

Yukon CITY COUNCIL AGENDA

August 2, 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 / Yukon Municipal Authority Work Session
Conference Room - Centennial Building - 12 South 5th Street
August 2, 2011 - 6:00 p.m.

Please note the new start times: Study Session, 6:00 pm, and City Council Meeting, 7:00 pm.

- 1. Information regarding proposed sanitation operations changes - Grayson Bottom and Matt Maly**

City Council - Municipal Authority Agendas

August 2, 2011 - 7:00 p.m.

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

The City of Yukon strives to accommodate the needs of all citizens, including those who may be disabled. If you would like to attend this Council meeting but find it difficult to do so because of a disability or architectural barrier, please contact City Hall at 354-1895. We will make a sincere attempt to resolve the problem. If you require a sign-language interpreter at the meeting, please call or notify City Hall, 500 West Main, by noon, August 1, 2011.

Invocation: Pastor Bob Younts, First United Methodist Church

Flag Salute:

Roll Call: John Alberts, Mayor
Nick Grba, Vice-Mayor
Bob Bradway, Council Member
Ken Smith, Council Member
Dewayne Maxey, Council Member

Presentations and Proclamations

Visitors

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

1A. YMA Consent Docket

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

The City Manager recommends a motion to approve:

- A) The minutes of the regular meeting of July 19, 2011
- B) Payment of material claims in the amount of \$136,870.69

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 July 19, 2011
- B) Payment of material claims in the amount of \$458,981.29
- C) Payment of material claims to Brewer Construction in the amount of \$200,869.41
- D) The renewal of the existing Natural Gas Sales Agreement with Clearwater Enterprises for the term April 1, 2011 through March 31, 2012
- E) An increase in Yukon Public Library fines from \$0.05 per day per item / \$2.00 maximum per card, to \$0.10 per day per item / \$5.00 maximum, as recommended by the Library Board
- F) The appointment of Rebecca Parker to the Ward 2 Traffic Commission seat, as nominated by John Alberts
- G) Setting the date for the next regular Council meeting for August 16, 2011, 7:00 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 nominating and selecting one Member and one Alternate for the following boards and Committees of the Association of Central Oklahoma Governments (ACOG): ACOG Board of Directors, Intermodal Transportation Policy Committee (ITPC), Garber Wellington Policy Committee (GWPC), and 9-1-1 Association Board of Directors**

ACTION _____

- 4. **Consider approving a reassignment of the lease on the Snyder Building, 10 W. Main Street, to Joe Carson and Phil Carson**

ACTION _____

- 5. **Consider approving a contract with OK.gov to deliver and host an internet Bill Pay module to facilitate credit card and Electronic Funds Transfers (EFT) payments for City services**

ACTION _____

6. **Consider approving Ordinance No. 1268, an Ordinance which provides amendment to the Code of Ordinances of the City of Yukon, Oklahoma by amending Appendix A-zoning ordinance by amending Sections 605.9, 605.93, 605.95, 605.954, 605.955, 605.957, 605.981, 605.982 and 605.987 Planned Unit Development Supplemental District-Commercial, providing for purpose of Planned Unit Development Supplemental District; providing for: a Master Development Plan; site review requirements; consideration for location of trees; PUD area of not less than two acres; site illumination; substitution of Community Development Director for Zoning Administration; developer to provide contact information; information required for Design Statement; fee for deviations; renumbering; and declaring an Emergency.**

ACTION _____

7. **Consider approving the Emergency Clause of Ordinance No. 1268**

ACTION _____

8. **City Manager's Report – Information items only**
9. **New Business**
10. **Council Discussion**
11. **Adjournment**

**Yukon Municipal Authority Minutes
July 19, 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 July 5, 2011
- B) Payment of material claims in the amount of \$437,962.92

The motion to approve the YMA Consent Docket, consisting of the approval of the minutes of the regular meeting of July 5, 2011, and payment of material claims in the amount of \$437,962.92, was made by Trustee Maxey and seconded by Trustee Bradway.

The vote:

AYES: Maxey, Bradway, Alberts, Smith

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.

Brewer Construction Co. PO Box 82485
~~3501 SW 8th St.~~ *Oklahoma City, OK 73148* 81-9130-16-2
 CREDITOR TRUST NO.

ITEM	PURPOSE	ITEM NO.	AMOUNT
<i>8/2/11</i>	<i>Yukon Fire Station</i>	<i>826,428.25</i>	

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



July 20, 2011

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

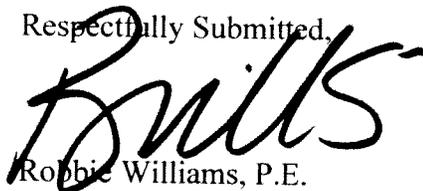
**Re: 2008 Yukon Concrete, Asphalt Paving W/Drainage, Water & Sewer Contract
Yukon Fire Station**

Dear Mr. Malmfeldt,

Please find attached Brewer Construction Company Yukon Claim # 2011-29 in an amount of \$26,428.25 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 73188
 PO Box 82485 - Oklahoma City, OK 73148
 405-757-4962
 Fax 405-495-8972

July 19th, 2011

Yukon

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

Rayson Patton

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

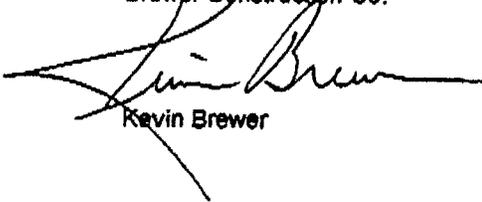
Yukon Claim # 2011- 29

Yukon Fire Station
 ESTIMATE # 6 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	125.4 cy	\$	448.20 \$	56,204.28
Reinforcing steel	13430 lbs	\$	1.32 \$	17,727.60
18" RCP O-ring	396 lf	\$	53.81 \$	21,308.76
24" rcp o-ring	390 lf	\$	62.06 \$	24,203.40
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'	888 lf	\$	12.62 \$	11,206.56
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 1108	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	4 ea	\$	1,243.20 \$	4,972.80
Manhole ring & lid	6 ea	\$	282.53 \$	1,695.18

3" pvc sanitary sewer line	310 lf	\$	18.60	\$	5,766.00
6" PVC Sanitary Sewer	166 lf	\$	15.00	\$	2,490.00
4" Riser Pipe	485 lf	\$	9.00	\$	4,185.00
8x4" Sewer Wye	1 ea	\$	67.00	\$	67.00
Sanitary sewer line testing	476 lf	\$	1.88	\$	894.88
Solid slab sod 200sy-2000sy	0 sy	\$	2.52	\$	-
CICI okc std 2-0	2 ea	\$	1,822.80	\$	3,645.60
Grated street inlet	3 ea	\$	15,940.80	\$	47,822.40
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	1518.22 ton	\$	28.80	\$	43,724.74
Saw cutting	36 lf	\$	5.40	\$	194.40
ODOT type A aggregate base	0 ton	\$	32.40	\$	-
Filter fabric silt fence	1675 lf	\$	3.00	\$	5,025.00
2'-8" Concrete comb. curb& gutter 6" barrier	0 lf	\$	20.40	\$	-
				Total Work Complete	\$ 297,000.36
				Material On Hand	\$ -
				Less 5 %	\$ (14,850.01)
				Less Previously Paid	\$ (255,722.10)
				Total Due Est. # 6	\$ 26,428.25

Thank You
Brewer Construction Co.



Kevin Brewer

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

PAYMENT REQUISITION
 YUKON MUNICIPAL AUTHORITY
 CONSTRUCTION FUND
 Project Account

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

FROM: Yukon Municipal Authority

DATE:

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

*PSI, Inc.
 16707 Collections Center Dr.
 Chicago, IL 60693*

81-9130-16-2
 TRUST NO.

CREDITOR

ITEM		ITEM NO.
<i>8/2/2011</i>	<i>Yukon Fire Station Pressure Testing</i>	<i>\$ 4,115 ³⁵/₁₀₀</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



July 12, 2011

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

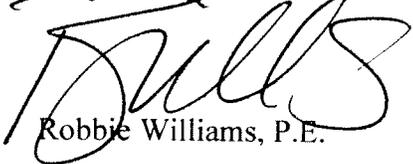
**Re: Yukon Fire Station
2010 Revenue Bond**

Dear Mr. Malmfeldt,

Please find attached PSI, Inc. Invoice # BR00109488 in an amount of \$4,115.35 which we recommend payment. The total amount recommended to be paid to date for material testing is \$17,902.21 which includes this pay claim. The project budget for this work is \$30,000.

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

Respectfully Submitted,



Robbie Williams, P.E.

RW/js

Attachment

cc: File A167/Pay Claims - PSI



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

Federal ID 37-0962090

Professional Service Industries, Inc.
 www.psiusa.com

TRIAD DESIGN GROUP
 3020 NW 149TH STREET
 OKLAHOMA CITY OK 73134

CITY OF YUKON
 PO BOX 850500
 YUKON, OK 73085

*YOK
 PWS*

Grayson Bottom

Customer #	Purchase Order	Project Number	Date	Invoice #	Page
913942		0546463	06/30/11	BR 00109488	0001

Project: YUKON FIRE STATION

Date	Work Order Nbr	Description	Quantity	Unit Cost	Amount
05/13/11	0546463-44	SAMPLE/CYL PICKUP (HR)	2.50	54.25	135.63
05/13/11	0546463-44	TRIP CHARGE (EA)	1.00	26.25	26.25
05/16/11	0546463-44	ENGINEERING TECH, CON (HR)	3.00	54.25	162.75
05/16/11	0546463-44	TRIP CHARGE (EA)	1.00	26.25	26.25
05/16/11	0546463-44	TEST EVAL-REPORT REVIEW	.30	124.50	37.35
05/16/11	0546463-45	CON, COMPST-6X12" CYL (EA)	4.00	19.25	77.00
05/16/11	0546463-45	TEST EVAL-REPORT REVIEW	.30	124.50	37.35
05/17/11	0546463-46	ENGINEERING TECH, CON (HR)	3.00	54.25	162.75
05/17/11	0546463-46	TRIP CHARGE (EA)	1.00	26.25	26.25
05/17/11	0546463-46	TEST EVAL-REPORT REVIEW	.30	124.50	37.35
05/17/11	0546463-46	CON, COMPST-6X12" CYL (EA)	4.00	19.25	77.00
05/17/11	0546463-46	TEST EVAL-REPORT REVIEW	.30	124.50	37.35
05/18/11	0546463-47	SAMPLE/CYL PICKUP (HR)	2.00	54.25	108.50
05/18/11	0546463-47	TRIP CHARGE (EA)	1.00	26.25	26.25
05/19/11	0546463-45	ENGINEERING TECH, CON (HR)	3.00	54.25	162.75
05/19/11	0546463-45	TRIP CHARGE (EA)	1.00	26.25	26.25
05/19/11	0546463-45	TEST EVAL-REPORT REVIEW	.30	124.50	37.35
				Invoice Total:	*Continued*

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

To assure proper credit to your account, please return this remittance stub with your check made payable to PSI.

Please mail remittance to:

Customer #	Invoice #	Project Number	Amount Enclosed
913942	BR 00109488	0546463	

Professional Service Industries, Inc.
 16707 Collections Center Drive
 Chicago, IL 60693



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

Federal ID 37-0962090

Professional Service Industries, Inc.
 www.psiousa.com

TRIAD DESIGN GROUP
 3020 NW 149TH STREET
 OKLAHOMA CITY OK 73134

CITY OF YUKON
 PO BOX 850500
 YUKON, OK 73085

Customer #	Purchase Order	Project Number	Date	Invoice #	Page
913942		0546463	06/30/11	BR 00109488	0002

Project: YUKON FIRE STATION

Date	Work Order Nbr	Description	Quantity	Unit Cost	Amount
05/20/11	0546463-49	SAMPLE/CYL PICKUP (HR)	2.00	54.25	108.50
05/20/11	0546463-49	TRIP CHARGE (EA)	1.00	26.25	26.25
05/23/11	0546463-50	ENGINEERING TECH, CON (HR)	3.00	54.25	162.75
05/23/11	0546463-50	TRIP CHARGE (EA)	1.00	26.25	26.25
05/23/11	0546463-50	TEST EVAL-REPORT REVIEW	.30	124.50	37.35
05/23/11	0546463-50	CON, COMPST-6X12" CYL (EA)	4.00	19.25	77.00
05/23/11	0546463-50	TEST EVAL-REPORT REVIEW	.30	124.50	37.35
05/24/11	0546463-51	SAMPLE/CYL PICKUP (HR)	2.00	54.25	108.50
05/24/11	0546463-51	TRIP CHARGE (EA)	1.00	26.25	26.25
06/01/11	0546463-52	ENGINEERING TECH, CON (HR)	3.00	54.25	162.75
06/01/11	0546463-52	TRIP CHARGE (EA)	1.00	26.25	26.25
06/01/11	0546463-52	TEST EVAL-REPORT REVIEW	.30	124.50	37.35
06/01/11	0546463-52	CON, COMPST-6X12" CYL (EA)	4.00	19.25	77.00
06/01/11	0546463-52	TEST EVAL-REPORT REVIEW	.30	124.50	37.35
06/02/11	0546463-53	SAMPLE/CYL PICKUP (HR)	2.00	54.25	108.50
06/02/11	0546463-53	TRIP CHARGE (EA)	1.00	26.25	26.25
06/03/11	0546463-54	ENGINEERING TECH, CON (HR)	3.00	54.25	162.75
				Invoice Total:	*Continued*

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

To assure proper credit to your account, please return this remittance stub with your check made payable to PSI.

Please mail remittance to:

Customer #	Invoice #	Project Number	Amount Enclosed
913942	BR 00109488	0546463	

Professional Service Industries, Inc.
 16707 Collections Center Drive
 Chicago, IL 60693



Engineering • Consulting • Testing

Professional Service Industries, Inc.

www.psiusa.com

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

Federal ID 37-0962090

TRIAD DESIGN GROUP
3020 NW 149TH STREET
OKLAHOMA CITY OK 73134

CITY OF YUKON
PO BOX 850500
YUKON, OK 73085

Customer #	Purchase Order	Project Number	Date	Invoice #	Page
913942		0546463	06/30/11	BR 00109488	0003

Project: YUKON FIRE STATION

Date	Work Order Nbr	Description	Quantity	Unit Cost	Amount
06/03/11	0546463-54	TRIP CHARGE (EA)	1.00	26.25	26.25
06/03/11	0546463-54	TEST EVAL-REPORT REVIEW	.30	124.50	37.35
06/03/11	0546463-54	CON, COMPST-6X12" CYL (EA)	4.00	19.25	77.00
06/03/11	0546463-54	TEST EVAL-REPORT REVIEW	.30	124.50	37.35
06/04/11	0546463-55	SAMPLE/CYL PICKUP OT (HR)	2.00	81.38	162.76
06/04/11	0546463-55	TRIP CHARGE (EA)	1.00	26.25	26.25
06/09/11	0546463-56	ENGINEERING TECH, CON (HR)	3.00	54.25	162.75
06/09/11	0546463-56	TRIP CHARGE (EA)	1.00	26.25	26.25
06/09/11	0546463-56	TEST EVAL-REPORT REVIEW	.30	124.50	37.35
06/09/11	0546463-56	CON, COMPST-6X12" CYL (EA)	4.00	19.25	77.00
06/09/11	0546463-56	TEST EVAL-REPORT REVIEW	.30	124.50	37.35
06/10/11	0546463-57	SAMPLE/CYL PICKUP (HR)	2.00	54.25	108.50
06/10/11	0546463-57	TRIP CHARGE (EA)	1.00	26.25	26.25
06/14/11	0546463-58	ENGINEERING TECH, SOIL (HR)	3.00	54.25	162.75
06/14/11	0546463-58	TRIP CHARGE (EA)	1.00	26.25	26.25
06/14/11	0546463-58	NUCLEAR DENSITY EQP (DAY)	1.00	37.00	37.00
06/14/11	0546463-58	TEST EVAL-REPORT REVIEW	.30	124.50	37.35
				Invoice Total:	*Continued*

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

To assure proper credit to your account, please return this remittance stub with your check made payable to PSI.

Please mail remittance to:

Customer #	Invoice #	Project Number	Amount Enclosed
913942	BR 00109488	0546463	

Professional Service Industries, Inc.
16707 Collections Center Drive
Chicago, IL 60693



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CITY OF YUKON
 PO BOX 850500
 YUKON, OK 73085

Customer #	Purchase Order	Project Number	Date	Invoice #	Page
913942		0546463	06/30/11	BR 00109488	0004

Project: YUKON FIRE STATION

Date	Work Order Nbr	Description	Quantity	Unit Cost	Amount
06/16/11	0546463-59	ENGINEERING TECH, CON OT (HR)	3.00	81.37	244.11
06/16/11	0546463-59	TRIP CHARGE (EA)	1.00	26.25	26.25
06/16/11	0546463-59	TEST EVAL-REPORT REVIEW	.30	124.50	37.35
06/16/11	0546463-59	CON, COMPST-6X12" CYL (EA)	4.00	19.25	77.00
06/16/11	0546463-59	TEST EVAL-REPORT REVIEW	.30	124.50	37.35
06/17/11	0546463-60	SAMPLE/CYL PICKUP (HR)	2.00	54.25	108.50
06/17/11	0546463-60	TRIP CHARGE (EA)	1.00	26.25	26.25
Invoice Total:					4,115.35
Balance Due:					4,115.35

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

To assure proper credit to your account, please return this remittance stub with your check made payable to PSI.

Please mail remittance to:

Customer #	Invoice #	Project Number	Amount Enclosed
913942	BR 00109488	0546463	

Professional Service Industries, Inc.
 16707 Collections Center Drive
 Chicago, IL 60693

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.

*J. Reynolds & Co. Inc.
 PO Box 161308
 Ft. Worth, TX 76161*

81-9130-16-2
 TRUST NO.

CREDITOR

ITEM		ITEM NO.
<i>8/2/2011</i>	<i>DRL ROOF</i>	<i># 106,327⁰⁹</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

ARCHITECTURE

PLANNING

CONSULTING

July 28, 2011

City of Yukon

Attn: Mitch Hort

P.O. Box 850500

Yukon, OK 73085

Re: Pay Application No.2, J. Reynolds & Company, Dale Robertson Community Center, Roof Replacement.

Dear Mitch:

Please find attached two copies of Pay Application No. 2, from J. Reynolds & Company. for the above referenced project. We have reviewed the attached pay application and to the best of our knowledge and belief, find it in compliance with the contract documents and recommend approval of the payment in the amount of \$106,327.09, the amount certified.

If you should have any questions, please contact this office.

Respectfully,



Floyd Don Wicker, AIA, APA, CSI, CDT
President

FW/mw

File:

APPLICATION AND CERTIFICATION FOR PAYMENT

ALA DOCUMENT G702

PAGE ONE OF **2** PAGES
 Cust Type To Bill Invoice to:
 OWNER
 ARCHITECT
 CONTRACTOR

APPLICATION NO: **2**
 Date Started: Jun-02-2011
 Begin Invoice Date: Jun-11-2011
 Ending Invoice Date: Jul-15-2011

PROJECT NOS:
 Triad Design Group Project #: **E0950RC Roof Replacement**
 OUR JOB TYPE: **Built Up**

PROJECT DESCR: Dale Robertson Center Roof Replacement Project, 1200 Lakeshore Drive, Yukon, OK 73099
 Vis: Triad Design Group
 Attn: Floyd Wicker
 3020 NW 146th Street
 Oklahoma City, OK 73134

FROM CONTRACTOR:
 City of Yukon
 500 West Main Street
 Yukon, OK 73095
 J. Reynolds & Co., Inc.
 P.O. 161308
 Fort Worth, TX 76161
 (817) 306-9596

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

1. ORIGINAL CONTRACT SUM \$ 275,642.00
2. Net change by Change Orders \$ 2,900.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 278,442.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 278,442.00

- RETAINAGE:
- a. 5.00% % of Completed Work (Column D + E on G703) \$ 13,922.10
 - b. 5.00% % of Stored Material (Column F on G703) \$ 0.00

5. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 13,922.10
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 264,519.90
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 158,192.81
8. CURRENT PAYMENT DUE \$ 106,327.09
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 13,922.10

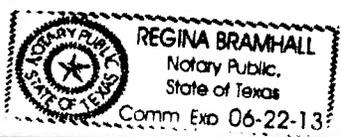
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$2,800.00	Contingency \$0.00
TOTALS	\$2,800.00	\$0.00
NET CHANGES by Change Order	\$2,800.00	

ALA DOCUMENT G702 APPLICATION AND CERTIFICATION FOR PAYMENT 1992 EDITION AUG 9 1992

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

P:\Project Management\JENNIFER\OK111013 - Dale Robertson Center Roof Replacement\Pay Applications\Pay Application #2 - Raged\011111

RAYMOND BOTTOM



CONTRACTOR: J. Reynolds & Co., Inc. - Matt Shipper
 By: *Matt Shipper* Date: 7/11/11
 State of: TEXAS County of: Tarrant
 Subscribed and sworn to before me this 11 day of July, 2011
 Notary Public: *[Signature]*
 My Commission expires: 06/22/13

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the 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.

AMOUNT CERTIFIED \$ 106,327.09

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

ARCHITECT: *[Signature]* Date: 7/29/11

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.

CONTINUATION SHEET

ALA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702 APPLICATION AND CERTIFICATION FOR PAYMENT containing Contractor's signed certification is attached in tabulations below amounts are stated to the nearest dollar Use Column 1 on Contracts where variable retainage for line items may apply.

OUR JOB NO. **OK111013** OUR JOB TYPE **Built Up**

APPLICATION NO. **2**

APPLICATION DATE **Jul-11-2011**

PERIOD TO **Jul-15-2011**

Project: **Dale Robertson Center Roof Replacement Project, 1200 Lakeshore Drive, Yukon, OK 73099**

ITEM NO.	DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (G - G)	I TODATE RETAINAGE AMOUNT
			E FROM PREVIOUS APPLICATION	F THIS PERIOD				
1	Mobilization	\$12,500.00	\$0.00	\$0.00		\$12,500.00	\$0.00	\$625.00
2	BUR Material	\$162,125.00	\$154,018.75	\$8,106.25		\$162,125.00	\$0.00	\$8,106.25
3	Sheet Metal Material	\$7,212.00	\$0.00	\$7,212.00		\$7,212.00	\$0.00	\$360.60
4	BUR Labor	\$65,283.00	\$0.00	\$65,283.00		\$65,283.00	\$0.00	\$3,264.15
5	Sheet Metal Labor	\$3,650.00	\$0.00	\$3,650.00		\$3,650.00	\$0.00	\$182.50
6	Misc., Rentals, & Equipment	\$13,715.00	\$0.00	\$13,715.00		\$13,715.00	\$0.00	\$685.75
7	Mechanical	\$11,157.00	\$0.00	\$11,157.00		\$11,157.00	\$0.00	\$557.85
8		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
9		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
10		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
11		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
12		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
13		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
14		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
15		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
16		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
17		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
18		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
19		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
20		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
21		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
21		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
22		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
22		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
23		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
BASE BID TOTALS		\$275,642.00	\$156,518.75	\$109,123.25	\$0.00	\$275,642.00	\$0.00	\$13,782.10

CHANGE ORDERS								
1	1/2" Tapped Crocks North Side of Penthouse	\$2,800.00	\$0.00	\$2,800.00		\$2,800.00	\$0.00	\$140.00
2		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
3		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
4		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
5		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
6		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
7		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
8		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
CHANGE ORDER TOTALS		\$2,800.00	\$0.00	\$2,800.00	\$0.00	\$2,800.00	\$0.00	\$140.00
GRAND TOTALS		\$278,442.00	\$166,518.75	\$111,923.25	\$0.00	\$278,442.00	\$0.00	\$13,922.10

Yukon City Council Minutes July 19, 2011

The Yukon City Council met in regular session on July 5, 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 John Knuppel.
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 Com, Acting Police Chief	Matt Maly, Public Works Director
Gary Cooper, Information Technology Director	

Public Hearing to Receive Input from the Public Regarding the 2011 CDBG Project
--

There were no participants.

Presentations and Proclamations

There were no presentations or proclamations.

•••

Visitors

Mr. George Smith of 1317 Von Elm Place presented several statistics detailing the growth in participation of players at the Yukon Soccer Club, as well as some actions the Club has taken to try and cope with their expanded needs. He also asked the City Council to consider assisting the Club with additional land, sod for fields at Taylor Park, and parking facilities.

Mayor Alberts inquired as to the funds the Club had in the bank, and Mr. Smith stated it was about \$12,000.00. Council Member Smith said he believed the City had shown willingness in the past to help the Soccer Club, and asked why fees were not raised. George Smith said fees were raised by \$5.00 recently but that the club did not want to discourage kids from participating due to cost.

Shannon Jacobs of 4701 Doe Run Drive also addressed the Council and said the Club had exhausted its capability to develop facilities at Taylor Park, and that the Club needs help with locations for kids to play. Mayor Alberts asked City Manager Bottom if there was anything he could share regarding Taylor Park. Mr. Bottom said he wasn't sure if sod was the answer, because he had been involved with sprigging projects which accomplished the desired result at much less cost. But he was concerned that any sod or sprigging wouldn't receive enough water due to the watering restrictions imposed by Oklahoma City.

Mayor Alberts also expressed concerns over the safety of soccer patrons parking along Highway 4 adjacent to the Ranchwood Fields.

City Attorney Segler advised Council that in order to have Council discussion on this topic, it needed to be placed on an agenda, as discussion cannot occur during the Visitors section of a meeting. Council Member Smith offered to make himself available for any questions or assistance he could answer or provide.

Danny Lafoon of 1059 Elm then addressed Council and gave examples of how the public was damaging improvements made by the Soccer Club at the Ranchwood Fields, including cutting locks and leaving golf balls on the field, which are dangerous to soccer players. Council Member Bradway stated that the fields are still a City Park, open to all residents, not owned by the Soccer Club but leased. Mayor Alberts noted Mr. Bradway's point.

(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 July 5, 2011
- B) Payment of material claims in the amount of \$437,962.92

The motion to approve the YMA Consent Docket, consisting of the approval of the minutes of the regular meeting of July 5, 2011, and payment of material claims in the amount of \$437,962.92, was made by Trustee Maxey and seconded by Trustee Bradway.

The vote:

AYES: Maxey, Bradway, Alberts, Smith

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 July 5, 2011
- B) Payment of material claims in the amount of \$304,388.11
- C) The renewal of the existing Radio System License Agreement with the City of Oklahoma City for the term July 1, 2011 through June 30, 2012
- D) An addendum to the Prisoner Public Works contract with the Oklahoma Department of Corrections, for the providing of ODOC inmates to be used for work on City of Yukon Public Works projects, amending the term of the agreement to expire on June 30, 2012
- E) Setting the date for the next regular Council meeting for August 2, 2011, 7:30 p.m., in the Council Chambers of the Centennial Building, 12 South Fifth Street

Council Member Maxey made a motion to withdraw Item E, setting the date for the next regular Council meeting for August 2, 2011, 7:30 p.m., in the Council Chambers of the Centennial Building, 12 South Fifth Street, for additional discussion; and to approve the remainder of the Consent Docket, consisting of the approval of the minutes of the regular meeting of July 5, 2011; payment of material claims in the amount of \$304,388.11; the renewal of the existing Radio System License Agreement with the City of Oklahoma City for the term July 1, 2011 through June 30, 2012; and an addendum to the Prisoner Public Works contract with the Oklahoma Department of Corrections, for the providing of ODOC inmates to be used for work on City of Yukon Public Works projects, amending the term of the agreement to expire on June 30, 2012, seconded by Council Member Bradway.

The vote:

AYES: Smith, Alberts, Maxey, Bradway

NAYS: None

VOTE: 4-0

MOTION CARRIED

Council Member Maxey then made a motion to amend the date for the next regular Council meeting to August 2, 2011, 7:00 p.m., in the Council Chambers of the Centennial Building, 12 South Fifth Street, seconded by Council Member Bradway.

The vote:

AYES: Bradway, Smith, Maxey, Alberts

NAYS: None

VOTE: 4-0

MOTION CARRIED

2. Report of Boards, Commissions and City Officials

There were no reports.

- 3. **Consider approving an expenditure of funds in an amount not to exceed \$70,000.00 for the City of Yukon's share of the chip-seal paving and intersection improvements of Cimarron Road, between Foreman Road and Wilshire Boulevard**

The motion to approve an expenditure of funds in an amount not to exceed \$70,000.00 for the City of Yukon's share of the chip-seal paving and intersection improvements of Cimarron Road, between Foreman Road and Wilshire Boulevard, was made by Council Member Bradway and seconded by Council Member Maxey.

The vote:
AYES: Bradway, Smith, Maxey, Alberts
NAYS: None
VOTE: 4-0
MOTION CARRIED

4. Consider approving an Agreement with the Board of County Commissioners of Canadian County, District #1, for drainage, oil, and chipping Cimarron Road between Foreman Road and Wilshire Boulevard

The motion to approve an Agreement with the Board of County Commissioners of Canadian County, District #1, for drainage, oil, and chipping Cimarron Road between Foreman Road and Wilshire Boulevard, was made by Council Member Maxey and seconded by Council Member Bradway.

The vote:
AYES: Maxey, Alberts, Bradway, Smith
NAYS: None
VOTE: 4-0
MOTION CARRIED

5. Consider approving an Interlocal Governmental Cooperation Agreement with the City of Piedmont, providing use of the Yukon jail, for the term of July 1, 2011 through June 30, 2012, at a rate of \$40.00 per day per prisoner

The motion to approve an Interlocal Governmental Cooperation Agreement with the City of Piedmont, providing use of the Yukon jail, for the term of July 1, 2011 through June 30, 2012, at a rate of \$40.00 per day per prisoner, was made by Council Member Maxey and seconded by Council Member Smith.

The vote:
AYES: Alberts, Bradway, Smith, Maxey
NAYS: None
VOTE: 4-0
MOTION CARRIED

6. Consider approving an Interlocal Governmental Cooperation Agreement with the City of Piedmont, providing after-hours emergency dispatch services, for the term of July 1, 2011 through June 30, 2012, at a rate of \$1,500.00 per month

The motion to approve an Interlocal Governmental Cooperation Agreement with the City of Piedmont, providing after-hours emergency dispatch services, for the term of July 1, 2011 through June 30, 2012, at a rate of \$1,500.00 per month, was made by Council Member Grba and seconded by Council Member Maxey. Council Member Smith asked if Piedmont was providing the needed hardware for this service and City Manager Bottom affirmed.

The vote:
AYES: Smith, Bradway, Alberts, Maxey
NAYS: None
VOTE: 4-0
MOTION CARRIED

7. Consider approving the Citizen Participation Plan for the 2011 Community Development Block Grant Application

The motion to approve the Citizen Participation Plan for the 2011 Community Development Block Grant Application, was made by Council Member Grba and seconded by Council Member Maxey.

The vote:
AYES: Maxey, Bradway, Smith, Alberts
NAYS: None
VOTE: 4-0
MOTION CARRIED

8. Consider approving the Statement of Needs for the 2011 Community Development Block Grant Application

The motion to approve the Statement of Needs for the 2011 Community Development Block Grant Application, was made by Council Member Smith and seconded by Council Member Maxey.

The vote:

AYES: Maxey, Bradway, Smith, Alberts

NAYS: None

VOTE: 4-0

MOTION CARRIED

9. Consider approving Resolution 2011 - 08, a resolution allocating \$64,567.00 in matching funds for the 2011 Community Development Block Grant project for installation and repair of infrastructure

The motion to approve Resolution 2011 - 08, a resolution allocating \$64,567.00 in matching funds for the 2011 Community Development Block Grant project for installation and repair of infrastructure, was made by Council Member Maxey and seconded by Council Member Bradway.

The vote:

AYES: Alberts, Smith, Maxey, Bradway

NAYS: None

VOTE: 4-0

MOTION CARRIED

10. Consider approving Resolution 2011 - 09, a resolution accepting the 2011 CDBG application with the Oklahoma Department of Commerce and accepting matching funds for \$64,567.00 for the "Small Cities Community Development Block Grant" program

The motion to approve Resolution 2011 - 09, a resolution accepting the 2011 CDBG application with the Oklahoma Department of Commerce and accepting matching funds for \$64,567.00 for the "Small Cities Community Development Block Grant" program, was made by Council Member Bradway and seconded by Council Member Maxey.

The vote:

AYES: Smith, Bradway, Alberts, Maxey,

NAYS: None

VOTE: 4-0

MOTION CARRIED

11. New Business None.

12. Council Discussion

Council Member Maxey had no items.

Council Member Bradway emphasized that there was no land available for soccer fields save Dickenson Park.

Council Member Smith asked for the citizens to conserve water whenever possible. He added that he hoped he could find a location for a large park facility to include soccer fields because the city would benefit financially. He noted everyone liked finished facilities but not everyone was willing to endure the early stages.

Mayor Alberts asked whether the feed of the Council meetings went out on the AT&T system, and City Manager Bottom advised that the franchise agreement was not in place to allow this as it is with Cox Cable. He is working to get this in place. Mayor Alberts then mentioned that his Walk & Run Club is still meeting on Sunday evenings at 8 pm at Boot Hill. They are training for some upcoming 5K races including the Spirit Sprint. He mentioned that safety is becoming a concern due to the demand for park space, and felt like the amount of growth deserved additional discussion on the next Study Session agenda.

9. Adjournment

John Alberts, Mayor

Doug Shivers, City Clerk



RECAP OF CLAIMS

FUND #			
01	General Fund Claims	\$	122,916.91
36	Sales Tax Claims		11,297.78
64	Special Revenue Fund		15,529.23
70	Water & Sewer Enterprise		268,464.90
71	Sanitation Enterprise		8,706.08
73	Storm Water Enterprise		1,137.71
74	Grant Fund		380.00
80	Yukon Municipal Authority		30,548.68
			<hr/>
			<hr/>
		\$	<u>458,981.29</u>

The above foregoing claims have been passed and approved
this 2nd day of August, 2011 by the Yukon City Council.

Doug Shivers, City Clerk

John Alberts, Mayor

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01						
Legislative						
12-45363	01-00101	City of Yukon (BankOne)ADM	Advertising - Outlook	7/2011	Opubco 04/30/11	1,500.00
12-45428	01-02152	Frank Austin	Lease-10w Main-Aug11	8/2011	Aug '11	107.14
12-45416	01-05340	Canadian County After Dark	full page ad-Jul'11	7/2011	AD20110227	1,000.00
12-45415	01-05342	Canadian Cty Clerk	filing fees-Snyders Lease	7/2011	R256190	15.00
			filing fees-Snyders Lease	7/2011	R256191	15.00
12-45429	01-05388	Estate of Murial Carson	Lease-10w Main-Aug11	8/2011	Aug '11	435.72
12-45430	01-05390	Phil Carson	Lease-10w Main-Aug11	8/2011	Aug '11	107.14
12-45431	01-06815	Compassionate Hands, Inc.	Mthly Contrib-Aug'11	8/2011	Aug '11	583.34
12-45412	01-1	Howard Hoisington	pay 12/29/10 claim	8/2011	H 1012 Summerton	161.36
12-45413	01-1	Howard Hoisington	pay 04/05/11 claim	8/2011	H 1003 Summerton	185.26
12-45432	01-15003	Four H	Mthly Contrib-Aug'11	8/2011	Aug '11	100.00
12-45420	01-31440	McClain-Chitwood Office	Protape flags for agendas	7/2011	183254	32.94
12-45128	01-33871	National League of Cities	11-12 membership dues	7/2011	33532	1,861.00
12-45426	01-58100	wheatley Segler Osby & Mill	Prof. Services-Feb11	7/2011	10145	291.71
			Prof. Services-May11	7/2011	10144	54.59
12-45425	01-58110	wheatley segler Osby & Mill	Prof. Services-Feb11	7/2011	10145	1,287.00
			Prof. Services-May11	7/2011	10144	1,310.40
12-45434	01-59400	Kathryn wright Rentals	DrLicBldgRent-Aug'11	8/2011	Aug '11	800.00
12-45435	01-62000	Youth & Family Services,	Mthly Contrib-Aug'11	8/2011	Aug '11	833.34
12-45028	01-62900	Yukon Review Inc.	Advertising	7/2011	YR40979	756.00
12-45427	01-62900	Yukon Review Inc.	ad-City Offices closed	7/2011	YR40973	36.00
DEPARTMENT TOTAL:						11,472.94
DEPARTMENT: 03						
Park Maintenance						
12-45235	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2011	Clean 50496527	21.30
12-45236	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2011	Clean 50497454	21.30
12-45237	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2011	Clean 50498427	21.30
12-45238	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2011	Clean 50499377	21.30
12-45239	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2011	Clean 50500340	21.30
12-45301	01-00180	City of Yukon (BankOne)PW	restrooms, ballfield	7/2011	Locke 15722261	247.26
12-45306	01-00180	City of Yukon (BankOne)PW	thirst quincher for emps	7/2011	LoneStarSafet95262	164.00
DEPARTMENT TOTAL:						517.76

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 04 Engineering						
12-45112	01-50700	Triad Design Group	eng svc fee 5-26 thr 6-25	7/2011	7859	12,360.15
12-45423	01-50700	Triad Design Group	Eng Srvcs-06/25/11	7/2011	7856	870.34
			CDBGYr10-releasefund	7/2011	7856	855.00
			CDBGYr11-application	7/2011	7856	420.75
DEPARTMENT TOTAL:						14,506.24
DEPARTMENT: 05 Fire Department						
12-45015	01-00105	City of Yukon (BankOne)FD	light bulbs,batteries	7/2011	walmart 09983	62.64
			light bulbs,batteries	7/2011	walmart 02951	17.91-
			light bulbs,batteries	7/2011	walmart 01604	76.54
			light bulbs,batteries	7/2011	Ace 861242	6.49
12-45102	01-00108	City of Yukon (BankOne)LIB	Program Refreshments	7/2011	walmart 06369	5.00
DEPARTMENT TOTAL:						132.76
DEPARTMENT: 06 Municipal Court						
12-45433	01-44380	George H Ramey	MunJudgeSrvc-Aug'11	8/2011	Aug '11	2,943.25
DEPARTMENT TOTAL:						2,943.25
DEPARTMENT: 08 Library						
12-45101	01-13865	Follett Software Co	Thermal Receipt Paper	7/2011	961851	167.96
12-45099	01-16230	Gale Group Inc	Adult Standing Order	7/2011	17189633	149.96
			Adult Standing Order	7/2011	17203788	28.79
			Adult Standing Order	7/2011	17206856	46.49
			Adult Standing Order	7/2011	17206325	47.24
			Adult Standing Order	7/2011	17228126	258.69
			Adult Standing Order	7/2011	17250242	46.49
			Adult Standing Order	7/2011	17249504	71.24
			Adult Standing Order	7/2011	17249794	45.74
12-45103	01-22420	Ingram Library Services, In	Adult-Standing Order book	7/2011	59325987	16.77
			Adult-Standing Order book	7/2011	59456014	17.37
			Adult-Standing Order book	7/2011	59456013	16.19
			Adult-Standing Order book	7/2011	59456012	15.59
			Adult-Standing Order book	7/2011	59582907	16.80
			Adult-Standing Order book	7/2011	59714932	16.69
			Adult-Standing Order book	7/2011	59827467	8.99
			Adult-Standing Order book	7/2011	59946406	16.79
12-45100	01-44395	Recorded Books, LLC	Audio Books	7/2011	74205477	227.00
			Audio Books	7/2011	74238204	92.20
			Audio Books	7/2011	74260922	82.20
			Audio Books	7/2011	74258900	121.00
			Audio Books	7/2011	74288369	74.20
DEPARTMENT TOTAL:						1,584.39

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 10 Parks & Events						
12-45153	01-00110	City of Yukon (BankOne)PE	Landscaping Supplies	7/2011	Ace 861029	43.98
			Landscaping Supplies	7/2011	Ace 861032	12.50
			Landscaping Supplies	7/2011	Ace 860958	92.90
			Landscaping Supplies	7/2011	Minick 611059	11.00
			Landscaping Supplies	7/2011	Lowe's 20808	106.70
			Landscaping Supplies	7/2011	Lowe's 11548	44.89
			Landscaping Supplies	7/2011	Lowe's 20716	137.06
			Landscaping Supplies	7/2011	TotalEnviron223361	248.10
			Landscaping Supplies	7/2011	Ace 861254	31.08
			Landscaping Supplies	7/2011	Ace 861132	38.97
			Landscaping Supplies	7/2011	Lowe's 11485	8.16
			Landscaping Supplies	7/2011	TractorSupply29980	97.86
			Landscaping Supplies	7/2011	Lowe's 20450	53.40
12-45160	01-00110	City of Yukon (BankOne)PE	Friday Fun Days	7/2011	PartyGalaxy59237	36.60
			Friday Fun Days	7/2011	walmart 04032	35.64
			Friday Fun Days	7/2011	PaneraBread 7/15	25.18
			Friday Fun Days	7/2011	Y Donuts 7/15	32.95
			Friday Fun Days	7/2011	walmart 08257A	14.94
			Friday Fun Days	7/2011	walmart 01186	30.60
			Friday Fun Days	7/2011	walmart 05122	38.80
			Friday Fun Days	7/2011	Outdoorworld445452	44.77
			Friday Fun Days	7/2011	walmart 06315	57.20
12-45162	01-00110	City of Yukon (BankOne)PE	refrigerator-concert food	7/2011	Lowe's 98026	521.10
12-45309	01-37700	OK Recreation and Park	ORPS membership-Scott	7/2011	0707115	75.00
			ORPS membership-Beal	7/2011	0707115	45.00
			ORPS membership-Shoemaker	7/2011	0707115	45.00
12-45151	01-46940	Sam's Club Direct-G.E. Mone	Freedom Fest Supplies	7/2011	7567	360.22
			Freedom Fest Supplies	7/2011	3587	45.32
			Freedom Fest Supplies	7/2011	4603	81.54
12-45163	01-46940	Sam's Club Direct-G.E. Mone	concert supplies	7/2011	4815	290.26
			concert supplies	7/2011	9720	229.45
			concert supplies	7/2011	0384	420.54
12-45216	01-46940	Sam's Club Direct-G.E. Mone	baseball picnic supplies	7/2011	9213	324.26
			softball picnic supplies	7/2011	9112	273.70
DEPARTMENT TOTAL:						3,954.67

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 11 Police Department						
12-45018	01-00101	City of Yukon (BankOne)ADM	PD Christmas tree	7/2011	AutographFo0102103	333.99
12-45176	01-00111	City of Yukon (BankOne)PD	prisoner meals	7/2011	walmart 03278	50.00
			prisoner meals	7/2011	walmart 02414	122.62
12-45186	01-00111	City of Yukon (BankOne)PD	office supplies	7/2011	Staples 7075483950	92.66
12-45212	01-18240	Harrison-Orr Ar Condition	inservice call	7/2011	54536	220.25
12-45185	01-36720	OK Dept of Public Safety	OLETS user fee-Jul'11	7/2011	04-1200207	350.00
12-45177	01-46940	Sam's Club Direct-G.E. Mone	prisoner meals	7/2011	6176	296.66
12-45187	01-48410	Special Ops uniforms, Inc	walker uniform items	7/2011	164012	404.47
			walker uniform items	7/2011	164035	19.54
			walker uniform items	7/2011	164176	75.99
12-45189	01-48410	Special Ops Uniforms, Inc	Gomez uniform item	7/2011	162559	45.99
12-45196	01-48410	Special Ops Uniforms, Inc	James uniform shirts	7/2011	163209	129.98
12-45169	01-57475	Wayest Safety, Inc.	equip for SORT	7/2011	1051734	408.00
12-45171	01-57776	west yukon Animal Hospita	vet services for Rocky	7/2011	0493604	72.00
			vet services for Rocky	7/2011	0492452	19.20
12-45175	01-58105	wheeler Dealer	bike repair	7/2011	I-9219	67.00
DEPARTMENT TOTAL:						2,708.35
DEPARTMENT: 12 Property Maintenance						
12-45235	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2011	clean 50496527	19.83
			hand sanit.dispenser	7/2011	clean 50496527	3.61
12-45236	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2011	clean 50497454	19.83
			hand sanit.dispenser	7/2011	clean 50497454	3.61
12-45237	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2011	clean 50498427	19.83
			hand sanit.dispenser	7/2011	clean 50498427	3.61
12-45238	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2011	clean 50499377	19.83
			hand sanit.dispenser	7/2011	clean 50499377	3.61
12-45239	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2011	clean 50500340	19.83
			hand sanit.dispenser	7/2011	clean 50500340	3.61
12-45306	01-00180	City of Yukon (BankOne)PW	thirst quincer for emps	7/2011	LoneStarsSafet95262	82.00
12-45419	01-06750	Clearwater Enterprises, LLC	Srvccity Bldgs-06/11	7/2011	26781106	194.04
12-45343	01-1	Chief Kenny's	recharge class K fire ext	7/2011	C 1677	160.00
12-45421	01-37200	OK Gas & Electric	Srvccomb.Bill-Jun11	7/2011	07/09/11	55,487.17
12-45422	01-37200	OK Gas & Electric	Service-1049 GarthBrooks	7/2011	07/20/11	24.91
DEPARTMENT TOTAL:						56,065.32

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 13 Pools						
12-45223	01-27300	K & W Pool Maintenance	Pool Startup maint/repair	7/2011	160167	975.00
			Pool Startup maint/repair	7/2011	160168	875.00
12-45047	01-29100	Leslie's Pool Supplies In	Chemicals for pools	7/2011	3023-11455	822.00
			Chemicals for pools	7/2011	3023-11456	29.95
12-45048	01-46940	Sam's Club Direct-G.E. Mone	Concessions for Pools	7/2011	3699	472.10
DEPARTMENT TOTAL:						3,174.05
DEPARTMENT: 14 Robertson Activity Center						
12-45053	01-53450	United Linen - Uniform Re	Linens and mops	7/2011	1405296	103.52
			Linens and mops	7/2011	1409735	109.52
DEPARTMENT TOTAL:						213.04
DEPARTMENT: 15 Recreation Facilities						
12-45050	01-46940	Sam's Club Direct-G.E. Mone	Kids Camp Supplies	7/2011	6769A	106.48
DEPARTMENT TOTAL:						106.48
DEPARTMENT: 16 Fleet Maintenance						
12-45139	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	7/2011	Napa 476283	29.57
			parts to repair vehicles	7/2011	Napa 475703	42.45
12-45140	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	7/2011	OReillys 160156	226.86
12-45141	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	7/2011	SmithDist 758646	201.78
			parts to repair vehicles	7/2011	CL Boyd P41761	28.24
			parts to repair vehicles	7/2011	Inland 34-43854	10.83
			parts to repair vehicles	7/2011	J Cooper 62008Y	31.34
12-45145	01-00180	City of Yukon (BankOne)PW	oil and lubricants	7/2011	CL Boyd P41434	80.22
			oil and lubricants	7/2011	Fentress 627459	1,000.00
12-45235	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2011	Clean 50496527	17.44
12-45236	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2011	Clean 50497454	17.44
12-45237	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2011	Clean 50498427	17.44
12-45238	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2011	Clean 50499377	17.44
12-45239	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2011	Clean 50500340	17.44
12-45306	01-00180	City of Yukon (BankOne)PW	thirst quincer for emps	7/2011	Lonestarsafet95262	82.00
12-45358	01-00180	City of Yukon (BankOne)PW	19-05-8730 critical repai	7/2011	Inland 34-43772	690.65
12-45360	01-00180	City of Yukon (BankOne)PW	can tapper	7/2011	OReillys 159846	6.99
12-45233	01-18150	Hampel Oil Distributors, In	unleaded fuel	7/2011	90310911	8,667.97
			diesel fuel	7/2011	90310911	1,748.08
12-45359	01-29400	Lloyd's Radiator Shop	new radiator 05-94-1378	7/2011	12008	505.40
DEPARTMENT TOTAL:						13,439.58

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 17 Human Resources						
12-45282	01-00117	City of Yukon (BankOne)HR	SHRM Membership-Cindi	7/2011	SHRM 07/07/11	180.00
12-45337	01-00117	City of Yukon (BankOne)HR	Fair Labor Standards Book	7/2011	Thompson 6731815	477.50
12-45417	01-05385	Suzanne R. Cannon, LPC, LADA	Aug'11 EAP Contract	8/2011	Aug '11	549.00
12-45283	01-06850	Occupational Health Centers	drug test preplace	7/2011	8254034772	38.00
			drug test preplace	7/2011	8254034772	40.50
12-45338	01-62900	Yukon Review Inc.	ad-permit clerk	7/2011	YR41003	48.00
			ad-permit clerk	7/2011	YR41075	48.00
DEPARTMENT TOTAL:						1,381.00
DEPARTMENT: 18 Animal Control						
12-45172	01-1	Veterinary Emerg Care	emerg vet services	7/2011	V 46894	60.00
12-45173	01-63150	Yukon Veterinary Hospital,	rabies quar. of cat	7/2011	121063	80.32
DEPARTMENT TOTAL:						140.32
DEPARTMENT: 19 Street Department						
12-45234	01-00180	City of Yukon (BankOne)PW	lights	7/2011	Target 06/20/11	326.30
			binder clips	7/2011	walmart 00660	5.48
12-45235	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2011	Clean 50496527	31.13
12-45236	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2011	Clean 50497454	31.13
12-45237	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2011	Clean 50498427	31.13
12-45238	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2011	Clean 50499377	31.13
12-45239	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2011	Clean 50500340	31.13
12-45242	01-00180	City of Yukon (BankOne)PW	wee counter repair	7/2011	K-Hill 12840	55.00
			battery	7/2011	K-Hill 12840	15.00
			ups charge	7/2011	K-Hill 12840	7.04
12-45306	01-00180	City of Yukon (BankOne)PW	thirst quincer for emps	7/2011	LoneStarsafet95262	164.00
12-45308	01-00180	City of Yukon (BankOne)PW	replace 30"culvert openin	7/2011	Dub Ross 0067911	292.48
DEPARTMENT TOTAL:						1,020.95
DEPARTMENT: 23 Technology						
12-45070	01-00172	City of Yukon (BankOne)TEC	Apple iPad 2	7/2011	CDW-G XWD0433	1,399.68
			10'Printer Cable	7/2011	CDW-G XWD0433	6.27
12-45071	01-00172	City of Yukon (BankOne)TEC	HPDesignjet110 warranty	7/2011	CDW-G XXX3473	232.21
12-45082	01-00172	City of Yukon (BankOne)TEC	internet/cable srv-AU11	7/2011	Cox 07/17/11	404.95
12-45083	01-00172	City of Yukon (BankOne)TEC	Epson AC Power Adapter	7/2011	CDW-G XXK6491	75.44
12-45085	01-00172	City of Yukon (BankOne)TEC	WD Elements Hard Drive	7/2011	CDW-G XXR3276	106.69
12-45199	01-00172	City of Yukon (BankOne)TEC	Zagg InvisibleShield Scree	7/2011	Staples 63461	59.98
12-45201	01-00172	City of Yukon (BankOne)TEC	2yr iPad Protection	7/2011	CDW-G XWW2661	222.52
12-45202	01-00172	City of Yukon (BankOne)TEC	Kingston USB 32GB Drive	7/2011	CDW-G XZD4864	165.42
			Kingston USB 16GB Drive	7/2011	CDW-G XZD4864	84.15
			Kingston USB 8GB Drive	7/2011	CDW-G XZD4864	54.16
			Kingston USB 8GB Drive	7/2011	CDW-G XZD4864	
12-45230	01-00172	City of Yukon (BankOne)TEC	Kodak EasyshareCamra	7/2011	Staples 24331	99.99
12-45231	01-00172	City of Yukon (BankOne)TEC	Canon DR-3010C Sanner	7/2011	CDW-G XZG4132	757.22
			credit-ipad cases	7/2011	Staples 85204	40.08-

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 23		Technology				
12-45268	01-00172	City of Yukon (BankOne)TEC	Key Expansion Module	7/2011	Amazon162169	197.90
			Key Expansion Module	7/2011	Amazon162169	99.00
			Device Stand Kit	7/2011	Amazon162169	19.98
			Device Stand Kit	7/2011	Amazon162169	15.99
			Shipping	7/2011	Amazon162169	22.67
12-45269	01-00172	City of Yukon (BankOne)TEC	HP LaserJet P2035nPrinter	7/2011	Staples 24557	249.98
12-45304	01-00172	City of Yukon (BankOne)TEC	Bluetooth KB Case iPad	7/2011	Staples 18836	79.99
			credit-ipad case	7/2011	Staples 26162	79.99-
			PNY SDHC 16GB Card	7/2011	Staples 18836	34.99
			desk chair	7/2011	Staples 26162	64.99
12-45350	01-00172	City of Yukon (BankOne)TEC	ConnectCard JL11	7/2011	Sprint 042	699.98
12-45351	01-00172	City of Yukon (BankOne)TEC	LongDist Srvc-JL'11	7/2011	ATT LD 07/03/11	65.87
12-45352	01-51740	Tyler Technologies, Inc.	network support fees	7/2011	16744	525.00
			Annual software maint-HR	7/2011	16385	3,328.50
12-45353	01-60351	xerox Corporation	w5030 CRTlease JN'11	7/2011	056048389	280.82
			wcp232HCDlease JN'11	7/2011	056048387	262.87
			Billable copies	7/2011	056048387	58.67
DEPARTMENT TOTAL:						9,555.81
FUND TOTAL:						122,916.91

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
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DEPARTMENT: 01		96 SALES TAX IMPROVEMENTS				
12-45414	01-01327	American Logo & Sign, Inc	Yukon Parkway signs	7/2011	23040	11,297.78
					DEPARTMENT TOTAL:	11,297.78
					FUND TOTAL:	11,297.78

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 17						
12-45226	01-00115	Areawide Aging Grant City of Yukon (BankOne)REC	4 folding card tables-RAC coffeemaker,slicer-RAC Gr stepladder, strg cabinets hand trk, folding tables	7/2011 7/2011 7/2011 7/2011	CompetitiveEdge6/24 MarketSource3624 Lowe's 02943 Lowe's 13765	274.01 259.94 596.00 219.91
12-45228	01-1	Hodges Restaurant Supply	2 large freezer RAC grant	7/2011	H 15889	7,404.00
12-45227	01-46940	Sam's Club Direct-G.E. Mon	tables, chairs-RAC Grant folding stepstools-RAC Gr	7/2011 7/2011	5989 0000 06/23/11	1,084.84 117.52
DEPARTMENT TOTAL:						9,956.22
DEPARTMENT: 23						
12-45018	01-00101	Special Events City of Yukon (BankOne)ADM	Christmas display items Christmas display items	7/2011 7/2011	P Brewster 1007147 AutographFo0102103	1,583.75 1,364.33
12-45318	01-00101	City of Yukon (BankOne)ADM	Christmas Decorations	7/2011	CreativeCo53061560	898.83
DEPARTMENT TOTAL:						3,846.91
DEPARTMENT: 28						
12-45310	01-46940	Park & Recreation Sam's Club Direct-G.E. Mon	Tables for programs/event	7/2011	7434	478.08
DEPARTMENT TOTAL:						478.08
DEPARTMENT: 43						
12-45335	01-00108	Mabel Fry City of Yukon (BankOne)LIB	YA & Children's books	7/2011	ScholasticBook2610	251.69
12-45336	01-04156	Book wholesalers, Inc.	Books-Adult/Young Adult Books-Adult/Young Adult Books-Adult/Young Adult Books-Adult/Young Adult Books-Adult/Young Adult Books-Adult/Young Adult	7/2011 7/2011 7/2011 7/2011 7/2011 7/2011	138598D 140040D 142906D 143121D 148369D 148617D	15.65 153.65 16.24 43.76 15.08 29.49
DEPARTMENT TOTAL:						525.56
DEPARTMENT: 44						
12-45303	01-37469	Library State Aid OK Library Association	iCon- Library Conference	7/2011	ICON Conf 8/4/11	75.00
DEPARTMENT TOTAL:						75.00

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 67		Police Department				
12-45184	01-00111	City of Yukon (BankOne)PD	donuts for training class	7/2011	DaylightDonuts6/29	20.97
			donuts for training class	7/2011	DaylightDonuts6/30	13.00
12-45179	01-06860	Consolidated Business Solut	CPAA items	7/2011	15437	428.27
12-45178	01-46940	Sam's Club Direct-G.E. Mone	fans for dispatch area	7/2011	6174	99.76
12-45180	01-46940	Sam's Club Direct-G.E. Mone	CPAA graduation	7/2011	6175	85.46
DEPARTMENT TOTAL:						647.46
FUND TOTAL:						15,529.23

FUND: 70 - water & Sewer Enterprise

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01 Utility Billing						
12-45270	01-39960	Pitney Bowes	Mail Sys Qtrly lease	7/2011	1960963-JN11	2,229.00
			Mail Sys Qtrly lease	7/2011	1960963-JN11	726.00
DEPARTMENT TOTAL:						2,955.00
DEPARTMENT: 02 Water Distribution						
12-45139	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	7/2011	Napa 476283	45.23
12-45140	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	7/2011	OReillys 160156	7.49
12-45145	01-00180	City of Yukon (BankOne)PW	oil and lubricants	7/2011	Fentress 627458	52.88
			oil and lubricants	7/2011	Fentress 627459	597.30
12-45235	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2011	clean 50496527	24.07
12-45236	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2011	clean 50497454	24.07
12-45237	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2011	clean 50498427	24.07
12-45238	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2011	clean 50499377	24.07
12-45239	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2011	clean 50500340	25.56
12-45293	01-00180	City of Yukon (BankOne)PW	water line repairs	7/2011	HD Supply 3263147	208.00
			water line repairs	7/2011	HD Supply 3299656	565.00
			water line repairs	7/2011	HD Supply 3254193	230.00
			water line repairs	7/2011	HD Supply 3261517	70.87
			meter repairs/ch out	7/2011	HD Supply 3304317	460.00
			meter installations	7/2011	HD Supply 3310515	2,370.90
12-45306	01-00180	City of Yukon (BankOne)PW	thirst quincher for emps	7/2011	LoneStarSafet95262	164.00
12-45307	01-00180	City of Yukon (BankOne)PW	hydroback 50oz	7/2011	Academy 185596	139.95
12-45143	01-04475	Brewer Construction Co.	Greenway-pipe bursting	7/2011	2011-30	8,390.00
12-45361	01-04475	Brewer Construction Co.	water line repair	7/2011	2011-27	17,958.08
12-45233	01-18150	Hampel Oil Distributors, Inc	unleaded fuel	7/2011	90310911	807.61
			diesel fuel	7/2011	90310911	225.29
DEPARTMENT TOTAL:						32,414.44
DEPARTMENT: 03 Treatment and Supply						
12-45418	01-06375	City of Oklahoma City	Water Usage-Jun'11	7/2011	07/20/11	138,968.12
12-45424	01-55800	Veolia water North America	Service for Jul '11	7/2011	5151	94,127.34
DEPARTMENT TOTAL:						233,095.46
FUND TOTAL:						268,464.90

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01		Sanitation				
12-45139	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	7/2011	Napa 476283	57.96
12-45141	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	7/2011	Roberts 5-611108	126.79
			parts to repair vehicles	7/2011	ATC Frt 53496123	400.60
			parts to repair vehicles	7/2011	Roberts 5-610471	19.94
			parts to repair vehicles	7/2011	Roberts 5-610874	63.12
			parts to repair vehicles	7/2011	Seal Co 518233	155.80
12-45142	01-00180	City of Yukon (BankOne)PW	hydraulic oil sanitation	7/2011	JimJohnsonOil 7/20	1,298.00
12-45145	01-00180	City of Yukon (BankOne)PW	oil and lubricants	7/2011	Fentress 627459	597.29
12-45235	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2011	Clean 50496527	7.59
12-45236	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2011	Clean 50497454	7.59
12-45237	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2011	Clean 50498427	7.59
12-45238	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2011	Clean 50499377	7.59
12-45239	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2011	Clean 50500340	7.59
12-45294	01-00180	City of Yukon (BankOne)PW	sanitation recap tires	7/2011	T&W Tire 4759617	3,025.00
			sanitation recap tires	7/2011	T&W Tire 4760451	70.00
12-45306	01-00180	City of Yukon (BankOne)PW	thirst quincher for emps	7/2011	LoneStarSafet95262	164.00
12-45233	01-18150	Hampel Oil Distributors, Inunleaded fuel	diesel fuel	7/2011	90310911	92.00
				7/2011	90310911	2,597.63
DEPARTMENT TOTAL:						8,706.08
FUND TOTAL:						8,706.08

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01		Stormwater				
12-45285	01-00173	City of Yukon (BankOne)SW	Geomatics Books	7/2011	Amazon 0642640	129.59
12-45312	01-00173	City of Yukon (BankOne)SW	Office supplies	7/2011	Staples 26234	91.70
12-45233	01-18150	Hampel Oil Distributors, Inunleaded		7/2011	90310911	166.42
12-45311	01-76180	Anna Waggoner	Tuition Reimbursement	7/2011	Summer 2011	750.00
DEPARTMENT TOTAL:						1,137.71
FUND TOTAL:						1,137.71

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 09		CDBG Year 9				
12-45423	01-50700	Triad Design Group	CDBGYr9-prep closeou	7/2011	7856	380.00
					DEPARTMENT TOTAL:	380.00
					FUND TOTAL:	380.00

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 02						
12-45146	01-04475	YMA Booster Station Brewer Construction Co.	cornwell booster station	7/2011	2011-26	30,548.68
DEPARTMENT TOTAL:						30,548.68
FUND TOTAL:						30,548.68
GRAND TOTAL:						458,981.29



**CITY OF YUKON
SERIES 2005 AND SERIES 2006
GENERAL OBLIGATION BOND
PAYMENT CONSENT FORM**

DATE: 08/02/2011

VENDOR: BREWER CONSTRUCTION COMPANY
PO BOX 82485
OKLAHOMA CITY, OK 73148

PURPOSE: WATER SYSTEM IMPROVEMENTS-VARIOUS LOCATIONS

AMOUNT: \$ 200,869.41

JOHN ALBERTS, MAYOR

DOUG SHIVERS, CITY CLERK



June 30, 2011

Matt Maly
Public Works Director
City of Yukon
P.O. Box 850500
Yukon, OK 73085

**Re: 2011 Concrete and Asphalt, Drainage, Water & Sewer Project
City of Yukon Water System Improvements-Variou Locations**

Dear Mr. Maly,

Please find attached Brewer Construction Company Yukon Claim # 2011-25 in an amount of \$146,776.98 which we recommend payment.

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

Respectfully Submitted,



Robbie Williams, P.E.

RW/js

Attachment

cc: File E195.07

Brewer Construction Co.

8301 SW 8th St - Oklahoma City, OK 73128
PO Box 82485 - Oklahoma City, OK 73148
405-787-4962
Fax 405-495-8978

June 28th, 2011

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



RE: 2011 Yukon Concrete, Asphalt Paving
W/ Drainage, Water And Sewer Contract

Yukon Claim # 2011 - 25

City Of Yukon Water System Improvements
Various Locations

(ESIMATE # 3)

Phase 1 Improvements (Well Field)

Description	Quantity	Unit Bid Price	Unit Bid Total
16" PVC Waterline	1800 L.F.	\$ 62.00	\$ 111,600.00
8" PVC Waterline	20 L.F.	\$ 22.50	\$ 450.00
6" PVC Waterline	630 L.F.	\$ 18.00	\$ 11,340.00
4" Riser Pipe	442 L.F.	\$ 9.00	\$ 3,978.00
Trenching 0 10'	2450 L.F.	\$ 14.00	\$ 34,300.00
Ductile Iron Fittings	1508 Lbs.	\$ 7.30	\$ 11,008.40
16" Gate Valve & Box	1 Ea.	\$ 6,300.00	\$ 6,300.00
6" Gate Valve & Box	4 Ea.	\$ 882.00	\$ 3,528.00
16" Mega Lugs	13 Ea.	\$ 225.00	\$ 2,925.00
8" Mega Lugs	8 Ea.	\$ 88.00	\$ 704.00
6" Mega Lugs	30 Ea.	\$ 65.00	\$ 1,950.00
Sand Backfill	285 C.Y.	\$ 12.00	\$ 3,420.00
Waterline Testing & Disinfection	1800 L.F.	\$ 1.80	\$ 3,240.00
Crusher Run Rock	49.38 Ton	\$ 29.00	\$ 1,432.02
			<u>\$ 196,175.42</u>

Phase 2 (Fire Hydrant Replacement)

Fire Hydrant 4.5' Bury	9 Ea.	\$ 2,550.00	\$ 22,950.00
6" Gate Valve & Box	3 Ea.	\$ 882.00	\$ 2,646.00
6" PVC Waterline	22 L.F.	\$ 18.00	\$ 396.00
Trenching 0 -10'	67 L.F.	\$ 14.00	\$ 938.00
6" Mega Lugs	36 Ea.	\$ 65.00	\$ 2,340.00
Ductile Iron Fittings	72 Lbs.	\$ 7.30	\$ 525.60

Saw Cutting	81 L.F.	\$	5.40	\$	437.40
4" Sidewalk	14.25 S.Y.	\$	42.00	\$	598.50
Solid Slab Sod 0 - 200	0 S.Y.	\$	2.50	\$	-
				\$	<u>30,831.50</u>

Phase 3 (Valve Instalation on Holly)

10" Gate Valve & Box	0 Ea.	\$	1,690.00	\$	-
10" PVC Waterline	0 L.F.	\$	-	\$	-
Ductile Iron Fittings	0 Lbs.	\$	7.30	\$	-
Trenching 0- 10'	0 L.F.	\$	14.00	\$	-
Waterline Insertion Stopple 10"	0 Ea.	\$	4,180.00	\$	-
Waterline Insertion Stopple 6"	0 Ea.	\$	2,530.00	\$	-
				\$	<u>-</u>

Phase 1	\$	196,175.42
Phase 2	\$	30,831.50
Phase 3	\$	-
Total Work Completed	\$	<u>227,006.92</u>
Material On Hand	\$	<u>47,371.78</u>
	\$	274,378.70
Less 5 %	\$	(13,718.93)
Less Previously Paid	\$	(113,882.79)
Total Due Estimate # 3	\$	<u>146,776.98</u>

Thank You
Brewer Construction Company


Kevin Brewer



July 20, 2011

Matt Maly
Public Works Director
City of Yukon
P.O. Box 850500
Yukon, OK 73085

**Re: 2011 Concrete and Asphalt, Drainage, Water & Sewer Project
City of Yukon Water System Improvements-Variou Locations**

Dear Mr. Maly,

Please find attached Brewer Construction Company Yukon Claim # 2011-28 in an amount of \$54,092.43 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 E195.07

Brewer Construction Co.

8301 SW 36 St. - Oklahoma City, OK 73128
 PO Box 82485 - Oklahoma City, OK 73148
 405-787-4962
 Fax 405-995-8978

July 20th, 2011

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



RE: 2011 Yukon Concrete, Asphalt Paving
 W/ Drainage, Water And Sewer Contract

Yukon Claim # 2011 - 28

City Of Yukon Water System Improvements
 Various Locations

(ESIMATE # 4)

Phase 1 Improvements (Well Field)

Description	Quantity	Unit Bid Price	Unit Bid Total
16" PVC Waterline	1800 L.F.	\$ 62.00	\$ 111,600.00
8" PVC Waterline	20 L.F.	\$ 22.50	\$ 450.00
6" PVC Waterline	630 L.F.	\$ 18.00	\$ 11,340.00
4" Riser Pipe	442 L.F.	\$ 9.00	\$ 3,978.00
Trenching 0 10'	2450 L.F.	\$ 14.00	\$ 34,300.00
Ductile Iron Fittings	1508 Lbs.	\$ 7.30	\$ 11,008.40
16" Gate Valve & Box	1 Ea.	\$ 6,300.00	\$ 6,300.00
6" Gate Valve & Box	4 Ea.	\$ 882.00	\$ 3,528.00
16" Mega Lugs	13 Ea.	\$ 225.00	\$ 2,925.00
8" Mega Lugs	8 Ea.	\$ 88.00	\$ 704.00
6" Mega Lugs	30 Ea.	\$ 65.00	\$ 1,950.00
Sand Backfill	285 C.Y.	\$ 12.00	\$ 3,420.00
Waterline Testing & Disinfection	1800 L.F.	\$ 1.80	\$ 3,240.00
Crusher Run Rock	49.38 Ton	\$ 29.00	\$ 1,432.02
			\$ 196,175.42

Phase 2 (Fire Hydrant Replacement)

Fire Hydrant 4.5' Bury	23 Ea.	\$ 2,550.00	\$ 58,650.00
6" Gate Valve & Box	4 Ea.	\$ 882.00	\$ 3,528.00
6" PVC Waterline	35 L.F.	\$ 18.00	\$ 630.00
10" PVC Waterline	4 L.F.	\$ 29.00	\$ 116.00
Trenching 0 -10'	67 L.F.	\$ 14.00	\$ 938.00
8" Mega Lugs	73 Ea.	\$ 65.00	\$ 4,745.00

Ductile Iron Fittings	297 Lbs.	\$	7.30	\$	2,168.10
Saw Cutting	205 L.F.	\$	5.40	\$	1,107.00
4" Sidewalk	14.25 S.Y.	\$	42.00	\$	598.50
6" Tapping Sleeve, Valve, & Tap	1 Ea.	\$	2,400.00	\$	2,400.00
Reinforcing Steel	422 Lbs.	\$	1.25	\$	527.50
Solid Slab Sod 0 - 200	0 S.Y.	\$	2.50	\$	-
6" PC Concrete Paving	26.72 S.Y.	\$	40.00	\$	1,068.80
10" Mega Lugs	2 Ea.	\$	100.00	\$	200.00
10" Gate Valve & Box	1 Ea.	\$	1,690.00	\$	1,690.00
Crusher Run Rock	36 Ton	\$	29.00	\$	1,044.00
Waterline Insertion Stopple 10"	2 Ea.	\$	4,180.00	\$	8,360.00
				\$	<u>87,770.90</u>

Phase 3 (Valve Instalation on Holly)

10" Gate Valve & Box	0 Ea.	\$	1,690.00	\$	-
10" PVC Waterline	0 L.F.	\$	-	\$	-
Ductile Iron Fittings	0 Lbs.	\$	7.30	\$	-
Trenching 0- 10'	0 L.F.	\$	14.00	\$	-
Waterline Insertion Stopple 10"	0 Ea.	\$	4,180.00	\$	-
Waterline Insertion Stopple 6"	0 Ea.	\$	2,530.00	\$	-
				\$	<u>-</u>

Phase 1	\$	196,175.42
Phase 2	\$	87,770.90
Phase 3	\$	-
Total Work Completed	\$	<u>283,946.32</u>
Material On Hand	\$	<u>47,371.78</u>
	\$	331,318.10
Less 5 %	\$	(16,565.90)
Less Previously Paid	\$	<u>(260,659.77)</u>
Total Due Estimate # 4	\$	54,092.43

Thank You
Brewer Construction Company


Kevin Brewer



301 N.W. 63rd • Suite 620 • Oklahoma City, OK 73116

Email

Date:	January 3, 2011	From:	Regina Fort
To:	Jim Crosby	Phone:	405-842-9200 x201
	City of Yukon	Fax:	405-842-9213
Email:	jrosby@cl.yukon.ok.us	Pages:	8
Re:	Amendment to Gas Sales Agreement (Old Contract #2678/New Contract #7648)	CC:	

Urgent For Review Please Comment Please Reply Please Recycle

Thank you for choosing Clearwater Enterprises, L.L.C. as your natural gas supplier. We would like to renew our services and offer you an Amendment to extend the term of your Agreement. We would also like to amend the Agreement as indicated on the Amendment.

Enclosed is one (1) unexecuted original of the above referenced Amendment which covers April 1, 2011 through March 31, 2012. Should you require duplicate originals to be sent via mail, please let me know and I will send to you. Also enclosed is an updated Cost Savings Analysis that shows savings through November.

If this Amendment meets with your approval, please return one partially executed original to the undersigned by January 17, 2011. Once fully executed, we will provide you with a copy for your files.

We appreciate this opportunity to do business with you. If you have any questions, please contact Regina Fort, Vice President of Retail Sales, at (405) 842-9200 x201.

Sincerely,

Stephanie Penny

Stephanie Penny

Contract Administrator

spenny@clearwaterenterprises.net

AMENDMENT

This Amendment is made and entered into as of April 1, 2011 by and between Clearwater Enterprises, L.L.C. ("Seller") and City of Yukon ("Buyer").

WITNESSETH:

WHEREAS, Seller and Buyer made and entered into that certain Gas Sales Agreement dated April 1, 2008 (the "Agreement"); and

WHEREAS, Seller and Buyer wish to amend the Agreement in the manner specified below;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein provided, the Parties hereby agree to amend the Agreement in the following respects only:

- The Agreement shall be re-numbered to Contract Number 7648. All references in the Agreement to Contract #2678 shall be amended to reference Contract #7648.
- Section 7 of the Agreement is hereby deleted in its entirety and replaced with the following:
 - (7) **Transportation:** The Local Distribution Company will be specified in the Transaction Confirmation. Buyer will pay all transportation charges, taxes, fees, and assessments attributable to the gas and any other costs charged by the Local Distribution Company at or after the Delivery Point(s). If applicable, Buyer will pay all transportation charges, taxes, fees, and assessments attributable to transporting the gas to the Local Distribution Company from a third-party Interstate Pipeline. Notwithstanding the above, Seller shall be responsible for any balancing fees or penalties charged to Buyer's account by the transporting pipeline which are caused by Seller's negligence.
- In Section 10 of the Agreement, the phrase Special Provisions to Price shall be replaced with the phrase Economic Liability Provisions to Price.
- Exhibit "A-1" is hereby deleted in its entirety and the attached Exhibit "A-2" is substituted therefore. All references in the Agreement to Exhibit "A-1" shall be amended to reference Exhibit "A-2".
- Exhibit "B" is hereby deleted in its entirety and the attached Exhibit "B-1" is substituted therefore. All references in the Agreement to Exhibit "B" shall be amended to reference Exhibit "B-1".
- Exhibit "C" is hereby deleted in its entirety and the attached Exhibit "C-1" is substituted therefore. All references in the Agreement to Exhibit "C" shall be amended to reference Exhibit "C-1".
- Exhibit "D" is hereby deleted in its entirety and the attached Exhibit "D-1" is substituted therefore. All references in the Agreement to Exhibit "D" shall be amended to reference Exhibit "D-1".

This Amendment is effective April 1, 2011. Except as expressly amended hereby, all terms, conditions, and provisions of the Agreement, as amended, shall remain in full force and effect.

As evidence of the Parties' agreement to the terms and conditions set forth above, this Amendment is hereby executed by an authorized representative of each Party on the dates shown below.

Seller
Clearwater Enterprises, L.L.C.

Buyer
City of Yukon

By: *Jerry Thompson*
 Name: Jerry Thompson
 Title: Vice President,
Contract Administration & Gas Control
 Date: 7/14/2011

By: _____
 Name: _____
 Title: _____
 Date: _____



EXHIBIT A-2
TRANSACTION CONFIRMATION

Clearwater Enterprises, L.L.C. ("Seller") and City of Yukon ("Buyer") agree to the purchase and sale of natural gas pursuant to this Transaction Confirmation and the general terms and conditions contained in the Gas Sales Agreement dated April 1, 2008 between Buyer and Seller as set forth below:

Term: April 1, 2011 through March 31, 2012; and automatically renewed year to year thereafter unless either Party notifies the other Party in writing at least thirty (30) days prior to the expiration of the stated term or the then current renewal period that the Agreement shall not be renewed.

Facility: As listed on Exhibit B

Quantity: Full Facility Requirements

Nature of Quantity Obligation: Firm

Price: Unless and except Seller invokes the "Economic Liability Provisions to Price" set forth herein below, for all gas delivered by Seller the price Buyer shall pay Seller shall be calculated by adding \$0.50/MMBtu to the Inside FERC's Gas Market Report first of the month index posting for Oneok Gas Transportation LLC, Oklahoma. In the event the referenced index posting for Oneok Gas Transportation LLC, Oklahoma is not published for any delivery month, the average of the index postings ANR Pipeline Co., Oklahoma, Natural Gas Pipeline Co. of America, Midcontinent zone, and Panhandle Eastern Pipe Line Co., Texas, Oklahoma (mainline) shall be substituted therefore. Buyer shall have the option to fix a price for a quantity of gas throughout the term of this Agreement at a price which is mutually agreeable to the Parties hereto.

Economic Liability Provisions to Price: If Seller incurs economic liability by virtue of the need to acquire or sell natural gas to balance deliveries with the Estimated Monthly Usage as set forth in Exhibit B, the following provisions shall apply:

Price: (A) All volumes consumed by Buyer which are in excess of the Estimated Monthly Usage as set forth in Exhibit B under the column heading of "Estimated Monthly Usage" will be charged at the current market price for natural gas as posted under the heading "absolute high" in the "Gas Daily" Daily Price Survey for Oneok, Okla. as published by The McGraw-Hill Companies, Inc. for the flow dates on which such excess volumes are acquired by Seller, plus \$0.50/MMBtu plus any transport charges incurred by Seller.

(B) Should Buyer fail to consume the Estimated Monthly Usage as set forth in the Exhibit B under the column heading of "Estimated Monthly Usage", the unutilized volume will be repurchased by Seller at the then current market price for natural gas as posted under the heading "absolute low" in the "Gas Daily" Daily Price Survey for Oneok, Okla. as published by The McGraw-Hill Companies, Inc. for the flow dates on which such volumes are sold less \$0.50/MMBtu.

Delivery Point/Point(s) of Sale: Oklahoma Natural Gas Company distribution system receipt point for delivery to the Facility listed above.

Local Distribution Company: Oklahoma Natural Gas Company

EVIDENCE OF AGREEMENT: This Transaction Confirmation documents an oral agreement previously reached by representatives of the Parties. Therefore, although Clearwater Enterprises, L.L.C. would prefer that either this Transaction Confirmation or some other written confirmation be signed and returned by facsimile transmission, or that written confirmation be provided in some other manner, this Transaction Confirmation will be deemed accepted if Clearwater Enterprises, L.L.C. receives no objections within two (2) business days of Clearwater's execution date shown below.

Seller
Clearwater Enterprises, L.L.C.

By: Jenny Thompson
Name: Jenny Thompson
 Vice President,
Title: Contract Administration & Gas Control
Date: 7/14/2011

Buyer
City of Yukon

By: _____
Name: _____
Title: _____
Date: _____

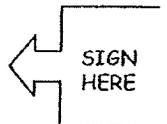


EXHIBIT B-1
Facility Listing and Estimated Monthly Usage

Clearwater Enterprises, L.L.C. ("Seller") and City of Yukon ("Buyer") agree to the purchase and sale of natural gas pursuant to any active Transaction Confirmation, this Exhibit B, and the general terms and conditions contained in the Gas Sales Agreement dated April 1, 2008 between Buyer and Seller as set forth below:

Facility(ies)												
L#	Account Name					ONG Account #			Address			
Estimated Monthly Usage (MMBtus)												
L05578	City of Yukon					212709227			1035 Industrial Dr; Yukon, OK 73099-2838			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	337	229	186	72	17	3	2	2	2	34	87	254
L05579	City of Yukon					212709250			501 Ash Ave; Yukon, OK 73099-1232			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	410	363	294	139	67	50	44	50	53	148	209	441

Estimated Monthly Usage is defined as historical consumption as represented by Buyer's Utility Provider or upon information supplied by Buyer. Furthermore, the Estimated Monthly Usage shall automatically be adjusted to an amount equal to the average of the previous three (3) year's usage for the month listed in the column heading. The Estimated Monthly Usage may be manually adjusted by Buyer by giving Seller a minimum of thirty (30) days written notice prior to month's flow.

As evidence of the Parties' agreement to the terms and conditions set forth above, this Agreement, effective as of the date first stated above, is hereby executed by an authorized representative of each Party on the dates shown below.

Seller

Clearwater Enterprises, L.L.C.

By: Jenny Thompson
 Name: Jenny Thompson
 Title: Vice President,
Contract Administration & Gas Control
 Date: 7/14/2011

Buyer

City of Yukon

By: _____
 Name: _____
 Title: _____
 Date: _____



EXHIBIT C-1
Seller Addresses and Contacts

This Exhibit C to the Gas Sales Agreement between **Clearwater Enterprises, L.L.C.** ("Seller") and **City of Yukon** ("Buyer"), dated April 1, 2008, is for all purposes made a part of said Agreement.

Seller

Main Address:

Clearwater Enterprises, L.L.C.
Address: 5637 N. Classen Blvd.
Oklahoma City, OK 73118
Phone: (405) 842-9200
Fax: (405) 842-9213

Gas Supply Representative:

Attn: Regina Fort
Phone: (405) 842-9200 x201
Email: rfort@clearwaterenterprises.net

Contractual Notices & Correspondence:

Attn: Nita Herring
Address: Same as Main
Phone: (405) 842-9200 x203
Email: nherring@clearwaterenterprises.net

Invoices:

Attn: Angela Allen
Address: Same as Main
Phone: (405) 842-9200 x219
Fax: (405) 418-0129
Email: aallen@clearwaterenterprises.net

Payments:

Attn: Angela Allen
Phone / Fax: (405) 842-9200 x219 / (405) 418-0129
Email: aallen@clearwaterenterprises.net

Payment by Wire:

Bank: International Bank of Commerce
1200 San Bernardo St.; Laredo, TX 78040
ABA: 114902528
Account No.: 1601012268
For the Account of: Clearwater Enterprises, L.L.C.
Reference: Oklahoma Account

Payment by ACH:

Bank: International Bank of Commerce
Oklahoma City, OK
ABA: 303072793
Account No.: 1601012268
For the Account of: Clearwater Enterprises, L.L.C.

Payment by Check:

Clearwater Enterprises, L.L.C.
PO Box 26706, Section 109
Oklahoma City, OK 73126-0706

EXHIBIT D-1
Buyer Addresses and Contacts

This Exhibit D to the Gas Sales Agreement between Clearwater Enterprises, L.L.C. ("Seller") and City of Yukon ("Buyer"), dated April 1, 2008, is for all purposes made a part of said Agreement.

Buyer

Main Address:

City of Yukon
Address: 500 W Main Street
Yukon, OK 73099
Phone: 405-354-1895
Fax: 405-350-8926

Marketing Representative:

Attn: Jim Crosby
Phone: 405-354-1895
Fax: 405-350-8926
Email: jcrosby@ci.yukon.ok.us

Contractual Notices & Correspondence:

Attn: Jim Crosby
Address: 500 W Main Street
Yukon, OK 73099
Phone: 405-354-1895
Fax: 405-350-8926
Email: jcrosby@ci.yukon.ok.us

Invoices and Payments:

Attn: Accounts Payable
Address: 500 W Main Street
Yukon, OK 73099
Phone: 405-354-1895
Fax: 405-350-7676
Email:

ONG PIPELINE COST OF GAS vs. CWE COST OF GAS

01/2009 - 12/2010

City of Yukon

Prod Month	Loc #	Location Name	ONG Pipeline Cost of Gas	CWE Cost of Gas	Savings/Dth	Dth/Month	Monthly Savings
01/09	L05578	City of Yukon 5578	\$ 7.5790	\$ 5.1100	\$ 2.4690	319	\$787.61
02/09	L05578	City of Yukon 5578	\$ 7.6260	\$ 3.5900	\$ 4.0360	165	\$665.94
03/09	L05578	City of Yukon 5578	\$ 7.9490	\$ 3.1400	\$ 4.8090	154	\$740.59
04/09	L05578	City of Yukon 5578	\$ 8.0040	\$ 3.2400	\$ 4.7640	92	\$438.29
05/09	L05578	City of Yukon 5578	\$ 7.7530	\$ 3.2300	\$ 4.5230	21	\$94.98
06/09	L05578	City of Yukon 5578	\$ 7.6790	\$ 3.2300	\$ 4.4490	6	\$28.69
07/09	L05578	City of Yukon 5578	\$ 7.6680	\$ 3.7600	\$ 3.9080	2	\$7.82
08/09	L05578	City of Yukon 5578	\$ 7.6920	\$ 3.6000	\$ 4.0920	2	\$8.18
09/09	L05578	City of Yukon 5578	\$ 7.7270	\$ 2.9200	\$ 4.8070	1	\$4.81
10/09	L05578	City of Yukon 5578	\$ 7.2100	\$ 4.0000	\$ 3.2100	70	\$224.70
11/09	L05578	City of Yukon 5578	\$ 6.7550	\$ 4.8900	\$ 1.8650	85	\$158.53
12/09	L05578	City of Yukon 5578	\$ 6.8480	\$ 4.9300	\$ 1.9180	287	\$550.47
01/10	L05578	City of Yukon 5578	\$ 6.8480	\$ 5.8760	\$ 0.9720	59	\$57.35
02/10	L05578	City of Yukon 5578	\$ 7.2790	\$ 6.2900	\$ 0.9890	355	\$351.10
03/10	L05578	City of Yukon 5578	\$ 7.2250	\$ 5.9300	\$ 1.2950	346	\$448.07
04/10	L05578	City of Yukon 5578	\$ 6.9750	\$ 5.2400	\$ 1.7350	249	\$432.02
05/10	L05578	City of Yukon 5578	\$ 5.9820	\$ 4.3300	\$ 1.6320	46	\$75.07
06/10	L05578	City of Yukon 5578	\$ 5.7580	\$ 4.4500	\$ 1.3080	16	\$20.93
07/10	L05578	City of Yukon 5578	\$ 5.7660	\$ 4.4600	\$ 1.3060	2	\$2.61
08/10	L05578	City of Yukon 5578	\$ 6.3100	\$ 5.0800	\$ 1.2300	2	\$2.46
09/10	L05578	City of Yukon 5578	\$ 6.3550	\$ 4.7900	\$ 1.5650	1	\$1.57
10/10	L05578	City of Yukon 5578	\$ 6.4170	\$ 3.8200	\$ 2.5970	3	\$7.79
11/10	L05578	City of Yukon 5578	\$ 5.0720	\$ 4.0700	\$ 1.0020	10	\$10.02
11/10	L05578	City of Yukon 5578	\$ 4.4140	\$ 3.5600	\$ 0.8540	180	\$153.72

Savings for City of Yukon 5578

\$5,271.32

01/09	L05579	City of Yukon 5579	\$ 7.5790	\$ 5.1100	\$ 2.4690	434	\$1,071.55
02/09	L05579	City of Yukon 5579	\$ 7.6260	\$ 3.5900	\$ 4.0360	336	\$1,356.10
03/09	L05579	City of Yukon 5579	\$ 7.9490	\$ 3.1400	\$ 4.8090	269	\$1,293.62
04/09	L05579	City of Yukon 5579	\$ 8.0040	\$ 3.2400	\$ 4.7640	147	\$700.31
05/09	L05579	City of Yukon 5579	\$ 7.7530	\$ 3.2300	\$ 4.5230	43	\$194.49
06/09	L05579	City of Yukon 5579	\$ 7.6790	\$ 3.2300	\$ 4.4490	64	\$284.74
07/09	L05579	City of Yukon 5579	\$ 7.6680	\$ 3.7600	\$ 3.9080	60	\$234.48
08/09	L05579	City of Yukon 5578	\$ 7.6920	\$ 3.6000	\$ 4.0920	49	\$200.51
09/09	L05579	City of Yukon 5579	\$ 7.7270	\$ 2.9200	\$ 4.8070	55	\$264.39
10/09	L05579	City of Yukon 5579	\$ 7.2100	\$ 4.0000	\$ 3.2100	193	\$619.53
11/09	L05579	City of Yukon 5579	\$ 6.7550	\$ 4.8900	\$ 1.8650	221	\$412.17
12/09	L05579	City of Yukon 5579	\$ 6.8480	\$ 4.9300	\$ 1.9180	437	\$838.17
12/09	L05579	City of Yukon 5579	\$ 6.8480	\$ 5.8760	\$ 0.9720	114	\$110.81
01/10	L05579	City of Yukon 5579	\$ 7.2790	\$ 6.2900	\$ 0.9890	475	\$469.78
02/10	L05579	City of Yukon 5579	\$ 7.2250	\$ 5.9300	\$ 1.2950	429	\$555.56
03/10	L05579	City of Yukon 5579	\$ 6.9750	\$ 5.2400	\$ 1.7350	375	\$650.63
04/10	L05579	City of Yukon 5579	\$ 5.9820	\$ 4.3300	\$ 1.6320	152	\$248.06
05/10	L05579	City of Yukon 5579	\$ 5.7580	\$ 4.4500	\$ 1.3080	106	\$138.65
06/10	L05579	City of Yukon 5579	\$ 5.7660	\$ 4.4600	\$ 1.3060	35	\$45.71
07/10	L05579	City of Yukon 5579	\$ 6.3100	\$ 5.0800	\$ 1.2300	42	\$51.66
08/10	L05579	City of Yukon 5579	\$ 6.3550	\$ 4.7900	\$ 1.5650	44	\$68.86
09/10	L05579	City of Yukon 5579	\$ 6.4170	\$ 3.8200	\$ 2.5970	57	\$148.03
10/10	L05579	City of Yukon 5579	\$ 5.0720	\$ 4.0700	\$ 1.0020	141	\$141.28
11/10	L05579	City of Yukon 5579	\$ 4.4140	\$ 3.5600	\$ 0.8540	288	\$245.95

Savings for City of Yukon 5579

\$10,345.04

ONG PIPELINE COST OF GAS vs. CWE COST OF GAS

01/2009 - 12/2010

Savings for City of Yukon

\$15,616.36

*** If you have any questions please contact: Angela Allen (aallen@clearwaterenterprises.net)





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

From the Office of the
Librarian
Sara Schieman

To: Grayson Bottom
From: Sara Schieman
Date: July 26, 2011
Re: Library Fine Increase

The next meeting of the Library Board is July 20. At that time, I would like to propose to the board that we raise our fine rates to:

.10 per day, per item, with a maximum fine of \$5.00 per card

I would like to implement the change beginning September 1, which will give me a chance to inform our patrons and the public prior to the increase.

The current rate is .05 per day, per item, with a maximum fine of \$2.00 per card. As far as I can tell from library records and speaking with former librarian, Sue Kilmer, the fine rate has always been .05 per day.

Before arriving at the .10 per day amount, I contacted the three other libraries in Canadian County (El Reno, Mustang and Piedmont) and two stand alone libraries in cities with a population between 20,000 and 25,000 (Ardmore, Duncan). The only other, city owned, library in this population range is currently closed due to air conditioner failure (Sapulpa). I also contacted the Guthrie Public Library even though their community is smaller. Fine amounts ranged from no fines charged to \$1.00 per day with maximum fines ranging from \$2.50 per item to the value of the book.

Please let me know if this change is acceptable to you.

CITY OF YUKON

1200 Lakeshore Drive
P.O. Box 850500
Yukon, Oklahoma 73085
Phone: 405.354-8232
Fax: 405.350-7928

Mabel C. Fry Public Library Board Meeting
Minutes of the Wednesday, July 20, 2011 Meeting

Jeanne Riggs called the meeting to order. All members were present except Lee Wells.

Ginger La Croix moved that the minutes of the April 20, 2011 meeting be approved.
Donelda Wheatley seconded. Motion carried.

Sara Schieman librarian, gave the following reports:

1. The library roof is being replaced and is almost finished. There remain 325 ceiling tiles to be replaced.

Sara Schieman, librarian, gave the following reports on fundraising and improvements:

1. Fundraising
 - a. On 7/12, Friends of the Library voted to give \$4,200 from the Spring Book Sale, agreed to have "Paperback Book Sale in conjunction with the craft fair and the Ladies' Library Club Silent Auction kick-off. They also agreed to host the annual Spring Book Sale at the Dale Robertson Center. Dates are April 27 and 28. Books move in April 24.
 - b. Scholastic Book Fair sponsored by the Ladies' Library Club is concluding today.
2. Improvements:
 - a. Ebooks: both for ereaders and downloadable audio will be coming by 9/1, costing \$3000 for 3 years, with a contract with Overdrive, a subscription service. The Friends spring book sale will pay for this year and purchase e-reader. We are a member library of a Consortium directed by Scott Freeman, Stillwater. There are currently 1853 titles, 11 member libraries with more getting on board in August. Virtual library requires no extra cataloging.
 - b. Out-of-area library cards made available as of 5/1 at \$10 annual fee per family is making people happy.
 - c. We have begun a public Fax service at \$1 per page.

Library Staff:

- a. Laura Sikes, who started in June, previously teacher at Independence Charter Middle School, will begin MLIS program in the fall.
- b. Julie Gochenour completed Public Library Certification in May.
- c. Mary Daugherty and Carol Cook will complete Public Library Certification in the fall. Laura Sikes will start, and then the part-time staff. Goal is to have all staff certified by the end of 2012.
- d. May 3, Julie, Carol, and Mary attended "Services for Youth" at Guthrie, and May 26, "Interpersonal Skills" at El Reno Library.

- e. At Oklahoma Library Association, Sara is chair of Communications Committee, and Carla is chair of CATS, Children and Teens Services. Both attended the annual Leadership Retreat on 6/16-17.
- f. May 25, Julie attended an Early Literacy workshop- Fun and Facts of Early Literacy- new ideas for story times for our little ones.
- g. Sara Schieman will attend Icon technology conference- OLA, on 8-4,5 at Rose state.
- h. Sara Schieman presented an introduction to new City Council member, Ken Smith, July 15.
- i. Public Library Directors Council (PLDC) is planning to host their annual retreat in Yukon this year, October 5th.

Programs and Activities

- a. Festival of the Child 5/7 Bookwalk
- b. Carla- Great Stories Club grant from ALA, booktalks with both sides of Fort Reno Adolescent Center (FRAC) As a result, Jennifer Brown, author of Hate List, will be coming to Yukon and doing a program for the FRAC kids and for the library kids August 11.
- c. Adult Summer Reading program was successful.
- d. Young Adult Summer Reading program was successful.
- e. Children's Summer Reading program was so successful we are considering trying to extend it.
- f. Thunder Bus was here June 28th. They like us so much they asked to come back on August 4 at 10:00.
- g. Co-sponsored "Art in the Park" with Parks and Rec. Dana Helms, Upside-down artist, was very successful.

Old Business:

New Business:

- a. Increased fines from .05 per day with \$2 max. to .10 per day with \$5 max per card. Jeanne Riggs moved to make the changes, Joyce Roman seconded, motion carried.

Open Discussion:

Margaret Albrecht moved to adjourn, Ginger La Croix seconded, motion carried.
Meeting adjourned.

Next meeting: October 19, 2011

Respectfully Submitted,

Joyce Roman, Secretary



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		
Bob Doggett	Ward AL	2015	OK Environmental Management Auth.	
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		
Joe Horn	Ward 3	2012	Senior Citizens	
Russ Kline	Ward 4	2012	Ray Wright, Representative	
			John Alberts, Alternate	
Park Board			ACOG	
Joe Edwards	Ward 1	2014	Bob Bradway, Representative	
D.E. Brower	Ward 2	2014		
Ed Hatley	Ward AL	2015	COWRA	
Ward Larson	Ward 3	2012	Genie Vinson, Representative	
Joe Baumann	Ward 4	2012	Larry Taylor, Alternate	
Library Board			Sister City Committee	
Charlotte Novak*		2011	Illona Morris	
Donelda Wheatly*		2011	Terry Beaver	
Lee Wells	Ward 2/1	2014	Nancy Novosad	
Joyce Roman	Ward 2	2014	Edwin Shedeck	
Ginger LaCroix	Ward AL	2015		
Jeanne Riggs	Ward 3	2012	Recycling Committee	
Margaret Albrecht	Ward 4	2012	Carole Garner	
			Rick Bolin	
			Dennis Beringer	
			Beverly Kofoed	
			Genie Vinson	
			Gary LaRue	
Traffic Commission				
Charles Lee	Ward 1	2014		
	Ward 2	2014		
John Knuppel	Ward AL	2015		
Jay Tallant	Ward 3	2012		
Emil Albrecht	Ward 4	2012		

*Members of Ladies' Library Club are appointed by same

**Association of Central Oklahoma Governments and
9-1-1 Association of Central Oklahoma Governments
Board and Committee Member Designation Form**

Pursuant to the provisions of our Interlocal Agreements, this letter serves as notice to ACOG that the Board of Trustees/City Council/Board of County Commissioners has duly selected its voting member and alternate(s) to serve as its representative member to one or more of the following Boards and/or Committees:

- ACOG Board of Directors (ACOG BOD)**
- 9-1-1 ACOG Board of Directors (9-1-1 ACOG BOD)**
- Intermodal Transportation Policy Committee (ITPC)**
- Garber-Wellington Policy Committee (GWPC)**

The following designated voting member, and in his/her absence either of the alternates, is delegated all powers as set forth for said designees. Let this form further witness that both the regular voting member and the alternates are elected officials of the governing body of: _____
_____.

Please check the appropriate Board(s) and/or Committee(s):

- ACOG BOD 9-1-1 ACOG BOD ITPC GWPC

Designated Member: Name: _____
 Job Title: _____ Email Address: _____
 Phone # _____ Cell # _____
 Mailing Address: _____

Alternate: Name: _____
 Job Title: _____ Email Address: _____
 Phone # _____ Cell # _____
 Mailing Address: _____

Alternate: Name: _____
 Job Title: _____ Email Address: _____
 Phone # _____ Cell # _____
 Mailing Address: _____

SIGNED: _____
Mayor; Chairman - County Commissioners; City/County Clerk

DATE: _____

Please return this signed form via email: jstuck@acogok.org, fax: (405)234-2200, or mail to:
 Association of Central Oklahoma Governments
 21 East Main Street, Suite 100
 Oklahoma City, Oklahoma 73104

ASSIGNMENT OF LEASE

KNOW ALL MEN BY THESE PRESENTS that, The City of Yukon, Oklahoma, a municipal corporation the within named Lessee, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, assign and transfer and by these presents does grant, assign and transfer unto, Joe Carson, _____, Yukon, OK, 73085 the following described leasehold interest to-wit:

- (i) The leasehold estate created by that certain Lease dated March 5, 1973, by and among F. Houston Austin and Permelia Austin, husband and wife, John Hubert and Frances Carson Hubert, husband and wife, and James L. Carson and Muriel Carson, husband and wife, as Lessors, and R. Lamar Yount and Robert Lee Yount, as Lessees; said Lease being subsequently assigned pursuant to an Assignment of Lease dated June 30, 1977, from R. Lamar Yount and Robert Lee Yount to Hugh G. McClure and Delilah McClure, husband and wife; said Lease being subsequently assigned pursuant to an Assignment of Lease dated February 2, 1979, from Hugh G. McClure and Delilah McClure, husband and wife, to McClure and Hoelscher, a partnership; and said Lease being subsequently assigned pursuant to an Assignment of Lease dated July 28, 1987, from Hugh G. McClure and Kathy McClure, husband and wife, and McClure and Hoelscher, a partnership, to Bar-Co Investments, an Oklahoma general partnership, composed of Jackie R. Cooper and Barbara Jo Cooper, husband and wife, to an undivided one-half (1/2) interest and to James F. Snyder and Gloria Pat Snyder, husband and wife, as tenants in common, to an undivided one-half (1/2) interest;
- (ii) The leasehold estate created by that certain Lease Agreement dated August 31, 1978, by and between McClure and Hoelscher, a partnership, as Lessor, and Fleming Companies, Inc., as Lessee, as amended by that certain Amendment to Lease Agreement dated September 16, 1986, by and between said Lessor and Lessee, said Lease Agreement being subsequently assigned by an Assignment of Lease dated July 28, 1987, from Hugh G. McClure and Kathy McClure, husband and wife, and McClure and Hoelscher, a partnership, to Bar-Co Investments, an Oklahoma general partnership, composed of Jackie R. Cooper and Barbara Jo Cooper, husband and wife, to an undivided (1/2) interest and to James F. Snyder and Gloria Pat Snyder, husband and wife, as tenants in common, to an undivided one-half (1/2) interest;
- (iii) The leasehold estate created by that certain Lease dated October 19, 1984, by and between James Carson and Muriel Carson, as Lessors, and Hugh G. McClure, as Lessee, as ratified, reaffirmed and modified by that certain Ratification of Lease dated October 19, 1984, and Modification executed Junly 28, 1987, by Muriel Carson, Trustee, Francis Hubert also known as Francis Carson Hubert, Samuel Phillip Carson and Permelia L. Austin, said Lease being subsequently assigned by an Assignment of Lease dated July 28, 1987, from Hugh G. McClure and Kathy McClure, husband and wife, and McClure and Hoelscher, a partnership, to Bar-Co Investments, an Oklahoma general partnership, composed of Jackie R. Cooper and Barbara Jo Cooper, husband and wife, to an undivided one-half(1/2) interest and to James F. Snyder and Gloria Pat Snyder, husband and wife, as tenants in common, to an undivided one-half (1/2) interest.

TO HAVE AND TO HOLD the said leased property and the appurtenances thereunto belonging as more fully described in Exhibit "A" attached hereto.

IN WITNESS OUR HANDS this _____ day of _____, 2011.

CITY OF YUKON, OKLAHOMA

JOHN ALBERTS, MAYOR

ATTEST:

City Clerk

STATE OF OKLAHOMA)
) SS.
COUNTY OF CANADIAN)

Before me, a Notary Public in and for said County and State, on this _____ day of _____, 2011 personally appeared John Alberts, Mayor of the City of Yukon, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as the free and voluntary act and deed of the City of Yukon for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the _____ day of _____, 2011.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT "A"

PROPERTY ADDRESS: 10 W. Main Street, Yukon, Oklahoma 73099

TRACT I

Lot One (1), Block One (1), CARSON ADDITION, an Addition to the City of Yukon, Canadian County, Oklahoma, according to the recorded plat thereof.

ALSO DESCRIBED AS:

A part of the Northeast Quarter (NE/4) of Section Twenty (20), Township Twelve (12) North, Range Five (5) West of the Indian Meridian, Canadian County, Oklahoma, more particularly described as follows:

Commencing at a point 690.00 feet West and 50.00 feet South of the Northeast Corner of Section Twenty (20), Township Twelve (12) North, Range Five (5) West City of Yukon, Canadian County, Oklahoma, Thence South 82°05'00" East along the South right-of-way line (of Highway 66) a distance of 83.35 feet to a Point of Beginning; Thence South 00°04'00" West a distance of 526.04 feet; Thence North 50°57'00" East a distance of 483.35 feet; Thence North 00°03'10" East a distance of 188.50 feet; Thence North 85°59'00" West a distance of 278.20 feet; Thence North 82°05'00" West a distance of 98.35 feet to the Point of Beginning. Containing 133,669.95 square feet or 3.0685 acres.

TRACT II

A tract, piece or parcel of land being a part of the Northwest Quarter (NE/4) of Section Twenty (20), Township Twelve (12) North, Range Five (5) West of the Indian Meridian, Canadian County, Oklahoma, being more particularly described as follows:

Beginning at a point on the West line of Lot One (1), Block One (1), CARSON ADDITION, Yukon, Oklahoma, according to the recorded plat thereof; said point being South 0°04'00" West a distance of 117.00 feet from the Northwest corner of Lot One (1); Thence continuing South 0°04'00" West, along the West line of said Lot One (1), a distance of 394.20 feet to a point; Thence North 49°41'32" West a distance of 70.74 feet to a point; Thence North 0°04'00" East, parallel to the West line of said Lot One (1), a distance of 335.00 feet to a point; Thence North 76°01'42" East a distance of 55.66 feet to the point or place of beginning. Containing 19,687.73 square feet or 0.45 acres, more or less.

ASSIGNMENT OF LEASE 3
1

KNOW ALL MEN BY THESE PRESENTS that we, James F. Snyder and Gloria Pat Snyder, husband and wife, the within named Lessees, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, assign and transfer and by these presents do grant, assign and transfer unto Bar-Co Investments, LLC, the following described leasehold interest to-wit:

(i) The leasehold estate created by that certain Lease dated March 5, 1973, by and among F. Houston Austin and Permelia Austin, husband and wife, John Hubert and Frances Carson Hubert, husband and wife, and James L. Carson and Muriel Carson, husband and wife, as Lessors, and R. Lamar Yount and Robert Lee Yount, as Lessees; said Lease being subsequently assigned pursuant to an Assignment of Lease dated June 30, 1977, from R. Lamar Yount and Robert Lee Yount to Hugh G. McClure and Delilah McClure, husband and wife; said Lease being subsequently assigned pursuant to an Assignment of Lease dated February 2, 1979, from Hugh G. McClure and Delilah McClure, husband and wife, to McClure and Hoelscher, a partnership; and said Lease being subsequently assigned pursuant to an Assignment of Lease dated July 28, 1987, from Hugh G. McClure and Kathy McClure, husband and wife, and McClure and Hoelscher, a partnership, to Bar-Co Investments, an Oklahoma general partnership, composed of Jackie R. Cooper and Barbara Jo Cooper, husband and wife, to an undivided one-half (1/2) interest and to James F. Snyder and Gloria Pat Snyder, husband and wife, as tenants in common, to an undivided one-half (1/2) interest;

(ii) The leasehold estate created by that certain Lease Agreement dated August 31, 1978, by and between McClure and Hoelscher, a partnership, as Lessor, and Fleming Companies, Inc., as Lessee, as amended by that certain Amendment to Lease Agreement dated September 16, 1986, by and between said Lessor and Lessee, said Lease Agreement being subsequently assigned by an Assignment of Lease dated July 28, 1987, from Hugh G. McClure and Kathy McClure, husband and wife, and McClure and Hoelscher, a partnership, to Bar-Co Investments, an Oklahoma general partnership, composed of Jackie R. Cooper and Barbara Jo Cooper, husband and wife, to an undivided (1/2) interest and to James F. Snyder and Gloria Pat Snyder, husband and wife, as tenants in common, to an undivided one-half (1/2) interest;

(iii) The leasehold estate created by that certain Lease dated October 19, 1984, by and between James Carson and Muriel Carson, as Lessors, and Hugh G. McClure, as Lessee, as ratified, reaffirmed and modified by that certain Ratification of Lease dated October 19, 1984, and Modification executed July 28, 1987, by Muriel Carson, Trustee, Francis Hubert also known as Francis Carson Hubert, Samuel Phillip Carson and Permelia L. Austin, said Lease being subsequently assigned by an Assignment of Lease dated July 28, 1987, from Hugh G. McClure and Kathy McClure, husband and wife, and McClure and Hoelscher, a partnership, to Bar-Co

Ret. Reamery & The P
3 S. 6TH St.
Yuccon, OK 73099

LEASE

THIS LEASE, made this 5th day of March, 1973, between F. Houston Austin and Fernelia Austin, husband and wife, John Hubert and Frances Carson Hubert, husband and wife, and James L. Carson and Muriel Carson, husband and wife, (herein called "LESSORS") and R. Lamar Yount and Robert Lea Yount (herein jointly called "LESSEE"),

WITNESSETH:

ARTICLE I

PREMISES AND TERM

Section 1. LESSORS, in consideration of the rents herein reserved and of the covenants and agreements herein contained on the part of the LESSEE to be kept, observed, and performed, have demised and leased and do by these presents demise and lease to the LESSEE the following described real estate situated in Canadian County, State of Oklahoma:

A part of the Northeast quarter (NE 1/4) of Section 20; Township 12 North, Range 5 West of the Indian Meridian, more particularly described as commencing at a point 690.00 feet West and 50.00 feet South of the N.E. corner of Sec. 20-T12N-R5W City of Yukon, Canadian County, Okla. thence S82°05'00" E along the South R/W line a distance of 83.35 feet to a point of beginning. Thence S00°04'00" W a distance of 526.04 feet, thence N50°57'00"E a distance of 188.50 feet, of 483.35 feet, thence N00°03'10"E a distance of 278.20 feet, thence N82°05'00"W a distance of 98.35 feet to the point of beginning. Containing 133,659.95 sq. feet, 3.0685 acres,

together with all and singular the buildings and improvements thereon and the hereditaments, privileges and appurtenances therunto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the above described premises (hereinafter referred to as the "leased premises"), for and during a term of ninety-nine (99) years, commencing June 1, 1973, unless said term shall be sooner terminated as hereinafter provided.

ARTICLE II

RENTAL

Section 1. LESSEE covenants and agrees to pay LESSORS, at the address shown in Article XVI, or at such other place as LESSORS may hereafter, as provided herein, designate in writing,

in legal tender of the United States of America, during the term of this lease, a net rental as follows:

For and during the lease term beginning June 1, 1973 to and including May 31, 1975 (a period of two years) the sum of Three Hundred Seventy-Five and No/100 (\$375.00) Dollars per month; and beginning June 1, 1975 and continuing for the balance of the lease term the sum of Seven Hundred Fifty and no/100 (\$750.00) Dollars per month, payable in advance on or before the 20th day of each and every month during said term.

ARTICLE III
TITLE AND POSSESSION

Section 1. LESSORS covenant that LESSORS have merchantable title to the leased premises free and clear of all liens and encumbrances.

Possession of the leased premises shall be delivered to the LESSEE on or before June 1, 1973.

ARTICLE IV
TAXES AND ASSESSMENTS

Section 1. LESSOR agrees to pay all taxes and assessments of every kind and nature levied or charged against the leased premises during the term of this lease, up to a total sum of \$200.00 per year, as and when the same become due. Lessee agrees to pay all taxes on said premises in excess of \$200.00 per year and all taxes levied against the improvements constructed by LESSEE.

ARTICLE V
CONSTRUCTION

Section 1. LESSEE shall have the right to construct upon the leased premises such buildings and/or improvements as LESSEE may desire and LESSEE may conduct thereon and therein any lawful activity and enterprise which LESSEE may deem desirable.

Section 2. LESSEE may, at LESSEE'S own cost, from time to time during the term of this lease, make such modifications, remodelings, repairs, alterations, and changes in the improvements on the leased premises as LESSEE may in LESSEE'S sole discretion deem advisable, and erect and maintain such lawful sign or signs as LESSEE may deem necessary.

Section 3. Provided the LESSEE is not in default under any terms, covenants and conditions of this lease, the LESSEE shall have the right at LESSEE'S sole cost and expense to demolish all or a portion of the improvements upon the leased premises and construct new or different improvements in place of the improvements so demolished.

ARTICLE VI

USE OF PREMISES

Section 1. LESSEE will not knowingly use or suffer or permit any person to use the leased premises or any building or other improvement at any time situated thereon for any use or purpose in violation of the laws of the United States, the State of Oklahoma, or the ordinances of the City of Yukon.

Section 2. LESSOR agrees, during the term of this lease, that in the event any ground or buildings owned by LESSORS in Block 105 leased herein is sold or leased, (other than to LESSEES herein) that such sale or lease will be imposed with a restrictive covenant prohibiting the use of such property or buildings for any wholesale or retail grocery, food, drug, pharmacy, variety or hardware store competitive to LESSEE, and that such covenant shall run with the land for so long as this lease is in force and effect.

ARTICLE VII

LIENS

Section 1. Whenever LESSEE shall construct, repair, or rebuild improvements on the leased premises, LESSEE covenants to discharge or cause to be discharged every lien filed against the leased premises other than any mortgage of this lease on the LESSEE'S leasehold estate, and LESSEE will indemnify and save LESSORS harmless from all liability, loss or expense with respect thereto. The right of the LESSEE or of any person claiming through or under LESSEE to charge any mechanic's or materialman's liens for labor or materials upon or against LESSORS interest in the leased premises is hereby expressly denied. LESSEE shall have the right to contest the validity of any lien and shall not be deemed in default hereunder while such

contest is being prosecuted in good faith.

ARTICLE VIII

ASSIGNMENT OF LEASE BY LESSEE

Section 1. LESSEE or any subsequent legal holder of the leasehold estate created hereby (which said LESSEE or said subsequent legal holder is hereinafter referred to in this Article VIII as the "legal holder") may sell, convey, or assign its interest in the leased premises and the improvements located thereon; provided that, at the date of said sale, conveyance or assignment, the legal holder shall not be in default in any of the covenants and agreements herein contained to be kept, observed and performed by LESSEE, provided, however, that such sale, conveyance, or assignment by the legal holder shall be evidenced by the legal holder and by the grantee or assignee thereof and duly recorded in the office of the County Clerk of Canadian County, State of Oklahoma; provided, further, that an executed copy of such instrument shall be delivered to LESSORS within thirty (30) days after execution thereof; provided further that the execution of any such assignment shall constitute an assumption by such grantee or assignee of the LESSEE'S obligations hereunder, and provided, further, that after completion of such sale, conveyance, or assignment of this lease in the manner set forth herein, the legal holder so selling, conveying, or assigning shall be thereupon relieved of all liability hereunder except for obligations accruing and/or becoming payable prior to the effective date thereof. The legal holder shall not make any sale, conveyance, or assignment of this lease except in the manner and upon the conditions aforesaid, and any such attempted sale, conveyance, or assignment without such compliance shall be null and void.

Nothing herein contained shall be construed to impair the right of LESSEE to sublet the leased premises, the improvements thereon, and any part thereof; provided that all such sublease agreements shall be made, subject to the terms and provisions of this lease and shall not relieve the LESSEE from liability hereunder.

Section 2. The legal holder is hereby given the right at any time and from time to time, to mortgage its leasehold estate created by this lease; provided, however, (a) that the legal holder at the time such mortgage is made shall not be in default under this lease (b) that no mortgage or anyone claiming through such mortgages shall by virtue thereof acquire any greater rights in the leased premises than the legal holder then had under this lease; and (c) that such mortgage shall be subject to this lease and to the rights of LESSORS hereunder. The mortgage in any such mortgage shall not become liable under this lease unless and until it shall become the owner of the legal title to the leasehold estate, in which event it shall become a legal holder of the leasehold estate as defined in Section 1 of this Article VIII.

Section 3. So long as the leasehold estate created by the lease is subject to the lien of any mortgage (if the LESSORS shall be notified in writing of the existence of such mortgage), then during the period that such mortgage shall continue in force and until delivery and recording of a Sheriff's Deed to the purchaser at a sale in foreclosure thereof, notice of default in the performance of the covenants of this lease (as is required to be given to LESSEE under Article XIII hereof) shall simultaneously be given to said mortgagee.

ARTICLE IX

IDEMNIFICATION AND LESSOR'S RIGHT TO PERFORM

Section 1. If LESSEE shall default in the payment of any impositions (other than rent) or in the performance of any other act on his part to be made or performed as in this lease provided, then LESSORS may, but shall not be obligated so to do, on 30 days notice to or demand upon LESSEE and without waiving or releasing LESSEE from any obligation of LESSEE, pay any such imposition or make any other payment or perform any other act on the part of LESSEE to be made and performed, and all costs, expenses and damages in connection therewith paid or suffered by the LESSORS shall or may be added as additional rent becoming due, after

notice to the LESSEE, on the next rent installment date, but it is expressly agreed hereby that such payment or performance by the LESSORS shall not be deemed a waiver or release of LESSEE'S default.

If, prior to any such payment or performance by LESSORS, or prior to declaration by LESSORS of intent to terminate this lease, LESSEE shall have notified LESSORS, in writing of any default or pending default, and if, at that time, the impositions or acts causing said default are being contested, in good faith, by the LESSEE, or LESSEE is making reasonable and diligent efforts to cure said default, and that, as the result thereof, said default will be cured within a reasonable time. (specifying such time), then LESSORS shall not pay such impositions, appear, defend or otherwise take part in the matters involved (unless made a party or parties to pending litigation), perform such acts, or declare a default hereunder. If the particular default has not been cured within the time specified by LESSEE, LESSORS may proceed as in this section provided or take such other action as may be appropriate under this lease; provided, however, nothing in this ARTICLE shall permit LESSORS to declare a default or an intention to terminate this lease or a termination of this lease, except in strict compliance with provisions of Article XIII, including notice to any mortgagee as required by said Article XIII.

ARTICLE X

FORCE MAJEURE

Section 1. As to the time for performance of any covenant or agreement contained herein to be performed by LESSORS or LESSEE, the time for such performance shall be extended by the same period of time or times that LESSORS or LESSEE is delayed in performance of such covenant or agreement by Acts of God, fire, or other casualty, strikes, lockouts, inability to obtain labor or material, governmental restrictions, and all other similar causes without the fault of neglect of the party unable to perform; provided, however, that this Article shall not be applicable to the obligations of LESSEE to pay cash rentals under the provisions of Article II.

ARTICLE XI

CONDITION OF THE PREMISES

Section 1. LESSEE does hereby accept the leased premises and all improvements thereon in the condition existing on the date of the execution hereof.

Section 2. At the termination of this lease, whether by lapse of time or otherwise, LESSEE shall deliver the premises to the LESSORS and title to all improvements then existing on said premises shall become vested in the LESSORS, without cost, free and clear of all encumbrances except taxes, governmental special assessments which are not delinquent, liens arising from LESSOR'S acts, building and zoning ordinances, and easements and restrictions of record.

ARTICLE XIII

CONDEMNATION

Section 1. If, during the term of this lease, as a result of the exercise of the power of eminent domain, either the entire land and/or improvements, or both, shall be taken, or a portion of each shall be taken with the result that the portion remaining ceases to be of practical economic value to LESSEE this lease shall cease and both the LESSORS and the LESSEE shall thereupon be relieved from all further obligations hereunder from and after the date upon which possession is taken by the condemning authority, and the total award shall be apportioned between the LESSORS and the LESSEE by the court having jurisdiction of the condemnation proceedings upon the basis of the parties' respective interests under this lease and in the improvements located on the leased premises. If at the time such award is made the LESSEE'S leasehold estate created by this lease is subject to the lien of any mortgage, the holder of such mortgage shall be entitled to receive so much of such total award as may be necessary to pay the then unpaid balance of the debt owing under such mortgage, provided, however, that such part of the award as is so apportioned to the LESSEE shall be first applied to such debt.

Section 2. If, during the term of this lease, either:

(1) a portion of the land shall be taken in the condemnation proceedings without resulting damage to the improvements or any part thereof; or

(2) a portion of the land shall be taken in the proceedings with resulting damage to the improvements but the improvements can be practicably rehabilitated and such rehabilitation is economically practical, then:

(a) This lease shall upon the loss of possession or authority, terminate as to the part of the leased premises so taken;

(b) LESSEE shall, at his sole cost and expense, promptly restore the portion of the improvements remaining on the land not so taken to an economically architectural unit, but LESSEE shall not be required to expend in this connection more moneys than are received by LESSEE as a result of the condemnation from the condemning authority.

(c) From and after the date upon which possession is taken by the condemning authority, the rent shall abate for the remainder of the term of this lease in the same proportion as the square footage of land taken bears to the square footage of the land before taking.

(d) The total condemnation award shall be apportioned between LESSORS and LESSEE as follows: LESSEE shall be entitled to receive out of the award, an amount sufficient to reimburse LESSEE for restoring the portion of the improvements remaining on the portion of the land not so taken, and any balance of the award shall be divided equally between the LESSORS and the LESSEE, provided, however, that if at such time the LESSEE'S leasehold estated created by this lease is subject to the lien of any mortgage, the holder of such mortgage, at its option, shall be entitled to receive so much of the total award as may be necessary to pay the then unpaid balance of the debt owing under said mortgage, provided however, that such part of the award which otherwise would be payable to the LESSEE shall be first applied to such debt.

Section 3. If at any time during the term of this lease, either of the following shall occur:

- (a) The commencement of a condemnation proceeding which is thereafter abandoned by the condemning authority; or
 - (b) A condemnation for governmental occupancy for a limited period, then and in such event, this lease shall not terminate and lessee shall continue to perform all of its obligations under this lease as though such taking had not occurred except only to the extent LESSEE may be prevented from performing such obligations the terms of the order of the authority authorizing such taking.
- In the event of the occurrence of the contingencies set forth in subparagraphs (a) or (b) hereinabove, LESSEE shall be entitled to receive the entire amount of any award made as a result thereof (whether paid by way of rent, damages or otherwise, unless the period of governmental occupancy extends beyond the termination of this lease, in which case the award shall be apportioned between the LESSORS and the LESSEE by the court having jurisdiction of the condemnation proceedings upon the basis of the parties' respective interests under this lease as of the date of such termination.

ARTICLE XVIII

DEFAULT - REENTRY

Section 1. If LESSEE at any time during the term of this lease:

- (1) Shall fail, within thirty (30) days after the same becomes due, to make payment of any installment of rent or any other sums herein specified to be paid by LESSEE when due to LESSORS or others, as the case may be, and such failure to pay shall continue for a period of thirty (30) days thereafter after written notice thereof has been given by LESSORS to LESSEE; or
- (2) Shall fail, within sixty (60) days after written notice thereof has been given by LESSORS to LESSEE to cure any default of LESSEE in the observance of performance of any of LESSEE'S other covenants, agreements or obligations hereunder, then and in any such event LESSORS shall have the right at their option

or at any time thereafter, and while such default or defaults shall continue, to terminate this lease and all of LESSEE'S rights hereunder upon the following conditions:

(a) That LESSORS shall give prior notice in writing to LESSEE OF LESSOR'S intention to terminate this lease on the date to be specified in such notice, which date shall be not less than thirty (30) days after the date of the giving of such notice;

(b) That in case the leasehold estate created hereby shall be subject to the lien of any mortgage at the time any default occurs hereunder, LESSOR shall give not less than ninety (90) days prior notice in writing to the mortgagee in advance of any date of termination or the existence and nature of the default or defaults on the part of the LESSEE during which ninety (90) day period such mortgagee shall have the right to cure or cause to be cured the said default or defaults by LESSEE, in which event this lease shall not terminate.

Provided such default or defaults have not been cured within the periods of time specified in the notices provided to be given in conformity with the provisions of subparagraphs (a) and (b) immediately preceding, all rights granted LESSEE hereunder shall create and determine, and LESSEE hereby covenants to yield up and surrender peaceably and quitely to LESSORS the leased premises.

The words "cure" or "cured" or "caused to be cured" as used in this Section 1 are hereby defined as the correction of any default or situation creating a default, in the performance of the covenants under this lease within the respective periods set forth in the Section 1 during which such default may be cured, except that as to any default by its nature cannot be cured within the period of time set forth in this Section 1, the

ARTICLE XV

CORNER PROPERTY

Section 1. If, upon the expiration of the now outstanding lease to Mobil Oil Company described in Article XIV above and covering the 200 foot x 200 foot corner adjacent to the property herein leased, LESSOR shall desire to relet said corner, then LESSEE herein shall have the first right to lease the same, and if LESSOR has an offer from anyone other than LESSEE herein, LESSOR agrees to furnish LESSEE a copy of such offer in writing and LESSEE shall have the right to lease said corner upon the same terms and conditions as contained in said offer.

ARTICLE XVI

NOTICES

Section 1. All notices or requests which may be or are required to be given by either the LESSOR or the LESSEE shall be in writing and shall be sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the parties hereto at the respective addresses set forth below or at such other addresses as the parties, their successors or assigns may designate in writing delivered pursuant to the provisions hereof.

Notice to Lessee:

Notice to Lessors:

James L. Carson
124 Main
Yukon, Okla. 73099

Section 2. Whenever two or more persons, parties or other legal entities are the owners of the fee simple title to the premises subject at this lease, all of such owners shall at all times collectively designate one of such owners (and furnish his or its address) to receive and give all such notices and to receive all rentals due under this lease, for and on behalf of all

of such owners. Any such designation shall be effective when signed by a majority in interest of LESSORS as same appears of record.

Section 3. If the legal title to the leasehold estate created hereby shall become vested in two or more persons, parties or other legal entities, the owners thereof shall at all times collectively designate one of such owners (and furnish his or its address) to receive and to give all notices hereunder for and on behalf of all such owners. Any such designation shall be effective when signed by a majority in interest of LESSEES as same appears of record.

Section 4. Until a change of destination is furnished to the other party as herein provided, such other party shall be conclusively entitled to rely upon the last name and address previously furnished.

ARTICLE XVII

MISCELLANEOUS

Section 1. LESSORS agree to join in the application for any and all permits or licenses required during this lease for construction, repair or alteration of the leased premises.

Section 2. All materials and equipment removed by LESSEE from the leased premises in connection with any construction alteration, repair or rebuilding of improvements by the LESSEE shall belong to the LESSEE.

Section 3. It is understood and agreed that LESSEE may from time to time mortgage his leasehold estate. In the event any such mortgage requires modifications of this lease, LESSORS agree to execute and deliver such reasonable modifications as may be required by such mortgagees. However, nothing in this lease shall be construed as an agreement by the LESSORS to any modification of this lease to subordinate the fee estate to any mortgage of the LESSEE.

ARTICLE XVIII

HEIRS AND SUCCESSORS

Section 1. All of the terms, provisions, and conditions hereof shall extend to and be binding upon the heirs, devisees,

personal representatives, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this lease indenture to be executed under their respective seals the day and year first above written.

F. Houston Austin
F. HOUSTON AUSTIN
LESSOR

Permelia Austin
PERMELIA AUSTIN
LESSOR

John Hubert
JOHN HUBERT
LESSOR

Frances Carson Hubert
FRANCES CARSON HUBERT
LESSOR

James L. Carson
JAMES L. CARSON
LESSOR

Muriel Carson
MURIEL CARSON
LESSOR

R. Lamar Yount
R. LAMAR YOUNT
LESSEE

Robert Lee Yount
ROBERT LEE YOUNT
LESSEE

ACKNOWLEDGMENT General Form

STATE OF KANSAS, MIAMI COUNTY, MOORE MO. A. D. 19 73, before me, the undersigned, Notary Public F. Houston Austin and Permelia Austin, husband & wife

Notary Public personally known to me to be the same person who executed the within instrument of writing, and acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notary seal, the day and year last above written.

Term expires April 15, 1973

Notary Public

Hall Laha, Co., Topeka





Internal Tracking Number: YUKON: Bill Pay-001

July 14, 2011

City of Yukon Bill Pay Module

500 West Main Street
Yukon, OK 73099

Objective

The objective of this proposal is to outline the project for OK.gov to deliver and host a Bill Pay module for the City of Yukon (hereinafter, "YUKON"). This Bill Pay Module may facilitate credit card and EFT payments and will be accessed from the YUKON's current website. YUKON plans on using the Bill Pay Module to collect utility payments from YUKON citizens initially, but also plans to expand their payment types at a later date in hopes of processing transactions from other departments for fees, donations, payments, etc...

Participants

OK.gov – Oklahoma's Official Website

OK.gov is the State of Oklahoma's Portal created by Title 62 Section 34.24. The purpose of the Portal is to serve as the single point of access by citizens and businesses to State of Oklahoma government services, information and transaction processing. The Portal is operated through an agreement dated January 1, 2010, between Oklahoma Interactive (hereinafter, "OI"), a wholly owned subsidiary of NIC, Inc., and Oklahoma's Office of State Finance (hereinafter, "OSF"). The agreement is hereby incorporated by reference into this proposal.

OK.gov provided opportunities for Oklahoma governmental entities to engage with the portal provider, OI, to develop electronic government services for their constituents. OI provides the resources to create and maintain eGovernment solution(s) for the agency mentioned below and OSF oversees the operations of OI ensuring excellence in e-Government for state agencies.

The role of OSF is to oversee the project development during the lifespan of this project.

The role of OI is to:

- Provide application development and implementation
- Provide marketing, creative services and project management

YUKON – City of Yukon

The mission of YUKON is to serve Yukon citizens each day with these shared common goals: To provide excellent customer service, To utilize cutting edge technology, To respond quickly to issues and concerns, To focus on continuous improvement, To offer programs and services that meet or exceed your expectations. Please visit <http://www.cityofyukonok.gov> to learn more about the City of Yukon.

Scope of Service / Deliverables

OK.gov will provide a Bill Pay module for YUKON. The Bill Pay module will include:

- A logical navigation tool.
- Pages that meet the State of Oklahoma's Web Accessibility Standards.
- Hardware, software, maintenance and upgrades necessary to host the Bill Pay module.
- Use of the www.ok.gov domain for the YUKON Bill Pay module.
- A training plan to assist YUKON in creating and maintaining their desired results within the Bill Pay module.
- The Standard Municipal Agency Template using a "red" standard color scheme (refer to example in Appendix C).
- Administratively defined online forms to collect Bill Pay information from public users.
- A set-up utility for YUKON to manage Bill Pay accounts, corresponding departments, categories, and online forms.
- A reporting utility for Bill Pay transactions, which includes the ability to print receipts and complete refunds up to 60 days.
- A web service utility is available upon request to enable CSV or XML exports of the data collected through the Bill Pay module. YUKON is responsible for creating scripts to transfer data.

Assumptions

- The Bill Pay module will be delivered by OK.gov and accessed through a link provided on the YUKON current website. It may facilitate both credit card and electronic funds transfer (EFT) payments.
- Bill Pay module payments will be deposited to a bank account designated by YUKON.
- YUKON will be responsible for managing its own bill payments using the administrative tools provided in the Bill Pay module. This includes the set-up of bill pay accounts, corresponding departments, categories, online forms, and receipts, as well as the daily production of transaction reports. Once delivery has been completed, OK.gov should only be required to intervene where it is necessary to change the bank account to which funds will be deposited.
- The Bill Pay module will access a supporting database to be developed and hosted using the portal Oracle database.
- Any layout change will be submitted via change request form to the identified project manager at OK.gov.
- OK.gov will develop the application and website based on the State of Oklahoma Information Security Policy, Procedures, Guidelines (http://www.ok.gov/OSF/documents/StateOfOklahomaInfoSecPPG_osf_12012008.pdf).

- All timeframes are based upon resources and staffing from YUKON and OK.gov.
- Placing this project on hold may be done in any of the following manners:
 - At YUKON request and following a signed On Hold Change Request form, OK.gov will place a project on hold.
 - OK.gov will place a project on hold if no communication is received from YUKON within a consecutive 4 week time frame.
- Once YUKON determines to re-engage a project that has been placed 'on hold', the project will be subject to re-scoping based on OK.gov queue and resource availability and may incur additional charges.
- Canceling this project may be done in any of the following manners:
 - Should a project remain on-hold for more than 6 months, the project will be subject to cancelation by OK.gov and OSF.
 - YUKON may terminate this proposal for any reason upon giving OI thirty (30) days prior written notice.

Project Team Members

OK.gov will provide the following staff for this project:

- Contractual Contacts
 - Mark Mitchell, General Manager
405.524.3468 ext. 120
mark.mitchell@www.ok.gov

 - Jill Willhoite, Director of Marketing & Operations
405.524.3468 ext. 127
jill.willhoite@www.ok.gov
- OSF Liaison
 - Joseph M. Fleckinger, Deputy Director of Information Technology
405.522.4026
joe.fleckinger@osf.ok.gov

YUKON will provide the following dedicated staff to this project:

- Contractual Contact
 - Grayson Bottom, City Manager
405.354.1895
gbottom@cityofyukonok.gov
- Primary Project Contact
 - Terri Peak, Utility Billing
405.350.3911
tpeak@cityofyukonok.gov

Development Cycle

OK.gov will approach the development of this project as described in the project lifecycle illustration provided in Appendix A.

Communications

1. Project updates will be published on a regular basis and distributed via e-mail to project team members.
2. Questions or concerns can be communicated during meetings, via email or phone.
3. Changes to the project plan, such as dates or scope changes will be communicated through a change form.
4. YUKON will receive an acceptance letter for signature approval of project before OK.gov will place the Bill Pay Module into production (refer to example in Appendix B).

Responsibilities

OSF shall:

- A. Provide equipment, software and system integration necessary for the portal to achieve the objectives specified in the proposal.
- B. Provide reasonable levels of support, as mutually agreed upon, to place the application online.
- C. Oversee the timely and effective performance of this Agreement from OSF's perspective, and assist YUKON in resolving constructively any problems and any issues that may arise in connection with this project.
- D. Be a contractor to, and not a partner, agent or joint venturer with YUKON in the development of the Bill Pay Module or the use or publication of any information or materials in connection therewith.
- E. To the extent permitted by applicable state law, indemnify and hold harmless YUKON, its officers, employees, staff, agents and contractors (except for private or non-state providers which may not be indemnified) from the use of materials or information provided by OSF or appearing on the OSF website.

YUKON shall:

- A. Oversee the timely and effective performance of this Agreement from YUKON's perspective, and assist OK.gov in resolving any issues that may arise in connection with this project.
- B. Provide reasonable levels of support, as mutually agreed upon, to place the application online. YUKON understands that this support may require programming or system integration action on its part.
- C. Provide assistance to OK.gov in developing the application requirements document for this task.
- D. Use the portal as its exclusive provider for all applications and/or services developed by OK.gov for YUKON. Nothing in this Agreement shall be construed to limit the general public's access to public records as provided by the Oklahoma Open Records Act.
- E. Provide electronic access to OK.gov for the purpose of supporting the application. This access method will be agreed upon by OK.gov and YUKON.
- F. To the extent permitted by applicable state law, indemnify and hold harmless OSF, its officers, employees, staff, agents and contractors (except for private or non-state providers which may not be indemnified) from the use of materials or information provided by YUKON or appearing on the Bill Pay Modules.

- G. Provide for review to the State Governmental Technology Applications Review Board, created by Title 62, Oklahoma Statutes, Section 34.27, all proposed convenience fees to be charged to users of the application(s), if applicable.

Timing and Cost

We are prepared to begin this project within 3 weeks of acceptance of this proposal. Project timelines and completion will be determined based on project and business practices defined during initial phases of project. These timing estimates are based upon the above assumptions and depend on the availability of information needed to accomplish the objectives and the availability of agency staff for interviews, review of deliverables and timely response to information requests.

The project will commence with a basic demo and/or training provided by OK.gov. The designated signatory will then be asked to sign a Letter of Acceptance (LOA). Once the LOA is signed, the agency will be given appropriate access to the Bill Pay module. It will be the agency's responsibility to sign up for and/or request any necessary training sessions to be provided by OK.gov.

This project will be funded by an ongoing \$1 transaction fee for each transaction processed by the OK.gov payment module. YUKON may elect to absorb the transaction fees or pass onto the end user. YUKON is responsible for payment of all merchant fees.

Any changes to the scope of services outlined in this proposal could result in costs to the agency. Such changes will be documented under separate cover and agreed to by all parties. The cost of this project is based upon the pricing agreed to under the OSF/OI agreement dated January 1, 2010, and any subsequent amendments. Payment is due within 45 days upon receipt of invoice from OSF.

The terms outlined in this proposal are understood and agreement is signified by the undersigned:

City of Yukon
500 West Main Street
Yukon, OK 73099

Office of State Finance
Information Services Division
State of Oklahoma

By:

Grayson Bottom
City Manager

By:

Joseph M. Fleckinger
Deputy Director of Information Technology

Date:

Date:

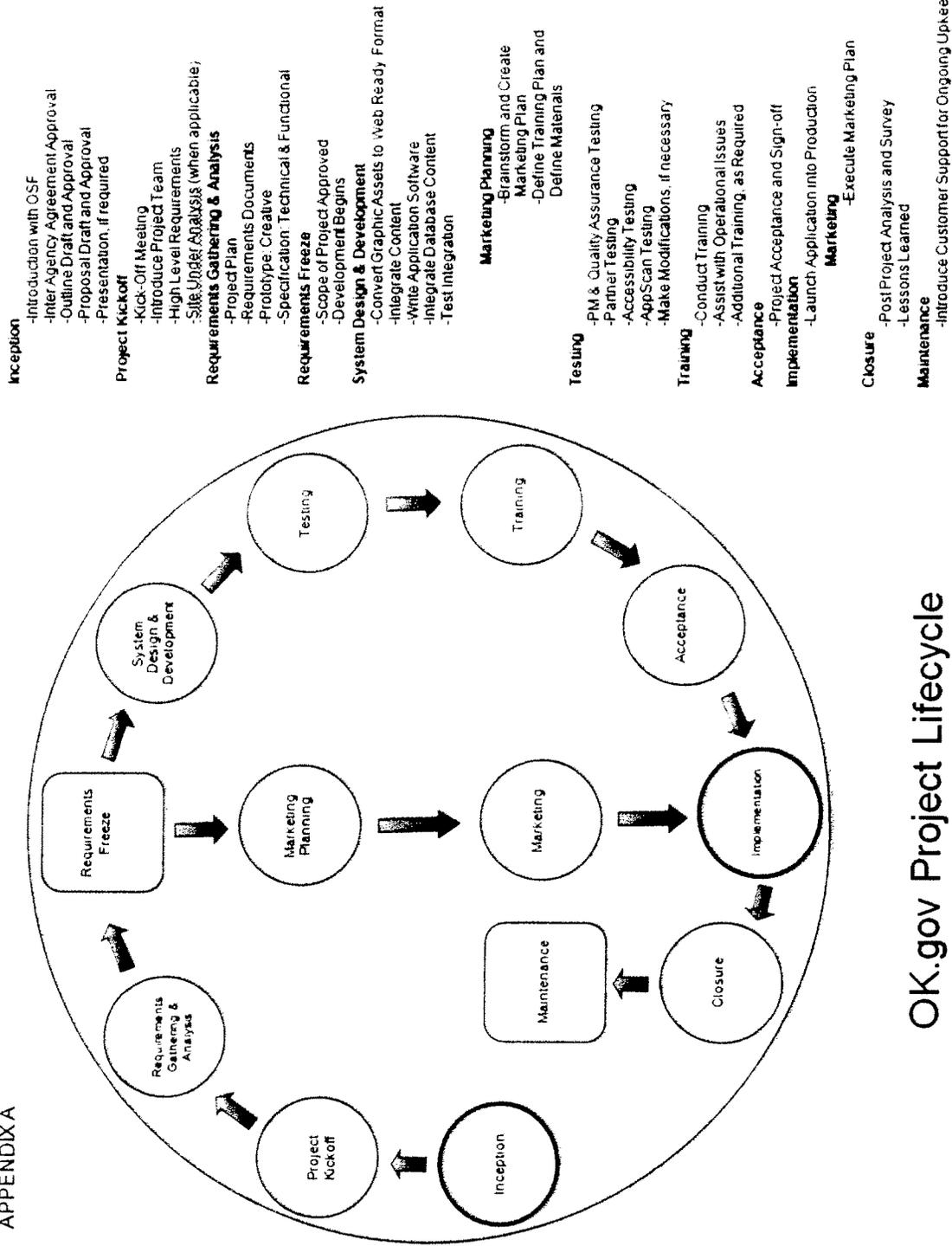
Oklahoma Interactive
410 N. Walnut, Suite 160
Oklahoma City, OK 73104

By:

Mark Mitchell
General Manager

Date:

APPENDIX A



OK.gov Project Lifecycle

APPENDIX B: Sample Letter of Acceptance (LOA)

<Today's Date>

<Agency Name>
<Application Name>
 <Agency Address>
 <Agency City, State Zip>

Re: Acceptance of the <Agency Acronym> Bill Pay Module

On behalf of the <Agency Name> ("Agency"), this certifies that OK.gov has built and developed the below enumerated Application in accordance with the Agency's guidelines and the rules governing dissemination of the Agency's records and OK.gov is authorized to deploy this service on the State's Internet Portal, OK.gov ("Portal").

Agency further certifies that it understands OK.gov exercises no control or censorship whatsoever over the content of the Agency's records or other data or text furnished by Agency, as displayed on the Portal through this application.

Applicable Applications:

<Agency Abbreviated Name: Application Name>				
Terms	Completed	Accepted	Scheduled Launch	Cost
Delivery of the Bill Pay Module	Yes	Yes	<Launch Date>	<Transaction Fee Amt>

I hereby accept the completion of the <Agency Name> <Application Name> Application as agreed in the application <proposal or change request> document dated <proposal or change request date>. This application was developed by OK.gov on behalf of the Agency at a cost of:

- A \$<Transaction Fee Amount> fee for each financial transaction performed by the licensing application paid to OSF by <Agency Abbreviated Name>. Statutory renewal fees vary, as will the associated merchant processing fees.
- A \$<Transaction Fee Amount> fee per new licensee added and renewal created by <Agency Abbreviated Name> admin users paid to OSF by <Agency Abbreviated Name>.

Signed _____
 <Agency Contract Signor Name>
 <Agency Contract Signor Title>

Dated _____

Signed _____
 <OI Representative Name>
 <OI Representative Title>

Dated _____

Appendix C: Standard Municipal Bill Pay Template Example

Agency Logo Here

ONLINE PAYMENT CENTER

[Home](#) / [Select Service](#)[Back to the City of Evansville Homepage](#)

CITY OF EVANSVILLE Online Payments

Welcome to the City of Evansville's Online Payment Portal. There is a \$1.00 fee for using this service.

What Would You Like To Pay For?
Select from the list or dropdown menu below.

- [MUNICIPAL COURT - Bond](#)
- [MUNICIPAL COURT - Citation](#)
- [PARKS & RECREATION - Donation to Friends of the Park](#)
- [PARKS & RECREATION - Pavilion & Amphitheater Deposit](#)
- [PARKS & RECREATION - Pavilion & Amphitheater Rent](#)
- [UTILITY - Utility Payment](#)

SAMPLE

Powered by [www.OK.gov](#) | [OK.gov Help Desk](#) | [OK.gov Policies](#) | [About Oklahoma's Web Portal](#) | [Feedback](#)

DRAFT

ORDINANCE NO. 1268

AN ORDINANCE WHICH PROVIDES AMENDMENT TO THE CODE OF ORDINANCES OF THE CITY OF YUKON, OKLAHOMA BY AMENDING APPENDIX A-ZONING ORDINANCE BY AMENDING SECTIONS 605.9, 605.93, 605.95, 605.954, 605.955, 605.957, 605.981, 605.982 and 605.987 PLANNED UNIT DEVELOPMENT SUPPLEMENTAL DISTRICT-COMMERCIAL, PROVIDING FOR PURPOSE OF PLANNED UNIT DEVELOPMENT SUPPLEMENTAL DISTRICT; PROVIDING FOR: A MASTER DEVELOPMENT PLAN; SITE REVIEW REQUIREMENTS; CONSIDERATION FOR LOCATION OF TREES; PUD AREA OF NOT LESS THAN TWO ACRES; SITE ILLUMINATION; SUBSTITUTION OF COMMUNITY DEVELOPMENT DIRECTOR FOR ZONING ADMINISTRATION; DEVELOPER TO PROVIDE CONTACT INFORMATION; INFORMATION REQUIRED FOR DESIGN STATEMENT; FEE FOR DEVIATIONS; RENUMBERING; AND DECLARING AN EMERGENCY.

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

SECTION 1.

Appendix A-Zoning Ordinance of the Code of Ordinances of the City of Yukon be and the same is hereby amended by amending Sections 605.9 through 605.999, inclusive, Planned Unit Development Supplemental District-Commercial to read as follows:

605.9 Planned Unit Development Supplemental District—Commercial.

The Planned Unit Development, herein referred to as PUD, is a special zoning district category that provides an alternative approach to conventional land use controls. The PUD may be used for particular tracts or parcels of land that are under common ownership and are to be developed as one unit according to Master Design Statement and a Master Development Plan. The PUD is subject to special review procedures and, once approved by the City Council, it becomes a special zoning classification for the property it represents.

605.91 Purpose.

The intent of the Planned Unit Development District-Commercial is:

1. Encourage the unified design of commercial facilities and to provide for integrated developments having harmony of design and variety of function while

maintaining appropriate limitations on the character and intensity of use, assuring compatibility with adjoining and proximate properties.

2. Permit flexibility within the development to maximize the unique physical features of the particular site and a pattern of development that preserves outstanding natural topography, geological features, and prevents soil erosion.
3. Provide for a creative approach to the use of land and related physical development and provide greater flexibility in the design of buildings, courts, and circulation, that would not otherwise be possible through the strict application of zoning district regulations.
4. Encourage efficient use and re-use of land, and facilitate economic arrangement of buildings and circulation systems.
5. Achieve a continuity of function and design within the development that results in an economically feasible project which conforms to the comprehensive plan and is compatible with development patterns in the surrounding neighborhood.
6. Provide a tool for negotiating modifications in design regulations in order to achieve innovative design solutions that will protect the health, safety, and general welfare of the citizens.

The PUD District is designed to provide for small and large-scale development incorporating commercial and permitted related noncommercial uses that are planned and developed as a unit.

605.92 Approval.

Commercial planned unit developments (PUDs) may be allowed in any commercial district upon review by Planning Commission and approval by City Council. No PUD approval shall be granted unless the development meets the use, density, and other limitations of the zoning district in which it is located, except as such requirements may be lawfully modified as provided by this code. Compliance with the regulations of this code in no way excuses the developer from the applicable requirements of a subdivision ordinance, except as modifications thereof are specifically authorized in the approval of the application for the PUD.

605.93 Effect of commercial planned unit development approval.

1. Approval of a commercial PUD application by the City Council adopts the commercial PUD Master Development Plan prepared by the applicant and reviewed as part of the application. The commercial PUD Master Development Plan establishes new and specific requirements for the amount and type of land use, development regulations, and location of specific elements of the development such as screening and points of entry.

2. The commercial PUD classification supplements any previous zoning district classification for the parcel.

3. Where there is no provision in the commercial PUD Master Development Plan for special development regulations, the requirements of the most restrictive conventional zoning district in which a proposed use or a structure is permitted shall be applied to the development.

605.94 Uses permitted in commercial planned unit developments.

A commercial PUD may include commercial uses allowed in the Office Districts, Restricted Commercial District, Planned Shopping Center District, and Convenience Commercial District, however no use is permitted in a commercial PUD unless it is a permitted use within the underlying zoning district designated for the property on which the commercial PUD is being proposed. If commercial use is not permitted in the zoning district in which the development is to be located, a change of zoning district shall be required and must be accompanied by an application for a zoning amendment. The commercial uses allowed within the proposed PUD shall be further governed by the requirements of the commercial PUD Master Development Plan.

605.95 Site review requirements.

Because the PUD provides the opportunity for higher densities, greater design flexibility, mixed land uses, and improved marketability; the applicant should be prepared to provide amenities and services that might not be required or possible in a conventional development. Review and approval of a PUD is therefore, a process of negotiation between the City of Yukon and the applicant to achieve the intents and purposes of these regulations and the comprehensive plan. The following factors should be specifically included as review criteria for the evaluation of a PUD application. Other factors not listed herein may also be considered in the review process in order to respond to specific design and land use proposals.

Other factors not listed herein may also be considered in the review process in order to respond to specific design and land use proposals.

605.951 Design Standards

1. The proposed commercial PUD shall be designed to provide for the unified development of the area in accordance with the spirit and purpose of adjacent land uses and zoning districts.

2. Design of the commercial PUD may provide for modification of conventional zoning ordinance requirements for such elements as yard areas, densities, setback and height on individual lots in accordance with the commercial PUD Master Development Plan.

3. Density, land use, and intensity of use requirements shall be based on the Master Development Plan and shall be reviewed carefully to ensure the general health, safety, and welfare of the community.

4. Building code requirements shall not be reduced in the design of a PUD.

5. Location of all buildings and improvements shall be shown in the PUD Master Development Plan.

6. Screen undesirable views, such as service areas & trash receptacles, from pedestrian views and public streets.

605.952 Arrangement

Where feasible, uses with the least height, density, and impact shall be arranged around the boundaries of the development.

605.953 Specific Regulations

Lot area, width, yard, height, density, and coverage regulations shall be determined by the approval of the PUD Master Development Plan.

605.954 Landscaping and signs

1. Landscaping, fencing, and screening related to the use within and along the perimeter of the site shall be planned and a concept plan presented to the Planning Commission for approval and as a means of integrating the proposed development into its surroundings. A planting plan showing proposed tree and shrubbery plantings shall be prepared and a schedule for planting included in the PUD Master Development Plan. The Property Owners Association Agreement shall provide for maintenance and upkeep of the landscaping. A grading and drainage plan shall also be submitted to the Planning Commission with the application. Consideration should be given to the location of trees and shrubs, so that when they reach mature height and size they do not interfere with utility services. Property owners shall keep vegetation trimmed so that it does not obstruct the free, convenient and safe travel over and along streets and sidewalks.

2. The size, location, design, and nature of any signs as well as the intensity and direction of area or floodlighting shall be detailed in the application.

605.955 Location Requirements and Area Requirements

1. A PUD may be permitted in any commercial district set forth in 605.94.

2. No PUD shall have an area not less than two (2) acres.

605.956 Ownership

The development shall be in single or corporate ownership at the time of application, or the subject of an application filed jointly by all owners of the property.

605.957 Site Illumination

Provide site illumination that is designed, located, and installed to achieve specific average footcandles in order to provide safe pedestrian and vehicle circulation as well as minimize adverse impacts on adjacent properties. This standard shall apply to light poles and/or wall mounted luminaries for all areas within the site to achieve the following standards:

1. Provide site illumination to achieve maintained average of three footcandles (not less than .75 footcandles) throughout all parking areas;
2. Provide site illumination to achieve a maintained average of six footcandles (not less than 1.5 footcandles):
 - a. Along pedestrian walkways and common areas;
 - b. Within areas of concealment in need of visual access;
 - c. At all building entries and exits.
3. Provide site illumination that is designed, located, and installed in a manner to minimize light trespass on adjacent properties by utilizing cutoff luminaries, house-side shields, and/or light-limiting accessories where needed.

605.958 Offstreet Parking Requirements

All required parking spaces for commercial uses shall be provided on the lot containing the use they are intended to serve or in a common parking area. Common parking areas serving commercial uses shall be designed and located in an accessible manner to the uses they serve. The use of public right-of-way for parking shall be prohibited. Provisions for the ownership and maintenance of common parking that will ensure its continuity and conservation shall be incorporated in the PUD Master Development Plan, Property Owners Association Agreement and subdivision plat, in compliance with the provisions of Section 406 of the Zoning Ordinance and Article IV of the Subdivision and Platting Regulations.

605.959 Open Space

Common open space constitutes an essential ingredient in a PUD and is one of the most important design elements. Open space should be distributed more or less equitably throughout the PUD in relationship to the commercial buildings that are intended to be served by the open space. Adequate guarantees must be provided that the common open space areas are preserved and maintained for those purposes only. A property owners association shall be required to

improve, operate, and maintain all such common open space areas, and other communally owned facilities.

A minimum of ten (10) percent of the gross area of commercial property of any PUD shall be designated as landscaped open space not to be used for streets or parking.

605.960 Streets and Alleys

Proposed streets and alleyway modifications shall satisfy the following criteria:

1. Street right-of-way and paving widths shall be adequate to provide traffic carrying and utility installation capacity related to the design of the overall street system, the function of the individual street, and the land uses served.
2. Private streets shall be clearly marked "Private street not maintained by the City of Yukon."
3. Private streets and alley modifications shall satisfy the criteria for public facility modifications. Construction must meet City standards at the time of installation and is subject to inspection by the City.
4. Private streets shall not be connected to an adjacent parcel that is not a part of the PUD in order to discourage the circulation of traffic into and through the private street system.
5. Proposed gated entrances to a PUD shall be reviewed to ensure the accessibility of emergency vehicles at all times.
6. The owner/applicant shall clearly demonstrate the existence and capability of a property owners' association to provide the ongoing and long-term maintenance of the private street and alley facilities that will not be provided by the City.
7. Street design should be innovative and restrict through traffic from other areas as much as possible.
8. Encouragement should be given to design of short local streets serving limited areas.
9. Reduction of design widths on street design in a conventional pattern should not be approved.

605.97 Bulk and Area Requirements

Except as otherwise noted, all measurements for lot coverage and setbacks shall include roofs, eaves, and overhangs.

605.971 Setbacks

All lot line set backs shall be addressed in the PUD Master Development Plan.

605.972 Building Height

The height of all commercial structures shall be set in the PUD Master Development Plan and as determined by the Planning Commission.

605.98 Administration of Planned Unit Development

Subject to §605.956 hereof, any person, corporation, partnership, association, or combination thereof, owning or possessing a property right or interest in or to a tract meeting the site requirements for a PUD may make application for a PUD Master Development Plan and a supplemental zoning district designation PUD.

An application for the approval of a Master Development Plan and the supplemental district designation (i.e., C-1 PUD) may be processed simultaneously with and contingent upon an application for an amendment to the zoning map.

605.981 Pre-application Conference

Before submitting an application to rezone property to the PUD District, the applicant shall confer with the Community Development Director and or his designee in order to become familiar with the PUD review process. The Community Development Director and or his designee will inform the applicant of potential problems that might arise and information required for filing the application.

At the pre-application conference, the applicant should provide the following.

1. Boundaries of the property involved.
2. Existing roadways, easements, and waterways.
3. A general plan of development at a level of detail sufficient to indicate the nature and scope of the project including:
 - a. The location and extent of commercial elements.
 - b. Proposed locations of major open space areas.
 - c. Location of major circulation facilities.

- d. Proposed treatment of the perimeter of the PUD bordering other zoning districts.

605.982 Required Submissions

Following the Pre-application Conference, an application for a PUD may be filed with the Planning Commission. The application shall be accompanied by the payment of a four hundred dollar (\$1500.00) fee. The application shall be in such format and content as the Planning Commission may by resolution establish; provided, that three (3) copies of a PUD Master Development Plan shall accompany the filing of the application. The Master Development Plan shall include but not be limited to the following design statement and graphic elements:

1. **Design Statement.** The design statement is a written report submitted as part of the PUD Master Development Plan containing a minimum of the following elements:
 - a. Title of the PUD.
 - b. List of the Property Owners and/or developers (including all contact information, including e-mail address(es)).
 - c. Specific location of the proposal, and a legal description of the property, and the approximate phases and sequence in which the development is proposed to be built, if any.
 - d. Reference to the comprehensive plan policy for the subject property, including a map showing zoning and land uses within a minimum of 300 feet of the subject property.
 - e. An explanation of the character of the planned development.
 - f. An acreage or square foot breakdown of land use areas and density proposed.
 - g. Gross area, lot area, and open space calculated to the nearest square foot.
 - h. A general description of building types, sizes, and proposed architectural style.
 - i. Existing and Proposed Land Uses.
 - j. A description of the following physical characteristics of the existing site: elevation, slope analysis, soil characteristics and tree cover.

- k. Drainage information delineating F.E.M.A. 100 year flood plain levels.
 - l. A statement of utility lines and services to be installed, including which lines will be dedicated to the City and which will remain private.
 - m. A description of lighting for the development.
 - n. A description of trash collection facilities for the development.
 - o. A description of sidewalks & pedestrian paths within the development.
 - p. A description of screening and landscaping for the development, including any required buffering.
 - q. Covenants and restrictions for the development establishing perpetual maintenance and improvement responsibilities for all common areas, drainage improvements, development entrance landscaping, gated entryways, and other amenities. All amenities that serve the development as a whole should have their perpetual maintenance and improvements provided for in the covenants and restrictions.
 - r. Assurances that the City of Yukon shall be entitled to enforce covenants pertaining to maintenance of common areas, drainage, structures, landscaping, gates, entrances, streets, alleys and other improvements.
 - s. A statement on the existing and proposed streets, including right-of-way standards and street design concepts.
 - t. Maintenance plan pertaining to all common areas, drainage improvements, landscaping, entry gates, and other amenities serving the development.
 - u. A schedule setting forth the size, location and contents of all street signs.
 - v. A schedule of proposed street names and mailing addresses.
2. **Graphics.** The applicant shall provide graphic representation of the following:
- a. Proposed land uses including public uses and common open space.
 - b. Location of all setback lines and maintenance easements required.
 - c. Vehicular and pedestrian circulation plan.
 - d. Parking, loading, and paving plan.

- e. Stormwater drainage plan.
 - f. Landscaping plan.
 - g. Delineation of any proposed construction phasing of the PUD.
 - h. Proposed signage.
 - i. Right-of-way, easements, and utility locations.
 - j. Indication of existing natural features of the property, including water features, floodplains, unique natural features, and vegetation.
 - k. Topography (if deemed necessary by the Community Development Director during the pre-application conference.)
 - l. Building elevations.
3. ***Phased Development Schedule.*** The applicant shall provide a description of the proposed sequence and schedule of development.

The PUD Master Development Plan shall include sufficient text and graphics for the Community Development Director, Planning Commission, and City Council to determine if all of the requirements of this Section are met. Information not listed above but deemed necessary by the Community Development Director during the pre-application conference shall be put in writing and be required for inclusion in the PUD Master Development Plan.

605.983 Public Hearing and Planning Commission Action.

The Planning Commission, upon the filing of an application for the supplemental district designation PUD, shall set the matter for public hearing and give twenty (20) days of notice thereof by publication in a newspaper of general circulation in addition to other notice requirements. Additional notice shall be given by the posting of a sign or signs on the property. Within a reasonable time from the filing of an application, the Planning Commission shall conduct the public hearing and shall determine:

- 1. Whether the PUD is consistent with the Comprehensive Plan;
- 2. Whether the PUD harmonizes with the existing and expected development of surrounding areas;
- 3. Whether the PUD is a unified treatment of the development possibilities of the project site;

4. Whether the PUD is consistent with the stated purposes and standards of this section.

After notice and public hearing, the Planning Commission shall vote to:

1. Recommend to the City Council that the application be approved as submitted, or as amended, or be approved subject to modification; or
2. Deny the application.

An application recommended for approval, or approval subject to modification, shall be transmitted to the City Council along with the report and recommendation of the Planning Commission within fifteen (15) days from the date of Planning Commission action.

An application that has been denied by the Planning Commission shall not be considered further unless the applicant files a written request with the City Clerk for a hearing within fifteen (15) days from the date of the Planning Commission action. A fee of fifty dollars (\$50) shall accompany the request. Upon notice of such request and receipt of the required fee, the Planning Commission shall transmit the application, recommendation, and a copy of Planning Commission minutes on the hearing to the City Council. The City Clerk shall notify all interested parties of record before the Planning Commission proceedings of the time and place of the consideration of the appeal.

605.984 City Council Action

Upon receipt of the application, PUD Master Development Plan, and Planning Commission recommendation, the City Council shall hold a hearing, review the PUD Master Development Plan, approve, disapprove, modify, or return the PUD Master Development Plan to the Planning Commission for further consideration.

Upon approval, the Zoning Map shall be amended and the applicant shall be authorized to process a subdivision plat incorporating the provisions of the PUD Master Development Plan.

605.985 Planned Unit Development Commercial Plat

A commercial PUD plat shall be filed with the Planning Commission and processed in accordance with the Commercial District Regulations. In addition to the requirements of the Commercial District Regulations, the PUD commercial plat shall include:

1. Details as to the location of uses and street arrangement;
2. Provisions for the ownership and maintenance of the common open space to reasonably ensure its continuity and conservation. Open space may be dedicated

to a private association or to the public, provided that a dedication to the public shall not be accepted without the approval of the City Council;

3. Covenants to reasonably ensure continued compliance with the approved PUD Master Development Plan. Covenants shall provide that the City of Yukon may enforce compliance.

605.986 Issuance of Building Permits

No building permits shall be issued on lands within the PUD except in accordance with the approved commercial PUD plat filed of record with the County Clerk.

605.987 Deviations from Approved PUD

No deviation from the approved PUD is authorized without one of the following:

1. If, in the opinion of the Community Development Director and or his designee, the proposed deviation from the approved PUD is minor and does not have the potential to detrimentally affect the citizens of Yukon or the proprietors in the development, a written application shall be submitted to the Planning Commission. An application for deviation shall be accompanied by the payment of a fee of Five Hundred Dollars (\$500.00).

At its next regularly scheduled meeting, the Planning Commission shall consider the application. The Planning Commission shall:

- A. Approve the application as submitted;
- B. Approve the application as it may be amended;
- C. Approve the application subject to conditions, modifications or subsequent review; or
- D. Deny the application.

An application which has been denied or approved, subject to conditions, modifications or subsequent review to which the applicant takes exception may, upon written request of the applicant, received not more than ten (10) days after such action, be heard by the City Council. The City Council shall hold a hearing on each application transmitted pursuant to this section and shall:

- A. Approve the application as submitted;
- B. Approve the application as it may be amended;

- C. Approve the application subject to conditions, modifications or subsequent review; or
 - D. Deny the application.
2. If in the opinion of the Community Development Director, the Planning Commission or the City Council, the proposed deviation from the PUD is a significant departure therefrom, there shall be a new PUD application filed, pursuant to the terms of §605.98 hereof.

605.988 Abandonment

If the property owner determines to abandon the PUD zoning, he shall make application for rezoning either to the original status or to a new classification. Said application shall be heard according to regular procedures by the planning commission and the city council.

605.989 Revocation

The Planning Commission shall recommend to the City Council and the City Council may revoke any previous PUD approval under the following conditions:

- 1. If the applicant has not begun construction of improvements within three (3) years from the date of the adoption of the Ordinance by the City Council, except where a time extension has been granted by the City Council;
- 2. If the applicant does not adhere to the design statement approved by the City Council as part of the PUD Master Development Plan; or
- 3. If the applicant does not adhere to the phased development schedule as approved by the City Council.

605.980 through 605.999 - Reserved

SECTION 2.

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

PASSED AND APPROVED this _____ day of _____, 2011, with the Emergency Clause passed separately.

MAYOR

ATTEST:

CITY CLERK

(SEAL)