



June 7, 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 7, 2011 - 6:30 p.m.

1. Information on proposed changes to the City of Yukon nuisance process –
Mitch Hort
2. Information to proposed changes to Planned Unit Development requirements –
Mitch Hort

City Council - Municipal Authority Agendas

June 7, 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 6, 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

PUBLIC HEARING

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

...
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 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

ACTION

- 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.**

ACTION _____

- 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**

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 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

ACTION _____

2. Reports of Boards, Commissions and City Officials

- 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.**

ACTION _____

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)

ACTION_____

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

ACTION_____

6. New Business
7. Council Discussion
8. Adjournment

**Yukon Municipal Authority Minutes
May 17, 2011**

ROLL CALL: (Present) John Alberts, Chairman
 Bob Bradway, Trustee
 Dewayne Maxey, Trustee
 Ken Smith, Trustee

(Absent) Nick Grba, Vice-Chairman

(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 3, 2011
- B) Payment of material claims in the amount of \$87,511.92

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 \$87,511.92, was made by Trustee Maxey and seconded by Trustee Smith.

The vote:

AYES: Bradway, Smith, Alberts, Maxey

NAYS: None

VOTE: 4-0

MOTION CARRIED

(Adjourn as YMA and Reconvene as Yukon City Council)

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

PAYMENT REQUISITION
 YUKON MUNICIPAL AUTHORITY
 CONSTRUCTION FUND
 Project Account

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

FROM: Yukon Municipal Authority

DATE:

Pursuant to the provisions of the General Bond Indenture dated June 1, 1996, and Supplemented by the Supplemental Bond Indenture dated January 1, 2011 by and between Yukon Municipal Authority and Bank of Oklahoma, N.A., Oklahoma, as Trustee, you are directed to pay Creditor from the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

DOWNEY CONTRACTING LLC CREDITOR 3217 NE 63RD ST Oklahoma City, OK 73121	81-9130-16-2 TRUST NO.
---	---------------------------

ITEM	PURPOSE	ITEM NO. AMOUNT
6/7/11	Yukon Fire Station	\$ 190,475.00
DATE	PURPOSE	AMOUNT

AUTHORIZATION AND CERTIFICATE OF GENERAL MANAGER

With reference to the above requisition, the undersigned certifies:

The above requisition is approved.

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

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

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



CB

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

April 5, 2011

Re: New Yukon Fire Station, 2011

Dear Mr. Malmfeldt,

Attached, please find one copy of the Contractors Application and Certificate for Payment No. 3, in the amount of \$190,475.00. 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)	\$ 467,565.30
Balance Remaining	\$3,357,934.70

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

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

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

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

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

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

Application No.: **Three (3)**

Period From: **03/30/11**
 Period To: **04/29/11**

Project No.: **3210**

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

[Signature]

Application is made for Payment, as shown below, in connection with the Contract
 Commission 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	\$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

Contractor: **Downey Contracting, LLC**

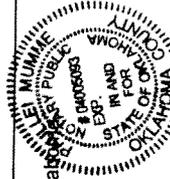
By: *[Signature]*
 Day Zumbalaga, Project Manager

Date: **04/29/11**

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

- 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) \$ **492,174.00**
- 5. RETAINAGE: \$ **24,608.70**
 (Total in Column K of G703)
- 6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$ **467,565.30**
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ **277,090.30**
- 8. CURRENT PAYMENT DUE \$ **190,475.00**



State of Oklahoma County of _____
 Subscribed and sworn to before me this 29th day of April, 2011
 Notary Public: *[Signature]*
 My Commission expires: **6/7/2012** Commission #: **4005093**

AMOUNT CERTIFIED \$ **190,475.00**

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

ARCHITECT: **TRIAD DESIGN**

By: *[Signature]* Date: **5.9.2011**

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
 Three (3)
 APPLICATION DATE
 04/29/11
 PERIOD FROM:
 03/30/11
 PERIOD TO:
 04/29/11

A ITEM No.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D COMPLETED WORK		E STORED MATERIALS		F STORED MATERIALS		G Stored Materials This Period	H TOTAL COMPLETED TO DATE & STORED MATLS	I % (H/C)	J Balance To Finish	K Retainage
			Previous Applications	Work in This Period	Work in This Period	Stored Material Prior Applications							
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	46,500.00	30,000.00	0.00	0.00	0.00	0.00	76,500.00	21%	283,500.00	3,825.00	
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	4,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	4,000.00	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	0.00	500.00	0.00	0.00	0.00	0.00	500.00	28%	1,300.00	25.00	
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	343,877.00	79,000.00	105,000.00	0.00	0.00	0.00	0.00	184,000.00	54%	159,877.00	9,200.00	
19	Masonry	322,200.00	0.00	35,000.00	0.00	0.00	0.00	0.00	42,874.00	13%	279,326.00	2,143.70	
20	Structural Steel	363,000.00	6,800.00	0.00	0.00	0.00	0.00	0.00	6,800.00	2%	356,200.00	340.00	
21	Stainless Steel Counters	14,580.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	14,580.00	0.00	
22	Steel Erection	107,420.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	107,420.00	0.00	
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	41,500.00	15,000.00	0.00	0.00	0.00	0.00	56,500.00	10%	508,267.00	2,825.00	
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	20,500.00	15,000.00	0.00	0.00	0.00	0.00	35,500.00	8%	402,937.00	1,775.00	
GRAND TOTAL		3,825,500.00	283,800.00	200,500.00	7,874.00	0.00	0.00	0.00	492,174.00	13%	3,333,326.00	24,608.70	

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

PAYMENT REQUISITION
 YUKON MUNICIPAL AUTHORITY
 CONSTRUCTION FUND
 Project Account

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

FROM: Yukon Municipal Authority

DATE:

Pursuant to the provisions of the General Bond Indenture dated June 1, 1996, and Supplemented by the Supplemental Bond Indenture dated January 1, 2011 by and between Yukon Municipal Authority and Bank of Oklahoma, N.A., Oklahoma, as Trustee, you are directed to pay Creditor from the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

<i>Brewer Construction Company</i>	<i>81-9130-16-2</i>
CREDITOR <i>8301 SW 8th St.</i> <i>Oklahoma City OK 73128</i>	TRUST NO.

ITEM		ITEM NO.
<i>6/7/11</i>	<i>Concrete and Drainage Yukon Fire Station</i>	<i>\$ 65,437.34</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



May 17, 2011

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

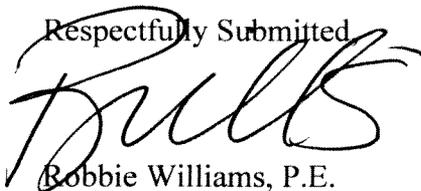
**Re: 2008 Yukon Concrete, Asphalt Paving W/Drainage, Water & Sewer Contract
Yukon Fire Station**

Dear Mr. Malmfeldt,

Please find attached Brewer Construction Company Yukon Claim # 2011-18 in an amount of \$65,439.84 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.

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

May 16th, 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- 18

Yukon Fire Station
 ESTIMATE # 3 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	112.24 cy	\$ 448.20	\$ 50,305.97
Reinforcing steel	13246 lbs	\$ 1.32	\$ 17,484.72
18" RCP O-ring	0 lf	\$ 53.81	\$ -
24" rcp o-ring	0 lf	\$ 62.06	\$ -
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'	102 lf	\$ 12.62	\$ 1,287.24
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	0 ea	\$ 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	0 ea	\$	1,822.80	\$	-
Grated street inlet	0 ea	\$	15,940.80	\$	-
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	376.53 ton	\$	28.80	\$	10,844.06
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& gutter6" barrier	0 lf	\$	20.40	\$	-
			Total Work Complete	\$	131,008.15
			Material On Hand	\$	19,540.84
			Less 5 %	\$	(7,527.44)
			Less Previously Paid	\$	(77,581.51)
			Total Due Est. # 3	\$	65,439.84

Hydro Conduit (See Attached)

Thank You
Brewer Construction Co.



Kevin Brewer

COMMISSIONERS OF THE LAND OFFICE
STATE OF OKLAHOMA

OKLAHOMA SCHOOL LAND TRUSTS
SHORT TERM SURFACE COMMERCIAL LEASE CONTRACT

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COMMISSIONERS OF THE LAND OFFICE
STATE OF OKLAHOMA

OKLAHOMA SCHOOL LAND TRUSTS
SHORT TERM COMMERCIAL LEASE CONTRACT

This lease contract by the Commissioners of the Land Office (CLO) as administrators of the Oklahoma School Land Trusts (Trusts) is binding when signed and approved by all parties.

I

TERMS

CLO and Lessee(s) agree the following terms, reservations, conditions and remedies govern the rights and obligations of the contracting parties.

1.1 LESSEE, LAND, TERM, USE, RENTAL.

CLO agrees to lease and Lessee accepts the following described Trust property for the commercial uses and the rental Terms as follows:

LEASE NO: 105716 CONTRACT NO: 11281 COUNTY: Oklahoma

RENT:
2011 - \$0.42/1000 gallons
2012 - \$0.44/1000 gallons
2013 - \$0.46/1000 gallons

BILLING CYCLE: Quarterly

CONTRACT RENT: VARIABLE BASED ON WATER PRODUCED

TERM(YRS): 3 yrs BEG DATE: 1/1/2011 EXP DATE: 12/31/2013
DEPOSIT: NA

LEGAL DESCRIPTION: WATER RIGHTS TO E/2 OF SEC 16-11N-4WIM, REPRESENTING 320 ACRES - PERMIT # 77-0857B

LOCATION:

**LESSEE NAME AND ADDRESS: City of Yukon
PO Box 850500
Yukon, OK 73085**

POINT OF CONTACT (if applicable):

TEL: 405-354-1895

EMAIL:

TAX ID OR DRIVER'S LICENSE:

INTENDED USE: Production of municipal water from 3 wells.

IMPROVEMENTS OWNED BY LESSEE: Pumps, power lines, pipe lines, protective structures, fences, and other miscellaneous equipment necessary for the operation of the lease.

1.2 RENTAL DUE DATE.

Rent is due by the 15th of the month following the end of each quarter. With each payment, Lessee will provide a report of water usage and show calculations for payment.

1.3 SCOPE OF USE.

Lessee may develop, install and maintain up to **three** wells along with well houses, pipelines, pumps and equipment, gates and fences, and access roads necessary and reasonable for production of municipal water from this lease. Access roads and gates will be placed in a way that minimizes interference with agricultural or commercial operations of the parent lease.

1.4 RIGHT TO RENEW.

At the end of the initial Lease Term and for every three (3) years thereafter, Lessee shall have the opportunity to apply to renew the Lease for the then market value rental rate for comparable use of property rights. Lessee shall provide notice of its desire to renew three months (90 days) prior to each lease termination date. Upon Commission approval of the renewal, which shall not be unreasonably withheld, Lessor shall provide Lessee, within thirty (30) days of Lessee’s notice of desire to renew its opinion of the current fair market rental for comparable land. Lessee shall have ten (10) days to reject, accept or dispute such fair market determination.

1.5 NOTICES.

All notices shall be in writing and considered properly given if mailed by certified mail, postage prepaid, addressed as follows: LESSEE: (Address as shown above)

CLO:

MAIL LEASE PAYMENTS TO:
Commissioners of the Land Office
Lock Box Account
PO Box 248896
OKC, OK 73124-8896

MAIL ALL OTHER CORRESPONDENCE TO:
Commissioners of the Land Office
120 N. Robinson, Suite 1000 West
Oklahoma City, Oklahoma 73102

1.6 DELIVERY, CHANGE OF ADDRESS.

Notices and communications shall be considered effective on date delivered or refused. In the event of change of address written notice is required to be given to the other party.

II

RESERVATIONS

2.1 INTERPRETATION, VENUE, TRUST OBLIGATION.

This lease shall be interpreted in accordance with laws of the State of Oklahoma. Lessee agrees any dispute or litigation with CLO in relation to this lease contract shall be conducted in Oklahoma County, CLO's official residence. Terms and conditions of the lease contract shall be construed in favor of CLO as part consideration for this lease and in recognition of the obligation CLO has to protect Trust assets while maximizing economic return.

2.2 LEGAL SUBORDINATION.

This lease will be subordinate to and Lessee will comply with laws, Court Orders, policies, procedures and rules, existing and future, relative to the operation and management of the Oklahoma School Land Trusts.

2.3 SALE OF LAND/COMMERCIAL DEVELOPMENT.

CLO reserves and excepts the right to lease, exchange, sell or commercially develop all or part of the leased property. If all of the leased property is sold, exchanged or taken for commercial purposes, this lease shall terminate and Lessee shall deliver possession of property to CLO as notified. If part of the leased property is sold, exchanged or commercially developed, Lessee shall deliver possession of property to CLO as notified. CLO agrees to reduce annual rental proportionately in relation to original appraisal of surface retained by Lessee for remainder of lease term or, at the option of the Lessee, lease shall terminate. Adjustment in annual rental will be made only if amount exceeds twenty-five (\$25.00) dollars.

2.4 MINERALS, ACCESS EASEMENT.

CLO reserves and excepts to itself, its lessees, permittees and assigns an easement with right of ingress and egress for purpose of exploring, drilling, developing and operating on the property; including installation of pipelines, machinery, storage tanks and other equipment, necessary for production, storage, transportation and marketing of oil, gas, coal, copper or other minerals of any kind or nature and their components which may be produced from said property or from other property owned by CLO, or communitized with Trust land.

2.5 DAMAGES.

Lessee may recover damages, if any, from the minerals lessees, permittees and assigns for the remaining term of the lease contract as effected by paragraph 2.4. above. Lessor is entitled to all other damages and compensation. No reduction of annual rental will be made beyond original appraised value of surface permanently removed from use and no adjustment for less than twenty-five (\$25.00) dollars.

2.6 EASEMENTS.

CLO reserves and excepts to itself, its lessees, permittees, and assigns an access easement in other CLO trust property. CLO reserves the right to grant easements for access and other purposes across the leased property. Prior to granting an easement, CLO will notify lessee and consider any impact to lessee's operations in negotiating the terms of the easement.

2.7 WATER RIGHTS.

CLO reserves all water rights. However, the purpose of this lease is to allow lessee to produce potable water for sale and delivery to lessee's customers. Any other use is prohibited without written permission from the CLO.

CONDITIONS

3.1 PERMANENT CONTRACT OBLIGATIONS.

Lessee cannot be released from contract obligations except as provided by this contract or according to law. Debt cannot be reduced or canceled without full payment pursuant to Constitution and laws.

3.2 PAYMENT, BOND, NON-PAYMENT.

All unpaid rent shall bear interest at rate of sixteen percent (16%) per annum until paid. If annual rent is not paid within 90 days of the due date or an adequate bond provided, the CLO may seek all available legal remedies.

3.3 TAXES.

Lessee is required to pay ad valorem property taxes on any improvements and structures on Trust land.

3.4 DISCLOSURE OF INTEREST.

Lessee shall notify CLO in writing within 5 days when any public official or employee or any official or employee of the CLO has acquired any direct or indirect interest in this lease.

3.5 HOLD HARMLESS; INDEMNITY.

Subject to the Oklahoma Tort Claims Act, and without waiving any rights, Lessee agrees to indemnify CLO against all claims arising out of the use of the property. Lessee shall promptly notify CLO of any claim.

3.6 SUBLEASES AND ASSIGNMENTS.

This lease may not be subleased or assigned without prior written consent of CLO.

3.7 LEASE INSPECTION.

CLO may enter upon lease property at any time for inspection and exercise of rights reserved to CLO. If locks are placed on gates, keys will be furnished to CLO or its representative upon request, or CLO reserves the right to remove locks.

3.8 LEASE IMPROVEMENTS.

If deemed necessary by CLO, Lessee, at Lessee's expense, agrees to enclose the leased property with appropriate fencing. Lessee will pay all costs incurred in use of the property, including establishment of ingress and egress. Lessee understands and agrees CLO cannot pay Lessee for any lease improvements made by Lessee. Improvements of any nature shall not be placed on or removed from lease property without prior written consent of CLO. Lessee agrees to maintain with CLO a current and complete list of all Lessee installed improvements.

3.9 REMOVAL OF IMPROVEMENTS.

Lessee agrees to remove their improvements at Lessee's expense within sixty (60) days after contract terminates or improvements are deemed abandoned and become CLO's property. Additional time for removal of improvements may be granted by CLO upon prior written request. Improvements which are

abandoned and are determined to be beneficial become property of the Land Office without further notice. Improvements which are abandoned and are determined to be a detriment to the lease will be disposed of by the CLO without further notice and Lessee will be indebted for the cost incurred for disposal beyond the deposit in escrow.

3.10 MAINTAIN IMPROVEMENTS.

Lessee agrees to maintain and repair CLO's and Lessee's improvements at Lessee's sole expense. At termination of the lease, Lessee shall, at Lessee's sole expense, refill and render level the surface of the property as well as reestablish grasses in accordance with the directions of the supervising CLO field representative.

3.11 INJURY TO LAND.

With the exception of that provided for herein, Lessee will not, without written permission from CLO: irrigate; cut trees or timber; remove soil, stone or minerals; permit waste, trespass, trash disposal, littering, erosion or pollution. Lessee will promptly report damage to leased property or minerals to CLO.

3.12 NO POLLUTION.

Lessee shall carry on the development and/or operation of the lease in a workmanlike manner, and shall not commit or suffer to be committed, waste or pollution upon the lands in its occupancy or use. Lessee shall preserve the lands, and upon the termination of this lease, promptly surrender and return the property to the CLO. Lessee shall bury and maintain all pipelines below thirty-six (36) inches unless written permission to the contrary is obtained from the CLO pursuant to their rules and regulations. Lessee shall obtain the consent of the CLO on the location of any tank batteries and/or lease roads, which consent will not be unreasonably denied.

3.13 DEPOSIT.

As evidence of the Lessee's intentions to abide by the terms and provisions herein stated, the CLO may require that Lessee provide a cash escrow refundable at the conclusion of the Lease provided all terms and provisions have been fulfilled, in an amount as determined by the CLO.

IV

REMEDIES

4.1 MITIGATION, RELET.

CLO may relet the property to mitigate Lessee's damages (including rent) without prejudice to or waiver of its rights to hold Lessee liable for all costs, damages and entire contract rentals less amounts realized from mitigation.

4.2 REPRESENTATIVE MEETING.

Lessee agrees to meet CLO's representative on request.

4.3 BREACH OF CONTRACT.

Violation by Lessee of any provision of this lease constitutes material breach.

4.4 BIND, BENEFIT, COMPLETE AGREEMENT, CHANGES.

All terms and conditions of this lease shall be binding on CLO and Lessee, its heirs, devisees, administrators, executors, successors and assigns. This lease document contains the complete agreement between the parties; any changes to the lease must be in writing and agreed to and approved by the parties.

4.5 SEVERABILITY, SAVINGS.

If any provision of this Agreement is determined to be invalid or unenforceable to any extent, the remainder of the provisions will not be affected and will be valid and enforceable to carry out, to the fullest extent possible, the original intent of the parties as permitted by law.

V

NON-COLLUSION

5.1 NON-COLLUSION STATEMENT.

Lessee states as a material consideration of the contract (s)he has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in obtaining this Lease. Furthermore, (s)he did not conspire or collude with, give or receive anything of value to, or agree to give or receive anything of value to any bidder or potential bidder relative to obtaining this Lease.

IN WITNESS WHEREOF, Lessee and CLO have executed and approved this contract of 8 pages on dates indicated.

LESSEE:

Name Title Date

Name Title Date

LESSOR: COMMISSIONERS OF THE LAND OFFICE (CLO)

Harry W. Birdwell
Secretary

Date

RESOLUTION NO. YMA-2011-01

A RESOLUTION APPROVING THE YUKON MUNICIPAL AUTHORITY BUDGET FOR THE FISCAL YEAR 2011-2012 AND ESTABLISHING BUDGET AMENDMENT AUTHORITY.

WHEREAS, The City of Yukon has adopted the provisions of the Oklahoma Municipal Budget Act (the Act) in 11 O.S. Sections 17-201 through 17-216; and,

WHEREAS, The Chief Executive Officer of the city has prepared a budget for the fiscal year ending June 30, 2012 (FY 2011-2012) consistent with the Act; and,

WHEREAS, The Act in section 17-215 provides for the chief executive office of the City, or designee, as authorized by the governing body, to transfer any unexpended and unencumbered appropriation from one department to another within the same fund; and,

WHEREAS, The budget has been formally presented to the Yukon City Council at least 30 days prior to the start of the fiscal year in compliance with Section 17-203; and

WHEREAS, The City of Yukon has conducted a Public Hearing at least 15 days prior to the start of the fiscal year, and published notice of the Public Hearing in compliance with Section 17-208 of the Act; and

WHEREAS, for the sake of uniformity, consistency and ease of administration the Yukon Municipal Authority desires that its budget for the fiscal year ending June 30, 2012 be in a similar format

NOW THEREFORE, BE IT RESOLVED BY THE YUKON MUNICIPAL AUTHORITY OF YUKON, OKLAHOMA:

SECTION 1. The Yukon Municipal Authority does hereby adopt the FY 2011-2012 Budget on the _____ day of _____, 2011 with the total resources available in the amount of \$ 9,302,262 and total appropriations in the amount of \$ 9,302,262. Legal appropriations (spending/encumbering limits) are hereby established as follows:

Fund: Department	Personal Services	Material & Supplies	Services & Charges	Capital Outlay	Debt Service	Transfers	Total
Water/Sewer Enterprise							
Utility Billing	412,848	1,568	91,530	0	0	0	505,946
W/S Distribution	811,595	61,154	166,125	198,121	0	102,451	1,339,446
Treatment & Supply	0	0	2,170,968	600,000	138,000	2,435,103	5,344,071
Water/Sewer Total	1,224,443	62,722	2,428,623	798,121	138,000	2,537,554	7,189,463
Sanitation Enterprise							
Sanitation	883,951	404,781	104,436	103,000	0	612,331	2,108,499

Recycling	0	4,100	200	0	0	0	4,300
Sanitation Total	883,951	408,881	104,636	103,000	0	612,331	2,112,799
Total Budget	2,108,394	471,603	2,533,259	901,121	138,000	3,149,885	9,302,262

SECTION 2. The Yukon Municipal Authority does hereby authorize the Authority Treasurer, with the Manager’s approval, to transfer any unexpended and unencumbered appropriations, at any time throughout FY 2011-2012, from one line item to another, one object category to another within the same department, or from one department to another within a fund, without further approval by the Yukon Municipal Authority. All other budget amendments must be approved by the Yukon Municipal Authority.

SECTION 3. All supplemental appropriations or decrease in the total appropriations of a fund shall be adopted at a meeting of the Yukon Municipal Authority.

Adopted and approved by the Trustees of the Yukon Municipal Authority this _____ day of _____, 2011.

[Seal]
ATTEST:

CHAIRMAN

SECRETARY

STATE OF OKLAHOMA)
)SS.
COUNTY OF CANADIAN)

I, the undersigned, the duly qualified and acting Secretary of the Yukon Municipal Authority, hereby certify that the above and foregoing is a true, correct and complete copy of the Resolution duly adopted by the Trustees of said Authority and of the proceedings of the Authority in the adoption of said Resolution on the date therein set out as shown by the records of my office.

I further certify that in conformity with Title 25, Oklahoma Statutes 1991, Section 301-314, inclusive, as amended (the Oklahoma Open Meeting Act), and in conformity with Title 60 Oklahoma Statutes 1991, Section 176, et seq. (the Oklahoma Public Trust Act), notice of this meeting was given in conformity with the requirements of law.

WITNESS my hand and the seal of said Authority this _____ day of _____, 2011.

Secretary

(SEAL)

MEMORANDUM OF AGREEMENT

The City of Yukon, Oklahoma hereby retains Capitol Decisions, Inc. (hereafter "CDI") as consultants and advisors with regard to various federal agencies and legislative issues. CDI undertakes to monitor and evaluate these issues and to advise the City of Yukon on the components of an agency and legislative plan and the appropriate strategy necessary to achieve the goals of such a plan. CDI will perform such services with regard to those issues as are mutually agreed to between CDI and the City of Yukon.

It is understood that CDI may be required to register for work performed on behalf of the City of Yukon under the terms of the Lobbying Disclosure Act of 1995, as amended (2 USC §1601 et seq.) and any subsequent laws or regulations.

In consideration of the performance of these services, the City of Yukon shall pay to CDI the sum of \$7,500 per month, with such payments due monthly and in advance. The City of Yukon represents and warrants that these payments shall not be made with federally appropriated funds. Sums owed by the City of Yukon to CDI shall accrue interest at a rate of 1.5% per month if unpaid after ninety (90) days.

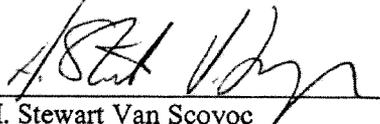
This Agreement shall not be assignable by either party.

This Agreement shall become effective May 1, 2011 and shall continue in effect until April 30, 2012 or until terminated by City of Yukon or CDI by written notice given to the other at least ninety (90) days prior to the proposed date of termination. Any fees earned or reimbursable expenses incurred prior to the receipt of said notice of termination shall be paid by the City of Yukon.

This Agreement shall be deemed to be a contract made under the laws of the District of Columbia and for all purposes shall be construed in accordance with said laws. In the event of a dispute between the parties, they mutually consent to jurisdiction in the Superior Court for the District of Columbia. The prevailing party shall be entitled to costs and interest on any award at the rate of 1.5% per month to run from ten business days after the date of the award.

CAPITOL DECISIONS, INC.

Date: 4/14/11

By: 
H. Stewart Van Scoyoc
President

CITY OF YUKON

Date: _____

By: _____
Grayson Bottom
City Manager

MEMORANDUM OF AGREEMENT

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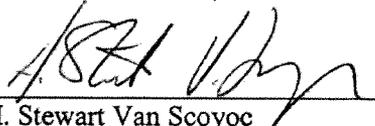
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CAPITOL DECISIONS, INC.

Date: 4/14/11

By: 
H. Stewart Van Scoyoc
President

CITY OF YUKON

Date: _____

By: _____
Grayson Bottom
City Manager

Yukon City Council Minutes May 17, 2011

The Yukon City Council met in regular session on May 17, 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 Father Jeff Huston, Church of the Savior.
The flag salute was given in unison.

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

(Absent) Nick Grba, Vice-Mayor

OTHERS PRESENT:

Mike Segler, City Attorney	Tammy Kretchmar, Asst. City Manager
Robbie Williams, 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	

Presentations and Proclamations

Mayor Alberts read the Proclamation for "National Safe Boating Week", and presented the certificate to Linda Sadler of the U.S. Coast Guard Auxiliary. Ms. Sadler shared some information on the available safety programs, website, and other activities of the USCGA.

Mayor Alberts then read the Proclamation for "Bike-To-Work Day", and presented the certificate to Jan Scott, Parks & Recreation Director, along with Joe Baumann of the Park Board. Mr. Baumann recommended Bikes as an alternate form of transportation, and said Bike-To-Work is part of an overall program to promote bicycle awareness and safety.

Mayor Alberts then read the proclamation for "Don't Fry Day", and presented the certificate to Ms. Scott, along with Mary Caffrey and Veronica Keithly of The Tree Bank. Ms. Scott noted that The Tree Bank has helped to donate over 3,500 trees to the City of Yukon and its residents.

•••
Visitors

John Knuppel, 410 Oak, invited everyone to the Memorial Day Ceremony at the Yukon Cemetery, gave a brief outline of the activities planned, and thanked all of the sponsors who make the ceremony possible.

(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 3, 2011
- B) Payment of material claims in the amount of \$87,511.92

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 \$87,511.92, was made by Trustee Maxey and seconded by Trustee Smith.

The vote:

AYES: Bradway, Smith, Alberts, Maxey
NAYS: None
VOTE: 4-0
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 3, 2011
- B) Payment of material claims in the amount of \$337,559.38
- C) Declaring the items on the attached list from the Public Works Department as surplus, and authorizing their sale or donation
- D) Declaring the items on the attached list from the Technology Department as surplus, and authorizing their sale or donation
- E) Setting the date for the next regular Council meeting for June 7, 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 3, 2011; payment of material claims in the amount of \$337,559.38; 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 May 17, 2011, 7:30 p.m., in the Council Chambers of the Centennial Building, 12 South Fifth Street, was made by Council Member Smith and seconded by Council Member Maxey.

The vote:

AYES: Smith, Bradway, Maxey, Alberts

NAYS: None

VOTE: 4-0

MOTION CARRIED

2. Report of Boards, Commissions and City Officials

There were no reports.

3. Consider approving Ordinance No. 1267, an Ordinance of the City of Yukon, Oklahoma, providing for the changing of name of Mustang Road to Yukon Parkway from N.W. 10th Street to the south and Wilshire Boulevard to the north all within the limits of the City of Yukon, and declaring an Emergency.

The motion to approve an Ordinance No. 1267, an Ordinance of the City of Yukon, Oklahoma, providing for the changing of name of Mustang Road to Yukon Parkway from N.W. 10th Street to the south and Wilshire Boulevard to the north all within the limits of the City of Yukon, and declaring an Emergency, was made by Council Member Maxey and seconded by Council Member Smith.

The vote:

AYES: Alberts, Maxey, Smith, Bradway

NAYS: None

VOTE: 4-0

MOTION CARRIED

3a. Consider approving the Emergency Clause of Ordinance No. 1267

The motion to approve the Emergency Clause of Ordinance No. 1267 was made by Council Member Maxey and seconded by Council Member Smith.

The vote:

AYES: Maxey, Alberts, Bradway, Smith

NAYS: None

VOTE: 4-0

MOTION CARRIED

4. Consider approving the renewal of an Inter-Governmental Agreement with the City of Oklahoma City, for a Regional Household Hazardous Waste Collection and Management Project enabling the citizens of Yukon to continue using Oklahoma City's Household Hazardous Waste facility

The motion to approve the renewal of an Inter-Governmental Agreement with the City of Oklahoma City, for a Regional Household Hazardous Waste Collection and Management Project enabling the citizens of Yukon to continue using Oklahoma City's Household Hazardous Waste facility, was made by Council Member Smith and seconded by Council Member Maxey.

The vote:

AYES: Maxey, Bradway, Alberts, Smith

NAYS: None

VOTE: 4-0

MOTION CARRIED

5. Consider approving the purchase of a building known as 10 S. 5th Street, Yukon, Oklahoma, described as follows: *the South 40 feet of Lots Fifteen (15) and Sixteen (16), of Block 82, Lake Addition to Yukon, Canadian County, Oklahoma, according to the recorded plat thereof, together with all the improvements thereon and the appurtenances thereunto belonging*: at a cost of \$185,000.00, from Lingo Holding, LLC

The motion to approve the purchase of a building known as 10 S. 5th Street, Yukon, Oklahoma, described as follows: *the South 40 feet of Lots Fifteen (15) and Sixteen (16), of Block 82, Lake Addition to Yukon, Canadian County, Oklahoma, according to the recorded plat thereof, together with all the improvements thereon and the appurtenances thereunto belonging*: at a cost of \$185,000.00, from Lingo Holding, LLC, was made by Council Member Maxey and seconded by Council Member Smith.

Council Member Smith asked about an option in the contract giving the current tenant an option to remain in the building until August 1, and City Manager Bottom said the tenant believed it would need that time to finish construction on the building to which it is moving.

The vote:

AYES: Maxey, Bradway, Alberts, Smith

NAYS: None

VOTE: 4-0

MOTION CARRIED

6. Consider accepting the bids for the Dale Robertson Center Roof Replacement Project, and awarding the contract for the Base Bid (Coal-Tar Elastomeric Roofing System) to J Reynolds and Company, at a cost not to exceed \$275,642.00

The motion to accept the bids for the Dale Robertson Center Roof Replacement Project, and awarding the contract for the Base Bid (Coal-Tar Elastomeric Roofing System) to J Reynolds and Company, at a cost not to exceed \$275,642.00, was made by Council Member Maxey.

Council Member Smith said he was of the understanding that the City had not received any of the statutory bonds from the bidder, and City Engineer Williams confirmed. Council Member Smith noted that approving the contract without the bonds in hand could put the City in a difficult situation. Mayor Alberts asked that the motion be seconded before any additional discussion occurred. City Attorney Segler noted that the motion could be amended afterward. Council Member Smith seconded the motion, and suggested that the motion be modified to require that the bonds be present prior to approving the contract. Council Member Maxey amended his motion as such.

Council Member Maxey then withdrew his motion in the interest of clarification and Council Member Smith made a motion to approve the contract pending presentation of hard copies of the bonds, and review and approval by the City Attorney. The new motion was seconded by Council Member Maxey.

The vote:

AYES: Maxey, Smith, Alberts, Bradway

NAYS: None

VOTE: 4-0

MOTION CARRIED

- 7. Consider approving an expenditure of funds for the City of Yukon Water System Improvement Project, to include 3000 feet of 16" Well Field water line replacement, 710 feet of 6" Well Field water line replacement, Pump/Motor replacement on Wells No. 8 and No. 10, replacement of 34 Fire Hydrants, and water line valve replacement on Holly Avenue between Vandament and Poplar, at a cost not to exceed \$626,000.00**

The motion to approve an expenditure of funds for the City of Yukon Water System Improvement Project, to include 3000 feet of 16" Well Field water line replacement, 710 feet of 6" Well Field water line replacement, Pump/Motor replacement on Wells No. 8 and No. 10, replacement of 34 Fire Hydrants, and water line valve replacement on Holly Avenue between Vandament and Poplar, at a cost not to exceed \$626,000.00, was made by Council Member Maxey and seconded by Council Member Smith.

The vote:

AYES: Alberts, Bradway, Maxey, Smith

NAYS: None

VOTE: 4-0

MOTION CARRIED

- 8. New Business** None

- 9. Council Discussion**

Council Member Maxey had no comments.

Council Member Smith said that in the interest of improving communication between the citizens and the City Council, he wanted to discuss the possibility of having quarterly Town Hall meetings in each Ward.

Council Member Bradway had no comments.

Mayor Alberts had no comments.

- 10. Adjournment**

John Alberts, Mayor

Doug Shivers, City Clerk

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01		Legislative				
11-44662	01-00101	City of Yukon (BankOne)Adm	Padfolios for Council	5/2011	Moisant 21175039	667.53
11-44893	01-00101	City of Yukon (BankOne)Adm	study session dinner 5/3	5/2011	Homeland 05/03/11	21.20
			study session dinner 5/3	5/2011	Logan's 05/03/11	217.82
11-44875	01-00102	City of Yukon (BankOne)Fin	binding strips	5/2011	MyBinding 144323	178.26
11-44877	01-01013	A Royal Flush	portapotties-Easter/Prair	4/2011	716	285.00
11-44867	01-02152	Frank Austin	Lease-10W Main-Jun11	6/2011	Jun '11	107.14
11-44868	01-05388	Estate of Murial Carson	Lease-10W Main-May11	6/2011	Jun '11	435.72
11-44869	01-05390	Phil Carson	Lease-10W Main-Jun11	6/2011	Jun '11	107.14
11-44870	01-06815	Compassionate Hands, Inc.	Mthly Contrib-Jun'11	6/2011	Jun '11	583.33
			MthlyContr-7/10-5/11	6/2011	06/01/11	6,416.67
			re-classify expenses	6/2011	06/01/11 CR	6,416.67-
11-44876	01-1	Nichols Appraisal	Appraisal-10 w. Main	5/2011	N 11-56	600.00
11-44880	01-11740	EMSA	Qrtly Subsidy 10-11	6/2011	Apr-Jun '11	44,604.00
11-44871	01-15003	Four H	Mthly Contrib-Jun'11	6/2011	Jun '11	100.00
			MthlyContr-7/10-5/11	6/2011	06/01/11	1,100.00
			re-classify expenses	6/2011	06/01/11 CR	1,100.00-
11-44882	01-18300	HBC CPAS & Advisors	Prof Service-Mar'11	3/2011	15308	8,095.00
11-44884	01-31400	McAfee & Taft	Prof Srvcs-01/25/11	2/2011	338011	19.00
			Prof Srvcs-04/25/11	5/2011	344959	572.00
11-44873	01-59400	Kathryn Wright Rentals	DrLicBldgRent-Jun'11	6/2011	Jun '11	800.00
11-44874	01-62000	Youth & Family Services,	Jan-Mar '11 Contribu	1/2011	Jan-Mar '11	2,500.00
11-44891	01-62200	Yukon Chamber of Commerce	Jun'11 Contract.Srvc	6/2011	12873	2,500.00
11-44892	01-62900	Yukon Review Inc.	legal ad-HazMitGrant	5/2011	YR39276	67.72
			legal-BrdAdj/KustomWrecke	5/2011	YR39526	37.40
			legal-PlanCom/AT&T	5/2011	YR39527	27.20
DEPARTMENT TOTAL:						62,525.46
DEPARTMENT: 03		Park Maintenance				
11-42662	01-00180	City of Yukon (BankOne)PW	repairs/maint-park	5/2011	AcmeFence 93478	110.85
			repairs/maint-park	5/2011	Ace 860488	35.00
			repairs/maint-park	5/2011	Locke 15255552	31.12
			repairs/maint-park	5/2011	Lowe's 02612	22.08
			repairs/maint-park	5/2011	Lowe's 14296	13.92
			repairs/maint-park	5/2011	Lowe's 94971	34.67
11-44665	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	5/2011	Clean 50490948	18.37
11-44720	01-29525	Locke welding	demurrage rental	4/2011	R2323	27.50
DEPARTMENT TOTAL:						293.51

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 04		Engineering				
11-44755	01-50700	Triad Design Group	A&E Srvcs-04/25/11	5/2011	05/04/11	1,123.65
11-44763	01-50700	Triad Design Group	Eng Srvcs-04/25/11	5/2011	7795	550.00
11-44889	01-50700	Triad Design Group	Eng Srvcs-04/25/11	5/2011	7794	1,317.52
DEPARTMENT TOTAL:						2,991.17
DEPARTMENT: 05		Fire Department				
11-44100	01-00105	City of Yukon (BankOne)FD	Dyche - boots	3/2011	Galls 1136076	122.98
			Dyche - t-shirts	3/2011	S&S 30088	20.50
11-44266	01-00105	City of Yukon (BankOne)FD	J Davis- Duty Socks	3/2011	Galls 1174293	47.96
11-44369	01-00105	City of Yukon (BankOne)FD	weaver- AV3000	4/2011	wayest 1052954	325.00
11-44377	01-00105	City of Yukon (BankOne)FD	McClurg-gloves-rescue too	4/2011	S&S 30253	82.00
			McClurg-gloves-rescue too	4/2011	FamousFootwear4580	68.55
			McClurg-gloves-rescue too	4/2011	FamousFootwear4608	5.57-
11-44381	01-00105	City of Yukon (BankOne)FD	weaver-extr gloves	11/2010	Galls 925214	38.98
			weaver-shirts,polo,shorts	4/2011	S&S 30274	504.00
11-44669	01-00105	City of Yukon (BankOne)FD	NFPA Membership	4/2011	NFPA 5185859X	150.00
11-44308	01-71300	John Graham	Spring '11 tuition reimb	5/2011	Spring '11	1,237.01
DEPARTMENT TOTAL:						2,650.39
DEPARTMENT: 06		Municipal Court				
11-44150	01-06860	Consolidated Business Solut	Printing/Letterhead/Env	5/2011	15287	540.00
11-44238	01-37470	OK Municipal League	Court Clerk Certification	5/2011	040583	400.00
11-44872	01-44380	George H Ramey	MunJudgeSrvc-Jun'11	6/2011	Jun '11	2,943.25
11-44890	01-58115	wheatley Segler Osby & Mill	MunProsecution-Apr11	4/2011	9818	1,201.20
11-44686	01-75050	Candace Schwarz	reimb mileage-OMCCA 2011	4/2011	04/29/11	125.46
DEPARTMENT TOTAL:						5,209.91
DEPARTMENT: 09		Administration				
11-44684	01-62200	Yukon Chamber of Commerce	chamber luncheon	6/2011	12836	20.00
DEPARTMENT TOTAL:						20.00

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 10						
11-43867	01-00110	Park and Recreation City of Yukon (BankOne)PR	YCC Pool Table covers	5/2011	AAABilliard 5/2/11	550.00
11-44356	01-00110	City of Yukon (BankOne)PR	Landscaping for YCC & JCG	5/2011	whispSprings5/4	97.50
			Landscaping for YCC & JCG	5/2011	Lowes 19213A	253.40
11-44590	01-00110	City of Yukon (BankOne)PR	print-Summer brochure	4/2011	Impressions 113512	360.00
11-42857	01-07390	Crosslands A & A Rent-All	Sporta potties	4/2011	01-402847-36	63.00
			porta potties	4/2011	01-437401-19	63.00
			porta potties	4/2011	01-464754-05	63.00
			porta potties	4/2011	01-464755-04	63.00
11-44632	01-1	Vic Gutierrez	concert band	6/2011	V 06/09/11	800.00
11-44636	01-1	Box Talent Agency	concert in the park	6/2011	B 06/23/11	600.00
11-44637	01-1	Mike Duggins	concert band	6/2011	M 06/30/11	500.00
11-44638	01-1	Pake McEntire	concert band	7/2011	P 07/07/11	600.00
11-44641	01-1	Irv wagner	concert band	7/2011	I 07/14/11	800.00
11-44642	01-1	Travis wackerly	concert band	6/2011	T 06/16/11	700.00
11-44647	01-1	weokie Credit Union	Golf Sponsor	6/2011	w 06/07/11	150.00
11-44673	01-1	Mad Science of Central Ok	Mad Science - Kids Camp	4/2011	M 100639	275.00
11-44674	01-1	OKC Kayak	OKC Kayak - Kids Camp	5/2011	O 3719	180.00
11-44635	01-24900	John Johnson	concert sound for Monkeys	6/2011	06-09-11	350.00
11-44640	01-24900	John Johnson	concert sound for Irv	7/2011	07/14/11	350.00
11-43660	01-32660	Mobile Mini, Inc.	storage for parks	4/2011	111260919	151.06
11-43656	01-46940	Sam's Club Direct-G.E. Mone	candy supplies	4/2011	6811A	121.62
11-44430	01-46940	Sam's Club Direct-G.E. Mone	coffee supplies	5/2011	4836	119.80
11-44431	01-46940	Sam's Club Direct-G.E. Mone	cleaning supplies	5/2011	4126	95.10
11-44634	01-46940	Sam's Club Direct-G.E. Mone	concert supplies	5/2011	5435	474.63
11-44735	01-46940	Sam's Club Direct-G.E. Mone	festival supplies	4/2011	6440	146.90
11-44738	01-53450	United Linen - Uniform Re	linens-Senior Games	4/2011	S1381990	52.50
11-44717	01-62800	Yukon Public Schools	Kids Camp Transportation	8/2010	08/16/10	1,010.63
11-44398	01-62900	Yukon Review Inc.	ads for Senior Games	4/2011	YR38107	120.00
DEPARTMENT TOTAL:						9,110.14
DEPARTMENT: 11						
11-44136	01-00111	Police Department City of Yukon (BankOne)PD	cleaning supplies	5/2011	Lowes 12587	25.84
			cleaning supplies	5/2011	Massco 20332874-1	222.78
11-44158	01-00111	City of Yukon (BankOne)PD	signs for lobby	4/2011	Y Trophy 1104192	197.60
11-44164	01-00111	City of Yukon (BankOne)PD	travel expenses J Corn	4/2011	HardRockHote394880	169.60
			travel expenses J Corn	4/2011	TobyKeith's 04/06	47.38
			travel expenses J Corn	4/2011	Champion'sGrill14/6	4.64
11-44351	01-00111	City of Yukon (BankOne)PD	Corn-clothing allowance	4/2011	Dillard's 0089	68.07
			Corn-clothing allowance	4/2011	Dillard's 0069	108.38
			Corn-clothing allowance	4/2011	Dillard's 0030	270.94
11-44482	01-00111	City of Yukon (BankOne)PD	Sort team uniform	4/2011	Opsgear 311188	489.88
11-44652	01-00111	City of Yukon (BankOne)PD	battery for truck	5/2011	OReillys 142388	64.29
11-44543	01-06080	Charm-Tex, Inc.	prisoner items	5/2011	0051613	187.65
11-44429	01-22462	Integris Employee Health	police pension physical	5/2011	2011-10744	475.00
11-42233	01-36720	OK Dept of Public Safety	OLETS user fee-May'11	5/2011	04-1109187	350.00
11-44474	01-45680	Shawn Roberson, PHD	psychological tests	4/2011	02/12/2011	1,200.00
11-44157	01-48410	Special Ops Uniforms, Inc	James-uniform items	4/2011	159151	177.83

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 11		Police Department				
11-44415	01-48410	Special Ops Uniforms, Inc	James-uniform items	5/2011	160517	200.97
			uniform items Bridges	4/2011	159480	130.98
			uniform items Bridges	4/2011	160150	75.99
			uniform items Bridges	4/2011	159939	9.98
			uniform items Bridges	5/2011	160572	61.00
11-44473	01-48410	Special Ops Uniforms, Inc	Gomez-uniform items	4/2011	160154	593.88
11-44475	01-48410	Special Ops Uniforms, Inc	Stilley-uniform items	5/2011	160519	431.43
11-44476	01-48410	Special Ops Uniforms, Inc	Rush-uniform items	5/2011	160520	641.39
11-44135	01-53410	Ultramax	practice ammo	4/2011	120726	72.75
			duty ammo	4/2011	120049	790.00
11-43618	01-70240	John Brown	Spring'11 tuition reimb	5/2011	Spring '11	1,048.33
DEPARTMENT TOTAL:						8,116.58
DEPARTMENT: 12		Property Maintenance				
11-43494	01-00180	City of Yukon (BankOne)PW	nondurable supplies	5/2011	Y Vac&Sew 47583	32.00
11-44665	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	5/2011	Clean 50490948	22.43
			hand sanit.dispenser	5/2011	Clean 50490948	3.50
11-44879	01-06750	Clearwater Enterprises, LLC	Srvccity Bldgs-04/11	5/2011	26781104	847.29
11-44437	01-27365	Keef Enterprises	hvac unit	5/2011	201153	3,289.71
11-44886	01-37200	OK Gas & Electric	Srvc-Comb.Bill-Apr11	5/2011	05/07/11	33,415.64
11-44887	01-37600	OK Natural Gas Co	Service City Bldgs	5/2011	05/02/11	8,926.52
DEPARTMENT TOTAL:						46,537.09
DEPARTMENT: 13		Pools				
11-44361	01-00110	City of Yukon (BankOne)PR	Hot Water Tank City Pool	5/2011	Locke 15197841	70.97
			Hot Water Tank City Pool	5/2011	Ace 860416	11.50
11-44589	01-00110	City of Yukon (BankOne)PR	Chemicals for both pools	5/2011	Leslie's 9127	1,438.24
DEPARTMENT TOTAL:						1,520.71
DEPARTMENT: 14		Robertson Activity Center				
11-44365	01-00110	City of Yukon (BankOne)PR	Food for RAC Lunch	5/2011	walmart 07229	23.55
11-44601	01-00110	City of Yukon (BankOne)PR	Supplies for Cinco day	5/2011	walmart 07230	49.58
11-44602	01-00110	City of Yukon (BankOne)PR	National Senior Fitness	5/2011	SeniorProg85344613	39.05
11-43765	01-44625	Regional Food Bank	Food RAC	4/2011	AI137291-1	135.33
11-44362	01-53540	US Food Service	RAC Daily Lunch	5/2011	5490826	860.47
DEPARTMENT TOTAL:						1,107.98

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	The Shop 530313	94.60
11-43775	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	5/2011	OReillys 143130	147.96
11-44611	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	5/2011	Ace 860499	65.00
			parts to repair vehicles	5/2011	ChappellSupp333364	200.00
			parts to repair vehicles	5/2011	SW Trailer AI93162	91.84
			parts to repair vehicles	5/2011	Smith F&G 435016	89.06
			parts to repair vehicles	5/2011	T&W Tire 4723279	174.96
11-44629	01-00180	City of Yukon (BankOne)PW	2-16" tires-8214	5/2011	T&W Tire 4723002	151.00
			4-tires bobcat	5/2011	T&W Tire 4722772	308.96
			4-tires bobcat	5/2011	T&W Tire 4722767	428.00-
11-44630	01-00180	City of Yukon (BankOne)PW	keys for fleet	5/2011	Ace 860483	16.25
11-44665	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	5/2011	Clean 50490948	16.50
11-44719	01-18150	Hampel Oil Distributors, Inc	unleaded fuel	5/2011	90298596	8,079.82
			diesel fuel	5/2011	90298596	1,373.55
11-44720	01-29525	Locke welding	demurrage rental	4/2011	R2323	27.50
11-44671	01-36600	OK Corporation Commission	6000 gal unleaded	5/2011	0906546-2012	25.00
			6000 gal diesel	5/2011	0906546-2012	25.00
DEPARTMENT TOTAL:						10,459.00
DEPARTMENT: 17		Human Resources				
11-44667	01-06850	Occupational Health Centers	preplace drug test	5/2011	253990411	342.00
			fit for duty test	5/2011	253990283	50.00
11-44724	01-06850	Occupational Health Centers	drug test preplace	5/2011	253995367	190.00
			drug test inj care	5/2011	253995367	38.00
11-44250	01-1	Const. Building Special	moveable wall RAC	4/2011	C 0036319	240.00
11-44690	01-1	HR Specialist	HR Specialist	5/2011	H CNV2R03	139.00
11-44668	01-53450	United Linen - Uniform Re	Mops, Mats, Tablecloths	12/2010	1347290	90.97
			Mops, Mats, Tablecloths	1/2011	1360480	90.50
			Mops, Mats, Tablecloths	1/2011	1351626	92.60
			tablecloths white-special	1/2011	S1352097	43.16
			Mops, Mats, Tablecloths	4/2011	1387279	138.19
			Mops, Mats, Tablecloths	4/2011	1382806	99.81
11-44691	01-53450	United Linen - Uniform Re	tablecloths-rental	5/2011	S1391943	80.96
			Mop, Mat, Tablecloths	5/2011	1391845	99.16
DEPARTMENT TOTAL:						1,734.35

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 19		Street Department				
11-44542	01-00180	City of Yukon (BankOne)PW	cold patch	5/2011	PMSI I0090998	987.90
11-44665	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	5/2011	Clean 50490948	31.01
11-44666	01-00180	City of Yukon (BankOne)PW	stump grinder rental	5/2011	Crosslands03066336	80.00
11-44672	01-00180	City of Yukon (BankOne)PW	fence post	5/2011	Lowes 02214	6.97
11-44762	01-50700	Triad Design Group	Eng Srvcs-04/25/11	5/2011	7801	440.00
DEPARTMENT TOTAL:						1,545.88
DEPARTMENT: 23		Technology				
11-44526	01-00172	City of Yukon (Bank One)IT	Canon DR-3010C Scanner	4/2011	CDW-G XFP8552	757.22
11-44687	01-00172	City of Yukon (Bank One)IT	APC Back-UPS Pro 1000	5/2011	CDW-G XJV0500	135.79
11-44688	01-00172	City of Yukon (Bank One)IT	HP Fusing Assembly	5/2011	CDW-G XJG2935	239.39
11-44689	01-00172	City of Yukon (Bank One)IT	HP Q6470A Ink	5/2011	Staples 10661	295.98
11-44722	01-00172	City of Yukon (Bank One)IT	HP C9720A Black Ink	5/2011	CDW-G XJT6864	150.93
11-44731	01-00172	City of Yukon (Bank One)IT	HP 88 Ink	5/2011	Staples 11786	31.98
11-44733	01-00172	City of Yukon (Bank One)IT	OtterBox Defender Case	5/2011	Amazon 3041828	70.32
11-43178	01-02242	Back40 Design	Web Hosting June 11	5/2011	91371	50.00
11-44682	01-05490	CDW Government Inc.	Rhinotek C8543X	5/2011	XJV7042	290.26
			HP 36A	5/2011	XJV7042	204.00
			HP 64A	5/2011	XJV7042	335.60
			HP CC530A	5/2011	XJV7042	596.50
			HP CC531A	5/2011	XJV7042	234.72
			HP CC532A	5/2011	XJV7042	234.72
			HP CC533A	5/2011	XJV7042	234.72
			HP CE250A	5/2011	XJV7042	129.97
			HP 78A	5/2011	XJV7042	273.72
			HP 05A	5/2011	XJV7042	386.50
			HPCLJ Q6470A	5/2011	XJV7042	430.65
			HPCLJ Q6471A	5/2011	XJV7042	421.92
			HPCLJ Q6473A	5/2011	XJV7042	140.64
			Epson Combo Pack	5/2011	XJV7042	54.17
			Brother TN-350	5/2011	XJV7042	106.40
11-44729	01-05490	CDW Government Inc.	HP desktop computers	5/2011	XKP9427	6,299.90
11-44756	01-05490	CDW Government Inc.	HP CC530A Black	5/2011	XLW8577	238.60
			HP CC531A Cyan	5/2011	XLW8577	234.72
			HP CC532A Yellow	5/2011	XLW8577	352.08
			HP CC533A Magenta	5/2011	XLW8577	586.80
11-43643	01-1	Vermont Systems, Inc	RectracManagementSof	4/2011	32849	1,484.88
11-44525	01-40840	Presidio Networked	Cisco UC Phone 7962	4/2011	40127521	867.15
11-44528	01-40840	Presidio Networked	Tech Services	4/2011	22103217	1,562.50
			Tech Services	5/2011	51100329	937.50
11-44477	01-48293	Software House Internationa	Orion Network Monito	4/2011	B00277438	2,016.00
			Orion Network Module	4/2011	B00277438	1,463.00
11-44745	01-48510	Stanley Convergent Security	Security Monitoring CH	5/2011	8263420	582.00
11-44675	01-48885	Superior Office Systems	Copier Rental Charge	5/2011	204	498.00
			PRbillable Cop AP'11	5/2011	204	20.22
			PR basecopiesAP'11	5/2011	204	32.60
			CC basecopies AP'11	5/2011	204	29.51

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 23		Technology				
11-44744	01-51740	Tyler Technologies, Inc.	RAC bascopies AP'11	5/2011	204	17.28
			Network Support Srvc	5/2011	13755	525.00
			TylerOutputProServerMaint	5/2011	13438	941.85
					DEPARTMENT TOTAL:	24,495.69
					FUND TOTAL:	178,317.86

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01 96 SALES TAX IMPROVEMENTS						
11-44883	01-18240	Harrison-Orr Ar	ConditioninYPD-HVAC mod-server rm	5/2011	40719	51,120.00
DEPARTMENT TOTAL:						51,120.00
FUND TOTAL:						51,120.00

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 71						
11-44894	01-04475	Brewer Construction Co.	wellfield wtrline replace	5/2011	2011-16	98,691.22
11-44885	01-32074	Midstate Traffic Control, I	traffic sig-SH4/vand	5/2011	27629	20,417.10
			traffic sig-SH4/vand	5/2011	27701	23,026.90
DEPARTMENT TOTAL:						142,135.22
FUND TOTAL:						142,135.22

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 02						
11-44540	01-00180	Parkland Improvement City of Yukon (BankOne)PW	tools for public works	5/2011	Lowes 02213A	2,596.27
			tools for public works	5/2011	Lowes 18196	211.09-
			tools for public works	5/2011	TractorSupply40166	549.99
			tools for public works	5/2011	Ace 860413	2,475.20
			tools for public works	5/2011	Ace 860414	59.92
			tools for public works	5/2011	Gilles 26372	1,039.98
11-44523	01-09525	Dolese Bros. Company	3500 concrete	4/2011	RM11020323	312.00
			del chrg	4/2011	RM11020323	10.00
DEPARTMENT TOTAL:						6,832.27
DEPARTMENT: 10						
11-43643	01-1	Transfers From Reserves Vermont Systems, Inc	RecTracManagementSoftware	4/2011	32849	9,798.12
			RecTracManagementSoftware	4/2011	32850	3,365.00
11-44022	01-1	John Deere Company	JD 5085M tractor,loader,b	5/2011	J 110825691	46,756.16
DEPARTMENT TOTAL:						59,919.28
DEPARTMENT: 23						
11-44750	01-15440	Special Events Frontier Country	Redesign City Logo	5/2011	6263A	50.00
11-44837	01-72450	Tammy Kretchmar	Mileage Reimb-Dallas mrkt	6/2011	06/23/11	129.70
DEPARTMENT TOTAL:						179.70
DEPARTMENT: 27						
11-44590	01-00110	** INVALID DEPARTMENT ** City of Yukon (BankOne)PR	print-Summer brochure	4/2011	Impressions 113392	719.86
DEPARTMENT TOTAL:						719.86
DEPARTMENT: 42						
11-44655	01-00111	Insurance & Misc Reimb City of Yukon (BankOne)PD	flight for B. Rogers	5/2011	ContinentalAir 5/4	316.40
DEPARTMENT TOTAL:						316.40

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 43						
11-44591	01-1	Mabel Fry Dallas Midwest, LLC	Bulletin Boards	5/2011	D EC034589-BRT	1,341.00
11-44681	01-17500	Grey House Publishing	Adult Reference Book	4/2011	804893	163.00
DEPARTMENT TOTAL:						1,504.00
DEPARTMENT: 44						
11-44534	01-00108	Library State Aid City of Yukon (BankOne)Lib	Postage	5/2011	USPS 11	33.82
11-44696	01-01329	American Library Associat	Schieman Dues	5/2011	Schieman 1041916	180.00
11-44043	01-1	Sugar Free Allstars	Ch. Summer Reading Progra	7/2011	S 07/26/11	350.00
11-44103	01-1	Hannah Harder	YA Summer Reading Prog.	6/2011	H 06/23/11	312.00
11-44497	01-1	Mae Dean Erb	YA Summer Reading Program	6/2011	M 06/09/11	468.00
11-44603	01-1	Barbara Jones	Summer Reading Program	6/2011	J 06/28/11	175.00
11-44658	01-1	Magazine Subscription	Annual Library Magazines	5/2011	M 05/10/11	1,375.60
11-44692	01-1	Don Hall	Presnter Fee-Children's	5/2011	H 05/16/11	175.00
11-44694	01-16230	Gale Group Inc	Adult Large Print	4/2011	17137549	119.23
			Adult Large Print	4/2011	17141536	172.75
			Adult Large Print	4/2011	17143860	45.74
			Adult Large Print	4/2011	17144315	46.49
			Adult Large Print	5/2011	17175801	171.95
			Adult Large Print	5/2011	17178924	45.74
			Adult Large Print	5/2011	17178468	47.24
11-43679	01-39575	Perma-Bound Books	Children's Books	4/2011	1412397-02	18.01
DEPARTMENT TOTAL:						3,736.57
DEPARTMENT: 67						
11-44212	01-00111	Police Department City of Yukon (BankOne)PD	lodging G. Knight	4/2011	HardRockHote394658	84.80
			lodging G. Knight	4/2011	RoadRunner 4/27/11	69.01
11-44553	01-1	Oklahoma DARE	DARE Conf/cert-Peters	3/2011	O 03/18/11	100.00
11-44546	01-62550	Yukon Kiwanis Club	Corp table-Admin Prof Day	4/2011	04/27/11	60.00
11-44547	01-63050	Yukon Trophy & Awards, Inc.	YHS athlete/year awards	5/2011	1105156	37.90
DEPARTMENT TOTAL:						351.71
FUND TOTAL:						73,559.79

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01		Utility Billing				
11-44624	01-07900	Custom Printing	5,000 cut off stickers	5/2011	134154	897.00
DEPARTMENT TOTAL:						897.00
DEPARTMENT: 02		Water Distribution				
11-43775	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	5/2011	oreillys 143130	389.92
11-44284	01-00180	City of Yukon (BankOne)PW	sanitary sewers	5/2011	ICM OK809974PW	90.00
			water lines	5/2011	ICM OK809973PW	90.00
			meter repairs	5/2011	HD Supply 2955601	113.00
			meter installations	5/2011	HD Supply 2955448	1,963.00
			meter installations	5/2011	OK Contract 508433	702.50
11-44665	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	5/2011	Clean 50490948	27.19
11-44048	01-04475	Brewer Construction Co.	4th & Main water line rep	5/2011	2011-17	1,758.83
11-44523	01-09525	Dolese Bros. Company	Concrete	4/2011	RM11020692	367.32
11-44719	01-18150	Hampel Oil Distributors,	Inunleaded fuel	5/2011	90298596	1,011.12
			diesel fuel	5/2011	90298596	241.19
11-44889	01-50700	Triad Design Group	Eng Srvcs-04/25/11	5/2011	7794	632.50
DEPARTMENT TOTAL:						7,386.57
DEPARTMENT: 03		Treatment and Supply				
11-44878	01-06375	City of Oklahoma City	water Usage-Apr'11	5/2011	05/09/11	81,847.52
DEPARTMENT TOTAL:						81,847.52
FUND TOTAL:						90,131.09

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01		Sanitation				
11-43913	01-00180	City of Yukon (BankOne)PW	office supplies pw	5/2011	walmart 05890	29.97
11-44058	01-00180	City of Yukon (BankOne)PW	modular desk-904 Industri	4/2011	K-Log 11-220578-1	1,365.47
			modular desk-904 Industri	4/2011	OfficeDepot 5115	209.98
11-44628	01-00180	City of Yukon (BankOne)PW	recaps tires-san	4/2011	T&W Tire 4708053	804.36
11-44665	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	5/2011	Clean 50490948	7.48
11-44698	01-00180	City of Yukon (BankOne)PW	curtain hooks	4/2011	walmart 05987	8.00
			lotion/soap containe	4/2011	walmart 05987	9.00
			waste basket	4/2011	walmart 05987	20.00
			potpouri	4/2011	walmart 05987	2.00
			potpouri container	4/2011	walmart 05987	16.96
			lrg bag potpouri	4/2011	walmart 05987	10.00
11-44295	01-1	ScottRice	Interactive Projector	5/2011	S 67710	2,682.21
11-44719	01-18150	Hampel Oil Distributors, In	unleaded fuel	5/2011	90298596	136.18
			diesel fuel	5/2011	90298596	2,341.95
11-44720	01-29525	Locke welding	demurrage rental	4/2011	R2323	33.00
11-44699	01-36840	OK Environ Mgmt Authority	Landfill fees Apr'11	4/2011	24196	26,441.15
11-44697	01-36843	OK Environ Mgmt Authority	citizen fee Apr'11	4/2011	24193	1,585.00
DEPARTMENT TOTAL:						35,702.71
DEPARTMENT: 02		Recycling				
11-44881	01-16350	Carole Garner	Voicemail-thru Jun11	6/2011	Jun '11	15.71
DEPARTMENT TOTAL:						15.71
FUND TOTAL:						35,718.42

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01		Stormwater				
11-44719	01-18150	Hampel Oil Distributors,	Inunleaded	5/2011	90298596	207.88
11-44797	01-76180	Anna Waggoner	Tuition Reimbursement	5/2011	Spring '11	750.00
			Tuition Reimbursement	5/2011	Spring '11	750.00
DEPARTMENT TOTAL:						1,707.88
FUND TOTAL:						1,707.88

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 09		CDBG Year 9				
11-44888	01-48498	Standard Testing	concrete testing-8th/Main	4/2011	11-4-000124	614.00
			concrete testing-8th/Main	4/2011	11-4-000320	1,422.50
DEPARTMENT TOTAL:						2,036.50
DEPARTMENT: 20		Emergency Mgmt Grants				
11-43572	01-00174	City of Yukon (BankOne)EM	photos for siren grant	5/2011	walgreens 05/06/11	11.27
11-44309	01-00174	City of Yukon (BankOne)EM	shirts for Peak/Poursaba	4/2011	OEMA 423201102	115.00
DEPARTMENT TOTAL:						126.27
FUND TOTAL:						2,162.77

FUND: 80 - Yukon Municipal Authority

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 02		YMA Booster Station				
11-44445	01-00180	City of Yukon (BankOne)PW	cornwell booster station	5/2011	Locke 15272411-00	1,202.38
11-44443	01-04475	Brewer Construction Co.	rebuild booster station	5/2011	2011-19	36,466.86
DEPARTMENT TOTAL:						37,669.24
FUND TOTAL:						37,669.24
GRAND TOTAL:						612,522.27

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			Spanish Cove	
Earline Smaistrla	Ward 1	2014	Larry Taylor, Representative	
Larry Taylor	Ward 2	2014	OK Environmental Management Auth.	
Bob Doggett	Ward AL	2015		
Terry Beaver	Ward 3	2012	Jim Crosby, Representative	
Michael McEachern	Ward 4	2012	Dewayne Maxey, Alternate	
Board of Adjustment/Board of Appeal			Canadian County Alliance	
Sherry Huston	Ward 1	2014	Dewayne Maxey, Representative	
Ken Smith	Ward 2	2014	Jim Crosby, Alternate	
Buddy Carpenter	Ward AL	2015	Senior Citizens	
Joe Horn	Ward 3	2012		
Russ Kline	Ward 4	2012		
Park Board			Ray Wright, Representative	
Joe Edwards	Ward 1	2014	John Alberts, Alternate	
D.E. Brower	Ward 2	2014	ACOG	
Ed Hatley	Ward AL	2015		
Ward Larson	Ward 3	2012	Bob Bradway, Representative	
Joe Baumann	Ward 4	2012	John Tipps, Alternate	
Library Board			COWRA	
Charlotte Novak*		2011	Genie Vinson, Representative	
Donelda Wheatly*		2011	Larry Taylor, Alternate	
Lee Wells	Ward 2/1	2014	Sister City Committee	
Joyce Roman	Ward 2	2014		
Ginger LaCroix	Ward AL	2015	Illona Morris	
Jeanne Riggs	Ward 3	2012	Terry Beaver	
Margaret Albrecht	Ward 4	2012	Nancy Novosad	
			Edwin Shedeck	
Traffic Commission			Recycling Committee	
Charles Lee	Ward 1	2014	Carole Garner	Rick Bolin
	Ward 2	2014	Dennis Beringer	Beverly Kofod
John Knuppel	Ward AL	2015	Genie Vinson	Gary LaRue
Jay Tallant	Ward 3	2012		
Emil Albrecht	Ward 4	2012		

*Members of Ladies' Library Club are appointed by same

RESOLUTION NO. 2011-06

**A RESOLUTION APPROVING THE CITY OF
YUKON, OKLAHOMA BUDGET FOR THE
FISCAL YEAR 2011-2012 AND
ESTABLISHING BUDGET AMENDMENT
AUTHORITY.**

WHEREAS, the City of Yukon has adopted the provisions of the Oklahoma Municipal Budget Act (the Act) in 11 O.S. Sections 17-201 through 17-216; and,

WHEREAS, the Chief Executive Officer has prepared a budget for the fiscal year ending June 30, 2012 (FY 2011-2012) consistent with the Act; and,

WHEREAS, The Act in section 17-215 provides for the chief executive office of the City, or designee, as authorized by the governing body, to transfer any unexpended and unencumbered appropriation from one department to another within the same fund; and,

WHEREAS, The budget has been formally presented to the Yukon City Council at least 30 days prior to the start of the fiscal year in compliance with Section 17-203; and

WHEREAS, The City of Yukon has conducted a Public Hearing at least 15 days prior to the start of the fiscal year, and published notice of the Public Hearing in compliance with Section 17-208 of the Act; and

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

SECTION 1. The City Council of the City of Yukon does hereby adopt the FY 2011-2012 Budget on the ____ day of _____, 2011 with the total resources available in the amount of \$35,049,695 and total appropriations in the amount of \$35,049,695. Legal appropriations (spending/encumbering limits) are hereby established as follows:

Fund: Department	Personal Services	Material & Supplies	Services & Charges	Capital Outlay	Debt Service	Transfers	Total
General Fund							
Legislative	8,472	26,500	464,990	20,000	581,200	0	1,101,162
Finance	359,480	1,350	2,000	0	0	0	362,830
Park Maintenance	506,463	26,740	31,570	41,000	0	0	605,773
Engineering	0	0	105,000	0	0	0	105,000
Fire	2,842,020	81,100	75,925	5,200	0	0	3,004,245
Municipal Court	226,375	1,150	36,840	20,000	0	0	284,365
Community Development	559,922	3,125	20,247	0	0	0	583,294
Library	359,507	4,150	14,950	18,414	0	0	397,021
Administration	517,139	2,758	19,874	30,000	0	0	569,771

Parks & Events	299,181	14,825	220,846	21,925	0	0	556,777
Police	4,323,970	80,050	119,165	12,200	196,077	0	4,731,462
Property Maintenance	386,693	21,500	545,441	0	0	0	953,634
Pools	92,219	13,561	10,600	3,600	0	0	119,980
Robertson Activity Center	177,561	25,785	14,870	0	0	0	218,216
Recreation Facilities	597,991	7,083	47,780	25,100	0	0	677,954
Fleet Maintenance	408,306	254,136	152,052	15,000	0	0	829,493
Human Resources	196,527	3,100	26,440	0	0	0	226,067
Animal Control	118,414	2,620	21,300	500	0	0	142,834
Street	668,495	27,907	231,820	113,000			1,041,222
Insurance	2,479,228	0	6,000	0	0	0	2,485,228
Technology	237,030	27,850	565,916	233,811	0	0	1,064,607
Emergency Management	182,626	1,260	12,334	0	0	0	196,220
General Fund Total	15,547,621	626,550	2,745,959	559,750	777,277	0	20,257,157
Sales Tax CIP							
Sales Tax CIP	0	0	0	0	0	4,188,138	4,188,138
Sales Tax CIP Total	0	0	0	0	0	4,188,138	4,188,138
Special Revenue Fund							
Special Revenue	96,595	0	754,219	0	39,618	0	890,432
Special Revenue Total	96,595	0	754,219	0	39,618	0	890,432
Water/Sewer Enterprise							
Utility Billing	412,848	1,568	91,530	0	0	0	505,946
W/S Distribution	811,595	61,154	166,125	198,121	0	102,451	1,339,446
Treatment & Supply	0	0	2,170,968	600,000	138,000	2,435,103	5,344,071
Water/Sewer Total	1,224,443	62,722	2,428,623	798,121	138,000	2,537,554	7,189,463
Sanitation Enterprise							
Sanitation	883,951	404,781	104,436	103,000	0	612,331	2,108,499
Recycling	0	4,100	200	0	0	0	4,300
Sanitation Total	883,951	408,881	104,636	103,000	0	612,331	2,112,799
Stormwater Enterprise							
Stormwater	151,657	25,800	68,300	90,950	75,000	0	411,707
Stormwater Total	151,657	25,800	68,300	90,950	75,000	0	411,707
Total Budget	17,904,266	1,123,953	6,101,737	1,551,821	1,029,895	7,338,023	35,049,695

SECTION 2. The City Council does hereby authorize the City Treasurer, with the City Manager's approval, to transfer any unexpended and unencumbered appropriations, at any time throughout FY 2011-2012, from one line item to another, one object category to another within the same department, or from one department to another within a fund, without further approval by the City Council. All other budget amendments must be approved by the City Council.

SECTION 3. All supplemental appropriations or decrease in the total appropriations of a fund

shall be adopted at a meeting of the City Council and filed with the State Auditor and Inspector.

Adopted and approved by the Council of the City of Yukon this _____ day of _____, 2011.

[Seal]
ATTEST:

MAYOR

City Clerk



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

From the Office of the
Community Development Director
Mitchell Hort

MEMO TO: City Manager & City Council

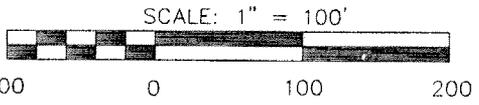
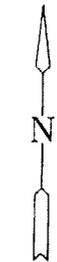
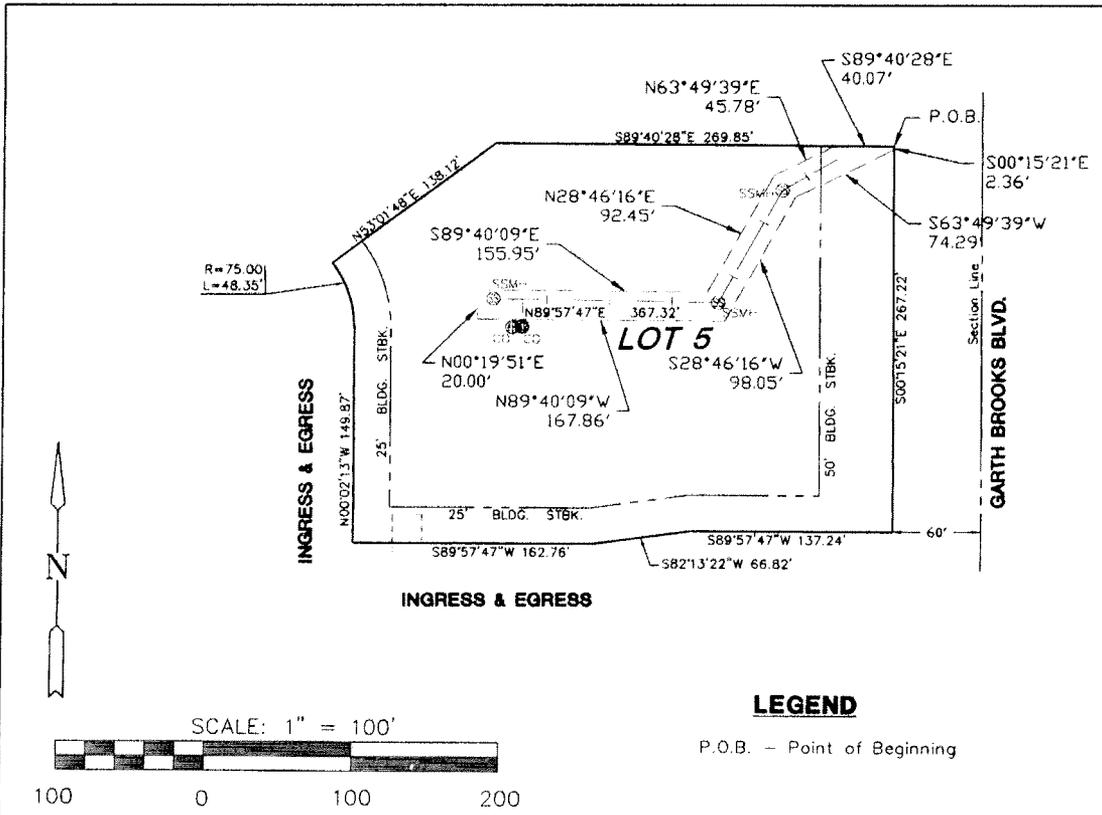
CC: Mike Segler, City Attorney

FROM: Mitchell Hort, Planning Director

DATE: May 20, 2011

RE: 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

Attached are three (3) sets of the Utility Easement Agreement from James L. Walker, Development Manager, Wanamaker Yukon, L.C. to serve the sanitary sewer for 1670 Garth Brooks Blvd for your review and recommendation for approval.



LEGEND

P.O.B. - Point of Beginning

LEGAL DESCRIPTION:

That part of Lot 5, Block 1, Yukon Village Addition, an addition to Yukon, Canadian County, Oklahoma, described as follows:

Beginning at the northeast corner of said Lot 5, thence S00°15'21"E, 2.36 feet along the east line of said Lot 5; thence S63°49'39"W, 74.29 feet; thence S28°46'16"W, 98.05 feet; thence N89°40'09"W, 167.86 feet; thence N00°19'51"E, 20.00 feet; thence S89°40'09"E, 155.95 feet; thence N28°46'16"E, 92.45 feet; thence N63°49'39"E, 45.78 feet to a point on the north line of said Lot 5; thence S89°40'28"E, 40.07 feet along said north line to the Point of Beginning.

Basis of Bearing for this description is the east line of Lot 5, Block 1, Yukon Village Addition, an addition to Yukon, Canadian County, Oklahoma. The East line of said Lot 5 having a platted bearing of S00°15'21"E.

This description was prepared from the public record on May 10, 2011 by Allen D. Lowry, PLS 1573, MKEC Engineering Consultants, Inc. Certificate of Authorization Number CA 2958, expires on June 30, 2011.

Allen D. Lowry

 May 11, 2011

MAP\2010\10411 LOT 5 YUKON VIL V010\EXHIBIT\LOT 5 SE EASEMENT.DWG

THIS TRACT EXHIBIT DOES NOT CONSTITUTE A BOUNDARY SURVEY PLAT

MKEC ENGINEERING CONSULTANTS, INC. 1000 W WILSHIRE, STE 401 OKLAHOMA CITY, OK 73116 405 - 842 - 8558 CA#2958 EXPIRES 6/30/11	YUKON VILLAGE - SAN SEW EASEMENT PROJECT NAME	
	EXHIBIT - LOT 5 SHEET TITLE	
ADL DESIGN BY	DSN DRAWN BY	ADL CHECKED BY
MAY 2011 DATE	10411 JOB NO.	1 / 1 SHEET/OF

MKEC Engineering Consultants, Inc.
 1000 W. Wilshire, Suite 401
 Oklahoma City, Ok. 73116
 405-842-8558

UTILITY EASEMENT

THIS EASEMENT made this 19th day of May, 2011, by the **Wanamaker Yukon, L.C., an Oklahoma limited liability company** of the first part and the **CITY OF YUKON, OKLAHOMA**, of the second part.

WITNESSED: That the said first party, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the said second party a perpetual right of way and easement, for the purpose of constructing, maintaining and repairing their utilities, along and under the following described real estate situated in Canadian County, Oklahoma, to wit:

That part of Lot 5, Block 1, Yukon Village Addition, an addition to Yukon, Canadian County, Oklahoma, described as follows:

Beginning at the northeast corner of said Lot 5, thence S00°15'21"E, 2.36 feet along the east line of said Lot 5; thence S63°49'39"W, 74.29 feet; thence S28°46'16"W, 98.05 feet; thence N89°40'09"W, 167.86 feet; thence N00°19'51"E, 20.00 feet; thence S89°40'09"E, 155.95 feet; thence N28°46'16"E, 92.45 feet; thence N63°49'39"E, 45.78 feet to a point on the north line of said Lot 5; thence S89°40'28"E, 40.07 feet along said north line to the **Point of Beginning**.

Basis of Bearing for this description is the east line of Lot 5, Block 1, Yukon Village Addition, an addition to Yukon, Canadian County, Oklahoma. The East line of said Lot 5 having a platted bearing of S00°15'21"E.

And said party is hereby granted the right to enter upon said premises at any time for the purposes of constructing, operating, maintaining, and repairing their utilities.

IN WITNESS WHEREOF: The first party has signed these presents the day and year first written.

WANAMAKER YUKON, L.C., an Oklahoma limited liability company

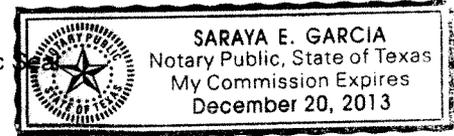
By: [Signature]
JAMES L. WALKER, DEVELOPMENT MANAGER
Wanamaker Yukon, L.C., an Oklahoma limited liability company

STATE OF TEXAS)
) ss:
HARRIS COUNTY)

Appeared before me, a Notary Public in and for the County and State on this 19th day of May, 2011 personally appeared **JAMES L. WALKER, DEVELOPMENT MANAGER, WANAMAKER YUKON, L.C., an Oklahoma limited liability company**, to me known to be the identical person(s) who signed the name of the maker thereof to the within and foregoing instrument as property owner(s), and acknowledged to me that said person executed the same as a free voluntary act and deed for the uses and purposes therein set forth. Given under my hand and seal the day and year last above written.

My Commission Expires: 12/20/2013

[Signature] Notary Public

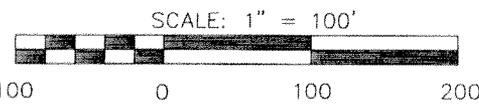
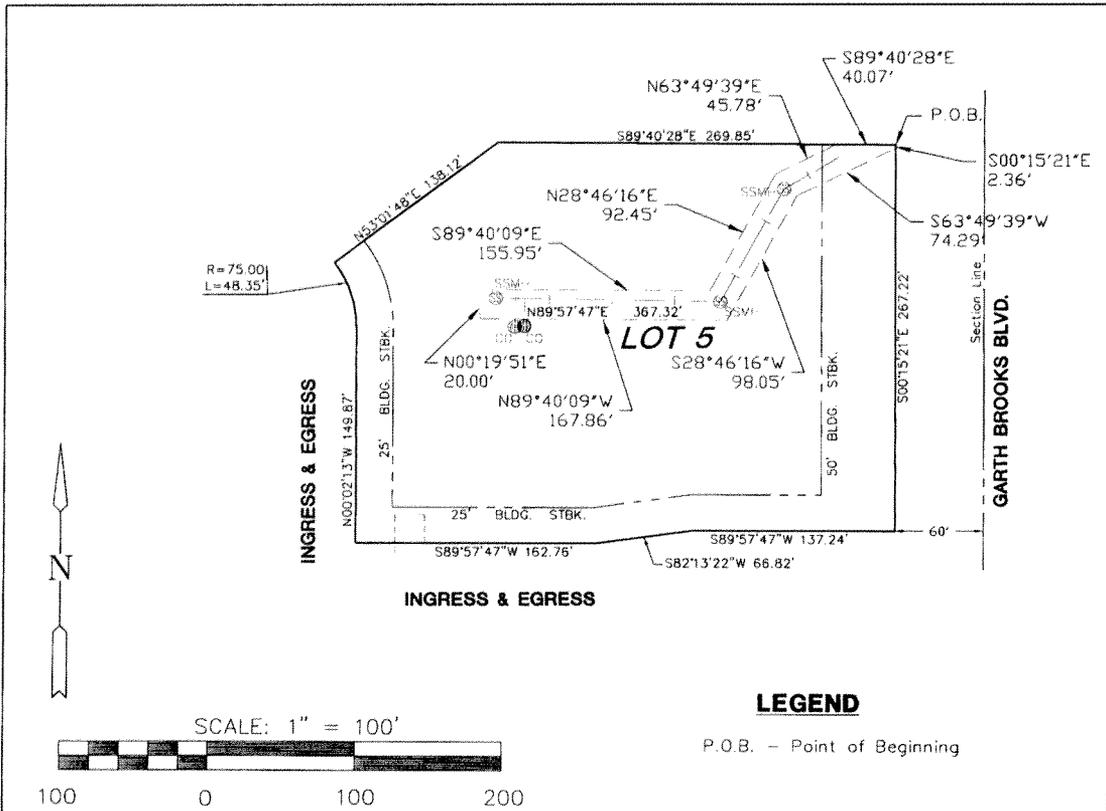


ACCEPTED by the Council of the City of Yukon this _____ day of _____, 20____

APPROVED as to form:

City Attorney

City Clerk



LEGEND

P.O.B. - Point of Beginning

LEGAL DESCRIPTION:

That part of Lot 5, Block 1, Yukon Village Addition, an addition to Yukon, Canadian County, Oklahoma, described as follows:

Beginning at the northeast corner of said Lot 5, thence S00°15'21"E, 2.36 feet along the east line of said Lot 5; thence S63°49'39"W, 74.29 feet; thence S28°46'16"W, 98.05 feet; thence N89°40'09"W, 167.86 feet; thence N00°19'51"E, 20.00 feet; thence S89°40'09"E, 155.95 feet; thence N28°46'16"E, 92.45 feet; thence N63°49'39"E, 45.78 feet to a point on the north line of said Lot 5; thence S89°40'28"E, 40.07 feet along said north line to the Point of Beginning.

Basis of Bearing for this description is the east line of Lot 5, Block 1, Yukon Village Addition, an addition to Yukon, Canadian County, Oklahoma. The East line of said Lot 5 having a platted bearing of S00°15'21"E.

This description was prepared from the public record on May 10, 2011 by Allen D. Lowry, PLS 1573, MKEC Engineering Consultants, Inc. Certificate of Authorization Number CA 2958, expires on June 30, 2011.

Allen D. Lowry

 May 11, 2011

MKEC Engineering Consultants, Inc.
 1000 W. Wilshire, Suite 401
 Oklahoma City, Ok. 73116
 405-842-8558

I:\MAPS\2010\10411 LOT 5 YUKON VIL\DWG\EXHIBIT\LOT 5 SE EASEMENT.DWG

THIS TRACT EXHIBIT DOES NOT CONSTITUTE A BOUNDARY SURVEY PLAT

MKEC		
ENGINEERING CONSULTANTS, INC.		
YUKON VILLAGE - SAN SEW EASEMENT		
PROJECT NAME		
EXHIBIT - LOT 5		
SHEET TITLE		
ADL DESIGN BY.	DSN DRAWN BY.	ADL CHECKED BY.
1000 W. WILSHIRE, STE 401 OKLAHOMA CITY, OK 73116 405 - 842 - 8558 CA#2958 EXPIRES 6/30/11	MAY 2011 DATE	10411 JOB NO.
		1 / 1 SHEET/OF

UTILITY EASEMENT

THIS EASEMENT made this 19th day of May, 2011, by the **Wanamaker Yukon, L.C., an Oklahoma limited liability company** of the first part and the **CITY OF YUKON, OKLAHOMA**, of the second part.

WITNESSED: That the said first party, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the said second party a perpetual right of way and easement, for the purpose of constructing, maintaining and repairing their utilities, along and under the following described real estate situated in Canadian County, Oklahoma, to wit:

That part of Lot 5, Block 1, Yukon Village Addition, an addition to Yukon, Canadian County, Oklahoma, described as follows:

Beginning at the northeast corner of said Lot 5, thence S00°15'21"E, 2.36 feet along the east line of said Lot 5; thence S63°49'39"W, 74.29 feet; thence S28°46'16"W, 98.05 feet; thence N89°40'09"W, 167.86 feet; thence N00°19'51"E, 20.00 feet; thence S89°40'09"E, 155.95 feet; thence N28°46'16"E, 92.45 feet; thence N63°49'39"E, 45.78 feet to a point on the north line of said Lot 5; thence S89°40'28"E, 40.07 feet along said north line to the **Point of Beginning**.

Basis of Bearing for this description is the east line of Lot 5, Block 1, Yukon Village Addition, an addition to Yukon, Canadian County, Oklahoma. The East line of said Lot 5 having a platted bearing of S00°15'21"E.

And said party is hereby granted the right to enter upon said premises at any time for the purposes of constructing, operating, maintaining, and repairing their utilities.

IN WITNESS WHEREOF: The first party has signed these presents the day and year first written.

WANAMAHER YUKON, L.C., an Oklahoma limited liability company

By:

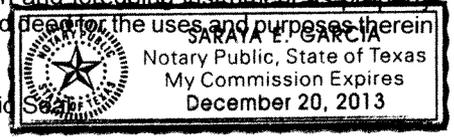
[Signature]
JAMES L. WALKER, DEVELOPMENT MANAGER
Wanamaker Yukon, L.C., an Oklahoma limited liability company

STATE OF TEXAS)
) ss:
HARRIS COUNTY)

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My Commission Expires: 12/20/2013

[Signature]
Notary Public

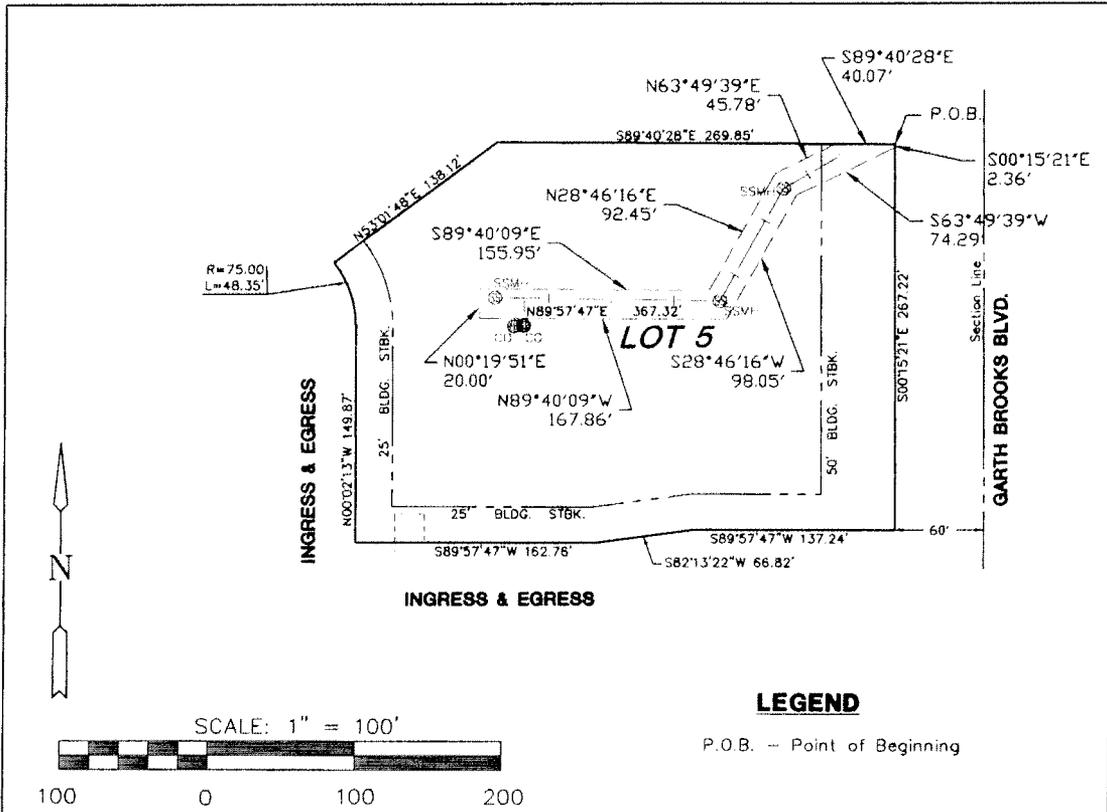


ACCEPTED by the Council of the City of Yukon this _____ day of _____, 20____

APPROVED as to form:

City Attorney

City Clerk



LEGAL DESCRIPTION:

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This description was prepared from the public record on May 10, 2011 by Allen D. Lowry, PLS 1573, MKEC Engineering Consultants, Inc. Certificate of Authorization Number CA 2958, expires on June 30, 2011.

ALLEN D. LOWRY

 REGISTERED PROFESSIONAL LAND SURVEYOR

 NO. 1573

 OKLAHOMA

 MAY 11, 2011

MKEC Engineering Consultants, Inc.
 1000 W. Wilshire, Suite 401
 Oklahoma City, Ok. 73116
 405-842-8558

I:\MAPS\2010\10411 LOT 5 YUKON VIL\DWG\EXHIBIT\LOT 5 SS EASEMENT.DWG

THIS TRACT EXHIBIT DOES NOT CONSTITUTE A BOUNDARY SURVEY PLAT

MKEC		
ENGINEERING CONSULTANTS, INC.		
YUKON VILLAGE - SAN SEW EASEMENT		
PROJECT NAME		
EXHIBIT - LOT 5		
SHEET TITLE		
ADL DESIGN BY.	DSN DRAWN BY.	ADL CHECKED BY.
1000 W. WILSHIRE, STE 401 OKLAHOMA CITY, OK 73116 405-842-8558 CAP2958 EXPIRES 6/30/11	MAY 2011 DATE	10411 JOB NO.
		1 / 1 SHEET/TOT



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

From the Office of the
Community Development Director
Mitchell Hort

MEMO TO: City Manager & City Council

FROM: Mitchell Hort, Planning Director

DATE: May 20, 2011

RE: Request for a Revocable Permit from Wanamaker Yukon LC, Yukon Village Pad
2 Core & Shell, located at 1670 Garth Brooks Blvd.

Attached is the revocable permit application form and letters of no objection for Yukon Village Pad 2 Core & Shell revocable permit to cover the landscaping, parking lot & lighting for your review and recommendation for approval.

REVOCABLE PERMIT

This Revocable Permit made and entered into this 6th day of April, 20 11, by and between THE CITY OF YUKON, hereinafter called City, and Wanamaker Yukon LC, owner hereinafter called Second Party.

WITNESSETH:

WHEREAS, the Second Party desires to erect, construct, and maintain Yukon Village -Pad 2 Core & Shell over, under, or on a portion of the public way or easement, or City owned property at 1670 Garth Brooks Blvd. in Yukon, Oklahoma.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, it is mutually agreed by the parties hereto as follows:

1. First Party hereby grants Second Party a Revocable Permit for the purpose of erection, construction, and maintenance of (a) landscaping, handicap parking, lighting, etc. over, under, or on a portion of the public way or easement, or City owned property at 1670 Garth Brooks Blvd. in Yukon, Oklahoma, in accordance with the attached plan.

2. This Revocable Permit may be revoked by the City of Yukon at any time, as it may in its sole discretion, deem necessary. Revocation shall be by written order of Revocation.

3. Second Party agrees to erect, construct, and maintain said landscaping, handicap parking, lighting, etc in a safe and proper manner, with an attractive appearance, and further agrees to defend, protect, and save harmless the City, from any and all damages, claims, or causes of action whatsoever arising out of the erection, construction, maintenance, and existence of said structure(s) and/or improvement(s).

4. It is mutually agreed and understood between the parties hereto that by reason of the issuance of this permit, the Second Party acquires no property or contract rights and it is further agreed and understood that this Revocable Permit may be revoked or canceled at the discretion of the City at any time.

5. Second Party agrees that in the event of revocation, it will comply with the revocation order and will promptly restore the above described premises to the original condition at its own expense. It is expressly agreed and understood between parties hereto that should it become necessary to remove the structure(s) and/or improvement(s) permitted herein in whole or in part as to allow the City to utilize its easement or property in any manner permitted by law, the City shall not be deemed responsible for any loss suffered by reason of such removal. Further, Second Party agrees and understands that he acts at his own risk erecting or constructing said structure(s) and/or improvement(s) within, over, under, or upon the City's public way, easement or property. The Second Party further agrees and understands that the Revocable Permit granted hereby is in no manner intended to convey any vested or other interest whatsoever in the subject public way, easement, or property nor shall it be so construed.

6. Second Party agrees that all construction within the right-of-way, easement, or City owned property will be in accordance with City standard specifications and all disturbed areas to be restored to their original condition, which shall include, but be limited to, backfilling all trenches, fill all holes caused by shrinkage, and cover all sodded areas with slab sod.

7. Second Party shall be responsible for locating and protecting all existing utilities and other improvements within the City right-of-way. Contact OKIE at 840-5032 to locate utility improvements. Contact the Public Works Department at 354-2121 for locating Sanitary Sewer and Water Lines.

8. Second Party shall be responsible for replacing all traffic control devices that are damaged, destroyed or removed during construction. Devices shall be in conformance with the "Manual on Uniform Traffic Control Devices." For traffic conduit location contact Public Works at 354-2121, two business days prior to construction.

9. Second Party shall not assign or transfer this Revocable Permit without written approval of the manager of the City or his designee.

10. If application pertains to the placement of private water or sanitary sewer service lines, the following shall apply:

- a. Second Party shall, at his expense, disconnect his private line and reconnect to the City main, should the City construct or cause another to construct a main which will serve the Second Party's premises,
- b. Second Party shall, at his expense, relocate his private line should the right-of-way be needed for City or public purposes.

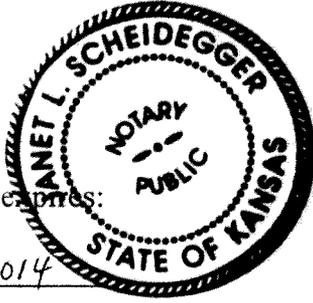
11. Second Party agrees that this Revocable Permit is subject to the following conditions:

- a. Second Party shall Not Applicable

Carola Buxlerman
Witness

J R Unger
Second Party Jeffrey L. Unger, Manager
of Wanamaker Yukon, LC

Subscribed and sworn to before me, a Notary Public, this 6th day of April, 2011.



Janet L. Scheidegger
Notary Public

My commission expires:

5/05/2014

APPROVED as to form and legality this _____ day of _____, 20__.

Municipal Counselor

REVIEWED AND APPROVED by the Council of THE CITY OF YUKON this _____ day of _____, 20__.

MAYOR

ATTEST:

City Clerk

Date: _____

The purpose of this letter is to confirm that I am the owner of the property at 1670 Garth Brooks Blvd, and that I have no objection to the installation of a private landscaping handicap parking etc on the right-of-way and/or (lighting) easement along Garth Brooks Blvd to serve the adjacent/adjoining property.

NAME (PRINT OR TYPE): Jeff Ungerer

Signature: J. Ungerer

Phone No. (Optional) _____



4/29/2011
McPherson G.C.
Attn: Bill Boatright
3501 SW Fairlawn Road
Topeka, KS 66614

RE: Request for letter of no objection to the construction of a building, curb and guttering and parking facilities on Pad 2, Yukon Village, Yukon, OK

VIA E-MAIL

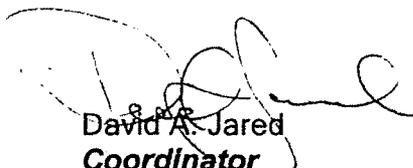
Dear Mr. Boatright:

We have inspected the site in question and have determined that our electric lines will not be seriously impacted by your project. Therefore, we have no objection to its construction, subject to the following conditions:

1. You must be responsible for notifying "OKIE ONE CALL" to have underground facilities located and maintaining proper clearance from all OG+E facilities.
2. You accept sole responsibility for any disturbance to or destruction of OG+E property, along with the risk and expenses associated therewith.
3. OG+E shall retain the right to maintain its facilities with no encumbrances from said installation.

Should you have any questions, please feel free to contact me at (405)553-4507 or on my cell at 590-6262 and we appreciate your cooperation in this matter.

Sincerely,



David A. Jared
Coordinator
Land Management Services
OG&E



Bryan Brown
Manager – Engineering & Design
7001 NW 23rd Street
Bethany, OK 73008

T: 405.291.3243
F: 405.491.7440
bb8652@att.com

April 18, 2011

Subject: Letter of no objection.

To whom it may concern,

AT&T has no objection to the construction of Landscaping, Handicap Parking, Lighting, etc., at 1670 Garth Brooks Blvd. Yukon Ok, 73099. We do have facilities in the area. AT&T will not release McPherson Development Co. Inc or the City of Yukon from any liabilities for claims, demands, or damages resulting from any work in this area. Call 811 to locate all utilities.

Should you have any questions or need other assistance, please feel free to contact me.

Thank you,

A handwritten signature in black ink, appearing to read "BB", written over a horizontal line.

**Bryan Brown
Manager-Engineering Design**



**OKLAHOMA
NATURAL GAS**

A DIVISION OF ONEOK

April 13, 2011

Deborah A. Pruett
McPherson Development Co., Inc.
3501 SW Fairlawn Rd, Ste. 100
Topeka, KS
66614

To whom it may concern:

LETTER OF NO OBJECTION FOR A REVOCABLE PERMIT TO INSTALL
LANDSCAPING, HANDICAP PARKING, LIGHTING, ETC. AT 1670 GARTH
BROOKS BLVD.
YUKON, OK
SW/4, SEC 29, T12N, R5W

Oklahoma Natural Gas Company does not object to the city of Yukon issuing a permit
for the purpose described above.

We do have existing natural gas distribution mains within the effected areas. We do
request that the Okie One-Call System (840-5032) be contacted a minimum of forty-eight
(48) hours prior to any construction being done. We also ask that you allow a two-foot
(2') separation from any of our lines and future access to stated gas lines. If you should
need any of our lines relocated to accommodate your excavation an estimate will be
prepared for you.

If we can be of further assistance, please let us know.

Sincerely,

David V Haggard
Senior Field Specialist

OKLAHOMA NATURAL GAS
680 E. Hwy 152, Mustang, OK 73064-4617
Post Office Box 401, Mustang, OK 73101-0401
405-551-6588, Fax 405-376-0432
www.oklahomanaturalgas.com



April 18, 2011

McPherson Development Co., Inc.
Developers - General Contractors
3501 SW Fairlawn Road, Suite 100
Topeka, Kansas 66614-3928

Attn: Debbie Pruet

Re: Yukon Village - Pad 2 Core & Shell 1670 Garth Brooks Blvd, Yukon, OK 73099

To Whom It May Concern:

Cox Communications, has no objection to the City of Yukon granting a revocable permit to allow the site construction of entrance signage, irrigation and landscaping in and or around the utility easements.

Prior to beginning any digging and/ or trenching activities, please call OKIE-ONE 1-800-522-6543 for exact location of our facilities. Cost to repair ANY Cox Communications facility damage caused during construction of this project will be the responsibility of the damaging party. If any future repairs are necessary Cox Communications is not responsible for any damages to any structures placed on or in the utility easements.

If you have any question or concerns, please feel free to contact our office at (405) 600-6336 or email jodie.finney@cox.com.

Sincerely,

A handwritten signature in cursive script that reads "Jodie Finney".

Jodie Finney
Right-of-Way Agent



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

**From the Office of the
Asst. Public Works Director
Bill Stover**

May 19, 2011

McPherson Development Co., Inc
McPherson Contractors, Inc.
Attn: Deborah A Pruett
3501 SW Fairlawn Rd, Ste. 100
Topeka, KS 66614
1-785-273-3882, Ext. 119

Dear Ms. Pruett,

We are in receipt of your request for a revocable permit for landscaping, irrigation and lighting for the Yukon Village-Pad 2, located at 1670 S Garth Brooks Blvd, Yukon, OK, 73099, legal's being T12N, R5W, S30, NE/4.

After reviewing the plans and easements that Community Development has, the City of Yukon will have no objection for the revocable permit. However, if we ever have to make any emergency repairs to either our water main or sewer main, the current owner of the property will be responsible for any damages that may occur to any landscaping, irrigation or lighting, not the City of Yukon.

If you have any questions, please contact me at 405-202-0969.

Sincerely,

Bill Stover
Asst. Public Works Director
City of Yukon

Cc: Permit file
Mitchell Hort

BS/tls

CITY OF YUKON

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