

# Yukon Economic Development Authority Agenda

Centennial Building - 12 South 5<sup>th</sup> Street

June 18, 2015 – 4:00 p.m.

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The City of Yukon strives to accommodate the needs of all citizens, including those who may be disabled. If you would like to attend this Council meeting but find it difficult to do so because of a disability or architectural barrier, please contact City Hall at 354-1895. We will make a sincere attempt to resolve the problem. If you require a sign-language interpreter at the meeting, please notify City Hall, 500 West Main, by noon, June 17, 2015.

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**Call to Order:** Ray Wright, Chairman

**Roll Call:** Ray Wright, Chairman  
John Nail, Vice-Chairman  
John Alberts  
Michael McEachern  
Mike Geers  
Rena Holland  
Tara Peters

**1. Consider approving the minutes of the April 16, 2015 Regular meeting.**

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

**2. Consider approving a Professional Services Renewal Agreement between the Yukon Economic Development Authority and Butzer Architects and Urbanism, LLC., for Master Planning Services for the Frisco Road Economic Development Project Plan, for the term of July 1, 2015 through June 30, 2016**

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

**3. Report from General Manager/Executive Director with Related Discussion/Questions:**

- A. YEDA FY 2015-2016 budget**
- B. Hotel/Conference Center Feasibility Survey, Partners in Development**
- C. ACOG - Area Wide Planning and Technical Advisory Committee, SmartCode presentation**
- D. Economic Development Administration Grant Application, Economic Development Program (ACOG) Memorandum**
- E. YEDA Departmental Expense Summary**
- F. FY 2014-2015 TIF Revenue Collections**
- G. FY 2014-2015 Hotel/Motel Tax Collections Updated Report (handout)**

**4. Informational Material**

- A. Building Better Budgets/Growing Up Not Out (handouts)**
- B. Available Retail Sites Location Map; June 2015 (handout)**

**5. Changing the date for the next Regular Economic Development Meeting from July 16, 2015 to July 23, 2015 (due to City Manager's conference) at 4:00 p.m., in the Council Chambers of the Centennial Building, 12 S. Fifth St.**

**6. Adjournment**

# Yukon Economic Development Authority April 16, 2015

The Yukon Economic Development Authority met in regular session on April 16, 2015 at 4:00 p.m. in the Council Chambers of the Centennial Building, 12 South Fifth Street, Yukon, Oklahoma.

ROLL CALL: (Present)     Ray Wright, Chairman  
                                     John Nail, Vice-Chairman  
                                     Rena Holland  
                                     Tara Peters  
                                     Mike Geers (arrived @ 4:02 pm)

(Absent)     John Alberts  
                     Ken Smith

**OTHERS PRESENT:**

Larry Mitchell, Executive Director                     Doug Shivers, City Clerk  
Sara Hancock, Deputy City Clerk                     Josh Gotcher, Technology  
Amy Phillips, Administrative Assistant                 Philip Merry, Deputy Treasurer

**1. Consider approving the minutes of the February 19, 2015 Regular meeting**

The motion to approve the minutes of the February 19, 2015 Regular meeting, was made by Rena Holland and seconded by John Nail.

**The vote:**

**AYES: Wright, Peters, Holland, Nail**

**NAYS: None**

**VOTE: 4-0**

**MOTION CARRIED**

**2. Report from Executive Director with Related Discussion/Questions:**

- A. Newly adopted SmartCode Ordinance and support memorandum from Jeff Sabin covering major revisions and amendments**
- B. Third Quarter Status Report**
- C. Updated Community Analysis – April 2015 (handout)**
- D. YEDA Departmental Expense Summary (handout)**
- E. FY 2014-2015 TIF Revenue Collections (handout)**
- F. FY 2014-2015 Hotel/Motel Tax Collections Updated Report (handout)**

Mr. Geers arrived.

Mr. Mitchell provided the final version of SmartCode, as well as a memo from Jeff Sabin highlighting the major changes: Review and Adoption Process, Clarification on Pedestrian Sheds, Transects, and Parking requirements. Mr. Wright stated the Planning Commission and Council passed the SmartCode unanimously. There was also a nice article in the Journal Record stating how progressive Yukon was for passing SmartCode. Mr. Mitchell stated most developments are now Mixed-Use projects, not just retail.

Mr. Mitchell summarized the Third Quarter Status Report. We have collected \$150,391.00 in Sales Tax Revenue, so far this year. We anticipate collecting \$200,000.00 by June. We have successfully passed all the application requirements for the EDA Grant. We did secure a support letter from Oklahoma City and Canadian County Commissioners. Mr. Mitchell is waiting to see, if application is competitive or not. It typically takes 2-3 months to review, hoping for September kickoff. Youth outreach program is underway. It has been well received; great speakers and interesting programs.

The Community Analysis has community demographics through the end of 2014. There is lots of valuable information. We also have a Gap Analysis report for our area. It shows the demand and supply for goods and services. The numbers are encouraging. There are many underserved areas. 99% of Oklahoma communities would love to have numbers like Yukon.

YEDA is in great shape. We collected over \$18,000.00 in March. They are on track to end year at \$200,000.00. Expenditures are also on track. Hotel/Motel tax is declining. It is likely due to downturns in construction and energy industries. Mr. Nail appreciates the information. Mr. Wright agrees that we are ahead of the curve. Lots of communities would be envious.

Mr. Mitchell, City Attorney, and Planning Director went to the Oklahoma City Planning Commission Meeting regarding de-annexation of the 250 acres for our Sports Park. The meeting went well and the item should be presented at the next OKC Planning Commission Meeting and then to Oklahoma City Council. Mr. Mitchell noticed the OKC Planning Commission agenda had many items for area west of MacArthur and north of I-40; 12-13 preliminary Plats, very impressive. Mr. Wright stated the school board is well aware of the impact on our school system. ODOT says there is no way to improve NW Expressway. It could push traffic down Highway 4. Mr. Mitchell stated transportation and planning not connecting. Mr. Mitchell stated there was also an item for a preliminary plat for Czech Hall Commons set for May 28.

**3. Setting the date for the next Regular Economic Development Meeting for May 21, 2015 at 4:00 p.m., in the Council Chambers of the Centennial Building, 12 S. Fifth St.**

**4. Adjournment**

**PROFESSIONAL SERVICES AGREEMENT  
FOR MASTER PLANNING SERVICES**

**THIS AGREEMENT** is entered into effect from July 1, 2015 through June 30, 2016, between the YUKON ECONOMIC DEVELOPMENT AUTHORITY, a public trust (“YEDA”), and BUTZER ARCHITECTS AND URBANISM, LLC (“Consultant”).

**WITNESSETH:**

**WHEREAS**, the Yukon Economic Development Authority (“Authority”) is a public trust created by a Trust Indenture dated August 2, 2013, adopted pursuant to the Oklahoma Public Trust Law, 60 O.S. § 176, *et seq.*, for the purposes of financing, operating, developing, constructing, maintaining, managing, marketing and administering projects for investments and reinvestments within or near the City of Yukon.; and

**WHEREAS**, the City of Yukon (“City”) has adopted the Frisco Road Economic Development Project Plan (“Project Plan”), which contemplates the creation of an attractive viable commercial corridor south of I-40 and east of Frisco Road that is to be anchored by new development per the Urban Gateway Smartcode adopted March 17, 2015; and

**WHEREAS**, the City has authorized and designated the Authority as a public entity to assist in carrying out provisions of the Project Plan, including incurring Project Costs pursuant to Section VIII of the Project Plan ; and

**WHEREAS**, one of the principal actions under the Project Plan is the planning and design approval of the Project; and

**WHEREAS**, a subset of authorized Project Costs under Section VIII of the Project Plan includes Project Implementation costs, planning, design, administrative, and organizational expenses; and

**WHEREAS**, the Authority is authorized under its Trust Indenture to take any and all actions deemed necessary or appropriate by its Trustees, including funding the costs, acquisition, or procurement of professional services such as architectural, planning, and engineering services; and

**WHEREAS**, it is appropriate and desirable for YEDA to retain professionals that are trained to provide and are experienced in providing master planning services and/or design consulting services; and

**WHEREAS**, YEDA has authorized and issued a Request for Proposals (“RFP”) seeking experienced and qualified design professionals to assist YEDA with the master planning responsibilities under the Project Plan; and

**WHEREAS**, the Consultant was selected as the top qualified professional amongst the responses to the RFP; and

**WHEREAS**, the Consultant prepared the Urban Gateway Smartcode as an instrument to guide the implementation of the Project Plan; and

**WHEREAS**, the Consultant shall be contracted to provide master planning services and/or design consulting services that further support YEDA's efforts of administering the Urban Gateway Smartcode and Project Plan.

**NOW, THEREFORE**, the parties hereto do mutually agree as follows:

**I. TIME OF PERFORMANCE**

A. The services of the Consultant shall commence on \_\_\_\_\_, 2015, and shall be completed when the terms of the Agreement are completed or when terminated in accordance with Article VII, Section B or C of this Agreement.

B. In accordance with the terms of this Agreement, the Consultant is hereby employed to perform the tasks described in Article II, Scope of Work, upon specific request of YEDA.

**II. SCOPE OF WORK**

A. The Consultant is hereby employed by YEDA to perform in accordance with the best professional practices in its respective field of architecture, and in the best interest of YEDA, all of the various professional services as follows, but not limited thereto:

1. Advise and assist YEDA with the implementation of the Project Plan in the specific areas of design review, commercial master planning, project layout, facility space allocations, public amenities, and open space enhancements.

2. Advise and assist YEDA's Executive Director on current planning or architectural issues that may arise from time to time during the course of normal business activity or in negotiations with potential development projects.

3. Prepare analysis or feasibility studies deemed necessary to support one or more development proposals and to determine how future phases of the Frisco Road TIF District should be allocated/assigned.

4. Prepare any reports and/or plans covering the Consultant's scope of work and present to YEDA, the City, and its other consultants. The Consultant shall furnish to YEDA copies of any reports and/or plans.

5. Provide such other studies, recommendations, procedures, or other action as authorized by the YEDA.

6. Provide any necessary corrections to the documents, work or services furnished, when such documents or services contain any errors, deficiencies or inadequacies caused by the Consultant at no cost to the YEDA. The Consultant further agrees to be liable for any damages caused by its negligence and/or the negligent failure to timely discover and/or make such necessary corrections. The Consultant is not relieved of liability for design errors, deficiencies or inadequacies undiscovered by YEDA upon its review or inspection, nor is the Consultant relieved from liability for YEDA's lack of review or inspection of said documents.

7. The Consultant shall regularly update YEDA and the City on what actions are underway, including issues which need the attention of YEDA and/or City personnel. The Consultant shall meet with YEDA as needed to review project activities and shall meet with YEDA and/or the City as needed and upon request.

8. Attend all necessary meetings with YEDA and/or the City and all other interested parties, as requested.

9. Maintain a complete status report of activities including scheduled and actual dates of key events. The Consultant shall provide status reports on a regular basis, or as requested by YEDA, in a format approved by YEDA.

10. Maintain records and furnish any and all reports as may be required by YEDA. The Consultant shall take all steps necessary to ensure that no member of its staff or organization divulges any information concerning the project reports, except to duly authorized representatives of YEDA and the City or until authorized in writing by YEDA to reveal the documentation or communication to other designated parties.

11. The Consultant shall not represent themselves as employees of YEDA or the City; rather the Consultant shall make clear that he is an independent contractor of YEDA.

### **III. COMPENSATION**

A. Under the terms of this Agreement, the Consultant agrees to perform the work described in Article II of this Agreement, and YEDA agrees to pay the Consultant as compensation for such services in accordance with the Schedule of Fees attached.

B. Reimbursable expenses are in addition to the compensation for professional services and include actual expenditures made by the Consultant in the interest of the project, with the prior approval of YEDA, and include the following:

1. Expenses for required long-distance telephone charges.
2. Expenses for required postage or overnight express mail delivery (outside of the Oklahoma City Metropolitan Statistical Area).
3. Expenses for automobile mileage (outside of the Oklahoma City Metropolitan Statistical Area) at approved IRS rate.
4. Expenses for parking lot and turnpike tolls.

C. Invoices shall be submitted periodically as work is completed. Invoices shall state actual time expended on services performed by the Consultant and its employees and shall meet the standards of quality as established under this Agreement. Invoices shall be prepared by the Consultant and be accompanied by all supporting data required by YEDA. Payment of any invoice for any work or services may not be deemed to be recognition of satisfactory performance of said work or services or a waiver of any right of YEDA or any obligation of the Consultant should it be determined later that said work or services were negligently performed or provided or were not performed or provided in accordance with the standards required by this Agreement.

D. The Consultant shall present two (2) copies of the invoice to YEDA for compensation and payment. YEDA will review the invoice. Should YEDA question or request additional documentation or disapprove all or a portion of any invoice, the Consultant will be notified so that it may provide additional documentation sufficient to permit the invoice to be paid, in whole or in part.

E. Final payment shall not be deemed to waive any rights or obligations of the parties to this Agreement.

#### **IV. INDEMNITY AND INSURANCE**

A. Indemnity. The Consultant shall defend, indemnify and save harmless YEDA and the City from any and all claims against YEDA or the City for damages or injury to any person or property arising from the negligent acts, errors, or omissions of the Consultant, and the officers, agents, employees and contractors engaged by the Consultant in the performance of professional services under the terms of this Agreement.

B. Insurance. Before this Agreement shall become effective, the Consultant shall carry with insurance underwriters acceptable to YEDA, adequate comprehensive public liability, automobile liability, and property damage coverage for the protection of YEDA and the City from any liability or expense arising out of or as a result of the work, services, or activities of the Consultant or its officers, agents, employees, or contractors. The Consultant's insurance policies shall name YEDA and the City as additional named insureds. The amount of such coverage shall not be less than the liability limitation provisions of Title 51, Oklahoma Statutes, Section 154, and any amendment or addition thereto, nor the following:

1. Property Damage Liability in an amount not less than Two Hundred Thousand Dollars (\$200,000.00) to any one person for any number of claims for damage to or destruction of property, including, but not limited to, consequential damages, arising out of a single accident or occurrence.

2. All other liability in an amount not less than One Hundred Seventy Five Thousand Dollars (\$175,000.00) for claims including accidental death, personal injury, and all other claims to any one person out of a single accident or occurrence.

3. Single Occurrence or Accident Liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single occurrence or accident.

4. Comprehensive Automobile Liability coverage with a minimum of One Hundred Seventy Five Thousand Dollars (\$175,000.00) per person and One Million Dollars (\$1,000,000.00) per accident for bodily injury or death and Twenty Five Thousand Dollars (\$25,000.00) for property damage.

C. Worker's Compensation and Employer's Liability. The Consultant shall maintain, during the term of the Agreement, worker's compensation insurance as prescribed by the laws of the state of Oklahoma and employer's liability insurance in an amount not less than One Hundred Thousand Dollars (\$100,000.00) each for all their employees employed at the site of the project, and in case any work is subcontracted, the Consultant shall require the subcontractor similarly to provide worker's compensation and employer's liability insurance for all the subcontractor's employees, unless such employees are covered by the protection afforded by the Consultant. In the event any class of employees engaged in work performed under the Agreement or at the site of the project is not protected under such insurance heretofore mentioned, the Consultant shall provide and shall cause each subcontractor to provide adequate insurance for the protection of the employees not otherwise protected.

D. The Consultant shall furnish YEDA a copy of insurance certificate(s) verifying such insurance coverage outlined above and which shall reflect that said insurance shall be noncancellable except upon ten (10) days' prior written notice to YEDA. Worker's Compensation verification may be provided on the Consultant's carriers' form/letterhead.

E. Any lapse of insurance coverage is declared a breach of this Agreement. YEDA may, at its option, suspend this Agreement until there is full compliance with this paragraph or terminate this Agreement for nonperformance. Nothing in Section shall or shall be deemed to affect, define, abate, or limit the obligations in Section A of this Article IV, "Indemnity," or any other paragraph relating to insurance or indemnification.

## V. AGREEMENTS OF CONSULTANT

A. The Consultant agrees that:

1. Qualifications. The Consultant is qualified to perform the services to be furnished under this Agreement and are permitted by law to perform such services.

2. Solicitation of Contract. The Consultant has not employed any person to solicit this Agreement and has not made and will not make any payment or any agreement for the payment of any commission percentage, brokerage, contingent fee, or other compensation in connection with the procurement of this Agreement.

3. Interest. The Consultant does not have any interest (including that of real estate agent or broker), direct or indirect, present or prospective, in any property in the Project Plan's Project Area, or any other interests, whether or not in connection with the relevant properties, which would conflict in any manner or degree with the performance of the services and the submission of impartial reports, and has not employed and will not employ, in connection with the services to be furnished under this Agreement, any person having any such interest. The Consultant and any employees of the Consultant, so long as they are employed by the Consultant, will not acquire any such interests and will not, for their own account or for other than the City or YEDA, negotiate for any of the properties.

4. Facilities and Personnel. The Consultant has and will continue to have proper facilities and personnel to perform the services and work agreed to be performed. If the Consultant proposes to employ any person or persons to make any review of machinery and equipment or other specialized elements or attributes or a property to be reviewed under this Agreement, the employment of such person or persons for such purpose shall not place YEDA under any obligation to such employee, nor relieve the Consultant of full responsibility for the faithful performance of the services to be furnished under this Agreement.

5. Equal Employment Opportunity. During the performance of this Agreement, the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. The Consultant agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

6. Subcontracting. None of the work or services covered by this Agreement shall be subcontracted without the prior approval of YEDA. The Consultant agrees to provide to the Executive Director of YEDA, for pre-engagement approval, a list of any subcontractors the Consultant intends to engage to perform services related to this Agreement. Such approval may not be unreasonably withheld.

7. Records. During the term of this Agreement and continuing for a period the longer of five (5) years after the final acceptance of the completed project by YEDA, or until the final resolution of any outstanding disputes between YEDA and the Consultant or any contractor(s) on the project, the Consultant shall maintain all documents, notes, drawings, specifications, reports, estimates, summaries, renderings, models, photographs, field notes, as-built drawings, information, survey results, plans, computer files and any other materials produced, created or accumulated in performing this Agreement that have not been submitted to YEDA subsequent to final completion of the project, and its internal accounting records, and other supporting documents pertaining to the claims and/or invoices for costs of work and/or services of this Agreement. The Consultant must maintain its accounting records in accordance with generally accepted accounting principles applied on a consistent basis. The Consultant shall permit periodic audits by YEDA and its authorized representatives. The periodic audits of the records in support of claims and invoices for the Agreement shall be performed at times and places mutually agreed upon by YEDA and the Consultant. Agreement as to the time and place for audits may not be unreasonably withheld.

8. Ownership of Documents. All drawings, specifications, computations, sketches, survey results, photographs, renderings and other material pertaining to the services rendered or prepared in connection with this Agreement are the property of YEDA and will be delivered to YEDA upon completion, cancellation, or termination of this Agreement for whatever reason. YEDA may use materials prepared by the Consultant without reservation. It is understood, however, that the Consultant does not represent such material to be suitable for reuse on any other project or for any other project or for any other purpose. Any reuse by YEDA without specific written verification or adaptation by the Consultant will be at the risk of YEDA and without liability to the Consultant. Any such verification or adaptation by the Consultant will entitle the Consultant to further compensation at the rates to be agreed upon by YEDA and the Consultant.

9. Affidavits of Compliance. The Consultant will, if requested by YEDA, furnish YEDA with affidavits certifying compliance with the provisions of this Article V.

## **VI. NOTICES**

A. Notices from one party to the other pursuant to this Agreement shall be in writing and delivered or mailed by United States mail, registered or certified, return receipt requested, postage prepaid, addressed as follows:

To YEDA:

Larry Mitchell, Executive Director  
Yukon Economic Development Authority  
458 West Main Street  
Yukon, Oklahoma 73099

To the Architect:

Hans Butzer, AIA, AK NW, LEED AP, Director  
Butzer Architects and Urbanism, LLC  
718 West Sheridan Avenue  
Oklahoma City, Oklahoma 73102

B. The address of any party may be changed by notice to the other parties, given in the manner described above.

## **VII. MISCELLANEOUS**

A. No Extra Work Clause. No claims for extra work or services of any kind or character shall be recognized by or be binding on YEDA unless such work or service is first approved in writing by YEDA.

B. Termination for Convenience. YEDA may terminate this Agreement, in whole or in part, for the YEDA's convenience. YEDA may terminate by delivery of a notice to the Consultant, pursuant to Article VI of this Agreement. Upon receipt of the notice of termination, the Consultant shall (1) immediately discontinue all work and services affected (unless the notice directs otherwise), and (2), upon payment for work performed, deliver to YEDA all documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated in performing this Agreement, whether complete or incomplete unless the notice directs otherwise. Upon termination for convenience by YEDA, YEDA shall pay the Consultant for all work and services rendered, up to the time of the notice of termination, in accordance with the terms, limits, and conditions of this Agreement and as further limited by the not to exceed amounts set out in this Agreement. The rights and remedies of YEDA provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement. Termination herein shall not terminate or suspend any of the required provisions of Article IV of this Agreement.

C. Termination for Default. YEDA may cancel this Agreement, in whole or in part, for failure of the Consultant to fulfill or promptly fulfill its obligations under this Agreement. After due notice and thirty (30) days within which to correct the default, this Agreement may be terminated by either party for default upon fourteen (14) days written notice should the other party fail substantially to perform in accordance with the Agreement's terms through no fault of the party initiating the termination. Termination herein shall not terminate or suspend any of the required provisions of Article IV of this Agreement.

D. Amendment. YEDA, by written notice to the Consultant, may modify the scope or quantity of the services to be furnished under this Agreement. If such changes cause an increase or decrease in the amount of services to be provided by the Consultant or in the time required for their performance, equitable adjustment shall be made in the provisions of this Agreement for payments to the Consultant or for the time for performance of the services or for

both, and this Agreement shall be modified by agreement of the parties accordingly. Any amendment must be in writing and be approved by both parties.

E. Assignment. The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior approval of YEDA. Provided, however, that claims for money due or to become due the Consultant from YEDA under this Agreement may be assigned to a bank, trust company or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any such assignment shall be furnished promptly to YEDA.

F. Time is of the Essence. Both YEDA and the Consultant expressly agree that time is of the essence with respect to this Agreement, and the time for performance of each work task, established by task orders, shall be made a part of this Agreement and shall be strictly enforced.

G. Interest of YEDA. No member of the governing body of YEDA shall participate in any decision relative to this Agreement affecting, directly or indirectly, his or her personal interests. No such member and no other officer, agent, or employee of YEDA having any responsibility or function in connection with this Agreement shall have any private interest, direct or indirect, in this Agreement or proceeds of the Agreement.

H. Stop Work. Upon notice to the Consultant, YEDA may issue a stop work order suspending the performance of work and/or services under this Agreement.

I. Standard of Care. In providing the work and services herein, the Consultant shall maintain during the course of this Agreement the standard of reasonable care, skill, diligence, and professional competency for such work and/or services.

J. Compliance with Laws, Ordinance, Specifications, and Regulations. The Consultant shall comply with all existing federal, state and local laws, standards, codes, ordinances, administrative regulations, and all amendments and additions thereto, pertaining in any manner to the work and/or services provided by this Agreement.

K. Severability. In the event that any provision, clause, portion, subsection, section, or article of this Agreement is unenforceable or invalid for any reason, such unenforceability or invalidity may not affect the enforceability or validity of the remainder of this Agreement.

L. Survival of Representations. All representations and covenants of the parties shall survive the expiration of the Agreement.

M. Parties Bound. This Agreement shall be binding upon and inure to the benefit of all parties. This Agreement is solely for the benefit of the parties and their successors in interest, and none of the provisions hereof are intended to benefit third parties.

N. Entire Agreement. This Agreement expresses the entire understanding of YEDA and the Consultant concerning the Agreement, and neither YEDA nor the Consultant has

made or shall be bound by any agreement or any representation to the other concerning this Agreement which is not expressly set forth in this Agreement.

O. Execution. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

P. Construction and Enforcement. This Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma. In the event of ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party on the basis that such party did or did not author the same. The parties agree that if any legal action is brought pursuant to this Agreement, such action shall be instituted in the District Court of Canadian County.

Q. Third-Party Beneficiary. The City of Yukon is intended to be a third-party beneficiary of this Agreement but shall in no way incur any liability, indemnity or responsibility to Consultant under this Agreement.

R. Effective Date. The effective date of this Agreement shall be July 1, 2015, and shall terminate on June 30, 2016.

**IN WITNESS WHEREOF**, YEDA and the Consultants have executed this Agreement as of the date first above written.

YUKON ECONOMIC DEVELOPMENT AUTHORITY

BY: \_\_\_\_\_  
Larry Mitchell, Executive Director

BUTZER ARCHITECTS AND URBANISM, LLC

BY: \_\_\_\_\_  
Hans E. Butzer, Director

## **SCHEDULE OF FEES**

### *Hourly Rates*

- Principal: \$180/hr.
- Senior Architect: \$145/hr.
- Project Management: \$125/hr.
- Architect: \$105/hr.
- Senior Intern Architect: \$90/hr.
- Intern Architect: \$75/hr.
- Entry-level Intern Architect: \$65/hr.
- Administrative Support/Student Intern: \$50/hr.

FY 2015-2016 BUDGET



ECONOMIC DEVELOPMENT

		2011-2012	2012-2013	2014-2015			2015-2016
DEPARTMENTAL EXPENDITURES		ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED ACTUAL	APPROVED BUDGET
<b>PERSONNEL</b>							
36-5502-101	Regular Employees	0	0	129,269	86,798	107,464	132,952
36-5502-102	Part-Time/Seasonal Employees	0	0	36,160	15,732	19,478	45,500
36-5502-106	Car Allowance	0	0	0	1,729	2,400	3,600
36-5502-112	Employee Retirement	0	0	32,124	6,700	8,295	33,039
36-5502-113	FICA (Social Security)	0	0	10,103	7,045	8,722	13,652
<b>TOTAL PERSONNEL</b>		<b>0</b>	<b>0</b>	<b>207,656</b>	<b>118,004</b>	<b>146,360</b>	<b>228,743</b>
<b>SUPPLIES</b>							
36-5502-201	Office Supplies	0	0	700	363	700	1,500
36-5502-202	Duplication/Computer Su	0	0	200	69	175	200
36-5502-208	Publications & Periodic	0	0	500	0	100	400
36-5502-213	Food Supplies	0	0	0	0	0	500
36-5502-217	Wearing Apparel	0	0	0	0	0	350
36-5502-225	Promotional Items	0	0	5,000	327	561	5,150
<b>TOTAL SUPPLIES</b>		<b>0</b>	<b>0</b>	<b>6,400</b>	<b>759</b>	<b>1,536</b>	<b>8,100</b>
<b>EQUIPMENT AND MAINTENANCE</b>							
36-5502-315	Office Equipment	0	0	500	0	0	500
36-5502-331	Travel Expense	0	0	10,200	2,335	7,000	10,000
36-5502-332	Tuition Reimbursement	0	0	0	0	0	2,500
36-5502-340	Postage and Shipping	0	0	200	100	200	400
36-5502-346	Rentals and Leases	0	0	12,000	0	12,000	12,000
36-5502-345	Advertising	0	0	0	0	0	5,000
36-5502-347	Special Services	0	0	30,000	16,188	30,000	12,000
36-5502-348	Consultant Fees	0	0	15,000	2,498	15,000	30,000
36-5502-349	Printing	0	0	1,000	103	177	5,000
36-5502-354	Assoc Memberships & Con	0	0	3,000	4,790	8,211	4,000
36-5502-356	Training	0	0	6,000	0	0	2,000
36-5502-360	Contributions and Memorials	0	0	0	0	0	300
Festivals and Events:							
36-5502-381-101	Main Street Mobs	0	0	0	0	0	300
36-5502-381-102	All School Breakfast	0	0	0	0	0	270
36-5502-381-103	6 X 6 on 66 Art Show	0	0	0	0	0	1,500
36-5502-381-104	YHS Homecoming	0	0	0	0	0	150
36-5502-381-105	Shop Small Saturday	0	0	0	0	0	250
36-5502-381-106	Christmas Open House	0	0	0	0	0	250
36-5502-381-107	Get Your Kiss on Rt. 66	0	0	0	0	0	1,000
36-5502-381-108	OK Main Street Day	0	0	0	0	0	200
36-5502-381-109	Spring Stroll on Route 66	0	0	0	0	0	350
36-5502-381-110	90th Anniversary	0	0	0	0	0	50,500
<b>TOTAL EQUIPMENT AND MAINTENANCE</b>		<b>0</b>	<b>0</b>	<b>77,900</b>	<b>26,014</b>	<b>72,588</b>	<b>138,470</b>
<b>TOTAL ECONOMIC DEVELOPMENT</b>		<b>0</b>	<b>0</b>	<b>291,956</b>	<b>144,777</b>	<b>220,483</b>	<b>375,313</b>

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36-5502-101	<p>REGULAR EMPLOYEES Includes salary for 2 Full time employees: 1 Executive Director            1 Administrative Assistant</p>
36-5502-102	<p>PART-TIME/SEASONAL EMPLOYEES Includes salary for 2 Part time employees: 1 P/T Clerical                      1 P/T Main Street Director</p>
36-5502-106	<p>EXPENSE ALLOWANCE Car Allowance for the Executive Director and the P/T Main Street Director.</p>
36-5502-112	<p>EMPLOYEE RETIREMENT Includes the City's cost of the employee retirement program.</p>
36-5502-113	<p>FICA (Social Security)</p>
36-5502-201	<p>OFFICE SUPPLIES Includes all supplies necessary for use in the operation of the YEDA and Main Street office; examples include, but are not limited to, pencils, paper, file folders, file jackets, envelopes, pens, record books, paper clips, etc. Account also includes any supplies needed to maintain the Main Street booth inside Main street Marketplace.</p>
36-5502-202	<p>DUPLICATION/COMPUTER SUPPLIES Printer/copy paper for YEDA office and Main Street program.</p>
36-5502-208	<p>PUBLICATIONS AND PERIODICALS This allows for us to purchase departmental informational materials such as departmental subscription to The Journal Record and Yukon Review, E. D. planning publications, webinars, and purchase reference material for the Main Street program.</p>
36-5502-213	<p>FOOD SUPPLIES Food items associated with YEDA or Main Street program meetings/luncheons/events.</p>
36-5502-215	<p>MERCHANDISE FOR RESALE Merchandise for resale within the Main Street Program booth inside Main street Marketplace.</p>
36-5502-217	<p>WEARING APPAREL Departmental apparel for YEDA staff and Main Street Director.</p>
36-5502-225	<p>PROMOTIONAL ITEMS This expense includes additional flash drives as well as other promotional items for the Economic Development Department and possible booth at ICSC Texas. Also includes Main Street program promotions below.  <ul style="list-style-type: none"> <li>• New Main Street Business Grand Openings – present every new business with a “Piece of the Mill” with the date of their grand opening on an engraved plate: Cost of the plate is \$10, estimate 10-15 new businesses each year. Also would like to give current businesses one with their opening date on it (25). Engraving plaques - \$400</li> <li>• YBMS Promotional Baskets for Trade Shows, Auctions, and Non-profit Fundraising Events – Items for sale in the YBMS Booth at the Mainstreet Marketplace will be used for these baskets. Baskets, promo items, decorating supplies - \$750</li> </ul> </p>
36-5502-315	<p>OFFICE EQUIPMENT The YEDA office needs a drafting table and a new office chair for YEDA Exec. Director and Admin. Assistant.</p>
36-5502-331	<p>TRAVEL EXPENSE Travel expenses for various conferences for Executive Director, including both ICSC's, IEDC Conference; as well as any travel associated with/for the Oklahoma Main Street program including the National Main Street Conference and required state trainings. This includes any business lunch meeting expenses for the Executive Director and general mileage reimb. for the Main Street Director.</p>

- 36-5502-332 TUITION REIMBURSEMENT  
Tuition Reimbursement for YEDA Admin. Assistant.
  
- 36-5502-340 POSTAGE AND SHIPPING  
Mailing costs for YEDA and Main Street Program.
  
- 36-5502-345 ADVERTISING  
Includes the cost of any Main Street advertising (brochures, thank you ad, etc.) Includes advertising for the following events:
 

Main Street Mobs	100.00
6x6 on Route 66	1,000.00
YHS Homecoming Parade	250.00
Shop Small Saturday	650.00
Christmas Open House	500.00
Spring Stroll on 66	1,000.00
90th Anniversary Route 66/Yukon 125th Birthday Conce	1,500.00
	5,000.00
  
- 36-5502-346 RENTALS AND LEASES  
Monthly rental of the YEDA office.
  
- 36-5502-347 SPECIAL SERVICES  
Updating media video for the Economic Development webpage; Possible Economic/Feasibility Study for the development of Hotel/Conference Center; Update market profile data from Northeastern State University.
  
- 36-5502-348 CONSULTANT FEES  
This includes attorney fees from the Center of Economic Development Law for legal support/counsel services; Master Planning **Services required for Frisco Road; Butzer Gardner Architect services.**
  
- 36-5502-349 PRINTING  
Cost of printing YEDA and Main Street business cards, envelopes, stationary, etc.; Printing for Main Street program related material including brochures, fact sheets, etc. Also includes Main Street Pad Maps – Printing and distributing Main Street pad maps will be a service to all of the Main Street businesses. All businesses will be listed on the map, but sponsorships on the back of the pad map will be sold to cover some of the expense of printing the maps. Also a local Main Street business has offered to help defray a large portion of the costs of the printing. Maps will be unique in that each local business will have a “pad” of the maps to distribute to their clients/customers. Printing and distribution - \$400
  
- 36-5502-354 ASSOCIATION MEMBERSHIPS AND CONFERENCE REGISTRATIONS  
Includes the cost of professional association membership on a local, state or national level; also includes the cost of local, state and national conference registration fees. This includes membership fees for Executive Director for CMA, ICSC, IEDC, etc.; Conference registration fees for Executive Director for ICSC Las Vegas, OML day at the Capitol, ICSC Texas, and IEDC. Includes Main Street conferences/banquets/required training registrations.
  
- 36-5502-356 TRAINING  
Allows for possible continuing ed. classes for YEDA Executive Director and/or Admin.
  
- 36-5502-360 CONTRIBUTIONS AND MEMORIALS  
Anniversary/Milestone gifts for YEDA Trustees and/or Main Street Board Members.

\*\*\*\*\* FESTIVALS AND EVENTS \*\*\*\*\*

- 36-5502-381-101 MAIN STREET MOBS  
Community Business support is the function for these events. Signage and brochure printing.
  
- 36-5502-381-102 THE ALL SCHOOL BREAKFAST  
Sponsoring a table at the annual “back to school” breakfast at the beginning of the school year. Table sponsorship - \$120 (\$10 per person that is sponsored), table decorations and

- 
- 36-5502-381-103 **6 X 6 ON 66 ART SHOW**  
Local artists, celebrities, children, interested individuals will participate as "artists" and paint a 6X6 canvas for an art show and sale at a local event. The art will be sold for \$20 each and sponsorships will also be sold at the event. The cost will be for the purchase of the canvasses for the artists. 500 canvasses @ \$3.00 each= \$1500. The purpose of this event is not only as a fundraiser, but also an art appreciation event. Held in August annually. Tickets and paintings will be sold – located at a local restaurant on Route 66/Main Street.
- 36-5502-381-104 **YHS HOMECOMING PARADE**  
Parade organized in the fall the Thursday night before YHS Homecoming – Printing, and Main Street Yukon "Y" decorations for Main Street businesses. \$150
- 36-5502-381-105 **SHOP SMALL SATURDAY**  
The Saturday after Thanksgiving has been designated as the day to shop small businesses. Advertising and giveaways are the expenses for this event. American Express provides many promotional items for this event. It brought in over \$30,000 for 10 of the retail Main Street businesses in November, 2014. \$250
- 36-5502-381-106 **CHRISTMAS OPEN HOUSE**  
Scheduled for December 3, 2015 –Main Street stores stay open late to kick off the holiday season. Actors from The Nutcracker walk throughout the stores, carolers sing on Main Street, food samples are given out, and lots of sales are made. Concession supplies, decorations – \$250
- 36-5502-381-107 **GET YOUR KISS ON ROUTE 66**  
A promotional event to correlate with Valentine's Day. Playing on the song Get Your Kicks on Route 66, we are trying to take advantage of the importance of the historic Route 66 as Yukon's Best Main Street. Participants are encouraged to take their picture at various locations/businesses and post on social media to be entered into the contest to win prizes – flowers, hotel stay, chocolates, quilt, and other Valentine related gifts. Prizes for contest winners, t-shirts for booth. \$1000
- 36-5502-381-108 **OK MAIN STREET DAY AT THE CAPITOL**  
Yukon's Best Main Street display for the Oklahoma Main Street Day at the Oklahoma State Capitol. Display expenses - \$100, food giveaways to promote Yukon - \$100. Held in March Total \$200
- 36-5502-381-109 **SPRING STROLL ON ROUTE 66**  
An event to be held every year on the Saturday before Palm Sunday. Food Trucks, the Easter Bunny pictures, Stroll around Main Street in Easter Bonnets/Hat for Children, Adults, and Animals. Prizes awarded for top 3 to each category for entry into the parade. Bunny Bingo to get people to visit each retail store on Main Street Decorations, eggs, \$350
- 36-5502-381-110 **90TH ANNIVERSARY OF THE MOTHER ROAD-HISTORIC ROUTE 66/YUKON'S 125TH BIRTHDAY PARTY**  
Historic Route 66 and Yukon's 125th Birthday Party. This could possible turn into an annual event/fundraiser for Yukon's Best Main Street. With approval from ODOT, hosting a concert on historic Route 66 could be a great way to promote Yukon and tap into the 90th anniversary of Route 66. Many visitors travel through Yukon every year, just to drive on 66. Working with Grady and Nathan Cross to obtain a band/bands and set up a block party on 66 would be the purpose of this event. Bands range from \$35,000 to \$50,000, lighting and sound - \$15,000, tickets - \$500. Sponsorships will be sold, and tickets – depending on the band will be from \$25 - \$40 per person. Advertising will not be limited to just Yukon and the surrounding area, but will be advertised at the National and Oklahoma Route 66 Museums. Held in May, 2016. Concert Budget - \$50,500

# PARTNERS IN DEVELOPMENT

May 1, 2015

Mr. Larry Mitchell  
Executive Director  
Yukon Economic Development Authority  
458 West Main Street  
Yukon, OK 73099

Via Email: [lmitchell@cityofyukonok.gov](mailto:lmitchell@cityofyukonok.gov)

Dear Mr. Mitchell:

## BACKGROUND AND UNDERSTANDING

We understand the City of Yukon, Oklahoma and I-40 Properties, LLC (the "Parties") are desirous of undertaking an investigation into the possible development of a hotel and conference/convention center in the Frisco Road Economic Development Project Plan (Increment District No. 1) in Yukon. The Parties see this development as a benefit to economic development as it is expected additional visitors to the area will spend money on not only lodging but shopping, entertainment, food & beverage, services, and transportation. In addition the facility will serve the citizens and businesses of Yukon as an upscale full-service function and meeting alternative. Yukon is situated on the western border of the Oklahoma City Metropolitan Area in the direct path of westward expansion outward from Oklahoma City. Increment District No. 1 is situated along Interstate 40 in the direct path of this expansion and the Parties are planning and incenting a large mixed-use development with destination characteristics conducive to locating a hotel and conference/convention center within the development.

We appreciated the opportunity to meet with the Parties to discuss your exciting future development plans, key components to completing the development plans, the timing of said plans and possible locations for a hotel and conference/convention center. Information you shared with us during our initial visits suggests, given the size and pace of economic activity, that there may be a base of demand for a first-tier, full-service hotel, meeting and banquet facility which is currently either utilizing first-tier hotel and meeting accommodations in neighboring markets or settling for alternate, less desirable accommodations. This condition requires both traditional analysis of the hotel market along with a survey/interview program designed to illuminate and qualify the aforementioned displaced and under-served meeting and group demand in order to investigate the viability of the project.

Partners in Development is particularly well suited to assist with this project given our recent and relevant experience with similar markets. Since 2000 we have supported similar development of first-tier, full-service hotel, meeting and banquet facilities in numerous markets throughout the Midwest. More information on our experience is available at our website [www.partnersindevelopment.us](http://www.partnersindevelopment.us)

## **PROPOSED SCOPE OF SERVICES**

This engagement proposal addresses the scope of services we feel would be most responsive to your immediate needs as “Phase 1”. This Phase of work will produce a survey, the results of which, along with follow-up interviews of significant demand generators, will qualify your current and future potential meeting and group lodging needs.

### **PHASE 1 – Initial Survey of Local Meeting, Banquet, and Lodging Demand in a Full-Service Facility**

**Introductory Meeting** Our initial meetings with you and your associates allowed us to gain valuable insights into your goals and objectives for this project. As we proceed with the engagement we will further review with you any information gathered previously that may apply to the proposed facilities and provide you with the necessary format to distribute an electronic survey to area generators of demand such as area businesses, associations, hospitals, schools/colleges, government institutions, sports groups and recreational users that will help us qualify the type of group and meeting business currently in the market and the potential future group and meeting business that could be captured in the market with a hotel and conference/convention facility appropriately designed to meet those needs.

### **Survey and Interviews**

We will produce the electronic survey customized to the needs of this engagement and work with you and your staff to facilitate an effective distribution of the survey to major Yukon and area based and regional lodging/meetings market area consumers as well as other potential area hotel demand generators to determine:

1. A profile of lodging demand annually by survey respondents that require overnight accommodations
2. A profile of off-site group meetings and banquets held during the year by survey respondents and the range of size of those groups as well as their additional requirements such as specialized Audio Visual services or catering.
3. Where displaced and under-served hotel, meeting and banquet demand is currently being accommodated by survey respondents and more specifically which hotels outside of Yukon are currently handling that demand due to a lack of appropriate facilities in Yukon.

We anticipate City and economic development staff will distribute and follow-up to produce maximum survey participation under our supervision. The survey will be electronic and employ a skip logic function allowing relevant information to be easily shared on the survey. Completed surveys will come to us in a database format which we can analyze and summarize. At the completion of the surveys we will conduct detailed interviews with significant major lodging, meeting and banquet users along with representatives knowledgeable about the region’s lodging, meeting, and banquet market. Among those with whom we may conduct such interviews in addition to significant potential users identified in the survey process are:

- Appropriate city and county officials
- Major employers in the market area
- Management of local tourist attractions and meeting/banquet operations
- Conference/Convention/Visitors Bureau and Chamber of Commerce authorities

We will then compile the responses and analyze the results. In the compilation and analysis of the survey/interview results we anticipate gaining valuable insights into the characteristics of the demand generators and the lodging facilities currently accommodating area lodging, meeting and banquet demand. The results will be presented in a succinct summary letter report. At the conclusion of this Phase, we will have a conference call with the Parties to discuss the findings summarized in that letter report and the potential to proceed with additional phases of work at this time.

### **ESTIMATED TIMING AND FEES**

We estimate our fees and timing for Phase 1 of the engagement will range as follows:

<u>Phase of Work</u>	<u>Fee Estimate Range</u>	<u>Retainer amount</u>	<u>Timing*</u>
Phase 1	\$5,000 - \$7,500	\$5,000	6-8 weeks

\*from our receipt of your retainer check and signed copy of this proposal as our authorization to proceed depending upon the timeliness of survey responses this task could take additional time.

The wide range of fees and timing during Phase 1 is a function of the timeliness within which the surveys are distributed and returned, and the amount of hours for interviews that we deem necessary once the survey results are in. Follow-up interviews often uncover information not captured in the survey process and will enhance the quality of the information we are able to retrieve. The low range of this fee estimate anticipates your staff will facilitate the survey with minimal supervision on our part, and approximately 2 days in the field conducting follow up interviews.

Detailed estimated costs for Phases 2 and 3 of this proposed engagement (described following this section) will be provided at the time you may choose to further engage our services for those phases of work. Generally fees for those additional phases range from \$15-20,000 assuming the survey data is still relevant and can be used without updating (usually no more than 12 - 18 months old).

Fees are based upon actual hours expended plus reimbursement for out-of-pocket expenses, such as mileage, air travel, car rentals, and any other out-of-pocket costs incurred in the course of the engagement. Our professional fees are billed at \$200.00 per hour and out-of-pocket expenses are billed at our cost. Given the relatively low level of fees in Phase 1, these out of pocket expenses could comprise additional charges ranging from 20-25% of professional fees depending upon the efficiency we are able to achieve in booking travel arrangements for the fieldwork required in the engagement

We require a retainer in the total amount of \$5,000, as well as a signed copy of this agreement as our authorization to proceed with the engagement. This retainer is representative of the minimum fees we anticipate during Phase 1. Assuming we receive your authorization within the proposed time frame for acceptance, we will be prepared to commence work on the engagement within four weeks.

We will issue progress billings on a monthly basis, detailing the hours expended and expenses incurred through the date of that billing. Your retainer will be applied against these billings and once the retainer is exhausted, we anticipate future billings will be payable upon receipt. All outstanding progress billings must be paid in a timely fashion for us to continue our work and before we will issue the final copy of our survey summary letter report.

## **ADDITIONAL POTENTIAL PHASES OF ENGAGEMENT**

### **PHASE 2: Market Analysis and Projections of Demand**

#### **Market Analysis**

Assuming the survey results are substantial enough to support consideration of locating the hotel and conference/convention center somewhere within the overall site in advance of area highway improvements and commencement of other mixed use development within the overall site area, the Parties may elect to proceed with Phases 2 & 3 of the engagement immediately upon completion of Phase 1. However, given the limited “shelf life” of these detailed analysis and projection Phases, the Parties may elect to place the engagement on hold so that the date of these Phases of work would be more current as it relates to those other area developments, if it’s deemed they should be in place in advance of identifying a specific site and proceeding with the hotel and conference/convention space.

Since the location of a property within its market is of major importance in the success of a project, when we proceed with this phase we will assess the proposed site area(s) against factors deemed important to hotel success and confirm with you those site attributes which we assess to be present in the proposed hotel site area(s). Factors against which we judge site quality include:

- Accessibility of the transportation network

- Accessibility and proximity to demand generators
- Accessibility and proximity to support amenities
- Breadth, depth and quality of support amenities
- Visibility from various access points
- Ambiance and development characteristics of the site area
- Comparison to site characteristics of the competitive supply
- Consistency with your overall development objectives

As there are correlations between key economic factors and the demand for hotels and meeting and banquet facilities, we will use available forecasts of these indicators in our evaluation of potential future demand. We will gather and analyze relevant statistical data such as current and proposed demand generators, population growth, employment growth, retail sales, GDP growth, and regional source market data to determine likely economic growth in the lodging market.

### **Competitive Supply**

We will inspect the facilities and interview the management of the most competitive and comparable hotel, meeting and banquet facilities in order to understand the market dynamics and the relative positioning of each competitive property. Our interviews will seek to determine the historical and projected occupancy, average daily rate, market mix, food & beverage revenue, and operational issues of the competitive properties. Our inspection will review the facilities, amenities and services of the competition and evaluate their general condition, as well as identify any plans for renovations and/or expansions. We will also inquire with local authorities as to potential and planned additions to supply.

### **Preliminary Projected Market Performance**

We will then estimate potential growth in both the demand for, and the supply of lodging, meeting and banquet facilities in the competitive market area. We will evaluate each of the principal segments of demand and describe their characteristics in this particular market. Then we will estimate growth rates in demand for each of these market segments and project the anticipated future demand, including an analysis of demand displaced from the market which could be captured with the development of the proposed facilities. We will quantify existing competitive supply, including historical growth trends and potential additions to the supply.

Based on this estimate of future demand and supply, we will recommend the size, type and characteristics of the hotel, meeting and banquet facilities best suited to respond to the market demand anticipated in the future. We will then meet with you and discuss our findings before proceeding with further analysis or projections to assure the alignment of the various interests in the recommendations regarding the size and scope of facilities to be developed and the assumptions to be made regarding surrounding development and supporting amenities paramount to project success.

Next, we will project the potential occupancy and average daily rate performance for the first five years of operation of the subject hotel based on both the detailed analysis of the market demand and supply as well as a subjective analysis of the proposed property's characteristics, in comparison with those of the competitive properties. Finally we will also project the potential utilization levels that could be expected for meeting and banquet space associated with the subject development expressed in terms of the revenue anticipated from this activity. This will produce a projection of potential total revenues from the recommended facility.

We will present our findings in a succinct letter report including survey findings, historical and potential future lodging market trends, competitive supply analysis, projections of performance for the first five years of operations accompanied by tables illustrating these trends and projections. We will then meet with you to determine your desire to proceed to Phase 3. Generally positive results in this Phase 2 analysis would serve as the basis for final Feasibility and Gap analysis to be performed in Phase 3.

### **PHASE 3 – Feasibility, “Gap” Analysis, and Final Project Report**

#### **Feasibility**

Assuming the previous phases of work demonstrate sufficient levels of potential demand and, depending on the evolution of the status of other hotel and/or meeting facility additions in the market area, once you and your associates are aligned on the specific site layout, the size, scale and characteristics of the project, and the critical assumptions regarding surrounding development and support infrastructure, we would proceed with detailed departmental revenue and expense projections and return on investment analysis for both the hotel, meeting, and banquet facilities.

During this phase our primary task would be to estimate future pro forma performance including cash flow from operations before debt service and income taxes for the first five full years of operation for the property. These will encompass detailed estimates of rooms and other revenues; payroll and other expenses of rooms and other operated departments; and payroll and other costs for unallocated expenses (i.e. administrative and general, marketing, property operations, maintenance, and energy). In addition certain fixed costs will be projected including property taxes, insurance, and management fees.

We will prepare our pro forma projections independently relying primarily upon industry standards and performance of comparable hotel meeting and banquet facilities operating efficiencies that may be available, or considering the input of any potential third party manager as you choose. Either approach will result in projections of cash flow from operations before fixed charges, reserve for replacement of fixed assets, debt service and income taxes for the hotel and conference/convention facility.

#### **“Gap” Analysis and Final Report**

Using the cash flow estimates resulting from these proformas', we will derive estimates of Return on Investment using traditional financing assumptions. If these estimates produce a Return on Investment below levels attractive to private developers, we will formulate a gap analysis indicating the amount of additional public assistance needed to raise the Return on Investment to an attractive level for private developers. At this point we will discuss with you our results and recommend to you potential financing venues, including alternative Parties incentives, relative to the associated debt service requirements as well as the availability and level of return that the necessary equity components will require at that time, to arrive at a true assessment of the feasibility of the hotel. We will work with you to develop agreed upon assumptions as to public incentives to be included in the financing structure and produce projections of potential return on investment both in terms of Discounted Cash Flow and Internal Rate of Return which should prove attractive to private hotel developers/investors. We will summarize our proforma and return on investment results in a detailed report summarizing our findings from both phases of study which can then serve as a component of a solicitation package which will be your basis for soliciting developers for the hotel conference/convention facility.

### **ADDITIONAL SERVICES**

After we have completed our work on these 3 phases of our engagement, and provided you with the report which will serve as a component of your solicitation and negotiation with private developers to bring the project to fruition, we will be available, on an as needed basis, to assist you in moving the project forward. Any additional time expended in this effort would be billed at our standard hourly rates which we would estimate in a separate addendum engagement letter if and when you may desire to engage us in these additional services.

### **CONDITIONS OF SERVICE**

In preparing our reports and accompanying schedules, we will rely on information furnished by other individuals or found in previously existing records and/or documents. Unless otherwise indicated, such information is presumed to be reliable. However, no warranty, either express or implied, is given for the accuracy of such information and the consultant assumes no responsibility for information relied upon later found to have been inaccurate. The consultant reserves the right to make such adjustments to the analyses, opinions and conclusions set forth in these reports as may be required by consideration of additional data or more reliable data that may become available.

Our reports may not be included or referred to in any underwriting material related to an offering of bonds. They are intended exclusively for your internal decision process and for your submission to potential developers and lenders familiar with studies of this type and the limitations of such analyses. No opinion is intended to be expressed for matters which require legal expertise or

specialized investigation or knowledge beyond that customarily employed by real estate consultants. Possession of any of our reports, or copies of them, does not carry with it the right of publication. Without the written consent of the consultant, our reports may not be used for any purpose by any person other than the parties to whom it is addressed or developers and lenders considering the project.

The definitions and assumptions upon which our analyses, opinions and conclusions are based will be set forth in appropriate sections of any reports and are to be part of these general assumptions as if included here in their entirety.

Neither all nor any part of the contents of any report shall be disseminated to the general public through advertising or sales media, public relations media, news media or other public means of communication without the prior written consent and approval of the consultant.

Any reports, including all cash flow forecasts, market surveys and related data, conclusions, exhibits and supporting documentation may not be reproduced or references made to the report or to Partners In Development in any sale offering, prospectus, public or private placement memorandum, proxy statement or other document ("Offering Material") in connection with a merger, liquidation or other corporate transaction unless Partners In Development has approved in writing the text of any such reference or reproduction prior to the distribution and filing thereof.

Partners In Development cannot be held liable in any cause of action resulting in litigation for any amount which exceeds the total fees collected from this individual engagement.

## **CLOSING**

We appreciate this opportunity to be of service to Yukon. We would be excited to work with you and your associates on this assignment. If you require any revisions or have any questions regarding this proposal letter, please give either of us a call. If this letter adequately outlines the scope of service you require and the conditions of service, timing, and fees are acceptable to you, please sign a copy of this engagement letter and forward it to us along with your retainer check in the amount of \$5,000 to facilitate our scheduling and commencement of work on Phase 1 of the engagement

Sincerely,

PARTNERS IN DEVELOPMENT

*John R. Weeman, Jr.*

*Pete DeKalb*

John R. Weeman, Jr.  
President

Pete DeKalb  
Principal

Accepted by:

FOR: The Parties of Yukon Oklahoma Economic Development Authority & I-40 Properties, LLC

By: *Shayon Bottom*

Its': *Yukon City Manager*

Date: *05-01-2015*

Check #: *P.O. #15-66904*

Cc: Gabby Trad  
Kip Ryan

# ACOG

## Association of Central Oklahoma Governments

21 E. Main St, Suite 100, Oklahoma City, OK 73104-2405  
[405] 234-2264 Fax: [405] 234-2200 TDD/TTY: 7-1-1 Statewide  
www.acogok.org e-mail: acog@acogok.org

### MEMORANDUM

**DATE:** May 7, 2015  
**TO:** Areawide Planning and Technical Advisory Committee  
**FROM:** John Sharp, Program Coordinator  
Transportation & Planning Services  
**SUBJECT:** Yukon's Urban Gateway SmartCode Ordinance

#### INFORMATION:

In March, the City of Yukon adopted a form-based code standard for their Urban Gateway development adjacent to Frisco Road and I-40. Ordinance 1315 will promote predictable building environments and high-quality public spaces by using the physical form of buildings versus traditional zoning and land use regulation. The overlay district will support mixed-use residential and commercial development for the 170 acre development.

The Urban Gateway Overlay Supplemental District will help ensure new development incorporates a list of strategic design principles, including:

- A pedestrian-friendly environment with wide sidewalks, active shopfronts, short blocks, and tree-lined streets.
- A variety of public-gathering places, such as squares and civic greens.
- A variety of uses that allow people to live, work and play near one another.
- Buildings close to internal collector streets providing easy access for pedestrian activity.
- Parking to the rear and side of buildings.
- Central Oklahoma native landscaping and trees in parking areas and along walkways.
- Building facades that create visual interest.

Larry Mitchell, Executive Director of the Yukon Economic Development Authority will be at the May APTAC meeting to discuss their work developing this new ordinance.

#### ACTION REQUESTED:

None. For information only.



**DATE:** June 04, 2015

**FROM:** Larry Mitchell, YEDA Executive Director

**TO:** Yukon Economic Development Authority

**RE:** EDA Economic Adjustment Grant

**MEMORANDUM**

The enclosed/attached letter dated April 6, 2015 was not actually received by the City Manager until Friday, April 17. The stranger part of this delay in the delivery of the notice letter is that ACOG, Jerry Church, did not have any idea that the letter would be sent and never did get a copy of the letter despite the fact that ACOG is the clearing house for the EDA grant application program in the Oklahoma City region.

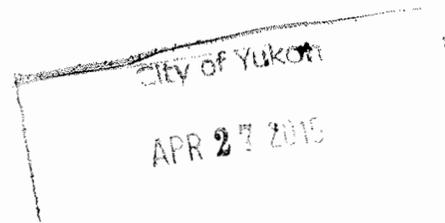
Recently, Jerry Church did manager to have a conversation with staff at the Austin, Texas Regional Office and received the following explanation:

1. The regional office reviewed seventeen (17) applications in the third quarter
2. Due to financial constraints, only one (1) grant was approved in Oklahoma – Muskogee
3. Six (6) other grant applications did receive "conditional" approval
4. There are four (4) active projects in the state and two (2) are in the OKC region

Our recommendation, given the lack of funding and the fact that the federal fiscal year ends on September 30th, is that we delay sending in a revised grant application until October. Hopefully, a new budget year will provide the EDA Program with some additional project funds.



U.S. DEPARTMENT OF COMMERCE  
Economic Development Administration  
Austin Regional Office  
903 San Jacinto Blvd., Suite 206  
Austin, TX 78701-2450



April 6, 2015

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

Dear Mr. Bottom:

Your proposal for a Public Works grant for "Industrial Site Evaluation Study for I-40/U.S. 66 Corridor" has been reviewed. It was evaluated based on the selection criteria published in the Federal Register.

We regret that we are unable to assist you on this project at this time since the evaluation has determined that your proposal does not compete favorably with other proposals from throughout the five states served by the Austin Regional Office.

Sincerely,

A handwritten signature in black ink, consisting of a series of loops and flourishes, appearing to read "Camille Osborne-Nellans".

Camille Osborne-Nellans  
Acting Regional Director

cc: Matthew P. Giannini, EDA Area Director

36 -ST Capital Improvement  
 ECONOMIC DEVELOPMENT  
 DEPARTMENTAL EXPENDITURES

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<b>PERSONNEL</b>							
36-5502-101 Regular Employees	129,269.00	14,259.69	0.00	133,820.28	0.00 (	4,551.28)	103.52
36-5502-102 Extra Help	36,160.00	3,366.00	0.00	27,376.92	0.00	8,783.08	75.71
36-5502-106 Car Allowance	0.00	276.90	0.00	2,628.12	0.00 (	2,628.12)	0.00
36-5502-112 Employee Retirement	32,124.00	2,819.68	0.00	14,366.15	0.00	17,757.85	44.72
36-5502-113 FICA (Social Security)	10,103.00	1,368.10	0.00	11,384.55	0.00 (	1,281.55)	112.68
TOTAL PERSONNEL	207,656.00	22,090.37	0.00	189,576.02	0.00	18,079.98	91.29
<b>SUPPLIES</b>							
36-5502-201 Office Supplies	700.00	0.00	0.00	506.89	31.04	162.07	76.85
36-5502-202 Duplication/Computer	200.00	0.00	0.00	112.83	87.17	0.00	100.00
36-5502-208 Publications & Period	500.00	0.00	0.00	51.10	200.00	248.90	50.22
36-5502-225 Promotional Items	5,000.00	0.00	0.00	326.71	0.00	4,673.29	6.53
TOTAL SUPPLIES	6,400.00	0.00	0.00	997.53	318.21	5,084.26	20.56
<b>EQUIPMENT AND MAINTENANCE</b>							
36-5502-315 Office Equipment	500.00	75.97	0.00	75.97	0.00	424.03	15.19
36-5502-331 Travel Expense	10,200.00	15.00	0.00	2,741.62	1,472.99	5,985.39	41.32
36-5502-340 Postage and Shipping	200.00	0.00	0.00	150.00	0.00	50.00	75.00
36-5502-346 Rentals and Leases	12,000.00	0.00	0.00	0.00	0.00	12,000.00	0.00
36-5502-347 Special Services	30,000.00	270.00	0.00	26,620.40	0.00	3,379.60	88.73
36-5502-348 Consultant Fees	15,000.00	0.00	0.00	10,005.00	7,000.00 (	2,005.00)	113.37
36-5502-349 Printing	1,000.00	0.00	0.00	102.50	62.00	835.50	16.45
36-5502-354 Assoc Memberships & C	3,000.00	0.00	0.00	5,092.00	0.00 (	2,092.00)	169.73
36-5502-356 Training	6,000.00	0.00	0.00	0.00	0.00	6,000.00	0.00
TOTAL EQUIPMENT AND MAINTENANCE	77,900.00	360.97	0.00	44,787.49	8,534.99	24,577.52	68.45
TOTAL ECONOMIC DEVELOPMENT	291,956.00	22,451.34	0.00	235,361.04	8,853.20	47,741.76	83.65
*** TOTAL EXPENDITURES ***	9,140,730.00	503,869.06	333,991.17	7,629,423.13	938,125.33	907,172.71	90.08

Note - \*Yukon's Best Main Street program expenditures are represented within the YEDA 2014-2015 budget.  
 \*\$2,700.00 charged to YEDA account 354; 1 council members 2015 ICSC membership fee and 4 council members ICSC RECON conference registrations.

**YUKON ECONOMIC DEVELOPMENT AUTHORITY  
FRISCO ROAD TIF PROJECTED BUDGET FY14-15**

Financial Activity Report - June 2015

**TIF DISTRICT REVENUES**

Account Number	Tax Revenue	2013-2014 Actual	2014-2015 Estimated	Actual Monthly Collection	2014-2015 Total
	<b>Sales Tax</b>	0	350,000.00	17,395.97	202,191.71
	<b>Use Tax</b>	0	30,000.00	0	0
	<b>Hotel/Motel Tax</b>	0	0	0	0
	<b>Total</b>	0	<b>380,000.00</b>	<b>17,395.97</b>	<b>202,191.71</b>

**TIF DISTRICT EXPENDITURE**

Account Number	Expenditure	2013-2014 Actual	2014-2015 Estimated	2014-2015 YTD Actual	Project Balance
	<b>Public Improvements</b>	0			
	Extension of Health Center Parkway		300,000.00		
	<b>Total</b>				<b>25,000,000.00</b>

	<b>Development Assistance</b>	0			
	NA				
	<b>Total</b>				<b>10,000,000.00</b>

	<b>Project Implementation</b>	0			
	*Professional Services - Review Prairie West Master Plan		30,000.00		
	<b>Total</b>				<b>1,000,000.00</b>

	<b>Program Contingency</b>	0			
	NA				
	<b>Total</b>				<b>1,000,000.00</b>

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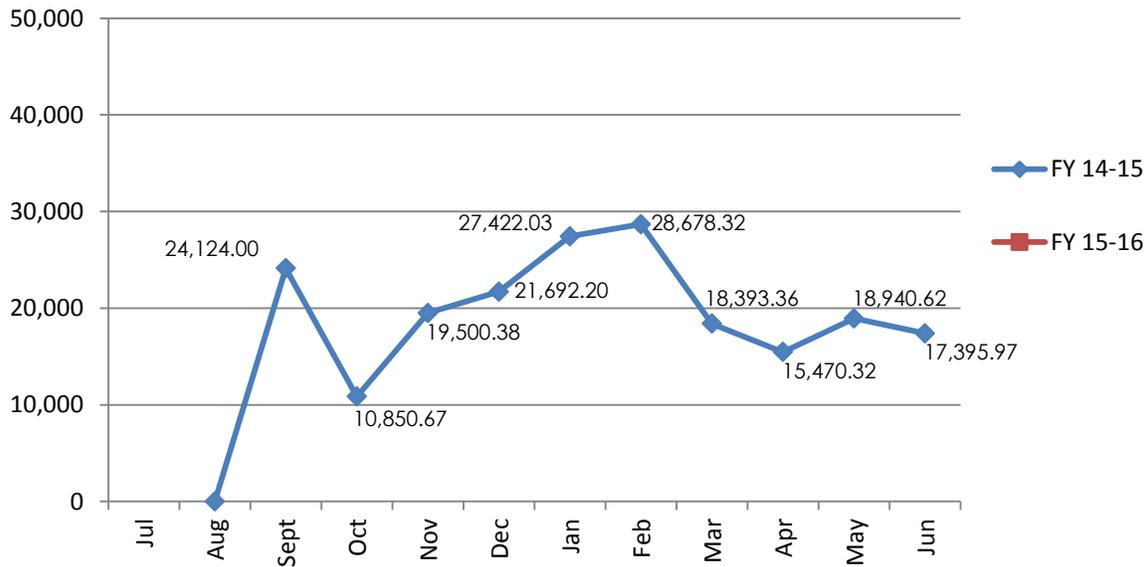
<b>Total</b>	<b>330,000.00</b>	<b>37,000,000.00</b>
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**YUKON ECONOMIC DEVELOPMENT AUTHORITY  
FRISCO ROAD TIF PROJECTED BUDGET FY14-15**

**Eligible Expenses**

Project Number	Pending Obligation	2013-2014 Actual	2014-2015 Proposed	2014-2015 YTD Actual	Remaining Balance
30715(04) (ODOT)	<b>Phase 1 design - I40/Frisco</b>	0	750,000.00	0	0
30715(04) (ODOT)	<b>Phase 2 design - I40/Frisco</b>	0	965,000.00	0	0
30715(04) (ODOT)	<b>Construction of I40/Frisco Road</b>	0	5,600,000.00	0	0
E232.00 (City/Triad)	<b>Engineering for Health Center Parkway/Prairie West Boulevard</b>	0	124,560.00	0	0
<b>Total</b>			<b>7,439,560.00</b>		

**TIF District Revenues  
FY 2014-2015**





**FINANCE DEPARTMENT**

**DATE:** June 15, 2015  
**FROM:** J. I. Johnson, City Treasurer  
**TO:** Grayson Bottom, City Manager  
**RE:** June 2015 Tax Receipts (April 2015 Sales)

Current Month Receipts

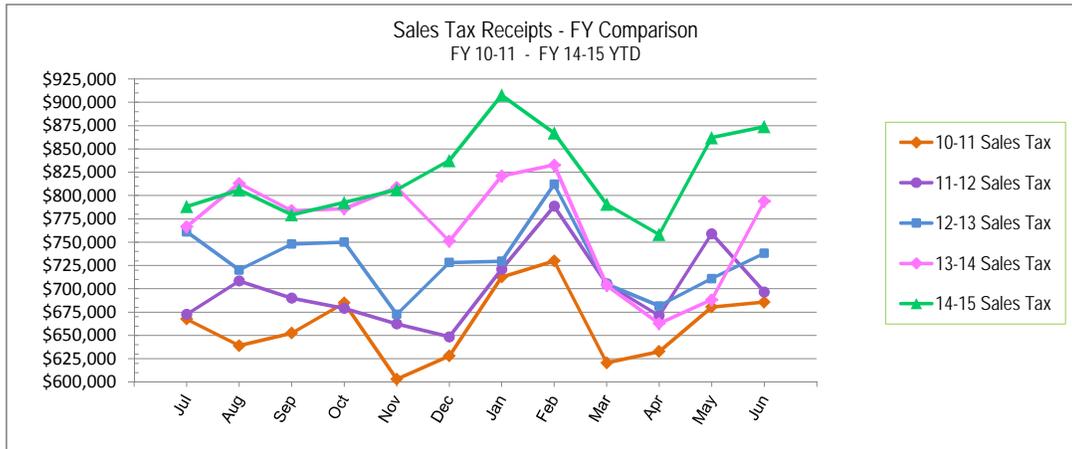
• Sales Tax	\$1,747,657.12
Same Month / Prior Year - Increase	10.09% ↑
YTD-Same Mo / Prior Year - Increase	7.16% ↑
• Use Tax	\$60,573.58
Same Month / Prior Year - Decrease	(50.20%) ↓
YTD-Same Mo / Prior Year - Decrease	(96.70%) ↓
• Cigarette/Tobacco Tax	\$18,692.05
Same Month / Prior Year - Increase	6.87% ↑
YTD-Same Mo / Prior Year - Increase	4.80% ↑
• Excise Tax	\$3,714.27
Same Month / Prior Year - Decrease	(4.49%) ↓
YTD-Same Mo / Prior Year - Increase	2.79% ↑
• TIF Transfer	\$17,395.97
TIF Transfer - YTD	\$202,191.71

**Sales Tax Collections**

FY 2014-2015

2004 PUBLIC EMPLOYEE SALES TAX - 1 CENT										\$ INCR/(DECR) % INCR/(DECR)				
SALES MONTH	REC'D	GEN FUND	1996 ST CIP		75%				25%		TOTAL REC'D	FROM SAME MO	SAME MO	% INCR/(DECR)
			3/4 CENT	PEST	POLICE RES	GEN EMP RES	FIRE RES	GEN FND RES	2007 ST CIP	1/4 CENT		PRIOR YEAR	PRIOR YEAR	YTD-SAME MO
MAY	7/9/2014	788,363.52	295,636.31	295,636.31	108,399.96	98,545.43	88,690.89	98,545.44	98,545.44	1,576,726.99	43,573.88	2.84%	2.84%	
JUNE	8/11/2014	806,127.40	302,297.76	302,297.76	110,842.49	100,765.91	90,689.33	100,765.92	100,765.92	1,612,254.74	(13,849.23)	-0.85%	0.94%	
JULY	9/9/2014	779,367.49	292,262.80	292,262.80	107,163.01	97,420.92	87,678.84	97,420.93	97,420.93	1,558,734.93	(8,843.79)	-0.56%	0.44%	
AUGUST	10/9/2014	792,512.91	297,192.33	297,192.33	108,970.50	99,064.10	89,157.70	99,064.11	99,064.11	1,585,025.76	13,215.95	0.84%	0.54%	
SEPTEMBER	11/10/2014	806,313.69	302,367.62	302,367.62	110,868.11	100,789.20	90,710.29	100,789.21	100,789.21	1,612,627.32	(4,908.76)	-0.30%	0.37%	
OCTOBER	12/8/2014	837,597.80	314,099.16	314,099.16	115,169.67	104,699.71	94,229.75	104,699.72	104,699.72	1,675,195.53	173,136.93	11.53%	2.15%	
NOVEMBER	1/12/2015	907,834.22	340,437.82	340,437.82	124,827.18	113,479.26	102,131.35	113,479.27	113,479.27	1,815,668.37	173,715.08	10.58%	3.40%	
DECEMBER	2/9/2015	867,157.59	325,184.09	325,184.09	119,234.14	108,394.68	97,555.23	108,394.70	108,394.70	1,734,315.12	68,776.73	4.13%	3.50%	
JANUARY	3/6/2015	790,743.14	296,528.67	296,528.67	108,727.16	98,842.88	88,958.60	98,842.89	98,842.89	1,581,486.23	174,363.24	12.39%	4.38%	
FEBRUARY	4/9/2015	758,216.26	284,331.09	284,331.09	104,254.71	94,777.02	85,299.33	94,777.03	94,777.03	1,516,432.47	191,122.87	14.42%	5.24%	
MARCH	5/8/2015	862,176.75	323,316.27	323,316.27	118,549.28	107,772.08	96,994.88	107,772.09	107,772.09	1,724,353.44	348,067.14	25.29%	6.88%	
APRIL	6/8/2015	873,828.59	327,685.71	327,685.71	120,151.41	109,228.56	98,305.71	109,228.57	109,228.57	1,747,657.12	160,190.28	10.09%	7.16%	
<b>TOTAL</b>		<b>9,870,239.38</b>	<b>3,701,339.63</b>	<b>3,701,339.63</b>	<b>1,357,157.62</b>	<b>1,233,779.75</b>	<b>1,110,401.89</b>	<b>1,233,779.88</b>	<b>1,233,779.88</b>	<b>19,740,478.02</b>	<b>1,318,560.32</b>			

TIF Transfer: 17,395.97      TIF Transfer-YTD: 202,191.71



**Sales Tax Collections**

2004 PUBLIC EMPLOYEE SALES TAX - 1 CENT										\$ INCR/(DECR) % INCR/(DECR)				
SALES MONTH	REC'D	GEN FUND	1996 ST CIP		75%				25%		TOTAL REC'D	FROM SAME MO	SAME MO	% INCR/(DECR)
			3/4 CENT	PEST	POLICE RES	GEN EMP RES	FIRE RES	GEN FND RES	2007 ST CIP	1/4 CENT		PRIOR YEAR	PRIOR YEAR	YTD-SAME MO
MAY	7/8/2013	766,576.58	287,466.21	287,466.21	105,404.26	95,822.06	86,239.86	95,822.07	95,822.07	1,533,153.11	10,861.47	0.71%	0.71%	
JUNE	8/8/2013	813,052.02	304,894.49	304,894.49	111,794.63	101,631.49	91,468.35	101,631.50	101,631.50	1,626,103.97	185,679.75	12.89%	6.63%	
JULY	9/10/2013	783,789.39	293,921.01	293,921.01	107,771.02	97,973.66	88,176.30	97,973.67	97,973.67	1,567,578.72	71,750.99	4.80%	6.02%	
AUGUST	10/10/2013	785,904.93	294,714.34	294,714.34	108,061.90	98,238.10	88,414.30	98,238.11	98,238.11	1,571,809.81	71,601.37	4.77%	5.70%	
SEPTEMBER	11/12/2013	808,768.07	303,288.02	303,288.02	111,205.59	101,095.99	90,986.40	101,096.01	101,096.01	1,617,536.08	272,238.57	20.24%	8.38%	
OCTOBER	12/9/2013	751,029.33	281,635.99	281,635.99	103,266.51	93,878.65	84,490.80	93,878.66	93,878.66	1,502,058.60	45,665.48	3.14%	7.51%	
NOVEMBER	1/8/2014	820,976.68	307,866.24	307,866.24	112,884.27	102,622.07	92,359.87	102,622.08	102,622.08	1,641,953.29	183,010.92	12.54%	8.23%	
DECEMBER	2/7/2014	832,769.23	312,288.45	312,288.45	114,505.74	104,096.14	93,686.53	104,096.15	104,096.15	1,665,538.39	41,262.51	2.54%	7.45%	
JANUARY	3/7/2014	703,561.52	263,835.56	263,835.56	96,739.69	87,945.18	79,150.67	87,945.19	87,945.19	1,407,122.99	(2,605.48)	-0.18%	6.64%	
FEBRUARY	★ 4/10/2014	662,654.82	248,495.55	248,495.55	91,115.02	82,831.84	74,548.67	82,831.85	82,831.85	1,325,309.60	(38,074.18)	-2.79%	5.76%	
MARCH	★ 5/12/2014	688,143.18	258,053.68	258,053.68	94,619.67	86,017.89	77,416.10	86,017.89	86,017.89	1,376,286.30	(45,648.83)	-3.21%	4.96%	
APRIL	6/9/2014	793,733.45	297,650.03	297,650.03	109,138.33	99,216.67	89,295.01	99,216.68	99,216.68	1,587,466.84	111,042.08	7.52%	5.18%	
<b>TOTAL</b>		<b>9,210,959.20</b>	<b>3,454,109.57</b>	<b>3,454,109.57</b>	<b>1,266,506.61</b>	<b>1,151,369.74</b>	<b>1,036,232.87</b>	<b>1,151,369.86</b>	<b>1,151,369.86</b>	<b>18,421,917.70</b>	<b>906,784.65</b>			

★ Correction of Sales Tax collected from Jan 2008-Dec 2010 paid to City of Yukon in error by Mathis Brothers. Total amount to DEDUCT \$290,058.10 with \$145,029.05 deducted each month from April and May 2014 sales tax receipts.

**Sales Tax Collections**

2004 PUBLIC EMPLOYEE SALES TAX - 1 CENT										\$ INCR/(DECR) % INCR/(DECR)				
SALES MONTH	REC'D	GEN FUND	1996 ST CIP		75%				25%		TOTAL REC'D	FROM SAME MO	SAME MO	% INCR/(DECR)
			3/4 CENT	PEST	POLICE RES	GEN EMP RES	FIRE RES	GEN FND RES	2007 ST CIP	1/4 CENT		PRIOR YEAR	PRIOR YEAR	YTD-SAME MO
MAY	7/9/2012	761,145.85	285,429.68	285,429.68	104,657.53	95,143.22	85,628.90	95,143.23	95,143.23	1,522,291.64	177,312.91	13.18%	13.18%	
JUNE	8/8/2012	720,212.14	270,079.54	270,079.54	99,029.15	90,026.50	81,023.86	90,026.51	90,026.51	1,440,424.22	23,624.40	1.67%	7.28%	
JULY	9/7/2012	747,913.89	280,467.70	280,467.70	102,838.14	93,489.22	84,140.31	93,489.23	93,489.23	1,495,827.73	115,827.18	8.39%	7.65%	
AUGUST	★ 10/15/2012	750,104.25	281,289.08	281,289.08	103,139.31	93,763.02	84,386.72	93,763.03	93,763.03	1,500,208.44	142,248.73	10.48%	8.35%	
SEPTEMBER	11/8/2012	672,648.78	252,243.28	252,243.28	92,489.19	84,081.09	75,672.98	84,081.09	84,081.09	1,345,297.51	20,598.64	1.55%	7.03%	
OCTOBER	12/6/2012	728,196.59	273,073.71	273,073.71	100,127.01	91,024.56	81,922.11	91,024.57	91,024.57	1,456,393.12	159,244.29	12.28%	7.87%	
NOVEMBER	1/8/2013	729,471.21	273,551.69	273,551.69	100,302.27	91,183.89	82,065.51	91,183.90	91,183.90	1,458,942.37	17,038.87	1.18%	6.86%	
DECEMBER	2/8/2013	812,137.97	304,551.73	304,551.73	111,668.95	101,517.23	91,365.52	101,517.24	101,517.24	1,624,275.88	46,841.30	2.97%	6.31%	
JANUARY	3/8/2013	704,864.26	264,324.09	264,324.09	96,918.81	88,108.02	79,297.23	88,108.03	88,108.03	1,409,728.47	(1,038.10)	-0.07%	5.59%	
FEBRUARY	4/8/2013	681,691.92	255,634.46	255,634.46	93,732.62	85,211.48	76,690.34	85,211.49	85,211.49	1,363,383.78	20,952.86	1.56%	5.20%	
MARCH	5/9/2013	710,967.59	266,612.84	266,612.84	97,758.02	88,870.94	79,983.85	88,870.95	88,870.95	1,421,935.13	(96,283.31)	-6.34%	4.06%	
APRIL	6/7/2013	738,212.41	276,829.64	276,829.64	101,504.18	92,276.54	83,048.89	92,276.55	92,276.55	1,476,424.76	83,069.27	5.96%	4.22%	
<b>TOTAL</b>		<b>8,757,566.85</b>	<b>3,284,087.45</b>	<b>3,284,087.45</b>	<b>1,204,165.18</b>	<b>1,094,695.71</b>	<b>985,226.23</b>	<b>1,094,695.82</b>	<b>1,094,695.82</b>	<b>17,515,133.05</b>	<b>709,437.04</b>			

★ October totals adjusted to reflect additional receipts for August 2012 Sales Tax Free Holiday (OTC advised this is usually included in Sep receipts)