



June 21, 2011

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

Yukon City Council Work Session
Conference Room - Centennial Building - 12 South 5th Street
June 21, 2011 - 6:30 p.m.

1. Information regarding the Public Works STAR program – Matt Maly

City Council - Municipal Authority Agendas

June 21, 2011 - 7:30 p.m.

Council Chambers – Centennial Building
12 South Fifth Street, Yukon, Oklahoma

The City of Yukon strives to accommodate the needs of all citizens, including those who may be disabled. If you would like to attend this Council meeting but find it difficult to do so because of a disability or architectural barrier, please contact City Hall at 354-1895. We will make a sincere attempt to resolve the problem. If you require a sign-language interpreter at the meeting, please call or notify City Hall, 500 West Main, by noon, June 20, 2011.

Invocation:

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 June 7, 2011
- B) Payment of material claims in the amount of \$525,678.98

ACTION

(Adjourn as YMA and Reconvene as Yukon City Council)

1. Consent Docket

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

The City Manager recommends a motion that will approve:

- A) The minutes of the regular meeting of June 7, 2011
- B) Payment of material claims in the amount of \$539,040.50
- C) Reallocating budgeted appropriations for Fiscal Year 2010-2011 to achieve a balanced 2010-2011 budget
- D) The re-appointment of Dr. Darrell Hill to the board of the Spanish Cove Housing Authority, for a six (6)-year term expiring May 31, 2017, as recommended by the Nominating Committee
- E) The appointment of Ed Hatley to the Park Board, effective July 1, 2011 through June 20, 2015, as nominated by Ken Smith
- F) The appointment of Bob Doggett to the Planning Commission, effective July 1, 2011 through June 20, 2015, as nominated by Ken Smith
- G) The Renewal Agreement for the Oklahoma Municipal Assurance Group Workers' Compensation Plan, along with the selection of available RSR and Escrow credits applied to reduce the total premium paid by \$69,918.00
- H) Setting the date for the next regular Council meeting for July 5, 2011, 7:30 p.m., in the Council Chambers of the Centennial Building, 12 South Fifth Street

ACTION _____

2. Reports of Boards, Commissions and City Officials

- 3. Consider approving RESOLUTION NO. 2011 – 07, a Resolution of the Yukon City Council establishing the Nine-One-One emergency fee rate for calendar year 2012.**

ACTION _____

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

ACTION _____

- 5. Consider approving a Contract with the Yukon Public School District to provide School Resource Officers at the High School and Middle School, for the term of July 1, 2011 to June 30, 2012, for the sum of \$100,000.00**

ACTION _____

6. **Consider approving Interlocal Governmental Cooperation Agreements with the Cities of El Reno and Bethany, providing use of the Yukon jail, for the term of July 1, 2011 through June 30, 2012, for a rate of \$40.00 per day per prisoner**

ACTION _____

7. **New Business**
8. **Council Discussion**
9. **Adjournment**

Yukon Municipal Authority Minutes

June 7, 2011

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 May 17, 2011
- B) Payment of material claims in the amount of \$255,914.84
- C) Entering into a Short Term Commercial Lease Renewal with the Commissioners of the Land Office of the State of Oklahoma for water production from 3 wells, on Oklahoma School Land Trust property in Oklahoma County, at a variable rate based on water produced, for the term beginning 1/1/2011 and ending 12/31/2013

The motion to approve the YMA Consent Docket, consisting of the approval of the minutes of the regular meeting of May 3, 2011, and payment of material claims in the amount of \$255,914.84, and Entering into a Short Term Commercial Lease Renewal with the Commissioners of the Land Office of the State of Oklahoma for water production from 3 wells, on Oklahoma School Land Trust property in Oklahoma County, at a variable rate based on water produced, for the term beginning 1/1/2011 and ending 12/31/2013 was made by Trustee Grba and seconded by Trustee Smith.

The vote:

AYES: Grba, Smith, Bradway, Alberts, Maxey

NAYS: None

VOTE: 5-0

MOTION CARRIED

2A. Consider approving Resolution No. YMA-2011-01, a Resolution approving the Yukon Municipal Authority budget for the fiscal year 2011-2012 and establishing budget amendment authority.

The motion to approve Resolution No. YMA-2011-01, a Resolution approving the Yukon Municipal Authority budget for the fiscal year 2011-2012 and establishing budget amendment authority, was made by Trustee Maxey and seconded by Trustee Smith.

The vote:

AYES: Bradway, Maxey, Alberts, Smith, Grba

NAYS: None

VOTE: 5-0

MOTION CARRIED

3A. Consider entering into an agreement with Capitol Decisions, Inc., for consultant and advisory services, for the term May 1, 2011 through April 30, 2012, at a cost of \$7,500.00 per month.

The motion to approve entering into an agreement with Capitol Decisions, Inc., for consultant and advisory services, for the term May 1, 2011 through April 30, 2012, at a cost of \$7,500.00 per month, was made by Trustee Maxey and seconded by Trustee Bradway.

Trustee Bradway asked the City manager what services were provided in exchange for the fee.

City Manager Bottom stated that this firm had already recovered \$5.5 million, in the form of program funding, for water system improvements. Also, this firm could assist with long-term needs in the areas of street improvement and stormwater runoff funding, via the current National Highway Bill, at far

greater levels than the State ever could. And finally, it was advantageous to have someone to shepherd our cause in Washington, D.C..

Trustee Bradway mentioned that he had recently met with Senators Inhofe and Coburn and they were not encouraging regarding funding, but that the use of Capitol Decisions had returned Yukon to the loop for funds by the time he got back to Yukon, and that it was a must to spend the money to retain the firm.

Trustee Smith noted that this firm would replace Shawn Lepard as Yukon's lobbyist in D.C., and wanted to know if Mr. Lepard would continue to represent Yukon on water issues. Mr. Bottom confirmed he would.

Mr. Bottom also mentioned that Yukon was close enough to the State Capitol for City Staff and Elected Officials to represent ourselves there when needed. And, the Oklahoma Municipal League also provided representation for Yukon on many issues.

Trustee Alberts asked about Mr. Bottom's experience with Capitol Decisions, and also how long Yukon might retain their services. Mr. Bottom replied that he had 3 years experience while in Clinton, and also in Cordell before that. He said the term was up to the Board of Trustees, and was certainly performance based.

The vote:

AYES: Alberts, Grba, Maxey, Bradway, Smith

NAYS: None

VOTE: 5-0

MOTION CARRIED

(Adjourn as YMA and Reconvene as Yukon City Council)



June 21st, 2011

ATTN: David Goodwin
Yukon National Bank
P. O. Box 851700
Yukon, Oklahoma 73085
FAX: 354-9869

David:

At the regular Council meeting of June 21st, 2011 the City Council approved these payments to be made through a draw on our Loan #700564980 at Yukon National Bank.

This letter is authorization to prepare checks as follows:

\$ 6,568.00 Tyler Technologies

Please notify Michael Malmfeldt when these are ready. Thank you for your assistance.

John Alberts, Mayor

Doug Shivers, City Clerk

(Seal)

500 West Main Street
P. O. Box 850500
Yukon, Oklahoma 73085
Phone: 405-354-1895
Fax: 405-350-8919

CITY OF YUKON 500 West Main Street
P. O. Box 850500
Yukon, Oklahoma 73085
Phone: (405) 354-1895
Fax: (405) 354-4357



Invoice Number: INV0063737
Date: 02/29/2008

Tax ID: 75-2303920

Professional Services Invoice

Hayden Bottom

Bill To: 45154
Pat Hargis
Yukon, Ok, City of
500 West Main Street
YUKON, OK 73085

Customer: 45154
Yukon, Ok, City of
500 West Main Street
YUKON, OK 73085

Services Summary:

Project	Customer Reference	Service	Charge	Tax	Total
2007-0197	See task details	TIME	5,640.00	0.00	5,640.00
	See task details	EXPENSE	2,472.15	0.00	2,472.15
			8,112.15	0.00	

Total Due: 8,112.15

Terms: NET 30 Days

Less Credit Memo 50 2996 (1544.¹⁵)
(see att'd)
BALANCE DUE \$ 6568.⁰⁰

If you have a question regarding your invoice, please email renee.dilbeck@tylertech.com or call 800-646-2633

Remit To: Lock Box 678151
Dallas, TX 75267-8151



Invoice Number: INV0063737
 Date: 02/29/2008

Tax ID: 75-2303920

Professional Services Invoice

Bill To: 45154
 Pat Hargis
 Yukon, Ok, City of
 500 West Main Street
 YUKON, OK 73085

Customer: 45154
 Yukon, Ok, City of
 500 West Main Street
 YUKON, OK 73085

Services Detail:

Project Name: 2007-0197
Customer Reference: See task details

Time

Resource	Task	Reference	Time Type	Activity	Date	Units	UOT	Fees	Current Invoice
Duke, Gayla	HR Project Cons			Consulting	02/06/2008	4.00 Regular	Hours	480.00	480.00
Duke, Gayla	HR Project Cons			Consulting	02/07/2008	8.50 Regular	Hours	1,020.00	1,020.00
Mercer, Linda	HR Base Pkg			Training	02/04/2008	8.00 Regular	Hours	960.00	960.00
Mercer, Linda	HR Base Pkg			Training	02/05/2008	8.00 Regular	Hours	960.00	960.00
Mercer, Linda	HR Base Pkg			Training	02/06/2008	3.00 Regular	Hours	360.00	360.00
Julius, Alissa	LF Financial Su			Training	02/20/2008	8.00 Regular	Hours	960.00	960.00
Julius, Alissa	LF Financial Su			Training	02/21/2008	7.50 Regular	Hours	900.00	900.00
									5,640.00

If you have a question regarding your invoice, please email renee.dilbeck@tylertech.com or call 800-646-2633

Remit To: Lock Box 678151
 Dallas, TX 75267-8151

Expense

Resource	Task Name	Reference	Expense Type	Date	Units	UOM	Fees	Current Invoice
Duke, Gayla	HR Base Pkg		Airfare	02/08/2008	1.00	Expense	423.50	423.50
Duke, Gayla	HR Base Pkg		Lodging	02/08/2008	1.00	Expense	201.04	201.04
Duke, Gayla	HR Base Pkg		Lodging	02/08/2008	1.00	Expense	240.77	240.77
Duke, Gayla	HR Base Pkg		Rental Car	02/08/2008	1.00	Expense	360.38	360.38
Duke, Gayla	HR Base Pkg		Gasoline	02/08/2008	1.00	Expense	24.08	24.08
Duke, Gayla	HR Base Pkg		Parking Fees	02/08/2008	1.00	Expense	45.10	45.10
Duke, Gayla	HR Base Pkg		Mileage	02/08/2008	82.00	Expense Each	41.41	41.41
Duke, Gayla	HR Base Pkg		Per Diem - 539	02/08/2008	5.33	Expense Each	207.87	207.87
Julius, Alissa	LF Financial Su		Airfare	02/22/2008	1.00	Expense	254.65	254.65
Julius, Alissa	LF Financial Su		Rental Car	02/22/2008	1.00	Expense	215.97	215.97
Julius, Alissa	LF Financial Su		Lodging	02/22/2008	1.00	Expense	313.83	313.83
Julius, Alissa	LF Financial Su		Gasoline	02/22/2008	1.00	Expense	13.68	13.68
Julius, Alissa	LF Financial Su		Per Diem - 539	02/22/2008	3.33	Expense Each	129.87	129.87
								2,472.15
Totals: 2007-0197								8,112.15
Total Current Invoice								8,112.15

Credit Memo
\$ 1544.15

If you have a question regarding your invoice, please email renee.dibeck@tylertech.com or call 800-646-2633

Remit To: Lock Box 678151
Dallas, TX 75267-8151

CREDIT MEMO



Remittance:

Tyler Technologies, Inc. (FEIN 75-2303920)
 P.O. Box 678151
 Dallas, TX 75267-8151

CREDIT MEMO #	PAGE
502996	1
CREDIT DATE	
04/08/2008	

Questions:

Phone: 1-800-646-2633

SOLD TO

City of Yukon
 500 West Main Street
 Yukon, OK 73085

SHIP TO

Yukon, Ok, City of
 500 West Main Street
 YUKON, Oklahoma 73085
 USA
 YUKON, OK 73085

CUSTOMER NO.	ORDER #	P. O. #	APPLIED TO INVOICE #
45154	551.672.00-0.00		63737

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	UM	EXT PRICE
Travel expenses for Gayla were not supposed to be billed					
1TVOS	1.00	Travel - Onsite Implementation	(1,544.15)	EA	(1,544.15)

Applied to INV 63737 (1544.¹⁵)
IN FULL

COMMENTS:	CREDIT AMOUNT	(1,544.15)
	DELIVERY/HANDLING	0.00
	SALES TAX	0.00
	TOTAL CREDIT	(1,544.15)

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.

Downey Contracting LLC	<i>3217 NE 63rd St. Oklahoma City, OK 73121</i>	81-9130-16-2
CREDITOR		TRUST NO.

ITEM		ITEM NO.
<i>6/21/11</i>	<i>Yukon Fire Station</i>	<i>\$ 434,435⁰⁰</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



Mr. Michael Malmfeldt
City Clerk
City of Yukon, City Hall Bldg.
500 West Main
Yukon Oklahoma, 73099

June 6, 2011

Re: New Yukon Fire Station, 2011

Dear Mr. Malmfeldt,

Attached, please find one copy of the Contractors Application and Certificate for Payment No. 4, in the amount of \$434,435.00. We have reviewed the application and have inspected the project and have found that, to the best of our knowledge, belief, and available information, this application and certificate for payment is in accordance with the Contract Documents. We therefore recommend payment of this application as submitted.

Payment breakdown for this project as of this date is as follows:

Contract Amount:	\$3,825,500.00
Change Orders to date:	\$ 00.00
<hr/>	
Sub-Total:	\$3,825,500.00
Amount Paid (including this Pay Application, less retainage)	\$ 902,000.30
Balance Remaining	\$2,923,499.70

If you have any questions, or require additional information, please advise.

Sincerely,
Triad Design Group, Inc.

Randy S. Thomas, P.A.

Encl.

Cc: File A167.0
Tammy Kretchmar

DOWNEY CONTRACTING LLC3217 NE 63rd Street
Oklahoma City, Oklahoma 73121Phone: (405) 478-5277
Fax: (405) 478-5269

SUBMITTAL TRANSMITTAL

PROJECT: New Yukon Fire Station**DATE:** 6/1/11**TO:** Triad Design Group, Inc.
3020 N.W. 149th Street
Oklahoma City, OK 73134**RE:** PAY APPLICATIONS**ATTN:** Sharri Hiller / Randy Thomas**PHONE:** 405.752.1122**FAX:** 405.752.8855**PHONE:**

WE ARE SENDING:	SUBMITTED FOR:	ACTION TAKEN:
<input type="checkbox"/> Shop Drawings	<input checked="" type="checkbox"/> Approval	<input type="checkbox"/> Approved as Submitted
<input type="checkbox"/> Letter	<input type="checkbox"/> Your Use	<input type="checkbox"/> Approved as Noted
<input type="checkbox"/> Submittals	<input type="checkbox"/> As Requested	<input type="checkbox"/> Returned After Loan
<input type="checkbox"/> Purchase Order	<input type="checkbox"/> Review and Comment	<input type="checkbox"/> Resubmit
<input type="checkbox"/> Plans	SENT VIA:	<input type="checkbox"/> Submit
<input type="checkbox"/> Samples	<input type="checkbox"/> Fax	<input type="checkbox"/> Returned
<input type="checkbox"/> Specifications	<input checked="" type="checkbox"/> Attached	<input type="checkbox"/> Returned for Corrections
<input type="checkbox"/> Other:	<input type="checkbox"/> Separate Cover Via: Mail	<input type="checkbox"/> Bid Due:

#	NUMBER	DESCRIPTION
COPIES		
3	004	PAY APPLICATION

REMARKS:Paullei Mumme, Ext 308
Assistant Project Manager
pmumme@downeycontracting.comDay Zimbelman, Ext 303
Project Manager
dzimbelman@downeycontracting.com

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

Owner **City of Yukon**
 500 West Main
 Yukon, OK 73085

Contractor **Downey Contracting, LLC**
 3217 NE 63rd Street
 Oklahoma City, OK 73121

Project **Yukon Fire Station**
 1000 W Main Street
 Yukon, OK

Architect **Triad Design Group**
 3020 NW 149th Street
 Oklahoma City, OK 73134

Application No. **Four (4)**

Period From: **04/29/11**
 Period To: **05/31/11**

Project No. **3210**

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

Signature of Project Manager

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

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

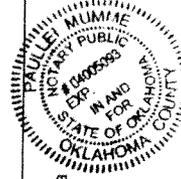
- 1. ORIGINAL CONTRACT SUM \$ **3,825,500.00**
- 2. Net change by Change Orders \$ **0.00**
- 3. CONTRACT SUM TO DATE (Line 1+/-2) \$ **3,825,500.00**
- 4. TOTAL COMPLETED TO DATE (Column H on G703) \$ **949,474.00**
- 5. RETAINAGE: \$ **47,473.70**
(Total in Column K of G703)
- 6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$ **902,000.30**
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ **467,565.30**
- 8. CURRENT PAYMENT DUE \$ **434,435.00**

Contractor **Downey Contracting, LLC**

State of **Oklahoma** County of **Oklahoma**

By: *Signature of Project Manager*
 Date **05/31/11**

Subscribed and sworn to before me this 31st day of May, 2011



Notary Public *Signature of Notary* Commission # **4005093**

AMOUNT CERTIFIED **\$ 434,435.00**

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

ARCHITECT: **TRAD DESIGN**
 By: *Signature of P. Adams* Date **6-6-2011**

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

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

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

APPLICATION NUMBER: Four (4)
 APPLICATION DATE: 05/31/11
 PERIOD FROM: 04/29/11
 PERIOD TO: 05/31/11

Downey Project #: 3210

A ITEM No.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D COMPLETED WORK		E Work in This Period		F STORED MATERIALS		G Stored Materials This Period	H TOTAL COMPLETED TO DATE & STORED MATLS	I % (HIC)	J Balance To Finish	K Retainage
			Previous Applications	Work in This Period	Stored Material Prior Applications	Stored Material This Period							
1	Bonds & Insurance	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00	100%	0.00	1,400.00	
2	General Conditions	360,000.00	76,500.00	30,000.00	0.00	0.00	0.00	0.00	106,500.00	30%	253,500.00	5,325.00	
3	Allowance 1: Unknown Site Conditions	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	5,000.00	0.00	
4	Allowance 2: Incidental Changes to Building	10,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	10,000.00	0.00	
5	Allowance 3: Erect Communications Antennae Provided by Others	8,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	8,500.00	0.00	
6	Allowance 4: Purchase, Deliver, Install Interior and Misc Signage	8,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	8,500.00	0.00	
7	Allowance 5: Purchase, Deliver, Install Site and Building Signage	8,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	8,500.00	0.00	
8	Allowance 6: Electrical/Data Outlets for Furniture/Equip by Others	6,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	6,000.00	0.00	
9	Allowance 7: Modifications to "Alert Systems" in Existing Fire Stations	18,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	18,000.00	0.00	
10	Allowance 8: Install Corner Stone Unit provided by Others	3,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	3,000.00	0.00	
11	Allowance 9: Purchase and Install Misc Site Lighting Fixtures	4,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	4,000.00	0.00	
12	Allowance 10: Allowance for Brick (part of masonry line item)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	
13	Allowance 11: Purchase, Deliver, Install Bronze Plaque	3,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	3,500.00	0.00	
14	Allowance 12: Upgrade Door Hardware or Keying as Directed by Owner	3,200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	3,200.00	0.00	
15	Earthwork	61,500.00	61,500.00	0.00	0.00	0.00	0.00	0.00	61,500.00	100%	0.00	3,075.00	
16	Termite Treatment	1,800.00	500.00	800.00	0.00	0.00	0.00	0.00	1,300.00	72%	500.00	65.00	
17	Landscaping	51,472.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	51,472.00	0.00	
18	Concrete and Rebar	343,677.00	184,000.00	82,000.00	0.00	0.00	0.00	0.00	266,000.00	77%	77,677.00	13,300.00	
19	Masonry	322,200.00	35,000.00	0.00	0.00	7,874.00	0.00	0.00	42,874.00	13%	279,326.00	2,143.70	
20	Structural Steel	6,800.00	6,800.00	285,000.00	0.00	0.00	0.00	0.00	291,800.00	80%	71,200.00	14,590.00	
21	Stainless Steel Counters	14,980.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	14,980.00	0.00	
22	Steel Erection	107,420.00	0.00	15,000.00	0.00	0.00	0.00	0.00	15,000.00	14%	92,420.00	750.00	
23	Rough Carpentry	21,376.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	21,376.00	0.00	
24	Exterior Trim	27,188.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	27,188.00	0.00	
25	Siding	8,800.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	8,800.00	0.00	
26	Cabinets	23,853.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	23,853.00	0.00	
27	Waterproofing and Joint Sealants	17,070.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	17,070.00	0.00	
28	Membrane Roofing	64,920.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	64,920.00	0.00	
29	Shingle Roofing and Plywood	149,776.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	149,776.00	0.00	
30	Spray Fireproofing	3,950.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	3,950.00	0.00	
31	Aluminum Storefront	18,708.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	18,708.00	0.00	
32	Hollow Metal	14,708.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	14,708.00	0.00	
33	Wood Doors	8,200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	8,200.00	0.00	
34	High Speed Overhead Doors	163,050.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	163,050.00	0.00	
35	Aluminum Windows	31,960.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	31,960.00	0.00	
36	Finish Hardware	41,715.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	41,715.00	0.00	
37	Gypsum Drywall, Metal Studs, Acoustical Ceilings	208,003.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	208,003.00	0.00	
38	Flooring	66,035.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	66,035.00	0.00	
39	Painting	68,903.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	68,903.00	0.00	
40	Fire Extinguishers and Cabinets	2,122.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	2,122.00	0.00	
41	Flagpoles	5,580.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	5,580.00	0.00	
42	Metal Lockers	9,845.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	9,845.00	0.00	
43	Grid Gear Lockers	19,330.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	19,330.00	0.00	
44	Toilet and Bath Accessories	3,059.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	3,059.00	0.00	
45	Toilet Partitions	4,170.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	4,170.00	0.00	
46	Display Case	3,695.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	3,695.00	0.00	
47	Wall Protection	8,603.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	8,603.00	0.00	
48	Tower Clock	5,145.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	5,145.00	0.00	
49	Restaurant Equipment	37,525.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	37,525.00	0.00	
50	Projection Screens	1,940.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	1,940.00	0.00	
51	Hoists	14,658.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	14,658.00	0.00	
52	Mechanical	564,767.00	56,500.00	32,500.00	0.00	0.00	0.00	0.00	89,000.00	16%	475,767.00	4,450.00	
53	Fire Suppression	41,060.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	41,060.00	0.00	
54	Electrical	438,437.00	35,500.00	12,000.00	0.00	0.00	0.00	0.00	47,500.00	11%	390,937.00	2,375.00	
GRAND TOTAL											25%	2,876,026.00	47,473.70

CLAIM OR INVOICE AFFIDAVIT

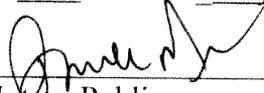
STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA)

The undersigned (contractor), of lawful age, being first duly sworn, on oath says that this (invoice, claim or contract) is true 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 to the affiant. Affiant further states that (s)he has made no payment, given, or donated or agreed to pay, give, or donate, either directly or indirectly, to any elected official, officer, or employee of the State of Oklahoma, of money or any other thing of value to obtain payment or award of this contract.



Day Zimbelman
Downey Contracting, LLC

Subscribed and sworn to before me this 31st date of May, 2011.



Notary Public



My Commission Expires: 6/7/2012
My Commission Number: 04005093

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.

<u>Brewer Construction Co.</u>	<u>P.O. Box 82485</u>	
	<u>Oklahoma City, OK 73148</u>	<u>81-9130-16-2</u>
CREDITOR		TRUST NO.

ITEM		ITEM NO.
<u>6/21/11</u>	<u>Yukon Fire Station</u>	<u>\$ 79,725.98</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



June 6, 2011

Michael Malmfeldt
City Treasurer
City of Yukon
P.O. Box 850500
Yukon, OK 73085

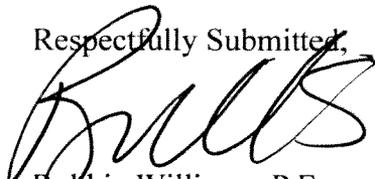
**Re: 2008 Yukon Concrete, Asphalt Paving W/Drainage, Water & Sewer Contract
Yukon Fire Station**

Dear Mr. Malmfeldt,

Please find attached Brewer Construction Company Yukon Claim # 2011-23 in an amount of \$79,725.98 which we recommend payment.

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

Respectfully Submitted,



Robbie Williams, P.E.

RW/js

Attachment

cc: File A167/Brewer Pay Claims

Brewer Construction Co.

5301 SW 8th St. - Oklahoma City, OK 73128
 PO Box 82485 - Oklahoma City, OK 73148
 405-787-4962
 Fax 405-495-8972

Grayson Bottom
 A167 - to Michael
 volume

June 6th, 2011

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

RE: 2008 Yukon Concrete, Asphalt Paving
 W/ Drainage, Water & Sewer Contract

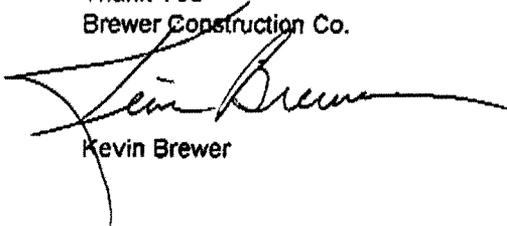
Yukon Claim # 2011- 23

Yukon Fire Station
 ESTIMATE # 4 Progressive

Description	Quantities	Unit Price	Total Price
Asphalt pavement removal	0 sy	\$ 6.00	\$ -
Concrete pavement removal	4622.22 sy	\$ 6.00	\$ 27,733.32
Curb removal	32 lf	\$ 7.20	\$ 230.40
6" P.C. concrete paving	0 sy	\$ 40.25	\$ -
1" Additional concrete paving	0 sy	\$ 7.20	\$ -
Fast track patching	0 sy	\$ 72.00	\$ -
Unclassified excavation	414.8 cy	\$ 12.00	\$ 4,977.60
Handicap ramp	0 sy	\$ 212.40	\$ -
4" Sidewalk	0 sy	\$ 42.00	\$ -
3500 psi structural concrete	121.83 cy	\$ 448.20	\$ 54,604.21
Reinforcing steel	13430 lbs	\$ 1.32	\$ 17,727.60
18" RCP O-ring	366 lf	\$ 53.81	\$ 19,694.46
24" rcp o-ring	331 lf	\$ 62.06	\$ 20,541.86
24" rcp fes	0 ea	\$ 847.82	\$ -
36" rcp o-ring	0 lf	\$ 92.40	\$ -
42" RCP O-ring	102 lf	\$ 126.72	\$ 12,925.44
Type I plain riprap	0 cy	\$ 49.99	\$ -
Trench excavation and backfill 0-10'	799 lf	\$ 12.62	\$ 10,083.38
6" dip waterline w/ 8 mil poly wrap	0 lf	\$ 17.22	\$ -
8" dip waterline w/8 mil poly wrap	0 lf	\$ 21.04	\$ -
Fittings	0 lbs	\$ 7.30	\$ -
Mega-lug series 1106	0 ea	\$ 62.71	\$ -
Mega-lug series 1108	0 ea	\$ 86.83	\$ -
6" gate valve & box	0 ea	\$ 665.60	\$ -
Waterline disinfection & testing	0 lf	\$ 1.79	\$ -
Fire hydrant complete	0 ea	\$ 2,397.88	\$ -
6" tapping valve & sleeve & tap	0 ea	\$ 2,468.18	\$ -
8" tapping valve & sleeve & tap	0 ea	\$ 2,908.40	\$ -
4' dia manhole	0 ea	\$ 1,243.20	\$ -
Manhole ring & lid	1 ea	\$ 282.53	\$ 282.53

8" pvc sanitary sewer line	0 lf	\$	18.60	\$	-
Sanitary sewer line testing	0 lf	\$	1.88	\$	-
Solid slab sod 200sy-2000sy	0 sy	\$	2.52	\$	-
CICI okc std 2-0	1 ea	\$	1,822.80	\$	1,822.80
Grated street inlet	1.5 ea	\$	15,940.80	\$	23,911.20
4" paving marking paint	0 lf	\$	0.78	\$	-
Thermoplastic traffic words odot	0 ea	\$	174.00	\$	-
1" SLS(str bore) w/8" brass saddle	0 ea	\$	720.83	\$	-
1" Crusher run rock	1205.44 ton	\$	28.80	\$	34,716.67
Saw cutting	36 lf	\$	5.40	\$	194.40
ODOT type A aggregate base	0 ton	\$	32.40	\$	-
Filter fabric silt fence	1675 lf	\$	3.00	\$	5,025.00
2'-8" Concrete comb. curb& gutter 6" barrier	0 lf	\$	20.40	\$	-
				Total Work Complete	\$ 234,470.87
				Material On Hand	\$ -
				Less 5 %	\$ (11,723.54)
				Less Previously Paid	\$ (143,021.35)
				Total Due Est. # 4	\$ 79,725.98

Thank You
Brewer Construction Co.



Kevin Brewer

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.

TRIAD DESIGN GROUP ^{3020 NW 149th St} Oklahoma City, OK 73134	81-9130-16-2
CREDITOR	TRUST NO.

ITEM		ITEM NO.
<i>6/21/11</i>	<i>FIRE STATION</i>	<i>\$ 4,950.00</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 # 7836
 PROJECT # A167.00
 STATEMENT# 12
 DATE: June 8, 2011
 CIT220

Re: Yukon Fire Station

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 April 26 through May 25, 2011

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 350.50 Hrs. x \$55.00 = \$19,277.50

	\$390,347.50
Less Previous Billing	385,397.50
Amount Due	\$4,950.00

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

Yukon Fire Station

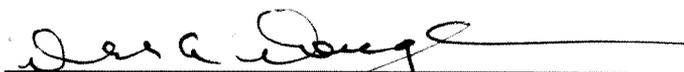
STATE OF OKLAHOMA

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.



Architect, Supplier, Contractor, Engineer

Subscribed and sworn to before me this

8th day of June, 2011



Notary Public (or Clerk or Judge)



My Commission Expires:

May 25, 2013

Yukon City Council Minutes June 7, 2011

The Yukon City Council met in regular session on June 7, 2011 at 7:30 p.m. in the Council Chambers of the Centennial Building, 12 South Fifth Street, Yukon, Oklahoma.

The invocation was given by Council Member Bradway.
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
Pat Garrett, Assistant City Engineer	Doug Shivers, City Clerk
Jan Scott, Parks & Recreation Director	Mitch Hort, Community Development Director
John Corn, Acting Police Chief	Matt Maly, Public Works Director
Gary Cooper, Information Technology Director	Bill Stover, Asst. Public Works Director
Frosty Peak, Emergency Management Director	Sara Schieman, Library Director
Klare Ly, Community Affairs Specialist	

PUBLIC HEARING

Soliciting citizen input on the 2011-2012 City of Yukon budget

There were no citizens present to participate in the Public Hearing.

Presentations and Proclamations

There were no Presentations or Proclamations.

•••

Visitors

There were no visitors.

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

1A. YMA Consent Docket

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

The City Manager recommends a motion to approve:

- A) The minutes of the regular meeting of May 17, 2011
- B) Payment of material claims in the amount of \$255,914.84
- C) Entering into a Short Term Commercial Lease Renewal with the Commissioners of the Land Office of the State of Oklahoma for water production from 3 wells, on Oklahoma School Land Trust property in Oklahoma County, at a variable rate based on water produced, for the term beginning 1/1/2011 and ending 12/31/2013

The motion to approve the YMA Consent Docket, consisting of the approval of the minutes of the regular meeting of May 3, 2011, and payment of material claims in the amount of \$255,914.84, and Entering into a Short Term Commercial Lease Renewal with the Commissioners of the Land Office of the State of Oklahoma for water production from 3 wells, on Oklahoma School Land Trust property in Oklahoma County, at a variable rate based on water produced, for the term beginning 1/1/2011 and ending 12/31/2013 was made by Trustee Grba and seconded by Trustee Smith.

The vote:

AYES: Grba, Smith, Bradway, Alberts, Maxey

NAYS: None

VOTE: 5-0

MOTION CARRIED

2A. Consider approving Resolution No. YMA-2011-01, a Resolution approving the Yukon Municipal Authority budget for the fiscal year 2011-2012 and establishing budget amendment authority.

The motion to approve Resolution No. YMA-2011-01, a Resolution approving the Yukon Municipal Authority budget for the fiscal year 2011-2012 and establishing budget amendment authority, was made by Trustee Maxey and seconded by Trustee Smith.

The vote:

AYES: Bradway, Maxey, Alberts, Smith, Grba

NAYS: None

VOTE: 5-0

MOTION CARRIED

3A. Consider entering into an agreement with Capitol Decisions, Inc., for consultant and advisory services, for the term May 1, 2011 through April 30, 2012, at a cost of \$7,500.00 per month.

The motion to approve entering into an agreement with Capitol Decisions, Inc., for consultant and advisory services, for the term May 1, 2011 through April 30, 2012, at a cost of \$7,500.00 per month, was made by Trustee Maxey and seconded by Trustee Bradway.

Trustee Bradway asked the City manager what services were provided in exchange for the fee.

City Manager Bottom stated that this firm had already recovered \$5.5 million, in the form of program funding, for water system improvements. Also, this firm could assist with long-term needs in the areas of street improvement and stormwater runoff funding, via the current National Highway Bill, at far greater levels than the State ever could. And finally, it was advantageous to have someone to shepherd our cause in Washington, D.C..

Trustee Bradway mentioned that he had recently met with Senators Inhofe and Coburn and they were not encouraging regarding funding, but that the use of Capitol Decisions had returned Yukon to the loop for funds by the time he got back to Yukon, and that it was a must to spend the money to retain the firm.

Trustee Smith noted that this firm would replace Shawn Lepard as Yukon's lobbyist in D.C., and wanted to know if Mr. Lepard would continue to represent Yukon on water issues. Mr. Bottom confirmed he would.

Mr. Bottom also mentioned that Yukon was close enough to the State Capitol for City Staff and Elected Officials to represent ourselves there when needed. And, the Oklahoma Municipal League also provided representation for Yukon on many issues.

Trustee Alberts asked about Mr. Bottom's experience with Capitol Decisions, and also how long Yukon might retain their services. Mr. Bottom replied that he had 3 years experience while in Clinton, and also in Cordell before that. He said the term was up to the Board of Trustees, and was certainly performance based.

The vote:

AYES: Alberts, Grba, Maxey, Bradway, 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 May 17, 2011
- B) Payment of material claims in the amount of \$612,522.27
- C) Setting the date for the next regular Council meeting for June 21, 2011, 7:30 p.m., in the Council Chambers of the Centennial Building, 12 South Fifth Street

The motion to approve the Consent Docket, consisting of the approval of the minutes of the regular meeting of May 17, 2011; payment of material claims in the amount of \$612,522.27; declaring the items on the attached list from the Public Works Department as surplus, and authorizing their sale or donation; declaring the items on the attached list from the Technology Department as surplus, and authorizing their sale or donation; and setting the date for the next regular Council meeting for June 21, 2011, 7:30 p.m., in the Council Chambers of the Centennial Building, 12 South Fifth Street, was made by Council Member Grba and seconded by Council Member Maxey.

The vote:

AYES: Maxey, Smith, Grba, Alberts, Bradway

NAYS: None

VOTE: 5-0

MOTION CARRIED

2. Report of Boards, Commissions and City Officials

There were no reports.

3. Consider approving Resolution No. 2011-06, a Resolution approving the City of Yukon, Oklahoma budget for the fiscal year 2011-2012 and establishing budget amendment authority.

The motion to approve an Resolution No. 2011-06, a Resolution approving the City of Yukon, Oklahoma budget for the fiscal year 2011-2012 and establishing budget amendment authority, was made by Council Member Smith and seconded by Council Member Maxey.

Council Member Bradway wanted to know if City Funding in the amount of \$30,000.00 was going to be provided to the Chamber of Commerce, along with a lease of \$1.00 for their building. He believed that they should earn City Funding based on what business they bring to Yukon, and that the recent retail development in Yukon was the result of work done by individuals, not the Chamber.

Council Member Smith stated that the City and Chamber have a good relationship. He agreed with placing the Chamber on some kind of commission basis, but felt that any change should occur in the next budget year, not in the budget being considered for approval.

City Manager Bottom said that whatever plan was chosen, it had to have a line item in the City budget. He noted that negotiations with the Chamber had already started with respect to facility repairs. He also said that the recommendation of the Yukon Tomorrow group was to retain a private economic development firm, which would not necessarily compete with the Chamber. This firm would have stakeholders.

Council Member Grba also felt that the Chamber should have some accountability.

The vote:

AYES: Smith, Grba, Maxey, Alberts

NAYS: Bradway

VOTE: 4-1

MOTION CARRIED

4. Consider approving a request for acceptance of the utility easement that will serve the sanitary sewer line for 1670 Garth Brooks Blvd. (Yukon Village Pad 2 Core & Shell)

The motion to approve the request for acceptance of the utility easement that will serve the sanitary sewer line for 1670 Garth Brooks Blvd. (Yukon Village Pad 2 Core & Shell), was made by Council Member Grba and seconded by Council Member Maxey.

The vote:

AYES: Grba, Maxey, Bradway, Alberts, Smith

NAYS: None

VOTE: 5-0

MOTION CARRIED

5. Consider approving a request for a Revocable Permit from Wanamaker Yukon LC, Yukon Village Pad 2 Core & Shell, located at 1670 Garth Brooks Blvd., to cover landscaping, parking lot and lighting

The motion to approve a request for a Revocable Permit from Wanamaker Yukon LC, Yukon Village Pad 2 Core & Shell, located at 1670 Garth Brooks Blvd., to cover landscaping, parking lot and lighting, was made by Council Member Smith and seconded by Council Member Maxey.

The vote:

AYES: Bradway, Grba, Alberts, Smith, Maxey

NAYS: None

VOTE: 5-0

MOTION CARRIED

6. New Business None.

7. Council Discussion

Council Members Maxey, Smith, Grba, and Bradway had no comments.

Mayor Alberts thanked John Knuppel for his work in presenting the Veteran's Ceremony on Memorial Day. He also noted that the first event in the Mayor's Fitness Challenge had occurred, with 16 people participating. The time will be moving to 8:00 pm on Sundays, and in early July, a group training for the Spirit Sprint 5K will be meeting at Boot Hill in Chisholm Trail Park.

8. Adjournment

John Alberts, Mayor

Doug Shivers, City Clerk

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01						
		Legislative				
11-43730	01-00101	City of Yukon (BankOne)ADM	lodging exp-NLC CongresCi	3/2011	Marriottwardm27895	554.18
			car service-NLC CongresCi	3/2011	AtlasLimousine3/14	41.04
			car service-NLC CongresCi	3/2011	AtlasLimousine3/16	38.88
			meal exp-NLC CongressCiti	3/2011	Marriottwardm27894	24.45
			meal exp-NLC CongressCiti	3/2011	Oceanaire 3/15/11	65.41
			meal exp-NLC CongressCiti	3/2011	FirehookBakery3/14	8.03
			meal exp-NLC CongressCiti	3/2011	OakStBeachCafe3/15	10.60
			meal exp-NLC CongressCiti	3/2011	Miller'sPub 3/17	12.85
			meal exp-NLC CongressCiti	3/2011	Marriott 5693	25.45
			meal exp-NLC CongressCiti	3/2011	Marriott 7305	23.85
11-44494	01-00101	City of Yukon (BankOne)ADM	parking exp-NLC CongresCi	3/2011	AmpcoParking 16423	10.50
			pre-pay lodging exp-ICSC	5/2011	Venetian 05/06/11	206.08
			lodging exp-ICSC	5/2011	Venetian 590898	206.08
			meal exp-ICSC	5/2011	SanGennaroGri15/22	6.46
			meal exp-ICSC	5/2011	In-N-OutBurger5/23	6.38
			meal exp-ICSC	5/2011	SanGennaroGri15/23	14.78
			meal exp-ICSC	5/2011	Morton'sSteak5/23	98.92
			meal exp-ICSC	5/2011	360DegrBurrito5/24	8.63
11-44663	01-00101	City of Yukon (BankOne)ADM	Gavel, name plate	5/2011	Y Trophy 1105177	28.50
11-44751	01-00101	City of Yukon (BankOne)ADM	print Econ.Devel brochure	5/2011	NextDayFlyeN506510	357.31
11-44925	01-00101	City of Yukon (BankOne)ADM	Jackets for Council Gifts	6/2011	LandsEnd 7685054	165.95
11-44926	01-00101	City of Yukon (BankOne)ADM	Council Gifts-wind vests	6/2011	VegasGolfPros7977	269.70
11-44947	01-00101	City of Yukon (BankOne)ADM	Council Dinner supplies	2/2011	Target 2/6/11	8.95
			credit	2/2011	Target 2/6/11CR	8.95-
			Council Dinner supplies	4/2011	walmart 09584	59.40
			Council Dinner 05/17/11	5/2011	Primo's 05/17/11	145.45
			Council Dinner 06/07/11	6/2011	CityBites 06/07/11	133.70
11-44949	01-01013	A Royal Flush	portapottie unit-10 w. Ma	1/2011	510	85.00
			portapottie unit-10 w. Ma	2/2011	565 (Rev)	16.25
11-44952	01-05386	Capitol Decisions	Prof Services-May/Jun'11	6/2011	7512	15,000.00
11-44970	01-05450	CBEW Professional Group, LL	Prof Services 10-11	5/2011	17757	17,600.00
11-44948	01-1	J & L Survey, Inc.	loan survey-10 S.5th	6/2011	J 110988	140.00
11-44927	01-15440	Frontier Country	EconDev brochure design	6/2011	6288A	175.00
11-44954	01-28950	Lepard Consulting LLC	Prof Services-May'11	5/2011	5 05/26/11	2,916.00
11-44959	01-36842	OK Environ Mgmt Authority	30yd roll-off 10 w. Main	1/2011	19885	200.00
			30yd roll-off 10 w. Main	2/2011	21300	200.00
11-41891	01-46940	Sam's Club Direct-G.E. Mone	Food Supplies for Council	6/2011	7840	60.40
11-44968	01-53900	U S Post Office	Annual Box Rental Fee	6/2011	2011-2012	100.00
11-44975	01-57405	Wanamaker Yukon, LC	EconomicDev Agreement	6/2011	Apr '11	31,400.00
11-44974	01-60355	Xerox Corporation	color copier paper	5/2011	114727699	74.07
			copier paper	5/2011	114727699	338.85
11-44683	01-62000	Youth & Family Services,	Golf Tourn Sponsorship	5/2011	05/12/11 Golf Spon	700.00
11-44946	01-62000	Youth & Family Services,	Apr-Jun '11 Contribu	6/2011	Apr-Jun '11	2,500.00
11-44928	01-62900	Yukon Review Inc.	Ad -Chisholm Trail Festiv	5/2011	YR39806	378.00
11-44971	01-62900	Yukon Review Inc.	display ad-Graduation	5/2011	YR39259	1,512.00
			display ad-Memorial Day	5/2011	YR39810	1,512.00
11-44972	01-62900	Yukon Review Inc.	legal-Ord #1267	5/2011	YR39781	22.65
			legal-Budget hearing	5/2011	YR39782	9.00

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01		Legislative				
			legal-RevenueSummary	5/2011	YR39783	189.00
			legal-BudgetSummary	5/2011	YR39784	252.00
			legal-ReqBids-Surplus	6/2011	YR39993	26.80
11-44819	01-70187	Grayson Bottom	reimb expenses-ICSC	5/2011	05/24/11	14.50
11-44796	01-75050	Candace Schwarz	reimb meal exp-OMCCA	4/2011	04/29/2011	20.00
			Mileage-Incode Training	6/2011	06/07/11	53.04
DEPARTMENT TOTAL:						78,017.14
DEPARTMENT: 02		Finance				
11-44976	01-00102	City of Yukon (BankOne)FIN	Dunn-notary commissi	6/2011	walker Co 06/15/11	75.00
			Dunn-notary stamp	6/2011	walker Co 06/15/11	30.00
11-44955	01-31440	McClain-Chitwood Office	Proof office supplies	6/2011	182269	33.25
DEPARTMENT TOTAL:						138.25
DEPARTMENT: 03		Park Maintenance				
11-42662	01-00180	City of Yukon (BankOne)PW	repairs/maint-park	5/2011	Lowes 14255	29.97
			repairs/maint-park	6/2011	Locke 15389630	35.16
			repairs/maint-park	6/2011	Locke 15399991	64.20
11-44718	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	5/2011	Clean 50491876	18.37
11-44769	01-00180	City of Yukon (BankOne)PW	yellow paint	5/2011	Ace 860630	199.98
			white paint	5/2011	Ace 860630	99.99
			paint brush kit	5/2011	Ace 860630	7.49
			paint roller 3pc	5/2011	Ace 860630	20.96
			roller refills 3 pk	5/2011	Ace 860630	23.96
			paint thinner	5/2011	Ace 860630	21.96
11-44784	01-00180	City of Yukon (BankOne)PW	zip ties for 4th of July	5/2011	Ram Prod 137913-01	96.00
			staples-FF	5/2011	Lowes 02529	65.34
11-44789	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	5/2011	Clean 50492806	18.37
11-44808	01-00180	City of Yukon (BankOne)PW	Strike Three weed killer	5/2011	winfield 56265262	284.50
			Hvar weed killer	5/2011	winfield 56265262	360.52
11-44820	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	5/2011	Clean 50493735	18.37
11-44895	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	6/2011	Clean 50494667	21.30
11-44896	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	6/2011	Clean 06/08/11	21.30
11-44830	01-29525	Locke Welding	demurrage rental	5/2011	R2343	27.50
11-44929	01-30680	Luther Sign Company	safety vests	6/2011	8433	216.00
			safety vests inmates	6/2011	8433	166.50
DEPARTMENT TOTAL:						1,817.74

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 04		Engineering				
11-44941	01-50700	Triad Design Group	eng svc 4-26 to 5-25-11	6/2011	7827	5,618.25
11-44942	01-50700	Triad Design Group	eng svc 4-26 to 5-25-22	6/2011	7825	962.50
11-44967	01-50700	Triad Design Group	A/E Srvcs-05/25/11	6/2011	7822	1,922.88
DEPARTMENT TOTAL:						8,503.63
DEPARTMENT: 05		Fire Department				
11-42442	01-00105	City of Yukon (BankOne)FD	bunker suspenders	6/2011	Nafeco 604271-A	306.90
11-42693	01-00105	City of Yukon (BankOne)FD	refill cylinders	3/2011	Airgas 106547215	55.01
			refill cylinders	5/2011	Airgas 106193487	42.61
11-43446	01-00105	City of Yukon (BankOne)FD	batteries/light bulb	4/2011	walmart 06030	38.00
			batteries/light bulb	5/2011	Lowes 02070	55.61
11-43520	01-00105	City of Yukon (BankOne)FD	Nuckols-Shirt/sock	5/2011	Spec Ops 160798	52.99
11-43770	01-00105	City of Yukon (BankOne)FD	blgd maint supplies	4/2011	Massco 2224377	395.49
			blgd maint supplies	4/2011	Massco 2224791	22.70
			blgd maint supplies	4/2011	Massco 2225140	207.30
11-44011	01-00105	City of Yukon (BankOne)FD	coffee,sugar,tea	4/2011	walmart 03450	158.16
11-44206	01-00105	City of Yukon (BankOne)FD	Ogle-t-shirts,shorts,polo	4/2011	S&S 30192	393.00
			Ogle-nomex pants	4/2011	Casco 096694	205.00
11-44267	01-00105	City of Yukon (BankOne)FD	Weaver-t-shirts,shorts,po	4/2011	S&S 30188	171.50
			Weaver-nomex pants	4/2011	Casco 096330	251.00
11-44272	01-00105	City of Yukon (BankOne)FD	Med Gloves	4/2011	MooreMed 96712731	766.43
11-44273	01-00105	City of Yukon (BankOne)FD	Jones-polo,nomex pants	4/2011	S&S 30251	145.00
			Jones-polo,nomex pants	4/2011	Kohls 840348	119.96
11-44276	01-00105	City of Yukon (BankOne)FD	Anderson-polo,t-shirts	4/2011	S&S 30252	192.00
11-44277	01-00105	City of Yukon (BankOne)FD	mulch,flowers,shrubs	5/2011	EckroatSeed 67566	133.50
			mulch,flowers,shrubs	5/2011	Lowes 19434	169.59
11-44279	01-00105	City of Yukon (BankOne)FD	Toilet paper,disinfect	4/2011	walmart 00301	11.28
			Toilet paper,disinfect	4/2011	walmart 08978	3.28-
			Toilet paper,disinfect	4/2011	walmart 07677	235.38
			Toilet paper,disinfect	6/2011	walmart 07343	236.80
			Toilet paper,disinfect	6/2011	Massco 0347	280.11
			Toilet paper,disinfect	6/2011	Massco 0348	68.81-
11-44280	01-00105	City of Yukon (BankOne)FD	white-t-shirts/boots	4/2011	S&S 30273	87.00
			white-t-shirts/boots	6/2011	Spec Ops 162009	89.99
11-44282	01-00105	City of Yukon (BankOne)FD	coffee,gator-aide,tea	6/2011	walmart 07321	214.78
11-44307	01-00105	City of Yukon (BankOne)FD	Weaver-Bunker boots	4/2011	Casco 096330	299.00
			Weaver-Bunker Gear	6/2011	Nafeco 674734	1,915.00
11-44372	01-00105	City of Yukon (BankOne)FD	Bridges-Bunker Boots	5/2011	Casco 098444	281.00
11-44373	01-00105	City of Yukon (BankOne)FD	Weaver-station boots	4/2011	Spec Ops 159446	197.00
			Weaver-Class A	4/2011	Casco 096522	139.00
			Weaver-belt	4/2011	Spec Ops 159446	19.99
11-44375	01-00105	City of Yukon (BankOne)FD	Nuckols-boots,t-shirts	3/2011	Spec Ops 158728	19.99
			Nuckols-boots,t-shirts	5/2011	S&S 30348	122.00
11-44376	01-00105	City of Yukon (BankOne)FD	walls-t-shirts,polo,boots	5/2011	S&S 30347	369.25
11-44378	01-00105	City of Yukon (BankOne)FD	Sisk-t-shirts,polo,pants	4/2011	S&S 30275	389.50
			Nuckols-Ike jacket patch	4/2011	Spec Ops 159931	12.00
			King-Ike jacket patches	4/2011	Spec Ops 159935	16.00

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 05		Fire Department				
11-44383	01-00105	City of Yukon (BankOne)FD	suspenders for gear pts	4/2011	Nafeco 604271	440.28
11-44598	01-00105	City of Yukon (BankOne)FD	batteries,light bulbs	5/2011	Lowes 02166	18.42
			batteries,light bulbs	5/2011	walmart 05802	33.47
			batteries,light bulbs	6/2011	walmart 07342	273.59
11-44670	01-00105	City of Yukon (BankOne)FD	envelopes,pens,notebook	5/2011	Staples 13590	178.74
			envelopes,pens,notebook	5/2011	Staples 9216425905	159.98
11-44742	01-00105	City of Yukon (BankOne)FD	ann. Ladder insp-Ladder1	5/2011	ConsFleetSrvc0002	650.00
			annual ladder insp-ground	5/2011	ConsFleetSrvc0002	337.50
			annual ladder insp-ground	5/2011	ConsFleetSrvc0002.	87.00
11-44754	01-00105	City of Yukon (BankOne)FD	credit-IFC conf reg-Jones	3/2011	IAFC 03/25/11	995.00-
			Randy900 Training Manikin	5/2011	Mass Group 19580	1,264.95
11-44911	01-00105	City of Yukon (BankOne)FD	AR-AFFF Foam 3%-6%	6/2011	Casco 490262	783.00
11-44913	01-00105	City of Yukon (BankOne)FD	pike pass charges	6/2011	Pikepass 06/01/11	9.20
11-44912	01-06325	City Carbonic	repair SCBA fill station	6/2011	41054	594.28
11-44596	01-48410	Special Ops Uniforms, Inc	Dress Uniform for Dept	5/2011	16162B	12,174.59
DEPARTMENT TOTAL:						24,754.73
DEPARTMENT: 06		Municipal Court				
11-44239	01-00106	City of Yukon (BankOne)CRT	lodging-OMCCA conf	4/2011	Renaissance 4914	221.38
			lodging-OMCCA conf	4/2011	Renaissance 4915	188.00
			meal expensesOMCCA conf	4/2011	Cheddar's 04/27/11	17.25
			meal expensesOMCCA conf	4/2011	CheesecakeFact4/28	42.49
			meal expensesOMCCA conf	4/2011	Fuddruckers 04/29	20.35
11-44788	01-00106	City of Yukon (BankOne)CRT	Meal Exp-Incode Training	6/2011	SaltgrassSteak 6/6	36.77
			Meal Exp-Incode Training	6/2011	Ted'sEscondido 6/7	29.94
11-44786	01-06860	Consolidated Business Solut	Printing/Citations	6/2011	15461	872.00
			print bus.cards/envelopes	6/2011	15424	350.00
11-44828	01-19105	w. Mark Hixson	Juvenile Def 4/20/11	4/2011	04/20/11	87.50
			Juvenile Def 5/18/11	5/2011	05/18/11	250.00
11-44787	01-51740	Tyler Technologies, Inc.	Court Incode Training	6/2011	14552	500.00
11-44969	01-58115	wheatley segler osby & Mill	MunProsecution-May11	6/2011	9958	1,161.29
DEPARTMENT TOTAL:						3,776.97

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 07						
11-44259	01-00107	Community Development City of Yukon (BankOne)CMD	boots-Taylor	4/2011	Langstons 38507	139.00
			boots-Blalock	4/2011	Langstons 38445	139.00
DEPARTMENT TOTAL:						278.00
DEPARTMENT: 08						
11-44129	01-00108	Library City of Yukon (BankOne)LIB	Books-local/small vendors	5/2011	walmart 09068	50.57
11-44605	01-71240	Julie Gochenour	Mileage to El Reno Librar	6/2011	05/26/11	15.30
DEPARTMENT TOTAL:						65.87
DEPARTMENT: 09						
11-43545	01-00101	Administration City of Yukon (BankOne)ADM	meal expense-GB-JoeDavis	6/2011	Alfredo's 6/8/11	23.67
11-43603	01-00101	City of Yukon (BankOne)ADM	pre-pay lodging exp-ICSC	4/2011	Venetian 04/21/11	206.08
			lodging exp-ICSC	5/2011	Venetian 590847	206.08
			meal exp-ICSC	5/2011	SanGennaroGril5/22	6.46
			meal exp-ICSC	5/2011	In-N-OutBurger5/23	6.38
			meal exp-ICSC	5/2011	SanGennaroGril5/23	14.79
			meal exp-ICSC	5/2011	Morton'sSteak5/23	98.91
			meal exp-ICSC	5/2011	360DegrBurrito5/24	8.63
11-43731	01-00101	City of Yukon (BankOne)ADM	lodging-NLC CongressCities	3/2011	Marriottwardm27894	554.18
			car service-NLC CongrCiti	3/2011	AtlasLimousine3/14	41.04
			car service-NLC CongrCiti	3/2011	AtlasLimousine3/16	38.88
			meal exp-NLC CongressCiti	3/2011	Marriottwardm27894	24.44
			meal exp-NLC CongressCiti	3/2011	Oceanaire 3/15/11	65.42
			meal exp-NLC CongressCiti	3/2011	FirehookBakery3/14	1.65
			meal exp-NLC CongressCiti	3/2011	OakStBeachCafe3/15	10.60
			meal exp-NLC CongressCiti	3/2011	Miller'sPub 3/17	12.86
			meal exp-NLC CongressCiti	3/2011	Marriott 5693	25.44
			meal exp-NLC CongressCiti	3/2011	Marriott 7305	23.85
			parking-NLC CongressCiti	3/2011	AmpcoParking 16423	10.50
11-44924	01-00101	City of Yukon (BankOne)ADM	Office Supplies	6/2011	HobbyLobby 11700	7.99
			Office Supplies	6/2011	HobbyLobby 15424	7.99
			Office Supplies	6/2011	HobbyLobby 15425	11.99
			Office Supplies	6/2011	Staples 7074530835	130.56
11-44819	01-70187	Grayson Bottom	reimb expenses-ICSC	5/2011	05/24/11	14.50
DEPARTMENT TOTAL:						1,536.91

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 10		Park and Recreation				
11-43210	01-00110	City of Yukon (BankOne)PE	t-shirts employees shirt design	5/2011	Ski'sTees 05/12/11 FrontierCA 6261A	393.75 212.50
11-43655	01-00110	City of Yukon (BankOne)PE	pop/candy kitchen supplies redo bike to work sign food-YCC coffee	4/2011 4/2011 5/2011 5/2011	walmart 01353 walmart 03113 SignsToGo 8444 Target 05/04/11	29.38 11.97 45.00 28.94
11-43864	01-00110	City of Yukon (BankOne)PE	women's BB shirts	5/2011	Ski'sTees 05/25/11	30.00
11-44023	01-00110	City of Yukon (BankOne)PE	Beginning Golf supplies	5/2011	walmart 04625	20.64
11-44353	01-00110	City of Yukon (BankOne)PE	T-shirts Dodgeball	6/2011	Ski'sTees 06/06/11	60.00
11-44366	01-00110	City of Yukon (BankOne)PE	kids camp field trip 5/18 Supplies for kids Camp Supplies for kids Camp	5/2011 5/2011 6/2011 6/2011 6/2011 6/2011 6/2011	FrontierCity 5/18 S&S world 6957865 walmart 07378 Hobby Lobby 15469 Harkins 06/01/11 ScienceMuseunOK6/2 AMFYukonLanes5180	234.63 147.06 96.78 25.98 38.37 24.00 54.00
11-44401	01-00110	City of Yukon (BankOne)PE	Festival/Child shirts	5/2011	Ski'sTees 05/02/11	2,368.00
11-44402	01-00110	City of Yukon (BankOne)PE	Fest/Child supplies Fest/Child supplies	4/2011 4/2011 4/2011 4/2011 4/2011 4/2011 4/2011 4/2011 4/2011 4/2011 4/2011 5/2011 5/2011 5/2011	OKC Scout 4/29/11 GardenRidge 04/29 DragonMountain4/17 S&S world 6915814 EconHandicra262203 PrecisionDyn754078 PrecisionDy1023005 Staples 08823 walmart 05534 walmart 06257 ForewheelerGo19578 ClearChannel82209 Opubco 5/31	15.96 21.89 70.80 318.10 150.42 109.81 6.73- 22.58 47.79 112.73 150.00 850.00 777.80
11-44403	01-00110	City of Yukon (BankOne)PE	office supplies	4/2011	Staples 74918	106.03
11-44405	01-00110	City of Yukon (BankOne)PE	office supplies	5/2011	Staples 41627	15.48
11-44410	01-00110	City of Yukon (BankOne)PE	office supplies	5/2011	Staples 76599	43.05
11-44498	01-00110	City of Yukon (BankOne)PE	picnic tables Hillcrest	5/2011	RJ Thomas 142931	808.00
11-44509	01-00110	City of Yukon (BankOne)PE	Kids Camp field trip Kids Camp Supplies Kids Camp Supplies Kids Camp Supplies Kids Camp Supplies	4/2011 5/2011 5/2011 5/2011 5/2011	OKC Zoo 200-157094 Staples 12862 OrienTrad644751631 Amazon 0413836 Amazon 0460268	22.00 95.98 151.80 16.96 14.65
11-44513	01-00110	City of Yukon (BankOne)PE	Gatti Town - kids camp	5/2011	Gattitown 05/23/11	42.00
11-44639	01-00110	City of Yukon (BankOne)PE	first aid kit for events	5/2011	walmart 04164	30.03
11-44644	01-00110	City of Yukon (BankOne)PE	Crawfish festival supplie Crawfish festival supplie Crawfish festival supplie Crawfish festival supplie Crawfish festival supplie Crawfish festival supplie Crawfish festival supplie	5/2011 5/2011 5/2011 6/2011 6/2011 6/2011 6/2011	OrienTrad644761202 walmart 09058 Lowes 19964 Ace 860711 walmart 02860A HancockFabrics510 HancockFabrics539	122.80 18.95 81.25 28.78 102.59 57.47 10.49

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 10		Park and Recreation				
			Crawfish festival supplie	6/2011	Leslie'sPool 22859	7.49
			Crawfish festival supplie	6/2011	Marianne's 66402	500.00
			Crawfish festival supplie	6/2011	walmart 05837	146.64
			Crawfish festival supplie	6/2011	Staples 43599	81.82
			Crawfish festival supplie	6/2011	RadioShack013012	6.29
11-44645	01-00110	City of Yukon (BankOne)PE	landscaping supplies	4/2011	Lowes 20291	79.80
			landscaping supplies	4/2011	Lowes 19369	9.80
			landscaping supplies	4/2011	Lowes 22744	130.90
			landscaping supplies	4/2011	TractorSupply75936	192.08
			landscaping supplies	4/2011	G&R Equip 130558	60.00
			landscaping supplies	5/2011	Lowes 12632	22.40
			landscaping supplies	5/2011	Lowes 02448	59.32
			landscaping supplies	5/2011	Lowes 14577	11.97
			landscaping supplies	5/2011	Lowes 14576	13.61-
			landscaping supplies	5/2011	Lowes 14574	52.01
			landscaping supplies	5/2011	Ace 860482	14.99
			landscaping supplies	5/2011	HD Supply 2901699	90.00
			landscaping supplies	5/2011	Ace 860471	17.16
			landscaping supplies	5/2011	Lowes 20920	29.15
			landscaping supplies	5/2011	Lowes 18690	2.37-
11-44646	01-00110	City of Yukon (BankOne)PE	landscaping supplies	5/2011	Lowes 10478	14.97
			Staples	5/2011	Staples 14338	72.31
11-44648	01-00110	City of Yukon (BankOne)PE	Staples	5/2011	Staples 78664	22.47
			Gun starter for events	5/2011	SchoolTech492538	190.04
			bullets for starter gun	5/2011	GeneSears 50689	24.05
11-44649	01-00110	City of Yukon (BankOne)PE	friday fun days	5/2011	ChesterClown5/17	200.00
			friday fun days	5/2011	HobbyLobby 05338	4.15
			friday fun days	6/2011	PartyGalaxy 945335	123.04
			friday fun days	6/2011	HobbyLobby 05922	108.10
			friday fun days	6/2011	Staples 80574	66.47
			friday fun days	6/2011	walmart 09263	2.97
			friday fun days	6/2011	walmart 09262	110.40
			friday fun days	6/2011	walmart 05786	17.82
11-44677	01-00110	City of Yukon (BankOne)PE	sports picnics/t-shirts	6/2011	Various 06/17/11	335.68
11-44700	01-00110	City of Yukon (BankOne)PE	Messy Mondays Supplies	6/2011	walmart 06925	44.85
11-44736	01-00110	City of Yukon (BankOne)PE	landscaping supplies	5/2011	Lowes 14343	81.21
			landscaping supplies	5/2011	Lowes 14537	78.76
			landscaping supplies	5/2011	Ace 860594	10.98
			landscaping supplies	5/2011	Ace 860586	26.46
			landscaping supplies	5/2011	OReilly's 149053	16.86
			landscaping supplies3	5/2011	Ace 860692	33.86
			landscaping supplies	5/2011	Ace 860659	17.67
			landscaping supplies	5/2011	Lowes 19963	34.00
			landscaping supplies	6/2011	Lowes 22705	137.74
			landscaping	6/2011	Lowes 20156	33.96
			landscaping supplies	6/2011	Lowes 22704	106.49
11-44757	01-00110	City of Yukon (BankOne)PE	wet floor Signage,brooms	5/2011	Lowes 14647	97.90
11-44758	01-00110	City of Yukon (BankOne)PE	gloves,safety glasses,etc	5/2011	Lowes 14648	45.30

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 10		Park and Recreation				
11-44759	01-00110	City of Yukon (BankOne)PE	Landscaping supplies	5/2011	Lowes 14646	65.92
11-44761	01-00110	City of Yukon (BankOne)PE	vacuums,poles,skimmers	5/2011	Leslie's 3023-9709	133.18
			vacuums,poles,skimmers	5/2011	Leslie's 3023-9596	110.83
			vacuums,poles,skimmers	5/2011	Lowes 11457	34.94
			vacuums,poles,skimmers	6/2011	walmart 02549	23.70
11-44802	01-00110	City of Yukon (BankOne)PE	Shirts for Kids Camp	6/2011	Ski'sTees 06/01/11	734.50
11-44846	01-00110	City of Yukon (BankOne)PE	table rental-FF	7/2011	66403	2,763.00
11-44849	01-00110	City of Yukon (BankOne)PE	FF supplies	5/2011	EventResource 588	145.00
			FF supplies	5/2011	Lowes 02814A	177.96
			FF supplies	6/2011	PartyGalaxy 945334	91.35
			FF supplies	6/2011	Academy 244070	119.98
11-44856	01-00110	City of Yukon (BankOne)PE	Program Supply Storage	6/2011	Staples 80576	299.58
11-44860	01-00110	City of Yukon (BankOne)PE	Office Supplies YCC JCG	6/2011	Staples 80577	193.64
11-44906	01-00110	City of Yukon (BankOne)PE	indoor soccer shirts	6/2011	Ski'sTees 6/01/11	508.00
			basketball shirts	6/2011	Ski'sTees 6/03/11	60.00
11-44844	01-01024	ABS Golf Cars, Inc.	golf cars for FF	1/2011	01/25/11	2,827.00
11-42857	01-07390	Crosslands A & A Rent-All	Sporta potties	5/2011	01-402847-37	63.00
			porta potties	5/2011	01-437401-19A	63.00
			porta potties	5/2011	01-464754-06	126.00
			porta potties	5/2011	01-464755-07	126.00
11-44847	01-07390	Crosslands A & A Rent-All	SFF portapotties	2/2011	01-462326-02	825.00
11-44790	01-1	Riverside Ranch LLC	Chips for playground	6/2011	R 517	900.00
			Chips for playground	6/2011	R 518	600.00
11-44840	01-1	Rodeo Opry Band	freedom Fest band	7/2011	R 07/04/11	2,500.00
11-44841	01-1	United Freestyle Stunt	Freedom Fest entertainmen	7/2011	U 07/04/11	1,295.00
11-44848	01-1	Pony Party Express	Pony ride FF	1/2011	P 07/04/11	1,200.00
11-44852	01-1	Production Essentials	Lighting for FF	7/2011	P 16217	700.00
11-44910	01-1	Debbie Drain	clowns for Chisholm Trail	6/2011	D 06/04/11	350.00
11-44845	01-12040	Extreme Inflatables	Moonbounce FF	7/2011	07/04/11	2,850.00
11-44842	01-17498	Great Plains Coca Cola Bott	Coke for FF	7/2011	39937288	2,278.14
11-43993	01-30680	Luther Sign Company	signs for the parks	5/2011	8415	119.94
11-44843	01-44580	Reddy Ice Corporation	ice for FF	7/2011	07/01/11	1,100.00
11-44367	01-46940	Sam's Club Direct-G.E. Mone	Kids Camp supplies	6/2011	4666A	347.78
11-44676	01-46940	Sam's Club Direct-G.E. Mone	Soccer/Softball picnic	6/2011	9651	490.12
11-44678	01-46940	Sam's Club Direct-G.E. Mone	soccer/SWCS picnic	5/2011	7652	293.98
11-44737	01-46940	Sam's Club Direct-G.E. Mone	candy supplies	6/2011	7348A	125.26
11-44748	01-46940	Sam's Club Direct-G.E. Mone	concert supplies	6/2011	4173A	362.32
11-44861	01-46940	Sam's Club Direct-G.E. Mone	Coffee Supplies YCC JCG	6/2011	5771	98.94
11-44851	01-57380	Irv wagner	FF entertainer	7/2011	07/03/11	11,200.00
11-44404	01-62900	Yukon Review Inc.	ad for FOC	4/2011	YR38746	60.00
			ad for FOC	4/2011	YR38848	60.00
			ad for FOC	5/2011	YR39003	60.00
11-44631	01-62900	Yukon Review Inc.	ad for Hershey track	4/2011	YR38860	60.00
			ad for Hershey track	5/2011	YR39004	60.00

DEPARTMENT TOTAL: 48,387.87

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 11 Police Department						
11-43483	01-00111	City of Yukon (BankOne)PD	2011 Drug ID Bible	5/2011	Amera-Chem49659	46.95
11-43896	01-00111	City of Yukon (BankOne)PD	storage tubs-Christmas de	3/2011	Lowes 14797	29.97
11-43920	01-00111	City of Yukon (BankOne)PD	prisoner meals	5/2011	walmart 02624	148.38
			prisoner meals	5/2011	walmart 03087	27.46
11-44132	01-00111	City of Yukon (BankOne)PD	food for K9	5/2011	PetSmart 5/16/11	131.97
11-44158	01-00111	City of Yukon (BankOne)PD	items for Community Room	5/2011	OfficeConcept21477	255.00
			items for Community Room	5/2011	HobbyLobby 07151	169.47
			items for Community Room	5/2011	StaplesAdv05/11/11	75.98
			items for Community Room	5/2011	Y Trophy 1105274	96.00
11-44411	01-00111	City of Yukon (BankOne)PD	office supplies	4/2011	Staples 7073038820	134.34
			office supplies	4/2011	Staples 7073033716	361.15
			office supplies	4/2011	Staples 7073035143	95.01
11-44482	01-00111	City of Yukon (BankOne)PD	SORT team uniforms	5/2011	Spec Ops DE22505	179.82
11-44680	01-00111	City of Yukon (BankOne)PD	shuttle-NewWorldConf	5/2011	AirportExpres85606	126.00
11-44551	01-00174	City of Yukon (BankOne)EM	airfare-NewWorldConf	4/2011	AmericanAir4/25 MH	307.80
			airfare-NewWorldConf	4/2011	AmericanAir4/25 LS	307.80
11-44793	01-07900	Custom Printing	warning citations	6/2011	134175	789.05
11-44163	01-1	FBI NA Associates-FBI	FBI training-John Corn	5/2011	F 05/27/11 J.Corn	95.00
11-44210	01-1	FBINA Associates	FBI training MKnight	5/2011	F 05/27/11 M.Knigh	95.00
			FBI training GKnight	6/2011	F 05/27/11 G.Knigh	95.00
11-44651	01-1	Cross Match Technologies	supplies for fingerprints	5/2011	C 238636	160.32
11-44654	01-1	Murray Womble, Inc.	repair to padded cell	6/2011	M 0230042	350.00
11-44933	01-18240	Harrison-Orr Ar ConditioninPD	HVAC system	5/2011	54075	109.00
11-44545	01-32077	Midwest Trophy	Corporal badges	6/2011	5550153	284.57
			Chief badge	6/2011	5550153	113.83
11-42233	01-36720	OK Dept of Public Safety	OLETS user fee-Jun'11	6/2011	04-1110064	350.00
11-44914	01-44620	Regional Organized Crime	11-12 membership fees	6/2011	1610-24533	300.00
11-43957	01-46940	Sam's Club Direct-G.E. Mone	prisoner supplies	6/2011	5360	258.20
11-44137	01-46940	Sam's Club Direct-G.E. Mone	building maint supplies	6/2011	5359	50.48
11-44792	01-46940	Sam's Club Direct-G.E. Mone	community coffee supplies	5/2011	5947	131.44
11-43562	01-48410	Special Ops Uniforms, Inc	Henderson-uniforms	6/2011	161959	279.96
11-43910	01-48410	Special Ops Uniforms, Inc	G.Knight-uniform items	5/2011	161214	265.96
11-44020	01-48410	Special Ops Uniforms, Inc	uniform items wolfgram	5/2011	161859	249.98
			uniform items wolfgram	6/2011	161952	303.96
11-44157	01-48410	Special Ops Uniforms, Inc	James-uniform items	5/2011	160925	139.98
11-44473	01-48410	Special Ops Uniforms, Inc	Gomez-uniform items	5/2011	160926	531.92
			Gomez-uniform items	5/2011	161385	89.99
			Gomez-uniform items	6/2011	161962	759.99
11-44475	01-48410	Special Ops Uniforms, Inc	Stilley-uniform items	5/2011	160621	30.50
			Stilley-uniform items	5/2011	161383	166.98
			Stilley-uniform items	5/2011	161448	531.92
			Stilley-uniform items	6/2011	161954	45.99
			Stilley-uniform items	6/2011	161961	102.99
			Stilley-uniform items	6/2011	161961	759.99
11-44476	01-48410	Special Ops Uniforms, Inc	Rush-uniform items	5/2011	161384	578.41
			Rush-uniform items	6/2011	161960	102.99
			Rush-uniform items	6/2011	161956	45.99
			Rush-uniform items	6/2011	161960	759.99

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 11		Police Department				
11-44799	01-48410	Special Ops Uniforms, Inc	Brugh-K9 uniform pants	6/2011	161958	224.97
11-44833	01-48410	Special Ops Uniforms, Inc	Hofer-duty boots	6/2011	162144	89.99
11-44454	01-48845	Stitch Design	Schlarb-uniform shirt	6/2011	06/07/11	30.00
11-44135	01-53410	Ultramax	practice ammo	6/2011	120814	582.75
11-44932	01-57776	West Yukon Animal Hospita	vet bill for K9 Rocky	5/2011	0489791	328.00
11-44222	01-74200	Kelli Reese	reimb meal,shuttle-Newwor	5/2011	05/17/11	78.82
DEPARTMENT TOTAL:						12,757.01
DEPARTMENT: 12		Property Maintenance				
11-42001	01-00180	City of Yukon (BankOne)PW	repairs ac units all bldg	5/2011	Grainger1130421059	53.42
			repairs ac units all bldg	5/2011	Locke 15321590	445.14
11-43494	01-00180	City of Yukon (BankOne)PW	nondurable supplies	5/2011	Lowes 13407	148.60
			building repairs	5/2011	AlliedGlass 34364	230.00
			building repairs	5/2011	Lowes 02840	34.45
			building repairs	5/2011	HIS Paint X03875	224.91
11-44718	01-00180	City of Yukon (BankOne)PW	bulbs, cleaning, bldg	5/2011	Lowes 02839	42.93
			uniform cleaning,ren	5/2011	Clean 50491876	22.43
			hand sanit.dispenser	5/2011	Clean 50491876	3.50
11-44726	01-00180	City of Yukon (BankOne)PW	paper towels	5/2011	Massco 2226324	667.20
			microburst refill	5/2011	Massco 2226324	53.25
			delivery fuel charge	5/2011	Massco 2226324	4.00
			microburst refill	6/2011	Massco 20333691	53.25
11-44778	01-00180	City of Yukon (BankOne)PW	cleaning supplies, abates	5/2011	Massco 2226686	801.44
			cleaning supplies, abates	6/2011	Massco 2226867	143.98
11-44779	01-00180	City of Yukon (BankOne)PW	400 w light fixtures	5/2011	Locke 15362476	363.62
			500 w clear bulbs	5/2011	Voss 30091334	52.80
			65 w 130V FL bulbs	5/2011	Voss 30091334	99.48
11-44781	01-00180	City of Yukon (BankOne)PW	smoke ext receptcls	5/2011	Grainger1130657057	136.62
11-44789	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	5/2011	Clean 50492806	22.43
			hand sanit.dispenser	5/2011	Clean 50492806	3.50
11-44814	01-00180	City of Yukon (BankOne)PW	keys to PM bldgs	5/2011	Brooks 588456	16.50
11-44820	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	5/2011	Clean 50493735	22.43
			hand sanit.dispenser	5/2011	Clean 50493735	3.50
11-44895	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	6/2011	Clean 50494667	19.83
			hand sanit.dispenser	6/2011	Clean 50494667	3.61
11-44896	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	6/2011	Clean 06/08/11	19.83
			hand sanit.dispenser	6/2011	Clean 06/08/11	3.61
11-44929	01-30680	Luther Sign Company	safety vests	6/2011	8433	144.00
11-44960	01-37200	OK Gas & Electric	Srvc-Comb.Bill-May11	6/2011	06/08/11	37,068.81
11-44961	01-37200	OK Gas & Electric	Service-4900wagnerwa	4/2011	04/25/11	77.25
			Service-4900wagnerwa	5/2011	05/24/11	70.62
11-44962	01-37200	OK Gas & Electric	Service-1049 GarthBrooks	5/2011	05/18/11	24.90
11-44963	01-37600	OK Natural Gas Co	Service City Bldgs	6/2011	06/02/11	648.81
11-44966	01-37600	OK Natural Gas Co	Service-4900 wagnerway	5/2011	05/09/11	37.09
11-44964	01-37601	OK Natural Gas Co	transp.chg-1035 Ind	5/2011	05/13/11	171.90
11-44965	01-37602	OK Natural Gas Co	transp chg-501 Ash	5/2011	05/13/11	194.57
DEPARTMENT TOTAL:						41,846.25

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 13 Pools						
11-44361	01-00110	City of Yukon (BankOne)PE	Hot water Tank City Pool	5/2011	Locke 15274912	17.32
11-44803	01-00110	City of Yukon (BankOne)PE	Guard Shirts	6/2011	Ski'sTees 6/06/11	199.80
11-44857	01-00110	City of Yukon (BankOne)PE	Chemicals for pools	6/2011	Leslie's 3023-9999	697.76
11-44859	01-00110	City of Yukon (BankOne)PE	Landscaping Pools	6/2011	Lowe's 20244	256.93
11-44909	01-00110	City of Yukon (BankOne)PE	Chemicals for pools	6/2011	Leslie's 10077	451.16
11-44659	01-17498	Great Plains Coca Cola Bott	Pop for Pools	5/2011	9746966	391.24
			Pop for Pools	5/2011	9747049	24.16
			Pop for Pools	6/2011	13536566	169.12
11-44907	01-17498	Great Plains Coca Cola Bott	Coke for Pools	6/2011	9836423	830.80
11-44908	01-37770	OK State Dept of Health	YCC Pool License	7/2011	11-12 687	50.00
			YCC Wading Pool License	7/2011	11-12 688	50.00
			Kimbell Pool License	7/2011	11-12 689	50.00
			Kimbell wading Pool Licen	7/2011	11-12 690	50.00
11-44746	01-46940	Sam's Club Direct-G.E. Mone	Pool Concessions	5/2011	9999	204.97
			Pool Concessions	5/2011	9565	493.36
			Pool Concessions	6/2011	0289	102.20
11-44858	01-46940	Sam's Club Direct-G.E. Mone	Concesions for Pool	6/2011	0290	697.54
			Concesions for Pool	6/2011	5772	118.92
11-44944	01-46940	Sam's Club Direct-G.E. Mone	Pool Concession items	6/2011	1511	910.34
DEPARTMENT TOTAL:						5,765.62

DEPARTMENT: 14 Robertson Activity Center						
11-44205	01-00110	City of Yukon (BankOne)PE	Office Supplies RAC	6/2011	Staples 14745	59.43
11-44363	01-00110	City of Yukon (BankOne)PE	food for RAC	5/2011	Buy For Less 0029	14.50
			food for RAC	5/2011	Homeland 05/17/11	31.84
			food for RAC	6/2011	Homeland 06/01/11	19.28
11-44904	01-00110	City of Yukon (BankOne)PE	RAC Lunch	6/2011	Homeland 06/08/11	64.59
11-44760	01-44625	Regional Food Bank	RAC food	5/2011	AI140184-1	38.87
			RAC food	6/2011	AI142978-1	48.67
11-44905	01-46940	Sam's Club Direct-G.E. Mone	RAC Lunch	6/2011	2963	284.05
11-44362	01-53540	US Food Service	RAC Daily Lunch	5/2011	5865867	410.85
11-44931	01-53540	US Food Service	Food for RAC lunch	6/2011	3206197	958.93
			Food for RAC lunch	6/2011	3263766	64.70
DEPARTMENT TOTAL:						1,995.71

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 16		Fleet Maintenance				
11-43422	01-00180	City of Yukon (BankOne)PW	oils, lubs etc	5/2011	LubricationE168326	618.43
11-43775	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	5/2011	OReillys 144748	400.35
			parts to repair vehicles	5/2011	OReillys 146426	2.90
			parts to repair vehicles	5/2011	OReillys 148110	1.62
			parts to repair vehicles	6/2011	OReillys 149713	106.16
			parts to repair vehicles	6/2011	OReillys 150525	75.48
11-44170	01-00180	City of Yukon (BankOne)PW	blades	5/2011	Lacal 0136298	81.24
			blade bolts	5/2011	Lacal 0136298	30.24
			locknuts	5/2011	Lacal 0136298	14.43
			grnd roller bearings	5/2011	Lacal 0136298	772.06
			bolts,blades,nuts,etc	5/2011	Lacal 0136298	364.14
11-44303	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	5/2011	Napa 472317	11.46
			parts to repair vehicles	5/2011	Napa 471591	18.46
			parts to repair vehicles	5/2011	Napa 472637	330.08
			parts to repair vehicles	6/2011	Napa 472974	54.08
11-44611	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	5/2011	Smith F&G 434804	265.60
			parts to repair vehicles	5/2011	Smith F&G 434855	113.63
			parts to repair vehicles	5/2011	ProTurf 1148272-00	824.67
			parts to repair vehicles	5/2011	Smith F&G 435836	62.50
			parts to repair vehicles	5/2011	T&W Tire 4730405	871.00
			parts to repair vehicles	5/2011	PhilsCycle05/31/11	119.00
			parts to repair vehicles	5/2011	J Cooper 61441Y	98.69
			parts to repair vehicles	5/2011	TheShop 530314	63.40
			parts to repair vehicles	5/2011	Ace 860550	14.99
			parts to repair vehicles	6/2011	Locke 15407841	48.50
			parts to repair vehicles	6/2011	Smith F&G 437075	89.28
			parts to repair vehicles	6/2011	TheShop 530340	88.64
			parts to repair vehicles	6/2011	Locke 15426926	11.96
11-44629	01-00180	City of Yukon (BankOne)PW	2 tires prks trailer	5/2011	T&W Tire 4719955	121.76
			4 16" tires-8210	5/2011	T&W Tire 4719955	302.00
			2-16" tires-bldg mai	5/2011	T&W Tire 4721971	292.14
			2-16" tires-bldg mai	5/2011	T&W Tire 4721974	264.82
			2-16" tires-bldg mai	5/2011	T&W Tire 4719955	243.00
			12-bobcat/gooseneck tires	5/2011	T&W Tire 4719489	1,284.00
11-44718	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	5/2011	Clean 50491876	16.50
11-44727	01-00180	City of Yukon (BankOne)PW	trees,plants,flowers	4/2011	GardenRidge660086	352.75
11-44789	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	5/2011	Clean 50492806	16.50
11-44820	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	5/2011	Clean 50493735	16.50
11-44829	01-00180	City of Yukon (BankOne)PW	for 03-89-9fag - train	6/2011	OReillys 149544	16.26
			for 03-89-9fag - train	6/2011	OReillys 149577	16.26
			for 03-89-9fag - train	6/2011	OReillys 149578	14.94
11-44895	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	6/2011	Clean 50494667	17.44
11-44896	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	6/2011	Clean 06/08/11	17.44
11-44899	01-00180	City of Yukon (BankOne)PW	overflow alarm	6/2011	Hoidale 95175	200.00
11-44771	01-18150	Hampel Oil Distributors,	Inunleaded fuel	6/2011	90301560	8,226.18
			diesel fuel	6/2011	90301560	1,756.06
11-44943	01-18150	Hampel Oil Distributors,	Inunleaded fuel	6/2011	90303385	5,301.46
			diesel fuel	6/2011	90303385	1,608.04

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 16		Fleet Maintenance				
11-44830	01-29525	Locke welding	demurrage rental	5/2011	R2343	27.50
11-44929	01-30680	Luther Sign Company	safety vests	6/2011	8433	168.00
11-44956	01-37489	OK Tax Commission	tag-11 Ford Exp-1847	4/2011	CI15547	31.50
			tag-11 Chev Tah-6963	4/2011	CI15548	31.50
			tag-99 Chev Pkup9590	4/2011	CI15549	31.50
			lien-05 Harley-2716	4/2011	'05 Harley 2716	21.00
11-44831	01-53425	DOC/Union City Comm Corr	CtApr'11 transport fee's	5/2011	103110-WKREL008	960.00
11-44832	01-53425	DOC/Union City Comm Corr	CtApr'11 ppwp pay	5/2011	UC01-000068	101.15
			adm fee	5/2011	UC01-000068	10.12
11-44937	01-53465	Utility Safety Services, LL	hydraulic leak	6/2011	15031	1,168.61
DEPARTMENT TOTAL:						27,571.12
DEPARTMENT: 17		Human Resources				
11-44804	01-06850	Occupational Health Centers	preplace drug test	5/2011	254000444	114.00
11-44918	01-06850	Occupational Health Centers	drug test preplace	5/2011	254005666	114.00
			Heb B 2nd vaccine	5/2011	254005441	75.00
			drug test preplace	6/2011	254010659	228.00
11-44938	01-06850	Occupational Health Centers	drug test preplace	6/2011	254014538	38.00
11-44917	01-33500	Mustang News	pools ad	5/2011	47884-001	16.00
			pools ad	5/2011	47884-002	16.00
11-44919	01-53450	United Linen - Uniform Re	rental mop, mat, tc	5/2011	1396355	128.32
11-44939	01-53450	United Linen - Uniform Re	tablecloths	6/2011	S1401381	42.12
			tablecloths	6/2011	S1400957	56.51
			tc,mop,mats	6/2011	S1400863	125.90
11-44723	01-62900	Yukon Review Inc.	ad-circulation clerk	5/2011	YR39373	48.00
			ad-circulation clerk	5/2011	YR39505	48.00
			ad-lifeguard/pools	5/2011	YR39375	24.00
DEPARTMENT TOTAL:						1,073.85
DEPARTMENT: 18		Animal Control				
11-44490	01-00111	City of Yukon (BankOne)PD	bags for dead animals	5/2011	Lowes 14562	101.86
11-44680	01-00111	City of Yukon (BankOne)PD	meal exp-wangsgard	5/2011	McDonalds 5/12/11	5.19
11-44653	01-1	NCE Crawford Emcotex	part for incinerator	6/2011	N 11792	299.69
11-44679	01-1	Oklahoma Animal Control	training wangsgard	5/2011	O SS11-045	150.00
11-44800	01-63150	Yukon Veterinary Hospital,	vet services	5/2011	120186	148.60
DEPARTMENT TOTAL:						705.34

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 19 Street Department						
11-44718	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	5/2011	Clean 50491876	31.01
11-44721	01-00180	City of Yukon (BankOne)PW	pallet of concrete	5/2011	Lowes 02365	144.84
			pallet of concrete	5/2011	Lowes 18544	12.54-
11-44740	01-00180	City of Yukon (BankOne)PW	signal light bulbs	5/2011	TrafficParts332136	222.00
			freight	5/2011	TrafficParts332136	18.00
11-44741	01-00180	City of Yukon (BankOne)PW	copy paper	5/2011	OfficeDep564983684	131.96
11-44764	01-00180	City of Yukon (BankOne)PW	clamps, screws	5/2011	Ace 860626	22.13
			signal call tube	5/2011	OReillys 147418	300.00
			biuthane tape	5/2011	TrafficParts332668	316.08
11-44767	01-00180	City of Yukon (BankOne)PW	pallet of concrete	5/2011	Lowes 02162	157.86
			pallet of concrete	5/2011	Lowes 14835	12.54-
11-44768	01-00180	City of Yukon (BankOne)PW	10" chem gloves	5/2011	Grainger1130632786	40.92
			respirators	5/2011	Grainger1130632786	37.08
11-44772	01-00180	City of Yukon (BankOne)PW	concrete mix-hole patch	5/2011	MaxwellSupp 942816	61.41
11-44778	01-00180	City of Yukon (BankOne)PW	cleaning supplies, abates	5/2011	Massco 2226686	232.20
11-44780	01-00180	City of Yukon (BankOne)PW	ship traffic counters	5/2011	Staples 61465	11.01
11-44789	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	5/2011	Clean 50492806	31.01
11-44815	01-00180	City of Yukon (BankOne)PW	traffic batons	5/2011	Galls 1286335	380.76
11-44820	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	5/2011	Clean 50493735	31.01
11-44821	01-00180	City of Yukon (BankOne)PW	wee-counter	5/2011	K-Hill Signal 1280	225.00
			freight	5/2011	K-Hill Signal 1280	8.10
11-44895	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	6/2011	Clean 50494667	31.13
11-44896	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	6/2011	Clean 06/08/11	31.13
11-44922	01-00180	City of Yukon (BankOne)PW	ship wee counters	6/2011	Staples 43543	11.94
11-44777	01-04475	Brewer Construction Co.	6" curb, 18" gutter	5/2011	2011-20	577.50
			Saw cutting	5/2011	2011-20	167.40
			4" sidewalk	5/2011	2011-20	74.76
11-44519	01-30680	Luther Sign Company	replace sign HCPKWY	6/2011	8432	403.49
			angle stiffners	6/2011	8432	79.20
			brackets	6/2011	8432	222.60
11-44766	01-30680	Luther Sign Company	poles	6/2011	8434	200.16
			clamps	6/2011	8434	41.16
			tee's	6/2011	8434	49.02
			tee caps	6/2011	8434	50.16
11-44929	01-30680	Luther Sign Company	safety vests	6/2011	8433	240.00
DEPARTMENT TOTAL:						4,556.95

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT	
DEPARTMENT: 22		Insurance					
11-44951	01-04400	Bradford-Irwin Insurance	Public Off Bd-City Clerk	6/2011	8874	174.00	
			Public Emp Blanket Bond	6/2011	8883	1,031.00	
11-44805	01-1	Consolidated Benefit	reim Buddy Guth claim	5/2011	C Guth029160000349	717.00	
DEPARTMENT TOTAL:						1,922.00	
DEPARTMENT: 23		Technology					
11-43504	01-00172	City of Yukon (BankOne)TEC	T1 Service May'11	5/2011	ATT0721704840-0525	1,198.00	
11-43505	01-00172	City of Yukon (BankOne)TEC	internet/cable-May11	5/2011	Cox 05/17/11	404.95	
11-44416	01-00172	City of Yukon (BankOne)TEC	APC Backup Battery	5/2011	CBM 0257555	575.00	
			shipping	5/2011	CBM 0257555	68.37	
			credit	5/2011	RMR 05/05/11	140.00-	
			credit	5/2011	RMR 05/05/11	0.40-	
11-44730	01-00172	City of Yukon (BankOne)TEC	HP 72 Ink MatteBlack	5/2011	CDW-G XKT0505	185.76	
			HP 72 Ink PhotoBlack	5/2011	CDW-G XKT0505	173.19	
			HP 72 Ink Cyan	5/2011	CDW-G XKT0505	115.46	
			HP 72 Ink Magenta	5/2011	CDW-G XKT0505	115.46	
			HP 72 Ink Yellow	5/2011	CDW-G XKT0505	115.46	
			HP 72 Ink Gray	5/2011	CDW-G XKT0505	115.46	
			HP72 CM Printhead	5/2011	CDW-G XKT0505	56.14	
			HP72 GPB Printhead	5/2011	CDW-G XKT0505	56.14	
			HP72 BY Printhead	5/2011	CDW-G XKT0505	56.14	
11-44732	01-00172	City of Yukon (BankOne)TEC	AVL Photoshop Softwa	5/2011	CDW-G XLM1970	87.86	
			AVLPhotoELWIN Media	5/2011	CDW-G XLM1970	19.77	
11-44773	01-00172	City of Yukon (BankOne)TEC	Epson TM H6000 printer	5/2011	CDW-G XNL8668	602.79	
			3yr protection	6/2011	CDW-G XNW2031	70.63	
11-44774	01-00172	City of Yukon (BankOne)TEC	6' Folding Table	5/2011	Ace 860651	49.99	
			4' Folding Table	5/2011	Ace 860651	38.99	
11-44775	01-00172	City of Yukon (BankOne)TEC	Economy SVGA Cable	5/2011	CDW-G XLW4456	8.97	
11-44776	01-00172	City of Yukon (BankOne)TEC	Epson TM H6000 recpt prin	5/2011	CDW-G XNL8666	602.79	
			3yr protection	6/2011	CDW-G XNW2031	70.63	
11-44807	01-00172	City of Yukon (BankOne)TEC	HP CC533A Magenta	5/2011	Staples 12969	120.99	
11-44822	01-00172	City of Yukon (BankOne)TEC	HPLJ 2055dn	5/2011	Staples 80069	299.98	
11-44823	01-00172	City of Yukon (BankOne)TEC	Brother DRR110CL Drum	5/2011	CDW-G XNG1661	147.06	
11-44824	01-00172	City of Yukon (BankOne)TEC	Mob Phone Srvc-MA 11	5/2011	ATT Mobility 05/14	4,711.84	
11-44825	01-00172	City of Yukon (BankOne)TEC	Laptop Tray Side Arm	5/2011	ExpressMounts32563	271.15	
			Shipping	5/2011	ExpressMounts32563	9.59	
11-44826	01-00172	City of Yukon (BankOne)TEC	Invenotry Lables	5/2011	ID Label 0051505	250.00	
			Shipping	5/2011	ID Label 0051505	15.00	
11-44862	01-00172	City of Yukon (BankOne)TEC	connect cards MA 11	5/2011	Sprint 040	699.98	
11-44863	01-00172	City of Yukon (BankOne)TEC	LongDist Srvc MA 11	5/2011	ATT LD 05/03/11	73.35	
11-44864	01-00172	City of Yukon (BankOne)TEC	DirectDialSrvc-MA'11	5/2011	ATT 05/21/11	1,071.30	
11-44940	01-00172	City of Yukon (BankOne)TEC	CrossMatch Maintenance	6/2011	CrossMatch 3674	3,240.00	
11-44816	01-02237	BMI Systems Corporation	PD copier lease MA11	5/2011	CNIN092813BBI	1,046.00	
			PD base copies MA11	5/2011	CNIN092813BBI	353.11	
			PDbillable cop MA11	5/2011	CNIN092813BBI	22.90	
11-44734	01-1	Electra Link, Inc	Network Cabling	6/2011	E 69674	777.37	
11-44915	01-48885	Superior Office Systems	Copier Rental Charge	6/2011	254	498.00	

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 23		Technology				
			PRbillable Cop AP'11	6/2011	254	55.60
			PR basecopiesAP'11	6/2011	254	26.61
			CC basecopies AP'11	6/2011	254	21.96
			RAC basecopies AP'11	6/2011	254	25.11
11-44817	01-60351	Xerox Corporation	w5030 LIB lease MAll	5/2011	054983686	177.01
			D242V LIB leaseMAll	5/2011	054983687	1,341.73
			D242V Bill leaseMAll	5/2011	054983687	8.93
11-44827	01-60351	xerox Corporation	w5675 CH lease MA11	6/2011	055206623	1,425.12
			D252EFICopier MA 11	6/2011	055206620	261.04
			w5030PH Copier Lease	6/2011	055206622	280.82
11-44934	01-60351	Xerox Corporation	WCP232CMDcopier MAll	6/2011	055206621	262.87
			w5030PHPWCopierMAll	6/2011	055206624	272.40
11-44935	01-60351	Xerox Corporation	D242VCH lease MA'11	6/2011	055425647	1,341.73
			D242 VCH meter usage	6/2011	055425647	1.60
11-44916	01-72890	Rhonda Massey	MileageReimb to 5/31	5/2011	05/31/11	51.00
DEPARTMENT TOTAL:						23,808.70
DEPARTMENT: 25		Emergency Management				
11-44834	01-17510	Grimes Electric, LLC	Siren Repair	5/2011	1441	300.00
			Radio Board Repair	5/2011	1441	200.00
DEPARTMENT TOTAL:						500.00
FUND TOTAL:						289,779.66

FUND: 36 - 96 ST Capital Improvement

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01		96 SALES TAX IMPROVEMENTS				
11-44957	01-36740	OK Department of Transporta	Hwy Advert. Lic.Fee renew	6/2011	2319 06/30/11	200.00
11-44967	01-50700	Triad Design Group	A/E Srvcs-DRC roof	6/2011	7823	2,660.00
DEPARTMENT TOTAL:						2,860.00
FUND TOTAL:						2,860.00

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 71		2005 GO Bond				
11-44950	01-04475	Brewer Construction Co.	Wtr Sys Improvements	6/2011	2011-21	15,191.57
					DEPARTMENT TOTAL:	15,191.57
					FUND TOTAL:	15,191.57

FUND: 64 - Special Revenue

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 02 Parkland Improvement						
11-44540	01-00180	City of Yukon (BankOne)PW	tools for public works	5/2011	HD Supply 2914126	911.00
			tools for public works	5/2011	GillesBros 4922	1,855.96
			tools for public works	5/2011	Ace 860573	549.97
11-44923	01-1	Midstate Manf & Marketing	1"x40" anchor bolts	4/2011	M 5762	170.64
11-44743	01-48290	Sod By Sherry	Sod pallets	6/2011	013833	450.00
DEPARTMENT TOTAL:						3,937.57
DEPARTMENT: 10 Transfers From Reserves						
11-44865	01-00111	City of Yukon (BankOne)PD	Range Tower supplies	6/2011	Lowes 02312	304.54
DEPARTMENT TOTAL:						304.54
DEPARTMENT: 23 Special Events						
11-44835	01-00101	City of Yukon (BankOne)ADM	airfare-Dallas mrkt-DD	5/2011	SWA 05/26/11 DD	259.40
			airfare-Dallas mrkt-JS	5/2011	SWA 05/26/11 JS	259.40
11-44836	01-00101	City of Yukon (BankOne)ADM	airfare-Dallas mrkt-TK	5/2011	SWA 05/26/11 TK	129.70
11-44936	01-00101	City of Yukon (BankOne)ADM	4th of July Decorations	5/2011	RoundTop 108511	834.04
11-44608	01-00110	City of Yukon (BankOne)PE	glow necklaces FF	5/2011	windyCityNov981801	2,337.40
11-44609	01-00110	City of Yukon (BankOne)PE	banner material for event	5/2011	DigitalLandwh332417	745.00
11-44927	01-15440	Frontier Country	Table Sponsor	6/2011	6286A	300.00
DEPARTMENT TOTAL:						4,864.94
DEPARTMENT: 28 Park & Recreation						
11-44406	01-00110	City of Yukon (BankOne)PE	bench, freight	4/2011	RexPlayground 9871	1,195.00
			plaque for bench	5/2011	MTM Recog 43031	334.08
			paperweight	5/2011	MTM Recog 43030	24.25
11-44839	01-06381	City of Yukon-Petty Cash	start up cash for FF	7/2011	Ff 07/04/11	2,000.00
DEPARTMENT TOTAL:						3,553.33
DEPARTMENT: 42 Insurance & Misc Reimb						
11-44273	01-00105	City of Yukon (BankOne)FD	Jones-reimb clothing	4/2011	Kohl's 840348	54.00
DEPARTMENT TOTAL:						54.00

FUND: 64 - Special Revenue

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 43		Mabel Fry				
11-44795	01-00108	City of Yukon (BankOne)LIB	Summer Reading Refreshmen	5/2011	walmart 02150	171.15
			Summer Reading Refreshmen	5/2011	Homeland 05/27/11	45.68
			Summer Reading Refreshmen	6/2011	walmart 07055	23.51
11-44508	01-1	Digital Dimensions Inc.	Children's Computer	5/2011	D 3237239	1,999.00
11-44535	01-22420	Ingram Library Services, In	Adult Standing Order Book	5/2011	58739244	16.17
			Adult Standing Order Book	5/2011	58739245	16.79
			Adult Standing Order Book	5/2011	58857160	16.77
			Adult Standing Order Book	5/2011	59021806	8.99
11-44484	01-39575	Perma-Bound Books	Children's Books - Summer	5/2011	1427472-00	758.19
			Children's Books - Summer	5/2011	1427472-01	124.51
11-44254	01-44395	Recorded Books, LLC	Audio Book Standing Order	5/2011	74207061	206.60
			Audio Book Standing Order	5/2011	74192310	128.00

DEPARTMENT TOTAL: 3,515.36

DEPARTMENT: 44		Library State Aid				
11-43683	01-00108	City of Yukon (BankOne)LIB	Program Supplies	5/2011	Staples 80113	70.42
			Program Supplies	5/2011	OrangeLeaf 18168	20.00
			Program Supplies	5/2011	walmart 09069	144.71
11-44234	01-00108	City of Yukon (BankOne)LIB	meal exp-OLA Conf.	3/2011	CheesecakeFac3/29	67.16
			lodging-OLA Conf.	4/2011	Marriott 7742	142.02
			lodging-OLA Conf.	4/2011	Marriott 10321	51.42
11-44534	01-00108	City of Yukon (BankOne)LIB	Postage	5/2011	USPS 258	408.89
11-44695	01-00108	City of Yukon (BankOne)LIB	Program Supplies	5/2011	Target 05/30/11	79.69
			Program Supplies	5/2011	walmart 02151	31.91
			Program Supplies	5/2011	walmart 01096	41.50
			Program Supplies	5/2011	HobbyLobby 13704	45.19
			Program Supplies	5/2011	Upstart 4182751	6.00
			Program Supplies	6/2011	Magellan's 4465064	100.00
			Program Supplies	6/2011	TagticalLasert2357	30.00
			Program Supplies	6/2011	YukonOnwheels2	15.00
			Program Supplies	6/2011	walmart 07056	127.96
			Program Supplies	6/2011	Hastings 4465064	71.48
			Program Supplies	6/2011	Upstart 4222990	6.00
11-43899	01-04156	Book wholesalers, Inc.	Books	4/2011	109462D	190.93
			Books	4/2011	113141D	14.50
			Books	4/2011	117236D	73.81
			Books	5/2011	126601D	13.68
11-44128	01-04156	Book wholesalers, Inc.	Adult Fiction/Non Fiction	3/2011	292828C	697.67
			Adult Fiction/Non Fiction	6/2011	135055D	684.31
11-44794	01-08140	OpubCo Communications Group	The Oklahoman Subscriptio	6/2011	06/11/11	127.11
11-44693	01-1	Paul Sinclair	Presenter Fee - Adult	6/2011	s 06/22/11	150.00
11-44838	01-46940	Sam's Club Direct-G.E. Mone	Cups for Summer Reading	5/2011	7651	8.38
11-44853	01-71240	Julie Gochenour	Mileage to Moore Library	5/2011	05/25/11	28.56

DEPARTMENT TOTAL: 3,448.30

FUND: 64 - Special Revenue

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 67		Police Department				
11-44428	01-00111	City of Yukon (BankOne)PD	dispatch-uniform items	5/2011	XgrainHero 205018	284.00
			donuts for training	5/2011	PaneraBread 5/4/11	38.97
11-44471	01-00111	City of Yukon (BankOne)PD	misc exp-Brugh-training	4/2011	VohneLicheKe4/5/11	23.00
			lodging-Brugh-training	5/2011	HolidayInnExpre114	80.73
			meal exp-Brugh-training	5/2011	Meals 3/29-5/5	618.66
			fuel exp-Brugh-training	5/2011	Fuel 3/29-5/5	1,069.52
			misc exp-Brugh-training	5/2011	HolidayInnExpre114	12.00
11-44544	01-00111	City of Yukon (BankOne)PD	Community Coffee donuts	5/2011	Yukon Donuts 0054	59.31
11-44791	01-01479	The Arrangement Flower Shop	plant for Guth family	5/2011	1544	50.00
11-42607	01-1	Center for POP	conf reg-ProbOrientP	5/2011	CenterProborPo1001	1,800.00
11-43567	01-48560	Staples Business Advantag	monitor stands-com ctr	5/2011	8018589419	679.96
DEPARTMENT TOTAL:						4,716.15
FUND TOTAL:						24,394.19

FUND: 70 - water & Sewer Enterprise

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01		Utility Billing				
11-44900	01-00170	City of Yukon (BankOne)UB	packaging tape	6/2011	Staples 7074423442	23.79
			add machine rolls	6/2011	Staples 7074423442	115.80
			tape	6/2011	Staples 7074423442	7.99
11-44902	01-06381	City of Yukon-Petty Cash	postage due 3-9-11	6/2011	06/21/11	4.69
			postage due 3-15-11	6/2011	06/21/11	0.44
			postage due 5-9-11	6/2011	06/21/11	0.50
11-44903	01-39960	Pitney Bowes	EZ Seal 608-0	6/2011	PitneyBowes 424227	59.99
			EZ Seal 601-0	6/2011	PitneyBowes 424227	49.99
			shipping	6/2011	PitneyBowes 424227	22.99
11-44901	01-53901	U S Post Office	Bulk Postage-Jun'11	6/2011	Jun '11	3,500.00
DEPARTMENT TOTAL:						3,786.18
DEPARTMENT: 02		Water Distribution				
11-43422	01-00180	City of Yukon (BankOne)PW	oils, lubs etc	5/2011	LubricationE168326	618.99
11-43775	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	5/2011	OReillys 144748	43.10
			parts to repair vehicles	5/2011	OReillys 146426	22.99
11-44284	01-00180	City of Yukon (BankOne)PW	sanitary sewers	5/2011	HD Supply 2980348	149.00
			sanitary sewers	5/2011	Locke 15301193	66.32
			sanitary sewers	5/2011	OK Contract 508701	25.00
			sanitary sewers	5/2011	Lowes 01179	145.32
			meter repairs	5/2011	NormanSupply15260	159.00
			non durables	6/2011	Lowes 14321	33.81
			chemicals	6/2011	HD Supply 3063872	495.00
			sanitary sewers	6/2011	Nance 0024123	830.00
11-44611	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	5/2011	Evco 38140	158.00
			parts to repair vehicles	5/2011	FrontierEqui110512	210.00
			parts to repair vehicles	5/2011	Hydradyne 1486994	19.84
			parts to repair vehicles	5/2011	Hydradyne 1484855	119.98
			parts to repair vehicles	5/2011	Hydradyne 1474510	121.90
11-44718	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	5/2011	Clean 50491876	27.19
11-44739	01-00180	City of Yukon (BankOne)PW	pvcsewer gloves case	5/2011	Grainger1130198141	296.64
11-44789	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	5/2011	Clean 50492806	27.19
11-44820	01-00180	City of Yukon (BankOne)PW	credit 50492806 rm	5/2011	Clean 50492806	3.03-
			uniform cleaning,ren	5/2011	Clean 50493735	25.68
11-44895	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	6/2011	Clean 50494667	24.07
11-44896	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	6/2011	Clean 06/08/11	24.07
11-44897	01-00180	City of Yukon (BankOne)PW	national renewal	4/2011	WEF 9000048909	135.00
			local renewal	4/2011	WEF 9000048909	10.00
11-44898	01-00180	City of Yukon (BankOne)PW	1" corp stops	6/2011	HD Supply 3064306	248.00
			1" x 10" resetters	6/2011	HD Supply 3064306	1,185.00
			Meter can w lid	6/2011	HD Supply 3064306	270.00
			copper 2 rolls	6/2011	HD Supply 3064306	700.80
			1" meters	6/2011	HD Supply 3064306	650.00
11-44899	01-00180	City of Yukon (BankOne)PW	overflow alarm	6/2011	Hoidale 95175	152.00
11-44945	01-09525	Dolese Bros. Company	concrete,gravel,rock	5/2011	RM11026375	152.00
			concrete,gravel,rock	5/2011	RM11025102	114.05
11-44771	01-18150	Hampel Oil Distributors,	Inunleaded fuel	6/2011	90301560	1,019.52

FUND: 70 - Water & Sewer Enterprise

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 02		Water Distribution				
			diesel fuel	6/2011	90301560	241.58
11-44943	01-18150	Hampel Oil Distributors,	Inunleaded fuel	6/2011	90303385	966.65
			diesel fuel	6/2011	90303385	58.97
11-44929	01-30680	Luther sign Company	safety vests	6/2011	8433	264.00
DEPARTMENT TOTAL:						9,807.63
DEPARTMENT: 03		Treatment and Supply				
11-44973	01-55800	veolia water North America	credit-Grainger inv	5/2011	3713	426.97-
			Service for Jun '11	6/2011	3907	95,546.67
DEPARTMENT TOTAL:						95,119.70
FUND TOTAL:						108,713.51

FUND: 71 - Sanitation Enterprise

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01		Sanitation				
11-43422	01-00180	City of Yukon (BankOne)PW	oils, lubs etc	5/2011	LubricationE168326	266.28
11-43775	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	5/2011	OREillys 144748	392.66
			parts to repair vehicles	5/2011	OREillys 146426	8.14
11-43913	01-00180	City of Yukon (BankOne)PW	office supplies pw	6/2011	Staples 80545	12.08
11-44303	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	5/2011	Napa 472317	76.62
			parts to repair vehicles	5/2011	Napa 471591	77.55
11-44611	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	5/2011	T&W Tire 47301207	268.12
			parts to repair vehicles	5/2011	J&R Equip 15564	438.46
11-44718	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	5/2011	Clean 50491876	7.48
11-44725	01-00180	City of Yukon (BankOne)PW	hyd oil for sanitation	5/2011	Fentress 623578	2,069.67
11-44770	01-00180	City of Yukon (BankOne)PW	paint, formica,	5/2011	Lowes 95854	190.48
			paint, formica,	5/2011	Lowes 02173A	55.33
11-44789	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	5/2011	Clean 50492806	7.48
11-44811	01-00180	City of Yukon (BankOne)PW	14" cut off wheels	5/2011	Napa 472690	40.10
11-44812	01-00180	City of Yukon (BankOne)PW	recaps for sanitation	5/2011	T&W Tire 4732609	957.54
11-44820	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	5/2011	Clean 50493735	7.48
11-44854	01-00180	City of Yukon (BankOne)PW	hydraulic oil	6/2011	Fentress 624776	1,531.56
11-44895	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	6/2011	Clean 50494667	7.59
11-44896	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	6/2011	Clean 06/08/11	7.59
11-44899	01-00180	City of Yukon (BankOne)PW	overflow alarm	6/2011	Hoidale 95175	152.79
11-44771	01-18150	Hampel Oil Distributors,	Inunleaded fuel	6/2011	90301560	145.83
			diesel fuel	6/2011	90301560	2,206.56
11-44943	01-18150	Hampel Oil Distributors,	Inunleaded fuel	6/2011	90303385	50.18
			diesel fuel	6/2011	90303385	1,627.49
11-44830	01-29525	Locke Welding	demurrage rental	5/2011	R2343	33.00
11-44929	01-30680	Luther Sign Company	safety vests	6/2011	8433	216.00
11-44921	01-36840	OK Environ Mgmt Authority	May'11 Landfill fees	5/2011	24322	23,464.62
11-44920	01-36843	OK Environ Mgmt Authority	May'11 citizen fee	5/2011	24321	1,240.00
DEPARTMENT TOTAL:						35,558.68
DEPARTMENT: 02		Recycling				
11-44958	01-36841	OK Environ Mgmt Authority	Recycle Bins May'11	5/2011	25612	150.00
DEPARTMENT TOTAL:						150.00
FUND TOTAL:						35,708.68

FUND: 73 - Storm Water Enterprise

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01		Stormwater				
11-44752	01-00173	City of Yukon (BankOne)SW	Printing wall plot map	5/2011	FastSigns 02-68032	263.93
11-44798	01-00173	City of Yukon (BankOne)SW	Registration EPA Conf reg	5/2011	SCIECA 05/23/11	700.00
11-44806	01-00173	City of Yukon (BankOne)SW	Shirts for Denny and insp	5/2011	JVH Mrktng 52511	400.00
11-44809	01-00173	City of Yukon (BankOne)SW	airfare-EPA Conf	5/2011	AmericanAir5/24 MH	336.80
			airfare-EPA Conf	5/2011	AmericanAir5/24 AW	336.80
			lodging-EPA conf	6/2011	GrandhHyatt 357460	425.00
			lodging-EPA conf	6/2011	GrandhHyatt 357461	425.00
11-44810	01-00173	City of Yukon (BankOne)SW	Public Educational Suppli	6/2011	FastSigns 02-68104	265.00
			Public Educational Suppli	6/2011	HobbyLobby 05758	29.99
11-44866	01-00173	City of Yukon (BankOne)SW	COSWA radio spots	6/2011	RendaBrdcstng71322	2,000.00
11-44953	01-06377	City of Oklahoma city	Evans-1700 Churchill	5/2011	11060111	158.00
			Blagg-309 Redbud	5/2011	11060111	39.50
11-44771	01-18150	Hampel Oil Distributors, Inunleaded		6/2011	90301560	160.47
11-44943	01-18150	Hampel Oil Distributors, Inunleaded		6/2011	90303385	107.71
DEPARTMENT TOTAL:						5,648.20
FUND TOTAL:						5,648.20

FUND: 74 - Grant Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 20		Emergency Mgmt Grants				
11-44930	01-00172	City of Yukon (BankOne)TEC	Trimble LaserAce 1000	6/2011	BenchmarkGPS 431	1,975.00
			Shipping & Handling	6/2011	BenchmarkGPS 431	15.00
DEPARTMENT TOTAL:						1,990.00
FUND TOTAL:						1,990.00

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 02						
11-44445	01-00180	YMA Booster Station City of Yukon (BankOne)PW	cornwell booster station	5/2011	Locke 15272411	89.21-
			cornwell booster station	5/2011	Grainger1130811200	537.74
			cornwell booster station	5/2011	Grainger1130860692	119.97
			cornwell booster station	5/2011	Grainger1130411497	587.70
			cornwell booster station	5/2011	Grainger6164471722	998.10
			cornwell booster station	6/2011	ConsBld 0095302	331.71
			cornwell booster station	6/2011	Lowes 14322	84.18
			cornwell booster station	6/2011	CED 5366-696784	16.27
			cornwell booster station	6/2011	CED 5366-696783	1,014.08
11-44443	01-04475	Brewer Construction Co.	cornwell booster station	6/2011	Locke 15367092	2,278.06
			rebuild booster station	6/2011	2011-22	48,876.09
DEPARTMENT TOTAL:						54,754.69
FUND TOTAL:						54,754.69
GRAND TOTAL:						539,040.50

Budget Amendment Form

Fund: General

Amendment #: 2011-1

Fiscal Year: 2010-2011

Series #	Department Name	Estimated Revenue		Appropriations	
		Increase	Decrease	Increase	Decrease
01 501-100	Legislative			\$35.93	
01 501-200	Legislative				\$35.93
01 502-100	Finance			\$19,942.11	
01 502-300	Finance			\$183.38	
01 501-600	Legislative				\$20,125.49
01 503-100	Park Maintenance			\$55,935.91	
01 503-200	Park Maintenance				\$2,488.30
01 503-300	Park Maintenance				\$7,868.38
01 501-600	Legislative				\$45,579.23
01 508-300	Library			\$1,187.81	
01 508-100	Library				\$1,187.81
01 509-100	Administration			\$170,761.98	
01 509-200	Administration				\$1,985.32
01 509-300	Administration				\$4,154.07
01 502-356	Administration			\$349.99	
01 501-300	Legislative				\$131,530.68
01 501-500	Legislative				\$33,441.90
01 511-100	Police			\$86,915.52	
01 511-200	Police				\$15,371.02
01 511-300	Police				\$11,907.00
01 510-100	Parks and Rec				\$35,548.80
01 510-200	Parks and Rec				\$2,287.88
01 510-300	Parks and Rec				\$14,203.83
01 501-500	Legislative				\$7,596.99
01 512-100	Property Maintenance				\$3,931.91
01 512-200	Property Maintenance				\$834.43
01 512-300	Property Maintenance			\$10,935.93	
01 512-400	Property Maintenance			\$3,289.71	
01 501-500	Legislative				\$9,459.30
01 513-100	Pools				\$765.03
01 513-200	Pools			\$765.03	
01 514-100	Roberson Activity Center			\$15,975.71	
01 514-200	Roberson Activity Center				\$1,995.27
01 514-300	Roberson Activity Center				\$20.22
01 513-100	Pools				\$13,960.22
01 516-100	Fleet Maintenance				\$21,826.56
01 516-200	Fleet Maintenance			\$37,148.52	
01 516-300	Fleet Maintenance			\$12,545.72	
01 516-500	Fleet Maintenance			\$8.89	
01 513-100	Pools				\$19,815.72

<u>Account #</u>	<u>Account Name</u>	<u>Estimated Revenue</u>		<u>Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
01 501-500	Legislative				\$8,060.85
01 517-100	Personnel			\$28,519.95	
01 517-200	Personnel				\$1,703.35
01 517-300	Personnel				\$9,416.84
01 504-300	Engineering				\$17,399.76
01 519-100	Street				\$40,202.56
01 519-200	Street				\$188.76
01 519-300	Street			\$116,732.33	
01 519-400	Street			\$1,614.20	
01 522-100	Insurance				\$77,955.21
01 523-400	Technology			\$1,484.14	
01 523-100	Technology				\$1,484.14

	<u>Estimated Revenue</u>		<u>Appropriations</u>	
	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
TOTALS			\$564,332.76	\$564,332.76

EXPLANATION: The purpose of these budget adjustments is to balance the budget series in the General Fund by raising the budgeted appropriations in certain series to match expenditures and lowering the budgeted appropriations in others accordingly to achieve balance.

Date Approved by City Manager:

Date Approved by City Council:



June 13, 2011

City of Yukon
532 West Main
Yukon, OK 73099

Attention: Yukon City Council

The Nominating Committee of the Spanish Cove Housing Authority met on June 13, 2011 to select a nominee for Office #6 which expired May 31, 2011. The Office has been held by Dr. Darrell Hill who applied for re-appointment. No other applications were received

Members of the Nominating Committee interviewed Dr. Hill and voted unanimously to recommend to the Yukon City Council that Dr. Hill be re-appointed to fill a six year term expiring May 31, 2017.

If you have any questions please call me at 350 5100 or 850 2971. It is our hope that this can be placed on your June 21th, 2011 agenda.

Grace and Peace,

A handwritten signature in black ink, appearing to read "C. Sherman Huff".

C. Sherman Huff
Executive Administrator/CEO

May 6, 2011

Mr. Doug Shivers
City Clerk
City of Yukon
P.O. Box 850500
Yukon, OK 73085-0500

Re: 2010-2011 Workers' Compensation Plan Renewal

Dear Mr. Shivers:

The 2011-2012 Workers' Compensation Plan Renewal Agreement, payroll-rate worksheet and invoice for your municipality are enclosed. The invoice also reflects an interest credit (if any) earned through March 31, 2011 that can be used to reduce the amount due or deposited into your escrow account.

The Workers' Compensation Plan Renewal is a two-step process:

Step 1) The "Renewal Participation Agreement" must be completed, signed and returned to OMAG by June 15, 2011; and

Step 2) Premium Payment may be sent with the Agreement or follow later to comply with budget requirements if necessary; however, premium is due no later than July 15th.

Additionally, please remember that your municipality has \$26,674.00 in escrow that can be used to reduce your premium.

Please call should you have any questions at 1-800-234-9461.

Sincerely,



Chuck Smith
Director of Plan Services

Enclosures: 1. Renewal Agreement
20. Payroll-Rate Worksheet
21. Invoice

**OKLAHOMA MUNICIPAL ASSURANCE GROUP
STANDARD PLAN (First Dollar)**

2011-2012 Renewal Participation Agreement for City/Town of YUKON

The premium for participation in the **Oklahoma Municipal Assurance Group (OMAG) Workers' Compensation Plan** for the period July 1, 2011 through June 30, 2012 as stated on the Invoice is accepted as an amendment to our original agreement with OMAG for continued participation in the Workers' Compensation Plan; and

(Select and initial the appropriate boxes below, where applicable.)

A. INTEREST CREDIT ----- \$ 1,324.58

(If any, has been applied to reduce the 2011-2012 premium for renewal participation.)

B. RSR CREDIT ----- \$ 43,244.00

(Below, fill in the dollar amount of the "RSR Credit", if one appears)

1. We wish to apply \$ _____ of our **RSR Credit** to an Escrow Account for our municipality, AND/OR 43,244.00
2. We will use \$ ~~26,674.00~~ 43,244.00 of our **RSR Credit** to reduce our 2011-2012 premium for renewal of participation.

C. ESCROW ----- \$ 26,674.00

(Below, fill in the dollar amount of the "Escrow Credit", if one appears.)

1. We will use \$ 26,674.00 of our **Escrow Credit** to reduce our 2011-2012 premium for renewal of participation (NOTE: COPY OF MINUTES REQUIRED), OR
2. We will not use any of our **Escrow Credit** to reduce our 2011-2012 premium for renewal of participation.

06-15-2011
Date

Grayson Bottom
Signature of Authorized Representative

Grayson Bottom, City Manager
Printed Name and Title

NOTE: THIS AGREEMENT MUST BE SIGNED AND RETURNED TO OMAG BY JUNE 15, 2010 TO RENEW JULY 1ST.

*(Mail this Agreement, with or without the payment, to OMAG by June 15th at address shown below.)
If payment is mailed after June 15th, it must be received at OMAG by July 15th.*

**Oklahoma Municipal Assurance Group
4130 North Lincoln Boulevard
Oklahoma City, OK 73105.**



Report of Boards, Commissions and Committees

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

Planning Commission

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

Board of Adjustment/Board of Appeal

Sherry Huston	Ward 1	2014
Ken Smith	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
	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, Representative
John Tipps, 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

RESOLUTION NO. 2011 – 07**A RESOLUTION OF THE YUKON CITY COUNCIL ESTABLISHING THE NINE-ONE-ONE EMERGENCY FEE RATE FOR CALENDAR YEAR 2012**

WHEREAS, the voters and/or governing body of the City of Yukon have approved the acquisition and operation of an emergency telephone service, together with the levy or imposition of user fee/tax for such service; and

WHEREAS, said approving authority, service and fee are authorized pursuant to the Nine-One-One Emergency Act, 63 O.S. Supp., 1987, §2811 et seq., as amended.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Yukon that it does, hereby establish the rate for the Nine-One-One Emergency Telephone Service fee for the calendar year 2011 at three percent (3%) of the recurring charges as designated by the tariff for exchange telephone service or its equivalent within the City of Yukon in accordance with said Act beginning January 1, 2012.

ADOPTED, this 21st day of June, 2011, by the City Council and the City of Yukon.

John Alberts, Mayor

Doug Shivers, City Clerk



9-1-1 association of central oklahoma governments

Chair Ken Bartlett
Del City Councilmember

Vice-Chair Rachel Butler
Norman Councilmember

Secretary/Treasurer David Dirkschneider
Warr Acres Councilmember

Executive Director
John G. Johnson

MEMORANDUM

DATE: May 27, 2011

TO: City Council/Board of Trustees/City Clerks and County Commissioners

FROM: John G. Johnson, Executive Director

SUBJECT: 9-1-1 Service Fee Resolution for Calendar Year 2012

Your City Council/Board of Trustees or County Commission will need to give immediate consideration to the attached resolution/ordinance relating to providing 9-1-1 service during calendar year 2012. The resolution pertains to establishment of the 9-1-1 service fee rate to be collected through the landline (traditional) telephone bills for the calendar year 2012.

Fees collected by wireless and VoIP phone companies are established under a separate statute and are not covered by this resolution/ordinance.

To enable collection of the locally authorized service fee on landline telephone bills to pay for E9-1-1 service, each local government must approve a resolution/ordinance, on an annual basis, to set the actual fee *and* through 9-1-1 ACOG, notify the appropriate ILEC or CLEC telephone companies by September 1, 2011.

Please mail a signed copy of your approved resolution before August 1 to:

Anita Kroth, 9-1-1 ACOG
9-1-1 Association of Central Oklahoma Governments
21 E. Main Street, Suite 100, Oklahoma City, Oklahoma, 73104

If you have any questions, please contact Anita Kroth, 234-2264, extension 136.



1750 Old Meadow Road
Suite 300
McLean, VA 22102
Phone: (800) 261-0240

SAGE PAYMENT SOLUTIONS

MERCHANT PROCESSING APPLICATION

Referral:
Lead Source: None

Settlement Bank: Harris Bank N.A. Auth Network: Visanet/TSYS Settle Network: Vital

Office: Net1 Call Center Office Phone: 8002610240 Application ID: 79,299

Application Date: 3/10/2011 5:38:30PM Contractor Name: Richard Mitchell Association: Net1 Call Center

General Information

Type of Ownership: Government (Fed, Business Open 01/01/1962) Existing MID:

Legal Business Name: City of Yukon Business Name: City of Yukon

Mailing/Billing Address: 500 W. Main St., PO Box 850500 Location Address: 500 W. Main St.,

City: Yukon State: OK Zip: 73085 City: Yukon State: OK Zip: 73085

Phone: 4053541895 Fax: 4053507676 Phone: 4053541895 Fax: 4053507676

Contact: Doug Shivers Email: dshivers@cityofyukonok.gov Customer Service Phone: 4053541895

Federal Tax: 736005519 D & B: Web Site: www.cityofyukonok.gov

General Comments: CC's are processed 100% after service is supplied. Credits, Refunds, Exchanges typically would not be charged. If a credit was made typically they would add to the next months statement. An overpayment could be credited to a cc but

Tax Information

Name (as it appears on your Federal Tax Return): City of Yukon

Federal Tax: 736005519 State Filed: OK Type of Ownership: Government (Fed,St,Local)

- I CERTIFY THAT I AM A FOREIGN ENTITY / NON-RESIDENT ALIEN
- I CERTIFY THAT I AM PROVIDING AUTHORIZATION FOR THE ELECTRONIC ISSUANCE OF IRS FORM 1099

Owner/Officer 1 0% **Owner/Officer 2** 0% **Trade Reference**

Name: John Alberts Name: Name:

Title: Mayor Title: Title:

Address: 500 W. Main St., PO Box 850500 Address: Address:

City: Yukon State: OK City: State: City: State:

Zip: 73085 Phone: 4053541895 Zip: Phone: Zip: Phone:

Email: dshivers@cityofyukonok.gov Email: Email:

SSN: DOB: 01/01/1900 SSN: DOB: 01/01/1900

Underwriting Profile

Type of Business: Retail Seasonal: No Seasonal High Months:

Business Description: Water/Sewer Services

Return Policy: Other Days Until Product: 0

Monthly Volume:	40,000.00	Method of Sales		% of Products Sold	
Average Ticket:	70.00	Card Present Swiped:	85%	Consumer Sales:	60%
Highest Ticket:	1,000.00	Card Present Keyed:	15%	Business Sales:	40%
Discount Paid:	Monthly	Card Not Present:	0%	Government Sales:	0%

MOTO Internet Questionnaire

Please explain your billing / delivery policy:

Full payment upfront with _____ days until product / service delivery.

Partial payment required up front with _____ % and within _____ days until final product / service delivery.

Payment received after product / service is provided.

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

Monthly Quarterly Semi-Annually Annually

Authorization to ACH (must include voided business check)

Bank Name: Yukon National Bank Phone: 4053501335 City: Yukon State: OK Zip: 73099

Depository Routing #: 103009571 Account #: 700029280 Fees Routing #: 103009571 Account #: 700029280

Interchange

Cost Plus (CP) Interchange at pass-through (IPT)

Accept?	Card Type	Rate 1:	Qualification Exceptions (If Applicable) Rate 1 Plus
Yes	Visa	1.75%	ChkCrd = \$0.05, Rate 2 = 1.000% + \$0.00, Rate 3 = 1.500% + \$0.00, Int'l/NonStd = 1.150% + \$0.20, Bus = 1.500% + \$0.00, APF = 0.000%
Yes	MasterCard	1.75%	ChkCrd = \$0.00, Rate 2 = 1.000% + \$0.00, Rate 3 = 1.500% + \$0.00, Int'l/NonStd = 1.150% + \$0.20, Bus = 1.500% + \$0.00, NABU = 0.000%
Yes	Discover	1.75%	ChkCrd = \$0.00, Rate 2 = 1.000% + \$0.00, Rate 3 = 1.500% + \$0.00, Int'l/NonStd = 1.150% + \$0.20, Bus = 1.500% + \$0.00
Yes	Debit	0.00%	Bundled

Merchant Agreement

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

Authorization Fees

Type	Per Item Fee
Visa/MasterCard	0.25
Discover	0.25
Pin Debit	0.55
EBT	0.00
American Express	0.25
JCB	0.00
ARU	1.00
Voice Auth	1.50

Other Entitlements

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

Startup Fees

Description	Qty	Price
Centurion	1	182.00
Sage Exchange VT	1	0.00
Standard Shipping/1-3 Day	2	0.00
WELCOME KIT	1	0.00
Total:		182.00

Monthly Fees

Fee Description	Amount
Statement	5.00
Monthly Minimum	25.00
Gateway Access	4.00
Monthly 6050W Reporting	2.10

Miscellaneous Fees

Fee Description	Amount
Visa Acquirer Processing Fee	0.02
MasterCard Network Access & Brand Usage	0.02
Annual 6050W Tax Filing	9.25
Chargeback	15.00
Signature Plan %	1.55
Complimentary Online Reporting	0.00

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

Equipment

Terminal/Software Type	Terminal Program
Sage Exchange VT	VAR / STAGE

Leasing

Lease Company: _____ Lease Type: _____ Lease Term: _____ Lease Payment: _____

Certification and Agreement

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

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

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

Merchant: By: _____
 Merchant Principal or Corporate Officer

 Print Name

By: _____
 Merchant Principal or Corporate Officer

 Print Name

Accepted by Bank: By: _____

Accepted by Sage Payment Solutions: By: _____

TERMS AND CONDITIONS OF MERCHANT AGREEMENT

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

ARTICLE I – ADDITIONAL DEFINITIONS

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

ARTICLE II - MERCHANT REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS

- 2.01 **Honoring Cards.** (a) Merchant will accept, without discrimination, all valid Cards properly presented for payment for bona fide, legitimate business transactions arising out of Merchant's usual trade or business and for Transactions originated by Merchant; (b) U.S. retailers may require a minimum purchase amount on credit card transactions. The minimum purchase amount must not exceed \$10.00 (ten dollars) and does not apply to transactions made with a Debit Card. Maximum transactions amounts may be established by Federal agencies and institutions of higher learning; (c) Merchant shall not require any Cardholder to pay any part of any fee imposed upon Merchant by this Agreement, whether through any increase in price or otherwise require a customer presenting a Card to pay any charge as a condition of sale that is not also required from a customer paying cash. However, Merchant may offer discounts to customers for cash purchases. Merchant may also charge a service fee on Transactions if Merchant charges a service fee: (i) for all payment methods (check, credit card, etc.) or (ii) for a specific payment mode (telephone) and not for other payment modes (face-to-face); (d) Merchant shall not accept a Card as payment (other than to the extent permitted by this Agreement), if the person seeking to use the Card does not present the Card to permit Merchant to examine it and obtain an Imprint or otherwise use the physical Card to complete the Transaction. Merchant shall not deposit any Transaction for the purpose of obtaining or providing a cash advance either on Merchant's Card or the Card of any other party. Merchant agrees that any such deposit shall be grounds for immediate termination. Merchant shall not obtain under any circumstance Authorization for, nor process a sale on, any Card that Merchant is authorized to use. Processing Merchant's own Card is grounds for immediate termination.
- 2.02 **Card Acceptance.** When accepting a Card for a face-to-face Transaction, Merchant will follow the steps provided by Bank and SPS, and will: (a) Examine the Card for the Cardholder's signature and if the Card is not signed, request identification to confirm that the Cardholder is the person he/she purports to be and determine in good faith and to the best of its ability that the Card is valid on its face; (b) Check the effective date (if any) and the expiration date of the Card, examine any card security features (such as a hologram) included on the Card; and (c) Obtain Authorization before completing any Transaction (where Authorization is obtained, Merchant will be deemed to warrant the true identity of the customer as the Cardholder); (d) Unless the Sales Draft is electronically generated or is the result of an Internet, mail, telephone or preauthorized order, obtain an Imprint of the Card; (e) Enter a description of the goods or services sold and the price thereof (including any applicable taxes); (f) As required by the Rules, obtain the Cardholder's signature on the Sales Draft and compare that signature to the signature on the Card; (g) Deliver a true and completed copy of the Sales Draft to the Cardholder at the time of delivery of the goods or performance of the services, or if the Sales Draft is prepared by a point-of-sale terminal, at the time of the sale; (h) Provide the Sales Draft to the Cardholder following the purchase; and (i) Legibly reproduce the Cardholder's name, account number, expiration date, and the Merchant's name and place of business if that information is not legibly imprinted on the Sales Draft. In addition, for MasterCard Transactions, Merchant will legibly reproduce the name of the Card Issuer as it appears on the face of the Card. Each Sales Draft presented to Bank for collection shall be genuine and will not be the result of any fraudulent Transaction or telemarketing sale and shall not be deposited on behalf of any business other than Merchant.
- 2.03 **Authorization.** (a) Merchant will obtain a prior Authorization for all Card sales. If Merchant cannot, for any reason, obtain an electronic Authorization, Merchant will request a Voice Authorization from the designated authorization center, and will legibly print the authorization number on the Sales Draft; (b) Merchant will not obtain or attempt to obtain Authorization unless Merchant intends to submit a Transaction for the authorized amount; (c) Merchant will not divide a single Transaction between two or more Sales Drafts or two or more Cards; (d) Merchant will not attempt to obtain Authorization on an expired Card; (e) Merchant acknowledges that an Authorization provides only that the Cardholder account has sufficient credit available to cover the amount of the current sale, that an Authorization is not a guarantee of payment, and that an Authorization will not waive any provision of this Agreement or otherwise validate a fraudulent Transaction or a Transaction involving the use of an expired Card. Receiving an Authorization shall not relieve the Merchant of liability for Chargeback on any Transaction; (f) Transactions will be deemed invalid on Cards that are expired, whether or not an Authorization has been obtained; (g) If Authorization is granted, Merchant shall print the Authorization number, or ensure that it appears legibly in the appropriate location on the Sales Draft; and (h) If Authorization is denied, Merchant shall not complete the Transaction and shall follow any instructions from the authorization center; (i) Merchant shall not obtain or attempt to obtain Authorization for a Transaction that it knows or should have known to be either fraudulent or not authorized by the Cardholder.
- 2.04 **Retention and Retrieval of Cards.** (a) Merchant shall use its best efforts, by reasonable and peaceful means, to retain or recover a Card upon receiving such instructions when making a request for Authorization or if Merchant has reasonable grounds to believe that the Card is counterfeit, fraudulent or stolen; (b) The obligation of Merchant imposed by this Section to retain or recover a Card does not authorize a breach of the peace or any

injury to persons or property and Merchant will hold Bank and SPS harmless from any claim arising from any injury to person or property, or other breach of the peace in connection with the retention or recovery of a Card.

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

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

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

2.08 Advertising. (a) Merchant will prominently display the promotional materials provided by Bank and SPS in its place(s) of business. Use of promotional materials and use of any trade name, trademark, service mark or logotype ("Marks") associated with Card(s) shall be limited to informing the public that Card(s) will be accepted at Merchant's place(s) of business. Merchant's use of promotional materials and Marks is subject to the direction of Bank and SPS and must be utilized in accordance with the Rules; (b) Merchant may use promotional materials and Marks during the term of this Agreement and shall immediately cease use and return any inventory to Bank or SPS upon any termination thereof; (c) Merchant shall not use any promotional materials or Marks associated with Visa, MasterCard or Discover in any way which implies that Visa, MasterCard or Discover endorses any goods or services other than Card services and Merchant shall not refer to Visa, MasterCard or Discover in stating eligibility for Merchant's products or services. Merchant's rights to use the Marks shall terminate with termination of this Agreement and Merchant will cease all use of the Marks upon notification by the applicable Card association to discontinue use. Merchant shall be fully liable to Bank and/or SPS for any and all loss, cost and expenses suffered or incurred by Bank and/or SPS, arising out of failure to return or destroy such materials following termination or Merchant's misuse of the Marks. If Merchant is a "Direct Mail Cardholder Solicitation Merchant," then Merchant acknowledges that the trademark 'MasterCard' and the corresponding logotype are the property of MasterCard International Incorporated (herein, "the Corporation"). Merchant shall not infringe upon the mark or logo, nor otherwise use the mark or logo in such a manner as to create the impression that Merchant's products or services are sponsored, produced, affiliated with, offered, or sold by this Corporation. Merchant shall not use the mark or logo on its stationery, letterhead, envelopes, or the like nor in its solicitation; provided, however, that Merchant may use one of the mark or logo in close proximity to the payment or enrollment space in the solicitation in a size not to exceed 1 1/4 inches in horizontal length if a logo is employed, or, if a mark is used, in type not to exceed the size of the type used in the major portion of the text on the same page; provided further that the legend, 'Accepted for Payment' must accompany the mark or logo used and must be the equivalent size of the mark or logo. In no case, however, shall Merchant use any of the logo on the front or first page of its solicitation. One truthful statement that Merchant is directing or limiting its offer to MasterCard cardholders may appear in the body of the solicitation, other than in close proximity to the payment or enrollment space, subject to the limitation that: (i) only the word mark may be used; (ii) the word mark may not (1) exceed in type size the size of any other type on the same page, (2) differ in color from the type used in the text (as differentiated from the titles) on the same page, (3) be as large or as prominent as the name of Merchant, (4) be the first item appearing on any page, nor (5) in any other way be the most prominent element of the page; (iii) Merchant's name and/or logo must appear prominently on the same page as the mark; and (iv) the following disclaimer must appear in close proximity to the mark on the same page and in an equal size and type of print: 'MasterCard International Incorporated is not affiliated in any way with [Merchant] and has not endorsed or sponsored this offer.' Merchant further agrees to submit its first direct mail solicitation(s), prior to mailing, to the MasterCard Law Department, to be reviewed only for compliance with this Corporation's trademark rules and shall furthermore not distribute in any manner such solicitations until Merchant

shall have obtained the Corporation's written approval of the manner in which it uses MasterCard mark and logo on such solicitations. Merchant shall likewise, upon request, submit to the Corporation any amended solicitations prior to mailing.

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

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

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

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

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

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

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

3.04 Chargebacks. (a) Simultaneously with each Cardholder Transaction, a contingent and unmatured claim for Chargeback accrues against Merchant in favor of SPS and Bank if under the Rules, SPS or Bank is required, or has the right, to pay to Discover, MasterCard, Visa or any Debit Card Issuer any fees, discounts, customer credits and adjustments, charges, fines, assessments, penalties or other items which may be charged back to Merchant by SPS and Bank. Merchant agrees that it is fully liable to Bank and SPS for all Chargebacks, and that Bank and SPS are authorized to offset from incoming Transactions and to debit via ACH the Account, the Reserve Account, or any other account held at any other financial institution in the amount of any Chargeback. Merchant agrees to accept for Chargeback any sale for which the Cardholder disputes the validity of the sale according to the Rules; or SPS and Bank determine that Merchant has in any way failed to comply with the Rules, this Agreement or SPS's procedures, including but not limited to the following: (i) The Sales Draft is illegible, not signed by the Cardholder or has not been presented to Bank within the required time-frames; (ii) The Sales Draft does not contain the Imprint of a valid, un-expired Card; (iii) A valid Authorization number has not been correctly and legibly recorded on the Sales Draft; (iv) The Sales Draft is a duplicate of a prior Transaction or is the result of two or more Transactions generated on one Card for a single sale; (v) The Cardholder alleges that he or she did not participate in the sale, authorize the use of the Card, receive goods or services purchased, or receive a required credit adjustment, or disputes the quality of the goods or services purchased; (vi) The price of goods or services on the Sales Draft differs from the amount which Merchant presents for

payment; (vii) The Transaction results from an Internet, mail, phone or preauthorized order and the Cardholder disputes entering into or authorizing the Transaction or the Transaction has been made on an expired or non-existing account number; (viii) SPS and Bank believe, within their sole discretion, that Merchant has violated any provision of this Agreement; (ix) SPS determines that the Transaction record is fraudulent or that the Transaction is not bona fide or is subject to any claim of illegality, cancellation, rescission, avoidance or offset for any reason whatsoever, including without limitation negligence, fraud or dishonesty on the part of Merchant or Merchant's agents or employees; (x) Merchant fails to provide a Sales Draft or legible copy thereof to Bank and SPS in accordance with this Agreement. (b) Merchant acknowledges that SPS and Bank shall have full recourse to charge back the amount of a Card sale for which the Cardholder disputes that he/she did not authorize the charge if (i) the Imprint of the Card or (ii) the signature of the Cardholder was not obtained by Merchant; and (iii) Merchant shall not initiate a Transaction in an attempt to collect a Chargeback. Merchant shall be liable for all fees arising out of the Chargeback dispute processes under the Rules.

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

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

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

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

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

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

(e) **Presentation of Sales Transmittals and Adjustment Drafts.** Merchant will electronically transmit to Bank all Sales Transmittals or Adjustment Drafts in a manner acceptable to Bank. Merchant will make a good faith effort to electronically transmit data within one banking business day after the Transaction date. Merchant will not extend the time of payment for or extend credit for any part of a Debit Card Sale. Merchant represents and warrants that the electronic transmission of each Sales Transmittal and Adjustment Draft will evidence a true record of the Debit Card Sale Transaction reflected on the document. Bank will process Debit Card Sales transmitted by Merchant, and Bank will promptly credit, debit or charge, as applicable, the appropriate amount to the Account. Within a reasonable time after the end of each calendar month, Bank will calculate the applicable amount of fees and other charges owed by Merchant, and Bank will debit the Account in the amount of such fees and other charges. The amount of such fees to be paid by Merchant are set forth on Schedule of Fees in the Application. Such fees may be amended at any time by Bank and/or SPS upon written notice to Merchant. Bank may refuse to accept or may revoke its acceptance of any Sales Transmittal or Adjustment Draft, and Bank may debit, charge or credit the Account in the corresponding amount, if: (i) the Debit Card was completed without prior Authorization; (ii) the Sales Transmittal or Adjustment Draft involved circumstances constituting a breach of any agreement, representation, or warranty by Merchant; (iii) the Debit Card Sale was in violation of applicable law, the Rules or regulations; (iv) the Debit Cardholder is Merchant, any partner or shareholder in Merchant, or any affiliate, spouse or immediate family member of any of them; (v) the Debit Card Sale was not made in connection with the sale of goods or services by Merchant. Bank may refuse or revoke the acceptance of any Sales Transmittal or Adjustment of Sales Transmittal upon the occurrence of any of the following events, and Bank may charge, debit or credit the Account in the corresponding amount if: (a) Merchant defaults in paying when due any obligation to Bank or SPS; (b) any material adverse change in Merchant's financial condition occurs; (c) any deposit account at Bank or any of Merchant's property in the possession of Bank is garnished or attached; (d) Merchant assigns its assets generally for the benefit of creditors; (e) a proceeding is commenced by or against it under any bankruptcy, insolvency or similar law seeking an order to adjudicate it a bankrupt or insolvent or other relief, or seeking appointment of a receiver or similar official for Merchant or for any substantial part of Merchant's assets. Merchant will notify Bank and/or SPS in writing immediately upon becoming aware that any such event has occurred or is likely to occur. Bank will notify Merchant promptly of all Adjustment Drafts. Additionally, Bank will advise Merchant on each debit, charge and credit processed to the Account. Merchant authorizes Bank to charge debits arising from this Agreement against any credit due Merchant, whether or not such charges create overdrafts or a debit balance in the Account. Merchant agrees to pay Bank or SPS, as applicable, the full amount of any such overdraft or debit balance or to replenish the Account in an amount sufficient to permit the amount of the charge to be made, as applicable, promptly upon request. Merchant further authorizes Bank to suspend in a segregated account amounts which otherwise would be credited to the Account if Bank or SPS reasonably believe that the Sales Transmittals submitted by Merchant are fraudulent. Bank or SPS will notify Merchant of the suspension of such

amounts within a reasonable time; provided, however, that such notice will not be required if the appropriate law enforcement agency has been notified of the suspected fraud.

ARTICLE IV – GATEWAY PROGRAMMING

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

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

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

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

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

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

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

ARTICLE V - TERMINATION AND EFFECT OF TERMINATION

5.01 Term: Termination. (a) The initial term of this Agreement shall be for a period of three (3) years for a Sage Merchant Processing Account, or as set forth on the Merchant Application for a Sage Mobile Payments Account (respectively the “**Initial Term**”) and shall commence on the earlier of (i) SPS’s acceptance hereof (evidenced by the execution of the Agreement by SPS); (ii) the date of written notice from SPS that Merchant’s application is approved for processing; or (iii) the date on which Merchant’s first Transaction is processed, and (iv) shall automatically renew as follows: (a) a Sage Merchant Processing Account with an Initial 3 Year Term shall renew for consecutive (2) year terms; (b) a Sage Mobile Payments Account with an Initial 3 Year Term shall renew for consecutive (1) year terms; (c) a Sage Mobile Payments Account with an Initial 1 Year Term shall renew for consecutive (1) year terms; and (d) a Sage Mobile Payments Account with an Initial month-to-month Term shall renew on a month-to-month basis (respectively the “**Renewal Term**”), and unless terminated as set forth below; (b) This Agreement may be terminated by any party effective at the end of the Initial or any Renewal Term by providing written notice to the other parties of its intent not to renew no less than thirty (30) days prior to the expiration of the then-current term. Additionally, this Agreement may be terminated: (i) by SPS and Bank at any time with or without cause, and without prior notice, and (ii) by Merchant in the event of a material breach of the terms of this Agreement by SPS and Bank, provided Merchant provides SPS and Bank written notice of the alleged breach and the breach remains uncured for a period of 30 days following receipt of written notice by the breaching party. (c) Upon early termination of this Agreement by Merchant, or by SPS should Merchant breach any of the terms of this Agreement during the Initial Term or any Renewal Term, Merchant shall pay to SPS an early termination fee equal to (i) Sage Merchant Processing Account – 3 Year Term - twenty-five dollars (\$25.00) for every month remaining in any such term for each Merchant location; (ii) Sage Mobile Payments Account – 3 Year Term -seventy-five dollars (\$75.00) if termination occurs within six (6) months of commencement the Term or Renewal Term; (iii) Sage Mobile Payments Account – 3 Year Term - fifty dollars (\$50.00) if termination occurs six (6) months after commencement the Term or Renewal Term, but prior to expiration of such term; and (iv) Sage Mobile Payments Account – 1 Year Term -thirty-five dollars (\$35.00) termination occurs prior to expiration of the Term or Renewal Term (respectively the “**Early Termination Fee**”). In addition to the Early Termination Fee, Merchant shall pay any fees, fines, third party costs or penalties which SPS may be assessed due to Merchant’s breach of this Agreement and/or early termination. To the extent that applicable state law mandates lesser termination fees, the Early Termination Fee shall be the maximum allowed by applicable law. Merchant will not owe the Early Termination Fee if Merchant elects not to renew the Agreement upon the expiration of the then current term by providing written notice in accordance with this paragraph. All rights and obligations of the parties existing as of the effective time of termination will survive termination; (d) Within SPS’s and Bank’s sole discretion, if Merchant’s or any of its principal(s)’ business or personal credit deteriorates, if any significant circumstances exist that would create harm or loss to the goodwill of a card association or payment network system, or if any case or proceeding is commenced by or against Merchant under any federal or state law dealing with insolvency, bankruptcy, receivership or other debt relief, this Agreement shall simultaneously therewith automatically terminate, and any amounts due to Bank and SPS shall accelerate and become immediately due and payable, without the necessity of any notice, declaration or other act whatsoever by Bank and SPS. Merchant agrees to notify SPS and/or Bank immediately of any bankruptcy, receivership, insolvency or similar action initiated by or against Merchant.

5.02 Effect of Termination. (a) In the event of termination for any reason, Merchant expressly authorizes Bank and SPS to withhold and discontinue the disbursement for all Cards and other payment Transactions of Merchant in the process of being collected and deposited; (b) Collected funds will be placed in the Reserve Account (defined below) until Merchant pays any equipment and processing cancellation fees and any outstanding charges, losses or amounts for which Merchant is liable under this Agreement. Further, Bank reserves the right to require Merchant to deposit additional amounts based upon Merchant’s processing history and/or anticipated risk of loss to Bank into the Reserve Account. The Reserve Account shall be maintained a minimum of 270 days after the termination date and for any reasonable period thereafter, during which Cardholder disputes may remain valid under the Rules. The provisions of this Agreement relating to the debiting and crediting of the Account shall be applied to the Reserve Account and shall survive termination of this Agreement until Bank terminates the Reserve Account. Any balance remaining after Chargeback rights have expired and all other expenses, losses and damages have been paid will be disbursed to Merchant; (c) Merchant expressly acknowledges that the MATCH system and Early Termination File (collectively, the “MATCH”) is a maintained by MasterCard and Visa and contains the business name and the names and identification of principals of Merchant which have been terminated for one or more of the reasons specified in the Rules. Such reasons include, but are not limited to: fraud, counterfeit paper, unauthorized Transactions, excessive Chargebacks or highly suspect activity. Merchant acknowledges that SPS and Bank are required to report the business name of the Merchant and the names and identification of its principals to MATCH when Merchant is terminated for such reasons. Merchant consents to such reporting to the card associations and/or payment networks as applicable by Bank and SPS. Further, Merchant waives and will hold harmless Bank and SPS from any claims that Merchant may raise because of such reporting; (d) Upon termination for any reason, Merchant will immediately cease requesting Authorizations and will cease transmitting Sales Drafts to Bank and SPS. In the event Merchant obtains any Authorization after termination, Merchant expressly acknowledges and agrees that the fact that any Authorization was requested or obtained shall not operate to reinstate this Agreement; (e) Following termination, Merchant shall upon request provide Bank and SPS with all original and microfilm copies of Sales Drafts and Credit Vouchers to be retained as of the date of termination.

ARTICLE VI - ACCOUNTS; SECURITY INTERESTS; INDEMNIFICATION

6.01 Accounting Monitoring. (a) Merchant agrees that SPS and Bank may suspend, within their sole discretion, the disbursement of Merchant’s funds for any reasonable period of time required to investigate suspicious or unusual deposit activity. SPS and Bank will make good faith efforts to notify Merchant promptly. SPS and Bank shall have no liability for any losses, either direct or indirect, which Merchant may attribute to any suspension of funds

disbursement; (b) In the event of unusual Transactions that have been "suspended" and cannot be verified as valid sales or have been verified as Cardholder disputes, Merchant agrees that a security processing fee not to exceed 110% of the unusual Transaction(s) may be assessed; (c) Merchant's presentation to SPS and Bank of Excessive Activity will be a breach of this Agreement and cause for immediate termination of this Agreement. "Excessive Activity" refers to any period of two or more calendar months during which Merchant has a Chargeback ratio that exceeds 1% by number of Transactions or a Chargeback ratio that exceeds 1% by dollar volume. Merchant authorizes, upon the occurrence of Excessive Activity, Bank and SPS to take additional actions as either of them may deem necessary, including, but not limited to, suspension of processing privileges, increase of any fees that may be charged to Merchant and/or creation or maintenance of a Reserve Account in accordance with this Agreement.

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

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

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

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

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

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

6.08 Modifications to Agreement. This Agreement is subject to amendment to conform to the Rules. Further, SPS and Bank may, from time to time, amend any provision of this Agreement, including, without limitation, those relating to the discount rate or to other fees and charges payable by Merchant by providing written notice, including electronic written notice, to Merchant of the amendment, and the amendment shall become effective unless Bank and SPS receive Merchant's notice of termination of this Agreement within 7 days. Amendments due to changes in either card association's or payment network's fees, interchange, assessments, Rules or any law or judicial decision may become effective on such shorter period of time as SPS and Bank may specify if necessary to comply with the applicable Rule, law or decision.

6.09 Limitation of Liability: Indemnity. (A) THE LIABILITY, IF ANY, OF BANK AND SPS UNDER THIS AGREEMENT WHETHER TO MERCHANT OR TO ANY OTHER PARTY, WHATEVER THE BASIS OF THE LIABILITY, SHALL NOT EXCEED IN THE AGGREGATE THE DIFFERENCE BETWEEN (I) THE AMOUNT OF FEES PAID BY MERCHANT TO SPS AND BANK DURING THE MONTH IN WHICH THE TRANSACTION OUT OF WHICH THE LIABILITY AROSE OCCURRED, AND (II) ASSESSMENTS, CHARGEBACKS, AND ANY OFFSETS AUTHORIZED UNDER THIS AGREEMENT AGAINST SUCH FEES WHICH AROSE DURING SUCH MONTH. IN THE EVENT MORE THAN ONE MONTH IS INVOLVED, THE AGGREGATE AMOUNT OF SPS AND BANK'S LIABILITY SHALL NOT EXCEED THE LOWEST AMOUNT DETERMINED IN ACCORD WITH THE FOREGOING CALCULATION FOR ANY ONE MONTH INVOLVED. IN NO EVENT WILL BANK, SPS, NOR ITS OR THEIR OFFICERS, AGENTS, DIRECTORS, OR EMPLOYEES BE LIABLE FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES; (B) MERCHANT HEREBY AGREES TO INDEMNIFY AND HOLD BANK, SPS AND ITS AND/OR THEIR

OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (THE "INDEMNIFIED PARTIES") HARMLESS FROM ANY CLAIM RELATING TO: (I) ANY DISPUTE BETWEEN MERCHANT AND A DEBIT CARDHOLDER WITH RESPECT TO THE ALLEGED OR ACTUAL FAILURE BY MERCHANT TO PROCESS A TRANSACTION AS REQUESTED BY SUCH DEBIT CARDHOLDER OR TO PROVIDE PHYSICAL SECURITY AT OR NEAR ANY TERMINALS OR OTHER PREMISES OF MERCHANT, OR THE TRANSMISSION OR DISCLOSURE OF ANY INFORMATION BY OR THROUGH SPS, (II) THE TRANSMISSION OF ANY INCORRECT OR INCOMPLETE INFORMATION TO A CUSTOMER OF ANY NETWORK MEMBER THROUGH THE NETWORK REGARDING AN ACCOUNT MAINTAINED BY SUCH CUSTOMER, OR THE DISCLOSURE THROUGH SUCH NETWORK TO ANY PARTY OF INFORMATION RELATING TO ANY SUCH ACCOUNT; AND (III) MERCHANT'S FAILURE TO COMPLY WITH ANY OF THE PROVISIONS OF THIS AGREEMENT AND APPLICABLE LAWS, RULES AND/OR REGULATIONS, INCLUDING WITHOUT LIMITATION DISPUTES RESULTING FROM MERCHANT'S FAILURE TO PROVIDE A SALES TRANSMITTAL. MERCHANT FURTHER AGREES TO INDEMNIFY AND HOLD THE INDEMNIFIED PARTIES HARMLESS FROM ALL CLAIMS, LIABILITY AND EXPENSES ARISING OR RESULTING FROM ANY DISPUTE OR CLAIM MADE AGAINST BANK AND/OR SPS BY ANY THIRD PARTY ARISING OUT OF MERCHANT'S BREACH OF THIS AGREEMENT OR THE RULES. FURTHER, MERCHANT SHALL REIMBURSE BANK OR SPS, AS THE CASE MAY BE, FOR ALL EXPENSES AND COSTS, INCLUDING ATTORNEY'S FEES, WITH REGARD TO THE FORGOING; (C) NEITHER BANK NOR SPS MAKE ANY OTHER WARRANTY, EXPRESS OR IMPLIED, REGARDING ANY SERVICES IT PERFORMS IN ACCORDANCE WITH THIS AGREEMENT, AND NOTHING CONTAINED IN THE AGREEMENT WILL CONSTITUTE SUCH A WARRANTY. SPS AND BANK DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

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

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

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

ARTICLE VII- MISCELLANEOUS

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

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

<p>If to SPS: Sage Payment Solutions 1750 Old Meadow Road, Suite #300 McLean, Virginia 22102 Attn: Chief Financial Officer</p>	<p>If to Bank: BMO Harris N.A. 111 W. Monroe Chicago, IL 60603 Attn. Customer Service</p>
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If to Merchant, at the address provided as the billing address and to the contact listed on the Application or e-mail.

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

7.04 Entire Agreement: Assignability. This Agreement, including the Application, these Terms and Conditions of Merchant Application and any supplementary documents indicated herein, expresses the entire understanding of the parties with respect to its subject matter and except as provided herein, may be modified only in writing executed by all parties. This Agreement may be assigned by SPS and Bank, but may not be assigned by Merchant,

directly or by operation of law, without the prior written consent of Bank and SPS. In the event, for whatever reason, Application does not meet standard underwriting criteria, and satisfies only sub-standard underwriting criteria, Merchant acknowledges the completed Application may be forwarded to an alternative Member processor for review and approval. If Merchant nevertheless assigns this Agreement without such consent, the Agreement will be binding on the assignee. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors and permitted assigns. .

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

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

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

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

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

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

MOTO INTERNET MERCHANT QUESTIONNAIRE

OFFICE INFORMATION

OFFICE ID _____ REP NAME / ID _____ APP ID _____ TICKET # _____

MERCHANT INFORMATION

DBA NAME _____ PHONE _____

CONTACT NAME _____

QUESTIONS

- 1) **TYPE OF MERCHANT**
 INTERNET / ONLINE SALES *(where ANY payments are accepted via the website referenced in question 13)*
 MAIL ORDER / TELEPHONE ORDER *(ALL OTHER keyed transactions not accepted via the website referenced in question 13)*
- 2) **WHAT PRODUCT (S) OR SERVICE(S) DOES YOUR ORGANIZATION PROVIDE THE CARDHOLDER?** *(please be specific)*
- 3) **DOES YOUR ORGANIZATION HAVE A STORE FRONT?**
 YES NO
- 4) **IF YES, WHAT IS THE PHYSICAL ADDRESS AT THE BUSINESS LOCATION?**
- 5) **ARE ORDERS RECEIVED AND PROCESSED AT THE BUSINESS LOCATION?**
 YES NO
- 6) **WHERE IS INVENTORY HOUSED?**
- 7) **ARE ANY OF THE FOLLOWING ASPECTS OF YOUR BUSINESS OUTSOURCED TO OTHER COMPANIES?** *(please check all that apply)*
 CUSTOMER SERVICE PRODUCT SHIPMENT HANDLING OF RETURNS CARDHOLDER BILLING
- 8) **HOW ARE PRODUCTS / SERVICES MARKETED?**
- 9) **DESCRIBE YOUR REFUND / CANCELLATION POLICY?** *(include restocking charges, if applicable)*
- 10) **BY WHAT METHODS TO SALES TAKE PLACE?** *(i.e., internet, trade shows, etc.)*
- 11) **PLEASE EXPLAIN YOUR BILLING / DELIVERY POLICY:**
 Full Payment up front with ____ days until product / service delivery.
 Partial Payment required up front with ____ % and with ### days until final product / service delivery.
 Payment received after product / service is provided.
- 12) **IF PRODUCT / SERVICE DELIVERY REQUIRES RECURRING BILLING, PLEASE EXPLAIN AVAILABLE BILLING OPTIONS:**
 MONTHLY QUARTERLY SEMI-ANNUALLY ANNUALLY
- 13) **WHAT IS THE CUSTOMER SERVICE TELEPHONE NUMBER?** *(toll-free preferred)*
- 14) **MERCHANT WEB SITE URL LISTING:**

SIGNATURE AND ACCEPTANCE

MERCHANT SIGNATURE ATTESTS TO THE ACCURACY PROVIDED AND AGREES THAT ANY CHANGE IN THE BUSINESS DESCRIBED IN THIS ADDENDUM WILL NOT BE IMPLEMENTED WITHOUT AUTHORIZATION FROM SAGE PAYMENT SOLUTIONS

<p>X _____ SIGNATURE (MUST BE SIGNATORY ON FILE)</p> <p>X _____ SIGNER'S TITLE (PLEASE PRINT)</p>	<p>X _____ SIGNER'S NAME (PLEASE PRINT)</p> <p>X _____ DATED</p>
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SCHOOL RESOURCE OFFICER CONTRACT

City of Yukon and Yukon Public Schools

This contract is made by and between the City of Yukon Police Department; herein "City", and the Yukon Public School District; herein "District" for the purpose of establishing the terms under which the City shall provide the District with School Resource Officers and the compensation.

Witnesseth

For and in consideration of the mutual undertakings herein set forth, the City and District agree as follows:

A. Assignment and Selection of School Resource Officers

1. City agrees to provide one police officer to serve as a School Resource Officer (SRO) at each of the following District secondary school locations:
 - a. Yukon High School 9 – 12 Campus
 - b. Yukon Middle School 6 - 8 Campus
2. The School Resource Officers shall be initially screened by the Yukon Police Department. A list of approved candidates will be forwarded to the Principals of the aforementioned schools; each principal shall make a selection from the list of approved candidates to serve as SROs. If a Principal is not satisfied with the performance of the School Resource Officer assigned to his or her school, he or she may request the Chief of Police or his Designee to replace the officer and the Chief or his Designee shall make every attempt to do so.
3. The City shall assign the School Resource Officers to the schools as their primary duty assignment and will not regularly be assigned additional police duties. However; the City reserves the right to reassign these officers in the event of an emergency or for training.

B. Job Responsibilities of the School Resource Officer

1. The primary function of the School Resource Officers shall be to insure the safety of the students and faculty and provide campus security. Specifically, the School Resource Officer shall assist in limiting access to the school grounds to authorized persons, provide police protection of school property, personnel and students, investigate criminal acts on school grounds and serve as liaison between the school, the police department, juvenile officials, probation officials, courts and other agencies of the juvenile justice system.

2. The Principal shall retain his or her authority regarding all school issues. The School Resource Officer shall determine all law enforcement issues. The School Resource Officer shall communicate with the Principal regarding all law enforcement incidents on the campus or at school related activities and the Principal shall be involved in the decision making process involving custodial arrests. The School Resource Officers are solely responsible to the Chief of Police but shall work directly and in cooperation with the Principal of the school to which they are assigned.
3. The School Resource Officer shall attend professional development training as required by the City, District and School Resource Officers' training.
4. The School Resource officers shall be available as a resource to provide information on topics on which the officers have special competence due to their law enforcement training. The School Resource Officers shall also attempt to identify and counter deviant behavior and any other behavior that would be disruptive or unsafe to the students, faculty or district property.
5. The School Resource Officers shall make themselves visible in a public relations role in order to provide a highly visible crime deterrent on school property in order to effectively promote security and order in the schools.
6. The School Resource Officers shall also attempt to provide guidance and direction for students, parents and staff when appropriate; to work with the school administrators to resolve school-police problems; and to work with parents of troubled youth.
7. The Principal of the school to which an officer is assigned and the Chief of Police may agree to establish and modify, as needed, rules and regulations concerning the School Resource Officers' duties and schedule so long as they both agree on such changes.

C. Hours of Work

1. Unless otherwise directed by the Principal, City shall assign officers to work during the instructional days of the school year, Monday through Friday, eight hours a day, with Saturday and Sunday off. Subject to the approval of the Chief of Police, each Principal shall be responsible for determining a consistent eight-hour schedule per day for the School Resource Officer assigned to that Principal's campus.

2. Andy hours scheduled by the Principal outside of the standard eight-hour day for the School Resource Officer shall be paid to the office by the District at the current security rate of pay for school activities.
3. The School Resource Officer will not work on District professional development days, during summer school, or during student holidays unless requested by the District. The School Resource Officers will not routinely work during the summer vacation. If the School Resource Officers are utilized during summer school or summer break, the District will provide request for the officer ten (10) days in advance and shall pay the City for the time worked.

D. Consideration

1. The District agrees to pay the City for the use of the two (2) School Resource Officers a total sum of \$100,000.00 (one hundred thousand dollars) for the period of ten (10) months, August to May, of the contract term. The District will pay the City \$10,000.00 (ten thousand dollars) a month after each completed month of service. The City will pay any remaining balance of the Officer' yearly salary and benefits.
2. The City will provide law enforcement training and certifications, vehicle and police equipment; including communications equipment needed to allow the officer to contact headquarters and other officers. The District may provide any radio equipment needed to allow the officers to communicate with school staff, if desired by the District.

E. Term

1. This Contract shall be effective July 1st of 2011 to June 30th of 2012. Either City or District may cancel this contract by giving the other party thirty (30) days written notice of cancellation. If this contract is terminated prior to the end of the contract year, District shall be entitled to a pro-rata reimbursement of unused funds paid by the District.

F. Indemnification

1. The City waives, released, indemnifies and holds harmless, to the extent authorized by law, the District from any and all claims, damages, injuries, cause of action, or lawsuits arising out of the acts, or failures to act, of the School Resource Officers, whether such acts or failures to act occurred on or off District property.

G. Miscellaneous

1. This Contract supersedes all prior agreements and representations concerning the School Resource Officers and constitutes the complete agreement between the parties.
2. City and District agree that no promise or agreement which is not herein expressed has been made to either party and that neither party is relying upon statement or representation other than the terms stated in this Contract.
3. No amendments to this Contract shall be binding unless reduced to writing and signed by both parties.
4. The City will maintain all official records of incidents and reports that are generated as a result of police action or request for police services from any person upon the property of the District.
5. Records of the performance and service provided by the City will be maintained by the City and stored at the police department. Individual officer evaluations will be maintained in accordance with City policy and procedure.
6. Office space and furniture as well as computer equipment and electronic devices may be provided by the District to allow the officers and Administrators of the District to communicate better. Police equipment shall only be used by the School Resource Officers.

AGREED TO:

City of Yukon

John Alberts, Mayor

ATTEST:

Douglas A. Shivers, City Clerk

AGREED TO:

Yukon Public Schools

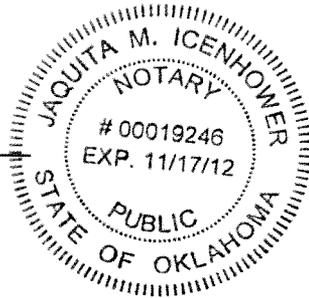
Harold English

YPS Board of Education

ATTEST:

Jaquita Icenhower

Jaquita Icenhower, Administrative Assistant
Yukon Public Schools



AGREED TO:

City of Yukon, Yukon Police Department

John D. Corn, Acting Chief of Police
City of Yukon, Yukon Police Department

ATTEST:

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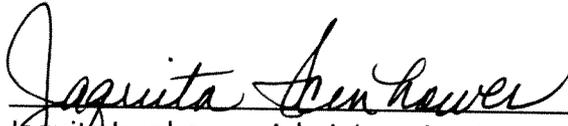
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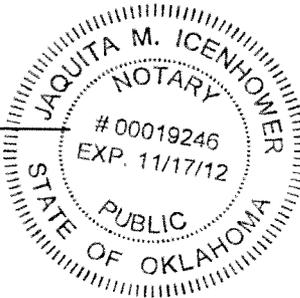


Bill Denton, Superintendent, Yukon Public Schools

ATTEST:



Jaquita Icenhower, Administrative Assistant
Yukon Public Schools



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2. City and District agree that no promise or agreement which is not herein expressed has been made to either party and that neither party is relying upon statement or representation other than the terms stated in this Contract.
3. No amendments to this Contract shall be binding unless reduced to writing and signed by both parties.
4. The City will maintain all official records of incidents and reports that are generated as a result of police action or request for police services from any person upon the property of the District.
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AGREED TO:

City of Yukon

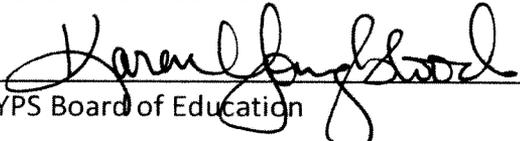
John Alberts, Mayor

ATTEST:

Douglas A. Shivers, City Clerk

AGREED TO:

Yukon Public Schools



YPS Board of Education

ATTEST:



Jaquita Icenhower, Administrative Assistant
Yukon Public Schools



AGREED TO:

City of Yukon, Yukon Police Department

John D. Corn, Acting Chief of Police
City of Yukon, Yukon Police Department

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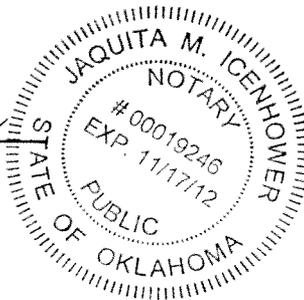


Bill Denton, Superintendent, Yukon Public Schools

ATTEST:



Jaquita Icenhower, Administrative Assistant
Yukon Public Schools



INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2011 by and between the City of Yukon, Oklahoma, hereinafter, referred to as “Yukon”, and the City of El Reno, hereinafter referred to as “El Reno” the respective governing body of each such entity by appropriate action witnesseth:

WHEREAS, Yukon does have an adequate jail facility referred to as “jail facility”, to be used as a jail for the safe and secure detention and care of prisoners taken into custody by law enforcement officers empowered to make lawful arrest for El Reno; and

WHEREAS, El Reno has a limited municipal jail facility; and

WHEREAS, the parties hereto desire the jail facility to be made available for the use of El Reno, pursuant to the terms set forth herein below, for safe and secure detention and care of persons placed under arrest and taken into custody by El Reno law enforcement officers, empowered to make lawful arrests, and also held pursuant to lawful order(s) from the Municipal Court of the City of El Reno.

NOW, THEREFORE, for good and valuable consideration herein contained, IT IS AGREED AS FOLLOWS:

I. TERMS OF AGREEMENT

The terms of this agreement shall be from July 1, 2011 to June 30, 2012, and renewable thereafter on a year-to-year basis at the option of the parties. Either party may terminate this agreement upon thirty (30) days written notice to the other party. And, yearly during the month of June, the Chief of Police for the City of Yukon and the Chief of Police for the City of El Reno will meet to review the contract and the services and make those recommendations to their respective governing bodies concerning any revisions deemed necessary.

II. STATEMENT OF SERVICES

Yukon agrees to accept El Reno prisoners, defined as any person placed under lawful arrest by any El Reno law enforcement officer and taken into custody, in such numbers as can be accommodated at the said facility. This section is limited by the exceptions as noted within this agreement in Section V.

III. YUKON RESPONSIBLE FOR SAFE AND SECURE CUSTODY

Yukon agrees to be responsible for the safe and secure custody of said prisoners transported to the jail facility by El Reno law enforcement officers, and agrees to insure that standard security procedures are followed in order to prevent escape. El Reno agrees to follow all prescribed security procedures of the jail facility regarding the searching of incoming prisoners, and remaining with said prisoner until the arresting officer is duly released by the jail staff or supervisor on duty.

IV. EL RENO RESPONSIBLE FOR RECORDS

El Reno agrees to submit in writing any charge(s) at the time of incarceration. Any sentences imposed by the Municipal Court shall be submitted to the jail staff in writing, signed by the Municipal Judge, together with appropriate release also signed by the Judge. The El Reno bond schedule shall be provided to the jail staff, however, bond money or releases shall be handled by the proper El Reno official, or in accordance with attachment "A" if after hours or on weekends.

V. BASIC MEDICAL CARE

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The cost of hospitalization, prescription medication, surgical, and dental care shall be borne by the City of El Reno. Failure on part of El Reno to provide any required medical treatment prior to incarceration shall provide sufficient basis for Yukon to refuse said prisoner admittance to said jail facility under the terms of this agreement.

The jailer on duty shall have the discretion to refuse a prisoner from El Reno should the jailer feel the prisoner is in need of medical examination or treatment prior to incarceration. El Reno shall provide to Yukon a release from a licensed physician or physician's assistant stating said prisoner is capable of being incarcerated without further detrimental medical complications. The failure on the part of El Reno to provide the required written medical release shall provide a sufficient basis for Yukon to refuse the prisoner admittance into said jail facility under the terms of this agreement.

Any El Reno prisoner on an emergency basis may be taken to the hospital for treatment or examination at the discretion of the jail staff or supervisor on duty, and any cost incurred from said treatment or examination shall be billed to and paid by the City of El Reno. El Reno shall provide transportation and security for any El Reno prisoner needing treatment, examination, or hospitalization.

VI. COST PER DAY

The cost per day for each El Reno prisoner detained and cared for in the Yukon jail facility to be paid by El Reno to Yukon shall be Forty Dollars and No Cents (\$40.00) per day for each prisoner for the term hereof. A day for the purpose of this agreement is a calendar day, or any part thereof, and not a twenty-four (24) hour period of time. Said rate is subject to renegotiation and adjustment in the event this agreement is renewed or extended at the expiration hereof.

The fee for housing each prisoner shall be paid for each and every day or part thereof an El Reno prisoner is incarcerated in the jail facility on a City charge(s), or if for State charge(s) the prisoner will be considered an El Reno prisoner until the prisoner is booked into the County jail.

El Reno shall provide necessary equipment and supplies for booking and discharge of El Reno prisoners.

VII. BILLING PERIOD

Yukon shall bill El Reno for prisoner services on a monthly basis. The monthly billing shall list the prisoner's name, date of birth, the date the prisoner was incarcerated, the offense(s) with which the prisoner was charged, the date the prisoner was released from the Yukon jail facility, and the total cost of the prisoner's incarceration. El Reno agrees to promptly remit payment for the statement sent by Yukon for performance of services called for under this agreement.

VIII. RECORDS AND PERSONNEL

The Yukon Police Department will maintain control over all personnel provided to the jail facility by the City of Yukon. All records initiated or generated by the Yukon Police Department will be maintained by the Yukon Police Department.

IX. HOLD HARMLESS CLAUSE

El Reno hereby agrees to indemnify and hold Yukon harmless for any claim, action or cause of action including the cost of litigation and attorney fees arising from the arrest or wrongful incarceration of persons under this agreement.

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IT IS FURTHER AGREED that El Reno shall reimburse Yukon any expenses resulting from the repair of any damages caused by El Reno's prisoners to the jail facility.

APPROVED this _____ day of _____, 2011, by the City of Yukon.

THE CITY OF YUKON

John Alberts, Mayor

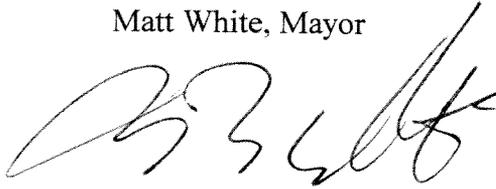
ATTEST:

CITY CLERK

APPROVED this 7 day of June, 2011, by the City of El Reno

THE CITY OF EL RENO

Matt White, Mayor

A handwritten signature in black ink, appearing to read "Matt White", written in a cursive style.

ATTEST:

A handwritten signature in black ink, appearing to read "Lindsey Jins", written in a cursive style.

CITY CLERK

INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT

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APPROVED this _____ day of _____, 2011, by the City of Yukon.

THE CITY OF YUKON

John Alberts, Mayor

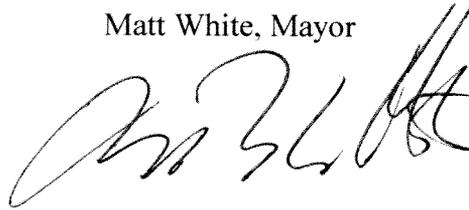
ATTEST:

CITY CLERK

APPROVED this 7 day of June, 2011, by the City of El Reno

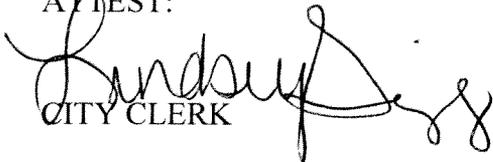
THE CITY OF EL RENO

Matt White, Mayor

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ATTEST:

CITY CLERK

A handwritten signature in black ink, appearing to read "Randy Dreyer", written in a cursive style.

INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2011 by and between the City of Yukon, Oklahoma, hereinafter, referred to as "Yukon", and the City of Bethany, hereinafter referred to as "Bethany" the respective governing body of each such entity by appropriate action witnesseth:

WHEREAS, Yukon does have an adequate jail facility referred to as "jail facility", to be used as a jail for the safe and secure detention and care of prisoners taken into custody by law enforcement officers empowered to make lawful arrest for Bethany; and

WHEREAS, Bethany has a limited municipal jail facility; and

WHEREAS, the parties hereto desire the jail facility to be made available for the use of Bethany, pursuant to the terms set forth herein below, for safe and secure detention and care of persons placed under arrest and taken into custody by Bethany law enforcement officers, empowered to make lawful arrests, and also held pursuant to lawful order(s) from the Municipal Court of the City of Bethany.

NOW, THEREFORE, for good and valuable consideration herein contained, IT IS AGREED AS FOLLOWS:

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APPROVED this _____ day of _____, 2011, by the City of Yukon.

THE CITY OF YUKON

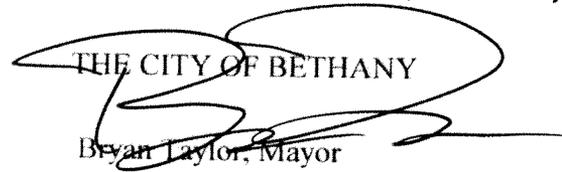
John Alberts, Mayor

ATTEST:

CITY CLERK

APPROVED this 7th day of June, 2011, by the City of Bethany



THE CITY OF BETHANY

Bryan Taylor, Mayor

ATTEST:


CITY CLERK

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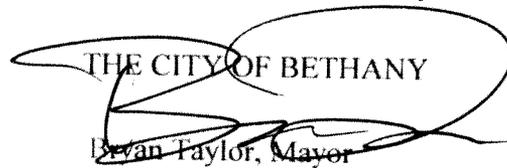
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