

# *Yukon*

CITY COUNCIL AGENDA

April 17, 2012

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John Alberts, Mayor ~ Ward 2  
Nick Grba, Vice Mayor ~ Ward 1  
Dewayne Maxey, Council Member ~ Ward 3  
Bob Bradway, Council Member ~ Ward 4  
Ken Smith, Council Member ~ At-Large  
Grayson Bottom, City Manager

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Yukon City Council / Yukon Municipal Authority Work Session  
Conference Room - Centennial Building - 12 South 5<sup>th</sup> Street  
April 17, 2012 – 6:00 p.m.

**There is no Work Session scheduled for the April 17, 2012, City Council/Yukon Municipal Authority meeting.**

# City Council - Municipal Authority Agendas

April 17, 2012 - 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, April 16, 2011.

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

**Flag Salute:**

**Roll Call:** John Alberts, Mayor  
Nick Grba, Vice-Mayor  
Bob Bradway, Council Member  
Ken Smith, Council Member  
Dewayne Maxey, 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 April 3, 2012**
- B) Payment of material claims in the amount of \$16,301.14**

#### **ACTION**

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(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 April 3, 2012
- B) Payment of material claims in the amount of \$406,555.51
- C) Designating the items on the attached list from the Technology Department as surplus, and authorizing their sale, donation, or trade
- D) Setting the date for the next regular Council meeting for May 1, 2012, 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 Ordinance No. 1275, an Ordinance amending Ordinance No. 657, Appendix A of the code of the City of Yukon, Oklahoma, by providing that the zoning designation for a part of the southeast quarter of Section Twenty-Eight, Township Twelve North, Range Five West, Indian Meridian, Canadian County, Oklahoma, be changed from “R-1” (single family residential) and “C-3” (restricted commercial district) to “R-1 PUD” (single family residential PUD); and declaring an Emergency

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

- 3A. Consider approving the Emergency Clause of Ordinance No. 1275

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

- 3B. Consider approving a Preliminary Plat of Stone Mill Phase IV, by 3N Development, as recommended by the Planning Commission

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

- 3C. Consider approving a Planned Unit Development for a portion of Stone Mill Phase IV, by 3N Development, as recommended by the Planning Commission

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

- 3D. Consider approving a Final Plat of Stone Mill Phase IV, by 3N Development, as recommended by the Planning Commission

ACTION \_\_\_\_\_

4. Consider approval of extending the City's guarantee on the Yukon BMX loan from April 17, 2012 through May 17, 2013

ACTION \_\_\_\_\_

5. Consider approving an expenditure of funds not to exceed \$42,000.00 for the striping of: Yukon Parkway from Wagner Rd ½ mile south; and Yukon Parkway from Main St. south to Vandament Ave.; and Vandament Ave. from Garth Brooks Blvd. west to the City Limit, to be paid from the Capital Improvements fund

ACTION \_\_\_\_\_

6. Consider approving an expenditure of funds in the amount of \$175,212.30, for the 1<sup>st</sup> Street from SH 66 to Cedar Avenue Roadway, Drainage, & Sanitary Sewer Project, constructed by Brewer Construction Company, to be paid from the Capital Improvements fund

ACTION \_\_\_\_\_

7. FOR DISCUSSION ONLY – City Council Code of Ethics

8. City Manager's Report – Information items only

- A. Sales Tax report
- B. New Storm Siren

9. New Business

10. Council Discussion

11. Adjournment

**Yukon Municipal Authority Minutes  
April 3, 2012**

ROLL CALL: (Present)      John Alberts, Chairman  
                                     Nick Grba, Vice-Chairman  
                                     Bob Bradway, Trustee  
                                     Dewayne Maxey, Trustee  
                                     Ken Smith, 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 March 20, 2012**
- B) Payment of material claims in the amount of \$23,276.00**

The motion to approve the YMA Consent Docket, consisting of the approval of the minutes of the regular meeting of March 20, 2012, and payment of material claims in the amount of \$23,276.00, was made by Trustee Bradway and seconded by Trustee Maxey.

**The vote:**

**AYES: Maxey, Alberts, Bradway, Grba, Smith**

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

(Adjourn as YMA and Reconvene as Yukon City Council)

EXHIBIT A  
 YUKON MUNICIPAL AUTHORITY  
 (Yukon, Oklahoma)  
 SALES TAX AND UTILITY SYSTEM REVENUE BONDS  
 SERIES 2011

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 January 1, 2011 by and between Yukon Municipal Authority and Bank of Oklahoma, N.A., Oklahoma, as Trustee, you are directed to pay Creditor from the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

<i>Triad Design Group</i>	81-9130-16-2
CREDITOR	TRUST NO.

ITEM		ITEM NO.
<i>4/17/12</i>	<i>Fire Station Architecture &amp; Engineering</i>	<i>\$ 4,510.00</i>
DATE	PURPOSE	AMOUNT

AUTHORIZATION AND CERTIFICATE OF GENERAL MANAGER

With reference to the above requisition, the undersigned certifies:

The above requisition is approved.

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

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

That 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



City of Yukon  
 Attn: City Treasurer  
 Michael Malmfeldt  
 P. O. Box 850500  
 Yukon, Oklahoma 73085

INVOICE # 8102  
 PROJECT # A167.00  
 STATEMENT# 22  
 DATE: March 30, 2012  
 CIT220

Re: Yukon Fire Station

*Grayson Bottom*

Estimated Construction Cost		\$6,200,000.00
Estimated Fee	6.30%	\$390,600.00
Incentive		\$10,000.00
Disincentive		(\$10,000.00)
Construction Observation		\$75,000.00

Architectural and Engineering Services March 26 through May 25, 2012

Conceptual Plans (\$136,710.00)

Completed to Date: \$136,710.00 x 100.0% = \$136,710.00

Preliminary Plans (\$117,180.00)

Completed to Date: \$117,180.00 x 100.0% = \$117,180.00

Final Plans (\$117,180.00)

Completed to Date: \$117,180.00 x 100.0% = \$117,180.00

Award of Contract (\$19,530.00)

Completed to Date: \$19,530.00 x 0.0% = \$0.00

Construction Observation (\$75,000.00)

Inspection 1,292.00 Hrs. x \$55.00 = \$71,060.00

	\$442,130.00
Less Previous Billing	437,620.00
Amount Due	\$4,510.00

DESCRIPTION

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

Yukon Fire Station

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.

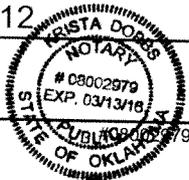
Affiant further states that the (work, services, or materials) as shown by this invoice or claim have been (completed, or supplied) in accordance with the plans, specifications, orders, or requests furnished the affiant. Affiant further states that (s)he has made no payment directly or indirectly to 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.

*Wanda Wang*  
Architect, Supplier, ~~Contractor~~, Engineer

Subscribed and sworn to before me this

30th day of March, 2012

*Krista Doherty*  
Notary Public (or Clerk or Judge)



My Commission Expires:

March 13, 2016

EXHIBIT A  
 YUKON MUNICIPAL AUTHORITY  
 (Yukon, Oklahoma)  
 SALES TAX AND UTILITY SYSTEM REVENUE BONDS  
 SERIES 2011

PAYMENT REQUISITION  
 YUKON MUNICIPAL AUTHORITY  
 CONSTRUCTION FUND  
 Project Account

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

FROM: Yukon Municipal Authority

DATE:

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<u>Smart Technologies, Inc.</u>	81-9130-16-2
CREDITOR	TRUST NO.

ITEM		ITEM NO.
<u>4/17/12</u>	<u>Fire Station Cabling</u>	<u>\$ 1,176.00</u>
DATE	PURPOSE	AMOUNT

AUTHORIZATION AND CERTIFICATE OF GENERAL MANAGER

With reference to the above requisition, the undersigned certifies:

The above requisition is approved.

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

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

That 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



201 S. Eagle Lane  
 OKC., OK. 73128  
 405 787-7878  
 Fax 787-1117  
 800 646-1423  
 smart-technologies.com

# INVOICE

Bill To:  
 City Of Yukon  
 Technology  
 PO Box 850500  
 Yukon OK 73085-0500  
 Contact: Gary D. Cooper

Invoice No: 713636  
 Invoice Date: 3/28/2012  
 OK Lic# 1128 FEI 73-1425316  
 Ship To:  
 Yukon Fire Station  
 1000 E Main St  
 Yukon Ok 73099-

ORDER DATE	SHIP DATE	TERMS	P. O. NUMBER	SHIP VIA
12/8/2011	3/28/2012	Net 30	GARY COOPER 12-46573	0

Qty	Part #.	Vendor/Manf	Description	Unit Price	Amount
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0	921019-06-01	Coleman	RG6	\$0.45	\$0.00
0	FS6U	ICM	F-Connectors	\$0.65	\$0.00
0	5G108-RI5	Leviton	Cat 5E jacks Gray	\$4.05	\$0.00
0	43080-1s2	Leviton	2 port stainless steel faceplates	\$4.30	\$0.00
0	CLB-10B	Middle Atlantic	10' x 12" ladder rack	\$90.00	\$0.00
0	9990	SMART TECH	pathways	\$700.00	\$0.00

### BACKBONE CABLING

0	5g596-U48	Leviton	48 port Cat 5E patch panel	\$265.00	\$0.00
0	5g596-U24	Leviton	24 port Cat 5E patch panel	\$130.00	\$0.00
0	46353-508	Chatsworth	9' universal rack	\$545.00	\$0.00
0	40074-500	Chatsworth	Single sided shelves	\$110.00	\$0.00
0	40604-003	Chatsworth	Concrete Slab Install kit	\$12.00	\$0.00
0	40605-001	Chatsworth	Screws-50 Ct	\$16.00	\$0.00

### LABOR

52	9990	SMART TECH	Install Cat 5E drops	\$40.00	\$2,080.00
26	9990	SMART TECH	Install Coax drops	\$40.00	\$1,040.00
1	9990	SMART TECH	Install Rack	\$300.00	\$300.00
1	9990	SMART TECH	Set up rack	\$300.00	\$300.00
1	9990	SMART TECH	Lift Rental	\$200.00	\$200.00

### SCOPE OF WORK

\*Provide and install 52 Cat 5E drops

SUBTOTAL:	\$1,176.00
SALES TAX:	\$0.00
SHIPPING:	\$0.00
<b>ORDER TOTAL:</b>	<b>\$1,176.00</b>

Thank You For Your Business



201 S. Eagle Lane  
 OKC., OK. 73128  
 405 787-7878  
 Fax 787-1117  
 800 646-1423  
 smart-technologies.com

# INVOICE

**Invoice No:** 713636  
**Invoice Date:** 3/28/2012  
**OK Lic# 1128** FEI 73-1425316

*Bill To:*  
 City Of Yukon  
 Technology  
 PO Box 850500  
 Yukon OK 73085-0500  
*Contact:* Gary D. Cooper

*Ship To:*  
 Yukon Fire Station  
 1000 E Main St  
 Yukon Ok 73099-

ORDER DATE	SHIP DATE	TERMS		P. O. NUMBER	SHIP VIA
12/8/2011	3/28/2012	Net 30		GARY COOPER 12-46573	0

Qty	Part #.	Vendor/Manf	Description	Unit Price	Amount
			<ul style="list-style-type: none"> <li>•Provide and install 26 Coaxial drops</li> <li>•Provide and install one 48 port Cat 5E copper patch panel</li> <li>•Provide and install one 24 port Cat 5E copper patch panel</li> <li>•Provide and install one Chatsworth 9' rack</li> </ul>		
1			Minus 70% for Ruffin of Data cabling	(\$2,744.00)	(\$2,744.00)

SUBTOTAL:	\$1,176.00
SALES TAX:	\$0.00
SHIPPING:	\$0.00
<b>ORDER TOTAL:</b>	<b>\$1,176.00</b>

*Thank You For Your Business*

EXHIBIT A  
 YUKON MUNICIPAL AUTHORITY  
 (Yukon, Oklahoma)  
 SALES TAX AND UTILITY SYSTEM REVENUE BONDS  
 SERIES 2011

PAYMENT REQUISITION  
 YUKON MUNICIPAL AUTHORITY  
 CONSTRUCTION FUND  
 Project Account

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

FROM: Yukon Municipal Authority

DATE:

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<u>CDW Government</u>	81-9130-16-2
CREDITOR	TRUST NO.

ITEM		ITEM NO.
4/17/12	computers for New Fire Station	\$ 7,888 <sup>54</sup>
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

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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

REMIT PAYMENT TO:

**INVOICE**

ACH INFORMATION:  
 THE NORTHERN TRUST  
 50 SOUTH LASALLE STREET  
 CHICAGO, IL 60675

E-mail Remittance To: gachremittance@cdw.com  
 ROUTING NO.: 071000152  
 ACCOUNT NAME: CDW GOVERNMENT  
 ACCOUNT NO.: 91057



**CDW Government**  
 75 Remittance Drive, Suite 1515  
 Chicago, IL 60675-1515



RETURN SERVICE REQUESTED

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER
G588140	03/01/12	10856056
SUBTOTAL	SHIPPING	SALES TAX
\$7,888.54	\$0.00	\$0.00
DUE DATE		AMOUNT DUE
03/31/12		<b>\$7,888.54</b>

304 1 MB 0.404 E0195X I0311 0445553211 P1008404 0001:0002



CITY OF YUKON  
 ACCOUNTS PAYABLE  
 PO BOX 850500  
 YUKON OK 73085-0500



CDW Government  
 75 Remittance Drive  
 Suite 1515  
 Chicago, IL 60675-1515

*Rayson Bottom*  
 PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

INVOICE DATE	INVOICE NUMBER	PAYMENT TERMS			DUE DATE	
03/01/12	G588140	Net 30 Days			03/31/12	
ORDER DATE	SHIP VIA	PURCHASE ORDER NUMBER			CUSTOMER NUMBER	
03/01/12	UPS Ground	12-0312012			10856056	
ITEM NUMBER	DESCRIPTION	QTY ORD	QTY SHIP	QTY B/O	UNIT PRICE	TOTAL
2541833	HP SB 6200 I3-2120 250GB 4GB W7P Manufacturer Part Number: A2W61UT#ABA Serial No: MXL207232Q Serial No: MXL207232X Serial No: MXL207232Z Serial No: MXL2072332 Serial No: MXL2072333 Serial No: MXL2072337	6	6	0	645.99	3,875
2555150	HP SB 21.5IN LED LE2202X MONITOR Manufacturer Part Number: LL649A8#ABA Serial No: CNT14250JM Serial No: CNT14250JN Serial No: CNT14250JP Serial No: CNT14250JS Serial No: CNT14250JV Serial No: CNT14250JW	6	6	0	175.55	1,053.
2330331	LVO TS TP T520 I5-2520M 500GB 4G W7P Manufacturer Part Number: 42404AU Serial No: 1S42404AUR9LY24D	1	1	0	1,065.52	1,065.5
2425980	MITSUBISHI XD560U XGA 3D 3500 LUM Manufacturer Part Number: XD560U Serial No: S0003594	1	1	0	790.49	790.4
2288123	MITSUBISHI CEILING MOUNT Manufacturer Part Number: 234CS	1	1	0	70.49	70.49
359066	MITSUBISHI FALSE CEILING MOUNT ADPT Manufacturer Part Number: PROJ-FCA	1	1	0	169.75	169.75
2262378	APC SMRTUPS 1500VA LCD RM2U 120V	1	1	0	578.61	578.61

ACCOUNT MANAGER	SHIPPING ADDRESS:
CASEY CRONIN 312-705-1875 casecro@cdw.com	YUKON IT DEPT ATTN:RHONDA MASSEY 528 W MAIN ST YUKON OK 73099-1220
SALES ORDER NUMBER	
1B7GZDM	



Cage Code Number 1KH72  
 DUNS Number 02-615-7235

ISO 9001 and ISO 14001 Certified  
 CDW GOVERNMENT FEIN 36-4230110

HAVE QUESTIONS ABOUT YOUR ACCOUNT?  
 PLEASE EMAIL US AT [credit@cdw.com](mailto:credit@cdw.com)  
 VISIT US ON THE INTERNET AT [www.cdw.com](http://www.cdw.com)

REMIT PAYMENT TO: \_\_\_\_\_

**INVOICE**

ACH INFORMATION:  
 THE NORTHERN TRUST  
 50 SOUTH LASALLE STREET  
 CHICAGO, IL 60675

E-mail Remittance To: gachremittance@cdw.com  
 ROUTING NO.: 071000152  
 ACCOUNT NAME: CDW GOVERNMENT  
 ACCOUNT NO.: 91057



**CDW Government**  
 75 Remittance Drive, Suite 1515  
 Chicago, IL 60675-1515

RETURN SERVICE REQUESTED



INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMB
G588140	03/01/12	10856056
SUBTOTAL	SHIPPING	SALES TAX
\$7,888.54	\$0.00	\$0.00
DUE DATE		AMOUNT DUE
03/31/12		<b>\$7,888.54</b>

ITEM NUMBER	DESCRIPTION	QTY ORD	QTY SHIP	QTY B/O	UNIT PRICE	TOTAL
2065438	Manufacturer Part Number: SMT1500RM2U Serial No: SAS1202220508  APC POWER-SAVING BACK-UPS PRO 1000 Manufacturer Part Number: BR1000G  Casey please release this for me. thanks	2	2	0	142.22	284.

**GO GREEN!**

CDW is happy to announce that paperless billing is now available! If you would like to start receiving your invoices as an emailed PDF, please email CDW at [paperlessbilling@cdw.com](mailto:paperlessbilling@cdw.com). Please include your Customer number or an Invoice number in your email for faster processing.

**REDUCE PROCESSING COSTS AND ELIMINATE THE HASSLE OF PAPER CHECKS!**

Begin transmitting your payments electronically via ACH using CDW's bank and remittance information located at the top of the attached payment coupon. Email [credit@cdw.com](mailto:credit@cdw.com) with any questions.

<b>ACCOUNT MANAGER</b> CASEY CRONIN 312-705-1875 <a href="mailto:casecro@cdw.com">casecro@cdw.com</a>	<b>SHIPPING ADDRESS:</b> YUKON IT DEPT ATTN:RHONDA MASSEY 528 W MAIN ST YUKON OK 73099-1220	<b>SUBTOTAL</b>	<b>\$7,888.54</b>
<b>SALES ORDER NUMBER</b> 1B7GZDM		<b>SHIPPING</b>	<b>\$0.00</b>
		<b>SALES TAX</b>	<b>\$0.00</b>
		<b>AMOUNT DUE</b>	<b>\$7,888.54</b>



Cage Code Number 1KH72  
 DUNS Number 02-615-7235

ISO 9001 and ISO 14001 Certified  
 CDW GOVERNMENT FEIN 36-4230110

**HAVE QUESTIONS ABOUT YOUR ACCOUNT?**  
 PLEASE EMAIL US AT [credit@cdw.com](mailto:credit@cdw.com)  
 VISIT US ON THE INTERNET AT [www.cdw.com](http://www.cdw.com)

REMIT PAYMENT TO:

**INVOICE**

**ACH INFORMATION:**

THE NORTHERN TRUST  
50 SOUTH LASALLE STREET  
CHICAGO, IL 60675

E-mail Remittance To: gachremittance@cdw.com

ROUTING NO.: 071000152  
ACCOUNT NAME: CDW GOVERNMENT  
ACCOUNT NO.: 91057



**CDW Government**  
75 Remittance Drive, Suite 1515  
Chicago, IL 60675-1515



RETURN SERVICE REQUESTED

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER
G828466	03/07/12	10856056
SUBTOTAL	SHIPPING	SALES TAX
\$29.68	\$0.00	\$0.00
DUE DATE		AMOUNT DUE
04/06/12		\$29.68

173 1 MB 0.404 E0112X I0191 0448261681 P1014116 0001:0003



CITY OF YUKON  
ACCOUNTS PAYABLE  
PO BOX 850500  
YUKON OK 73085-0500



CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

INVOICE DATE	INVOICE NUMBER	PAYMENT TERMS			DUE DATE	
03/07/12	G828466	Net 30 Days			04/06/12	
ORDER DATE	SHIP VIA	PURCHASE ORDER NUMBER			CUSTOMER NUMBER	
03/01/12	UPS Ground	12-0312012			10856056	
ITEM NUMBER	DESCRIPTION	QTY ORD	QTY SHIP	QTY B/O	UNIT PRICE	TOTAL
2415541	MITSUBISHI CEILING MOUNT ADAPTER Manufacturer Part Number: 236CB-NPT  Casey please release this for me. thanks	1	1	0	29.68	29.68

**GO GREEN!**

CDW is happy to announce that paperless billing is now available! If you would like to start receiving your invoices as an emailed PDF, please email CDW at [paperlessbilling@cdw.com](mailto:paperlessbilling@cdw.com). Please include your Customer number or an Invoice number in your email for faster processing.

**REDUCE PROCESSING COSTS AND ELIMINATE THE HASSLE OF PAPER CHECKS!**

Begin transmitting your payments electronically via ACH using CDW's bank and remittance information located at the top of the attached payment coupon. Email [credit@cdw.com](mailto:credit@cdw.com) with any questions.

ACCOUNT MANAGER	SHIPPING ADDRESS:	SUBTOTAL	
CASEY CRONIN 312-705-1875 <a href="mailto:casecro@cdw.com">casecro@cdw.com</a>	YUKON IT DEPT ATTN:RHONDA MASSEY 528 W MAIN ST YUKON OK 73099-1220	\$29.68	
SALES ORDER NUMBER		SHIPPING	\$0.00
1B7GZDM		SALES TAX	\$0.00
		AMOUNT DUE	\$29.68

Cage Code Number 1KH72  
DUNS Number 02-615-7235

ISO 9001 and ISO 14001 Certified  
CDW GOVERNMENT FEIN 36-4230110

HAVE QUESTIONS ABOUT YOUR ACCOUNT?  
PLEASE EMAIL US AT [credit@cdw.com](mailto:credit@cdw.com)

VISIT US ON THE INTERNET AT [www.cdw.com](http://www.cdw.com)



REMIT PAYMENT TO:

**INVOICE**

ACH INFORMATION:

E-mail Remittance To: gachremittance@cdw.com



**CDW Government**  
75 Remittance Drive, Suite 1515  
Chicago, IL 60675-1515



THE NORTHERN TRUST  
50 SOUTH LASALLE STREET  
CHICAGO, IL 60673

ROUTING NO.: 071000152  
ACCOUNT NAME: CDW GOVERNMENT  
ACCOUNT NO.: 91057

RETURN SERVICE REQUESTED

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER
G834865	03/08/12	10856056
SUBTOTAL	SHIPPING	SALES TAX
\$202.73	\$0.00	\$0.00
DUE DATE		AMOUNT DUE
04/07/12		\$202.73

173 1 MB 0.404 E0112 I0192 D448381975 P1014116 0002:0003



CITY OF YUKON  
ACCOUNTS PAYABL  
PO BOX 850500  
YUKON OK 73085-0500



CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

INVOICE DATE	INVOICE NUMBER	PAYMENT TERMS			DUE DATE	
03/08/12	G834865	Net 30 Days			04/07/12	
ORDER DATE	SHIP VIA	PURCHASE ORDER NUMBER			CUSTOMER NUMBER	
03/01/12	UPS Ground	12-0312012			10856056	
ITEM NUMBER	DESCRIPTION	QTY ORD	QTY SHIP	QTY B/O	UNIT PRICE	TOTAL
2434604	LVO TSS TP 3-3YR ONSITE+TPP Manufacturer Part Number: 04W8698 Electronic distribution - NO MEDIA  Casey please release this for me. thanks	1	1	0	202.73	202.73

**GO GREEN!**

CDW is happy to announce that paperless billing is now available! If you would like to start receiving your invoices as an emailed PDF, please email CDW at [paperlessbilling@cdw.com](mailto:paperlessbilling@cdw.com). Please include your Customer number or an Invoice number in your email for faster processing.

**REDUCE PROCESSING COSTS AND ELIMINATE THE HASSLE OF PAPER CHECKS!**

Begin transmitting your payments electronically via ACH using CDW's bank and remittance information located at the top of the attached payment coupon. Email [credit@cdw.com](mailto:credit@cdw.com) with any questions.

ACCOUNT MANAGER	SHIPPING ADDRESS:	SUBTOTAL	
CASEY CRONIN 312-705-1875 <a href="mailto:casecro@cdw.com">casecro@cdw.com</a>	YUKON IT DEPT ATTN:RHONDA MASSEY 528 W MAIN ST YUKON OK 73099-1220	\$202.73	
SALES ORDER NUMBER		SHIPPING	\$0.00
1B7GZDM		SALES TAX	\$0.00
		AMOUNT DUE	\$202.73

Cage Code Number 1KH72  
DUNS Number 02-615-7235

ISO 9001 and ISO 14001 Certified  
CDW GOVERNMENT FEIN 36-4230110

HAVE QUESTIONS ABOUT YOUR ACCOUNT?  
PLEASE EMAIL US AT [credit@cdw.com](mailto:credit@cdw.com)  
VISIT US ON THE INTERNET AT [www.cdw.com](http://www.cdw.com)



REMIT PAYMENT TO:

INVOICE

ACH INFORMATION: THE NORTHERN TRUST 50 SOUTH LASALLE STREET CHICAGO, IL 60675

E-mail Remittance To: gachremittance@cdw.com ROUTING NO.: 071000152 ACCOUNT NAME: CDW GOVERNMENT ACCOUNT NO.: 91057



CDW Government 75 Remittance Drive, Suite 1515 Chicago, IL 60675-1515



RETURN SERVICE REQUESTED

Summary table with columns: INVOICE NUMBER, INVOICE DATE, CUSTOMER NUMBER, SUBTOTAL, SHIPPING, SALES TAX, DUE DATE, AMOUNT DUE.

173 1 MB 0.404 E0112 I0193 D449224189



CITY OF YUKON ACCOUNTS PAYABL PO BOX 850500 YUKON OK 73085-0500

Handwritten note: Michael, We had to send one monitor back & have it replaced because of screen broken it. They sent us another invoice for 175,55, but turn around and sent a credit invoice out to. So this should be a wash. Do not paid invoice - G927945 Thanks RM



ent Drive 675-1515

RETURN THIS PORTION WITH YOUR PAYMENT

Main invoice table with columns: INVOICE DATE, INVOICE NUMBER, ORDER DATE, ITEM NUMBER, Description.

Summary table with columns: RMS, DUE DATE, ORDER NUMBER, CUSTOMER NUMBER, QTY, UNIT PRICE, TOTAL.

GO GREEN!

CDW is happy to announce that paperless billing is now available! If you would like to start receiving your invoices as an emailed PDF, please email CDW at paperlessbilling@cdw.com.

REDUCE PROCESSING COSTS AND ELIMINATE THE HASSLE OF PAPER CHECKS!

Begin transmitting your payments electronically via ACH using CDW's bank and remittance information located at the top of the attached payment coupon.

Account Manager and Shipping Address table with columns: ACCOUNT MANAGER, SHIPPING ADDRESS, SUBTOTAL, SHIPPING, SALES TAX, AMOUNT DUE.

Cage Code Number 1KH72 DUNS Number 02-615-7235

ISO 9001 and ISO 14001 Certified CDW GOVERNMENT FEIN 36-4230110

HAVE QUESTIONS ABOUT YOUR ACCOUNT? PLEASE EMAIL US AT credit@cdw.com VISIT US ON THE INTERNET AT www.cdwg.com



REMIT PAYMENT TO:

**CREDIT MEMO**



**CDW Government**  
75 Remittance Drive, Suite 1515  
Chicago, IL 60675-1515

RETURN SERVICE REQUESTED



ACH INFORMATION:  
THE NORTHERN TRUST  
50 SOUTH LASALLE STREET  
CHICAGO, IL 60675

E-mail Remittance To: gachremittance@cdw.com  
ROUTING NO.: 071000152  
ACCOUNT NAME: CDW GOVERNMENT  
ACCOUNT NO.: 91057

CREDIT MEMO NUMBER	CREDIT DATE	CUSTOMER NUMBER
H355464	03/20/12	10856056
<b>SUBTOTAL</b>	<b>SHIPPING</b>	<b>SALES TAX</b>
\$ (175.55)	\$0.00	\$0.00
<b>CREDIT AMOUNT</b>		
\$ (175.55)		

220 1 MB 0.404 E0151 I0250 D453080959 P1019607 0002:0002



CITY OF YUKON  
ACCOUNTS PAYABL  
PO BOX 850500  
YUKON OK 73085-0500



CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

CREDIT DATE	CREDIT MEMO NUMBER	ORIGINAL INVOICE NUMBER				
03/20/12	H355464	G588140				
ORDER DATE	PURCHASE ORDER NUMBER	CUSTOMER NUMBER				
03/01/12	12-0312012	10856056				
ITEM NUMBER	DESCRIPTION	QTY ORD	QTY SHIP	QTY B/O	UNIT PRICE	TOTAL
2555150	HP SB 21.5IN LED LE2202X MONITOR Manufacturer Part Number: LL649A8#ABA Serial No: CNT14250JM Serial No: CNT14250JN Serial No: CNT14250JP Serial No: CNT14250JS Serial No: CNT14250JV Serial No: CNT14250JW  Casey please release this for me. thanks	6	-1		175.55	(175.55)

**GO GREEN!**

CDW is happy to announce that paperless billing is now available! If you would like to start receiving your invoices as an emailed PDF, please email CDW at [paperlessbilling@cdw.com](mailto:paperlessbilling@cdw.com). Please include your Customer number or an Invoice number in your email for faster processing.

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Begin transmitting your payments electronically via ACH using CDW's bank and remittance information located at the top of the attached payment coupon. Email [credit@cdw.com](mailto:credit@cdw.com) with any questions.

**ACCOUNT MANAGER**

**SHIPPING ADDRESS:**

CASEY CRONIN  
312-705-1875  
[casecro@cdw.com](mailto:casecro@cdw.com)

YUKON IT DEPT  
ATTN:RHONDA MASSEY  
528 W MAIN ST  
YUKON OK 73099-1220

SUBTOTAL	\$ (175.55)
SHIPPING	\$0.00
SALES TAX	\$0.00
<b>CREDIT AMOUNT</b>	<b>\$ (175.55)</b>



Cage Code Number 1KH72  
DUNS Number 02-615-7235

HAVE QUESTIONS ABOUT YOUR ACCOUNT?  
PLEASE EMAIL US AT [credit@cdw.com](mailto:credit@cdw.com)  
VISIT US ON THE INTERNET AT [www.cdw.com](http://www.cdw.com)

EXHIBIT A  
YUKON MUNICIPAL AUTHORITY  
(Yukon, Oklahoma)  
SALES TAX AND UTILITY SYSTEM REVENUE BONDS  
SERIES 2011

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 January 1, 2011 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.

*New World Systems*  
CREDITOR 81-9130-16-2  
TRUST NO.

ITEM		ITEM NO.
<i>4/17/12</i>	<i>Fire Station Software Training</i>	<i>\$ 600.00</i>
DATE	PURPOSE	AMOUNT

AUTHORIZATION AND CERTIFICATE OF GENERAL MANAGER

With reference to the above requisition, the undersigned certifies:

The above requisition is approved.

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

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

That 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

~~QBE 5000~~



New World Systems®

The Public Sector Software Company

888 W. Big Beaver #600  
Troy, MI 48084  
(248) 269-1000

Invoice Number 019372  
Invoice Date March 31, 2012  
PO Number  
Contract 2/28/2012  
Project YUK1436-C-12-01-B-02

Page 1 of 1

Technology Department  
City of Yukon  
PO Box 850500  
Yukon, OK 73085  
United States

*Rayson Bottom*

Travel Time and Expenses related to Fire Mobile services performed for work per the contract executed 2/28/2012

	Current Amount
Service or Travel Time	600.00
<b>Invoice Total</b>	<u>600.00</u>

City of Yukon

Invoice Detail

019372

Project

YUK1436-C-12-01-B-02

Page

1 of 1

## Invoice Detail

**Project**

**Yukon - Mobile Travel Time and Expense, 2-28-12**

Travel Time and Expenses related to Fire Mobile services performed for work per the contract executed 2/28/2012

**Task**

**Travel Time**

		Current Units	Rate	Current Amount
Cmajdalka, Corey	3/26/2012	4.00	150.00	600.00
Subtotal Task	Travel Time			600.00
Subtotal Project	Yukon - Mobile Travel Time and Expense, 2-28-12			600.00

EXHIBIT A  
 YUKON MUNICIPAL AUTHORITY  
 (Yukon, Oklahoma)  
 SALES TAX AND UTILITY SYSTEM REVENUE BONDS  
 SERIES 2011

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 January 1, 2011 by and between Yukon Municipal Authority and Bank of Oklahoma, N.A., Oklahoma, as Trustee, you are directed to pay Creditor from the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

<i>Dell Marketing L.P.</i>	81-9130-16-2
CREDITOR	TRUST NO.

ITEM		ITEM NO.
<i>4/17/12</i>	<i>Server for Fire Station</i>	<i>2,126.52</i> <del><i>\$ 2,126.52</i></del>
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.

That 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



FID Number: 74-2616805
Sales Rep: ROGELIO HARRIS
For Sales: (800)981-3355
Sales Fax: (800)433-9527
For Customer Service: (800)981-3355
For Technical Support: (800)981-3355
Dell Online: http://www.dell.com

Customer Number: 010456648
Purchase Order: 1247695
Order Number: 945997802
Order Date: 03/08/12

Invoice Number: XFPC11MR4
Invoice Date: 03/21/12
Payment Terms: NET DUE 30 DAYS
Due Date: 04/20/12
Shipped Via: FEDEX GROUND
Waybill Number: 918195919091949



SOLD TO:
#BWNHKPV
#0104 5664 84#
CITY OF YUKON
ACCOUNTS PAYABLE
500 W MAIN ST
P O BOX 850500
YUKON OK 73099-9122

SHIP TO:
ACCOUNT PAYABLE
CITY OF YUKON
528 W MAIN ST
YUKON, OK 73099-1220

Signature: Trayon Bottom

PLEASE REVIEW IMPORTANT TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS INVOICE

Table with columns: Order, Shipped, Item Number, Description, Unit, Unit Price, Amount. Lists various hardware items like PE T610 Tower Chassis, DIMM Blank, and Memory.

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO \$10 PER ITEM WILL BE ADDED TO INVOICES FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURNS. COMPREHENSIVE, ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUBLIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Summary table: Ship. &/or Handling \$ 0.00, Subtotal \$ 4,253.19, Taxable \$ 0.00, Tax \$ 0.00, ENVIRO FEE \$ 0.00, Invoice Total \$ 4,253.19



DETACH AT PERF AND RETURN WITH PAYMENT

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
PO BOX 676021
C/O DELL USA L.P.
DALLAS, TX 75267-6021

Invoice Number: XFPC11MR4
Customer Name: CITY OF YUKON
Customer Number: 010456648
Purchase Order: 1247695
Order Number: 945997802



Summary table: Ship. &/or Handling \$ 0.00, Subtotal \$ 4,253.19, Taxable \$ 0.00, Tax \$ 0.00, ENVIRO FEE \$ 0.00, Invoice Total \$ 4,253.19, Balance Due \$ 4,253.19, Amt. Enclosed \$

000XFPC11MR400000004253198300104566485



This is your INVOICE

FID Number: 74-2616805
Sales Rep: ROGELIO HARRIS
For Sales: (800)981-3355
Sales Fax: (800)433-9527
For Customer Service: (800)981-3355
For Technical Support: (800)981-3355
Dell Online: http://www.dell.com

Customer Number: 010456648
Purchase Order: 1247695
Order Number: 945997802
Order Date: 03/08/12

Invoice Number: XFPC11MR4
Invoice Date: 03/21/12
Payment Terms: NET DUE 30 DAYS
Due Date: 04/20/12
Shipped Via: FEDEX GROUND
Waybill Number: 918195919091949

83 01 0 01 01 N

SOLD TO:

CITY OF YUKON
ACCOUNTS PAYABLE
500 W MAIN ST
P O BOX 850500
YUKON OK 73099-9122

SHIP TO:

ACCOUNT PAYABLE
CITY OF YUKON
528 W MAIN ST
YUKON, OK 73099-1220



PLEASE REVIEW IMPORTANT TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS INVOICE

Table with columns: Order, Shipped, Item Number, Description, Unit, Unit Price, Amount. Contains 20 rows of item details including Redundant Fan Option, Electronic System Documentation, RAID 5 for H700 or PERC 6/i Co ntrollers, and 500GB 7.2K RPM SATA 2.5-in Hot Plug Hard Drive.

## Yukon City Council Minutes April 3, 2012

The Yukon City Council met in regular session on April 3, 2012 at 7:00 p.m. in the Council Chambers of the Centennial Building, 12 South Fifth Street, Yukon, Oklahoma.

The invocation was given by Genie Vinson.  
The flag salute was given in unison.

ROLL CALL: (Present)      John Alberts, Mayor  
                                     Nick Grba, Vice-Mayor  
                                     Bob Bradway, Council Member  
                                     Dewayne Maxey, Council Member  
                                     Ken Smith, Council Member

### OTHERS PRESENT:

Mike Segler, City Attorney	Tammy Kretchmar, Asst. City Manager
Robbie Williams, City Engineer	Doug Shivers, City Clerk
Mitch Hort, Community Development Director	Matt Maly, Public Works Director
Gary Cooper, Information Technology Director	Bill Stover, Asst. Public Works Director
John Corn, Acting Police Chief	Jan Scott, Parks and Recreation Director
Bill Stover, Public Works	Quincy Rinkle, Parks and Recreation
Kylie Hill, Parks and Recreation	

### Presentations and Proclamations

Mayor Alberts read a Proclamation for National Telecommunicator Week, and presented it to Communications Officers Elisa Provence and Glenda Davidson.

•••

### Visitors

Terri Stevens of 1318 Allen expressed concerns that the lists of approved storm shelter manufacturers and installers had insufficient numbers of qualified vendors to meet the needs of citizens participating in the City's Storm Shelter Rebate program. Mayor Alberts thanked her for her input and asked if she could wait until City Manager Bottom addressed this topic in his report later in the meeting.

Brook Cavanaugh from Perry, OK, an employee of Ground Zero Storm Shelters, did not speak because she was not a citizen of Yukon, but Mayor Alberts encouraged her to speak with the City Manager after the meeting to share the information she had.

(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 March 20, 2012
- B) Payment of material claims in the amount of \$23,276.00

The motion to approve the YMA Consent Docket, consisting of the approval of the minutes of the regular meeting of March 20, 2012, and payment of material claims in the amount of \$23,276.00, was made by Trustee Bradway and seconded by Trustee Maxey.

#### The vote:

**AYES: Maxey, Alberts, Bradway, Grba, Smith**

**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 March 20, 2012
- B) Payment of material claims in the amount of \$218,563.50
- C) An agreement with Yukon Soccer Club for use of Ranchwood Park from March 14, 2012 to December 11, 2012
- D) An agreement with the Yukon Optimist Sport Club for use of the City Park baseball fields from March 14, 2012 to July 2, 2012
- E) An agreement with United Softball Association of Yukon for use of Sunrise Park from March 15, 2012 to July 11, 2012
- F) An agreement with Yukon Christian Athletic Association for use of Hillcrest Park and Sunrise Park from March 14, 2012 to October 30, 2012
- G) An agreement with Yukon Horseshoe Club for use of City Park horseshoe courts from March 14, 2012 to October 31, 2012
- H) Designating the items on the attached list from the Technology Department as surplus, and authorizing their sale, donation, or trade
- I) Setting the date for the next regular Council meeting for April 17, 2012, 7:00 p.m., in the Council Chambers of the Centennial Building, 12 S. Fifth St.

The motion to approve the YMA Consent Docket, consisting of the approval of the minutes of the regular meeting of March 20, 2012; payment of material claims in the amount of \$218,563.50; An agreement with Yukon Soccer Club for use of Ranchwood Park from March 14, 2012 to December 11, 2012; An agreement with the Yukon Optimist Sport Club for use of the City Park baseball fields from March 14, 2012 to July 2, 2012; An agreement with United Softball Association of Yukon for use of Sunrise Park from March 15, 2012 to July 11, 2012; An agreement with Yukon Christian Athletic Association for use of Hillcrest Park and Sunrise Park from March 14, 2012 to October 30, 2012; An agreement with Yukon Horseshoe Club for use of City Park horseshoe courts from March 14, 2012 to October 31, 2012; Designating the items on the attached list from the Technology Department as surplus, and authorizing their sale, donation, or trade; and setting the date for the next regular Council meeting for April 17, 2012, 7:00 p.m., in the Council Chambers of the Centennial Building, 12 S. Fifth St., was made by Council Member Maxey and seconded by Council Member Grba.

The vote:

AYES: Alberts, Maxey, Bradway, Smith, Grba

NAYS: None

VOTE: 5-0

MOTION CARRIED

2. **Report of Boards, Commissions and City Officials** There was no report.
3. **Consider approving Ordinance No. 1274, an Ordinance which provides amendment to the Code of Ordinances, City of Yukon, Oklahoma, by amending section 38-2 by providing for establishing of Ward boundaries to divide the Wards as nearly equal in population as practicable, and declaring an Emergency**

The motion to approving Ordinance No. 1274, an Ordinance which provides amendment to the Code of Ordinances, City of Yukon, Oklahoma, by amending section 38-2 by providing for establishing of Ward boundaries to divide the Wards as nearly equal in population as practicable, and declaring an Emergency, was made by Council Member Bradway and seconded by Council Member Smith.

The vote:

AYES: Smith, Alberts, Grba, Maxey, Bradway

NAYS: None

VOTE: 5-0

MOTION CARRIED

Mayor Alberts then asked for a motion to approve the Emergency Clause of Ordinance No. 1274. The motion to approve the Emergency Clause of Ordinance No. 1274 was made by Council Member Bradway and seconded by Council Member Maxey.

The vote:

AYES: Bradway, Maxey, Grba, Alberts, Smith

NAYS: None

VOTE: 5-0

MOTION CARRIED

**4. Consider an expenditure of funds for the replacement of the gymnasium floor at Yukon Community Center in the amount of \$40,386.45, to be paid from the capital improvement fund**

The motion to expend funds for the replacement of the gymnasium floor at Yukon Community Center in the amount of \$40,386.45, to be paid from the capital improvement fund, was made by Council Member Grba and seconded by Council Member Bradway.

Mr. Grba asked why competitive bidding was waived in this situation. Mr. Bottom explained that the City did not need bidding for this project in order to comply with any State law, but City Ordinance required bids for projects of any type over a certain dollar amount. Thus staff received quotes and submitted the lowest quote.

Mr. Maxey said he was glad to see the repair being made. Mr. Smith said that the floor had failed due to lack of a vapor barrier and wondered if such a barrier was part of the project. Mr. Bottom stated that the floor failure at this facility was not due to lack of a vapor barrier but was caused by surface treatments which deteriorated the floor. Mayor Alberts asked the age of the floor, and Mr. Bottom said it was installed in 1995. Mayor Alberts asked when the project would be done, and Mr. Bottom said we hoped to start the project soon after the new fiscal year started on July 1.

**The vote:**

**AYES: Grba, Alberts, Smith Bradway, Maxey**

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

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

**A. Storm Shelters / storm reimbursement**

Mr. Bottom reported that the State was liable to refund 12% of FEMA-designated storm clean-up expenses to the cities, and that in Yukon, that amount had accrued to approximately \$41,000.00. He noted that the City had received a partial reimbursement of about half of that amount and should receive the balance in May. He also mentioned the recent exercise at the Emergency Management Center and stated that we had learned lessons, and the exercise went well.

Mr. Bottom then gave a summary of the process the City used to apply for and receive the FEMA storm shelter reimbursement grant. He explained that the grant's application deadline caused the City to submit the NSSA as the certifying body of record for this grant (at the suggestion of the Office of Emergency Management), but that it did not exclude the addition of other bodies for later addition to the program, should their information be submitted. He also emphasized that the program was always a reimbursement program and was never offering cash up front for the purchase of shelters.

Mr. Bradway expressed concerns about citizens being able to hire the company/contractor they wanted, especially local ones, to install their shelter. Mr. Bottom said this would be permitted as long as the company was approved, which did not involve a change to the scope of work. Mr. Bradway said he was hopeful that the City could accommodate the addition of additional vendors to the certified list.

Mr. Segler advised against other discussion since this item was information-only.

**6. New Business**

There was no new business.

**7. Council Discussion**

Mr. Smith asked if additional vendors meeting the certification standards could be approved and added to the list of those whom citizens could use. Mr. Bottom said the City hoped to do that, but only under advisement from the Office of Emergency Management, and without jeopardizing the current approved grant application.

Mr. Grba asked if the applicable law, Section 320, called for NSSA as the certification body, and Mr. Bottom said Section 320 only gave the minimum standards. Mr. Grba wondered if there was a way to give the information on standards to the public, and Mr. Bottom suggested that the Community Development office could assist citizens wanting this information.

Mr. Maxey noted that some eligible recipients would fall out of the program, and asked if the City would be drawing additional names. Mr. Bottom said we were exceeding the historical average and losing fewer off the list than anticipated, but we would keep returning to the original list to add names to replace those who could not participate.

Mr. Bradway was glad that contractors, manufacturers, and installers were in place and wanted the program to move forward so that citizens could get their rebates.

Mayor Alberts asked Ms. Stevens if she had been satisfied with the information. She was concerned that her deadline would pass before other vendors were qualified, and Mr. Bottom did not think that would be an issue. Mr. Alberts asked who the point of contact was for citizens or vendors with questions, and Mr. Bottom said initially, Frosty Peak. When satisfied, they would then contact Mitch Hort. Mr. Bottom advised Mr. Alberts that he, Mr. Hort, and Mr. Peak would be developing the list of added vendors. Mr. Alberts then shared information about how vendors become NSSA certified, and finally, Mr. Bottom said Mr. Peak could be reached at 405-350-8916 should any citizens or potential vendors have questions about the program.

## **10. Adjournment**

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**John Alberts, Mayor**

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**Doug Shivers, City Clerk**



P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01 Legislative						
12-48139	01-05340	Canadian County After Dark	full page ad-Mar'12	3/2012	03-31-12	1,000.00
12-48121	01-05386	Capitol Decisions	Prof Services-Apr'12	4/2012	7812	7,500.00
12-47799	01-1	The First Tee Metro OKC	Registration	3/2012	T 03-30-12	1,000.00
12-48189	01-53900	U S Post Office	Permit #1 annual fee	4/2012	2012-2013	190.00
12-48026	01-62200	Yukon Chamber of Commerce	Sponsorship-Golf Tourname	4/2012	14175	550.00
12-48123	01-62200	Yukon Chamber of Commerce	Apr'12 Contract.Srvc	4/2012	14131	2,500.00
12-48137	01-62400	Yukon Flowers & Gifts	Flowers/Plants	3/2012	002536	52.00
12-48128	01-62900	Yukon Review Inc.	display ad-HonorRoll	3/2012	YR49558	1,512.00
12-48129	01-62900	Yukon Review Inc.	ad- City Off Closed	3/2012	YR49463	36.00
DEPARTMENT TOTAL:						14,340.00
DEPARTMENT: 03 Park Maintenance						
12-47865	01-00180	City of Yukon (BankOne)PW	part pay ofc supplie	3/2012	offd 603565037-001	15.90
			part pay ofc supplie	3/2012	offd 603565036-001	92.33
			part pay ofc supplie	3/2012	offd 603564867-001	91.77
12-48001	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	3/2012	Clean 50537091	25.07
12-48077	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	4/2012	Clean 50538131	25.07
DEPARTMENT TOTAL:						250.14
DEPARTMENT: 04 Engineering						
12-48168	01-50700	Triad Design Group	A/E Srvc-03/25/12	4/2012	8114	2,252.50
			A&E CDBG Yr 9 close	4/2012	8114	855.00
			A&E CDBG Yr 10	4/2012	8114	332.50
			A&E CDBG Yr 11	4/2012	8114	285.00
DEPARTMENT TOTAL:						3,725.00
DEPARTMENT: 05 Fire Department						
12-46769	01-00105	City of Yukon (BankOne)FD	pediatric defib pads/AED'	12/2011	Physio 112073370	472.60
12-47119	01-00105	City of Yukon (BankOne)FD	Trumbly-streamlight	2/2012	Casco 110175	110.00
12-47558	01-00105	City of Yukon (BankOne)FD	Graham - hoodie	3/2012	S&S Textiles 32150	41.50
12-47710	01-00105	City of Yukon (BankOne)FD	lights,water hose	3/2012	walmart 2677009-79	41.87
			lights,water hose	4/2012	walmart 02607CR	35.90-
12-47859	01-00105	City of Yukon (BankOne)FD	repair TFT Nozzels	2/2012	TaskForce 9000635	1,280.67
12-47860	01-00105	City of Yukon (BankOne)FD	CR-incorrect account	11/2011	Homeland 11-21CR	53.48-
			Thanksgiving Dinner	11/2011	Homeland 11-21	53.48
			Partner K12 Saw	3/2012	Casco 112005	1,329.00
12-47905	01-00105	City of Yukon (BankOne)FD	oxygen air testing kits	2/2012	TriAir R62196	442.00
12-47999	01-00105	City of Yukon (BankOne)FD	Flowers-Hilburn funeral	3/2012	YukonFlower 101163	47.50
12-48028	01-46940	Sam's Club Direct-G.E.Capit	CR-incorrect account	12/2011	Sam's 2144	99.58-
			Christmas Dinner	12/2011	Sam's 2144	99.58
12-47069	01-71250	Jeremy Goodrich	meal reimb Pump Ops	1/2012	01-22-12	5.00
			meal reimb Pump Ops	1/2012	01-22-12	6.87
			meal reimb Pump Ops	1/2012	01-22-12	6.84
			meal reimb Pump Ops	1/2012	01-22-12	8.99
DEPARTMENT TOTAL:						3,756.94

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 07 Community Development						
12-47407	01-00107	City of Yukon (BankOne)CMD	CDI Institute reg-Ouren	2/2012	CDI 02-10-12	600.00
12-47537	01-00107	City of Yukon (BankOne)CMD	Planning worksop	3/2012	OML 6550702	170.00
12-47541	01-00107	City of Yukon (BankOne)CMD	office supplies	3/2012	Staples 04311	32.75
12-47875	01-00107	City of Yukon (BankOne)CMD	Boots and hard hats	3/2012	Langstons 3-30-12	119.00
			Boots and hard hats	4/2012	Langstons 04-02-12	149.00
			Boots and hard hats	4/2012	Lowes 14670	31.21
12-47997	01-00107	City of Yukon (BankOne)CMD	Window Envelopes	4/2012	UnitedPrintin 2454	342.50
12-48056	01-00107	City of Yukon (BankOne)CMD	office supplies	4/2012	Staples 10175	6.77-
			office supplies	4/2012	Staples 7084310367	130.26
12-47959	01-47660	Shred-It Oklahoma City	Doc.destruction-MR12	3/2012	9400116461	18.42
DEPARTMENT TOTAL:						1,586.37
DEPARTMENT: 08 Library						
12-47931	01-00108	City of Yukon (BankOne)LIB	Postagae for ILL	3/2012	USPS 722	47.45
12-47666	01-1	Canadian County OSU Exten	Adult Program Fee	3/2012	C 102	100.00
DEPARTMENT TOTAL:						147.45
DEPARTMENT: 09 Administration						
12-46735	01-00101	City of Yukon (BankOne)ADM	lunch meeting expense-GB	4/2012	Louies 276434	38.12
12-47770	01-00101	City of Yukon (BankOne)ADM	Office Supplies	4/2012	AT&T 04-06-12	78.00
12-47956	01-00101	City of Yukon (BankOne)ADM	Furniture- Admin Offices	3/2012	LMFurnitur 54001-0	9,979.50
12-47957	01-00101	City of Yukon (BankOne)ADM	Travel Expenses	3/2012	LevyRest 0023	15.85
			Travel Expenses	3/2012	LevyRest 8133	17.88
			Travel Expenses	3/2012	RaceTrac 03-25-12	83.62
			Travel Expenses	3/2012	Renaissance 14314	255.38
			Travel Expenses	3/2012	Renaissance 13637	255.38
12-47958	01-00101	City of Yukon (BankOne)ADM	Rugs for Adm Offices	3/2012	LoLoi 2141467	253.56
			Rugs for Adm Offices	3/2012	LoLoi 2140144	1,222.55
12-48025	01-00101	City of Yukon (BankOne)ADM	wall Decor-Adm Offices	3/2012	OKHisSoc 5143	230.00
12-48036	01-00101	City of Yukon (BankOne)ADM	Travel Exp-CMAO-Kretchmar	3/2012	TownePlace 81685	85.00
			Travel Exp-CMAO-Kretchmar	3/2012	SteakeShake 333629	7.51
			Travel Exp-CMAO-Kretchmar	3/2012	TacoBueno 192	8.00
			Travel Exp-CMAO-Kretchmar	3/2012	McDonalds 03-30-12	7.15
12-48038	01-00101	City of Yukon (BankOne)ADM	wall Decor, Furniture	4/2012	HobbyLobby 4-02-12	89.99
12-47700	01-06370	City Manager's Assoc	Reg-CMAO Mtg-Kretchmar	4/2012	0312SPM-08	100.00
12-47871	01-06370	City Manager's Assoc	Reg-CMAO Spring Conf-GB	4/2012	0312SPM-13	100.00
12-47872	01-06370	City Manager's Assoc	Accreditation Program	4/2012	0312SPM-08	15.00
12-47771	01-37470	OK Municipal League	Reg-CitizenAcad/Ldrshp-TK	3/2012	INV520	500.00
12-47955	01-37470	OK Municipal League	Registration - Grayson	3/2012	044759	50.00
12-48027	01-62200	Yukon Chamber of Commerce	Chamber Luncheon Tickets	3/2012	14099	10.00
12-47702	01-72450	Tammy Kretchmar	Reimb Mileage-CMAO Mtg	4/2012	04-02-12	157.62
DEPARTMENT TOTAL:						13,560.11

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 10 Parks & Events						
12-47011	01-00110	City of Yukon (BankOne)REC	supplies/spirit league/	3/2012	walmart 08654	32.82
			supplies/spirit league/	3/2012	walmart 09220	19.62
			supplies/spirit league/	3/2012	walmart 05054	56.30
			supplies/spirit league/	3/2012	walmart 09516	47.91
12-47074	01-00110	City of Yukon (BankOne)REC	belt swings for parks	3/2012	Noahs Park 4578	200.00
12-47217	01-00110	City of Yukon (BankOne)REC	mobile mini	3/2012	MobMini 111308063	151.06
12-47436	01-00110	City of Yukon (BankOne)REC	office supplies	3/2012	Staples 03599	121.56
12-47547	01-00110	City of Yukon (BankOne)REC	Big Event supplies	3/2012	YukonDonut 3-10-12	13.18
12-47548	01-00110	City of Yukon (BankOne)REC	Landscaping	3/2012	Lowes 21707	299.00
			Landscaping	3/2012	Lowes 21899	70.14
			Landscaping	3/2012	Lowes 19541	146.67
			Landscaping	3/2012	Lowes 19938	116.80
			Landscaping	3/2012	RossSeed A89709	174.00
			Landscaping	4/2012	Lowes 19869	34.40
12-47688	01-00110	City of Yukon (BankOne)REC	Festival of Child Ads	3/2012	Amerikidz 03-06-12	435.00
12-47749	01-00110	City of Yukon (BankOne)REC	speaker cords and mic	3/2012	RedDirtBros 9813	77.97
12-47750	01-00110	City of Yukon (BankOne)REC	Taste/Yukon supplies	3/2012	Skis Tees 03-19-12	875.00
12-47751	01-00110	City of Yukon (BankOne)REC	bounces for FOC	3/2012	ExtrInflat 3-20-12	1,525.00
12-47842	01-00110	City of Yukon (BankOne)REC	supplies Chisholm Trail	3/2012	Ace 863883	20.98
			supplies Chisholm Trail	3/2012	walmart 06164	17.91
			supplies Chisholm Trail	3/2012	walmart 02838	11.97
12-47845	01-00110	City of Yukon (BankOne)REC	boulders for Chisholm Tr	4/2012	TotalEnvir 229679	1,130.00
12-48053	01-00110	City of Yukon (BankOne)REC	Landscaping supplies	3/2012	TotalEnvir 229463	362.80
			Landscaping supplies	3/2012	HomeDepot 03-16-12	82.42
12-47904	01-00115	City of Yukon (BankOne)REC	Spring ad for FOC	3/2012	KidsDiROKC 3-28-12	260.00
12-47938	01-00115	City of Yukon (BankOne)REC	landscaping supplies	3/2012	Lowes 21492	110.05
			landscaping supplies	3/2012	Ace 864080	1.89
			landscaping supplies	3/2012	Lowes 20907	64.68
			landscaping supplies	3/2012	Lowes 20668	21.96
12-47763	01-07390	Crosslands A & A Rent-All	Sport a potties	3/2012	01-402847-47	63.00
			port a potties	3/2012	01-464754-18	63.00
			port a potties	3/2012	01-49161-03	161.00
			port a potties	3/2012	01-491662-03	250.00
12-47841	01-1	Riverside Farms	chips for playgrounds	4/2012	R 958	2,000.00
12-47885	01-1	ABC Construction Services	stone for Dickenson Park	3/2012	A 15226	1,680.00
12-48005	01-1	Dean Johnson	FOC Entertainment	5/2012	J 05-05-12	500.00
12-48006	01-1	Mad Science	FOC Entertainment	5/2012	M 120017	650.00
12-48007	01-1	Al Bostick	FOC Entertainment	2/2012	B 05-05-12	560.00
12-48008	01-1	Debbie Drain	FOC Entertainment	5/2012	D 05-05-12	350.00
12-48010	01-1	Mobile Gaming Party	Festival of the Child	5/2012	M 05-05-12	525.00
12-48012	01-1	Mobile Forces Laser Tag	Festival of the Child	5/2012	M 427	300.00
12-48017	01-1	Pony Party Express	FOC Entertainment	5/2012	P 05-12-12	1,250.00
12-48164	01-46940	Sam's Club Direct-G.E.Capit	candy for vending	2/2012	5254	99.56
12-47013	01-47660	Shred-It Oklahoma City	document shredding	3/2012	9400110215	9.21
12-47937	01-53450	United Linen - Uniform Re	Linen for Taste of Yukon	4/2012	s1491584	60.06

DEPARTMENT TOTAL: 15,001.92

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 11		Police Department				
12-47234	01-00111	City of Yukon (BankOne)PD	prisoner meals	3/2012	walmart 02166	91.15
12-47329	01-00111	City of Yukon (BankOne)PD	protective carriers	2/2012	LAPolGear 1577125	902.21
			protective carriers	2/2012	LAPolGear 1596121	237.26
12-47894	01-00111	City of Yukon (BankOne)PD	media cards for cameras	3/2012	Digitally 03-29-12	351.00
12-47942	01-1	FBI	Corn conference fee	3/2012	F 03-27-12 Corn	100.00
12-48039	01-1	FBI	Mathews FBINAA training	3/2012	F 03-27-12 Matthew	100.00
12-48050	01-63050	Yukon Trophy & Awards, Inc.	bronze plaques	4/2012	412112	170.31
DEPARTMENT TOTAL:						1,951.93
DEPARTMENT: 12		Property Maintenance				
12-47865	01-00180	City of Yukon (BankOne)PW	part pay ofc supplie	3/2012	offd 603564867-001	100.00
12-47912	01-00180	City of Yukon (BankOne)PW	areosal, wizzards	3/2012	ShareCorp 1709801	252.00
			tile, rubber in can	3/2012	ShareCorp 1709801	477.00
12-47967	01-00180	City of Yukon (BankOne)PW	cleaning supplies	3/2012	Massco 2245482	3,617.04
12-48001	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	3/2012	Clean 50537091	23.66
			hand sanit.dispenser	3/2012	Clean 50537091	3.61
12-48077	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	4/2012	Clean 50538131	23.66
			hand sanit.dispenser	4/2012	Clean 50538131	3.61
12-48130	01-37200	OK Gas & Electric	Service-500 w Vandam	3/2012	3-22-12 500wvan112	24.91
12-48131	01-37200	OK Gas & Electric	Service-500 w vandam	3/2012	3-22-12 500wvan131	24.91
12-48132	01-37200	OK Gas & Electric	Service-500 w vandam	3/2012	3-22-12 500wvan130	24.91
12-48133	01-37200	OK Gas & Electric	Service-4900wagnerwa	3/2012	3-26-12 4900wagway	87.51
12-48134	01-37200	OK Gas & Electric	Service-2200Sholly13	4/2012	3-22-12 2200SHo132	24.91
12-48135	01-37200	OK Gas & Electric	Service-2200Sholly133	3/2012	3-22-12 2200SHo133	24.91
12-48136	01-37200	OK Gas & Electric	Service-500 w Vandam	3/2012	3-22-12 500wvan113	24.91
12-48124	01-37600	OK Natural Gas Co	Service City Bldgs	4/2012	04-17-12	5,119.55
12-48125	01-37600	OK Natural Gas Co	Service-10 S 5th	4/2012	04-05-12	50.11
DEPARTMENT TOTAL:						9,907.21
DEPARTMENT: 14		Robertson Activity Center				
12-47553	01-46940	Sam's Club Direct-G.E.CapitRAC Lunch		3/2012	0757	217.15
DEPARTMENT TOTAL:						217.15

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 15		Recreation Facilities				
12-47104	01-00110	City of Yukon (BankOne)REC	Flooring and lights YCC	3/2012	Lowes 02067	23.71
12-47561	01-00110	City of Yukon (BankOne)REC	Kids Day Out	3/2012	walmart 07348	34.04
12-47746	01-00110	City of Yukon (BankOne)REC	TLC Supplies	3/2012	Insectlor w0478710	36.97
12-47916	01-00110	City of Yukon (BankOne)REC	Tennis ball Machine	3/2012	TennisExp 03-30-12	1,499.00
12-47946	01-00110	City of Yukon (BankOne)REC	Office Fans	3/2012	walmart 03494	46.28
12-47947	01-1	Angela Kasbohm	Reimb-water Zumba	3/2012	K 032212	185.00
12-48028	01-46940	Sam's Club Direct-G.E.Capit	Coffee Supplies-YCC/JCG	4/2012	6540	110.81
DEPARTMENT TOTAL:						1,935.81
DEPARTMENT: 16		Fleet Maintenance				
12-47016	01-00180	City of Yukon (BankOne)PW	parts to repair veh's	3/2012	Napa 496201	12.81
			parts to repair veh's	4/2012	Napa 496867	21.16
			parts to repair veh's	4/2012	Napa 497123	133.89
12-47637	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	3/2012	Smith F&G 453579	15.32
			parts to repair vehicles	3/2012	Hydradyn 510478650	10.20
			parts to repair vehicles	3/2012	Longs L&G 38985	380.67
			parts to repair vehicles	3/2012	USI 16011	193.90
12-47640	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	3/2012	MWBus C020005344	11.70
			oils. lubricants etc	3/2012	OReily 0343-220151	71.96
			oils. lubricants etc	3/2012	Fentress 642837	1,000.00
			oils. lubricants etc	3/2012	OReily 0343-220500	15.57
			oils. lubricants etc	3/2012	Fentress 643182	200.00
12-47733	01-00180	City of Yukon (BankOne)PW	11-10-8528 tires	3/2012	T&W Tire 4895259	427.68
			11-05-8213	3/2012	T&W Tire 4895259	341.80
12-47865	01-00180	City of Yukon (BankOne)PW	part pay ofc supplie	3/2012	offd 603564867-001	400.00
12-47993	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	3/2012	Hydradyn 510480169	350.00
			parts to repair vehicles	3/2012	T&W Tire 4895254	67.00
			parts to repair vehicles	3/2012	ConradFire 476890	206.49
12-47994	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	4/2012	BlueBeac 090192297	39.00
12-48001	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	3/2012	Oreily 0343-220463	204.96
12-48077	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	3/2012	Clean 50537091	18.12
12-48146	01-37489	OK Tax Commission	uniform cleaning,ren	4/2012	Clean 50538131	18.12
			tag-12 ChevPckup5766	4/2012	CI-19815	37.50
			tag-12 ChevTahoe6340	4/2012	CI-15562	39.00
			tag-12 ChevCrwCb2255	4/2012	CI-15563	39.00
			tag-12 ChevPckup3001	4/2012	CI-15564	39.00
DEPARTMENT TOTAL:						4,294.85

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 17 Human Resources						
12-48170	01-05385	Suzanne R. Cannon, LPC, LADApr	'12 EAP Contract	4/2012	Apr '12	576.00
12-47944	01-31440	McClain-Chitwood Office Propens		3/2012	188997	6.99
			doc holder	3/2012	189308	42.49
12-47945	01-35050	Occupational Health Centers	drug tests	3/2012	254230991	40.50
			drug tests	3/2012	254236909	40.50
DEPARTMENT TOTAL:						706.48
DEPARTMENT: 18 Animal Control						
12-48157	01-46940	Sam's Club Direct-G.E.Capit	coffee supplies	1/2012	3563	40.00
DEPARTMENT TOTAL:						40.00
DEPARTMENT: 19 Street Department						
12-47865	01-00180	City of Yukon (BankOne)PW	part pay ofc supplie	3/2012	offfd 603564867-001	96.10
			part pay ofc supplie	3/2012	walmart 08270	52.13
12-47866	01-00180	City of Yukon (BankOne)PW	copy & color paper	3/2012	offfd 603579465-001	250.00
12-48001	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	3/2012	Clean 50537091	32.25
12-48077	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	4/2012	Clean 50538131	32.25
12-47911	01-1	EI Reno Steel	steel for bldg impro	3/2012	E 03-30-12	437.50
12-47834	01-30680	Luther Sign Company	street signs	3/2012	8814	4,260.16
DEPARTMENT TOTAL:						5,160.39
DEPARTMENT: 23 Technology						
12-47680	01-00123	City of Yukon (BankOne)TEC	EPSON H6000IV Receipt Prt	3/2012	CDW-G H363864	579.89
			3yr warranty	3/2012	CDW-G H508359	67.73
			EPSON Power Adapter	3/2012	CDW-G G768823	37.72
12-47692	01-00123	City of Yukon (BankOne)TEC	RBC7 batteries	3/2012	CDW-G G820687	522.45
			APC Batteries	3/2012	CDW-G G820687	232.20
12-47699	01-00123	City of Yukon (BankOne)TEC	USB Extension Cables	3/2012	CDW-G G913237	18.81
			USB Extension Cables	3/2012	CDW-G G913237	13.44
12-47847	01-00123	City of Yukon (BankOne)TEC	HP CP1025NW Printer	3/2012	CDW-G H392214	28.99
			CE310A Black	3/2012	CDW-G H392214	49.99
			CE312A Yellow	3/2012	CDW-G H392214	56.99
			CE313A Magenta	3/2012	CDW-G H392214	56.99
			CE311A Cyan	3/2012	CDW-G H392214	56.99
12-47889	01-00123	City of Yukon (BankOne)TEC	PNY Video Cards	3/2012	CDW-G H519548	116.86
12-47907	01-00123	City of Yukon (BankOne)TEC	Internet/Cable Srvc-MR12	3/2012	Cox 03-17-12	499.94
12-47910	01-00123	City of Yukon (BankOne)TEC	Wireless ServiceMR12	3/2012	Verizon 6705151882	70.16
12-47964	01-00123	City of Yukon (BankOne)TEC	Toshiba DR430 DVD Recorde	3/2012	CDW-G H687316	223.18
12-47965	01-00123	City of Yukon (BankOne)TEC	Video Audio Switch	3/2012	CDW-G H617698	95.16
12-47998	01-00123	City of Yukon (BankOne)TEC	Otterbox iPhone 4 case	4/2012	Amazon 8826655	118.82
			Shipping	4/2012	Amazon 8826655	1.98
12-48021	01-00123	City of Yukon (BankOne)TEC	Canon Scanner	3/2012	CDW-G H812051	795.34
12-48022	01-00123	City of Yukon (BankOne)TEC	CC530A Black	3/2012	CDW-G H819521	121.24
			CC531A Cyan	3/2012	CDW-G H819521	357.90
			CC533A Megenta	3/2012	CDW-G H819521	477.20

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 23 Technology						
12-48023	01-00123	City of Yukon (BankOne)TEC	mob phone srvc-FE'12	3/2012	AT&T 03-14-12	5,998.63
12-48024	01-00123	City of Yukon (BankOne)TEC	T1 service-MR'12	3/2012	AT&T 03-25-12	1,198.00
12-48032	01-00123	City of Yukon (BankOne)TEC	HP Ink	4/2012	CDW-G J074492	891.96
12-48085	01-00123	City of Yukon (BankOne)TEC	Video Cord	4/2012	Staples 08944	23.98
			outlet indoor cords	4/2012	Lowe's 12055	13.97
			outlet indoor cord	4/2012	Lowe's 12055	9.47
12-48086	01-00123	City of Yukon (BankOne)TEC	DirectDialSrvc-MR'12	3/2012	AT&T 405350891003	1,092.05
12-48087	01-00123	City of Yukon (BankOne)TEC	Plexar Service-MR'12	3/2012	AT&T 405350891803	86.77
12-48089	01-00123	City of Yukon (BankOne)TEC	Brother Ink	4/2012	CDW-G J005916	72.56
12-48090	01-00123	City of Yukon (BankOne)TEC	MR'12 auction fees	3/2012	PubSurplus 356654	2,772.59
12-47909	01-02237	BMI Systems Corporation	PD copier lease MR12	3/2012	CNIN107285BMI	1,046.00
			PD bill.copies MR12	3/2012	CNIN107285BMI	406.08
12-47565	01-05490	CDW Government Inc.	BTO Panasonic Toughbook	2/2012	G526016	3,880.00
			BTO Panasonic Toughbook	3/2012	H538816	15,520.00
			TB 5yr warranty	3/2012	H685414	3,830.00
			Gamber MAG Dock	3/2012	G765811	3,500.00
			Gamber Base	3/2012	G765811	288.30
			Gamber 9" Lower Tube	3/2012	G765811	185.70
			Gamber CTR Upper 7"	3/2012	G765811	205.25
			Gamber Locking Slide	3/2012	G765811	733.15
			Gamber Pole Brace	3/2012	G765811	185.70
12-47856	01-05490	CDW Government Inc.	HP Compaq 6200 Pro	3/2012	H353731	3,875.94
12-48013	01-05490	CDW Government Inc.	Apple iPad 2	3/2012	H854936	1,207.68
			2yr warranty	4/2012	J063523	222.52
12-47852	01-06710	Coast To Coast Computer Pro	HP Ink	3/2012	A870328	657.00
			HP Ink	3/2012	C866002	120.00-
12-47695	01-08520	Dell	Dell Server	3/2012	XFP9PDT03	4,253.19
12-47853	01-1	ACS Firehouse Services	FHweb License	3/2012	A 771936	1,495.00
			Update and Support	3/2012	A 771936	166.67
12-47961	01-1	Smart Technologies, Inc	Network Cabling	3/2012	S 713909	80.00
12-48091	01-1	Vermont Systems, Inc	Maint. Renewal-RecTrac	4/2012	V 35750	2,860.00
12-48034	01-34140	New World Systems	Reg-Aegis 2012-Cooper	3/2012	019173	945.00
12-47915	01-40840	Presidio Networked	Network Srvc as needed	3/2012	51200736	125.00
12-48088	01-48885	Superior Office Systems	Copier Rental Charge	4/2012	1100	1,074.00
			CDbillablecop MR'12	4/2012	1100	70.58
			CDbasecopiesMR'12	4/2012	1100	37.40
			CCbasecopies MR'12	4/2012	1100	47.40
			PR billablecop MR'12	4/2012	1100	58.02
			PRbasecopiers MR'12	4/2012	1100	208.60
			DRCbillablecop MR'12	4/2012	1100	22.64
			Libbillablecop MR'12	4/2012	1100	131.12
			Libbasecopies	4/2012	1100	10.10
			ComCbillablecopMR'12	4/2012	1100	27.89
12-48033	01-48905	Synergy Datacom	Cable	4/2012	603366	182.00
			Cable Ties	4/2012	603366	3.37
12-47237	01-50543	Total Radio, Inc	Amplifier and Components	3/2012	87209	5,920.50
			Installatin and Test	3/2012	87209	3,360.00
12-47960	01-50688	Travis Voice & Data	Maintenance US-Matrix	3/2012	49061	791.25

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 23		Technology				
12-47966	01-60351	Xerox Corporation	W5030 CRTlease MR'12	3/2012	060666494	280.82-
			W5030 CRTlease MR'12	3/2012	060610244	561.64
			WCP232HCDleaseMR'12	3/2012	060610243	525.74
			WCP232HCDleaseMR'12	3/2014	060666493	262.87-
12-48084	01-60351	Xerox Corporation	D242V CH lease MR'12	4/2012	060848198	1,341.73
			D242V CH meter usage	4/2012	060848198	10.81
			D252 EFI lease MR'12	4/2012	060848199	261.04
			W5675 CH lease MR'12	4/2012	060848200	1,425.12
			W5675 CH meter usage	4/2012	060848200	578.65
			W5030 PW lease MR'12	4/2012	060848201	272.40
12-47888	01-60355	Xerox Corporation	Relocated Xerox	3/2012	118473891	294.43
DEPARTMENT TOTAL:						78,980.87
DEPARTMENT: 25		Emergency Management				
12-47514	01-00174	City of Yukon (BankOne)EM	Snacks for Func Exercise	3/2012	LittleCaesars 313	13.00
DEPARTMENT TOTAL:						13.00
FUND TOTAL:						155,575.62

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01		96 SALES TAX IMPROVEMENTS				
12-47226	01-1	El Reno Steel	Security - Sheet Metal	3/2012	E 033012-A	108.00
12-47775	01-1	Jason McCurdy Masonry	labor flag pole project	3/2012	J 1321	3,735.00
12-48126	01-22440	Integris Canadian Valley	Qtrly payment	4/2012	1012	50,000.00
12-48165	01-50700	Triad Design Group	A/E CRDw&S-03/25/12	4/2012	8115	9,206.53
12-48169	01-50700	Triad Design Group	A&E-SH4/OK66/Hwy3	4/2012	8122	21,571.20
DEPARTMENT TOTAL:						84,620.73
FUND TOTAL:						84,620.73

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 23						
12-47563	01-00101	Special Events City of Yukon (BankOne)ADM Decor & Supplies		3/2012	Kalalou CS149024	149.64
						DEPARTMENT TOTAL:
						149.64
DEPARTMENT: 28						
12-47762	01-00110	Park & Recreation City of Yukon (BankOne)REC Kayaks for events		3/2012	Academy 248664	588.63
12-47551	01-1	Oklahoma Correctional Ind benches for park		3/2012	O 39473	479.76
						DEPARTMENT TOTAL:
						1,068.39
DEPARTMENT: 43						
12-47712	01-04156	Mabel Fry Book wholesalers, Inc.	Adult Fiction/Non Fiction	3/2012	284800D	136.63
			Adult Fiction/Non Fiction	3/2012	288137D	133.13
12-47877	01-1	The Library Store	Book Processing Supplies	3/2012	T 8892	314.85
12-47742	01-13865	Follett Software Co	Bar Codes - Books	3/2012	1000307	288.36
12-47936	01-37469	OK Library Association	Banquet Tickets	3/2012	03-28-12	100.00
12-47664	01-39575	Perma-Bound Books	Children's Sequoyah Books	3/2012	1472888-00	409.45
12-47756	01-44395	Recorded Books, LLC	Audio Book Standing Order	3/2012	74493970	234.20
			Audio Book Standing Order	3/2012	74509551	98.98
			Audio Book Standing Order	3/2012	74512979	29.99
			Audio Book Standing Order	3/2012	74511683	297.00
			Audio Book Standing Order	4/2012	74507438	173.20
						DEPARTMENT TOTAL:
						2,215.79
DEPARTMENT: 44						
12-47267	01-04156	Library State Aid Book wholesalers, Inc.	Adult Standing Order	3/2012	283460D	71.60
			Adult Standing Order	3/2012	284301D	16.24
			Adult Standing Order	3/2012	287263D	61.82
			Adult Standing Order	3/2012	286523D	15.65
12-47268	01-04156	Book wholesalers, Inc.	Adult Fiction/Non Fiction	3/2012	286170D	80.66
12-47924	01-37469	OK Library Association	Membership Dues	3/2012	03-29-12	98.00
			Membership Dues	3/2012	03-29-12	95.00
			Membership Dues	3/2012	03-29-12	77.00
						DEPARTMENT TOTAL:
						515.97

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 64						
12-47854	01-05490	CDW Government Inc.	Panasonic Warranty	3/2012	H381528	1,935.00
12-48050	01-63050	Yukon Trophy & Awards, Inc.	bronze plaques	4/2012	412112	2,357.94
DEPARTMENT TOTAL:						4,292.94
DEPARTMENT: 67						
12-47873	01-00111	City of Yukon (BankOne)PD	gas mask bags	3/2012	voodoo 114682	267.00
12-48157	01-46940	Sam's Club Direct-G.E.Capit	coffee supplies	1/2012	3563	101.40
DEPARTMENT TOTAL:						368.40
FUND TOTAL:						8,611.13

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01 Utility Billing						
12-47908	01-1	RICOH Productin Print	annual printer maintenanc	3/2012	R 5221676	1,704.00
12-48096	01-53901	U S Post Office	Bulk Postage-Apr'12	4/2012	Apr '12	3,500.00
DEPARTMENT TOTAL:						5,204.00
DEPARTMENT: 02 water Distribution						
12-47016	01-00180	City of Yukon (BankOne)PW	parts to repair veh's	4/2012	Napa 497123	21.54
12-47153	01-00180	City of Yukon (BankOne)PW	parts/repair waterlines	3/2012	HDSupp 4475899	1,100.00
			parts/repair waterlines	4/2012	NewAtlas 20948	119.96
			parts/repair waterlines	4/2012	OKContract 0515523	327.00
12-47640	01-00180	City of Yukon (BankOne)PW	oils. lubricants etc	3/2012	Fentress 642837	591.89
			oils. lubricants etc	3/2012	Fentress 643182	739.39
12-47643	01-00180	City of Yukon (BankOne)PW	sewer hose	3/2012	ICM OK801770PW	2,385.00
12-47794	01-00180	City of Yukon (BankOne)PW	2" meter-701Shedeckp	3/2012	HDSupp 4591826	415.00
12-47865	01-00180	City of Yukon (BankOne)PW	part pay ofc supplie	3/2012	staples 06961	41.26
12-47866	01-00180	City of Yukon (BankOne)PW	copy & color paper	3/2012	offD 603579465-001	264.65
12-47881	01-00180	City of Yukon (BankOne)PW	3" meter	3/2012	OKContract 0515285	2,100.00
			gaskets	3/2012	OKContract 0515285	18.00
12-47993	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	3/2012	Hydradyn 510480169	119.75
12-48001	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	3/2012	Clean 50537091	44.15
12-48077	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	4/2012	Clean 50538131	44.15
12-48016	01-04475	Brewer Construction Co.	remove camera in sewer	3/2012	2012-6	1,150.00
12-47458	01-09525	Dolese Bros. Company	concrete, gravel etc	3/2012	RM12017343	118.00
			concrete, gravel etc	3/2012	5-32604-12	354.43
DEPARTMENT TOTAL:						9,954.17
DEPARTMENT: 03 Treatment and Supply						
12-48144	01-19016	Higdon Family Trust	J-F-M '12 Well Rent	3/2012	J-F-M '12 wellRent	6,112.92
12-48145	01-28930	Leonhart Resources, LLC	J-F-M '12 Well Rent	3/2012	J-F-M '12 wellRent	6,112.92
12-48143	01-37650	OKC Airport Trust	J-F-M '12 Well Retn	3/2012	J-F-M '12 wellRent	16,664.05
12-48122	01-55800	Veolia water North America	Service for Apr '12	4/2012	00013595	95,225.31
12-48142	01-58145	Estate of Clay wilson	Jan-Feb-Mar land rent	3/2012	Jan-Feb-Mar '12	266.49
DEPARTMENT TOTAL:						124,381.69
FUND TOTAL:						139,539.86

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01		Sanitation				
12-47016	01-00180	City of Yukon (BankOne)PW	parts to repair veh's	4/2012	Napa 497123	32.41
12-47637	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	3/2012	Hydradyn 510478649	133.50
			parts to repair vehicles	3/2012	ATCFreigh 53552237	107.95
			parts to repair vehicles	3/2012	Ace 864068	10.00
12-47640	01-00180	City of Yukon (BankOne)PW	oils. lubricants etc	3/2012	Fentress 642890	169.63
			oils. lubricants etc	3/2012	Fentress 642837	591.89
12-47752	01-00180	City of Yukon (BankOne)PW	materials	3/2012	Alliancestl 210147	143.29
			materials	3/2012	Lowe's 01838	1,251.16
			electrical	3/2012	Locke 17461466-00	840.94
			framing	4/2012	Lowe's 02227	108.60
			framing	4/2012	Lowe's 01337	148.86
			materials	4/2012	Lowe's 01787	15.28
			materials	4/2012	Lowe's 01789	152.80
			materials	4/2012	A&D Supply 322843	849.66
			restroom materials	4/2012	Locke 17496015-00	60.07
			restroom materials	4/2012	Locke 17511110-00	464.79
			electrical	4/2012	Locke 17484829-00	25.83
			electrical	4/2012	Locke 17521441-00	539.43
12-47993	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	3/2012	Hydradyn 510480169	119.75
			parts to repair vehicles	4/2012	Cavwrksvc 55926	336.00
12-48001	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	3/2012	Clean 50537091	8.13
12-48029	01-00180	City of Yukon (BankOne)PW	ice machine repair	4/2012	Locke 17499824-00	20.69
			ice machine repair	4/2012	Brooks 41125	261.80
12-48071	01-00180	City of Yukon (BankOne)PW	materials	4/2012	Lowe's 02548	771.92
12-48077	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	4/2012	Clean 50538131	8.13
12-48082	01-00180	City of Yukon (BankOne)PW	hydraulic oil	4/2012	JimJohnson G6680	1,683.00
12-47791	01-04467	Brakefield Plumbing	plumbing san remodel	3/2012	0016023	2,500.00
12-48070	01-1	Young Guns Drywall	drywall & labor	4/2012	Y 741840	1,500.00
DEPARTMENT TOTAL:						12,855.51
DEPARTMENT: 02		Recycling				
12-48138	01-16350	Carole Garner	VoiceMail-thru Apr12	4/2012	136717-0412	15.59
12-48140	01-36841	OK Environ Mgmt Authority	Recycle Bins Mar'12	3/2012	0000040600	375.00
DEPARTMENT TOTAL:						390.59
FUND TOTAL:						13,246.10

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01		Stormwater				
12-47962	01-00123	City of Yukon (BankOne)	TEC HPLJ P2035	3/2012	CDW-G H631733	191.52
			HPLJ Toner	3/2012	H631733	90.99
12-47963	01-00123	City of Yukon (BankOne)	TEC HPLJ Pro CP1025nw	3/2012	CDW-G H650418	249.95
12-48004	01-00123	City of Yukon (BankOne)	TEC Plantronics CS70N headset	3/2012	CDW-G H793482	265.11
			2yr replacement plan	4/2012	CDW-G J063143	44.50
DEPARTMENT TOTAL:						842.07
FUND TOTAL:						842.07

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 09		CDBG Year 9				
12-48166	01-50700	Triad Design Group	A&E for CDBG Yr 10	4/2012	8112	2,060.00
12-48167	01-50700	Triad Design Group	A&E for CDBG Yr 11	4/2012	8113	2,060.00
DEPARTMENT TOTAL:						4,120.00
FUND TOTAL:						4,120.00
GRAND TOTAL:						406,555.51

## G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
11/2011	01	505-213	Food Supplies	53.48	
11/2011	01	505-360	Contributions and Memorials	53.48-	
12/2011	01	505-213	Food Supplies	99.58	
12/2011	01	505-220	Medical Supplies	472.60	
12/2011	01	505-360	Contributions and Memorials	99.58-	
1/2012	01	505-331	Travel Expense	27.70	
1/2012	01	518-213	Food Supplies	40.00	540.30
1/2012	64	567-356	Support of Org-PD Training	101.40	101.40
2/2012	01	505-217	Wearing Apparel	110.00	
2/2012	01	505-218	Protective Clothing/Safety Equ	1,280.67	
2/2012	01	505-365	Maintenance Agreements	442.00	
2/2012	01	507-356	Training	600.00	
2/2012	01	510-380	Park & Rec Activities/Programs	99.56	
2/2012	01	510-381-110	Fest. & Events-Festival of Chi	560.00	
2/2012	01	511-218	Protective Clothing/Safety Equ	1,139.47	
2/2012	01	523-433	Computer Purchases	3,880.00	
3/2012	01	501-345	Advertising	2,548.00	
3/2012	01	501-360	Contributions and Memorials	1,052.00	
3/2012	01	503-201	Office Supplies	200.00	
3/2012	01	503-217	Wearing Apparel	25.07	
3/2012	01	505-205	Nondurable Supplies	41.87	
3/2012	01	505-217	wearing Apparel	41.50	
3/2012	01	505-317	Durable Tools	1,329.00	
3/2012	01	505-360	Contributions and Memorials	47.50	
3/2012	01	507-201	Office Supplies	32.75	
3/2012	01	507-218	Protective Clothing/Safety Equ	119.00	
3/2012	01	507-332	Tuition Reimbursement	170.00	
3/2012	01	507-347	Special Services	18.42	
3/2012	01	508-221	Public Educational Supplies	100.00	
3/2012	01	508-340	Postage	47.45	
3/2012	01	509-331	Travel Expense	745.77	
3/2012	01	509-354	Assoc Memberships & Conf Reg	50.00	
3/2012	01	509-356	Training	500.00	
3/2012	01	509-420	Furn,Fixtures,Misc Furnishings	11,685.61	
3/2012	01	510-201	Office Supplies	130.77	
3/2012	01	510-210	Landscaping Supplies	1,450.41	
3/2012	01	510-313	Recreational Structures-Parks	1,680.00	
3/2012	01	510-322	Playground/Swimming Pool Equip	200.00	
3/2012	01	510-345	Advertising	537.00	
3/2012	01	510-346	Rentals & Leases	151.06	
3/2012	01	510-380	Park & Rec Activities/Programs	234.62	
3/2012	01	510-381-108	Festival & Events-Taste of Yuk	875.00	

## G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
3/2012	01	510-381-110	Fest. & Events-Festival of Chi	2,220.00	
3/2012	01	510-381-116	Fest. & Events-Chisholm Trail	50.86	
3/2012	01	510-381-117	Fest. & Events-Big Event	13.18	
3/2012	01	511-202	Duplication/Computer Supplies	351.00	
3/2012	01	511-224	Meals/Supplies for Prisoners	91.15	
3/2012	01	511-354	Assoc Memberships & Conf Reg	200.00	
3/2012	01	512-201	Office Supplies	100.00	
3/2012	01	512-206	Building Maintenance Supplies	3,872.65	
3/2012	01	512-217	Wearing Apparel	23.66	
3/2012	01	512-302	Buildings	477.00	
3/2012	01	512-350	Electrical Power	212.06	
3/2012	01	514-213	Food Supplies	217.15	
3/2012	01	515-315	Office Equipment	46.28	
3/2012	01	515-361	Refunds	185.00	
3/2012	01	515-380	Park & Rec Activities/Programs	1,570.01	
3/2012	01	515-404	Building (Improvements/Additio	23.71	
3/2012	01	516-201	Office Supplies	400.00	
3/2012	01	516-204	Fuel, Oil and Lubricants	1,287.53	
3/2012	01	516-217	Wearing Apparel	18.12	
3/2012	01	516-318	Motor Vehicles/Small Equip Par	2,222.53	
3/2012	01	517-201	Office Supplies	49.48	
3/2012	01	517-330	Medical Expenses-Employees	81.00	
3/2012	01	519-201	Office Supplies	148.23	
3/2012	01	519-202	Duplication/Computer Supplies	250.00	
3/2012	01	519-217	Wearing Apparel	32.25	
3/2012	01	519-404	Building Improvements	437.50	
3/2012	01	519-429	Signs and Markers	4,260.16	
3/2012	01	523-202	Duplication/Computer Supplies	1,714.30	
3/2012	01	523-315	Office Equipment	1,683.97	
3/2012	01	523-341	Telephone,Teletype,Internet Se	8,945.55	
3/2012	01	523-354	Assoc Memberships & Conf Reg	945.00	
3/2012	01	523-365	Maintenance Agreements	3,344.32	
3/2012	01	523-369	Technology Equip,Repair & Inst	1,015.55	
3/2012	01	523-370	Technology Services & Installa	237.25	
3/2012	01	523-376	Licensing & Software	1,661.67	
3/2012	01	523-382	Auction Expense	2,772.59	
3/2012	01	523-422	Instruments and Electronics	9,280.50	
3/2012	01	523-433	Computer Purchases	33,784.91	
3/2012	01	525-213	Food Supplies	13.00	116,363.62
3/2012	36	501-601	Contingency	3,843.00	3,843.00
3/2012	64	523-381	Special Events	149.64	
3/2012	64	528-380-110	Park Friends	588.63	
3/2012	64	528-380-115	Park Friends - Benches	479.76	

## G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
3/2012	64	543-366	Emergencies	703.21	
3/2012	64	543-424	Books - Mabel Fry	1,339.38	
3/2012	64	544-354	Assoc Memberships & Conf Reg	270.00	
3/2012	64	544-424	State Aid Books	245.97	
3/2012	64	564-559	FES Drug Forfeiture	1,935.00	
3/2012	64	567-347-101	State Seizures	267.00	5,978.59
3/2012	70	501-365	Maintenance Agreements	1,704.00	
3/2012	70	502-201	Office Supplies	41.26	
3/2012	70	502-202	Duplication/Computer Supplies	264.65	
3/2012	70	502-204	Fuel, Oil and Lubricants	1,331.28	
3/2012	70	502-217	wearing Apparel	44.15	
3/2012	70	502-305	Sanitary Sewers	1,150.00	
3/2012	70	502-306	Sidewalks, Steps, Curbs, and G	472.43	
3/2012	70	502-318	Motor Vehicles/Small Equip Par	119.75	
3/2012	70	502-319	Water Meter and Settings	2,533.00	
3/2012	70	502-421	Machinery, Tools, and Miscella	2,385.00	
3/2012	70	502-425	Water Meters and Settings	1,100.00	
3/2012	70	503-505	Water Well Rentals	29,156.38	40,301.90
3/2012	71	501-204	Fuel, Oil and Lubricants	761.52	
3/2012	71	501-217	wearing Apparel	8.13	
3/2012	71	501-318	Motor Vehicles/Small Equip Par	371.20	
3/2012	71	501-404	Building Improvements	4,735.39	
3/2012	71	502-219	Disposal Costs	375.00	6,251.24
3/2012	73	501-315	Office Equipment/Furnishings	797.57	797.57
4/2012	01	501-346	Rentals and Leases	190.00	
4/2012	01	501-348	Consultant Fees	7,500.00	
4/2012	01	501-360	Contributions and Memorials	550.00	
4/2012	01	501-503	Support of Organizations	2,500.00	
4/2012	01	503-217	wearing Apparel	25.07	
4/2012	01	504-348	Consultant Fees	3,725.00	
4/2012	01	505-205	Nondurable Supplies	35.90	
4/2012	01	507-201	Office Supplies	123.49	
4/2012	01	507-218	Protective Clothing/Safety Equ	180.21	
4/2012	01	507-349	Printing	342.50	
4/2012	01	509-201	Office Supplies	78.00	
4/2012	01	509-331	Travel Expense	195.74	
4/2012	01	509-354	Assoc Memberships & Conf Reg	215.00	
4/2012	01	509-420	Furn,Fixtures,Misc Furnishings	89.99	
4/2012	01	510-210	Landscaping Supplies	1,164.40	
4/2012	01	510-313	Recreational Structures-Parks	2,000.00	
4/2012	01	510-381-108	Festival & Events-Taste of Yuk	60.06	

## G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
4/2012	01	511-302	Buildings	170.31	
4/2012	01	512-206	Building Maintenance Supplies	3.61	
4/2012	01	512-217	Wearing Apparel	23.66	
4/2012	01	512-350	Electrical Power	24.91	
4/2012	01	512-351	Natural Gas	5,169.66	
4/2012	01	515-213	Food Supplies	110.81	
4/2012	01	516-217	Wearing Apparel	18.12	
4/2012	01	516-318	Motor Vehicles/Small Equip Par	348.55	
4/2012	01	517-347	Special Services	576.00	
4/2012	01	519-217	Wearing Apparel	32.25	
4/2012	01	523-201	Office Supplies	47.42	
4/2012	01	523-202	Duplication/Computer Supplies	964.52	
4/2012	01	523-315	Office Equipment	120.80	
4/2012	01	523-365	Maintenance Agreements	8,437.50	
4/2012	01	523-370	Technology Services & Installa	185.37	
4/2012	01	523-433	Computer Purchases	222.52	35,359.57
4/2012	36	501-601	Contingency	80,777.73	80,777.73
4/2012	64	543-424	Books - Mabel Fry	173.20	
4/2012	64	564-559	FES Drug Forfeiture	2,357.94	2,531.14
4/2012	70	501-340	Postage	3,500.00	
4/2012	70	502-205	Nondurable Supplies	119.96	
4/2012	70	502-217	Wearing Apparel	44.15	
4/2012	70	502-318	Motor Vehicles/Small Equip Par	21.54	
4/2012	70	502-425	Water Meters and Settings	327.00	
4/2012	70	503-348	Consultant Fees	95,225.31	99,237.96
4/2012	71	501-204	Fuel, Oil and Lubricants	1,683.00	
4/2012	71	501-217	Wearing Apparel	8.13	
4/2012	71	501-302	Buildings	282.49	
4/2012	71	501-318	Motor Vehicles/Small Equip Par	368.41	
4/2012	71	501-404	Building Improvements	4,637.24	
4/2012	71	502-341	Telephones, Teletype, Pagers,	15.59	6,994.86
4/2012	73	501-315	Office Equipment/Furnishings	44.50	44.50
4/2012	74	509-348	Consultant Fees	4,120.00	4,120.00
5/2012	01	510-381-110	Fest. & Events-Festival of Chi	3,575.00	
3/2014	01	523-365	Maintenance Agreements	262.87-	3,312.13
				GRAND TOTAL ESTIMATE:	0.00
				GRAND TOTAL ACTUAL:	406,555.51
				REPORT TOTAL:	406,555.51

Technology Item Listing - April 17, 2012

Item #	Description	Model Number	Serial Number	Department
	2 - 55 gallon barrels of Aluminum Wire	N/A	N/A	Property Maint
	2 - 55 gallon barrels of Copper Wire	N/A	N/A	Property Maint
	Outside Condensing Unit	HABA-T0368A		Property Maint
	1987 Chevrolely 1 Ton Garbage Truck	C-30	1GBHR34H6HS178571	Public Works
	1982 Ford F350 1 Ton Flatbed Truck w/dog box on back	F350	1FDJF37G3CNA68397	Public Works
	1993 Nissan Pathfinder	Pathfinder	JN8HD17S2PW111519	Public Works
	1979 GMC Sierra 15 Pickup Truck	Sierra 15	TC0149F533381	Public Works

## 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 Smaistrila	Ward 1	2014
Larry Taylor	Ward 2	2014
Bob Doggett	Ward AL	2015
Terry Beaver	Ward 3	2012
Michael McEachern	Ward 4	2012

### 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	2012
Russ Kline	Ward 4	2012

### Park Board

Joe Edwards	Ward 1	2014
D.E. Brower	Ward 2	2014
Ed Hatley	Ward AL	2015
Ward Larson	Ward 3	2012
Joe Baumann	Ward 4	2012

### Library Board

Charlotte Novak*		2011
Donelda Wheatly*		2011
Lee Wells	Ward 2/1	2014
Joyce Roman	Ward 2	2014
Ginger LaCroix	Ward AL	2015
Jeanne Riggs	Ward 3	2012
Margaret Albrecht	Ward 4	2012

### Traffic Commission

Charles Lee	Ward 1	2014
Rebecca Parker	Ward 2	2014
John Knuppel	Ward AL	2015
Jay Tallant	Ward 3	2012
Emil Albrecht	Ward 4	2012

### Spanish Cove

Larry Taylor, Representative

### OK Environmental Management Auth.

Jim Crosby, Representative  
Dewayne Maxey, Alternate

### Canadian County Alliance

Dewayne Maxey, Representative  
Jim Crosby, Alternate

### Senior Citizens

Ray Wright, Representative  
John Alberts, Alternate

### ACOG

Bob Bradway, 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

**ORDINANCE NO. 1275**

**AN ORDINANCE AMENDING ORDINANCE NO. 657, APPENDIX A OF THE CODE OF THE CITY OF YUKON, OKLAHOMA, BY PROVIDING THAT THE ZONING DESIGNATION FOR A PART OF THE SOUTHEAST QUARTER OF SECTION TWENTY-EIGHT, TOWNSHIP TWELVE NORTH, RANGE FIVE WEST, INDIAN MERIDIAN, CANADIAN COUNTY, OKLAHOMA, BE CHANGED FROM "R-1" (SINGLE FAMILY RESIDENTIAL) AND "C-3" (RESTRICTED COMMERCIAL DISTRICT) TO "R-1 PUD" (SINGLE FAMILY RESIDENTIAL PUD); AND DECLARING AN EMERGENCY.**

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

**SECTION 1.**

That Ordinance No. 657, known as the Zoning Ordinance of the City of Yukon, (Appendix A) be and the same is hereby amended to change the zoning designation of a certain tract of land in Yukon, Oklahoma from "R-1" (Single Family Residential) and "C-3" (Restricted Commercial District) to "R-1 PUD" (Single Family Residential PUD), said tract of land being described as follows, to-wit:

Being a tract of land lying in the Southeast Quarter (S.E./4) of Section Twenty-Eight (28), Township Twelve North (T-12-N) Range Five West (R-5-W), Indian Meridian (I.M.), Canadian County, Oklahoma. Said Tract being more particularly described as follows: Commencing at the Northeast Corner of said SE/4, Thence S00°00'12"E a distance of 640.00 feet; Thence N89°55'46"W a distance of 50.00 feet to the Point of Beginning; Thence S52°52'17" a distance of 326.12 feet; Thence S00°00'12"W a distance of 329.79 feet; Thence S44°58'11" a distance of 183.96 feet; Thence S00°00'12"W a distance of 690.00 feet; Thence S89°56'09"W a distance of 360.00 feet; Thence N00°00'12"E a distance of 254.46 feet; Thence N89°59'48"W a distance of 470.68 feet; Thence N01°28'58"W a distance of 237.17 feet; Thence N55°58'40" a distance of 43.76 feet; Thence N34°01'20"W a distance of 50.00 feet; Thence S55°58'40"W a distance of 11.86 feet; Thence N01°28'58"W a distance of 933.07 feet; Thence N01°26'36"W a distance of 95.13 feet; Thence along a curve to the right with a radius of 478.46 feet and a chord bearing of S72°47'21"E a chord of S72°47'21"E, a chord distance of 119.08 feet, a distance of 119.39 feet; Thence along a curve to the left with a radius of 530.00 feet and a chord of bearing of S66°28'36"E, a chord distance of 16.66 feet, a distance of 16.66 feet; Thence S25°50'26"E a distance of 36.68 feet; Thence S72°47'42"E a distance of 50.01 feet; Thence N60°10'09" a distance of 36.62 feet; Thence along a curve to the left with a radius of 530.00 feet and a chord bearing of S81°04'47"E, a chord distance of 53.18 feet, a distance of 53.20 feet; Thence S01°28'58"E a distance of 153.06 feet; Thence N89°55'46"E a distance of 973.90 feet to the Point of Beginning.

**SECTION 2.**

That the Zoning Map of the City of Yukon, Oklahoma, shall be amended to reflect the changes in zoning as reflected in Section 1 above.

**SECTION 3. Emergency.**

An emergency is declared to exist and it is necessary for the public welfare, health and safety that this ordinance take effect immediately upon passage, approval and publication according to law.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2012, with the Emergency Clause passed separately.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK  
(Seal)



John Alberts , Mayor & Council Member Ward II  
Nick Grba, Vice Mayor & Council Member Ward I  
Bob Bradway, Council Member Ward IV  
Dewayne Maxey, Council Member Ward III  
Ken Smith, Council Member At Large

**From the Office of the  
Community Development  
Director  
Mitchell Hort**

MEMO TO: City Manager & City Council  
FROM: Mitchell Hort, Planning Director  
DATE: April 11, 2012  
RE: Request to Rezone Stone Mill Phase IV – 3 N. Development

Attached are the minutes from the March 12, 2012, Planning Commission Meeting to rezone a portion of Stone Mill Phase IV from C-3 (Restricted Commercial District) to R-1 (Single Family Residential District)



Bob Bradway, Mayor & Council Member Ward IV  
John Tipps, Vice Mayor & Council Member At Large  
Nick Grba, Council Member Ward I  
John Alberts, Council Member Ward II  
Dewayne Maxey, Council Member Ward III

**Planning Commission Minutes  
March 12, 2012**

The City of Yukon Planning Commission held a meeting March 12, 2012 at 7:00 p.m. in the Centennial Building at 12 South 5<sup>th</sup> St.

Invocation was given by Commissioner McEachern  
Flag Salute was lead in unison by Vice-Chairman Doggett

ROLL CALL: (Present) Terry Beaver, Chairman  
Bob Doggett, Vice-Chairman  
Larry Taylor, Commissioner  
Earline Smaistrla, Commissioner  
Michael McEachern, Commissioner

OTHERS PRESENT: Mark Scroggins, Building Maintenance  
Mark Osby, City Attorney  
Cindy Wright, City Planner  
Mitchell Hort, Community Development  
Scarlett Ouren, Secretary

1. ITEM: APPROVAL OF THE MINUTES OF JANUARY 16, 2012 MEETING

Commissioner Taylor made a motion to accept the minutes as written, seconded by Vice-Chairman Doggett.

A roll call vote was taken.

The Vote:

Ayes: Smaistrla, McEachern, Beaver, Doggett, Taylor

Nays: None

Vote: 5-0

Motion Carried

2. ITEM: VISITORS

None

3. ITEM: CONSIDER AN APPLICATION BY 3N DEVELOPMENT TO REZONE A PORTION OF STONEMILL PHASE 4 FROM C-3 (RESTRICTED COMMERCIAL DISTRICT TO R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)

Lindsay Suttle with Crafton Tull spoke on behalf of the applicant. She explained that this was the last phase of Stone Mill and is asking to rezone the residential and commercial area. They are extending the residential a little further.

Chairman Beaver asked if there were any questions.

Commissioner Taylor said I was looking on the east side and it looks like it backs up to commercial so the residential won't go all the way to Yukon Parkway. Ms. Suttle said no it will not.

Commissioner McEachern said so there will be expensive home backing up to a commercial district. Ms. Suttle said that is correct.

Commissioner Taylor asked Ms. Suttle if she knew what his plans were for the commercial portion at this time. Ms. Suttle said she was really unsure at this time.

Chairman Beaver said John came and talked to us last year or the year before and told us. Commissioner Taylor said I am sure it will be nice. Chairman Beaver said I am sure. Ms. Suttle said it will be very nice and upscale. Chairman Beaver said all I can remember is that it would be retail.

Chairman Beaver asked Ms. Suttle if she could tell him where the residential will be and if there will be some sort of gap in there like for noise. Ms. Suttle said I know he is planning a slight buffer between the two like on the back of the commercial lots. I believe before he said something between 20 to 40 feet of some type of buffer back there.

Commissioner Taylor asked so will it be a wall or some sort of wood fences or do you know. Ms. Suttle said I don't know.

Chairman Beaver said this is just for our information we are not going to say yes or no.

Commissioner Taylor asked so do you know why he is wanting to make this a gated area in other words a gated subdivision within a subdivision. Ms. Suttle said I really don't know except that he came to us and just said he would like the area gated.

Commissioner McEachern said as I look at this diagram here and I guess since all of these items are interconnected and this has some issues with the other parts as well. Common area A & B here on the diagram are they currently where the ponds are located? Ms. Suttle said yes. Commissioner McEachern then asked so the common areas are the lakes that are shown. Ms. Suttle said yes. Commissioner McEachern said all of these homes down here on lots 18 & 19 on whatever section this is down here they go to the lake on the one side and it's the commercial on the other is that correct on where it is going to be. Ms. Suttle said yes. Commissioner McEachern said so when I look at this map it actually extends further over to Yukon Parkway. Ms. Suttle said yes that is correct. Common area A is actually where the existing lakes are. Commissioner McEachern said so there is actually a common area B shown there that is not a

lake. Ms. Suttle said it is very channelized and we are going to keep it in its natural state. Commissioner McEachern said there is a 20 foot drop in the property lines front to back as I looked at it. Ms. Suttle said that is right. As I recollect 20 feet generates a lot of high speed water.

Commissioner McEachern asked Mr. Hort if Robbie had done any looking at it. Mr. Hort said yes if you look back at the information where the Preliminary Plat information is at there is a letter from Robbie. They also did a master drainage plan. Commissioner McEachern said I saw the note back there but a 20 foot drop generates a lot of water back there pretty quickly and a lot of things we deal with deal with a lot of water and flooding in a lot of different places. With the first two lakes here it looks like a third lake or is it going to go around and go into this other lake on War Eagle. Ms. Suttle said what will happen here is in common area B there is an existing drainage channel and it will be maintained and we are placing a large drainage channel along Gilford Place to where it will be carried away. Commissioner McEachern said that is where the bridge is at. Ms. Suttle said yes. Commissioner McEachern asked does it connect and where is the high point in this?

Mr. Hort said the area you are looking at comes around and goes back to the west behind the houses. Commissioner McEachern asked so where is the highest point. Mr. Hort said east Parkland. Commissioner McEachern said so all of these lakes would come into play then is that right. Ms. Suttle said that is right. Commissioner McEachern said so you said that Robbie has looked at it. Mr. Hort said that is correct his letter is back here with the preliminary plat. His memo is here to review. Commissioner McEachern said yes I saw his letter back there when I read through the material but I. Commissioner Taylor said it says that it meets the minimum requirements. McEachern said yes, it concerned me when I read that and you're going to build a bridge for the west side going east. Mr. Hort said you might want to talk to Lindsay about the drainage; I think she is the one who ran the report so she could tell you about the amounts are the velocities that you are worried about.

Commissioner McEachern said it is a concern and it's a pretty substantial drop. Ms. Suttle said there is a lot of drainage that moves through there. And, on the existing ponds that are there in common area A we did a master drainage study on either phase I or phase III and we built a weir structure there that was built to handle this. There is plenty of detention there so everything should work.

Commissioner McEachern asked so do you have any idea how big that bridge is? Ms. Suttle said what we have there is the RCB size what will work for it is a 7x9 box. We will work with the manufacture to see what size the arch will need to be so it will work properly.

Commissioner McEachern said so it is going to be a roadway as well is that right. Ms. Suttle said that is correct. Commissioner McEachern said so the bridge will be something like 20 feet is that correct. Ms. Suttle said roughly. Commissioner McEachern said that was my major question was the drainage coming through there when you have 2 or 3 lakes in a row.

Mr. Hort said if I remember right the lakes were designed with detention and control structures. Commissioner McEachern said well they were when we talked about phase I, II and III. Ms. Suttle said yes and when we designed them we accounted for them to be included in them at that time. Commissioner McEachern asked if the city was going to be responsible for streets and sewer or if it would be the responsibility of the gated community.

Mr. Hort said the water and sewer lines and we are probably getting off task here that is further on down. But the water and sewer would probably be dedicated to the city. The street will be private maintenance but will be put in to city specs and standards. He further commented that we require all streets be put in to city standards. Commissioner McEachern asked who would be responsible for the cleaning of the drains. Mr. Hort said it depends. If it is part of the common area they would be responsible for that. But if it is the storm drains then the city would probably take care of that.

Chairman Beaver asked Lindsay if she had looked at the staff reports. Lindsay said yes. Chairman Beaver asked if she had questions about item 4, 5, 6 & 7 and if those items have changed any. Ms. Suttle asked which staff report you are looking at. Chairman Beaver said this is the item we are talking about now the preliminary plat.

Commissioner Taylor said well we are on rezoning right now. Chairman Beaver said I knew I was going to do that. Chairman Beaver asked if there were any more questions. Mr. Beaver said I will entertain a motion.

Mr. Hort asked the Chairman to address the audience and see if there was anyone who wanted to speak. Chairman Beaver asked if anyone wanted to discuss the rezoning.

Mr. Ron and Joy Stanley came to the podium and stated that they live at 608 Stone Mill Blvd. His only question is that the water drainage is south and it all goes downhill towards those lakes. And when they start moving dirt around that they are going to taper down away from us because when they built the house down west of us we used to have no problem with water because there was a normal swell there. When they built the house west of us the water came down onto us. The water that used to go south now lays in our driveway and I push it off with a squeegee which gets a little old. So I just want to know when they start moving dirt around south of us that they maintain the slope.

Chairman Beaver asked if he had talked to the developer about this. Mr. Stanley said he had and he hasn't got any answers.

Mrs. Joy Stanley came to the podium and explained that they were concerned about the drainage when they were building the house west of them and nothing was done. She stated they talked to the builder and nothing was done. We called the city and the city inspector came out and we were told that it was our fault because of the drainage. He said it was our fault and our house was the first house that was built on Stone Mill Blvd but it was our fault because we have drainage problems to the west and were concerned about drainage problems to the south of us. That's all it is and that is why we are here.

Commissioner McEachern asked if they indicated why they thought it was your fault. Ms. Stanley said he didn't. That's all he said is that it's your fault and we were the first house.

Commissioner Taylor asked how far up is 608 Stone Mill? Ms. Stanley explained that there are six houses there on Stone Mill Blvd on the south side and we are third from the west. Commissioner Taylor said so there is a vacant lot to the west of you. Mrs. Stanley said yes and there are two houses and then us. Commissioner Taylor said this project according to the City Engineer shouldn't cause you anymore problems and that is what we have just discussed.

Ms. Suttle came to the podium and said she was just looking at this and all of the streets in here particularly that first cul de sac we are cutting that street in and the dirt work will be done in such a manner that all the drainage will come south and into that pond.

Chairman Beaver asked when they were building over there did they put any straw bales or anything like that?

Mr. Stanley said the earlier houses you can see the normal drainage slopes to the east in that whole addition. But initially it was kind of different in that area it went south into this little swale area. The houses that were built before us you can tell they had similar problems. Each house has a little wall that goes over and drops down and we have no walls and water drains into our yard. Ms. Stanley said it's a mess. If you drive by our house you see mud in our driveway.

Chairman Beaver asked Mitchell what we could do to make sure this doesn't happen. Mr. Hort said if I remember right it was the City Engineer that she actually talked to her and that advised her. I am not sure of all the conversation. But the City Engineer was involved in that conversation.

Commissioner Taylor asked if it was something her builder should have done by putting in a retaining wall. Mr. Hort said I don't know I wasn't involved in the whole conversation but I do know that Robbie was the one who talked to her.

Chairman Beaver asked what we can do to make sure that this doesn't happen in this development.

Mr. Hort said that talking to Lindsay she's the one who told you that they are cutting the street down and grade it all to the south so there should not be anything going to the north.

Chairman Beaver asked the Stanley's to exchange their information with Lindsay that way if anything comes up you can get a hold of them and at least start with the developer. Chairman Beaver said he was looking for a motion.

Commissioner Taylor made a motion "In the case of the Application for Rezoning submitted by Tres N. Development, LLC, we have read the staff report and received testimony at the public hearing. We find ourselves in agreement with staff findings including all plans and attachments cited in the Staff Report. I move this item be recommended for approval to the City Council, " seconded by Vice Chairman Doggett.

A roll call vote was taken.

The Vote:

Ayes: McEachern, Smaistrila, Beaver, Doggett, Taylor

Nayes: None

Vote: 5-0

Motion Carried

**PLANNING COMMISSION**

**PUBLIC HEARING**

**March 12, 2012**

**7:30 p.m.**

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**SUBJECT: Conventional Rezoning for property located within the Stone Mill Addition  
(west of Yukon Parkway (formerly Mustang Road), south of Stone Mill  
Boulevard)**

Planner: Cindy Wright – Johnson & Associates (for Triad Design Group)  
Date: February 27, 2012

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The discussion herein considers the application materials received by Triad Design Group with respect to the goals, objectives, and policies of the 1996 Comprehensive Plan and subsequent updates; the Zoning Ordinance of the Yukon Code; and, an Application for Rezoning submitted by Tres N. Development, LLC, (contact: John Nail). This application is being considered concurrently with an application for a PUD and a Preliminary Plat. These items will be heard separately. The conclusions of these additional reviews are not reflected herein.

**I. PROPOSAL**

The applicant is requesting approval of an Application for Rezoning from the C-3 "Restricted Commercial" District to R-1, "Single-Family residential" District. The purpose of this rezoning is to permit the development of the property with single-family residential units. A second application for a PUD over this and additional property within the Stone Mill Addition will permit this section of the Addition to be gated. In discussions with staff and the City Attorney, it was decided that the rezoning, followed by the PUD application, was the most appropriate vehicle in which to accomplish all that is proposed.

**II. LOCATION**

The subject property is located within the Southeast Quarter (SE/4) of Section Twenty-Eight (28), Township Twelve North (T12N), Range Five West (R5W) and is generally located west of Mustang Road and south of Stone Mill Boulevard. The subject property is currently vacant.

**Adjacent Subdivisions, Zoning, and Land Uses:**

North: Property to the north is zoned R-1, Single-family Residential and is developed as such within the Stone Mill Addition.  
South: Property is zoned C-3 "Restricted Commercial" District and is predominantly vacant.  
East: Property is zoned C-3 "Restricted Commercial" district and lies within Stone Mill Addition Phase 3. The property is currently vacant. Yukon Parkway (formerly Mustang Road) is directly east of this commercially zoned property.  
West: Property to the west is currently zoned R-1, "Single-Family Residential" District and is developed as such within Stone Mill Addition, Section 3.

**III. DISCUSSION AND FINDINGS**

**The Comprehensive Plan**

- 1. The Comprehensive Plan designates this are for Low Intensity Residential development. Existing development is consistent with this designation. Staff finds the proposed rezoning consistent with the Plan's stated objectives and policies.
- 2. The proposed application is consistent with the character of the area and abutting properties.

**The Zoning Ordinance**

- 3. The Zoning Ordinance requires that all lots in the R-1 District meet the following area requirements:
  - a. Minimum Lot Area = 6,600 square feet
  - b. Minimum Lot Frontage = 60 feet
  - c. Maximum % Coverage = 35%
  - d. Minimum Front Yard = 25 feet
  - e. Minimum Rear Yard = 20% of depth of Lot
  - f. Maximum Height = 35 feet
  - g. Maximum Density = 7 du/ac

Any variance from these requirements to accommodate future subdividing of satellite pads should be reviewed prior to development of the site to ensure consistency with the development regulations in the district.

**V. RECOMMENDATION**

Considering findings 1 - 3 and other information provided herein, staff recommends that this application be recommended for approval to the City Council.

**VI. DRAFT MOTION (based on recommendation)**

"In the case of the Application for Rezoning submitted by Tres N. Development, LLC., we have read the staff report and received testimony at the public hearing. We find ourselves in agreement with staff findings including all plans and attachments cited in the Staff Report. I move that this item be recommended for approval to the City Council (...with the following conditions...)"

CONDITIONS:

- 1. -----

2.

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John Alberts , Mayor & Council Member Ward II  
Nick Grba, Vice Mayor & Council Member Ward I  
Bob Bradway, Council Member Ward IV  
Dewayne Maxey, Council Member Ward III  
Ken Smith, Council Member At Large

**From the Office of the  
Community Development  
Director  
Mitchell Hort**

MEMO TO: City Manager & City Council  
FROM: Mitchell Hort, Planning Director  
DATE: April 11, 2012  
RE: Preliminary Plat for Stone Mill Phase IV – 3 N. Development

Attached are the minutes from the March 14, 2012, Planning Commission Meeting for the preliminary plat of Stone Mill Phase IV / 3 N. Development.

4. ITEM: CONSIDER AN APPLICATION FOR 3N DEVELOPMENT FOR A REVISED PRELIMINARY PLAT OF STONE MILL PHASE 4

Chairman Beaver asked Lindsay to come up to the podium. He asked her if she was ok with the staff report and the items listed on the staff report. I am pointing these out because we have them as a condition on our motion and if any of those have been taken care of we can strike those from our motion.

Ms. Suttle explained that the revised preliminary plat involves the Phase IV for residential and the one commercial lot. As far as the conditions; the first one – Setbacks should reflect those approved in concurrent PUD Application which we agree with what we put forth in the PUD. On number two; the plat should be revised to show 20 – foot rear yard utility easements unless a variance is approved, we would like to request a variance in this case to hold with our current 15 foot utility easement in the rear particularly because some of these lots are so shallow and because of the size of the house and the possibility of building a pool in the backyard so they wouldn't encroach into the easement.

Chairman Beaver asked if they could put it in the motion it is pending on the acceptance of a variance. Chairman Taylor asked Mr. Hort if they would need to go to Board of Adjustments. Mr. Hort said the way I understood it I thought we could do it here on this. Commissioner Taylor then asked Mr. Osby if we could do it here or would it need to go to Board of Adjustment. Mr. Osby stated that it would need to go to the Board of Adjustment. Chairman Beaver said so in the motion we could say pending the variance before it goes to City Council.

Chairman Beaver asked about item number three where it says if a different layout is approved, access to Lot 1, Block 15, and Lot 1, Block 16 should be depicted as approved through the concurrent PUD application. Ms. Suttle said to hold with this layout having access to Lot 1, Block 16, and Lot 1, Block 15, having access on Stone Mill and providing limits of no access of just the site triangles since neither of those can gain access behind the gate.

Commissioner Taylor asked if they were looking for a different layout. Ms. Suttles said no this is what is in the PUD.

Cindy Wright the city planner asked if she could say something. Chairman Beaver said sure go ahead. Ms. Wright said there were actually two things as far as those two lots they are sitting up and we discussed this because of the way they are laid out you really can't access them once you get into the gates. So the limits of no access where they are showing at the site triangles should really be extended to the edge of the property if they are going to be taking access from the main drag. Secondly, there are conditions that are to be discussed through the PUD which this preliminary plat hinges upon so I defer to the counselor here. If the PUD should be voted on first to establish the setbacks and some of the other items that are mentioned in the prelim before voting on the prelim plat. Otherwise we are approving the plat depending on something that has not been approved yet. Chairman Beaver asked if this should be removed. Commissioner Taylor said it should be tabled. Mr. Osby said it should be tabled. He further said to table this item and go to item 5 and then after it could be picked back up after item 5.

Commissioner Taylor made a motion to table Item 4 and pick back up after Item 5.

A roll call vote was taken.

The Vote:

Ayes: Doggett, Smaistrila, Beaver, Taylor, McEachern

Nays: None

Vote: 5-0

Motion Carried

5. ITEM: CONSIDER AN APPLICATION BY 3N DEVELOPMENT FOR A PLANNED UNIT DEVELOPMENT FOR A PORTION OF STONE MILL PHASE 4

Commissioner Taylor asked Lindsay if she submitted a copy of the covenants. She said yes, that I believe that John Nail had submitted an example and it is towards the back of the agenda.

Commissioner Taylor said it is Item 5 where they are talking about those two lots.

Vice Chairman Doggett said condition number three talks about the setbacks can you talk about that a little bit. Ms. Suttle said the lots along Stone Mill Court we are proposing a 10 foot building line on all of those, due to the shorter depths of those lots and the garage setback would still be 25 feet. Vice Chairman Doggett said so those are the lots facing the commercial. Ms. Suttle said it is all lots along Stone Mill Court. Ms. Suttle said it was on number 3 that it was discussed that some of them would not have the 25 foot setback only on the cul de sac. We would like to delete this condition because on the cul de sac in particular Lot 5 & 6 of Block 19 there is an additional pipeline easement on the back so we would like the 10 feet setback on all the lots on Stone Mill Court as spelled out in the PUD

Chairman Taylor said well the utilities will be obviously buried along here. Ms. Suttle said yes. Chairman Taylor asked if the 10 feet would be large enough to get all the utilities in. Ms. Suttle stated that the sewer will be in the back of the lots. There will still be room in the right of way plus the 10 foot so there will be plenty of room for the water and everything else that is needed. Commissioner Taylor asked if the garages were going to be located in the rear or on the side. Ms. Suttle said I really don't know.

Chairman Beaver said so the garages will be facing the back. Commissioner Taylor said not facing the back it is located in the back. Commissioner Beaver said that is what I meant located in the back. Is it like a Dallas style home Commissioner Beaver asked Mitchell if it was allowed by ordinance to have a garage in the back? Mr. Hort said no. Basically the reason the garage has a 25 foot setback is to allow room for parking if that is what you're asking. This keeps the vehicles from parking in the street. He further said that some would be front entrances because there is no way it would be wide enough or deep enough so most of them are going to be front entrance.

Commissioner Taylor asked Ms. Suttle if she was aware of what Cindy was asking. Ms. Suttle said yes.

Ms. Wright asked if there would be a problem with extending the limits of no access on those two lots by the gate around to War Eagle. Ms. Suttle said no that would not be a problem at all. Cindy said it needed to be worded that limits of no access should include the site triangle and

along the frontage of War Eagle.

Commissioner Taylor asked Lindsay about condition number three and if she wanted it all deleted are just part of it. Lindsay said the way they had interpreted it was that some of the lots would have 25 feet and some would have 10 feet. But we would prefer them all to have 10 foot. Mr. Hort said and that is from the property line so that's about 22 feet from the curb line. So that means that the front of the house will be about 22 feet from the front of the curb line and the garage would be another 15 feet.

Vice Chairman Doggett said the effect of that is that it makes the front of the yards a little smaller. Commissioner Taylor asked Mr. Hort if the staff has a problem with that. Mr. Hort said that is the reason they are here is to ask for those variances and a PUD allows that. Commissioner Taylor said I understand that and again I am going to ask you does the city have a problem with that. Mr. Hort replied that everyone has looked at this and no one has had anything to be concerned about if you are talking about internal staff. Commissioner Taylor said the idea would be to delete item three.

Ms. Wright had a question regarding Lot 5 of Block 18 there is indicated on the plat a 15 foot utility easement and is there a particular reason why that one lot was different. Mr. Hort said that he thought it has a utility easement was the reason. Ms. Settle stated that the sanitary sewer was there. Ms. Wright said instead of deleting the condition word it like number two that a 10 foot setback with the exception of Lot 5, Block 18.

Commissioner McEachern asked about the five cars outside the gate and asked Cindy to tell him what that means. Ms. Wright said it was to ensure a five car stacking from the main street preventing cars from being parked back in the street. Commissioner McEachern asked if that was long enough. Ms. Suttle said yes, where the gate is actually going to be placed that is possible. It is hard to tell from the plat but the road will curve over some so there will be more than the straight road to allow more room for stacking.

Chairman Beaver asked Mr. Hort if they could strike item number four regarding the covenants and restrictions. Mr. Hort said if you will look it says that they are required before the final plat.

Commissioner McEachern asked if this plat was like the final plat. Ms. Suttle said this is pretty much it. We have done all the construction plans and have routed them through the city and they have all been approved so far. It is what the final plat will be.

Mr. Hort said we have been advised to not have the final and preliminary plat at the same time so that is why we are just looking at the preliminary plat at this time and will look at the final plat at the next meeting. That way when they bring the final plat back there are very little changes or corrections. We have had them in the past where there is so much going on with the rezoning, the preliminary plat, final plat and then you throw a PUD in there then there is a whole lot going on and we try to limit that so it doesn't get so confusing. Commissioner Taylor said that is correct I had asked for that.

Chairman Beaver asked if anyone had any questions or anyone in the audience. Being none Chairman Beaver asked for a motion.

Commissioner Taylor made a motion "In the case of the application for rezoning submitted by Tres N. Development, LLC, we have read the staff report and received testimony at the public hearing. We find ourselves in agreement with staff findings including all plans and attachments cited in the staff report. I move that this item be recommended for approval to the City Council with the following conditions:

- 1) Access of Stone Mill Boulevard is permitted for Lot 1, Block 15, and Lot 1, Block 16; Limits of No Access shall be placed along the site triangles of these two lots and War Eagle Lane.
- 2) Gating of this PUD is permitted with a minimum of 5 cars accommodated outside of the gates.
- 3) All lots on Stone Mill Court shall have a 10 foot setback except for Lot 5, Block 18 which will have a 15 foot setback.
- 4) A copy of the covenants and restrictions covering this PUD shall be submitted to the Community Development Director prior to the approval of the Final Plat."

Seconded, by Vice Chairman Doggett.

A roll call vote was taken.

The Vote:

Ayes: McEachern, Smaistrila, Beaver, Doggett, Taylor

Nays: None

Vote: 5-0

Motion Carried

4. ITEM: CONSIDER AN APPLICATION FOR 3N DEVELOPMENT FOR A REVISED PRELIMINARY PLAT OF STONE MILL PHASE 4

Mr. Osby stated that because of the order that we have done this since the PUD has been approved there is no need for a variance for condition number two.

Vice Chairman Doggett asked there is no reason for condition number three then is there. Mr. Osby said no that can be deleted.

Ms. Wright said the same for condition number one.

Commissioner Taylor said so we don't have any conditions at all. Chairman Beaver and Ms. Wright said no we would still have condition number 4.

Chairman Beaver asked if there were any questions. Being none Chairman Beaver said he would entertain a motion.

Vice Chairman Doggett made a motion "In the case of the application for a preliminary plat submitted by Tres N. Development, LLC, we have read the staff report and received testimony at the public hearing. We find ourselves in agreement with staff findings including all plans and attachments cited in the Staff Reports. I move that this item be approved with the following condition:

- 1) The names of adjacent property owners are to be notated on the plat."

Seconded by Commissioner Taylor.

The Vote:

Ayes: Smaistrila, Doggett, Beaver, Taylor, McEachern

Nays: None

Vote: 5-0

Motion Carried

5. ITEM: RECEIVE & DISCUSS PRESENTATION FOR OPEN MEETING ACT.  
Mark Osby gave a power point presentation regarding the regulations and guidelines to the open meetings act. Commissioner Taylor thanked Mr. Osby for doing so and said it was the first time he believed in all of his time serving in government that this has been presented. He had learned it on his own.
7. ITEM: NEW BUSINESS  
None
8. ITEM: OPEN DISCUSSION  
Commissioner Taylor wanted to congratulate Commissioner McEachern for being elected to City Council and thanked him for his service on the Planning Commission.
9. ITEM: ADJOURNMENT – NEXT MEETING APRIL 9, 2012  
Meeting adjourned at 8:13 p.m.

PLANNING COMMISSION  
PUBLIC HEARING  
March 12, 2012  
7:30 p.m.

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**SUBJECT:** Preliminary Plat for property located within the Stone Mill Addition (west of Yukon Parkway (Mustang Road), south of Stone Mill Boulevard)

Staff Report

Planner: Cindy Wright - Johnson & Associates (for Triad Design Group)

Date: March 2, 2012

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The discussion herein considers the application materials received by Triad Design Group with respect to the goals, objectives, and policies of the 1996 Comprehensive Plan and subsequent updates; the Zoning Ordinance of the Yukon Code; and, an Application for Rezoning submitted by Tres N. Development, LLC, (contact: John Nail). This application is being considered concurrently with an application for a conventional rezoning, and a PUD. These items will be heard separately. The conclusions of these additional reviews are not reflected herein; however, the final vote for the Preliminary Plat should be held until such time as an approval of the preceding zone change applications for the subject property have been achieved.

## I. PROPOSAL

The applicant is requesting approval of a preliminary plat containing 55 lots on 37.99 acres. The Applicant proposes to establish Phase 4 of Stone Mill Addition that is gated. This portion is on the property for which two concurrent Rezoning applications have been submitted.

## II. LOCATION

The subject property is located within the Southeast Quarter (SE/4) of Section Twenty-Eight (28), Township Twelve North (T12N), Range Five West (R5W) and is generally located west of Mustang Road and south of Stone Mill Boulevard. The subject property is currently vacant.

### Adjacent Subdivisions, Zoning, and Land Uses:

North: Property to the north is zoned R-1, Single-family Residential and is developed as such within the Stone Mill Addition, Phase 2.

South: Property is zoned C-3 "Restricted Commercial" District and is unplatted. This property is predominantly vacant.

- East: Property is zoned C-3 "Restricted Commercial" district and lies within Stone Mill Addition Phase 3. The property is currently vacant. Yukon Parkway (formerly Mustang Road) is directly east of this commercially zoned property.
- West: Property to the west is currently zoned R-1, "Single-Family Residential" District and is developed as such within Stone Mill Addition, Section 3.

### III. DISCUSSION AND FINDINGS

#### The Comprehensive Plan

1. The Comprehensive Plan designates this are for Low Intensity Residential development. Existing development is consistent with this designation. Staff finds the proposed rezoning consistent with the Plan's stated objectives and policies.
2. The proposed application is consistent with the character of the area and abutting properties.

#### The Zoning Ordinance

3. The subject property is subject to concurrent rezoning applications; a conventional rezone to change a portion of the property from C-3, "Restricted Commercial" District to R-1, "Single-Family Residential" District; and an application to apply a PUD Overlay to permit gating, raise the maximum height and decrease front yard setback. The proposed development will be consistent with the proposed zoning upon approval of those applications.
4. The Zoning Ordinance requires that all lots in the R-1 District meet the following area requirements:
  - a. Minimum Lot Area = 6,600 square feet
  - b. Minimum Lot Frontage = 60 feet
  - c. Maximum % Coverage = 35%
  - d. Minimum Front Yard = 25 feet
  - e. Minimum Rear Yard = 20% of depth of Lot
  - f. Maximum Height = 35 feet
  - g. Maximum Density = 7 du/ac

Setbacks will be set through the approval of the accompanying PUD. If varying setbacks are approved, those setbacks need to be reflected on this plat.

**The Subdivision Regulations**

5. Per Subdivision regulations, rear yard easements shall be at least twenty (20) feet wide or no less than fifteen (15) is only half of the easement is platted. Most of the interior easements are shown as only 15 feet wide. **Twenty (20) foot rear yard easements need to be accommodated on this plat where feasible or a variance sought.**
6. **If a different layout is approved, access to Lot 1, Block 15 and Lot 1, Block 16 should be depicted as approved through the concurrent PUD application.**
7. Per Subdivision regulations, the names of adjacent property owners are to be noted on the plat. This was not done on the submitted plat. **The applicant should submit a revised Preliminary to meet this requirement.**

**Additional Comments**

8. A revised Preliminary Plat incorporating all of the changes recommended by Planning Commission must be submitted for staff review 2 weeks prior to the City Council hearing.

**V. RECOMMENDATION**

Considering findings 1 through 8 and other information provided herein, staff recommends that this application be recommended for approval to the City Council with the recommended revisions/language modifications contained herein.

**VI. DRAFT MOTION (based on recommendation)**

"In the case of the Application for a Preliminary Plat submitted by Tres N. Development, LLC, we have read the staff report and received testimony at the public hearing. We find ourselves in agreement with staff findings including all plans and attachments cited in the Staff Reports. I move that this item be approved (...with the following conditions...)"

**CONDITIONS:**

1. Setbacks should reflect those approved in the concurrent PUD application.  
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2. The plat should be revised to show 20-foot rear yard utility easements unless a variance is approved.  
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3. If a different layout is approved, access to Lot 1, Block 15 and Lot 1, Block 16 should be depicted as approved through the concurrent PUD application.

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4. The names of adjacent property owners are to be noted on the plat.  
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John Alberts , Mayor & Council Member Ward II  
Nick Grba, Vice Mayor & Council Member Ward I  
Bob Bradway, Council Member Ward IV  
Dewayne Maxey, Council Member Ward III  
Ken Smith, Council Member At Large

From the Office of the  
Community Development  
Director  
**Mitchell Hort**

MEMO TO: City Manager & City Council  
FROM: Mitchell Hort, Planning Director  
DATE: April 11, 2012  
RE: Planned Unit Development for Stone Mill Phase IV – 3 N. Development

Attached are the minutes from the March 14, 2012, Planning Commission Meeting for the Planned Unit Development of Stone Mill Phase IV / 3 N. Development.

A roll call vote was taken.

The Vote:

Ayes: Doggett, Smaistrila, Beaver, Taylor, McEachern

Nays: None

Vote: 5-0

Motion Carried

5. ITEM: CONSIDER AN APPLICATION BY 3N DEVELOPMENT FOR A PLANNED UNIT DEVELOPMENT FOR A PORTION OF STONE MILL PHASE 4

Commissioner Taylor asked Lindsay if she submitted a copy of the covenants. She said yes, that I believe that John Nail had submitted an example and it is towards the back of the agenda.

Commissioner Taylor said it is Item 5 where they are talking about those two lots.

Vice Chairman Doggett said condition number three talks about the setbacks can you talk about that a little bit. Ms. Suttle said the lots along Stone Mill Court we are proposing a 10 foot building line on all of those, due to the shorter depths of those lots and the garage setback would still be 25 feet. Vice Chairman Doggett said so those are the lots facing the commercial. Ms. Suttle said it is all lots along Stone Mill Court. Ms. Suttle said it was on number 3 that it was discussed that some of them would not have the 25 foot setback only on the cul de sac. We would like to delete this condition because on the cul de sac in particular Lot 5 & 6 of Block 19 there is an additional pipeline easement on the back so we would like the 10 feet setback on all the lots on Stone Mill Court as spelled out in the PUD

Chairman Taylor said well the utilities will be obviously buried along here. Ms. Suttle said yes. Chairman Taylor asked if the 10 feet would be large enough to get all the utilities in. Ms. Suttle stated that the sewer will be in the back of the lots. There will still be room in the right of way plus the 10 foot so there will be plenty of room for the water and everything else that is needed. Commissioner Taylor asked if the garages were going to be located in the rear or on the side. Ms. Suttle said I really don't know.

Chairman Beaver said so the garages will be facing the back. Commissioner Taylor said not facing the back it is located in the back. Commissioner Beaver said that is what I meant located in the back. Is it like a Dallas style home Commissioner Beaver asked Mitchell if it was allowed by ordinance to have a garage in the back? Mr. Hort said no. Basically the reason the garage has a 25 foot setback is to allow room for parking if that is what you're asking. This keeps the vehicles from parking in the street. He further said that some would be front entrances because there is no way it would be wide enough or deep enough so most of them are going to be front entrance.

Commissioner Taylor asked Ms. Suttle if she was aware of what Cindy was asking. Ms. Suttle said yes.

Ms. Wright asked if there would be a problem with extending the limits of no access on those two lots by the gate around to War Eagle. Ms. Suttle said no that would not be a problem at all. Cindy said it needed to be worded that limits of no access should include the site triangle and

along the frontage of War Eagle.

Commissioner Taylor asked Lindsay about condition number three and if she wanted it all deleted are just part of it. Lindsay said the way they had interpreted it was that some of the lots would have 25 feet and some would have 10 feet. But we would prefer them all to have 10 foot. Mr. Hort said and that is from the property line so that's about 22 feet from the curb line. So that means that the front of the house will be about 22 feet from the front of the curb line and the garage would be another 15 feet.

Vice Chairman Doggett said the effect of that is that it makes the front of the yards a little smaller. Commissioner Taylor asked Mr. Hort if the staff has a problem with that. Mr. Hort said that is the reason they are here is to ask for those variances and a PUD allows that. Commissioner Taylor said I understand that and again I am going to ask you does the city have a problem with that. Mr. Hort replied that everyone has looked at this and no one has had anything to be concerned about if you are talking about internal staff. Commissioner Taylor said the idea would be to delete item three.

Ms. Wright had a question regarding Lot 5 of Block 18 there is indicated on the plat a 15 foot utility easement and is there a particular reason why that one lot was different. Mr. Hort said that he thought it has a utility easement was the reason. Ms. Settle stated that the sanitary sewer was there. Ms. Wright said instead of deleting the condition word it like number two that a 10 foot setback with the exception of Lot 5, Block 18.

Commissioner McEachern asked about the five cars outside the gate and asked Cindy to tell him what that means. Ms. Wright said it was to ensure a five car stacking from the main street preventing cars from being parked back in the street. Commissioner McEachern asked if that was long enough. Ms. Suttle said yes, where the gate is actually going to be placed that is possible. It is hard to tell from the plat but the road will curve over some so there will be more than the straight road to allow more room for stacking.

Chairman Beaver asked Mr. Hort if they could strike item number four regarding the covenants and restrictions. Mr. Hort said if you will look it says that they are required before the final plat.

Commissioner McEachern asked if this plat was like the final plat. Ms. Suttle said this is pretty much it. We have done all the construction plans and have routed them through the city and they have all been approved so far. It is what the final plat will be.

Mr. Hort said we have been advised to not have the final and preliminary plat at the same time so that is why we are just looking at the preliminary plat at this time and will look at the final plat at the next meeting. That way when they bring the final plat back there are very little changes or corrections. We have had them in the past where there is so much going on with the rezoning, the preliminary plat, final plat and then you throw a PUD in there then there is a whole lot going on and we try to limit that so it doesn't get so confusing. Commissioner Taylor said that is correct I had asked for that.

Chairman Beaver asked if anyone had any questions or anyone in the audience. Being none Chairman Beaver asked for a motion.

Commissioner Taylor made a motion "In the case of the application for rezoning submitted by Tres N. Development, LLC, we have read the staff report and received testimony at the public hearing. We find ourselves in agreement with staff findings including all plans and attachments cited in the staff report. I move that this item be recommended for approval to the City Council with the following conditions:

- 1) Access of Stone Mill Boulevard is permitted for Lot 1, Block 15, and Lot 1, Block 16; Limits of No Access shall be placed along the site triangles of these two lots and War Eagle Lane.
- 2) Gating of this PUD is permitted with a minimum of 5 cars accommodated outside of the gates.
- 3) All lots on Stone Mill Court shall have a 10 foot setback except for Lot 5, Block 18 which will have a 15 foot setback.
- 4) A copy of the covenants and restrictions covering this PUD shall be submitted to the Community Development Director prior to the approval of the Final Plat."

Seconded, by Vice Chairman Doggett.

A roll call vote was taken.

The Vote:

Ayes: McEachern, Smaistrila, Beaver, Doggett, Taylor

Nays: None

Vote: 5-0

Motion Carried

4. ITEM: CONSIDER AN APPLICATION FOR 3N DEVELOPMENT FOR A REVISED PRELIMINARY PLAT OF STONE MILL PHASE 4

Mr. Osby stated that because of the order that we have done this since the PUD has been approved there is no need for a variance for condition number two.

Vice Chairman Doggett asked there is no reason for condition number three then is there. Mr. Osby said no that can be deleted.

Ms. Wright said the same for condition number one.

Commissioner Taylor said so we don't have any conditions at all. Chairman Beaver and Ms. Wright said no we would still have condition number 4.

Chairman Beaver asked if there were any questions. Being none Chairman Beaver said he would entertain a motion.

Vice Chairman Doggett made a motion "In the case of the application for a preliminary plat submitted by Tres N. Development, LLC, we have read the staff report and received testimony at the public hearing. We find ourselves in agreement with staff findings including all plans and attachments cited in the Staff Reports. I move that this item be approved with the following condition:

- 1) The names of adjacent property owners are to be notated on the plat."

PLANNING COMMISSION  
PUBLIC HEARING  
March 12, 2012  
7:30 p.m.

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**SUBJECT:** Rezoning (PUD Overlay) for property located within the Stone Mill Addition (west of Yukon Parkway, south of Stone Mill Boulevard)

Planner: Cindy Wright - Johnson & Associates (for Triad Design Group)  
Date: March 2, 2012

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The discussion herein considers the application materials received by Triad Design Group with respect to the goals, objectives, and policies of the 1996 Comprehensive Plan and subsequent updates; the Zoning Ordinance of the Yukon Code; and, an Application for Rezoning submitted by Tres N. Development, LLC, (contact: John Nail). This application is being considered concurrently with an application for a conventional rezoning and a Preliminary Plat. These items will be heard separately. The conclusions of these additional reviews are not reflected herein; however, the final vote for the PUD should be held until such time as an approval of the preceding conventional zone change application for commercial portions of the property have been achieved.

## I. PROPOSAL

The applicant is requesting approval of an Application for Rezoning from the R-1 "Single-Family Residential" District to a Planned Unit Development with the same underlying zoning of R-1 "Single-Family Residential". The purpose of this PUD is not to change the zoning designation but to permit this portion of the Stone Mill Addition to be gated, permit maximum structure heights of 45 feet and to permit front yard setbacks of 10 feet on some lots. In discussions with staff, it was decided that the PUD document was the most appropriate vehicle in which to accomplish this.

## II. LOCATION

The subject property is located within the Southeast Quarter (SE/4) of Section Twenty-Eight (28), Township Twelve North (T12N), Range Five West (R5W) and is generally located west of Mustang Road and south of Stone Mill Boulevard. The subject property is currently vacant.

### Adjacent Subdivisions, Zoning, and Land Uses:

North: Property to the north is zoned R-1, Single-family Residential and is developed as such within the Stone Mill Addition, Phase 2.

- South: Property is zoned C-3 "Restricted Commercial" District and is unplatted. This property is predominantly vacant.
- East: Property is zoned C-3 "Restricted Commercial" district and lies within Stone Mill Addition Phase 3. The property is currently vacant. Yukon Parkway (formerly Mustang Road) is directly east of this commercially zoned property.
- West: Property to the west is currently zoned R-1, "Single-Family Residential" District and is developed as such within Stone Mill Addition, Section 3.

### III. DISCUSSION AND FINDINGS

#### The Comprehensive Plan

1. The Comprehensive Plan designates this area for Low Intensity Residential development. Existing development is consistent with this designation. Staff finds the proposed rezoning consistent with the Plan's stated objectives and policies.
2. The proposed application is consistent with the character of the area and abutting properties.

#### The Zoning Ordinance

3. The Zoning Ordinance requires that all lots in the R-1 District meet the following area requirements:
  - a. Minimum Lot Area = 6,600 square feet
  - b. Minimum Lot Frontage = 60 feet
  - c. Maximum % Coverage = 35%
  - d. Minimum Front Yard = 25 feet
  - e. Minimum Rear Yard = 20% of depth of Lot
  - f. Maximum Height = 35 feet
  - g. Maximum Density = 7 du/ac

Any variance from these requirements to accommodate future subdividing of satellite pads should be reviewed prior to development of the site to ensure consistency with the development regulations in the district.

4. According to the Code, a copy of the Covenants and restrictions should be submitted along with the PUD application. As of the writing of this report, staff has not received a copy. Staff understands that it is fairly early in the process of development to perhaps have a final copy; however, **staff requests that a copy be submitted prior to the approval of the Final Plat.**

## Design Comments and Requested Revisions

5. On page 5, under the paragraph entitled "Access Regulations", the PUD states that Lot 1, Block 15 and Lot 1, Block 16 will have access off of Stone Mill Boulevard with Limits of No Access established at the sight triangles. Staff had expressed concern prior to submittal of this PUD regarding the access of these two lots via Stone Mill Boulevard and the fact that they would not be behind the gates. However, based on design constraints (lot configuration and needed depth for stacking at the gates), these lots cannot be accommodated behind the gates. Setbacks have been set in the document based on the orientation of the units on these two lots (staff assumes that the front of the structure on Lot 1, Block 15 will be oriented to the east based on the 25-foot setback while the structure on Lot 1 Block 16 will be oriented to the north). Limits of No Access will be established at the sight triangles at the intersection of Stone Mill Boulevard and War Eagle Lane.

A minimum stacking of 5 cars on the outside of the proposed gates is established in the PUD.

6. On page 6, under the paragraph entitled "Height Regulations", a maximum height is established for all structures at 45 feet. **This maximum roof height is a variance to the Code that permits a maximum height of 35 feet for single-family homes.**
7. On page 6, under the paragraph entitled "Setback Regulations", the PUD permits lots with frontage along Stone Mill Court to have a front building setback of 10 feet with an accompanying garage setback of 25 feet. While staff understands that the reduced setback is primarily due to the shallow depth of the lots along this street, some lots do have a depth equal to or greater than lots west of Stone Mill Court. Since we have the benefit of having the proposed Preliminary Plat as a guide, **Staff would recommend that lots 3-7 of Block 19 and Lot 6 of Block 18 provide the standard 25-foot front yard setback. Variances could be approved for the other lots for a 10-foot setback with 25-foot garage setback with the exception of Lot 5 of Block 18 that shows a 15-foot setback on the proposed Preliminary Plat.**

## V. RECOMMENDATION

Considering findings 1 through 7 and other information provided herein, staff recommends that this application be recommended for approval to the City Council with the recommended revisions/language modifications contained herein.

## VI. DRAFT MOTION (based on recommendation)

"In the case of the Application for Rezoning submitted by Tres N. Development, LLC, we have read the staff report and received testimony at the public hearing. We find ourselves in agreement with staff findings including all plans and attachments cited in the Staff Report. I

move that this item be recommended for approval to the City Council (...with the following conditions...)"

CONDITIONS:

1. Access off Stone Mill Boulevard is permitted for Lot 1, Block 15 and Lot 1, Block 16. Limits of No Access shall be placed along the sight triangles of these two lots.  
-----
2. Gating of this PUD is permitted with a minimum of 5 cars accommodated outside of the gates.  
-----
3. Lots 3-7 of Block 19 and Lot 6 of Block 18 shall provide the standard 25-foot front yard setback. The remainder of lots fronting Stone Mill Court shall be permitted to have a main structure setback of 10 feet with an accompanying garage setback of 25 feet. The exception is Lot 5 of Block 18 that will be permitted a 15-foot main structure setback with an accompanying garage setback of 25 feet.

OR

Delete this condition

-----

4. A copy of the Covenants and Restrictions covering this PUD shall be submitted to the Community Development Director prior to the approval of the Final Plat.

**CONDITIONS, RESTRICTIONS, COVENANT AND EASEMENTS**

**FOR**

**Waters Edge at Stone Mill**

THIS DECLARATION made effective March 30, 2012, by 3N Development, an Oklahoma Limited Liability Company, having a mailing address of PO Box 850897, Yukon, OK 73085-0897 (the "Declarant").

**RECITALS**

A. Declarant owns a certain tract of land located in Canadian County, Oklahoma. The tract (hereinafter called the "Property") consists of all of the real property described as follows, to-wit:

**EXHIBIT "A"**

The real property described on the attach Exhibit "A" is also the same real property described and depicted in the certain plat filed with the Canadian Country Clerk on \_\_\_\_\_  
**PLAT BOOK \_\_\_ AT PAGES \_\_\_\_\_.**

B. The Declarant desires to subject the Property, which is platted into blocks, lots, streets, common areas and easements, for residential development under the name of Waters Edge at Stone Mill, including as part thereof permanent open areas, creek, pond, private streets, improvements, structures erected or to be erected thereon, and other common elements for the benefit of this particular community, to the covenants, conditions and restrictions set forth below which are for the purpose of protecting the value and desirability of the Property and the Lots, and are for the purpose of distributing among the Lot Owners the cost of maintaining and operating the Common Areas and Common Expenses within the Property, and any improvements constructed thereon.

C. Declarant hereby declares that the Property shall be held, sold and conveyed subject to the covenants, conditions and restrictions set forth below.

D. Owner (as defined below) acknowledges that although the Association has not been established as of the effective date of these Covenants, assessments are due and payable at the time that each Lot is conveyed to Owner, such assessments made by Declarant until the Association is established.

E. Declarant, in Declarant's sole and absolute discretion, may form the Association at anytime. If the Association is not formed earlier, then the Association shall be formed immediately upon the sale of last Lot to an Owner.

F. Owner acknowledges that streets are not maintained by the City of Yukon in gated area. The Association must maintain the streets at all times.

G. All references to duties, powers, obligations, right of "Association" and "Board" shall also be interpreted to mean/include Declarant, since Declarant is first responsible.

## ARTICLE ONE

### 1.0 DEFINITIONS

(a) Architectural Committee. "Architectural Committee" shall retain the meaning as set forth below in section 7.03.

(b) Articles. "Articles" shall mean the duly adopted Articles of Association for Waters Edge at Stone Mill as filed anytime here after with the office of the County Clerk for Canadian County, Oklahoma, pursuant to 60 O.S. § §851-856, as the same may be amended from time to time.

(c) Association. "Association" means the Waters Edge at Stone Mill Homeowners' Association, which is currently unincorporated, but which may be incorporated at some later date by the Declarant; whose members of which shall be all the owners of the Lots in Waters Edge at Stone Mill.

(d) Bylaws. "Bylaws" shall mean the duly adopted Bylaws of the Association, as the same may be amended, changed or modified from time to time.

(e) Board of Directors or Board. "Board of Directors" or "Board" shall mean the Board of Directors of the Association as selected pursuant to the provisions of the Bylaws.

(f) Common Area. "Common Area" means those areas of land, designated on the recorded subdivision plats of the Property as "open space", intended to be owned by the Association and devoted to the common use and enjoyment of the owners of the Lots.

1.1 All of the area on the Plat referenced in the Recitals above, which are not included in the numerically identified Lots to be separately owned (sometimes referred to as "Common Area");

1.2 The entrance(s) improvements and entrance island(s), landscaping, water detention pond(s) or areas designed to hold or drain surface water, creeks, trails, improvements located within the Common Area, including but not limited to, recreational amenities, utilities, in or associated with the Common Elements, water sprinkler system, lamps and posts, signage, whether or not graphically shown on the Plat referenced in the Recitals above;

1.3 Entrance masonry walls and any perimeter fence installed by Developer;

1.4 Any private streets, utility easements and drainage easements or right of ways granted to the Association.

- 1.5 All equipment, entry gates and openers, apparatus and installations existing or installed for common use;
- 1.6 Those installations of central services including power, common lighting, gas irrigation and water service, up to the connection to a Lot, and all utilities servicing Common Areas.

(g) Common Expenses. “Common Expenses” shall mean the following:

- 1.1 Expenses of management and administration, maintenance, operation, improvements, utilities, repair or replacement of the Common Areas, including the private streets, walkways on Common Areas, entrance gate, and creek or pond area to the extent such expenses are to be borne by the Association under the terms of this Declaration;
- 1.2 Amounts reasonably served by the Association for payment of Common Expenses, including the Reserve Fund Requirement set forth in Article Six of these Covenants;
- 1.3 Expenses agreed upon as common by Lot Owners acting through the Association; and
- 1.4 Expenses declared common by the provisions of the Declaration or by the Bylaws in force as of date hereof or as they may later be amended.

(h) Declarant. “Declarant” means 3N Development, L.L.C., and Oklahoma Limited Liability Company, and Declarant’s successors and assigns.

(i) Declaration. “Declaration” means this instrument, by which the Property is submitted to the provisions of 60 O.S. § 851-856, together with such amendments to this instrument as may hereafter from time to time be lawfully made.

(j) Developer. “Developer” shall mean the same as “Declarant” as defined in Section 1.0 (h) above.

(k) Land. “Land” shall mean the same as the “Property” which is described on the attached Exhibit “A”, which is subject to the recorded plat, which is referenced in the Recitals above.

(l) Lot Owner. “Lot Owner” means the person, or legal entity, or the combination thereof, including contract sellers, holding the record fee simple or perpetually renewable leasehold title to a Lot in the Property, as the Lot is now or may from time to time hereafter be created or established. If more than one person, or other legal entity or any combination thereof, holds the record title to any Lot, all of them shall be deemed a single record owner and shall be a

single member of the Association by virtue of their ownership of the Lot. The term "Lot Owner" or "Owner", shall not mean any contract purchaser, nor shall it include any mortgagee or other person or legal entity holding an interest in a Lot as security for the performance of an obligation. Notwithstanding anything to contract herein, Declarant, in its sole discretion, may allow split Lots to be conveyed to Lot Owners.

(m) Majority of Lot Owners. "Majority of Lot Owners" mean the owners of more than fifty percent (50%) of the Lots. Any specified percentage of Lot Owners means such percentage in the aggregate of such ownership of Lots.

(n) Member. "Member" shall mean the same meaning as an Owner.

(o) Owner. "Owner" shall mean the same as "Lot Owner" as defined in Section 1.0 (l) above. Owner shall have the same meaning as a Member.

(p) Person. "Person" means an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof.

(q) Property. "Property" means all of the land described on Exhibit "A" attached hereto, being the same parcel of real property shown on the Plat of Waters Edge at Stone Mill, as identified in the Recitals above, and such additional land as may be subjected to this Declaration under the provisions of Article Two below. The Property is also referred to herein as the "Land".

(r) Single Family. "Single Family" shall mean one or more persons each related to the other by blood, marriage, legal adoption or legal guardianship, or a group of not more than three persons not all so related, who maintain a common household in a Residence.

(s) Board and Association. All references to duties, powers, obligations, rights of "Association" and "Board" shall also be interpreted to mean/include Declarant, since Declarant is first responsible.

## ARTICLE TWO

### 2.0 PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS

2.01 Burdens on Property. Declarant hereby declares that all the Property is held and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following limitations, covenants, conditions, restrictions, reservations, liens and charges, all of which are hereby declared and established and agreed to be in furtherance of a general plan and scheme for the sale of Lots, pursuant to the provisions of 60 O.S. §§851-856, and all of which are declared and established for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property. All of said limitations, covenants, conditions, reservations, liens, charges, and restrictions are hereby established and imposed upon the Property for the benefit thereof and for the benefit of each and every individual Lot comprising a part thereof and

of each ownership of one or more Lots, now or in the future, and the owners of any interest of any kind or charges in Lots, the Property, or any portion thereof.

All of said limitations, liens, covenants, conditions, reservations, charges, and restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in any Lot, the Property or any part thereof, whether as sole owner, joint owner, lessee, tenant, occupant, successor, trustee, assigns or otherwise.

2.02 Option to Expand. Declarant hereby expressly reserves unto Declarant, its successors and assigns, the option and right, but not the obligation, to expand the Property at any time and from time to time to annex and include all or portions of any adjacent and contiguous real property, and to include or add additional homeowners into the Association. (The "Additional Land").

2.03 Future Expansion Binding on Lot Owners. The consent of Lot Owners of the Property shall not be required for such expansion to include all or any part or parts of the Additional Land and the Declarant may proceed with such expansion at Declarant's sole option. Further, by acceptance of a warranty deed to a Lot, the Lot Owner shall be deemed conclusively to have consented to the expansion provided for herein, including the modification of the percentage interests in the Common Areas, if accomplished in accordance herewith. Further, any Lot Owners of the Property or of the Additional land by acceptance of a warranty deed to a Lot, the Lot Owners abutting or adjacent to the Property and/or the Additional Land, shall be deemed conclusively to have consented to the creation of additional restrictive covenants intended to effect and accommodate the Plan, including the modification of this Declaration by Declarant.

2.04 Inclusion of Future/Additional Land. Additional Land may be subjected to this Declaration in the following manner:

(a) Declarant and Declarant's successors and assigns, shall have the right for twenty-one (21) years from the date of this Declaration to bring within the operation and effect of this Declaration additional portions of the Additional Land.

The additions authorized under this Section 2.04 shall be made by recording in the office of the County Clerk of Canadian County, Oklahoma a supplement to this Declaration, which need to be executed only by Declarant and the owner of such additional land if Declarant is not the owner thereof, which shall describe the additional land and state that it is subject to this Declaration. The additions authorized by this Section 2.04 shall not require the approval of the Association.

(b) Upon the written approval of the Association after the Association has attained the consent of the holders of two-thirds (2/3rds) of the votes of each class of members present in person or by proxy at the meeting at which the vote is taken, the owner of any land who desires to subject it to the operation and effect of this Declaration may do so by recording in the office of the County Clerk of Canadian County, Oklahoma a supplement to this Declaration describing the additional land and stating that it is subject to this Declaration.

Any such Supplement to this Declaration may contain such other additions and modifications of the covenants, conditions and restrictions contained herein as may be necessary to reflect the different character, if any, of the Additional Land, provided they are not inconsistent with this Declaration. In no event, however, shall the supplement to this Declaration revoke, modify or add to the covenants, conditions, and restrictions established by this Declaration insofar as they pertain to the Property as the same exists prior to the supplement.

2.05 Additional Land Subject to Declaration. Following the inclusion of any additional Land, if any, the Additional Land shall be subject to all limitations, covenants, restrictions, reservations, liens and charges contained herein, with the same effect as though the Additional Land were a part of the Property as of the date and initial recording hereof. In no event shall the supplemental declaration modify the limitations, covenants, conditions, restrictions, reservations, liens and charges as contained in this Declaration with respect to the existing Property. After any such inclusion of Additional Land, each Lot Owner shall be a member of and shall be entitled to representation in the Association in proportion to the undivided interest in the Common Areas, which then appertains to such Owner's Lot.

2.06 Proportionate Ownership. In the event any Additional Land is later included or added and made subject to the provisions of this Declaration, in accordance with the provisions of this Article Two, the proportionate interest of each Lot Owner in the Common Areas, if any shall be revised. The proportionate interest of each Lot Owner shall be a percentage determined by dividing the numeral one by the total number of Lots in the Property and the Additional Land then existing and subject to the Declaration and any recorded supplement thereof.

### ARTICLE THREE

#### 3.0 MEMBERSHIP AND VOTING RIGHTS

3.01 Mandatory Membership. Every Owner of a Lot shall be a member of the Association. Membership shall be mandatory and shall be appurtenant to and may not be separated from the ownership of the Lot.

3.02 Voting Rights. Each Lot Owner shall be entitled to one (1) vote per Lot, for each Lot owned by it, in all proceedings in which action shall be taken by members of the Association. If any Owner owns more than one (1) Lot, then such Owner is entitled to cast a vote for as many Lots such Owner actually owns, all such Lots being described on attached Exhibit "A" and shown on the referenced plat. In those instances when a Lot has been "split", any owner of a split Lot shall be entitled to cast a vote for such split Lot on a pro rata basis with the other Owner with whom the subject Lot was split. For example purposes only, if two (2) Owners "split" a Lot equally, resulting in each Owner owning a cumulative 1 ½ Lots, then both Owners shall be entitled to cast 1 ½ votes each and every time a vote of the members is taken.

3.03 Split of Voting Rights. The vote of any Owner comprised of two or more persons, or other legal entities, or any other combination thereof, shall be cast in the manner provided for in the Articles of Association of the Association, or as the several "Owners" may

determine, but in no event shall all such Owners cast more than one vote per Lot for each Lot owned by them. PROVIDED, that in the even any Lots have been "split", then the voting rights for any such split Lot shall be as in provided in Section 3.02 above.

3.04 Association Dues Payable. Owner acknowledges that although the Association has not been established as the effective date of these Covenants, assessments are due and payable at the time that each Lot is conveyed to Owner.

3.05 Association Formation. Declarant, in Declarant's sole and absolute discretion may form the Association at anytime. If the Association is not formed earlier, then the Association shall be formed immediately upon the sale of last Lot to an Owner.

3.06 References to Association and Board. All references to "Association" and "Board" in this Declaration, regarding the "Association" or "Boards" duties, powers, rights, obligations, authority, or otherwise ("Authority"), shall also be interpreted to mean and include Declarant, since Declarant is first conveyed all Authority prior to the establishment of the Association and/or the Board.

## ARTICLE FOUR

### 4.0 COMMONS AREAS

4.01 Conversion of Common Areas. Declarant shall grant and convey to the Association, and the latter shall take and accept from the Declarant, the Common Areas, if any, shown on a subdivision plat, if such common areas exist, which is subject to this Declaration, on or about the same date as the last Lot shown on the subdivision plat is conveyed to an Owner or at time Declarant so decides to convey the Common Area. At the time of the conveyance, the Common Areas shall be free of any mortgages, judgment liens or similar liens or encumbrances.

4.02 Restrictions Upon Common Areas. The Association shall hold the Common Areas conveyed to it subject to the following:

(a) All easements, restrictions, rights-of-way, conveyances, or otherwise, regarding all streets and avenues shown on the referenced plat, which includes or will include all contiguous common areas conveyed therewith.

(b) The dedication of Declarant of the right to lay, install, construct and maintain on, over, under or in those strips across land designated on the subdivision plat, as "Drainage and Utility Easement", "Sewer Easement", "Drainage and Sewer Easement", "Open Space", and "Area Reserved for Future Road", or otherwise designated as an easement area, or on, over, under, or in any portion of any Common Area, pipes, drains, mains, conduits, lines and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone and other public utilities or quasi-public utilities deemed necessary or advisable to provide adequate service to any Lot now or hereafter laid out or established on the Property, or the area in which the same is located, together with the right and privilege of entering upon any Common Area for such purposes and making openings and excavations therein.

(c) The Declarant reserves the right to enter upon any Common Area conveyed to the Association for the purpose of construction or completing the construction of improvements and the landscaping of the Common Area.

(d) The dedication and reservation to continue to use and maintain any storm water management ponds and any sediment control ponds or facilities located on any Common Area conveyed to the Association.

4.03 Primary Use of Common Areas. The Common Areas conveyed to the Association shall be deemed property and facilities for the use, benefit and enjoyment, in common, of each Owner. Except as otherwise permitted by the provisions of this Declaration, no structure or improvement of any kind shall be erected, placed or maintained on any Common Area except: (i) structures or improvements designed exclusively for community use, including, without limiting the generality of the foregoing, shelters, benches, chairs or other seating facilities, fences and walls, walkways, roadways, playground equipment, swimming pools and tennis courts, and (ii) drainage, storm water and utility systems and structures. The Common Areas may be graded, and trees, shrubs or other plants may be placed and maintained hereon for the use, comfort and enjoyment of the Owners, or the establishment, retention or preservation of the natural growth or topography of the Common Areas, or for aesthetic reasons.

4.04 Prohibition Against Owner's Exclusive Use of Common Areas. No portion of any Common Area may be used exclusively by any Owner for personal gardens, storage facilities or other private uses without the prior written approval of the Association.

4.05 Future Development of Common Areas Not Required. Notwithstanding anything herein contained to the contrary or anything contained to the contrary on the plat of the Property as referenced in the Recitals above, the Declarant is not under any obligation whatsoever to make any improvements or provide utilities or other facilities beyond those which exist on the Property or the Additional Land as of the date an Owner purchases his Lot. Declarant makes no warranties (implied or otherwise) regarding any improvements on the Property or the Additional Land, but assigns to the Association all warranties (if any) made by third parties with respect to any such improvements.

4.06 Declarant's Option to Common Areas. With respect to any Lot owned by Declarant and with respect to the Common Areas, nothing contained in this Declaration shall be construed to prevent the operation, erection, maintenance or storage by Declarant, or its duly authorized agents, of structures, improvements, signs, materials, fluids or equipment necessary or convenient to the maintenance, development or sale of Lots with the Property.

4.07 No Nuisances Permitted. No noxious or offensive activity shall be carried on upon any Common Area nor shall anything be done thereon which will become an annoyance or nuisance to the neighborhood.

4.08 Exploration of Oil / Gas Prohibited; Water Wells Permitted. No drilling or puncturing the surface for oil, gas or other minerals or hydrocarbons on the Property (including

any Lot or any Common Area) shall be permitted; PROVIDED water wells are expressly permitted.

4.09 Disposal of Trash, Waste, etc. The storage of trash, ashes or other refuse, except in normal receptacles, is prohibited. Weeds, underbrush or other unsightly growths shall not be permitted to grow or remain on any Lots or any Common Area.

4.10 Maintenance of Common Area. The Association shall improve, develop, supervise, manage, operate, examine, inspect, care for, repair, replace, restore and maintain the Common Areas as from time to time improved, together with any items of personal property placed or installed thereon, all at its own cost and expense.

4.11 Declaration Controls Over Conflicting Documents. The Lot Owners and each of them, together with all parties bound by this Declaration, covenant and agree that the administration of the Common Areas shall be in accordance with the provisions of this Declaration, the Articles, the Bylaws, and such rules and regulations as may be adopted by the Board, and the amendments, changes and modifications thereto, as may come into effect from time to time. In the event of any inconsistency between the provisions of this Declaration and the provisions of the Articles, the Bylaws, or rules and regulations, the provisions of this Declaration shall prevail.

4.12 Association's Duties, Responsibilities, etc. The Association shall have the following powers and duties:

(a) The Association shall pay out of the assessments levied and collected in accordance herewith, all expenses incurred for development, maintenance, gardening service, refuse collection, and other necessary expenditures relating to the Common Areas. The Association shall pay out of the assessments levied and collected in accordance herewith, all expenses incurred for maintaining signage, lighting and expenses related, irrigation of common areas and expenses related, entrance gate and equipment and expenses related, street maintenance, utilities due, and other necessary expenditures relating to the Common Areas.

(b) Except as otherwise provided herein, the Association shall maintain or cause the Common Elements and the landscaping, improvements, facilities, and structures thereof to be maintained and kept in a good state of repair, and acquire for the Association and pay from assessments for such services, equipment, maintenance, and repair as it may determine are necessary in order to keep and at all times maintain the Common Areas and the landscaping, improvements, and facilities thereon in a good and sanitary state of condition and repair.

(c) Except as to the taxes, levies or assessments levied separately against an individual Lot and/or the Owner thereof, the Association shall pay all taxes, real and personal, and assessments, bonds and levies which are or would become a lien on the Common Areas.

(d) The Association, at any time, and from time to time, may establish, in accordance with the Bylaws, such uniform rules and regulations as the Association may deem

reasonable in connection with the use, occupancy and maintenance of the Common Areas by Lot Owners, their guests, invitees and licensees, and the conduct of such persons with respect to vehicles, parking, bicycle use, use and parking of trucks and vans, facilities constructed on the Common Areas and other activities which, if not so regulated, might detract from the appearance of the Common Areas or be offensive to or cause inconvenience, noise or damage to persons residing in the Property or visiting the Common Areas. The Association shall send a copy of such rules and regulations, together with amendments and additions thereto, to each Lot Owner upon receiving written notice of his status as an Owner.

The Association may contract for a security service, and cause such service to be maintained as a common expense, provided that the decision to provide for a security service be at the sole option and discretion of the Association and the Association shall have no obligation to provide such a system.

4.13 Accounting for Expenses Paid. The Board shall keep or cause to be kept records with detailed accounts of the receipts and expenditures affecting the Common Areas, and its administration and specifying the maintenance and repair expenses of the Common Areas and any other expenses incurred by or on behalf of the Association. The records so kept shall be available for inspection at convenient hours on working days by all Owners and mortgagees, and representatives of the Federal Housing Administration and Veterans Administration.

4.14 Books and Records of the Association. All records shall be kept in accordance with generally accepted accounting principles and shall be audited at least once a year by an auditor outside the Association. Owners and mortgagees shall be entitled to receive, upon request, copies of audited financial statements of the Association, upon payment for the copies to the Association.

4.15 Owner's Use of Common Areas Restricted. The right of each Owner to use the Common Areas shall be subject to the terms, conditions, and provisions as set forth in this Declaration and, to any rule or regulation now or hereafter adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Areas. All such terms, conditions, provisions, rules and regulations shall inure to the benefit of and be enforceable by the Association and Declarant, or either of them, their respective successors and assigns, against any Owner, or any other person, violating or attempting to violate the same, either by an action at law for damages or a suit in equity to enjoin a breach or violation, or to enforce performance of any term, condition, provision, rule or regulation.

4.16 Association's and/or Declarant's Right to Cure Breach or Default by Owner. The Association and Declarant shall each have the right, summarily, to abate and remove any breach or violation by any Owner at the cost and expense of the Owner. Further, each Lot Owner shall be entitled to enforce the provisions of this Declaration to the extent authorized and permitted by 60 O.S. §856.

## ARTICLE FIVE

### 5.0 PROPERTY RIGHTS IN THE COMMON AREAS

5.01 Owner's Rights, Privileges, Duties, and Obligations Regarding Use of Common Areas. Declarant shall hold, and hereafter grant and convey the Lots, subject to the covenants, conditions and restrictions herein set forth, which are imposed upon the Lots for the benefit of Declarant, the Association and the Owners, and their respective personal representatives, successors and assigns, to the end and intent that each Owner shall hold his Lot subject to the following provisions.

(a) Each Owner, in common with all other Owners, shall have the right and privilege to use and enjoy the Common Areas for the purposes for which the same were designed. This right and privilege shall be appurtenant to and pass with the title to the Lot. The right to the use and enjoyment of all Common Areas shall be subject to: (i) the right of the Association to charge reasonable admission and other fees for use of facilities within the Common Areas; and (ii) the right of the Association to suspend the voting rights and rights to use the Common Areas by an Owner (a) for any period in which any assessment against his Lot remains unpaid, or (b) for a period not to exceed ninety (90) days for any infraction of published rules and regulations of the association.

(b) In furtherance of the foregoing, each Lot Owner shall have a non-exclusive easement of access to, use and enjoyment of, and ingress and egress through, the Common Areas, and such easements shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions.

(i) Such easements shall be subject to the right conferred by this Declaration of the Board to establish uniform rules and regulations concerning the use of the Common Areas.

(ii) Such easements shall extend to and include both the Property and the Additional Land, together with the respective Common Areas, upon the occurrence of expansion as provided in Article Two hereof as though the Property and Additional Land were both originally subject to the provisions of this Declaration.

5.02 Owner's Liability for Damage. Any damage to any Common Areas, which is caused by the negligent act or the willful misconduct of any Lot Owner, may be repaired by the Association, but in such event, the Association shall be entitled to reimbursement from the Lot Owner responsible for such damage.

5.03 Impositions Upon Land. Subject to the provisions contained in this Declaration, each Lot Owner's undivided interest in the Common Areas shall have a permanent character. Such interest shall not be separated from the Lot to which it is appurtenant and shall be deemed to be conveyed or encumbered with the Lot even though such interest is not expressly mentioned or described in the deed or other instrument of conveyance. The Common Areas shall remain

undivided and no Lot Owner or any other person shall bring any action or partition. Accordingly, all provisions of this Declaration run with the Land.

5.04 Owner's Right to Delegate Use. Any Owner may delegate, in accordance with the Bylaws of the Association, his right to the use and enjoyment of the Common Areas, and any facilities thereon, to the members of his family, his tenants, or to contract purchasers who reside on his Lot.

5.05 Owner's Liability for Assessments. A Lot Owner may not avoid or evade or otherwise circumvent liability for any assessments provided for by this Declaration or which are duly and properly levied by the Board, by non-use of the Common Areas and the facilities thereon or any part thereof, or by abandonment of his Lot.

5.06 Compliance with Rules and Regulations. Each Owner shall fully and faithfully comply with the rules, regulations and restrictions applicable to use of the Common Areas, as these rules, regulations and restrictions are from time to time adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Areas. Each Owner shall comply with the covenants, agreements and restrictions imposed by this Declaration on the use and enjoyment of the Common Areas.

5.07 Enforcement Against Owners. Failure or refusal by an Owner after written notice to comply with any of the rules, regulations and restrictions shall be grounds for an action to recover sums due, for damages or injunctive relief or both, and for reimbursement of all attorney's fees incurred in connection therewith and interest on all of such amounts at the highest lawful rate, which action shall be actionable by the Declarant, and/or Board of Directors in the name of the Association, or, in a proper case, by an aggrieved Owner.

5.08 Public Dedications. The rights, privileges and easements of the Owners are at all times subject to the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the Association.

5.09 Vote Required for Dedications. No such dedication or transfer shall be effective unless approved by a two-thirds (2/3rds) vote of the members of the Association and Declarant, voting in person or by proxy at a meeting called for such purposes. Such votes to be tabulated as provided in Article Three (3) above, and the same shall have been consented to by the agency, authority or utility accepting the dedication or transfer.

## ARTICLE SIX

### 6.0 COVENANT FOR ASSESSMENT

6.01 Obligation to Pay Assessments. Every Lot Owner acknowledges, covenants, and agrees, that by acceptance of a deed conveying such Lot to him, whether or not so expressed in the deed or other conveyance, such Lot Owner shall automatically be deemed to have

covenanted and agreed to pay the Association a pro rata share of (i) annual assessments or charges; and (ii) special assessments or charges for capital improvements, such annual and special assessments and charges to be established and collected as provided herein.

6.02 Expenses Chargeable Against Owners. The annual and special assessments or charges, together with interest at the rate of eighteen percent (18%) per annum accruing from their due date until payment is made, and the costs of collection thereof and reasonable attorney's fees, shall be a charge on, and continuing lien upon each Lot against which an assessment is made. Each assessment or charge, together with interest at the rate of eighteen percent (18%) per annum accruing as aforesaid, and costs and reasonable attorney's fees incurred or expended by the Association in the collection thereof, shall also be the personal obligation and liability of the Owner of the Lot. Any part of any assessment not paid within thirty (30) days after the due date shall bear interest at the rate of eighteen percent (18) per annum from the due date until paid.

6.03 Use of Proceeds. The assessments and charges levied by the Association shall be used for promoting the recreation, health, and welfare of the residents of the Property, and in particular for the improvement, operation and maintenance of the Common Areas, Common Expenses, including but not limited to, the payment of taxes, (except to the extent that proportionate shares of such public charges and assessments on the Common Areas may be levied against all Lots on the Property by the tax collecting authority so that the same are payable directly by the Owners thereof, in the same manner as real property taxes assessed or assessable against the Lots) and insurance thereon.

6.04 Annual Assessments. Commencing on January 1<sup>st</sup> of each year, there shall be an annual assessment due from each Owner of a Lot. Failure to receive an invoice does not waive responsibility and obligation nor does it waive late penalties. During any calendar year when an Owner purchases a Lot, such purchasing Owner shall be responsible for his or her pro rata assessment for the remainder of that assessed year. The assessment will be \$550.00 annually per Lot. For example purposes only if an Owner owns 1 ½ Lots, the total assessment due each year will be \$825.00. In determining the amounts to be assessed by the Declarant, and subsequently assessed by the Association and/ or Board once it is formed, the Declarant or Association/Board, as applicable, shall consider (i) the estimated expenses of the Association in carrying out the obligations described herein for such calendar year and the estimated costs of the maintenance and repair of the Common Areas, payment of all insurance premiums due on policies of insurance obtained by the Board, and payment of all other recurring obligations of the Association, including utilities (the "Maintenance Fund Requirement"), plus (ii) an amount, to be determined by the Declarant, and later by the Association and/or Board, to be set aside during the fiscal year to provide for a reserve fund for the repair or replacement of the Common Areas, private streets, entrance gate, and other improvements on the Common Areas (the "Reserve Fund Requirement"). The Annual Assessment for each residential Lot shall be equal in amount, regardless of the size of the Lot. No Member shall be entitled to a reduction in such Member's Annual Assessment.

6.05 Fixing Assessments; Adjustment. For the purpose of fixing and determining the

annual assessments or charges, the Declarant or Board of Directors of the Association shall determine in advance for each calendar year the estimated aggregate amount of such assessments and charges as may be necessary for such year. The Declarant or Board of Directors may from time to time during each year make reasonable adjustments in said estimated aggregate amount. At which time Declarant conveys Common area to the Association from Declarant, the maximum permissible annual assessment that may be assessed by the Board of Directors without a vote of the members may increase each year by no more than fifteen percent (15%) of the annual assessment for the previous year. Assessments which exceed 15% of the previous annual year may only be made or assessed upon the affirmative vote of a Majority of Lot Owners of the Association, voting in person or by proxy, at a meeting called for such purpose. The voting rights of the members shall be calculated as provided in Article Three (3) above.

6.06 Basis of Common Expenses; Increases. The assessments made for Common Expenses shall be based upon estimated expenses growing out of or connected with the maintenance, repair, operation, additions, alterations and improvement responsibilities of the Association. In the event the cash requirement for Common Expenses exceeds the aggregate assessments made pursuant to this paragraph, the Board of Directors for the Association may from time to time and at any time increase, pro rata, the yearly assessments set forth in paragraph 6.05.

6.07 Declarant Exempt From Assessments. Notwithstanding anything elsewhere set forth herein to the contrary, Declarant shall not be responsible for payment of any annual assessments, special assessments, or specific assessments for any Lots in which title is held by Declarant. Any and all assessments are solely and only assessable and chargeable against any and every Lot that is owned by any Lot Owner other than Declarant. At Declarant's sole discretion or until Declarant has sold enough Lots to cover Common Expenses, Declarant shall remain responsible for the Association's Common Expenses which exceed the amount collected from the Association's Owners. Declarant, at Declarant's option, may pay the Association such deficiency, supply labor or materials on the Association's behalf, and/or pay vendors directly.

6.08 Special Assessments. In addition to the annual assessments authorized above, the Board of Directors of the Association may levy in any year, a special assessment, applicable for that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement located on any Common Area, including fixtures and personal property related thereto, provided that such assessment shall first be approved by a Majority of Lot Owners of each class of the members of the Association, voting in person or by proxy at a meeting called for such purpose.

6.09 Uniform Assessments. The annual assessment must be fixed at a uniform rate for all Lots; PROVIDED that in every event Declarant shall not be assessed for any Lot owned by Declarant.

6.10 Notice of Meetings. Written notice of any meetings of members of the Association called for the purpose of taking any action authorized under Sections 6.04-6.08 of this Article, shall be sent to all members not less than ten (10) days, nor more than three (3) months, in advance of the meeting.

6.11 Quorum. At the first meeting, the presence of the Declarant and members, or of proxies, entitled to cast a collective fifty-one percent (51%) of all of the possible, cumulative voting rights of the members and Declarant who are entitled to vote, as provided in Article Three (3), shall be necessary and sufficient to constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at any subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

6.12 Assessments Payable. The annual assessments shall commence on the first day of the month following the filing and recordation of this Declaration. The first annual assessment shall be made for the balance of the calendar year and shall become due and payable on the date fixed for the commencement. The amount of the assessment for the first year shall be an amount which bears the same relationship to the annual assessment provided for in the first sentence of Section 6.04 of this Article as the remaining number of months in that year bear to twelve. The same reduction in the amount of the annual assessment shall apply to the first assessment levied against any property, which is hereafter added to the Property at a time other than the beginning of any calendar year.

6.13 Annual Assessment Due Date. Beginning with the conveyance of each Lot from the Developer to any Owner, assessments for the estimated common Expenses shall be due yearly in advance on the first day of January unless another date is specified by written notice from the Board of Directors. In the event the ownership of a Lot commences on a day other than the first day of the year, the assessment for that year shall be prorated

6.14 Special Assessment Due Date. The due date under any special assessment under Section 6.08 shall be fixed in the resolution authorizing the special assessment; however, such due date shall be at least sixty (60) days after the date of such resolution.

6.15 Enforcement; Collection of Assessments. In addition to the provisions contained in Section 6.02 above, if an annual or special assessment is not paid on the due date, the assessment shall be delinquent and shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the Lot for such assessment. In any such proceeding, there shall be added to the amount of such assessment the reasonable costs of preparing and filing the action, and in the event that judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the Court together with the costs of the action. Each Owner of a Lot shall be accepting title thereto be deemed to have assented to proceedings for the foreclosure of any lien upon his Lot (including a foreclosure by power of sale pursuant to the Oklahoma Power of Sale Mortgage Foreclosure Act) which results from his failure to pay an assessment on the due date thereof.

6.16 Association Liens Subordinate to Purchase Money Mortgages. The lien of the assessments provided for herein shall be subordinate to any purchase money mortgage hereafter

placed upon the Lot subject to assessment; provided, however, that the sale or transfer of any Lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall only extinguish the lien of such assessments as to payments, which became due prior to such sale or transfer. Such sale or transfer shall not relieve the Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

6.17 Foreclosure of Liens. To evidence the lien for unpaid assessments, Declarant or the Board of Directors shall prepare a written notice of assessment lien setting forth the amount of such unpaid indebtedness, the name of the Owner of the Lot and a description of the Lot. Such notice shall be signed by Declarant or the President or a Vice-President of the Association, and shall be duly attested and acknowledged, and shall be recorded in the office of the County Clerk of Canadian County, Oklahoma. Such lien shall attach from the filing date thereof and impart notice to third parties from the date of the recording thereof. Such lien may be enforced by the foreclosing of the defaulting Owner's Lot in like manner as a mortgage on real property. The Owner of the Lot being foreclosed shall be required to pay to the Association the monthly assessment for the Lot during the period of foreclosure. The Association shall have the power to purchase a Lot at foreclosure or other legal sale.

6.18 Priority of Sale Proceeds. Upon the sale or conveyance of a Lot, all unpaid assessments against the seller-owner for his pro rata share of the Common Expenses, including interest and costs and reasonable attorney's fees incurred in collection, shall be first paid out of the sales price or by the purchaser in preference to any other assessments or charges of whatever nature, except the following:

- (a) Assessments, liens and charges for ad valorem taxes past due and unpaid by the Lot;
- (b) Judgments entered in a Court of record prior to the date of Common Expense assessment;
- (c) Mortgage instruments or encumbrance duly recorded prior to the date of such assessment;
- (d) Mechanic's and Materialman's liens arising from labor performed or materials furnished upon a Lot prior to the date of such assessment; and,
- (e) And Materialmen's liens for labor performed or material furnished upon the Common Areas to the extent of the proportionate part chargeable to the Lot Owners which constitute a part of an assessment charge for Common Expenses, satisfaction of which shall discharge the assessment to the extent of the payment made.

6.19 Exempt Property. Notwithstanding anything else contained herein to the contrary, the following property subject to this Declaration shall be absolutely and irrevocably exempt from any assessments, charges, and liens of any nature of description which are created herein:

- (a) All properties dedicated to and accepted by a local public authority;

- (b) All Common Areas;
- (c) All property owned by Declarant.

6.20 Assessments Involving "Split Lots". In the event any Lot is "split", then in every event, every Owner who owns a part or portion of a split Lot shall pay such Owner's proportionate, or pro rata, share of all assessments which are assessable against any such split Lot. For example purposes only, if a Lot is "split", resulting in one Owner owning 60% of the split Lot, and another Owner owning the remaining 40%, then the 60% Owner shall pay 60%, and the 40% owner shall pay 40%, of all assessments made against the split Lot.

6.21 Maintenance and Reserve Fund. All collected annual assessments shall be deposited into commercial bank accounts in a bank or trust company to be selected by the Board. The Board shall maintain two separate accounts, a maintenance fund account and a reserve fund account. The Board shall have control of said accounts and shall be responsible to the Members for the maintenance of accurate records thereof at all times. The Board shall deposit into the Maintenance Fund Account, that portion of the annual assessments deemed necessary by the Board for the Maintenance Fund Requirement. The Board shall deposit the remaining portion of the annual assessment into the Reserve Fund Account. The Board shall have control of the Reserve Fund Account and shall expend funds from such account only for the purpose of the repair or replacement of improvements located on the Common Areas and/or to defray unanticipated expenses of the Association. From the annual assessment collected from each residential Lot owner, the Board shall deposit into the Reserve Fund a Reserve Fund Requirement of \$50.00. The amount of the Reserve Fund Requirement may be increased or decreased in accordance with the meeting and voting procedures set forth in these Covenants.

## ARTICLE SEVEN

### 7.0 RESTRICTIONS, AND REQUIREMENT OF APPROVAL FROM DECLARANT

7.01 Limitations on Structures. The Lots and any building or structure now or hereafter erected on a Lot shall be occupied and used for single family residence purposes only, and no building shall be erected, altered, placed or permitted to remain on any Lot other than one above ground, single family dwelling house:

- (i) not to exceed two stories in height,
- (ii) providing for an attached private three car garage,
- (iii) no more than one detached two or three car garage, and
- (iv) which is otherwise in conformity with this Declaration.

It is further provided that any detached structure, including but not limited to the referenced two or three car garage, must also in all respects conform with the architectural style,

consistent materials and quality of the main house, which must be approved in writing by the architectural committee, except as follows:

(a) Declarant and its employees, representatives, and agents may maintain a business and sales office, model homes, and other sales facilities necessary or required until all of the Lots are sold. It shall also be expressly permissible for Declarant to maintain without charge, facilities as in the sole opinion of Declarant are necessary required for construction purposes storage areas, and structures with access to same without permission from any Owner.

(b) Any Lot or other parcel of land comprising the Property, and any improvements now or hereafter erected thereon may, with the prior written consent of Declarant, be used for a playground, non-profit community tennis court, park, place of public assembly for community meetings, automobile parking area for non-commercial vehicles while the passengers are using or attending any of the above activities, and for the usual purposes incidental to the foregoing.

7.02 Additional Limitations. No building, fence, hedge, privacy enclosure wall, retaining wall, driveway, sign, swimming pool, tank, hot tub, free standing mailbox, gazebo, or structure of any kind (collectively called "Structure(s)") shall be commenced, erected or maintained on the Property, nor shall any addition to (including awnings) or change or alteration therein (including alterations in exterior color or design) be made, until the plans and specifications, in duplicate, showing the nature, kind, shape, height, materials, color, locations and approximate cost of the Structure, addition or alteration shall have been submitted to, and approved in writing by the "Architectural Committee, as defined and provided for in Section 7.03 below.

7.03 Architectural Committee; Duties, Obligations, and Authority. The Architectural Committee, which shall, as used herein, mean either (a) the Declarant so long as the Declarant owns any interest in The Property or (b) thereafter the Board, or a committee composed of three (3) representatives approved by the Declarant, shall become the "Architectural Committee". With respect to all such submissions, the judgment of the Architectural Committee shall be conclusive. All approvals shall be in writing, and may be qualified upon the satisfaction of specified conditions. In the event the Architectural Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any case, if no suit to enjoin the construction, addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this condition will be deemed to have been fully satisfied. Further, the name, address and phone number of the builders contracted to construct any of the improvements shall have been submitted to, and approved in writing by the Architectural Committee. Any such decision by the "Architectural Committee" approving or disapproving any Structures or any building shall be final and binding on all those concerned. Declarant shall consider applications for approval of plans, specifications, etc., upon the basis of conformity with this Declaration and shall be guided by the extent to which the proposed Structure, addition or alteration will insure conformity and harmony in exterior design and appearance, based upon, among other things, the following factors: the quality of workmanship; nature and durability of materials; harmony of external design with existing Structures; choice of colors; changes in topography, grade elevations and/or

drainage; factors of public health and safety; the effect of the proposed Structure, addition or alteration on the use, enjoyment and value of other neighboring properties, and/or on the outlook or view from adjacent or neighboring properties; and the suitability of the proposed Structure, addition or alteration taking into account the general aesthetic values of the surrounding area.

(a) No fees shall ever be charged by the Architectural Committee for its review of anything pursuant to this Declaration.

(b) Upon receipt of approval in 7.03, the Owner shall, soon as practicable, satisfy all conditions thereof and proceed with the approved work. Unless such work commences within one year from the date of approval, such approval shall be deemed revoked, and the Owner must again seek approval pursuant to all the provisions in 7.03.

(c) No construction of any type, including any construction described in 7.03 above, shall occur upon any Lot until the Architectural Committee has approved the builder/contractor.

7.04 Set Backs; Fences. No Structure shall be erected, placed, altered or permitted to remain on any Lot nearer to any street than the minimum building setback line for the Lot, as shown on the Plat therefore. Where two adjacent dwelling houses are located on Lots fronting on a street and are set back different distances from the street, no fence or wall between them (other than necessary retaining walls) shall be closer to the street than the front corner of the house most distant from the street. Property perimeter fences, when approved by Declarant and/or the Architectural Committee shall not exceed six feet six inches in height and shall not impede surface drainage. Privacy enclosures of open patios, swimming pools or garden courts where approved by Declarant and/or the Architectural Committee, may exceed six feet in height. At no time will any chain link fencing be placed on any Lot by any Owner other than Declarant.

(a) Fence material shall be constructed of wrought iron or wood and must be approved with written consent by Declarant. No double fencing is allowed. If there is an existing fence that abuts a lot, the fences must join. If brick columns are used, they must match the house.

(b) At no time will chain link fencing be placed on any Lot by any Lot Owner.

(c) No other fences not contemplated or provided for above may be constructed or placed on any Lot, (except Lots owned by Declarant), without first obtaining the written consent and approval of Declarant or the Architectural Committee. The Declarant or the Architectural Committee shall be the sole determining and governing authority for all fences proposed by any Owner, (other than the Declarant), including but not limited to, all decisions regarding the type, materials to be used, height, and location of the proposed fence. Generally, fences in the front yard of any Lot are and will remain prohibited. No fences, buildings or structures may be erected prior to the commencement of the house.

7.05 Garage Requirements. All garages attached to the Structure or attached by a breezeway either open or closed, shall total three cars wide. No carports shall be permitted on the Property. In addition to the attached garage, detached garages will conform as mentioned in 7.01. Front entry garages are permitted. No motor vehicle of any kind shall be allowed on the unpaved portion of the common areas or upon any unpaved portion of any Lot, except for maintenance purposes.

7.06 Above Ground Pools Prohibited. No above-ground-level swimming pool may be placed on any Lot.

7.07 Minimum Building Requirements. The single-family residence, exclusive of basements, open porches, and garages to be built on the Lots within Waters Edge at Stone Mill shall be a minimum of 2400.

7.08 Recreational Equipment. Basketball goals, or other related recreational equipment, must be positioned behind the front line of the home and removed from site each day. Basketball hoops and goals attached to the home or garage are prohibited

7.09 Pets and Animals. No animals may be kept, maintained, or bred on any Lot or in any dwelling houses or Structure erected thereon, except that no more than two dogs, cats, or similar domestic household pets ("Pets") may be kept on a Lot provided they are not kept, bred or maintained for any commercial purpose, and provided further that they are kept in such a manner as to avoid becoming a nuisance to neighbors or adjoining property owners. All Pets must be kept within a fenced area or on a leash, and are not permitted to run free within the Property. No savage or dangerous animal or breed of animal, such as Pit Bull or wolf breeds, etc., shall be kept. Each owner is responsible for curbing their own pets and the immediate removal of their pet's excrement from any Common Area, any other Lot, or any front or side yard of a Lot, including the Owner's Lot. The keeping of any Livestock such as poultry, cattle, horses or other livestock of any kind or character is prohibited.

7.10 No Nuisances Allowed. No nuisance shall be maintained, allowed or permitted on any part of the Property, and no use thereof shall be made or permitted which may be noxious or detrimental to health.

7.11 Vehicle Parking and Storage. No Structure other than a dwelling house shall be used at any time as a residence, either temporarily or permanently. No boats, trailers, pick-up campers, recreational vehicles, commercial vehicles, work vehicles, nor any vehicle in the process of being repaired or otherwise presently inoperable, shall be regularly parked or stored on any street, or on any Lot, except temporarily. For purposes of this restriction, "temporarily" means a period of less than 12 hours and not more than one consecutive day. No commercial vehicles shall be parked on any street or Lot or driveway longer than is reasonably necessary for the driver thereof to perform the business functions to which the commercial vehicle relates. No overnight parking of any vehicle on the street is permitted. No trail bike, go-cart, dune buggy, stock cars or other noisy, off-road and/or unlicensed motorbikes or vehicles, shall be maintained or operated in Waters Edge at Stone Mill.

7.12 Prohibition Against Advertising. No advertising or display signs of any character shall be placed or maintained on any part of the Property or on any Structure except with the written consent of Declarant, except customary "For Rent" or "For Sale" signs, not larger than standard realty signs Authorized by the Oklahoma City Metropolitan Association of Realtors, Inc., placed on or in front of a dwelling house by the owner thereof. Declarant may display signs at any time, in regards to advertising lots/homes and or development.

7.13 Restriction Upon Antennas. No outside television or radio antenna shall be erected, installed or maintained on any Lot, or on any Structures thereon, except that an outside television or radio antennae and any of its supporting apparatus combined will not exceed three foot (3') in length, and will not exceed three foot (3') in height above the roof or chimney of the structure. Outdoor installations of satellite dishes are possible with approved landscape screening. Solar panels shall not be allowed.

7.14 Prohibition Against Clothes Lines. No exterior clothes dryer or clothes drying line shall be erected, installed or maintained on any Lot, or on any Structure thereon.

7.15 Restrictions on Displays in Yards. The front yard of each Lot shall be kept only as a lawn, including trees, flowers and shrubs. No trees or shrubs shall be located on any Lot which blocks the view of operators or motor vehicles so as to create a traffic hazard. No sculptures, or lawn ornaments, of any kind will be permitted in yards visible from the street unless otherwise approved by Declarant.

7.16 Driveway Requirements. The driveway for each Lot shall be composed completely of concrete. All Lots in Waters Edge at Stone Mill shall have a concrete sidewalk (corner Lots shall install sidewalks on both streets to which the Lot abuts) and shall comply with ADA access to streets and driveways. All sidewalks shall be at least four feet wide and shall start contiguously with all other Lots.

7.17 Required Materials for Structures. The principal first floor material (other than glass, exterior doors, and garage doors) of the exterior of each wall of any dwelling structures shall be eighty five percent (85%) brick, stone, cast stone and stucco. Wood or other durable material may be used on the second stories. All chimneys must be brick, stone, or stucco, and must be of like kind to the Structure. Unacceptable materials will include concrete block, simulated brick or simulated stone.

7.18 Mailboxes. Each home shall have a brick or stone, or combination of brick and stone mailbox. ~~A cast stone address block will be placed on the mailbox or the front of the home.~~ The Architectural Committee must approve the location and style of all mailboxes.

7.19 Foundations. All houses must be constructed with dug footing foundations that permit brick to come all the way to the ground on all sides of the house without exposing the stem wall in any way.

7.20 Roofs. In addition to the approval of plans and specifications for the construction of a residence, all proposed roofs must also be approved by the Architectural Committee and

approved prior to the construction of the residence or the installation of any roof material. The roof covering on any part of the property shall be a 30-year shingle, Weatherwood color or similar, or material superior to those mentioned, as determined by the Architectural Committee. The roof pitch of any principal dwelling constructed on any Lot shall be 10 – 12 pitch or higher.

7.21 Elevations. Every residence erected on any Lot shall present a pleasant and compatible elevation on the street or streets on which said plot fronts. Houses on corner Lots shall have a presentable elevation and sidewalks on both streets. Elevation of plan and location for building to be constructed on any Lot in this plat shall be approved by the “Architectural Committee”.

7.22 Refuse, Trash. No trash, ashes, brush, clippings or other refuse may be thrown or dumped on any vacant Lot or Common Area. Each Owner of a vacant Lot is required to keep such Lot in presentable condition or the Association may, at its discretion, mow such Lot, trim trees, remove trash or refuse and, if necessary, levy any assessments upon the Lot for the cost involved, which may constitute a lien upon such Lot to the same extent as is provided elsewhere herein with respect to other assessments.

7.23 Construction Deadlines. Upon commencement of excavation for the construction of a house on any Lot or Lots, the work must be continuous (weather permitting) until the house is completed. No delay in the course of construction within the period of twelve (12) months from the date the house is started shall be permitted, unless further extensions of time for the completion of said house is given by the Architectural Committee in writing.

7.24 Colors. A color, which is not common, ordinary or customary, will be excluded (i.e., orange, lime green, purple, & others may be excluded) because some extravagant colors may negatively affect neighboring property values. Exterior paint colors must be submitted to the Architectural Committee for approval.

7.25 Trees. On each Lot, there will be no less than two trees of at least three-inch caliper diameter (measured six inches from the ground level) planted and maintained, all to be visible from the street.

7.26 Garage Sales. No garage sales shall be conducted in Waters Edge at Stone Mill without the express written permission of the Association.

7.27 Binding Effect. The Covenants, conditions and restrictions above (the “Covenants”) shall run and bind the Property and shall be enforceable by Declarant and by the owners of all or any portion of the Property until the twenty-first (21<sup>st</sup>) anniversary of the date of this Declaration and thereafter for successive ten (10) year periods unless, one year prior to the expiration of the then current term, a written instrument shall be executed by the then owners of seventy-five percent (75%) of the Lots which are then subject to the Covenants and recorded in Canadian County, Oklahoma, stating that the Covenants shall expire at the end of the then current term. All or any part of the rights and powers (including discretionary powers and rights) reserved by or conferred upon Declarant by this Declaration may be assigned or transferred by Declarant to any successor developer of all or any part of the Property, or to any community

association or architectural committee composed of residents of the Property. Any such assignment or transfer shall be evidenced by an appropriate instrument recorded in Canadian County, Oklahoma, and upon recordation thereof, the grantee or grantees of such rights and powers shall thereafter have the right to exercise and perform all of the rights and powers reserved by or conferred upon Declarant by this Declaration.

7.28 Authority to Enforce Declaration. Enforcement of the Covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain the violation or to recover damages.

7.29 Declarant Exemption. Notwithstanding anything else contained herein to the contrary, it is intentionally and expressly provided that the Declarant, who is the Developer of Waters Edge at Stone Mill, has the absolute, complete, unlimited and total discretion, to deviate from any and all the covenants and restrictions contained in this Article Seven (7) at any time Declarant believes, in Declarant's sole opinion, that deviating from the covenants and restrictions as contained in this Article Seven (7) is in the best interest of the Owners, or the Property, or the Association, or Waters Edge at Stone Mill in general. Any decisions or actions taken by Declarant which deviate from any covenant or restriction as is contained in this Article Seven (7) shall not constitute a breach or default of this Declaration, but rather all such actions shall automatically be considered approved and in compliance of this Declaration. All such decisions and/or action taken by the Declarant shall be final and unappealable.

7.30 Warranty of Enforceability. While the Declarant has no reason to believe that any of the restrictive covenants of this Article or elsewhere in these Covenants are or may be invalid or unenforceable for any reason or to any extent, it makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenant. Any Owner acquiring a residential Lot in Waters Edge at Stone Mill in reliance on one or more of such restrictive covenants shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold the Declarant harmless there from.

## ARTICLE EIGHT

### 8.0 DEDICATED EASEMENTS

8.01 Easements. Easements for the installation and maintenance of utilities and drainage facilities are hereby dedicated by Declarant over the front and rear of each Lot or sides of some Lots, or in any event, no less than as provided in the Plat, all for the installation and maintenance of utilities, storm water sewers and surface drains. No Structure, planting or other material shall be placed or permitted to remain within these easements or within any utility or similar easements shown on the Plat, which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements whose maintenance is the responsibility of a governmental body or agency or a public authority or utility company. No

conveyance by Declarant of any Lot, or of any interest therein, shall be deemed to be, or constructed as, a conveyance or release of these easements, or any of them, even though the conveyance purports to convey the Lot in fee simple, or by other language purports to convey Declarant's entire interest therein, but such effect shall only arise if the conveyance specifically recites it to be the intention of Declarant to thereby convey or release the easements. An easement is further granted to all police, fire protection and ambulance personnel, and all similar persons to enter upon the Common Elements in the performance of their duties.

8.02 Streets, Roads, etc. The designation of streets, avenues, roads, courts and open spaces on the Plat is for the dedication, and the rights of Declarant in the same are reserved, and Declarant hereby reserves to itself, its successors and assigns, the right to grade, regrade and improve the streets, avenues, roads, courts and open spaces as the same may be located on the Plat, including the creation or extension of slopes, banks, or excavation in connection therewith and in the construction of and installation of drainage structures therein.

8.03 Future Grants, Dedications, etc. Declarant further dedicates, it successors and assigns, the right to grant easements, rights-of-way and licenses to any person, individual, corporate body or municipality; to install and maintain pipelines, underground or above ground lines, with the appurtenances necessary thereto, for public utilities or quasi-public utilities, or to grant such other licenses or permits as Declarant may deem necessary for the improvement of the Property in, over, through, upon and across any and all of the streets, avenues, roads, courts and open spaces, and in, over, through, upon and across each and every Lot in the easement area reserved in Paragraph I of Article Two of this Declaration or as shown on the Plat. No street, avenue, road, court, open space or easement shall be laid out or constructed through or across any Lot, except as set forth in this Declaration, or as laid down and shown on the Plat, without the prior written approval of Declarant.

8.04 Enforcement and Access Easement. Each Owner of a Lot grants an access easement to the Association, acting through the Board and its authorized representatives, for purposes of access to any Common Area for repair, replacement and maintenance of the common Area. The Board shall have the power to make and to enforce reasonable rules and regulations in furtherance of this Article. During reasonable hours, Declarant, any member of the Building Committee, any member of the Board, or any authorized representative of any of them, shall have the right to come upon and inspect any Lot and the improvements thereon (except for the interior portions of any Residence) for the purpose of ascertaining whether or not the provisions of this Article have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of entry.

## ARTICLE NINE

### 9.0 COMMON ELEMENTS RULES

9.01 Declarant's Authority. Declarant shall have the power and authority to adopt and enforce rules related to the use of Common Elements. These rules shall include but not be limited to the following:

- (a) The Association shall keep and maintain in good order the dams situated upon and within any Common Area. Declarant retains the right, but not the obligation, to maintain the dams.
- (b) No boats or motorized vehicles shall be permitted on the water or within any Common Area except maintenance equipment.
- (c) No Owner shall erect any pier, boathouse or boat dock on the water.
- (d) No swimming shall be permitted in the water.
- (e) No fishing by means of trotlines, jug fishing, seines or trapping shall be permitted.
- (f) No hunting or use of firearms shall be permitted.
- (g) No skateboards, scooters, motorized vehicles, or bicycles shall be used within any Common Area and/ or walking trail.
- (h) No bicycle ramps shall be placed or used on any Common Area, walking trail, streets or on any driveway or any portion of any Lot, which is visible from the street, or any adjoining Property.

## ARTICLE TEN

### 10.0 POND PROVISIONS

10.01 Ponds. A portion of the Common Area is covered by a pond and water area. The normal waterline of such pond and water area will at times exceed and at other times will recede. Neither the Association nor any Lot Owner shall take any action or permit any action to be taken which has as its result any significant alteration of the Pond or water areas. No fill dirt or fill of any sort shall be placed so as to alter these. Additionally, no retaining walls shall be constructed along or adjacent to the water, except with permission of the Architectural Committee.

## ARTICLE ELEVEN

### 11.0 GENERAL PROVISIONS

11.01 Amendment by Declarant. NOTWITHSTANDING anything else contained herein to the contrary, it is expressly provided that:

- (a) As long as Declarant owns any interest in any Lot in Waters Edge at Stone Mill, Declarant may unilaterally amend this Declaration for any purpose, without having to first

(1) give notice to, or (2) obtain the consent of the Owners, Members, the Board, the Association, or any occupant.

(b) Regardless of whether or not Declarant owns any interest in any Lot in Waters Edge at Stone Mill, Declarant may, in perpetuity, (but is not required to), unilaterally amend this Declaration if such amendment is (i) necessary to bring any provision into compliance with any applicable governmental statutes, rule, regulation, or judicial determination; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) required by the Federal Housing Administration, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable it or them to make or purchase Mortgage loans on the Lots; (iv) necessary to enable any governmental agency to guarantee or insure Mortgage loans on the Lots; or (v) otherwise necessary to satisfy the requirements of any governmental agency for approval of this Declaration. However, any such amendment shall not adversely affect the title to any Lot unless the affected Owner shall consent hereto in writing. PROVIDED, notwithstanding anything contained above to the contrary in this Section for as long as Yukon National Bank of Yukon, Oklahoma ("Mortgagee") has or maintains a mortgage on any of the Lots and/or the Common Areas, which any such mortgage was given to Mortgagee by 3N Development, L.L.C. ("Declarant"), no amendment shall be made, or become effective, without the prior written consent of Mortgagee, and in every event, no amendment shall be made which adversely affects Mortgagee's rights as granted it in any mortgage given to Mortgagee by Declarant, including any underlying loan documents. After all mortgages given by Declarant to Mortgagee have been fully and completely released by Mortgagee, then this exception granted Mortgagee shall lapse, and such exception benefiting Mortgagee shall then be considered null, void, and of no further force or effect.

11.02 Amendment by Owners. After the Association is formed, whether by affirmative action by Declarant or after Declarant has sold its last Lot, and except for the right of Declarant to unilaterally amend this Declaration pursuant to Section 11.01 above, this Declaration may only be amended by the affirmative vote or written consent, or any combination thereof, representing seventy-five percent (75%) of the Owners.

11.03 Notices. Each Owner shall register in writing his mailing address with the Association, and notice or demands intended to be served upon an Owner shall be sent by certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. All notices, demands or other notices intended to be served upon the Board of Directors of the Association or to the Association shall be sent certified mail, with postage prepaid, to 3N Development, L.L.C., PO Box 850897, Yukon, OK 73085-0897, or at such other address of which the Board may be furnished from time to time.

11.04 Future Additions. Although this Declaration includes only the Property described on attached Exhibit "A", the Declarant may desire to develop additional areas which will be complementary in concept to this Declaration and which additional areas will provide additional owners as Members of the Association. The Declarant, its successors and assigns, shall have the absolute and unilateral future right to add or include additional real property to this Declaration.

Any additions authorized under this Article shall be made by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions, herein called a "Supplementary Declaration" with respect to the additional property which shall extend the concept of the covenants and restrictions of this Declaration to contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties, provided they are not inconsistent with the concept of this Declaration.

11.05 Covenants, Restrictions, etc., Run with the Land. In every instance, every provision, covenant, restriction, or otherwise, which is contained in this Declaration shall survive the transfer of ownership of each and every Lot, as all such provisions, covenants, restrictions, or otherwise, as are set forth herein shall perpetually run with the Land.

11.06 Insurance. The Association shall obtain and continue in effect, comprehensive public liability insurance, insuring the Association, the Declarant, and their respective agents and employees, guests and invitees of the Owners, against any liability incident to the ownership or use of the Common Areas and facilities in the Common Areas in such amount not less than One Million Dollars (\$1,000,000.00) Insurance premiums on policies purchased by the Association shall be a common expense to be paid from the assessments provided for herein or as levied by the Association. In addition, the Bylaws which shall be later adopted by the Association shall have the authority to require insurance coverage in amounts in excess of this provision.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2012.

"DECLARANT"

3N DEVELOPMENT, L.L.C.

By: \_\_\_\_\_  
JOHN NAIL, Manager

"OWNER"

3N DEVELOPMENT, L.L.C.

By: \_\_\_\_\_  
JOHN NAIL, Manager

Owner of:  
Lots \_\_\_\_\_ Block \_\_\_\_\_

**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

STATE OF OKLAHOMA            )  
  ) SS:  
COUNTY OF CANADIAN        )

Before me, the undersigned, a Notary Public in and for said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 2012, personally appeared **John Nail**, to me known to be the identical person who executed the within and foregoing instrument as Manager of **3N Development, L.L.C.**, an Oklahoma limited liability company, and acknowledged to me that he executed the same as the free and voluntary act and deed of said limited liability company, and as his free and voluntary act and deed personally for the uses and purposes therein set forth.

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

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

My Commission No. \_\_\_\_\_

My Commission expires:

\_\_\_\_\_



John Alberts , Mayor & Council Member Ward II  
Nick Grba, Vice Mayor & Council Member Ward I  
Bob Bradway, Council Member Ward IV  
Dewayne Maxey, Council Member Ward III  
Ken Smith, Council Member At Large

**From the Office of the  
Community Development  
Director  
Mitchell Hort**

MEMO TO: City Manager & City Council  
  
FROM: Mitchell Hort, Planning Director  
  
DATE: April 11, 2012  
  
RE: Final Plat for Stone Mill Phase IV – 3 N. Development

Attached are the minutes from the April 9, 2012, Planning Commission Meeting for the Final Plat of Stone Mill Phase IV / 3 N. Development.



Bob Bradway, Mayor & Council Member Ward IV  
John Tipps, Vice Mayor & Council Member At Large  
Nick Grba, Council Member Ward I  
John Alberts, Council Member Ward II  
Dewayne Maxey, Council Member Ward III

**Planning Commission Minutes  
April 09, 2012**

The City of Yukon Planning Commission held a meeting April 09, 2012 at 7:00 p.m. in the Centennial Building at 12 South 5<sup>th</sup> St.

Invocation was given by Commissioner McEachern  
Flag Salute was lead in unison by Commissioner Smaistrla

ROLL CALL: (Present) Terry Beaver, Chairman  
Bob Doggett, Vice-Chairman  
Larry Taylor, Commissioner  
Earline Smaistrla, Commissioner  
Michael McEachern, Commissioner

OTHERS PRESENT: Mark Scroggins, Building Maintenance  
Mark Osby, City Attorney  
Cindy Wright, City Planner  
Mitchell Hort, Community Development  
Scarlett Ouren, Secretary

1. ITEM: APPROVAL OF THE MINUTES OF March 12, 2012 MEETING  
Commissioner Smaistrla made a motion to accept the minutes as written, seconded by Commissioner McEachern.

A roll call vote was taken.

The Vote:

Ayes: Doggett, Beaver, Taylor, McEachern, Smaistrla

Nayes: None

Vote: 5-0

Motion Carried

2. ITEM: VISITORS

None

3. ITEM: CONSIDER AN APPLICATION BY 3N FOR A FINAL PLAT OF STONE MILL PHASE 4

John Nail spoke on behalf of 3N Development. He stated he lives at 901 Stone Creek Boulevard.

Chairman Beaver said that last month they had heard from a Mr. & Mrs. Stanley who live at 608 Stone Mill Blvd and had a question about drainage when they started developing west and it was coming down. I am not exactly sure where it was running. But I went down there.

John Nail said that they are in Stone Mill Phase II and the water is coming off their driveway going west. It is puddling there and going on to the boulevard. I am not saying that there is not any water from the next house getting on their driveway. A lot of that water is there water and the City Engineer was out there about three years ago. Their back yard is going to drain into Phase IV.

Chairman Beaver said I think that is what they were concerned about was Phase IV. Mr. Nail said they would be taken care of with Phase IV.

Chairman Beaver said there were a couple of items he was concerned about on the staff notes. Specifically items 8 and 9. He asked Mitchell Hort if the legal description had been taken care of. Mr. Hort said yes I believe it has been taken care. Chairman Beaver said he needed number 9 explained to him as far as the curve on the final plat. Mr. Hort stated that the City Planner would be better to answer that question since it is part of her comments.

Cindy Wright stated that on the original version the curves that were cut and called out were different and did not match the table. There was a difference in the numbering and since then it has been taken care of. Chairman Beaver stated that was all of the questions he had and asked if anyone else had any questions.

Commissioner Mc Eachern said he would like to get back to the couple who was here at the last meeting and asked if there were any remedy for them. He asked Mr. Nail what he anticipated for them or if it was all on them. Mr. Nail said it was all on them. Commissioner Mc Eachern stated that he had some concerns about all of the water that's going to be coming down.

Mr. Hort stated that you may want to talk to the design engineer because she is here again tonight and she designed that.

Mr. Nail stated that Phase IV is lower than Stone Mill Boulevard so all of those that are adjoining Phase IV are above Phase IV so there water is coming down to Phase IV.

Commissioner McEachern said my concern is that when we put all of the homes in there than all of the adjacent lakes there is almost a 20 foot drop as we discussed the last time. I was

concerned because it seems like every time we get into a pretty good housing addition like that water is an issue.

John Nail said he would Lindsay get up and speak in a moment but they had designed those ponds for a 100 year flood event. They originally designed just one pond and we put two ponds in. We have got more than adequate ponds to handle the water.

Lindsay Suttle took the podium to further elaborate about the drainage concerns. She stated that when they designed the ponds they designed them for a full build out of the development and it is more than adequate to handle the 100 year flood. She also stated that after the last meeting she met with the Stanley's and we looked at their backyard. Their big concern was that we would be building up in the back and causing more problems for them but that is not the case. The next phase falls the opposite direction and this will actually help some of their drainage problems.

Commissioner McEachern said ok so in their driveway what is the problem. Is it just so flat that the water just sits there?

John Nail stated that the driveway faces the west. The garage doors face the west. A roll call vote was taken. And their driveway slopes to the west and their drive goes north.

Commissioner McEachern asked if the house to the west was going to cause them any problem.

John Nail said no it is developed all the way around them. The problem is in the back. He further stated that everything goes to the ponds. Lindsay Suttles also stated that everything drains to the ponds and that all of their plans have been reviewed and approved by the City Engineer.

Commissioner McEachern asked who would be responsible for the maintenance of the creek. Lindsay stated that is located in the common areas so that would be up to the Homeowners Association. Commissioner McEachern said so it will be the HOA who will be responsible if it becomes an issue where it gets grown up with trees and stuff like that.

Mr. Hort stated that John Nail has a maintenance program for the detention area for maintenance and up keep. Mr. Nail stated that was correct and it is A+ maintained. He said that they have a homeowners association coming in to Phase IV as well. It is very well maintained.

Commissioner McEachern said that he was not concerned right now while he was building but was concerned 10 years downstream when all the enthusiasm wanes.

John Nail restated that the HOA in place and will take care of that and the common areas.

PC Minutes  
Page 4  
04/09/2012

Commissioner Taylor asked Mr. Nail why a separate gated community and different community if you will. I just wondered why it didn't just continue to be Stone Mill

John Nail said it is Phase IV and it is going to be called the Waters Edge but anyway I got the enclave as well which is a gated community as well and I just felt there is a desire for that. There is a lot of it in places like Norman, Oklahoma City, Edmond, places like that. I wanted to try that with my property and make something unique.

Commissioner Taylor said so the residence will have some type of gate key or something like that and it will open up. John Nail stated that they would have like a garage door opener to go into the gated community as well as a code to get in.

Commissioner Taylor asked how many houses were going to be in this. Mr. Nail said there would be 55 houses. Commissioner Taylor asked about the lots and some being smaller than the others. Mr. Nail said that is true in most subdivisions. Some are larger and some are smaller which gives it a good mix.

Commissioner Taylor asked Mr. Nail if he was going to control who builds. Mr. Nail said yes that at this point he would be the only builder in Phase IV. He further stated that he would control the nature and quality of what goes in on there.

Commissioner McEachern asked if the city was ok with all of the additional comments 1-11 and there are no other issues left. Mr. Hort said that was the planners comments and you might want to talk to her. I believe she is ok with all of the corrections and comments.

Commissioner McEachern asked Cindy Wright if she was ok with all of the corrections. She stated yes.

Chairman Beaver said so we can strike 1 and 2 from the motion. Cindy Wright said yes.

Chairman Beaver said if there were no other questions he would entertain a motion.

Commissioner Taylor made a motion "In the case of the Application for a Final Plat submitted by 3N Development, LLC, we have read the staff report and received testimony at the public hearing. We find ourselves in agreement with staff findings including all plans and attachments cited in the Staff Reports. I move that this item be approved with items 3 thru 11, seconded by McEachern

The Vote:

Ayes: Beaver, Smaistrla, Doggett, Taylor, McEachern

Nays: None

Vote: 5-0

Motion Carried

4. ITEM: NEW BUSINESS  
None

5. ITEM: OPEN DISCUSSION

Commissioner McEachern introduced Robert Davis who he asked to replace him on the Planning Commission since he is going to the City Council and asked everyone to give him a warm welcome and thanked him for being willing to step forward.

Chairman Beaver asked if there were any other discussions. Being none the meeting was adjourned.

6. ITEM: ADJOURNMENT – NEXT MEETING MAY 14, 2012  
Meeting adjourned at 7:45 p.m.

PLANNING COMMISSION  
PUBLIC HEARING  
April 9, 2012  
7:30 p.m.

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SUBJECT: Final Plat of Stone Mill Phase 4  
Staff Report

Planner: Cindy Wright - Johnson & Associates (for Triad Design Group)  
Date: March 27, 2012

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The discussion herein considers the application materials received by Triad Design Group with respect to the goals, objectives, and policies of the 1996 Comprehensive Plan and subsequent updates; the Zoning Ordinance of the Yukon Code; and, an Application for a Final Plat submitted by 3N. Development, LLC, (contact: John Nail). Applications for a Rezoning, a Planned Unit Development and a Preliminary Plat were approved by the Yukon Planning Commission on March 12, 2012.

**I. PROPOSAL**

The applicant is requesting approval of a final plat containing 55 lots on 37.99 acres. The Applicant proposes to establish a gated residential addition with commercial property retained along Yukon Parkway.

**II. LOCATION**

The subject property is located within the Southeast Quarter (SE/4) of Section Twenty-Eight (28), Township Twelve North (T12N), Range Five West (R5W) and is generally located west of Mustang Road and south of Stone Mill Boulevard. The subject property is currently vacant.

**Adjacent Subdivisions, Zoning, and Land Uses:**

- North: Property to the north is zoned R-1, Single-family Residential and is developed as such within the Stone Mill Addition, Phase 2.
- South: Property is zoned C-3 "Restricted Commercial" District and is unplatted. This property is predominantly vacant.
- East: Property is zoned C-3 "Restricted Commercial" district and lies within Stone Mill Addition Phase 3. The property is currently vacant. Yukon Parkway (formerly Mustang Road) is directly east of this commercially zoned property.

West: Property to the west is currently zoned R-1, "Single-Family Residential" District and is developed as such within Stone Mill Addition, Section 3.

### III. DISCUSSION AND FINDINGS

#### The Comprehensive Plan

1. The Comprehensive Plan designates this area for Low Intensity Residential development. Existing development is consistent with this designation. Staff finds the proposed rezoning consistent with the Plan's stated objectives and policies.
2. The proposed application is consistent with the character of the area and abutting properties.

#### The Zoning Ordinance

3. Two rezoning applications were approved for this property on March 12, 2012: a conventional rezone to change a portion of the property from C-3, "Restricted Commercial" District to R-1, "Single-Family Residential" District; and an application to apply a PUD Overlay to permit gating, raise the maximum height and decrease front yard setback. The proposed development is consistent with the approved zoning applications.
4. The Zoning Ordinance requires that all lots in the R-1 District meet the following area requirements:
  - a. Minimum Lot Area = 6,600 square feet
  - b. Minimum Lot Frontage = 60 feet
  - c. Maximum % Coverage = 35%
  - d. Minimum Front Yard = 25 feet
  - e. Minimum Rear Yard = 20% of depth of Lot
  - f. Maximum Height = 35 feet
  - g. Maximum Density = 7 du/ac

The development within the proposed plat should hold consistent with these requirements with the exception of those setback requirements modified through the previously approved rezoning applications.

#### The Subdivision Regulations

5. Per Subdivision regulations, rear yard easements shall be at least twenty (20) feet wide or no less than fifteen (15) if only half of the easement is platted. The interior easements for the subject plat were approved at 15 feet wide.

6. Lot 1, Block 15 and Lot 1, Block 16 will only be permitted to take access off Stone Mill Boulevard as depicted on the Preliminary Plat application approved for this property on March 12, 2012. Limits of No Access are shown along War Eagle Lane.
7. Per subdivision regulations, all lots are to provide utility easements where advisable for poles, wire, conduits, storm sewers, sanitary sewer, gas lines, water mains and line, and other similar purposes. All appropriate easements are shown on this plat.

#### **Plat Notation Corrections**

8. The written legal description needs to add reference to the "City of Yukon" or just "Yukon" on the first paragraph underneath the title "Legal Description".
9. Based on the written legal description and the curve table included on the 2<sup>nd</sup> page of the plat, the curves that are called out along Stone Mill Boulevard have been omitted from the curve table. These curves need to be noted on said table.

#### **Engineering Comments**

10. All public improvement plans, consisting of paving, drainage, water and sanitary sewer, are to be submitted to the City Engineer for approval prior to construction.

#### **Additional Comments**

11. A revised Final Plat incorporating the revisions in items #8 and #9 must be submitted for staff review no less than 2 weeks prior to the City Council hearing.

#### **V. RECOMMENDATION**

Considering findings 1 through 11, other information provided herein, staff recommends that this application be recommended for approval to the City Council with the recommended revisions/language modifications contained herein.

#### **VI. DRAFT MOTION (based on recommendation)**

"In the case of the Application for a Final Plat submitted by 3N. Development, LLC, we have read the staff report and received testimony at the public hearing. We find ourselves in agreement with staff findings including all plans and attachments cited in the Staff Reports. I move that this item be approved (...with the following conditions...)"

CONDITIONS:

1. The written legal description be amended to add appropriate reference to the "City of Yukon" or "Yukon" in the first paragraph underneath the title "Legal Description".
2. The curves that are called out along Stone Mill Boulevard as C45-C47 be appropriately numbered and noted on the curve table.
3. \_\_\_\_\_  
\_\_\_\_\_







From the Office of the  
Parks & Recreation Director  
**Jan Scott**

**Memo**

Date: April 2, 2012  
To: Doug Shivers, City Clerk  
From: Jan Scott, Parks and Recreation Director  
Subject: Council Agenda April 17, 2012

Consider approval of extending the City's guarantee on the Yukon BMX loan from April 17, 2012 through May 17, 2013.

Thanks!



P.O. Box 851700  
Yukon, Oklahoma 73085  
405.354.5281

March 15, 2012

Yukon BMX Parents & Riders Association  
P.O. Box 850354  
Yukon, OK 73085  
Attn.: Jason & Carrie Willey

RE: Loan #700724980

Dear Mr. & Mrs. Willey:

Please find the enclosed copies of the promissory note, transaction history, pay-off statement and guaranty agreement for the current Loan #700724980 as of 03/14/2012. We have anticipated payments to be made on 03/20/2012 and 04/20/2012 prior to the renewal date of 05/20/2012 and we prepared an original guaranty agreement dated 05/20/12. Please inform the City of Yukon the amount disclosed is the anticipated renewal balance.

Also, please forward tax returns for 2010 and 2011 and notify us of any changes in the officers with the names, addresses, contact information and (2) forms of identification.

Let us know if you need any further assistance.

Thanks for your business,

Kelly Buckley  
Loan Department  
Yukon National Bank  
401 Elm—Main Location

Handwritten notes in the top right corner of the page, including the date "March 15, 2012" and the name "Kelly Buckley".

# GUARANTY

(Continuing Debt - Unlimited)

**DATE AND PARTIES.** The date of this Guaranty is May 20, 2012. The parties and their addresses are:

**LENDER:**

THE YUKON NATIONAL BANK  
YNB-Main  
P.O. Box 851700  
Yukon, OK 73085  
Telephone: (405) 354-5281

**BORROWER:**

YUKON BMX PARENTS & RIDERS ASSOCIATION  
an Oklahoma Other  
P.O. Box 850354  
Yukon, OK 73085

**GUARANTOR:**

CITY OF YUKON  
an Oklahoma Other  
P.O. Box 850500  
Yukon, OK 73085

**1. DEFINITIONS.** As used in this Guaranty, the terms have the following meanings:

- A. Pronouns.** The pronouns "I", "me" and "my" refer to all persons or entities signing this Guaranty, individually and together. "You" and "your" refer to the Lender.
- B. Note.** "Note" refers to the document that evidences the Borrower's indebtedness, and any extensions, renewals, modifications and substitutions of the Note.
- C. Property.** "Property" means any property, real, personal or intangible, that secures performance of the obligations of the Note, Debt, or this Guaranty.

**2. SPECIFIC AND FUTURE DEBT GUARANTY.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce your forbearance with respect to any Debt, or to induce you to extend and/or maintain credit, or grant any other financial accommodation, I absolutely and unconditionally agree to all terms of and guaranty to you the payment and performance of each and every Debt, of every type, purpose and description that the Borrower either individually, among all or a portion of themselves, or with others, may now or at any time in the future owe you, including, but not limited to the following described Debt(s) including without limitation, all principal, accrued interest, attorneys' fees and collection costs, when allowed by law, that may become due from the Borrower to you in collecting and enforcing the Debt and all other agreements with respect to the Borrower.

A promissory note or other agreement, No. 700724980, dated May 20, 2012, from Yukon BMX Parents & Riders Association (Borrower) to you, in the amount of \$7,463.91.

In addition, Debt refers to debts, liabilities, and obligations of the Borrower (including, but not limited to, amounts agreed to be paid under the terms of any notes or agreements securing the payment of any debt, loan, liability or obligation, overdrafts, letters of credit, guaranties, advances for taxes, insurance, repairs and storage, and all extensions, renewals, refinancings and modifications of these debts) whether now existing or created or incurred in the future, due or to become due, or absolute or contingent, including obligations and duties arising from the terms of all documents prepared or submitted for the transaction such as applications, security agreements, disclosures, and the Note.

You may, without notice, apply this Guaranty to such Debt of the Borrower as you may select from time to time.

**3. EXTENSIONS.** I consent to all renewals, extensions, modifications and substitutions of the Debt which may be made by you upon such terms and conditions as you may see fit from time to time without further notice to me and without limitation as to the number of renewals, extensions, modifications or substitutions.

**A. Future Advances.** I waive notice of and consent to any and all future advances made to the Borrower by you.

**4. UNCONDITIONAL LIABILITY.** I am unconditionally liable under this Guaranty, regardless of whether or not you pursue any of your remedies against the Borrower, against any other maker, surety, guarantor or endorser of the Debt or against any Property. You may sue me alone, or anyone else who is obligated on this Guaranty, or any number of us together, to collect the Debt. My liability is not conditioned on the signing of this Guaranty by any other person and further is not subject to any condition not expressly set forth in this Guaranty or any instrument executed in connection with the Debt. My obligation to pay according to the terms of this Guaranty shall not be affected by the illegality, invalidity or unenforceability of any notes or agreements evidencing the Debt, the violation of any applicable usury laws, forgery, or any other circumstances which make the indebtedness unenforceable against the Borrower. I will remain obligated to pay on this Guaranty even if any other person who is obligated to pay the Debt, including the Borrower, has such obligation discharged in bankruptcy, foreclosure, or otherwise discharged by law.

**5. BANKRUPTCY.** If a bankruptcy petition should at any time be filed by or against the Borrower, the maturity of the Debt, so far as my liability is concerned, shall be accelerated and the Debt shall be immediately payable by me. I acknowledge and agree that this Guaranty, and the Debt secured hereby, will remain in full force and effect at all times, notwithstanding any action or undertakings by, or against, you or against any Property, in connection with any obligation in any proceeding in the United States Bankruptcy Courts. Such action or undertaking includes, without limitation, valuation of Property, election of remedies or imposition of secured or unsecured claim status upon claims by you, pursuant to the United States Bankruptcy Code, as amended. In the event that any payment of principal or interest received and paid by any other guarantor, borrower, surety, endorser or co-maker is deemed, by final order of a court of competent jurisdiction, to have been a voidable preference under the bankruptcy or insolvency laws of the United States or otherwise, then my obligation will remain as an obligation to you and will not be considered as having been extinguished.

**6. REVOCATION.** I agree that this is an absolute and unconditional Guaranty. I agree that this Guaranty will remain binding on me, whether or not there are any Debts outstanding, until you have actually received written notice of my revocation or written notice of my death or incompetence. Notice of revocation or notice of my death or incompetence will not affect my obligations under this Guaranty with respect to any Debts incurred by or for which you have made a commitment

City Of Yukon  
Oklahoma Guaranty  
OK/4KBUCKLEY000000000624026031512N

Wolters Kluwer Financial Services ©1996, 2012 Bankers Systems™

Page 1



Subject to any other written contract, if my right to receive money from you is also owned by someone who has not agreed to pay the Debt, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement.

Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set-off against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

**F. Waiver.** Except as otherwise required by law, by choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

**11. COLLECTION EXPENSES AND ATTORNEYS' FEES.** On or after the occurrence of an Event of Default, to the extent permitted by law, I agree to pay all expenses of collection, enforcement or protection of your rights and remedies under this Guaranty or any other document relating to the Debt. To the extent permitted by law, expenses include, but are not limited to, reasonable attorneys' fees, court costs and other legal expenses. All fees and expenses will be secured by the Property I have granted to you, if any. In addition, to the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees incurred by you to protect your rights and interests in connection with any bankruptcy proceedings initiated by or against me.

**12. WARRANTIES AND REPRESENTATIONS.** I have the right and authority to enter into this Guaranty. The execution and delivery of this Guaranty will not violate any agreement governing me or to which I am a party.

In addition, I represent and warrant that this Guaranty was entered into at the request of the Borrower, and that I am satisfied regarding the Borrower's financial condition and existing indebtedness, authority to borrow and the use and intended use of all Debt proceeds. I further represent and warrant that I have not relied on any representations or omissions from you or any information provided by you respecting the Borrower, the Borrower's financial condition and existing indebtedness, the Borrower's authority to borrow or the Borrower's use and intended use of all Debt proceeds.

**13. RELIANCE.** I acknowledge that you are relying on this Guaranty in extending credit to the Borrower, and that I have signed this Guaranty to induce you to forbear from exercising your remedies against the Borrower, extend credit to the Borrower, maintain the Borrower's credit, or grant any other financial accommodation. I represent and warrant to you that I expect to derive substantial benefits from the continued existence of the Debt guaranteed hereby, and from any loan and/or financial accommodations resulting in the creation of other Debt guaranteed hereby. I agree to rely exclusively on the right to revoke this Guaranty prospectively as to future transactions in the manner as previously described in this Guaranty if at any time, in my opinion, the benefits then being received by me in connection with this Guaranty are not sufficient to warrant the continuance of this Guaranty. You may rely conclusively on a continuing warranty that I continue to be benefited by this Guaranty and you will have no duty to inquire into or confirm the receipt of any such benefits, and this Guaranty will be effective and enforceable by you without regard to the receipt, nature or value of any such benefits.

**14. APPLICABLE LAW.** This Guaranty is governed by the laws of Oklahoma, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

**15. AMENDMENT, INTEGRATION AND SEVERABILITY.** This Guaranty may not be amended or modified by oral agreement. No amendment or modification of this Guaranty is effective unless made in writing and executed by you and me. This Guaranty is the complete and final expression of the agreement. If any provision of this Guaranty is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

**16. ASSIGNMENT.** If you assign any of the Debts, you may assign all or any part of this Guaranty without notice to me or my consent, and this Guaranty will inure to the benefit of your assignee to the extent of such assignment. You will continue to have the unimpaired right to enforce this Guaranty as to any of the Debts that are not assigned. This Guaranty shall inure to the benefit of and be enforceable by you and your successors and assigns and any other person to whom you may grant an interest in the Debts and shall be binding upon and enforceable against me and my personal representatives, successors, heirs and assigns.

**17. INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Guaranty.

**18. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Guarantor will be deemed to be notice to all Guarantors. I will inform you in writing of any change in my name, address or other application information. I will provide you any correct and complete financial statements or other information you request. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Guaranty and to confirm your lien status on any Property. Time is of the essence.

**19. CREDIT INFORMATION.** I agree that from time to time you may obtain credit information about me from others, including other lenders and credit reporting agencies, and report to others (such as a credit reporting agency) your credit experience with me. I agree that you will not be liable for any claim arising from the use of information provided to you by others or for providing such information to others.

**20. SIGNATURES.** By signing, I agree to the terms contained in this Guaranty. I also acknowledge receipt of a copy of this Guaranty.

**GUARANTOR:**

City Of Yukon

By X \_\_\_\_\_ Date \_\_\_\_\_  
Grayson Bottom, Mayor/City Of Yukon

By X \_\_\_\_\_ Date \_\_\_\_\_  
Doug Shivers, City Clerk/City Of Yukon



03-14-2012

Yukon BMX Parents & Riders Asso.  
P. O. Box 850354  
Yukon, OK 73085

Subject: Acct Nbr: 700724980  
Borrower(s): Yukon BMX Parents & Riders Asso.

Attn: Yukon BMX Parents & Riders Asso.:

Dear Yukon BMX Parents & Riders Asso.:

The amount needed to fully satisfy the above loan on 03-14-2012 is 8,032.90

The following table describes the payoff amount in detail:

Balance Description	Due Bank	Due Customer	Per Diem After 03-14-2012
Note Interest	21.45		0.89
Note Balance	8,011.45		
<b>Totals</b>	<b>8,032.90</b>	<b>0.00</b>	

The payoff figure quoted above is subject to final verification by the note holder. Yukon National Bank reserves the right to demand additional funds before or subsequent to the release of the note holder's security interest in collateral securing the loan, to correct any error or omission in these figures made in good faith whether mathematical, clerical, typographical or otherwise. The payoff figure is also subject to change to reflect any transactions that may occur on or after the date of this payoff statement. Yukon National Bank reserves the right to retain its interest in all collateral securing the loan until payment in full of all sums due on the date of receipt is collected funds.

**IF THIS BOX IS CHECKED, the payoff figures above are for a construction loan or line of credit. Additional advances may be committed or pending.**

Very truly yours,

Yukon BMX Parents & Riders Asso.  
P. O. Box 850354  
Yukon OK 73085

----- Transaction History Account Number 700724980 -----  
05-19-2011 to 03-22-2012

Description	Eff Date	Post Date	Due Date	Balance Type	Amount	Running Bal
New Loan Disbursement Yukon BM	05-19-2011	06-09-2011		Note Balance	10373.59	10373.59
Regular Payment	06-20-2011	06-20-2011	06-20-2011	Note Interest	-36.89	
				Note Balance	-213.11	10160.48
				Note Balance(Excess)	-50.00	10110.48
				Total	300.00	
Regular Payment	07-20-2011	07-20-2011	07-20-2011	Note Interest	-33.69	
				Note Balance	-216.31	9894.17
				Note Balance(Excess)	-50.00	9844.17
				Total	300.00	
External Loan Payment Yukon Na	08-22-2011	08-22-2011	08-20-2011	Note Interest	-33.91	
				Note Balance	-216.09	9628.08
				Total	250.00	
External Loan Payment Yukon Na	09-21-2011	09-21-2011	09-20-2011	Note Interest	-33.21	
				Note Balance	-216.79	9411.29
				Note Balance(Excess)	-50.00	9361.29
				Total	300.00	
External Loan Payment Yukon Na	10-20-2011	10-20-2011	10-20-2011	Note Interest	-31.23	
				Note Balance	-218.77	9142.52
				Note Balance(Excess)	-50.00	9092.52
				Total	300.00	
External Loan Payment Yukon Na	11-21-2011	11-22-2011	11-20-2011	Note Interest	-31.32	
				Note Balance	-218.68	8873.84
				Note Balance(Excess)	-50.00	8823.84
				Total	300.00	
External Loan Payment Yukon Na	12-21-2011	12-21-2011	12-20-2011	Note Interest	-29.44	
				Note Balance	-220.56	8603.28
				Note Balance(Excess)	-50.00	8553.28
				Total	300.00	
External Loan Payment Yukon Na	01-25-2012	01-25-2012	01-20-2012	Note Interest	-29.49	
				Note Balance	-220.51	8332.77
				Note Balance(Excess)	-50.00	8282.77
				Total	300.00	
External Loan Payment Yukon Na	02-23-2012	02-23-2012	02-20-2012	Note Interest	-28.68	
				Note Balance	-221.32	8061.45
				Note Balance(Excess)	-50.00	8011.45
				Total	300.00	

<b>LOAN NUMBER</b> 700724980	<b>LOAN NAME</b> Yukon BMX Parents & Riders Association	<b>ACCT. NUMBER</b>	<b>NOTE DATE</b> 05/19/11	<b>INITIALS</b> DKG/kb
<b>NOTE AMOUNT</b> \$ 10,373.59	<b>INDEX (w/Margin)</b> Not Applicable	<b>RATE</b> 4.000%	<b>MATURITY DATE</b> 05/20/12	<b>LOAN PURPOSE</b> Commercial
Creditor Use Only				

**PROMISSORY NOTE**  
(Commercial - Single Advance)

**DATE AND PARTIES.** The date of this Promissory Note (Note) is May 19, 2011. The parties and their addresses are:

**LENDER:**  
THE YUKON NATIONAL BANK  
YNB-Main  
P.O. Box 851700  
Yukon, OK 73085  
Telephone: (405) 354-5281

**BORROWER:**  
YUKON BMX PARENTS & RIDERS ASSOCIATION  
an Oklahoma Association  
P.O. Box 850354  
Yukon, OK 73085

**1. DEFINITIONS.** As used in this Note, the terms have the following meanings:

- A. Pronouns.** The pronouns "I," "me," and "my" refer to each Borrower signing this Note, individually and together. "You" and "Your" refer to the Lender.
- B. Note.** Note refers to this document, and any extensions, renewals, modifications and substitutions of this Note.
- C. Loan.** Loan refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures or notes, and this Note.
- D. Loan Documents.** Loan Documents refer to all the documents executed as a part of or in connection with the Loan.
- E. Property.** Property is any property, real, personal or intangible, that secures my performance of the obligations of this Loan.
- F. Percent.** Rates and rate change limitations are expressed as annualized percentages.

**2. REFINANCING.** This Note will pay off the following described note(s):

Note Date	Note Number	Note Amount
May 5, 2010	# 700609180	\$ 13,540.07

The remaining balance of the note listed in the table above is \$10,373.59.

**3. PROMISE TO PAY.** For value received, I promise to pay you or your order, at your address, or at such other location as you may designate, the principal sum of \$10,373.59 (Principal) plus interest from May 19, 2011 on the unpaid Principal balance until this Note matures or this obligation is accelerated.

**4. INTEREST.** Interest will accrue on the unpaid Principal balance of this Note at the rate of 4.000 percent (Interest Rate).

- A. Post-Maturity Interest.** After maturity or acceleration, interest will accrue on the unpaid Principal balance of this Note at the Interest Rate in effect from time to time, plus an additional 5.000 percent, until paid in full.
- B. Maximum Interest Amount.** Any amount assessed or collected as interest under the terms of this Note will be limited to the maximum lawful amount of interest allowed by state or federal law, whichever is greater. Amounts collected in excess of the maximum lawful amount will be applied first to the unpaid Principal balance. Any remainder will be refunded to me.
- C. Accrual.** Interest accrues using an Actual/360 days counting method.

**5. REMEDIAL CHARGES.** In addition to interest or other finance charges, I agree that I will pay these additional fees based on my method and pattern of payment. Additional remedial charges may be described elsewhere in this Note.

- A. Late Charge.** If a payment is more than 15 days late, I will be charged \$30.00. I will pay this late charge promptly but only once for each late payment.
- B. Returned Check Charge.** I agree to pay a fee not to exceed \$15.00 for each check, negotiable order of withdrawal or draft I issue in connection with the Loan that is returned because it has been dishonored.

**6. PAYMENT.** I agree to pay this Note in 12 payments. I will make 11 payments of \$250.00 beginning on June 20, 2011, and on the 20th day of each month thereafter. A single "balloon payment" of the entire unpaid balance of Principal and interest will be due May 20, 2012.

Yukon BMX Parents & Riders Association  
Oklahoma Promissory Note  
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**B. No Waiver By Lender.** Your course of dealing, or your forbearance from, or delay in, the exercise of any of your rights, remedies, privileges or right to insist upon my strict performance of any provisions contained in this Note, or any other Loan Document, shall not be construed as a waiver by you, unless any such waiver is in writing and is signed by you.

**13. REMEDIES.** After I default, you may at your option do any one or more of the following.

**A. Acceleration.** You may make all or any part of the amount owing by the terms of this Note immediately due.

**B. Sources.** You may use any and all remedies you have under state or federal law or in any Loan Document.

**C. Insurance Benefits.** You may make a claim for any and all insurance benefits or refunds that may be available on my default.

**D. Payments Made On My Behalf.** Amounts advanced on my behalf will be immediately due and may be added to the balance owing under the terms of this Note, and accrue interest at the highest post-maturity interest rate.

**E. Set-Off.** You may use the right of set-off. This means you may set-off any amount due and payable under the terms of this Note against any right I have to receive money from you.

My right to receive money from you includes any deposit or share account balance I have with you; any money owed to me on an item presented to you or in your possession for collection or exchange; and any repurchase agreement or other non-deposit obligation. "Any amount due and payable under the terms of this Note" means the total amount to which you are entitled to demand payment under the terms of this Note at the time you set-off.

Subject to any other written contract, if my right to receive money from you is also owned by someone who has not agreed to pay this Note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement.

Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set-off against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

**F. Waiver.** Except as otherwise required by law, by choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

**14. COLLECTION EXPENSES AND ATTORNEYS' FEES.** On or after the occurrence of an Event of Default, to the extent permitted by law, I agree to pay all expenses of collection, enforcement or protection of your rights and remedies under this Note or any other Loan Document. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Note. All fees and expenses will be secured by the Property I have granted to you, if any. In addition, to the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees incurred by you to protect your rights and interests in connection with any bankruptcy proceedings initiated by or against me.

**15. COMMISSIONS.** I understand and agree that you (or your affiliate) will earn commissions or fees on any insurance products, and may earn such fees on other services that I buy through you or your affiliate.

**16. WARRANTIES AND REPRESENTATIONS.** I make to you the following warranties and representations which will continue as long as this Note is in effect:

**A. Power.** I am duly organized, and validly existing and in good standing in all jurisdictions in which I operate. I have the power and authority to enter into this transaction and to carry on my business or activity as it is now being conducted and, as applicable, am qualified to do so in each jurisdiction in which I operate.

**B. Authority.** The execution, delivery and performance of this Note and the obligation evidenced by this Note are within my powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which I am a party or to which I am or any of my Property is subject.

**C. Name and Place of Business.** Other than previously disclosed in writing to you I have not changed my name or principal place of business within the last 10 years and have not used any other trade or fictitious name. Without your prior written consent, I do not and will not use any other name and will preserve my existing name, trade names and franchises.

**17. INSURANCE.** I agree to obtain the insurance described in this Loan Agreement.

**A. Property Insurance.** I will insure or retain insurance coverage on the Property and abide by the insurance requirements of any security instrument securing the Loan.

**B. Insurance Warranties.** I agree to purchase any insurance coverages that are required, in the amounts you require, as described in this or any other documents I sign for the Loan. I will provide you with continuing proof of coverage. I will buy or provide insurance from a firm licensed to do business in the State where the Property is located. If I buy or provide the insurance from someone other than you, the firm will be reasonably acceptable to you. I will have the insurance company name you as loss payee on any insurance policy. You will apply the insurance proceeds toward what I owe you on the outstanding balance. I agree that if the insurance proceeds do not cover the amounts I still owe you, I will pay the difference. I will keep the insurance until all debts secured by this agreement are paid. If I want to buy the insurance from you, I have signed a separate statement agreeing to this purchase.

**18. APPLICABLE LAW.** This Note is governed by the laws of Oklahoma, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law. In the event of a dispute, the exclusive forum, venue and place of jurisdiction will be in Oklahoma, unless otherwise required by law.

**19. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS.** My obligation to pay the Loan is independent of the obligation of any other person who has also agreed to pay it. You may sue me alone, or anyone else who is obligated on the Loan, or any number of us together, to collect the Loan. Extending the Loan or new obligations under the Loan, will not affect my duty under the Loan and I will still be obligated to pay the Loan. This Note shall inure to the benefit of and be enforceable by you and your successors and assigns and shall be binding upon and enforceable against me and my personal representatives, successors, heirs and assigns.

**20. AMENDMENT, INTEGRATION AND SEVERABILITY.** This Note may not be amended or modified by oral agreement. No amendment or modification of this Note is effective unless made in writing and executed by you and me. This Note and the other Loan Documents are the complete and final expression of the agreement. If any provision of this Note is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable. No present or future agreement securing any other debt I owe you will secure the payment of this Loan if, with respect to this loan, you fail to fulfill any necessary

Yukon BMX Parents & Riders Association

Oklahoma Promissory Note

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MR

**GUARANTY**  
(Continuing Debt - Unlimited)

700724980

**DATE AND PARTIES.** The date of this Guaranty is May 19, 2011. The parties and their addresses are:

**LENDER:**

THE YUKON NATIONAL BANK  
YNB-Main  
P.O. Box 851700  
Yukon, OK 73085  
Telephone: (405) 354-5281

**BORROWER:**

YUKON BMX PARENTS & RIDERS ASSOCIATION  
an Oklahoma Association  
P.O. Box 850354  
Yukon, OK 73085

**GUARANTOR:**

CITY OF YUKON  
P.O. Box 850500  
Yukon, OK 73085

**1. DEFINITIONS.** As used in this Guaranty, the terms have the following meanings:

- A. Pronouns.** The pronouns "I", "me" and "my" refer to all persons or entities signing this Guaranty, individually and together. "You" and "your" refer to the Lender.
- B. Note.** "Note" refers to the document that evidences the Borrower's indebtedness, and any extensions, renewals, modifications and substitutions of the Note.
- C. Property.** "Property" means any property, real, personal or intangible, that secures performance of the obligations of the Note, Debt, or this Guaranty.

**2. SPECIFIC AND FUTURE DEBT GUARANTY.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce you, at your option, to make loans or engage in any other transactions with the Borrower from time to time, I absolutely and unconditionally agree to all terms of and guaranty to you the payment and performance of each and every Debt, of every type, purpose and description that the Borrower either individually, among all or a portion of themselves, or with others, may now or at any time in the future owe you, including, but not limited to the following described Debt(s) including without limitation, all principal, accrued interest, attorneys' fees and collection costs, when allowed by law, that may become due from the Borrower to you in collecting and enforcing the Debt and all other agreements with respect to the Borrower.

A promissory note or other agreement, No. 700724980, dated May 19, 2011, from Yukon BMX Parents & Riders Association (Borrower) to you, in the amount of \$10,373.59.

In addition, Debt refers to debts, liabilities, and obligations of the Borrower (including, but not limited to, amounts agreed to be paid under the terms of any notes or agreements securing the payment of any debt, loan, liability or obligation, overdrafts, letters of credit, guaranties, advances for taxes, insurance, repairs and storage, and all extensions, renewals, refinancings and modifications of these debts) whether now existing or created or incurred in the future, due or to become due, or absolute or contingent, including obligations and duties arising from the terms of all documents prepared or submitted for the transaction such as applications, security agreements, disclosures, and the Note.

You may, without notice, apply this Guaranty to such Debt of the Borrower as you may select from time to time.

**3. EXTENSIONS.** I consent to all renewals, extensions, modifications and substitutions of the Debt which may be made by you upon such terms and conditions as you may see fit from time to time without further notice to me and without limitation as to the number of renewals, extensions, modifications or substitutions.

**A. Future Advances.** I waive notice of and consent to any and all future advances made to the Borrower by you.

**4. UNCONDITIONAL LIABILITY.** I am unconditionally liable under this Guaranty, regardless of whether or not you pursue any of your remedies against the Borrower, against any other maker, surety, guarantor or endorser of the Debt or against any Property. You may sue me alone, or anyone else who is obligated on this Guaranty, or any number of us together, to collect the Debt. My liability is not conditioned on the signing of this Guaranty by any other person and further is not subject to any condition not expressly set forth in this Guaranty or any instrument executed in connection with the Debt. My obligation to pay according to the terms of this Guaranty shall not be affected by the illegality, invalidity or unenforceability of any notes or agreements evidencing the Debt, the violation of any applicable usury laws, forgery, or any other circumstances which make the indebtedness unenforceable against the Borrower. I will remain obligated to pay on this Guaranty even if any other person who is obligated to pay the Debt, including the Borrower, has such obligation discharged in bankruptcy, foreclosure, or otherwise discharged by law.

**5. BANKRUPTCY.** If a bankruptcy petition should at any time be filed by or against the Borrower, the maturity of the Debt, so far as my liability is concerned, shall be accelerated and the Debt shall be immediately payable by me. I acknowledge and agree that this Guaranty, and the Debt secured hereby, will remain in full force and effect at all times, notwithstanding any action or undertakings by, or against, you or against any Property, in connection with any obligation in any proceeding in the United States Bankruptcy Courts. Such action or undertaking includes, without limitation, valuation of Property, election of remedies or imposition of secured or unsecured claim status upon claims by you, pursuant to the United States Bankruptcy Code, as amended. In the event that any payment of principal or interest received and paid by any other guarantor, borrower, surety, endorser or co-maker is deemed, by final order of a court of competent jurisdiction, to have been a voidable preference under the bankruptcy or insolvency laws of the United States or otherwise, then my obligation will remain as an obligation to you and will not be considered as having been extinguished.

**6. REVOCATION.** I agree that this is an absolute and unconditional Guaranty. I agree that this Guaranty will remain binding on me, whether or not there are any Debts outstanding, until you have actually received written notice of my revocation or written notice of my death or incompetence. Notice of revocation or notice of my death or incompetence will not affect my obligations under this Guaranty with respect to any Debts incurred by or for which you have made a commitment to Borrower before you actually receive such notice, and all renewals, extensions, refinancings, and modifications of such Debts. I agree that if any other person

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Oklahoma Guaranty  
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Subject to any other written contract, if my right to receive money from you is also owned by someone who has not agreed to pay the Debt, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account. You will not be liable for the dishonor of any check when the dishonor occurs because you set-off against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

**F. Waiver.** Except as otherwise required by law, by choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

**11. COLLECTION EXPENSES AND ATTORNEYS' FEES.** On or after the occurrence of an Event of Default, to the extent permitted by law, I agree to pay all expenses of collection, enforcement or protection of your rights and remedies under this Guaranty or any other document relating to the Debt. To the extent permitted by law, expenses include, but are not limited to, reasonable attorneys' fees, court costs and other legal expenses. All fees and expenses will be secured by the Property I have granted to you, if any. In addition, to the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees incurred by you to protect your rights and interests in connection with any bankruptcy proceedings initiated by or against me.

**12. WARRANTIES AND REPRESENTATIONS.** I have the right and authority to enter into this Guaranty. The execution and delivery of this Guaranty will not violate any agreement governing me or to which I am a party. In addition, I represent and warrant that this Guaranty was entered into at the request of the Borrower, and that I am satisfied regarding the Borrower's financial condition and existing indebtedness, authority to borrow and the use and intended use of all Debt proceeds. I further represent and warrant that I have not relied on any representations or omissions from you or any information provided by you respecting the Borrower, the Borrower's financial condition and existing indebtedness, the Borrower's authority to borrow or the Borrower's use and intended use of all Debt proceeds.

**13. RELIANCE.** I acknowledge that you are relying on this Guaranty in extending credit to the Borrower, and I have signed this Guaranty to induce you to extend such credit. I represent and warrant to you that I have a direct and substantial economic interest in the Borrower and expect to derive substantial benefits from any loans and financial accommodations resulting in the creation of indebtedness guaranteed hereby. I agree to rely exclusively on the right to revoke this Guaranty prospectively as to future transactions in the manner as previously described in this Guaranty if at any time, in my opinion, the benefits then being received by me in connection with this Guaranty are not sufficient to warrant the continuance of this Guaranty. You may rely conclusively on a continuing warranty that I continue to be benefited by this Guaranty and you will have no duty to inquire into or confirm the receipt of any such benefits, and this Guaranty will be effective and enforceable by you without regard to the receipt, nature or value of any such benefits.

**14. APPLICABLE LAW.** This Guaranty is governed by the laws of Oklahoma, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

**15. AMENDMENT, INTEGRATION AND SEVERABILITY.** This Guaranty may not be amended or modified by oral agreement. No amendment or modification of this Guaranty is effective unless made in writing and executed by you and me. This Guaranty is the complete and final expression of the agreement. If any provision of this Guaranty is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

**16. ASSIGNMENT.** If you assign any of the Debts, you may assign all or any part of this Guaranty without notice to me or my consent, and this Guaranty will inure to the benefit of your assignee to the extent of such assignment. You will continue to have the unimpaired right to enforce this Guaranty as to any of the Debts that are not assigned. This Guaranty shall inure to the benefit of and be enforceable by you and your successors and assigns and any other person to whom you may grant an interest in the Debts and shall be binding upon and enforceable against me and my personal representatives, successors, heirs and assigns.

**17. INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Guaranty.

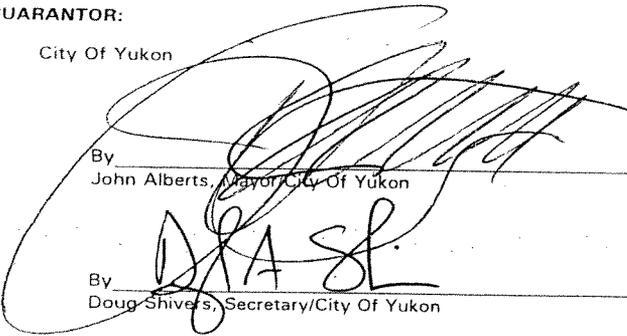
**18. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Guarantor will be deemed to be notice to all Guarantors. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Guaranty and to confirm your lien status on any Property. Time is of the essence.

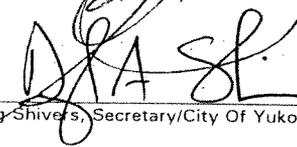
**19. CREDIT INFORMATION.** I agree that from time to time you may obtain credit information about me from others, including other lenders and credit reporting agencies, and report to others (such as a credit reporting agency) your credit experience with me. I agree that you will not be liable for any claim arising from the use of information provided to you by others or for providing such information to others.

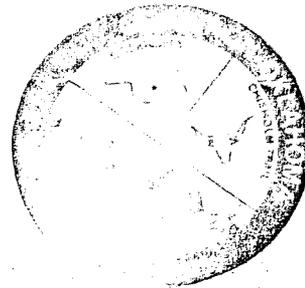
**20. SIGNATURES.** By signing, I agree to the terms contained in this Guaranty. I also acknowledge receipt of a copy of this Guaranty.

**GUARANTOR:**

City Of Yukon

By  Date 6/7/11  
John Alberts, Mayor/City Of Yukon

By  Date 6/7/11  
Doug Shivers, Secretary/City Of Yukon





John Alberts, Mayor & Council Member Ward II  
Nick Grba, Vice Mayor & Council Member Ward I  
Ken Smith, Council Member At Large  
Dewayne Maxey, Council Member Ward III  
Bob Bradway, Council Member Ward IV

From the Office of the  
Public Works Director  
Matt Maly

5

Date: March 15, 2012  
To: Grayson Bottom  
From: Matt Maly  
Cc: Eric Tucker  
Re: Paint Striping of Two Miles of City Streets

After an evaluation of the main streets within the city limits we are recommending that we complete at least two miles of road that we have determined to be in most need.

Section 1: Yukon Parkway from Wagner Rd ½ mile south, this area has a curve and is hard to identify.

Section 2: Yukon Parkway from Main south to Vandament, 1 mile. This area has two school, a park, many side streets and nursing home traffic flow.

Section 3: Vandament from Grath Brooks ½ mile west to the end of four lane surface.

Due to our winter snow operations we recommend that we use a reflective paint so we do not scrap it off.

The project estimated cost of the two miles is \$42,000, but will only be charge based on linear foot painted.



March 30<sup>th</sup>, 2011

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

Re: 1<sup>st</sup> Street from SH 66 to Cedar Avenue  
Roadway, Drainage, & Sanitary Sewer Improvement Project

Dear Mr. Bottom:

The construction estimate derived from Brewer Construction Company Unit Price contract for the above reference project is as follows:

Concrete Paving and Drainage Improvements:	\$125,693.30
Sanitary Sewer Improvements:	\$49,519.00
Total:	\$175,212.30

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

Respectfully Submitted,

Robbie Williams, P.E.

RDW: rdw

Attachment: Brewer Construction Quote

cc: File E195-10

# Brewer Construction Co.

8501 SW 8th St. - Oklahoma City, OK 73128  
 PO Box 52485 - Oklahoma City, OK 73148  
 405-787-4962  
 Fax 405-495-8972

March 30th, 2012

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  
 1st, & Cedar Paving, Drainage, &  
 Sanitary Sewer.

( QUOTE ) revised

Paving & Drainage

Description	Quantity	Unit Bid Price	Unit Bid Total
Asphalt Paving Removal	1256 S.Y.	\$ 6.50	\$ 8,164.00
6" PC Concrete Paving	1420 S.Y.	\$ 40.00	\$ 56,800.00
ODOT Type A Agg Base	645 Ton	\$ 34.00	\$ 21,930.00
Unclassified Excavation	938 C.Y.	\$ 16.50	\$ 15,477.00
Driveway Replacement	74 S.Y.	\$ 72.00	\$ 5,328.00
Valve Box Adjustment	1 Ea.	\$ 400.00	\$ 400.00
Solid Slab Sod 200-2000 sy	890 S.Y.	\$ 2.25	\$ 2,002.50
Saw Cutting	252 L.F.	\$ 5.40	\$ 1,360.80
18" CGMP	50 L.F.	\$ 36.00	\$ 1,800.00
18" CGMP End Section	4 Ea.	\$ 280.00	\$ 1,120.00
18" RCP Oring	38 L.F.	\$ 53.00	\$ 2,014.00
18" RCP End Section	2 Ea.	\$ 660.00	\$ 1,320.00
Manhole Adjustment	2 Ea.	\$ 840.00	\$ 1,680.00
Trenching 0-10'	88 L.F.	\$ 14.00	\$ 1,232.00
Crusher Run Rock	50 Ton	\$ 29.00	\$ 1,450.00
Filter Fabric Silt Fence	230 L.F.	\$ 1.50	\$ 345.00
Traffic Control	1 L.S.	\$ 3,270.00	\$ 3,270.00
			\$ 125,693.30

Sanitary Sewer

12" Pipe Bursting	457 L.F.	\$	88.00	\$	40,216.00
12 x 4" Service Reconnect	2 Ea.	\$	360.00	\$	720.00
Rehab Existing Manhole	3 Ea.	\$	680.00	\$	2,040.00
6" Sanitary Sewer Line	20 L.F.	\$	14.50	\$	290.00
4" Riser Pipe	27 V.F.	\$	9.00	\$	243.00
Trenching 0-10'	20 L.F.	\$	14.00	\$	280.00
4' Dia. Manhole 0-6'	1 Ea.	\$	1,250.00	\$	1,250.00
Manhole Ring & Lid	3 Ea.	\$	285.00	\$	855.00
Crusher Run Rock	125 Ton	\$	29.00	\$	3,625.00
TV Sewer Inspection By City					
			Total Quote	\$	49,519.00

Thank You  
Brewer Construction Company



Kevin Brewer



## **Yukon City Council Code of Ethics**

In Keeping with the City of Yukon's commitment to excellence, the effective functioning of democratic government therefore requires that The Yukon City Council has adopted this Code of Ethics for members of the City Council to assure public confidence in the integrity of local government.

As a member of the Yukon City Council I will:

- 1. Recognize the worth of individual members and appreciate their talents, perspectives and contributions.**
- 2. Help create an atmosphere of respect and civility where individual members, city staff and the public are free to express their ideas and work to their full potential.**
- 3. Conduct my personal and public affairs with honesty, integrity, fairness and respect for others.**
- 4. Respect the dignity and privacy of individuals and organizations.**
- 5. Focus on achieving constructive solutions for the public benefit.**
- 6. I will value my vote and vote with my constituency and my conscience in mind. If I have a conflict I will abstain from voting.**
- 7. I will avoid and discourage conduct which is divisive or harmful to the best interest of the City of Yukon.**
- 8. Members themselves have the primary responsibility to assure that ethical standards are understood and met and the public can continue to have full confidence in the integrity of local government.**
- 9. Any agenda item relating to a breach of this Code of Ethics shall require the request of two council members.**
- 10. The existence of a breach of this Code of Ethics shall be determined only by a majority vote of the city council based upon clear and convincing evidence.**
- 11. Upon determination that a councilmember has breached this Code of Ethics, that member shall be censured by reading the following, to-wit:**

**“Based upon an affirmative vote of the majority of the Yukon City Council it has been determined that Councilmember \_\_\_\_\_ breached the Council Code of Ethics and is hereby censured”**

**I fully understand that failure to comply with this Code of Ethics could result in censure by the City Council.**

**Signature \_\_\_\_\_**

**Date \_\_\_\_\_**

**Notary \_\_\_\_\_**

**Seal \_\_\_\_\_**