



**CITY COUNCIL AGENDA
September 1, 2015**

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

Yukon City Council / Yukon Municipal Authority Work Session
Centennial Building - 12 South 5th Street
September 1, 2015 – 6:00 p.m.

- 1. Discussion of Spanish Cove expansion plan and associated financing.**

City Council - Municipal Authority Agendas

September 1, 2015 - 7:00 p.m.

Council Chambers - Centennial Building

12 South Fifth Street, Yukon, Oklahoma

The City of Yukon strives to accommodate the needs of all citizens, including those who may be disabled. If you would like to attend this Council meeting but find it difficult to do so because of a disability or architectural barrier, please contact City Hall at 354-1895. We will make a sincere attempt to resolve the problem. If you require a sign-language interpreter at the meeting, please call or notify City Hall, 500 West Main, by noon, August 31, 2015.

Invocation: Pastor Kent Mullins, First Church of the Nazarene

Flag Salute:

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

Presentations and Proclamations

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 18, 2015

ACTION _____

(Adjourn as YMA and Reconvene as Yukon City Council)

1. Consent Docket

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

The City Manager recommends a motion that will approve:

- A) The minutes of the regular meeting of August 18, 2015**
- B) Payment of material claims in the amount of \$503,394.80**
- C) Denial of Claim No. 200576-ME from Jillian Vinson, as recommended by the Oklahoma Municipal Assurance Group**
- D) The Fiscal Year Report (March 2014-June 2015) for the Frisco Road TIF District No. 1 as recommended by the Yukon Economic Development Authority**
- E) The renewal of the existing Parks and Recreation Department Operation/Lease Agreement with Yukon Optimist Sports Club for use of the Community Center Football Field from August 19, 2015 through December 15, 2015**
- F) The renewal of the existing Parks and Recreation Department Operation/Lease Agreement with Stage Door for use of YMAC Building from August 19, 2015 through April 16, 2016**
- G) The renewal of the existing Yukon Sharing Ministry, Inc. Agreement, for the term of July 1, 2015 through June 30, 2016, in the amount of \$325**
- H) Setting the date for the next regular Council meeting for September 15, 2015, 7:00 p.m., in the Council Chambers of the Centennial Building, 12 S. Fifth St.**

ACTION _____

- 2. Consider approving an expenditure of funds, in an amount not to exceed \$36,947.00, to replace the pumps, motors, valves and check valves for the Parkland Lift Station (2506 Big Horn Canyon), to be paid from the Treatment and Supply Budget, as requested by the Public Works Director**

ACTION _____

- 3. Consider approving an expenditure of funds, in an amount not to exceed \$173,123.00 to complete a trail segment, sidewalk, and lighting in Chisholm Trail Park, to be paid from the Oklahoma Tourism and Recreation Department's Recreation Trails Program Grant, as recommended by the Development Services Director**

ACTION _____

4. **Consider approving an expenditure of funds, in an amount not to exceed \$61,974.00, to purchase seven (7) School Zone Beacon assemblies and associated parts for installation, to be paid from the Tobacco Settlement Endowment Trust Healthy Communities Incentive Grant, as recommended by the Development Services Director**

ACTION_____

5. **Consider approving Resolution 2015-15, a Resolution of the City Council of the City of Yukon, Oklahoma, adopting the Operating Budget for the Fiscal Year and establishing the required sinking fund**

ACTION_____

6. **City Manager’s Report – Information items only**
 - A. **Events Report**
7. **New Business**
8. **Council Discussion**
9. **Adjournment**

**Yukon Municipal Authority Minutes
August 18, 2015**

ROLL CALL: (Present) John Alberts, Chairman
 Richard Russell, Vice Chairman
 Michael McEachern, Trustee
 Earline Smaistrila, 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 4, 2015**
- B) Payment of material claims in the amount of \$143,770.31**

The motion to approve the YMA Consent Docket, consisting of the approval of the minutes of the regular meeting of August 4, 2015; and payment of material claims in the amount of \$143,770.31, was made by Trustee Russell and seconded by Trustee McEachern.

The vote:

AYES: Smaistrila, Alberts, Yanda, McEachern, Russell

NAYS: None

VOTE: 5-0

MOTION CARRIED

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

The motion to authorize an agreement with Government Capital Corporation to provide for the continuation of the City's Master Lease Program, contingent upon final approval by the City Attorney, as recommended by the City Manager, was made by Council Member Yanda and seconded by Council Member Smaistrila.

The vote:

AYES: McEachern, Yanda, Russell, Alberts, Smaistrila

NAYS: None

VOTE: 5-0

MOTION CARRIED

(Adjourn as YMA and Reconvene as Yukon City Council)

**Yukon City Council Minutes
August 18, 2015**

The Yukon City Council met in regular session August 18, 2015 at 7:00 p.m. in the Council Chambers of the Centennial Building, 12 South Fifth Street, Yukon, Oklahoma.

The invocation was given by Pastor Mark Borseth, Resurrection Lutheran.
The flag salute was given in unison.

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

OTHERS PRESENT:

Grayson Bottom, City Manager	Doug Shivers, City Clerk
Mike Segler, City Attorney	Robbie Williams, City Engineer
Tammy DeSpain, Assistant City Manager	John Corn, Police Chief
Arnold Adams, Public Works Director	Dana Deckard, Admin. Coordinator
Mitchell Hort, Development Services Dir.	Bill Stover, Sanitation Director
Larry Mitchell, Economic Dev. Dir.	Jenna Roberson, PIO
Gary Cooper, Information Technology Dir.	Jan Scott, Parks and Recreation Dir.
Claudia Krshka, Parks and Rec Deputy Dir.	Jeff Deckard, Parks Superintendent
Teresa Stover, Public Works	Marie Doucet, Sanitation

Public Hearing was held to Receive Input for the Public regarding annexation of the NE/4 and part of the NW/4 of Section 24, T12N-R6W, Canadian County, Oklahoma (proposed Yukon Sports Complex). There were no participants.

Presentations and Proclamations

Katrina Pollard, Department of Environmental Quality (DEQ) introduced the DEQ staff, Ferrella March, Kelly Dixon, Michelle Gwyn and Jeanette Nance, Keep OK Beautiful. Ms. Pollard gave a recap of award and criteria to receive award. Jeannette Nance, partners with DEQ to recognize clean communities. Yukon is the first to win the award twice. She thanked Yukon for participating in programs. Ms. Nance proceeded to give the Great American Clean up numbers for three events held in 2015: 600 participants, \$6,400 saved, 6,280 lbs of litter and collected 290 tires. We are proud to have Yukon as a partner & be able to present Yukon the award. Kelly Dixon stated participation has decreased tire dumps to less than 50 tire dumps. Yukon increased their collections by 25% from last year. Ms. Dixon is happy to recognize our efforts. She then presented the award to Bill Stover. Mayor Alberts thanked DEQ for recognition and Bill Stover for his work.

Visitors

Kate Ellison, 1330 Summerton Pl, stated lights at Andrew and Garth Brooks are covered up, since early July. The last Council Meeting the intersection was on your radar. The neighborhood feels they have no voice. There are 450 homes in the neighborhood and it has added lots of time to get to I-40. Why is there light at Raising Cane & Wal-Mart. During the Christmas light season, it is very hard to get out of neighborhood due to traffic. Would like to know when traffic study information will be presented.

Jenny Crane, 1500 Summerton Pl, had large turnout at Homeowner's meeting and Traffic Commission. Wondering when study was done on lights. Wants to know cost of study. Ms. Crane is offering one week at her empty house to experience traffic. Concerns are people cutting thru parking lot, also at Homeland. Using Sequoyah, just involves another neighborhood. Why is there light at Cain's and Wal-Mart. Worried about time or safety? Wondering if their vote even counts..just wants respect.

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

1A. YMA Consent Docket

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The City Manager recommends a motion to approve:

A) The minutes of the regular meeting of August 4, 2015

B) Payment of material claims in the amount of \$143,770.31

The motion to approve the YMA Consent Docket, consisting of the approval of the minutes of the regular meeting of August 4, 2015; and payment of material claims in the amount of \$143,770.31, was made by Trustee Russell and seconded by Trustee McEachern.

The vote:

AYES: Smaistrila, Alberts, Yanda, McEachern, Russell

NAYS: None

VOTE: 5-0

MOTION CARRIED

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

The motion to authorize an agreement with Government Capital Corporation to provide for the continuation of the City's Master Lease Program, contingent upon final approval by the City Attorney, as recommended by the City Manager, was made by Council Member Yanda and seconded by Council Member Smaistrila.

The vote:

AYES: McEachern, Yanda, Russell, Alberts, Smaistrila

NAYS: None

VOTE: 5-0

MOTION CARRIED

(Adjourn as YMA and Reconvene as Yukon City Council)

1. Consent Docket

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

The City Manager recommends a motion that will approve:

- A) The minutes of the regular meeting of August 4, 2015**
- B) Payment of material claims in the amount of \$396,505.23**
- C) Designating the items on the attached list from the Technology Department as surplus and authorizing their sale, donation or trade**
- D) Denial of Claim No. 200524-ME from Bob Shawcross, as recommended by the Oklahoma Municipal Assurance Group**
- E) Renewal of the Agreement for Services between the City of Yukon and Sister Cities International, for the term of July 1, 2015 through June 30, 2016 at a cost of \$425.00**
- F) Renewal of the Agreement for Services between the City of Yukon and Oklahoma Czechs, Inc., for the term of July 1, 2015 through June 30, 2016, at a cost of \$1,455.00**
- G) Renewal of the Agreement for Services between the City of Yukon and Compassionate Hands, Inc. for the term of July 1, 2015 through June 30, 2016 at a cost of \$12,000.00**
- H) Renewal of the Agreement for Services between the City of Yukon and FSW&B, for audit services for the year ended June 30, 2015, in an amount not to exceed \$27,500.00**
- I) Setting the date for the next regular Council meeting for September 1, 2015, 7:00 p.m., in the Council Chambers of the Centennial Building, 12 S. Fifth St.**

The motion to approve the Consent Docket, consisting of the approval of the minutes of the regular meeting of August 4, 2015; Payment of material claims in the amount of \$396,505.23; Designating the items on the attached list from the Technology Department as surplus and authorizing their sale, donation or trade; Denial of Claim No. 200524-ME from Bob Shawcross, as recommended by the Oklahoma Municipal Assurance Group; Renewal of the Agreement for Services between the City of Yukon and Sister Cities International, for the term of July 1, 2015 through June 30, 2016 at a cost of \$425.00; Renewal of the Agreement for Services between the City of Yukon and Oklahoma Czechs, Inc., for the term of July 1, 2015 through June 30, 2016, at a cost of \$1,455.00; Renewal of the Agreement for Services between the City of Yukon and Compassionate Hands, Inc. for the term of July 1, 2015 through June 30, 2016 at a cost of \$12,000.00; Renewal of the Agreement for Services between the City of Yukon and FSW&B, for audit services for the year ended June 30, 2015, in an amount not to exceed \$27,500.00; and Setting the date for the next regular Council meeting for September 1, 2015, 7:00 p.m., in the Council Chambers of the Centennial Building, 12 S. Fifth St., was made by Council Member McEachern and seconded by Council Member Russell.

The vote:

AYES: Russell, Alberts, McEachern, Smaistrila, Yanda

NAYS: None

VOTE: 5-0

MOTION CARRIED

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

The motion to approve Ordinance 1323, an Ordinance increasing the corporate limits of the City of Yukon, and designating an area of approximately 253 acres south of Main Street and west of Frisco Road, in the north half, section 24, township 12 north

range 6 west, I.M., Canadian County, Oklahoma for such increase; and determining that the area for such an increase is considered to be within the corporate limits of the City of Yukon; providing an effective date; and repealing all ordinances, or parts of ordinances in conflict herewith; and providing that if any part or portions hereof are invalid or ineffective, the remaining portions shall not be affected; and declaring an emergency, was made by Council Member McEachern and seconded by Council Member Yanda.

The vote:

AYES: Alberts, Smaistrila, Yanda, Russell, McEachern

NAYS: None

VOTE: 5-0

MOTION CARRIED

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

The motion to approve the Emergency Clause of Ordinance No. 1323, was made by Council Member McEachern and seconded by Council Member Russell.

The vote:

AYES: Smaistrila, McEachern, Russell, Yanda, Alberts

NAYS: None

VOTE: 5-0

MOTION CARRIED

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

The motion to approve Resolution 2015-13, a resolution honoring the memory of Frosty Peak and commemorating his years of dedicated service to the City of Yukon, its Emergency Management Department and its citizens by naming after him the City of Yukon Emergency Operations Center, was made by Council Member McEachern and seconded by Council Member Smaistrila.

The vote:

AYES: Smaistrila, Yanda, McEachern, Alberts, Russell

NAYS: None

VOTE: 5-0

MOTION CARRIED

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

The motion to approve a Conditional Use Permit from A-Max Sign Company on behalf of Hideaway Pizza for a 55 foot sign at 1701 Shedeck Parkway, Yukon, OK, as recommended by the Planning Commission, was made by Council Member Russell and seconded by Council Member Yanda.

The vote:

AYES: Yanda, Russell, Smaistrila, McEachern, Alberts

NAYS: None

VOTE: 5-0

MOTION CARRIED

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

The motion to approve a Final Plat for Popeye's Restaurant, a tract of land being part of Lot One (1), Block Nineteen (19), Canadian Heights 6th Addition, to the City of Yukon, Canadian County, Oklahoma (1205 Garth Brooks Blvd.), as recommended by the Planning Commission, was made by Council Member Yanda and seconded by Council Member McEachern.

The vote:

AYES: McEachern, Smaistrila, Alberts, Russell, Yanda

NAYS: None

VOTE: 5-0

MOTION CARRIED

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

The motion to approve a Final Plat of River Mesa 2, a tract of land situated within a portion of the Northeast Quarter (NE/4) of Section Sixteen (16), Township Twelve North (T12N), Range Five West (R5W) of the Indian Meridian (I.M) in Yukon, Canadian County, Oklahoma, as recommended by the Planning Commission, was made by Council Member Russell and seconded by Council Member Smaistrila.

The vote:

AYES: Alberts, Russell, Yanda, Smaistrila, McEachern

NAYS: None

VOTE: 5-0

MOTION CARRIED

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

The motion to accept the Fire Line and Fire Hydrant and placing the Maintenance Bonds into effect to serve Raising Cain's restaurant, 1127 Garth Brooks Blvd., as recommended by the City Engineer, was made by Council Member Yanda and seconded by Council Member McEachern.

The vote:

AYES: Russell, Smaistrila, McEachern, Alberts, Yanda

NAYS: None

VOTE: 5-0

MOTION CARRIED

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

The motion to accept the Paving and Drainage improvements and placing the maintenance Bonds into effect to serve Frisco Ridge Phase II, South of Hwy 66 and East of Frisco Rd., as recommended by the City Engineer, was made by Council Member Smaistrila and seconded by Council Member Yanda.

The vote:

AYES: Smaistrla, Alberts, Yanda, McEachern, Russell

NAYS: None

VOTE: 5-0

MOTION CARRIED

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

The motion to accept the Sanitary Sewer Line improvements and placing the Maintenance Bonds into effect to serve Frisco Ridge Phase II, South of Hwy 66 and East of Frisco Rd., as recommended by the City Engineer, was made by Council Member Russell and seconded by Council Member McEachern.

The vote:

AYES: McEachern, Russell, Alberts, Yanda, Smaistrla

NAYS: None

VOTE: 5-0

MOTION CARRIED

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

The motion to accept the Public Water Line improvements and placing the Maintenance Bonds into effect to serve Frisco Ridge Phase II, South of Hwy 66 and East of Frisco Rd., as recommended by the City Engineer, was made by Council Member Yanda and seconded by Council Member Smaistrla.

The vote:

AYES: Yanda, Alberts, McEachern, Smaistrla, Russell

NAYS: None

VOTE: 5-0

MOTION CARRIED

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

The motion to accept a fee-in-lieu of on-site detention in the amount of \$2,500.00 from Popeye's Restaurant, 1205 Garth Brooks Blvd., as recommended by the City Engineer, was made by Council Member Smaistrla and seconded by Council Member Russell.

Council Member McEachern asked if we looked at water retention/detention. Robbie Williams stated yes, existing site was already paved. They are removing concrete, but will put back and that will help with water control.

The vote:

AYES: Smaistrla, Russell, Alberts, Yanda, McEachern

NAYS: None

VOTE: 5-0

MOTION CARRIED

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

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

Council Member McEachern asked if we are changing Charter to conform with state election regulations. Mr. Segler stated Charter specifies March, state says no elections in March. We will move elections to February, if voters approve. Council Member Yanda questioned what would happen, if not approved.

The vote:

AYES: Russell, Yanda, Smaistrila, McEachern, Alberts

NAYS: None

VOTE: 5-0

MOTION CARRIED

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

The motion to approve an expenditure of funds, in an amount not to exceed \$129,500.00, for the transportation and installation of the Christmas Lights and Displays for Christmas in the Park, to be completed by Echelawn Complete Lawn & Landscape, LLC, beginning August 31, 2015 thru November 13, 2015, to be paid from

Hotel/Motel Use Tax, as recommended by the Deputy Director of Parks & Recreation, was made by Council Member Yanda and seconded by Council Member Smaistrila.

Council Member Russell asked if they would remove lights and displays as well. Mr. Bottom stated no, we will remove in slow months.

The vote:

AYES: Yanda, Russell, Smaistrila, Alberts, McEachern

NAYS: None

VOTE: 5-0

MOTION CARRIED

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

The motion to authorize an agreement with Government Capital Corporation to provide for the continuation of the City's Master Lease Program, contingent upon final approval by the City Attorney, as recommended by the City Manager, was made by Council Member McEachern and seconded by Council Member Russell.

The vote:

AYES: Alberts, Smaistrila, McEachern, Russell, Yanda

NAYS: None

VOTE: 5-0

MOTION CARRIED

15. City Manager's Report – Information items only

A. Sales Tax

B. Health Center Parkway ribbon cutting

Mr. Bottom is gleeful and surprised by Sales Tax. They are up 20.78% for month and 16.8% year to date. If this continues, we will ask for budget amendment. No reason to think otherwise. Last month Use Tax was up 255%, this month down 33.2%.

Health Center Parkway roadway is complete and finishing sidewalk, medians and curbs. With your action to annex acreage for sports complex, it completes largest de-annexation/annexation done by OKC.

Andrew/Garth Brooks Traffic Study was delivered late Friday morning. Copies were sent to Traffic Commission and placed in dropbox for City Council. The study followed along with a 2009 study done by TEC, as well as the Yukon traffic counts. We will put it on our website or you can get copies at City Hall. Mr. Bottom has instructed Engineers and Public Works to find solutions over the next month. Mayor Alberts asked if Andrew/Garth Brooks is still with Traffic Commission. Mr. Bottom stated yes, Traffic Commission will make recommendation to City Council.

16. New Business - None

17. Council Discussion

Council Member Yanda congratulated Bill Stover, his staff and the citizens. She thanked the ladies who came to voice concerns on traffic.

Council Member Smaistrila congratulated Bill Stover and Arnold Adams.

Council Member Russell thanked Bill Stover, it makes us look good. Thanked the ladies for input on traffic. Sales Tax is great news.

Council Member McEachern stated Yukon is a great place. He also thanked Mr. Stover.

Mayor Alberts is glad to memorialize Frosty Peak. Andrew Dr. issue, please don't think voices aren't heard. It is nice that you shared. I have responded to several people. We need input. Mayor Alberts uses road all the time. Thanks to Mr. Stover and DEQ, it can only get better. Please take care of your home and keep helping. It is great that we annexed land for park. Mayor Alberts explained Executive Session to Andrew citizens.

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

The motion to recess as the Yukon City Council and convene into Executive Session, to discuss a pending investigation, litigation, or proceeding with the City Attorney, as provided for in 25 OS 2003, Section 307 (B) (4), was made by Council Member McEachern and seconded by Council Member Yanda.

The vote:

AYES: McEachern, Alberts, Smaistrila, Yanda, Russell

NAYS: None

VOTE: 5-0

MOTION CARRIED

Mayor Alberts invited City Manager.

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

The motion to adjourn from Executive Session and reconvene as Yukon City Council, was made by Council Member Russell and seconded by Council Member Yanda.

The vote:

AYES: Russell, McEachern, Yanda, Smaistrila, Alberts

NAYS: None

VOTE: 5-0

MOTION CARRIED

Mayor Alberts then read the minutes of the Executive Session, stating, "While in Executive Session, only the items on the agenda were discussed, no action was taken and no votes were cast."

20. Consider a motion to direct the Development Services Director to issue a Conditional Use Permit to ERS Telecom for construction of a 170 foot monopole west of Kali Avenue and North 11th Street, provided ERS satisfies the conditions set forth:

- 1. The City of Yukon will issue a Conditional Use Permit to ERS Telecom for construction of a 170 foot monopole west of Kali Avenue and North 11th Street, provided ERS satisfies the conditions set forth below.**
- 2. ERS will construct and access road from the City street into the property. The access road will be 50 feet in length, 12 feet in width, concrete and constructed to City/ODOT standards, including standards for adequate drainage. The plans for access road shall be approved by the City's staff. The remaining roadway within the site will consist of crushed gravel or stone.**

3. **ERS will construct an 8 foot fence, with slats for screening, around the tower and any guy wire anchors.**
4. **ERS will place a locked gate at the property line so no unauthorized persons can use the roadway.**
5. **ERS will place a “No Trespassing” sign, with a 24 hour contact number prominently displayed at the entrance to the site.**
6. **“As built” plans will be submitted by ERS to the City after completion of construction.**
7. **If the tower is not in use for more than 6 consecutive months, it will be removed at ERS’ expense. The vegetation at the site will be restored as closely as possible to its condition prior to the removal of the tower. If ERS does not remove the tower, it will be removed by the City, and the vegetation restored, at ERS’ expense.**

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

The vote:

AYES: Smaistrila, Alberts, Russell, Yanda, McEachern

NAYS: None

VOTE: 5-0

MOTION CARRIED

21. Adjournment

John Alberts, Mayor

Doug Shivers, City Clerk



RECAP OF CLAIMS

FUND #			
01	General Fund Claims	\$	160,479.67
36	Sales Tax Claims		303,980.31
64	Special Revenue Fund		10,422.77
70	Water & Sewer Enterprise		25,820.38
71	Sanitation Enterprise		2,142.42
73	Storm Water Enterprise		400.00
74	Grant Fund		149.25
			<hr/>
		\$	503,394.80
			<hr/> <hr/>

The above foregoing claims have been passed and approved this 1st day of September 2015 by the Yukon City Council.

Doug Shivers, City Clerk

John Alberts, Mayor

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 101 LEGISLATIVE						
16-63203	01-00101	City of Yukon (BankOne)ADM	Flowers/Plants	8/2015	YukonFlower 123128	62.50
16-63269	01-00101	City of Yukon (BankOne)ADM	Travel Expenses-NLC	8/2015	SWAir HIAM4HA	75.00
			Travel Expenses-NLC	8/2015	SWAir HIAM4HA	1,029.00
16-63425	01-05342	Canadian Cty Clerk	Filing Fees	8/2015	R420874	104.00
16-63426	01-05342	Canadian Cty Clerk	Filing Fees	8/2015	R420863	143.00
16-63427	01-05342	Canadian Cty Clerk	Filing Fees	8/2015	R421385	130.00
16-63570	01-11737	EMSA	Qrtly Subsidy 15-16	8/2015	Jul-Sep 2015	48,185.00
16-62927	01-48373	Southwestern Stationery and	Printing Brochures	7/2015	38780	963.00
DEPARTMENT TOTAL:						50,691.50
DEPARTMENT: 102 ADMINISTRATION						
16-62872	01-00101	City of Yukon (BankOne)ADM	Office Supplies	8/2015	Staples 13430	13.99
16-62875	01-41440	ProStar Service-Oklahoma	Coffee Service City Hall	8/2015	144468	12.59
DEPARTMENT TOTAL:						26.58
DEPARTMENT: 103 INSURANCE						
16-63568	01-37468	OK Municipal Assurance	Loss Deductible #28887-SP	8/2015	28887-SP Wier	1,000.00
DEPARTMENT TOTAL:						1,000.00
DEPARTMENT: 104 FINANCE						
16-63565	01-72003	J. I. Johnson	reimb mileage-GFOAO train	8/2015	08/13/15	34.50
DEPARTMENT TOTAL:						34.50
DEPARTMENT: 106 FIRE DEPARTMENT						
16-62743	01-00105	City of Yukon (BankOne)FD	front lights for St 2	7/2015	Locke 26090530-00	292.96
16-63078	01-00105	City of Yukon (BankOne)FD	lysol,dish soap,409	8/2015	Walmart 04644	332.70
16-63252	01-00105	City of Yukon (BankOne)FD	Kroutil-Nike shoes	8/2015	Nike 01063383509	163.28
			Kroutil-safety glass	8/2015	Oakley 139201837	79.03
16-63253	01-00105	City of Yukon (BankOne)FD	Jump-rescue tool	8/2015	Galls 4490453-1	43.47
16-63359	01-00105	City of Yukon (BankOne)FD	Gallegos-shoes	8/2015	Nike 08-13-15	185.05
16-63389	01-00105	City of Yukon (BankOne)FD	swiftwater clothing	8/2015	S&STextiles 40653	195.00
16-63445	01-00105	City of Yukon (BankOne)FD	Trumbly-shoes	8/2015	Galls 003939724	135.91
16-63519	01-00105	City of Yukon (BankOne)FD	Billingsley-shoes	8/2015	Nike 08-26-15	163.28
16-63354	01-01338	American Medical Response	LCSU4 suction unit	7/2015	072715-YFD	513.91
16-63355	01-01338	American Medical Response	laryngoscope handles	7/2015	072715-YFD-1	682.58
16-63517	01-30600	Lowe's Companies, Inc.	brushes for trucks	8/2015	09714	71.52
16-63537	01-39963	Pitney Bowes Purchase Power	Fire Dept	8/2015	1st Qtr '15 - '16	75.00
16-63505	01-41440	ProStar Service-Oklahoma	coffee service	8/2015	144471	62.83
16-63390	01-46385	S&S Textiles	pencil bags	8/2015	40652	411.88
16-63557	01-47660	Shred-it USA LLC	document destruction	8/2015	9407117150	9.60
16-63318	01-72760	Valen Little	Meal Reimb.	8/2015	08-09-15	108.47
16-63152	01-92002	Tech Resq	Reg-SwiftWaterRescueClass	8/2015	1747	585.00
			Reg-SwiftWaterRescueClass	8/2015	1740	585.00
DEPARTMENT TOTAL:						4,696.47

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 107 POLICE DEPARTMENT						
16-62773	01-00111	City of Yukon (BankOne)PD	prisoner meals	8/2015	Walmart 04469	84.00
16-62786	01-00111	City of Yukon (BankOne)PD	office supplies	7/2015	Staples 7139726345	96.91
			office supplies	8/2015	Staples 7140879036	50.85
			office supplies	8/2015	Staples 7141332973	103.63
16-63072	01-00111	City of Yukon (BankOne)PD	decorations for Breakfast	8/2015	HobLob 08-11-15	80.90
16-63340	01-00111	City of Yukon (BankOne)PD	Wangsgard/Spiva pants	8/2015	LAPG 2674525	174.91
16-63341	01-00111	City of Yukon (BankOne)PD	hose and sprayers	8/2015	Ace 875094	59.43
16-63449	01-00111	City of Yukon (BankOne)PD	return shipping cost	8/2015	Staples 14364	43.29
16-63454	01-00111	City of Yukon (BankOne)PD	storage tubs	8/2015	Walmart 00059	79.88
16-63452	01-1	Bounce Town	inflatables for NNO	8/2015	D 3550	400.00
16-63416	01-18240	Harrison-Orr Ar Conditioninair	conditioner repair	8/2015	69899	612.24
16-63537	01-39963	Pitney Bowes Purchase Power	Police Dept	8/2015	1st Qtr '15 - '16	1,000.00
16-63382	01-71200	Matthew Fairchild	reimb Duty boots	8/2015	08-13-15	100.00
16-63074	01-76195	Michael Walker	Walker boots	8/2015	08-13-15	100.00
16-63453	01-91810	Kyle Rainer	Entertainment NNO	8/2015	08-24-15	500.00
16-63413	01-92303	Walgreen Company	prisoner med	8/2015	100201402	556.65
DEPARTMENT TOTAL:						4,042.69
DEPARTMENT: 108 STREET DEPARTMENT						
16-62823	01-00180	City of Yukon (BankOne)PW	emulsion	8/2015	VanceBros 076941	482.65
16-63429	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	8/2015	Clean 50724773	66.06
16-63522	01-00180	City of Yukon (BankOne)PW	bucket truck rental	8/2015	USI 9561-15-8	150.00
16-63528	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	8/2015	Clean 50725892	66.03
16-62826	01-09525	Dolese Bros. Company	gravel, concrete	8/2015	RM15049564	140.00
16-63459	01-30600	Lowe's Companies, Inc.	pruners	8/2015	02762	32.26
16-63532	01-47670	SignalTek, Inc.	signal repairs	8/2015	10888	276.25
			signal maint	8/2015	10888	775.00
DEPARTMENT TOTAL:						1,988.25
DEPARTMENT: 109 MUNICIPAL COURT						
16-63096	01-00106	City of Yukon (BankOne)CRT	Shrits for Ryan	8/2015	EmbroidMe E6422	112.43
16-63569	01-58115	Wheatley Segler Osby & Mill	MunProsecution-Jul15	8/2015	15896	1,100.90
DEPARTMENT TOTAL:						1,213.33

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 111		TECHNOLOGY				
16-63328	01-00123	City of Yukon (BankOne)TEC	Iphone 5C Case	8/2015	Amazon 08-06-15	59.97
16-63419	01-00123	City of Yukon (BankOne)TEC	Ergonomic KB and Mouse Shipping	8/2015	Ergoguys 08-11-15	119.90
16-63421	01-00123	City of Yukon (BankOne)TEC	replacement batteries	8/2015	Ergoguys 08-11-15	17.00
16-63487	01-00123	City of Yukon (BankOne)TEC	Hard Drives for LF	8/2015	Inte 1902003005396	90.00
16-63488	01-00123	City of Yukon (BankOne)TEC	Mob Phone Srvc-JL'15	8/2015	Harddrives 113872	384.85
16-63491	01-00123	City of Yukon (BankOne)TEC	Connection Card Plan	8/2015	Verizon 9750244356	5,620.01
16-63492	01-00123	City of Yukon (BankOne)TEC	Investigatons Phone srvc	8/2015	Sprint 08-12-15	75.00
16-63493	01-00123	City of Yukon (BankOne)TEC	USB Drives	8/2015	Verizon 9750244361	56.75
16-63496	01-00123	City of Yukon (BankOne)TEC	Speakers	8/2015	CDW-G XL94794	92.12
16-63367	01-05490	CDW Government Inc.	Barracuda Maint Renewal	8/2015	CDW-G XM12405	14.17
16-63338	01-06710	Coast To Coast Computer	ProHP Fuser Kit	8/2015	XJ66427	3,939.67
16-63368	01-06710	Coast To Coast Computer	ProDrum	8/2015	1363450	299.99
16-63418	01-06710	Coast To Coast Computer	ProHp Toner	8/2015	1364768	239.00
16-63384	01-22511	Ipswitch, Inc.	WS_FTP Maint Renewal	8/2015	A1362027	979.00
16-63485	01-48885	Superior Office Systems	Copier Rental Charge	8/2015	IN556121	677.00
			Per Page Copy Charge	8/2015	9176	825.00
16-63388	01-48905	Synergy Datacom	Fiber Optic Cable	8/2015	9176	384.00
16-63494	01-49580	Technico Enterprise Solutio	Scty MonitoringJCG	8/2015	5011167	1,637.32
			Sants	8/2015	TES-158-73	135.00
16-63420	01-51740	Tyler Technologies, Inc.	System Managment Srvc	9/2015	TES-158-72	135.00
16-63495	01-51740	Tyler Technologies, Inc.	General Ledger	9/2015	025-133118	578.81
			Accounts Payable	9/2015	025-132614	3,858.14
			Purchase Orders	9/2015	025-132614	2,701.63
			Payroll/Personnel	9/2015	025-132614	3,084.91
			Fixed Assets	9/2015	025-132614	4,370.05
			Project Accounting	9/2015	025-132614	1,030.53
			U/SQL DataDictionary	9/2015	025-132614	2,061.07
			TylerU	9/2015	025-132614	1,157.85
			Time Clock Interface	9/2015	025-132614	4,043.00
			Interface Court	9/2015	025-132614	527.11
16-63599	01-74447	Kaylyn Robertson	Mileage Reimbursement	8/2015	August '15	752.46
						6.33
DEPARTMENT TOTAL:						39,952.64

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 112		DEVELOPMENT SERVICES				
16-63325	01-00107	City of Yukon (BankOne)CMD	Grant Webinar	8/2015	EBFound 444924977	69.00
16-63456	01-04495	Mike Bullard	ABATEMENT	7/2015	07-20-15A	235.00
16-63553	01-04495	Mike Bullard	Abatement services	8/2015	08-13-15	235.00
			Abatement services	8/2015	08-11-15	175.00
			Abatement services	8/2015	08-19-15	175.00
			Abatement services	8/2015	08-13-15	120.00
			Abatement services	8/2015	08-12-15	400.00
16-63537	01-39963	Pitney Bowes Purchase Power	Development	8/2015	1st Qtr '15 - '16	625.00
16-63457	01-48844	Stiner Brothers, LLC	ABATEMENT	7/2015	974717	75.00
			ABATEMENT	7/2015	60N725	160.00
			ABATEMENT	7/2015	1211724	95.00
			ABATEMENT	7/2015	803717	75.00
			ABATEMENT	8/2015	1022731	275.00
			ABATEMENT	8/2015	1004731	75.00
			ABATEMENT	8/2015	112731	75.00
			ABATEMENT	8/2015	109731	200.00
16-63554	01-48844	Stiner Brothers, LLC	Abatement services	8/2015	912814	150.00
			Abatement services	8/2015	60N814	80.00
			Abatement services	8/2015	4058.3	95.00
			Abatement services	8/2015	41483	165.00
			Abatement services	8/2015	150188	75.00
			Abatement services	8/2015	12688	45.00
			Abatement services	8/2015	08-20-15	135.00
			Abatement services	8/2015	1402821	75.00
DEPARTMENT TOTAL:						3,884.00
DEPARTMENT: 113		LIBRARY				
16-62790	01-00108	City of Yukon (BankOne)LIB	Postage for ILL	7/2015	USPS 417	32.81
			Postage for ILL	8/2015	USPS 844	38.95
			Postage for ILL	8/2015	USPS 59	38.66
16-63297	01-00108	City of Yukon (BankOne)LIB	Bulbs and Ballasts	8/2015	Locke 26476013-00	278.60
16-63299	01-00108	City of Yukon (BankOne)LIB	2 LED Emergency Lights	8/2015	ExitLight 131640	52.00
16-63343	01-00108	City of Yukon (BankOne)LIB	Food and beverages	8/2015	Marcos 8-8-15	62.46
16-63014	01-47660	Shred-it USA LLC	Shredding Services	8/2015	9406895763	9.60
16-62729	01-74800	Sara Schieman	Employee Mileage 6 & 7/15	7/2015	June '15	79.90
			Employee Mileage 6 & 7/15	8/2015	July '15	76.50
DEPARTMENT TOTAL:						669.48

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 114 PROPERTY MAINTENANCE						
16-63482	01-00117	City of Yukon (BankOne)HR	rug pads	8/2015	Lowes 09589	51.90
16-62831	01-00180	City of Yukon (BankOne)PW	building reparis	8/2015	Locke 26582420-00	45.37
16-63429	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	8/2015	Clean 50724773	29.64
16-63528	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	8/2015	Clean 50725892	29.76
16-63573	01-06750	Clearwater Enterprises, LLC	SrvCity Bldgs-06/15	8/2015	84761507	317.97
16-63575	01-37200	OK Gas & Electric	Srvc-Comb.Bill-Jul15	8/2015	08/08/15	39,602.84
16-63576	01-37200	OK Gas & Electric	Service-951 Industrial	8/2015	08/11/15 951 Indus	45.00
16-63577	01-37200	OK Gas & Electric	Service-334 Elm	8/2015	08/19/15 334 Elm	1,109.68
16-63578	01-37200	OK Gas & Electric	Service-301 W Main	8/2015	08/24/15 301 W Mai	30.81
16-63579	01-37200	OK Gas & Electric	Service-501 Ash-SecLight	8/2015	08/24/15 501Ash-SL	69.30
16-63580	01-37600	OK Natural Gas Co	TranspChrg-1035 Indu	8/2015	08/14/15 1035 Indu	113.94
16-63581	01-37600	OK Natural Gas Co	TranspChrg-501 Ash	8/2015	08/14/15 501 Ash	153.33
DEPARTMENT TOTAL:						41,599.54
DEPARTMENT: 116 PARK ADMINISTRATION						
16-63273	01-03090	Ben E. Keith Foods	event food	7/2015	62807731	173.20
16-63537	01-39963	Pitney Bowes Purchase Power	Park Admin	8/2015	1st Qtr '15 - '16	875.00
16-62887	01-46940	Sam's Club Direct-G.E.Capit	concert supplies	8/2015	1864	44.80
16-63276	01-46940	Sam's Club Direct-G.E.Capit	event supplies	8/2015	0966	188.76
16-63277	01-46940	Sam's Club Direct-G.E.Capit	food for Spirit Sprint	8/2015	6353A	180.36
16-63280	01-46940	Sam's Club Direct-G.E.Capit	GGG luncheon supplies	7/2015	4230	550.76
			GGG luncheon supplies	7/2015	0907A	75.12
			GGG luncheon supplies	7/2015	7950	58.98
			GGG luncheon supplies	8/2015	1555	58.36
16-63412	01-46940	Sam's Club Direct-G.E.Capit	SWCS cookout	8/2015	5163	323.10
16-62980	01-47660	Shred-it USA LLC	shredding document	8/2015	9406895613	9.60
16-63409	01-91405	NRPA	bal due on membership	8/2015	32519A	6.00
DEPARTMENT TOTAL:						2,544.04
DEPARTMENT: 117 PARK MAINTENANCE						
16-63429	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	8/2015	Clean 50724773	32.54
16-63528	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	8/2015	Clean 50725892	32.54
16-63204	01-30600	Lowe's Companies, Inc.	supplies Freedom Trail	8/2015	02108	7.54
			supplies Freedom Trail	8/2015	02342A	9.49
			supplies Freedom Trail	8/2015	02626D	23.73
			supplies Freedom Trail	8/2015	02043	64.05
			supplies Freedom Trail	8/2015	19003	26.51
			supplies Freedom Trail	8/2015	09587	8.61
			supplies Freedom Trail	8/2015	02273B	8.78
16-63284	01-30600	Lowe's Companies, Inc.	Hoses for Park Maint	7/2015	02105	137.54
16-63288	01-50900	Turn Pro	pond service July/August	7/2015	4917	779.00
			pond service July/August	8/2015	5246	779.00
DEPARTMENT TOTAL:						1,909.33

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 118 RECREATION FACILITIES						
16-63259	01-00110	City of Yukon (BankOne)REC	Geocaching day supplies	8/2015	Cachebox 13779	50.46
			Geocaching day supplies	8/2015	Walmart 04878	44.13
16-63260	01-00110	City of Yukon (BankOne)REC	ice cream t-shirts	8/2015	SkisTees 08-12-15	335.00
16-63272	01-00110	City of Yukon (BankOne)REC	DRC lunches	8/2015	Walmart 07955A	20.36
16-63285	01-00110	City of Yukon (BankOne)REC	cleaning supplies for YCC	8/2015	Walmart 02834	41.67
16-63370	01-00110	City of Yukon (BankOne)REC	storage bins/weights	8/2015	Walmart 04665A	80.20
16-63286	01-03090	Ben E. Keith Foods	DRC food for lunches	8/2015	62812453	1,977.12
16-63371	01-1	Carrie Carter	refund Flag FB	7/2015	C 34570	35.00
16-63372	01-1	Scott Hobson	refund Flag FB	7/2015	H 34519	35.00
16-63537	01-39963	Pitney Bowes Purchase Power	Rec Facilities	8/2015	1st Qtr '15 - '16	200.00
16-63470	01-44625	Regional Food Bank		7/2015	AI239710-1	322.68
16-63374	01-46940	Sam's Club Direct-G.E.Capit	coffee supplies YCC	8/2015	4409	128.74
16-63375	01-46940	Sam's Club Direct-G.E.Capit	restock cleaning supplies	8/2015	4410	98.24
16-63467	01-46940	Sam's Club Direct-G.E.Capit	DRC Lunches	8/2015	6841	387.00
16-63478	01-46940	Sam's Club Direct-G.E.Capit	Radio for YCC	8/2015	6842	164.76
16-63373	01-50445	Tom's Speedy Lock & Key	New building Keys	8/2015	08-04-15	55.00
16-63281	01-53450	United Linen - Uniform Re	linens for DRC	7/2015	1836317	67.53
			linens for DRC	7/2015	S1847715	60.14
			linens for DRC	8/2015	1851923	65.15
			linens for DRC	8/2015	1851927	68.54
16-63472	01-53450	United Linen - Uniform Re	Linen for RAC/YCC	7/2015	1848017	69.99
			Linen for RAC/YCC	7/2015	1836317	67.53
			Linen for RAC/YCC	8/2015	1855794	69.08
16-63504	01-62800	Yukon Public Schools	bus trip for camp	8/2015	08-13-15	1,214.00
16-63410	01-90707	G3 Band	Live music ice cream	8/2015	08-20-15	400.00
16-63471	01-91526	Oklahoma Automatic Door	repair DRC door	7/2015	20844	170.00
DEPARTMENT TOTAL:						6,227.32
FUND TOTAL:						160,479.67

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 501		SALES TAX CAPITAL IMPROV				
16-63329	01-00123	City of Yukon (BankOne)TEC	Logitech iPad Air Case	8/2015	Amazon 08-11-15	67.32
16-63383	01-00123	City of Yukon (BankOne)TEC	MS Office Mac License	8/2015	CDW-G XN35800	266.27
16-63386	01-00123	City of Yukon (BankOne)TEC	iPhone 5c Case	8/2015	Amazon 08-10-15	119.96
16-63486	01-00123	City of Yukon (BankOne)TEC	iPhone 5c Case	8/2015	Amazon 08-18-15	71.82
16-63497	01-00123	City of Yukon (BankOne)TEC	Apple DP Adapter	8/2015	CDW-G XM84117	124.92
16-63524	01-00123	City of Yukon (BankOne)TEC	Mini Displayport	8/2015	Staples 15215	29.00
16-63086	01-00180	City of Yukon (BankOne)PW	electrical	8/2015	Locke 26501740-00	361.22
16-62722	01-04450	Brodart	Adult Fiction/nonfiction	7/2015	B3992740	249.69
			Adult Fiction/nonfiction	7/2015	B4007483	427.82
			Adult Fiction/nonfiction	8/2015	B4032160	107.95
16-62734	01-04450	Brodart	Backorders, all ages	7/2015	B3978865	31.20
			Backorders, all ages	7/2015	B3978866	21.30
			Backorders, all ages	7/2015	B3984976	11.03
			Backorders, all ages	7/2015	B3992739	40.00
			Backorders, all ages	7/2015	B4005123	10.34
			Backorders, all ages	8/2015	B4035570	53.75
16-62926	01-04450	Brodart	Children's Materials	7/2015	B4005124	157.41
			Children's Materials	7/2015	B4007484	23.74
			Children's Materials	8/2015	B4032161	571.49
16-63015	01-04450	Brodart	Adult Standing Order	7/2015	B3973958	15.80
			Adult Standing Order	7/2015	B3984977	25.88
			Adult Standing Order	7/2015	B3992785	15.80
			Adult Standing Order	7/2015	B4007432	15.77
			Adult Standing Order	7/2015	B4007485	15.77
			Adult Standing Order	8/2015	B4018155	14.70
			Adult Standing Order	8/2015	B4021420	14.70
			Adult Standing Order	8/2015	B4028760	30.27
			Adult Standing Order	8/2015	B4038735	14.70
16-63017	01-04450	Brodart	Children's Standing Order	7/2015	B3973959	13.40
			Children's Standing Order	7/2015	B3984978	10.34
			Children's Standing Order	7/2015	B3992741	5.89
			Children's Standing Order	7/2015	B4007433	13.40
			Children's Standing Order	8/2015	B4018156	9.74
			Children's Standing Order	8/2015	B4028761	9.19
			Children's Standing Order	8/2015	B4035571	14.16
16-63194	01-04477	Brewer Construction Oklahom	pipe bursting	8/2015	2015-43	23,540.50
16-63566	01-04477	Brewer Construction Oklahom	PrWest/HCPkwy paving	8/2015	2015-42	95,580.09
16-63350	01-05395	Casco Industries, Inc.	TIC 6000 imaging camera	8/2015	158857	13,519.00
16-63356	01-05395	Casco Industries, Inc.	White-bunker boots	8/2015	158661	345.00
16-63183	01-05490	CDW Government Inc.	Various Technology Items	8/2015	XD10182	3,181.79
16-63262	01-05490	CDW Government Inc.	Apple PC and Camcorder	8/2015	XG33131	37.10
			Apple PC and Camcorder	8/2015	XD89127	4,933.37
			credit tripod	8/2015	XG61705	29.68-
16-63349	01-05490	CDW Government Inc.	HP EliteDesk 800 PC	8/2015	XJ19000	24,849.65
16-63571	01-06878	Conventions, Sports &	Prof Services-Apr'15	4/2015	FTI0001202	10,000.00
			reimb out/pocket exp	4/2015	FTI0001202	480.00
			Prof Services-May'15	5/2015	FTI0001229	12,500.00
16-62727	01-1	Doodle and Peck Publishin	Children's Books	7/2015	D 07-15-15	36.00

FUND: 36 - ST Capital Improvement

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 501 SALES TAX CAPITAL IMPROV						
16-63345	01-1	PDR	2016 PDR	7/2015	P 07-02-15	77.90
16-62723	01-16230	Gale Group Inc	Large Print Standing Orde	7/2015	55515332	13.59
			Large Print Standing Orde	7/2015	55513960	29.74
			Large Print Standing Orde	7/2015	55532187	76.47
			Large Print Standing Orde	7/2015	55537858	28.01
			Large Print Standing Orde	8/2015	55642449	73.47
			Large Print Standing Orde	8/2015	55649778	30.59
16-63085	01-30600	Lowe's Companies, Inc.	remodel Lib-storage room	8/2015	02672A	240.64
16-62824	01-30680	Luther Sign Company	new street signs/markers	8/2015	10406	540.70
16-63634	01-37463	Oklahoma Irrigation & Advan	irrigation system-HC Pkwy	8/2015	08/27/15	18,480.00
16-63572	01-37640	Olsson Associates	ProfSrvcs-YukonAthleticCo	8/2015	236292	83,062.37
16-62725	01-44395	Recorded Books, LLC	DVD Standing Order Plan	7/2015	7250823	184.55
16-62726	01-44395	Recorded Books, LLC	Audio Book Standing Order	7/2015	75175224	27.99
			Audio Book Standing Order	7/2015	75174625	94.49
16-63184	01-91701	Push-Pedal-Pull	2 Recumbent Bikes	8/2015	146113	7,732.40
DEPARTMENT TOTAL:						302,651.47
DEPARTMENT: 502 ECONOMIC DEVELOPMENT						
16-62717	01-00136	City of Yukon (BankOne)ED	Market profile flyersyeda	8/2015	Staples 42815	71.40
16-62914	01-00136	City of Yukon (BankOne)ED	Misc office supplies	8/2015	Walmart 05506	13.88
16-63155	01-00136	City of Yukon (BankOne)ED	Travel exp. MS conference	8/2015	SanRamos 8-4-15	7.83
			Travel exp. MS conference	8/2015	Tammy 8-6-15	7.38
			Travel exp. MS conference	8/2015	QuartHouse 8-5-15	31.15
			Travel exp. MS conference	8/2015	HamburgerKi 8-6-15	10.90
			Travel exp. MS conference	8/2015	HolidayInn 310	215.02
16-63422	01-00136	City of Yukon (BankOne)ED	YPS breakfast decorations	7/2015	Walmart 05179	11.76
			YPS breakfast decorations	8/2015	FamilyThread 43477	6.00
			YPS breakfast decorations	8/2015	DollarTree 8-17-15	12.00
16-63567	01-05642	The Center for Economic	Consult-PotentialFriscoPr	8/2015	11482	700.00
16-63537	01-39963	Pitney Bowes Purchase Power	Economic Dev	8/2015	1st Qtr '15 - '16	100.00
16-63423	01-75150	Pam Shelton	Travel exp. MS conf. Ada	8/2015	08-06-15	141.52
DEPARTMENT TOTAL:						1,328.84
FUND TOTAL:						303,980.31

FUND: 64 - Special Revenue

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 142 INSURANCE REIMBURSEMENTS						
16-63574	01-60295	X-Clusive Collision & Towinrepair'	12 ChevPickup 5806	8/2015	RO#14973	1,100.34
DEPARTMENT TOTAL:						1,100.34
DEPARTMENT: 146 LIBRARY GRANT REVENUE						
16-62747	01-00108	City of Yukon (BankOne)LIB	Program Supplies for STEM	7/2015	LitBits R672163848	1,175.00
			Program Supplies for STEM	7/2015	BeeBot 16020	614.95
			Program Supplies for STEM	7/2015	MakerShed 7-23-15	504.80
16-63013	01-40840	Presidio Networked	Materials for ODL Network	7/2015	6011115001552	3,528.85
			Materials for ODL Network	7/2015	6011115001802	305.00
			Materials for ODL Network	7/2015	6011115001963	958.40
			Materials for ODL Network	7/2015	6011115002727	344.80
			Materials for ODL Network	8/2015	3001115001162	1,500.00
DEPARTMENT TOTAL:						8,931.80
DEPARTMENT: 167 POLICE DEPT SPECIAL REVEN						
16-63417	01-30600	Lowe's Companies, Inc.	Items for range	8/2015	02287	63.91
16-62782	01-91513	Oklahoma D.A.R.E. Officers	Peters conf	7/2015	06-16-15	175.00
DEPARTMENT TOTAL:						238.91
DEPARTMENT: 172 MAIN STREET						
16-62716	01-00136	City of Yukon (BankOne)ED	Main St booth merchandise	8/2015	VistaPrint 8-16-15	73.72
16-63484	01-92011	Triple AAA Soda Co.	Rt 66 Pop for YBMS booth	8/2015	1556	78.00
DEPARTMENT TOTAL:						151.72
FUND TOTAL:						10,422.77

FUND: 70 - Water & Sewer Enterprise

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 201 WATER DISTRIBUTION						
16-62817	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	8/2015	Amazon 08-11-15	239.95
			parts to repair vehicles	8/2015	Osborn 83798	670.00
16-62818	01-00180	City of Yukon (BankOne)PW	oils, lubricants, sealant	8/2015	Napa 609540	119.88
16-62820	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	8/2015	Napa 609996	25.30
16-62822	01-00180	City of Yukon (BankOne)PW	sewer repairs	8/2015	OKContr 0541362	425.00
			sewer repairs	8/2015	OKContr 0541761	410.00
			water repairs	8/2015	OKContr 0541582	50.00
			water repairs	8/2015	HDSupply E272749	340.00
16-62827	01-00180	City of Yukon (BankOne)PW	CNG	8/2015	Loves 84344	24.60
			CNG	8/2015	Loves 87487	22.90
16-63429	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	8/2015	Clean 50724773	42.04
16-63462	01-00180	City of Yukon (BankOne)PW	vehicle towed	8/2015	Cavin 63132	240.75
16-63528	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	8/2015	Clean 50725892	42.04
16-63530	01-00180	City of Yukon (BankOne)PW	keys for well 2 and 3	8/2015	Ace 875162	8.94
16-62825	01-09525	Dolese Bros. Company	gravel, concrete	8/2015	RM15049185	140.00
16-63537	01-39963	Pitney Bowes Purchase Power	Water Distribution	8/2015	1st Qtr '15 - '16	25.00
DEPARTMENT TOTAL:						2,826.40
DEPARTMENT: 202 UTILITY BILLING						
16-63490	01-00123	City of Yukon (BankOne)TEC	MR phone service	8/2015	Verizon 9750244357	169.00
16-63346	01-00170	City of Yukon (BankOne)UB	Misc Coffees	8/2015	Staples 7141101686	40.17
			Misc office supplies	8/2015	Staples 7141101686	89.03
16-63429	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	8/2015	Clean 50724773	21.51
16-63528	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	8/2015	Clean 50725892	21.51
16-63537	01-39963	Pitney Bowes Purchase Power	Utility Billing	8/2015	1st Qtr '15 - '16	3,700.00
16-63495	01-51740	Tyler Technologies, Inc.	Utility CIS System	9/2015	025-132614	7,714.92
			Ctl Cash Collection	9/2015	025-132614	3,342.20
			Srvc Order Maint	9/2015	025-132614	3,084.91
			UHMR Interface	9/2015	025-132614	387.28
DEPARTMENT TOTAL:						18,570.53
DEPARTMENT: 203 TREATMENT AND SUPPLY						
16-63181	01-06772	Commercial Roof Solutions	repair roof leaks WWTF	8/2015	1534	982.00
DEPARTMENT TOTAL:						982.00

FUND: 70 - Water & Sewer Enterprise

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 204		FLEET MAINTENANCE				
16-62817	01-00180	City of Yukon (BankOne)PW	parts to repair vehicls	7/2015	BobHoward 3934106	326.96
			parts to repair vehicles	7/2015	BobHoward 3937716	326.96
			parts to repair vehicles	7/2015	LuberBros 00153851	159.14
			parts to repair vehicles	7/2015	LuberBros 00154456	22.60
			parts to repair vehicles	8/2015	P&K 1977949	151.74
			parts to repair vehicles	8/2015	ProTurf 1308402-00	194.49
			parts to repair vehicles	8/2015	Amazon 08-11-15	479.90
16-62818	01-00180	City of Yukon (BankOne)PW	oils, lubricants, sealant	8/2015	OReily 0343-115973	50.00
			oils, lubricants, sealant	8/2015	OReily 0343-116099	8.99
			oils, lubricants, sealant	8/2015	OReily 0343-118977	15.98
16-62819	01-00180	City of Yukon (BankOne)PW	tires for vehicles	8/2015	Goodye 255-1005303	94.71
16-62820	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	8/2015	Napa 609366	89.98
			parts to repair vehicles	8/2015	Napa 609547	11.86
			parts to repair vehicles	8/2015	Napa 609289	351.39
			parts to repair vehicles	8/2015	Napa 609996	55.05
16-62821	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	8/2015	OReily 0343-115865	29.99
			parts to repair vehicles	8/2015	OReily 0343-115977	4.53
			parts to repair vehicles	8/2015	OReily 0343-116235	125.21
			parts to repair vehicles	8/2015	OReily 0343-116358	16.14
16-62827	01-00180	City of Yukon (BankOne)PW	CNG	8/2015	Loves 83258	20.07
			CNG	8/2015	Loves 84340	16.02
			CNG	8/2015	Loves 85094	1.77
			CNG	8/2015	Loves 85097	11.88
			CNG	8/2015	Loves 88481	29.31
			CNG	8/2015	Loves 88483	23.31
16-63428	01-00180	City of Yukon (BankOne)PW	mechanic stethoscope	8/2015	OReily 0343-116359	18.00
16-63429	01-00180	City of Yukon (BankOne)PW	red oil rag rental	8/2015	Clean 50724773	19.78
			uniform cleaning,ren	8/2015	Clean 50724773	18.69
16-63527	01-00180	City of Yukon (BankOne)PW	engine oil	8/2015	SmithF&G 542066	159.98
			weed eater string	8/2015	SmithF&G 542066	162.00
16-63528	01-00180	City of Yukon (BankOne)PW	red oil rag rental	8/2015	Clean 50725892	29.54
			uniform cleaning,ren	8/2015	Clean 50725892	18.69
16-63537	01-39963	Pitney Bowes Purchase Power	Fleet Maintenance	8/2015	1st Qtr '15 - '16	25.00
16-63460	01-53425	DOC/Union City Comm Corr	Ctppwp pay June '15	7/2015	UNC2015TUK3196	189.07
			adm fee	7/2015	UNC2015TUK3196	18.91
16-63461	01-53425	DOC/Union City Comm Corr	Ctppwp pay for July '15	8/2015	UNC2016YUK4009	148.92
			Adm fee	8/2015	UNC2016YUK4009	14.89
DEPARTMENT TOTAL:						3,441.45
FUND TOTAL:						25,820.38

FUND: 71 - Sanitation Enterprise

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 301		SANITATION				
16-63489	01-00123	City of Yukon (BankOne)TEC	Sant Svcs Tablets	8/2015	Verizon 9750244358	160.04
16-63310	01-00171	City of Yukon (BankOne)SAN	Decals for dumpsters	8/2015	RoedaSig 200001907	259.76
16-63465	01-00171	City of Yukon (BankOne)SAN	Right Side Windshield	8/2015	CityGlass W132964	221.51
16-62817	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	8/2015	Bruckners 461314C	755.09
			parts to repair vehicles	8/2015	Bruckners 461674C	144.46
			parts to repair vehicles	8/2015	Bruckners 461761C	111.60
			parts to repair vehicles	8/2015	J&REquip 29042	66.35
16-62819	01-00180	City of Yukon (BankOne)PW	tires for vehicles	8/2015	Goodye 255-1005285	161.98
16-62820	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	8/2015	Napa 609289	160.65
16-62821	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	8/2015	OReily 0343-116435	6.99
16-63429	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	8/2015	Clean 50724773	42.01
16-63528	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	8/2015	Clean 50725892	41.98
16-63537	01-39963	Pitney Bowes Purchase Power	Sanitation	8/2015	1st Qtr '15 - '16	10.00
DEPARTMENT TOTAL:						2,142.42
FUND TOTAL:						2,142.42

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 401		STORMWATER				
16-63434	01-1	Ok Floodplain Manag Assoc	OFMA Fall Conference	8/2015	O 1451	350.00
			OFMA Fall Conference	8/2015	O 1451	50.00
					DEPARTMENT TOTAL:	400.00
					FUND TOTAL:	400.00

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 133		** INVALID DEPARTMENT **				
16-63157	01-00136	City of Yukon (BankOne)ED	Route 66 flags for MainSt	7/2015	YukonTrophy 715266	149.25
DEPARTMENT TOTAL:						149.25
FUND TOTAL:						149.25
GRAND TOTAL:						503,394.80



Oklahoma Municipal Assurance Group

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

August 17, 2015

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

RE: Member : City of Yukon
Claimant : Jillian Vinson
Date of Loss : 5/23/2015
Claim No. : 200576-ME

Dear Ms. Hancock:

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

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

Thus to begin the 180-day statute of limitations prior to 9/8/15, you must deny this claim in writing before 9/8/15. For the 180-day period to start running, the claimant **must be notified at the address on the claim within five (5) days of the denial.** To document compliance with the Act, we recommend that you send notice of denial of this claim by certified mail.

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

Sincerely,

Mary Ellis, CPCU, AIC
Claims Supervisor

NOTICE OF TORT CLAIM

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

A. CLAIMANT REPORT To the City of Yukon
Public entity you are filing the claim against.
PLEASE PRINT OR TYPE AND SIGN

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

CLAIMANT(S) Jillian Vinson CLAIMANT(S) SOCIAL SECURITY NO. [REDACTED]

ADDRESS 1105 E Willow Pl., Yukon, OK 73099 CLAIMANT(S) DATE OF BIRTH 04/29/1991
Circle: M F _____ PHONE: HOME (405) 830-5610 BUS. () _____

(Exact Date Required) (Continue on another sheet if needed)

1. DATE AND TIME OF INCIDENT 05/23/2015 () a.m. () p.m. **for any information requested)**

2. LOCATION OF INCIDENT 1105 E Willow Pl., Yukon, OK 73099

3. DESCRIBE INCIDENT Ditch behind house flooded and raised, causing excessive damage to the concrete in the ditch and pulled my back fence out of the ground and knocked it over.

4. LIST ALL PERSONS AND/OR PROPERTY FOR WHICH YOU ARE CLAIMING DAMAGES:

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

Describe injury

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

Employer's Name Address Phone

ALL MEDICAL BILLS (attach copies) \$ _____

LIST OTHER DAMAGES CLAIMED \$ _____

MEDICARE/MEDICAID/SOCIAL SECURITY DISABILITY:

Is there any Social Security Disability involvement ___ Yes X No

Has any medical bill been paid or will be paid by Medicare/Medicaid? ___ Yes X No. If so, list Medicare/Medicaid Number.

Medicare/Medicaid Number _____

If the City is responsible for such bills, the City must report any settlement to Medicare/Medicaid.

I understand that the information requested is to assist the requesting insurance information arrangement to accurately coordinate benefits with Medicare/Medicaid and to meet its mandatory reporting obligation under Medicare Secondary Payer Act 42 U.S.C§1395y.

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

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

VEHICLE YEAR _____ MAKE _____
MODEL _____

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

IF NOT A VEHICLE, DESCRIBE PROPERTY AND LOSS Home property, back fence

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

LIST OTHER DAMAGES CLAIMED \$ _____

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

Liberty Mutual Insurance _____ H37-298-160424-40\$ _____ \$ _____

6. The names of any witnesses known to you:

Name	Address	Phone Number
<u>Kay Snider</u>	<u>1240 N Yukon Pkwy</u>	<u>336-906-2839</u>

Name	Address	Phone Number
<u>Cale Vinson</u>	<u>1105 E Willow Pl</u>	<u>405-625-8015</u>

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

TOTAL CLAIM..... \$ _____

SIGNATURE(S)

DATE

Jillian Brooke Vinson (electronic signature)

06/10/2015

CONTINUE ON THE BACK

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

To inquire about this claim you may write to OMAG Claims Dept. or call 1-800-234-9461

This Notice of Tort Claim was received by Sara Namcock

(Title) Deputy City Clerk, on June 10, 20 15

For further information on this claim contact SAME

(Title) _____, by telephone at (405) 350-3919

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

• Insurance Document

• Pictures

Information for City Owned Vehicle Involved:

Year: _____ Make: _____ Model: _____ Last 4 Vin#: _____ Dept: _____

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

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

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

	Name	Title/Position	Telephone
1.	<u>Arnold Adams</u>	<u>Public Works</u>	<u>354-2121</u>
2.	<u>Teresa Stoker</u>	_____	<u>Same</u>
3.	_____	_____	_____
4.	_____	_____	_____

Submitted by: Sara Namcock Date June 10, 20 15

Title: Deputy City Clerk

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

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



CENTER FOR ECONOMIC
DEVELOPMENT LAW

James Dan Batchelor
Leslie V. Batchelor
Emily K. Pomeroy
Lisa M. Harden
Jeff Sabin
OF COUNSEL
John C. McMurry

301 North Harvey, Suite 100
Oklahoma City, Oklahoma
73102-3421
405 232 4606 TELEPHONE
405 232 5010 FACSIMILE
www.econlaw.com

July 24, 2015

Larry Mitchell, Executive Director
Yukon Economic Development Authority
City of Yukon
10 S. 5th Street
P.O. Box 850500
Yukon, OK 73085

Re: Annual Reporting Requirements – Frisco Road Economic Development
Project Plan and Increment District No. 1 (“Increment District”)

Dear Mr. Mitchell:

As you are aware, the 2014-2015 fiscal year ended June 30, 2015. Pursuant to Section 867 of the Local Development Act, the City of Yukon is required to prepare an annual report illustrating the financial operations of the Increment District during the 2014-2015 fiscal year. A copy of such annual report should be published in a newspaper of general circulation and delivered to the chief officer of each affected taxing jurisdiction by September 27, 2015.

We are available to prepare the annual reports on your behalf or assist you with the preparation thereof as you consider appropriate. If you would like to discuss any questions related to an annual review of the Project Plan and reporting of the Increment District, please contact me or my assistant, Nancy Dennis, by phone at (405) 232-4606.

Sincerely,

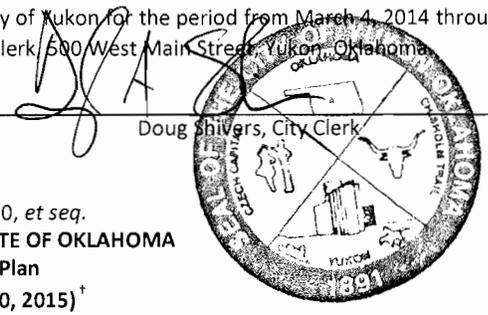
Jeff Sabin

JRS\nd

cc: Grayson Bottom, City Manager
Doug Shivers, City Clerk

PUBLIC NOTICE

The following is a summary of relevant financial information for Increment District Number One, City of Yukon for the period from March 4, 2014 through June 30, 2015. The report is available for public inspection during business hours in the office of the City Clerk, 500 West Main Street, Yukon, Oklahoma.



Doug Shivers, City Clerk

FISCAL YEAR REPORT
Pursuant to the Local Development Act, 62 O.S. 850, et seq.
INCREMENT DISTRICT NUMBER ONE, CITY OF YUKON, STATE OF OKLAHOMA
Frisco Road Economic Development Project Plan
(Reporting Period: March 4, 2014 through June 30, 2015)[†]

	Collected this Reporting Period ^{††}	Collected in Prior Reporting Periods	Cumulative Total Collected
62 O.S. § 867A.1. Increments (including revenues in lieu of taxes) Collected:			
+ Sales & Use Tax Increments:	\$202,191.71	\$0.00	\$202,191.71
+ Hotel Occupancy Tax Increments:	\$0.00	\$0.00	\$0.00
= Total Collected Increments:	\$202,191.71	\$0.00	\$202,191.71
62 O.S. § 867A.2. Expenditures, Amount and Purpose:	Expenditures this Reporting Period	Expenditures in Prior Reporting Periods	Cumulative Total Expenditures
+ PUBLIC IMPROVEMENTS	\$0.00	\$0.00	\$0.00
+ DEVELOPMENT FINANCING ASSISTANCE AND LAND ACQUISITION	\$0.00	\$0.00	\$0.00
+ PROJECT IMPLEMENTATION	\$0.00	\$0.00	\$0.00
+ CONTINGENCY	\$0.00	\$0.00	\$0.00
= Total Expenditures This Reporting Period:	\$0.00	\$0.00	\$0.00
= Total Expenditures through End of Reporting Period:			\$0.00
62 O.S. § 867A.3. Indebtedness and Costs of Financing:			
	Increase or (Reduction) in Principal Balance of Indebtedness this Reporting Period	Principal Balance of Indebtedness Reported at end of Prior Reporting Period	Cumulative Principal Balance of Indebtedness
Principal Balance:	\$0.00	\$0.00	\$0.00
	Increase or (Reduction) in of Accrued Interest this Reporting Period	Balance of Accrued Interest at end of Prior Reporting Period	Cumulative Accrued Interest on Indebtedness
Accrued Interest:	\$0.00	\$0.00	\$0.00
	Costs Incurred this Reporting Period	Costs Incurred through the end of Prior Reporting Period	Cumulative Costs of Financing
Cost of Issuing Indebtedness:	\$0.00	\$0.00	\$0.00
Interest Paid:	\$0.00	\$0.00	\$0.00
62 O.S. § 867A.4. Tax Base and Increment:			
+ Sales & Use Taxes Collected In Increment District this Reporting Period:		\$202,191.71	
- Base Sales & Use Tax Value:		\$0.00	
= Sales & Use Tax Increment Generated this Reporting Period:			\$202,191.71
+ Hotel Occupancy Taxes Collected In Increment District this Reporting Period:		\$0.00	
+ Base Hotel Occupancy Tax Value:		\$0.00	
= Hotel Occupancy Tax Increment Generated this Reporting Period:			\$0.00
62 O.S. § 867A.6. Person in charge of plan implementation during the Reporting Period:	Larry Mitchell, Executive Director, Yukon Economic Development Authority		
62 O.S. § 867A.7. Interests disclosed pursuant to 62 O.S. § 857:	None		

Note: As of June 30, 2015, the City of Yukon has advance funding relating to the Project totalling \$1,308,281.91. These funds were used to provide interim financing for the Project, and it is anticipated that such funds will be repaid either through directly apportioned future increments or a future tax increment bond issue.

[†] Amounts reported are based on books and records as of June 30, 2015, and are subject to audit and post-fiscal-year adjustment.

^{††} Including late payments collected from prior fiscal years' tax bills.

**CERTIFICATION OF SALES, USE, AND HOTEL OCCUPANCY TAX REVENUES
INCREMENT DISTRICT NUMBER ONE, CITY OF YUKON**

(Applicable for taxes payable during the period of March 4, 2014 through June 30, 2015)

I, J. I. Johnson, the City Treasurer of the City of Yukon, Oklahoma, hereby certify that the following amounts are the base, increment and total of the sales, use, and hotel occupancy tax revenues of Increment District Number One, City of Yukon, for the period beginning March 4, 2014, and ending June 30, 2015.

Base Sales and Use Tax Value		\$	0.00
Sales and Use Tax Increment Revenues	(+)	\$	0.00
Total	(=)	\$	0.00
Base Hotel Occupancy Tax Value		\$	0.00
Hotel Occupancy Tax Increment Revenues	(+)	\$	0.00
Total	(=)	\$	0.00

Date: July 29, 2015

J. I. Johnson

J. I. Johnson, City Treasurer



PARK ADMINISTRATION

DATE: August 24, 2015
FROM: Jan Scott, Parks & Recreation Director
TO: Doug Shivers, City Clerk
RE: Council Agenda September 1, 2015

MEMORANDUM

ITEM 1: Consider approval of the **Yukon Optimist Sports Club** to use the Community Center Football Field from August 19, 2015 through December 15, 2015.

ITEM 3: Consider approval of the **Stage Door** to use the YMAC Building from August 19, 2015 through April 16, 2016.

**CITY OF YUKON
PARKS AND RECREATION DEPARTMENT
OPERATION/LEASE AGREEMENT**

This agreement is made and entered into this day of August 19, 2015 by and between the City of Yukon, a municipal corporation, acting by and through the Yukon Parks and Recreation Department, hereinafter referred to as "the City", and **Yukon Optimist Sports Club** hereinafter referred to as "Organization".

WITNESS TO:

WHEREAS, the City owns, operates, and maintains recreational facilities for the benefit of the citizens of the City of Yukon and visitors to the City; and

WHEREAS, the City desires to allow the public to use certain property under the Supervision of the City of Yukon Parks and Recreation Department, under the terms and conditions as set forth hereafter.

NOW, THEREFORE, for and in consideration of the covenants and conditions contained herein, the parties agree as follows;

The City shall permit the Organization to use the following property, hereinafter referred to as the "Leased Premises": **Community Center Football Field**

1. **Duration of Permit:** This permit shall be effective and the Organization shall be permitted to use the Leased Premises from **August 19 through December 15, 2015** according to the following schedule:
Monday, Tuesday and Thursdays 5:00 p.m.-9:30 p.m.
Saturday & Sunday 9:00 a.m.-5:00 p.m.
(No Games to be scheduled on Saturday, October 24)

2. **Use of leased Premises:** The Organization shall be permitted to use the Leased Premises for the following activity or activities: **Youth Tackle Football League & Practice**

In no event shall the Organization use the Lease Premises for any purpose or for any activity not listed above, without obtaining the express approval of the Parks and Recreation Department, or the Parks and Recreation Director.

3. **Ownership:** The organization hereby acknowledges that the City is the owner of all of the property described in this permit, including real property improvements existing or erected thereon, and the Organization agrees to cooperate and protect said improvements existing or erected thereon, and the Organization agrees to cooperate and protect said improvements from damage. Title to any personal property provided by the Organization shall remain in the name of the Organization. No buildings, displays or other structures, either permanent or temporary, shall be erected or positioned within the park without prior approval of the Parks and Recreation Director.

4. **Utilities:** Organization shall be responsible for the payment of all utility charges. No

electrical, telephone or other services shall be altered, extended, or added without prior written approval of the Parks and Recreation Director. Organization shall initial this paragraph, indicating its approval and further indicating that it agrees to pay any such utility charges.

Initial: NA

5. **Security and Site Selection:** Organization will be responsible for providing security in addition to normal city police. Each organization agrees to follow the direction and instructions of the Parks and Recreation Director in regard to area assignment for parking, garages, exhibits, or any other activities or functions associated with this permit.
6. **Payment:** Organization shall furnish to the City a statement of its total gross receipts, together with payment in the amount of N/A percent N/A, of those gross receipts. The Term "Gross Receipts" as used in this permit shall mean anything of value received by Organization through the operation of activities, events or business upon the park premises, provided, however, that the term "Gross Receipts" shall not include any sales or excise taxes collected by the Organization.
7. **Accounts and Records:** Organization shall keep true and accurate books and records showing all of its transactions and the city shall have the option to inspect such books and records. Organization hereby agrees that a year-end financial statement shall be submitted to the City.
8. **Refuse:** The city will furnish all necessary refuse and garbage containers and will remove and dispose of all rubbish, refuse and garbage resulting from the special use, events or activity, provided that the refuse is deposited in receptacles provided. The Organization will be responsible for refuse and garbage pick up and facility clean up on the park ground and agrees to restore all park grounds, buildings, facilities and structures to the level of cleanliness and order which existed prior to the event, activity or use.
9. **Performance/Damage deposit:** Organization agrees to provide to the City a N/A performance/damage deposit, prior to the effective date of the permit. This deposit will be returned to Organization upon evaluation by the City that Organization has met all obligations expressed in this permit document. Non-performance of any obligation or unrepaired damage to park facilities are examples, but not the sole grounds for forfeiture of a portion or all of the deposit.
10. **Performance of contract:** Violation by Organization of the terms of this permit shall be grounds for termination by the City; and shall be grounds for prohibiting future contractual use by Organization.
11. **Liability Insurance:** Organization shall indemnify and hold the City and its employees, agents, and officers harmless from all claims, damage, suits cost, or losses arising out any negligence or wrongful conduct of the Organization or from the activities of the Organization pursuant to this agreement. Organization shall obtain public liability

insurance naming both Organization and the City as the named insured. Insurance coverage shall be obtained from a duly licensed insurance company within the State of Oklahoma, acceptable to the City, providing for minimum limits of:

\$1,000,000.00 each person

\$1,000,000.00 each accident

\$1,000,000.00 property damage

All coaches shall be required to become certified by the NYSCA, if applicable. It is the responsibility of the Organization to set up NYSCA certification clinics for their coaches and require that each coach be certified a week before the season starts. Clinics will be set up through the City of Yukon Parks and Recreation Department. A copy of the insurance policy shall be furnished to the City prior to the commencement of the permit period.

This item has been waived by the:

Park Board: _____ Date _____

City Council: _____ Date _____

12. **Risk Management Policy:** It is expressly understood and agreed that this agreement is subject to the Risk Management Policy of the City of Yukon. Pursuant to the Risk Management Policy, the Organization further agrees to meet or comply with each of the following requirement:

a. Liability Waivers: X

b. Parental Releases: X

c. Medical Waivers: X

Other: **The Organization must provide insurance policy to the Yukon Parks & Recreation Department before this contract is valid.**

13. **Inspection of Premises:** The City hereby reserves the right to enter upon the premises occupied by Organization, at any reasonable time, to inspect the same.

14. **Applicable Laws:** Organization shall comply with all Federal laws and regulations and with all other applicable laws, ordinances and regulations of the state, county and municipality where the park is located, with regard to construction, sanitation, licenses, permits and all other matters. Section Nineteen of the Yukon Parks Rules states "No

person shall consume or inhale any intoxicating substance for the purposes of this section. "No person shall consume or possess beer within any sport facility at anytime regardless of the alcoholic content.

15. **Non-Discrimination:** Organization and its employees shall not discriminate because of race, religion, color, sex orientation, origin, against any person by refusing to furnish such person any accommodation, facility service or privilege offered to or enjoyed by the general public.
16. **Assignments and subleases:** Organization shall not assign, sublease or convey any interest granted by this permit. The Organization must be the operator of the event or activity. Any document by which an interest is granted shall indicate that the person acquiring the interest takes subject to the terms of this permit.
17. **Approval of permit:** This permit shall not become effective unless it is approved by the Yukon Parks and Recreation Department, Yukon Parks & Recreation Board and signed by the Mayor of Yukon.
18. **Professional conduct:** Permittee will conduct his or her activity in a professional manner at all times and his employees and associates are expected to do likewise. Any incident of an unprofessional nature that could jeopardize the image or reflect adversely on the City of Yukon Parks and Recreation Department, or its holdings, can and will be considered grounds for termination.
19. **Fees:** Each organization shall provide information (for information purposes only) to the Yukon Parks and Recreation Board regarding fee structures to be charged per addendum A.
20. **Games and/or Tournaments:** All activities or tournaments which are not covered in this contract must be approved by the Parks and Recreation Department and a contract signed for that particular activity or tournament.
21. **Safety:** Each organization is responsible for providing information concerning appropriate safety equipment, relating to each sport, to each and all participants in their programs.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals the day and year set forth below.

Janet Kelough
Organizational Person In Charge

8/19/15
Date

Jan Scott
Yukon Parks and Recreation Director

8-24-15
Date

Joe Edwards
Chairman, Yukon Park Board

8-19-15
Date

Mayor, City of Yukon

Date

ATTEST: City Clerk

Date

SPECIAL OR OTHER AGREEMENTS: Insurance and financial statement must be attached to be a valid contract.

APPROVED:

ORGANIZATIONAL PERSON IN CHARGE

DATE

OWNER PERSON IN CHARGE

DATE

**CITY OF YUKON
PARKS AND RECREATION DEPARTMENT
OPERATION/LEASE AGREEMENT**

This agreement is made and entered into this day of August 19, 2015 by and between the City of Yukon, a municipal corporation, acting by and through the Yukon Parks and Recreation Department, hereinafter referred to as "the City", and **Stage Door** hereinafter referred to as "Organization".

WITNESS TO:

WHEREAS, the City owns, operates, and maintains recreational facilities for the benefit of the citizens of the City of Yukon and visitors to the City; and

WHEREAS, the City desires to allow the public to use certain property under the Supervision of the City of Yukon Parks and Recreation Department, under the terms and conditions as set forth hereafter.

NOW, THEREFORE, for and in consideration of the covenants and conditions contained herein, the parties agree as follows;

The City shall permit the Organization to use the following property, hereinafter referred to as the "Leased Premises": **YMAC Building**

- 1. **Duration of Permit:** This permit shall be effective and the Organization shall be permitted to use the Leased Premises from **August 19, 2015 through April 16, 2016** according to the following schedule:
- 2. **Use of leased Premises:** The Organization shall be permitted to use the Leased Premises for the following activity or activities: **rehearsals and production plays**

In no event shall the Organization use the Lease Premises for any purpose or for any activity not listed above, without obtaining the express approval of the Parks and Recreation Department, or the Parks and Recreation Director.

- 3. **Ownership:** The organization hereby acknowledges that the City is the owner of all of the property described in this permit, including real property improvements existing or erected thereon, and the Organization agrees to cooperate and protect said improvements existing or erected thereon, and the Organization agrees to cooperate and protect said improvements from damage. Title to any personal property provided by the Organization shall remain in the name of the Organization. No buildings, displays or other structures, either permanent or temporary, shall be erected or positioned within the park without prior approval of the Parks and Recreation Director.
- 4. **Utilities:** Organization shall be responsible for the payment of all utility charges. No electrical, telephone or other services shall be altered, extended, or added without prior written approval of the Parks and Recreation Director. Organization shall initial this

paragraph, indicating its approval and further indicating that it agrees to pay any such utility charges.

Initial: NA

5. **Security and Site Selection:** Organization will be responsible for providing security in addition to normal city police. Each organization agrees to follow the direction and instructions of the Parks and Recreation Director in regard to area assignment for parking, garages, exhibits, or any other activities or functions associated with this permit.

6. **Payment:** Organization shall furnish to the City a statement of its total gross receipts, together with payment in the amount of N/A percent N/A, of those gross receipts. The Term "Gross Receipts" as used in this permit shall mean anything of value received by Organization through the operation of activities, events or business upon the park premises, provided, however, that the term "Gross Receipts" shall not include any sales or excise taxes collected by the Organization.

7. **Accounts and Records:** Organization shall keep true and accurate books and records showing all of its transactions and the city shall have the option to inspect such books and records. Organization hereby agrees that a year-end financial statement shall be submitted to the City.

8. **Refuse:** The city will furnish all necessary refuse and garbage containers and will remove and dispose of all rubbish, refuse and garbage resulting from the special use, events or activity, provided that the refuse is deposited in receptacles provided. The Organization will be responsible for refuse and garbage pick up and facility clean up on the park ground and agrees to restore all park grounds, buildings, facilities and structures to the level of cleanliness and order which existed prior to the event, activity or use.

9. **Performance/Damage deposit:** Organization agrees to provide to the City a N/A performance/damage deposit, prior to the effective date of the permit. This deposit will be returned to Organization upon evaluation by the City that Organization has met all obligations expressed in this permit document. Non-performance of any obligation or unrepaired damage to park facilities are examples, but not the sole grounds for forfeiture of a portion or all of the deposit.

10. **Performance of contract:** Violation by Organization of the terms of this permit shall be grounds for termination by the City; and shall be grounds for prohibiting future contractual use by Organization.

11. **Liability Insurance:** Organization shall indemnify and hold the City and its employees, agents, and officers harmless from all claims, damage, suits cost, or losses arising out any negligence or wrongful conduct of the Organization or from the activities of the Organization pursuant to this agreement. Organization shall obtain public liability insurance naming both Organization and the City as the named insured. Insurance coverage shall be obtained from a duly licensed insurance company within the State

of Oklahoma, acceptable to the City, providing for minimum limits of:
\$1,000,000.00 each person

\$1,000,000.00 each accident

\$1,000,000.00 property damage

All coaches shall be required to become certified by the NYSCA, if applicable. It is the responsibility of the Organization to set up NYSCA certification clinics for their coaches and require that each coach be certified a week before the season starts. Clinics will be set up through the City of Yukon Parks and Recreation Department. A copy of the insurance policy shall be furnished to the City prior to the commencement of the permit period.

This item has been waived by the:

Park Board: _____ Date _____

City Council: _____ Date _____

12. **Risk Management Policy:** It is expressly understood and agreed that this agreement is subject to the Risk Management Policy of the City of Yukon. Pursuant to the Risk Management Policy, the Organization further agrees to meet or comply with each of the following requirement:

a. Liability Waivers: X

b. Parental Releases: X

c. Medical Waivers: X

Other: **The Organization must provide insurance policy to the Yukon Parks & Recreation Department before this contract is valid.**

13. **Inspection of Premises:** The City hereby reserves the right to enter upon the premises occupied by Organization, at any reasonable time, to inspect the same.

14. **Applicable Laws:** Organization shall comply with all Federal laws and regulations and with all other applicable laws, ordinances and regulations of the state, county and municipality where the park is located, with regard to construction, sanitation, licenses, permits and all other matters. Section Nineteen of the Yukon Parks Rules states "No person shall consume or inhale any intoxicating substance for the purposes of this section. "No person shall consume or possess beer within any sport facility at any time

regardless of the alcoholic content.

15. **Non-Discrimination:** Organization and its employees shall not discriminate because of race, religion, color, sex orientation, origin, against any person by refusing to furnish such person any accommodation, facility service or privilege offered to or enjoyed by the general public.
16. **Assignments and subleases:** Organization shall not assign, sublease or convey any interest granted by this permit. The Organization must be the operator of the event or activity. Any document by which an interest is granted shall indicate that the person acquiring the interest takes subject to the terms of this permit.
17. **Approval of permit:** This permit shall not become effective unless it is approved by the Yukon Parks and Recreation Department, Yukon Parks & Recreation Board and signed by the Mayor of Yukon.
18. **Professional conduct:** Permittee will conduct his or her activity in a professional manner at all times and his employees and associates are expected to do likewise. Any incident of an unprofessional nature that could jeopardize the image or reflect adversely on the City of Yukon Parks and Recreation Department, or its holdings, can and will be considered grounds for termination.
19. **Fees:** Each organization shall provide information (for information purposes only) to the Yukon Parks and Recreation Board regarding fee structures to be charged per addendum A.
20. **Games and/or Tournaments:** All activities or tournaments which are not covered in this contract must be approved by the Parks and Recreation Department and a contract signed for that particular activity or tournament.
21. **Safety:** Each organization is responsible for providing information concerning appropriate safety equipment, relating to each sport, to each and all participants in their programs.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals the day and year set forth below.

Ariela Pen

Organizational Person In Charge

8/19/15

Date

Jim Scott

Yukon Parks and Recreation Director

8-24-15

Date

Joe Edwards

Chairman, Yukon Park Board

8-19-15

Date

Mayor, City of Yukon

Date

ATTEST: City Clerk

Date

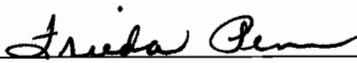
**ADDENDUM A
CITY OF YUKON
PARKS AND RECREATION DEPARTMENT
FACILITY CONTRACT**

**The Yukon Optimist Sports Club desires to use the following facilities:
(Organization)**

OWNERSHIP: City of Yukon
FACILITY: YMAC Building
AREA INVOLVED: Theatre Auditorium, Green Room, Small Office, Basement, 2 rooms
 Upstairs and Education Office
LOCATION: 601 Oak
DAYS OF WEEK: All Days
HOURS: Vary
BEGINNING DATE: August 19, 2015
ENDING DATE: April 16, 2016
ACTIVITY: Staging Plays
**ORGANIZATIONAL-
CONTACT PERSON:** Frieda Penn
ADDRESS: 2204 Yellowstone Drive
PHONE: 354-0617

MAINTENANCE RESPONSIBILITIES:	OWNER	ORGANIZATION
LIGHT BILLS	<u>X</u>	_____
Minor LIGHT REPAIRS (LIST)	<u>X</u>	_____
JANITOR	_____	<u>X</u>
PICKING UP	<u>X</u>	<u>X</u>
Large MOWING	<u>NA</u>	_____
DRAGGING FIELD	<u>NA</u>	<u>X</u>
RAKING, WATERING, LINING	_____	<u>X</u>
RESTROOMS	<u>X</u>	_____
CONCESSIONS	_____	<u>X</u>
LIABILITIES	_____	<u>X</u>
SUPERVISOR (AMOUNT OF FEE)	_____	<u>X</u>

We have read the policies of the owners involved and fully understand the agreements set forth in this contract. We agree to abide by them and to be responsible for payment of all fees and damages to property not including wear and tear.



ORGANIZATIONAL PERSON IN CHARGE
8/19/15
DATE

APPROVED:

OWNER PERSON IN CHARGE

DATE

NOTE: Special or other agreements are set forth at the end of this contract. All league schedules must be in the possession of the owner before the first game, also practice assignments.

SPECIAL OR OTHER AGREEMENTS: Insurance and financial statement must be attached to be a valid contract.

APPROVED:

ORGANIZATIONAL PERSON IN CHARGE

DATE

OWNER PERSON IN CHARGE

DATE



OFFICE OF THE CITY ATTORNEY

MEMORANDUM

To: Doug Shivers, City Clerk
From: Michael D. Segler 
Date: August 27, 2015
Subject: Agreement for Services - Yukon Sharing Ministry, Inc.

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

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

AGREEMENT FOR SERVICES

CITY OF YUKON

YUKON SHARING MINISTRY, INC.

This Agreement is made and entered into this 23th day of August, 2015, by and between the **City of Yukon**, hereinafter referred to as "City", and **Yukon Sharing Ministry, Inc.**, a not for profit Corporation, hereinafter referred to as "Contractor".

WITNESSETH:

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

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

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

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

1. **TERM:** This agreement shall be from the 1st day of July, 2015, through the 30th day of June, 2016.
2. **CONSIDERATION:** The City agrees to pay contractor, as consideration for services for the citizens of Yukon provided by Contractor the total sum of Three Hundred Twenty-five and 00/100ths Dollars (\$325.00), upon proper application.

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

3. **SERVICES:** In consideration of the above, the Contractor agrees to provide the following services:
 - A) A central location for the distribution of social services to the citizens of the City.
 - B) Financial assistance to Yukon citizens in need in the form of utilities, rent, clothing and food.

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

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

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

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

THE CITY OF YUKON

YUKON SHARING MINISTRIES, INC.
A nonprofit Corporation

John Alberts, Mayor

Don Eskew

President

ATTEST:

ATTEST:

City Clerk

Dina Elliott

Secretary

APPROVED BY:

Michael D. Segler

Michael D. Segler, City Attorney



DATE: August 19, 2015
FROM: Arnold Adams / Public Works Director
TO: Grayson Bottom / City Manager
CC: Doug Shivers / City Clerk
RE: Agenda Item – Parkland Lift Station (2506 Big Horn Canyon)– Repair

MEMORANDUM

Grayson, I am requesting approval to replace the pumps and motors for the Parkland Lift Station. These are the original pumps that are approximately 30 years old. Both valves and check valves are also bad and need replaced. Haynes Equipment will purchase the parts and Rudy Box Construction will actually do the installation. This project is not to exceed \$36,947.00. This will be funded out of the Treatment & Supply Budget 70-5203-418.

I would respectfully request it be placed on the next available agenda.

If you have any questions, please let me know, thank you for your consideration.



DATE: August 24, 2015

FROM: Mitchell Hort, Director Development Services
Audrey Fitzsimmons, Grant Specialist

TO: City Manager, City Council & City Clerk

RE: Approval of Requisition for Brewer Construction quote for completion of trail segment and for Electra Sales quote for lighting to be installed in Chisholm Trail Park funded under the OTRD Recreational Trails Program Grant

MEMORANDUM

We have received funding under our proposal to the Oklahoma Tourism and Recreation Department's Recreational Trails Program for our project to complete a trail segment, sidewalk and add lighting to Chisholm Trail Park. Please note that this is a reimbursement grant.

We ask that you authorize the expenditure of \$48,423.00 to Brewer Construction for the construction of a trail segment and sidewalks to complete the large loop around the park's perimeter and the expenditure of \$124,700 for the purchase and installation of lighting. A copy of the Brewer Construction and Electra Sales quotes are attached for your reference.

Brewer Construction Oklahoma, LLC

8301 SW 8th

P.O. Box 82457 Oklahoma City, OK 73148-0457

405-787-4962

Fax: 405-495-8972

OK Tourism
= Rec Dept.

Rec Trails
Program

74-5126-400

July 27th, 2015

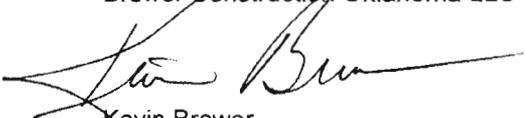
City Of Yukon
c/o Triad Design Group
Attn. Robbie Williams P.E.
3020 N.W. 149 th Street
Oklahoma City Okla. 73134

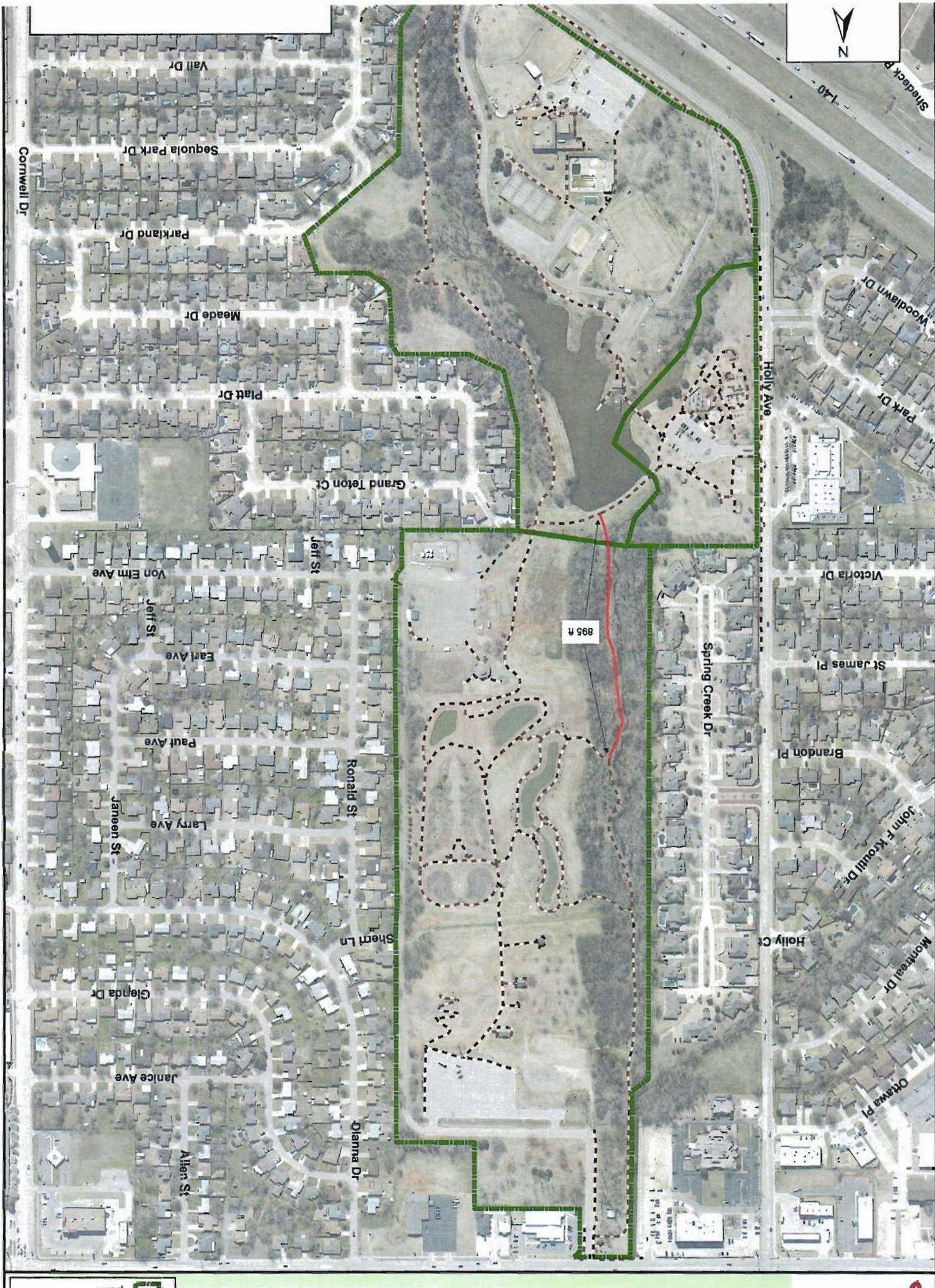
RE: 2014 Yukon Concrete, Asphalt Paving
W/ Drainage, Water And Sewer Contract
Sidewalk At Freedom Trail Park (West Side)

QUOTE

Description	Quantity	Unit Bid Price	Unit Bid Total
Concrete Pavement Removal	50 S.Y.	\$ 7.50	\$ 375.00
Unclassified Excavation	1000 C.Y.	\$ 17.00	\$ 17,000.00
4" Sidewalk	512 S.Y.	\$ 42.00	\$ 21,504.00
Saw Cutting	30 L.F.	\$ 6.75	\$ 202.50
ODOT Type A Agg Base	25 Ton	\$ 37.50	\$ 937.50
15" CGMP	40 L.F.	\$ 33.00	\$ 1,320.00
15" CGMP End Section	4 Ea.	\$ 186.00	\$ 744.00
Trenching 0-10'	40 L.F.	\$ 16.00	\$ 640.00
Solid Slab Sod 200sy +	1200 S.Y.	\$ 2.25	\$ 2,700.00
Survey / Staking / Design	30 Hrs.	\$ 100.00	\$ 3,000.00
	Total Quote	\$	\$ 48,423.00

Thank You
Brewer Construction Oklahoma LLC


Kevin Brewer



STANDARD TERMS AND CONDITIONS OF SALE

These standard terms and conditions of sale ("Terms and Conditions") apply to any and all orders placed by purchaser ("Purchaser") for purchases of products or services (together, "Products") from and after August 19, 2013 from Philips Lighting Company and its Affiliates (Excluding Philips Advance Ballasts & Philips Consumer Luminaires (including Forecast and Thomas)) ("Manufacturer"), whether or not such purchase is subject to a signed purchase order, distribution or other agreement between Manufacturer and Purchaser. Ordering Products from Manufacturer constitutes acceptance of the terms set forth herein, as such terms may have been updated through the date of such order. Any different, or additional terms in any purchase order, blanket instructions or other writing from Purchaser shall be deemed a material alteration hereof and are hereby expressly objected to and rejected and shall be of no force or effect. Commencement of performance or shipment shall not be construed as acceptance of any of Purchaser's terms and conditions which are different from or in addition to those contained in the Agreement. Course of performance or usage of trade shall not be applied to modify these Terms and Conditions.

ORDERS; CHANGES AND CANCELLATIONS

All orders must be placed in writing and delivered directly to Manufacturer from the entity that will be liable for the payment of the order. Verbal orders or orders through a third party will not be accepted. No order is final as to Manufacturer until accepted by Manufacturer by written acknowledgement. All orders that are accepted by Manufacturer are subject to these Terms and Conditions. After acceptance, requests to cancel or change orders must be submitted in writing to Manufacturer. All requests are reviewed for approval before processing and are subject to any and all cost or expense incurred by Manufacturer from such cancellation or change including, without limitation, costs for work performed and/or materials purchased by Manufacturer for Products. Hold orders may be accepted for informational purposes only. Procurement and production process will not be initiated and delivery commitments will not be provided without firm release dates.

PRICES

All prices represent those in effect at the time of quotation and are subject to change without notice. All prices are as stated in Manufacturer's quote and specifically override any prices referenced in Purchaser's purchase order. Unless prices are quoted as "firm" by an officer of Manufacturer, Manufacturer reserves the right to invoice prices in effect at the date of shipment, regardless of any prior quote and regardless of whether notice was received by Purchaser. All prices and other terms are subject to correction for typographical or clerical errors.

SALES MATERIALS; SPECIFICATIONS

Any catalog, specification or price sheet or other similar documentation prepared by Manufacturer is strictly for the convenience of the user and shall not be deemed as an offer to sell. Manufacturer believes such documentation is complete and accurate at time of printing, but does not warrant that such documentation is error free. Manufacturer will not accept responsibility for any damages including labor charge backs in connection with errors of measurements, descriptions, application recommendations, etc. Products will be shipped in accordance with the standard styles and sizes as described in Manufacturer's catalogs or, for special or made-to-order Products, in accordance with Manufacturer's drawings and specifications sheets. In the event of a conflict between a customer's written order and a Manufacturer drawing or specification sheet marked "approved" or the like, the Manufacturer drawing or specification sheet shall prevail. Manufacturer reserves the right to change details of design, materials and finish at any time without written notice.

TERMS OF PAYMENT

Unless otherwise stated in Manufacturer's invoice or agreed to in writing by Manufacturer, terms of payment for orders shipped to destinations in the United States will be (i) for orders into stock, 1% 10th Prox, Net 25th Prox 2nd for Stock orders from date of invoice and (ii) for drop ship orders, 1% 10th Prox, Net 25th Prox from date of invoice. The terms of payment are subject to review of Purchaser's credit by Manufacturer. Manufacturer shall have the right, at any time and from time to time, to require cash payments in advance or a letter of credit or other assurance of payment satisfactory to Manufacturer as a condition to acceptance of any order or shipment of any Product. Unless otherwise agreed to by Manufacturer, payment shall be by check to be drawn on Purchaser's corporate account, by wire transfer to Manufacturer's account at a commercial bank designated by Manufacturer, or by Manufacturer's draw upon a letter of credit satisfactory in form and substance to Manufacturer. The requirement of a letter of credit is standard for shipments outside the United States for special products, and for F.O.B. factory orders. All payments by Purchaser shall be made in United States Dollars and shall be paid in full, without set-off, deduction or counterclaim.

TAXES AND GOVERNMENTAL CHARGES

Prices do not include any taxes or other governmental fees, charges or assessments, including, without limitation, value-added, sales, use or privileges taxes, required governmental withholdings or excise or similar taxes levied by any government, now or hereafter enacted. In Manufacturer's discretion, any such taxes, charges or withholdings may be added to the price for any Products or may be billed separately. Purchaser will pay all such taxes and charges, on or before their due dates. In the event Manufacturer is required at any time to pay any such tax or charge, Purchaser will reimburse Manufacturer promptly on demand.

LATE CHARGES; COSTS

If Purchaser fails to pay in full without any set off or deduction any amount due to Manufacturer promptly when due, Manufacturer may recover, in addition to the payment due, interest thereon at a rate equal to the lesser of 1-1/2% per month and the maximum rate of interest allowable under applicable law and Purchaser shall be liable for all costs and expenses, including reasonable attorneys' fees, incurred by Manufacturer in collecting or attempting to collect any and all overdue accounts.

PACKAGING AND HANDLING

Manufacturer shall determine the method of packaging for all Products. If Purchaser requires special packaging or handling, such request must be made in writing and charges for special packaging, handling, and delivery shall be added to the price of the Products. Unless specifically agreed to in writing, Manufacturer will not be responsible for the payment of any penalties or special handling charges relating to Manufacturer's failure to comply with a customer's special requirement for order processing, handling, packaging, shipping or invoicing.

SHIPMENT, DELIVERY AND TITLE

Products will be tendered and shipped FOB (Incoterms 2010) Manufacturer's plant or warehouse. Manufacturer will select the carrier and routing and ship Products freight prepaid and added to the price of the Products. Manufacturer may, at its discretion, choose to make partial shipments and shall bill each shipment as it is made, but on terms applicable to the complete order. Upon request, Manufacturer will drop-ship individual orders of \$1,000 or more to any one destination within the continental United States. Manufacturer may refuse to make direct shipments outside of Purchaser's regular service area. Orders that are for less than \$1,000 in total are subject to a \$100 shipping and handling fee. Manufacturer may, at its discretion, offer freight allowances for orders in excess of certain set prices and/or for orders shipped outside the continental United States. Purchaser shall contact Manufacturer for the applicable terms and conditions of any freight allowances offered by Manufacturer. Where Manufacturer provides such an allowance to Purchaser, Manufacturer will use its own discretion in routing the shipment. If a more expensive means of transportation or other special delivery requirements are requested by Purchaser, Purchaser assumes and shall pay all additional costs. Delivery dates of all shipments are estimated and are not guaranteed. The shipment date mentioned on Manufacturer's quote or order acknowledgement, if any, is Manufacturer's approximation of a shipment date, and is not a fixed or guaranteed shipment date. Manufacturer assumes no liability in connection with any delay in delivery. Postponement of deliveries at Purchaser's request, if for a period of more than ten (10) days, will not be permitted unless prior approval is given by an authorized officer of Manufacturer. Any claims for shortages, losses, or damages sustained in transit shall be made by Purchaser with the carrier and must be documented on delivery receipt. Upon request, Manufacturer will provide evidence of delivery of Products to the carrier, but reserves the right to charge a reasonable fee for all proof of delivery requests.

STORAGE

Purchaser shall pay any detention, storage, handling or auxiliary charges assessed by carriers or warehousemen resulting from Purchaser's requirements for special service or Purchaser's failure to accept delivery in a timely manner.

PRODUCT ACCEPTANCE

All Products delivered hereunder shall be deemed accepted by Purchaser as conforming to this Agreement, and Purchaser shall have no right to revoke any acceptance, unless written notice of the claimed nonconformity is received by Manufacturer within sixty (60) days of delivery thereof. Notwithstanding the foregoing, any use of a product by Purchaser, its agents, employees, contractors or licensees, for any purpose, after delivery thereof, shall constitute acceptance of that product by Purchaser.

FORCE MAJEURE

Manufacturer shall have no liability or obligation in connection with any failure to manufacture or deliver due to causes beyond Manufacturer's reasonable control including but not limited to strikes, lockouts, fires, riots, wars, acts of God, inability to obtain materials, components or supplies, failure or breakdown of machinery, production scheduling delays, government regulations or other conditions.

PRODUCT RETURNS

In the event it is necessary to return Products to Manufacturer, Purchaser must follow the procedure outlined in these Terms and Conditions. For Purchaser's who received their Products from an authorized distributor of Manufacturer, the procedure outlined below should be directed to, and the term "Manufacturer" shall mean, such distributor. To obtain approval to return Products to Manufacturer, Purchasers must contact Manufacturer's Customer Service staff at (800) 215-1068 (Fall River); (800) 234-1890 (Tupelo); (800) 334-2212 (Somerset) during normal business hours. If a return is approved, a packet will be prepared and mailed to the Purchaser within two standard business days containing (i) a Return Authorization ("RA") number; and (ii) two copies of the authorized RA form (one for the Purchaser's records and one to be included with the return shipment).

NO PRODUCT RETURNS WILL BE ACCEPTED BY MANUFACTURER IF NOT ACCOMPANIED BY A VALID RA NUMBER

Product returned without a RA number will either be refused or returned to Purchaser at Purchaser's expense. Manufacturer is not liable for loss or damage to unauthorized product returns. Once issued, RA numbers are valid for 30 days. Any returns received after 30 days of the issuance of an RA will be refused. Purchaser is responsible for all return freight charges, including taxes, customs and duties if applicable. All product returned for credit must be new, undamaged, and in factory sealed packaging. Product may not be returned if it is non-standard, made-to-order, or manufactured to Purchaser's specific design or specification (including units with non-standard components or accessories), or is outdated or phase-out stock product. Any product returned with marked box, damaged box, missing components, (e.g. cables, manuals, etc.), or other damage not caused by Manufacturer will be assessed a higher restocking fee to cover the cost of replacements.

All Products returned are subject to inspection. Un-saleable and damaged merchandise may be credited at salvage value or less costs of repairs. Credit can be issued only on Products re-saleable as new. Manufacturer may at its option issue credit at prices prevailing at time of shipment, or time of return, whichever is lower, less the any applicable restocking or other charges.

Returns authorized by Manufacturer, other than return of Defective Products which are subject to the terms of Manufacturer's applicable Limited Warranty, will be subject to a restocking fee and Purchaser will pay all transportation costs associated with the return, including taxes, customs and duties, if applicable. Product returned in original condition will be assessed up to a 20% restocking fee. Requests to return non-defective stocking merchandise can be made once per calendar year without a re-stocking fee. This once per calendar year return cannot exceed 3% of prior 12 month purchases and must be accompanied by an offsetting order of equal or greater value.

LIMITED WARRANTY

Manufacturer's limited warranty for the Products is posted on Manufacturer's website at www.philips.com/warranties

EXPORT CONTROL

Purchaser understands that certain transactions of Manufacturer are subject to export control laws and regulations, such as but not limited to the UN, EU and the USA export control laws and regulations ("Export Regulations"), which prohibit export or diversion of certain products and technology to certain countries. Any and all obligations of Manufacturer to export, re-export or transfer Products as well as any technical assistance, training, investments, financial assistance, financing and brokering will be subject in all respects to such Export Regulations and will from time to time govern the license and delivery of Products and technology abroad by persons subject to the jurisdiction of the relevant authorities responsible for such Export Regulations. If the delivery of products, services and/or documentation is subject to the granting of an export or import license by certain governmental authorities or otherwise restricted or prohibited due to export/import control regulations, Manufacturer may suspend its obligations and the Purchaser's end-user's rights until the license is granted or for the duration of such restrictions or prohibitions. Furthermore, Manufacturer may at its option terminate the relevant order in all cases without incurring any liability towards the Purchaser or end-user. Purchaser warrants that it will comply in all respects with the export, re-export and transfer restrictions set forth in such Export Regulations or in export licenses (if any) for every Product supplied to Purchaser. Purchaser accepts the responsibility to impose all export control restrictions to any third party if the items are transferred or re-exported to third parties. Purchaser shall take all actions that may be reasonably necessary to ensure that no customer/purchaser or end-user contravenes such Export Regulations. Purchaser shall indemnify Manufacturer against any and all direct, indirect and punitive damages, loss, costs (including attorney's fees and costs) and other liability arising from claims resulting from Purchaser's or its customers' breach or non-compliance with this section.

ANTI-BRIBERY

Purchaser and its owners, officers, directors, employees, or agents have not and will not engage in any activities that violate the United States Foreign Corrupt Practices Act, the UK Bribery Act, or any other anti-corruption laws or laws prohibiting the payment of commercial or private bribes. In particular, and not in limitation of the foregoing, Purchaser and its owners, officers, directors, employees, or agents will not pay, offer, or promise to pay, or authorize the payment directly or indirectly, of any money, gift, or anything of value to any Government Official, as defined below, for the purpose of influencing any act or decision of such official or of the government to obtain or retain business, or direct business to any person. As used in this Section, "Government Official" means any minister, officer, director or employee of a government or any department, agency, or instrumentality thereof, or of a public international organization (such as the World Bank, International Monetary Fund or United Nations), or any person acting in an official capacity for or on behalf of any such government or department, agency, or instrumentality, or for or on behalf of any such public international organization.

INDEMNIFICATION

Purchaser shall indemnify, defend and hold harmless Manufacturer and its officers, directors, agents, employees, affiliates, successors, and assigns from and against all losses, liabilities, costs and expenses arising out of or in connection with any claim by third parties for any loss, damage or injury or death caused or alleged to be caused by: (a) the negligent use, application, or installation of Product by Purchaser or its employees, partners to whom Purchaser sold Product, contractors, agents or affiliates, (collectively, "Purchaser Parties"); or (b) the modification of Product or integration of Product into other products by any of the Purchaser Parties unless authorized in writing by Manufacturer. Purchaser shall not join, settle or otherwise attempt to affect or dispose of any such claim without Manufacturer's written consent.

PROPRIETARY RIGHTS

Manufacturer shall defend any suit or legal proceeding brought against Purchaser by a third party based on a claim that the manufacture and sale of a Product, or any part thereof, constitutes infringement of any patent of the United States, if notified promptly in writing and given authority, information and assistance (at Manufacturer's expense) for defense of same, and Manufacturer shall pay damages or costs finally awarded against Purchaser therein to the extent that such damages and costs are directly and solely attributable to such infringement. The use of such Products by Purchaser is beyond the control of Manufacturer and Manufacturer has no obligation or liability whatsoever in connection with any suit claiming infringement by reason of the use of the Products. Notwithstanding the foregoing, with respect to all Products manufactured by Manufacturer, either in whole or in part, to Purchaser's designs, specifications or instructions, Purchaser shall defend and hold harmless Manufacturer from all liability, loss, cost and expense (including attorney's fees) resulting from claims of alleged infringement of patents, designs, copyrights, trademarks, and other proprietary rights. If any Product is, or in Manufacturer's opinion is likely to become, the subject of a claim of infringement under this Section or if Manufacturer receives from a claim of infringement from a third party in relation to any of the Products, Manufacturer shall have the right, without obligation or liability on its sole option, to: (i) grant or for Purchaser the right to continue to use or sell the Product; (ii) replacement the Product with a non-infringing product, or (iii) modify the Product in such a way as to make the modified Product non-infringing; or (iv) repurchase such Product from the Purchaser for the initial price paid by Purchaser less reasonable depreciation; or (v) suspend or discontinue supply of the Purchaser of the Products or parts to which such notice relates or (vi) terminate any agreement to the extent related to such Product.

SOFTWARE LICENSE

Any software included with a Product, is licensed and not sold. The license is nonexclusive and is limited to use with the Product. No other use is permitted and Manufacturer retains for itself (or, if applicable, its suppliers) all title and ownership to any software delivered hereunder, all of which contains confidential and proprietary information and which ownership includes, without limitation, all rights in patents, copyrights, trademarks and trade secrets. Purchaser shall not sell, transfer, sublicense, reverse engineer or disassemble or redistribute the software. Purchaser shall not copy, disclose, or display any such software or otherwise make it available to others.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties and supersedes all prior negotiations, proposals, agreements and understandings, whether oral or written, relating to the products to be purchased hereunder or otherwise relating to the subject matter of this Agreement. Any representation, warranty, course of dealing or trade usage not expressly contained or referenced herein shall not be binding on Manufacturer. If the products purchased from Manufacturer are to be used in the performance of a government contract or subcontract, no government requirements or regulations shall be binding upon Manufacturer unless specifically agreed to by Manufacturer in writing.

APPLICABLE LAW; LIABILITY

The law applicable to sales in the United States under these Terms and Conditions shall be Article 2 of the Uniform Commercial Code as applicable to the state of destination. The United Nations Convention on Contracts for the International Sales of Goods is hereby excluded and shall not apply.

UNDER NO CIRCUMSTANCES SHALL MANUFACTURER'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE SALE OF PRODUCTS, IN CONTRACT, TORT OR OTHERWISE, EXCEED THE PURCHASE PRICE OF THE PRODUCT TO WHICH SUCH LIABILITY RELATES. IN NO EVENT SHALL MANUFACTURER BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR COMPENSATORY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF USE, PROFITS, BUSINESS OR GOODWILL EVEN IF MANUFACTURER HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

PRODUCT SAFETY

Purchaser shall comply fully with all industry safety standards applicable to the manufacture, distribution or sale of items incorporating the products supplied by Manufacturer, including but not limited to American National Standards Institute (ANSI)/Illuminating Engineering Society of North America (IESNA) RP-27 (or equivalent eye safety labeling standards) and International Standard IEC 62471-2006, published by the International Electrotechnical Commission, including all marking, labeling, and supplemental user and service information (if any) required by the standards, where applicable. Purchaser shall comply fully with all applicable safety-related laws, rules and regulations of any governmental body having jurisdiction to regulate the manufacture, distribution or sale of items incorporating the products supplied by Manufacturer. Purchaser shall obligate all persons and entities buying such products from Purchaser (other than end users) to comply with such industry standards, laws, rules or regulations applicable to such person or entity. Purchaser shall defend and hold Manufacturer harmless against any expense, loss, costs or damages relating to any claimed failure by Purchaser to comply with such industry standards, laws, rules or regulations or from any bodily injury, illness or property damage resulting from products manufactured by Purchaser which incorporate the products supplied by Manufacturer.



DATE: August 24, 2015

FROM: Mitchell Hort, Director Development Services
Audrey Fitzsimmons, Grant Specialist

TO: City Manager, City Council & City Clerk

RE: Approval of Requisition for Lightcast, Inc. quote for school zone beacon assemblies funded under the TSET Healthy Communities Incentive Grant

MEMORANDUM

We have received funding under our proposal to the Tobacco Settlement Endowment Trust for our project to improve the school zone areas surrounding Myers Elementary, Independence Elementary, Skyview Elementary, Lakeview Elementary, and Yukon Middle Schools. In furtherance of this project, we ask that you authorize the expenditure of \$61,974.00 to Lightcast, Inc. for the purchase of 7 school zone beacon assemblies and associated other parts for their installation. A copy of the Lightcast, Inc. quote is attached for your reference.

Lightcast® Inc.
 PO 538 Dowzer Ave.
 Pell City, Alabama 35125

Troy Howard
troy.howard@lcpai.com
 (678) 339-2326 ext. 2525

Proposal for Audrey Fitzsimmons
 City of Yukon
 405-350-5982
afitzsimmons@cityofyukonk.gov
 July 28, 2015

P. O. NUMBER	TERMS	SHIP	VIA	F.O.B
	UPON RECEIPT			Pell City, AL

LINE #	QTY	PART #	DESCRIPTION	PRICE	TOTALS
1	3	LC112-D12R	Solar School Zone Beacon with Radar. Double 12" LED's yellow/amber, polycarbonate heads, 80 watt solar panel with mounting bracket, 365 day programmable timer module, aluminum lockable battery box, flasher, regulator, wiring, partially assembled and mounting hardware to mount to existing post. LED radar display. System consists of (2)-two 10" high characters, all aluminum construction, front face acts as a shade and protector for LED Lamps, directional radar, 2 violator alerts: for over speed flashing and over speed blanking, color to be black face and white balance. Automatic light sensor. battery included "Your Speed Is" sign included. *25 mph speed limit when flashing" sign included. (Add AP22 Timer Clock)	\$6,612.00	\$19,836.00
2	4	LC112-D12R-AC	Solar School Zone Beacon with Radar. Double 12" LED's yellow/amber, polycarbonate heads, 80 watt solar panel with mounting bracket, 365 day programmable timer module, aluminum lockable battery box, flasher, regulator, wiring, partially assembled and mounting hardware to mount to existing post. LED radar display. System consists of (2)-two 10" high characters, all aluminum construction, front face acts as a shade and protector for LED Lamps, directional radar, 2 violator alerts: for over speed flashing and over speed blanking, color to be black face and white balance. Automatic light sensor. "Your Speed Is" sign included. *25 mph speed limit when flashing" sign included. (ADD AP22 Timer Clock)	\$5,225.00	\$20,900.00
3	5	LCER11-P-AC299	11 " Punched Face display, DC, System Weight 9 lb, preset radar (2-99 MPH), 2 violator alerts: for over speed flashing and over speed blanking, built in strobe with speed settings "YOUR SPEED IS" sign included	\$2,450.00	\$12,250.00
5	7	LC-12-BEACON/ADD	12" beacon and wiring	\$330.00	\$2,310.00
6	8	LCCTR-15	COMPLETE 15' SPUN POLE KIT TO INCLUDE ALL MOUNTING HARDWARE. 15' crash tested 4" round aluminum spun pole with pedestal base, top cap, anchor bolts, signal head mount arm and control box mount.	\$691.00	\$5,528.00
7		GSMS	Shipping and Handling Each		\$1,150.00
8		TAX	Tax is customer's responsibility outside the state of Alabama		\$0.00

* Quote valid for 30 days.				TOTAL	\$61,974.00
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Customer responsible for any

Delivery storage, customs clearance, duty, import taxes, etc.

Authorized Signature:

Print Name/Title:

Date:



SPEED
LIMIT
25

YOUR SPEED IS

16

RESOLUTION NO. 2015 – 15

**A Resolution of the City Council of the City of Yukon, Oklahoma
Adopting the Operating Budget for the Fiscal Year**

WHEREAS, the City Council of the City of Yukon, Oklahoma has completed the process required in 11 O.S. § 17-201 et.seq.; and

WHEREAS, agreement has been reached relative to the estimated revenues and necessary appropriations for the various accounts within various funds for the 2015-2016 fiscal year; and

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

Section 1. That the 2015-2016 fiscal year operating budget was adopted on June 2, 2015 as required by 11 O.S. ~ 17-213,

Section 2. That the resolution and a copy of the adopted budget have been transmitted to the Oklahoma State Auditor and Inspector and one copy transmitted to the Clerk of this municipality.

Section 3. That sinking fund requirements be filed with the Canadian County Excise Board.

PASSED and approved by the Mayor and City Council of the City of Yukon, Oklahoma this 1st day of September, 2015.

John Alberts, Mayor

ATTEST:

City Clerk