



**September 3, 2013**

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**Ken Smith, Mayor ~ At-Large**  
**Rick Opitz, Vice Mayor ~ Ward 3**  
**John Alberts, Council Member ~ Ward 2**  
**Nick Grba, Council Member ~ Ward 1**  
**Michael McEachern, Council Member ~ Ward 4**  
**Grayson Bottom, City Manager**

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Yukon City Council / Yukon Municipal Authority Work Session  
Centennial Building - 12 South 5<sup>th</sup> Street  
September 3, 2013 – 6:00 p.m.

1. **Discuss Tax Increment Financing (TIF) District basics**
  - A. **Concepts**
  - B. **Initial Steps**
  - C. **Implementation**
  - D. **Dissolution**

# City Council - Municipal Authority Agendas

September 3, 2013 - 7:00 p.m.

Council Chambers - Centennial Building

12 South Fifth Street, Yukon, Oklahoma

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The City of Yukon strives to accommodate the needs of all citizens, including those who may be disabled. If you would like to attend this Council meeting but find it difficult to do so because of a disability or architectural barrier, please contact City Hall at 354-1895. We will make a sincere attempt to resolve the problem. If you require a sign-language interpreter at the meeting, please call or notify City Hall, 500 West Main, by noon, September 2, 2013.

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**Invocation:** Pastor Debi Powell-Maxwell, First Christian Church

**Flag Salute:**

**Roll Call:** Ken Smith, Mayor  
Rick Opitz, Vice-Mayor  
John Alberts, Council Member  
Nick Grba, Council Member  
Michael McEachern, 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 20, 2013**
- B) Payment of material claims in the amount of \$68,718.36**

**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 20, 2013**
- B) Payment of material claims in the amount of \$297,570.91**
- C) Designating the items on the attached list from the Technology Department as surplus and authorizing their sale, donation, or trade**
- D) The renewal of the existing Parks and Recreation Department Operation/Lease Agreement with Yukon Optimist Sports Club for use of the Community Center Football Field from August 21, 2013 through December 15, 2013**
- E) The renewal of the existing Parks and Recreation Department Operation/Lease Agreement with Stage Door for use of YMAC Building from August 21, 2013 through August 21, 2014**
- F) The Agreement for Services between the City of Yukon and Oklahoma Czechs, for the period beginning July 1, 2013 through June 30, 2014, at a cost of \$1,455.00**
- G) Denial of Claim No. 132626-KW from Justin Icenhower, as recommended by the Oklahoma Municipal Assurance Group**
- H) Resolution 2013-12, a Resolution of the City Council of the City of Yukon, Oklahoma, adopting the Operating Budget for the Fiscal Year**
- I) Setting the date for the next regular Council meeting for September 17, 2013, 7:00 p.m., in the Council Chambers of the Centennial Building, 12 S. Fifth St.**

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

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

- 3. Consider approving an expenditure of funds in an amount of \$195,395.74, to repair water wells at the well field in Oklahoma City, due to damages from the May 31, 2013 storms, as recommended by the Public Works Director**

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

- 4. Consider approving an expenditure of funds in an amount of \$36,000.00, for wildland firefighting gear, from NAFECO Inc., to be paid from the Capital Improvement Fund, as recommended by the Fire Chief**

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

5. Consider approving Change Order No. 1, in the amount of \$5,625.00, and Amendment No. 1, in the amount of a decrease of \$6,672.93, to the City of Yukon Community Development Grant (CDBG) Year 10 and Year 11 Roadway, Waterline, and Sanitary Sewer Line Replacement Project

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

6. Consider accepting the City of Yukon Community Development Block Grant (CDBG) Year 10 and Year 11 Roadway, Waterline, and Sanitary Sewer Line Replacement Project and placing the maintenance bonds into effect.

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

7. Consider and approve Resolution 2013-11, a Resolution approving the Trust Indenture creating the Yukon Economic Development Authority (“Authority”); approving and accepting beneficial interest for the City of Yukon, Oklahoma in the Authority; and appointing trustees of the Authority.

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

8. City Manager’s Report – Information items only

- A. Street Projects Report

9. New Business

10. Council Discussion

11. Adjournment

## Yukon Municipal Authority Minutes August 20, 2013

ROLL CALL: (Present) Ken Smith, Chairman  
Rick Opitz, Vice-Chairman  
John Alberts, Trustee  
Nick Grba, Trustee  
Michael McEachern, 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 6, 2013**
- B) Payment of Material claims in the amount of \$98,618.26**

The motion to approve the YMA Consent Docket, consisting of the approval of the minutes of the regular meeting of August 6, 2013 and Payment of Material claims in the amount of \$98,618.26, was made by Trustee Opitz and seconded by Trustee McEachern.

**The vote:**

**AYES: Opitz, Smith, Grba, McEachern, Alberts**

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

(Adjourn as YMA and Reconvene as Yukon City Council)

EXHIBIT A  
YUKON MUNICIPAL AUTHORITY  
(Yukon, Oklahoma)  
SALES TAX AND UTILITY SYSTEM REVENUE BONDS  
SERIES 2012

PAYMENT REQUISITION  
YUKON MUNICIPAL AUTHORITY  
CONSTRUCTION FUND  
Project Account

TO: Bank of Oklahoma, N.A., Trustee

FROM: Yukon Municipal Authority

DATE:

Pursuant to the provisions of the General Bond Indenture dated June 1, 1996, and Supplemented by the Supplemental Bond Indenture dated December 1, 2012 by and between Yukon Municipal Authority and Bank of Oklahoma, N.A., Oklahoma, as Trustee, you are directed to pay Creditor from the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

<u>Brewer Construction Company</u>	<u>82-8675-16-5</u>
CREDITOR	TRUST NO.

ITEM		ITEM NO.
<u>8/26/13</u>	<u>concrete asphalt paving</u>	<u>\$29,611.88</u>
DATE	PURPOSE	AMOUNT

AUTHORIZATION AND CERTIFICATE OF GENERAL MANAGER

With reference to the above requisition, the undersigned certifies:

The above requisition is approved.

Each obligation therein has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project as evidenced by

the certificate of the supervising architect or engineer or other appropriate certification.

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

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

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

YUKON MUNICIPAL AUTHORITY

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

Date

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

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

Authorized Officer

Submit in triplicate:

1 to Bank

1 to General Manager

1 to City



August 26, 2013

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

**Re: 2011 Yukon Concrete, Asphalt Paving W/Drainage, Water and Sewer Contract  
CIP Sanitary Sewer Sheet 3**

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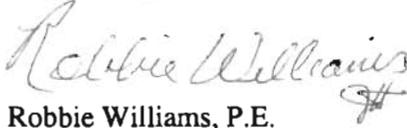
**Priority #1  
Estimate #2**

Dear Mr. Adams:

Please find attached Brewer Construction Company Yukon Claim # 2013-42 in the amount of \$29,611.88 for which we recommend payment.

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

Respectfully Submitted,



Robbie Williams, P.E.

RW/jh

Attachment

cc: J.I. Johnson, Yukon City Treasurer  
File E195

**Brewer Construction Co.**

8301 SW 8th St. - Oklahoma City, OK 73128  
PO Box 82485 - Oklahoma City, OK 73148  
405-787-4962  
Fax 405-495-8972

August 26th, 2013

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

RE: 2011 Yukon Concrete, Asphalt Paving  
W/ Drainage, Water And Sewer Contract  
CIP Sanitary Sewer Sheet 3  
Priority # 1

Yukon Claim # 2012 - 42

Estimate # 2

Description	Quantity	Unit Bid Price	Unit Bid Total
8" Pipe Bursting	593 L.F.	\$ 80.00	\$ 47,440.00
Re-Connect Sewer Service	21 Ea.	\$ 360.00	\$ 7,560.00
Rehabilitate Manhole	4 Ea.	\$ 680.00	\$ 2,720.00
Extra Vertical Foot Manhole	0 V.F.	\$ 120.00	\$ -
Solid Slab Sod 200sy +	266 S.Y.	\$ 2.25	\$ 598.50
T.V. Inspection	593 L.F.	\$ 3.85	\$ 2,283.05
		Total Completed	\$ 60,601.55
		Less 5 % Retainage	\$ (3,030.07)
		Less Previously Paid	\$ (27,959.80)
		Total Due Est. # 2	\$ 29,611.88

Thank You  
Brewer Construction Company

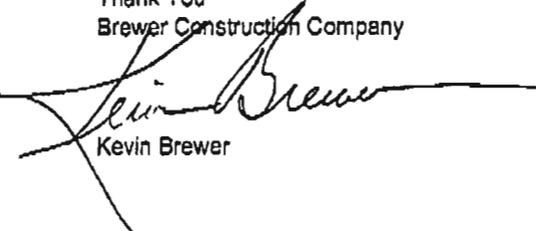
  
Kevin Brewer

EXHIBIT A  
YUKON MUNICIPAL AUTHORITY  
(Yukon, Oklahoma)  
SALES TAX AND UTILITY SYSTEM REVENUE BONDS  
SERIES 2012

PAYMENT REQUISITION  
YUKON MUNICIPAL AUTHORITY  
CONSTRUCTION FUND  
Project Account

TO: Bank of Oklahoma, N.A., Trustee

FROM: Yukon Municipal Authority

DATE:

Pursuant to the provisions of the General Bond Indenture dated June 1, 1996, and Supplemented by the Supplemental Bond Indenture dated December 1, 2012 by and between Yukon Municipal Authority and Bank of Oklahoma, N.A., Oklahoma, as Trustee, you are directed to pay Creditor from the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

<u>Brewer Construction Company</u>	82-8675-16-5
CREDITOR	TRUST NO.

<u>ITEM</u>		<u>ITEM NO.</u>
<u>8/26/13</u>	<u>concrete asphalt paving</u>	<u>\$9,261.32</u>
DATE	PURPOSE	AMOUNT

AUTHORIZATION AND CERTIFICATE OF GENERAL MANAGER

With reference to the above requisition, the undersigned certifies:

The above requisition is approved.

Each obligation therein has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project as evidenced by

the certificate of the supervising architect or engineer or other appropriate certification.

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

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

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

YUKON MUNICIPAL AUTHORITY

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

Date

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

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

Authorized Officer

Submit in triplicate:

1 to Bank

1 to General Manager

1 to City



August 26, 2013

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

**Re: 2011 Yukon Concrete, Asphalt Paving W/Drainage, Water and Sewer Contract  
CIP #27 Inla Storm Sewer  
Estimate #2  
2012 Revenue Bond Series B**

Dear Mr. Johnson:

Please find attached Brewer Construction Company Yukon Claim # 2013-41 in an amount of \$9,261.32 for which we recommend payment.

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

Respectfully Submitted,

Robbie Williams, P.E.

RW/jh

Attachment

cc: File E195/Pay Claims/Road Projects

# Brewer Construction Co.

8301 SW 8th St. - Oklahoma City, OK 73128  
 PO Box 82485 - Oklahoma City, OK 73148  
 405-787-4962  
 Fax 405-995-8972

August 26th, 2013

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

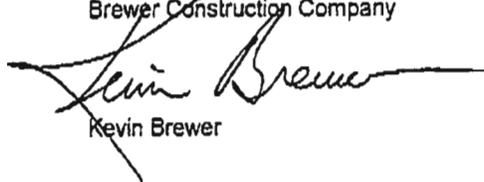
RE: 2011 Yukon Concrete, Asphalt Paving  
 W/ Drainage, Water And Sewer Contract  
 CIP # 27 Inla Storm Sewer

Yukon Claim # 2013 - 41

Estimate # 2

Description	Quantity	Unit Bid Price	Unit Bid Total
24" RCP O'ring	64 L.F.	\$ 64.00	\$ 4,096.00
18" RCP O'ring	32 L.F.	\$ 53.00	\$ 1,696.00
24" End Section	2 Ea.	\$ 860.00	\$ 1,720.00
18" End Section	2 Ea.	\$ 660.00	\$ 1,320.00
3500 PSI Concrete	6.25 C.Y.	\$ 450.00	\$ 2,812.50
Reinforcing Steel	138 Lbs.	\$ 1.25	\$ 172.50
Trenching 0 - 10'	96 L.F.	\$ 14.00	\$ 1,344.00
Crushed Rock	108 Ton	\$ 29.00	\$ 3,132.00
Select Borrow	112 C.Y.	\$ 19.00	\$ 2,128.00
Tree Removal & Ditch Reshaping	1 L.S.	\$ 2,200.00	\$ 2,200.00
Saw Cutting	88 L.F.	\$ 5.40	\$ 475.20
Total Completed			\$ 21,096.20
Less 5 % Retainage			\$ (1,054.66)
Less Previously Paid			\$ (10,780.22)
Total Due Est. # 2			\$ 9,261.32

Thank You  
 Brewer Construction Company



Kevin Brewer

EXHIBIT A  
 YUKON MUNICIPAL AUTHORITY  
 (Yukon, Oklahoma)  
 SALES TAX AND UTILITY SYSTEM REVENUE BONDS  
 SERIES 2012

PAYMENT REQUISITION  
 YUKON MUNICIPAL AUTHORITY  
 CONSTRUCTION FUND  
 Project Account

TO: Bank of Oklahoma, N.A., Trustee

FROM: Yukon Municipal Authority

DATE:

Pursuant to the provisions of the General Bond Indenture dated June 1, 1996, and Supplemented by the Supplemental Bond Indenture dated December 1, 2012 by and between Yukon Municipal Authority and Bank of Oklahoma, N.A., Oklahoma, as Trustee, you are directed to pay Creditor from the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

<u>Professional Service Industries, Inc.</u>	82-8675-16-5
CREDITOR	TRUST NO.

ITEM	PURPOSE	ITEM NO. AMOUNT
<u>7/31/13</u>	<u>Vandament- West End to Frisco</u>	<u>\$ 710.36</u>
DATE	PURPOSE	AMOUNT

AUTHORIZATION AND CERTIFICATE OF GENERAL MANAGER

With reference to the above requisition, the undersigned certifies:

The above requisition is approved.

Each obligation therein has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project as evidenced by



August 26, 2013

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

**Re: City of Yukon**  
**Vandament-West End to Frisco – No. 38**  
**2012 Road Projects / 2012 Revenue Bonds**

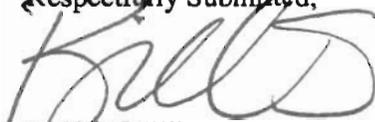
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Dear Mr. Johnson:

Please find attached Professional Service Industries, Inc. Yukon Claim # 00233007 in an amount of \$710.36 which we recommend payment.

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

Respectfully Submitted,



Robbie Williams, P.E.

RW/jh

Attachment

cc: Arnold Adams, Public Works Director  
File E195/Road Projects

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Engineering • Consulting • Testing

Professional Service Industries, Inc.  
www.psiusa.com

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

Federal ID 37-0962090

CITY OF YUKON  
PO BOX 850500  
YUKON OK 73085

CITY OF YUKON  
PO BOX 850500  
YUKON OK 73085

Customer #	Purchase Order	PSI Project Number	Date	Invoice #	Page
913942		0546968	07/31/13	00233007	0001

Project VANDAMENT BETWEEN GARTH BROOKS & FRISCO

Date	Work Order Nbr	Description	Quantity	Unit Cost	Amount
07/31/13	0546968-1	PROJECT SETUP FEE (EA) HOUR	1.00	137.25	137.25
07/11/13	0546968-1	SAMPLE/CYL PICKUP (HR)	3.00	59.75	179.25
07/11/13	0546968-1	TRIP CHARGE (EA)	1.00	29.00	29.00
07/11/13	0546968-1	SO, M-D RELATION STD (EA)	1.00	198.00	198.00
07/11/13	0546968-1	TEST EVAL-REPORT REVIEW	0.30	137.25	41.18
07/11/13	0546968-1	SO, ATTERBERG LIMITS (EA)	1.00	84.50	84.50
07/11/13	0546968-1	TEST EVAL-REPORT REVIEW	0.30	137.25	41.18
Invoice Total:					\$710.36
Balance Due:					\$710.36

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

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

Please mail remittance to:

Customer #	Invoice #	Project Number	Amount Enclosed
913942	00233007	0546968	

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

  
8-19-13

EXHIBIT A  
YUKON MUNICIPAL AUTHORITY  
(Yukon, Oklahoma)  
SALES TAX AND UTILITY SYSTEM REVENUE BONDS  
SERIES 2012

PAYMENT REQUISITION  
YUKON MUNICIPAL AUTHORITY  
CONSTRUCTION FUND  
Project Account

TO: Bank of Oklahoma, N.A., Trustee

FROM: Yukon Municipal Authority

DATE:

Pursuant to the provisions of the General Bond Indenture dated June 1, 1996, and Supplemented by the Supplemental Bond Indenture dated December 1, 2012 by and between Yukon Municipal Authority and Bank of Oklahoma, N.A., Oklahoma, as Trustee, you are directed to pay Creditor from the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

<u>Innovative Mechanical</u>	82-8675-16-5
CREDITOR	TRUST NO.

ITEM	ITEM NO.
<u>7/31/13</u>	<u>J. Cooper Gym HVAC</u>
DATE	PURPOSE
	<u>\$ 4,747.50</u>
	AMOUNT

AUTHORIZATION AND CERTIFICATE OF GENERAL MANAGER

With reference to the above requisition, the undersigned certifies:

The above requisition is approved.

Each obligation therein has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project as evidenced by

the certificate of the supervising architect or engineer or other appropriate certification.

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

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

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

YUKON MUNICIPAL AUTHORITY

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

Date

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

Authorized Officer

Submit in triplicate:

1 to Bank  
1 to General Manager  
1 to City



August 1, 2013

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

**Re: City of Yukon, Jackie Cooper Gym HVAC**

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Dear Mr. Johnson :

Enclosed please find three (2) copies of Payment Application No. 1 from Innovative Mechanical. We have reviewed the attached pay application and to the best of our knowledge and belief, find it in compliance with the contract documents and recommend approval of the payment in the certified amount of \$4,747.50.

If you have any questions or comments, please contact me at 405-752-1122.

Respectfully,

Floyd Don Wicker, AIA, APA, CSI, CDT

FDW/jh

Enclosure

cc: File

DESCRIPTION

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

STATE OF OKLAHOMA

SS

COUNTY OF OKLAHOMA

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

*[Handwritten Signature]*

Architect, Supplier, Contractor, Engineer

Subscribed and sworn to before me this

July 5 2013

*[Handwritten Signature]*  
Notary Public (or Clerk or Judge)



My Commission Expires 8/8/16

# AIA Document G702

## Application and Certificate for Payment

TO OWNER: The City of Yukon	PROJECT: Jackie Cooper Gym HVAC	APPLICATION NO: 1	Distribution to:
	Project E0985.0	PERIOD TO: 7/15/2013	OWNER <input type="checkbox"/>
FROM CONTRACTOR:		CONTRACT FOR: ARCHITECT <input type="checkbox"/>	ARCHITECT <input type="checkbox"/>
Innovative Mechanical	VIA ARCHITECT:	CONTRACT DATE: PROJECT NOS: E0985.0	CONTRACTOR <input type="checkbox"/>
7413 NW 84th	Third Design Group		FIELD <input type="checkbox"/>
OKC, OK 73132	3020 NW 149th		OTHER <input type="checkbox"/>
	OKC, OK 73132		

1. ORIGINAL CONTRACT SUM ..... \$ 141,900.00  
 2. Net change by Change Orders ..... \$ 0.00  
 3. CONTRACT SUM TO DATE (Line 1+2) ..... \$ 141,900.00  
 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$ 5,275.00

5. RETAINAGE:  
 a. 10 % of Completed Work ..... \$ 527.50  
 (Column D + E on G703)  
 b. 0 % of Stored Material ..... \$ 0.00  
 (Column F on G703)

Total Retainage (Lines 5a + 5b or Total in Column I of G703) ..... \$ 527.50  
 6. TOTAL EARNED LESS RETAINAGE ..... \$ 4,747.50  
 (Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ 0.00  
 (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE ..... \$ 4,747.50  
 9. BALANCE TO FINISH INCLUDING RETAINAGE ..... \$ 137,152.50  
 (Line 3 less line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	-\$ 0.00
Total approved this Month	\$ 0.00	-\$ 0.00
<b>TOTALS</b>	<b>\$ 0.00</b>	<b>-\$ 0.00</b>
Net Changes by Change Order	\$ 0.00	0.00

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

CONTRACTOR: D. R. D.  
 By Debra D.  
 State of Oklahoma  
 County of Oklahoma  
 Subscribed and sworn to before me this 15 day of July 2013  
Debra D.  
 Notary Public  
 My Commission expires 8-8-16



### ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... \$ 4,747.50

(Attached explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Certification Sheet that are changed to conform with the amount certified.)

ARCHITECT: [Signature]  
 Date 7/31/13  
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

# AIA Document G703

## Continuation Sheet

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

APPLICATION NO: 1  
 APPLICATION DATE: 7/15/2013  
 PERIOD TO: 7/15/2013  
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
1	Bonds	\$4,750.00	\$0.00	\$4,750.00	\$0.00	\$4,750.00	\$0.00	\$475.00
2	Concrete Work	\$22,414.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,414.00	\$0.00
3	Fencing	\$4,850.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,850.00	\$0.00
4	RTU Equipment	\$27,720.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,720.00	\$0.00
5	RTU Install	\$29,140.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,140.00	\$0.00
6	Air Balance	\$2,215.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,215.00	\$0.00
7	Electrical	\$47,311.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47,311.00	\$0.00
8	General Conditions	\$3,500.00	\$0.00	\$525.00	\$0.00	\$525.00	\$2,975.00	\$52.50
9		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
12		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
13		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
16		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
17		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
18		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
19		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
20		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$141,900.00	\$0.00	\$5,275.00	\$0.00	\$5,275.00	\$136,625.00	\$527.50

EXHIBIT A  
 YUKON MUNICIPAL AUTHORITY  
 (Yukon, Oklahoma)  
 SALES TAX AND UTILITY SYSTEM REVENUE BONDS  
 SERIES 2012

PAYMENT REQUISITION  
 YUKON MUNICIPAL AUTHORITY  
 CONSTRUCTION FUND  
 Project Account

TO: Bank of Oklahoma, N.A., Trustee

FROM: Yukon Municipal Authority

DATE:

Pursuant to the provisions of the General Bond Indenture dated June 1, 1996, and Supplemented by the Supplemental Bond Indenture dated December 1, 2012 by and between Yukon Municipal Authority and Bank of Oklahoma, N.A., Oklahoma, as Trustee, you are directed to pay Creditor from the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

<u>Innovative Mechanical</u>	82-8675-16-5
CREDITOR	TRUST NO.

ITEM		ITEM NO.
<u>8/27/13</u>	<u>J. Cooper Gym HVAC</u>	<u>\$24,387.30</u>
DATE	PURPOSE	AMOUNT

AUTHORIZATION AND CERTIFICATE OF GENERAL MANAGER

With reference to the above requisition, the undersigned certifies:

The above requisition is approved.

Each obligation therein has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project as evidenced by

the certificate of the supervising architect or engineer or other appropriate certification.

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

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

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

YUKON MUNICIPAL AUTHORITY

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

Date

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

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

Authorized Officer

Submit in triplicate:

1 to Bank

1 to General Manager

1 to City



August 27, 2013

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

**Re: City of Yukon, Jackie Cooper Gym HVAC**

---

Dear Mr. Johnson:

Enclosed please find three (2) copies of Payment Application No. 2 from Innovative Mechanical. We have reviewed the attached pay application and to the best of our knowledge and belief, find it in compliance with the contract documents and recommend approval of the payment in the certified amount of \$24,387.30.

If you have any questions or comments, please contact me at 405-752-1122.

Respectfully,

Floyd Don Wicker, AIA, APA, CSI, CDT

FDW/jh

Enclosure

cc: File E095/Projects/Jackie Cooper Gym

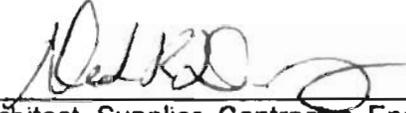
DESCRIPTION City of Yukon  
P.O. Box 850500  
Yukon, Oklahoma 73085

STATE OF OKLAHOMA

SS

COUNTY OF OKLAHOMA

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

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

Subscribed and sworn to before me this

26 of Aug. 2013

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



My Commission Expires:

8.8.16

# AIA Document G702

## Application and Certificate for Payment

TO OWNER: The City of Yukon	PROJECT: Jackie Cooper Gym HVAC Project E095.0	APPLICATION NO: 2	Distribution to:
FROM CONTRACTOR: Innovative Mechanical 7413 NW 84th OKC, OK 73132	VIA ARCHITECT: Tred Design Group 3020 NW 148th OKC, OK 73132	PERIOD TO: 8/28/2013	OWNER <input type="checkbox"/>
		CONTRACT FOR:	ARCHITECT <input type="checkbox"/>
		CONTRACT DATE:	CONTRACTOR <input type="checkbox"/>
		PROJECT NOS: E095.0	FIELD <input type="checkbox"/>
			OTHER <input type="checkbox"/>

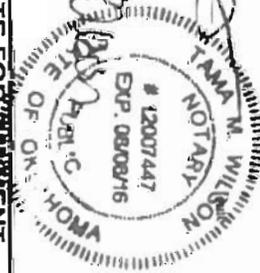
1. ORIGINAL CONTRACT SUM \$ 141,900.00  
 2. Net change by Change Orders \$ 0.00  
 3. CONTRACT SUM TO DATE (Line 1+2) \$ 141,900.00  
 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 32,372.00  
 5. RETAINAGE:  
 a. 10 % of Completed Work \$ 3,237.20  
 (Column D + E on G703)  
 b. 0 % of Stored Material \$ 0.00  
 (Column F on G703)

Total Retainage (Line 5a + 5b or Total in Column I of G703) \$ 3,237.20  
 6. TOTAL EARNED LESS RETAINAGE \$ 29,134.80  
 (Line 4 Less Line 5 Total)  
 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 4,747.50  
 (Line 6 from prior Certificate)  
 8. CURRENT PAYMENT DUE \$ 24,387.30  
 9. BALANCE TO FINISH INCLUDING RETAINAGE \$ 112,765.20  
 (Line 3 less line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	-\$ 0.00
Total approved this Month	\$ 0.00	-\$ 0.00
<b>TOTALS</b>	<b>\$ 0.00</b>	<b>-\$ 0.00</b>
Net Changes by Change Order	\$ 0.00	0.00

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

CONTRACTOR *Bill C...*  
 IN WILSON  
 State of Oklahoma  
 County of *Tulsa*  
 Subscribed and sworn to before me this *21st* day of *August*, 2013.  
 Notary Public *Bill C...*  
 My Commission Expires *8/21/16*



**ARCHITECT'S CERTIFICATE FOR PAYMENT**  
 In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quantity of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ 24,387.30  
*(Attached explanation, if amount certified differs from the amount applied. Initial all figures on this Application and on the Certification Sheet that are changed to conform with the amount certified.)*  
 ARCHITECT: *[Signature]*  
 Date: *8/28/13*

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# AIA Document G703

## Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached in tabulations below; amounts are stated in the nearest dollar. Use Column I on Contracts where variable retainage for the item may apply.

APPLICATION NO: 2  
 APPLICATION DATE: 7/15/2013  
 PERIOD TO: 7/15/2013  
 ARCHITECT'S PROJECT NO:

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G/C)	I BALANCE TO FINISH (C-G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)							
1	Bonds	\$4,750.00	\$4,750.00	\$0.00	\$0.00	\$0.00	\$4,750.00	100.0	\$0.00	\$475.00
2	Concrete Work	\$22,414.00	\$0.00	\$22,414.00	\$0.00	\$0.00	\$22,414.00	100.0	\$0.00	\$2,241.40
3	Fencing	\$4,850.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0	\$4,850.00	\$0.00
4	RTU Equipment	\$27,720.00	\$0.00	\$4,158.00	\$0.00	\$0.00	\$4,158.00	15.0	\$23,562.00	\$415.80
5	RTU Install	\$29,140.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0	\$29,140.00	\$0.00
6	Air Balance	\$2,215.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0	\$2,215.00	\$0.00
7	Electrical	\$47,311.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0	\$47,311.00	\$0.00
8	General Conditions	\$3,500.00	\$525.00	\$525.00	\$0.00	\$0.00	\$1,050.00	30.0	\$2,450.00	\$105.00
9		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0	\$0.00	\$0.00
10		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0	\$0.00	\$0.00
11		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0	\$0.00	\$0.00
12		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0	\$0.00	\$0.00
13		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0	\$0.00	\$0.00
14		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0	\$0.00	\$0.00
15		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0	\$0.00	\$0.00
16		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0	\$0.00	\$0.00
17		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0	\$0.00	\$0.00
18		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0	\$0.00	\$0.00
19		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0	\$0.00	\$0.00
20		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0	\$0.00	\$0.00
		\$141,900.00	\$5,275.00	\$27,097.00	\$0.00	\$0.00	\$32,372.00		\$109,528.00	\$3,237.20

## Yukon City Council Minutes August 20, 2013

The Yukon City Council met in regular session August 20, 2013 at 7:00 p.m. in the Council Chambers of the Centennial Building, 12 South Fifth Street, Yukon, Oklahoma.

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

ROLL CALL: (Present)     Ken Smith, Mayor  
                                     Rick Opitz, Vice-Mayor  
                                     John Alberts, Council Member  
                                     Nick Grba, Council Member  
                                     Michael McEachern, Council Member

### OTHERS PRESENT:

Mike Segler, City Attorney	Doug Shivers, City Clerk
Robbie Williams, City Engineer	Tammy Kretchmar DeSpain, Asst. City Mgr.
Arnold Adams, Public Works Director	Michael Dean, Police Officer
Gary Cooper, Information Technology Dir.	Josh Gotcher, Information Technology
Mitch Hort, Community Development Director	Bill Stover, Sanitation Director
Jan Scott, Parks and Recreation Director	Philip Merry, Finance Department
John Corn, Police Chief	Sara Schieman, Librarian
Kathy Johnson, Community Development	Larry Mitchell, Contractor

### Presentations and Proclamations

There were no presentations and proclamations

### Visitors

None

(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 6, 2013**
- B) Payment of Material claims in the amount of \$98,618.26**

The motion to approve the YMA Consent Docket, consisting of the approval of the minutes of the regular meeting of August 6, 2013 and Payment of Material claims in the amount of \$98,618.26, was made by Trustee Opitz and seconded by Trustee McEachern.

**The vote:**

**AYES: Opitz, Smith, Grba, McEachern, Alberts**

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

(Adjourn as YMA and Reconvene as Yukon City Council)

**1. Consent Docket**

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

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

- A) The minutes of the regular meeting of August 6, 2013**
- B) Payment of material claims in the amount of \$392,632.21**
- 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. 132431-TW from Tracy Hilgenberg, as recommended by the Oklahoma Municipal Assurance Group**
- E) Denial of Claim No. 132367-TW from Bev Christensen, as recommended by the Oklahoma Municipal Assurance Group**
- F) The renewal of the Agreement for Services between the City of Yukon and Yukon Chamber of Commerce, for the period beginning July 1, 2013 through June 30, 2014, at a cost of \$1,500 per month plus a sales tax incentive**
- G) Setting the date for the next regular Council meeting for September 3, 2013, 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 6, 2013; Payment of material claims in the amount of \$392,632.21; Designating the items on the attached list from the Technology Department as surplus and authorizing their sale, donation, or trade; Denial of Claim No. 132431-TW from Tracy Hilgenberg, as recommended by the Oklahoma Municipal Assurance Group; Denial of Claim No. 132367-TW from Bev Christensen, as recommended by the Oklahoma Municipal Assurance Group ; The renewal of the Agreement for Services between the City of Yukon and Yukon Chamber of Commerce, for the period beginning July 1, 2013 through June 30, 2014, at a cost of \$1,500 per month plus a sales tax incentive; Setting the date for the next regular Council meeting for September 3, 2013, 7:00 p.m., in the Council Chambers of the Centennial Building, 12 S. Fifth St., was made by Council Member Grba and seconded by Council Member McEachern.

**The vote:**

**AYES: Grba, McEachern, Opitz, Alberts, Smith**

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

**2. Reports of Boards, Commissions and City Officials – None****3. Discussion, Consideration and Possible Action regarding Stone Mill subdivision traffic control measures**

The motion to discuss, consider and take possible action regarding Stone Mill subdivision traffic control measures, was made by Council Member Alberts and seconded by Council Member Opitz.

Brady Brus, 700 Stonemill, thanked the Stone Mill residents for coming and sending emails. He has had a difficult time with some of the Council. January 17, he requested stop signs from Mitch Hort. Mr. Brus stated Mr. Hort said the developer does not like stop signs in Stone Mill, because they are not pleasing to the eye. January 28 and February 14, he sent emails with data and suggestions, but received no response. March 29, after no responses, he alerted the City, the neighborhood had rented a radar gun. Mr. Brus provided the 8 hours of data he obtained to the City Council on a DVD. April 1, Mr. Brus stated he was told not to correspond with the City anymore. Mr. Brus stated there is an issue in Stone Mill. He also stated that a couple of stop signs had been place at an intersection during lunch. And within 36 hours, they were removed because of another phone call. Mr. Brus thanked Chief Corn for his work. Mayor Smith stated that he has been on the Council for the last two years and has not received a DVD at any time.

Angie Brus, 700 Stone Mill, has emails from residents that were unable to attend. The neighborhood is frustrated and feels they have repeatedly been ignored by the City. Mrs. Brus stated she tried to get on the agenda and was told conflicting things. Doug Shivers told her she could not and then she could, if she contacted Council Member Alberts to have him place it on the agenda. Council Member Alberts stated he would place it on the agenda and then later stated he would not. Council Member Alberts then stated she would have to file an appeal and he would get her the paperwork. But, to date, she has not received the information. Mrs. Brus did receive a letter in the mail stating they would be on the agenda. This is a small example of how they feel they are getting the run around. Stone Mill has been at the Traffic Commission. The Traffic Commissioners made no recommendation and no solution. This is a fixable solution. Mayor Smith asked, if any other time had anyone with this issue come before the Council? Mrs. Brus stated no.

John Richardson, 2105 Stonybrook, lives in back near Parkland. He thanked the Council for letting them speak. They had attended the Traffic Commission Meeting and expressed their concern with the volume of traffic. Mr. Richardson is troubled by the Traffic Commission minutes. Charlie Lee had stated the issue seems to be keeping others out of the neighborhood. Mr. Richardson only wants to keep speeders out. Mr. Richardson gave options that could help with the issues in Stone Mill. All they want is a safe neighborhood.

Jim Hostetler, 2108 Stonybrook, has been in Stone Mill about three and a half years. He has nearly been t-boned several times. There are a lot of kids in the neighborhood. He stated the curvy road seems to be a challenge. Many people cut through the addition. It is even risky to slow down in fear of being rear ended. He talked with Grayson Bottom and appreciates the speed limit signs. Mr. Hostetler also talked about getting stop signs going north. He wanted to know how stop signs are placed and removed within 36 hours.

Jan Hostetler, 2108 Stonybrook, has almost been hit numerous times, even when checking the mail and pulling out of driveway. She is concerned that it took a year to get stop signs placed and then immediately removed.

Bryan Frank, 705 Stone Mill, is curious the development has only one point of ingress/egress, other than in Parkland on the backside. Not many people exit Parkland. They usually exit Stonemill and drive crazy. Unfortunately, he has been a first responder for an injured child that had been hit by a teen in a truck. Kids are at risk to the inappropriate drivers. This is a serious problem and the kids are a liability. He would like a safe neighborhood.

Brandon Brus, 700 Stone Mill, asked how many cars drive through Stone Mill in a day. Brandon stated it is about 2,000 cars and 1,000 of them are going to Parkland. He then read an email from Frank Chavez. Mr. Chavez has lived in Stone Mill for six years and is concerned with speeding. He would like a gate. John Nail should be concerned with his development and help to solve the problem. Another email stated they would like a permanent gate between Parkland and Stone Mill. It is dangerous to let the kids play with all the speeding and traffic. Another email recommended a gate and they pay higher taxes.

Cathy Frank, 705 Stone Mill, read emails. Community is dangerous and would like a permanent gate to prevent vandalism and theft. A truck was stolen in broad daylight by a Parkland resident. A resident from Meadow Run Ct. thanked those for trying to get the issue solved. They have tried before and failed. Developer is unconcerned and kids cannot play outside. Residents stated it is noisy, the lakes get trashed and teens hang out. We need more stop signs. Ms. Frank stated the point is, there is lots of repetition here and you should all be listening.

Mayor Smith respects the comments and reminds them what the Item states. As well as, this is the first time anyone has come before the Council to address this problem. The question is not if there is a problem, but the best beneficial and legal solution to the issue. Mayor Smith asked if there were additional speakers.

Jack Stewart, 405 Meadow Run, stated there is a problem. The City needs to look at it wisely. The early signs that had been placed, were not warranted. The road curves to slow traffic down, new 25 mph speed limit signs have been installed, and new street lights have been added. It sounds like the major problem is before and after school. Possible additional law enforcement may be needed. Mr. Stewart does not believe needless stop signs need to be placed. They need to meet the warrants. He stated items are already in place to help with traffic problem, they just need to be enforced.

Sunny Richardson, 2105 Stonybrook, stated there has been police patrolling the area. They are visible, so people slow down, but it does no good.

Mayor Smith stated the police responding have been in different vehicles at different times. The numbers the police have may not relate to your findings. They did count 2,400 vehicles in one day and 5.33% were speeding. This is unfortunate, but it is typical for most neighborhoods.

Frank Chavez, 509 Stone Mill, has been threatened trying to slow speeders. He knows it's not people in his addition. Please slow down and take care of our children. Mr. Chavez is asking Council to take care of our families. Traffic is from Parkland, please do something for us.

Council Member Opitz would like to hear from the police chief. Chief Corn stated the information from citizens does not necessarily match the data we have obtained. We do find that marked devices do deter violations. The Police Department will continue to enforce. The complaints are documented and reported. We will continue to be proactive on making it a safe area. Council Member Opitz asked, if speed trailer slows. Chief Corn stated yes and records data.

Council Member Alberts apologized to Mrs. Brus. This is the first time for process in 12 years. I can tell this is emotional. It is time to focus on resolution. A gate is unsafe and probably won't happen. Speed bumps create other problems and stop signs may just double violations. There is a problem, but how do we resolve the problem. Council Member Alberts asked about driver-feedback speed limit signs. Chief Corn stated they usually help. Council Member Alberts asked if the problem is going out of the addition. Chief Corn stated they have worked the east and the west end. Council Member asked when the data of 2,400 cars was collected. It was on a weekday during school. Council Member Alberts wants to do something. He is still concerned and in favor of doing something.

Council Member McEachern stated Stone Mill is not in my ward. He does agree there is a serious problem. Safety is not pretty. He was interested to hear there were 2,000 cars per day. The traffic is heavy at certain times and may be due to the other neighborhood and their egress problem. It seems to be the major problem. Placing a non-uniformed officer to assess could help. Council Member McEachern does not feel stops are always the best.

Council Member Grba thanked all for coming. Can tell there is frustration. This is the way to bring things to our attention. Council Member Grba asked Chief Corn, what recourse do private citizens have? Chief Corn stated they can always report to the Police department and sign complaint against car. Driver must be identified. Please don't go into road. Try to ID and report to Police department and sign complaint. Council Member Grba asked, if there was a speed sensing device similar to the one at Shedeck that can record speeders. Something that is similar to the red light technology that is used to issue citations. Chief Corn has not seen this kind of technology available.

Mayor Smith sympathizes to the concerns of the residents. He said he was having trouble with numbers the Police department has provided. They are not stacking up to the concerns. Any information would be of benefit. Mayor Smith lives in Parkland II. He sees speeders every day, and understands. There is not enough manpower to patrol every day. A gate will probably not happen. There has to be public access for the Police and Fire. Traffic Commission and Police Department are thorough and they need to conduct a study together. How do we find resolution? Not by attacking each other, but by working together. I think we can get there.

**The motion to remand the Stone Mill subdivision traffic control measures back to Traffic Commission for further consideration, was made by Council Member Alberts and seconded by Council Member Grba.**

**The vote:**

**AYES: McEachern, Alberts, Grba, Smith, Opitz**

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

- 4. Consider approving an expenditure of funds in the amount of \$29,163.96, for the purchase of 462 poly carts from IPL Inc., from the Capital Improvement fund, as recommended by the Sanitation Director**

The motion to approve an expenditure of funds in the amount of \$29,163.96, for the purchase of 462 poly carts from IPL Inc., from the Capital Improvement fund, as recommended by the Sanitation Director, was made by Council Member Opitz and seconded by Council Member McEachern.

**The vote:**

**AYES: Alberts, Smith, McEachern, Opitz, Grba**

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

- 5. Consider approval of 2013 US Department of Homeland Security's Staffing for Adequate Fire & Emergency Response (SAFER) grant proposal submission**

The motion to approve Consider approval of 2013 US Department of Homeland Security's Staffing for Adequate Fire & Emergency Response (SAFER) grant proposal submission, was made by Council Member Opitz and seconded by Council Member Alberts.

Council Member Grba questioned the fact it ended in two years, how does that work? Grayson Bottom stated there is no obligation after the two years to bring them on as staff. Council Member Grba asked if it would be like temporary contract employees.

Council Member McEachern asked, if this was understood by all parties including the union. Mr. Bottom stated they could not be a member of our local lodge and they would sign an agreement of understanding. Mike Segler stated they would have a written agreement for protection while employed, but not be a member. Council Member McEachern stated he could join firefighters union, if he paid dues and went to meeting without being an active firefighter. Mike Segler stated it depends on the bylaws. The Collective Bargaining Agreement states full time employees.

**The vote:**

**AYES: Smith, Grba, Alberts, Opitz, McEachern**

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

- 6. Consider an expenditure of funds in the amount of \$26,500.00, for an Additional Services Agreement with New World Systems, for Implementation Services, from the Technology Capital Improvement fund, as recommended by the Technology Director.**

The motion to approve an expenditure of funds in the amount of \$26,500.00, for an Additional Services Agreement with New World Systems, for Implementation Services, from the Technology Capital Improvement fund, as recommended by the Technology Director, was made by Council Member Opitz and seconded by Council Member Grba.

**The vote:**

**AYES: Grba, Smith, McEachern, Alberts, Opitz**

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

- 7. Consider approving Ordinance No. 1294, an Ordinance amending Ordinance No. 657, Appendix A of the Code of Ordinances of the City of Yukon, Oklahoma, by providing that a part of the northeast quarter (NE/4) of section twenty-eight (28),**

**township twelve (12) north, range five (5) west, I.M., Canadian County, Oklahoma (“Legacy Lakes”) according to the recorded plat thereof by changed from “R-1 PUD” (Single Family Residential District) to “R-2 PUD” (Combined residential district) (Tract 1) and a part of the northeast quarter (NE/4) of section twenty-eight (28), township twelve (12) north, range five (5) west, I.M., Canadian County, Oklahoma according to the recorded plat thereof be changed from “R-1 PUD” (Single Family Residential District) to “C-3 PUD” (Restricted Commercial District) (Tract 2); and Declaring an Emergency**

The motion to approve Ordinance No. 1294, an Ordinance amending Ordinance No. 657, Appendix A of the Code of Ordinances of the City of Yukon, Oklahoma, by providing that a part of the northeast quarter (NE/4) of section twenty-eight (28), township twelve (12) north, range five (5) west, I.M., Canadian County, Oklahoma (“Legacy Lakes”) according to the recorded plat thereof by changed from “R-1 PUD” (Single Family Residential District) to “R-2 PUD” (Combined residential district) (Tract 1) and a part of the northeast quarter (NE/4) of section twenty-eight (28), township twelve (12) north, range five (5) west, I.M., Canadian County, Oklahoma according to the recorded plat thereof be changed from “R-1 PUD” (Single Family Residential District) to “C-3 PUD” (Restricted Commercial District) (Tract 2); and Declaring an Emergency, was made by Council Member Alberts and seconded by Council Member McEachern.

**The vote:**

**AYES: Alberts, Opitz, Grba, McEachern, Smith**

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

**7a. Consider approving the Emergency Clause of Ordinance No. 1294**

The motion to approve the Emergency Clause of Ordinance No. 1294, was made by Council Member Alberts and seconded by Council Member Opitz.

**The vote:**

**AYES: McEachern, Smith, Grba, Opitz, Alberts**

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

**7b. Consider approving a Planned Unit Development for Legacy Lakes Phase II Development, as recommended by the Planning Commission**

The motion to approve a Planned Unit Development for Legacy Lakes Phase II Development, as recommended by the Planning Commission, was made by Council Member Opitz and seconded by Council Member Alberts.

**The vote:**

**AYES: Smith, Opitz, Alberts, Grba, McEachern**

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

**7c. Consider approving a Preliminary Plat for Legacy Lakes Phase II Development, as recommended by the Planning Commission**

The motion to approve a Preliminary Plat for Legacy Lakes Phase II Development, as recommended by the Planning Commission, was made by Council Member Grba and seconded by Council Member Opitz.

**The vote:**

**AYES: Opitz, Grba, Smith, McEachern, Alberts**

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

Council Member Opitz left the meeting.

**8. Discussion, Consideration and Action regarding preliminary plat for Phases II-V for the Frisco Ridge subdivision, as submitted by Crafton Tull & Associates, for OKC Properties, LLC**

The motion to discuss, consider and take action regarding preliminary plat for Phases II-V for the Frisco Ridge subdivision, as submitted by Crafton Tull & Associates, for OKC Properties, LLC, was made by Council Member Grba and seconded by Council Member Opitz.

Council Member Alberts would like the preliminary plat approved, but as two separate items. He would like this to pass tonight and have planning session with hydrologist and property owners. He favors plat and has met with Mr. Hagan. The final plat will have to be approved later.

Grayson Bottom stated it will likely be a Special Meeting, so as to avoid time constraint. Problem has existed for a long time, may need a series of meetings.

Mayor Smith stated we have hired an independent hydrologist before. Is it possible to have study done and get more information prior to meeting with landowners? Grayson Bottom stated that will be a separate item.

Larry Holman, 11904 Royal Coach Dr., has farmed north of Yukon for 30 years. Overholser Dam is not opened up. Opening would relieve and create storage space. Yukon has some problems at Turtle Creek. Don't waste money on study, it's a bigger problem than we can solve. The City needs to address how the water will drain.

Albert Skoch, 1825 W. Highway 66, can work be done, if preliminary plat approved? Mayor Smith stated final plat, still has to be approved. Mr. Skoch stated we have serious water drainage problem. Retention ponds don't work. Because of all the water, Mr. Skoch has been deprived of 30 acres of farmland. He requests the rejection of plat indefinitely, until drainage issue is solved.

Mayor Smith stated developers have gone to great expense to provide maps in good faith in final plat approval. City can request changes for water mitigation even when final plat is approved.

**The vote:**

**AYES: Alberts, Smith, Grba**

**NAYS: McEachern**

**VOTE: 3-1**

**MOTION CARRIED**

Council Member Opitz returned to the Council Meeting.

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

**A. Sales Tax**

**B. FEMA Report**

Grayson Bottom stated last month's sales tax was .71% increase, this month it is 12.9% increase and year to date 6.6% increase. It appears someone has paid late. This is good news.

Mr. Bottom stated the May 31<sup>st</sup> storms damaged many things. The city sustained damage to the well field located around the airport. The damages were around \$235,000, most related to wells. FEMA will pay 75% and the state and city will split the remaining 25%. We are fortunate to be certified quickly for the loss. Debris removal cost was not as severe.

**10. New Business - There was no new business**  
**City Council Minutes – August 20, 2013**

## **11. Council Discussion**

Council Member McEachern thanked all those who attended. We have a lot to look at. He thanked the Police Department for all the good information. Yukon is still a great place to live. Water issue goes far beyond us. It is up to us to look at the issue. Thanks for all the folks attending.

Council Member Grba had some reservations about Frisco Ridge and that is why we put off the vote previously. The Engineer has a good plan and is sufficient. We understand there is a water issue, but the developer is doing the right thing.

Council Member Alberts will continue to work with everyone. There are lots of things we haven't discussed. You have the ear of the council and we are committed to listening. We have to keep communicating, you have our commitment. It is a great community. Please commit to donate and walk or run the Spirit Sprint, it is a worthwhile cause.

Council Member Opitz stated Yukon is a wonderful place. The City Council cares. We will communicate and work things out. We have a lot of good news and things in Yukon.

Mayor Smith thanked the citizens. He asks for citizens to have understanding before attacking. He stated that no one from Stone Mill ever previously asked him for his opinion or position. Everyone on Council is trying to do their best to work for the greater good of Yukon.

## **12. Adjournment**

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**Ken Smith, Mayor**

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**Doug Shivers, City Clerk**



## RECAP OF CLAIMS

FUND #			
01	General Fund Claims	\$	140,749.91
36	Sales Tax Claims		55,777.60
64	Special Revenue Fund		3,645.63
70	Water & Sewer Enterprise		37,114.13
71	Sanitation Enterprise		33,586.17
73	Storm Water Enterprise		437.43
74	Grant Fund		26,260.04
		\$	<u>297,570.91</u>

The above foregoing claims have been passed and approved  
this 3rd day of September 2013 by the Yukon City Council.

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Doug Shivers, City Clerk

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Ken Smith, Mayor

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01		Legislative				
14-53513	01-00101	City of Yukon (BankOne)ADM	Travel Expenses JA,KS,RO	8/2013	SWAir AXAKN7	473.60
14-53515	01-00101	City of Yukon (BankOne)ADM	Travel Expenses GB,RW,MS	7/2013	SWAir APWYWO	1,826.10
14-54099	01-00102	City of Yukon (BankOne)FIN	Open Meeting books-YEDA	8/2013	OKPress PUB03639	90.00
14-54137	01-00102	City of Yukon (BankOne)FIN	filing fee-YEDA Trust	8/2013	OK Sec State 8/19	52.00
14-54138	01-00102	City of Yukon (BankOne)FIN	lunch-YEDA Trust Doc mtg	8/2013	JerseyMike 8-21-13	67.78
			lunch-YEDA Trust Doc mtg	8/2013	Braums 08-21-13	4.78
14-54139	01-00102	City of Yukon (BankOne)FIN	copy paper	8/2013	Staples 7104471620	184.95
14-54142	01-05342	Canadian Cty Clerk	filing fee-YEDA Trust doc	8/2013	R338904	83.00
14-54143	01-05386	Capitol Decisions	Prof Services-Aug'13	8/2013	8237	7,500.00
14-54145	01-11740	EMSA	Qrtly Subsidy 13-14	8/2013	Jul-Sep '13	63,928.00
14-54153	01-62400	Yukon Flowers & Gifts	Mr. Guth	7/2013	003722	50.00
			Jarret Kelough	8/2013	003753	47.50
			Jim Schwarz	8/2013	003764	47.50
14-54154	01-62900	Yukon Review Inc.	Display Ad	8/2013	YR67447	90.00
14-54155	01-63050	Yukon Trophy & Awards, Inc.	Council Nameplates	7/2013	513511	20.00
DEPARTMENT TOTAL:						74,465.21
DEPARTMENT: 02		Finance				
14-54139	01-00102	City of Yukon (BankOne)FIN	tape flags	8/2013	Staples 7104471620	4.29
DEPARTMENT TOTAL:						4.29
DEPARTMENT: 03		Park Maintenance				
14-53764	01-00110	City of Yukon (BankOne)REC	mulch for parks	7/2013	Lowe's 19771	90.00
			weed eaters PM	8/2013	OConnors 389356	549.00
14-53869	01-00110	City of Yukon (BankOne)REC	soil for Horseshoes	8/2013	Minick 194919	95.40
14-53911	01-00110	City of Yukon (BankOne)REC	chain/tools for chainsaws	8/2013	Ace 868611	8.98
			chain/tools for chainsaws	8/2013	HarbFreight 025696	27.99
			chain/tools for chainsaws	8/2013	GillesBros 4939	68.23
			chain/tools for chainsaws	8/2013	GillesBros 4915	87.94
			chain/tools for chainsaws	8/2013	OReily 0343-335710	27.97
14-53934	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2013	Clean 50608339	19.17
14-53935	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	8/2013	Clean 50609422	19.17
14-54003	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	8/2013	Clean 50610464	19.17
14-53754	01-30600	Lowe's Companies, Inc.	credit	7/2013	19771CR	90.00-
			credit	7/2013	17110	1.32-
			credit	7/2013	901097	10.44-
			fencing for berm CTP	8/2013	01859	14.24
			fencing for berm CTP	8/2013	02512	23.73
			fencing for berm CTP	8/2013	02148	168.96
			fencing for berm CTP	8/2013	10712	38.71
			fencing for berm CTP	8/2013	02419	11.37
14-53870	01-30600	Lowe's Companies, Inc.	watering system Centennia	8/2013	02146	78.45
DEPARTMENT TOTAL:						1,246.72

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 04 City Clerk						
14-54139	01-00102	City of Yukon (BankOne)	FIN tape flags	8/2013	Staples 7104471620	5.79
DEPARTMENT TOTAL:						5.79
DEPARTMENT: 05 Fire Department						
14-53488	01-00105	City of Yukon (BankOne)FD	Provence - pants	8/2013	Casco 131876	94.00
14-53490	01-00105	City of Yukon (BankOne)FD	Billingsley-pants	7/2013	Casco 130455	282.00
14-53631	01-00105	City of Yukon (BankOne)FD	4-TFT Nozzels	7/2013	TaskForce 1133684	875.60
14-53732	01-00105	City of Yukon (BankOne)FD	Loveless-clothing allowan	8/2013	S&STextiles 35526	374.50
14-53733	01-00105	City of Yukon (BankOne)FD	Graham-workrite pants	7/2013	Casco 131467	282.00
14-53736	01-00105	City of Yukon (BankOne)FD	Reason-bag	8/2013	Galls 1169801-1	55.25
14-53737	01-00105	City of Yukon (BankOne)FD	Long-Thorogood Boots	8/2013	Casco 131875	95.00
14-53738	01-00105	City of Yukon (BankOne)FD	Long-polo, job shirt,tshir	8/2013	S&STextiles 35531	488.00
14-53803	01-00105	City of Yukon (BankOne)FD		8/2013	Casco 131819	95.00
14-53858	01-00105	City of Yukon (BankOne)FD	sm 1.7 cu ft refrigerator	8/2013	Walmart 05688	64.00
14-53861	01-00105	City of Yukon (BankOne)FD	Vince-flashlight	8/2013	Galls 1202606-1	127.50
			Jump-flashlight,sock	8/2013	Galls 1202586-1	149.60
			Anderson-boots,light	8/2013	Galls 1202557-1	110.50
14-53862	01-00105	City of Yukon (BankOne)FD	Vince-workrite x 2	8/2013	Casco 131872	188.00
			Jump-workrite,boots	8/2013	Casco 131873	188.00
			Jump-workrite,boots	8/2013	Casco 131818	127.00
			Anderson - workrit 2	8/2013	Casco 131874	164.00
14-53863	01-00105	City of Yukon (BankOne)FD	Vince-job shirt,tshirt,	8/2013	S&STextiles 35530	365.50
14-53864	01-00105	City of Yukon (BankOne)FD	Jump-shirts,shorts	8/2013	S&STextiles 35525	240.25
14-53865	01-00105	City of Yukon (BankOne)FD	Anderson-polo,tshirts	8/2013	S&STextiles 35528	140.00
14-53866	01-00105	City of Yukon (BankOne)FD	Graham-polo,tshirts	8/2013	S&STextiles 35527	164.00
DEPARTMENT TOTAL:						4,669.70
DEPARTMENT: 07 Community Development						
14-54097	01-00107	City of Yukon (BankOne)CMD	reg/travel exp-Hort-CMD	7/2013	Logans 07-29-13	17.95
			reg/travel exp-Hort-CMD	7/2013	BuffaloWW 7-28-13	17.08
			reg/travel exp-Hort-CMD	7/2013	Cregeens 07-31-13	13.42
			reg/travel exp-Hort-CMD	7/2013	OldChicago 7-31-13	15.60
			reg/travel exp-Hort-CMD	8/2013	HiltonInn 321/Q2RZ	501.75
			reg/travel exp-Hort-CMD	8/2013	Shell 629907	55.84
14-54146	01-30815	Larry Mitchell	Contract Srvc-Aug'13	8/2013	08-23-13	5,000.00
14-53938	01-47660	Shred-It Oklahoma City	document destruction	7/2013	9402270997	9.48
14-53937	01-71900	Mitchell Hort	reimb meals - CDI Conf	8/2013	CDI - MH 08-23-13	78.18
DEPARTMENT TOTAL:						5,709.30

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08 Library						
14-53277	01-00108	City of Yukon (BankOne)LIB	Postage for ILL	8/2013	USPS 609	43.80
14-53592	01-00108	City of Yukon (BankOne)LIB	Program Supplies-all ages	8/2013	HobLob 08-21-13	49.99
14-54041	01-1	Advanced Door Controls	Handicapped Door Repair	8/2013	A 005206	177.50
14-53855	01-43490	Quill Corporation	Office Supplies	8/2013	4647651	254.16
DEPARTMENT TOTAL:						525.45
DEPARTMENT: 09 Administration						
14-53514	01-00101	City of Yukon (BankOne)ADM	Travel Expenses GB & TD	8/2013	SWAir AXAKN7	473.60
			Travel Expenses GB & TD	8/2013	SWAir AD7KNN	502.60
			credit from Las Vegas tri	8/2013	SWAir GV9VO2CR	367.80-
14-54136	01-00101	City of Yukon (BankOne)ADM	meal-GB,LM,Segler,Batchel	8/2013	GreenChili 8/23/13	66.60
DEPARTMENT TOTAL:						675.00
DEPARTMENT: 10 Parks & Events						
14-53293	01-00110	City of Yukon (BankOne)REC	Freedom Fest supplies	7/2013	CiCis 07-03-13	200.00
14-53751	01-00110	City of Yukon (BankOne)REC	GGG luceon	7/2013	A&BWhole 07-08-13	172.72
			GGG luceon	8/2013	PartyGalaxy 8-3-13	30.59
14-53755	01-00110	City of Yukon (BankOne)REC	concert food	8/2013	CiCis 08-08-13	90.00
			concert food	8/2013	Buy4Less 08-01-13	33.28
			concert food	8/2013	CiCis 08-01-13	125.00
DEPARTMENT TOTAL:						651.59
DEPARTMENT: 11 Police Department						
14-53467	01-00111	City of Yukon (BankOne)PD	Rushing uniforms	7/2013	5.11 1522365	549.90
14-53473	01-00111	City of Yukon (BankOne)PD	Carroll uniforms	7/2013	5.11 1522399	115.98
14-53620	01-00111	City of Yukon (BankOne)PD	Cunningham uniforms	7/2013	5.11 1523522	219.96
14-53623	01-00111	City of Yukon (BankOne)PD	Cunningham bike pants	8/2013	Daves 2568	112.70
14-53725	01-00111	City of Yukon (BankOne)PD	Spiva/Wangsgard uniforms	8/2013	LAPolGear 1897175	307.20
14-53726	01-00111	City of Yukon (BankOne)PD	prisoner meals	8/2013	Walmart 04009	77.70
14-53832	01-00111	City of Yukon (BankOne)PD	air filters	8/2013	Locke 20994841-00	121.01
14-53879	01-00111	City of Yukon (BankOne)PD	Franklin uniforms	8/2013	5.11 1540163	219.96
14-53881	01-00111	City of Yukon (BankOne)PD	patches and hems	8/2013	TownPlaza 42863	48.00
			patches and hems	8/2013	TownPlaza 43276	16.00
14-53927	01-00111	City of Yukon (BankOne)PD	Gomez boots	8/2013	OKCOakleyVau 67176	85.00
14-53928	01-00111	City of Yukon (BankOne)PD	NNO shirts for volunteers	8/2013	NATW 20863	87.90
14-53931	01-00111	City of Yukon (BankOne)PD	Brown boots	8/2013	OKCOakleyVau 67178	90.00
14-53929	01-1	Bounce Town	inflatables for NNO	8/2013	B 3000	400.00
14-53930	01-1	Kyle Rainer	band for NNO	8/2013	R 08-20-13	500.00
14-53878	01-18240	Harrison-Orr Ar Conditionin	HVAC maintenance	8/2013	62392	1,970.00
14-53882	01-30600	Lowe's Companies, Inc.	An Control supplies	8/2013	10694	161.24
14-54095	01-45010	Rich & Cartmill, Inc.	Notary bond-Shawn	8/2013	228061	30.00
			Notary bond-Wright	8/2013	228060	30.00
14-54096	01-47450	Secretary of State	Notary filing fee-LS	8/2013	LSM0602889	10.00
			Notary filing fee-SW	8/2013	LSM0602888	10.00
14-53622	01-48410	Special Ops Uniforms, Inc	Cunningham boots	8/2013	200805	94.99
DEPARTMENT TOTAL:						5,257.54

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 12 Property Maintenance						
14-53943	01-00101	City of Yukon (BankOne)ADM	Transformer-A/C unit-SW	8/2013	Locke 21025457-00	48.95
14-53934	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2013	Clean 50608339	33.32
14-53935	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	8/2013	Clean 50609422	33.32
14-54003	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	8/2013	Clean 50610464	33.32
14-54073	01-1	Talon Resources	Training - Boiler License	8/2013	T 08-22-13	370.00
14-54019	01-16600	Grainger, Inc.	Door Closer for H/R	8/2013	9217497339	88.11
14-53436	01-36715	OK Dept of Labor	Annual Inspections	8/2013	201468451	25.00
			Annual Inspections	8/2013	201468455	25.00
14-54149	01-37600	OK Natural Gas Co	Service 1035 Industrial	8/2013	08-14-13 1035Indus	114.55
14-54150	01-37600	OK Natural Gas Co	Service 501 Ash	8/2013	08-14-13 501Ash	134.83
DEPARTMENT TOTAL:						906.40
DEPARTMENT: 15 Recreation Facilities						
14-53297	01-00110	City of Yukon (BankOne)REC	food for RAC	8/2013	Buy4Less 08-13-13	28.01
			food for RAC	8/2013	Buy4Less 08-01-13	2.97
			food for RAC	8/2013	Buy4Less 08-08-13	6.19
			food for RAC	8/2013	Buy4Less 08-05-13	20.52
14-53299	01-00110	City of Yukon (BankOne)REC	repair sound for RAC	7/2013	Corys 161502D	261.75
			repair sound for RAC	8/2013	FamLeisure 8-1-13	17.98
14-53300	01-00110	City of Yukon (BankOne)REC	office supplies	8/2013	Staples 40332	122.93
14-53301	01-00110	City of Yukon (BankOne)REC	latex gloves	7/2013	Massco 07-30-13	60.00
14-53482	01-00110	City of Yukon (BankOne)REC	new tires for train cars	7/2013	Ace 869157	23.00
			new tires for train cars	7/2013	OReily 0313-327788	21.16
			new tires for train cars	7/2013	Ace 869033	96.32
			new tires for train cars	8/2013	Ace 868982	73.60
14-53568	01-00110	City of Yukon (BankOne)REC	Friday Fun supplies	8/2013	Walmart 04410	23.88
14-53752	01-00110	City of Yukon (BankOne)REC	Ski's Tees	8/2013	SKisTees 08-08-13	440.00
14-53756	01-00110	City of Yukon (BankOne)REC	new train car barrels	8/2013	BigEdsSurplus 1515	180.00
14-53871	01-00110	City of Yukon (BankOne)REC	exit light JCG	8/2013	ExitLight 93325	173.25
			exit light JCG	8/2013	Locke 21038408-00	11.55
			exit light JCG	8/2013	Locke 21038262-00	99.36
14-53887	01-00110	City of Yukon (BankOne)REC	Fall brochure printing	8/2013	Impressions 137064	939.82
14-53896	01-00110	City of Yukon (BankOne)REC	ice cream Senior Social	8/2013	Buy4Less 08-15-13	23.92
			ice cream Senior Social	8/2013	Buy4Less 08-21-13	22.46
14-53897	01-00110	City of Yukon (BankOne)REC	ice cream social	8/2013	SKisTees 08-08-13	398.00
			ice cream social	8/2013	Buy4Less 08-13-13	70.37
14-53914	01-00110	City of Yukon (BankOne)REC	snacks for Geocaching	8/2013	Walmart 07394	37.04
14-53918	01-00110	City of Yukon (BankOne)REC	office supplies	8/2013	Staples 02234	15.87
14-53888	01-1	National Recreation and	NRPA conf reg	10/2013	N 10-08-13	449.00
			NRPA conf reg	10/2013	N 10-08-13	448.00
14-53898	01-1	G3 Band	band for Senior Social	8/2013	G 08-15-13	400.00
14-53754	01-30600	Lowe's Companies, Inc.	credit	7/2013	13381CR	37.98-
			credit	7/2013	917032	3.37-
14-53916	01-46940	Sam's Club Direct-G.E.Capit	Patriot Project	8/2013	0695	351.02
14-53650	01-62800	Yukon Public Schools	kids camp transportation	8/2013	08-12-13	1,105.50
DEPARTMENT TOTAL:						5,882.12

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 17 Human Resources						
14-54088	01-00117	City of Yukon (BankOne)HR	Safety Manual Covers	8/2013	Staples 7104060486	215.68
14-54089	01-00117	City of Yukon (BankOne)HR	Inspection Labels	8/2013	ULINE 56795172	30.06
DEPARTMENT TOTAL:						245.74
DEPARTMENT: 19 Street Department						
14-53934	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2013	Clean 50608339	59.21
14-53935	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	8/2013	Clean 50609422	59.21
14-54003	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	8/2013	Clean 50610464	55.12
14-54030	01-00180	City of Yukon (BankOne)PW	emulsion	8/2013	Vance 071504	550.80
14-53745	01-09525	Dolese Bros. Company	concrete	8/2013	RM13051192	665.00
14-53746	01-09525	Dolese Bros. Company	washed shot 3/8	8/2013	AG13091826	256.11
14-54054	01-30600	Lowe's Companies, Inc.	patching material	8/2013	02836	16.66
14-53742	01-47110	Schwarz Asphalt, LLC	asphalt millings	8/2013	40826	168.28
14-53986	01-47670	SignalTek, Inc.	Aug maint fee	8/2013	9053	775.00
			signal light repairs	8/2013	9053	619.01
DEPARTMENT TOTAL:						3,224.40
DEPARTMENT: 23 Technology						
14-54004	01-00123	City of Yukon (BankOne)TEC	HPLJ P3015n printer	8/2013	CDW-G FD23503	586.55
14-54005	01-00123	City of Yukon (BankOne)TEC	MS Ergonomic Destop 7000	8/2013	CDW-G FD62467	99.58
14-54007	01-00123	City of Yukon (BankOne)TEC	Connection Card Plan	8/2013	Sprint 27852448606	337.50
14-54036	01-00123	City of Yukon (BankOne)TEC	HP 920 XL Black	8/2013	Quill 4943397	28.90
			Copier Paper	8/2013	Quill 4943397	55.98
			CE278A Black	8/2013	Quill 4943397	66.08
14-54037	01-00123	City of Yukon (BankOne)TEC	LongDist Srvc-JL'13	8/2013	aTT 80255519108	94.25
14-54038	01-00123	City of Yukon (BankOne)TEC	Ticket Writers Svc-AU13	8/2013	Verizon 9709409083	33.68
14-54040	01-00123	City of Yukon (BankOne)TEC	Mob Phone Srvc-AU'13	8/2013	Verizon 9700948426	5,408.89
14-54072	01-00123	City of Yukon (BankOne)TEC	Internet/Cable Srvc	8/2013	Cox 08-21-13	1,632.00
14-54141	01-01050	Assoc of Central OK Govt	Language line usage 8/15	8/2013	1917	14.70
14-54006	01-06244	Chickasaw Telecom, Inc.	Cisco SmartNet Renewal	8/2013	36903A1	18,855.28
14-54090	01-06710	Coast To Coast Computer Pro	HP Ink	8/2013	A1064329	243.00
14-54071	01-07862	Cummins Southern Plains	Generator Troubleshooting	8/2013	020-38310	274.50
14-54035	01-1	CrossMatch	Annual Maintenance Renew	8/2013	C 5774	3,240.00
14-53844	01-27305	K-Log, Inc.	office furniture	8/2013	13-247483-1	1,425.44
14-54109	01-30600	Lowe's Companies, Inc.	Shelving Units	8/2013	17258	142.46
14-53924	01-40840	Presidio Networked	ISI software renewal	8/2013	40374069	1,757.67
14-54008	01-48885	Superior Office Systems	Copier Rental Charge	8/2013	3718	675.00
			RCDSbillalecopJL'13	8/2013	3718	11.64
			RCDSbasecopiesJL'13	8/2013	3718	44.90
			MainbillablecopJL'13	8/2013	3718	35.84
			MainbasecopiesJL'13	8/2013	3718	54.20
			AdminbillablecopJL'13	8/2013	3718	10.90
			AdminbasecopiesJL'13	8/2013	3718	16.20
14-54048	01-48905	Synergy Datacom	Cat5e Patch Cable	8/2013	INV20362	179.00
14-54113	01-51740	Tyler Technologies, Inc.	System Management Srvc	9/2013	025-77128	551.25
14-54091	01-60351	Xerox Corporation	D242V CH lease JL'13	8/2013	069598575	1,390.47

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 23		Technology				
			DC242 CH meter usage	8/2013	069598575	4.80
					DEPARTMENT TOTAL:	37,270.66
DEPARTMENT: 25		Emergency Management				
14-54014	01-36800	OK Emergency Mgmt Assoc.	OEM Renew Certification	8/2013	08-15-13	10.00
					DEPARTMENT TOTAL:	10.00
					FUND TOTAL:	140,749.91

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01		96 SALES TAX IMPROVEMENTS				
14-53823	01-00101	City of Yukon (BankOne)ADM	Travel Expenses - NY	8/2013	SWAair APIYMF	1,074.10
			Travel Expenses - NY	8/2013	SWAair AKGY7K	618.10
			credit for difference	8/2013	SWAair AKGY7KCR	218.00-
			credit for difference	8/2013	SWAair AKGY7KCR	583.70-
			credit for difference	8/2013	SWAair AKGY7KCR	490.40-
14-54052	01-00136	City of Yukon (BankOne)ED	Lunch meeting expenses	8/2013	GreenChili 8-20-13	47.19
14-53703	01-00170	City of Yukon (BankOne)UB	Office Desk	7/2013	Staples 7103462004	1,076.19
14-53589	01-04450	Brodart	Standing Order Adult book	7/2013	B2990909	31.57
			Standing Order Adult book	7/2013	B3000683	15.24
			Standing Order Adult book	8/2013	B3011522	14.70
			Standing Order Adult book	8/2013	B3011667	14.70
			Standing Order Adult book	8/2013	B3032960	11.39
			Standing Order Adult book	8/2013	B3036359	25.16
			Standing Order Adult book	8/2013	B3041200	15.24
14-53591	01-04450	Brodart	Standing Order Childrens	8/2013	B3032961	26.47
			Standing Order Childrens	8/2013	B3036360	13.40
			Standing Order Childrens	8/2013	B3041201	12.63
14-53593	01-04450	Brodart	Adult Fiction/non fiction	7/2013	B2966884	37.75
			Adult Fiction/non fiction	7/2013	B2966885	462.78
			Adult Fiction/non fiction	7/2013	B2983568	23.49
			Adult Fiction/non fiction	7/2013	B3000682	184.28
			Adult Fiction/non fiction	7/2013	B3004286	16.24
			Adult Fiction/non fiction	8/2013	B3011666	115.46
14-53830	01-05490	CDW Government Inc.	Samsung Monitor	8/2013	FC90686	588.14
			HP Compaq computer	8/2013	DX79796	1,216.94
			HP Memory	8/2013	DX79796	87.76
			Canon DR-3010C	8/2013	DX79796	784.49
			HPCLJ Pro400printer	8/2013	DX79796	335.04
			Cisco Switch	8/2013	DX81054	864.88
			Cisco Access Point	8/2013	DX81054	616.89
			Cisco Smartnet	8/2013	FB14159	137.75
14-54010	01-05490	CDW Government Inc.	Canon DR-3010C Sanner	8/2013	FG05927	784.49
14-54012	01-05490	CDW Government Inc.	HP 6300 Pro Computer	8/2013	FG08604	14,750.00
			HP Memory DIMM	8/2013	FG08604	925.00
			Samsung 24" Monitor	8/2013	FG08604	260.39
			Canon DR-3010C Scan	8/2013	FG08604	3,137.96
14-54144	01-05642	The Center for Economic	Consult-Potential FriscoP	8/2013	9443	650.00
14-53885	01-08335	Datamatic, Ltd.	Roadrunner Handheld	8/2013	IN-0000018188	4,375.00
			Cradle Kit	8/2013	IN-0000018188	1,000.00
			Shipping	8/2013	IN-0000018188	16.17
14-54026	01-1	Screenflex Portable	Portable divider walls	8/2013	S 108108	12,138.88
14-54140	01-1	Okla Business Roundtable	Reception registration	8/2013	O 08/22/13	1,200.00
			add'l attendee	8/2013	O 08/22/13	150.00
14-53594	01-16230	Gale Group Inc	Large Print Standing Orde	8/2013	99727848	114.36
			Large Print Standing Orde	8/2013	99748024	71.22
			Large Print Standing Orde	8/2013	99748610	45.73
14-54147	01-34540	North Star Destination	Brand Print program	8/2013	2692	8,000.00
14-54148	01-34540	North Star Destination	travel expense-presentati	8/2013	2848	667.93

FUND: 36 - 96 ST Capital Improvement

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01 96 SALES TAX IMPROVEMENTS						
14-53280	01-44395	Recorded Books, LLC	Audio Book Standing Order	8/2013	74775303	185.40
			Audio Book Standing Order	8/2013	74777900	129.20
DEPARTMENT TOTAL:						55,777.60
FUND TOTAL:						55,777.60

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 23		Special Events				
14-53723	01-00101	City of Yukon (BankOne)ADM	CIP Decor & Supplies	8/2013	RoundTop 16973	392.66
			CIP Decor & Supplies	8/2013	Meravic 760642	237.86
			CIP Decor & Supplies	8/2013	Meravic 760643	19.98
14-53941	01-15440	Frontier Country	Sponsorship FCMA	8/2013	7046	200.00
DEPARTMENT TOTAL:						850.50
DEPARTMENT: 67		Police Department				
14-53462	01-00111	City of Yukon (BankOne)PD	lodging Knight/Fairchild	7/2013	Renaissance 1405	231.00
			lodging Knight/Fairchild	7/2013	Bonefish 07-09-13	13.57
			lodging Knight/Fairchild	7/2013	Braums 07-10-13	3.69
			lodging Knight/Fairchild	7/2013	Dave&Buste 7-10-13	20.61
			lodging Knight/Fairchild	7/2013	McAlisters 7-11-13	8.04
			lodging Knight/Fairchild	7/2013	Renaissance 1647	262.23
			lodging Knight/Fairchild	7/2013	RedRobin 07-12-13	19.97
14-53463	01-00111	City of Yukon (BankOne)PD	lodging	8/2013	RosenHotel 7407	580.48
14-53464	01-00111	City of Yukon (BankOne)PD	training ammo	7/2013	OMNI 22907	930.00
14-53625	01-00111	City of Yukon (BankOne)PD	Prigmore travel expenses	8/2013	Chilis 08-04-13	19.00
			Prigmore travel expenses	8/2013	Chilis 08-05-13	16.44
			Prigmore travel expenses	8/2013	BoneDaddys 08-7-13	16.75
			Prigmore travel expenses	8/2013	ElArroyo 08-08-13	24.75
			Prigmore travel expenses	8/2013	HolidayInn 210	569.25
14-53700	01-00111	City of Yukon (BankOne)PD	items for breakfast	8/2013	Walmart 00238	15.50
			items for breakfast	8/2013	StitchDes 08-06-13	25.00
			items for breakfast	8/2013	Target 08-08-13	26.86
			items for breakfast	8/2013	Staples 90512	11.99
DEPARTMENT TOTAL:						2,795.13
FUND TOTAL:						3,645.63

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01		Utility Billing				
14-54039	01-00123	City of Yukon (BankOne)TEC	MR Phone Srvc-AU'13	8/2013	Verizon 9709484827	157.53
14-53952	01-00170	City of Yukon (BankOne)UB	Clothing Allowance-Clark	8/2013	Langstons 99488	99.97
14-53934	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	7/2013	Clean 50608339	20.63
14-53935	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	8/2013	Clean 50609422	16.53
14-54003	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	8/2013	Clean 50610464	16.53
14-53884	01-07900	Custom Printing	Cut Off Door Hangers	8/2013	134984	719.00
14-53845	01-39550	Paul Penley Oil Company,	Inunleaded fuel	8/2013	0094723-IN	274.98
14-54055	01-39550	Paul Penley Oil Company,	Infuel for city veh's	8/2013	0095004-IN	335.22
DEPARTMENT TOTAL:						1,640.39
DEPARTMENT: 02		Water Distribution				
14-53348	01-00180	City of Yukon (BankOne)PW	change out meters/re	8/2013	HDSupply B368277	283.70
14-53847	01-00180	City of Yukon (BankOne)PW	pvc cutters	8/2013	HarborFreig 030756	17.97
			trailer hitch	8/2013	HarborFreig 030756	69.97
14-53934	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2013	Clean 50608339	44.49
14-53935	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	8/2013	Clean 50609422	40.53
14-53950	01-00180	City of Yukon (BankOne)PW	door hangers	8/2013	CowanPrint 17653	264.00
14-53951	01-00180	City of Yukon (BankOne)PW	tires for ww veh's	8/2013	S&JTire 45074	411.56
14-54003	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	8/2013	Clean 50610464	41.04
14-53405	01-30600	Lowe's Companies, Inc.	pallet concrete	8/2013	02182	211.06
14-53845	01-39550	Paul Penley Oil Company,	Inunleaded fuel	8/2013	0094723-IN	894.73
			diesel fuel	8/2013	0094723-IN	308.24
14-54055	01-39550	Paul Penley Oil Company,	Inunleaded fuel	8/2013	0095004-IN	692.94
			diesel fuel	8/2013	0095004-IN	118.56
14-54152	01-50700	Triad Design Group	A/E Srvc through 06-25-13	7/2013	8539	3,665.21
DEPARTMENT TOTAL:						7,064.00
DEPARTMENT: 03		Treatment and Supply				
14-54031	01-57420	Waste Connections of Oklaho	disposal for 1st 1/2 Aug	8/2013	17916	1,278.17
DEPARTMENT TOTAL:						1,278.17

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 04		Fleet Maintenance				
14-53345	01-00180	City of Yukon (BankOne)PW	parts to repairs vehicles	8/2013	Napa 540177	34.31
			parts to repairs vehicles	8/2013	Napa 540876	80.92
			parts to repairs vehicles	8/2013	Napa 541630	332.32
14-53346	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	8/2013	OReily 0343-336590	173.54
			parts to repair vehicles	8/2013	OReily 0343-334894	207.52
14-53347	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	8/2013	S&JTire 45026	258.56
			parts to repair vehicles	8/2013	SmithF&G 490548	108.00
			parts to repair vehicles	8/2013	CLBoyd P83409	30.34
			parts to repair vehicles	8/2013	JoeCooper 70302Y	181.59
			parts to repair vehicles	8/2013	JoeCooper 70303Y	55.35
			parts to repair vehicles	8/2013	S&JTire 45075	131.78
14-53349	01-00180	City of Yukon (BankOne)PW	oils, lubricants city veh	8/2013	Napa 541334	45.02
14-53934	01-00180	City of Yukon (BankOne)PW	red oil rag rental	7/2013	Clean 50608339	19.78
			uniform cleaning,ren	7/2013	Clean 50608339	17.80
14-53935	01-00180	City of Yukon (BankOne)PW	red oil rag rental	8/2013	Clean 50609422	19.78
			uniform cleaning,ren	8/2013	Clean 50609422	12.96
14-53951	01-00180	City of Yukon (BankOne)PW	tires for pd vehs	8/2013	S&JTire 45074	229.54
14-53990	01-00180	City of Yukon (BankOne)PW	tire, mount	8/2013	T&WTire 5167194	362.09
14-54000	01-00180	City of Yukon (BankOne)PW	oil filter wrenches	8/2013	FleetPrid 55976269	90.74
14-54003	01-00180	City of Yukon (BankOne)PW	red oil rag rental	8/2013	Clean 50610464	19.63
			uniform cleaning,ren	8/2013	Clean 50610464	12.86
14-54021	01-00180	City of Yukon (BankOne)PW	control module	8/2013	Intermotive 37768	358.25
			freight	8/2013	Intermotive 37768	27.72
14-54156	01-37489	OK Tax Commission	tags for new vehicles	7/2013	May/Jun 2013	217.00
			tags for new vehicles	8/2013	Aug 2013	117.00
14-53845	01-39550	Paul Penley Oil Company,	Inunleaded fuel	8/2013	0094723-IN	8,543.48
			diesel fuel	8/2013	0094723-IN	1,961.56
14-54055	01-39550	Paul Penley Oil Company,	Inunleaded fuel	8/2013	0095004-IN	8,889.66
			diesel fuel	8/2013	0095004-IN	3,209.83
14-54001	01-53425	DOC/Union City Comm Corr	Ctinmate pay	8/2013	UC20140002Y	253.31
			adm fee	8/2013	UC20140002Y	25.33
14-54002	01-53425	DOC/Union City Comm Corr	CtTranport fees for July 13	8/2013	UC20140002YUKON	1,104.00
DEPARTMENT TOTAL:						27,131.57
FUND TOTAL:						37,114.13

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01		Sanitation				
14-53527	01-00171	City of Yukon (BankOne)	SAN Tires & retreads	8/2013	T&WTire 5173572	57.00
			Tires & retreads	8/2013	SouthTire 47115982	1,607.50
14-53705	01-00171	City of Yukon (BankOne)	SAN rubber cutting edge	8/2013	Setco 121341	745.40
14-53707	01-00171	City of Yukon (BankOne)	SAN PTO, pump & parts	8/2013	EVCO 48587	1,734.00
			PTO, pump & parts	8/2013	HOW 90170	67.03
14-53890	01-00171	City of Yukon (BankOne)	SAN bumper support	8/2013	J&REquip 22881	85.45
14-53944	01-00171	City of Yukon (BankOne)	SAN windshield	8/2013	Bruckner 505227	261.29
14-53992	01-00171	City of Yukon (BankOne)	SAN wasp spray	8/2013	Ace 868648	41.88
14-53345	01-00180	City of Yukon (BankOne)	PW parts to repairs vehicles	8/2013	Napa 540177	10.00
			parts to repairs vehicles	8/2013	Napa 540876	50.46
14-53347	01-00180	City of Yukon (BankOne)	PW parts to repair vehicles	8/2013	SouthTire 47115893	548.94
14-53934	01-00180	City of Yukon (BankOne)	PW uniform cleaning,ren	7/2013	Clean 50608339	40.93
14-53935	01-00180	City of Yukon (BankOne)	PW uniform cleaning,ren	8/2013	Clean 50609422	40.93
14-54003	01-00180	City of Yukon (BankOne)	PW uniform cleaning,ren	8/2013	Clean 50610464	36.97
14-53842	01-01352	Anderson Safety Products	gloves, vest, straps	8/2013	1243	70.00
14-53945	01-1	BTE	shipping & restocking fee	7/2013	B 1713BTE	151.47
14-53978	01-22501	IPL Inc.	polycart wheels	8/2013	RX-222707	2,634.00
14-54109	01-30600	Lowe's Companies, Inc.	dumpster enclosure repair	7/2013	02542B	38.85
			credit	7/2013	15567	3.16-
			credit	7/2013	02542CR	35.69-
14-53845	01-39550	Paul Penley Oil Company,	Inunleaded fuel	8/2013	0094723-IN	246.52
			diesel fuel	8/2013	0094723-IN	3,419.07
14-54055	01-39550	Paul Penley Oil Company,	Inunleaded fuel	8/2013	0095004-IN	281.73
			diesel fuel	8/2013	0095004-IN	3,804.56
14-54043	01-57420	Waste Connections of Oklaho	Landfill fees	8/2013	17915	13,947.37
14-53991	01-57425	Waste Connections of Oklaho	July rolloff hauling	8/2013	1284361	3,703.67
DEPARTMENT TOTAL:						33,586.17
FUND TOTAL:						33,586.17

FUND: 73 - Storm Water Enterprise

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01		Stormwater				
14-54009	01-00123	City of Yukon (BankOne)	TEC Adobe Pro Lic	8/2013	CDW-G FF62570	352.19
			Adobe Media	8/2013	CDW-G FF62570	19.34
14-53845	01-39550	Paul Penley Oil Company,	Inunleaded	8/2013	0094723-IN	65.90
					DEPARTMENT TOTAL:	437.43
					FUND TOTAL:	437.43

FUND: 74 - Grant Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 09 CDBG Year 9						
14-54151	01-47490	Shell Construction Company,	CDBG-Cedar 8th - 9th St	7/2013	6	1,887.19-
			CDBG-Cedar 8th - 9th St	7/2013	6	27,838.75
DEPARTMENT TOTAL:						25,951.56
DEPARTMENT: 20 Emergency Mgmt Grants						
14-53949	01-00125	City of Yukon (BankOne)EM	Door Prize for OEMA Conf	8/2013	Lowes 10488	169.00
14-54042	01-00125	City of Yukon (BankOne)EM	OEMA Conf MEAL	8/2013	EmbassySuites 1802	35.89
14-54015	01-70045	Lori Adams	reimb Travel Exp OML	8/2013	OML - LA 8-9-13	103.59
DEPARTMENT TOTAL:						308.48
FUND TOTAL:						26,260.04
GRAND TOTAL:						297,570.91

**Technology Item Listing - September 3, 2013**

<b>Item #</b>	<b>Description</b>	<b>Model Number</b>	<b>Serial Number</b>	<b>Department</b>
	Sercon 5000 AC Recovery System	5000	N/A	PW
	Colman Outdoor Mosquito Fogger	N/A	N/A	PW
	Norton 7300 Tire Balancer	7300	N/A	PW
	Sun Investigator Gas-Diesel Analyzer	C-38-4	N/A	PW
	Sun vat-40 Battery Tester	VAT-40	N/A	PW
	Toro Z Master Riding Mower	78478	N/A	PW



Date: August 23, 2013

To: Doug Shivers, City Clerk

From:  Jan Scott, Parks & Recreation Director

Subject: Council Agenda September 3, 2013

**ITEM 1:** Consider approval of the **Yukon Optimist Sports Club** to use the Community Center Football Field from August 21, 2013 through December 15, 2013.

**ITEM 3:** Consider approval of the **Stage Door** to use the YMAC Building from August 21, 2013 through August 21, 2014.

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

This agreement is made and entered into this day of August 21, 2013 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 21 through December 15, 2013** according to the following schedule:  
**Monday, Tuesday and Thursdays 6:00 p.m.-9:30 p.m.**  
**Saturday & Sunday 9:00 a.m.-5:00 p.m.**  
**(No Games to be scheduled on Saturday, October 26)**

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.

Jarrett Kellogg  
Organizational Person In Charge

8/21/2013  
Date

Jim Scott  
Yukon Parks and Recreation Director

8-22-2013  
Date

Jim Edwards  
Chairman, Yukon Park Board

8-21-2013  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
ATTEST: City Clerk

\_\_\_\_\_  
Date

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

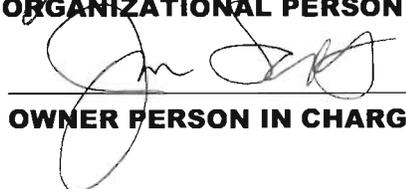
The Yukon Optimist Sports Club desires to use the following facilities:  
(Organization)

**OWNERSHIP:** City of Yukon  
**FACILITY:** City Park  
**AREA INVOLVED:** Football Fields, concession buildings and bathrooms  
**LOCATION:** 2200 South Holly Ave. Yukon, OK.  
**DAYS OF WEEK:** Monday, Tuesday & Thursday Saturdays & Sundays  
**HOURS:** 5 p.m.-9:30 p.m. 9:00 a.m.-5:00 p.m.  
**BEGINNING DATE:** August 21, 2013  
**ENDING DATE:** December 15, 2013  
**ACTIVITY:** Youth Tackle Football League & Practice  
**ORGANIZATIONAL-  
CONTACT PERSON:** Jarrett Kelough  
**ADDRESS:** 12416 NW 4<sup>th</sup> Yukon, OK. 73009  
**PHONE:** Work 350-8920 Cell-708-3812 Home 577-2351

MAINTENANCE RESPONSIBILITIES:	OWNER	ORGANIZATION
LIGHT BILLS	<u>X</u>	_____
Minor LIGHT REPAIRS (LIST)	<u>X</u>	_____
JANITOR	<u>X</u>	<u>X</u>
PICKING UP	<u>X</u>	<u>X</u>
Large MOWING	<u>X</u>	_____
DRAGGING FIELD	_____	<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.

<b>APPROVED:</b>	 _____ <b>ORGANIZATIONAL PERSON IN CHARGE</b>	<u>8/21/2013</u> <b>DATE</b>
	 _____ <b>OWNER PERSON IN CHARGE</b>	<u>8/23/13</u> <b>DATE</b>

NOTE: Special or other agreements are set forth at the end of this contract. All league schedules must be in the possession

175 WATER STREET  
NEW YORK, NY 10038

Illinois National Insurance Co.  
 New Hampshire Insurance Company

Granite State Insurance Company

(Each of the above being a capital stock company)

### COMMERCIAL GENERAL LIABILITY CONFIRMATION OF COVERAGE

This CONFIRMATION OF COVERAGE is attached to and made part of MASTER POLICY NUMBER: <b>01-LX-000917052-8</b> 07134-0050:	<b>SEABURY &amp; SMITH</b> 12421 MEREDITH DRIVE URBANDALE, IA 50398 1-800-503-9227
--	---

EXTENDED NAMED INSURED: OKLAHOMA William Kelough 12416 Nw 4th Street Yukon, OK 73099	<b>Optimist International</b>
POLICY PERIOD: FROM <u>MAY 1, 2013</u> TO <u>MAY 1, 2014</u> AT 12:01 A.M. TIME AT YOUR MAILING ADDRESS SHOWN ABOVE	

LIMITS OF INSURANCE		
EACH OCCURRENCE LIMIT	\$	<u>1,000,000</u>
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$	<u>100,000</u> Any one premises
MEDICAL EXPENSE LIMIT	\$	<u>EXCLUDED</u> Any one person
PERSONAL & ADVERTISING INJURY LIMIT	\$	<u>1,000,000</u> Any one person or organization
GENERAL AGGREGATE LIMIT	\$	<u>2,000,000</u>
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	\$	<u>1,000,000</u>

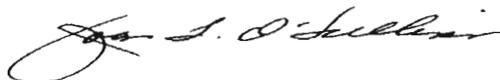
**APPLICABLE ENDORSEMENT(S) PROVIDED TO THE EXTENDED NAMED INSURED:**

See Attached Forms Schedule

OPTIONAL ENDORSMENT(S) – ONLY PROVIDED TO THE EXTENDED NAMED INSURED IF “COVERAGE PROVIDED” BOX, BELOW, IS CHECKED. COVERAGE IS NOT PROVIDED IF “COVERAGE NOT PROVIDED” BOX, BELOW, IS CHECKED.

ABUSE AND MOLESTATION ENDORSEMENT				
<input checked="" type="checkbox"/>	COVERAGE NOT PROVIDED			
<input type="checkbox"/>	COVERAGE PROVIDED	PREMIUM \$XXX,XXX	SEE ENDORSEMENT FOR APPLICABLE LIMITS	COVERAGE EFFECTIVE PERIOD FOR ENDORSEMENT XX/XX/XX TO XX/XX/XX AT 12:01 AM TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

HIRED & NON-OWNED AUTOMOBILE LIABILITY ENDORSEMENT				
<input type="checkbox"/>	COVERAGE NOT PROVIDED			
<input checked="" type="checkbox"/>	COVERAGE PROVIDED	PREMIUM \$INCLUDED	SEE ENDORSEMENT FOR APPLICABLE LIMITS	COVERAGE EFFECTIVE PERIOD FOR ENDORSEMENT 05/01/13 TO 05/01/14 AT 12:01 AM TIME AT YOUR MAILING ADDRESS SHOWN ABOVE



\_\_\_\_\_  
Authorized Representative



Date: August 23, 2013

To: Doug Shivers, City Clerk

From: Jan Scott, Parks & Recreation Director

Subject: Council Agenda September 3, 2013

**ITEM 1:** Consider approval of the **Yukon Optimist Sports Club** to use the Community Center Football Field from August 21, 2013 through December 15, 2013.

**ITEM 2 :** Consider approval of the **Stage Door** to use the YMAC Building from August 21, 2013 through August 21, 2014.

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

This agreement is made and entered into this 21<sup>th</sup> day of August 2013, 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;

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

2. Duration of Permit: This permit shall be effective and the Organization shall be permitted to use the Leased Premises from **August 21, 2013 through August 21, 2014** according to the following schedule:

3. Use of leased Premises: The Organization shall be permitted to use the Leased Premises for the following activity or activities: **rehearsals and production of 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.

4. **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.

5. **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: \_\_\_\_\_ N/A \_\_\_\_\_.

6. **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.

7. 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.

8. 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. For schedule of deadlines, see Addendum “b”.

9. 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 pickup 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.

10. 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.

11. 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.

12. 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** each person

**\$1,000.000** each accident

**\$1,000.000** property damage

13. 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:

Liability Waivers:      x     

Parental Releases:      x     

Medical Waivers:      x

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

14. 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.
15. 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.
16. Non-Discrimination: Organization and its employees shall not discriminate because of race, religion, color, sex ornational origin, against any person by refusing to furnish such person any accommodation, facility service or privilege offered to or enjoyed by the general public.
17. 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 indicatethat the person acquiring the interest takes subject to the terms of this permit.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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.

Frieda Penn 8/21/13  
Organizational Person In Charge Date

Jim Scott 8-23-13  
Yukon Parks and Recreation Director Date

Joe Edwards 8-21-13  
Chairman, Yukon Park Board Date

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

\_\_\_\_\_  
ATTEST: City Clerk Date

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

The Stage Door 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, & Old Indian Education Office  
**LOCATION** 601 Oak  
**DAYS OF WEEK** All Days  
**HOURS** Vary  
**BEGINNING DATE** August 21, 2013  
**ENDING DATE** August 21, 2014  
**ACTIVITY** Staging Plays  
**ORGANIZATIONAL-CONTACT PERSON** Stage Door  
**ADDRESS**  
**PHONE: BUSINESS** 640-5095 354-0617  
**HOME** Frieda Penn

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

**APPROVED:** Frieda Penn 8/21/13  
 ORGANIZATIONAL PERSON IN CHARGE DATE  
[Signature] 8/23/13  
 OWNER PERSON IN CHARGE DATE



Northfield Insurance Company  
St. Paul, MN 55102

**COMMERCIAL GENERAL LIABILITY  
COVERAGE PART DECLARATIONS**

Effective Date: 05/01/2013 12:01 A.M. at your mailing address

Policy No: WS163322

**Named Insured:**

The Stage Door, Inc.

**LIMITS OF INSURANCE**

Each Occurrence Limit	\$ 1,000,000
Damage To Premises Rented To You Limit	\$ 100,000 Any One Premises
Medical Expense Limit	\$ 5,000 Any One Person
Personal and Advertising Injury Limit	\$ 1,000,000 Any One Person or Organization
General Aggregate Limit	\$ 2,000,000
Products/Completed Operations Aggregate Limit	\$ 2,000,000

**BUSINESS INFORMATION**

Form of Business:  Individual  Joint Venture  Partnership  Limited Liability Company  Trust  
 Organization, including a Corporation (but not including a partnership, joint venture, trust or limited liability company.)

Loc. # Address of All Premises (Including Zip Code) That You Own, Rent or Occupy

001 601 Oak Yukon OK 73099

**PREMIUM**

Loc. #	Classification	Code No.	Premium Base	Rate		Advance Premium	
				Pr/CO	All Other	Pr/CO	All Other
001	Theaters - NDC - Non-Profit. - Products-completed operations are subject to General Aggregate Limit.	49185	m+	1,600	Included	324.256 \$	Included \$ 519.00
	Additional Insureds -		t 1 Fully Earned			100.000 \$	\$ 100.00
					Subline Premiums	\$ .00	\$ 619.00
					Total Advance Premium	\$	619.00

**FORMS AND ENDORSEMENTS**

The schedule of coverage declarations, forms and endorsements shown on S1D-ILS make up your policy as of the effective date shown above.

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

When used as a premium base:

"Area" (premium basis symbol a) means:

The total number of square feet of floor space at the insured premises, computed as follows:

1. For entire buildings, by multiplying the product of the horizontal dimensions of the outside of the outer building walls by the number of floors, including basements but do not use the area of the following:
  - a. Courts and mezzanine types of floor openings.
  - b. Portions of basements or floors where 50% or more of the area is used for shop or storage for building maintenance, dwelling by building maintenance employees, heating units, power plants or air-conditioning equipment.
2. For tenants, determine the area they occupy in the same manner as for the entire buildings.
3. The rates apply per 1,000 square feet of area.

"Total Cost" (premium basis symbol c) means:

The total cost of all work let or sublet in connection with each specific project including:

1. The cost of all labor, materials and equipment furnished, used or delivered for use in the execution of the work, however, do not include the cost of finished equipment installed but not furnished by the subcontractor if the subcontractor does no other work on or in connection with such equipment; and
2. All fees, bonuses or commissions made, paid or due.
3. The rates apply per \$1,000 of total cost.

"Admissions" (premium basis symbol m) means:

The total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admissions, tickets, complimentary tickets or passes.

The rates apply per 1,000 admissions.

"Payroll" (premium basis symbol p) means:

1. Commissions;
2. Bonuses;
3. Extra pay for overtime work, except as provided in Paragraph 17;
4. Pay for holidays, vacations or periods of sickness;
5. Payment by an employer of amounts otherwise required by law to be paid by employees to statutory insurance or pension plans, such as the Federal Social Security Act;
6. Payment to employees on any basis other than time worked, such as piecework, profit sharing or incentive plans;
7. Payment or allowance for hand tools or power tools used by hand provided by employees and used in their work or operations to the insured;
8. The rental value of an apartment or a house provided for an employee based on comparable accommodations;
9. The value of lodging, other than an apartment or house, received by employees as part of their pay, to the extent shown on the insured's records;
10. The value of meals received by employees as part of their pay to the extent shown in the insured's records;
11. The value of store certificates, merchandise, credits or any other substitute for money received by employees as part of their pay;
12. The payroll of mobile equipment operators and their helpers, whether or not the operators are designated or licensed to operate automobiles. If the operators and their helpers are provided to the insured along with equipment hired under contract and their actual payroll is not known, use 1/3 of the total amount paid out by the insured for the hire of the equipment;
13. The payroll of executive officers of a corporation and individual insureds and co-partners. For the purposes of payroll determination, managers of limited liability companies shall be considered executive officers and members of limited liability companies shall be considered co-partners. The executive officers of a corporation are those persons holding any of the officer positions created by the named insured's charter, constitution or by-laws or any other similar governing document. The payroll of all executive officers of a corporation and individual insureds or co-partners engaged principally in clerical operations or as salespersons, and officers and co-partners who are inactive for the entire policy period, shall not be included for premium purposes. For part-time or seasonal businesses the payroll amounts may be reduced by 2 percent for each full calendar week in excess of twelve during which the risk performs no operations.
14. The payroll of leased workers furnished to the named insured by a labor leasing firm. Premium on such payroll shall be based on the classifications and rates which would have applied if the leased workers had been the direct employees of the named insured. If payroll is unavailable, use 100% of the total cost of the contract for leased workers as the payroll of leased workers. The premium shall be charged on that amount as payroll. If investigation of a specific employee leasing contract discloses that a definite amount of the contract price represents payroll, such amount shall be considered payroll for premium computation purposes.
15. Fees paid to employment agencies for temporary personnel provided to the insured.
16. Payroll does not include:
  - a. Tips and other gratuities received by employees;
  - b. Payments by an employer to group insurance or group pension plans for employees other than payments covered by Paragraph 5. above.

- c. The value of special rewards for individual invention or discovery;
- d. Dismissal or severance payments except for time worked or accrued vacation;
- e. The payroll of clerical office employees. Clerical office employees are those employees who work in an area which is physically separated by walls, floors or partitions from all other work areas of the insured and whose duties are strictly limited to keeping the insured's books or records or conducting correspondence, including any other employees engaged in clerical work in the same area;
- f. The payroll of salesmen, collectors or messengers who work principally away from the insured's premises. Salesmen, collectors or messengers are those employees engaged principally in any such duties away from the premises of the employer; Exception: This term does not apply to any employee whose duties include the delivery of any merchandise handled, treated or sold.
- g. The payroll of drivers and their helpers if their principal duties are to work on or in connection with automobiles.
- h. The payroll of aircraft pilots or co-pilots if their principal duties are to work on or in connection with aircraft in either capacity.
- i. The payroll of draftsmen if their duties are limited to office work only and who are engaged strictly as draftsmen in such a manner that they are not exposed to the operative hazards of the business. The payroll of these draftsmen shall be assigned to the classification "Draftsmen" - Code 91805.

#### 17. Overtime

- a. Definition  
Overtime means those hours worked for which there is an increase in the rate of pay:
  - (1) For work in any day or in any week in excess of the number of hours normally worked; or
  - (2) For hours worked in excess of 8 hours in any day or 40 hours in any week; or
  - (3) For work on Saturdays, Sundays or holidays.In the case of guaranteed wage agreements, overtime means only those hours worked in excess of the number specified in such agreement.
- b. Exclusion Of Overtime Payroll  
The extra pay for overtime shall be excluded from the payroll on which premium is computed as indicated in (1) or (2), provided the insured's books and records are maintained to show overtime pay separately by employee and in summary by classification.
  - (1) If the records show separately the extra pay earned for overtime, the entire extra pay shall be excluded.
  - (2) If the records show the total pay earned for overtime (regular pay plus overtime pay) in one combined amount, 1/3 of this total pay shall be excluded. If double time is paid for overtime and the total pay for such overtime is recorded separately, 1/2 of the total pay for double time shall be excluded.Exclusion of overtime pay does not apply to payroll assigned to the "Stevedoring" classifications.  
The rates apply per \$1,000 of payroll.

"Gross Sales" (premium basis symbol s) means:

- a. The gross amount charged by the named insured, concessionaires of the named insured or by others trading under the insured's name for:
  - (1) All goods or products, sold or distributed;
  - (2) Operations performed during the policy period;
  - (3) Rentals; and
  - (4) Dues and fees.
- b. Inclusions  
The following items shall not be deducted from gross sales:
  - (1) Foreign exchange discounts;
  - (2) Freight allowance to customers;
  - (3) Total sales of consigned goods and warehouse receipts;
  - (4) Trade or cash discounts;
  - (5) Bad debts; and
  - (6) Repossession of items sold on installments (amount actually collected).
- c. Exclusions  
The following items shall be deducted from gross sales:
  - (1) Sales or excise taxes which are collected and submitted to a governmental division;
  - (2) Credits for repossessed merchandise and products returned. Allowances for damaged and spoiled goods;
  - (3) Finance charges for items sold on installments;
  - (4) Freight charges on sales if freight is charged as a separate item on customer's invoice;
  - (5) Royalty income from patent rights or copyrights which are not product sales; and
  - (6) Rental receipts from products liability coverage only.
- d. The rates apply per \$1,000 of gross sales.

"Units" (premium basis symbol u) means:

A single room or group of rooms intended for occupancy as separate living quarters by a family, by a group of unrelated persons living together, or by a person living alone. The rates apply per each unit

Premium basis symbol t means: Refer to classification description.

## AGREEMENT FOR SERVICES

**CITY OF YUKON**

**OKLAHOMA CZECHS, INC.**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the **City of Yukon**, hereinafter referred to as "City", and **Oklahoma Czechs, Inc.**, a nonprofit Corporation, hereinafter referred to as "Contractor".

**WITNESSETH:**

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

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

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

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

1. **TERM:** This agreement shall be from the 1<sup>st</sup> day of July, 2013, through the 30<sup>th</sup> day of June, 2014.
2. **CONSIDERATION:** The City agrees to pay contractor, as consideration for services for the citizens of Yukon provided by Oklahoma Czechs, Inc., the total sum of One Thousand Four Hundred Fifty-five Dollars (\$1,455.00) to be paid upon proper application.

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

In addition thereto, the City shall provide:

- A) Dumpsters for use at the Czech Festival, including the emptying of dumpsters the evening of the 2013 festival;
- B) Clean up before and after the Czech Festival;
- C) Police patrol at the Czech Festival;
- D) Provide police and fire presence at the Czech building;
- E) Closing of Fifth Street, between Cedar and Birch, during the Czech Festival.

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

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

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

4. Contractor agrees to indemnify and hold harmless the City from any and all liability, loss or damage the City may suffer as a result of claims, demands, costs or judgments against it arising from the activities of Contractor. In addition, Contractor agrees to provide the City as an additional insured in an amount of not less than the maximum exposure of the City under the Oklahoma Governmental Tort Claims Act.

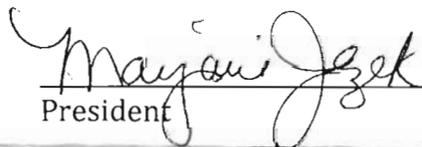
5. Contractor agrees to comply with all policies adopted by the City concerning the use of City property and facilities by private entities, whether those policies are in existence at the time of the execution of this agreement or are adopted by the City subsequent to the execution of this agreement.

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

THE CITY OF YUKON

OKLAHOMA CZECHS, INC.  
A nonprofit Corporation

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

  
\_\_\_\_\_  
President

ATTEST:

ATTEST:

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

  
\_\_\_\_\_  
Secretary

APPROVED BY:

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

# Oklahoma Czechs Inc. 2013 Budget

## Pre-Festival Expense

Mailing <sup>500</sup> , Baking <sup>7500</sup> , Ingredients, etc.	8,000
Pageant incl. 1,250 scholarships, competition <sup>4500</sup>	6,000
Festival Expenses *      13,000, 15,000, 10,000	38,000
Total Festival Expenses including Pageant	52,000

## Fixed Expenses

Utilities	6,000
Insurance - Bldg. <sup>3,000</sup> Liability <sup>1,000</sup>	4,000
Property Taxes	2,600
Sales Tax	4,500
Total Fixed Expense	17,100

Total Expenses      69,100

Profit / Loss Average      8,000  
(Dependent on weather, OU/OSU Football)

Capital Improvements / Repair - Current      None

Capital Improvements - Future  
Air-conditioner<sup>10,000</sup> # 2, Refrigerators or Heaters<sup>2</sup> 5,000<sup>ⓐ</sup>      5,000<sup>ⓑ</sup>  
20,000

\* Includes non-income producing expenses: Tents, audio, restrooms, parade

Note: Both OU & OSU have home games on 10/05/13.

8/18/13

# OFFICE OF THE CITY ATTORNEY

Yukon



Oklahoma

## MEMORANDUM

To: Doug Shivers, City Clerk  
From: Michael D. Segler   
Date: August 29, 2013  
Subject: Agreement for Services - Oklahoma Czechs, Inc.

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Enclosed is the Agreement for Services for Oklahoma Czechs, Inc. which has been signed by the President and Secretary.

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



## Oklahoma Municipal Assurance Group

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

August 19, 2013

Mr. Justin Icenhower  
2009 Yellowstone Dr.  
Yukon, OK 73099

RE:     Member         :     City of Yukon  
          Claimant       :     Justin Icenhower  
          Date of Loss   :     6/11/13  
          Claim No.     :     132626-KW

Dear Mr. Icenhower:

The Governmental Tort Claims Act, 51 Okla. Stat. Sec. 155 states:

"The state or a political subdivision shall not be liable if a loss or claim results from:

23. Any court-ordered or Department of Corrections approved work release program;"

Based on this exemption, we are recommending denial of this claim.

Our investigation reveals that the damage was a result from an inmate worker.

Sincerely,

Kyle Waid  
Claims Examiner

cc: City of Yukon

NOTICE OF TORT CLAIM

OKLAHOMA MUNICIPAL ASSURANCE GROUP - MUNICIPAL LIABILITY PROTECTION PLAN

A. CLAIMANT REPORT

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

PLEASE PRINT OR TYPE AND SIGN

IMPORTANT NOTICE: The filing of this form with the City Clerk's office is only the initial step in the claim process and does not indicate in any manner the acceptance of responsibility by the City or its related entities.

CLAIMANT(S) Justin Icebauer CLAIMANT(S) SOCIAL SECURITY NO. CLAIMANT(S) DATE OF BIRTH 8-16-74 ADDRESS 2009 Yellowstone PHONE: HOME( ) BUS. 1405 550-8963

1. DATE AND TIME OF INCIDENT 6-11 11 a.m. 112 p.m. 2. LOCATION OF INCIDENT Transfer station 3. DESCRIBE INCIDENT Employee lowered Tailgate onto Trailer crane and put dent into tailgate

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

BODILY INJURY: WAS CLAIMANT INJURED? YES NO If yes, complete this section Describe injury WERE YOU ON THE JOB AT THE TIME OF INJURY? YES NO If so, please give name, address and phone number of company NAME OF DOCTOR OR HOSPITAL ALL MEDICAL BILLS (attach Copies) \$ LIST OTHER DAMAGES CLAIMED \$ TOTAL BODILY INJURY. . . . . \$

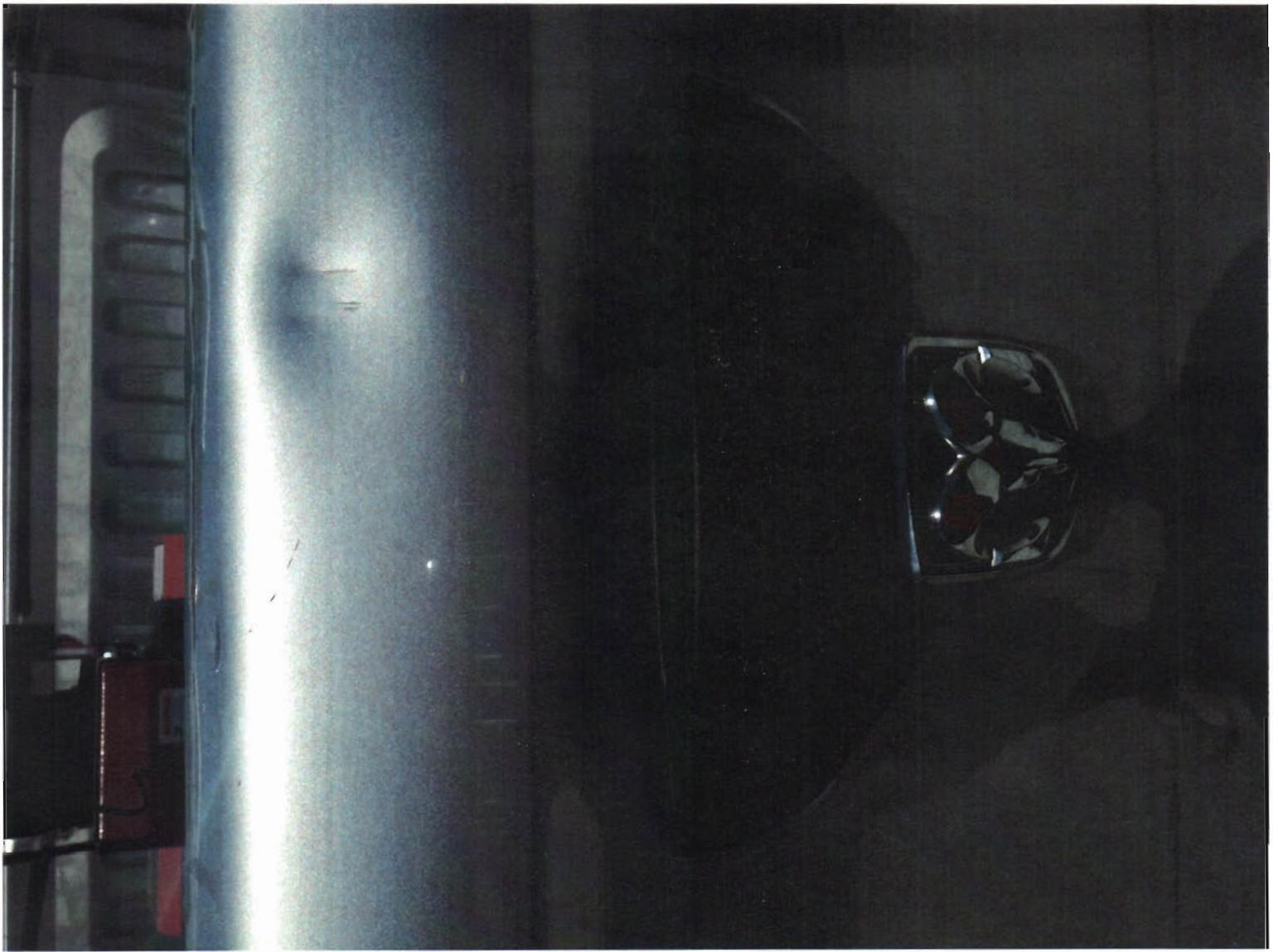
PROPERTY DAMAGE: Proof that you are the owner of the vehicle or property allegedly damaged as specified in your claim will be required. VEHICLE NAME Dodge BODY TYPE Ram YEAR 05 NOTE: If damage is to a vehicle, a photocopy of your motor vehicle title is required. IF NOT A VEHICLE, DESCRIBE PROPERTY AND LOSS PROPERTY DAMAGE (Attach repair bills or two estimates) \$ LIST OTHER DAMAGES CLAIMED \$ TOTAL PROPERTY . . . . . \$

5. NAME OF YOUR INSURANCE CO. POLICY NO. AMOUNT CLAIMED AMOUNT RECEIVED Safe auto OK 00101644A-0

6. The names of any witnesses known to you. Johnny Johnson 1146 Moose st 831-1314 Name Address Phone Number

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

SIGNATURE(S) DATE 6-11-13



On the date of June 11, 2013 there was no witnessed nor reported damage to any vehicle that entered the transfer station.

Don Roberts 

Michael Payton 

Hubert Steakley 

**RESOLUTION NO. 2013 – 12****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 2013-2014 fiscal year; and

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

Section 1. That the 2013-2014 fiscal year operating budget was adopted on June 4, 2013 as required by 11 O.S. ~ 17-213,

Section 2. That the resolution and a copy of the adopted budget has 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 3<sup>rd</sup> day of September, 2013.

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Ken Smith, Mayor

ATTEST:

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City Clerk

# Report of Boards, Commissions and Committees

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

## Planning Commission

Earline Smaistrla	Ward 1	2014
Larry Taylor	Ward 2	2014
Bob Doggett	Ward AL	2015
Terry Beaver	Ward 3	2016
Roger Davis	Ward 4	2016

## Board of Adjustment/Board of Appeal

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

## Park Board

Joe Edwards	Ward 1	2014
D.E. Brower	Ward 2	2014
Ed Hatley	Ward AL	2015
Ward Larson	Ward 3	2016
Joe Baumann	Ward 4	2016

## Library Board

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

## Traffic Commission

Charles Lee	Ward 1	2014
	Ward 2	2014
John Knuppel	Ward AL	2015
Jay Tallant	Ward 3	2016
A.J. Clements	Ward 4	2016

## Spanish Cove

Larry Taylor, Representative

## OK Environmental Management Auth.

Nick Grba, Representative  
Dewayne Maxey, Alternate

## Senior Citizens

Ray Wright, Representative  
John Alberts, Alternate

## ACOG

Ken Smith, Member  
John Alberts, Alternate

## COWRA

Genie Vinson, Representative  
Larry Taylor, Alternate

## Sister City Committee

Illona Morris  
Terry Beaver  
Nancy Novosad  
Edwin Shedeck

## Recycling Committee

Carole Garner	Rick Bolin
Dennis Beringer	Beverly Kofoed
Genie Vinson	Gary LaRue

\*Members of Ladies' Library Club are appointed by same



John Alberts, Mayor & Council Member Ward II  
Nick Grba, Council Member Ward I  
Ken Smith, Vice Mayor, Council Member At Large  
Rick Opitz, Council Member Ward III  
Michael McEachern, Council Member Ward IV

**From the Office of the  
Public Works Director  
Arnold Adams**

Date: 8/28/13  
To: Grayson Bottom  
From: Arnold Adams / Public Works Director  
Re: Well Field

**Grayson,  
I am requesting authorization to repair the following water wells at our well field in Oklahoma City. These wells were damaged due to storms and flooding from the May 31, 2013 storms.**

- |                                  |                    |
|----------------------------------|--------------------|
| <b>1. CL2 Building @ Well #1</b> | <b>\$30,000.00</b> |
| <b>2. Well #3</b>                | <b>\$47,968.24</b> |
| <b>3. Well #4</b>                | <b>\$29,775.25</b> |
| <b>4. Well #5, #6, and #9</b>    | <b>\$87,652.25</b> |

**Total - \$195,395.74**

**We have received word from FEMA that we will be reimbursed \$177,385.00 of this money to make repairs to the wells. The check from FEMA is in the mail to us.**

**Thank you,**

  
**Arnold Adams**

CITY OF YUKON 904 Industrial Drive  
P.O. Box 850500  
Yukon, Oklahoma 73085  
Phone: 405.350.8940  
Fax: 405.350.8944



Ken Smith, Mayor & Council Member At Large  
Rick Opitz, Vice Mayor & Council Member Ward III  
Nick Grba, Council Member Ward I  
John Alberts, Council Member Ward II  
Michael McEachern, Council Member Ward IV

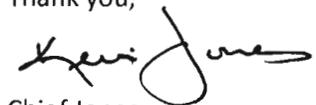
From the Office of the  
**Fire Chief**  
**Kevin Jones**

July 10, 2013

Grayson,

I have found the wildland gear I would like to purchase for the department. The gear I have selected is Tecgen Xtreme. It is sold by NAFECO. The difference in this gear and others is it is the Tecgen gear is dual certified by the NFPA for both technical rescue and wildland firefighting. This would allow for our personnel to use the gear for more than one purpose which provides safety, comfort, and longer life to their bunker gear. I am also recommending that we purchase the entire ensemble from one vendor, NAFECO. This will eliminate chasing down several vendors in case of a warranty issue. As you will see on The enclosed quotes the gear is "head to toe". This will allow our firefighters to be fully compliant by NFPA standards. We will also come in under budget, which is the capitol improvement 505-405.

Thank you,

  
Chief Jones

OK  
GB  
7/18/13





August 22, 2013

Honorable Mayor and City Council  
 City of Yukon  
 500 W. Main  
 Yukon, OK

Re: Change Order No. 1 and Amendment No. 1  
 City of Yukon Year 10 and Year 11 C.D.B.G. Small Cities Set Aside  
 Roadway, Waterline, and Sanitary Sewerline Replacement Project

Honorable Mayor and City Council:

I. SCOPE

The scope of Amendment No. 1 is to amend existing pay item quantities to reflect as-built quantities for the project. Change Order No. 1 is required to create new pay items required for construction of the project.

II. JUSTIFICATION

The amendment no. 1 is to reflect as-built quantities for the project and is summarized on Attachment A. Change Order No. 1 creates new pay items for waterline work and is summarized on Attachment A. The Change Order waterline fittings are necessary due to unknown conditions of the existing old waterline with in the project limits in order to install the new sanitary sewer line.

III. COST ESTIMATE

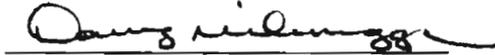
See Attachment A for the cost breakdown for the Amendment No. 1 and Change Order No. 1.

Original Contract Amount:	\$353,753.18
Amendment No. 1:	<- \$6,672.93>
Change Order No. 1:	\$5,625.00
Revised Contract Amount:	\$352,705.25

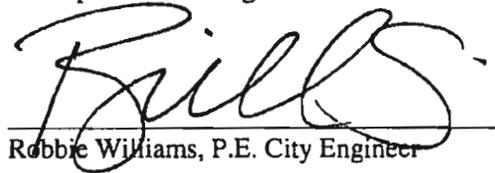
Change Order No. 1 and Amendment No. 1  
Year 10 and Year 11 C.D.B.G. Small Cities Set Aside  
Page 2 of 2

The above and foregoing is hereby accepted this 22<sup>nd</sup> day of August, 2013 and the undersigned agrees to perform the work as so indicated in this Change Order No. 1 and Amendment No. 1 with said adjustments in the contract sum.

Shell Construction Company



The prices shown for the Change Order were established by negotiation and appear to be fair and reasonable. The prices shown for the Amendment were established by competitive bidding in the original contract and not subject to the Oklahoma Competitive Bidding Act.



Robbie Williams, P.E. City Engineer

The Change Order complies with 61 O.S. Section §121.

\_\_\_\_\_  
City Attorney

**APPROVED** by Council of the City of Yukon this \_\_\_\_ day of \_\_\_\_\_, 2013.

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

ATTACHMENT A

**Year 10 - Cedar from 8th to 9th**

Item Number	Description	Unit	Amended		Total Price
			Qty	Unit Price	
2	6" P.C. CONCRETE PAVING	SY	-116.00	\$33.00	-\$3,828.00
8	10" LINE STOPPLE	EA	-1.00	\$9,000.00	-\$9,000.00
13	4" SINGLE LONG SEWER SERVICE	EA	1.00	\$2,300.00	\$2,300.00
14	4" SINGLE SHORT SEWER SERVICE	EA	1.00	\$860.00	\$860.00
16	8" x 4" WYE	EA	1.00	\$200.00	\$200.00
17	ABANDON MANHOLE	EA	-1.00	\$1,000.00	-\$1,000.00
23	CONCRETE FLOWABLE FILL (2000 PSI)	C.Y.	-20.00	\$130.00	-\$2,600.00
24	FILTER FABRIC SILT FENCE	LF	-200.00	\$2.00	-\$400.00
28	REMOVE 18" CGMP	LF	41.00	\$10.00	\$410.00
29	REMOVE AND REPLACE CONCRETE DRIVEWAY	SY	139.00	\$50.00	\$6,950.00
30	SY	SY	41.00	\$20.00	\$820.00
31	ROCK BAG SILT FENCE	LF	-20.00	\$10.00	-\$200.00
33	SOLID SLAB SOD	SY	-872.00	\$2.00	-\$1,744.00
34	TRAFFIC BOUND SURFACE CORSE (TBSC)	TON	-5.00	\$35.00	-\$175.00
Year 10 Amendment Total					-\$7,407.00
CO1	Additional Waterline Fittings	LSUM	1.00	\$2,675.00	\$2,675.00
Year 10 Change Order Total					\$2,675.00

**Year 11 - 8th Street - Main Street to Cedar**

Item Number	Description	Unit	Amended		Total Price
			Quantity	Unit Price	
2	6" P.C. CONCRETE CURB AND GUTTER	L.F.	40.00	\$17.00	\$680.00
3	6" P.C. CONCRETE PAVING	SY	32.00	\$33.00	\$1,056.00
4	INSTALL ASPHALT DRIVEWAY (4" TYPE A, 2" TYPE B)	SY	54.00	\$35.00	\$1,890.00
8	8" GATE VALVE AND BOX	EA	1.00	\$1,400.00	\$1,400.00
9	8" STOPPLE VALVE	EA	-1.00	\$8,300.00	-\$8,300.00
12	6" x 45" BEND, M.J.	EA	-4.00	\$240.00	-\$960.00
17	FITTINGS (MEGALUG SERIES 2006)	EA	-5.00	\$160.00	-\$800.00
19	SINGLE LONG SERVICE	EA	1.00	\$815.00	\$815.00
20	SINGLE SHORT SERVICE	EA	-1.00	\$520.00	-\$520.00
22	FILTER FABRIC SILT FENCE	LF	-300.00	\$2.00	-\$600.00
28	REMOVE AND REPLACE CONCRETE DRIVEWAY	SY	162.00	\$50.00	\$8,100.00
29	ROCK BAG SILT FENCE	LF	-20.00	\$10.00	-\$200.00
30	SAWCUT PAVEMENT	LF	-0.31	\$3.00	-\$0.93
31	SOLID SLAB SOD	SY	-423.00	\$2.00	-\$846.00
32	TRAFFIC BOUND SURFACE CORSE (TBSC)	TON	-28.00	\$35.00	-\$980.00
Year 11 Amendment Total					\$734.07
CO2	Additional Waterline Fittings	LSUM	1.00	\$2,950.00	\$2,950.00
Year 11 Change Order Total					\$2,950.00
Year 10 and Year 11 Amendment Total					-\$6,672.93
Year 10 and Year 11 Change Order Total					\$5,625.00



August 22, 2013

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

Re: City of Yukon Year 10 and Year 11 C.D.B.G. Small Cities Set Aside  
Roadway, Waterline, and Sanitary Sewerline Replacement Project

Dear Mr. Bottom:

We have completed our final inspection for the referenced project. We recommend the City accept the project and execute the maintenance bonds.

Should you have any questions or comments, please contact me at (405) 752-1122.

Respectfully Submitted,

Robbie Williams, P.E.

RDW: jls/Attachment:

cc: Arnold Adams, City of Yukon  
File E109/Year 10 and 11 OSR

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, SHELL CONSTRUCTION CO., INC.,  
as Principal, and Fidelity and Deposit Company of Maryland, as  
Surety, are held and firmly bound unto the CITY OF YUKON of the State of Oklahoma, in the  
full and just sum of THREE HUNDRED FIFTY THREE THOUSAND SEVEN HUNDRED  
FIFTY THREE DOLLARS AND EIGHTEEN CENTS  
DOLLARS (\$ 353,753.18 ), such sum being equal to the contract amount for  
a period of one (1) year and thereafter for a period of one (1) year for the sum of  
FIFTY THREE THOUSAND SIXTY TWO DOLLARS AND NINETY EIGHT CENTS  
DOLLARS (\$ 53,062.98 ), such sum being not less than 15% of the contract price, for  
the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs,  
executors, and assigns, themselves, and its successors and assigns, jointly and severally,  
firmly by these presents.

Dated this \_\_\_\_ day of JUN 7 2012, A D., 20\_\_\_\_.

The conditions of this obligation are such, that whereas, said Principal, has a certain  
contract between N/A  
and the CITY OF YUKON dated this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, agreed to construct in the City of Yukon:

**YEAR 10 AND YEAR 11 - SMALL CITIES SET ASIDE  
ROADWAY, WATERLINE, AND SANITARY SEWER LINE  
REPLACEMENT PROJECT  
CITY OF YUKON, OKLAHOMA**

all in compliance with the plans and specifications therefore, made a part of said Contract and  
on file in the office of the City Clerk of the City of Yukon; and to maintain the said improvement  
in the amounts set forth above against any failure due to workmanship or material for a period  
of **two (2) years** from the date of acceptance of the completed project by the CITY OF YUKON.

NOW, THEREFORE, if the said Principal shall pay or cause to be paid to the Authority all damage, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of **two (2) years** from and after acceptance of said project by the Authority; and if Principal shall pay or cause to be paid all labor and materials, including the prime contractor and all sub-contractors; and if Principal shall save and hold the Authority harmless from all damages, loss, and expense occasioned by or resulting from any failure whatsoever of said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

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

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

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

Shell Construction Co., Inc.

ATTEST.

*Hilary G. Rank*  
Secretary

By *Danny Ridenour*  
Principal President

Fidelity and Deposit Company of Maryland

ATTEST

*Patti Jackson*  
Secretary Patti Jackson

By *Deborah L. Raper*  
Surety Deborah L. Raper

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_

\_\_\_\_\_  
City Attorney

Approved by the CITY OF YUKON this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_

\_\_\_\_\_  
Mayor

ATTEST

\_\_\_\_\_  
Secretary

**Power of Attorney  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by FRANK E. MARTIN JR., Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **J. Kelly DEER, Travis E. BROWN, Robbie LOYD, Jamie BURRIS, Vaughn P. GRAHAM, Stephen M. POLEMAN, Cindy M. REYNOLDS and Deborah L. RAPER, all of Tulsa, Oklahoma, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds and undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of J. Kelly DEER, Travis E. BROWN, Robbie LOYD, Jamie BURRIS, Vaughn P. GRAHAM, Stephen M. POLEMAN, Cindy M. REYNOLDS, Carrie J. HODGENS, Deborah L. RAPER, dated August 20, 2009.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 25th day of January, A.D. 2011.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Gregory E. Murray*

*Frank E. Martin Jr.*

By:

*Gregory E. Murray* Assistant Secretary

*Frank E. Martin Jr.*

Vice President

State of Maryland }  
City of Baltimore } ss:

On this 25th day of January, A.D. 2011, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN JR., Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

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



*Constance A. Dunn*

Constance A. Dunn

Notary Public

My Commission Expires: July 14, 2015

**EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,....and to affix the seal of the Company thereto."

**CERTIFICATE**

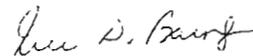
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this \_\_\_\_\_ day of JUN 7 2012, \_\_\_\_\_.



*Assistant Secretary*

THE CITY COUNCIL OF THE CITY OF YUKON, OKLAHOMA MET IN REGULAR SESSION ON THE 3<sup>RD</sup> DAY OF SEPTEMBER, 2013, IN THE COUNCIL CHAMBERS OF THE CENTENNIAL BUILDING AT 12 S. 5TH ST., YUKON, OKLAHOMA, AT 7:00 P.M.

PRESENT:

ABSENT:

Notice of the schedule of regular meetings of the governing body of the municipality for the calendar year 2013 having been given in writing to the Clerk of the municipality and public notice of this meeting having been posted in prominent view at the place of said meeting not less than twenty-four (24) hours prior to this meeting, excluding Saturdays, Sundays and legal holidays, all in compliance with the Oklahoma Open Meeting Act.

(OTHER PROCEEDINGS)

THEREUPON the Mayor introduced a resolution and upon motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, was adopted by the following vote:

AYE:

NAY:

Said resolution was thereupon signed by the Mayor, attested by the Clerk, sealed with the seal of said municipality, and is as follows:

**RESOLUTION NO. 2013-11**

**A RESOLUTION APPROVING THE TRUST INDENTURE CREATING THE YUKON ECONOMIC DEVELOPMENT AUTHORITY (“AUTHORITY”); APPROVING AND ACCEPTING BENEFICIAL INTEREST FOR THE CITY OF YUKON, OKLAHOMA IN THE AUTHORITY; AND APPOINTING TRUSTEES OF THE AUTHORITY.**

**WHEREAS**, the City of Yukon, Oklahoma (“City”) desires to expand the City’s tax base, create and preserve employment opportunities and to foster, promote and enhance economic development within the City; and

**WHEREAS**, in furtherance thereof, the Yukon Economic Development Authority (the “Authority”) has been created by means of a Trust Indenture dated August 2, 2013 (the “Trust Indenture”); and

**WHEREAS**, the Mayor and City Council of the City desire to approve the Trust Indenture, approve and accept beneficial interest for the City in the Authority, and appoint Trustees of the Authority.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF YUKON, OKLAHOMA**, that the Mayor and City Council of the City of Yukon, Oklahoma hereby approve the Trust Indenture of the Authority, approve and accept beneficial interest for the City in the Authority, and appoint the following persons as Trustees of the Authority to the referenced positions and for the terms as provided for by the Trust Indenture:

Ken Smith, City Council Person No. 1	Trustee No. 1
John Alberts, City Council Person No. 2	Trustee No. 2
Mike Geers	Trustee No. 3
Donna Yanda	Trustee No. 4
Rena Holland	Trustee No. 5
Ray Wright	Trustee No. 6
John Nail	Trustee No. 7

ADOPTED AND APPROVED by the Mayor and City Council and signed by the Mayor of the City of Yukon, Oklahoma this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF YUKON, Oklahoma

\_\_\_\_\_  
Mayor

ATTEST:

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





SOS

COPY

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YUKON ECONOMIC DEVELOPMENT AUTHORITY



22512940002

**TRUST INDENTURE**

**KNOW ALL MEN BY THESE PRESENTS:**

This Trust Indenture dated as of the 2<sup>nd</sup> day of August, 2013, by Grayson Bottom, as Trustor acting solely in his official capacity as the duly appointed City Manager of the City of Yukon, Oklahoma (the "Trustor"), and the trustees, and their respective successors and assigns,

- |   |               |
|---|---------------|
| Ken Smith, City Council Person No. 1    | Trustee No. 1 |
| John Alberts, City Council Person No. 2 | Trustee No. 2 |
| Mike Geers                              | Trustee No. 3 |
| Donna Yanda                             | Trustee No. 4 |
| Rena Holland                            | Trustee No. 5 |
| Ray Wright                              | Trustee No. 6 |
| John Nail                               | Trustee No. 7 |



Signature: *[Handwritten Signature]*  
Date: 8/6/13  
I, Douglas A. Shivers, City Clerk of Yukon do hereby accept for filing, this Trust Indenture.

with all seven (7) of these individuals, and their successors and assigns, to be collectively known as the Trustees of the Yukon Economic Development Authority (the "Trust"), and hereinafter referred to as "Trustees."

**WITNESSETH:**

That in consideration of the payment by the Trustor to the Trustees of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, the mutual covenants herein set forth, and other valuable considerations, the said Trustees agree to hold, manage, invest, assign, convey and distribute as herein provided, authorized and directed, such property, real,

*Return to: City of Yukon  
Attn: Grayson Bottom  
PO Box 850500  
Yukon, OK 73085*

Doc#: R 2013 19756  
Bk & Pg: RB 4054 35-70  
Filed: 08-14-2013  
03:30:24 PM  
Canadian County, OK

LMG  
TI

personal or mixed, as Trustor, or others, may from time to time assign, transfer, lease, convey, give, bequeath, devise or deliver unto this Trust or the Trustees thereof.

**TO HAVE AND TO HOLD** such property and the proceeds, rents, profits and increases thereof unto said Trustees, and said Trustees' successors and assigns, but nevertheless in trust, for the use and benefit of the City of Yukon, Oklahoma (hereinafter "City," "Yukon," or "Beneficiary"), and upon the following trusts, terms and conditions herein stated.

## **ARTICLE I**

### **CREATION OF TRUST**

The undersigned Trustor creates and establishes this Trust for the use and benefit of the City to finance, operate, develop, construct, maintain, manage, market, and administer projects for investments and reinvestments, within or near Yukon, in all lawful forms of economic and community development and redevelopment, and for any public functions and purposes with any public or private entity, as hereinafter set forth, including, but in no way limited to, functions or purposes allowed under the provisions of Title 60, Oklahoma Statutes 2011, Sections 176 to 180.4, inclusive, as amended and supplemented from time to time, the Oklahoma Trust Act, 60 Okla. Stat. 2011, Sections 175.1, *et seq.*, as amended and supplemented from time to time, and other applicable statutes of the State of Oklahoma, including, but not limited to, the provisions of the Local Development Act, codified at Title 62, Oklahoma Statutes 2011, sections 850 to 869, inclusive, as amended and supplemented from time to time, and the Local Development Act's enabling authority codified in Article 10, Section 6C, of the Oklahoma Constitution, the Municipal and County Economic and Community Development Bonds Act, ("Economic Development Act") codified at Title 62,

Oklahoma Statutes 2011, Sections 800 to 804, inclusive, as amended and supplemented from time to time, and the provisions of Article 10, Section 35, of the Oklahoma Constitution, and other economic or community development and redevelopment laws of the State of Oklahoma now in existence or hereinafter enacted. The specific citation to the Local Development Act or the Economic Development Act is in no way intended to limit the powers of the Trust to engage in any activity permitted under the Oklahoma Trust Act or the laws of the State of Oklahoma in regard to public trusts. It is intended that this Trust be allowed and permitted to engage in any purpose or function permitted for a public trust under the laws of the State of Oklahoma, not just the purposes and functions noted and stated herein.

## **ARTICLE II**

### **NAME AND DEFINITIONS**

The name of this Trust shall be the “Yukon Economic Development Authority,” hereinafter referred to as “Trust.” The Trustees shall conduct all business and execute all instruments, and otherwise perform their duties and functions in the execution of this Trust.

## **ARTICLE III**

### **PURPOSES OF TRUST**

With no intention to limit the broad powers of the Trust, the general purposes of this Trust are to facilitate, enable, operate, manage, market, administer, and finance all forms of economic or community development projects, within or near the City of Yukon, Oklahoma, without restriction as to whether the economic or community development projects benefits private or public entities. In accomplishing the broad powers of the Trust, the Trust may engage in any lawful activity authorized by the Oklahoma Public Trust Act, The Local

Development Act, the Economic Development Act, and other applicable statutes of the State of Oklahoma, with or without the participation of other agencies or private entities, in the financing or development of all forms of economic and community development projects within or near the City of Yukon, Oklahoma. The Trustees, without limitation, may accomplish said purposes in any lawful manner by the expenditure and depletion of Trust revenues and the Trust Estate.

In furtherance of the aforesaid Trust purposes, the Trust may take any or all actions deemed necessary or appropriate by the Trustees, including, without limitation by way of enumeration, any one or more of the following:

(1) Funding and/or accomplishing the development or redevelopment of areas within the corporate limits of the City that are unproductive, undeveloped, underdeveloped, blighted, or exhibiting a state of economic stagnation or decline;

(2) Funding and/or accomplishing the demolition, clearance, assembly, preparation, rehabilitation, repair, refurbishing, erection, construction, and/or purchase of real or personal property, and/or public works or improvements, including but not limited to the acquisition and funding of furniture, fixtures, buildings, parking, parking lots, highways, streets, roads, bridges, utility infrastructure, traffic control systems and devices, telecommunications systems, parks, water distribution and supply systems, water detention and/or retention systems, curbing, sidewalks, common utility or service facilities, signage, landscaping, easements, or right of ways;

(3) Funding and/or accomplishing specific public investments in the funding of all kinds of economic or community development or redevelopment projects, financing costs, or expenditures made or estimated to be made and monetary obligations incurred or

estimated to be incurred, including costs and expenditures associated with and/or incidental to planning, approval, and implementation of any economic or community development or redevelopment project, including, but not limited to interest paid to holders of evidences of indebtedness or other obligations issued to pay for economic or community development or redevelopment costs, and premium(s) paid over the principal amount of the obligations because of the redemptions of the obligations before maturity, and including the funding for any interest on costs incurred, before, during and after construction of any project or aspect of any project, whether or not such costs are capitalized;

(4) Funding and/or accomplishing the organization of economic and community development or redevelopment projects, including, but not limited to the funding and performance of environmental impact studies or other impact studies, publicizing the consideration of the economic and community development or redevelopment projects, organizing and funding the costs incidental to the creation of tax increment districts, tax incentive districts, project areas, apportionment areas, enterprise zones or areas, reinvestment areas, and/or historic preservation areas;

(5) Funding and/or accomplishing projects in conservation, preservation and rehabilitation of reinvestment areas, historic preservation areas, or enterprise areas that are unproductive, undeveloped, underdeveloped or blighted;

(6) Funding and/or accomplishing improvements to a public utilities, streets, roads, alleys, or other public infrastructure;

(7) Funding and/or accomplishing the acquisition of any and all capital costs associated with economic and community development or redevelopment projects, including, but not limited to:

- a: the actual costs of the acquisition and construction of public works, public improvements, private improvements that are part of economic incentives authorized under the law, new public or private buildings, structures, and fixtures,
- b: the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing public or private buildings, structures, and fixtures;
- c: the actual costs of the acquisition of land and equipment for public works, public improvement and public buildings, and for private improvements or buildings that are part of economic incentives authorized by law;
- d: the actual costs of clearing and grading of such land and any environmental remediation related to any such projects;
- e: the costs associated with any relocation associated with the economic or community development or redevelopment project or plan, to the extent that the City or other governmental entity determines that relocation costs shall be paid, or are required to be paid by federal or state law;

(8) Funding the costs and/or the accomplishing the procurement or acquisition of professional services, including, but not limited to costs and procurement of architectural, planning, engineering, legal and financial advice and services;

(9) Funding the direct administrative costs, including reasonable charges for the time spent by employees of the City, the Trust, or other involved public entity in connection with the implementation of an economic or community development or redevelopment project plan, or the reasonable charges for time spent by employees of private entities under contract with the City or the Trust for project plan or implementation;

(10) Funding all or a portion of the City's (or any other taxing entity within the corporate limits of the City of Yukon, Oklahoma) capital costs resulting from the development or redevelopment project necessarily incurred or to be incurred in furtherance of the objective of any lawful economic or community development or redevelopment plan

or project, to the extent the governing body of the taxing entity, by written agreement, accepts and approves such costs;

(11) Funding the costs associated with determining or redetermining the base assessed value of any tax increment or tax incentive district;

(12) Coordinating the expenditure of revenues on or for economic or community development or redevelopment projects with the City or any other governmental entity that maybe involved;

(13) Leasing to or from the City and/or any involved governmental entity, and/or subleasing to or from the City and/or any involved governmental entity, any lands, sites, buildings, facilities and/or other properties (real, personal and/or mixed);

(14) Holding, maintaining and administering any fee, leasehold or other rights in and to physical properties (real, personal or mixed) granted, donated, conveyed, or demised to the Trust and/or the Beneficiary and complying with the terms and conditions of any such grant, donation, conveyance, or lease;

(15) Entering into all manner of contracts and agreements, and take any and all actions necessary to accomplish any of the purposes or actions set forth herein;

(16) Funding any or all item(s), article(s), cost(s) or expense(s) incidental or related in any way to the aforesaid purposes or actions, including without limitation the funding of incidental or related administrative costs of the City and/or the Trust; provided further that the aforesaid incidental or related item(s), article(s), cost(s) and/or expenses(s) may also include, without limitation, any or all incidental or related administrative costs, architectural costs, engineering costs, consulting costs, demolition costs, legal costs, costs of tort claims, judgments, and/or principal and interest on bonds, notes or other obligations

issued by the Trustees for the purpose of economic or community development or redevelopment;

(17) Issuing bonds, notes or other obligations deemed necessary or appropriate by the Trustees for the funding or accomplishment of any one or more of the aforesaid purposes or actions and providing funding for all costs associated with issuing bonds, notes, or other obligations, including fees for bond guarantees, letters of credit and bond insurance;

(18) Acquiring by lease, purchase, production, reduction to possession or otherwise, and planning, establishing, developing, constructing, enlarging, improving, extending, maintaining, remodeling, renovating, repairing, equipping, operating, furnishing, providing, supplying, regulating, holding, storing and/or administering any and all physical properties (real, personal or mixed), rights, privileges, immunities, benefits, and any other thing of value, designated or needful for utilization in accomplishing, furnishing and/or providing or supplying the aforementioned purposes or actions and/or any services, lands, sites, buildings and/or facilities, or necessary or appropriate for the accomplishment or funding of any one or more of the aforesaid purposes or actions; entering into leases, contracts, lease-purchase contracts and/or any other agreements deemed necessary or appropriate by the Trustees in the funding and/or accomplishment of any one or more of the foregoing purposes or actions and complying with the terms and conditions of any such leases, lease-purchase contracts or other agreements made in connection therewith and/or related in any way to acquiring, administering, planning, establishing, developing, constructing, enlarging, improving, extending, maintaining, remodeling, renovating, repairing, equipping, operating, furnishing, providing, supplying, regulating, holding, storing and/or disposing of any of the aforesaid properties; and relinquishing, disposing of, renting or

otherwise making provisions for properties owned or controlled by the Trust but no longer needful for Trust purposes;

(19) Funding the cost of financing, acquiring, constructing, purchasing, leasing, equipping, maintaining, remodeling, renovating, repairing, improving, extending, enlarging, holding, storing, operating and/or administering any or all of the aforesaid services, utilities, buildings, facilities and all properties (real, personal or mixed) needful for the execution and the fulfillment of the Trust purposes as set forth in this instrument, and all other charges, costs and expenses necessarily incurred in connection therewith, and in so doing incur indebtedness, either unsecured or secured (to the extent permitted by law) by all or any part of the Trust Estate and its revenues;

(20) To further, or to provide funds for the furtherance of, any authorized or proper function of the City of Yukon, Oklahoma, by assisting or supporting any Tax Increment Financing District, Economic Development District, Project, or Plan, any Yukon Urban Renewal Authority which may be created, or any other public trust or trusts created under the provisions of Title 60, Oklahoma Statutes 2011, Sections 176, et seq., as amended, the beneficiary of which is the City of Yukon, Oklahoma, or in the performance of the carrying out and effecting any of the aforesaid purposes, or any one or more of the purposes for which such other trust, or trusts has or have been created; to enter into an agreement or agreements with any such other trust, trusts, or entities, to comply with the terms and conditions of such agreement or agreements, and to secure by all or any part of the revenues of the Trust the performance by the Trust of its obligations under any such agreement or agreements; and to provide funds for rendering assistance or support to any such other trust, trusts, or entities, and for the carrying out by the Trustees the obligations of the Trust under any such

agreement or agreements, and for all charges, costs and expenses necessarily incurred in connection therewith, and in so doing, to incur indebtedness, either unsecured or secured by all or any part of the revenues of the Trust;

(21) To further, or to provide funds for the furtherance of, any authorized or proper function or purpose of the Trust or its beneficiary, the City of Yukon, Oklahoma, including any Tax Increment Financing District, Economic or Community Development District, Project, or Plan, any Yukon Urban Renewal Authority which may be created, or any other public trust or trusts created under the provisions of Title 60, Oklahoma Statutes 2011, Sections 176, et seq., as amended, the beneficiary of which is the City of Yukon, Oklahoma, by financing, assisting or supporting any economic or community development purpose or project, including the issuance and sale of bonds, loans, notes or other financing options, as authorized and permitted under, but in no way limited to, the Municipal and County Economic and Community Development Bonds Act, codified at 62 Oklahoma Statutes 2011, Section 801 to 804, inclusive, as amended or supplemented from time to time, including the performance of the carrying out and effecting any of the aforesaid purposes, or any one or more of the purposes for which such other trust, or trusts has or have been created; to enter into an agreement or agreements with any such other trust, trusts, or entities, to comply with the terms and conditions of such agreement or agreements, and to secure by all or any part of the revenues of the Trust the performance by the Trust of its obligations under any such agreement or agreements; and to provide funds for rendering assistance or support to any such other trust, trusts, or entities, and for the carrying out by the Trustees the obligations of the Trust under any such agreement or agreements, and for all charges, costs and expenses

necessarily incurred in connection therewith, and in so doing, to incur indebtedness, either unsecured or secured by all or any part of the revenues of the Trust;;

(22) To further, or to provide economic or community development incentives for the furtherance of any authorized or proper purpose, procedure, or function, and to carry out any duty or power authorized under the Local Development Act, codified at 62 Oklahoma Statutes 2011, Sections 850 to 869, inclusive, as amended or supplemented from time to time, and/or the Oklahoma Local Development and Enterprise Zone Incentive Leverage Act, codified at 62 Oklahoma Statutes 2011, Sections 840 to 847, as amended or supplemented from time to time, in any lawful manner, including but not limited to the issuance of loans, bonds, or notes, and by assisting or supporting the creation, expansion, development, and financing of any Tax Increment Financing District, Economic Development District, Project, or Plan, any Yukon Renewal Authority which may be created, or any other public trust or trusts created under the provisions of Title 60, Oklahoma Statutes 2011, Sections 176, et seq., as amended, the beneficiary of which is the City of Yukon, Oklahoma, or in the performance of the carrying out and effecting any of the aforesaid purposes, or any one or more of the purposes for which such other trust, or trusts has or have been created; to enter into an agreement or agreements with any such other trust, trusts, or entities, to comply with the terms and conditions of such agreement or agreements, and to secure by all or any part of the revenues of the Trust the performance by the Trust of its obligations under any such agreement or agreements; and to provide funds for rendering assistance or support to any such other trust, trusts, or entities, and for the carrying out by the Trustees the obligations of the Trust under any such agreement or agreements, and for all charges, costs and expenses

necessarily incurred in connection therewith, and in so doing, to incur indebtedness, either unsecured or secured by all or any part of the revenues of the Trust;

(23) Expending all funds coming into the hands of the Trustees as revenue or otherwise for the payment of any indebtedness incurred by the Trustees for the purposes specified herein, and in the payment of any of the aforesaid items, articles, costs and/or expenses, and in payment of any other obligation properly chargeable against the Trust Estate, and distributing the residue and remainder of such funds, if any, to the Beneficiary or to such other person as may be required or authorized by law.

#### **ARTICLE IV**

##### **DURATION OF TRUST**

Unless sooner terminated as hereinafter provided, the Trust shall have a duration for the term of duration of the Beneficiary and until such time as its purposes shall have been fully fulfilled.

#### **ARTICLE V**

##### **THE TRUST ESTATE**

The Trust Estate shall consist of:

(1) The money and/or other properties (real, personal or mixed, of whatever nature and wherever situated) presently in the hands of the Trustees or hereafter acquired or constructed by the Trustees and dedicated by the Trustor and/or others to be used for the purposes of the Trust;

(2) Any and all fee, leasehold and/or other rights granted, donated, conveyed, or demised to the Trustees by the Beneficiary and/or by others as authorized and empowered by law; and

(3) Any and all money, properties (real, personal or mixed), rights, choses-in-action, contracts, leases, privileges, immunities, licenses, franchises, benefits and all other things of value coming into the possession of the Trustees pursuant to the provisions of this Trust Indenture or in the execution thereof.

The instruments executed for each issuance of Trustees bonds and other indebtedness shall set out the specific property of the Trust Estate pledged and mortgaged for the payment of such indebtedness.

## **ARTICLE VI**

### **THE TRUSTEES AND SUPPORT PERSONNEL**

(1) All Trustees of this Trust shall be citizens of the State of Oklahoma and reside within the City of Yukon, Oklahoma. There shall be seven (7) original Trustees of this Trust, designated as Trustees No. 1, No. 2, No. 3, No. 4, No. 5, No. 6, No. 4, and No. 7, all of whom shall be appointed by the governing body of the Beneficiary (the "City Council") as required by 60 O.S. 2011, § 176.1(B)(1). The appointment of these original seven (7) Trustees shall occur on August 6, 2013.

(2) Commencing on the date of approval of this Indenture by the Council, the following persons are hereby appointed as the original seven (7) Trustees of this Trust:

a. Councilperson Ken Smith, solely by virtue of his status as a member of the City Council of the City of Yukon, Oklahoma, shall be a Trustee for an initial term of four (4) years, provided that he continues to serve on the City Council of the City of Yukon, Oklahoma at all times during the initial term. His term, or that of any successor Trustee, shall end at any time he or she ceases to serve on the City Council of the City of Yukon, Oklahoma. The initial four (4) year term shall end on June 30th, or as soon thereafter as a

successor Trustee is nominated by the Mayor and approved by the City Council, in the 4<sup>th</sup> year following the date of appointment. All subsequent terms shall be for a term of six (6) years, ending on June 30th of the sixth year. Each successor Trustee shall be a duly elected Councilperson of the City of Yukon, Oklahoma, nominated by the Mayor of the City of Yukon, Oklahoma, and approved by the City Council. An incumbent Trustee may succeed himself or herself as Trustee for an unlimited number of terms, so long as he or she continues to serve on the City Council for the City of Yukon, Oklahoma. The Mayor, as a member of the City Council, may be a nominee for Trustee. Said Trustee is hereby designated as Trustee No. 1; and

b. Councilperson John Alberts, solely by virtue of his status as a member of the City Council of the City of Yukon, Oklahoma, shall be a Trustee for an initial term of one (1) year, provided that he continues to serve on the City Council of the City of Yukon, Oklahoma at all times during the initial term. His term, or that of any successor Trustee, shall end at any time he or she ceases to serve on the City Council for the City of Yukon, Oklahoma. The initial one (1) year term shall end on June 30th, or as soon thereafter as a successor Trustee is nominated by the Mayor and approved by the City Council, in the 2<sup>nd</sup> year following the date of appointment. All subsequent terms shall be for a term of six (6) years, ending on June 30th of the sixth year. Each successor Trustee shall be a duly elected Councilperson of the City of Yukon, Oklahoma, nominated by the Mayor of the City of Yukon, Oklahoma, and approved by the City Council. An incumbent Trustee may succeed himself or herself as Trustee for an unlimited number of terms, so long as he or she continues to serve on the City Council for the City of Yukon, Oklahoma. The Mayor, as a member of

the City Council, may be a nominee for Trustee. Said Trustee is hereby designated as Trustee No. 2; and

c. Mike Geers, a resident of Yukon, shall be a Trustee for an initial term of five (5) years (said Trustee is hereby designated as Trustee No. 3). The initial five-year term shall end on June 30th, or as soon thereafter as a successor trustee is nominated by the Mayor and approved by the City Council, in the fifth calendar year following the date of appointment. All subsequent terms shall be for a term of six (6) years, ending on June 30th of the sixth year following the date of appointment. An incumbent Trustee may succeed himself or herself as Trustee for an unlimited number of terms; and

d. Donna Yanda, a resident of Yukon, shall be a Trustee for an initial term of three (3) years (said Trustee is hereby designated as Trustee No. 4). The initial three-year term shall end on June 30th, or as soon thereafter as a successor trustee is nominated by the Mayor and approved by the City Council, in the third calendar year following the date of appointment. All subsequent terms shall be for a term of six (6) years, ending on June 30th of the sixth year following the date of appointment. An incumbent Trustee may succeed himself or herself as Trustee for an unlimited number of terms; and

e. Rena Holland, a resident of Yukon, shall be a Trustee for an initial term of two (2) years (said Trustee is hereby designated as Trustee No. 5). The initial two-year term shall end on June 30th, or as soon thereafter as a successor trustee is nominated by the Mayor and approved by the City Council, in the second calendar year following the date of appointment. All subsequent terms shall be for a term of six (6) years, ending on June 30th of the sixth year following the date of appointment. An incumbent Trustee may succeed himself or herself as Trustee for an unlimited number of terms.

f. Ray Wright , a resident of Yukon, shall be a Trustee for an initial term of six (6) years (said Trustee is hereby designated as Trustee No. 6). The initial six-year term shall end on June 30th, or as soon thereafter as a successor trustee is nominated by the Mayor and approved by the City Council, in the second calendar year following the date of appointment. All subsequent terms shall be for a term of six (6) years, ending on June 30th of the sixth year following the date of appointment. An incumbent Trustee may succeed himself or herself as Trustee for an unlimited number of terms.

g. John Nail , a resident of Yukon, shall be a Trustee for an initial term of six (6) years (said Trustee is hereby designated as Trustee No. 7). The initial six-year term shall end on June 30th, or as soon thereafter as a successor trustee is nominated by the Mayor and approved by the City Council, in the second calendar year following the date of appointment. All subsequent terms shall be for a term of six (6) years, ending on June 30th of the sixth year following the date of appointment. An incumbent Trustee may succeed himself or herself as Trustee for an unlimited number of terms.

(3) Successor Trustees considered for appointment by the Council of the Beneficiary shall be chosen in the following manner, to wit:

(a) All successor Trustees shall be nominated by the Mayor of the Beneficiary and approved by the Mayor and City Council of the City of Yukon, Oklahoma;

(b) Each Trustee shall serve until a successor Trustee has been appointed. Each successor Trustee, so appointed shall serve a term of six (6) years, however, City Councilmember appointees may only serve as Trustee so long as he or she holds office as a member of the City Council for the City of Yukon, Oklahoma.

(4) Vacancies occurring otherwise than through the expiration of a term shall be filled for the unexpired term in the same manner as that provided for the appointment of a successor to that position.

(5) Trustees may succeed themselves for an unlimited number of terms

(6) Trustees may be removed from office as provided by 60 O.S. 2011 § 178(E), as amended.

(7) Each duly appointed successor Trustee shall, without any further act or conveyance, become vested with all of the estate, properties, rights, powers, duties and obligations of his or her predecessor hereunder.

(8) No Trustee shall be paid any compensation of any kind for his or her services as a Trustee of this Trust, except that the Trustees may be reimbursed for necessary Trust expenses incurred.

(9) At the first meeting of the Trust, the Trustees shall elect by majority vote, a chairperson. The Trustee elected chairperson shall serve as Chair Trustee for the length of his or her term(s). The Chair Trustee shall preside at all meetings and perform such other duties as may be specified by the Trustees. In the absence of the Chair Trustee, the Trustee chosen by majority vote of the Trustees as Vice-Chair Trustee shall preside at Trust meetings and perform the duties of the Chair. In the event that the Chair Trustee and Vice-Chair Trustee are both absent, the Trustees shall elect a temporary Chairperson to conduct the meeting from among the remaining Trustees. A majority of the Trustees then serving shall constitute a quorum. At their first meeting, and any time thereafter, the Trustees may adopt bylaws and/or rules of procedure to govern the conduct of meetings of the Trust. Any such

bylaws or rules of procedure may be amended from time-to-time as deemed necessary or appropriate by the Trustees.

(10) The person who shall be the City Clerk of the Beneficiary, or his/her designee, shall act as Secretary of the Trustees. The Secretary shall keep minutes of all meetings of the Trustees and shall maintain complete and accurate records of all their transactions, all such minutes, books and records to be on file in the office of the Trust; provided, all records of financial transactions shall be kept and maintained by the Finance Director of the Beneficiary, or his/her designee, who shall be deemed an Assistant Secretary to the Trust for purposes of keeping and maintaining said financial records. All meetings of the Trustees shall be open to the public to the extent provided by the Oklahoma Open Meeting Act, as amended. The bonds, records and minutes of the Trustees shall be considered as public records and available for inspection at all times by any interested party to the extent provided by the Oklahoma Open Records Act, as amended.

(11) The General Manager of the Trust, who shall be the person then serving as City Manager of the City of Yukon, Oklahoma, shall administer the business of the Trust Estate as directed from time-to-time by the Trustees. The General Manager, or designee of the General Manager, shall administer the business of the Trust Estate as directed from time-to-time by the Trustees. The General Manager, and any designee of the General Manager, shall be persons with sufficient experience and expertise in municipal finance matters to administer and carry out the purposes of the Trust. The General Manager may employ or engage persons or firms to provide such administrative, clerical and support assistance as may be deemed necessary in the discretion of the General Manager to properly operate the business of the Trust and the Trust Estate, and may fix their duties, terms of employment or

engagement and compensation. Any such employee may be a person who is an officer or employee of the Beneficiary, provide that such employee shall not receive compensation from the Trust Estate for services for which he or she is being compensated for by the Beneficiary.

(12) The Trustees may employ or engage persons or firms to provide such professional, legal, financial and technical assistance as may be deemed necessary in the discretion of the Trustees to properly operate the business of the Trust and the Trust Estate, and may fix their duties, terms of employment or engagement and compensation. Any such employee may be a person who is an officer or employee of the Beneficiary, provide that such employee shall not receive compensation from the Trust Estate for services for which he or she is being compensated for by the Beneficiary. All Trustees shall serve without compensation.

(13) The City Attorney of the Beneficiary, or his/her designee, shall conduct all actions and proceedings wherein the Trust shall be party plaintiff or defendant, or otherwise a party in interest. He or she shall be legal advisor to the Trustees, the General Manager, the Secretary, and the Assistant Secretary in relation to their duties, and shall perform such other duties not inconsistent herewith as may be required of him or her. The Trust shall also be authorized to employ special legal counsel as deemed necessary or appropriate by the Trustees to supplement the legal services provided by the City Attorney, and the expense of any such special legal counsel may be paid from Trust revenues as deemed necessary or appropriate by the Trustees.

(14) The Trustees are authorized to contract, in connection with the incurring of any funded indebtedness secured by the Trust Estate and/or its revenues, or any part of either

or both, that in the event of a default in the fulfillment of any contractual obligation undertaken on behalf of the Trust Estate or in the payment of any indebtedness incurred on behalf of the Trust Estate, that a Temporary Trustee or Trustees, or Receiver, shall be appointed to succeed to the rights, powers and duties of the Trustees then in office. Any such contract, if made, shall set out the terms and conditions under which such Temporary Trustee or Trustees, or Receiver, shall be appointed and operate the Trust Estate and provide for compensation to be paid and the appointment to be vacated and permanent Trustees to be automatically reinstated upon termination of all defaults by which their appointment was authorized.

(15) Bonds or other evidences of indebtedness to be issued by the Trustees shall not constitute an indebtedness of the State of Oklahoma, nor of the Beneficiary hereof, nor personal obligations of the Trustees of the Trust, but shall constitute obligations of the Trustees payable solely from the Trust Estate to the extent authorized by law.

(16) The Trustees, the State of Oklahoma, and the Beneficiary hereof shall not be charged personally with any liability whatsoever by reason of any act or omission committed or suffered in good faith or in the exercise of their honest discretion in the performance of such Trust or in the operation of the Trust Estate; but any act or liability for any omission or obligation of the Trustees in the execution of such Trust, or in the operation of the Trust Estate, shall extend to the whole of the Trust Estate to the extent authorized by law or to so much thereof as may be necessary to discharge such liability or obligation.

(17) Notwithstanding any other provision of this Trust Indenture which shall appear to provide otherwise, no Trustee or Trustees shall have the power or authority to bind

or obligate any other Trustee, or the Beneficiary, in his or its capacity, nor can the Beneficiary bind or obligate the Trust or any individual Trustee.

## **ARTICLE VII**

### **POWERS AND DUTIES OF THE TRUSTEES**

Subject to the provisions and limitations otherwise provided in this Trust Indenture, the Trustees shall have, in addition to the usual powers incident to their office and the powers granted to them in other parts of this Trust Indenture, the following rights, duties, authority, discretion and privileges, all of which may be exercised by them without any order or authority from any court:

(1) To enter into and execute, purchase, lease, or otherwise acquire property (real, personal or mixed), contracts, leases, rights, privileges, benefits, choses-in-action, or other things of value and to pay for the same in cash, with bonds or other evidences of indebtedness, or otherwise.

(2) To make and change investments, to convert real into personal property, and vice versa, to lease, improve, exchange or sell, at public or private sale, upon such terms as they deem proper, and to resell, at any time and as often as they deem advisable, any or all of the property in the Trust, real, personal or mixed; to borrow money, or renew loans for the Trust, to refund outstanding bonded indebtedness and to execute therefor evidences of indebtedness, and to secure the same by mortgage, lien, pledge or otherwise; to purchase property from any person, and lease land and other property to and from the Beneficiary or others and to construct, improve, repair, extend, remodel, and equip utilities or buildings and facilities thereon and to operate or lease or rent the same to individuals, partnerships, associations, corporations and others, including the United States of America or the State of

Oklahoma and agencies or authorities of the United States of America, or of the State of Oklahoma, or of any municipality thereof, and also including all municipal or other political subdivisions of the State of Oklahoma as well as the Beneficiary hereof, and to do all things provided for in Article III of this Trust Indenture, and procure funds necessary for such purposes by the sale of bonds or other evidences of indebtedness and secure the payment of such bonds or other evidences of indebtedness by a mortgage, lien, pledge or other encumbrance of such real and personal property, utilities, buildings and facilities owned or otherwise acquired, leased or controlled by Trustees, and by rentals, income, receipts and profits therefrom, or from any other revenues associated with the ownership, operation or control of the property of the Trust; to lease or sublease any property of the Trust or of which the Trustees may become the owners or lessees.

(3) To fix, demand and collect charges, rentals and fees for the services and facilities of the Trust to the same extent as the Beneficiary might do and to discontinue furnishing of services and facilities to any person, firm or corporation, or public instrumentality, delinquent in the payment of any indebtedness to the Trust; and to purchase and sell such supplies, goods and commodities as are incident to the operation of its properties.

(4) To make and perform contracts of every kind, including management contracts, with any person, firm, corporation, association, trusteeship, municipality, political subdivision, government or sovereignty; and, without limitation as to amount, to draw, make, accept, indorse, assume, guarantee, account, execute and issue promissory notes, drafts, bills of exchange, acceptances, warranties, bonds, debentures, and other negotiable or non-negotiable instruments, obligations and evidences of unsecured indebtedness, or of

indebtedness secured by mortgage, deeds of trust or otherwise, upon any or all income of the Trust, in the same manner and to the same extent as a natural person might or could do.

(5) To collect and receive any property, money, rents, or income of any sort and distribute the same or any portion thereof for the furtherance of the authorized Trust purposes as set out herein.

(6) To do all other acts in their judgment necessary or desirable for the proper and advantageous management, investment, and distribution of the Trust Estate and income therefrom, and/or for accomplishing or furthering the Trust purposes.

The whole title, legal and equitable, to the Trust property (real, personal and mixed) is and shall be vested in the Trustees, as such title in the Trustees is necessary for their due execution of this Trust. Said Trustees shall have and exercise exclusive management and control of the Trust properties for the use and benefit of the Beneficiary, but may agree for the approval of any or all Trust actions and transactions by the governing body of the Beneficiary; provided, the Trustees shall at all times comply with the provisions of Article IX of this Trust Indenture in regard to the use of certain Trust revenues derived from the Beneficiary.

The Trustees may contract for the furnishing of any services or the performance of any duties that they may deem necessary, or proper, and pay for the same as they see fit.

The Trustees may employ such agents, servants, employees and/or contractors as they deem necessary and proper, and shall prescribe their duties and fix their compensation at such amounts, as is customary and normal in the operation of the Trust business; and select depositories for the funds and securities of this Trust.

The Trustees may compromise any debts or claims of or against the Trust, and may adjust any dispute in relation to such debts or claims by arbitration or otherwise, and may pay any debts or claims against the Trust upon any evidence that seems to the Trustees to be sufficient. The Trustees may bring any suit or action, which in their judgment is necessary or proper to protect the interests of the Trust, or to enforce any claim, demand or contract for the Trust; and they shall defend, in their discretion and to the extent authorized or required by law, any suit against the Trust, or the Trustees or employees, agents or servants thereof. They may compromise and settle any suit or action, and discharge the same out of Trust assets, together with court costs and attorney fees. All such expenditures shall be treated as expenses of executing this Trust.

No purchaser at any sale or lessee under a lease made by the Trustees shall be bound to inquire into the expediency, propriety, validity or necessity of such sale or lease or to see to or be liable for the application of the purchase or rental moneys arising therefrom.

## **ARTICLE VIII**

### **BENEFICIARY OF TRUST**

(1) The sole and only Beneficiary of this Trust shall be the City of Yukon, Oklahoma, a municipal corporation, under and pursuant to Title 60, Oklahoma Statutes 2011, Sections 176 to 180.4, both inclusive, as amended, and other statutes of the State of Oklahoma as presently in force and effect.

(2) The Beneficiary shall have no legal title, claim or right to the Trust Estate, its income, or to any part thereof, or to demand or require any partition or distribution thereof. Neither shall the Beneficiary have any authority, power or right, whatsoever, to do or transact any business for, or on behalf of, or binding upon the Trustees or upon the Trust Estate, nor

right to control or direct the actions of the Trustees pertaining to the Trust Estate, or any part thereof. The Beneficiary shall be entitled solely to the benefits of this Trust, as administered by the Trustees hereunder, and at the termination of the Trust, as provided herein, and then only, the Beneficiary shall receive the residue of the Trust Estate. Provided, notwithstanding the foregoing provisions of this Article VIII(2), the Trustees shall at all times comply with the provisions of Article IX of this Trust Indenture in regard to the use of certain Trust revenues derived from the Beneficiary.

## **ARTICLE IX**

### **TERMINATION OF TRUST**

This Trust shall terminate upon the occurrence of any one of the following:

(1) When the purposes set out in Article III of this instrument shall have been fully executed, as determined by majority vote of the full membership of both the Trustees and the governing body of the Beneficiary; or

(3) In the manner provided by 60 O.S. 2011, § 180, as it currently exists or may hereafter be amended or superseded.

Provided, this Trust shall not be terminated by voluntary action if there be outstanding indebtedness or fixed term obligations of the Trustees, unless all owners of such indebtedness or obligations shall have consented in writing to such termination.

Upon the termination of this Trust, the Trustees shall proceed to settle the affairs of this Trust, and after payment of all debts and obligations out of the Trust estate to the extent thereof, shall distribute the residue of the money and Trust property to the Beneficiary hereunder or to such other person or persons as may be required by law. Upon final distribution, the powers, duties and Trust of the Trustees hereunder shall cease.

**ARTICLE X**

**ACCEPTANCE OF TRUST**

The Trustees accept the Trust herein created and provided for, and agree to carry out the provisions on their part to be performed.

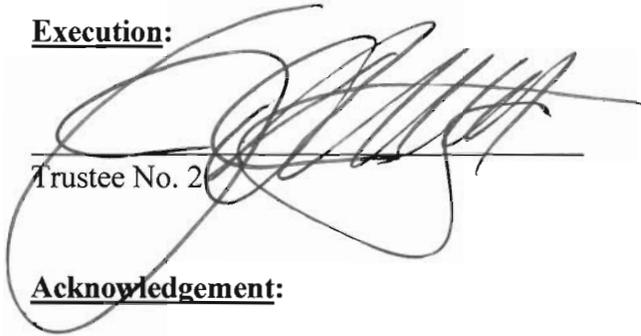
**IN WITNESS WHEREOF**, the Trustor and the Trustees have hereunto and hereinafter set their hands effective on the day and year indicated on the first page of this Trust Indenture.





**TRUSTEE NO. 2  
EXECUTION AND ACKNOWLEDGEMENT**

**Execution:**

  
\_\_\_\_\_  
Trustee No. 2

**Acknowledgement:**

STATE OF OKLAHOMA            )  
  )ss:  
COUNTY OF OKLAHOMA        )

Before me, the undersigned, a Notary Public in and for said County and State, on this 5<sup>th</sup> day of August, 2013, personally appeared John Alberts, to me known to be the identical persons who executed the within and foregoing instrument as Trustee No. 2 and acknowledged to me that he/she executed the same as his/her individual free and voluntary act and deed and as Trustee No. 2 of the Yukon Economic Development Authority for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

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



My Commission expires:

06-10-14

My Commission Number:

10004672



**TRUSTEE NO. 4  
EXECUTION AND ACKNOWLEDGEMENT**

**Execution:**

Danna J. Yanda  
Trustee No. 4

**Acknowledgement:**

STATE OF OKLAHOMA            )  
  )ss:  
COUNTY OF OKLAHOMA        )

Before me, the undersigned, a Notary Public in and for said County and State, on this 5<sup>th</sup> day of August, 2013, personally appeared Danna J. Yanda, to me known to be the identical persons who executed the within and foregoing instrument as Trustee No. 4 and acknowledged to me that he/she executed the same as his/her individual free and voluntary act and deed and as Trustee No. 4 of the Yukon Economic Development Authority for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Philip Mery  
Notary Public



My Commission expires:

06-10-14

My Commission Number:

10004672



TRUSTEE NO. 6  
EXECUTION AND ACKNOWLEDGEMENT

Execution:

*Raymond E. Wright*  
Trustee No. 6

Acknowledgement:

STATE OF OKLAHOMA            )  
  )ss:  
COUNTY OF OKLAHOMA        )

Before me, the undersigned, a Notary Public in and for said County and State, on this 5<sup>th</sup> day of August, 2013, personally appeared Raymond E. Wright, to me known to be the identical persons who executed the within and foregoing instrument as Trustee No. 6 and acknowledged to me that he/she executed the same as his/her individual free and voluntary act and deed and as Trustee No. 6 of the Yukon Economic Development Authority for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

*Philip Merry*  
Notary Public



My Commission expires:

06-10-14

My Commission Number:

10004672

**TRUSTEE NO. 7  
EXECUTION AND ACKNOWLEDGEMENT**

**Execution:**

John Nail  
Trustee No. 7

**Acknowledgement:**

STATE OF OKLAHOMA            )  
  )ss:  
COUNTY OF OKLAHOMA        )

Before me, the undersigned, a Notary Public in and for said County and State, on this 5<sup>th</sup> day of August, 2013, personally appeared John Nail, to me known to be the identical persons who executed the within and foregoing instrument as Trustee No. 7 and acknowledged to me that he/she executed the same as his/her individual free and voluntary act and deed and as Trustee No. 7 of the Yukon Economic Development Authority for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Philip Merry  
Notary Public



My Commission expires:

06-10-14

My Commission Number:

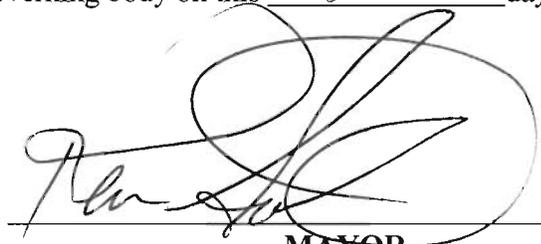
10004672

**APPROVAL OF TRUST INDENTURE  
AND ACCEPTANCE OF BENEFICIAL INTEREST  
BY THE GOVERNING BODY OF THE BENEFICIARY**

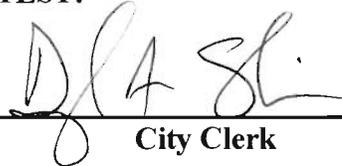
**KNOW ALL MEN BY THESE PRESENTS:**

Pursuant to action of the Council of the City of Yukon, Oklahoma, the governing body of the named Beneficiary herein, on the 6 day of AUGUST, 2013 which action was taken by the affirmative vote of not less than two-thirds (2/3) of the entire membership of the Council, the said Council hereby approves this Trust Indenture dated AUGUST 6, 2013 and hereby further accepts, on behalf of the City of Yukon, Oklahoma, the beneficial interest in the Yukon Economic Development Authority, a public trust with the City of Yukon, Oklahoma as its sole beneficiary, which Trust has been created for the purposes and with the powers set forth in the said Trust Indenture and pursuant to law.

**IN WITNESS WHEREOF**, the Mayor of the City of Yukon, Oklahoma, pursuant to such approval and acceptance by the Council of the City, has executed this Approval and Acceptance of Beneficial Interest for said governing body on this 6TH day of AUGUST, 2013.

  
\_\_\_\_\_  
**MAYOR**

**ATTEST:**

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

[Seal]



STATE OF OKLAHOMA            )  
  )ss:  
COUNTY OF OKLAHOMA        )

Before me, the undersigned, a Notary Public in and for said County and State, on this 6TH day of AUGUST, 2013, personally appeared KEN SMITH, to me known to be the identical person who executed the within and foregoing instrument as Mayor of

the Beneficiary, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

*D.A. Shivers*

Notary Public



My Commission expires:

7/17/17

My Commission Number:

09005849

Trust Indenture approved as to form and legality this 6TH day of

AUGUST, 2013.

*[Signature]*  
\_\_\_\_\_  
City Attorney

I, Douglas A. Shivers, Secretary of the Yukon Economic Development Authority do hereby accept for filing, this Trust Indenture.



*D.A. Shivers*  
\_\_\_\_\_  
Secretary

8/20/13  
Date