



**CITY COUNCIL AGENDA**  
**July 15, 2014**

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**Ken Smith, Mayor ~ At-Large**  
**Michael McEachern, Vice-Mayor ~ Ward 4**  
**Richard Russell, Council Member ~ Ward 1**  
**John Alberts, Council Member ~ Ward 2**  
**Donna Yanda, Council Member ~ Ward 3**  
**Grayson Bottom, City Manager**

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Yukon City Council / Yukon Municipal Authority Work Session  
Conference Room - Centennial Building - 12 South 5<sup>th</sup> Street  
July 15, 2014 – 6:00 p.m.

**There is no work session preceding the July 15, 2014 City Council Meeting.**

# City Council - Municipal Authority Agendas

July 15, 2014 - 7:00 p.m.

Council Chambers - Centennial Building

12 South Fifth Street, Yukon, Oklahoma

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The City of Yukon strives to accommodate the needs of all citizens, including those who may be disabled. If you would like to attend this Council meeting but find it difficult to do so because of a disability or architectural barrier, please contact City Hall at 354-1895. We will make a sincere attempt to resolve the problem. If you require a sign-language interpreter at the meeting, please call or notify City Hall, 500 West Main, by noon, July 14, 2014.

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## Invocation:

## Flag Salute:

**Roll Call:** Ken Smith, Mayor  
Michael McEachern, Vice Mayor  
John Alberts, Council Member  
Richard Russell, Council Member  
Donna Yanda, Council Member

**Public Hearing** to Receive Input from the Public Regarding the 2014 CDBG Project

## 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 1, 2014
- B) Payment of material claims in the amount of \$163,881.69

## 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 Special meeting of June 27, 2014**
- B) The minutes of the regular meeting of July 1, 2014**
- C) Payment of material claims in the amount of \$622,308.12**
- D) Designating the items on the attached list from the Technology Department as surplus and authorizing their sale, donation or trade**
- E) The renewal of the existing Contract with the Yukon Public School District to provide School Resource Officers at the High School and Middle School, for the term of July 1, 2014 to June 30, 2015, for the sum of \$150,000.00**
- F) The renewal of the existing Compassionate Hands, Inc. Agreement, for the term of July 1, 2014 through June 30, 2015 at a cost of \$12,000.00**
- G) The renewal of the existing Sister Cities International Agreement, for the term of July 1, 2014 through June 30, 2015 at a cost of \$360.00**
- H) The renewal of the Agreement for Services between the City of Yukon and Yukon Chamber of Commerce, for the term of July 1, 2014 through June 30, 2015 at a cost of \$1,500.00 per month plus a sales tax incentive**
- I) Denial of Claim No. 137573-TW from Robert Wallace, as recommended by the Oklahoma Municipal Assurance Group**
- J) Denial of Claim No. 137599-TW from Rick Treeman, as recommended by the Oklahoma Municipal Assurance Group**
- K) Denial of Claim No. 137750-ME from Johnny Hoffman, as recommended by the Oklahoma Municipal Assurance Group**
- L) Denial of Claim No. 138188-ME from Meredith Smith, as recommended by the Oklahoma Municipal Assurance Group**
- M) Installation of two (Speed Limit 25) signs on Garden Grove, as recommended by the Traffic Commission**
- N) Setting the date for the next regular Council meeting for August 5, 2014 7:00 p.m., in the Council Chambers of the Centennial Building, 12 S. Fifth St.**

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

**2. Reports of Boards, Commissions and City Officials**

**3. Consider approving the Citizen Participation Plan for the 2014 Community Development Block Grant Application**

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

- 4. Consider approving the Statement of Needs for the 2014 Community Development Block Grant Application**

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

- 5. Consider approving Resolution No. 2014-12, a Resolution allocating \$64,567.00 as a match for a Community Development Block Grant of \$64,567.00 for installation and repair of infrastructure; and authorizing execution of documents necessary to the transaction**

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

- 6. Consider approving Resolution No. 2014-13, a Resolution accepting the 2014 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**

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

- 7. Consider approving an expenditure of funds, for repainting and striping of Ladder-1, in the amount of \$26,981.20, to be paid from the Capital Improvement Funds, as requested by the Fire Chief**

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

- 8. Consider approving an expenditure of funds, for estimated remodeling costs of 334 Elm Ave, proposed office for Development Services, in the amount of \$56,357.00, to be paid from Capital Improvement Funds, as requested by the Planning Director**

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

- 9. Consider approving a request from James C. Niles for a vacation of a 15 foot Utility Easement, that was to serve Legacy Lakes Phase II, a tract of land situate within the Northeast Quarter (NE/4) of Section twenty-eight (28), township twelve North (T12N), range three West (R3W) of the Indian Meridian (I.M.) Canadian County, Yukon, OK, as recommended by the Planning Commission**

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

10. Consider approving the Collective Bargaining Agreement between the City of Yukon and The Fraternal Order of Police Lodge #173, for the fiscal years 2014-2015 & 2015-2016

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

11. Consider approving the Revised 2014-2015 Attachment “A” pay scale, between the City of Yukon and the International Association of Fire Fighters Local #2055, concerning the Collective Bargaining Agreement between the City of Yukon and the International Association of Fire Fighters Local #2055, reflecting a 2.5% Cost of Living Adjustment, as afforded to all City of Yukon Employees

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

12. City Manager’s Report – Information items only

A. Sales Tax

13. New Business

14. Council Discussion

15. Adjournment

**Yukon Municipal Authority Minutes  
July 1, 2014**

ROLL CALL: (Present) Ken Smith, Chairman  
Michael McEachern, Vice Chairman  
John Alberts, Trustee  
Richard Russell, Trustee  
Donna Yanda, Trustee

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

**1A. YMA Consent Docket**

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

**The City Manager recommends a motion to approve:**

- A) The minutes of the regular meeting of June 17, 2014**
- B) Payment of material claims in the amount of \$62,109.07**

The motion to approve the YMA Consent Docket, consisting of the approval of the minutes of the regular meeting of June 17, 2014 and payment of material claims in the amount of \$62,109.07, was made by Trustee McEachern and seconded by Trustee Russell.

**The vote:**  
**AYES: Alberts, Yanda, McEachern, Smith, Russell**  
**NAYS: None**  
**VOTE: 5-0**  
**MOTION CARRIED**

(Adjourn as YMA and Reconvene as Yukon City Council)

EXHIBIT A  
YUKON MUNICIPAL AUTHORITY  
(Yukon, Oklahoma)  
SALES TAX AND UTILITY SYSTEM REVENUE BONDS  
SERIES 2013

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 March 1, 2013 by and between Yukon Municipal Authority and Bank of Oklahoma, N.A., Oklahoma, as Trustee, you are directed to pay Creditor from the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

Triad Design Group 82-8818-16-1  
CREDITOR TRUST NO.

ITEM	ITEM NO.
6/30/14 Ranchwood Park Improvements	\$2,581.20
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.

Those 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

Date \_\_\_\_\_  
Date Approved: \_\_\_\_\_  
Date Paid \_\_\_\_\_  
Authorized Officer \_\_\_\_\_

\_\_\_\_\_  
Chairman or Vice Chairman

Attest:

\_\_\_\_\_  
Secretary

Submit in triplicate: 1 to Bank, 1 to General Manager, 1 to City



City of Yukon  
 Attn: City Treasurer  
 Mr. J.I. Johnson  
 P. O. Box 850500  
 Yukon, Oklahoma 73085

Invoice No. 8902  
 Project No. E234.00 BG 03  
 Statement No. 1  
 Date: June 30, 2014  
 CIT220

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 Re: 2014 Concrete and Asphalt Paving, Drainage, Water, and Sewer Projects

Architectural and Engineering Services through June 25, 2014

Ranchwood Park Improvements

Sr. Engineer	5.00	Hrs.	x	\$144.22	=	721.10
Sr. Technician	5.00	Hrs.	x	\$103.66	=	518.30
Technician	5.00	Hrs.	x	\$69.13	=	345.65
Technician	15.00	Hrs.	x	\$66.41	=	996.15

	\$2,581.20
Less Previous Billings	_____
Amount Due	\$2,581.20

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

2014 Concrete and Asphalt Paving, Drainage,  
Water, and Sewer Projects

Ranchwood Park Improvements

STATE OF OKLAHOMA

SS

COUNTY OF OKLAHOMA

The undersigned (architect, contractor, supplier, or engineer) of lawful age, being first duly sworn on oath, says that this invoice or claim is truth and correct. Affiant further states that the (work, services, or materials) as shown by this invoice or claim have been (completed, or supplied) in accordance with the plans, specifications, orders, or requests furnished the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer, or employee of the State of Oklahoma, any county or local subdivision of the state, of money or any other things of value to obtain payment.

*Wesley W. [Signature]*  
Architect, Supplier, Contractor, Engineer

Subscribed and sworn to before me this

3rd day of June, 2014

*Mary J. Johnston*  
Notary Public (or Clerk or Judge)



My Commission Expires: May 25, 2017

EXHIBIT A  
 YUKON MUNICIPAL AUTHORITY  
 (Yukon, Oklahoma)  
 SALES TAX AND UTILITY SYSTEM REVENUE BONDS  
 SERIES 2013

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 March 1, 2013 by and between Yukon Municipal Authority and Bank of Oklahoma, N.A., Oklahoma, as Trustee, you are directed to pay Creditor from the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

<i>Triad Design Group</i>	82-8818-16-1
CREDITOR	TRUST NO.

ITEM		ITEM NO.
<i>6/30/14</i>	<i>Oak Avenue Bridge Replacement</i>	<i>\$1,308.65</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.

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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

Date

Date Approved: \_\_\_\_\_

Date Paid \_\_\_\_\_

Authorized Officer

Submit in triplicate: 1 to Bank, 1 to General Manager, 1 to City

\_\_\_\_\_  
 Chairman or Vice Chairman

Attest:

\_\_\_\_\_  
 Secretary



City of Yukon  
 Attn: City Treasurer  
 Mr. J.I. Johnson  
 P. O. Box 850500  
 Yukon, Oklahoma 73085

Invoice No. 8901  
 Project No. E234.00 BG 02  
 Statement No. 3  
 Date: June 30, 2014  
 CIT220

-----  
 Re: 2014 Concrete and Asphalt Paving, Drainage, Water, and Sewer Projects

Architectural and Engineering Services through June 25, 2014

Oak Avenue Bridge Replacement

Survey	\$12.00	Hrs.	x	\$95.00	=	1,140.00
Sr. Engineer	5.50	Hrs.	x	\$144.22	=	793.21
Engineer (Hydraulic Study)	45.00	Hrs.	x	\$97.66	=	4,394.70
Technician	27.50	Hrs.	x	\$66.41	=	1,826.28

	\$8,154.19
Less Previous Billings	6,845.54
Amount Due	\$1,308.65

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

2014 Concrete and Asphalt Paving, Drainage,  
Water, and Sewer Projects

Oak Avenue Bridge Replacement

STATE OF OKLAHOMA

SS

COUNTY OF OKLAHOMA

The undersigned (architect, contractor, supplier, or engineer) of lawful age,  
being first duly sworn on oath, says that this invoice or claim is truth and correct.

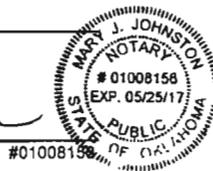
Affiant further states that the (work, services, or materials) as shown by this  
invoice or claim have been (completed, or supplied) in accordance with the  
plans, specifications, orders, or requests furnished the affiant. Affiant further  
states that (s)he has made no payment directly or indirectly to any elected  
official, officer, or employee of the State of Oklahoma, any county or local  
subdivision of the state, of money or any other things of value to obtain payment.

  
\_\_\_\_\_  
Architect, Supplier, Contractor, Engineer

Subscribed and sworn to before me this

30th day of June, 2014

  
\_\_\_\_\_  
Notary Public (or Clerk or Judge)



My Commission Expires: May 25, 2017

EXHIBIT A  
 YUKON MUNICIPAL AUTHORITY  
 (Yukon, Oklahoma)  
 SALES TAX AND UTILITY SYSTEM REVENUE BONDS  
 SERIES 2013

PAYMENT REQUISITION  
 YUKON MUNICIPAL AUTHORITY  
 CONSTRUCTION FUND  
 Project Account

TO: Bank of Oklahoma, N.A., Trustee  
 FROM: Yukon Municipal Authority  
 DATE:

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<i>Brewer Construction Company</i>	82-8818-16-1
CREDITOR	TRUST NO.

ITEM		ITEM NO.
<i>7/2/14</i>	<i>concrete, asphalt paving</i>	<i>\$16,091.72</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.

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YUKON MUNICIPAL AUTHORITY

Date

Date Approved: \_\_\_\_\_

Date Paid \_\_\_\_\_

Authorized Officer

Submit in triplicate: 1 to Bank, 1 to General Manager, 1 to City

\_\_\_\_\_  
 Chairman or Vice Chairman

Attest:

\_\_\_\_\_  
 Secretary



July 3, 2014

Mr. J.I. Johnson  
City Treasurer  
City of Yukon  
P.O. Box 850500  
Yukon, OK 73085

**Re: 2011 Yukon Concrete, Asphalt Paving W/ Drainage, Water & Sewer Contract  
CIP #51 Platt & Everglade Street Repair**

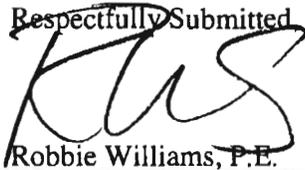
**Estimate #1**

Dear Mr. Johnson:

Please find attached Brewer Construction Company Yukon Claim # 2014-61 in an amount of \$16,091.72 for which we recommend payment.

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

Respectfully Submitted



Robbie Williams, P.E.

RW/jh

Attachment

cc: File E195

# Brewer Construction Co.

3301 SW 5th St. - Oklahoma City, OK 73125  
PO Box 82485 - Oklahoma City, OK 73148  
405-787-4962  
Fax 405-495-8972

July 2nd, 2014

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  
CIP # 51 Platt & Everglade Street Repair

Yukon Claim # 2014 - 61

## Estimate # 1

Description	Quantity	Unit Bid Price	Unit Bid Total
Concrete Pavement Removal	147.5 S.Y.	\$ 6.50	\$ 958.75
Curb Removal	86 L.F.	\$ 7.70	\$ 662.20
Base Repair Over 50sy	157 S.Y.	\$ 31.00	\$ 4,867.00
6" HES PC Concrete Paving	145 S.Y.	\$ 62.00	\$ 8,990.00
6" Integral Curb	75 L.F.	\$ 4.50	\$ 337.50
Solid Slab Sod 200sy +	0 S.Y.	\$ 2.25	\$ -
Saw Cutting	98 L.F.	\$ 5.40	\$ 529.20
Traffic Control	0.9 L.S.	\$ 660.00	\$ 594.00
		Total Completed	\$ 16,938.65
		Less 5 % Ret.	\$ (846.93)
		Total Due Est. # 1	\$ 16,091.72

✓ b/c note

Thank You  
Brewer Construction Company

  
Kevin Brewer

EXHIBIT A  
YUKON MUNICIPAL AUTHORITY  
(Yukon, Oklahoma)  
SALES TAX AND UTILITY SYSTEM REVENUE BONDS  
SERIES 2013

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 March 1, 2013 by and between Yukon Municipal Authority and Bank of Oklahoma, N.A., Oklahoma, as Trustee, you are directed to pay Creditor from the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

<u>Brewer Construction Company</u>	82-8818-16-1
CREDITOR	TRUST NO.

ITEM		ITEM NO.
7/2/14	concrete, asphalt paving	\$ 71,075.42
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.

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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

Date

Date Approved: \_\_\_\_\_

Date Paid \_\_\_\_\_

Authorized Officer

Submit in triplicate: 1 to Bank, 1 to General Manager, 1 to City

\_\_\_\_\_  
Chairman or Vice Chairman

Attest:

\_\_\_\_\_  
Secretary



July 3, 2014

Mr. J.I. Johnson  
City Treasurer  
City of Yukon  
P.O. Box 850500  
Yukon, OK 73085

**Re: 2011 Yukon Concrete, Asphalt Paving W/ Drainage, Water & Sewer Contract  
CIP #52 Sycamore & 8<sup>th</sup> Street Intersection**

**Estimate #1**

Dear Mr. Johnson:

Please find attached Brewer Construction Company Yukon Claim # 2014-62 in an amount of \$71,075.42 for which we recommend payment.

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

Respectfully Submitted,

Robbie Williams, P.E.

RW/jh

Attachment

cc: File E195

# Brewer Construction Co.

5501 SW 8th St. - Oklahoma City, OK 73128  
 PO Box 82455 - Oklahoma City, OK 73145  
 405-757-4962  
 Fax 405-495-8978

July 2nd, 2014

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  
 CIP # 52 Sycamore & 8th Street Intersection

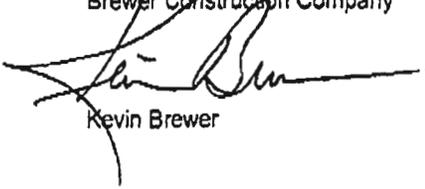
Yukon Claim # 2014 - 62

Estimate # 1

Description	Quantity	Unit Bid Price	Unit Bid Total
Concrete Pavement Removal	730.75 S.Y.	\$ 6.50	\$ 4,749.88
Asphalt Pavement Removal	406 S.Y.	\$ 6.50	\$ 2,639.00
Curb Removal	267 L.F.	\$ 7.70	\$ 2,055.90
6" Concrete Paving	875 S.Y.	\$ 40.00	\$ 35,000.00
Unclassified Excavation	323 C.Y.	\$ 16.50	\$ 5,329.50
6" Integral Curb	60 L.F.	\$ 4.50	\$ 270.00
Driveway Replacement	75 S.Y.	\$ 72.00	\$ 5,400.00
ODOT Type A Agg. Base	500 Ton	\$ 34.00	\$ 17,000.00
Manhole Adjust To Grade	0 Ea.	\$ 840.00	\$ -
Valve Box Adjust To Grade	0 Ea.	\$ 400.00	\$ -
Solid Slab Sod 200sy +	148 S.Y.	\$ 2.25	\$ 333.00
Saw Cutting	263 L.F.	\$ 5.40	\$ 1,420.20
Traffic Control	0.75 L.S.	\$ 825.00	\$ 618.75
Total Completed			\$ 74,816.23
Less 5 % Ret.			\$ (3,740.81)
Total Due Est. # 1			\$ 71,075.42

*VOK me*

Thank You  
 Brewer Construction Company



Kevin Brewer

EXHIBIT A  
 YUKON MUNICIPAL AUTHORITY  
 (Yukon, Oklahoma)  
 SALES TAX AND UTILITY SYSTEM REVENUE BONDS  
 SERIES 2013

PAYMENT REQUISITION  
 YUKON MUNICIPAL AUTHORITY  
 CONSTRUCTION FUND  
 Project Account

TO: Bank of Oklahoma, N.A., Trustee  
 FROM: Yukon Municipal Authority  
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<i>Brewer Construction Company</i>	82-8818-16-1
CREDITOR	TRUST NO.

ITEM		ITEM NO.
<i>7/2/14</i>	<i>concrete asphalt paving</i>	<i>\$62,276.80</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.

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YUKON MUNICIPAL AUTHORITY

Date

Date Approved: \_\_\_\_\_

Date Paid \_\_\_\_\_

Authorized Officer

Submit in triplicate: 1 to Bank, 1 to General Manager, 1 to City

\_\_\_\_\_  
 Chairman or Vice Chairman

Attest:

\_\_\_\_\_  
 Secretary



July 3, 2014

Mr. J.I. Johnson  
City Treasurer  
City of Yukon  
P.O. Box 850500  
Yukon, OK 73085

**Re: 2011 Yukon Concrete, Asphalt Paving W/ Drainage, Water & Sewer Contract  
CIP #15 9<sup>th</sup> Street Yukon Ave. to Redwood**

---

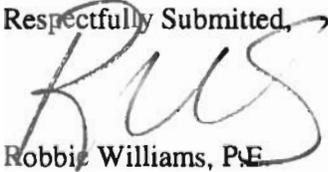
**Estimate #3 & Final**

Dear Mr. Johnson:

Please find attached Brewer Construction Company Yukon Claim # 2014-63 in an amount of \$62,276.80 for which we recommend payment.

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

Respectfully Submitted,



Robbie Williams, P.E.

RW/jh

Attachment

cc: File E195

# Brewer Construction Co.

8501 SW 8th St. - Oklahoma City, OK 73128  
PO Box 82455 - Oklahoma City, OK 73148  
405-787-4962  
Fax 405-995-8972

July 2nd, 2014

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  
CIP # 15 9th Street Yukon Ave. to Redwood

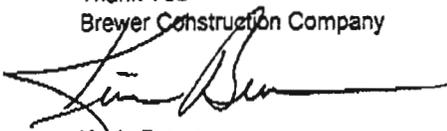
Yukon Claim # 2014 - 63

## Estimate # 3 & Final

Description	Quantity	Unit Bid Price	Unit Bid Total
Concrete Pavement Removal	2132 S.Y.	\$ 6.50	\$ 13,858.00
Curb Removal	1504 L.F.	\$ 7.70	\$ 11,580.80
Unclassified Excavation	688 C.Y.	\$ 16.50	\$ 11,352.00
6" Concrete Paving	1865.5 S.Y.	\$ 40.00	\$ 74,620.00
ODOT Type A Agg. Base	787.22 Ton	\$ 34.00	\$ 26,765.48
2'8" Concrete Curb & Gutter	1670 L.F.	\$ 22.00	\$ 36,740.00
Drive Way Replacement	260 S.Y.	\$ 72.00	\$ 18,720.00
Manhole Adjustment	2 Ea.	\$ 840.00	\$ 1,680.00
Valve Box Adjustment	3 Ea.	\$ 400.00	\$ 1,200.00
Solid Slab Sod 200sy +	598 S.Y.	\$ 2.25	\$ 1,345.50
Saw Cutting	537 L.F.	\$ 5.40	\$ 2,899.80
Reinforcing Steel	3617 Lbs	\$ 1.25	\$ 4,521.25
Traffic Control	1 L.S.	\$ 875.00	\$ 875.00
Total Work Complete		\$	206,157.83
Less 0 % Retainage		\$	-
Less Previously Paid		\$	(143,881.03)
Total Due Est. # 3		\$	62,276.80

*Vol 100*

Thank You  
Brewer Construction Company



Kevin Brewer

EXHIBIT A  
 YUKON MUNICIPAL AUTHORITY  
 (Yukon, Oklahoma)  
 SALES TAX AND UTILITY SYSTEM REVENUE BONDS  
 SERIES 2013

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 March 1, 2013 by and between Yukon Municipal Authority and Bank of Oklahoma, N.A., Oklahoma, as Trustee, you are directed to pay Creditor from the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

<i>Brewer Construction Company</i>	82-8818-16-1
CREDITOR	TRUST NO.

ITEM		ITEM NO.
<i>7/2/14</i>	<i>concrete asphalt paving</i>	<i>\$1,702.00</i>
DATE	PURPOSE	AMOUNT

AUTHORIZATION AND CERTIFICATE OF GENERAL MANAGER

With reference to the above requisition, the undersigned certifies:  
 The above requisition is approved.

Each obligation therein has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project as evidenced by the certificate of the supervising architect or engineer or other appropriate certification.

Those 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

Date

\_\_\_\_\_  
 Chairman or Vice Chairman

Date Approved: \_\_\_\_\_

Attest:

Date Paid \_\_\_\_\_

Authorized Officer

\_\_\_\_\_  
 Secretary

Submit in triplicate: 1 to Bank, 1 to General Manager, 1 to City



July 3, 2014

Mr. J.I. Johnson  
City Treasurer  
City of Yukon  
P.O. Box 850500  
Yukon, OK 73085

**Re: 2011 Yukon Concrete, Asphalt Paving W/ Drainage, Water & Sewer Contract  
2013 CIP 2 Sewer Repair #41  
801-811 Garden Grove**

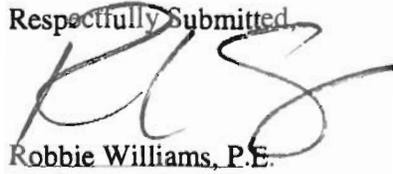
**Estimate #2 & Final**

Dear Mr. Johnson:

Please find attached Brewer Construction Company Yukon Claim # 2014-64 in an amount of \$1,702.00 for which we recommend payment.

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

Respectfully Submitted,



Robbie Williams, P.E.

RW/jh

Attachment

cc: File E195

# Brewer Construction Co.

8501 SW 8th St. - Oklahoma City, OK 73125  
PO Box 32455 - Oklahoma City, OK 73148  
405-737-4962  
Fax 405-495-8978

July 2nd, 2014

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  
2013 CIP 2 Sewer Repair # 41  
801-811 Garden Grove

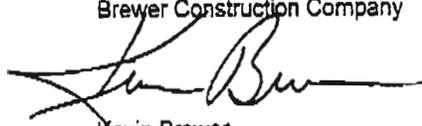
Yukon Claim # 2014 - 64

## Estimate # 2 & Final

Description	Quantity	Unit Bid Price	Unit Bid Total
8" Pipe Bursting	235 L.F.	\$ 80.00	\$ 18,800.00
Re-Connect Sewer Service	9 Ea.	\$ 360.00	\$ 3,240.00
Rehabilitate Manhole	0 Ea.	\$ 80.00	\$ -
Extra Vertical Foot Manhole	0 V.F.	\$ 120.00	\$ -
Solid Slab Sod 0-200sy	240 S.Y.	\$ 2.50	\$ 600.00
Crusher Run Backfill	0 Ton	\$ 29.00	\$ -
T.V. Inspection	0 L.F.	\$ 3.85	\$ -
		Total Completed	\$ 22,640.00
		Less Previously Paid	\$ (20,938.00)
		Total Due & Final	\$ 1,702.00

*✓ OK MS*

Thank You  
Brewer Construction Company



Kevin Brewer

EXHIBIT A  
 YUKON MUNICIPAL AUTHORITY  
 (Yukon, Oklahoma)  
 SALES TAX AND UTILITY SYSTEM REVENUE BONDS  
 SERIES 2013

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 March 1, 2013 by and between Yukon Municipal Authority and Bank of Oklahoma, N.A., Oklahoma, as Trustee, you are directed to pay Creditor from the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

<u>Triad Design Group</u>	82-8818-16-1
CREDITOR	TRUST NO.

ITEM		ITEM NO.
<u>3/12/14</u>	<u>wastewater Treatment Rehab.</u>	<u>\$ 1,388.56</u>
DATE	PURPOSE	AMOUNT

AUTHORIZATION AND CERTIFICATE OF GENERAL MANAGER

With reference to the above requisition, the undersigned certifies:  
 The above requisition is approved.

Each obligation therein has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project as evidenced by the certificate of the supervising architect or engineer or other appropriate certification.

Those 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

Date

Date Approved: \_\_\_\_\_

Date Paid \_\_\_\_\_

Authorized Officer

Submit in triplicate: 1 to Bank, 1 to General Manager, 1 to City

\_\_\_\_\_  
 Chairman or Vice Chairman

Attest:

\_\_\_\_\_  
 Secretary



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

Yukon 2014 Wastewater Treatment  
Plant Rehabilitation and Improvements

STATE OF OKLAHOMA

SS

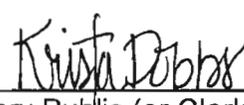
COUNTY OF OKLAHOMA

The undersigned (architect, contractor, supplier, or engineer) of lawful age, being first duly sworn on oath, says that this invoice or claim is truth and correct. Affiant further states that the (work, services, or materials) as shown by this invoice or claim have been (completed, or supplied) in accordance with the plans, specifications, orders, or requests furnished the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer, or employee of the State of Oklahoma, any county or local subdivision of the state, of money or any other things of value to obtain payment.

  
\_\_\_\_\_  
Architect, Supplier, Contractor, Engineer

Subscribed and sworn to before me this

13th day of March

  
\_\_\_\_\_  
Notary Public (or Clerk or Judge)



My Commission Expires: March 13, 2016

E189  
 2014 Wastewater Treatment  
 Plant Rehabilitation and

OKW  
 Improvement  
 Project



Oklahoma Department of Environmental Quality  
 707 N. Robinson, OKC, OK 73102-6010  
 P.O. Box 1677, OKC, OK 73101-1677

**Permit Fee Schedule for the  
 Construction of Public Water Supply and  
 Water Pollution Control Facilities**

**Water Treatment Facilities: [55007]**

**New Treatment Facilities:**

Non-Community Systems (New): [100661] .....\$737.16

Community Systems (New):

    Less than 10 MGD [100338] .....\$2,971.11

    10 MGD or Greater [100339] .....\$5,947.33

**Modification to Existing Water Treatment Facilities:**

Chemical Feed System (not including disinfection) [100340] .....\$449.24

Minor Modifications (see OAC 626-3-10(b)(2) for more information) [100663] .....\$1,485.56

Major Modifications (see OAC 626-3-10(b)(2) for more information) [100664] .....\$2,971.11

**Supply Facilities:**

Water Well (each) [100665] .....\$592.18  
 (\$2,971.11 Maximum)

Water Storage Tank (each) [100666] .....\$449.24

Raw Water Transmission Line [100667] .....\$449.24

Chlorination (groundwater system) [100682] .....\$449.24

**Distribution System Improvements:**

Waterline Extensions (rounded to nearest 100 Feet) [100668] .....\$153.15 for the first 1-500 feet  
 [101105] (\$29.10 for each additional 100 feet; \$5,947.33 Maximum)

Booster Pumping Station [100669] .....\$449.24

Permit Exemption: [101107] .....\$102.10

**Wastewater Treatment Facilities: [55020]**

**New Wastewater Treatment Facilities or Major Modifications:**

1.0 MGD and Greater [100670] .....\$5,554.24

0.5 MGD - 0.99 MGD [100671] .....\$4,165.68

0.10 MGD - 0.49 MGD [100672] .....\$2,777.12

0.01 MGD - 0.09 MGD [100673] .....\$1,388.56

Less than 0.01 MGD [100674] .....\$694.28

**Minor Modifications to Existing Wastewater Facilities (see OAC 656-3-9(b)(2) for more information)**

1.0 MGD and Greater [100675] .....\$1,388.56

0.5 MGD - 0.99 MGD [100676] .....\$1,112.89

0.10 MGD - 0.49 MGD [100677] .....\$831.09

0.01 MGD - 0.09 MGD [100678] .....\$551.34

Less than 0.01 MGD [100679] .....\$275.67

**Collection System Improvements:**

Sewer Line & Reclaimed Water Extensions (rounded to nearest 100 Ft) [100680] \$153.15 for the first 1-500 ft  
 [101104] (\$29.10 for each additional 100 feet; \$5,947.33 Maximum)

Lift Stations (Rounded to the Nearest 100 GPM Peak Capacity) [100681] .....\$142.94 per 100 GPM

**Facilities Exempted From Construction Permit Fees:**

Oklahoma Water Resources Board (OWRB) Emergency Grant projects authorized by Title 82 Oklahoma Statute, Section 1085.39 and Rural Economic Action Program (REAP) Grant Projects administered by the OWRB are exempted from review fees for construction permits.

**Note:** Fee schedule was calculated using the Consumer Price Index (CPI) for the most recent calendar year plus the base rate in OAC 252:626 and OAC 252:656, published on July 1, 2011

EXHIBIT A  
 YUKON MUNICIPAL AUTHORITY  
 (Yukon, Oklahoma)  
 SALES TAX AND UTILITY SYSTEM REVENUE BONDS  
 SERIES 2013

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 March 1, 2013 by and between Yukon Municipal Authority and Bank of Oklahoma, N.A., Oklahoma, as Trustee, you are directed to pay Creditor from the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

<i>Triad Design Group</i>	82-8818-16-1
CREDITOR	TRUST NO.

ITEM		ITEM NO.
<i>7/9/14</i>	<i>Wastewater Treatment Rehab.</i>	<i>\$1,229.34</i>
DATE	PURPOSE	AMOUNT

AUTHORIZATION AND CERTIFICATE OF GENERAL MANAGER

With reference to the above requisition, the undersigned certifies:  
 The above requisition is approved.

~. Each obligation therein has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project as evidenced by the certificate of the supervising architect or engineer or other appropriate certification.

Those 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

Date

\_\_\_\_\_  
 Chairman or Vice Chairman

Date Approved: \_\_\_\_\_

Attest:

Date Paid \_\_\_\_\_

Authorized Officer

\_\_\_\_\_  
 Secretary

Submit in triplicate: 1 to Bank, 1 to General Manager, 1 to City



City of Yukon  
 Attn: Mr. J.I. Johnson  
 Attn: City Treasurer  
 P. O. Box 850500  
 Yukon, Oklahoma 73085

Invoice No. 8920  
 Project No. E189.00  
 Statement No. 4  
 Date: July 9, 2014  
 CIT220

Re: Yukon 2014 Wastewater Treatment Plant Rehabilitation and Improvements

Est. Construction Cost \$1,170,800.00

Fee: 7.0% \$81,956.00

Engineering Services through June 25, 2014

Final Plans and Specifications (90%) (\$73,760.40)

Completed to date: \$73,760.40 x 100% = 73,760.40

Review & Approve Shop Drawings /  
 Coordination Meetings throughout  
Project Construction - (10%) (\$8,195.00)

Completed to date: \$8,195.60 x 30% = 2,458.68

Pass Thru

Ok. Dept. of Environmental Quality-Permit Fee 1,388.56

	\$77,607.64
Less Previous Billing	76,378.30
Amount Due	\$1,229.34

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

Yukon 2014 Wastewater Treatment  
Plant Rehabilitation and Improvements

STATE OF OKLAHOMA

SS

COUNTY OF OKLAHOMA

The undersigned (architect, contractor, supplier, or engineer) of lawful age, being first duly sworn on oath, says that this invoice or claim is truth and correct. Affiant further states that the (work, services, or materials) as shown by this invoice or claim have been (completed, or supplied) in accordance with the plans, specifications, orders, or requests furnished the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer, or employee of the State of Oklahoma, any county or local subdivision of the state, of money or any other things of value to obtain payment.

*Wesley Wang*  
Architect, Supplier, Contractor, Engineer

Subscribed and sworn to before me this

9th day of July, 2014

*Mary J. Johnston*  
Notary Public (or Clerk or Judge)



#01008156

My Commission Expires: May 25, 2017

EXHIBIT A  
 YUKON MUNICIPAL AUTHORITY  
 (Yukon, Oklahoma)  
 SALES TAX AND UTILITY SYSTEM REVENUE BONDS  
 SERIES 2013

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 March 1, 2013 by and between Yukon Municipal Authority and Bank of Oklahoma, N.A., Oklahoma, as Trustee, you are directed to pay Creditor from the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

<i>Triad Design Group</i>	82-8818-16-1
CREDITOR	TRUST NO.

ITEM		ITEM NO.
<i>7/9/14</i>	<i>Health Center Parkway Extension</i>	<i>\$6,228.00</i>
DATE	PURPOSE	AMOUNT

AUTHORIZATION AND CERTIFICATE OF GENERAL MANAGER

With reference to the above requisition, the undersigned certifies:  
 The above requisition is approved.

Each obligation therein has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project as evidenced by the certificate of the supervising architect or engineer or other appropriate certification.

Those 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

Date

\_\_\_\_\_  
 Chairman or Vice Chairman

Date Approved: \_\_\_\_\_

Attest:

Date Paid \_\_\_\_\_

Authorized Officer

\_\_\_\_\_  
 Secretary

Submit in triplicate: 1 to Bank, 1 to General Manager, 1 to City



City of Yukon  
Attn: J.I. Johnson  
P. O. Box 850500  
Yukon, Oklahoma 73085

Invoice No. 8921  
Project No. E232.00  
Statement No. 9  
Date: July 9, 2014  
CIT220

-----  
Re: Health Center Parkway Extension  
-----

Estimated Construction Cost	\$2,076,000.00
Estimated Fee 6.0%	\$124,560.00

Architectural and Engineering Services through June 25, 2014

Design Fee (100%) (\$124,560.00)

Completed to Date: \$124,560.00 x 100% = \$124,560.00

Pass Thru

DEQ-Water Application	415.05
DEQ-Sewer Application	444.15
	<hr/>
	125,419.20
Less Previous Billing	<hr/>
	119,191.20
Amount Due	<hr/>
	\$6,228.00

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

Health Center Parkway Extension

STATE OF OKLAHOMA SS  
COUNTY OF OKLAHOMA

The undersigned (architect, contractor, supplier, or engineer) of lawful age, being first duly sworn on oath, says that this invoice or claim is truth and correct. Affiant further states that the (work, services, or materials) as shown by this invoice or claim have been (completed, or supplied) in accordance with the plans, specifications, orders, or requests furnished the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer, or employee of the State of Oklahoma, any county or local subdivision of the state, of money or any other things of value to obtain payment.

*Wera Wang*  
Architect, Supplier, Contractor, Engineer

Subscribed and sworn to before me this

9th day of July, 2014

*Krista Dobbs*

Notary Public (or Clerk or Judge)



My Commission Expires: March 13, 2016

**Yukon City Council Minutes  
June 27, 2014**

The Yukon City Council met in Special session June 27, 2014 at 9:10 a.m. in the Council Chambers of the Centennial Building, 12 South Fifth Street, Yukon, Oklahoma.

Call to Order: Ken Smith, Mayor

ROLL CALL: (Present) Ken Smith, Mayor  
Michael McEachern, Vice Mayor  
John Alberts, Council Member  
Richard Russell, Council Member  
Donna Yanda, Council Member

**OTHERS PRESENT:**

Grayson Bottom, City Manager  
Tammy Despain, Assistant City Manager  
Melodie Lewis, Sanitation  
Anna Wagoner, Stormwater Manager  
Doug Shivers, City Clerk  
Bill Stover, Sanitation Director  
Larry Mitchell, Economic Dev. Director

**Presentations and Proclamations**

**Accept an award from the Oklahoma Department of Environmental Quality to recognize the City of Yukon for their efforts in a community-wide clean-up project**

Fenton Rood, Assistant Division Director, Land Protection Division Department of Environmental Quality, gave an overview of tire recycling. Tires are not good for landfills. Yukon is continually recycling tires, which is good.

Jeanette Nance, Executive Director, Keep Oklahoma Beautiful, discussed Yukon's application process. Yukon held multiple events and collected over 100 tires and 80,000 pounds of trash using 500 volunteers. It has saved the City money. Change is contagious and will improve community.

Mr. Rood presented Bill Stover and Mayor Smith with a Certificate of Recognition. Mayor Smith congratulated Mr. Stover for the efforts in sanitation, and John Alberts for efforts in creating awareness. Mr. Stover thanked Sanitation employees, Stormwater, and Council and stated this award is for everyone.

Mr. Rood stated to keep up good work.

**Adjournment**

---

**Ken Smith, Mayor**

---

**Doug Shivers, City Clerk**

## Yukon City Council Minutes July 1, 2014

The Yukon City Council met in regular session July 1, 2014 at 7:00 p.m. in the Council Chambers of the Centennial Building, 12 South Fifth Street, Yukon, Oklahoma.

The invocation was given by Pastor Thomas Buckley, Judah Worship Center.

The flag salute was given in unison.

ROLL CALL: (Present)     Ken Smith, Mayor  
                                     Michael McEachern, Vice Mayor  
                                     John Alberts, Council Member  
                                     Richard Russell, Council Member  
                                     Donna Yanda, Council Member

**OTHERS PRESENT:**

Grayson Bottom, City Manager	Doug Shivers, City Clerk
Tammy Despain, Assistant City Manager	Dana Deckard, Admin. Coordinator
Robbie Williams, City Engineer	Mike Segler, City Attorney
Arnold Adams, Public Works Director	John Corn, Police Chief
Mitch Hort, Community Development Dir.	Bill Stover, Sanitation Director
Gary Cooper, Information Technology Dir.	Larry Mitchell, Economic Dev. Director
Jeff Deckard, Parks Superintendent	Cindi Shivers, Human Resources Director

### Presentations and Proclamations

There were no Presentations or Proclamations.

### Visitors

There were no Visitors. Mayor Smith gave a reminder about forms being available for visitors to address Council.

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

### 1A. YMA Consent Docket

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

**The City Manager recommends a motion to approve:**

- A) The minutes of the regular meeting of June 17, 2014**
- B) Payment of material claims in the amount of \$62,109.07**

The motion to approve the YMA Consent Docket, consisting of the approval of the minutes of the regular meeting of June 17, 2014 and payment of material claims in the amount of \$62,109.07, was made by Trustee McEachern and seconded by Trustee Russell.

**The vote:**

**AYES: Alberts, Yanda, McEachern, Smith, Russell**

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

(Adjourn as YMA and Reconvene as Yukon City Council)

## 1. Consent Docket

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

**The City Manager recommends a motion that will approve:**

- A) The minutes of the regular meeting of June 17, 2014**
- B) Payment of material claims in the amount of \$368,295.35**
- C) Accepting Oklahoma Department of Environmental Quality Permit No. SL000009140451 for the construction of approximately 1,030 linear feet of eight (8) inch sewer line and appurtenances to serve the City of Yukon Wal-Mart Neighborhood Market No.: 3637-00 Sewer Line Extension Project, Canadian County, Oklahoma**
- D) Accepting Oklahoma Department of Environmental Quality Permit No. WL000009140422 for the construction of approximately 390 linear feet of six (6) inch and 1,310 linear feet of eight (8) inch water lines and appurtenances to serve the City of Yukon Wal-Mart Neighborhood Market No.: 3637-00 Sewer Line Extension Project, Canadian County, Oklahoma**
- E) The appointment of Leon Nelson to the board of the Spanish Cove Housing Authority, for a six-year in Office #3, as recommended by the Nominating Committee**
- F) An Interlocal Governmental Cooperation Agreement with the City of Piedmont, providing use of the Yukon jail, for the term of July 1, 2014 through June 30, 2015 for a rate of \$42.00 per day per prisoner (no change from 2013)**
- G) The renewal of the existing Interlocal Governmental Cooperation Agreement with the Canadian County Sheriff's Office, deputizing Yukon Police Officers, for the term of July 1, 2014 through June 30, 2015, as approved by the State Attorney General**
- H) The renewal of the existing Interlocal Governmental Cooperation Agreement with the Canadian County Sheriff's Office, providing use of the County Jail, for the term of July 1, 2014 to June 30, 2015, at a rate of \$40.00 per day per prisoner (no change from 2013)**
- I) An Interlocal Governmental Cooperation Agreement with the City of Bethany, providing use of the Yukon jail, for the term of July 1, 2014 through June 30, 2015, for a rate of \$42.00 per day per prisoner (no change from 2013)**
- J) An Interlocal Governmental Cooperation Agreement with the City of El Reno, providing use of the Yukon jail, for the term of July 1, 2014 through June 30, 2015, for a rate of \$42.00 per day per prisoner (no change from 2013)**
- K) Setting the date for the next regular Council meeting for July 15, 2014 7:00 p.m., in the Council Chambers of the Centennial Building, 12 S. Fifth St.**

The motion to approve the Consent Docket, consisting of the approval of the minutes of the regular meeting of June 17, 2014; Payment of material claims in the amount of \$368,295.35; Accepting Oklahoma Department of Environmental Quality Permit No. SL000009140451 for the construction of approximately 1,030 linear feet of eight (8) inch sewer line and appurtenances to serve the City of Yukon Wal-Mart Neighborhood Market No. :3637-00 Sewer Line Extension Project, Canadian County, Oklahoma; Accepting Oklahoma Department of Environmental Quality Permit No. WL000009140422 for the construction of approximately 390 linear feet of six (6) inch and 1,310 linear feet of eight (8) inch water lines and appurtenances to serve the City of Yukon Wal-Mart Neighborhood Market No.: 3637-00 Sewer Line Extension Project, Canadian County, Oklahoma; The appointment of Leon Nelson to the board of the Spanish Cove Housing Authority, for a six-year in Office #3, as recommended by the Nominating Committee; An Interlocal Governmental Cooperation Agreement with the City of Piedmont, providing use of the Yukon jail, for the term of July 1, 2014 through June 30, 2015 for a rate of \$42.00 per day per prisoner (no change from 2013); The renewal of the existing Interlocal Governmental Cooperation Agreement

with the Canadian County Sheriff's Office, deputizing Yukon Police Officers, for the term of July 1, 2014 through June 30, 2015, as approved by the State Attorney General; The renewal of the existing Interlocal Governmental Cooperation Agreement with the Canadian County Sheriff's Office, providing use of the County Jail, for the term of July 1, 2014 to June 30, 2015, at a rate of \$40.00 per day per prisoner (no change from 2013); An Interlocal Governmental Cooperation Agreement with the City of Bethany, providing use of the Yukon jail, for the term of July 1, 2014 through June 30, 2015, for a rate of \$42.00 per day per prisoner (no change from 2013); An Interlocal Governmental Cooperation Agreement with the City of El Reno, providing use of the Yukon jail, for the term of July 1, 2014 through June 30, 2015, for a rate of \$42.00 per day per prisoner (no change from 2013); and Setting the date for the next regular Council meeting for July 15, 2014, 7:00 p.m., in the Council Chambers of the Centennial Building, 12 S. Fifth St., was made by Council Member Alberts and seconded by Council Member Yanda.

**The vote:**

**AYES: Smith, Yanda, Russell, Alberts, McEachern**

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

**2. Reports of Boards, Commissions and City Officials - None**

**3. Consider approving Resolution No. 2014-11, a Resolution of the Yukon City Council establishing the Nine-One-One Emergency Telephone Service Fee for the calendar year 2014, maintaining the landline service fees at their current rates**

The motion to approve Resolution No. 2014-11, a Resolution of the Yukon City Council establishing the Nine-One-One Emergency Telephone Service Fee for the calendar year 2014, maintaining the landline service fees at their current rates, was made by Council Member Alberts and seconded by Council Member McEachern.

**The vote:**

**AYES: Yanda, Smith, Alberts, McEachern, Russell**

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

**4. Consider approving Ordinance No. 1299, an Ordinance amending the Employee Retirement System, Defined Benefit Plan for City of Yukon, Oklahoma; providing retirement benefits for eligible employees of City of Yukon, Oklahoma; pertaining to the definition of Employee; providing for repealer and severability; and declaring an Emergency**

The motion to approve Ordinance No. 1299, an Ordinance amending the Employee Retirement System, Defined Benefit Plan for City of Yukon, Oklahoma; providing retirement benefits for eligible employees of City of Yukon, Oklahoma; pertaining to the definition of Employee; providing for repealer and severability; and declaring an Emergency, was made by Council Member Russell and seconded by Council Member Alberts.

Council Member Alberts inquired how Ordinance affects current and future employees. Mr. Bottom stated the current employees stay under the Defined Benefit Pension Plan and the future employees will go under the Defined Contribution Plan, which is similar to 401K. Council Member McEachern asked if there was still a

possibility of going to an annuity. Mr. Bottom stated possibility could be in a year to 18 months.

Chris Whatley, OMRF, stated they are currently evaluating the possibility of an annuity. Many communities are looking for this choice. OMRF is exploring it and hope to offer it in the future. Employees retiring can roll current retirement into annuity, if they went with another provider. Council Member McEachern clarified choice of an annuity could be with OMRF or someone else. Mr. Whatley stated yes.

Council Member Alberts asked what the long term benefits were to City and Employees. Mr. Bottom stated defined benefit plans are actuarially rated. They are usually underfunded, which becomes a liability on front of the City's balance sheet. The Defined Contribution Plan makes underfunding go away. Mr. Whatley stated there will always be some liability due to Police and Firefighter pension systems.

Council Member McEachern asked if City contributes to IRA for each employee. Mr. Whatley stated it shifts risk from City to Employee. Council Member McEachern asked if employees will choose investment options. Mr. Whatley stated yes, 14 options currently. Council Member Yanda asked if current employees have option of Defined Benefit Plan vs. Defined Contribution Plan. Mr. Bottom stated current employees stay in current Defined Benefit Plan. Mr. Whatley stated you have to be aware of IRS Guidelines.

Council Member Alberts asked if change helps credit rating. Mr. Bottom stated doesn't deteriorate it. Mr. Whatley stated it won't negatively affect it. Police and Fire play a role. Council Member McEachern questioned relation of Yukon to other towns. Mr. Whatley stated Yukon is at the top and very competitive in our retirement plan.

**The vote:**

**AYES: McEachern, Alberts, Russell, Yanda, Smith**

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

**4a. Consider approving the Emergency Clause of Ordinance No. 1299**

The motion to approve the Emergency Clause of Ordinance No. 1299, was made by Council Member Alberts and seconded by Council Member McEachern.

**The vote:**

**AYES: Russell, Yanda, McEachern, Smith, Alberts**

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

- 5. Consider approving Ordinance No. 1300, an Ordinance adopting an Employee Retirement System, Defined Contribution Plan for City of Yukon, Oklahoma; providing retirement benefits for eligible employees of City of Yukon, Oklahoma; providing for purpose and organization; providing for definitions; providing for eligibility and participation; providing for Employer and Employee contributions; providing for accounting, allocation, and valuation; providing benefits; providing for required notice; providing for amendments and termination; providing for transfer to and from other plans; creating a committee and providing for powers, duties, and rights of committee; providing for payment of certain obligations; providing for payment and duration of expenses; providing for effective date; providing for vesting schedules; providing for a fund to finance the system to be pooled with other incorporated cities, towns, and their agencies and instrumentalities for purposes of administration, management, and investment as**

**part of the Oklahoma Municipal Retirement Fund; providing for payment of all contributions under the system to the Oklahoma Municipal Retirement Fund for management and investment; providing for non-alienation of benefits and loss of benefits for cause; adopting those amendments mandated by the Internal Revenue Code; providing for Employer pickup of required contributions; providing for repealer and severability; and declaring an Emergency**

The motion to approve Ordinance No. 1300, an Ordinance adopting an Employee Retirement System, Defined Contribution Plan for City of Yukon, Oklahoma; providing retirement benefits for eligible employees of City of Yukon, Oklahoma; providing for purpose and organization; providing for definitions; providing for eligibility and participation; providing for Employer and Employee contributions; providing for accounting, allocation, and valuation; providing benefits; providing for required notice; providing for amendments and termination; providing for transfer to and from other plans; creating a committee and providing for powers, duties, and rights of committee; providing for payment of certain obligations; providing for payment and duration of expenses; providing for effective date; providing for vesting schedules; providing for a fund to finance the system to be pooled with other incorporated cities, towns, and their agencies and instrumentalities for purposes of administration, management, and investment as part of the Oklahoma Municipal Retirement Fund; providing for payment of all contributions under the system to the Oklahoma Municipal Retirement Fund for management and investment; providing for non-alienation of benefits and loss of benefits for cause; adopting those amendments mandated by the Internal Revenue Code; providing for Employer pickup of required contributions; providing for repealer and severability; and declaring an Emergency, was made by Council Member Yanda and seconded by Council Member McEachern.

Council Member McEachern questioned who administers, Human Resources. Mr. Bottom stated yes, along with OMRF. It is part of the payroll system. Mr. Whatley stated he will be out to educate employees. Council Member McEachern asked if change from current. Mrs. Shivers stated not really.

**The vote:**

**AYES: Alberts, Smith, Russell, McEachern, Yanda**

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

**5a. Consider approving the Emergency Clause of Ordinance No. 1300**

The motion to approve the Emergency Clause of Ordinance No. 1300, was made by Council Member Alberts and seconded by Council Member Russell.

**The vote:**

**AYES: Russell, McEachern, Smith, Yanda, Alberts**

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

**6. Consider approving the application for a Hazard Mitigation Grant in the amount of \$20,261.00, with a 25% local share of \$5,065.25, for an emergency generator to be installed at Fire Station No. 2, as recommended by the Emergency Management Director**

The motion to approve the application for a Hazard Mitigation Grant in the amount of \$20,261.00, with a 25% local share of \$5,065.25, for an emergency generator to be installed at Fire Station No. 2, as recommended by the Emergency Management Director, was made by Council Member McEachern and seconded by Council Member Yanda.

**The vote:**

**AYES: Yanda, Russell, Smith, Alberts, McEachern**

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

**7. Consider the approval of a Request for Proposal packet for the selection of a contractor to assist the City of Yukon with abatement of Trash, Grass, and Weeds code violations**

The motion to approve a Request for Proposal packet for the selection of a contractor to assist the City of Yukon with abatement of Trash, Grass, and Weeds code violations, was made by Council Member Alberts and seconded by Council Member McEachern.

Council Member McEachern asked if citation values have been set. Mr. Bottom stated this is to hire contractors to help with abatements. Council Member McEachern asked if we bill for abatement. Mr. Bottom reviewed abatement process. Council Member McEachern asked, if any idea of cost. Council Member Alberts stated each different depending on service.

**The vote:**

**AYES: Yanda, Russell, Smith, Alberts, McEachern**

**NAYS: None**

**VOTE: 5-0**

**MOTION CARRIED**

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

**A. Veteran's Celebration / Freedom Fest**

Mr. Bottom stated Thursday evening is the Veteran's Celebrations with food and music. Friday starts at 8am and there will be events all day. Fireworks will be both nights. Good weather is forecast. We anticipate a large crowd both in the park and outside the park. Don't forget about Thursday night concerts and movies. City Hall will be closed Friday.

**9. New Business-None**

**10. Council Discussion**

Council Member McEachern thanked Spanish Cove folks for coming. Leon Nelson is a good choice. He is also grateful the City does a good job with retirement plans for Employees.

Council Member Russell hopes to see all at the 4<sup>th</sup> of July celebration.

Council Member Alberts asked if anyone addresses a guest wishing to speak before the meeting. Mayor Smith stated we will make everyone aware before meeting. He thanked all the Veterans and invited all to celebration. Happy 4<sup>th</sup> of July!

Council Member Yanda congratulated Mr. Nelson on appointment to Spanish Cove Board. Happy July 4<sup>th</sup>!

Council Member Alberts thanked those living around the park for their patience.

Mayor Smith congratulated Mr. Nelson, he will be an asset. Mayor Smith has been an advocate for business and for the Chamber of Commerce. Business within market should be welcomed to the Chamber. He was delighted to see the Yukon Review article, "Chamber Looking for Inclusion". However, as he read article, he was wondering if local business owners were belittled in the article. Mayor Smith was also concerned with statement about bullying members regarding political candidates. He has spoken with five Chamber of Commerce Board Members, all welcome the voicing of concerns. Grumbling and quotes in the paper is counterproductive. He recommends contacting Board Member.

## **11. Adjournment**

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**Ken Smith, Mayor**

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**Doug Shivers, City Clerk**



## RECAP OF CLAIMS

FUND #			
01	General Fund Claims	\$	130,765.30
36	Sales Tax Claims		155,325.63
62	CIP - O & G; Hwy & Streets		7,175.00
64	Special Revenue Fund		22,705.74
70	Water & Sewer Enterprise		228,742.67
71	Sanitation Enterprise		33,229.27
73	Storm Water Enterprise		79.00
74	Grant Fund		44,285.51
		\$	<u>622,308.12</u>

The above foregoing claims have been passed and approved  
this 15th day of July 2014 by the Yukon City Council.

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Doug Shivers, City Clerk

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Ken Smith, Mayor

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 101		LEGISLATIVE				
15-57951	01-00102	City of Yukon (BankOne)FIN	budget book supplies	6/2014	Thermobind 12441	44.34
15-57953	01-00102	City of Yukon (BankOne)FIN	copy paper	6/2014	Staples 9710131299	172.78
15-57954	01-00102	City of Yukon (BankOne)FIN	copy paper	6/2014	Staples 7120141730	197.96
15-57957	01-05386	Capitol Decisions	Prof Services-Jun'14 expense retainer	6/2014 6/2014	8440 8446	7,500.00 500.00
15-57952	01-1	Utley & Associates, LLC	Flood Study	6/2014	U 110144	1,200.00
15-57780	01-15440	Frontier Country	Advertising thru FCMA	7/2014	7339	22,140.54
15-57914	01-15440	Frontier Country	Advertising	7/2014	7360	4,050.00
15-57963	01-31400	McAfee & Taft	Prof Srvcs-05/26/14 Prof Srvcs-06/24/14	6/2014 7/2014	430293 431268	511.00 811.50
15-57965	01-37470	OK Municipal League	OML14-15 Ann.Srv Fee	6/2014	025026	22,465.48
15-57966	01-37470	OK Municipal League	NOI reg fee-Yanda NOI reg fee-Russell	6/2014 6/2014	053211 053211	85.00 85.00
14-56549	01-48373	Southwestern Stationers,	Business Cards&Stationery Business Cards&Stationery	7/2014 7/2014	34885 34790	100.00 121.00
15-57976	01-50700	Triad Design Group	A/E Services thru 6/25/14	7/2014	8900	2,287.13
15-57980	01-58100	Wheatley Segler Osby & Mill	Prof. Serv. May '14	7/2014	14580	1,685.67
15-57979	01-58110	Wheatley Segler Osby & Mill	Prof. Serv. May '14	7/2014	14580	1,677.00
15-57981	01-62200	Yukon Chamber of Commerce	Golf Classic Sponsorship	7/2014	8958	600.00
15-57776	01-62300	Yukon Comm Support Fdn	Reimb - NLC Registration	7/2014	NLC 11-18-14	1,910.00
15-57982	01-62900	Yukon Review Inc.	July 4 Display Ads July 4 Display Ads July 4 Display Ads July 4 Display Ads	7/2014 7/2014 7/2014 7/2014	YR77961 YR78062 YR78056 YR78191	60.00 1,512.00 60.00 60.00
DEPARTMENT TOTAL:						69,836.40
DEPARTMENT: 102		ADMINISTRATION				
14-56244	01-00101	City of Yukon (BankOne)ADM	GB & TD Lunch Meetings	7/2014	JohnyCarinos 8287	29.67
14-56580	01-00101	City of Yukon (BankOne)ADM	New Logo Apparel-Admin	7/2014	EmbroidMe E5271	229.92
14-57706	01-00101	City of Yukon (BankOne)ADM	Registration CMAO	7/2014	CMAO 07-07-14	365.00
15-57859	01-06370	City Manager's Assoc	Membership Renewal Membership Renewal	7/2014 7/2014	2014-15 2014-15	640.00 640.00
15-57974	01-47660	Shred-It Oklahoma City	Document Destruction	7/2014	9403752080	9.52
15-57862	01-62200	Yukon Chamber of Commerce	Chamber Lunches	7/2014	9042	12.00
15-57776	01-62300	Yukon Comm Support Fdn	Reimb - NLC Registration	7/2014	NLC 11-18-14	1,040.00
DEPARTMENT TOTAL:						2,966.11

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 104 FINANCE						
15-57949	01-1	OAPT	OAPT Conf fee-Johnson	7/2014	OAPT 2014-124	50.00
15-57974	01-47660	Shred-It Oklahoma City	Document Destruction	7/2014	9403752080	3.17
DEPARTMENT TOTAL:						53.17
DEPARTMENT: 105 CITY CLERK						
			Document Destruction	7/2014	9403752080	3.17
DEPARTMENT TOTAL:						3.17
DEPARTMENT: 107 POLICE DEPARTMENT						
15-57810	01-00111	City of Yukon (BankOne)PD	Corn-equip/Carroll-mag po	7/2014	SpecialOps 7-2-14	89.48
15-57811	01-00111	City of Yukon (BankOne)PD	prisoner meals	7/2014	Walmart 01827	58.84
15-57827	01-22440	Integris Canadian Valley	inmate medical expenses	7/2014	130243003	1,554.65
15-57813	01-36720	OK Dept of Public Safety	OLETS user fee-Jun14	7/2014	04-1500180	350.00
15-57814	01-41440	ProStar Service-Oklahoma	coffee service	7/2014	128248	191.35
15-57821	01-57776	West Yukon Animal Hospita	vet services	7/2014	07-01-14	107.15
DEPARTMENT TOTAL:						2,351.47
DEPARTMENT: 108 STREET DEPARTMENT						
14-57692	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2014	Clean 50651967	54.99
14-57694	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2014	Clean 50654185	55.04
15-57839	01-00180	City of Yukon (BankOne)PW	gatorade, batteries	7/2014	Walmart 03856	62.91
			gatorade, batteries	7/2014	Walmart 09870	24.90
15-57841	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2014	Clean 50659646	55.01
15-57845	01-00180	City of Yukon (BankOne)PW	paint curbs	7/2014	Ace 871993	225.90
14-57397	01-04477	Brewer Construction Oklahom	storm drain inlet	7/2014	2014-23	939.00
14-57722	01-04477	Brewer Construction Oklahom	fill holes-5th/Main/Maple	7/2014	2014-24	4,653.53
15-57830	01-09525	Dolese Bros. Company	drainage - bricks	7/2014	MA14012267	1,225.00
15-57836	01-09525	Dolese Bros. Company	concrete 5.0 cy	7/2014	RM14040809	470.00
15-57835	01-47670	SignalTek, Inc.	signal light repairs	7/2014	9769	297.50
15-57831	01-48290	Sod By Sherry	sod for residence	7/2014	10714	125.00
DEPARTMENT TOTAL:						8,188.78

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 109		MUNICIPAL COURT				
14-56752	01-00106	City of Yukon (BankOne)	CRT Branding Letterhead/Eve	7/2014	SwStationery 34753	501.00
15-57978	01-58115	Wheatley Segler Osby & MillMun	Prosecution - Jun '14	7/2014	14624	1,355.51
DEPARTMENT TOTAL:						1,856.51
DEPARTMENT: 111		TECHNOLOGY				
15-57792	01-00123	City of Yukon (BankOne)	TEC Sprint Cellular Services	7/2014	Sprint 06-12-14	225.00
15-57793	01-00123	City of Yukon (BankOne)	TEC Verizon Cellular Services	7/2014	Verizon 9726522113	5,964.68
15-57795	01-00123	City of Yukon (BankOne)	TEC Verizon Tkt Wrtr Cellular	7/2014	Verizon 9726445406	54.78
15-57797	01-00123	City of Yukon (BankOne)	TEC Cox Internet & PRI Svcs	7/2014	Cox 07-07-14	2,078.38
15-57798	01-00123	City of Yukon (BankOne)	TEC AT&T Cellular Services	7/2014	ATT 06-22-14	633.62
15-57799	01-00123	City of Yukon (BankOne)	TEC AT&T Tl Data Services	7/2014	ATT 06-25-14	130.00
15-57800	01-00123	City of Yukon (BankOne)	TEC Domain Name Registrations	7/2014	NetwoSol 552662613	265.93
15-57801	01-00123	City of Yukon (BankOne)	TEC Staples HP Fuser Asmbly	7/2014	Staples 01027	374.89
15-57802	01-00123	City of Yukon (BankOne)	TEC Amazon iPhone Case	7/2014	Amazon 06-28-14	8.99
15-57804	01-00123	City of Yukon (BankOne)	TEC AT&T Plexar Services	7/2014	ATT 06-21-14	508.77
15-57807	01-00123	City of Yukon (BankOne)	TEC Brickhouse GPS Services	7/2014	Brickhouse 819750	74.85
15-57805	01-02242	Back40 Design	Yearly Web Hosting Fees	7/2014	110661	355.00
14-57762	01-06373	City of Oklahoma City	PDmob.radio usage fe	7/2014	Yukon-10	4,860.00
			PDportradio usage fe	7/2014	Yukon-10	3,750.00
			FDmob.radio usage fe	7/2014	Yukon-10	1,620.00
			FDportradio usage fe	7/2014	Yukon-10	2,925.00
15-57808	01-06905	Cox System Technology	City Garage	7/2014	43805	702.50
			City Hall	7/2014	43773	841.80
15-57865	01-19030	High-Tech-Tronics, Inc	Invoice # 106240	7/2014	106241	119.85
			Invoice # 106241	7/2014	106240	119.85
			CR Invoice # 106277	7/2014	106277	159.80-
15-57803	01-30600	Lowe's Companies, Inc.	Cabling Supplies	7/2014	11082	56.64
15-57806	01-48885	Superior Office Systems	Copier Rental	7/2014	5816	825.00
			Per Page Copy Charge	7/2014	5816	271.38
			Copier Rental	7/2014	5917	2,075.00
			Per Page Copy Charge	7/2014	5917	1,839.22
15-57864	01-51740	Tyler Technologies, Inc.	Invoice # 025-98849	7/2014	025-98849	3,669.68
			Invoice # 025-99347	7/2014	025-99347	551.25
			CR Memo 025-99880	7/2014	025-99880	2,000.00-
DEPARTMENT TOTAL:						32,742.26

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 112		DEVELOPMENT SERVICES				
15-57784	01-00107	City of Yukon (BankOne)CMD	Bldg Inspector Book	7/2014	BGR 20102631	71.89
15-57785	01-00107	City of Yukon (BankOne)CMD	Bottled Water	7/2014	Lowe's 14937	42.00
15-57787	01-00107	City of Yukon (BankOne)CMD	Work shirts for Inspector	7/2014	JVH 63014	1,186.00
15-57788	01-00107	City of Yukon (BankOne)CMD	Grant Writing Class	7/2014	GrantMgmt 7-7-14	595.00
15-57786	01-41440	ProStar Service-Oklahoma	Coffee service	7/2014	127745	18.41
DEPARTMENT TOTAL:						1,913.30
DEPARTMENT: 113		LIBRARY				
15-57848	01-01080	Advanced Door Controls	Handicap Door Repair	7/2014	005688	225.00
DEPARTMENT TOTAL:						225.00
DEPARTMENT: 114		PROPERTY MAINTENANCE				
14-57692	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2014	Clean 50651967	33.32
14-57694	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2014	Clean 50654185	33.32
15-57841	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2014	Clean 50659646	33.32
15-57860	01-32790	Mother Nature's Exterminati	Monthly Pest Control	7/2014	July '14	546.01
15-57969	01-37200	OK Gas & Electric	Service 334 Elm Av	7/2014	07-01-14	48.17
15-57970	01-37600	OK Natural Gas Co	Service 10 S 5th St	7/2014	7-8-14 10 S 5th St	26.13
15-57971	01-37600	OK Natural Gas Co	Srvc - Combined Billing	7/2014	07-02-14	1,333.88
15-57972	01-37600	OK Natural Gas Co	Service 1035 Industrial	7/2014	6-13-14 1035Indust	116.93
15-57973	01-37600	OK Natural Gas Co	Service 501 Ash Ave	7/2014	6-13-14 501AshAve	164.07
DEPARTMENT TOTAL:						2,335.15
DEPARTMENT: 115		HUMAN RESOURCES				
15-57774	01-05360	Canadian Cty Health Dept	Hep B Shots	7/2014	06-19-14	35.00
15-57956	01-05385	Suzanne R. Cannon, LPC, LADEAP	Contract-Jun'14	6/2014	Jun '14	763.00
15-57772	01-31420	McBride Orthopedic	TB skin test	7/2014	5566	45.00
			Non DOT drug test	7/2014	5566	162.00
			Non DOT Physical	7/2014	5566	60.00
15-57773	01-33500	Mustang News	Classified Ads	7/2014	57450-004	35.00
			Classified Ads	7/2014	57450-001	35.00
			Classified Ads	7/2014	57450-002	35.00
			Classified Ads	7/2014	57450-003	25.00
15-57974	01-47660	Shred-It Oklahoma City	Document Destruction	7/2014	9403752080	3.18
15-57771	01-62900	Yukon Review Inc.	Classified Ads	7/2014	YR78098	72.00
			Classified Ads	7/2014	YR77978	72.00
			Classified Ads	7/2014	YR77476	72.00
DEPARTMENT TOTAL:						1,414.18

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 116		PARK ADMINISTRATION				
15-57880	01-30600	Lowe's Companies, Inc.	Freedom f	7/2014	86839	464.00
15-57886	01-90206	Danny Berry	concert band	7/2014	07-30-14	700.00
15-57878	01-90405	Dust Bowl Boys/Aaron John	concert Band	8/2014	08-14-14	500.00
15-57883	01-90707	G3 Band	concert band	8/2014	08-07-14	400.00
15-57884	01-92601	Stanley Fitzgerald	concert Band	7/2014	07-17-14	600.00
15-57885	01-92602	Jerry Murphy	concert	7/2014	07-24-14	600.00
DEPARTMENT TOTAL:						3,264.00
DEPARTMENT: 117		PARK MAINTENANCE				
14-57692	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2014	Clean 50651967	19.26
14-57694	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2014	Clean 50654185	15.30
15-57841	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2014	Clean 50659646	15.30
DEPARTMENT TOTAL:						49.86
DEPARTMENT: 118		RECREATION FACILITIES				
15-57882	01-06100	Chester the Clown & Crew, I	Friday Fun Days	7/2014	07-11-14	500.00
15-57888	01-48910	Sysco Oklahoma	food for RAC	7/2014	604125455	2,065.93
15-57879	01-63180	Yunique O'Cajuns Catering	catering dinner theater	7/2014	8679	200.00
15-57887	01-90207	Brooks Industries	fix ice machine	7/2014	1029764-IN	800.01
DEPARTMENT TOTAL:						3,565.94
FUND TOTAL:						130,765.30

FUND: 36 - ST Capital Improvement

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 501		SALES TAX CAPITAL IMPROV				
14-57543	01-00101	City of Yukon (BankOne)ADM	Cast Plate of City Seal	7/2014	Yukontrophy 114416	1,543.55
15-57866	01-00136	City of Yukon (BankOne)ED	Journal Record subscripti	7/2014	JournalRec 07-1-14	189.00
15-57868	01-00136	City of Yukon (BankOne)ED	Main Street Mngr. furnitu	7/2014	Staples 125817262	578.29
14-57226	01-00171	City of Yukon (BankOne)SAN	electrical supplies	7/2014	Locke 22897740-00	307.61
14-57658	01-04477	Brewer Construction Oklahom	pipe bursting	7/2014	2014-65	21,660.00
15-57863	01-04477	Brewer Construction Oklahom	5 Tinhorn Bridge	7/2014	2014-25	44,312.34
15-57950	01-1	Stacy and Assoicates	Appraisal Services-HCPkwy	6/2014	S 06/16/14	3,900.00
			Appraisal Services-HCPkwy	6/2014	S 06/30/14	4,000.00
14-57066	01-13480	Fence Pro of Oklahoma	fence and gate	6/2014	1547	15,544.14
15-57962	01-22440	Integris Canadian Valley	Qtrly payment	7/2014	1022	50,000.00
15-57834	01-30680	Luther Sign Company	new street markers	7/2014	9815	563.63
			new street markers	7/2014	9824	247.44
14-56375	01-63050	Yukon Trophy & Awards, Inc.	logos, dept names	6/2014	614397	2,401.50
14-57229	01-90107	Alliance Steel, Inc.	commidity grade steel	6/2014	239939	1,254.18
15-57889	01-91703	Ponds Rx, LLC	fountain repairs on ponds	7/2014	2423	8,648.95
DEPARTMENT TOTAL:						155,150.63
DEPARTMENT: 502		** INVALID DEPARTMENT **				
15-57867	01-00136	City of Yukon (BankOne)ED	reg-CMAO 2014 Sum.Conf-LM	7/2014	CMAO 07-01-14	175.00
DEPARTMENT TOTAL:						175.00
FUND TOTAL:						155,325.63

FUND: 62 - CIP-O&G; HWY & STREETS

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
<hr/>						
DEPARTMENT: 171		** INVALID DEPARTMENT **				
15-57977	01-50700	Triad Design Group	A&E-SH4/OK66/Hwy3	7/2014	8909	7,175.00
					DEPARTMENT TOTAL:	7,175.00
					FUND TOTAL:	7,175.00

FUND: 64 - Special Revenue

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 123		SPECIAL EVENT REVENUE				
15-57777	01-00101	City of Yukon (BankOne)ADM	Watermelons for FF	7/2014	Homeland 6-27-14	868.50
15-57778	01-00101	City of Yukon (BankOne)ADM	Crawfish, etc. for CTCF	7/2014	Fruge 219423052987	4,544.94
15-57861	01-00101	City of Yukon (BankOne)ADM	Flood Lights	7/2014	Lowe's 11179	19.96
15-57915	01-00101	City of Yukon (BankOne)ADM	Travel Expenses to Market	7/2014	Dallas Market 6/14	2,068.34
15-57779	01-15440	Frontier Country	Sponsorship Wine Walk	7/2014	7364	1,500.00
15-57775	01-62300	Yukon Comm Support Fdn	Reimbursement - FF Cateri	7/2014	Sniders 07-04-14	4,315.00
			Reimbursement -Shirt	7/2014	IDSolutions 7-3-14	3,975.00
DEPARTMENT TOTAL:						17,291.74
DEPARTMENT: 143		MABEL FRY				
14-57684	01-00108	City of Yukon (BankOne)LIB	Lego Packs for programs	7/2014	LEGO 6682419	22.66
DEPARTMENT TOTAL:						22.66
DEPARTMENT: 144		LLIBRARY STATE AID				
15-57850	01-91508	Oklahoma Museum Network	Children's S.R. Program	7/2014	O-0071514MFA	175.00
DEPARTMENT TOTAL:						175.00
DEPARTMENT: 146		LIBRARY GRANT REVENUE				
14-57684	01-00108	City of Yukon (BankOne)LIB	Lego Packs for programs	7/2014	LEGO 6682419	3,695.54
DEPARTMENT TOTAL:						3,695.54
DEPARTMENT: 167		POLICE DEPARTMEN				
15-57809	01-00111	City of Yukon (BankOne)PD	Davison notary	7/2014	OKSec 165377837	20.80
15-57826	01-32077	MTM Recognition Corporation	Challenge coins	7/2014	5727926	1,500.00
DEPARTMENT TOTAL:						1,520.80
FUND TOTAL:						22,705.74

FUND: 70 - Water &amp; Sewer Enterprise

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 201		WATER DISTRIBUTION				
14-57692	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2014	Clean 50651967	40.57
14-57694	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2014	Clean 50654185	40.57
15-57840	01-00180	City of Yukon (BankOne)PW	Water temp lic	7/2014	DEQ 4504268	62.00
			wastewater temp lic	7/2014	DEQ 4504268	62.00
15-57841	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2014	Clean 50659646	40.57
15-57843	01-00180	City of Yukon (BankOne)PW	201-2013-9841	7/2014	Loves 52402	20.49
15-57833	01-09525	Dolese Bros. Company	flowable fill	7/2014	RMI4038269	122.00
15-57842	01-39550	Paul Penley Oil Company, In	unleaded fuel	7/2014	0102558-IN	881.61
			diesel fuel	7/2014	0102558-IN	290.91
DEPARTMENT TOTAL:						1,560.72
DEPARTMENT: 202		UTILITY BILLING				
15-57794	01-00123	City of Yukon (BankOne)TEC	Verizon Meter Reader Cell	7/2014	Verizon 9726522114	165.60
14-57692	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	7/2014	Clean 50651967	20.62
14-57694	01-00180	City of Yukon (BankOne)PW	unform cleaning, rental	7/2014	Clean 50654185	20.62
15-57841	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	7/2014	Clean 50659646	20.62
15-57842	01-39550	Paul Penley Oil Company, In	unleaded fuel	7/2014	0102558-IN	539.06
15-57783	01-53901	U S Post Office	Bulk Postage-Jly'14	7/2014	July '14	4,500.00
DEPARTMENT TOTAL:						5,266.52
DEPARTMENT: 203		TREATMENT AND SUPPLY				
15-57959	01-06775	Commissioners of the Land	OApr-Jun '14 well rent	6/2014	Apr-Jun '14	4,116.26
15-57960	01-19016	Higdon Family Trust	Apr-Jun '14 well ren	6/2014	Apr-Jun '14	3.04
15-57961	01-28930	Leonhart Resources, LLC	Apr-Jun '14 well ren	6/2014	Apr-Jun '14	3.04
15-57964	01-37650	OKC Airport Trust	Apr-Jun '14 well rent	6/2014	Apr-Jun '14	16,787.07
			14-15 ground rental	6/2014	Apr-Jun '14	1,100.00
15-57967	01-53470	Utility Service Co., Inc.	Water Tower Renovations	7/2014	344581	179,417.29
15-57846	01-57420	Waste Connections of Oklaho	Landfill fees for June 14	7/2014	19666	1,655.28
15-57832	01-57425	Waste Connections of Oklaho	Hauling for June 14	7/2014	1398673	1,650.00
15-57968	01-58145	Estate of Clay Wilson	Apr-May-Jun'14 land rent	6/2014	Apr-Jun '14	266.49
DEPARTMENT TOTAL:						204,998.47

FUND: 70 - Water &amp; Sewer Enterprise

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 204		FLEET MAINTENANCE				
14-57692	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	7/2014	Clean 50651967	29.54
			uniform cleaning, rental	7/2014	Clean 50651967	16.86
14-57694	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	7/2014	Clean 50654185	29.54
			uniform cleaning, rental	7/2014	Clean 50654185	16.86
15-57841	01-00180	City of Yukon (BankOne)PW	red oil rag rental	7/2014	Clean 50659646	19.78
			uniform cleaning,ren	7/2014	Clean 50659646	16.86
15-57843	01-00180	City of Yukon (BankOne)PW	108-2013-9135`	7/2014	Loves 55247	33.12
15-57844	01-00180	City of Yukon (BankOne)PW	repairs to vehicles	7/2014	Conrad 492096	137.98
			repairs to vehicles	7/2014	T&WTire 5322511	244.42
			repairs to vehicles	7/2014	UnitedEng 13098	257.40
			repairs to vehicles	7/2014	SmithDist 807818	89.19
			repairs to vehicles	7/2014	SmithF&G 510634	422.93
			repairs to vehicles	7/2014	CNH 143100	86.00
			repairs to vehicles	7/2014	OReily 0343-410706	99.27
			repairs to vehicles	7/2014	Hercules 322720	28.21
			repairs to vehicles	7/2014	Hercules 322599	53.40
			repairs to vehicles	7/2014	Fastena OK01218593	31.74
			repairs to vehicles	7/2014	T&WTire 5322524	35.00
			repairs to vehicles	7/2014	RotherBros IV30056	32.52
			repairs to vehicles	7/2014	RotherBros IV29454	74.11
			repairs to vehicles	7/2014	Lacal 0195458-IN	295.26
15-57842	01-39550	Paul Penley Oil Company, In	unleaded fuel	7/2014	0102558-IN	10,851.13
			diesel fuel	7/2014	0102558-IN	2,754.21
15-57837	01-53425	DOC/Union City Comm Corr	CtMay '14 inmate pay	7/2014	UC20140010YUK-12	201.48
			adm fee	7/2014	UC20140010YUK-12	20.15
15-57838	01-53425	DOC/Union City Comm Corr	CtMay '14 ppwp transports	7/2014	UNC2014000712YUKON	1,040.00
DEPARTMENT TOTAL:						16,916.96
FUND TOTAL:						228,742.67

FUND: 71 - Sanitation Enterprise

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 301		SANITATION				
15-57796	01-00123	City of Yukon (BankOne)TEC	Verizon San Svcs Mifi Svc	7/2014	Verizon 9726522115	160.04
14-57692	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	7/2014	Clean 50651967	44.99
14-57694	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	7/2014	Clean 50654185	44.99
15-57841	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	7/2014	Clean 50659646	44.99
15-57844	01-00180	City of Yukon (BankOne)PW	repairs to vehicles	7/2014	OReily 0343-414533	6.12
			repairs to vehicles	7/2014	OReily 0343-414641	101.03
			repairs to vehicles	7/2014	CityBrake 15190	90.00
			repairs to vehicles	7/2014	TruckP 015-0547746	127.92
15-57842	01-39550	Paul Penley Oil Company, Inun	leaded fuel	7/2014	0102558-IN	290.49
			diesel fuel	7/2014	0102558-IN	4,985.40
15-57782	01-57420	Waste Connections of Oklaho	June '14 Landfill fees	7/2014	19665	27,333.30
DEPARTMENT TOTAL:						33,229.27
FUND TOTAL:						33,229.27

FUND: 73 - Storm Water Enterprise

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 401		STORMWATER				
15-57958	01-06377	City of Oklahoma City	Blagg-309 Redbud	6/2014	170614	39.50
			Johnson-316EPlatt	6/2014	170614	39.50
					DEPARTMENT TOTAL:	79.00
					FUND TOTAL:	79.00

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 109		** INVALID DEPARTMENT **				
15-57955	01-03650	Bishop Paving Co., Inc.	Paving-SmallCitiesSetAsid	7/2014	UPB#1	41,642.55
15-57975	01-50700	Triad Design Group	Eng. Serv. CDBG Year 12	7/2014	8903	2,060.00
15-57976	01-50700	Triad Design Group	A/E Services thru 6/25/14	7/2014	8900	582.96
DEPARTMENT TOTAL:						44,285.51
FUND TOTAL:						44,285.51
GRAND TOTAL:						622,308.12

**Technology Item Listing - July 15, 2014**

<b>Item #</b>	<b>Description</b>	<b>Model Number</b>	<b>Vin #</b>	<b>Department</b>
	2011 4DR LTD Ford Explorer FWD		1FMHK7F81BGA31847	Administration

# SCHOOL RESOURCE OFFICER CONTRACT

## City of Yukon and Yukon Public Schools

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

### Witnesseth

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

#### A. Assignment and Selection of School Resource Officers

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

#### B. Job Responsibilities of the School Resource Officer

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

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

C. Hours of Work

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

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

D. Consideration

1. The District agrees to pay the City for the use of the three (3) School Resource Officers a total sum of \$150,000.00 (one hundred fifty thousand dollars) for the period of ten (10) months, August to May, of the contract term. The District will pay the City \$15,000.00 (fifteen thousand dollars) a month after each completed month of service. The City will pay any remaining balance of the Officer' yearly salary and benefits.
2. The City will provide law enforcement training and certifications, vehicle and police equipment; including communications equipment needed to allow the officer to contact headquarters and other officers. The District may provide any radio equipment needed to allow the officers to communicate with school staff, if desired by the District.

E. Term

1. This Contract shall be effective July 1<sup>st</sup> of 2014 to June 30<sup>th</sup> of 2015. Either City or District may cancel this contract by giving the other party thirty (30) days written notice of cancellation. If this contract is terminated prior to the end of the contract year, District shall be entitled to a pro-rata reimbursement of unused funds paid by the District.

F. Indemnification

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

G. Miscellaneous

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

**AGREED TO:**

City of Yukon

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Ken Smith, Mayor

**ATTEST:**

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Douglas A. Shivers, City Clerk

**AGREED TO:**

Yukon Public Schools

*Leonard Wells*

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YPS Board of Education

**ATTEST:**

*Jaquita Icenhower*

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Jaquita Icenhower, Administrative Assistant  
Yukon Public Schools

**AGREED TO:**

City of Yukon, Yukon Police Department

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

**ATTEST:**

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Douglas A. Shivers, City Clerk

**AGREED TO:**

Yukon Public Schools



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Dr. Jason Simeroth, Superintendent, Yukon Public Schools

**ATTEST:**



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Jacquita Icenhower, Administrative Assistant  
Yukon Public Schools

**AGREEMENT FOR SERVICES**

**CITY OF YUKON**

**COMPASSIONATE HANDS, INC.**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the **City of Yukon**, hereinafter referred to as "City", and **Compassionate Hands, Inc.**, a not for profit Corporation, hereinafter referred to as "Contractor".

**WITNESSETH:**

**WHEREAS**, the Contractor is an experienced nonprofit corporation concerned with the provision and services to the community; and

**WHEREAS**, the City has a continuing desire to serve the needs of the citizens of Yukon; and

**WHEREAS**, it is in the best interest of the citizens of the City of Yukon that the Contractor and the City agree for the provision of certain, hereinafter, described services by said Contractor; and,

**NOW, THEREFORE**, in consideration of mutual understanding the parties agree to the foregoing and as follows:

- 1. **TERM:** This agreement shall be from the 1<sup>st</sup> day of July, 2014, through the 30<sup>th</sup> day of June, 2015.
- 2. **CONSIDERATION:** The City agrees to pay contractor, as consideration for services for the citizens of Yukon provided by Compassionate Hands, Inc. the total sum of Twelve Thousand Dollars (\$12,000.00) to be paid in monthly installments of One Thousand and 00/100ths Dollars (\$1,000.00) each month, upon proper application.

No application shall be considered for payment unless the services set forth in Paragraph Three (3) are continuously provided.

- 3. **SERVICES:** In consideration of the above, the Contractor agrees to provide the following services:
  - A) Social services to the citizens of Yukon, Canadian County, Oklahoma, including the distribution of funds to citizens of Yukon, and others;
  - B) Provide the financially disadvantaged citizens of Yukon with financial assistance for rent, utilities, prescription medications, gasoline, automobile repairs and referrals for food and clothing;

- C) Provide services as a clearinghouse, networking service and referral agency to provide services, support and to foster hope for self-sufficiency; and
- D) Transportation services for all disabled and elderly citizens of Yukon, with regard to medical, nutritional, social and recreational, educations, shopping and limited personal needs.

Contractor agrees to put forth its best efforts on behalf of the City herein, and promises to adhere to good business and professional practices in its prosecution and completion of this program.

- 4. Contractor agrees to indemnify and hold harmless the City from any and all liability, loss or damage the City may suffer as a result of claims, demands, costs or judgments against it arising from the activities of Contractor.
- 5. Contractor agrees to comply with all policies adopted by the City concerning the use of City property and facilities by private entities, whether those policies are in existence at the time of the execution of this agreement or are adopted by the City subsequent to the execution of this agreement.

IN WITNESS WHEREOF, the parties signify their agreement to all contained herein by the following executions:

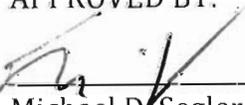
THE CITY OF YUKON

\_\_\_\_\_  
Ken Smith, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED BY:

  
\_\_\_\_\_  
Michael D. Segler  
City Attorney

COMPASSIONATE HANDS, INC.  
A not-for-profit corporation

  
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Secretary

## AGREEMENT FOR SERVICES

**CITY OF YUKON**

**SISTER CITIES INTERNATIONAL**

This Agreement is made and entered into this 30 day of June, 2014, by and between the **City of Yukon**, hereinafter referred to as "City", and **Sister Cities International**, a not for profit corporation, hereinafter referred to as "Contractor".

**WITNESSETH:**

**WHEREAS**, the Contractor is an experienced not for profit corporation concerned with the provision and services to the community; and

**WHEREAS**, the City has a continuing desire to serve the needs of the citizens of Yukon; and

**WHEREAS**, it is in the best interest of the citizens of the City of Yukon that the Contractor and the City agree for the provision of certain, hereinafter, described services by said Contractor; and,

**NOW, THEREFORE**, in consideration of mutual understanding the parties agree to the foregoing and as follows:

1. **TERM:** This agreement shall be from the 1<sup>st</sup> day of July, 2014, through the 30<sup>th</sup> day of June, 2015.
2. **CONSIDERATION:** The City agrees to pay contractor, as consideration for services for the citizens of Yukon provided by Contractor the total sum of Three Hundred Sixty Dollars (\$360.00), upon proper application.

No application shall be considered for payment unless the services set forth in Paragraph Three (3) are continuously provided.

3. **SERVICES:** In consideration of the above, the Contractor agrees to provide the following services:
  - A) Continue to foster a positive relationship with Yukon's sister city, Krnov, Czech Republic.
  - B) Maintain its status of good standing with other similar organizations.

Contractor agrees to put forth its best efforts on behalf of the City herein, and promises to adhere to good business and professional practices in its prosecution and completion of this

program.

4. Contractor agrees to indemnify and hold harmless the City from any and all liability, loss or damage the City may suffer as a result of claims, demands, costs or judgments against it arising from the activities of Contractor.
5. Contractor agrees to comply with all policies adopted by the City concerning the use of City property and facilities by private entities, whether those policies are in existence at the time of the execution of this agreement or are adopted by the City subsequent to the execution of this agreement.

IN WITNESS WHEREOF, the parties signify their agreement to all contained herein by the following executions:

THE CITY OF YUKON

SISTER CITIES INTERNATIONAL  
A nonprofit corporation

\_\_\_\_\_  
Ken Smith, Mayor

*Glenna Morris*  
President

ATTEST:

ATTEST:

\_\_\_\_\_  
City Clerk

*Gordon Morris*  
Secretary

APPROVED BY:

*[Signature]*  
Michael D. Segler, City Attorney

## AGREEMENT FOR SERVICES

**CITY OF YUKON**

**YUKON CHAMBER OF COMMERCE**

This Agreement is made and entered into this 27<sup>th</sup> day of June, 2014, by and between the **City of Yukon**, hereinafter referred to as "City", and the **Yukon Chamber of Commerce**, a nonprofit Corporation, hereinafter referred to as "Contractor".

**WITNESSETH:**

**WHEREAS**, the Contractor is an experienced nonprofit corporation concerned with the provision and services to the community; and

**WHEREAS**, the City has a continuing desire to serve the needs of the citizens of Yukon; and

**WHEREAS**, it is in the best interest of the citizens of the City of Yukon that the Contractor and the City agree for the provision of certain hereinafter described services by said Contractor; and,

**NOW, THEREFORE**, in consideration of their mutual obligations and understanding, the parties agree to the foregoing and as follows:

1. **TERM:** This agreement shall be from the 1<sup>st</sup> day of July, 2014, through the 30<sup>th</sup> day of June, 2015.
2. **CONSIDERATIONS:** The City agrees to furnish to the Contractor the building at 510 Elm for \$375.00 per month with credit for system repairs and the City will maintain the exterior of the building and the lawn.

The City agrees to pay Contractor, as consideration for services for the citizens of Yukon provided by the Contractor, the sum of One Thousand Five Hundred (\$1,500.00) per month through the term of this contract and an amount equal to one-third of the sales tax generated by the Shop Yukon promotion. The Contractor agrees to provide the services described in paragraph 3 below. The monthly payments will begin July 1, 2014.

3. **SERVICES:** In consideration of the City's above set forth payment, the Contractor agrees to provide services according to the attached 2014 business plan.
4. **INDEMNIFICATION:** Contractor agrees to indemnify and hold harmless the City from any and all liability, loss or damage the City may suffer as a result of claims, demands, costs or judgments against it arising from the activities of Contractor. In addition,

Contractor agrees to provide the City as an additional insured on any liability insurance policies maintained by Contractor in an amount of not less than the maximum exposure of the City under the Oklahoma Governmental Tort Claims Act.

5. **PROPERTY USAGE:** Contractor agrees to comply with all policies adopted by the City concerning the use of City property and facilities by private entities, whether those policies are in existence at the time of the execution of this agreement or are adopted by the City subsequent to the execution of this agreement.

**IN WITNESS WHEREOF**, the parties signify their agreement to all contained herein by the following executions:

**THE CITY OF YUKON**

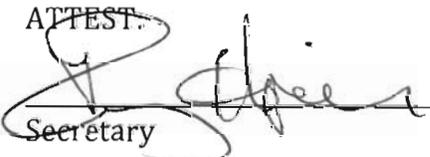
**YUKON CHAMBER OF COMMERCE**

\_\_\_\_\_  
Ken Smith, Mayor

  
\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
City Clerk

ATTEST:  
  
\_\_\_\_\_  
Secretary

APPROVED BY:

  
\_\_\_\_\_  
Michael D. Segler  
City Attorney

NOTICE OF TORT CLAIM

OKLAHOMA MUNICIPAL ASSURANCE GROUP - MUNICIPAL LIABILITY PROTECTION PLAN

A. CLAIMANT REPORT

To the City of Yukon  
Public entity you are filing this claim against.

PLEASE PRINT OR TYPE AND SIGN

**IMPORTANT NOTICE:** The filing of this form with the City Clerk's office is only the initial step in the claim process and does not indicate in any manner the acceptance of responsibility by the City or its related entities. Written notice is required by law and shall be filed with the City Clerk within one (1) year from the date of occurrence. It will then be sent to OMAG Claims Dept. for investigation. You may expect them to contact you. Failure to file within such time frame may result in the claim being barred in its entirety. Other limitations to your claim may apply (See Oklahoma Statutes Title 51, Section 151-172).

CLAIMANT(S) Robert L. Wallace CLAIMANT(S) S  
ADDRESS \_\_\_\_\_ CLAIMANT(S) D  
PHONE: HOME \_\_\_\_\_

- 1. DATE AND TIME OF INCIDENT 05-04 11:15 a.m. ( ) p.m. ( ) Continue on another sheet if needed for any information requested
- 2. LOCATION OF INCIDENT 305 West Platt Drive
- 3. DESCRIBE INCIDENT Main City Sewer Line Plugged up & Sewer Water Backed up into our house

4. LIST ALL PERSONS AND/OR PROPERTY FOR WHICH YOU ARE CLAIMING DAMAGES:

**BODILY INJURY:** WAS CLAIMANT INJURED? YES \_\_\_ NO \_\_\_ If yes, complete this section

Describe injury \_\_\_\_\_

WERE YOU ON THE JOB AT THE TIME OF INJURY? YES \_\_\_ NO \_\_\_ If so, please give name, address and phone number of company \_\_\_\_\_

NAME OF DOCTOR OR HOSPITAL \_\_\_\_\_

ALL MEDICAL BILLS (attach Copies) \$ \_\_\_\_\_

LIST OTHER DAMAGES CLAIMED \$ \_\_\_\_\_

**TOTAL BODILY INJURY** . . . . . \$ \_\_\_\_\_

**PROPERTY DAMAGE:** Proof that you are the owner of the vehicle or property allegedly damaged as specified in your claim will be required.

VEHICLE NAME \_\_\_\_\_ BODY TYPE \_\_\_\_\_ YEAR \_\_\_\_\_

**NOTE: If damage is to a vehicle, a photocopy of your motor vehicle title is required.**

IF NOT A VEHICLE, DESCRIBE PROPERTY AND LOSS See Plumbers Invoice

PROPERTY DAMAGE (Attach repair bills or two estimates) \$ \_\_\_\_\_

LIST OTHER DAMAGES CLAIMED \$ \_\_\_\_\_

**TOTAL PROPERTY** . . . . . \$ 710.00

5. NAME OF YOUR INSURANCE CO.	POLICY NO.	AMOUNT CLAIMED	AMOUNT RECEIVED
_____	_____	_____	_____

6. The names of any witnesses known to you.

<u>Dennis Klimo</u>	<u>Platt Street</u>	
Name	Address	Phone Number
_____	_____	_____
Name	Address	Phone Number

STATE THE EXACT AMOUNT OF COMPENSATION YOU WOULD ACCEPT AS FULL SETTLEMENT ON THIS CLAIM.  
TOTAL CLAIM . . . . . \$ 710.00

Robert L. Wallace SIGNATURE(S) 05-05-2014 DATE



WIP # 115362

(Page 2 of 2) DATE 5-3-14

OWNER'S NAME <b>BOB WALLACE</b>	OWNER'S PHONE <b>354-7098</b>
ADDRESS <b>305 W PLATT</b>	BUSINESS PHONE
CITY, STATE, ZIP <b>Yukon, OK 73099</b>	MOBILE PHONE



Air Conditioning · Plumbing · Heating

# BAILEY BROTHERS

www.servicepeople.net  
 800 Industrial Drive ♦ Yukon, Oklahoma 73099  
 (405) 755-3737 ♦ Fax: (405) 350-4280  
 Statewide: 1-888-379-0628

E-MAIL ADDRESS
JOB PHONE
JOB LOCATION
CITY
OCCUPANT'S NAME

## PLEASE PAY FROM THIS INVOICE - NO STATEMENT RENDERED.

### DESCRIPTION OF WORK

*to clear line. Ran approx. 75' of cable through front toilet drain. unable to put more cable in due to obstruction unknown. Customer to schedule cleanout installation so we can run camera down line. Possible problem at sewer tap connection.*

CUSTOMER

I hereby authorize the work described above and agree to the terms and conditions as stated on both sides of this form. I recognize that aged and deteriorated AC systems, plumbing fixtures, piping, and appurtenances may no longer be serviceable, and I agree to hold Bailey Brothers blameless for any damage or destruction to those items as a result of these conventional repair efforts. Grass replacement, landscape damage, wall patching, painting, tile or concrete replacement, damage to utilities or any other damage done in connection with the repair or installation work will be the responsibility of the Customer unless specifically stated on the reverse side with exact location of utilities. I agree to pay for all work, goods, and services received, and hereby further authorize Bailey Brothers to bill any of my credit card(s) for the goods and/or services being provided, and I agree to perform the obligations set forth in the applicable card holder agreement with the credit card user. I represent that I am either the owner of the property of the owner's agent, and have authority to order said work. A service charge of 1-11/2% per month (18% per annum) will be charged on all balances 30 days or more past due.

SIGNATURE *Bob Wallace*

PAID BY:  Cash     On Account     Telecheck  
 Check # \_\_\_\_\_

DL # \_\_\_\_\_    DOB \_\_\_\_\_

Credit Card # \_\_\_\_\_

Exp. Date \_\_\_\_\_    Auth. # \_\_\_\_\_

SERVICE CALL	<i>8888</i>
PROPOSAL #1	<i>615.00</i>
PROPOSAL #2	<i>1168.21</i>
SUB TOTAL	<i>615.00</i>
TOTAL JOB	<i>615.00</i>
LESS DEPOSIT	
AMOUNT DUE	<i>615.00</i>

SIGNATURE (I hereby acknowledge the satisfactory completion of the above described work.)  
*Bob Wallace*

**ENERGY SAVINGS AGREEMENT**

Savings this invoice \$

(Page 2 of 2)



## Oklahoma Municipal Assurance Group

3650 S. Boulevard • Edmond, OK 73013-5581 • 405/657-1400 • 800/234-9461 • fax: 405/657-1401 • www.omag.org

June 6, 2014

Mr. Robert Wallace  
305 West Platt Drive  
Yukon, OK 73099

RE: Member : City of Yukon  
Claimant : Robert Wallace  
Date of Loss : 05/04/14  
Claim No. : 137573-TW

Dear Mr. Wallace:

As the adjuster for the Oklahoma Municipal Assurance Group, the insurer for the City of Yukon, we are recommending denial of this claim and find no liability on the City's part.

Oklahoma law has consistently held that a municipality is not an insurer of its sanitary sewer system. This means that a municipality is not automatically liable for damages to property which results from a sewage backup. A municipality may be liable only if it had prior notice of a defect or problem in the sewer line and failed to take appropriate remedial action within a reasonable time before the damage occurred.

Our investigation indicates that the cause of this sewer backup was unknown and the City had no notice of this problem prior to the sewer backup at 305 West Platt Drive in Yukon, Oklahoma.

Therefore, we have determined that the City of Yukon was not negligent in its maintenance of the sanitary sewer line. Accordingly, while we regret the inconvenience and distress involved in the clean up, we do not believe that state law authorizes us to pay for these damages on behalf of the City of Yukon.

Sincerely,

Tiara Wallace  
Claims Examiner

cc: City of Yukon ✓



# Oklahoma Municipal Assurance Group

3650 S. Boulevard • Edmond, OK 73013-5581 • 405/657-1400 • 800/234-9461 • fax: 405/657-1401 • www.omag.org

## CORRECTED:

June 6, 2014

Ms. Sara Hancock  
City of Yukon  
PO Box 850500  
Yukon, OK 73085

Re: Member : City of Yukon  
Claimant : Robert Wallace  
Date of Loss : 05/04/14  
Claim No. : 137573-TW

Dear Ms. Hancock:

We have completed our investigation regarding the above referenced claim. It is our recommendation to the City of Yukon that this claim be denied. We find no liability on the City's part, regarding this incident.

Under the Governmental Tort Claims Act, 51 Okla. Sec 157(A), this claim will be deemed denied ninety (90) days after it was received by City of Yukon or on 08-03-14. 51 Okla. Stat. Sec 157 (B) requires any lawsuit under the Act to be commenced within one hundred eighty (180) days after denial of the claim.

Thus to begin the 180-day statute of limitations prior to 08-03-14 we suggest you docket this claim for denial at the next meeting of your municipal governing body. **For the 180-day period to start running, the claimant must be notified in writing at the address on the claim within five (5) days of the denial.** To document compliance with the Act, we recommend that you send notice of denial of the claim by certified mail.

Please advise us as soon as possible of any official action taken by the municipal governing body on denial of this claim.

Sincerely,

Tiara Wallace  
Claims Examiner

Enclosure

OKLAHOMA MUNICIPAL ASSURANCE GROUP  
SEWER BACKUP QUESTIONNAIRE

CLAIMANT: ROBERT L. WALLACE  
 ADDRESS: 305 WEST PLATT DRIVE, YUKON OK  
 DATE OF LOSS: 5/5/14  
 CLAIM NUMBER: 137573-TW  
 LOCATION OF BACKUP: HOME LOCATED AT ABOVE ADDRESS

*Instructions: Please complete this questionnaire and attach or identify any supporting documentation. Use back if additional space is required for a response.*

1. Are records available of the rainfall in the area preceding the subject sewer?  
 Yes  No . If yes, specify the amount of rainfall for each time period to the backup:  
 24 hrs. , 48 hrs. , 72 hrs. .

2. Were you able to determine the cause of the sewer backup? Yes  No   
 (a) infiltration or inflow;  
 (b) a foreign object, e.g., roots  
 (c) sewer line or refuse introduced into the line; or  
 (d) other cause

Please explain specifically what was found and identify any person(s) with personal knowledge of the findings.

3. Have there been previous blockages or backups in this line or within 300 feet of this address in the last 5 years preceding the subject backup? Yes  No . If yes, specify:

(a) when? \_\_\_\_\_

(b) where on the line? \_\_\_\_\_

(c) what was determined to be the cause? \_\_\_\_\_

4. Have the claimants or other occupants at this address given any other notice to the municipality of a sewer backup problem in the past 5 years? Yes  No . If yes, when and how was it documented?

5. Does the municipality have a regular maintenance program of cleaning, jetting, or rodding the sewer line that serves this address? Yes  No . If yes, on what date(s) and in what manner was this done in the six months prior to this claim?

6. What is the size and age of the sewer line in which the backup occurred? Size 8",  
 Age 41 yrs.

- 7. Is the sewer line sufficient for the current load? (e.g., if a 6" line was sufficient in 1940, is it sufficient today where greater number of homes or businesses may have been added to capacity of the line)? Yes  No .
- 8. Did the claimant have a relief or check valve on his private line? Yes  No . If yes, when was it installed?
- 9. Does the municipality have any ordinances, contracts, or regulations which may relate to the consideration of this claim? Yes  No . If yes, attach a copy of the pertinent document.
- 10. If this backup was due to grease in the line, does the municipality have a grease trap ordinance? Yes  No . If yes, how was it enforced? *N/A Commercial only*
- 11. Are there any other parties that have an interest in the subject property? Yes  No . If yes, specify whether the person(s) is a landlord, property owner, spouse, business partner or other occupant.
- 12. Does the City maintain records, work orders or any other documents regarding the subject of sewer backup? Yes  No . If so, please attach legible copies of all records.
- 13. Is the sewer system maintained and operated by some one other than the city? Yes  No . If so, please provide copy of the contract with the third party contractor.
- 14. Had the line involved been jet rodded or cleaned in any other manner in the 72-hour period before the backup occurred? Yes  No .
- 15. Please provide any additional information relevant to this claim.

*Richard Ramsey*  
Signed by

*Water / Sewer Supervisor*  
Position

*5/7/2014*  
Date

*(405) 350-7698*  
Phone Number

RETURN TO:

Oklahoma Municipal Assur. Group  
3650 South Blvd.  
Edmond, Ok 73013

Phone: (405) 657-1400  
Fax: (405) 657-1401



Statement

305 W. Platt Dr. & 317 W. Platt Dr.

05-04-2014

On Sunday, May 4<sup>th</sup>, 2014, I, Jackie Lacefield, received a call from the Police Department about a sewer back up at 313 W. Platt Dr. I went and checked our sewer main but could not find any of the upper manholes. I then called out Steven Green to assist me. When he arrived, we checked the main at the end of the street (down flow). There was hardly any flow so we ran the line from that location at 324 W. Platt Dr. It started to flow after we completed running the line, so we left there to go to another sewer call that I had received. When we arrived at 305 W. Platt Dr., I advised a man that I was going to go check our sewer.

A handwritten signature in black ink that reads "Jackie Lacefield". The signature is written in a cursive style and is positioned above a horizontal line.

Jackie Lacefield



Statement

305 W. Platt Dr. & 317 W. Platt Dr.

05-04-2014

On Sunday, May 4<sup>th</sup>, 2014, I, Steve Green, assisted Jackie Lacefield run a sewer on W. Platt Dr. We ran in from 324 W Platt Dr. to 312 W. Grand Teton Ct. We ran the line in about 15 feet to the location of the problem. When we left, the city line was flowing properly.

A handwritten signature in cursive script that reads "Steven Green". The signature is written in black ink and is positioned above a solid horizontal line.

Steven Green



## COLLECTION LINE CLEANING REPORT

CALL RECEIVED FROM: PD Type of Call: CM

Date: 05/04/2014 Time: 12:30 pm Task Completed Blockage Removal

ADDRESS OF CALL: 313 W Platt

ENTRY MH ADDRESS: 324 W Platt Line ID# SS 29-4053 DS

Direction: East Line Size: 8 Inch Weather Conditions: Dry

Distance to problem: 50 FT Total footage of task: 50 FT

CAUSE OF STOPPAGE: Unknown

Time of Blockage removed: 1:00 pm BYPASS: No AREA SANITIZED: No

Follow-up with Camera: No Camera Notes: \_\_\_\_\_

PERSONNEL ON JOB: J Lacefield S Green

**NOTES:**

Ran the line good flow when we left  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## COLLECTION LINE CLEANING REPORT

CALL RECEIVED FROM: Nick Ramsey Type of Call: PM

Date: 05/07/2014 Time: 7:00 am Task Completed Camera Prep

ADDRESS OF CALL: 324 W Platt Dr

ENTRY MH ADDRESS: 324 W Platt Dr Line ID# SS 20-4053 DS

Direction: East Line Size: 8 Inch Weather Conditions: Dry

Distance to problem: 400ft Total footage of task: 400ft

CAUSE OF STOPPAGE: Roots

Time of Blockage removed: 11:30 am BYPASS: No AREA SANITIZED: No

Follow-up with Camera: Yes Camera Notes: \_\_\_\_\_

PERSONNEL ON JOB: J Lacefield, M Reed, N Ramsey, S Green, J Jones,

**NOTES:**

Ran sewer with root cutter, to prep for camera truck

\_\_\_\_\_

\_\_\_\_\_



# INCIDENT ACTIVITY REPORT FOR COST RECOVERY

TYPE OR PRINT LEGIBLE

Incident Type:		Incident Date:		Incident #:		Unit Responded to:	
work order		5-6-14				city wide	
Employee #:	Employee Name:		Committed to Incident:		Returned to Reg Duty:		Total Hours
	Last	First	Date	Time	Date	Time out	
	Flood	Bill	5-6	1pm	5-6	5pm	4
	Jones	Janci	5-6	1pm	5-6	5pm	4
Vehicle / Equip Type:	Vehicle / Equip Unit Number:	Beginning Mileage:	Ending Mileage:	Vehicle / Equipment		FEMA Cost Code	
				Total Miles:	Total Hours:		
C-30	201-12-9546	18,927	18,953	26	1		

Describe Incident Activities / Additional Assignment Information:	
checked clean out @ 305 platf checked leak @ 512 meadow Run IT also	
Raised meter cas @ 512 meadow Run IT, device out area that was being prep	
For sub for work.	

Supervisor Signature:





# INCIDENT ACTIVITY REPORT

## FOR COST RECOVERY

TYPE OR PRINT LEGIBLE

29-4053

Incident Type:		Employee Name:		Incident Date:	Incident #:	Unit Responded to:				
sewer call		Steve Jackie		5-4-14		313 W. Platt				
Employee #:	Last	First	Title/Rank:	Committed to Incident:		Returned to Reg Duty:		Incident Time:		Total Hours
				Date	Time	Date	Time out	Reg hrs	OT hrs	
	Gleen	Steve		5-4	12:40 P	5-4	1:15 P	35 min		35 min
	Jacefield	Jackie		5-4	12:30 P	5-4	1:15 P	45 min		45 min

Vehicle / Equip Type:	Vehicle / Equip Unit Number:	Beginning Mileage:	Ending Mileage:	Vehicle / Equipment		FEMA Cost Code
				Total Miles:	Total Hours:	
Vac Car	201-02-9081	27950	27954	04	0	
					0	
					0	
					0	
					0	

Describe Incident Activities / Additional Assignment Information:

313 W. Platt having problems, ran line from 324 W. Platt  
city line flowing

Supervisor Signature: Richard [Signature]



# INCIDENT ACTIVITY REPORT FOR COST RECOVERY

TYPE OR PRINT LEGIBLE

Incident Type: <i>Senior call</i>	Incident Date: <i>5-7-14</i>	Incident #:	Unit Responded to: <i>324 - Plat 4</i>
--------------------------------------	---------------------------------	-------------	---

Employee #:	Employee Name:		Committed to Incident:		Returned to Reg Duty:		Incident Time:		Total Hours
	Last	First	Date	Time	Date	Time out	Reg hrs	OT hrs	
	<i>Hood</i>	<i>Bill</i>	<i>5-7</i>	<i>10a</i>	<i>5-7</i>	<i>12p</i>	<i>2</i>		<i>2</i>
	<i>Jones</i>	<i>Jane</i>	<i>5-7</i>	<i>10a</i>	<i>5-7</i>	<i>12p</i>	<i>2</i>		<i>2</i>
	<i>Lacefield</i>	<i>Jodie</i>	<i>"</i>	<i>"</i>	<i>"</i>	<i>"</i>	<i>2</i>		<i>2</i>
	<i>Reed</i>	<i>Michelle</i>	<i>"</i>	<i>"</i>	<i>"</i>	<i>"</i>	<i>2</i>		<i>2</i>

Vehicle / Equip Type:	Vehicle / Equip Unit Number:	Beginning Mileage:		Ending Mileage:		Vehicle / Equipment Total Miles:		Vehicle / Equipment Total Hours:		FEMA Cost Code
		Mileage:	Mileage:	Total Miles:	Total Miles:	Total Hours:	Total Hours:			
<i>Van Car</i>	<i>02-02-9081</i>	<i>27,976</i>	<i>27,981</i>	<i>5</i>	<i>0</i>	<i>5</i>	<i>0</i>	<i>1</i>		
<i>Van/Box Truck</i>	<i>21-267-887</i>	<i>20042</i>	<i>20048</i>	<i>6</i>	<i>0</i>	<i>6</i>	<i>0</i>	<i>1</i>		
					<i>0</i>		<i>0</i>			
					<i>0</i>		<i>0</i>			
					<i>0</i>		<i>0</i>			

Describe Incident Activities / Additional Assignment Information: *and*

*Row seen with chain cutter. also camera ~~in~~ IN AWC*

Supervisor Signature: *Michelle Reed*



# INCIDENT ACTIVITY REPORT FOR COST RECOVERY

TYPE OR PRINT LEGIBLE

Incident Type: <i>Ran Sewer</i>	Incident Date: <i>5/7/14</i>	Incident #: <i>324</i>	Unit Responded to: <i>Platt 46</i>
------------------------------------	---------------------------------	---------------------------	---------------------------------------

Employee #:	Employee Name:		Employee		Committed to Incident:		Returned to Reg Duty:		Incident Time:		Total Hours
	Last	First	Title/Rank:	Date	Time	Date	Time out	Reg hrs	OT hrs		
	<i>Reed</i>	<i>Mitchell</i>		<i>5/7/14</i>	<i>7:00</i>	<i>5/7/14</i>	<i>10:00</i>				<i>3</i>
	<i>Carefield</i>	<i>Jacobs</i>									

Vehicle / Equip Type:	Vehicle / Equip Unit Number:	Beginning Mileage:	Ending Mileage:	Vehicle / Equipment		FEMA Cost Code
				Total Miles:	Total Hours:	
<i>Flush truck</i>	<i>201 2002 9081</i>	<i>27969</i>	<i>27976</i>	<i>0</i>		
<i>F350</i>	<i>201 2009 3556</i>	<i>45162</i>	<i>45179</i>	<i>17</i>	<i>7</i>	
				<i>0</i>		
				<i>0</i>		
				<i>0</i>		

Describe Incident Activities / Additional Assignment Information:  
*Cost fuel/water. Ran sewer at 324 w Platt drive.*

Supervisor Signature: \_\_\_\_\_  
*Richard King*

City of Yukon  
 Public works  
 904 Industrail Dr  
 Yukon, Okla 73099  
 405-354-2121



## Observations by Inspections

### SITE DATA

Mainline ID:	City:	Address			
SS29-4054	Yukon	324 W Platt			
Upstream node:	Downstream node:	Pipe type	Pipe shape:	Pipe height:	Pipe width:
SS29-4052	SS29-4053	Clay	Circular	8	8

### INSPECTION DATA

	Scheduled date:	Start date/time	End date/time:
	5/7/2014 9:49:26 AM	5/7/2014 9:49:47 AM	5/7/2014 9:53:13 AM
Surveyed footage:	Status:	Operator:	Work order no :
10.3	Stopped	Jackie Lacefield	
Reason:	Weather:	Condition:	
Assessment	Dry	Cleaned	
Comments			

### OBSERVATIONS

Footage	Rev.	Length	Clock From	Clock To	Code	Modifiers/Severity	Rating
6.0	Yes				START AGAINST FLOW		
10.3	Yes		12	12	Root-in-Joint		
10.3	Yes				STOP		

City of Yukon  
 Public works  
 904 Industrial Dr  
 Yukon, Okla 73099  
 405-354-2121



## Observation Report with Still Images

Mainline ID: SS29-4054      Project Name: SS29      Start date/time: 5/7/2014 9:49:47 AM      Weather: Dry      Operator: Jackie Lacefield

Upstream node: SS29-4052      Depth US:      Downstream node: SS29-4053      Depth DS:      Asset length:      Extra:

Comments

### Observations

Distance	Length	Code	Reversed	Clock Pos.	Severity	Comment
6.0		START AGAINST FLOW	Yes	/		
10.3		Root-in-Joint	Yes	12 / 12		
						
10.3		STOP	Yes	/		

City of Yukon  
 Public works  
 904 Industrial Dr  
 Yukon, Okla 73099  
 405-354-2121



## Observations by Inspections

### SITE DATA

Mainline ID	City:	Address:			
SS29-4054	Yukon	324 W Platt			
Upstream node:	Downstream node:	Pipe type:	Pipe shape:	Pipe height:	Pipe width:
SS29-4052	SS29-4053	Clay	Circular	8	8

### INSPECTION DATA

	Scheduled date	Start date/time	End date/time:
	5/7/2014 11:10:59 AM	5/7/2014 11:11:19 AM	5/7/2014 11:31:15 AM
Surveyed footage:	Status:	Operator:	Work order no :
253.4	Stopped	Jackie Lacefield	
Reason:	Weather:	Condition:	
Assessment	Dry	Cleaned	
Comments			

### OBSERVATIONS

Footage	Rev.	Length	Clock From	Clock To	Code	Modifiers/Severity	Rating
6.0	Yes				START AGAINST FLOW		
6.7	Yes				STOP		
12.8	Yes		12	7	Broken		
24.7	Yes		12		Lateral		
32.3	Yes		12		Lateral		
110.2	Yes		12		Lateral		
119.2	Yes		12		Root-in-Lateral		
185.2	Yes		12		Lateral		
192.5	Yes		12		Lateral		
208.4	Yes		7	12	Broken		
240.0	Yes		12		Lateral Abandoned - Unsealed		
243.1	Yes		12		Lateral		
247.4	Yes		12		Root-in-Lateral		

City of Yukon  
Public works  
904 Industrial Dr  
Yukon, Okla 73099  
405-354-2121



## OBSERVATIONS

Footage	Rev.	Length	Clock From	Clock To	Code	Modifiers/Severity	Rating
253.4	Yes				Junction Box		
253.4	Yes				Root		

City of Yukon  
 Public works  
 904 Industrail Dr  
 Yukon, Okla 73099  
 405-354-2121



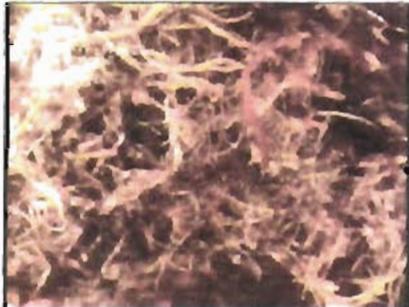
## Observation Report with Still Images

Mainline ID: SS29-4054	Project Name: SS29	Start date/time: 5/7/2014 11:11:19 AM	Weather: Dry	Operator Jackie Lacefield
Upstream node: SS29-4052	Depth US:	Downstream node: SS29-4053	Depth DS:	Asset length:
Extra:				

Comments

### Observations

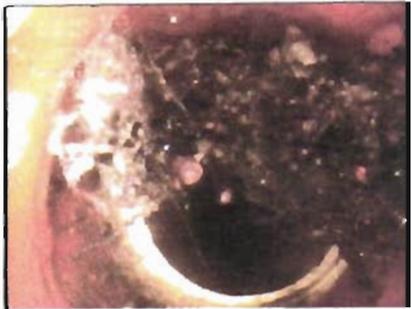
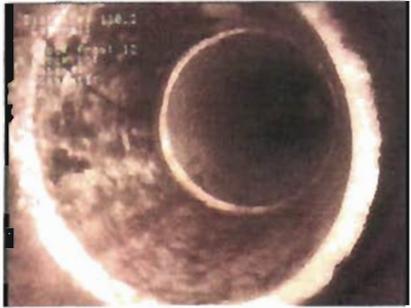
Distance	Length	Code	Reversed	Clock Pos.	Severity	Comment
6.0		START AGAINST FLOW	Yes	/		
6.7		STOP	Yes	/		
12.8		Broken	Yes	12 / 7		



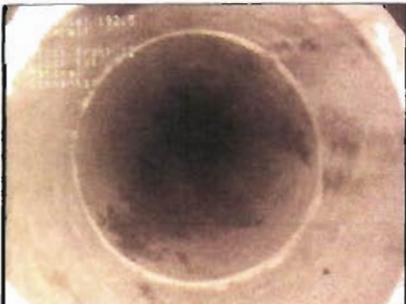
24.7	Lateral	Yes	12 /
------	---------	-----	------



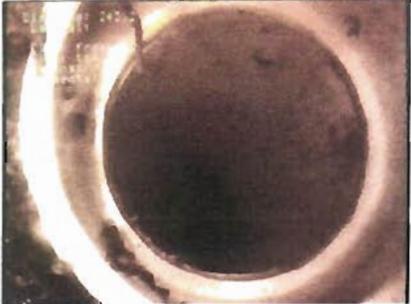
### Observations

Distance	Length	Code	Reversed	Clock Pos.	Severity	Comment
32.3		Lateral	Yes	12 /		
						
110.2		Lateral	Yes	12 /		
						
119.2		Root-in-Lateral	Yes	12 /		
						
185.2		Lateral	Yes	12 /		

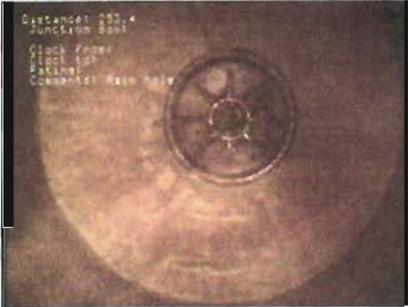
### Observations

Distance	Length	Code	Reversed	Clock Pos.	Severity	Comment
	192.5	Lateral	Yes	12 /		
	208.4	Broken	Yes	7 / 12		
	240.0	Lateral Abandoned - Unsealed	Yes	12 /		

### Observations

Distance	Length	Code	Reversed	Clock Pos.	Severity	Comment
	243.1	Lateral	Yes	12 /		
	247.4	Root-in-Lateral	Yes	12 /		
	253.4	Junction Box	Yes	/		Main hole

### Observations

Distance	Length	Code	Reversed	Clock Pos.	Severity	Comment
						
253.4	Root		Yes	/		
						

**NOTICE OF TORT CLAIM**

**OKLAHOMA MUNICIPAL ASSURANCE GROUP - MUNICIPAL LIABILITY PROTECTION PLAN**

**A. CLAIMANT REPORT**

To the City of Yukon  
Public entity you are filing this claim against.

**PLEASE PRINT OR TYPE AND SIGN**

**IMPORTANCE NOTICE:** The filing of this form with the City Clerk's office is only the initial step in the claim process and does not indicate in any manner the acceptance of responsibility by the City or its related entities. Written notice is required by law and shall be filed with the City Clerk within one (1) year from the date of occurrence. It will then be sent to OMAG Claims Dept. for investigation. You may expect them to contact you. Failure to file within such time frame may result in the claim being barred in its entirety. Other limitations to your claim may apply (See Oklahoma Statutes Title 51, Section 151-172).

CLAIMANT(S) Rick Tecman CLAIMANT(S) S \_\_\_\_\_  
ADDRESS 317 W. Plott Drive CLAIMANT(S) D \_\_\_\_\_  
Yukon, Ok 73099 PHONE: HOME( 918 342 1111 ) \_\_\_\_\_

- 1. DATE AND TIME OF INCIDENT 5-4-2014 11 )a.m. (12:00)p.m. Continue on another sheet if needed for any information requested)
- 2. LOCATION OF INCIDENT 317 W. Plott Drive Yukon, Ok 73099
- 3. DESCRIBE INCIDENT House flooded with raw sewage

**4. LIST ALL PERSONS AND/OR PROPERTY FOR WHICH YOU ARE CLAIMING DAMAGES:**

**BODILY INJURY:** WAS CLAIMANT INJURED? YES \_\_\_ NO X If yes, complete this section

Describe injury \_\_\_\_\_

WERE YOU ON THE JOB AT THE TIME OF INJURY? YES \_\_\_ NO \_\_\_ If so, please give name, address and phone number of company \_\_\_\_\_

NAME OF DOCTOR OR HOSPITAL \_\_\_\_\_

ALL MEDICAL BILLS (attach Copies) \$ \_\_\_\_\_

LIST OTHER DAMAGES CLAIMED \$ \_\_\_\_\_

**TOTAL BODILY INJURY.** . . . . . \$ \_\_\_\_\_

**PROPERTY DAMAGE:** Proof that you are the owner of the vehicle or property allegedly damaged as specified in your claim will be required.

VEHICLE NAME \_\_\_\_\_ BODY TYPE \_\_\_\_\_ YEAR \_\_\_\_\_

**NOTE: If damage is to a vehicle, a photocopy of your motor vehicle title is required.**

IF NOT A VEHICLE, DESCRIBE PROPERTY AND LOSS House and contents - house, furniture, appliances, clothing contaminated with raw sewage

PROPERTY DAMAGE (Attach repair bills or two estimates) \$ \_\_\_\_\_

LIST OTHER DAMAGES CLAIMED \$ \_\_\_\_\_

**TOTAL PROPERTY** . . . . . \$ \_\_\_\_\_

5. NAME OF YOUR INSURANCE CO.	POLICY NO.	AMOUNT CLAIMED	AMOUNT RECEIVED
<u>State Farm</u>	<u>36BVK1300</u>	<u>0</u>	<u>0</u>

6. The names of any witnesses known to you.

<u>Bob Wallace</u>	<u>305 W. Plott Drive</u>	<u>354-2049</u>
Name	Address	Phone Number
<u>Meredith Smith</u>	<u>W. Plott Drive</u>	<u>414-1348</u>
Name	Address	Phone Number

STATE THE EXACT AMOUNT OF COMPENSATION YOU WOULD ACCEPT AS FULL SETTLEMENT ON THIS CLAIM.

[Signature] **TOTAL CLAIM** . . . . . \$ 180,000.00

5-6-2014  
DATE



# Oklahoma Municipal Assurance Group

3650 S. Boulevard • Edmond, OK 73013-5581 • 405/657-1400 • 800/234-9461 • fax: 405/657-1401 • www.omag.org

June 6, 2014

Mr. Rick Treeman  
317 W. Platt Drive  
Yukon, OK 73099

RE: Member : City of Yukon  
Claimant : Rick Treeman  
Date of Loss : 05/04/14  
Claim No. : 137599-TW

Dear Mr. Treeman:

As the adjuster for the Oklahoma Municipal Assurance Group, the insurer for the City of Yukon, we are recommending denial of this claim and find no liability on the City's part.

Oklahoma law has consistently held that a municipality is not an insurer of its sanitary sewer system. This means that a municipality is not automatically liable for damages to property which results from a sewage backup. A municipality may be liable only if it had prior notice of a defect or problem in the sewer line and failed to take appropriate remedial action within a reasonable time before the damage occurred.

Our investigation indicates that the cause of this sewer backup was unknown and the City had no notice of this problem prior to the sewer backup at 317 W. Platt Drive in Yukon, Oklahoma.

Therefore, we have determined that the City of Yukon was not negligent in its maintenance of the sanitary sewer line. Accordingly, while we regret the inconvenience and distress involved in the clean up, we do not believe that state law authorizes us to pay for these damages on behalf of the City of Yukon.

Sincerely,

Tiara Wallace  
Claims Examiner

cc: City of Yukon ✓



# Oklahoma Municipal Assurance Group

3650 S. Boulevard • Edmond, OK 73013-5581 • 405/657-1400 • 800/234-9461 • fax: 405/657-1401 • www.omag.org

## CORRECTED:

June 6, 2014

Ms. Sara Hancock  
City of Yukon  
PO Box 850500  
Yukon, OK 73085

Re: Member : City of Yukon  
Claimant : Rick Treeman  
Date of Loss : 05/04/14  
Claim No. : 137599-TW

Dear Ms. Hancock:

We have completed our investigation regarding the above referenced claim. It is our recommendation to the City of Yukon that this claim be denied. We find no liability on the City's part, regarding this incident.

Under the Governmental Tort Claims Act, 51 Okla. Sec 157(A), this claim will be deemed denied ninety (90) days after it was received by City of Yukon or on 08-04-14. 51 Okla. Stat. Sec 157 (B) requires any lawsuit under the Act to be commenced within one hundred eighty (180) days after denial of the claim.

Thus to begin the 180-day statute of limitations prior to 08-04-14 we suggest you docket this claim for denial at the next meeting of your municipal governing body. **For the 180-day period to start running, the claimant must be notified in writing at the address on the claim within five (5) days of the denial.** To document compliance with the Act, we recommend that you send notice of denial of the claim by certified mail.

Please advise us as soon as possible of any official action taken by the municipal governing body on denial of this claim.

Sincerely,

Tiara Wallace  
Claims Examiner

Enclosure

OKLAHOMA MUNICIPAL ASSURANCE GROUP  
SEWER BACKUP QUESTIONNAIRE

CLAIMANT: RICK TREEMANADDRESS: 317 WEST PLATT DRIVE, YUKON OKDATE OF LOSS: 5/4/14CLAIM NUMBER: 137599-TWLOCATION OF BACKUP: ABOVE ADDRESS

*Instructions: Please complete this questionnaire and attach or identify any supporting documentation. Use back if additional space is required for a response.*

1. Are records available of the rainfall in the area preceding the subject sewer?  
Yes  No . If yes, specify the amount of rainfall for each time period to the backup:  
24 hrs. 0, 48 hrs. 0, 72 hrs. 0.
2. Were you able to determine the cause of the sewer backup? Yes  No   
 (a) infiltration or inflow;  
 (b) a foreign object, e.g., roots  
 (c) sewer line or refuse introduced into the line; or  
 (d) other cause  
 Please explain specifically what was found and identify any person(s) with personal knowledge of the findings.
3. Have there been previous blockages or backups in this line or within 300 feet of this address in the last 5 years preceding the subject backup? Yes  No . If yes, specify:
  - (a) when? \_\_\_\_\_
  - (b) where on the line? \_\_\_\_\_
  - (c) what was determined to be the cause? \_\_\_\_\_
4. Have the claimants or other occupants at this address given any other notice to the municipality of a sewer backup problem in the past 5 years? Yes  No . If yes, when and how was it documented?
5. Does the municipality have a regular maintenance program of cleaning, jetting, or rodding the sewer line that serves this address? Yes  No . If yes, on what date(s) and in what manner was this done in the six months prior to this claim?
6. What is the size and age of the sewer line in which the backup occurred? Size 8",  
Age 41 yrs.

- 7. Is the sewer line sufficient for the current load? (e.g., if a 6" line was sufficient in 1940, is it sufficient today where greater number of homes or businesses may have been added to capacity of the line)? Yes  No .
- 8. Did the claimant have a relief or check valve on his private line? Yes  No . If yes, when was it installed?
- 9. Does the municipality have any ordinances, contracts, or regulations which may relate to the consideration of this claim? Yes  No . If yes, attach a copy of the pertinent document.
- 10. If this backup was due to grease in the line, does the municipality have a grease trap ordinance? Yes  No . If yes, how was it enforced? *N/A Commercial only*
- 11. Are there any other parties that have an interest in the subject property? Yes  No . If yes, specify whether the person(s) is a landlord, property owner, spouse, business partner or other occupant.
- 12. Does the City maintain records, work orders or any other documents regarding the subject of sewer backup? Yes  No . If so, please attach legible copies of all records.
- 13. Is the sewer system maintained and operated by some one other than the city? Yes  No . If so, please provide copy of the contract with the third party contractor.
- 14. Had the line involved been jet rodded or cleaned in any other manner in the 72-hour period before the backup occurred? Yes  No .
- 15. Please provide any additional information relevant to this claim.

*Michelle Laury*  
 \_\_\_\_\_  
 Signed by

*Water/Sewer Supervisor*  
 \_\_\_\_\_  
 Position

*5/7/2014*  
 \_\_\_\_\_  
 Date

*(405) 350-7698*  
 \_\_\_\_\_  
 Phone Number

RETURN TO:

Oklahoma Municipal Assur. Group  
 3650 South Blvd.  
 Edmond, Ok 73013

Phone: (405) 657-1400  
 Fax: (405) 657-1401



Statement

305 W. Platt Dr. & 317 W. Platt Dr.

05-04-2014

On Sunday, May 4<sup>th</sup>, 2014, I, Jackie Lacefield, received a call from the Police Department about a sewer back up at 313 W. Platt Dr. I went and checked our sewer main but could not find any of the upper manholes. I then called out Steven Green to assist me. When he arrived, we checked the main at the end of the street (down flow). There was hardly any flow so we ran the line from that location at 324 W. Platt Dr. It started to flow after we completed running the line, so we left there to go to another sewer call that I had received. When we arrived at 305 W. Platt Dr., I advised a man that I was going to go check our sewer.

A handwritten signature in black ink that reads "Jackie Lacefield". The signature is written in a cursive style and is positioned above a horizontal line.

Jackie Lacefield



Statement

305 W. Platt Dr. & 317 W. Platt Dr.

05-04-2014

On Sunday, May 4<sup>th</sup>, 2014, I, Steve Green, assisted Jackie Lacefield run a sewer on W. Platt Dr. We ran in from 324 W Platt Dr. to 312 W. Grand Teton Ct. We ran the line in about 15 feet to the location of the problem. When we left, the city line was flowing properly.

A handwritten signature in black ink that reads "Steven Green". The signature is written in a cursive style and is positioned above a solid horizontal line.

Steven Green



## COLLECTION LINE CLEANING REPORT

CALL RECEIVED FROM: PD Type of Call: CM

Date: 05/04/2014 Time: 12:30 pm Task Completed Blockage Removal

ADDRESS OF CALL: 313 W Platt

ENTRY MH ADDRESS: 324 W Platt Line ID# SS 29-4053 DS

Direction: East Line Size: 8 Inch Weather Conditions: Dry

Distance to problem: 50 FT Total footage of task: 50 FT

CAUSE OF STOPPAGE: Unknown

Time of Blockage removed: 1:00 pm BYPASS: No AREA SANITIZED: No

Follow-up with Camera: No Camera Notes: \_\_\_\_\_

PERSONNEL ON JOB: J Lacefield S Green

**NOTES:**

Ran the line good flow when we left  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## COLLECTION LINE CLEANING REPORT

CALL RECEIVED FROM: Nick Ramsey Type of Call: PM

Date: 05/07/2014 Time: 7:00 am Task Completed Camera Prep

ADDRESS OF CALL: 324 W Platt Dr

ENTRY MH ADDRESS: 324 W Platt Dr Line ID# SS 20-4053 DS

Direction: East Line Size: 8 Inch Weather Conditions: Dry

Distance to problem: 400ft Total footage of task: 400ft

CAUSE OF STOPPAGE: Roots

Time of Blockage removed: 11:30 am BYPASS: No AREA SANITIZED: No

Follow-up with Camera: Yes Camera Notes: \_\_\_\_\_

PERSONNEL ON JOB: J Lacefield, M Reed, N Ramsey, S Green, J Jones,

**NOTES:**

Ran sewer with root cutter, to prep for camera truck  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# INCIDENT ACTIVITY REPORT FOR COST RECOVERY

TYPE OR PRINT LEGIBLE

Incident Type:		Incident Date:		Incident #:		Unit Responded to:	
work order		5-6-14				city wide	
Employee #:	Employee Name:		Committed to Incident:		Returned to Reg Duty:		Total Hours
	Last	First	Date	Time	Date	Time out	
	Flood	Bill	5-6	1pm	5-6	5pm	4
	Jones	Jamie	5-6	1pm	5-6	5pm	4
Vehicle / Equip Type:	Vehicle / Equip Unit Number:	Beginning Mileage:	Ending Mileage:	Vehicle / Equipment Total Miles:		Vehicle / Equipment Total Hours:	FEMA Cost Code
C-30	201-12-4546	18,927	18,953	26		1	
						0	
						0	
						0	
						0	
Describe Incident Activities / Additional Assignment Information:							
checked clean out @ 305 platf checked leak @ 512 meadow Run IT also							
Raised water cov @ 512 meadow Run IT, drain out area that was being prep							
For soil for road.							

Supervisor Signature:





# INCIDENT ACTIVITY REPORT

## FOR COST RECOVERY

TYPE OR PRINT LEGIBLE

29-4053

Incident Type:		Employee Name:		Incident Date:	Incident #:	Unit Responded to:			
sewer call		Steve Jackie		5-4-14		313 W. Platt			
Employee #:	Last	First	Title/Rank:	Date	Time	Returned to Reg Duty:	Time out	Incident Time:	Total Hours
	Gleen	Steve		5-4	12:40 P	5-4	1:15 P	35 min	35 min
	Jacefield	Jackie		5-4	12:30 P	5-4	1:15 P	45 min	45 min

Vehicle / Equip Type:	Vehicle / Equip Unit Number:	Beginning Mileage:	Ending Mileage:	Vehicle / Equipment Total Miles:	Vehicle / Equipment Total Hours:	FEMA Cost Code
Vac Car	201-02-9081	27950	27954	04	0	
					0	
					0	
					0	
					0	

Describe Incident Activities / Additional Assignment Information:

313 W. Platt having problems, ran line from 324 W. Platt  
city line flowing

Supervisor Signature: Richard [Signature]



# INCIDENT ACTIVITY REPORT FOR COST RECOVERY

TYPE OR PRINT LEGIBLE

Incident Type: <i>Senior call</i>	Incident Date: <i>5-7-14</i>	Incident #:	Unit Responded to: <i>324 - Plat 4</i>
--------------------------------------	---------------------------------	-------------	---

Employee #:	Employee Name:		Committed to Incident:		Returned to Reg Duty:		Incident Time:		Total Hours
	Last	First	Date	Time	Date	Time out	Reg hrs	OT hrs	
	<i>Hood</i>	<i>Bill</i>	<i>5-7</i>	<i>10a</i>	<i>5-7</i>	<i>12p</i>	<i>2</i>		<i>2</i>
	<i>Jones</i>	<i>Jane</i>	<i>5-7</i>	<i>10a</i>	<i>5-7</i>	<i>12p</i>	<i>2</i>		<i>2</i>
	<i>Lacefield</i>	<i>Jodie</i>	<i>"</i>	<i>"</i>	<i>"</i>	<i>"</i>	<i>2</i>		<i>2</i>
	<i>Reed</i>	<i>Michelle</i>	<i>"</i>	<i>"</i>	<i>"</i>	<i>"</i>	<i>2</i>		<i>2</i>

Vehicle / Equip Type:	Vehicle / Equip Unit Number:	Beginning Mileage:		Ending Mileage:		Vehicle / Equipment Total Miles:		Vehicle / Equipment Total Hours:		FEMA Cost Code
		Mileage:	Mileage:	Total Miles:	Total Miles:	Total Hours:	Total Hours:			
<i>Van Car</i>	<i>02-02-9081</i>	<i>27,976</i>	<i>27,981</i>	<i>5</i>	<i>0</i>	<i>5</i>	<i>0</i>	<i>1</i>		
<i>Van Box Truck</i>	<i>21-267-887</i>	<i>20042</i>	<i>20048</i>	<i>6</i>	<i>0</i>	<i>6</i>	<i>0</i>	<i>1</i>		
					<i>0</i>		<i>0</i>			
					<i>0</i>		<i>0</i>			
					<i>0</i>		<i>0</i>			

Describe Incident Activities / Additional Assignment Information: *and*

*Row seen with chain cutter. also camera ~~in~~ IN AWC*

Supervisor Signature: *Michelle Reed*



# INCIDENT ACTIVITY REPORT FOR COST RECOVERY

TYPE OR PRINT LEGIBLE

Incident Type: <i>Ran Sewer</i>	Incident Date: <i>5/7/14</i>	Incident #: <i>324</i>	Unit Responded to: <i>Platt 46</i>
------------------------------------	---------------------------------	---------------------------	---------------------------------------

Employee #:	Employee Name:		Employee		Committed to Incident:		Returned to Reg Duty:		Incident Time:		Total Hours
	Last	First	Title/Rank:	Date	Time	Date	Time out	Reg hrs	OT hrs		
	<i>Reed</i>	<i>Mitchell</i>		<i>5/7/14</i>	<i>7:00</i>	<i>5/7/14</i>	<i>12:00</i>				<i>3</i>
	<i>Carefield</i>	<i>Jacobs</i>									

Vehicle / Equip Type:	Vehicle / Equip Unit Number:	Beginning Mileage:	Ending Mileage:	Vehicle / Equipment		FEMA Cost Code
				Total Miles:	Total Hours:	
<i>Flush truck</i>	<i>201 2002 9081</i>	<i>27969</i>	<i>27976</i>	<i>0</i>		
<i>F350</i>	<i>201 2009 3556</i>	<i>45162</i>	<i>45179</i>	<i>17</i>	<i>7</i>	
				<i>0</i>		
				<i>0</i>		
				<i>0</i>		

Describe Incident Activities / Additional Assignment Information:

*Cost fuel/water. Ran sewer at 324 w Platt drive.*

Supervisor Signature: \_\_\_\_\_

*[Handwritten Signature]*

City of Yukon  
 Public works  
 904 Industrail Dr  
 Yukon, Okla 73099  
 405-354-2121



## Observations by Inspections

### SITE DATA

Mainline ID:	City:	Address			
SS29-4054	Yukon	324 W Platt			
Upstream node:	Downstream node:	Pipe type	Pipe shape:	Pipe height:	Pipe width:
SS29-4052	SS29-4053	Clay	Circular	8	8

### INSPECTION DATA

	Scheduled date:	Start date/time	End date/time:
	5/7/2014 9:49:26 AM	5/7/2014 9:49:47 AM	5/7/2014 9:53:13 AM
Surveyed footage:	Status:	Operator:	Work order no :
10.3	Stopped	Jackie Lacefield	
Reason:	Weather:	Condition:	
Assessment	Dry	Cleaned	
Comments			

### OBSERVATIONS

Footage	Rev.	Length	Clock From	Clock To	Code	Modifiers/Severity	Rating
6.0	Yes				START AGAINST FLOW		
10.3	Yes		12	12	Root-in-Joint		
10.3	Yes				STOP		

City of Yukon  
 Public works  
 904 Industrial Dr  
 Yukon, Okla 73099  
 405-354-2121



## Observation Report with Still Images

Mainline ID: SS29-4054	Project Name: SS29	Start date/time: 5/7/2014 9:49:47 AM	Weather: Dry	Operator: Jackie Lacefield
Upstream node: SS29-4052	Depth US:	Downstream node: SS29-4053	Depth DS:	Asset length:
Extra:				

Comments

### Observations

Distance	Length	Code	Reversed	Clock Pos.	Severity	Comment
6.0		START AGAINST FLOW	Yes	/		
10.3		Root-in-Joint	Yes	12 / 12		
<div style="border: 1px solid black; width: 200px; height: 100px; margin-bottom: 10px;">  </div>						
10.3		STOP	Yes	/		

City of Yukon  
 Public works  
 904 Industrial Dr  
 Yukon, Okla 73099  
 405-354-2121



## Observations by Inspections

### SITE DATA

Mainline ID	City:	Address:			
SS29-4054	Yukon	324 W Platt			
Upstream node:	Downstream node:	Pipe type:	Pipe shape:	Pipe height:	Pipe width:
SS29-4052	SS29-4053	Clay	Circular	8	8

### INSPECTION DATA

	Scheduled date	Start date/time	End date/time:
	5/7/2014 11:10:59 AM	5/7/2014 11:11:19 AM	5/7/2014 11:31:15 AM
Surveyed footage:	Status:	Operator:	Work order no :
253.4	Stopped	Jackie Lacefield	
Reason:	Weather:	Condition:	
Assessment	Dry	Cleaned	
Comments			

### OBSERVATIONS

Footage	Rev.	Length	Clock From	Clock To	Code	Modifiers/Severity	Rating
6.0	Yes				START AGAINST FLOW		
6.7	Yes				STOP		
12.8	Yes		12	7	Broken		
24.7	Yes		12		Lateral		
32.3	Yes		12		Lateral		
110.2	Yes		12		Lateral		
119.2	Yes		12		Root-in-Lateral		
185.2	Yes		12		Lateral		
192.5	Yes		12		Lateral		
208.4	Yes		7	12	Broken		
240.0	Yes		12		Lateral Abandoned - Unsealed		
243.1	Yes		12		Lateral		
247.4	Yes		12		Root-in-Lateral		

City of Yukon  
Public works  
904 Industrial Dr  
Yukon, Okla 73099  
405-354-2121



## OBSERVATIONS

Footage	Rev.	Length	Clock From	Clock To	Code	Modifiers/Severity	Rating
253.4	Yes				Junction Box		
253.4	Yes				Root		

City of Yukon  
 Public works  
 904 Industrail Dr  
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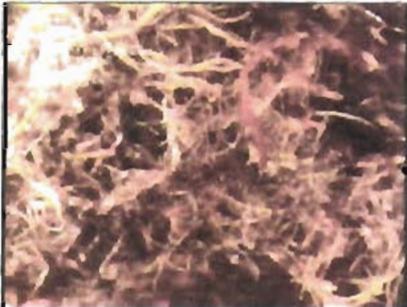
## Observation Report with Still Images

Mainline ID: <b>SS29-4054</b>	Project Name: <b>SS29</b>	Start date/time: <b>5/7/2014 11:11:19 AM</b>	Weather: <b>Dry</b>	Operator: <b>Jackie Lacefield</b>
Upstream node: <b>SS29-4052</b>	Depth US:	Downstream node: <b>SS29-4053</b>	Depth DS:	Asset length:
Extra:				

Comments

### Observations

Distance	Length	Code	Reversed	Clock Pos.	Severity	Comment
6.0		START AGAINST FLOW	Yes	/		
6.7		STOP	Yes	/		
12.8		Broken	Yes	12 / 7		



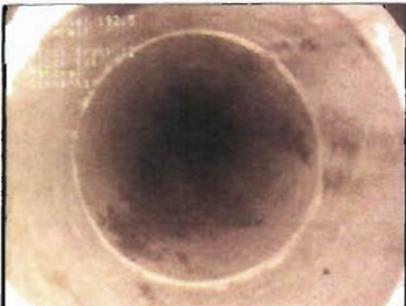
24.7	Lateral	Yes	12 /
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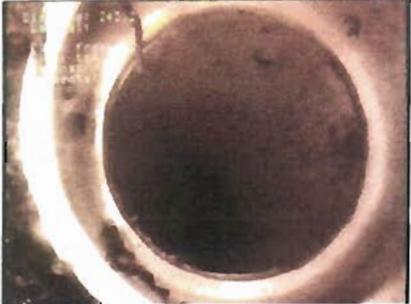
### Observations

Distance	Length	Code	Reversed	Clock Pos.	Severity	Comment
32.3		Lateral	Yes	12 /		
110.2		Lateral	Yes	12 /		
119.2		Root-in-Lateral	Yes	12 /		
185.2		Lateral	Yes	12 /		

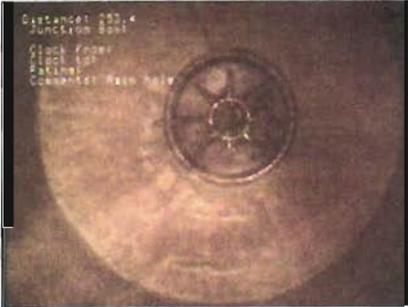
### Observations

Distance	Length	Code	Reversed	Clock Pos.	Severity	Comment
	192.5	Lateral	Yes	12 /		
	208.4	Broken	Yes	7 / 12		
	240.0	Lateral Abandoned - Unsealed	Yes	12 /		

### Observations

Distance	Length	Code	Reversed	Clock Pos.	Severity	Comment
	243.1	Lateral	Yes	12 /		
	247.4	Root-in-Lateral	Yes	12 /		
	253.4	Junction Box	Yes	/		Main hole

### Observations

Distance	Length	Code	Reversed	Clock Pos.	Severity	Comment
						
253.4	Root		Yes	/		
						

NOTICE OF TORT CLAIM

OKLAHOMA MUNICIPAL ASSURANCE GROUP - MUNICIPAL LIABILITY PROTECTION PLAN

A. CLAIMANT REPORT

To the City of Yukon Public entity you are filing this claim against.

PLEASE PRINT OR TYPE AND SIGN

IMPORTANT NOTICE: The filing of this form with the City Clerk's office is only the initial step in the claim process and does not indicate in any manner the acceptance of responsibility by the City or its related entities.

CLAIMANT(S) Johnny Lynn Hoffman CLAIMANT(S) SC ADDRESS 324 W. Grand Teton Ct CLAIMANT(S) DA Yukon, OK 73099 PHONE: HOME(1-505-324-1111)

- 1. DATE AND TIME OF INCIDENT 5-4-14 11 a.m. (1:30)p.m. for any information requested
2. LOCATION OF INCIDENT 324 W Grand Teton Ct, Yukon, OK 73099
3. DESCRIBE INCIDENT Sewage came out of all Toilets, Bath tubs, + Dish + clothes washer. It flooded my entire floor of my home. The sewage water was running out from under my closed garage door + closed front door + running down the street.

4. LIST ALL PERSONS AND/OR PROPERTY FOR WHICH YOU ARE CLAIMING DAMAGES:

BODILY INJURY: WAS CLAIMANT INJURED? YES NO X If yes, complete this section Describe injury WERE YOU ON THE JOB AT THE TIME OF INJURY? YES NO X If so, please give name, address and phone number of company NAME OF DOCTOR OR HOSPITAL N/A ALL MEDICAL BILLS (attach Copies) \$ LIST OTHER DAMAGES CLAIMED \$ TOTAL BODILY INJURY. . . . . \$

PROPERTY DAMAGE: Proof that you are the owner of the vehicle or property allegedly damaged as specified in your claim will be required. VEHICLE NAME BODY TYPE YEAR NOTE: If damage is to a vehicle, a photocopy of your motor vehicle title is required. IF NOT A VEHICLE, DESCRIBE PROPERTY AND LOSS House was flooded by raw sewage. PROPERTY DAMAGE (Attach repair bills or two estimates) \$ LIST OTHER DAMAGES CLAIMED \$ TOTAL PROPERTY . . . . . \$

5. NAME OF YOUR INSURANCE CO. POLICY NO. AMOUNT CLAIMED AMOUNT RECEIVED Farmers Insurance NOT Covered By Insurance 0

6. The names of any witnesses known to you. Rick Treeman 317 W. Platt Drive, Yukon, OK (405) 388-4660 Name Address Phone Number Kriss Hartman 332 W. Platt Drive, Yukon, OK (602) 615-1199 Name Address Phone Number

STATE THE EXACT AMOUNT OF COMPENSATION YOU WOULD ACCEPT AS FULL SETTLEMENT ON THIS CLAIM. TOTAL CLAIM . . . . . \$ 150,000.00

Signature: Johnny L. Hoffman DATE: 05-15-2014



## Oklahoma Municipal Assurance Group

P.O. Box 691719 • Tulsa, OK 74169 • 918/439-9442 • 800/234-9461 • fax: 918/439-9443 • www.omag.org

June 6, 2014

Ms. Sara Hancock  
City of Yukon  
PO Box 850500  
Yukon, OK 73085-0500

RE:      Member        :      City of Yukon  
         Claimant        :      Johnny Lynn Hoffman  
         Date of Loss    :      5-4-14  
         Claim No.        :      137750-ME

Dear Ms. Hancock:

We have completed our investigation regarding the above referenced claim. It is our recommendation to the City of Yukon that this claim be denied. We find no liability on the City's part regarding this incident.

Under the Governmental Tort Claims Act, 51 Okla. Sec. 157(A), this claim will be deemed denied ninety (90) days after it was received by the City of Yukon. 51 Okla. Stat. Sec. 157 (B) requires any lawsuit under the Act to be commenced within one hundred eighty (180) days after denial of the claim.

Thus to begin the 180-day statute of limitations prior to 8-13-14, you must deny this claim in writing before 8-13-14. For the 180-day period to start running, the claimant **must be notified at the address on the claim within five (5) days of the denial.** To document compliance with the Act, we recommend that you send notice of denial of this claim by certified mail.

Please advise us as soon as possible of any official action taken by you on denial of this claim.

Sincerely,

Mary Ellis, CPCU  
Claims Supervisor



# Oklahoma Municipal Assurance Group

P.O. Box 691719 • Tulsa, OK 74169 • 918/439-9442 • 800/234-9461 • fax: 918/439-9443 • www.omag.org

June 6, 2014

Mr. Johnny Hoffman  
324 W. Grand Teton Ct.  
Yukon, OK 73099

RE:      Member        :      City of Yukon  
         Claimant        :      Johnny Lynn Hoffman  
         Date of Loss    :      5-4-14  
         Claim No.        :      137750-ME

Dear Mr. Hoffman:

As the adjuster for the Oklahoma Municipal Assurance Group, the insurer for the City of Yukon, I am recommending denial of this claim and find no liability on the City's part. Oklahoma law has consistently held that a municipality is not an insurer of its sanitary sewer system. This means that a municipality is not automatically liable for damages to property which result from a sanitary sewer overflow. A municipality may be liable only if it had prior notice of a defect or problem in the sewer line and failed to take appropriate remedial action within a reasonable time before the damage occurred.

Our investigation indicates that the cause of this sewer backup was unknown and the City had no knowledge of this sewer problem prior to the sewer backup at 324 W. Grand Teton Ct., Yukon, Oklahoma.

Therefore, we have determined that the City of Yukon was not negligent in its maintenance of the sanitary sewer line. Accordingly, while we regret the inconvenience and distress involved in the clean up, we do not believe that state law authorizes us to pay for these damages on behalf of the City of Yukon.

Sincerely,

Mary Ellis, CPCU  
Claims Supervisor

cc: City of Yukon ✓



Statement

305 W. Platt Dr. & 317 W. Platt Dr.

05-04-2014

On Sunday, May 4<sup>th</sup>, 2014, I, Jackie Lacefield, received a call from the Police Department about a sewer back up at 313 W. Platt Dr. I went and checked our sewer main but could not find any of the upper manholes. I then called out Steven Green to assist me. When he arrived, we checked the main at the end of the street (down flow). There was hardly any flow so we ran the line from that location at 324 W. Platt Dr. It started to flow after we completed running the line, so we left there to go to another sewer call that I had received. When we arrived at 305 W. Platt Dr., I advised a man that I was going to go check our sewer.

A handwritten signature in black ink that reads "Jackie Lacefield". The signature is written in a cursive style and is positioned above a horizontal line.

Jackie Lacefield



Statement

305 W. Platt Dr. & 317 W. Platt Dr.

05-04-2014

On Sunday, May 4<sup>th</sup>, 2014, I, Steve Green, assisted Jackie Lacefield run a sewer on W. Platt Dr. We ran in from 324 W Platt Dr. to 312 W. Grand Teton Ct. We ran the line in about 15 feet to the location of the problem. When we left, the city line was flowing properly.

A handwritten signature in cursive script that reads "Steven Green". The signature is written in black ink and is positioned above a solid horizontal line.

Steven Green



## COLLECTION LINE CLEANING REPORT

CALL RECEIVED FROM: PD Type of Call: CM

Date: 05/04/2014 Time: 12:30 pm Task Completed Blockage Removal

ADDRESS OF CALL: 313 W Platt

ENTRY MH ADDRESS: 324 W Platt Line ID# SS 29-4053 DS

Direction: East Line Size: 8 Inch Weather Conditions: Dry

Distance to problem: 50 FT Total footage of task: 50 FT

CAUSE OF STOPPAGE: Unknown

Time of Blockage removed: 1:00 pm BYPASS: No AREA SANITIZED: No

Follow-up with Camera: No Camera Notes: \_\_\_\_\_

PERSONNEL ON JOB: J Lacefield S Green

**NOTES:**

Ran the line good flow when we left  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## COLLECTION LINE CLEANING REPORT

CALL RECEIVED FROM: Nick Ramsey Type of Call: PM

Date: 05/07/2014 Time: 7:00 am Task Completed Camera Prep

ADDRESS OF CALL: 324 W Platt Dr

ENTRY MH ADDRESS: 324 W Platt Dr Line ID# SS 20-4053 DS

Direction: East Line Size: 8 Inch Weather Conditions: Dry

Distance to problem: 400ft Total footage of task: 400ft

CAUSE OF STOPPAGE: Roots

Time of Blockage removed: 11:30 am BYPASS: No AREA SANITIZED: No

Follow-up with Camera: Yes Camera Notes: \_\_\_\_\_

PERSONNEL ON JOB: J Lacefield, M Reed, N Ramsey, S Green, J Jones,

**NOTES:**

Ran sewer with root cutter, to prep for camera truck

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# INCIDENT ACTIVITY REPORT FOR COST RECOVERY

TYPE OR PRINT LEGIBLE

Incident Type:		Incident Date:		Incident #:		Unit Responded to:	
work order		5-6-14				city wide	
Employee #:	Employee Name:		Committed to Incident:		Returned to Reg Duty:		Total Hours
	Last	First	Date	Time	Date	Time out	
	Flood	Bill	5-6	1pm	5-6	5pm	4
	Jones	Jamie	5-6	1pm	5-6	5pm	4
Vehicle / Equip Type:	Vehicle / Equip Unit Number:	Beginning Mileage:	Ending Mileage:	Vehicle / Equipment		FEMA Cost Code	
				Total Miles:	Total Hours:		
C-30	201-12-9546	18,927	18,953	26	1		

Describe Incident Activities / Additional Assignment Information:	
checked clean out @ 305 platf checked leak @ 512 meadow Run IT also	
Raised meter cas @ 512 meadow Run IT, device out area that was being prep	
For sub for work.	

Supervisor Signature:





**INCIDENT ACTIVITY REPORT**  
**FOR COST RECOVERY**  
 TYPE OR PRINT LEGIBLE

29-4053

Incident Type:		Employee Name:		Incident Date:	Incident #:	Unit Responded to:				
sewer call		Steve Jackie		5-4-14		313 W. Platt				
Employee #:	Last	First	Title/Rank:	Committed to Incident:		Returned to Reg Duty:		Incident Time:		Total Hours
				Date	Time	Date	Time out	Reg hrs	OT hrs	
	Gleen	Steve		5-4	12:40 P	5-4	1:15 P	35 min		35 min
	Jacefield	Jackie		5-4	12:30 P	5-4	1:15 P	45 min		45 min

Vehicle / Equip Type:	Vehicle / Equip Unit Number:	Beginning Mileage:	Ending Mileage:	Vehicle / Equipment Total Miles:	Vehicle / Equipment Total Hours:	FEMA Cost Code
Vac Car	201-02-9081	27950	27954	04	0	
					0	
					0	
					0	
					0	

Describe Incident Activities / Additional Assignment Information:  
 313 W. Platt having problems, ran line from 324 W. Platt  
 city line flowing

Supervisor Signature: Richard [Signature]



# INCIDENT ACTIVITY REPORT FOR COST RECOVERY

TYPE OR PRINT LEGIBLE

Incident Type: <i>Senior call</i>	Incident Date: <i>5-7-14</i>	Incident #:	Unit Responded to: <i>324 - Plat 4</i>
--------------------------------------	---------------------------------	-------------	---

Employee #:	Employee Name:		Committed to Incident:		Returned to Reg Duty:		Incident Time:		Total Hours
	Last	First	Date	Time	Date	Time out	Reg hrs	OT hrs	
	<i>Hood</i>	<i>Bill</i>	<i>5-7</i>	<i>10a</i>	<i>5-7</i>	<i>12p</i>	<i>2</i>		<i>2</i>
	<i>Jones</i>	<i>Jane</i>	<i>5-7</i>	<i>10a</i>	<i>5-7</i>	<i>12p</i>	<i>2</i>		<i>2</i>
	<i>Lacefield</i>	<i>Jodie</i>	<i>"</i>	<i>"</i>	<i>"</i>	<i>"</i>	<i>2</i>		<i>2</i>
	<i>Reed</i>	<i>Michelle</i>	<i>"</i>	<i>"</i>	<i>"</i>	<i>"</i>	<i>2</i>		<i>2</i>

Vehicle / Equip Type:	Vehicle / Equip Unit Number:	Beginning Mileage:		Ending Mileage:		Vehicle / Equipment Total Miles:		Vehicle / Equipment Total Hours:		FEMA Cost Code
		Mileage:	Mileage:	Total Miles:	Total Miles:	Total Hours:	Total Hours:			
<i>Van Car</i>	<i>02-02-9081</i>	<i>27,976</i>	<i>27,981</i>	<i>5</i>	<i>0</i>	<i>5</i>	<i>0</i>	<i>1</i>		
<i>Van/Box Truck</i>	<i>21-267-887</i>	<i>20042</i>	<i>20048</i>	<i>6</i>	<i>0</i>	<i>6</i>	<i>0</i>	<i>1</i>		
					<i>0</i>		<i>0</i>			
					<i>0</i>		<i>0</i>			
					<i>0</i>		<i>0</i>			

Describe Incident Activities / Additional Assignment Information: *and*

*Row seen with chain cutter. also camera ~~in~~ IN AWC*

Supervisor Signature: *[Signature]*



# INCIDENT ACTIVITY REPORT FOR COST RECOVERY

TYPE OR PRINT LEGIBLE

Incident Type: <i>Ran Sewer</i>	Incident Date: <i>5/7/14</i>	Incident #: <i>324</i>	Unit Responded to: <i>Platt 4</i>
------------------------------------	---------------------------------	---------------------------	--------------------------------------

Employee #:	Employee Name:		Employee		Committed to Incident:		Returned to Reg Duty:		Incident Time:		Total Hours
	Last	First	Title/Rank:	Date	Time	Date	Time out	Reg hrs	OT hrs		
	<i>Reed</i>	<i>Mitchell</i>		<i>5/7/14</i>	<i>7:00</i>	<i>5/7/14</i>	<i>12:00</i>				<i>3</i>
	<i>Carefield</i>	<i>Jacobs</i>									

Vehicle / Equip Type:	Vehicle / Equip Unit Number:	Beginning Mileage:	Ending Mileage:	Vehicle / Equipment		FEMA Cost Code
				Total Miles:	Total Hours:	
<i>Flush truck</i>	<i>201 2002 9081</i>	<i>27969</i>	<i>27976</i>	<i>0</i>		
<i>F350</i>	<i>201 2009 3556</i>	<i>45162</i>	<i>45179</i>	<i>17</i>	<i>7</i>	
				<i>0</i>		
				<i>0</i>		
				<i>0</i>		

Describe Incident Activities / Additional Assignment Information:

*Cost fuel/water. Ran sewer at 324 w Platt drive.*

Supervisor Signature: \_\_\_\_\_

City of Yukon  
 Public works  
 904 Industrail Dr  
 Yukon, Okla 73099  
 405-354-2121



## Observations by Inspections

### SITE DATA

Mainline ID:	City:	Address			
SS29-4054	Yukon	324 W Platt			
Upstream node:	Downstream node:	Pipe type	Pipe shape:	Pipe height:	Pipe width:
SS29-4052	SS29-4053	Clay	Circular	8	8

### INSPECTION DATA

	Scheduled date:	Start date/time	End date/time:
	5/7/2014 9:49:26 AM	5/7/2014 9:49:47 AM	5/7/2014 9:53:13 AM
Surveyed footage:	Status:	Operator:	Work order no :
10.3	Stopped	Jackie Lacefield	
Reason:	Weather:	Condition:	
Assessment	Dry	Cleaned	
Comments			

### OBSERVATIONS

Footage	Rev.	Length	Clock From	Clock To	Code	Modifiers/Severity	Rating
6.0	Yes				START AGAINST FLOW		
10.3	Yes		12	12	Root-in-Joint		
10.3	Yes				STOP		

City of Yukon  
 Public works  
 904 Industrial Dr  
 Yukon, Okla 73099  
 405-354-2121



## Observation Report with Still Images

Mainline ID: SS29-4054      Project Name: SS29      Start date/time: 5/7/2014 9:49:47 AM      Weather: Dry      Operator: Jackie Lacefield

Upstream node: SS29-4052      Depth US:      Downstream node: SS29-4053      Depth DS:      Asset length:      Extra:

Comments

### Observations

Distance	Length	Code	Reversed	Clock Pos.	Severity	Comment
6.0		START AGAINST FLOW	Yes	/		
10.3		Root-in-Joint	Yes	12 / 12		
						
10.3		STOP	Yes	/		

City of Yukon  
 Public works  
 904 Industrial Dr  
 Yukon, Okla 73099  
 405-354-2121



## Observations by Inspections

### SITE DATA

Mainline ID	City:	Address:			
SS29-4054	Yukon	324 W Platt			
Upstream node:	Downstream node:	Pipe type:	Pipe shape:	Pipe height:	Pipe width:
SS29-4052	SS29-4053	Clay	Circular	8	8

### INSPECTION DATA

	Scheduled date	Start date/time	End date/time:
	5/7/2014 11:10:59 AM	5/7/2014 11:11:19 AM	5/7/2014 11:31:15 AM
Surveyed footage:	Status:	Operator:	Work order no :
253.4	Stopped	Jackie Lacefield	
Reason:	Weather:	Condition:	
Assessment	Dry	Cleaned	
Comments			

### OBSERVATIONS

Footage	Rev.	Length	Clock From	Clock To	Code	Modifiers/Severity	Rating
6.0	Yes				START AGAINST FLOW		
6.7	Yes				STOP		
12.8	Yes		12	7	Broken		
24.7	Yes		12		Lateral		
32.3	Yes		12		Lateral		
110.2	Yes		12		Lateral		
119.2	Yes		12		Root-in-Lateral		
185.2	Yes		12		Lateral		
192.5	Yes		12		Lateral		
208.4	Yes		7	12	Broken		
240.0	Yes		12		Lateral Abandoned - Unsealed		
243.1	Yes		12		Lateral		
247.4	Yes		12		Root-in-Lateral		

City of Yukon  
Public works  
904 Industrial Dr  
Yukon, Okla 73099  
405-354-2121



## OBSERVATIONS

Footage	Rev.	Length	Clock From	Clock To	Code	Modifiers/Severity	Rating
253.4	Yes				Junction Box		
253.4	Yes				Root		

City of Yukon  
 Public works  
 904 Industrail Dr  
 Yukon, Okla 73099  
 405-354-2121



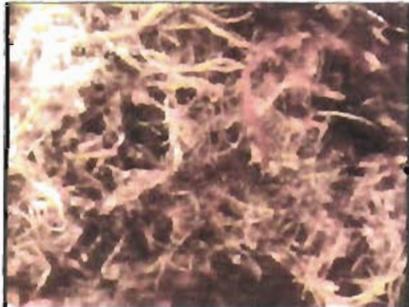
## Observation Report with Still Images

Mainline ID: SS29-4054	Project Name: SS29	Start date/time: 5/7/2014 11:11:19 AM	Weather: Dry	Operator: Jackie Lacefield
Upstream node: SS29-4052	Depth US:	Downstream node: SS29-4053	Depth DS:	Asset length:
Extra:				

Comments

### Observations

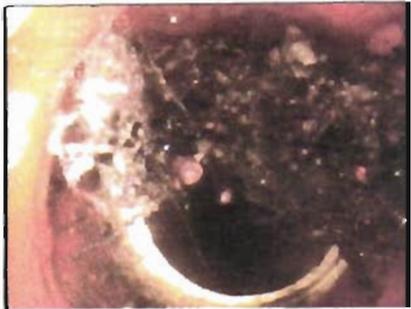
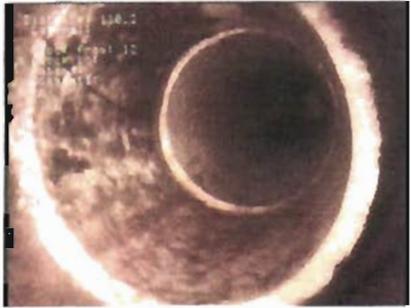
Distance	Length	Code	Reversed	Clock Pos.	Severity	Comment
6.0		START AGAINST FLOW	Yes	/		
6.7		STOP	Yes	/		
12.8		Broken	Yes	12 / 7		



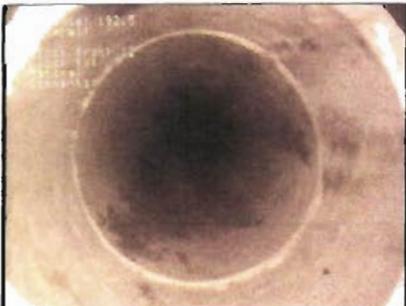
24.7	Lateral	Yes	12 /
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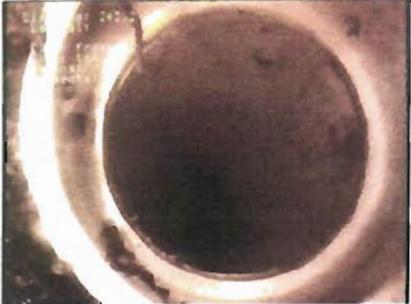
### Observations

Distance	Length	Code	Reversed	Clock Pos.	Severity	Comment
32.3		Lateral	Yes	12 /		
						
110.2		Lateral	Yes	12 /		
						
119.2		Root-in-Lateral	Yes	12 /		
						
185.2		Lateral	Yes	12 /		

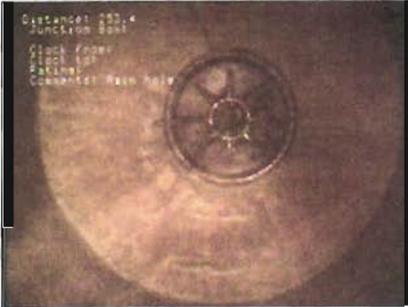
### Observations

Distance	Length	Code	Reversed	Clock Pos.	Severity	Comment
	192.5	Lateral	Yes	12 /		
	208.4	Broken	Yes	7 / 12		
	240.0	Lateral Abandoned - Unsealed	Yes	12 /		

### Observations

Distance	Length	Code	Reversed	Clock Pos.	Severity	Comment
	243.1	Lateral	Yes	12 /		
	247.4	Root-in-Lateral	Yes	12 /		
	253.4	Junction Box	Yes	/		Main hole

### Observations

Distance	Length	Code	Reversed	Clock Pos.	Severity	Comment
						
253.4	Root		Yes	/		
						

NOTICE OF TORT CLAIM

OKLAHOMA MUNICIPAL ASSURANCE GROUP - MUNICIPAL LIABILITY PROTECTION PLAN

A. CLAIMANT REPORT

To the City of Yukon Public entity you are filing this claim against.

PLEASE PRINT OR TYPE AND SIGN

IMPORTANT NOTICE: The filing of this form with the City Clerk's office is only the initial step in the claim process and does not indicate in any manner the acceptance of responsibility by the City or its related entities.

CLAIMANT(S) Meredith Smith CLAIMANT(S) S ADDRESS 313 W. Platt Yukon, OK 73099 CLAIMANT(S) D. PHONE: HOME( )

- 1. DATE AND TIME OF INCIDENT 05/01/2014 (12:00 p.m.)
2. LOCATION OF INCIDENT 313 W Platt Yukon, OK 73099
3. DESCRIBE INCIDENT Raw, untreated sewage started coming up through the 2 toilets in my house, my shower, my bathtub, and my A.C. condensation pipe in my garage. My hall bathroom and master bathroom and garage were flooded with raw, in.

BODILY INJURY: WAS CLAIMANT INJURED? YES NO X If yes, complete this section. Describe injury. WERE YOU ON THE JOB AT THE TIME OF INJURY? YES NO If so, please give name, address and phone number of company. NAME OF DOCTOR OR HOSPITAL. ALL MEDICAL BILLS (attach Copies) \$ LIST OTHER DAMAGES CLAIMED \$ TOTAL BODILY INJURY \$

PROPERTY DAMAGE: Proof that you are the owner of the vehicle or property allegedly damaged as specified in your claim will be required. VEHICLE NAME BODY TYPE YEAR. NOTE: If damage is to a vehicle, a photocopy of your motor vehicle title is required. IF NOT A VEHICLE, DESCRIBE PROPERTY AND LOSS. PROPERTY DAMAGE (Attach repair bills or two estimates) \$ LIST OTHER DAMAGES CLAIMED \$ TOTAL PROPERTY \$

Table with 4 columns: NAME OF YOUR INSURANCE CO., POLICY NO., AMOUNT CLAIMED, AMOUNT RECEIVED.

6. The names of any witnesses known to you. Whitney Smith 313 W Platt Yukon, OK 73099 326-8035 Rick Treeman 317 W Platt Yukon, OK 73099 388-4660

STATE THE EXACT AMOUNT OF COMPENSATION YOU WOULD ACCEPT AS FULL SETTLEMENT ON THIS CLAIM. TOTAL CLAIM \$45,000.00 SIGNATURE(S) Meredith Smith DATE 6/2/2014



# Oklahoma Municipal Assurance Group

3650 S. Boulevard • Edmond, OK 73013-5581 • 405/657-1400 • 800/234-9461 • fax: 405/657-1401 • www.omag.org

July 1, 2014

Ms. Sara Hancock  
City of Yukon  
PO Box 850500  
Yukon, OK 73085-0500

Re: Member : City of Yukon  
Claimant : Meredith Smith  
Date of Loss : 5-4-14  
Claim No. : 138188-ME

Dear Ms. Hancock:

We have completed our investigation regarding the above referenced claim. It is our recommendation to the City of Yukon that this claim be denied. We find no liability on the City's part, regarding this incident.

Under the Governmental Tort Claims Act, 51 Okla. Sec 157(A), this claim will be deemed denied ninety (90) days after it was received by City of Yukon or on 8-31-14. 51 Okla. Stat. Sec 157 (B) requires any lawsuit under the Act to be commenced within one hundred eighty (180) days after denial of the claim.

Thus to begin the 180-day statute of limitations prior to 8-31-14 we suggest you docket this claim for denial at the next meeting of your municipal governing body. **For the 180-day period to start running, the claimant must be notified in writing at the address on the claim within five (5) days of the denial.** To document compliance with the Act, we recommend that you send notice of denial of the claim by certified mail.

Please advise us as soon as possible of any official action taken by the municipal governing body on denial of this claim.

Sincerely,

Mary Ellis, CPCU  
Claims Supervisor

Enclosure



## Oklahoma Municipal Assurance Group

3650 S. Boulevard • Edmond, OK 73013-5581 • 405/657-1400 • 800/234-9461 • fax: 405/657-1401 • www.omag.org

July 1, 2014

Ms. Meredith Smith  
313 W. Platt  
Yukon, OK 73099

RE: Member : City of Yukon  
Claimant : Meredith Smith  
Date of Loss : 5-4-14  
Claim No. : 138188-ME

Dear Ms. Smith:

As the adjuster for the Oklahoma Municipal Assurance Group, the insurer for the City of Yukon, we are recommending denial of this claim and find no liability on the City's part.

Oklahoma law has consistently held that a municipality is not an insurer of its sanitary sewer system. This means that a municipality is not automatically liable for damages to property which result from a sewage backup. A municipality may be liable only if it had prior notice of a defect or problem in the sewer line and failed to take appropriate remedial action within a reasonable time before the damage occurred.

Our investigation indicates that the cause of this sewer backup was unknown and the City had no notice of this problem prior to the sewer backup at 313 W. Platt, Yukon, Oklahoma.

Therefore, we have determined that the City of Yukon was not negligent in its maintenance of the sanitary sewer line. Accordingly, while we regret the inconvenience and distress involved in the clean up, we do not believe that state law authorizes us to pay for these damages on behalf of the City of Yukon.

Sincerely,

Mary Ellis, CPCU  
Claims Supervisor

cc: City of Yukon ✓

**OKLAHOMA MUNICIPAL ASSURANCE GROUP  
SEWER BACKUP QUESTIONNAIRE**

CLAIMANT: Meredith Smith  
 ADDRESS: 313 West Platt, Yukon OK 73099  
 DATE OF LOSS: May 4, 2014  
 CLAIM NUMBER: 138188-ME  
 LOCATION OF BACKUP: Home - above address

*Instructions: Please complete this questionnaire and attach or identify any supporting documentation. Use back if additional space is required for a response.*

1. Are records available of the rainfall in the area preceding the subject sewer?  
 Yes  No . If yes, specify the amount of rainfall for each time period to the backup:  
 24 hrs. , 48 hrs. , 72 hrs. .

2. Were you able to determine the cause of the sewer backup? Yes  No   
 (a) infiltration or inflow;  
 (b) a foreign object, e.g., roots  
 (c) sewer line or refuse introduced into the line; or  
 (d) other cause

Please explain specifically what was found and identify any person(s) with personal knowledge of the findings.

3. Have there been previous blockages or backups in this line or within 300 feet of this address in the last 5 years preceding the subject backup? Yes  No . If yes, specify:

(a) when? \_\_\_\_\_

(b) where on the line? \_\_\_\_\_

(c) what was determined to be the cause? \_\_\_\_\_

4. Have the claimants or other occupants at this address given any other notice to the municipality of a sewer backup problem in the past 5 years? Yes  No . If yes, when and how was it documented?

5. Does the municipality have a regular maintenance program of cleaning, jetting, or rodding the sewer line that serves this address? Yes  No . If yes, on what date(s) and in what manner was this done in the six months prior to this claim?

6. What is the size and age of the sewer line in which the backup occurred? Size 8",  
 Age 41 yrs.

- 7. Is the sewer line sufficient for the current load? (e.g., if a 6" line was sufficient in 1940, is it sufficient today where greater number of homes or businesses may have been added to capacity of the line)? Yes  No .
- 8. Did the claimant have a relief or check valve on his private line? Yes  No . If yes, when was it installed?
- 9. Does the municipality have any ordinances, contracts, or regulations which may relate to the consideration of this claim? Yes  No . If yes, attach a copy of the pertinent document.
- 10. If this backup was due to grease in the line, does the municipality have a grease trap ordinance? Yes  No . If yes, how was it enforced?
- 11. Are there any other parties that have an interest in the subject property? Yes  No . If yes, specify whether the person(s) is a landlord, property owner, spouse, business partner or other occupant.
- 12. Does the City maintain records, work orders or any other documents regarding the subject of sewer backup? Yes  No . If so, please attach legible copies of all records.
- 13. Is the sewer system maintained and operated by some one other than the city? Yes  No . If so, please provide copy of the contract with the third party contractor.
- 14. Had the line involved been jet rodded or cleaned in any other manner in the 72-hour period before the backup occurred? Yes  No .
- 15. Please provide any additional information relevant to this claim.

*Richard Lanning*  
 Signed by

*Water Service Superintendent*  
 Position

*6/23/2014*  
 Date

*(405) 350-7698*  
 Phone Number

RETURN TO:  
 Oklahoma Municipal Assur. Group  
 3650 South Blvd.  
 Edmond, Ok 73013  
 Phone: (405) 657-1400  
 Fax: (405) 657-1401



Statement

313 W. Platt Dr.

05-04-2014

On Sunday, May 4<sup>th</sup>, 2014, I, Steve Green, assisted Jackie Lacefield run a sewer on W. Platt Dr. We ran in from 324 W Platt Dr. to 312 W. Grand Teton Ct. We ran the line in about 15 feet to the location of the problem. When we left, the city line was flowing properly.

A handwritten signature in cursive script that reads "Steven Green". The signature is written in black ink and is positioned above a horizontal line.

Steven Green



WATER-WASTEWATER

Statement

313 W Platt Dr

05-04-2014

On Sunday, May 4<sup>th</sup>, 2014, I, Jackie Lacefield, received a call from the Police Department about a sewer backup at 313 W. Platt Dr. I went and checked our sewer main but could not find any of the upper manholes. I then called out Steven Green to assist me. When he arrived, we checked the main at the end of the street (down flow). There was hardly any flow so we ran the line from that location at 324 W. Platt Dr. It started to flow after we completed running the line, so we left there to go to another sewer call that I had received. When we arrived at 305 W. Platt Dr., I advised a man that I was going to go check our sewer.



Jackie Lacefield



Statement

305 W. Platt Dr. & 317 W. Platt Dr.

05-04-2014

On Sunday, May 4<sup>th</sup>, 2014, I, Jackie Lacefield, received a call from the Police Department about a sewer back up at 313 W. Platt Dr. I went and checked our sewer main but could not find any of the upper manholes. I then called out Steven Green to assist me. When he arrived, we checked the main at the end of the street (down flow). There was hardly any flow so we ran the line from that location at 324 W. Platt Dr. It started to flow after we completed running the line, so we left there to go to another sewer call that I had received. When we arrived at 305 W. Platt Dr., I advised a man that I was going to go check our sewer.

A handwritten signature in black ink that reads "Jackie Lacefield". The signature is written in a cursive style and is positioned above a horizontal line.

Jackie Lacefield



Statement

305 W. Platt Dr. & 317 W. Platt Dr.

05-04-2014

On Sunday, May 4<sup>th</sup>, 2014, I, Steve Green, assisted Jackie Lacefield run a sewer on W. Platt Dr. We ran in from 324 W Platt Dr. to 312 W. Grand Teton Ct. We ran the line in about 15 feet to the location of the problem. When we left, the city line was flowing properly.

A handwritten signature in black ink that reads "Steven Green". The signature is written in a cursive style and is positioned above a solid horizontal line.

Steven Green



## COLLECTION LINE CLEANING REPORT

CALL RECEIVED FROM: PD Type of Call: CM

Date: 05/04/2014 Time: 12:30 pm Task Completed Blockage Removal

ADDRESS OF CALL: 313 W Platt

ENTRY MH ADDRESS: 324 W Platt Line ID# SS 29-4053 DS

Direction: East Line Size: 8 Inch Weather Conditions: Dry

Distance to problem: 50 FT Total footage of task: 50 FT

CAUSE OF STOPPAGE: Unknown

Time of Blockage removed: 1:00 pm BYPASS: No AREA SANITIZED: No

Follow-up with Camera: No Camera Notes: \_\_\_\_\_

PERSONNEL ON JOB: J Lacefield S Green

**NOTES:**

Ran the line good flow when we left  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## COLLECTION LINE CLEANING REPORT

CALL RECEIVED FROM: Nick Ramsey Type of Call: PM

Date: 05/07/2014 Time: 7:00 am Task Completed Camera Prep

ADDRESS OF CALL: 324 W Platt Dr

ENTRY MH ADDRESS: 324 W Platt Dr Line ID# SS 20-4053 DS

Direction: East Line Size: 8 Inch Weather Conditions: Dry

Distance to problem: 400ft Total footage of task: 400ft

CAUSE OF STOPPAGE: Roots

Time of Blockage removed: 11:30 am BYPASS: No AREA SANITIZED: No

Follow-up with Camera: Yes Camera Notes: \_\_\_\_\_

PERSONNEL ON JOB: J Lacefield, M Reed, N Ramsey, S Green, J Jones,

**NOTES:**

Ran sewer with root cutter, to prep for camera truck  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# INCIDENT ACTIVITY REPORT FOR COST RECOVERY

TYPE OR PRINT LEGIBLE

Incident Type:		Incident Date:		Incident #:		Unit Responded to:			
work order		5-6-14				city wide			
Employee #:	Employee Name:		Committed to Incident:		Returned to Reg Duty:		Incident Time:		Total Hours
	Last	First	Date	Time	Date	Time out	Reg hrs	OT hrs	
	Flood	Bill	5-6	1pm	5-6	5pm	4		4
	Jones	Jamie	5-6	1pm	5-6	5pm	4		4
Vehicle / Equip Type:	Vehicle / Equip Unit Number:	Beginning Mileage:	Ending Mileage:	Vehicle / Equipment		Vehicle / Equipment		FEMA Cost Code	
				Total Miles:	Total Hours:	Total Miles:	Total Hours:		
C-30	201-12-9546	18,927	18,953	26	0	0	1		
					0				
					0				
					0				
					0				

Describe Incident Activities / Additional Assignment Information:

checked clean out @ 305 platf checked leak @ 512 meadow Run IT also

Raised water cur @ 512 meadow Run IT, device out area that was being prep

For soil for mud.

Supervisor Signature:





# INCIDENT ACTIVITY REPORT

## FOR COST RECOVERY

TYPE OR PRINT LEGIBLE

29-4053

Incident Type:		Employee Name:		Incident Date:		Incident #:		Unit Responded to:		
sewer call		Steve Jackie		5-4-14				313 W. Platt		
Employee #:	Last	First	Title/Rank:	Date	Time	Date	Time out	Reg hrs	OT hrs	Total Hours
	Gleen	Steve		5-4	12:40 P	5-4	1:15 P	35 min		35 min
	Jacefield	Jackie		5-4	12:30 P	5-4	1:15 P	45 min		45 min

Vehicle / Equip Type:	Vehicle / Equip Unit Number:	Beginning Mileage:	Ending Mileage:	Vehicle / Equipment Total Miles:	Vehicle / Equipment Total Hours:	FEMA Cost Code
Vac Car	201-02-9081	27950	27954	04	0	
					0	
					0	
					0	
					0	

Describe Incident Activities / Additional Assignment Information:

313 W. Platt having problems, ran line from 324 W. Platt City line flowing

Supervisor Signature: Richard [Signature]



# INCIDENT ACTIVITY REPORT FOR COST RECOVERY

TYPE OR PRINT LEGIBLE

Incident Type: <i>Senior call</i>	Incident Date: <i>5-7-14</i>	Incident #:	Unit Responded to: <i>324 - Plat 4</i>
--------------------------------------	---------------------------------	-------------	---

Employee #:	Employee Name:		Committed to Incident:		Returned to Reg Duty:		Incident Time:		Total Hours
	Last	First	Date	Time	Date	Time out	Reg hrs	OT hrs	
	<i>Hood</i>	<i>Bill</i>	<i>5-7</i>	<i>10a</i>	<i>5-7</i>	<i>12p</i>	<i>2</i>		<i>2</i>
	<i>Jones</i>	<i>Jane</i>	<i>5-7</i>	<i>10a</i>	<i>5-7</i>	<i>12p</i>	<i>2</i>		<i>2</i>
	<i>Lacefield</i>	<i>Jodie</i>	<i>"</i>	<i>"</i>	<i>"</i>	<i>"</i>	<i>2</i>		<i>2</i>
	<i>Reed</i>	<i>Michelle</i>	<i>"</i>	<i>"</i>	<i>"</i>	<i>"</i>	<i>2</i>		<i>2</i>

Vehicle / Equip Type:	Vehicle / Equip Unit Number:	Beginning Mileage:		Ending Mileage:		Vehicle / Equipment Total Miles:		Vehicle / Equipment Total Hours:		FEMA Cost Code
		Mileage:	Mileage:	Mileage:	Mileage:	Total Miles:	Total Hours:			
<i>Van Car</i>	<i>02-02-9081</i>	<i>27,976</i>	<i>27,981</i>	<i>0</i>	<i>5</i>	<i>5</i>	<i>0</i>	<i>1</i>		
<i>Van Box Truck</i>	<i>21-267-887</i>	<i>20042</i>	<i>20048</i>	<i>0</i>	<i>6</i>	<i>6</i>	<i>0</i>	<i>1</i>		
				<i>0</i>			<i>0</i>			
				<i>0</i>			<i>0</i>			
				<i>0</i>			<i>0</i>			

Describe Incident Activities / Additional Assignment Information: *and*

*Row seen with chain cutter. also camera ~~in~~ IN AWC*

Supervisor Signature: *[Signature]*



# INCIDENT ACTIVITY REPORT FOR COST RECOVERY

TYPE OR PRINT LEGIBLE

Incident Type: <i>Ran Sewer</i>	Incident Date: <i>5/7/14</i>	Incident #: <i>324</i>	Unit Responded to: <i>Platt 4</i>
------------------------------------	---------------------------------	---------------------------	--------------------------------------

Employee #:	Employee Name:		Employee		Committed to Incident:		Returned to Reg Duty:		Incident Time:		Total Hours
	Last	First	Title/Rank:	Date	Time	Date	Time out	Reg hrs	OT hrs		
	<i>Reed</i>	<i>Mitchell</i>		<i>5/7/14</i>	<i>7:00</i>	<i>5/7/14</i>	<i>10:00</i>				<i>3</i>
	<i>Carefield</i>	<i>Jacobs</i>									

Vehicle / Equip Type:	Vehicle / Equip Unit Number:	Beginning Mileage:	Ending Mileage:	Vehicle / Equipment		FEMA Cost Code
				Total Miles:	Total Hours:	
<i>Flush truck</i>	<i>201 2002 9081</i>	<i>27969</i>	<i>27976</i>	<i>0</i>		
<i>F350</i>	<i>201 2009 3556</i>	<i>45162</i>	<i>45179</i>	<i>17</i>	<i>7</i>	
				<i>0</i>		
				<i>0</i>		
				<i>0</i>		

Describe Incident Activities / Additional Assignment Information:

*Cost fuel/water. Ran sewer at 324 w Platt drive.*

Supervisor Signature: \_\_\_\_\_

*Richard King*

City of Yukon  
 Public works  
 904 Industrail Dr  
 Yukon, Okla 73099  
 405-354-2121



## Observations by Inspections

### SITE DATA

Mainline ID:	City:	Address			
SS29-4054	Yukon	324 W Platt			
Upstream node:	Downstream node:	Pipe type	Pipe shape:	Pipe height:	Pipe width:
SS29-4052	SS29-4053	Clay	Circular	8	8

### INSPECTION DATA

	Scheduled date:	Start date/time	End date/time:
	5/7/2014 9:49:26 AM	5/7/2014 9:49:47 AM	5/7/2014 9:53:13 AM
Surveyed footage:	Status:	Operator:	Work order no :
10.3	Stopped	Jackie Lacefield	
Reason:	Weather:	Condition:	
Assessment	Dry	Cleaned	
Comments			

### OBSERVATIONS

Footage	Rev.	Length	Clock From	Clock To	Code	Modifiers/Severity	Rating
6.0	Yes				START AGAINST FLOW		
10.3	Yes		12	12	Root-in-Joint		
10.3	Yes				STOP		

City of Yukon  
 Public works  
 904 Industrial Dr  
 Yukon, Okla 73099  
 405-354-2121



## Observation Report with Still Images

Mainline ID: SS29-4054      Project Name: SS29      Start date/time: 5/7/2014 9:49:47 AM      Weather: Dry      Operator: Jackie Lacefield

Upstream node: SS29-4052      Depth US:      Downstream node: SS29-4053      Depth DS:      Asset length:      Extra:

Comments

### Observations

Distance	Length	Code	Reversed	Clock Pos.	Severity	Comment
6.0		START AGAINST FLOW	Yes	/		
10.3		Root-in-Joint	Yes	12 / 12		
						
10.3		STOP	Yes	/		

City of Yukon  
 Public works  
 904 Industrial Dr  
 Yukon, Okla 73099  
 405-354-2121



## Observations by Inspections

### SITE DATA

Mainline ID	City:	Address:			
SS29-4054	Yukon	324 W Platt			
Upstream node:	Downstream node:	Pipe type:	Pipe shape:	Pipe height:	Pipe width:
SS29-4052	SS29-4053	Clay	Circular	8	8

### INSPECTION DATA

	Scheduled date	Start date/time	End date/time:
	5/7/2014 11:10:59 AM	5/7/2014 11:11:19 AM	5/7/2014 11:31:15 AM
Surveyed footage:	Status:	Operator:	Work order no.:
253.4	Stopped	Jackie Lacefield	
Reason:	Weather:	Condition:	
Assessment	Dry	Cleaned	
Comments			

### OBSERVATIONS

Footage	Rev.	Length	Clock From	Clock To	Code	Modifiers/Severity	Rating
6.0	Yes				START AGAINST FLOW		
6.7	Yes				STOP		
12.8	Yes		12	7	Broken		
24.7	Yes		12		Lateral		
32.3	Yes		12		Lateral		
110.2	Yes		12		Lateral		
119.2	Yes		12		Root-in-Lateral		
185.2	Yes		12		Lateral		
192.5	Yes		12		Lateral		
208.4	Yes		7	12	Broken		
240.0	Yes		12		Lateral Abandoned - Unsealed		
243.1	Yes		12		Lateral		
247.4	Yes		12		Root-in-Lateral		

City of Yukon  
Public works  
904 Industrial Dr  
Yukon, Okla 73099  
405-354-2121



## OBSERVATIONS

Footage	Rev.	Length	Clock From	Clock To	Code	Modifiers/Severity	Rating
253.4	Yes				Junction Box		
253.4	Yes				Root		

City of Yukon  
 Public works  
 904 Industrail Dr  
 Yukon, Okla 73099  
 405-354-2121



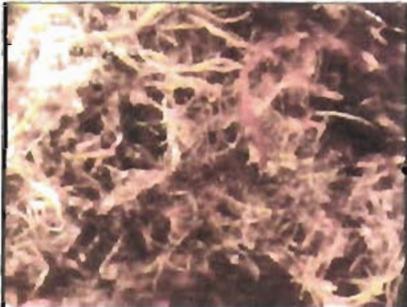
## Observation Report with Still Images

Mainline ID: SS29-4054	Project Name: SS29	Start date/time: 5/7/2014 11:11:19 AM	Weather: Dry	Operator Jackie Lacefield
Upstream node: SS29-4052	Depth US:	Downstream node: SS29-4053	Depth DS:	Asset length:
Extra:				

Comments

### Observations

Distance	Length	Code	Reversed	Clock Pos.	Severity	Comment
6.0		START AGAINST FLOW	Yes	/		
6.7		STOP	Yes	/		
12.8		Broken	Yes	12 / 7		



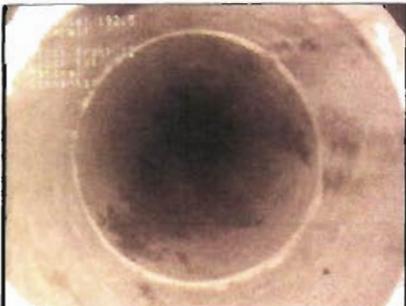
24.7	Lateral	Yes	12 /
------	---------	-----	------



### Observations

Distance	Length	Code	Reversed	Clock Pos.	Severity	Comment
32.3		Lateral	Yes	12 /		
110.2		Lateral	Yes	12 /		
119.2		Root-in-Lateral	Yes	12 /		
185.2		Lateral	Yes	12 /		

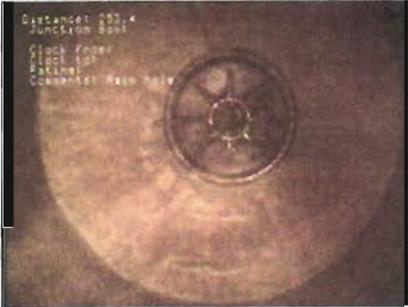
### Observations

Distance	Length	Code	Reversed	Clock Pos.	Severity	Comment
	192.5	Lateral	Yes	12 /		
	208.4	Broken	Yes	7 / 12		
	240.0	Lateral Abandoned - Unsealed	Yes	12 /		

### Observations

Distance	Length	Code	Reversed	Clock Pos.	Severity	Comment
						
243.1		Lateral	Yes	12 /		
						
247.4		Root-in-Lateral	Yes	12 /		
						
253.4		Junction Box	Yes	/		Main hole

### Observations

Distance	Length	Code	Reversed	Clock Pos.	Severity	Comment
						
253.4	Root		Yes	/		
						



# Minutes

## THE TRAFFIC AND TRANSPORTATION COMMISSION

THE TRAFFIC AND TRANSPORTATION COMMISSION MET IN REGULAR SESSION ON **JUNE 10, 2014** AT THE CENTENNIAL BUILDING IN THE CITY COUNCIL CONFERENCE ROOM. THE MEETING WAS HELD AT 6:30 PM.

**INVOCATION:** James Montgomery

**FLAG SALUTE:** James Montgomery

**ROLL CALL:**  
Darrell Goulder  
John Knuppel  
Charlie Lee  
James Montgomery  
Jay Tallant

**CITY OFFICIALS:** Doug Shivers, City Clerk

**ITEM 1:** **DISCUSS AND APPROVE THE MINUTES OF THE MAY 13, 2014 TRAFFIC COMMISSION MEETING.**

Motion for minutes to be approved with correction.  
Motion – Jay Tallant  
Second – James Montgomery  
Ayes- Goulder, Lee, Knuppel, Tallant, Montgomery

**ITEM 2:** **VISITORS**

None

**ITEM 3:** **DISCUSS PLACEMENT OF SPEED LIMIT SIGN IN 1200 BLOCK OF GARDEN GROVE**

Mr. Montgomery stated Garden Grove only went to 900 block. Mr. Tallant said you have to enter from Vandament. Mr. Lee said to replace the Children at Play Sign with a speed limit 25 sign. Mr. Tallant stated there was a speed limit sign off of Vandament. Mr. Montgomery said off of Vandament and around corner. Mr. Tallant stated traffic slows deeper into neighborhood. Mr. Montgomery stated also at Dorchester going south bound. Mr. Tallant stated north bound off of Vandament.

Motion to place two speed limit signs, one north bound off of Vandament at existing sign pole and second west of Dorchester for south bound traffic.

Motion – James Montgomery

Second – Jay Tallant

Ayes- Knuppel, Goulden, Lee, Tallant, Montgomery

**ITEM 4:**

**DISCUSS TRAFFIC CONCERNS**

Mr. Montgomery was interested in the size for Garden Grove/Brookhurst replacement signs.

Mr. Lee stated at Ranchwood and Yukon Parkway, Ranchwood stays green with no traffic. Mr. Montgomery understands reasons for left hand turns as configured. Mr. Lee said regarding Yukon Parkway and Vandament traffic problems, left turn to go north, we need collision reports, but traffic isn't heavy. Mr. Montgomery stated we will need to watch in future, as housing is built to the east.

**ITEM 5:**

**DATE FOR NEXT MEETING**

July 08, 2014

**ITEM 6:**

**ADJOURNMENT**

## Report of Boards, Commissions and Committees

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

### Planning Commission

Earline Smaistrla	Ward 1	2014
Larry Taylor	Ward 2	2014
Ed Hatley	Ward AL	2015
	Ward 3	2016
Roger Davis	Ward 4	2016

### Board of Adjustment/Board of Appeal

Sherry Huston	Ward 1	2014
Rena Holland	Ward 2	2014
Buddy Carpenter	Ward AL	2015
Joe Horn	Ward 3	2016
Russ Kline	Ward 4	2016

### Park Board

Joe Edwards	Ward 1	2014
D.E. Brower	Ward 2	2014
Dayton Betts	Ward AL	2015
Cathy Wright	Ward 3	2016
Joe Baumann	Ward 4	2016

### Library Board

Charlotte Novak*		
Beth Ridle*		
Lee Wells	Ward 2/1	2014
Joyce Roman	Ward 2	2014
Ginger LaCroix	Ward AL	2015
Jeanne Riggs	Ward 3	2016
Margaret Albrecht	Ward 4	2016

### Traffic Commission

Charles Lee	Ward 1	2014
James Montgomery	Ward 2	2014
John Knuppel	Ward AL	2015
Jay Tallant	Ward 3	2016
Darrell R. Goulden	Ward 4	2016

### Spanish Cove

Larry Taylor, Representative

### OK Environmental Management Auth.

Nick Grba, Representative  
Dewayne Maxey, Alternate

### Senior Citizens

Ray Wright, Representative  
John Alberts, Alternate

### ACOG

Ken Smith, Member  
Richard Russell, Alternate

### COWRA

Genie Vinson, Representative  
Larry Taylor, Alternate

### Sister City Committee

Illona Morris  
Terry Beaver  
Nancy Novosad  
Edwin Shedeck

\*Members of Ladies' Library Club are appointed by same

***Community Development Block Grant (CDBG)  
2014 SMALL CITIES PROGRAM  
CITIZEN PARTICIPATION PLAN***

**2014 CITIZEN PARTICIPATION PLAN**

The City of Yukon intends to implement a citizen participation program for its 2014 application process to accomplish the following objectives:

- A. Provide for and encourage citizen participation, particularly by low and moderate income persons who reside in areas where Community Development Block Grant (CDBG) funds are proposed to be used. This will be accomplished by:
1. Providing frequent and timely public notice of CDBG program activities in the local newspaper and by posting at City/County Office.
  2. Adopting a comprehensive CDBG Statement of Needs.
  3. Conducting a Special Public Hearing to inform citizens of the proposed 2014 CDBG project and authorizing the Mayor to sign a CDBG application in a formal Council/Board of Commissioners meeting.
- B. Ensure that citizens will be given reasonable and timely access to local meetings, information, and records relating to proposed and actual use of funds, including, but not be limited to:
1. The amount of CDBG funds to be made available for the current fiscal year, if the proposed project is approved.
  2. The range of activities that may be undertaken with those funds.
  3. The estimated amount of those funds proposed to be used for activities that will benefit low and moderate income persons.
  4. The proposed CDBG activities likely to result in displacement and any anti-displacement and relocation plans developed by the City of Yukon in accordance with Section 104(d)(1) and (2) of the Act.
  5. The basis on which the City of Yukon may provide technical assistance to groups representative of persons of low and moderate income that may request assistance in developing proposals. The level and type of assistance to be provided is at the discretion of the City of Yukon and does not necessarily include providing funding to such groups.

***Community Development Block Grant (CDBG)  
2014 SMALL CITIES PROGRAM  
CITIZEN PARTICIPATION PLAN***

6. This requirement will be accomplished by discussing the CDBG proposal during regular Council/Board of Commissioners meetings and in one formal public hearing prior to the submittal of the City of Yukon 2014 CDBG application. During the hearing the five (5) items listed above will be explained to the public. Records of the 2014 CDBG process will be maintained in the City/County Office of the City of Yukon by the Clerk and will be available upon request for review by the public. A brief summary of the proposed 2014 CDBG project will be available for public review after the Council/Board of Commissioners has made its final selection.
- C. Provide for a minimum of two (2) public hearings; one (1) prior to submission of the application for funding of the project for the purpose of obtaining citizen views and formulating or responding to proposals and questions, and the other end of the grant period if the City of Yukon receives funding, that discusses the City of Yukon accomplishments in relation to initial plans. The application stage hearing will include discussion of CDBG needs, and the development of activities being proposed for CDBG funding. There will be reasonable notice of all hearings, which will be scheduled for times and locations convenient to the potential and actual beneficiaries and which will accommodate the handicapped. Regularly scheduled Council/Board of Commissioners meetings will not be used for this purpose.
1. This requirement will be met through scheduling a Special Public Hearing to discuss the City of Yukon 2014 CDBG proposal. At this hearing, the proposed project will be reviewed for the public and further citizen input will be solicited. Notice will be given seven (7) to ten (10) days in advance of this hearing in the Yukon Review and by posting at the City/County Office. The hearing will be held in the early evening so those citizens who work may attend. A second hearing will be held at the end of the grant period if the City of Yukon is funded in the 2014 CDBG process.
- D. Meet the needs of non-English speaking residents in those instances where a significant number of non-English speaking residents can reasonably be expected to participate in the 2014 CDBG process. For example: the City of Yukon does not currently have a significant population of non-English speaking citizens. However, every effort will be made to accommodate the needs of any non-English speaking citizens who wish to participate.
- E. Provide citizens with reasonable advance notice of, and opportunity to comment on, proposed activities not previously described in the City of Yukon funding request and on activities which are proposed to be deleted or substantially changed in terms of purpose, scope, location or beneficiaries.

***Community Development Block Grant (CDBG)  
2014 SMALL CITIES PROGRAM  
CITIZEN PARTICIPATION PLAN***

The proposed seven (7) to ten (10) day notice for all public meetings and hearings in connection with the City of Yukon 2014 CDBG application process is believed by the City of Yukon to afford citizens with reasonable advance notice. In addition, if any change is proposed to the purpose, scope, location, or beneficiaries of the proposed project or if the CDBG project budget changes by more than 25%, the public will be notified and afforded an opportunity for additional input.

- F. Provide the place, telephone number, and times when citizens are able to submit written complaints or grievances and the process the City of Yukon will use to provide a timely, written response to such complaints or grievances. For example: Citizens with comments or grievances on the 2014 CDBG process may submit them in writing or in person at the City/County Office during regular business hours or may call 405-354-1895. The City of Yukon will respond to such comments or grievances within fifteen (15) working days, where practicable.

By formally adopting this Citizen Participation Plan, the Yukon City Council/Board of Commissioners accepts the responsibility for implementing its provisions. The Council/Board of Commissioners further charges all employees and contractors with the responsibility of implementing this plan and living up to the spirit of the citizen participation requirements of the 2014 CDBG program.

Adopted this 15th day of July, 2014 by the City Council/Board of Commissioners of the City of Yukon.

\_\_\_\_\_  
Chief Elected Official

ATTEST:

\_\_\_\_\_  
Clerk's Signature

# COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

## STATEMENT OF NEEDS

### 2014 CDBG PROGRAM

The City of Yukon of Canadian County, Oklahoma, will undertake public facility improvements funded through the Community Development Block Grant Program. The City of Yukon recognizes the infrastructure needs of a portion of the city bounded by Main Street, Ash Street/Inla Street, N. 11<sup>th</sup> Street, and Piedmont Road/Cornwell Drive. The City of Yukon now establishes infrastructure upgrades as a priority within this portion of the original Yukon townsite.

The City of Yukon will commit Community Development Block Grant funds for the year 2014 for waterline, and sanitary sewer line and street improvements in order to improve the area's health, safety, and welfare.

Adopted this 15<sup>th</sup> day of July, 2014 by the City Council and the City of Yukon.

\_\_\_\_\_  
Ken Smith, Mayor

ATTEST:

\_\_\_\_\_  
Doug Shivers, City Clerk

**RESOLUTION NO. 2014 -12****RESOLUTION ALLOCATING \$64,567.00 AS A MATCH FOR A COMMUNITY DEVELOPMENT BLOCK GRANT OF \$64,567.00 FOR INSTALLATION AND REPAIR OF INFRASTRUCTURE; AND AUTHORIZING EXECUTION OF DOCUMENTS NECESSARY TO THE TRANSACTION.**

**WHEREAS**, the City of Yukon has identified areas in need of infrastructure improvements in an established area of the City; and

**WHEREAS**, this area has been determined to be a “Low to Moderate Income Area” according to the criteria established by the U.S. Department of Housing and Urban Development (HUD); and

**WHEREAS**, *HUD* will provide a \$64,567.00 grant from the Community Development Block Grant Program (CDBG) for infrastructure improvements in the eligible area subject to the goals of the City Comprehensive Plan; and

**WHEREAS**, the City Council also finds that these funds will provide a needed benefit to low-income residents of the City.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Yukon:

1. Funding in the amount of \$64,567.00 is hereby committed, to be used as a match for a Community Development Block Grant in the amount of \$64,567.00 from the Department of Housing and Urban Development.
2. Said funds are designated for installation, replacement, and repair of selected infrastructure in the area generally bounded by Main Street, Ash Street/ Inlay Street, N. 11<sup>th</sup> Street, and Piedmont Road/Cornwell Drive.
3. The Mayor is hereby authorized to execute documents necessary to the grant application.

**ADOPTED**, this 15<sup>th</sup> day of July 2014, by the City Council and the City of Yukon.

---

Ken Smith, Mayor

---

Doug Shivers, City Clerk

RESOLUTION NO. 2014 – 13

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
2014 SMALL CITIES PROGRAM

**WHEREAS**, Title I of the Housing and Community Development act of 1974, Public Law 93-383, as amended, authorized by the Secretary of Housing and Urban Development, as representative of the United States of America, to grant to the State of Oklahoma funds and administrative responsibility for the “Small Cities Community Development Block Grant” program; and

**WHEREAS**, the Oklahoma Department of Commerce, pursuant to designation by the Governor as the administering agency of the Community Development Block Grant Program for Small Cities in Oklahoma, is directed to further the purposes of community development in the State, and is authorized and empowered to accept funds from the Federal Government or its agencies and to enter into such contracts and agreements as are necessary to carry out the functions of the Department; and

**WHEREAS**, the City of Yukon is a local unit of general purpose government that will provide opportunity for input by residents in determining and prioritizing community development needs through its written Citizen Participation Plan; and

**NOW THEREFORE, BE IT RESOLVED** by the Mayor and City Council that the City of Yukon desires to obtain assistance in community development and hereby requests the Oklahoma Department of Commerce to provide assistance under the policies, regulations, and procedures applicable to local communities in Oklahoma.

**NOW THEREFORE, BE IT RESOLVED** by the Mayor and City Council that the City of Yukon affirms its commitment to take all action within its power to facilitate the receipt of the assistance of community development funds if the City of Yukon is awarded a Community Development Block Grant, and upon receipt to administer said grant by the rules and regulations established by the United States of America, the State of Oklahoma, and all empowered agencies thereof.

**ADOPTED**, this 15<sup>th</sup> day of July 2014, at a regularly scheduled meeting of the City Council of the City of Yukon, in compliance with the Open Meeting Act, 25 O.S. §§ 301-314 (2001).

\_\_\_\_\_  
Ken Smith, Mayor

\_\_\_\_\_  
Doug Shivers, City Clerk

Subscribed and sworn before me July 15, 2014. My commission expires \_\_\_\_\_, 20\_\_\_\_.



**DATE:** 07/07/14  
**FROM:** Kevin Jones, Fire Chief *KJ*  
**TO:** Grayson Bottom, City Manager  
**RE:** Ladder-1

#### MEMORANDUM

I am requesting the repainting and striping of Ladder-1 on the agenda for next council meeting. You will find the quote attached for \$26,981.20 we have \$27,000 budgeted in Capitol Improvement.

This truck is 12 years old and I expect another 13 to 15 years front line service. It is the only front line truck that is not red. This will make our fleet match and give us a much more professional image.

**Industrial Truck Equipment, Inc Body Shop**

3400 S Thomas Rd  
 OKC, OK, 73179  
 Telephone: (405)688-6100 Fax: (405)688-6102  
 joe@ite.ok.com  
 Tax Id: Fed # 20-3607564

<b>Estimate - Preliminary</b>
-------------------------------

**Estimate Prepared By:**

Accident Date:  
 Date of Loss:  
 Arrival Date:  
 Repair Start:  
 Repair End:  
 Type of Loss:  
 Policy Number:  
 Claim Number:

**Appraised For:**

Date: 6/25/2014  
 Last Commit Date: 6/25/2014  
 Estimate #: 63  
 Supplement: 000

**Insured:**

Company: YUKON FIRE DEPT  
 Contact: CHIEF KEVIN JONES  
 Address:  
 City, State, Zip:  
 Telephone, Fax: 405-354-2133

<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>Color</b>	<b>Trim</b>
2008	PIERCE YUKON	FIRE TRUCK YUKON LADDER # 1		
<b>Unit Number</b>	<b>License Plate</b>	<b>Mileage</b>	<b>Serial#/VIN#</b>	

Sup Seq	Labor Type	Labor Operation	Description	Part Type	Part Number	Dollar Amount	Labor Units
1	Body	Rem/Rep	RESTRIPE FIRE TRUCK	New		\$2,500.00	*
2	Body	Rem/Rep	PREP WASH & CLEAN / PRE SAND	New			15.0 *
3	Body	Rem/Rep	REMOVE PARTS & EQUIPMENT AS NEEDED	New			25.0 *
4	Body	Rem/Rep	RE CLEAN / ABRASIVE WASH	New			20.0 *
5	Ref	Ref	REMOVE OLD STRIPES & EMBLEMS	Exist			20.0 *
6	Body	Rem/Rep	SAND & CLEAN UP	New			65.0 *
7	Body	Rem/Rep	MASK OFF FOR OVER SPRAY	New			40.0 *
8	Ref	Ref	REFINISH TIME (RED )	Exist			15.0 *
9	Ref	Ref	REFINISH WHEEL WELLS	Exist			3.0 *
10	Body	Rem/Rep	REMOVE WHEEL CAPS , SAND ,CLEAN, & MASK	New			6.0 *

Sup Seq	Labor Type	Labor Operation	Description	Part Type	Part Number	Dollar Amount	Labor Units
11	Body	Rem/Rep	SPOT BUFF AS NEEDED	New			8.0 *
12	Body	Rem/Rep	CLEAN UP,& BUILD UP (MAKE READY)	New			20.0 *
13	Ref	Ref	PREP & PAINT ROLL UP DOORS	Exist			64.0 *
14	Body	Rem/Rep	Paint Materials	New		\$4,891.20	*
15	Body	Rem/Rep	Hazardous Waste	New		\$25.00	*
16			Paint Materials			T	*
17			Hazardous Waste			T	*

\* - Judgement Item  
# - Labor Note Applies

**Labor**

Body	199.0 Hrs @	\$65.00	\$12,935.00
Refinish	102.0 Hrs @	\$65.00	\$6,630.00
Labor Total			\$19,565.00

**Parts**

New	\$7,416.20
Parts Total	\$7,416.20

**Totals**

SubTotal \$26,981.20

**Net Total**

\$26,981.20

*This is a preliminary estimate. Additional changes to the estimate may be required for the actual repair*

*The above is an estimate based on our inspection and does not cover any additional parts of labor which may be required after the work was started. Occasionally, worn or damaged parts are discovered which may not be evident on the first inspection. Because of this, the above prices are not guaranteed. Quotations on parts and labor are current and subject to change.*

2008 PIERCE YUKON FIRE TRUCK YUKON LADDER # 1 LADDER # 1



DATE: June 10, 2014

To: City Manager, Grayson Bottom  
City, Clerk, Doug Shivers  
City Council

FROM: Mitchell Hort, Planning Director

RE: Estimated Remodel Cost of 334 Elm Ave- proposed office for  
Development Services.

### **MEMORANDUM**

Attached are the estimated remodel costs for the proposed office for Development Services. We included the various bids from different vendors. The total estimated cost is \$ 56,357.00. This includes office furniture to furnish the building.

## ESTIMATED REMODEL COSTS FOR 334 ELM

### Carpet Prices

Carpet Direct \$ 8,903.00

### Construction Alterations

Lopez Construction \$ 5,400.00

### Electrical Prices

City Electrician \$ 6,500.00

### HVAC Prices

Honor HVAC (Duct Work & Grills) \$ 1,100.00

Keef Enterprises (5 Ton Changeout) \$ 4,421.00

### Paint Prices

Lopez Construction \$ 5,700.00

### Plumbing

Brakefield Plumbing \$ 1,695.00

### Office Furniture

OKC Office Furniture \$ 5,900.00

### IT Costs

City I.T. \$ 11,615.00

TOTAL COST: \$ 51,234.00

10% Contingent Fee \$ 5,123.00

**TOTAL COST: \$ 56,357.00**

## REMODEL BIDS

### Carpet Prices

<i>Carpet Direct</i>	\$ 8,903.00
Davis Carpet	10,778.55
The Floor Trader	13,473.33

### Construction Prices

<i>Lopez Construction</i>	\$ 5,400.00
Rhoads Construction	6,800.00
Salazar	45,500.00

### Electrical Prices

<i>City Electrician</i>	\$ 6,500.00
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### HVAC Prices (Duct Work& Grills)

<i>Honor HVAC</i>	\$ 1,100.00
Air Flow	1,225.00
Keef Enterprises	2,675.00

### Paint Prices

<i>Lopez Construction</i>	\$ 5,700.00
Rhoads Construction	24,500.00
Salazar	11,540.00

### Plumbing

<i>Brakefield Plumbing</i>	\$ 1,695.00
Cyrus Wright Plumbing	1,850.00
KC Plumbing	2,000.00

### Office Furniture

<i>OKC Office Furniture</i>	\$ 5,900.00
ABC Office Furniture	6,421.00



DATE: June 10, 2014

To: City Manager, Grayson Bottom  
City, Clerk, Doug Shivers  
City Council

FROM: Mitchell Hort, Planning Director

RE: Application for a vacation of a 15 foot Utility Easement that was to  
serve Legacy Lakes Phase II

### **MEMORANDUM**

Attached please find the information that will be presented to the Planning Commission on Monday, July 14<sup>th</sup>. This is a request by James C. Niles for a vacation of a fifteen (15) foot utility easement that was to serve Legacy Lakes Phase II. At a future time he will dedicate a utility easement to serve Legacy Lakes Phase II. A tract of land situate within the Northeast Quarter (NE/4) of Section twenty-eight (28), township twelve North (T12N), range three West (R3W) of the Indian Meridian (I.M.) Canadian County, Yukon, OK.





**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
THE CITY OF YUKON  
AND  
THE FRATERNAL ORDER OF POLICE  
LODGE # 173**

**FISCAL YEARS 2014-2015 and 2015-2016**

## ARTICLES OF CONTRACT INDEX

- 1 - Recognition
- 2 - Authority and Term
- 3 - Management Rights
- 4 - Grievance Procedures
- 5 - Prohibition of Strike
- 6 - Wages
- 7 - Court Time
- 8 - Vacation Leave
- 9 - FOP Business Leave Time
- 10 - Health and Dental Coverage
- 11 - Uniform Cleaning Allowance
- 12 - Lost or Destroyed Personal Property
- 13 — Bulletin -Board
- 14 - Overtime /Callback time
- 15 - Holidays
- 16 - Dues Check Off
- 17 - Conflict With Other Provisions
- 18 - Savings Clause
- 19 - Negotiations During Term of Agreement
- 20 - Longevity
- 21 - Incentive Pay
- 22 - Working Out of Classification
- 23 - Field Training Officer
- 24 - Discipline and Due Process
- 25 - Substance Abuse Testing and Treatment
- 26 - Sick Leave
- 27 - Shift Assignment
- 28 - Annual Training
- 29 - Americans with Disabilities and Family Leave
- 30 - Seniority
- 31 - Detective Division
- 32 - Firearms Incentive
- 33 — Light Duty Policy

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
THE CITY OF YUKON  
AND  
THE FRATERNAL ORDER OF POLICE  
LODGE # 173**

This collective bargaining agreement is entered into by and between the City of Yukon, hereafter referred to as "Employer," and the Fraternal Order of Police, Lodge #173, hereafter referred to as "FOP."

**ARTICLE 1  
RECOGNITION**

**Section 1.** The Employer recognizes the Fraternal Order of Police, Lodge #173, as the sole and exclusive bargaining agent for those Employees in a unit consisting of all permanent, full -time police Officers employed by the Employer who hold commissions and who have the authority to execute warrants of arrest, hereafter referred to as "Employee," "unit member," or "member," but excluding the Chief of Police and his one designated administrative assistant, and excluding all Dispatcher and Office Clerical Employees.

## **ARTICLE 2 AUTHORITY AND TERM**

**Section 1.** The Employer and the FOP, by these presents, reduce to writing the collective bargaining agreement resulting from negotiations entered into by the Employer and the FOP.

**Section 2.** This Agreement shall be effective on July 1, 2014 and shall remain in full force and effect until the 30 day of June, 2015. The parties agree that the monetary portions of the Agreement for FY 2014/2015 are subject to the appropriation of adequate and sufficient funds by the City at the beginning of the City's 2014/2015 fiscal year. In the event that the City is unable to or fails to appropriate adequate and sufficient funds by June 21, 2014, for the term of the 2014/2015 Agreement, the one hundred twenty (120) day notification period required by the Fire and Police Arbitration Act and the notice requirement set forth in Section 4 below will be waived and the City and the Union will immediately enter into good faith collective bargaining for the 2014/2015 fiscal year on monetary issues only, all other terms and conditions of the Agreement will remain unchanged. Any agreement reached on monetary issues will be effective as of July 1, 2014. In addition, the parties agree that for FY 2015/2016, the increase only be giving written notice to the City no later than February 21, 2015, of its desire to bargain for a cost of living increase. All other terms and conditions of the Agreement to remain unchanged subject to the City appropriating adequate and sufficient funds as addressed above.

**Section 3.** For so long as the FOP remains the bargaining agent of the Employees covered by this agreement, upon request of either party, given not more than ninety (90) days and not less than thirty (30) days, before the expiration date of this agreement or as required in Section 4 below, the parties will meet at reasonable times and confer in good faith within ten (10) days from the receipt of such notice, for the purpose of negotiating a subsequent collective bargaining agreement. The first meeting pursuant tot such notice shall be held not more than ninety (90) days and not less than thirty (30) days before the anniversary dated of this agreement.

**Section 4.** Whenever matters requiring appropriations of monies by the Employer are included as matters of collective bargaining for a subsequent agreement, it shall be the obligation of the FOP to serve written notice of Request for Collective Bargaining upon the Employer on or before February 1<sup>st</sup> so that monies can be appropriated by the Employer to cover the subsequent contract period which is the subject of the collective bargaining procedure.

## **ARTICLE 3 MANAGEMENT RIGHTS**

**Section 1.** The FOP recognizes that the City has exclusive right to operate and manage its affairs and direct its work force in all respects in accordance with its responsibilities, and the power of authority which the City has not officially abridged, deleted, or modified by this agreement, is retained by the City.

**Section 2.** Nothing herein contained shall be construed or interpreted so as to infringe upon or remove the prerogatives of the City of Yukon to operate and manage its affairs in all respects in accordance with its responsibilities and power of authority, nor shall the right to collective bargaining extend to such matters.

**Section 3.** The Employer retains the right, in accordance with the code and charter of the City of Yukon and applicable State laws as interpreted by the appropriate court:

- A. The City expressly reserves the right, at its discretion, to plan, direct, and control all operations relating to the Police Department, and to hire, discipline, suspend or discharge any member of the Yukon Police Department. The City shall not exercise any of its rights in an arbitrary or capricious manner, and the exercise of the City's rights under this contract shall be subject to review of the grievance and arbitration procedures.
- B. The City shall have the exclusive right to determine the source or sources from which new applicants for work in the Yukon Police Department shall be secured, and shall be the sole judge of qualifications of Employees for hiring with the City; subject to existing ordinances, state law, and the Grievance Procedures set forth in this Agreement.
- C. To maintain the efficiency of government operations entrusted to it.
- D. To determine the methods, means, and personnel by which its' operations are to be conducted; and to develop and implement departmental policies and procedures as appropriate.
- E. To take whatever action may be necessary to carry out the mission of the City in situations of emergency.
- F. Except as specifically modified by this Agreement, all the rights, powers and authority the City had prior to the signing of this Agreement are retained by the City and remain exclusively and without limitation within the rights of the City.
- G. Mutual Responsibility - The City and the FOP agree that for the duration of this Agreement, neither the City nor its agents, nor the FOP nor its agents or members, shall discriminate against any Employee because of their membership or non - membership in the FOP.

Pursuant to Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991; the Americans with Disabilities Act; the Family and Medical Leave Act of 1993; the Guidelines, Rules and Regulations of the Equal Employment Opportunity Commission; State of Oklahoma Human Resources Department Directives; the City of Yukon Policy on Equal Opportunities; and any amendments thereto, each party recognizes itself to be legally bound to initiate and further the quality of employment for all persons receiving beneficial rights under this Agreement.

**Section 4.** The Employer may implement furloughs and /or merit freezes as an alternative to reduction in force measures as outlined in this contract, at any time of financial crisis, subject to the provisions of this Agreement.

## **ARTICLE 4**

### **GRIEVANCE PROCEDURES**

**Section 1.** Grievances contemplated by this article shall be defined as any controversy between the Employer and the FOP, or any Employee covered by this agreement, concerning the interpretation or application of any provision of this agreement, or concerning any of the terms or conditions of employment contained in this agreement. A grievance must be filed, if at all, within fifteen (15) normal business days, which are Monday through Friday (excluding weekends and holidays), of the incident giving rise to the grievance and shall be made in writing on the prescribed form.

NOTE: The fifteen (15) days start upon receipt of the written letter, reprimand or other form of discipline signed by all parties such as the Chief of Police and the City Manager and the member when there is written documentation that requires signature of all necessary parties.

NOTE: Where written responses to any step of the grievance procedures are required to be delivered to the employee and /or FOP, service may be accomplished by personal service or by signed receipt in memo form signed by the employee or FOP President or in his absence, any member of the FOP Executive Board.

**Section 2.** The bargaining agent, any member of the bargaining unit, Employee or the Employer may present a grievance. If the Deputy Chief has immediate supervisory responsibility, the member /employee will initiate Step One with him. The procedure of resolution of a grievance shall be as follows:

A. Step One — Deputy Chief

Step One is the initial action that is to be taken with respect to a written grievance. A grievance submitted in writing by or on behalf of any such member shall be submitted to the Deputy Chief. The Deputy Chief shall review the grievance and file a written response determining the grievance as approved or denied within ten (10) business days after receipt of the grievance, a copy of such response shall be personally delivered to the member submitting the grievance and on whose behalf the grievance was submitted. If the Employee, is not satisfied with the written response of the Deputy Chief, then they may proceed (advance to) Step Two of the grievance procedure within ten (10) business days after the date of the Deputy Chief's response and the Employee's receipt thereof.

B. Step Two - Chief of Police

Step Two shall be initiated if the Employee is not satisfied with the results of Step One, and elects to appeal the Deputy Chief's decision to the Chief of Police within the time limit prescribed above.

The Chief of Police shall investigate the matter and shall hold a grievance meeting within ten (10) business days after receipt of the grievance. Both the

Employee and the City shall have the right to call such witnesses as are necessary for investigation and explanation of the grievance. The Chief of Police shall file a written response to the grievance with the City Manager within ten (10) business days after receipt of the grievance, or within ten (10) business days after the date of the grievance meeting (whichever is later). A copy of such response shall be personally delivered to the member submitting the grievance and on whose behalf the grievance was submitted. The Chief of Police written response shall affirm, amend, or reverse the decision of the Deputy Chief or Captain. If the Employee is not satisfied with the written response of the Chief of Police, they may advance to Step Three of the grievance procedure within ten (10) business days after the date of the Chief of Police response and the FOP or the Employee's receipt thereof.

C. Step Three - City Manager

Step Three shall be initiated if the Employee is not satisfied with the results of Step Two and elects to appeal the Chief of Police decision to the City Manager within the time limit prescribed above.

The City Manager shall review the grievance, along with all pertinent information and correspondence to date. The City Manager may, at the Manager's discretion, schedule and hold a grievance meeting within ten (10) business days after receipt of the grievance. Either the City Manager or a designated representative may conduct this grievance meeting. Both the Employee and the City shall have the right to call such witnesses as are necessary to the investigation and explanation of the grievance.

- D. If the grievance is not settled in Step Three the grievance may, by mutual agreement of both parties, be submitted, within ten (10) business days, for mediation to a Mediator of the parties' choosing or to the Federal Mediation and Conciliation Services (FMCS). If the parties request federal mediation services, a mediator assigned shall assist in resolving the grievance at this level. The parties will each select one representative to present their respective party's position to the mediator. Each party shall also be represented by at least one individual with the authority to bind that party to any agreement reached as a result of mediation. Each party shall present a summary of its position to the mediator; such presentation shall be limited to one hour per side. The presentation shall include a summary of the relevant facts. If, at the conclusion of the hearing, the parties have not settled the grievance, the mediator will advise the parties jointly that resolution was not achieved. He or she shall make no other report to the parties. The procedure set forth in this step shall not delay the procedure in Step Four unless mutually agreed to by both parties.

#### E. Step Four - Arbitration

If the decision of the City Manager does not satisfactorily settle the grievance, then the Employee and the FOP may request arbitration of the grievance by written request to the Employer within ten (10) business days following the FOP or Employee's receipt of the answer in Step Three. (NOTE: Employee may continue with or without FOP representation.)

NOTE: When a dispute arises where the Employer initiates a grievance against the FOP, the Employer may enter the grievance procedure at Step Three. When the FOP files a grievance against the Employer on behalf of all the members of the bargaining unit, the FOP may initiate the grievance with Step Three.

**Section 3.** Any grievance not presented within the time limit set forth above shall be forfeited and waived by the grieving party. The Chief of Police and City Manager shall provide the FOP and or Employee with a written response stating the grievance is approved or is denied.

**Section 4.** The jurisdiction for the Arbitrators shall be limited to the issues pertaining to the definition and intent of Section 1 of this Article.

**Section 5.** The arbitration panel shall consist of three (3) arbitrators. Within five (5) business days from the request for arbitration, the Employer and the FOP shall each name one (1) arbitrator. The two arbitrators so selected shall, within five (5) business days, select a neutral third arbitrator by mutual agreement. Failure of the arbitrator named by the grieving party to contact the arbitrator for the responding party within ten (10) business days of first notification shall be deemed an abandonment of the request for arbitration and the grievance shall be deemed withdrawn. In the event the two arbitrators are unable to mutually agree upon a third arbitrator, they shall make a request to the Director of the Federal Mediation and Conciliation Service to provide a list of seven (7) names of prospective arbitrators. Within five (5) business days after receipt of the list, the two arbitrators already selected shall alternately strike names until one (1) arbitrator remains, with the Employer making the first strike from the list. The third arbitrator selected shall chair the arbitration panel.

NOTE: Time limits surrounding the selection of the arbitration panel and the conduct of the hearing may be extended by mutual agreement of the parties.

**Section 6.** The decision of the arbitration panel shall be final and binding upon both parties. The arbitration panel must base its decision on the facts as ascertained by it, evidence entered at the hearing, and the terms of this agreement. It shall have no power to render a decision, the effect of which would change or modify any provision of this agreement.

**Section 7.** At any step of this grievance procedure, the Executive Board of the local FOP shall have the authority to decline to process a grievance, complaint, or dispute that lacks merit or lacks jurisdiction under the terms of this agreement to the satisfaction

of the local FOP's Executive Board. The grievant shall retain the right to process the grievance pursuant to this Article.

**Section 8.** The fees and expenses for the neutral arbitrator shall be borne equally by both parties. Any separate expenses incurred by the FOP will be borne by the FOP, and any separate expenses incurred by the Employer will be borne by the Employer.

## **ARTICLE 5 PROHIBITION OF STRIKE**

Section 1. The Employees covered by this agreement shall have no right to engage in any work stoppage, slowdown or strike.

## **ARTICLE 6 WAGES**

**Section 1.** All matters pertaining to wages of Employees during the term of this agreement shall be governed by the Police Pay Plan, which is attached hereto, marked "Attachment A," and made a part of this agreement as if set out in its entirety and subsequent articles of this Agreement.

### **Section 2.**

A. The Employer shall establish written standards of performance (standards of performance) against which each Employee's job performance shall be measured and upon which each Employee's merit raise shall be awarded (job evaluation), and a written system for awarding merit increases based upon the job evaluation scores of all the Employees (awards system). To assist the evaluator with the Employee's evaluation, the City shall establish a standardized evaluation grading scale, which shall include all evaluations of Employees covered by this agreement.

B. Both the standards of performance and the awards system shall be posted on the bulletin boards of the Police station.

C. Each Employee shall be entitled to see his job evaluation and the award system, reflecting the job evaluation scores of all Employees.

D. Each Employee's job evaluation shall be made in the sole discretion of the Employer.

E. Each employee shall receive compensation equal to 1/52 of his or her annual salary, in accordance with Attachment A., payable on his or her birthday, effective July 1, 2000.

**Section 3.** The Employer agrees to pay the amount stated below to each Employee in accordance to the shift that the Employee has been assigned, to -wit:

Night:	Pay plus fifty (50) cents per hour
Day:	Straight pay
Evenings:	Pay plus fifty (50) cents per hour

Individuals assigned to a shift will be paid according to the pay differential paid to that shift. Individuals on leave will still be paid whatever prevailing wage is for the shift to which he is assigned. When an individual is on Light Duty, in accordance to Article 33, and working normal business hours, Monday through Friday, they will not be paid a shift differential.

## **ARTICLE 7**

### **COURT TIME/TRAVEL TIME**

**Section 1.** All time which an Employee spends traveling to and from Municipal or District Court or a Department of Public Safety Administrative hearing, and the time spent in attendance at court (i.e.: City, state, federal, or Department of Public Safety hearings), while the Court is in session at the trial of the case at which the Employee is required to attend, shall be paid for at the Employee's regular hourly rate. If such time is outside the Employee's regular shift or on his /her regularly scheduled days off, and the Employee's attendance is required either by the Employer or by subpoena, he will be paid for a minimum of two (2) hours, at one and one-half (1 ½) times the Employee's regular hourly rate. If an employee is on duty and his regular shift ends while in attendance at Court, the employee will be paid at one and one-half (1 ½) times the employee's regular hourly rate for that time after the regular shift ended. Upon request, Employee shall provide written verification of necessity of attendance.

**Section 2.** Dividing the Employee's annual salary by 2,080 shall derive hourly pay.

**Section 3.** Employees shall be compensated for travel time outside of their regularly scheduled hours. Approved training shall be considered a full shift and shall be compensated as a full shift.

## **ARTICLE 8 VACATION LEAVE**

**Section 1.** Each Employee shall earn vacation leave time as follows:

- A. Employees with less than five (5) years of continuous service with the Employer shall accrue thirteen (13) days of vacation per year, beginning with the first full month of service (4 hours per pay period)
- B. Employees with more than five (5) and less than ten (10) years of continuous service with the Employer shall accrue sixteen (16) days of vacation per year, beginning with the first full month of service (4.92 hours per pay period)
- C. Employees with at least ten (10) years, but less than fifteen (15) years of continuous service with the Employer shall accrue nineteen (19) days of vacation per year (5.85 hours per pay period)
- D. Employees with at least fifteen(15) years of continuous service with the Employer shall accrue twenty-five (25) days of vacation per year (7.69 hours per pay period).
- E. Employees assigned to work a 10 hour shift with less than five (5) years of continuous service shall accrue thirteen (13) days of vacation per year, beginning with the first full month of service. (10.8 hours per month)
- F. Employees assigned to work a 10 hour shift with more than five (5) years but less than ten (10) years of continuous service shall accrue sixteen (16) days of vacation per year, beginning with the first full month of service. (13.33 hours per month)
- G. Employees assigned to work a 10 hour shift with more than ten (10) years but less than fifteen (15) years of continuous service shall accrue nineteen (19) days of vacation per year, beginning with the first full month of service. (15.83 hours per month).
- H. Employees assigned to work a 10 hour shift with at least fifteen (15) years of continuous service shall accrue twenty-five (25) days of vacation per year. (20.83 hours per month)

**Section 2.** The maximum amount of vacation leave that may be accrued by an Employee shall be as follows:

- A. A maximum amount of twenty-four (24) days of vacation leave may be accumulated during the first five (5) years of employment.
- B. A maximum amount of thirty (30) days of vacation leave may be accumulated by an Employee with at least five (5) years, but less than ten (10) years of employment.
- C. A maximum of thirty-six (36) days of vacation leave may be accumulated by an Employee with at least ten (10) years, but less than fifteen (15) years of service.
- D. A maximum of forty-eight (48) days of vacation leave may be accumulated by an Employee with fifteen (15) or more years of service but less than twenty (20) years.
- E. A maximum of 500 hours of vacation leave may be accumulated by an Employee with at least twenty (20) years of service.
- F. Provided adequate manpower is available, an Employee may take vacation leave by providing the Employer with forty -eight (48) hours' notice and shall take vacation time in increments of not less than two (2) hours.
- G. The Employer shall note on each paycheck stub the current amount of vacation and sick leave due to each Employee.

## **ARTICLE 9**

### **FOP BUSINESS LEAVE TIME**

**Section 1.** Members of the Fraternal Order of Police designated by the President to attend or conduct official F.O.P. business shall be provided a total of One Hundred Sixty: (160) hours of compensated leave time (not to include contract negotiations) during the term of this agreement. If the FOP has a member serving on the National FOP or Oklahoma State FOP and /or FOP Labor Council Executive Board, the FOP will receive an additional sixty (60) hours of compensated leave time. The F. O. P. must give at least twenty-four (24) hours' notice to the Employer before the time will be compensated, provided that adequate manpower is available, as approved by the Chief of Police. If during the course of negotiations, a negotiation sessions lasts more than four (4) hours, employees required to work a shift within four (4) hours of the end of the negotiations session, will be allowed to take FOP leave without providing twenty-four (24) hours notice to the Chief of Police, provided the shift is otherwise adequately staffed.

**Section 2.** Each of the parties shall be limited to the following negotiation committees:

One Chief Spokesman  
One Note Taker  
Two General Members

Only two (2) members of the FOP committee shall be paid if on duty.

**Section 3.** Each party may have alternates who may attend negotiating sessions if one of the regular members is absent, except for the chief spokesman who shall not be excused except in cases of emergency.

**Section 4.** Documentation of any education received by a member while on FOP leave shall be provided to Employer within ten (10) days of receipt.

## **ARTICLE 10 HEALTH AND DENTAL COVERAGE**

**Section 1.** Health insurance coverage shall be available to each Employee and his or her dependents through the City from the insurance company currently under contract to provide such insurance.

**Section 2.** Dental insurance coverage shall be available to each Employee and his or her eligible dependent(s) through the City from the dental insurance company under contract with the City to provide such coverage.

**Section 3.** Health coverage shall also be available to each Employee and his or her dependents through the City from the health insurance provider currently under contract to provide such coverage.

**Section 4.** The Employer shall pay 100% of the cost of the health and dental coverage for each Employee and 100% of the cost of dependent dental coverage for each Employee, provided the Employee elects to take dependent health insurance coverage.

**Section 5.** For those members enrolled for family coverage, the City shall deduct the amount of One Hundred Thirty Three dollars (\$133.00) from each paycheck for the FY 2014-2015 and for FY 2015-2016. Those members not utilizing the family coverage will not receive any additional funds to the "Share the Savings" incentive.

**Section 6.** Retired employees and their dependents will be allowed to continue to participate in the group health and dental insurance programs up until they reach the age of sixty -five (65). The retired employee will be required to pay 100% of the total premium, plus a 15% administrative fee. The retired employee and their dependents must be covered under the insurance program prior to retirement, comply with all provisions of the program, and if the retired employee is covered by Medicare coverage they may participate in the employers insurance program. However, Medicare will be considered their primary coverage and the Cities will be considered their secondary coverage.

## **ARTICLE 11 UNIFORM CLEANING ALLOWANCE**

**Section 1.** The parties have negotiated regarding a separate payment to employees for uniform cleaning allowance. An amount has been included in the pay plan, "Attachment A," instead of a separate payment to employees. The parties agree that there shall be no payment made to employees for uniform cleaning allowance.

**Section 2.** Employees hired, as Police Officers shall be provided uniform items as listed in "Attachment B" of this contract upon hire.

**Section 3.** Seasonal uniform items as listed in "Attachment B" of this contract shall be provided to Employees on an as needed basis. Should the Department, by order of the Police Chief, change from one seasonal uniform to another, the Employer shall provide affected Employees with necessary uniform items to comply with the Chief's order.

**Section 4.** The Employer shall replace all uniform items listed in "Attachment B" of this contract as they become worn beyond use, destroyed while in performance of duties for the Yukon Police Department, or damaged beyond repair while in the performance of duties for the Yukon Police Department. All uniform items to be replaced shall be turned in to the Employer upon receipt of the replacement item. Uniform items destroyed or damaged by Employees while not in the performance of their duties for the Yukon Police Department shall be replaced at the expense of the Employee.

**Section 5.** The Employer reserves the right to outfit all Employees with uniform items it has in stock. Upon separation from employment with the Employer, Employees shall return all uniform items purchased by the Employer to the Employer, which has not been turned in previously.

**Section 6.** Non-uniform (Detective) Employees shall receive \$1000.00 per fiscal year for purchase of clothing used in the performance of duties for the City of Yukon. Sections Two (2), Three (3), and Four (4) shall not apply to non - uniformed Employees. Employees who separate from employment for any reason with the Yukon Police Department shall not be required to turn in non - uniform clothing items. They shall, however, be required to turn in all uniform items listed in "Attachment B" of this agreement that were issued to them. For Internal Revenue Service purposes, the non-uniform employees understand the \$1000.00 received may be reported as additional income received. Receipts for the purchase of clothing pursuant to this article shall be provided to the employer. The Chief of Police may establish a required dress code for non - uniformed employees.

## **ARTICLE 12**

### **LOST OR DESTROYED PERSONAL PROPERTY**

**Section 1.** The Employer will pay to an Employee 90% of the value of any watch, corrective lenses or weapon which is stolen, lost, damaged or destroyed in the line of duty and not due to the negligence of the Employee, up to a maximum of \$500.00 per Employee per item.

**Section 2.** All items stolen, lost, damaged or destroyed in the line of duty, which are covered by insurance, shall be compensated only after a settlement has been received from the insurance company. At that time, the Employer shall pay to the Employee 90% of the uncompensated balance, up to a maximum of \$500.00.

**Section 3.** The Police Chief or his designee in writing must approve all personal property used while on duty for use in order to be covered by this article.

## **ARTICLE 13 BULLETIN BOARD**

**Section 1.** The FOP may install, at its own expense, one bulletin board on space provided by the Employer. The use of the bulletin board shall be limited to FOP notices and other official FOP business. Any unauthorized material appearing on the bulletin board will be removed by FOP Officers upon request by the Employer, or may be removed by the Employer after having conferred with the FOP representative. Twenty-four hour access will be provided to both parties.

## **ARTICLE 14**

### **OVERTIME/CALLBACK TIME**

**Section 1.** All time which an Employee is required to work outside the Employee's regular shift, and in excess of one hundred sixty (160) hours in any 28 day work period, shall be considered overtime and shall be compensated as specified in Section Three (3) of this article, in compliance with Fair Labor Standards Act.

**Section 2.** A minimum of two (2) hours shall be allowed for any Employee who is called back to work after completing a regular shift, or when on his or her own scheduled days off.

**Section 3.** Compensation for overtime shall be in the form of compensatory time at the rate of one and one half (1 1/2) hours for each hour worked, OR cash payment at the rate of one and one half (1 1/2) times the Employee's regular hourly rate of pay. Each Employee will select their option.

**Section 4.** Once compensatory time is selected, it may only be converted to pay upon separation from employment. A maximum of eighty-eight (88) hours compensatory time may be accrued.

**Section 5.** Scheduled overtime shall be worked only by written authorization of the Shift Supervisor, subject to approval by Chief of Police. Special events, such as Czech Day, Fourth of July, Chisholm Trail Festival or any known scheduled events requiring employees to work on regularly scheduled days off to accommodate a special event, shall be compensated as specified in Section Three (3) of this article. Regular scheduled days off shall be defined as approved and scheduled vacation, holiday, or compensatory time and normal scheduled days off throughout the rest of the year, (i.e.) during six months rotation normally have Thursday and Friday off, then to accommodate a special event, the employee is required to work on Friday this would be covered as in Section Three 3.

**Section 6.** For emergency call back, the City's new Connect-CTY notification system will be used to notify all officers at once. The first officers that would call in and accept the overtime would be given the positions depending upon the number required. For shift coverage, when shortages are known in advance Officers assigned to that shift will be offered overtime assignments first. Shift vacancies which occur prior to the beginning or during the shift shall be filled by using the Connect-CTY system to call the shift closest to the time that the vacancy occurs, followed by the next scheduled shift, until the vacancy has been filled.

# ARTICLE 15

## HOLIDAYS

**Section 1.** The Employer recognizes the following as paid holidays:

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- Christmas Day
- Floating Holiday

**Section 2.** When a holiday falls on a regularly scheduled day off or vacation period, or when it is necessary to schedule work on the holiday, then compensatory time off will be scheduled by the shift supervisor and approved by the Police Chief.

**Section 3.** Any Employee who works a shift on a holiday will receive compensation at time and one half (1 ½) his regular rate for the time actually worked plus an additional shift off to be used at a later date. An Employee credited with time off under this section will be allowed to carry a maximum of three (3) shifts of holiday time accrued under this section during the fiscal year. The Employee will be required to make a concerted effort to take all accrued holiday time earned under this section by the last quarter of the fiscal year in which it is accrued. In the event the Employee requests to take the time off and his request is denied due to staffing needs, the Employee may carry over up to three (3) shifts of holiday time earned under this section into the next fiscal year. If the Employee is unable to take the leave due to manning issues, the Employee will be paid for the unused holiday leave during the next pay period following September 30<sup>th</sup> of the new fiscal year.

**Section 4.** Officers that are scheduled to work on Christmas or Thanksgiving holidays will receive pay at two times ( double time ) their regular pay and an additional shift off to be scheduled at another time ( in the 28 day work period if possible).

## **ARTICLE 16**

### **DUES CHECK OFF**

**Section 1.** The Employer agrees to deduct regular monthly Union dues from earned wages of those Employees who are members of the FOP. The deduction shall be made from each paycheck in an amount certified to be current by the Secretary/Treasurer of the Local FOP. A check for the total deductions will be mailed to the Treasurer of the FOP no later than fifteen (15) calendar days after the deductions are made. Fifteen (15) days prior to the first payroll deduction of FOP dues, the Employee shall individually sign an authorization card provided by the FOP and approved by the Employer, authorizing that the stated monthly dues deduction be made. The payroll deduction shall be revocable by the Employee notifying the Employer in writing. The FOP shall be notified of any revocation.

**Section 2.** The Employer will deduct only Union dues from the Employee's paycheck and will not deduct initiation fees, special assessments, fines or any other deductions other than for dues. In the event of an increase or decrease in Union dues, the FOP will give the Employer thirty (30) days' written notice of the amount of such change in order to allow the Employer to make the proper changes in its accounting records. No deductions will be made when the salary to be paid an Employee is not sufficient to cover the amount deducted.

**Section 3.** The Employer will provide the FOP Treasurer with a detailed report showing individual Employee's name and deduction amount at the time of payment.

**Section 4.** All deductions will be for the month in which they are taken. The FOP will refund all deductions refundable at the time of termination or resignation. The Employer shall not be responsible for errors. In the case of an error or improper deduction made by the Employer, an adjustment shall be made between the FOP and its member.

**Section 5.** The FOP shall indemnify, defend and hold the Employer harmless against any claims made and against any suits instituted against the Employer on account of payroll deductions of FOP dues.

**Section 6.** The FOP shall pay the Employer five and one -half percent (5<sup>1</sup>/<sub>2</sub> %) of the dues deducted or \$1.30 (one dollar and thirty cents) per deduction; whichever is greater, as administrative costs.

## **ARTICLE 17**

### **CONFLICT WITH OTHER PROVISIONS**

**Section 1.** In the event any provision of this agreement is different than or in conflict with any other employment provision or policy set by the Employer, then this agreement shall apply to the Employees covered by this agreement.

## **ARTICLE 18 SAVINGS CLAUSE**

**Section 1.** Should any article, section or portion of this agreement be held unlawful or unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof directly specified in the decision, and upon the issuance of such decision, the parties agree immediately to negotiate a substitute for the invalidated article, section, or portion thereof.

## **ARTICLE 19**

### **NEGOTIATIONS DURING TERM OF AGREEMENT**

**Section 1.** The parties acknowledge that during the negotiations which resulted in this agreement, each had the right and opportunity to make requests and proposals with respect to any subject or matter in the area of proper and legal collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Employer and the FOP, for the life of this agreement, each voluntarily and unqualifiedly, waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter pertaining to the employment relationship between the Employer and Employees covered by this agreement, even though such subject or matter may not have been within the knowledge or contemplation of any or all of the parties at the time that they were negotiated or the time this agreement was signed.

**Section 2.** Without limiting the waiver set forth in Section 1 of this article, and without compulsion to arrive at any agreement, the parties agree that the City Manager or his designee and a representative of the Employees will meet, upon request from either of those persons, not more frequently than once each calendar month and for not longer than two (2) hours for the purpose of discussing the administration of the terms of this agreement. For the purpose of the Agreement, consultation is defined as mutual discussion of matters appropriate for consultation, which are within the discretion of the parties in an effort to reach mutual understandings, receive clarification and/or information affecting Employees covered by this agreement.

**Section 3.** The parties recognize the rights and obligation pursuant to title 11 O.S. 51-111 commonly referred to as "prevailing rights."

**Section 4.** The Employer agrees to serve written notice to the FOP if modification to the policies is required due to changes in Federal or State regulations, statutes, or by decisions rendered by Courts having jurisdiction. The notification will allow for meetings and conference sessions. The notifications will be made ten (10) business days after receipt of the regulations or statutes that affect the required changes.

## **ARTICLE 20 LONGEVITY**

**Section 1.** The City of Yukon shall establish a longevity pay system for eligible unit members to begin with the effective date of this agreement.

**Section 2.** All members who have forty- eight: (48) months or more of continuous service to the City of Yukon shall receive an annual payment at the rate of \$13.00 per month of- service.

**Section 3.** Each eligible member shall receive his or her longevity payment once annually, during the month containing his or her anniversary date of hire.

# ARTICLE 21 INCENTIVE PAY

Section 1.

A. Members employed by the City on July 1, 2002 who have earned a degree or are currently and actively enrolled in a degree program from any accredited college shall receive educational incentive pay as follows upon presenting proof of completion of the degree to the employer:

Associate Degree .....	\$600
Bachelor Degree.....	\$1200
Master Degree.....	\$1800

B. Members employed by the City after July 1, 2002 who have earned a degree from any accredited college, and members who begin pursuing a degree program after July 1, 2002 from any accredited college, shall receive educational incentive pay as follows upon presenting proof of completion of the degree to the employer.

Associate Degree .....	\$400
Bachelor Degree.....	\$500
Master Degree.....	\$600

If the degree is related to the member's employment with the City of Yukon, as determined by the City Manager or his designee, the educational benefit shall be:

Associate Degree .....	\$800
Bachelor Degree.....	\$1400
Master Degree.....	\$2000

If member possesses a minimum of 60 credit hours related to the member's employment, he shall receive an educational benefit of \$800.

The Employer will pay for only one degree at each level and will pay only the bonus for the highest -level degree earned during the term of this agreement.

**Section 2.** Credits for each degree must be from an accredited college or university equal to those accredited by the North Central Accrediting Agency.

**Section 3.** Payment for educational incentive will be made in October of each fiscal year. Payment will be made by separate check.

**Section 4.** Employees who meet the following criteria shall receive an incentive payment of \$100.00 per fiscal year, to be paid by separate check in March. Any member who holds more than one of the listed or approved rating shall be paid the \$100.00 plus \$50.00 for any additional area of instruction:

- A. Specific designation by the Chief of Police; and
  - 1. Certified C.L.E.E.T. instructor; or
  - 2. Certified instructor of any agency approved in writing by the Chief of Police; or
  - 3. Intoxilyzer Specialist

**Section 5.** Copies of certifications set forth in Section 4 shall be on file with the Personnel Department prior to any payment.

**Section 6.** The City shall pay to all Employees who are certified as an Emergency Medical Technician (EMT) an incentive pay of \$650.00 per year. Copies of current state license certifications for EMT shall be on file with the Personnel Department prior to any payment.

**Section 7.** The City of Yukon recognizes that educational development encourages upward mobility and allows Employees to grow and develop in their present position.

- A. The maximum amount the City will reimburse tuition expended by an Employee is not more than Two thousand five hundred dollars (\$2,500.00) per fiscal year.
- B. Employees will be eligible for tuition reimbursement under the following guidelines:
  - 1) Tuition refunds will be granted only to full time Employees who have completed at least one (1) year of service prior to the date on which the course begins.
  - 2) Courses must be offered by accredited institutions.
  - 3) Courses must contribute toward the Employee's declared major or job performance related. Employee's declared major shall be directly related to Law Enforcement and a degree plan shall be submitted prior to any reimbursement.
  - 4) A GPA of 2.0 will receive 50 %, A GPA of 2.5 will receive 75% and a GPA of 3.0 will receive 100% of the amount in Section 8 A.
  - 5) Professional development reimbursements for ninety percent (90 %) of books and tuition, subject to available funding and statement of tuition costs and receipts.
- C. The resignation or discharge of an Employee automatically terminates their eligibility for benefits.
- D. If an individual obtains a degree that was paid for under this program, they are required to remain employed by the Yukon Police Department for at least three years. If they leave earlier than that they will be required to pay back the tuition reimbursement paid on their behalf beginning July 1,

## **ARTICLE 22**

### **WORKING OUT OF CLASSIFICATION**

**Section 1.** Any Sergeant or Lieutenant who has worked at the higher classification of Supervisor will be paid fifteen dollars (\$15.00) for every day worked at the higher classification in addition to their regular pay. Working out of classification means performing the duties or assuming the responsibilities of a higher ranking officer or position due to the absence of the officer. (Excluding regular scheduled days off, including vacations.)

**Section 2.** Any Corporal who has worked at the higher classification of Supervisor will be paid fifteen dollars (\$15.00) for any time worked at the higher classification in addition to their regular pay. Working out of classification means performing the duties or assuming the responsibilities of a higher ranking officer or position due to the absence of the Supervisor. (Regardless of regularly scheduled days off)

## **ARTICLE 23**

### **FIELD TRAINING OFFICER**

**Section 1.** Any time during the term of this agreement that a rookie Officer in the Field Training Program spends an entire shift with a Field Training Officer, and a daily observation report is completed, such Field Training Officer shall receive fifteen dollars (\$15.00) for the shift as compensation for the additional training duties. Payment shall be included in the regular paycheck.

**Section 2.** The Employer will announce any vacancies that occur in the position of Field Training Officer (FTO). Officers may submit applications to fill these vacancies within a reasonable time to be announced by the Employer.

All applicants for position of FTO must have a combination of three (3) years experience as a Patrol Officer that may include one (1) year prior experience with another agency and 2 years with the Yukon Police Department. Applicants and can have no suspensions or disciplinary probationary action in the last year. Applicants must have the supervisor's recommendation for the position he or she is applying for. All applicants must have the ability to attend and complete basic instructor development school, and the ability to attend and complete the required certification schools for the position in which they have applied. FTO must also have the ability to pass a test or tests that are determined to be appropriate and applicable for the position applied for. The Chief or his designee will administer the test or tests. After meeting and completing the above requirements, the applicant will attend and complete an oral review board selected by the Chief of Police or his designee as per policy regarding board selection in the area of FTO Officers. All applicants for the position of FTO must hold the rank of Corporal or Sergeant with the Yukon Police Department.

**Section 3.** The Field Training Officer may be removed by the Chief of Police if they do not perform up to standards in the Field Training program when instructing new officers, subject to grievance procedures.

**Section 4.** All Field Training Officers will be given a copy and instructed on training standards expected from them while training new officers.

**Section 5.** At the discretion of the Chief of Police, a Supervisor maybe used in an emergency situation.

# **ARTICLE 24**

## **DISCIPLINE AND DUE PROCESS**

### **Section 1. GENERAL**

A. The Chief of Police shall establish and maintain a system for the receipt of, Investigation and determination of complaints against Police Officers covered by this agreement that he receives from any person.

B. All members of the Yukon Police Department are subject to an internal investigation at the discretion of the Chief of Police when there is written documentation, which tends to indicate that an Officer may have violated an established City or Department Policy or procedure. The City of Yukon may make inquiry into matters, which come to its attention, which, if true, may be a violation of established City or Department Policy or Procedure, State or Federal law, when no written document exists.

C. Any Employee under an internal investigation who willfully provides false information to the investigating Officer shall be subject to disciplinary action up to and including discharge.

D. In order to properly delineate and protect the rights and responsibilities of the members of the Yukon Police Department with regard to disciplinary action which may affect wages, demotion or dismissal such investigation shall be conducted in a professional manner as set forth below.

E. Whenever a Police Officer is under investigation and is subject to interrogation for any reason (except a criminal investigation), which could lead to disciplinary action, demotion or dismissal, such interrogation shall be conducted under the following conditions:

Condition (i): The interrogation shall be conducted at a reasonable hour, preferable when the Officer is on duty, unless the seriousness of the investigation is of such a degree that an immediate action is required.

Condition (ii): The interrogation shall take place at the Yukon Police Department or at a location that is mutually agreed upon by both parties.

Condition (iii): The Officer under investigation shall be informed of the name of the person conducting the investigation and all persons present during the interrogation. All questions directed to the accused Officer shall be asked by and through one interrogator at any one time.

Condition (iv): Interrogation sessions shall be for reasonable periods of time and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.

Condition (v): The Officer under investigation shall not be subjected to offensive language or threatened with disciplinary action or dismissal. No promise or reward shall be made as an inducement to answering any questions. This provision does not, however, prevent the City or its agents from informing the Officer of the seriousness of the charges made against them.

Condition (vi): Either party may, at that party's sole expense, tape record the formal interrogation and at no time will there be unrecorded questions or statements. However, prior to the interrogation, an agreement may be reached by both parties that certain questions or statements for points of clarification may be unrecorded.

F. Employees who have been recommended for action affecting their wages shall be permitted to remain at work unless the Chief of Police feels such would be disruptive to the operation of the Department, in which the Employee may be suspended with pay through Step Three of the grievance procedure found in Article 4 of this contract. In making this decision, the Chief of Police shall confer with the affected Employee, at the affected Employee's request and give consideration to any feelings or opinions they have regarding their situation.

## **Section 2. CITIZEN'S COMPLAINT**

A. Any citizen's complaint alleging serious wrongdoing on the part of any member of the Yukon Police Department covered by this agreement which may be the basis for disciplinary action, demotion, or dismissal, shall be taken under oath in the form of an affidavit, signed, sworn to by the complainant, and duly notarized.

B. The Officer being investigated shall be notified of the complaint and provided with copies of any sworn statements, unless allegations involve criminal misconduct that comes within the provisions set out below.

C. The accused Officer shall meet with the Chief of Police or his designee to discuss the contents of the complaint and shall cooperate fully with any investigation that is undertaken. The accused Officer shall have the right to have legal and /or FOP representation during this discussion. The accused Officer shall also submit a written statement responding to the allegations against him or her.

D. Any interrogation of the accused Officer, if required, shall be conducted in a reasonable manner and shall not commence until the Officer has received notice in writing as stated above. The investigating Officer shall threaten no Officer with punitive action or demotion. Except in the case of a criminal investigation, the accused Officer shall be given twenty -four (24) hours' notice before any interrogation is conducted.

E. If any witness statements are obtained as a part of the investigation, the accused Officer shall be furnished with copies (except in criminal investigations). Any disciplinary action arising from a formal complaint shall be administered within five (5) administrative workdays from the date the investigation is completed. The Chief of Police upon completion of the investigation shall notify the accused Officer of the results of the investigation.

F. If criminal charges are not filed, then the Employee who has been the subject of the investigation shall have the right to obtain copies of all investigative materials, not otherwise protected by law by requesting them in writing, from the Chief of Police.

**Section 3. OTHER SOURCES OF INFORMATION**

A. Allegations not the result of a citizen's complaint involving violation of any departmental rule regulation or policy shall be made in writing within five (5) business days from time assigned for investigation with sufficient specificity to fully inform the Officer of the nature and circumstances of the violation, in order that he or she may properly defend him or herself.

**Section 4. CRIMINAL INVESTIGATION**

A. If an Officer is arrested or likely to be arrested or is a suspected in any criminal investigation, he or she shall be accorded the same constitutional rights as are accorded to any citizen.

## **ARTICLE 25 SUBSTANCE ABUSE TESTING AND TREATMENT**

**Section 1. Policy Statement:** The City recognizes the importance of having a drug and alcohol free workplace. The abuse of drugs, alcohol or other chemical substances endangers the safety of the public, the employee, and other City employees. The City recognizes that it is in its best interest, as well as the best interest of its employees and the public, to prevent and eliminate drug, alcohol and /or substance abuse in the work place. Any employee found using, possessing, selling, distributing or being under the influence of an illegal chemical substance and /or alcohol during working hours or while on City property or while using City equipment will be subject to discipline up to and including termination of employment.

**Section 2. Effective Date:** This policy will be effective ten (10) days after official posting at the Police Department and following distribution of the policy to all employees. In addition, a copy will be given to each applicant for employment upon receipt of a conditional offer of employment.

**Section 3. Application:** This policy applies to all Police Department employees as well as all applicants for employment once they have received a conditional offer of employment. This policy will comply with the Oklahoma Standards for Workplace Drug and Alcohol Testing Act, 40 O.S. §551 et. seq. (the "Act ") as amended.

**Section 4. Applicant Pre- Employment Testing:** All applicants will undergo drug and /or alcohol testing following a conditional offer of employment but prior to final hiring and assignment. Refusal to undergo a test, or a positive test, will result in the City withdrawing its conditional offer of employment. In addition, adulteration of a specimen for a drug or alcohol test will be considered as a refusal to undergo a test.

**Section 5. For Cause Testing:** Drug and /or alcohol testing may be conducted on any employee at any time the City has reasonable suspicion that there is cause to believe that an employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances:

- 5.1 Observation of drugs or alcohol on or about the employee's person or in the employee's vicinity;
- 5.2 Observation of conduct on the part of the employee that suggests that the employee is impaired or is under the influence of drugs or alcohol;
- 5.3 Receipt of a credible report of drug or alcohol use by an employee while at work;
- 5.4 Information that an employee has tampered with drug or alcohol testing at any time;

5.5 Negative job performance patterns by the employee; or

5.6 Excessive or unexplained absenteeism or tardiness.

The supervisor will verbally inform the employee of the reason for the test. Additionally, a written record of the situation leading to the drug or alcohol test will be created and signed by the supervisor(s) within 24 hours of the event. A copy of the report will be forwarded to the Human Resources Department.

The employee involved must stop work immediately and will be transported as soon as possible to the designated testing facility by a management/supervisory employee. The employee will not be allowed back to work until the results of the test are known.

**Section 6. Post Accident Testing:** Post - Accident drug and /or alcohol testing may be conducted on an employee where there has been damage to City property or equipment while the employee was at work or the employee or another person has sustained an injury while at work. The post accident test will be administered while the employee is still on duty or as close to as possible. No employee required to take a post accident alcohol or drug test may use any alcohol or drugs, of any kind, following the accident until he /she undergoes the post accident testing.

**Section 7. Random Testing:** The City may, at various times, require any member or all members of the bargaining unit to undergo drug or alcohol testing at random.

**Section 8. Periodic Scheduled Testing:** The City may require an employee to undergo drug or alcohol testing as part of a routinely scheduled employee fitness for duty examination or in connection with the employee's return to duty from a leave of absence due to an illness or injury.

**Section 9. Post Rehabilitation Testing:** The City may require an employee to undergo drug and /or alcohol testing, without prior notice, for a period of up to two (2) years after the employee's return to work following a confirmed positive test result or following participation in a drug or alcohol dependency program. Post - rehabilitation testing will be conducted in addition to any other testing the employee is subject to under this policy.

**Section 10. Substance for Which Tests May Be Given:** The City reserves the right to test for all drugs and for the presence of alcohol. The test for drugs may include, but not be limited to: amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, illegal steroid or a metabolite of any of the above.

Threshold reporting levels will be those established and maintained by the Federal Department of Transportation and as utilized by the National Institute for Drug Abuse (NIDA). Any positive levels below those established reporting levels will not be reported to the City's Review Officer by the testing laboratory.

**Section 11. Methods and Documentation:** Collection, storage, transportation, testing facilities and testing procedures will be conducted in accordance with rules established by the State Board of Health. Samples may be collected on the premises of the City at its election. Body component samples will be collected with due regard to the privacy of the individual being tested. In no case may any City employee directly observe collection of a urine sample. A written record of the chain of custody of the sample will be maintained until the sample is no longer required.

All sample testing will conform to scientifically accepted analytical methods and procedures. Testing will include confirmation testing of any positive test results by gas chromatography, gas chromatography-mass spectroscopy, or an equivalent scientifically accepted method of equal or greater accuracy as approved by the State Board of Health at the cut off levels as determined by the State Board of Health. In the case of the use of Breathalyzer testing method, no discipline may be imposed unless there is a confirmation test performed on a second sample that confirms the prior results.

An applicant or employee will be given the opportunity to provide notification of any information which he/she considers relevant to the test, including currently or recently used drugs or other relevant information. In the event that an employee wishes to challenge the results of the City's test, he/she may do so as provided in this policy. The employee must have had the sample collected within one hour of the City's sample and such retest must be in accordance with the standards set forth by the State Board of Health and in this policy.

**Section 12. Costs:** The City is responsible for all costs associated with drug or alcohol testing. However, if an employee or applicant requests a confirmation test of a sample within twenty-four (24) hours of receiving notice of a positive test result in order to challenge the results of the positive test, the employee or applicant is responsible for the cost of the confirmation test unless the confirmation test reverses the findings of the challenged positive test. In such case, the City will reimburse the person for the cost of the confirmation test.

**Section 13. Refusing to Undergo Testing or Tampering with Sample:** Employees refusing to undergo testing according to the terms of this policy will be subject to disciplinary action up to and including termination. Adulteration of a specimen or of a drug or alcohol test will be considered as a refusal to undergo a test and will result in disciplinary action up through and including termination of employment.

**Section 14. Review Officer:** The City will contract with a Review Officer who will receive confirmed positive test results from the testing facility and evaluate those results in conjunction with the subject employee and/or applicant. The Review Officer will be qualified by the Board of Health to receive, interpret and evaluate the test results. Upon receiving a confirmed positive test result, the Review Officer will contact the applicant or employee prior to notification of City officials. The applicant or employee will be given the opportunity to explain the test results.

**Section 15. Confidentiality:** The City will treat all test and all information related to such test, as confidential materials. All records relating to drug testing will be

kept separated from personnel records. The records are the property of the City but will be made available to the affected applicant or employee for inspection and copying upon request and will also be available for review by the City' Review Officer. Except as set forth below, the records will not be released to any person other than the applicant or the employee without that person's express written permission. However, the City may release the records:

- a. to comply with a valid judicial or administrative order;
- b. as admissible evidence in a case or proceeding before a court of record or administrative agency if the employee or the City is named as a party in the case or proceeding; or
- c. to employees or agents of the City who need access to the records in connection with the administration of this Policy and the Oklahoma Standards for Workplace Drug and Alcohol Testing Act.

**Section 16. Disciplinary Action:** The City may elect to take disciplinary action, up to and including termination of employment, against an employee who: 1) tests positive for drugs and /or alcohol; 2) refused to test under this policy; or 3) adulterates a specimen for a drug or alcohol test.

16.1 Positive Test Results: The City will evaluate the employment history of any employee who tests positive for drugs and /or alcohol. The appropriate course of action will be determined based on the employee's total work record. Where deemed appropriate by management, an employee may be offered the opportunity to enter into a rehabilitation program. Continued employment will be contingent upon the successful completion of a rehabilitation program and an agreement to undergo periodic drug and /or alcohol post - rehabilitation testing for up to two (2) years. However, the City reserves the right to initiate disciplinary action, up to an including termination of employment, for the first positive test result. An decision regarding disciplinary action under this policy by management will be final and binding subject to the grievance process available to permanent full time members of the bargaining unit.

16.2 Employees who have tested positive, and who have been offered the opportunity to participate in a rehabilitation program in lieu of termination of employment, will not be allowed to return to work until they can provide a verified negative "return to work" test from a City approved facility. An employee may be allowed a maximum of 12 weeks to provide a verified negative "return to work" drug or alcohol test. If a negative test is not provided within 12 weeks, the employee will be terminated from employment. Until a negative "return to work" test is supplied, the employee will be on leave without pay. However, an employee will be allowed to use accrued sick leave, compensatory time and vacation leave. An employee may request a "return to work" test no sooner than two weeks from a positive test result, and subsequently every other week thereafter, until a negative "return to work" test is obtained. Employees refusing to seek help or submit to testing in accordance with this policy will be subject to disciplinary action.

16.3 In the event the City does not terminate the employment of an employee who has a positive test result, the employees who enters a rehabilitation

program after the positive test results will be permitted to do so only once. Any future recurrence for abuse with the same or any other substance will result in termination of employment.

16.4 An employee who is discharged from employment on the basis of refusal to undergo drug or alcohol testing or based on a positive drug or alcohol test will be considered as having been discharged for misconduct for the purpose of unemployment compensation and the City will protest any application for unemployment benefits.

**Section 17. Prohibitions:** No employee may report for duty within four hours after using alcohol or remain on duty while having an alcohol concentration of 0.04 or greater, and no supervisor will permit any employee to perform any work duties if the supervisor is aware the employee has an alcohol concentration of 0.04 or greater. No employee will be on duty or operate a City vehicle/equipment or perform job duties while in possession of alcohol nor use alcohol during duty time. Further, no employee may report for duty, drive a City-owned vehicle, operate City equipment or remain on duty when the employee has used any controlled substance, except when the use is pursuant to the instructions of a physician and where the physician has advised an employee the substance will not adversely affect an employee's ability to drive a vehicle or operate equipment. No supervisor having knowledge that an employee has used a controlled substance may permit an employee to be on duty or drive/operate any City vehicle or equipment.

**Section 18. Responsibilities of Individuals:** In order to comply with the provisions of this policy, each employee assumes the following responsibilities:

18.1 **Working Under the Influence of Performance Impairing Medication:** Employees who have been prescribed legal medications that might affect the safe performance of their duties are required to notify their supervisors prior to performing any hazardous or dangerous tasks.

18.2 **Reporting to Work or Working While Impaired:** Employees may not report to work and may not continue to work while impaired by any restricted substance identified in this policy.

18.3 **Reporting Violations:** The services provided by certain employees are performed, at times, under hazardous and dangerous conditions. Thus, employees are encouraged to come forward and report any violation of this policy to management. This information may be instrumental in the prevention of serious accidents and injuries on the job.

## **ARTICLE 26 SICK LEAVE**

**Section 1.** Upon retirement from employment with the City of Yukon under Social Security, Worker's Compensation, Oklahoma State Police Pension, or Oklahoma Municipal Retirement Fund, and where the person retiring shall actually begin receiving retirement benefits within sixty (60) days, the City shall pay the Employee for 100% of accrued sick leave, through the date of retirement, at 75% of their final hourly rate of pay. Such payment shall be made by separate check.

**Section 2.**

A. For Officers assigned to a 10 hour shift, sick leave shall be earned at the rate of one (1) shift, or ten (10) hours, per month.

B. Officers may accrue up to 720 hours of sick leave.

C. Officers assigned to a 10 hour shift, and who have accrued more than 720 hours of sick leave, shall be reimbursed for all hours in excess of 720 hours, up to 120 hours, at seventy-five (75%) of their current hourly rate.

D. Officers assigned to an 8 hour shift, shall continue to accrue one (1) shift, or eight (8) hours per month. These Officers shall accrue up to 720 hours of sick leave and shall be reimbursed for all hours in excess of 720 hours, up to 96 hours, at seventy-five (75%) of their current hourly rate.

E. Payment for sick leave accumulated above the 720 hours, shall be made in January of each year.

## **ARTICLE 27**

### **SHIFT ASSIGNMENT**

**Section 1.** An Officer will not be involuntarily reassigned to a different shift more frequently than once every one hundred eighty (180) days, unless the purpose of the reassignment is to fill a permanent vacancy or temporary absence.

**Section 2.** When the Employer implements an involuntary reassignment of shifts, all Officers will be included in the reassignment except the following:

A. Officers who must necessarily remain on their present shift in order to pursue a course of education which qualifies under the program set forth in Article 21 of this agreement.

B. Officers who must necessarily remain on their present shift to accommodate the non-reassignment of Officers described in (A) and (B) above, or who are protected from involuntary transfer due to a prior involuntary transfer within one hundred eighty (180) days.

C. Officers who, because of family matters or other interests and who desire to work on a shift, may request of the Chief of Police a permanent assignment to that shift. Assignments, if approved, will be made on a seniority basis.

**Section 3.** Shift assignments will be made on a voluntary basis, in accordance with Article 30. Officers will be allowed to request shift placement and will specify their first, second, and third preferences. Officers not granted their first preference during the immediate rotation may be granted their first preference on the subsequent rotation. Officers may be permitted to change shifts, provided they are able to find an Officer of equal rank to accommodate the shift, and subject to the approval of the Chief of Police.

**Section 4.** The Employer will determine the rank structure on all shifts. Minimum manning (staffing) levels will consist of one supervisor and three full time Police Officers, except in cases of emergency. The supervisor shall be in uniform, working the street and taking calls for service. Minimum manning (staffing) levels will be reduced to a minimum of one supervisor and two full time officers should a shift fall below eight total officers due to an officer being placed on administrative leave, termination of an officer, an extended injury leave, sick leave (exceeding five (5) days), or an officer being assigned to a special assignment or training (exceeding five (5) days). When the staffing level of a shift falls below the eight officers, the Chief of Police may balance the staffing levels on the shift through volunteers. However, if no one volunteers the Chief of Police may assign an officer to work on the shift which does not have the minimum staffing. The chief may assign an officer starting with the lowest seniority until the manning level on each of the shifts can be returned to the minimum of eight officers. An officer will only be assigned involuntarily to a shift under these circumstances once during a six month shift rotation. If a second need arises then the next lowest officer in seniority will be assigned.

A. Reserves and part -time Officers will only be used to supplement these manning levels, except in cases of emergency when reserves and part-time Officers may be used to meet minimum manning levels.

**Section 5.** An Employee and the Employer may mutually agree to waive the one hundred eighty (180) days assignment.

**Section 6.** Employees should not be required to work more than forty-eight months without a change in shift. However, in order to accommodate special assignments and educational pursuits, upon request by the Employee and approval of the City Manager or his designee, an employee may be allowed to work more than forty-eight months on one shift.

**Section 7.** All shift reassignments should commence on January 1 or to the closest beginning of a new 28 day work schedule.

## **ARTICLE 28 ANNUAL TRAINING**

**Section 1.** Subject to the exceptions noted in Section 2 below, each Officer shall receive at least forty (40) hours training each fiscal year.

**Section 2.** The following exceptions shall apply to the annual training:

A. Employees shall not be allowed to retake courses of instruction, unless the first attempt resulted in failure or no credit, or unless required. (ie: Board of Tests, Taser, etc.)

B. Employees shall not be allowed to pursue a course of instruction below the level for which they currently qualify.

C. Employees shall not be allowed to participate in annual training if the needs of the department will not allow the loss of manpower, as determined by the Chief Of Police and /or City Manager.

**Section 3.** If a member desires to pursue training at his /her own expense that falls outside exceptions A and B above, he or she may do so if approved by the Chief of Police.

**ARTICLE 29**  
**AMERICANS WITH DISABILITIES and FAMILY LEAVE**

**Section 1.** Those policies so stated in the personnel manual accepted by the City Council of the City of Yukon shall comply with the ADA and FMLA.

## ARTICLE 30 SENIORITY

**Section 1.** Seniority shall be determined as between two or more Employees by the highest rank. When two (2) or more Employees are of the same rank, seniority shall be determined by the length of service within rank. As between two or more Employees of the same rank, who have the same length of service in said rank, seniority shall be determined by length of continuous full time service as a Police Officer with the Yukon Police Department. Police Officers not holding rank shall determine seniority by their dates of hire with the City of Yukon.

**Section 2.** Except where impractical due to skill levels of Officers, or where special working conditions exist which would preclude certain Officers from working specific shifts or days, and considering manning levels (in which cases the ruling of the Chief of Police shall be final), subject to the grievance process), seniority shall be the factor to be considered by the Chief of Police in determining the priority of each Employee to:

- A. Elect which shift they wish to work;
- B. Time when annual vacation is granted;
- C. Regularly scheduled days off;
- D. First choice as to which of the following three holidays they shall be off:
  - 1) Thanksgiving
  - 2) Christmas
  - 3) New Year's

**Section 3.** Seniority shall be lost upon the occurrence of any of the following events:

- A. Discharge
- B. Resignation from employment
- C. Retirement
- D. Unexcused failure to return to work upon expiration of a leave of absence

# **ARTICLE 31 DETECTIVE DIVISION**

**Section 1.** Rotational assignment to Detective Division may be made by the employer.

## **ARTICLE 32 FIREARMS INCENTIVE**

**Section 1.** Firearms Incentive pay shall be paid to each member of the Bargaining Unit who qualifies with a score of 90% or better on their first attempt at quarterly qualifications with his or her service weapon.

The qualifying score must be with the weapon carried on duty and must be declared to the firearms instructor prior to the qualification attempt. Backup weapons or shotguns do not qualify for incentive pay.

Incentive pay of \$100 will be paid for each quarterly qualification with a score of 90% or better on the first full pay period following the qualification.

## **ARTICLE 33**

### **LIGHT DUTY POLICY**

The City of Yukon has no responsibility to create or to provide light duty assignment for employees who are injured or recovering from an illness or other medical conditions.

The Department Head, at his discretion and with the approval of the City Manager, may provide light duty assignments for employees who have suffered an injury, illness, a medical condition or to temporarily fill a vacant position based on the following guidelines:

A. Light duty assignments will only be granted under the following conditions:

1. A light duty position is available
2. The affected employee must be qualified and adequately trained to perform the light duty assignment or agree to be trained.
3. Light duty assignments will be assigned with physician's authorization (not required if light duty assignment is not medically related).
4. Light duty assignments will be at the discretion of the Chief of Police, with the approval of the City Manager, based on the employee's abilities and shall not, in the opinion of the Chief of Police, create hardships on other employees performing regular duty assignments.
5. If in the opinion of the Chief of Police, a light duty assignment needs to be filled, he /she may at their discretion, with the approval of the City Manager, assign regular personnel to fill that vacancy until a suitable replacement may be found.

B. Light duty assignments are for a maximum period of forty-five (45) days. The Chief of Police, at his discretion and with the approval of the City Manager, may extend the length of the light duty assignment based on the needs of the department. A re-evaluation of the employee's medical condition may be required for an extension of the light duty assignment. The days of the week and hours will be designated by the Chief of Police.

C. Sworn personnel assigned to light duty may be assigned to dispatch, records, administration or call reporting. He /she will surrender their take home patrol units. The Chief of Police will designate the dress code while on light duty. A weapon will not be worn unless authorized by the Chief of Police.

D. Should a light duty assignment not be a viable alternative or if an employee is unable to perform the essential function of their assigned position, the employee may:

1. Utilize accrued sick or vacation leave
2. Apply for Family Medical Leave Act (FMLA)
3. Apply for Disability Retirement (if eligible)
4. Separate from employment

**IN WITNESS WHEREOF**, the Employer has set its hand this

\_\_\_\_\_ day of \_\_\_\_\_, 2014

BY: \_\_\_\_\_  
Mayor

ATTEST

BY: \_\_\_\_\_  
City Clerk

**IN WITNESS WHEREOF**, the Bargaining Unit has set its hand this

\_\_\_\_\_ day of \_\_\_\_\_, 2014

BY: \_\_\_\_\_  
President , Lodge No. 173  
Fraternal Order of Police

**APPROVED AS TO FORM** this \_\_\_\_\_ day of

\_\_\_\_\_, 2014

\_\_\_\_\_  
City Attorney

**ATTACHMENT A**  
**Effective July 1, 2011**

**PAY PLAN GOES HERE**

Both parties agree that, upon a timely request by the FOP to reopen negotiations for a possible cost of living increase only for FY 2015-2016, they will meet on March 1, 2015 to discuss any such cost of living increase.

A survey of the eight (8) metro cities including, Bethany, Del City, Edmond, Midwest City, Moore, Mustang, The Village, and Warr Acres, will be utilized, as a goal, to try to set a minimum standard for pay as funds are available.

The City of Yukon and the FOP further agree that if a canine officer is appointed, he or she will receive three and one-half (3<sup>1</sup>/<sub>2</sub>) hours per week in pay for time spent in care of his or her dog.

<b>Position</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>	<b>Step 11</b>	<b>Step 12</b>
<b>Police Officer</b>	<b>38,260</b>	<b>40,272</b>	<b>42,392</b>	<b>44,622</b>	<b>46,972</b>	<b>49,444</b>	<b>52,046</b>	<b>54,787</b>	<b>57,670</b>	<b>59,111</b>	<b>60,589</b>	<b>62,104</b>
	18.39	19.36	20.38	21.45	22.58	23.77	25.02	26.34	27.73	28.42	29.13	29.86
<b>Corporal</b>	<b>44,288</b>	<b>46,620</b>	<b>49,076</b>	<b>51,656</b>	<b>54,374</b>	<b>57,237</b>	<b>60,251</b>	<b>63,419</b>	<b>66,757</b>	<b>68,427</b>	<b>70,138</b>	<b>71,890</b>
	21.29	22.41	23.59	24.83	26.14	27.52	28.97	30.49	32.09	32.90	33.72	34.56
<b>Detective</b>	<b>47,880</b>	<b>50,399</b>	<b>53,052</b>	<b>55,843</b>	<b>58,781</b>	<b>61,877</b>	<b>65,133</b>	<b>68,560</b>	<b>72,169</b>	<b>73,974</b>	<b>75,823</b>	<b>77,719</b>
	23.02	24.23	25.51	26.85	28.26	29.75	31.31	32.96	34.70	35.56	36.45	37.36
<b>Sergeant</b>	<b>47,880</b>	<b>50,399</b>	<b>53,052</b>	<b>55,843</b>	<b>58,781</b>	<b>61,877</b>	<b>65,133</b>	<b>68,560</b>	<b>72,169</b>	<b>73,974</b>	<b>75,823</b>	<b>77,719</b>
	23.02	24.23	25.51	26.85	28.26	29.75	31.31	32.96	34.70	35.56	36.45	37.36
<b>Lieutenant</b>	<b>54,972</b>	<b>57,864</b>	<b>60,913</b>	<b>64,116</b>	<b>67,491</b>	<b>71,044</b>	<b>74,783</b>	<b>78,719</b>	<b>82,861</b>	<b>84,933</b>	<b>87,055</b>	<b>89,232</b>
	26.43	27.82	29.29	30.83	32.45	34.16	35.95	37.85	39.84	40.83	41.85	42.90
<b>Captain</b>	<b>62,065</b>	<b>65,334</b>	<b>68,770</b>	<b>72,390</b>	<b>76,200</b>	<b>80,208</b>	<b>84,432</b>	<b>88,877</b>	<b>93,558</b>	<b>95,897</b>	<b>98,294</b>	<b>100,751</b>
	29.84	31.41	33.06	34.80	36.63	38.56	40.59	42.73	44.98	46.10	47.26	48.44

# ATTACHMENT

## B

### UNIFORM AND EQUIPMENT ITEMS AND THE NUMBER SUPPLIED OR REQUIRED

Uniform Hat: 1 straw and 1 felt

Uniform Hat Badge 1

Ike Jacket 1

Breast Badge 2

Collar Brass 1

Metal "P" Buttons 6

Tie 1

Gold /Silver Nameplate 2

Uniform Trousers 4 pair

Uniform Shirts 4 long sleeve and 4 short sleeve

Foul Weather Jacket 1

Patches will be supplied for uniforms and jackets

#### OTHER EQUIPMENT

Flashlight 1

Body Armor (Vest) 1

Baton 1

Baton Holder 1

Handcuffs 1

Holster, 1 Leather Clarino

Under belt 1 Velcro

Uniform Belt, 1 Velcro Leather Clarino

Handcuff Case, 1 Leather Clarino

OC Spray 1

OC Spray Holder 1

Belt Keepers 4, Leather Clarino

Magazine Pouch (Double), Leather Clarino 1

Portable Police Radio w/ speaker /microphone 1

Police Radio Holder 1

Special Event Shirt 2 — Provided by the City

Special Event Shorts 2 — As specified by the City at employee's own expense as an option.

Special Event Shoes 1 pair — As specified by the City at employee's own expense as an option.

Water re- hydration system (camel -Bak 70oz) — 1 authorized at employee's own expense.

Note: Special Events Shirts may be worn when daily temperatures are 90 degrees F or above as Approved by the Chief of Police.

# GRIEVANCE PROCEDURES

STEP I: EMPLOYEE STATES GRIEVANCE - FORWARDS TO DEPUTY CHIEF

|

STEP II: REQUESTED RELIEF

Employee's Signature \_\_\_\_\_

Date \_\_\_\_\_

**DEPUTY CHIEF'S RESPONSE**

Signature \_\_\_\_\_  
Deputy Chief's or Captain's Response

Date \_\_\_\_\_

STEP III. EMPLOYEE STATES DISSENTING OPINION

Employee's Signature \_\_\_\_\_

Date Discussed \_\_\_\_\_

POLICE CHIEF'S RESPONSE  
IN WRITING.

STEP IV. EMPLOYEE STATES DISSENTING OPINION

Employee's Signature \_\_\_\_\_

Chief's Signature \_\_\_\_\_

Date \_\_\_\_\_

STEP V. CITY MANAGER'S RESPONSE  
IN WRITING

Approved: \_\_\_\_\_

Denied: \_\_\_\_\_

Manager's Signature \_\_\_\_\_

Date: \_\_\_\_\_

# Memorandum of Understanding

Yukon Police Department,

March 11, 2014

Yukon FOP (Lodge 173)

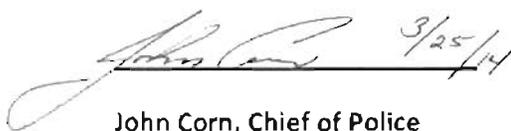
## Negotiated addition to current CBA

This Memorandum of Understanding (MOU) has been negotiated between the City of Yukon and FOP Lodge 173 and will remain in effect until a new collective bargaining agreement has been negotiated and approved by both entities. This MOU will only address Article 26 of the current CBA and Section 604 of the current City of Yukon Personnel Manual. All other articles of the current CBA and all other policies currently in place will remain unaffected by this MOU.

This MOU has been negotiated to align the "sick leave accrual" with the 10 hour shifts currently in place. Wherein, Officers currently assigned to a 10 hour work day shall accrue 10 hours of sick leave per month. Once a new CBA has been negotiated and approved by both the City of Yukon and the Yukon FOP, the following wording shall be added to the CBA.

### Article 26 section 2:

- A. *For officers assigned to a 10 hour shift, sick leave shall be earned at the rate of one (1) work day, or ten (10) hours, per month.*
- B. *Officers may accrue up to 720 hours of sick leave.*
- C. *Officers assigned to a 10 hour shift, and who have accrued more than 720 hours of sick leave, shall be reimbursed for all hours in excess of 720 hours, up to 120 hours, at seventy-five (75%) of their current hourly rate.*
- D. *Officers assigned to an 8 hour shift, shall continue to accrue up to 720 hours of sick leave and shall be reimbursed for all hours in excess of 720 hours, up to 96 hours, at seventy-five (75%) of their current hourly rate.*
- E. *Payment for sick leave accumulated above the 720 hours, shall be made in January of each year.*

 3/25/14  
John Corn, Chief of Police

 403  
Terry Prigmore, FOP President

IAFF Contract 2014-2015  
ATTACHMENT "A"

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
<b>Firefighter</b>	\$ 35,888.00	\$ 37,683.00	\$ 39,567.00	\$ 41,545.00	\$ 43,623.00	\$ 45,803.00	\$ 48,094.00	\$ 50,499.00	\$ 53,023.00	\$ 54,349.00	\$ 55,708.00	\$ 57,101.00
	\$ 14.11	\$ 14.81	\$ 15.55	\$ 16.33	\$ 17.15	\$ 18.00	\$ 18.90	\$ 19.85	\$ 20.84	\$ 21.36	\$ 21.90	\$ 22.45
<b>Corporal</b>	\$ 44,363.00	\$ 46,581.00	\$ 48,910.00	\$ 51,355.00	\$ 53,923.00	\$ 56,619.00	\$ 59,450.00	\$ 62,423.00	\$ 65,544.00	\$ 67,182.00	\$ 68,862.00	\$ 70,584.00
	\$ 17.44	\$ 18.31	\$ 19.23	\$ 20.19	\$ 21.20	\$ 22.26	\$ 23.37	\$ 24.54	\$ 25.76	\$ 26.41	\$ 27.07	\$ 27.75
<b>Sergeant</b>	\$ 50,263.00	\$ 52,777.00	\$ 55,415.00	\$ 58,186.00	\$ 61,096.00	\$ 64,150.00	\$ 67,358.00	\$ 70,726.00	\$ 74,262.00	\$ 76,118.00	\$ 78,021.00	\$ 79,972.00
	\$ 19.76	\$ 20.75	\$ 21.78	\$ 22.87	\$ 24.02	\$ 25.22	\$ 26.48	\$ 27.80	\$ 29.19	\$ 29.92	\$ 30.67	\$ 31.44
<b>Training Officer</b>	\$ 55,415.00	\$ 58,186.00	\$ 61,096.00	\$ 64,150.00	\$ 67,358.00	\$ 70,726.00	\$ 74,262.00	\$ 77,974.00	\$ 81,873.00	\$ 83,920.00	\$ 86,018.00	\$ 88,168.00
	\$ 26.64	\$ 27.97	\$ 29.37	\$ 30.84	\$ 32.38	\$ 34.00	\$ 35.70	\$ 37.49	\$ 39.36	\$ 40.35	\$ 41.35	\$ 42.39
<b>Captain</b>	\$ 59,397.00	\$ 62,367.00	\$ 65,486.00	\$ 68,760.00	\$ 72,198.00	\$ 75,808.00	\$ 79,598.00	\$ 83,578.00	\$ 87,757.00	\$ 89,951.00	\$ 92,200.00	\$ 94,505.00
	\$ 23.35	\$ 24.52	\$ 25.74	\$ 27.03	\$ 28.38	\$ 29.80	\$ 31.29	\$ 32.85	\$ 34.50	\$ 35.36	\$ 36.24	\$ 37.15
<b>Battalion Chief</b>	\$ 62,367.00	\$ 65,486.00	\$ 68,760.00	\$ 72,198.00	\$ 75,808.00	\$ 79,598.00	\$ 83,578.00	\$ 87,757.00	\$ 92,145.00	\$ 94,449.00	\$ 96,810.00	\$ 99,230.00
	\$ 24.52	\$ 25.74	\$ 27.03	\$ 28.38	\$ 29.80	\$ 31.29	\$ 32.85	\$ 34.50	\$ 36.22	\$ 37.13	\$ 38.05	\$ 39.01

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_, 2014

BY: \_\_\_\_\_  
MAYOR

ATTEST:

BY: \_\_\_\_\_  
CITY CLERK

BY:  \_\_\_\_\_  
PRESIDENT, LOCAL 2055  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014

BY: \_\_\_\_\_  
CITY ATTORNEY