



CITY COUNCIL AGENDA
June 7, 2016

John Alberts, Mayor ~ Ward 2
Michael McEachern, Vice Mayor ~ Ward 4
Richard Russell, Council Member ~ Ward 1
Earline Smaistrle, Council Member ~ At-Large
Donna Yanda, Council Member ~ Ward 3
Jim Crosby, City Manager

Yukon City Council / Yukon Municipal Authority Work Session
Centennial Building - 12 South 5th Street
June 7, 2016 – 6:00 p.m.

1. Discussion of future capital projects.

City Council - Municipal Authority Agendas

June 7, 2016 - 7:00 p.m.

Council Chambers - Centennial Building

12 South Fifth Street, Yukon, Oklahoma

The City of Yukon strives to accommodate the needs of all citizens, including those who may be disabled. If you would like to attend this Council meeting but find it difficult to do so because of a disability or architectural barrier, please contact City Hall at 354-1895. We will make a sincere attempt to resolve the problem. If you require a sign-language interpreter at the meeting, please call or notify City Hall, 500 West Main, by noon, June 6, 2016.

Invocation: Father Rex Arnold, St. John Nepomuk Catholic Church

Flag Salute:

Roll Call: John Alberts, Mayor
Michael McEachern, Vice Mayor
Richard Russell, Council Member
Earline Smaistrla, Council Member
Donna Yanda, Council Member

Presentations and Proclamations

Eagle Scout Hayden Frampton

Visitors

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

1A. YMA Consent Docket

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

The City Manager recommends a motion to approve:

A) The minutes of the regular meeting of May 17, 2016

ACTION_____

2A. Consider approving Resolution No. YMA 2016-02, a Resolution approving the Yukon, Oklahoma Municipal Authority budget for the fiscal year 2016-2017 and establishing budget amendment authority

ACTION_____

- 3A. Consider accepting a Utility Easement, Tract No. 7 from ODB Investors, LLC, located in Government Lot 1, Northwest Quarter (NW/4), Section Nineteen (19), Township 12 North (T12N), Range Five West (R5W) (near Frisco Rd. and Hwy 66), to be used for a new 12-inch water line, in consideration of the sum of One Dollar (\$1.00), as recommended by the City Engineer**

ACTION _____

- 4A. Consider accepting a Temporary Easement, Tract No. 7A from ODB Investors, LLC, located in Government Lot 1, Northwest Quarter (NW/4), Section Nineteen (19), Township 12 North (T12N), Range Five West (R5W) (near Frisco Rd. and Hwy 66), to be used for a new 12-inch water line, in consideration of the sum of One Dollar (\$1.00), as recommended by the City Engineer**

ACTION _____

- 5A. Consider approving Amendment Four to the Agreement for Operations, Maintenance and Management Services with Veolia Water North America-Central, LLC, allowing for Change of Scope and a new reduced fee for 2016-17 of \$1,135,564.00, to take effect July 1, 2016, as recommended by the Public Works Director**

ACTION _____

(Adjourn as YMA and Reconvene as Yukon City Council)

1. Consent Docket

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

The City Manager recommends a motion that will approve:

- A) The minutes of the regular meeting of May 17, 2016**
- B) Payment of material claims in the amount of \$327,635.95**
- C) The 2016-2017 Renewal Participation Agreement with Oklahoma Municipal Assurance Group (OMAG) Workers' Compensation Plan in the amount of \$708,742.00**
- D) A proposal from the Yukon Soccer Club to purchase and install fencing to enclose the Ranchwood Park and Taylor Park Soccer Fields, at no expense to the City of Yukon, as recommended by the Yukon Park Board**
- E) An addendum to the existing Prisoner Public Works Project contract with the Oklahoma Department of Corrections, for the assignment of Union City prisoners to Public Works projects, to extend the effective date of the agreement to September 30th, 2016**

- F) **Accepting Oklahoma Department of Environmental Quality Permit No. SL000009160375 for the construction of approximately 560 linear feet of eight (8) inch sewer line and appurtenances to serve the City of Yukon Stonegate Office Park Sewer Line Extension Project, Canadian County, Oklahoma**
- G) **Denial of Claim No. 201945-LR from Jennifer Shields, for sewer backup, as recommended by the Oklahoma Municipal Assurance Group**
- H) **Setting the date for the next regular Council meeting for June 21, 2016, 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 Resolution No. 2016-03, a Resolution approving the City of Yukon, Oklahoma budget for the fiscal year 2016-2017 and establishing budget amendment authority**

ACTION _____

- 4. **Consider approving the Collective Bargaining Agreement between the City of Yukon and the International Association of Firefighters Local #2055 for the fiscal year of 2016-2017**

ACTION _____

- 5. **Consider approving Ordinance 1337, an Ordinance amending the Employee Retirement System, Defined Benefit Plan for the City of Yukon, Oklahoma; Providing retirement benefits for eligible employees of the City of Yukon, Oklahoma; Pertaining to contributions by employees; Providing for employer pickup of mandatory contributions; Providing for repealer and severability; and declaring an emergency.**

ACTION _____

- 5a. **Consider approving the Emergency Clause of Ordinance No. 1337**

ACTION _____

6. Consider approving the bid specifications and authorizing the issuance of a Request for Proposals for abatement of trash, grass, weeds, trees and brush Code Violations, as recommended by the Development Services Director

ACTION _____

7. Consider accepting a Utility Easement, Tract No. 7 from ODB Investors, LLC, located in Government Lot 1, Northwest Quarter (NW/4), Section Nineteen (19), Township 12 North (T12N), Range Five West (R5W) (near Frisco Rd. and Hwy 66), to be used for a new 12-inch water line, in consideration of the sum of One Dollar (\$1.00), as recommended by the City Engineer

ACTION _____

8. Consider accepting a Temporary Easement, Tract No. 7A from ODB Investors, LLC, located in Government Lot 1, Northwest Quarter (NW/4), Section Nineteen (19), Township 12 North (T12N), Range Five West (R5W) (near Frisco Rd. and Hwy 66), to be used for a new 12-inch water line, in consideration of the sum of One Dollar (\$1.00), as recommended by the City Engineer

ACTION _____

9. Consider approving Amendment Four to the Agreement for Operations, Maintenance and Management Services with Veolia Water North America-Central, LLC, allowing for Change of Scope and a new reduced fee for 2016-17 of \$1,135,564.00, to take effect July 1, 2016, as recommended by the Public Works Director

ACTION _____

10. Consider awarding the contract for the City of Yukon Year 14 Community Development Block Grant (CDBG) Small Cities Set-Aside Sanitary Sewer Replacement and Roadway Repair Project to Urban Contractors, LLC, in the amount of \$110,571.00, as recommended by the City Engineer

ACTION _____

11. Consider a motion to accept the Irrevocable Letter of Credit, in an amount of \$205,000.00, for sanitary sewer utilities and water main improvements, to serve StoneGate Office Park, located at 1601 Health Center Parkway, as recommended by the Development Services Director

ACTION _____

12. New Business

13. Council Discussion

14. Adjournment



PROCLAMATION

WHEREAS, Hayden Frampton, a 2016 graduate of Yukon High School, and a member of Boy Scout Troop 807, has completed the requirements and will be recognized and honored for achieving the Eagle Scout Award; and

WHEREAS, the rank of Eagle Scout is the highest rank achievable in scouting and is an honor earned by only a small percentage of the youth involved in the organization; and

WHEREAS, Hayden earned 44 merit badges and his Eagle Scout project included building a volleyball court at Bledsoe Park; he served his troop in a variety of leadership roles; and he served as Editor in Chief of the award-winning Yukon High School newspaper; and

WHEREAS, Hayden serves as an example to youth through his high level of personal achievement, leadership, and community service and has made the City of Yukon very proud.

NOW, THEREFORE, I, John Alberts, Mayor of the City of Yukon, do hereby recognize and commend

Hayden Frampton

For his achievement of the rank of Eagle Scout of the Boy Scouts of America.

Given under my hand and Seal of the City of Yukon this 7th day of June, 2016.

John Alberts, Mayor

Douglas A. Shivers, City Clerk

**Yukon Municipal Authority Minutes
May 17, 2016**

ROLL CALL: (Present) John Alberts, Chairman
Michael McEachern, Vice Chairman
Donna Yanda, Trustee
Earline Smaistrla, Trustee
(Absent) Richard Russell, Trustee

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

1A. YMA Consent Docket

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

The City Manager recommends a motion to approve:

A) The minutes of the regular meeting of May 3, 2016

The motion to approve the YMA Consent Docket, consisting of the approval of the minutes of the regular meeting of May 3, 2016, was made by Trustee McEachern and seconded by Trustee Yanda.

The vote:

AYES: McEachern, Yanda, Alberts, Smaistrla

NAYS: None

VOTE: 4-0

MOTION CARRIED

(Adjourn as YMA and Reconvene as Yukon City Council)

RESOLUTION NO. YMA-2016-02**A RESOLUTION APPROVING THE YUKON MUNICIPAL AUTHORITY, OKLAHOMA BUDGET FOR THE FISCAL YEAR 2016-2017 AND ESTABLISHING BUDGET AMENDMENT AUTHORITY.**

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

WHEREAS, the Chief Executive Officer of the city has prepared a budget for the fiscal year ending June 30, 2017 (FY 2016-2017) consistent with the Act; and,

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

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

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

WHEREAS, for the sake of uniformity, consistency and ease of administration the Yukon Municipal Authority desires that its budget for the fiscal year ending June 30, 2017 be in a similar format

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

SECTION 1. The Yukon Municipal Authority does hereby adopt the FY 2016-2017 Budget on the _____ day of _____, 2016 with the total resources available in the amount of \$10,493,097 and total appropriations in the amount of \$10,493,097. Legal appropriations (spending/encumbering limits) are hereby established at the Department level as follows:

Fund/Department	Total
WATER/SEWER ENTERPRISE	
W/S Distribution	2,240,299
Utility Billing	1,744,989
Treatment & Supply	4,150,683
WATER/SEWER ENT TOTAL	8,135,971

Fund/Department	Total
SANITATION ENTERPRISE	
Sanitation Services	2,105,048
SANITATION ENT.TOTAL	2,105,048
STORMWATER ENTERPRISE	
Stormwater	253,389
STORMWATER ENT.FUND	253,389
Total Budget	10,494,408

SECTION 2. The Yukon Municipal Authority does hereby authorize the Authority Treasurer, with the Manager's approval, to transfer any unexpended and unencumbered appropriations, at any time throughout FY 2016-2017, from one line item to another, one object category to another within the same department, or from one department to another within a fund, without further approval by the Yukon Municipal Authority. All other budget amendments must be approved by the Yukon Municipal Authority.

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

Adopted and approved by the Trustees of the Yukon Municipal Authority this _____ day of _____, 2016.

[Seal]
ATTEST:

CHAIRMAN

SECRETARY

STATE OF OKLAHOMA)
)SS.
COUNTY OF CANADIAN)

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

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

WITNESS my hand and the seal of said Authority this ____ day of _____, 2016.

[Seal]
ATTEST:

CHAIRMAN

Secretary

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, ODB Investors, Inc. in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, does hereby grant, bargain, sell, and convey unto the City of Yukon, a municipal corporation, A perpetual and assignable easement and right-of-way in, on, over and across the land described in Exhibit "A" for the location, construction, operation, maintenance, alteration, repair and patrol of underground potable water pipeline; together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the right-of-way, reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines. A Perpetual Utility Easement and right-of-way over, across, and under the following described real estate and premises situated in the City of Yukon, Canadian County, Oklahoma, to wit:

SEE EXHIBIT "A" ATTACHED

with the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating a public utility(ies) and/or roadway(s) as indicated Utility.

To have and to hold the same unto the said City of Yukon, its successors, and assigns, until official completion of construction of the proposed project pertinent to the above described parcel.

SIGNED and delivered this 26th day of May, 2016.

BY: [Signature]
Roddy Bates, Manager

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF CANADIAN, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 26th day of May, 2016, personally appeared John Roddy Bates to me known to be the person(s) who executed the foregoing grant of easement and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.



[Signature]
Notary Public

My Commission Expires 12/13/18
Commission No. 02018698

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

City Attorney

Approved and accepted by the Council of the City of Yukon, this _____ day of _____, 20_____.

Mayor

ATTEST:

City Clerk

SEAL:

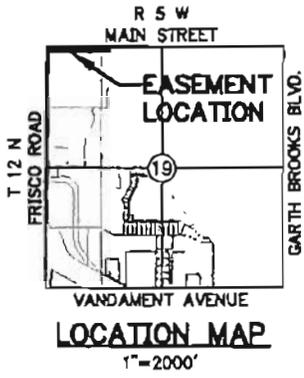


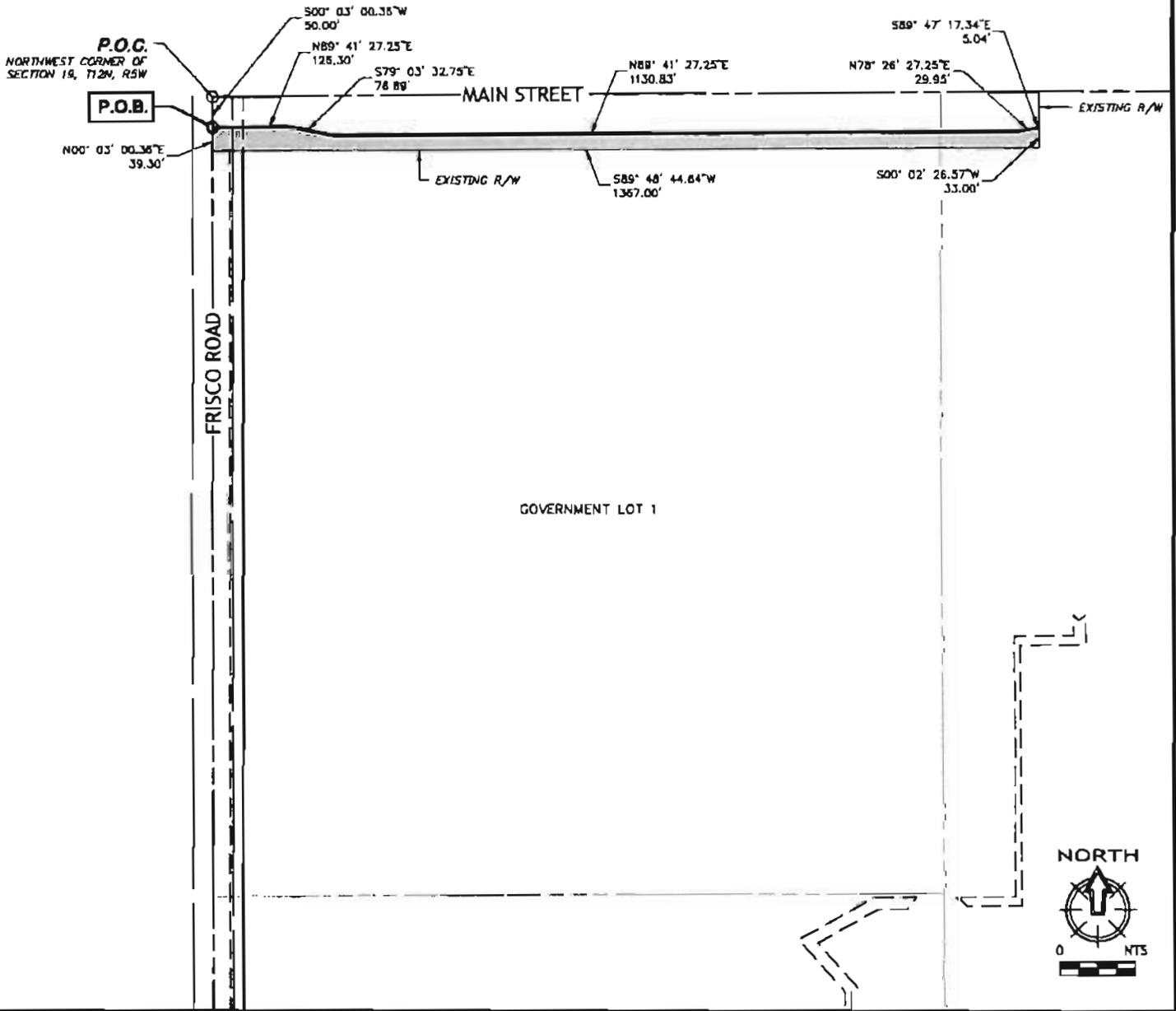
EXHIBIT "A" UTILITY EASEMENT TRACT NO. 7

LEGAL DESCRIPTION

A tract of land lying in Northwest Quarter (NW/4) of Section 19, Township 12 North, Range 5 West of the Indian Meridian, City of Yukon, Canadian County, Oklahoma, and being more particularly described as follows:

Commencing at the Northwest Corner (NW/C) of Section 19, Township 12 North, Range 5 West, Thence South $00^{\circ}03'00.36''$ West along the West Line of said Section 19 a distance of 50.00 feet to the Point of Beginning;
 Thence North $89^{\circ}41'27.25''$ East a distance of 126.30 feet;
 Thence South $79^{\circ}03'32.75''$ East a distance of 76.89 feet;
 Thence North $89^{\circ}41'27.25''$ East a distance of 1,130.83 feet;
 Thence North $78^{\circ}26'27.25''$ East a distance of 29.95 feet;
 Thence South $89^{\circ}47'17.34''$ East a distance of 5.04 feet to a point on the South Right-Of-Way line of Main Street;
 Thence South $00^{\circ}02'26.57''$ West along said Right-Of-Way line a distance of 33.00 feet;
 Thence South $89^{\circ}48'44.84''$ West along said Right-Of-Way line a distance of 1,367.00 feet to a point on the West line of said Section 19;
 Thence North $00^{\circ}03'00.36''$ East along said West line a distance of 39.30 feet to the Point of Beginning.

Said Tract of land contains 37,774.01 square feet or 0.87 acres, more or less.



TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, ODD Investors, LLC in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, does hereby grant, bargain, sell, and convey unto the City of Yukon, a municipal corporation, A temporary and assignable easement and right-of-way in, on, over and across the land described in Exhibit "A" for the location, construction, operation, maintenance, alteration, repair and patrol of waterline together with the right to trim, cut, fell and remove there from all trees, underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

a Temporary Easement and right-of-way over, across, and under the following described real estate and premises situated in the City of Yukon, Canadian County, Oklahoma, to wit:

SEE EXHIBIT "A" ATTACHED

It is a condition of this easement that it shall not be filed for record and that all rights conveyed to the City of Yukon, its contractors, and agent by this instrument shall terminate upon completion of construction of waterline.

To have and to hold the same unto the said City of Yukon, its successors, and assigns, until official completion of construction of the proposed project pertinent to the above described parcel.

SIGNED and delivered this 26th day of May, 2016

BY: [Signature]
Roddy Bates, Manager

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF CANADIAN, SS:

Before me, John Roddy Bates, a Notary Public in and for said County and State, on this 26th day of May, 2016, personally appeared John Roddy Bates to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that he executed the same as a free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal this day and year last above written.



[Signature]
Notary Public

My Commission Expires 12/13/18
Commission No. 02018588

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

City Attorney

Approved and accepted by the Council of the City of Yukon, this _____ day of _____, 20_____.

Mayor

ATTEST:

City Clerk

SEAL:

EXHIBIT "A" TEMPORARY EASEMENT TRACT NO. 7A

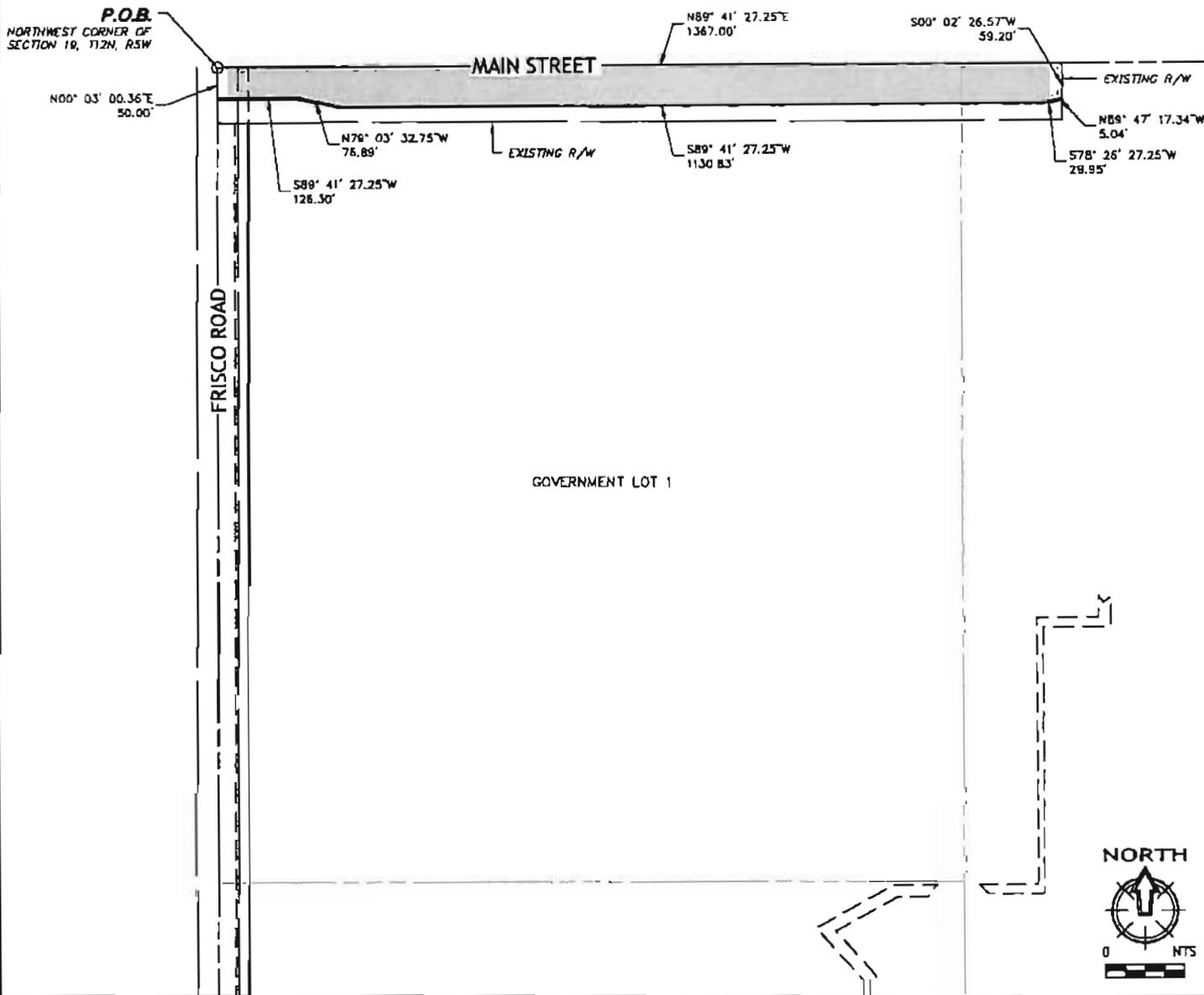


LEGAL DESCRIPTION

A tract of land lying in Northwest Quarter (NW/4) of Section 19, Township 12 North, Range 5 West of the Indian Meridian, City of Yukon, Canadian County, Oklahoma, and being more particularly described as follows:

Beginning at the Northwest Corner (NW/C) of Section 19, Township 12 North, Range 5 West, Thence North $89^{\circ}41'27.25''$ East along the North Line of said Section 19 a distance of 1,367.00 feet to a point on the South Right-Of-Way line of Main Street;
 Thence South $00^{\circ}02'26.57''$ West along said Right-Of-Way line a distance of 59.20 feet;
 Thence North $89^{\circ}47'17.34''$ West a distance of 5.04 feet;
 Thence South $78^{\circ}26'27.25''$ West a distance of 29.95 feet;
 Thence South $89^{\circ}41'27.25''$ West a distance of 1,130.83 feet;
 Thence North $79^{\circ}03'32.75''$ West a distance of 76.89 feet;
 Thence South $89^{\circ}41'27.25''$ West a distance of 126.30 feet to a point on the West line said Section 19;
 Thence North $00^{\circ}03'00.36''$ East along said West line a distance of 50.00 feet to the Point of Beginning.

Said Tract of land contains 86,279.54 square feet or 1.98 acres, more or less.





DATE: May 31, 2016
FROM: Arnold Adams / Public Works Director **A.A.**
TO: Jim Crosby / City Manager
CC: Doug Shivers / City Clerk
RE: Agenda Item – Veolia Contract -Amendment

MEMORANDUM

Jim, I am requesting approval to the Veolia Contract Amendment for fiscal year 2016-2017. The cost decrease is \$1041.59 per month making our monthly fee \$94,630.33 instead of \$95,671.92 that we paid the previous year. The decrease from 2015-2016= \$1,148,063 to the new yearly fee for 2016-2017= \$1,135,564 is due to the KWH reduction from 3,100,000 to 2,200,000.

There are two (2) originals; we will need one (1) returned to give back to Mr. Giddings, the Project Manager of Veolia.

I would respectfully request it be placed on the next available agenda.



April 26, 2016

To: Jim Crosby, City Manager

From: Gary Giddings, Project Manager

Re: Annual Fee Adjustment for 2016-2017

As in previous years we have used February data from the U.S. Department of Labor for the CPI adjustment. Since February 2015 the CPI has increased by 1.010 percent and the electrical cost has increased by 0.927 % since 2015.

The new contract price for O&M will be \$1,135,564. adding in the Repair and Maintenance fee. The monthly bill will be \$ 94,630.33. This will reflect the majority of the contract based on the electrical and scope increase.

I would like to thank you for the opportunity to work with you and the city staff. It is my sincere hope we have shown we are committed to improving the operations, reliability and appearance of the Yukon facilities.

Respectfully,

A handwritten signature in black ink that reads "Gary D. Giddings".

Gary D. Giddings
Project Manager

cc: Arnold Adams

Monthly Budget Calculator

	<u>2013-2014</u>				
	\$ 4,166.67	X 12	\$ 50,000		Repair And Maintenance
	\$ 90,335.91	X 12	\$ 1,084,031		Operation and Management
Monthly Bill Amount	\$ 94,502.58		\$ 1,134,031		
	<u>2014-2015</u>				
	\$ 4,166.67	X 12	\$ 50,000		Repair And Maintenance
	\$ 88,125.14	X 12	\$ 1,057,502		Operation and Management
Monthly Bill Amount	\$ 92,291.81		\$ 1,107,502		
	<u>2015-2016</u>				
	\$ 4,166.67	X 12	\$ 50,000		Repair And Maintenance
	\$ 91,505.26	X 12	\$ 1,098,063		Operation and Management
Monthly Bill Amount	\$ 95,671.93		\$ 1,148,063		
	<u>2016-2017</u>				
	\$ 4,166.67	X 12	\$ 50,000		Repair And Maintenance
	\$ 90,463.63	X 12	\$ 1,085,564		Operation and Management
Monthly Bill Amount	\$ 94,630.30		\$ 1,135,564		

Scope Change

Reduce Contract Electric from 3,100,000 Kwh to 2,200,000 Kwh do to decline in usage.

Old Contract Fee

\$1,098,063.00

New Contract Fee

\$1,085,564.00

Annual fee Adjustment for 2016-2017 Budget with Veolia Water

Adjusted Annual Fee = (Annual Fee) (.74 X CPI Feb 2016 / CPI Feb 2015) + (.26 X electrical cost ending 12/15 / electrical cost ending 12/14)

<u>CPI Feb 2016</u>	<u>CPI Feb 2015</u>	<u>CPI</u>	
237.111	234.722	1.010	X
		0.74	X
			\$
			1,098,063
			=
			\$820,836.92
<u>Electric Cost Average 2015</u>	<u>Electric Cost Average 2014</u>		
0.0752	0.0811	0.927	X
		0.26	X
			\$
			1,098,063
			=
			\$264,726.61
			Annual Fee
			\$1,085,563.53

Amendment Four
to the
AGREEMENT FOR OPERATIONS, MAINTENANCE
AND MANAGEMENT SERVICES

THIS FOURTH AMENDMENT to the Agreement (as defined below) is entered into on this ____ day of May, 2016, by and between

The Yukon Municipal Authority, a public trust created under the laws of the State of Oklahoma ("OWNER"), whose sole beneficiary is the City of Yukon, Oklahoma, a municipal corporation created under the laws of the State of Oklahoma, ("CITY"), herein, both with principal addresses at 500 W. Main Street, Yukon, Oklahoma 73099 (collectively hereinafter "YUKON");

and

Veolia Water North America-Central, LLC, with its local address at 100 N. Broadway Avenue, Suite 1520, Oklahoma City, Oklahoma, 73102 (hereinafter "VWNA").

WHEREAS, YUKON, and VWNA entered into that certain Agreement for Operation and Maintenance and Management Services dated as of February 1, 2011, and amended from time to time (collectively the "Agreement"); and

WHEREAS, the parties now desire to modify selective portions of the Agreement, all as set forth herein;

NOW THEREFORE, for and in consideration of the mutual promises, covenants and conditions contained herein, it is hereby agreed:

1. Annual Fee Adjustment – Scope Change. As a result of a change of scope as provided for in the Agreement (a reduction in contract electric as described below), the Annual Fee for Contract Year 2016-2017 shall be one million one hundred thirty five thousand five hundred sixty four dollars (\$1,135,564), which is \$94,630.33 monthly. The new fee shall be effective July 1, 2016.
2. Scope Change. The parties agree to reduce the annual usage of electrical costs per Contract Year from 3,100,000 KWH to 2,800,000 KWH. Accordingly, Section 5.3 of the Agreement is amended by deleting all references to “3,100,000 KWH” and replacing it with “2,800,000 KWH”.
3. Notices. Section 1.5 is amended to delete the VWNA notice addresses and replace with the following:

“If to VWNA, at: Veolia Water North America – Central, LLC
 100 N. Broadway Avenue, Suite 1520

Oklahoma City, Oklahoma 73102
Attn: Area Manager

With a copy to: Veolia Water North America – Central, LLC
53 State Street, 14th Floor
Boston, MA 02109
Attn: General Counsel”

4. Miscellaneous. All terms of the Agreement not specifically amended or modified by this Amendment shall remain unmodified and in full force and effect. This Amendment may be executed in one or more counterparts and by facsimile or other electronic means, each of which shall be deemed an original, and all of which together shall constitute on and the same instrument. The undersigned individuals certify that they are competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign.

IN WITNESS WHEREOF, the parties indicate their approval of this Amendment by their signatures below and each party warrants that all action necessary to bind the parties to the terms of this Agreement has been taken.

YUKON MUNICIPAL AUTHORITY

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

CITY OF YUKON, OKLAHOMA

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

VEOLIA WATER NORTH AMERICA - CENTRAL, LLC

By: John M. Wood
Name: John M. Wood
Title: Senior Vice President
Date: May 24, 2016

**Yukon City Council Minutes
May 17, 2016**

The Yukon City Council met in regular session on May 17, 2016 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 Mark Borseth, Resurrection Lutheran
The flag salute was given in unison.

ROLL CALL: (Present) John Alberts, Mayor
 Michael McEachern, Vice Mayor
 Donna Yanda, Council Member
 Earline Smaistrila, Council Member
 (Absent) Richard Russell, Council Member

OTHERS PRESENT:

Jim Crosby, City Manager	John Corn, Police Chief
Tammy DeSpain, Asst. City Manager	Doug Shivers, City Clerk
Mike Segler, City Attorney	Robbie Williams, Triad
Mitch Hort, Development Services Dir.	Gary Cooper, IT Director
Philip Merry, Acting City Treasurer	Arnold Adams, Public Works Director
Jenna Roberson, PIO	Dana Deckard, Executive Admin. Assist.

<p>Public Hearing to Receive Input from the Public Regarding the 2016-2017 City of Yukon Budget</p>
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No input was received. Mayor Alberts encouraged any citizen with input to contact their council person or the City Manager.

Presentations and Proclamations

None

Visitors

None

(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:

B) The minutes of the regular meeting of May 3, 2016

The motion to approve the YMA Consent Docket, consisting of the approval of the minutes of the regular meeting of May 3, 2016, was made by Trustee McEachern and seconded by Trustee Yanda.

The vote:

AYES: McEachern, Yanda, Alberts, Smaistrila

NAYS: None

VOTE: 4-0

MOTION CARRIED

(Adjourn as YMA and Reconvene as Yukon City Council)

1. Consent Docket

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

The City Manager recommends a motion that will approve:

- A) The minutes of the regular meeting of May 3, 2016**
- B) Payment of material claims in the amount of \$523,828.52**
- C) Designating the items on the attached list from the Technology Department as surplus and authorizing their sale, donation or trade**
- D) The renewal of the existing Radio System License Agreement with the City of Oklahoma City, upon execution of all parties, July 1, 2016 through June 30, 2017**
- E) Setting the date for the next regular Council meeting for June 7, 2016, 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 May 17, 2016; payment of material claims in the amount of \$523,828.52; Designating the items on the attached list from the Technology Department as surplus and authorizing their sale, donation or trade; the renewal of the existing Radio System License Agreement with the City of Oklahoma City, upon execution of all parties, July 1, 2016 through June 30, 2017; and setting the date for the next regular Council meeting for June 7, 2016, 7:00 p.m. in the Council Chambers of the Centennial Building, 12 S. Fifth St., was made by Council Member Yanda and seconded by Council Member Smaistrla.

The vote:

AYES: Smaistrla, Alberts, McEachern, Yanda

NAYS: None

VOTE: 4-0

MOTION CARRIED

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

3. Consider approving the Collective Bargaining Agreement between the City of Yukon and The Fraternal Order of Police Lodge #173 for the fiscal years of 2016-2017 and 2017-2019

The motion to approve the Collective Bargaining Agreement between the City of Yukon and The Fraternal Order of Police Lodge #173 for the fiscal years of 2016-2017 and 2017-2019, was made by Council Member McEachern and seconded by Council Member Smaistrla.

Mayor Alberts commended the City Manager and Police their hard work to get this agreement together and for looking to the future.

The vote:

AYES: Alberts, Smaistrla, Yanda, McEachern

NAYS: None

VOTE: 4-0

MOTION CARRIED

4. Consider approving Resolution 2016-02, a resolution of the City of Yukon nominating Tammy DeSpain as a candidate to fill an open position on the board of trustees of the Oklahoma Municipal Retirement Fund (OkMRF) representing District 6 for a five year term beginning October 1, 2016, through October 1, 2021

The motion to approve Resolution 2016-02, a resolution of the City of Yukon nominating Tammy DeSpain as a candidate to fill an open position on the board of trustees of the Oklahoma Municipal Retirement Fund (OkMRF) representing District 6 for a five year term beginning October 1, 2016, through October 1, 2021 by Council Member Smaistrila and seconded by Council Member McEachern.

The vote:

AYES: Yanda, McEachern, Smaistrila, Alberts

NAYS: None

VOTE: 4-0

MOTION CARRIED

- 5. Consider approving an application for a Final Plat for Legacy Lakes, a tract of land located in a part of the Northeast quarter (NE/4) of Section Twenty-Eight (28), Township Twelve (12) North, Range Five (5) West of the Indian Meridian, Canadian County, OK, as recommended by the Planning Commission**

The motion to approve an application for a Final Plat for Legacy Lakes, a tract of land located in a part of the Northeast quarter (NE/4) of Section Twenty-Eight (28), Township Twelve (12) North, Range Five (5) West of the Indian Meridian, Canadian County, OK, as recommended by the Planning Commission was made by Council Member Yanda and seconded by Council Member McEachern.

The vote:

AYES: Smaistrila, McEachern, Yanda, Alberts

NAYS: None

VOTE: 4-0

MOTION CARRIED

- 6. Consider approving the bid from Hance Pryrotechnics to perform two fireworks shows, on July 3 and July 4, for a total cost of \$21,000.00, as recommended by the City Manager**

The motion to approve the bid from Hance Pryrotechnics to perform two fireworks shows, on July 3 and July 4, for a total cost of \$21,000.00, as recommended by the City Manager was made by Council Member Smaistrila and seconded by Council Member McEachern.

The vote:

AYES: McEachern, Alberts, Yanda, Smaistrila

NAYS: None

VOTE: 5-0

MOTION CARRIED

- 7. Consider approving an Interlocal agreement with the Oklahoma Public Employees Health and Welfare (OPEH&W) Plan for the purpose of providing health insurance to the employees of the City of Yukon, for a twelve (12) month period**

The motion to approve an Interlocal agreement with the Oklahoma Public Employees Health and Welfare (OPEH&W) Plan for the purpose of providing health insurance to the employees of the City of Yukon, for a twelve (12) month period was made by Council Member Yanda and seconded by Council Member McEachern.

Council Member McEachern asked if this was the same firm as last year. Mr. Crosby stated this is a new firm. This firm came recommended and works with many cities, counties and schools. The city feels this insurance will be better and brings a significant cost savings to the city.

The vote:

AYES: Yanda, Alberts, Smaistrla, McEachern

NAYS: None

VOTE: 4-0

MOTION CARRIED

8. New Business - There was no new business.

9. Council Discussion

Council Member McEachern gave his blessings to all the graduates tonight.

Council Member Smaistrla none

Council Member Yanda commended the City Manager and all the city employees who worked so hard on the budget.

Mayor Alberts asked Mr. Crosby to give a status update on the audit. Mr. Crosby stated the auditors have completed going through the city records. They have asked the previous auditor one more time for some records. The report will be made public at the first meeting in June with or without the previous auditor's cooperation. Mayor Alberts asked Mr. Crosby to give an update on the status of Mulvey Pond being "red." It is coming from the construction on the south of 10th Street. They are having drainage issues. The owner and developer have requested to meet. At this time, Mr. Crosby stated he has not signed the FEMA letter approving the drainage until it is resolved. Both Mr. Crosby and Mayor Alberts expressed their concern over the amount of "mud" going into the pond and the effects that will have. Mayor Alberts congratulated the graduates. He also commended both police and fire for working with the City Manager to reach a collective bargaining agreement. He thanked staff and is happy we have a balanced budget and are past laying employees off. Mr. Crosby stated we currently have 3 full time positions we are looking to fill in the near future. Mayor Alberts asked the City Manager to give a report on revenues. Mr. Crosby stated we will make it through the end of the year and we have started rebuilding our reserves.

10. Adjournment

John Alberts, Mayor

Doug Shivers, City Clerk



RECAP OF CLAIMS

FUND

01	General Fund Claims	\$	219,147.09
36	Sales Tax Claims		33,889.92
46	Municipal Court		11,989.60
64	Special Revenue Fund		22,457.17
70	Water & Sewer Enterprise		23,610.96
71	Sanitation Enterprise		14,670.54
73	Storm Water Enterprise		874.77
74	Grant Fund		410.53
88	Pooled Cash		585.37
		\$	<u>327,635.95</u>

The above foregoing claims have been passed and approved
this 7th day of June 2016 by the Yukon City Council.

Doug Shivers, City Clerk

John Alberts, Mayor

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 101 LEGISLATIVE						
16-66570	01-00101	City of Yukon (BankOne)ADM	Memorial for Debbie Owen	6/2016	Yukon Flowe 127983	73.50
16-66608	01-00101	City of Yukon (BankOne)ADM	Copy Paper	6/2016	Staples 7156967872	232.49
16-66587	01-00102	City of Yukon (BankOne)FIN	study session dinner	6/2016	Logan's 535027	197.86
16-66643	01-00102	City of Yukon (BankOne)FIN	budget meeting dinner	6/2016	JohnnyCarinos 5/31	196.33
16-66644	01-00102	City of Yukon (BankOne)FIN	binders-proposed budget	6/2016	Staples 7156177547	59.80
16-66660	01-00102	City of Yukon (BankOne)FIN	Budget meeting dinner	6/2016	McAlisters 6/1/16	146.99
16-66646	01-05342	Canadian Cty Clerk	Easement filing fees	6/2016	R456159	17.00
16-66648	01-07275	Crawford & Associates	Prof Services to 05/15/16	6/2016	9846	43,851.04
16-66649	01-11737	EMSA	Qrtly Subsidy 15-16	6/2016	Apr-Jun '16	48,185.00
16-66541	01-15440	Frontier Country	Sponsorship	6/2016	7799	1,000.00
16-66654	01-50700	Triad Design Group	A/E Srvcs-05/25/16	6/2016	9691	3,377.00
16-66655	01-50700	Triad Design Group	A&E-FriscoWT/12"waterline	6/2016	9700	7,530.88
16-66656	01-62900	Yukon Review Inc.	ad-School Zone lights	6/2016	5946	11.70
16-66657	01-62900	Yukon Review Inc.	legal ad-PlanComm/CedarCr	6/2016	6012	69.45
16-66658	01-62900	Yukon Review Inc.	legal-PlanComm/CPI Pipe	6/2016	5968	21.00
16-66538	01-90121	Arbitrage Compliance Specia	Rebate Calculation	6/2016	G4988	1,750.00
DEPARTMENT TOTAL:						106,720.04
DEPARTMENT: 102 ADMINISTRATION						
16-62872	01-00101	City of Yukon (BankOne)ADM	Office Supplies	6/2016	Staples 7157172325	72.98
16-66273	01-00101	City of Yukon (BankOne)ADM	3CMA Conf Registration	6/2016	3CMA 050916	595.00
16-66569	01-00101	City of Yukon (BankOne)ADM	Registration at CMAO Conf	6/2016	CMAO 1764-9113	375.00
16-66571	01-00101	City of Yukon (BankOne)ADM	Fedex Delivery-Jim's cc	6/2016	Fedex 042516	25.00
16-66653	01-47660	Shred-it US JV LLC	Doc.destruction	6/2016	9410640825	12.96
16-63500	01-62200	Yukon Chamber of Commerce	Monthly Lunches	6/2016	10767	24.00
16-65581	01-70950	Tammy DeSpain	Travel Expenses	6/2016	1005	12.00
DEPARTMENT TOTAL:						1,116.94
DEPARTMENT: 103 INSURANCE						
16-66652	01-45010	Rich & Cartmill, Inc.	Public Off Bd-City Clerk	6/2016	262919	175.00
DEPARTMENT TOTAL:						175.00

FUND: 01 - General Fund

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 104 FINANCE						
16-66653	01-47660	Shred-it US JV LLC	Doc.destruction	6/2016	9410640825	6.48
DEPARTMENT TOTAL:						6.48
DEPARTMENT: 105 CITY CLERK						
16-66588	01-00102	City of Yukon (BankOne)FIN	Postage & Env-Open Rec	6/2016	USPS 297	5.43
16-66653	01-47660	Shred-it US JV LLC	Doc.destruction	6/2016	9410640825	6.47
DEPARTMENT TOTAL:						11.90
DEPARTMENT: 106 FIRE DEPARTMENT						
16-66116	01-00105	City of Yukon (BankOne)FD	Allbritton-tshirts	6/2016	S&S Textiles 42392	72.00
16-66142	01-00105	City of Yukon (BankOne)FD	Goodrich - station boots	6/2016	Galls 5980546	201.16
16-66170	01-00105	City of Yukon (BankOne)FD	Dyche-polo,shorts,swtshir	6/2016	S&S Textiles 42443	182.25
16-66171	01-00105	City of Yukon (BankOne)FD	Provence-SI Fuel Cell	6/2016	Galls 5979402	405.65
16-66238	01-00105	City of Yukon (BankOne)FD	Pappe-pants,boots	6/2016	Bullhide Bel 94786	491.96
16-66239	01-00105	City of Yukon (BankOne)FD	Gallegos-tshirt,belt	6/2016	S&S Textiles 42385	66.50
16-66241	01-00105	City of Yukon (BankOne)FD	Anderson-polo	6/2016	S&S Textiles 42446	37.00
16-66243	01-00105	City of Yukon (BankOne)FD	Homme-polo,hats	6/2016	S&S Textiles 42445	120.00
16-66244	01-00105	City of Yukon (BankOne)FD	Pinkerton-tshirts,shorts	6/2016	S&S Textiles 42438	221.00
16-66249	01-00105	City of Yukon (BankOne)FD	Mayhew-tshirts,shorts	6/2016	S&S Textiles 42442	264.75
16-66250	01-00105	City of Yukon (BankOne)FD	Little-tshirts,polo,	6/2016	S&S Textiles 42444	408.50
16-66259	01-00105	City of Yukon (BankOne)FD	Billingsley-tshirts,polo	6/2016	S&S Textiles 42450	221.75
16-66260	01-00105	City of Yukon (BankOne)FD	Allbritton-shoes	6/2016	NikeSt 01132252823	163.28
16-66261	01-00105	City of Yukon (BankOne)FD	Sisik-polo,tshirts	6/2016	S&S Textiles 42522	320.75
16-66262	01-00105	City of Yukon (BankOne)FD	Mayhew - shoes	6/2016	Dick's 3506082387	76.17
16-66288	01-00105	City of Yukon (BankOne)FD	Graham - shoes	6/2016	NIkeSt 01134358935	163.28
16-66289	01-00105	City of Yukon (BankOne)FD	Trumbly-membership	6/2016	IAFC 240139	214.00
16-66304	01-00105	City of Yukon (BankOne)FD	Allbritton - polo,swpts	6/2016	S&S Textiles 42512	233.25
16-66384	01-00105	City of Yukon (BankOne)FD	Blue Card Registration	6/2016	Blue Card 12-3896	1,386.00
16-66115	01-05395	Casco Industries, Inc.	Dyche-lion duty pants	6/2016	169268	297.00
16-66251	01-05395	Casco Industries, Inc.	Weaver-pants	6/2016	169269	628.00
16-66424	01-05395	Casco Industries, Inc.	Gallegos - Class A	6/2016	168772	70.00
16-66168	01-46940	Sam's Club Direct-G.E.Capit	coffee & water	6/2016	2085A	353.58
16-66002	01-50705	TRI Air Testing, Inc.	annual air test supplies	6/2016	98317	489.00
16-65986	01-90503	EOC Technology Center	IC Traffic Safety Course	6/2016	20160198	480.00
DEPARTMENT TOTAL:						7,566.83

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 107 POLICE DEPARTMENT						
16-66140	01-00111	City of Yukon (BankOne)PD	cleaning supplies	6/2016	Massco 2335920	228.96
16-66165	01-00111	City of Yukon (BankOne)PD	prisoner meals	6/2016	Wal-Mart 02205	262.70
16-66282	01-00111	City of Yukon (BankOne)PD	donuts for comm coffee	6/2016	Daylight D 000013	80.20
16-66471	01-00111	City of Yukon (BankOne)PD	key for filing cabinet	6/2016	Hon HA2429	17.00
16-66382	01-11739	EMSA	ambulance for prisoner	6/2016	16002130	1,348.00
16-65591	01-47660	Shred-it US JV LLC	document destruction	6/2016	9410640810	19.92
16-66139	01-48373	Southwestern Stationery and	business cards officers	6/2016	41382	284.00
16-64958	01-48410	Special Ops Uniforms, Inc	Roberson duty items	6/2016	248299	50.00
16-66122	01-48410	Special Ops Uniforms, Inc	Lemmings shirts	6/2016	249488	99.98
16-66516	01-48410	Special Ops Uniforms, Inc	Bradford pants	6/2016	250189	199.98
16-66383	01-91409	NavSurfWarCenDivCrane	Night Vision for TACTTeam	6/2016	N00164LE0811-16	2,100.00
16-66166	01-92000	TASER International	taser batteries	6/2016	SI1438150	774.76
16-66141	01-92303	Walgreen Company	prisoner meds	6/2016	100212850	23.99
DEPARTMENT TOTAL:						5,489.49
DEPARTMENT: 108 STREET DEPARTMENT						
16-66386	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	6/2016	Clean 50768749	58.15
16-66520	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	6/2016	Clean 50769858	58.15
16-66529	01-00180	City of Yukon (BankOne)PW	non durables	6/2016	Maxwell Sup 354450	21.59
16-66555	01-00180	City of Yukon (BankOne)PW	black paint	6/2016	O'Reil 0343-183741	9.98
16-66584	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	6/2016	Clean 50770950	58.15
16-66446	01-01352	Safety Pro Products	safety equipment	6/2016	2946	144.40
16-66322	01-09525	Dolese Bros. Company	1 1/2" rock	6/2016	AG16059279	379.75
16-65777	01-47670	SignalTek, Inc.	signal pole replacement	6/2016	11590	17,633.90
16-66612	01-47670	SignalTek, Inc.	maint fee, repairs	6/2016	11421	2,525.90
16-66613	01-47670	SignalTek, Inc.	maint fee, repairs	6/2016	11514	3,799.95
16-66614	01-47670	SignalTek, Inc.	maint fee, repairs	6/2016	11584	2,911.42
DEPARTMENT TOTAL:						27,601.34
DEPARTMENT: 109 MUNICIPAL COURT						
16-66286	01-00106	City of Yukon (BankOne)CRT	Office Supplies	6/2016	Staples 7155836572	215.58
16-66287	01-00106	City of Yukon (BankOne)CRT	Shredder	6/2016	Staples 7155829997	235.49
16-66362	01-00106	City of Yukon (BankOne)CRT	Copy/Ticket Paper	6/2016	Staples 7156062332	544.98
16-66096	01-06860	Consolidated Business Solut	Court Minute	6/2016	18714	325.00
16-66097	01-06860	Consolidated Business Solut	Citation Printing	6/2016	18729	1,253.42
16-66425	01-58115	Wheatley Segler Osby & Mill	MunProsecution-Apr16	6/2016	16746	1,739.00
DEPARTMENT TOTAL:						4,313.47

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 111		TECHNOLOGY				
16-66431	01-00123	City of Yukon (BankOne)TEC	Replacement Clock	6/2016	Primex Wi US 54560	322.21
16-66463	01-00123	City of Yukon (BankOne)TEC	Investigations Phone Svc	6/2016	Verizon 9765006442	56.89
16-66466	01-00123	City of Yukon (BankOne)TEC	Cellular Service	6/2016	Verizon 9765006437	4,480.83
16-66467	01-00123	City of Yukon (BankOne)TEC	iPad Service	6/2016	Verizon 9765006440	319.66
16-66468	01-00123	City of Yukon (BankOne)TEC	iPad Service	6/2016	Verizon 9765006441	289.60
16-66546	01-00123	City of Yukon (BankOne)TEC	Replacement Cameras	6/2016	Amazon 6700220	1,820.72
16-66563	01-00123	City of Yukon (BankOne)TEC	Phone Internet & LD Srvc	6/2016	Cox 051716	2,471.91
16-66589	01-00123	City of Yukon (BankOne)TEC	AT&T Phone Service	6/2016	AT&T 052116	627.72
16-66601	01-00123	City of Yukon (BankOne)TEC	Copy Paper & Toner	6/2016	Staples 16725	6.96
16-66645	01-01050	Assoc of Central OK Govt	Lang.Line Usage AP16	6/2016	2143	10.50
16-65987	01-06245	Chief DataCom	Replacement Sec Camera	6/2016	7004	300.00
16-66561	01-06245	Chief DataCom	Wiring-Camera Repair	6/2016	7018	385.00
16-66470	01-06710	Coast To Coast Computer	ProCE410A Toner	6/2016	A1488401	276.00
16-66556	01-06710	Coast To Coast Computer	ProPrinter Toner	6/2016	A1490815	345.00
16-66551	01-08520	Dell	Server Maint Renewal	6/2016	XJXJ75CP2	2,240.84
16-66564	01-18230	Harris Corporation PSPC	Replacement Microphone	6/2016	93232518	112.00
16-66462	01-30600	Lowe's Companies, Inc.	Wall Mounting Supplies	6/2016	15623	4.50
16-66461	01-49580	Techsico Enterprise Solutio	Alarm Repair	6/2016	TES-164-260	157.50
16-66469	01-51740	Tyler Technologies, Inc.	System Mgmt Service	6/2016	025-157549	578.81
16-66305	01-90320	Comtec Electronic Systems,	Security System	6/2016	201032	2,489.50
DEPARTMENT TOTAL:						17,296.15
DEPARTMENT: 112		DEVELOPMENT SERVICES				
16-66117	01-00107	City of Yukon (BankOne)CMD	Leadership Training	6/2016	LaQuinta 659135541	129.54
16-66429	01-00107	City of Yukon (BankOne)CMD	American Planning sub	6/2016	Americ 254605-1643	85.00
16-66428	01-1	Taco May #5	Reimb Occ/Grease License	6/2016	TM 16-0611	50.00
DEPARTMENT TOTAL:						264.54
DEPARTMENT: 113		LIBRARY				
16-65033	01-00108	City of Yukon (BankOne)LIB	Building maintenance Supp	6/2016	Wal-Mart 08805	61.75
16-65808	01-00108	City of Yukon (BankOne)LIB	Postage for ILL	6/2016	USPS 133	112.36
16-66194	01-00108	City of Yukon (BankOne)LIB	First Aid Kit Supplies	6/2016	Wal-Mart 08806	39.99
16-66537	01-01080	Advanced Door Controls	Handicapped Door opener r	6/2016	6184	190.00
16-66554	01-37469	OK Library Association	Public Library Certificat	6/2016	052316	20.00
16-65586	01-70945	Shawna Deeds	Mileage February-May 2016	6/2016	051916	9.72
16-65397	01-71552	Carla Hickey	Mileage February - May 20	6/2016	052316	69.12
16-65587	01-73410	Lindsay Ogle	Mileage February-May 2016	6/2016	051816	23.76
16-65585	01-73770	Laura Pool	Mileage February-May 201	6/2016	052316	96.12
DEPARTMENT TOTAL:						622.82

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 114						
PROPERTY MAINTENANCE						
16-66386	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	6/2016	Clean 50768749	34.54
16-66488	01-00180	City of Yukon (BankOne)PW	lights for sign	6/2016	Locke 28639912-00	190.76
16-66520	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	6/2016	Clean 50769858	34.54
16-66584	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	6/2016	Clean 50770950	34.54
16-66647	01-06750	Clearwater Enterprises, LLC	SrvCity Bldgs-04/16	6/2016	8476-24061604	311.14
16-65996	01-31280	Massco Maintenance Compan	cleaning supplies	6/2016	2335297	187.24
16-66650	01-37600	OK Natural Gas Co	TranspChrg-1035 Indu	6/2016	05/13/16 1035 Indu	115.96
16-66651	01-37600	OK Natural Gas Co	TranspChrg-501 Ash	6/2016	05/13/16 501 Ash	173.88
16-65788	01-90117	Alpine Fire Protection	sprinkler inspections	6/2016	16-790	700.00
DEPARTMENT TOTAL:						1,782.60
DEPARTMENT: 115						
HUMAN RESOURCES						
16-66653	01-47660	Shred-it US JV LLC	Doc.destruction	6/2016	9410640825	12.96
DEPARTMENT TOTAL:						12.96
DEPARTMENT: 116						
PARK ADMINISTRATION						
16-66188	01-00110	City of Yukon (BankOne)REC	flowers for Huckaba Bldg.	6/2016	TLC T-1-000693667	66.62
16-66412	01-00110	City of Yukon (BankOne)REC	Golf Carts	5/2016	Fore Wheeler 13787	340.00
16-66419	01-00110	City of Yukon (BankOne)REC	Festival of the Child	6/2016	Crossland 46049-6	887.06
16-66421	01-00110	City of Yukon (BankOne)REC	Festival of the Child	6/2016	Ski's Tees 042916	2,155.50
16-66422	01-00110	City of Yukon (BankOne)REC	craft supplies FOC	6/2016	SSWW 9029430	1,017.94
16-66581	01-01024	ABS Golf Cars, Inc.	Event Golf Carts	6/2016	070216	2,690.00
16-66539	01-06100	Chester the Clown & Crew,	IClsholm Trail ponies	6/2016	060416	1,665.00
16-66582	01-06100	Chester the Clown & Crew,	IPony Rides	6/2016	070416	1,750.00
16-66006	01-08140	OpubCo Communications	Groupads for Festival of Child	6/2016	0001624686160430	1,057.24
16-66189	01-30600	Lowe's Companies, Inc.	flowers for Huckaba Bldg.	6/2016	20376	87.84
16-66583	01-31265	Marianne's Rentals	Freedom Fest rentals	6/2016	95104	3,051.25
16-66497	01-39430	Peerless Events & Tents	Dance Floor rental	6/2016	36571-2	702.30
16-66604	01-41390	Production Essentials, Inc.	lighting for Freedom Fest	6/2016	00018205	750.00
16-66313	01-46360	Ryan Audio Services, LLC	sound for FF	6/2016	4259	12,500.00
16-65410	01-46940	Sam's Club Direct-G.E.Capit	candy supplies	6/2016	2059	119.02
16-66493	01-75332	Sheri Shoemaker	reimb FOC supplies	6/2016	Crest 050416	47.78
16-66494	01-90203	Mike Black	concert band	6/2016	051816	700.00
16-66410	01-90206	Danny Berry	sound for band	6/2016	060916	350.00
16-66411	01-90308	Cindy Collins	band for Concerts	6/2016	062316	750.00
16-66409	01-90702	Victor Gutierrez	band for concerts	6/2016	060916A	800.00
16-66420	01-90707	G3 Band	concert band	6/2016	061616	400.00
16-66577	01-91302	Mobile Laser Forces	Laser Tag for Event	6/2016	INV-CIT-7-4-16 CG	650.00
DEPARTMENT TOTAL:						32,537.55

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 117 PARK MAINTENANCE						
16-66186	01-00180	City of Yukon (BankOne)PW	locking pins	6/2016	Miller Prod 205107	75.50
16-66291	01-00180	City of Yukon (BankOne)PW	door repair	6/2016	Allied G1 00035360	229.00
16-66345	01-00180	City of Yukon (BankOne)PW	chemicals	6/2016	Winfield 060822074	1,944.75
16-66386	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	6/2016	Clean 50768749	24.83
16-66440	01-00180	City of Yukon (BankOne)PW	regulator	6/2016	Locke 28626961-00	23.50
16-66441	01-00180	City of Yukon (BankOne)PW	valve, orings, regulator	6/2016	Locke 28639625-00	57.40
16-66520	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	6/2016	Clean 50769858	24.83
16-66523	01-00180	City of Yukon (BankOne)PW	flowers, plants	6/2016	Lowe's 20365	278.78
16-66584	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	6/2016	Clean 50770950	24.83
16-66446	01-01352	Safety Pro Products	safety equipment	6/2016	2946	58.20
16-66391	01-30600	Lowe's Companies, Inc.	keys	6/2016	02179A	14.96
16-66521	01-30600	Lowe's Companies, Inc.	misc items	6/2016	02040A	90.98
16-66443	01-91801	Riverside Ranch	Cedar fiber chips	6/2016	8248	960.02
DEPARTMENT TOTAL:						3,807.58
DEPARTMENT: 118 RECREATION FACILITIES						
16-66014	01-00110	City of Yukon (BankOne)REC	Shirts Mens League	6/2016	Ski's Tees 051816	70.00
16-66099	01-00110	City of Yukon (BankOne)REC	Membership Cards pools	6/2016	Vista Print 042216	56.22
16-66408	01-00110	City of Yukon (BankOne)REC	LED lights	6/2016	Locke 28612834-00	476.31
16-66475	01-00110	City of Yukon (BankOne)REC	Pizza vo-tech volunteers	6/2016	Domino's 333738	52.15
16-66343	01-03090	Ben E. Keith Foods	Lunches for DRC	6/2016	63113061	1,502.08
16-66221	01-27300	K & W Pool Maintenance	Drain Grates for pools	6/2016	020390	750.00
16-66256	01-27300	K & W Pool Maintenance	start up both pools	6/2016	020392	1,725.00
16-66423	01-29100	Leslie's Pool Supplies In	Chemicals for pools	6/2016	32-485292	1,029.53
16-65782	01-30600	Lowe's Companies, Inc.	chicken wire for YCC	6/2016	02921C	12.33
16-66474	01-30600	Lowe's Companies, Inc.	flowers mulch for JCG	6/2016	19872	244.78
16-66076	01-33460	Municipal Industries	pool Chemicals	6/2016	36463	2,738.00
16-65904	01-90913	Icetech Inc.	Ice Machines	6/2016	8086	425.00
16-66098	01-90913	Icetech Inc.	Ice Machine Repair	6/2016	8084	390.00
16-66573	01-91707	Brendan Parker Music	Art in the Park	6/2016	BPM071516	350.00
DEPARTMENT TOTAL:						9,821.40
FUND TOTAL:						219,147.09

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 501 SALES TAX CAPITAL IMPROV						
16-64841	01-00108	City of Yukon (BankOne)LIB	Locally purchased materia	6/2016	Hastings 6001954	114.15
16-66268	01-00180	City of Yukon (BankOne)PW	bore job	6/2016	Geroge Well 051816	600.00
16-66392	01-00180	City of Yukon (BankOne)PW	meter set	6/2016	HD Supply F552835	746.50
16-66393	01-00180	City of Yukon (BankOne)PW	meter set	6/2016	HD Supply F552866	736.25
16-66404	01-00180	City of Yukon (BankOne)PW	parts for repair	6/2016	HD Supply F552789	812.00
16-64946	01-04450	Brodart	Adult Standing Order	6/2016	B4481927	36.19
16-66217	01-04450	Brodart	Children's Standing Order	6/2016	B4501624	27.16
16-65628	01-06325	City Carbonic	annual srvc-air compresso	6/2016	53638	516.11
16-66215	01-16230	Gale Group Inc	Large Print Standing Orde	6/2016	58062627	128.20
16-66485	01-30680	Luther Sign Company	street signs	6/2016	10691	449.52
16-66486	01-30680	Luther Sign Company	street signs	6/2016	10690	1,373.63
16-66545	01-33740	NAFECO Inc.	filter firefighter hoods	6/2016	P-875745	3,505.00
DEPARTMENT TOTAL:						9,044.71
DEPARTMENT: 502 ECONOMIC DEVELOPMENT						
16-66610	01-00101	City of Yukon (BankOne)ADM	ICSC Registration-Smaistr	6/2016	ICSC 1317733	50.00
DEPARTMENT TOTAL:						50.00
FUND TOTAL:						9,094.71

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 128						
PARK & EVENTS SPEC REVENU						
16-66253	01-1	Five Star Sports	Yukon High School Ad	6/2016	Five Star 949374	109.99
16-66427	01-46940	Sam's Club Direct-G.E.Capitfood-volunteer lunches		6/2016	0484	603.82
DEPARTMENT TOTAL:						713.81
DEPARTMENT: 142						
INSURANCE/MISC REIMB						
16-66562	01-00123	City of Yukon (BankOne)TEC	iPhone 6 Case	6/2016	Amazon 4429868	33.00
16-66127	01-1	The Large Art	replace bronze statues	6/2016	LA 5636	9,825.00
DEPARTMENT TOTAL:						9,858.00
DEPARTMENT: 144						
LIBRARY STATE AID						
16-66480	01-00108	City of Yukon (BankOne)LIB	Summer Reading Program Su	6/2016	Hastings 6005194	690.43
16-66457	01-37990	OKC Zoo	2 Children's Summer Readi	6/2016	062116	150.00
16-66456	01-91508	Oklahoma Museum Network	Children's Summer Reading	6/2016	O-0061416MF1	333.34
DEPARTMENT TOTAL:						1,173.77
DEPARTMENT: 146						
LIBRARY SPECIAL REVENUE						
16-65040	01-00108	City of Yukon (BankOne)LIB	PLA Conference Registrati	6/2016	Marriott 17594	964.61
16-65852	01-00108	City of Yukon (BankOne)LIB	Summer Reading Program Su	6/2016	Orien 677690679-01	102.99
16-66481	01-00108	City of Yukon (BankOne)LIB	Summer Reading Refreshmen	6/2016	Wal-Mart 08698	327.83
16-65583	01-04450	Brodart	Adult non Fiction Materia	6/2016	B4370323	84.40
16-65652	01-04450	Brodart	Children's Fiction/non fi	6/2016	B4469487	31.96
16-66300	01-04450	Brodart	Adult nonfiction material	6/2016	B4516156	156.62
16-66301	01-04450	Brodart	Adult Fiction materials	6/2016	B4516157	576.37
16-66302	01-04450	Brodart	Children's Fiction/Nonfic	6/2016	B4511575	207.44
16-66303	01-04450	Brodart	YA Fiction/Nonfiction mat	6/2016	B4501623	493.43
16-66458	01-1	Oklahoma Humanities Counc	Refund of unspent LTAIO G	6/2016	OK Humantie 051016	24.03
16-66517	01-44395	Recorded Books, LLC	Audio Book Standing Order	6/2016	75332679	482.50
16-65854	01-90501	Extreme Animals, LLC	YA Summer Reading Program	6/2016	103	500.00
16-65959	01-90501	Extreme Animals, LLC	Children's Summer Reading	6/2016	105	600.00
16-65958	01-90806	Gary Ray Howell	Children's Summer Reading	6/2016	0275	375.00
16-66456	01-91508	Oklahoma Museum Network	Children's Summer Reading	6/2016	O-0061416MF2	666.66
16-65957	01-91528	OKC Improv Foundation	Children's Summer Reading	6/2016	051016	500.00
DEPARTMENT TOTAL:						6,093.84

FUND: 64 - Special Revenue

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 167 POLICE DEPT SPECIAL REV						
16-65920	01-18240	Harrison-Orr Ar	Conditioninrezone HVAC in dispatch	6/2016	72720	4,228.00
16-64135	01-36300	OK Board of Tests	Re-cert for intoxylizer	6/2016	4572	62.00
16-66407	01-91315	MLS Towing	towing service	6/2016	1318	144.75
16-66552	01-91315	MLS Towing	towing service	6/2016	1322	183.00
DEPARTMENT TOTAL:						4,617.75
FUND TOTAL:						22,457.17

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 201 WATER DISTRIBUTION						
16-66150	01-00180	City of Yukon (BankOne)PW	flags for locates	6/2016	ICM OK804225PW	216.00
16-66354	01-00180	City of Yukon (BankOne)PW	hour meter, oil	6/2016	O'Reil 0343-181335	77.98
16-66356	01-00180	City of Yukon (BankOne)PW	filters	6/2016	Vermeer P13946	39.19
16-66386	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	6/2016	Clean 50768749	41.30
16-66389	01-00180	City of Yukon (BankOne)PW	CNG fuel	6/2016	Love's 75895	18.69
16-66400	01-00180	City of Yukon (BankOne)PW	CNG fuel	6/2016	OnCue 102054	17.52
16-66401	01-00180	City of Yukon (BankOne)PW	CNG fuel	6/2016	OnCue 110724	5.43
16-66402	01-00180	City of Yukon (BankOne)PW	CNG fuel	6/2016	OnCue 081640	14.00
16-66403	01-00180	City of Yukon (BankOne)PW	1" meters	6/2016	HD Supply F552815	1,150.00
16-66404	01-00180	City of Yukon (BankOne)PW	parts for repair	6/2016	HD Supply F552789	205.00
16-66434	01-00180	City of Yukon (BankOne)PW	CNG fuel	6/2016	OnCue 140902	13.07
16-66448	01-00180	City of Yukon (BankOne)PW	fire hydrant repair	6/2016	HD Supply F552795	150.00
16-66484	01-00180	City of Yukon (BankOne)PW	water leak repair	6/2016	Locke 28612364-00	49.20
16-66520	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	6/2016	Clean 50769858	41.30
16-66524	01-00180	City of Yukon (BankOne)PW	CNG fuel	6/2016	OnCue 084034	8.99
16-66536	01-00180	City of Yukon (BankOne)PW	water line repair	6/2016	HD Supply F573470	126.56
16-66584	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	6/2016	Clean 50770950	41.30
16-66586	01-00180	City of Yukon (BankOne)PW	CNG Fuel	6/2016	Love's 85390	15.63
16-66592	01-00180	City of Yukon (BankOne)PW	water line repair	6/2016	HD Supply F592918	248.44
16-66618	01-00180	City of Yukon (BankOne)PW	service line repair	6/2016	Locke 28708216-00	28.35
16-66631	01-00180	City of Yukon (BankOne)PW	CNG fuel	6/2016	OnCue 082326	15.88
16-66632	01-00180	City of Yukon (BankOne)PW	CNG fuel	6/2016	OnCue 095622	17.55
16-66633	01-00180	City of Yukon (BankOne)PW	CNG fuel	6/2016	OnCue 134752	13.58
16-66446	01-01352	Safety Pro Products	safety equipment	6/2016	2946	295.79
16-66439	01-39572	Petroleum Traders, Inc	fuel for city vehicles	6/2016	1012308	457.19
DEPARTMENT TOTAL:						3,307.94
DEPARTMENT: 202 UTILITY BILLING						
16-66464	01-00123	City of Yukon (BankOne)TEC	Meter Reader Cell Phones	6/2016	Verizon 9765006438	133.74
16-66533	01-00170	City of Yukon (BankOne)UB	Cut off Door Hangers	6/2016	Staples 7156598078	109.98
16-66623	01-00170	City of Yukon (BankOne)UB	Misc Supplies	6/2016	Staples 7157042611	406.18
16-66386	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	6/2016	Clean 50768749	16.90
16-66520	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	6/2016	Clean 50769858	16.90
16-66584	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	6/2016	Clean 50770950	16.90
16-66630	01-29320	Linebarger, Goggan, Blair	&Collection Agency Fees	6/2016	052516	7.49
16-66460	01-36710	OK Dept of Environmental	QuLicense renewal-R.Nell	6/2016	55286710	92.00
16-66439	01-39572	Petroleum Traders, Inc	fuel for city vehicles	6/2016	1012308	559.64
16-66653	01-47660	Shred-it US JV LLC	Doc.destruction	6/2016	9410640825	12.96
DEPARTMENT TOTAL:						1,372.69

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 203 TREATMENT AND SUPPLY						
16-66344	01-04477	Brewer Construction	Oklahomtap sleep, tap, valve	6/2016	2016-9	1,235.00
16-66635	01-57425	Waste Connections of Oklaho	hauling fees may 2016	6/2016	1649219	2,640.00
DEPARTMENT TOTAL:						3,875.00
DEPARTMENT: 204 FLEET MAINTENANCE						
16-66326	01-00180	City of Yukon (BankOne)PW	brake lights	6/2016	NAPA 634213	18.18
16-66329	01-00180	City of Yukon (BankOne)PW	brake shoes, drums	6/2016	Summit 405155795	321.94
16-66350	01-00180	City of Yukon (BankOne)PW	spark plugs	6/2016	O'Reil 0343-181326	23.88
16-66352	01-00180	City of Yukon (BankOne)PW	battery	6/2016	O'Reil 0343-180958	148.12
16-66353	01-00180	City of Yukon (BankOne)PW	police stock	6/2016	Goodyr 255-1007219	445.60
16-66355	01-00180	City of Yukon (BankOne)PW	battery	6/2016	O'Reil 0343-181145	111.32
16-66386	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	6/2016	Clean 50768749	43.90
16-66387	01-00180	City of Yukon (BankOne)PW	CNG fuel	6/2016	Love's 77840	14.51
16-66388	01-00180	City of Yukon (BankOne)PW	CNG fuel	6/2016	OnCue 9651	18.09
16-66394	01-00180	City of Yukon (BankOne)PW	pinion, alignment	6/2016	O'Reil 0343-181924	287.99
16-66398	01-00180	City of Yukon (BankOne)PW	gauges	6/2016	Conrad Fire 507057	201.82
16-66406	01-00180	City of Yukon (BankOne)PW	a/c compressor	6/2016	O'Reil 0343-181923	1,175.57
16-66432	01-00180	City of Yukon (BankOne)PW	bearing, seal	6/2016	O'Reil 0343-181325	9.49
16-66433	01-00180	City of Yukon (BankOne)PW	belt	6/2016	O'Reil 0343-181320	23.60
16-66435	01-00180	City of Yukon (BankOne)PW	CNG fuel	6/2016	OnCue 134712	13.73
16-66437	01-00180	City of Yukon (BankOne)PW	CNG fuel	6/2016	OnCue 103346	12.45
16-66438	01-00180	City of Yukon (BankOne)PW	flat repair	6/2016	Goodyr 255-1007091	272.42
16-66442	01-00180	City of Yukon (BankOne)PW	tires	6/2016	Goodyr 255-1007226	148.18
16-66444	01-00180	City of Yukon (BankOne)PW	tires, waste fee	6/2016	Goodyr 255-1007225	589.16
16-66445	01-00180	City of Yukon (BankOne)PW	weed eater string	6/2016	Smith Farm 561306	245.00
16-66449	01-00180	City of Yukon (BankOne)PW	mower repairs	6/2016	Luber INV00157920	243.39
16-66450	01-00180	City of Yukon (BankOne)PW	blades	6/2016	Luber INV00157919	381.01
16-66451	01-00180	City of Yukon (BankOne)PW	bobcat mower repair	6/2016	Luber INV00157918	122.87
16-66453	01-00180	City of Yukon (BankOne)PW	motor mount	6/2016	Bob Howard 4318097	99.40
16-66454	01-00180	City of Yukon (BankOne)PW	CNG Fuel	6/2016	OnCue 083009	11.00
16-66492	01-00180	City of Yukon (BankOne)PW	repair tire machine	6/2016	Sooner G 051716002	626.34
16-66520	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	6/2016	Clean 50769858	33.80
16-66522	01-00180	City of Yukon (BankOne)PW	edger blades	6/2016	Smith Farm 562185	69.50
16-66525	01-00180	City of Yukon (BankOne)PW	CNG Fuel	6/2016	OnCue 100632	13.68
16-66530	01-00180	City of Yukon (BankOne)PW	flat 4 trailer prong	6/2016	NAPA 635418	41.32
16-66531	01-00180	City of Yukon (BankOne)PW	oil filters	6/2016	O'Reil 0343-182611	60.00
16-66532	01-00180	City of Yukon (BankOne)PW	oil filters	6/2016	O'Reil 0343-183794	248.76
16-66535	01-00180	City of Yukon (BankOne)PW	brake cleaner	6/2016	O'Reil 0343-183597	95.52
16-66584	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	6/2016	Clean 50770950	43.90
16-66585	01-00180	City of Yukon (BankOne)PW	CNG fuel	6/2016	OnCue 124108	13.92
16-66638	01-29525	Locke Welding	demurrage	6/2016	R4707	208.00
16-66390	01-30600	Lowe's Companies, Inc.	strap	6/2016	02487	21.83
16-66439	01-39572	Petroleum Traders, Inc	fuel for city vehciles	6/2016	1012308	8,429.58
16-66490	01-53425	DOC/Union City Comm Corr	Ctmale inmate pay April 16	6/2016	UNC2016-YUK-4162	166.56
DEPARTMENT TOTAL:						15,055.33
FUND TOTAL:						23,610.96

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 301		SANITATION				
16-66465	01-00123	City of Yukon (BankOne)TEC	San Svcs Tablet Service	6/2016	Verizon 9765006439	160.04
16-65761	01-00171	City of Yukon (BankOne)SAN	2016 SWANA Conference	6/2016	OK SWANA 503111977	316.98
16-66476	01-00171	City of Yukon (BankOne)SAN	Office Supplies for San	6/2016	Staples 7156418957	121.91
16-66281	01-00180	City of Yukon (BankOne)PW	recaps	6/2016	Southern 47179526	1,221.00
16-66295	01-00180	City of Yukon (BankOne)PW	brake shoes	6/2016	Weldon 1681949-00	279.06
16-66310	01-00180	City of Yukon (BankOne)PW	Tarp & Straps for Roll Of	6/2016	Roll-Of 0038058-IN	875.00
16-66335	01-00180	City of Yukon (BankOne)PW	slack adjusters	6/2016	Bruckner's 482157C	177.28
16-66346	01-00180	City of Yukon (BankOne)PW	hydraulic oil	6/2016	Fentres 0024921-IN	1,281.96
16-66351	01-00180	City of Yukon (BankOne)PW	headlights	6/2016	O'Reil 0343-181328	27.87
16-66386	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	6/2016	Clean 50768749	48.11
16-66395	01-00180	City of Yukon (BankOne)PW	valve body	6/2016	J&R Equipmen 31213	738.31
16-66396	01-00180	City of Yukon (BankOne)PW	tires, stock	6/2016	Southern 47180135	814.00
16-66397	01-00180	City of Yukon (BankOne)PW	valve stems	6/2016	NAPA 634694	35.60
16-66399	01-00180	City of Yukon (BankOne)PW	power washer	6/2016	Locke 28562829-00	2.95
16-66405	01-00180	City of Yukon (BankOne)PW	recap tires	6/2016	Southern 47180050	1,080.84
16-66436	01-00180	City of Yukon (BankOne)PW	headlight, wipers	6/2016	O'Reil 0343-182207	6.97
16-66452	01-00180	City of Yukon (BankOne)PW	Steer tires	6/2016	Hercules Ti 347239	427.00
16-66518	01-00180	City of Yukon (BankOne)PW	fuel pressure reg	6/2016	Premier T 12022233	1,322.17
16-66520	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	6/2016	Clean 50769858	48.09
16-66543	01-00180	City of Yukon (BankOne)PW	recap tires	6/2016	Southern 47180620	1,083.34
16-66549	01-00180	City of Yukon (BankOne)PW	hyd oil	6/2016	Fentres 0025542-IN	1,281.96
16-66584	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	6/2016	Clean 50770950	48.11
16-66534	01-07995	D.H. Pace Company Inc.	Overhead Door Repair	6/2016	SVC/3124	157.50
16-66439	01-39572	Petroleum Traders, Inc	fuel for city vehciles	6/2016	1012308	3,114.49
DEPARTMENT TOTAL:						14,670.54
FUND TOTAL:						14,670.54

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 401		STORMWATER				
16-66426	01-00173	City of Yukon (BankOne)SW	Drinks & meals for RB Eve	6/2016	Love's 026025	56.36
16-66557	01-36710	OK Dept of Environmental	QuODEQ SW Permit fee	6/2016	55300543	748.11
16-66439	01-39572	Petroleum Traders, Inc	fuel for city vehciles	6/2016	1012308	48.98
16-66558	01-47660	Shred-it US JV LLC	Document Destruction	6/2016	9410640826	10.66
16-66559	01-47660	Shred-it US JV LLC	Document Destruction	6/2016	9410249146	10.66
DEPARTMENT TOTAL:						874.77
FUND TOTAL:						874.77

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 104		CDBG				
16-66430	01-50700	Triad Design Group	reimb ads-CDBG project	6/2016	9675	410.53
					DEPARTMENT TOTAL:	410.53
					FUND TOTAL:	410.53
					GRAND TOTAL:	290,265.77

PACKET: 18449 EOM Mar '16 Court Checks
 VENDOR SET: 01 CITY OF YUKON
 BANK: MunCt Municipal Court

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
06477	I-Mar '16	CLEET CLEET	R	5/16/2016		3,532.86	004138	3,532.86
1	I-Mar '16	OBN OBN :	R	5/16/2016		35.00	004139	35.00
38550	I-Mar '16	OSBI OSBI	R	5/16/2016		3,113.74	004140	3,113.74

* * B A N K T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	3	0.00	6,681.60	6,681.60
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	3	0.00	6,681.60	6,681.60

** REGISTER GRAND TOTALS *

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	3	0.00	6,681.60	6,681.60
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	3	0.00	6,681.60	6,681.60

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
46	5/2016	6,681.60CR
=====		
ALL		6,681.60CR

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

F I: 18541 EOM Court May '16
 V R SET: 01 CITY OF YUKON
 MunCt Municipal Court

.

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
06477	I-EOM Court May '16	CLEET CLEET	R	6/02/2016		2,444.08	004141	2,444.08
1	I-EOM Court May '16	OBN OBN :	R	6/02/2016		50.00	004142	50.00
38550	I-EOM Court May '16	OSBI OSBI	R	6/02/2016		2,813.92	004143	2,813.92

* * B A N K T O T A L S * *		NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:		3	0.00	5,308.00	5,308.00
HANDWRITTEN CHECKS:		0	0.00	0.00	0.00
PRE-WRITE CHECKS:		0	0.00	0.00	0.00
DRAFTS:		0	0.00	0.00	0.00
VOID CHECKS:		0	0.00	0.00	0.00
NON CHECKS:		0	0.00	0.00	0.00
CORRECTIONS:		0	0.00	0.00	0.00
BANK TOTALS:		3	0.00	5,308.00	5,308.00

PRINT: 18541 EOM Court May '16
CHECK SET: 01 CITY OF YUKON
: ALL

** REGISTER GRAND TOTALS *

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	3	0.00	5,308.00	5,308.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	3	0.00	5,308.00	5,308.00

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
46	6/2016	5,308.00CR
=====		
ALL		5,308.00CR

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

						-----DEPOSIT-----			
---ACCOUNT---	-----NAME-----	--DATE--	----TYPE----	-CK #-	---AMOUNT---	CODE	-RECEIPT--	--AMOUNT---	---MESSAGE---
04-0050-04	MANNA PANTRY	5/20/16	PAY/ADJ POST	146232	585.37CR	000		0.00	

CHECK NUMBER	---DATE---	-----NAME-----	ACCTS	----AMOUNT----
146232	5/20/2016	MANNA PANTRY	1	585.37CR
TOTAL ACCOUNTS:			1	
TOTAL REFUND CHECKS:			1	
TOTAL CHECK AMOUNT:				585.37CR

ACCOUNT	SOURCE NAME	AMOUNT
70 -100	IFT Claim on Cash	585.37CR
70 -203.00	Current Refunds Payable	585.37
88 -100	Pooled Cash Account	585.37CR
88 -202	IFT Due To Other Funds	585.37

ERRORS: 0

** END OF REPORT **

PACKET: 18540 June '16 Debt Service
 VENDOR SET: 01 CITY OF YUKON
 BANK: APBK AP Disbursements

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
01500		Arvest Bank						
	I-06/2016 Debt Srvc	Arvest Bank	R	6/02/2016		24,795.21	146233	24,795.21

* * B A N K T O T A L S * *		NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:		1	0.00	24,795.21	24,795.21
HANDWRITTEN CHECKS:		0	0.00	0.00	0.00
PRE-WRITE CHECKS:		0	0.00	0.00	0.00
DRAFTS:		0	0.00	0.00	0.00
VOID CHECKS:		0	0.00	0.00	0.00
NON CHECKS:		0	0.00	0.00	0.00
CORRECTIONS:		0	0.00	0.00	0.00
BANK TOTALS:		1	0.00	24,795.21	24,795.21

PACKET: 18540 June '16 Debt Service
VENDOR SET: 01 CITY OF YUKON
BANK: ALL

** REGISTER GRAND TOTALS *

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	24,795.21	24,795.21
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	24,795.21	24,795.21

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
36	6/2016	24,795.21CR
=====		
ALL		24,795.21CR

TOTAL ERRORS: 0

TOTAL WARNINGS: 0



TO: City Council
FROM: Jim Crosby, City Manager
DATE: May 31, 2016
RE: 2016-2017 Renewal Participation Agreement for WC

I have submitted for your approval the *2016-2017 Renewal Participation Agreement with Oklahoma Municipal Assurance Group (OMAG) Workers' Compensation Plan*. This agreement is an amendment to our original agreement with OMAG for continued participation in the Workers' Compensation Plan.

The annual premium for 2016-2017 is \$708,742, which is down from \$857,659 for 2015-2016. There is no interest credit or escrow to be used to reduce the premium cost for this plan year. As previous plan years close, we expect to see some interest credit and escrow funds utilized in the coming years.

**OKLAHOMA MUNICIPAL ASSURANCE GROUP
STANDARD PLAN**

2016-2017 Renewal Participation Agreement for CITY OF YUKON

The premium for participation in the *Oklahoma Municipal Assurance Group (OMAG) Workers' Compensation Plan* for the period July 1, 2016 through July 1, 2017 as stated on the Invoice is accepted as an amendment to our original agreement with OMAG for continued participation in the Workers' Compensation Plan.

A. INTEREST CREDIT----- \$

(If any, has been applied to reduce the 2016-2017 premium for renewal participation.)

B. ESCROW _____ \$

(Select and initial the appropriate box below and fill in the dollar amount to be applied to premium, if one appears.)

1. We will use \$_____ of our **Escrow Credit** to reduce our 2016-2017 premium for renewal of participation **(NOTE: COPY OF MINUTES REQUIRED)**, OR

2. We will not use any of our **Escrow Credit** to reduce our 2016-2017 premium for renewal of participation.

Premium shall be due and payable on or before the first day of the agreement period or within thirty (30) days of the date of invoice, whichever is later. OMAG offers three payment plans: annual, semi-annual and quarterly. Payment is due and payable on or before the installment date or within (30) days of the date of the installment invoice, whichever is later. However, interest shall be paid at the rate of ten percent (10%) on the amount of the unpaid balance after the final payment due date.

Failure to pay or for OMAG to receive the premium due on the above stated dates shall result in cancellation and non-coverage for you for the period in which the premium was due, or any extension thereof as a result of your decision to make the installment payments.

Date

Signature of Authorized Representative

Printed Name and Title

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

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

**Oklahoma Municipal Assurance Group
3650 S. Boulevard Edmond, OK 73013-5581**



Oklahoma Municipal Assurance Group Workers' Compensation Standard Plan

MEMBER: CITY OF YUKON

Policy Number: QWC 1400308 00

Policy Period: 07/01/2016 To 07/01/2017

ADDRESS: CITY OF YUKON
P. O. BOX 850500
YUKON OK 73085

Class Code	DESCRIPTION	Payroll	Employee No	Volunteer No	RATE	Premium
5611	Street or Road	565,854	14	0	13.520	76,503
7520	Waterworks Oper	447,705	10	0	7.270	32,548
7710	Firefighters &	2,531,281	38	0	6.360	160,989
7720	Police Officers	2,953,164	46	0	5.100	150,611
8391	Automobile Repa	282,620	6	0	6.550	18,512
8810	Clerical Office	830,647	20	0	0.530	4,402
8831	Animal Control	92,979	2	0	3.730	3,468
9015	Building Operat	324,455	8	0	9.060	29,396
9102	Park NOC - All	1,333,604	77	0	4.960	66,147
9403	Ash, Garbage or	518,668	12	0	14.000	72,614
9410	Municipal or To	3,147,980	61	0	2.740	86,255
	Sum	13,028,957	294.0	0.0		

STANDARD PREMIUM: 701,445

EXPERIENCE MODIFICATION APPLIED: 1.4300 301,621

Oklahoma Municipal Assurance Group
Workers' Compensation Standard Plan

MEMBER: CITY OF YUKON

Policy Number: QWC 1400308 00

Policy Period: 07/01/2016 To 07/01/2017

ADDRESS: CITY OF YUKON
P. O. BOX 850500
YUKON OK 73085

PREMIUM DISCOUNT:	24.5%	-245,751
	TERRORISM:	1,303
	CATASTROPHE:	1,303
CLAIMS HANDLING CREDIT:	15%	-113,988
	EXPENSE CONSTANT	140
STANDARD PLAN SUB-TOTAL:		646,073
OMAG ADMIN FEE:	9.70%	62,669
TOTAL PREMIUM:		708,742

**PARKS & RECREATION**

Date: May 31, 2016

To: Jim Crosby

From: Jan Scott 

RE: Yukon Soccer Club's request to fence in Taylor and Ranchwood Park Soccer fields.

MEMORANDUM

I make a recommendation for this item to purchase fencing by the Yukon Soccer club to be placed on the June 7 Yukon City Council Agenda. The Yukon Park Board passed Item 4 below, at their May 18, 2016 meeting.

Item 4: Consider recommending the Yukon Soccer Club's proposal to purchase fencing to enclose the Ranchwood and Taylor Park soccer fields. Park Board member Nick Grba moved to approve the fencing and Cathy Wright seconded the motion. The vote was 4 – 0 in favor of this proposal. The At-Large seat on the Yukon Park Board is vacant, so there are only four voting members.

Attachments
(3)



PARK ADMINISTRATION
Yukon Park Board Minutes
Regular Meeting
Wednesday, May 18, 2016
6:00 P.M.
Huckaba Building
532 W. Main

The City of Yukon Park Board met for their regular meeting on Wednesday, May 18, 2016, 6:00 p.m. at the Huckaba Bldg, 532 W. Main, Yukon, OK.

Roll Call: (Present) Joe Edwards, Chair
 Joe Baumann, Vice Chair
 Nick Grba
 Cathy Wright

Vacant: At Large

Others present: Jan Scott, Claudia Krshka, and Sheri Shoemaker.

Visitors Present: Lee Clark
Visitors Business: Item 2

Item 1: Approval of the minutes from April 20, 2016

Cathy Wright moved to approve the minutes from April 20, 2016 and Joe Baumann seconded the motion.

The vote: Ayes: Edwards, Baumann, Grba and Wright.
 Nays: None

Vote 4-0

Motion Carried

Item 2: Consider approval of the following rate changes for parks and recreation. An additional special event fee may be assessed for a very large event.

- a. Two week swim lesson rate from \$40 to \$45.
- b. Jackie Cooper Gym and Yukon Community Center hourly rental rates from \$50 per hour to \$75 per hour for residents and corporate /nonresident rentals from \$100 to \$150.
- c. Dale Robertson Center hourly rate from \$50 an hour to \$75 for residents and corporate/nonresident rentals from \$100 to \$150.



PARK ADMINISTRATION

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Yukon Park Board Minutes

May 18, 2016

d. Family swim pass additional member rate from \$10 to \$20.

e. Swimming pool rental fees:

\$90 to \$125 per time block for up to 50 people

\$115 to \$180 per time block for 51-75 people

\$150 to \$225 per time block for 76-100 people

\$190 to \$350 per time block for 101-150 people

Nick Grba moved to approve the rate changes and Cathy Wright seconded the motion.

The vote: Ayes: Edwards, Baumann, Grba and Wright.

Nays: None

Vote 4-0

Motion Carried

Item 3: 2016-2017 Budget update

Jan Scott said we are cutting the budget by 5%. She said we are having concerts but trimming them down.

Item 4: Consider recommending the Yukon Soccer Club's proposal to purchase fencing to enclose the Ranchwood and Taylor Park soccer fields.

Nick Grba moved to approve the fencing and Cathy Wright seconded the motion.

The vote: Ayes: Edwards, Baumann, Grba and Wright.

Nays: None

Vote 4-0

Motion Carried

Item 5: Summer Events

Jan Scott said our upcoming events are Friday Fun Days, Wacky Wednesdays, Concerts in the Park and Chisholm Trail Crawfish Festival.

Item 6: Staff Reports/Events/Programs/Personnel

Jan Scott said things are going well and we are hiring some personnel for the pools and summer events.

Item 7: New Business

None



PARK ADMINISTRATION

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Yukon Park Board Minutes

May 18, 2016

Item 8: Open Discussion

Nick Grba-said he appreciated all the work the Soccer Club has done.

Joe Baumann-said he is looking forward to Bike to Work.

Cathy Wright-said it will be a nice fence for the soccer field and said Parks and Recreation do an awesome job.

Joe Edwards-said the city finances hopefully have bottomed out because the city still has a lot to offer. Joe said thank you and great job to the park and recreation.

Set Date and time of next meeting

6:00 p.m. June 15, 2016

Park Board,

Yukon Soccer Club is seeking approval to purchase and have installed a 4 foot chain link fence around the perimeter of both the Taylor Park and Ranchwood Park soccer fields per the attached quotes. All expenses to purchase, install, and maintain the fence will be covered by Yukon Soccer Club as long as we maintain a lease with the City for the field usage.

In the last couple of years Taylor Park has had dirt brought in to help fill in some low areas of the fields and continue to maintain the parking lot/entrance by adding gravel and grading. Since adding the irrigation system at Ranchwood last summer (2015) the soccer club has purchased rye grass seed, new semi-permanent goals and finished having the tennis court area leveled and ready for grass. The soccer club has invested \$20,000 for these few improvements. We have more plans to improve both facilities including Taylor Park for better practice and game fields and adding fields and continued work on the grass at Ranchwood.

The reasoning for fencing includes:

Player Safety – Prevent players from running into parking lots or the creek

- Fencing will prevent balls from rolling into parking lots or the creek at Ranchwood. The fence will keep kids from running out into the parking lot to get a ball during a game.

Player Safety – Ability to control entrance and exit in an emergency

- We had an incident last year where a Mustang family brought a child to the game. The parents were separated and mom had given permission to bring the player. Dad came to the game and picked up the player without the family knowing, but until we could get everyone on the same page the child was “missing”. We shut down the games and everyone began looking for the missing child (in the creek, in the parking lot, in the adjacent fields). Having fencing allows us to quickly cover the exits and entrance gates and monitor for a missing child coming or going. We would also like to be able to host tournaments in the future and many require a fenced area that allows locking down the complex in the event of a missing person as part of the safety procedure.

Field maintenance

- A fence will prevent jeeps, 4 wheelers, etc from driving on the fields leaving ruts. Not only are these ruts dangerous for the kids playing and practicing, but they are costly and time consuming to repair. This has occurred numerous times and been reported to the police over the last several years. It would also protect the sprinkler system at Ranchwood fields.

As we invest money back into the facilities to maintain a safe playing environment in the form of dirt, grass seed, sod, goals, etc – being able to fence and protect those investments is important.

The proposed fencing includes sufficient man gates as well as drive through gates. These would be locked, but the city would be given access for mowing, etc. At Ranchwood fields, access to the playground and park area would still be available outside the fence or through a gate. At Taylor Park the fence will also section off the corner that belongs to the neighboring property to keep players out of that area.

We appreciate all the help and man hours the Yukon Park and Rec. Dept. spends to help make our facilities as nice and safe for our kids as possible. It is our intension to continue that relationship and show our loyalty by investing back into our city and the parks. Your approval of this fencing will guarantee protection for both of our investments.

Thank You,

Yukon Soccer Club



ALL STATE FENCE

"ALL types STATE wide FENCE contractor"

TO: Lee Clark
TITLE: PROJECT MANAGER
COMPANY: Yukon Soccer Club

DATE: 3/24/2016
EMAIL: lee.clark@whittonsupply.com
PHONE: 405.520.6847

RE: FENCE BID For: Taylor

YUKON OK

The following bid includes equipment, labor, and materials to...

DEMO apx less 700 lf of post and cable ADD \$ FREE

INSTALL	apx less 2100 lf of 4' tall chain-link	galv - match existing	BASE	\$	13,267.00
ADD ON	3 each - single swing gate	man gate	ADD	\$	508.00
ADD ON	2 each - double swing gate	drive gate	ADD	\$	1,018.00
TOTAL				\$	14,793.00

UPGRADE	install 5 ft. galv vs 4 ft. galv	BASE +	ADD	\$	1,456.00
UPGRADE 2	install 5 ft. black vs 4 ft. galv	BASE +	ADD	\$	4,140.00
OPTION	none		ADD	\$	NONE
REPAIR	none		ADD	\$	NONE
SUPPLY	none		ADD	\$	NONE

LAYOUT NEW corners, gate and fence line to be laid out by GC prior to install

NOTES bid is based on walk thru with project manager
bid include keeping apx 250 lf of exiting 4 ft. chain-link at play ground

GENERAL *Proposal is based on normal digging. Concrete Coring, cutting, breaking, jack hammering or removal of obstacles (rock, sand rock, asphalt, trees, shrubs, etc.) exposed or unexposed that prohibit normal installation of fences and/or structures of fences are to be done by others or at additional cost.

MATERIAL match existing specs on 4 ft. fence at parking lot

EXCLUDES survey, grading, electricity, painting, permit, locate, personal utilities, sprinklers, pool lines, shop, etc.

We propose to install materials listed above in workmanlike manner. The proposal is given with the agreement that when signed by the purchaser and Company representative and accepted by Company management, this proposal becomes a contract, binding on both the purchaser and Company. The purchaser is responsible for the permits, fence location and staking property and/or fence lines. The purchaser is responsible for locating and staking all underground lines including but not limited to: utilities, private lines, septic systems and sprinkler systems, etc. It is further agreed that the work will commence and be completed as Company schedule allows. Excavated soil from the post holes is spread in accordance with standard company procedures. Removal of soil from location is the purchaser's responsibility. Material and labor warranted for one year from date of completion. Liens may be applied to property according to applicable Mechanic's and Material man's Lien statute and other applicable Lien statutes in the event the purchaser fails to pay according to contract terms. The purchaser acknowledges and accepts full responsibility for any liability arising out of completed work by the company. Payment is due on completion

MIKE LEE

ALL STATE FENCING, LLC 405.350.3207 office
305 S. Cornwell Dr. 405.350.3206 fax
Yukon, OK. 73099 405.313.8458 cell
mike@allstatefenceok.com email

Purchaser Signature

Date

Acceptance of Proposal - the price, specifications and conditions are satisfactory and are hereby accepted. You are Authorized to the work as specified.

Install Date: _____

Billing Address: _____

(If different from install address above)

ALL STATE FENCE

"ALL types STATE wide FENCE contractor"

TO: Lee Clark **DATE:** 3/24/2016
TITLE: PROJECT MANAGER **EMAIL:** lee.clark@whittonsupply.com
COMPANY: Yukon Soccer Club **PHONE:** 405.520.6847
RE: **FENCE BID For:** Ranchwood **YUKON OK**

The following bid includes equipment, labor, and materials to...

DEMO	apx less 350 lf of post and cable		ADD	\$	FREE
INSTALL	apx less 1650 lf of 4' tall chain-link	galv - match existing	BASE	\$	11,400.00
ADD ON	3 each - single swing gate	man gate	ADD	\$	508.00
ADD ON	2 each - double swing gate	drive gate	ADD	\$	1,018.00
TOTAL					\$ 12,926.00

UPGRADE	install 5 ft. galv vs 4 ft. galv	BASE +	ADD	\$	740.00
UPGRADE 2	install 5 ft. black vs 4 ft. galv	BASE +	ADD	\$	2,877.00
OPTION	none		ADD	\$	NONE
REPAIR	none		ADD	\$	NONE
SUPPLY	none		ADD	\$	NONE

LAYOUT NEW corners, gate and fence line to be laid out by GC prior to install

NOTES bid is based on walk thru with project manager
bid include keeping apx 200 lf of exiting 4 ft. chain-link a parking lot

GENERAL *Proposal is based on normal digging. Concrete Coring, cutting, breaking, jack hammering or removal of obstacles (rock, sand rock, asphalt, trees, shrubs, etc.) exposed or unexposed that prohibit normal installation of fences and/or structures of fences are to be done by others or at additional cost.

MATERIAL match existing specs on 4 ft. fence at taylor parking lot

EXCLUDES survey, grading, electricity, painting, permit, locate, personal utilities, sprinklers, pool lines, shop, etc.

We propose to install materials listed above in workmanlike manner. The proposal is given with the agreement that when signed by the purchaser and Company representative and accepted by Company management, this proposal becomes a contract, binding on both the purchaser and Company. The purchaser is responsible for the permits, fence location and staking property and or fence lines. The purchaser is responsible for locating and staking all underground lines including but not limited to: utilities, private lines, septic systems and sprinkler systems, etc. It is further agreed that the work will commence and be completed as Company schedule allows. Excavated soil from the post holes is spread in accordance with standard company procedures. Removal of soil from location is the purchaser's responsibility. Material and labor warranted for one year from date of completion. Liens may be applied to property according to applicable Mechanic's and Material man's Lien statute and other applicable Lien statutes in the event the purchaser fails to pay according to contract terms. The purchaser acknowledges and accepts full responsibility for any liability arising out of completed work by the company. Payment is due on completion

MIKE LEE

ALL STATE FENCING, LLC 405.350.3207 office
 305 S. Cornwell Dr. 405.350.3206 fax
 Yukon, OK. 73099 405.313.8458 cell
 mike@allstatefenceok.com email

Purchaser Signature

Date

Acceptance of Proposal - the price, specifications and conditions are satisfactory and are hereby accepted. You are Authorized to the work as specified.

Install Date: _____

Billing Address: _____

(If different from install address above)

Ranchwood Soccer Fields



Taylor Park – Fencing Proposal





DATE: May 31, 2016
FROM: Arnold Adams / Public Works Director *AA*
TO: Jim Crosby / City Manager
CC: Doug Shivers / City Clerk
RE: Agenda Item – Extension Contract Union City-DOC

MEMORANDUM

Jim, attached is the addendum to the Public Works Project Contract by and between the Oklahoma Department of Corrections and the City of Yukon for utilizing prisoners as part of the Public Works Prisoners Program.

There are four (4) originals and we will need three (3) returned to get back to Oklahoma Department of Corrections.

Upon your approval, I would respectfully request it be placed on the next available agenda.



STATE OF OKLAHOMA

OKLAHOMA DEPARTMENT OF CORRECTIONS
Union City Center

May 27, 2016

To: Union City Center PPWP Contract Agencies

From: Dan Hix, Administrative Specialist
Union City Center

Re: PPWP Contract Extension

Attached you will find four (4) copies of the Addendum to the Public Works Project Contract for your agency, this addendum is for a ninety (90) day period. I am providing this to allow your board to review and approve this addendum prior to the expiration of the existing contract.

I will need three copies of the executed contract addendum returned to me.

The Prisoners Public Work policy is currently under revision and changes are likely to be made that will require issuing a new contract for your review and approval. If the policy revision is not complete before this 90 day period, an additional extension will be submitted for your agency approval. When the policy review and revision is complete, I will prepare the contract for your agency review and approval.

If you have any questions, you can contact me at 405-483-5900 or by email at dan.hix@doc.ok.gov

Cc: Kristie Phillips, Administrator
Union City Center
File

Union City Center
PO Box 129
700 North State Highway 81
Union City, Oklahoma 73090
(405) 483-5900
(405) 483-5431
www.ok.gov/doc

**ADDENDUM TO THE PUBLIC WORKS PROJECT CONTRACT
BY AND BETWEEN THE OKLAHOMA DEPARTMENT OF
CORRECTIONS AND
City of Yukon,**

The contractual agreement originally entered into by and between the Oklahoma Department of Corrections, hereinafter, Department, and the undersigned Oklahoma governmental or political subdivision, City of Yukon, hereinafter, **Public Agency Or**, whose governing body has requested in writing, that prisoners be assigned to a Public Works Project heretofore determined by the Oklahoma Board of Corrections to be of necessity for the public well-being and conducive to rehabilitation and the reduction of the recidivism among the participating prisoners. The original agreement, dated the 21st day of April, 2015 is amended as follows:

1. Term of the Contract:

The term of the original agreement is amended, with the effective date of the agreement continued to the 30th day of September, 2016.

DATE OF EXECUTION:

Date: 5/26/16


for the Oklahoma Department of Corrections

This agreement form has been approved by the Oklahoma Department of Corrections General Counsel.

for the Public Agency

Subscribed and sworn to before me this _____ day of, 20____

Notary Public

My commission expires: _____
My commission number is: _____



SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

May 18, 2016

James D. Crosby, City Manager
City of Yukon
P. O. Box 850500
Yukon, Oklahoma 73085

Re: Permit No.: SL000009160375
Stonegate Office Park
Sewer Line Extension Project
Facility No.: S-20533

Dear Mr. Crosby:

Enclosed is Permit No.: SL000009160375 for the construction of approximately 560 L. F. of eight (8) inch sewer line and appurtenances to serve the City of Yukon Stonegate Office Park Sewer Line Extension Project, Canadian County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on May 18, 2016. Any deviations from the approved plans and specifications affecting capacity, flow, or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Yukon, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,

Robert B. Walker
Construction Permit Section
Water Quality Division

RBW/RC/vp

Enclosure

c: Bruce Vande Lune, R. S., Regional Manager, DEQ
Douglas A. Hartwig, P. E., Crafton Tull
Oklahoma City DEQ Office





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT NO.: SL000009160375

SEWER LINES

FACILITY NO.: S-20533

PERMIT TO CONSTRUCT

May 18, 2016

Pursuant to O.S. 27A 2-6-304, the City of Yukon is hereby granted this Tier I Permit to construct approximately 560 L. F. of eight (8) inch sewer line and appurtenances to serve the City of Yukon Stonegate Office Park Sewer Line Extension Project, located in part of SE-1/4, Section 30, T-12-N, R-5-W, I. M., Canadian County, Oklahoma, in accordance with the plans approved on May 18, 2016.

By acceptance of this permit, the permittee agrees to operate and maintain the facilities in accordance with the "Oklahoma Pollutant Discharge Elimination System Standards - OPDES" (OAC 252:606) rules and to comply with the state certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 3) That no significant information necessary for a proper evaluation of the project has been omitted, or invalid information has been presented in applying for the permit.
- 4) That tests will be conducted as necessary to insure that the construction of the sewer lines will prevent excessive infiltration and that the leakage will not exceed 10 gallons per inch of pipe diameter per mile per day.
- 5) That the Oklahoma Department of Environmental Quality shall be kept informed of occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 6) That the permittee will take steps to assure that the connection of house services to the sewers is done in such a manner that the functioning of the sewers will not be impaired and that earth and ground water will be excluded from the sewers when the connection is completed.
- 7) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT NO.: SL000009160375

SEWER LINES

FACILITY NO.: S-20533

PERMIT TO CONSTRUCT

- 8) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 9) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 10) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. 2-6-201 *et. seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 11) That all manholes shall be constructed in accordance with the standards for Water Pollution Control Facility Construction (OAC 252:656-5-3), as adopted by the Oklahoma Department of Environmental Quality.
- 12) That when it is impossible to obtain proper 10-foot horizontal and 2-foot vertical separation between water mains and sewer lines as stipulated in Water Pollution Control Facility Construction OAC 252:656-5-4(c)(1) and OAC 252:656-5-4(c)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested in accordance with the ASTM standard for the sewer line leakage test used, with no detectable leakage prior to backfilling, in accordance OAC 252:656-5-4(c)(3).
- 13) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.

Rocky Chen, P.E., Engineering Manager, Construction Permit Section
Water Quality Division





Oklahoma Municipal Assurance Group

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

May 27, 2016

Jennifer Shields
P.O. Box 850996
Yukon, OK 73085

RE: Member : City of Yukon
Claimant : Jennifer Shields
Date of Loss : 4/4/2016
Claim No. : 201945-LR

Dear Ms. Shields:

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 of Yukon'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 816 Royal Lane, Yukon, Ok.

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,

Lori Randall
Claims Adjuster

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

May 27, 2016

City of Yukon
Attn: Doug Shivers
P.O. Box 850500
Yukon, OK 73085

RE: Member : City of Yukon
Claimant : Jennifer Shields
Date of Loss : 4/4/2016
Claim No. : 201945-LR

Dear Mr. Shivers:

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 7/24/16, you must deny this claim in writing before 7/24/16. 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,

Lori Randall
Claims Adjuster

NOTICE OF TORT CLAIM

OKLAHOMA MUNICIPAL ASSURANCE GROUP (OMAG) – MUNICIPAL LIABILITY PROTECTION PLAN

A. CLAIMANT REPORT

To the City of Yukon

Public entity you are filing the claim against.

PLEASE PRINT OR TYPE AND SIGN

IMPORTANT NOTICE: This notice will be sent to OMAG Claims Dept. for investigation. You may expect them to contact you.

CLAIMANT(S) Jennifer Stickleby Shields
ADDRESS Box 850996
Yukon, OK 73099-0996

CLAIMANT(S) SOCIAL SECURITY NO. [REDACTED]
CLAIMANT(S) DATE OF BIRTH [REDACTED] Circle: M E
PHONE: HOME (405) 416-0655 BUS. (405) 350-7455

- DATE AND TIME OF INCIDENT (Exact Date Required) 4-24-16 () a.m. 5th (p.m.) (Continue on another sheet if needed for any information requested)
- LOCATION OF INCIDENT 816 Royal Lane (my house)
- DESCRIBE INCIDENT toilet bucketed up causing raw sewage into my 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 provide Employer info.

Employer's Name

Address

Phone

ALL MEDICAL BILLS (attach copies) \$

LIST OTHER DAMAGES CLAIMED \$

MEDICARE/MEDICAID/SOCIAL SECURITY DISABILITY:

Is there any Social Security Disability involvement ___ Yes ___ No

Has any medical bill been paid or will be paid by Medicare/Medicaid? ___ Yes ___ No. If so, list Medicare/Medicaid Number. Medicare/Medicaid Number

If the City is responsible for such bills, the City must report any settlement to Medicare/Medicaid.

I understand that the information requested is to assist the requesting insurance information arrangement to accurately coordinate benefits with Medicare/Medicaid and to meet its mandatory reporting obligation under Medicare Secondary Payer Act 42 U.S.C§1395y.

Medicare/Medicaid Beneficiary Name (please print)

Medicare/Medicaid Beneficiary Name Signature

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

VEHICLE YEAR MAKE MODEL

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 estimates if available) \$

LIST OTHER DAMAGES CLAIMED \$

5. NAME OF YOUR INSURANCE CO.	POLICY NO.	AMOUNT CLAIMED	AMOUNT RECEIVED
<u>Premier Insurance</u>	<u>HO-211136</u>	\$ <u>0</u>	\$ <u>0</u>

6. The names of any witnesses known to you:

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.....\$ enough for carpet / reimp

J. Stickleby Shields
SIGNATURE(S)

4-20-16
DATE 8 morey
all ready

CONTINUE ON THE BACK

and build spat out
prevention valve

B. THIS SECTION IS FOR USE BY THE PUBLIC ENTITY WHICH RECEIVES THE CLAIM

To inquire about this claim you may write to OMAG Claims Dept. or call 1-800-234-9461

This Notice of Tort Claim was received by Doug Shivers

(Title) City Clerk, on April 25, 20 16

For further information on this claim contact Doug Shivers

(Title) City Clerk, by telephone at (405) 350-3919

The following reports, statements or other documentation, which support our understanding of the facts relating to this claim are attached:

Carpet invoice
Statements from PW staff (Coming soon, not attached)

Information for City Owned Vehicle Involved:

Year: _____ Make: _____ Model: _____ Last 4 Vin#: _____ Dept: _____

As a result of this incident, are there damages to the City vehicle? YES NO

If **YES**, please fill out an **OMAG Auto Loss Notice** to have it repaired.

Persons who have knowledge of the circumstances surrounding this claim are:

	Name	Title/Position	Telephone
1.	<u>Arnold Adams</u>	<u>PW Director</u>	<u>350-8940</u>
2.	<u>Teresa Stover</u>	<u>PW Office Sup</u>	<u>350-8940</u>
3.	_____	_____	_____
4.	_____	_____	_____

Submitted by: Jason Beal Date April 25, 20 16

Title: Deputy City Clerk

AFTER THE PUBLIC ENTITY HAS RECEIVED THIS CLAIM, PLEASE PROVIDE INFORMATION REQUESTED ABOVE AND IMMEDIATELY SEND TO:

OMAG Claims Dept.
3650 S. Boulevard
Edmond, OK 73013
Phone (405) 657-1400
Fax (405) 657-1401
claimsdepartment@omag.org

OKLAHOMA MUNICIPAL ASSURANCE GROUP
SEWER BACKUP QUESTIONNAIRE

CLAIMANT: _____
ADDRESS: 816 Royal Ln, Yukon OK 73099
DATE OF LOSS: 04-14-2016
CLAIM NUMBER: _____
LOCATION OF BACKUP: 816 Royal Ln

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. .15 in, 48 hrs. 0, 72 hrs. .13 in.

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. was never notified of problem

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? 01-02-2015

(b) where on the line? 816 Royal Ln

(c) what was determined to be the cause? grease and rags

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 40+ years.

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?
commercial ordinance 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.

Nicholas Ramsey
Signed by

Water Superintendent
Position

5-6-2016
Date

833-5930
Phone Number

RETURN TO:

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

Phone: (405) 657-1400

Fax: (405) 657-1401

OKLAHOMA MUNICIPAL ASSURANCE GROUP
SEWER BACKUP QUESTIONNAIRE

CLAIMANT: _____
ADDRESS: 816 Royal Ln, Yukon, OK 73099
DATE OF LOSS: 01-02-2015
CLAIM NUMBER: _____
LOCATION OF BACKUP: 816 Royal Ln, Yukon, OK 73099

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. *grease and rags*

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 40+ years.

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?
Commercial Ordinance 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 T. King
Signed by

Water & Sewer Supervisor
Position

4-28-2015
Date

405-833-5930
Phone Number

RETURN TO:

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

Phone: (405) 657-1400

Fax: (405) 657-1401

COLLECTION LINE CLEANING REPORT

2015

DATE	TIME	ADDRESS	ENTRY POINT	DIR.	SZ	DIST	BYPASS Y/N	PROBLEM (S)
1/2/15	4:45pm	818 Royal Ln	905 Clear Creek	east	8	200	N	unknown blockage



COLLECTION LINE CLEANING REPORT

CALL RECEIVED FROM: Nick Type of Call: CM

Date: 01/02/2015 Time: 4:45 pm Task Completed Blockage Removal

ADDRESS OF CALL: 818 Royal

ENTRY MH ADDRESS: 905 Clear creek Line ID# SS 21-4630 DS

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

Distance to problem: 200ft Total footage of task: 200ft

CAUSE OF STOPPAGE: unknown

Time of Blockage removed: 5:30 pm BYPASS: No AREA SANITIZED:

Follow-up with Camera: Yes Camera Notes:

PERSONNEL ON JOB: Jjones Ttownsley Nramsey

NOTES:

there was a manhole standing at 915 clear creek at 816 royal they had sewer come up in there
house they have a clean out so we ran our line and it help them out made contact with the home
owner



Statement

816 Royal Ln

04-14-2016

After speaking with Nick Ramsey, the Water/Wastewater Supervisor, we were able to conclude that we had not been notified of any sewer problems at this residence on the day of the backup. We checked our records in the days before and after this date and could not find any record of having been contacted. Our only notification that this took place was when the resident filed the Tort Claim on 04-20-16.

A handwritten signature in cursive script that reads "Diana Huggins". The signature is written over a horizontal line.

Diana Huggins



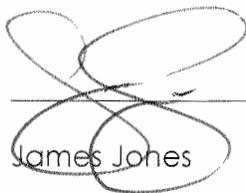
WATER-WASTEWATER

Statement

816 Royal Ln.

01-02-2015

On Friday, 01-02-2015, I, James Jones, took a call from Nick Ramsey advising he received a call from the Police Department about a sewer call at 816 Royal Ln. When I arrived at the address, I knocked on the door and spoke with the homeowner. He said that he had sewer coming into the house. I checked the clean out and it was standing. We then checked our manhole at 915 Clear Creek, and it was also standing. We ran our line from 905 Clear Creek. When we broke through the blockage we discovered a lot of grease and rags. I went back and checked the clean out at 816 Royal Ln and it was down. Our line was flowing 'good'.



James Jones



WATER-WASTEWATER

Statement

816 Royal Ln.

01-02-2015

On Friday, 01-02-2015, I, Nick Ramsey, received a call on a sewer backup at 816 Royal Ln. I had just gotten off of work but there was still some of our guys were still on the clock. I called James Jones and had him go check it. After James had checked the line, he found it standing. I then responded and helped him run the line until it was flowing.

A handwritten signature in cursive script, appearing to read "Nicholas Ramsey", written over a horizontal line.

Nicholas Ramsey



WATER-WASTEWATER

Statement

816 Royal Ln.

01-02-2015

On Friday, 01-02-2015, James Jones had called me to assist with a sewer call. When I arrived, I drug the house. The manhole went down and was flowing 'good'.

A handwritten signature in cursive script, reading "Tyler Townsley", written over a horizontal line.

Tyler Townsley

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

	Ward 1	2018
Larry Taylor	Ward 2	2018
Ed Hatley	Ward AL	2019
Bill Baker	Ward 3	2016
Robert Davis	Ward 4	2016

Board of Adjustment/Board of Appeal

Sherry Huston	Ward 1	2018
Rena Holland	Ward 2	2018
Buddy Carpenter	Ward AL	2019
Joe Horn	Ward 3	2016
Russ Kline	Ward 4	2016

Park Board

Joe Edwards	Ward 1	2018
Nick Grba	Ward 2	2018
Vacant	Ward AL	2019
Cathy Wright	Ward 3	2016
Joe Baumann	Ward 4	2016

Library Board

Teddye Sales*		
Inez Andrews*		
Lee Wells	Ward 1	2018
Joyce Roman	Ward 2	2018
Jesica Wright	Ward AL	2019
Jeanne Riggs	Ward 3	2016
Margaret Albrecht	Ward 4	2016

*Members of Ladies' Library Club are appointed by same

Traffic Commission

Charles Lee	Ward 1	2018
James Montgomery	Ward 2	2018
John Knuppel	Ward AL	2019
Jay Tallant	Ward 3	2016
Darrell R. Goulden	Ward 4	2016

Economic Development Auth.

Michael McEachern	Trustee 1	2017
John Alberts	Trustee 2	2020
Mike Geers	Trustee 3	2018
Tara Peters	Trustee 4	2016
Rena Holland	Trustee 5	2021
Ray Wright	Trustee 6	2019
John Nail	Trustee 7	2019

Spanish Cove

Larry Taylor, Representative

OK Environmental Management Auth.

Richard Russell, Representative

Ken Smith, Alternate

Senior Citizens

Ray Wright, Representative

John Alberts, Alternate

ACOG

Mike McEachern, Member

Richard Russell, Alternate

COWRA

Genie Vinson, Representative

Larry Taylor, Alternate

Sister City Committee

Ilona Morris

Terry Beaver

Nancy Novosad

Edwin Shedeck

RESOLUTION NO. 2016-03

A RESOLUTION APPROVING THE CITY OF YUKON, OKLAHOMA BUDGET FOR THE FISCAL YEAR 2016-2017 AND ESTABLISHING BUDGET AMENDMENT AUTHORITY.

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

WHEREAS, the Chief Executive Officer has prepared a budget for the fiscal year ending June 30, 2017 (FY 2016-2017) consistent with the Act; and,

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

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

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

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

SECTION 1. The City Council of the City of Yukon does hereby adopt the FY 2016-2017 Budget on the ____ day of _____, 2016 with the total resources available in the amount of \$41,334,818 and total appropriations in the amount of \$41,334,818 . Legal appropriations (spending/encumbering limits) are hereby established at the Department level as follows:

Fund/Department	Total	Fund/Department	Total
GENERAL FUND		Technology	1,028,448
Legislative	1,006,168	Development Svcs	866,106
Administration	505,975	Library	547,749
Insurance	1,084,073	Property Maint.	1,093,217
Finance	599,603	Human Resources	307,045
Fire Dept.	4,091,220	Park Administration	524,768
Police Dept.	5,642,276	Park Maintenance	710,964
Street Department	1,503,090	Recreation Facilities	1,291,608
Municipal Court	377,708	Fleet Maintenance	845,754
Emergency Mngmt	84,186	GENERAL FUND TOTAL	22,109,958

Fund/Department	Total
WATER/SEWER ENTERPRISE	
W/S Distribution	2,240,299
Utility Billing	1,744,989
Treatment & Supply	4,150,683
WATER/SEWER ENT TOTAL	8,135,971
SANITATION ENTERPRISE	
Sanitation Services	2,105,048
SANITATION ENT.TOTAL	2,105,048
STORMWATER ENTERPRISE	
Stormwater	253,389
STORMWATER ENT.FUND	253,389

Fund/Department	Total
SALES TAX CIP	
Sales Tax CIP	6,512,162
Economic Dev	112,900
SALES TAX CIP TOTAL	6,625,062
GRANT FUND	
Grant Fund	1,846,882
GRANT FUND TOTAL	1,846,882
SPECIAL REVENUE FUND	
Special Revenue	359,405
SPECIAL REVENUE TOTAL	359,405
TOTAL BUDGET	41,435,714

SECTION 2. The City Council does hereby authorize the City Treasurer, with the City Manager’s approval, to transfer any unexpended and unencumbered appropriations, at any time throughout FY 2016-2017, from one line item to another, one object category to another within the same department, or from one department to another within a fund, without further approval by the City Council. All other budget amendments must be approved by the City Council.

SECTION 3. All supplemental appropriations or decrease in the total appropriations of a fund shall be adopted at a meeting of the City Council and filed with the State Auditor and Inspector.

Adopted and approved by the Council of the City of Yukon this _____ day of _____, 2016.

[Seal]

ATTEST:

City Clerk

MAYOR

COLLECTIVE BARGAINING
AGREEMENT
BETWEEN
THE CITY OF YUKON
AND
THE INTERNATIONAL
ASSOCIATION
OF
FIREFIGHTERS
LOCAL #2055

FISCAL YEAR 2016-2017

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**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF YUKON
AND
THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL #2055**

This collective bargaining agreement is entered into by and between the City of Yukon, hereafter referred to as "Employer" and the International Association of Fire Fighters, Local #2055, hereafter referred to as "Union".

ARTICLE 1
RECOGNITION

Section 1. The Employer recognizes The International Association of Fire Fighters, Local 2055, as the sole and exclusive bargaining agent for all permanent paid fire fighters employed by the Employer, excluding the Fire Chief and an administrative assistant.

ARTICLE 2 AUTHORITY AND TERM

Section 1. The Employer and the Union have by these presents, reduced to writing the collective bargaining agreement resulting from negotiations entered into by the Employer and the Union.

Section 2. This agreement shall be effective on the first day of July, **2016** and shall remain in full force and effect until the 30th day of June, **2017** or until replaced by a successor agreement.

Section 3. For so long as the Union 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 anniversary 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 to such notice shall be held not more than ninety (90) days and not less than thirty (30) days before the anniversary date 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 Union to serve written notice of Request for Collective Bargaining upon the Employer at least one hundred twenty (120) days before the last day on which 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 Union 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, in accordance with the State statutes of the State of Oklahoma and as interpreted by the appropriate court .

- A To hire, direct, promote, and take disciplinary action against employees subject to the provisions of this agreement.
- B. To maintain the efficiency of government operations entrusted to them.
- C. To determine the methods, means, and personnel, by which such operations are to be conducted.
- D. To take whatever action may be necessary to carry out the mission of the City in situations of emergency.

Section 4. The Employer may implement furloughs and/or merit raise freezes as an alternative before reduction in force measures as outlined in this contract, after agreement of both parties at any time of financial crisis, subject to the provisions of this agreement.

Section 5. Written notice of any changes of such rules and regulations should be posted on I.A.F.F. Local #2055's bulletin board in Fire Station #1 seven (7) days in advance of implementation.

Section 6. The seven (7) day advance implementation rule may be waived or shortened by mutual agreement of the Union and the Employer.

ARTICLE 4 GRIEVANCE PROCEDURES

Section 1. Any controversy between the Employer and the Union, or an Employee, concerning the interpretation, enforcement or application of any provision of this agreement, concerning any of the terms or conditions of employment contained in this agreement, shall be adjusted in the following manner:

Section 2. The Union or any member of the Bargaining Unit covered by this agreement may present a grievance, should a grievance arise as defined herein, in writing, of the event giving rise to the grievance. The following steps shall be taken:

A. Step One- Fire Chief

Step one is the initial action that is to be taken with respect to a written grievance. The Fire Chief shall review the grievance and investigate the matter and may 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 witnesses as are necessary for investigation and explanation of the grievance.

B. Step Two -City Manager

Step Two shall be initiated if the employee is not satisfied with the results of Step One and elects to appeal the Fire Chief's 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. This grievance meeting may be conducted by either the City Manager or a designated representative. 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.

(C) If the decision of the City Manager does not satisfactorily settle the grievance, then the Employee and the Union, with written consent of the Employee, may request arbitration of the grievance by written request to the Employer within ten (10) administrative work days following the receipt of the answer in Step Two.

(D) If the grievance is not settled in Step Two, the grievance may, by mutual agreement of both parties, be submitted, within ten (10) administrative work 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 adjusting the grievance at this level. The parties will each select one representative to present their receptive party's position to the mediator; such a presentation shall be limited to one hour per side. The presentation shall include a summary of 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 D unless mutually agreed to by both parties.

Section 3. Any grievance not presented within the time limits set forth above shall be forfeited and waived by the aggrieved Employee and/or Union. Failure of the Fire Chief or City Manager to render a decision within the time limits set forth above shall be deemed to be a denial of the grievance. Time limits set forth in this agreement may be extended by mutual agreement of both parties.

Section 4. Any arbitrator shall be selected in the following manner: The Director of the Federal Mediation and Conciliation Service shall be requested to submit a panel of seven (7) names. Either party, prior to notifying FMCS, may require that the panel of perspective arbitrators be from the regional area. By the alternate striking of names, the person's name that remains is to be the arbitrator. The party who requested arbitration shall strike the first name.

Section 5. The decision of the arbitrator shall be final and binding upon both parties. The arbitrator must base his decision on facts as ascertained and determined by him or her and the terms of this agreement. He or she shall have no power to render a decision, the effect of which would change or modify any provisions of this agreement.

Section 6. The fees and expenses of the arbitrator shall be borne equally by both parties. Any expenses incurred by the Employer will be borne by the Employer. Any expenses incurred by the Union shall be borne by the Union.

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 terms of the ordinance passed by the City Council which governs the Fire Department pay plan (a copy of which is attached to this agreement as Attachment "A") and pay plan modifications attached thereto from time to time. In case of conflict between the terms of this agreement and said ordinance, the ordinance shall govern.

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 the 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).
- (B) Both the standards of performance and the awards system shall be posted on the bulletin boards in each fire station within ten (10) days of the date of execution of this agreement.
- (C) Each Employee shall be entitled to see his or her job evaluation and the awards system reflecting the score of their evaluation.
- (D) Within five (5) calendar days after the results of an Employee's performance evaluations are given and the results are known by that Employee, the Union, and only the Union, may file a grievance alleging a violation of this Article 6, Section 2 (A). If such grievance is filed, the final results of Employee performance evaluation being grieved will be held in abeyance until the grievance is resolved.
- (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. (Birthday check will be suspended as of July 1, 2016 and reactivated per contract terms Article 6, Section 2 (E) starting July 1, 2017.)

ARTICLE 7

CLOTHING ALLOWANCE

Section 1. A uniform allowance of nine hundred dollars (\$900.00) shall be provided annually by the Employer to all uniformed Fire Department personnel. The Employer shall pay a four hundred fifty dollar (\$450.00) stipend in August and in February for the purpose of purchasing and/or replacing uniforms and accessories.

Section 2. Employees hired to a fire fighting capacity with the City of Yukon shall be provided uniform items as listed in Attachment "B" of this agreement 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 Fire Chief, change from one seasonal uniform to another, the Employer shall provide affected Employees with necessary uniform items to comply with the Fire Chief's order.

Section 4. Each member is required to report for duty in a clean and neat uniform. If any uniform item belonging to an employee covered by this agreement is soiled or stained with blood, blood products, saliva, bodily fluids or any other agent which would be conducive to transference of communicable diseases, such uniform item shall be laundered commercially at City expense in such a manner that the danger of disease transference is eliminated. If such uniform item is soiled or stained to the point where commercial laundering would be ineffective, such uniform item may be replaced by the affected employee by making use of his/her uniform purchase allowance as provided in Section One 1 of this Article. If sufficient funds are not available in the employee uniform purchase account, the City shall replace the uniform item at no cost to the employee.

Section 5. All personal protective equipment, such as helmets, bunker coats, pants, boots, hood, gloves, SCBA etc. are provided by the employer. Additional approved safety items may be purchased from the employee's clothing allowance.

Section 6. All station uniforms shall meet the Employer standard and/or NFPA 1975 standards for station uniforms. All safety items shall meet or exceed NFPA standards.

ARTICLE 8 **VACATION**

Suppression Division

Section 1. Paid vacation leave shall be earned and accrued by each Suppression Employee according to the length of the Employee's continuous service with the Employer.

Section 2. Each Suppression Employee shall earn paid vacation as follows:

- (A) An Employee with one (1), but less than eight (8) years of continuous service shall earn eight (8) twenty-four (24) hour shifts after each full year of service.
- (B) An Employee with eight (8), but less than thirteen (13) years of continuous service shall earn eleven (11) twenty-four (24) hour shifts after each full year of service.
- (C) An Employee with thirteen (13), but less than eighteen (18) years of continuous service shall earn fourteen (14) twenty-four (24) hour shifts after each full year of service.
- An Employee with eighteen (18) or more years of continuous service shall earn seventeen (17) twenty-four (24) hour shifts after each full year of service.

Section 3. Each Employee shall accrue paid vacation leave earned in the previous years as follows:

- An Employee may accumulate a maximum of sixteen (16) twenty-four (24) hour shifts to carry over.
- An employee with twenty (20) years of completed service may accumulate a maximum of twenty (20) twenty-four (24) hour shifts to carry over.

Section 4. Accrued paid vacation leave time in excess of the maximum set forth in Section 3 above shall be forfeited as of the Employee's anniversary date.

Section 5. A Suppression employee is allowed to use up to three (3) twenty four (24) hour shifts (72 hours) of vacation leave in eight (8) hour increments per calendar year. The remainder of vacation time used, shall be taken in a full (24 hour) or one half (12 hour) shift.

Section 6. Each Employee separating from employment shall be paid for all unused shifts of vacation leave at their final regular hourly rate of pay at time of separation.

Training Division

Section 1. Paid vacation leave shall be earned and accrued by each Training Division Employee according to the length of the Employee's continuous service with the Employer.

Section 2. Each Training Division Employee shall earn paid vacation as follows:

- (A) An Employee with one (1), but less than eight (8) years of continuous service shall earn ninety six (96) hours of leave after each full year of service.
- (B) An Employee with eight (8), but less than thirteen (13) years of continuous service shall earn one hundred forty four (144) hours of leave after each full year of service.
- (C) An Employee with thirteen (13), but less than eighteen (18) years of continuous service shall earn one hundred seventy six (176) hours of leave after each full year of service.
- (D) An Employee with eighteen (18) or more years of continuous service shall earn one hundred ninety two (192) hours of leave after each full year of service.

Section 3. Each Employee shall accrue paid vacation leave earned in the previous years as follows:

- (A) An Employee may accumulate a maximum of three hundred eighty four (384) hours to carry over.
- (B) An employee with twenty (20) years of completed service may accumulate a maximum of five hundred (500) hours to carry over.

Section 4. Accrued paid vacation leave time in excess of the maximum set forth in Section 3 above shall be forfeited as of the Employee's anniversary date.

Section 5. Vacation leave shall be taken in not less than two (2) hour increments and shall be scheduled by the Employee and shall be taken upon Employer approval.

Section 6. Each Employee separating from employment shall be paid for all unused shifts of vacation leave at their final regular hourly rate of pay at time of separation.

An employee that moves from suppression to training will have all vacation time converted to a forty (40) hour work week template. The conversion will be as follows:

A suppression vacation day is 24 hours

A training vacation day is 8 hours

All suppression days will be multiplied by 3 to become training days

ARTICLE 9 **HOLIDAY LEAVE**

Suppression Division

Section 1. Each Employee shall be given eleven (11) twenty-four (24) hour shifts as paid holiday leave annually, except as noted in Section 3 of this article. Holiday leave which is not used during the fiscal year it is earned shall be forfeited.

Section 2. Each Employee shall receive such holidays on July 1 of each fiscal year and shall use them throughout the year as approved by the Fire Chief or his designee.

Section 3. Each Employee hired after the effective date of this agreement shall receive holiday leave prorated at twenty (20) hours times the number of months until the next July 1.

Section 4. Holiday leave shall be taken in not less than twenty-four (24) hour increments and shall be scheduled at such times and on such terms as may be approved by the Employer.

Section 5. Each Employee separating from employment shall be paid for all unused shifts of holiday leave at their final regular hourly rate of pay at time of separation.

Training Division

Section 1. Each Employee shall be given eleven (11), eight (8) hour days as paid holiday leave annually. In accordance with the City of Yukon approved Holiday Schedule

Section 2. A Training Division Employee that works an approved City Holiday shall receive time and one half pay or comp-time plus their regular rate of pay at the employee's discretion.

Section 3. Each Employee separating from employment shall be paid for all unused shifts of holiday leave at their final regular hourly rate of pay at time of separation.

ARTICLE 10
SICK LEAVE

Suppression Division

Section 1. Each Employee shall receive ten (10) twenty-four (24) hour shifts as paid sick leave annually. Sick leave may be taken only when an Employee is sick. The Employer may require proof of illness or injury, including a certificate from the attending physician, after sick leave is used for three (3) consecutive twenty-four (24) hour shifts. The Employer may also require proof of illness or injury, including a certificate from the attending physician, when an Employee uses sick leave for their last scheduled shift proceeding or their first scheduled shift following scheduled vacation, holiday, or compensatory time. The Employer may also require proof of illness or injury, including a certificate from the attending physician, in cases where a Supervisor suspects abuse and such suspicion has been confirmed by another Supervisor.

Section 2. Each Employee hired after the effective date of this agreement shall accrue twenty (20) hours of sick leave per month for the first year of employment.

Section 3. In January of each fiscal year, the employer will compensate each employee for all unused shifts of sick leave over ninety (90), twenty-four (24) hour shifts at the regular rate of pay at one (1) hour for every three (3) hours of accumulated sick leave.

Section 4. (A) In January of each fiscal year, the employer will compensate each employee with twenty (20) years of completed service, all accumulated shifts of sick leave over ninety (90) twenty-four (24) hours shifts at regular rate of pay one (1) hour for every two (2) hours of accumulated sick leave. The additional amount shall be paid from revenue derived from the Public Employees Sales Tax revenue, as set forth in Ordinance No. 1132

Section 5. In case of an "in line of duty death" the employee's current spouse or designee shall receive hour for hour pay of all accumulated sick leave.

Section 6. For purposes of this article only the regular rate of pay shall be the employee's annual salary (Attachment A), plus his annual EMT incentive pay (Article 12-Section 1;A) divided by 12, the result of which further divided by 212 hours.

Training Division

Section 1. Each Employee shall receive ninety six (96) hours as paid sick leave annually. Sick leave may be taken only when an Employee is sick. The Employer may require proof of illness or injury, including a certificate from the attending physician, after sick leave is used for three (3) consecutive eight (8) hour days. The Employer may also require proof of illness or injury, including a certificate from the attending physician, when an Employee uses sick leave for their last scheduled day proceeding or their first scheduled day following scheduled vacation , holiday, or compensatory time. The Employer may also require proof of illness or injury, including a certificate from the attending physician, in cases where a Supervisor suspects abuse and such suspicion has been confirmed by another Supervisor.

Section 2. In January of each fiscal year, the Employer will reimburse each Employee for all unused sick leave over seven hundred twenty (720) hours at seventy five (75%) of their regular rate of pay.

Section 3. In case of an "in line of duty death" the employee's current spouse or designee would shall receive hour for hour pay of all accumulated sick leave.

Section 4. For purposes of this article only the regular rate of pay shall be the employee's annual salary (Attachment A), plus his annual EMT incentive pay (Article 12-Section 1; A) divided by 26, the result of which further divided by 80 hours.

ARTICLE 11
HEALTH AND DENTAL INSURANCE

Section 1. Health insurance coverage shall be available to each Employee and his or her dependent(s) 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 dependents(s) through the City from the Dental Insurance Company under contract with the City to provide such coverage. The Employer will pay one hundred percent (100%) of the cost of dental insurance for Employee's and one hundred percent (100%) of the cost of dependent dental coverage, provided dependent health coverage is taken as well.

Section 3. The Employer will pay one hundred percent (100%) of the cost of the health insurance for each Employee and shall contribute one hundred fifty dollars (\$150.00) per paycheck or two thousand three hundred forty dollars (\$2340.00) per year toward dependent insurance coverage or toward the Employee's contribution toward the State Fire Fighters' Pension. Employees must notify the City at least twenty-one (21) days in advance before changing where the City's contribution is to be applied.

ARTICLE 12
EMERGENCY MEDICAL PROGRAM AND OTHER INCENTIVE PAY

Section 1. Emergency Medical Training:

- (A) Any Fire Department Employee maintaining his/her emergency medical certification through the state of Oklahoma shall receive an annual bonus payment as follows:

Basic EMT	\$650.00
Intermediate EMT	\$1200.00
Paramedic	\$2400.00

- (B) In the event an Employee is certified or re-certified more than once during any fiscal year, the Employee's total bonus payments may not exceed the amount to which he might be entitled upon certification or re-certification to the highest certification achieved during the term of this agreement.
- (C) The Employer shall pay a one-time incentive payment of \$2,000.00 to any Employee upon completion of the approved paramedic curriculum and the candidate achieving The State of Oklahoma certification of Paramedic status.

Section 2. Compensation for Fire Department Activities

- (A) All Fire Department Employees shall receive time and one-half (1 1/2) their hourly rate of pay or time and one-half (1 1/2) rate compensatory time, for all off-duty time engaged in instructing courses in the community for the Yukon Fire Department at the request and with prior approval of the Fire Chief. No monies or compensatory time shall be granted for employees that are paid by another agency for time while instructing during off duty hours.
- (B) The City shall pay to all unit members who are specifically designated, in writing, by the Fire Chief and are certified as an Instructor Level I or II or an E.M.S. Instructor the following:

Instructor I	\$150.00 annually
Instructor II	\$150.00 annually
EMS Instructor	\$200.00 annually

Payment shall be made by separate check during the month of September. Copies of official certification in the areas listed above shall be on file with the Personnel Department, prior to any payment.

Employees designated as provided above in more than one area shall only be paid for one such designation.

- (C) All unit members designated by the Fire Chief as C.P.R. Instructors shall be given time off on an hour for hour basis for all time spent instructing C.P.R. classes whether on or off duty. All classes must be approved in advance by the Fire Chief before time off will be granted.

Section 3. Educational Incentive Pay

- (A) Members employed by the City 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

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 4. Credits for each degree must be from an accredited college or university equal to those accredited by the North Central Accrediting Agency .

Section 5. Payment for educational incentive will be made in August of each fiscal year. Payment will be made by separate check.

ARTICLE 13
EXISTING CONDITIONS/PREVAILING RIGHTS

Section 1. Except for those provisions covered under this contract, all rules, regulations, fiscal procedures, working conditions, departmental practices and manner of conducting the operation and administration of the Fire Department shall remain in the sole discretion of the Employer and may be changed or modified at any time, in any way, by the Employer.

Section 2. However, action by the Employer imposing additional duties, assignments, or responsibilities not historically or customarily assigned to the firefighting service, or imposing discipline or discharge against an Employee, shall be subject to the grievance procedures set forth in Article 4, Grievance Procedures.

ARTICLE 14

OVERTIME AND CALLBACK

Section 1. Overtime: Employees of the Fire Department shall receive overtime for all time worked over twenty-four (24) hours in a shift. Such overtime shall be paid to the nearest quarter hour.

An Employee who works a forty hour (40) work week shall receive overtime or comp-time at one and one half times their normal rate of pay for all time worked over forty (40) hours per week or more than eight (8) hours per day.

Section 2. Callback Time

(A) Employees of the Fire Department shall receive callback when the Employee responds to a callback alert or when the individual is utilized by the Shift Commander.

(8) A minimum of two (2) hours of callback time shall be received for each callback.

Section 3. Compensation for Overtime and Callback: Employees of the Fire Department shall receive time and one-half (1 1/2) their hourly rate of pay or time and one-half (1 1/2) compensatory time for all overtime and callback. The decision shall be left up to the employee.

Section 4. Taking Compensatory Time: Compensatory time shall be taken at the Employee's discretion, in accordance with FLSA, subject to approval of the Fire Chief or shift Battalion Chief.

Section 5. Payment for Overtime and Callback: The decision to receive pay for overtime and callback must be made by the last day of the month in which the overtime and callback time was accumulated. The payment will be made on the following check.

Section 6. Hourly Rate of Pay: The hourly rate of pay for twenty four (24) hour shift employee shall be determined by dividing the Employee's annual salary plus annual EMT incentive pay by twelve (12) and further dividing that number by two hundred twelve (212) hours.

For forty (40) hour employees, it shall be determined by dividing the Employee's annual salary plus EMT incentive by twenty six (26) and further dividing that number by eighty (80).

ARTICLE 15

DUES CHECK OFF

Section 1. The Employer agrees to deduct regular monthly Union dues from earned wages of those Employees who are in the bargaining unit. The deduction shall be made from each paycheck in an amount certified to be correct by the Secretary / Treasurer of the local Union. Funds will be delivered via direct deposit to designated account(s) per the Union Secretary/ Treasurer. A statement for the total deductions will be mailed to the Treasurer of the Union no later than fifteen (15) calendar days after the deduction is made. Fifteen (15) days subsequent to the effective date of this agreement all members of the bargaining unit desiring payroll deductions of Union dues shall individually sign an authorization card provided by the Union and approved by the Employer, authorizing the stated monthly dues be made. The payroll deduction shall be revocable by the Employee by notifying the Employer in writing. The Union 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 except for dues. In the event of an increase or decrease in Union dues, the Union will give the Employer thirty (30) days' notice in order to allow the Employer to make the proper changes in its account 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 Union Treasurer with a detailed report showing individual Employee's name and deduction amount at the time of p a y m e n t .

Section 4. All deductions will be for the month in which they are taken. All deductions refundable at the time of termination or resignation will be refunded by the Union. The Employer shall not be responsible for errors. In the case of an error or if an improper deduction is made by the Employer, a proper adjustment of same shall be made by the Union with the Employee affected.

Section 5. The Union shall indemnify, defend and hold the Employer harmless against any claim made and any suits instituted against the Employer on account of payroll deduction of Union dues.

Section 6. The Union shall pay the Employer seven and one-half percent (7.5%) of the dues deducted or seventy-five cents (\$.75) per deduct ion, whichever is less, as administrative expenses .

Section 7. The Employer is authorized to charge the Union a onetime service fee of one dollar and seventy-five cents (\$1.75) per Employee each time the Union changes the schedule of Union dues. The Union shall remit the appropriate amount to the Employer within thirty (30) days of the Employer's receiving notice of the change.

ARTICLE 16
MEETINGS AT THE STATION

Section 1. It is understood that the Union may hold twelve (12) regular meetings at the Fire Station annually .

Section 2. The Union may hold two (2) special meetings annually, at the Fire Station, for the purpose of ratifying contracts and handling emergencies.

Section 3. The Union meetings shall be held after the hour of 1700 and not to last over three (3) hours.

ARTICLE 17
WORKING OUT OF CLASSIFICATION

Section 1. A fire fighter who has worked at a higher classification due to a temporary vacancy at that classification (for any reason other than holidays or annual leave) for twenty (20) consecutive calendar days or more will be paid at his current rate of pay plus five percent (5%) retroactive to the date he assumed the higher classification and for the duration of it.

Section 2. The time period worked out of classification shall be certified by the Fire Chief and forwarded to the City Manager for approval.

ARTICLE 18
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 Union, for the life of this agreement, each voluntarily and unqualifiedly, waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter pertaining to the employment relationship between the Employer and the 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 negotiated or at 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 month and for not longer than two (2) hours, for the purpose of discussing the administration of the terms of this agreement.

ARTICLE 19
HOURS OF WORK

Section 1. A Suppression employee's work week shall be an average of fifty-six (56) hours.

Section 2. A Training Division Employee work week shall work a forty (40) hour work week

ARTICLE 20

PERSONNEL FILES

Section 1. It is agreed that all material concerning investigations, complaints, reprimands, counseling sessions for violations of any rules, regulations or policies that might be considered detrimental to the Employee's position advancement or future with the department that are to be placed in the employee's personnel file, that the Employer shall give said Employee a copy of such material prior to it becoming a part of his personnel file.

All matters which will be part of a criminal investigation shall be kept within the Police Department and shall not be given to the employee nor will it be added to the employee's personnel file.

Section 2. It is agreed that all items in an Employee's City Hall and department personnel file which are labeled "Verbal Reprimand," "Written Reprimand," "Reprimand Level I" or "Reprimand Level II" shall be stamped as "Inactive" after a period of three (3) years has elapsed from the date it was signed by the Fire Chief or his designee. Such items shall remain in the files and may only be used in establishing a pattern of disciplinary problems over the course of time. At no time may an item in an Employee's City Hall or departmental personnel file which is labeled as a "Suspension Without Pay," "Demotion," "Discharge" or something similar be stamped as "Inactive." Such items may be considered at all times when other disciplinary action is being contemplated against an Employee.

ARTICLE 21

PROMOTIONAL POLICY

The position of Fire Department Training Officer will be offered to anyone who has served at least ten (10) years in a career fire service and at least five (5) of those years with the Yukon Fire Department. If there are no applicants from within the Yukon Fire Department, then the Fire Chief can appoint an interim training officer for one (1) year, or until the position can be filled from within the Yukon Fire Department as long all qualifications can be met.

An employee, who has moved from the suppression division into the training division, can return to the suppression division at the previous rank that he/she held prior to moving into the training division. The move may only take place if there is an opening at the previous rank that he/she held in the suppression division. The employee moving from the training division to the suppression division will not be required to retest for their previous position. That employee will not be eligible to test for promotion for one (1) year after moving back to suppression. The employee must notify the Fire Chief of their intent in writing, prior to the posting of the open position, at their previous rank.

Section 1. Notification of the promotional examination results will not be made until six (6) calendar days after the final promotional examination. Within five (5) calendar days after the promotional examination is given, the Union, and only the Union, may file a grievance alleging a violation of the procedures utilized during the promotional process contained in this article. If such a grievance is filed, the final results of the promotional examination will be withheld until the grievance is resolved.

Section 2. All non-probationary Employees shall be entitled, after meeting certain requirements listed herein below, to a fair and equitable opportunity for advancement.

Section 3. The purpose of this provision is to establish a policy and procedure in order to provide all non-probationary Employees an equal opportunity in competing through promotional examinations, which shall be free of favoritism, personalities and politics. The goal of this provision is to select the most qualified individual for the position available in an organized and orderly manner.

Section 4. The administration of this procedure shall be the responsibility of the Fire Chief and the City Manager or their designees. They shall coordinate examination procedures and ensure proper administrative control.

Section 5. When a promotional vacancy exists and the Fire Chief has received approval from the City Manager to fill the vacancy, all eligible candidates for the vacancy shall be notified in writing. Once vacancy has been announced all eligible employees desiring to test shall indicate their intention by completing a letter of interest no later than the deadline indicated on the job posting. A bibliography list of study materials for the written exam will be provided to each applicant and posted at each fire station no later than the application deadline.

Section 6. Eligibility: Requirements for taking promotional examinations shall be as follows:

All certifications or certificates that are prerequisites to be eligible for promotional testing must be submitted with the candidate's letter of intent no later than the deadline indicated on the job posting.

If it can be shown by any candidate through a valid "Request for Training Form(s)" that any required class or classes were not offered in the applicable time frame and/or denied an opportunity to attend due to staffing, non-acceptance, class cancellation or bereavement, then the candidate will be allowed to test for the available position. Providing, he/she can provide documentation of denial as stated above. The employee will be required to obtain the certifications and/or certificates at the first available opportunity. Failure to obtain the prerequisites will require the successful candidate to forfeit his/her promotion if not completed within one year of the promotion date.

A valid "Request for Training Form(s)" must include the date, employee's signature, class title and approval or denial from his/her supervisor and Training Officer.

- (A) A candidate for the rank of Corporal shall have a minimum of three (3) years continuous full time firefighting service with the City of Yukon Fire Department. In addition, the candidate shall have course completion certificate in Firefighter I and Hazardous Materials Operations level from an approved Fire Training facility. The candidate must also complete the Yukon Fire Department Corporal Academy class prior to his promotion and have a minimum of an EMT - Basic License in good standing with the State of Oklahoma.
- (B) A candidate for the rank of Fire Sergeant shall have at least five (5) years of continuous, full time firefighting service with the City of Yukon Fire Department, at least two (2) of which must have been at the rank of Corporal. In addition, each candidate shall have and maintain a minimum of an EMT-Basic license in good standing with the State of Oklahoma, and be certified as an IC in the Blue Card Command System with their Blue Card license in good standing.

- (C) A Candidate for the rank of Fire Captain shall have at least eight (8) years of continuous, full time firefighting service with the City of Yukon Fire Department, at least three (3) years of which must be at a rank of Sergeant, and shall have completed Fire Officer I, Instructor Level I, maintain a minimum of an EMT- Basic License in good standing with the State of Oklahoma, and be certified as an IC in the Blue Card Command System with their Blue Card license in good standing.
- (D) A candidate for the rank of Battalion Chief shall have at least ten (10) years of continuous, full time Firefighting Service with the City of Yukon Fire Department, at least two (2) years of which must be at the rank of Captain, and a minimum of an EMT-Basic license in good standing with the State of Oklahoma, and be certified as an IC in the Blue Card Command System with their Blue Card license in good standing.

The candidate for the Training Officer position will be offered to anyone who has served at least ten (10) years in a career fire service and at least five (5) of those years with the Yukon Fire Department.

- (E) Completed Fire Officer I, Fire Instructor I, must be a State of Oklahoma approved EMS instructor at the basic level or above and maintain a minimum of an EMT-Basic license in good standing with the State of Oklahoma, be certified as a Train the Trainer IC in the Blue Card Command System with their Blue Card license in good standing.

Section 7. Testing: Promotional testing shall be handled as follows:

- (A) The Fire Chief and City Personnel or his designee shall be responsible for preparing all tests.
- (B) A bibliography list of study materials for the written exam will be provided to each applicant and posted at each fire station at least forty five (45) calendar days prior to the administration of the test.
- (C) Firefighters testing for the position of Fire Corporal must participate in a written examination and a practical performance examination. A minimum passing score of seventy five percent (75%) must be achieved on the written examination to participate in the practical performance testing. A minimum passing score of seventy five percent (75%) must be achieved on the practical performance assessment to be eligible for promotion.

The Yukon Fire Department Corporal Academy will be offered annually to those employees who have completed two (2) years of employment with the City of Yukon Fire Department or who have not successfully completed a previously offered Corporal Academy. Any candidate testing for the rank of Corporal, who does not successfully pass each section, must retake the Corporal Academy in its entirety.

- (D) Corporals testing for the position of Fire Sergeant must participate in a written examination, practical performance examination, a tactical assessment center, and an interview board process. A minimum passing score of seventy five percent (75%) must be achieved on the written examination to participate in the practical assessment center procedure. A minimum passing score of seventy five percent (75%) must be achieved on the practical assessment center procedure and a seventy five percent (75%) must be achieved on the tactical assessment center to be eligible to participate in the interview process. The tactical assessment will involve a simulated incident considered germane to the position and standard operating procedure of the Yukon Fire Department. The tactical Assessment board and the practical assessment board members shall consist of no less than three (3) and no more than five (5) and shall be members or former members of a municipal, state, federal or military fire service.
- (E) Sergeants testing for the position of Fire Captain must participate in a written examination, Assessment Center procedures and an interview process. A minimum passing score of seventy five percent (75%) must be achieved on the written examination to participate in the practical assessment center procedure. A minimum passing score of seventy five percent (75%) must be achieved on the Assessment Center process to participate in the interview process. Assessment board members shall consist of no less than three (3) and no more than five (5) and shall be members or former member of a municipal, state, federal, or military fire service and at least one (1) non-fire service professional, such as a personnel director, City Manager,
- (F) The candidate with the highest total point accumulation as outlined in this policy shall be placed on the top of the promotional list. The second highest accumulation of points next and so forth.
- (G) In the case of a tie score after total accumulation of points, the candidate with the most service time with the Yukon Fire Department shall be placed on the promotion list at the highest position.
- (H) The Battalion Chief will be selected through an interview process. The Interview board will consist of the Fire Chief, all current Battalion Chiefs and the City Manager or his/her designee. The interview will follow the promotional scoring criteria. The City Manager will have the final approval.
- (I) The Training Officer will be selected through an interview with the Fire Chief and/or the City Manager or his/her designee. The candidate will be required to submit a resume along with their letter of intent no later than the deadline indicated on the job posting. The City Manager will have final approval.

Section 8. Testing shall be administered as follows:

- (A) The Fire Chief and the City Manager or their respective designees shall administer and grade all written examinations and performance evaluations.
- (B) A member of the Union shall be appointed by the Union Executive Board to act as an observer during the promotion process. The observer shall not be present during the preparation of the written examination. The observer shall be present during the administration and grading of the written examination, performance examination and review board. The observer shall report any and all irregularities immediately to the Fire Chief, Union President and the City Manager.

Section 9. All promotional process scoring shall be handled as follows:

- (A) Written Test: The written test will consist of multiple choice questions, equaling a total of one hundred (100) points.
- (B) Practical Assessment: Scoring for the practical assessment will be based on a total of one hundred (100) points available. When all of the assessor's final scores have been accumulated, this will be the candidate's score.
- (C) Assessment Center: Scoring for the assessment center will be based on a total of one hundred (100) points available. When all of the assessor's final scores have been accumulated, this will be the candidate's score.
- (D) Interview Board: Scoring for the Interview Board will be based on a total of one hundred (100) points available. When all of the interviewer's final scores have been accumulated, this will be the candidate's score.

The Interview Board for Sergeant and/or Captain consist of five (5) designees who are chosen by the Fire Chief. Those members will serve as the "Interview Board". Each member of the interview board will assess and score the candidates. The highest and the lowest score will be eliminated and the three (3) remaining scores will be calculated for the total averaged score

- (E) Point totals for each factor shall be added together to arrive at a final score for each applicant. A list of applicants and their respective scores shall be established.
- (F) All promotional appointments shall be probationary for a period of six (6) months from the date of appointment.

Section 10.

- (A) The promotional list shall have full force and effect for a period of twelve (12) months from the date of its establishment.
- (B) For each vacancy, the Fire Chief shall select the candidate from the top of the promotional list.
- (C) Candidates that are on disciplinary suspension, disciplinary probation or have undergone disciplinary reduction in rank within the twelve (12) months prior to the date of the vacancy announcement shall not be eligible for testing. Employees on the promotional list shall not be eligible for promotion if they are placed on disciplinary suspension or disciplinary probation. After the designated period of disciplinary suspension or disciplinary probation is over, the Employee shall return to the promotion list at the same numerical ranking he was previously listed.

ARTICLE 22 **SAVINGS CLAUSE**

Section 1. If any provision of this agreement or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this agreement are severable.

Section 2. In the event of invalidation of any article or section, both the Employer and the Union agree to meet for the purpose of arriving at a mutually satisfactory agreement for such article or section within thirty (30) days of said invalidation.

Section 3. If any provision of this agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement and the parties shall meet as soon as possible to agree on a substitute provision. However, if parties are unable to agree within thirty (30) days following commencement of the initial meeting, then the matter shall be postponed until contract negotiations are reopened.

Section 4. The provisions of Section 3 of this article apply to all Federal and State statutes, including the Americans with Disabilities Act and the Family Leave Act.

ARTICLE 23
PERSONAL PROPERTY

Section 1. The Employer will reimburse the Employee for the value of damaged or destroyed personal property which shall include, but not be limited to, prescription eyeglasses or contact lenses, dentures, watches and medical 1.0. jewelry, and personal portable radios which is damaged or destroyed or lost in the line of duty and not due to the negligence of the Employee, up to a maximum of \$500.00.

Section 2. All items 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 for the uncompensated balance, up to a maximum of \$500.00.

Section 3. All personal property used, while on duty, by Employees must be approved for use by the Fire Chief in order to be covered by this article.

ARTICLE 24
LONGEVITY PAY

Section 1. The City of Yukon shall maintain a longevity pay system for union members.

Section 2. All members who have forty-eight (48) months of continuous service to the City of Yukon shall receive an annual payment at the rate of \$13.00 (thirteen dollars) per month of service.

Section 3. Each eligible member shall receive their longevity payment once annually, during the month containing their anniversary date of hire. Payment shall be made by separate check.

ARTICLE 25
WORK RELATED ILLNESS OR INJURY

Section 1. Whenever any member of the unit, on account of sickness or temporary disability caused or sustained while in the discharge of the member's duties with the Yukon Fire Department, is unable to perform his or her duties, the salary paid by the City of Yukon to the member shall continue while the member is sick or temporarily disabled for a period of not less than six (6) months, in accordance with 11 O.S. '49-111.

Section 2. At least 45 (forty-five) days prior to the end of the six month period provided for in Section 1 of this article, the affected member shall schedule an examination with their treating physician to determine whether they shall return to full duty or retire at the end of the six (6) month period. The City may request that the affected member appear before the City Physician for examination as well. A written report with recommendations regarding these examinations shall be submitted to the City at least twenty (20) days prior to the expiration of the six (6) month period provided for in Section 1 of this article.

Section 3. Upon receipt of said medical reports by the City, representatives of the City shall meet with the affected member to review the reports and to determine whether they shall return to work or retire at the end of the six (6) months .

Section 4. Compliance with the provisions of this article shall in no way limit or preclude the parties to this agreement or the affected member from taking advantage of all rights under state statutes or this contract.

ARTICLE 26

SUBSTANCE ABUSE TESTING AND TREATMENT

Section 1. Any bargaining unit member will be subject to drug testing utilizing the procedures set forth in the City's Drug Free Workplace Policy, and any amendments thereto. Testing will be in accordance with, and subject to, the substance tested and the cutoff levels set forth in the applicable state and federal regulations and administrative code provisions. Random drug testing may be utilized unless prohibited by applicable state or federal law, rule or regulation. Bargaining unit employees may be subjected to drug testing as part of any annual or periodic physical.

Both the City and the Union recognize the importance of having a drug free workplace. Both parties understand that the abuse of drugs, alcohol or other chemical substances endangers the safety of the public, fellow fire fighters and other City Employees. Because of realizing this, both parties to this agreement understand the importance of preventing, treating, and eliminating drug, alcohol and chemical substance abuse in the work place.

Section 2. In order to help and assist bargaining unit members, the City will permit members who voluntarily come forward admitting a substance abuse problem to undergo detoxification treatment at an in-patient facility of the member's choosing. Such treatment will be at the member's expense, though they may use any available health insurance which covers such treatment. The City shall allow such affected members to use accumulated sick leave while attending such programs. If sick leave is unavailable, then vacation, compensatory time or leave without pay may be used.

Section 3. Any member of the bargaining unit may be compelled to submit a urine, breath or blood sample for testing when his or her supervisor has established a reasonable suspicion that an Employee may be under the influence of a substance or substances. After establishing such suspicion, the supervisor shall immediately notify the Fire Chief, or in his absence, the Assistant Chief, and verbally inform him of the suspicion and request permission to have the sample drawn. Additionally, the supervisor shall verbally inform the affected Employee, in the presence of another bargaining unit member, the reasons for his or her suspicion. Prior to the end of the supervisor's shift, the supervisor shall detail in writing the reasons for the suspicions. Copies of this documentation shall be submitted to the affected Employee, Fire Chief, City Manager and Union President by the end of the next work day. Supervisory personnel shall receive training in the area of detecting behavior characteristics of drug, alcohol and substance use or abuse.

Section 4. All bargaining unit members shall be required to submit a urine or blood sample immediately after any vehicular accident involving the City owned vehicle they are driving where their vehicle is shown to be the vehicle most contributing to the occurrence of the accident by the investigating police officer. Bargaining unit members shall also be required to submit a urine or blood sample after any death or serious injury to a fellow worker or citizen where their conduct, while in the performance of duties for the City of Yukon, is reasonably suspected to have directly or indirectly caused such injury or death. Such testing shall serve primarily as a protection for the Employees.

Section 5. Any bargaining unit member who is the final candidate for a promotion shall be required to submit a urine or blood sample for testing.

Section 6. Employees required to report for testing during off duty hours shall be compensated at time and one-half (1 1/2) their regular hourly rate of pay or time and one-half (1 1/2) compensatory time (at the Employee's discretion) for time spent at the laboratory, assuming proper documentation is received from lab personnel, and all driving time to and from Fire Station #1.

Section 7. Any time a member's sample is tested, the Gas Chromatography/Mass Spectrometry test shall be used. If a member's specimen tests positive for substance use or abuse under O.O.T. standards, a second confirmatory test using Gas Chromatography/ Mass Spectrometry shall be undertaken. If both the initial and confirmatory tests yield a positive result, such results shall be released to the Medical Review Officer, who shall review the results and give their interpretations. Such Medical Review Officer may meet with the affected Employee if he so chooses to gain insight into the possible reasons for the positive result. After review by the Medical Review Officer, the results shall be released to the Employer and the affected Employee. Such results shall not be released to any other parties or persons without the express written permission of the affected Employee. The City Manager, Fire Chief, affected Employee and Union President shall immediately, upon receipt of the results, schedule a meeting to be held within two (2) days to discuss a course of action. If the Employee agrees to seek help, he or she shall be permitted to do so pursuant to Section Two (2) of this article. Employees refusing help or refusing to submit to testing in accordance with the provisions of this article, shall be subject to disciplinary action and may appeal such action according to the terms of Article Four (4) Grievance Procedures, of this agreement. Employees testing positive for substance use or abuse who have caused serious injury, endangerment or death, serious property damage or committed a criminal act shall be subject to disciplinary action and may appeal such action according to the terms of Article Four (4), Grievance Procedures, of this agreement.

Section 8. Any laboratory used by the Employer for substance testing covered by this article shall be N.I.D.A. certified and certified as to use of Federal Department of Transportation (D.O.T.) standards. Such certification shall be on file with the Employer.

Section 9. The substances to be tested for shall be those currently listed on the O.O.T.'s list of eligible substances and alcohol, which is currently not on that list. (A positive test result for alcohol shall be a test result that shows a blood alcohol content of .10 or higher.) If the O.O.T. adds or deletes substances to or from their list in the future, testing will be altered to reflect such changes.

Section 10. Employees completing detoxification programs and returning to regular job duties shall be subject to unannounced drug testing for a period of twelve (12) months after completion of the detox program.

Section 11. Employees entering a detoxification program shall be permitted to do so only once. Any future recurrence of abuse with the same or any other substance shall result in automatic dismissal. Such dismissal may be appealed according to the terms of Article 4 (four), Grievance Procedures, of this agreement.

Section 12. In all cases where an Employee is subject to testing, the affected Employee should provide the laboratory with a list of all medication that they are currently using under doctor's orders, along with proof from prescribing physician.

ARTICLE 27
UNION LEAVE TIME

Section 1. The parties agree that a total of one hundred sixty (160) duty hours may be taken with pay by the Union President or his designees to tend to Union business. The one hundred sixty (160) hours is the maximum during the contract year. If the IAFF has a member serving on the National IAFF or OSFA and/or IAFF Labor Council Executive Board, the IAFF will receive an additional sixty (60) Hours of compensated leave time.

Section 2. Union leave time must be coordinated with the Fire Chief and may not be taken when such would not allow the maintenance of adequate staffing levels needed for normal shift operations.

Section 3. Union leave may be taken upon written request to the Fire Chief as far in advance as possible.

ARTICLE 28
FIRE INSPECTIONS

Section 1. All shift Captains shall be eligible to participate in the Fire Inspection program under the direction of the City Building Inspector or his designee.

Section 2. Eligible Captains shall submit to the Fire Chief a request, in writing, to attend appropriate training programs. Only those Captains who have successfully completed THE FIRE DEPARTMENT INSPECTION CERTIFICATION PROGRAM will be eligible to participate in this program.

Section 3. Those Captains who obtain their certification and actively participate will be eligible for an incentive bonus of \$500.00 per annum, to be paid annually in October of each year. Failure of a certified individual to actively participate will negate his eligibility to qualify for the annual incentive bonus, as determined by the City Building Inspector and Fire Chief.

Section 4. Eligible employees shall provide copies of the individual certificates and subsequent renewals to the City Building Inspector and Fire Chief.

Section 5. The City Building Inspector and Fire Chief shall maintain separate lists of which shift the qualified individual Captains are working.

ARTICLE 29
SPECIAL ASSIGNMENT

Section 1.The Union acknowledges the necessity of assigning certain shift members to special assignment for a short or long term incident or training schedule.

This assignment would include the member to be assigned to a training day exercise or a large scale incident.

The assignment would include support, assist or perform hazardous material response, meth lab response, technical rescue, swift water rescue and respond to assist any community that requested the assistance of, or services approved by the Fire Chief and or the City Manager.

All Members assigned by the Battalion Chiefs and approved by the Fire Chief would have mandatory training days on or off duty.

Members shall receive overtime pay for special assignment training scheduled on non-duty days.

ARTICLE 30
PERSONNEL/STAFFING

The Yukon Fire Department will consist of two (2) separate divisions, Suppression and Training.

1. The Suppression Division will consist of personnel assigned on any one (1) of three (3) twenty four (24) hour shifts.
2. The City of Yukon Fire Department will maintain a rank structure that will reflect a minimum of one (1) Battalion Chief, two (2) Captains, and two (2) Sergeants per shift. The remainder of line personnel on each shift shall be comprised of Corporals and Firefighters with a minimum of nine (9) suppression personnel on duty at all times.
3. The Training Division will consist of one (1) Training Officer that will work a forty (40) hour work week.
 - A) During a 24 hour shift, Station 1 will have a minimum of at least two (2) out of the three (3) following ranks: Battalion Chief, Captain, or Sergeant. Remaining personnel will be made up of Corporals and Firefighters.
 - B) During a 24 hour shift, Station 2 will have a minimum of three (3) Personnel, Consisting of at least one (1) Sergeant or above, and a least one (1) Corporal.
 - C) When an Interim position exists, it will be considered as working one rank above their current rank.
 - D) If an unscheduled time off develops due to family/personal emergency that causes the shift levels to drop below minimum staffing, and where that position is unable to be replaced with personnel of equal rank, the Battalion Chief or station Officer shall staff each station at their discretion. Personnel with approved scheduled time off shall be allowed to remain on his or her scheduled time off.
 - E) The Battalion Chief or the Officer of the day shall determine the staffing of all apparatus.

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
Firefighter	\$ 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
Corporal	\$ 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
Sergeant	\$ 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
Training Officer	\$ 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
Captain	\$ 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
Battalion Chief	\$ 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

ATTACHMENT "8"

UNIFORM ITEMS UPON HIRE

<u>UNIFORM ITEM</u>	<u>NO. OF ITEMS PROVIDED</u>
Station Uniform Shirt S/S w/ patches	1
Station Uniform Shirt US w/patches	1
Station Uniform Trousers	3
T-Shirts	5
Golf Shirt S/S	3
Golf Shirt LIS	3
Black Belt	1
Black Socks (Employee choice)	3 pair
Black Shoes or Boots (Employee choice)	1
Name Tags	2
Breast Badge (Rhodium)	2
Collar Insignia	2 Sets
Tufty Jacket w/patches	1
CLASS "A" DRESS UNIFORM	
Long Sleeve Dress Shirt (white)	1
Double Breasted Dress Coat	1
Dress Slacks	1
Dress Shoes	1 Pair
Dress uniform cover (hat)	1
<hr/> SAFETY UNIFORM ITEMS <hr/>	
Helmet with shield or goggles	1
Bunkout Coat	1
Bunkout Pants	1
Suspenders	1
Bunkout Boots	1
Nomex Hood	1
Hearing Protectors	1
Gloves- Firefighting	1
Gloves- Utility	1
Smoke cutter Flashlight	1
SCBA Mask	1
SCBA Mask Pouch	1
Station Key	1
City Photo ID	1
Wildland gear	1 set

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS THIS

_____ DAY OF _____, 2016

BY: _____
MAYOR

ATTEST:

BY: _____
CITY CLERK

BY: _____
PRESIDENT, LOCAL 2055
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

APPROVED AS TO FORM THIS _____ DAY OF _____, 2016

BY: _____
CITY ATTORNEY

AN ORDINANCE OF THE CITY OF YUKON, OKLAHOMA

ORDINANCE NO. 1337

AN ORDINANCE AMENDING THE EMPLOYEE RETIREMENT SYSTEM, **DEFINED BENEFIT PLAN FOR THE CITY OF YUKON**, OKLAHOMA; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF THE **CITY OF YUKON**, OKLAHOMA; **PERTAINING TO CONTRIBUTIONS BY EMPLOYEES**; PROVIDING FOR EMPLOYER PICKUP OF MANDATORY CONTRIBUTIONS; PROVIDING FOR REPEALER AND SEVERABILITY; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY CITY COUNCIL OF THE **CITY OF YUKON**, OKLAHOMA.

Section 1. AMENDATORY. The Employee Retirement System, **Defined Benefit Plan, of the City of Yukon**, Oklahoma, is hereby amended as reflected on the attached Exhibit "A", which is incorporated herein and adopted by reference. These amendments shall become effective on **July 1, 2016**.

Section 2. EXECUTION AUTHORIZATION. The City Clerk and Mayor be and they are hereby authorized and directed to execute the amended Retirement System Plan documents and to do all the other acts necessary to put said amendment into effect and to maintain IRS qualification of the Plan. The executed amended document attached hereto as Exhibit "A" is hereby ratified and confirmed in all respects.

Section 3. SPECIAL INCOME TAX TREATMENT FOR CONTRIBUTIONS UNDER IRC414. The Plan contains provisions which are intended to constitute a pick-up program by the Employer which satisfies the requirements of section 414(h)(2) of the Internal Revenue Code of 1986 (the "Code"); and the Plan, be, and it is, approved and adopted as of the date therein stated; and Mandatory Contributions (as defined in the Plan) are designated "picked-up" by the employer so as to not be included in Plan Participants' gross income for Federal income tax purposes as provided in Section 414(h)(2) of the Code. All Mandatory Contributions are to be paid by the employer in lieu of contributions by the Plan Participant. No Participant in the Plan shall have the option of choosing to receive the amounts of Mandatory Contributions directly in lieu of having such amounts paid by the employer to the Trustees of the Plan.

Section 4. SEVERABILITY. If, regardless of cause, any section, subsection, paragraph, sentence, or clause of this ordinance, including the System as set forth in Exhibit "A" is held invalid or to be unconstitutional, the remaining sections, subsections, paragraphs, sentences, or clauses shall continue in full force and effect and shall be construed thereafter as being the entire provisions of this ordinance.

Section 5. REPEALER. Any ordinance inconsistent with the terms and provisions of this ordinance is hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

Section 6. EMERGENCY. Whereas, in the judgment of the City Council of the **City of Yukon**, Oklahoma, the public peace, health, safety, and welfare of the **City of Yukon**, Oklahoma, and the

inhabitants thereof demand the immediate passage of this ordinance, an emergency is hereby declared, the rules are suspended, and this ordinance shall be in full force and effect on its passage and approval.

END

The foregoing ordinance was introduced before the City of Yukon on the _____ day of _____, _____, and was duly adopted and approved by the Mayor and City Council on the _____ day of _____, _____, after compliance with notice requirements of the Open Meeting Law (25 OSA, Section 301, et seq.).

City of Yukon

ATTEST:

MAYOR

CITY CLERK

Approved as to form and legality on _____, _____.

CITY ATTORNEY

**OKLAHOMA MUNICIPAL RETIREMENT FUND
MASTER DEFINED BENEFIT PLAN
JOINDER AGREEMENT**

City of Yukon, a city, town, agency, instrumentality, or public trust located in the State of Oklahoma, with its principal office at Yukon, Oklahoma, hereby establishes a Defined Benefit Plan to be known as **City of Yukon Plan** (the “Plan”) in the form of The Oklahoma Municipal Retirement Fund Master Defined Benefit Plan.

Except as otherwise provided herein, the definitions in Article II of the Plan apply.

1. Dates.

- This instrument is a new Plan effective __.
- This instrument is an amendment, restatement and continuation of the Previous Plan, which was originally effective July 1, 1974. The effective date of this Joinder Agreement is July 1, 2016, except as otherwise stated in the Plan and the Joinder Agreement.

2. Employee.

The word “Employee” shall mean:

- Any person other than a Leased Employee who, on or after the Effective Date, is considered to be a regular full-time employee in accordance with the Employer’s standard personnel policies and practices, and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.
- Any person other than a Leased Employee who, on or after the Effective Date, is considered to be a regular employee in accordance with the Employer’s standard personnel policies and practices (including part-time, seasonal and temporary employees), and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.
- Any person who, on or after the Effective Date, is an employee of the Employer and is .

The word “Employee” shall not include:

- Any person who is currently accruing benefits under any other state or local retirement system.
- Any person who is in the position of City Manager on or after January 17, 2011, and is currently accruing benefits under another retirement system which has been approved by the City Council
- Any person who has an Employment Commencement Date after June 30, 2014.

3. Eligibility.

Eligible Employees shall commence participation in the Plan: (Select only one)

- _ month(s) (any number of months up to twelve consecutive) after the Employee’s Employment Commencement Date.
- On the Employee’s Employment Commencement Date.

4. Definition of Compensation.

Compensation shall exclude the item(s) listed below:

- No exclusions.
- Overtime pay. Bonuses.
- Commissions. Severance pay.
- Fringe benefits, expense reimbursements, deferred compensation and welfare benefits.
- Other: Accrued vacation or sick leave paid upon termination of employment and moving expenses.

5. Average Monthly Compensation.

The considered period for purposes of the definition of “Average Monthly Compensation” in Section 2.1 of The Oklahoma Municipal Retirement Fund Master Defined benefit Plan is:

- sixty (60) consecutive months.
- thirty-six (36) consecutive months.

6. The Employer hereby elects the following Plan design:

- Mandatory Contribution Option. An Employee shall be required to contribute to the Plan for each Plan Year the percentage of his Compensation (“Mandatory Contributions”) required by the Plan. Mandatory Contributions shall be made by payroll deductions. An Employee shall authorize such deductions in writing on forms approved by, and filed with, the Committee.

If the Employee’s contributions are to be taxed deferred:

- Pick-Up Option. The Employer hereby elects to have the provisions of Section 3.4 of the Plan apply. The Employer shall pick-up and pay the percentage of each Participant’s Compensation required to be contributed as of July 1, 2013 in lieu of contributions by the Participant. No Participant shall have the option of receiving the contributed amounts directly as Compensation.
- Non-Contributory Option. Participants shall not be required nor permitted to contribute to the Plan.

7. A. Payment Options. The Employer hereby elects the following minimum number of payments for employees eligible to receive benefits under Article IV of the Plan:

- Sixty (60) monthly payments.
- One hundred and twenty (120) monthly payments.

B. Plan Options. The Employer hereby elects the following plan designation and percentage used in calculating benefits under Section 5.1 of the Plan.

- Plan AAA - 3% with no maximum Years of Service
- Plan AAA - 3% recognizing a maximum of 22 Years of Service
- Plan AA - 2.625%
- Plan BB - 2.25%
- Plan CC - 1.875%
- Plan A - 1.5%
- Plan B - 1.125%
- Plan C - .75%

C. Normal Retirement Age. Normal retirement age shall be:

- Age 65
- The earlier of (i) and (ii) as follows:
 - (i) age 65
 - (ii) the later of age 62 and the age at which the Participant has completed 30 years of service.Examples: An employee hired at age 20 who worked for 30 years and terminated at age 50 would be entitled to unreduced payments at age 62.
An employee hired at age 30 who worked for 25 years and terminated at age 55 would be entitled to unreduced payments at age 65.

- Modified Rule of 80:
The earlier of (i) and (ii) as follows:
 - (i) age 65
 - (ii) the later of age 55 and the age at which the sum of the Participant’s age in completed years and the participant’s number of completed years of credited service total 80 or greater. To be eligible, the Participant’s age plus service must be at least 80 prior to termination of employment.

- Examples:**
1. An employee hired at age 30 who worked for 25 years and terminated at age 55 would be entitled to unreduced payments immediately. Age 55 plus 25 years equals 80.
 2. An employee hired at age 20 who worked for 30 years and terminated at age 50 would be entitled to unreduced payments at age 55. The employee has age plus service points at age 50 but the minimum age for payment is 55.
 3. An employee hired at age 25 who worked for 25 years and terminated at age 50 would be entitled to unreduced payments at age 65. Age 50 plus 25 years is less than 80, so the Normal Retirement Age is 65.

D. Vesting Options. The Employer hereby elects the following vesting option to determine an Employee's eligibility to receive retirement benefits.

- Ten Year Cliff Vesting Schedule for persons hired on or after 7/1/05
 Seven Year Cliff Vesting Schedule
 Five Year Cliff Vesting Schedule for persons hired before 7/1/05

E. Service Credit Prior to Original Plan Effective Date. The Employer hereby elects to include the following limitation of service prior to the original Plan effective date.

- No limitation
 Service credit prior to the original Plan effective date shall not exceed ___ years.

F. Service Buyback. The Employer hereby elects

- No service buyback pursuant to Section 10.13 of the Plan
 The service buyback provisions of Section 10.13 of the Plan.

G. Service for Worker's Compensation Period. If a Participant is on an Authorized Leave of Absence and is receiving worker's compensation during such Authorized Leave of Absence, such Participant

- shall be credited with Service for such period for purposes of vesting only and not for purposes of benefits, but no Employee contributions shall be made with respect to the Participant for such period.
 shall not be credited with Service for such period.

H. Determination of Service for City Manager. Any Participant in the position of City Manager for the City of Yukon and who was hired prior to March 1, 2002, and after October 1, 1994, shall receive an additional twelve (12) years (erroneously stated as 7 years in prior Joinders due to a typo) of credited Service for purposes of calculating benefits under Section 5.1 of the Plan. No early retirement reduction shall apply.

I. Determination of Service for City Clerk. Any Participant in the position of City Clerk for the City of Yukon on June 1, 2009, for the purposes of calculating benefits under Section 5.1 of the Plan, no early retirement reduction shall apply.

J. Determination of Service for City Attorney. Any Participant in the position of City Attorney for the City of Yukon as of February 1, 2011, and subject to receipt from the Internal Revenue Service of a favorable determination letter that covers the Plan, shall be 100% immediate vested and shall receive an additional sixteen (16) years of credited Service for purposes of calculating benefits under Section 5.1 of the Plan.

8. Contributions by Employees.

If Employees are required to contribute to the cost of providing benefits under this Plan, such contributions shall be based on the plan designation selected in Section 7B above and shall apply to pay periods commencing on and after **July 1, 2016**.

- a. The Employee contribution formula in Section 3.3 of the Plan shall use the following maximum percentage for the Plan Option selected in Section 7B of this Joinder Agreement:
- Plan AAA – 6.0%
 - Plan AA - 5.25%
 - Plan BB - 4.5%
 - Plan CC - 3.75%

Plan A - 3%
Plan B - 2.25%
Plan C - 1.5%

- b. **The contribution formula shall be 3.00% of compensation.** (Not to exceed the percentages in above paragraph).
- c. The contribution as annually determined each year shall be shared by the Employee and Employer as follows:
Employee portion %
Employer portion %

(Employee plus Employer percentages must total 100%.)

The contribution will be actuarially determined based on Plan assets and liabilities as of January 1 of each year as a percent of payroll, which will then be shared between the Employer and Employee as noted above. These contribution rates will be in effect from July 1 of that year until June 30 of the subsequent year.

9. Cost-of-Living Option.

For purposes of adjusting retiree and beneficiary pensions, the Employer hereby elects the following:

- No Cost-of-Living Option.
- Cost-of-Living Option. This election applies to Sections 5.1 (Normal Pension), 5.4 (Deferred Vested Pension), 6.3A and 6.3B (Death After Commencement of Pension), and 6.4 (Spouse's Pension) and provides annual benefit increases of the smaller of three percent (3%) or the percentage change in the Consumer Price Index.
The effective date of the Cost-Of-Living Option shall be __, the original date that the Employer elected the Cost-Of-Living Option.

10. Retiree Plan Improvement Option.

Benefits payable to or on behalf of a former Employee under Article V, Article VI, or Article VII of the Plan, which are due or in the course of payment of the Effective Date of this Joinder Agreement, shall

- be increased according to the Plan Option elected herein. Such increased benefits shall be reflected in any periodic payments due or paid on or after the Effective Date of the Joinder Agreement. It is not intended for this change to be retroactive and any periodic payments due prior to such date shall not be affected.
- be increased by ___% effective ____. Such increased benefits shall be reflected in any periodic payments due or paid after such date. It is not intended for this change to be retroactive and any periodic payments due prior to such date shall not be affected.
- not be increased, but shall continue to be paid under the terms of the Previous Plan.

11. Limitations on Optional Benefit Forms.

Section 7.2 of the Plan provides for a lump sum payment form, an installment payment form that would be payable over a fixed number of years (at which time all payments would cease), or the purchase of an insured annuity. The Employer hereby elects the following:

- Optional benefit forms under Section 7.2 of the Plan will not be permitted.
- Optional benefit forms under Section 7.2 of the Plan will be permitted, subject to Retirement Committee approval for any such elections by an Employee, subject to the following limitation(s):

(The above election has no effect on the joint and survivor optional benefit forms under Section 7.1).

12. Defined Contribution Option.

- Not applicable.
- Participant shall be entitled to the benefit under this option, in addition to the benefit determined according to Section 7B.

An account shall be created for each active Participant as of the effective date of the option. The beginning balance of the account shall be the Participant's Contribution Accumulation. The account shall be credited with:

- (1) Mandatory Contributions made by the Participant after the effective date of the option.
- (2) Investment earnings at same rate as earned by the Oklahoma Municipal Retirement Fund (OMRF) Defined Benefit Fund.

As soon as administratively possible after termination of employment or death, the administrator shall pay the Participant or Beneficiary if applicable, the account balance. The Participant may elect to receive the benefit in any of the Benefit options permitted under the plan. The benefit shall be the Actuarial Equivalent of the account balance at the time the benefit commences.

The administrator shall determine the method of determining the investment earnings and the date such investment earnings are credited.

This option shall be effective __.

13. The Employer has consulted with and been advised by its attorney concerning the meaning of the provisions of the Plan and the effect of entry into the Plan.

IN WITNESS WHEREOF **City of Yukon** has caused its corporate seal to be affixed hereto and this instrument to be duly executed in its name and behalf by its duly authorized officers this _____ day of _____, _____.

City of Yukon

By: _____

Attest:

Title: _____

Title: _____

(SEAL)

14. The foregoing Joinder Agreement is hereby approved by the Oklahoma Municipal Retirement Fund this _____ day of _____, _____.

OKLAHOMA MUNICIPAL RETIREMENT FUND

By: _____

Attest:

Title: Chairman

Secretary

(SEAL)



Public Nuisance Abatement Request for Proposal

- Work Description:** Grass and Weed cutting; Tree and Brush Trimming; Tree Limb and Brush Removal; Trash and Debris removal; Health and Safety Nuisance Abatement – Securing Unsecured Structures
- Contract Period:** To include part of FY 2016 - 2017 beginning July 5, 2016 and ending June 30, 2017; shall hereafter be referred to as contract year July 1, 2016 to June 30, 2017
- Instructions:** A **mandatory pre-proposal conference** will be held at 2:00 pm on Friday June 17, 2016 at Development Services Office, 334 Elm Avenue, Yukon, OK.
- Complete Bidding Package must be filled out completely and submitted by **3:00 pm Friday, June 24, 2016.**
- Proposal/Bids will be received by the City Clerk's Office of the City of Yukon at 500 W. Main Street/P.O. Box 850500, Yukon, OK 73085, through above referenced date and time.
- Due Date:** June 24, 2016 – 3:00 to 4:00 pm
- Questions:** Any correspondence, question or request for copies of Request for Proposal bidding and information Package should be directed to City of Yukon, Development Services Director, attn. Mitchell Hort, P.O. Box 850500, Yukon, OK 73085. Development Services office is currently located at 334 Elm Avenue and the office phone number is 405-354-6676.

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Request for Proposals

For Public Nuisance Abatement

I. Introduction

A. Requesting Entity Information

The City of Yukon, Oklahoma, with municipal offices located at 500 W. Main, PO Box 850500, Yukon, OK 73085 is the requesting entity.

B. Overview and Objective

The purpose of this request is to contract with at least one and probably two contractors for "Indefinite Delivery - Indefinite Quantity" nuisance abatement services for the abatement of; tall weeds and grass; removal of trash and debris; trimming and removal of brush and trees and securing unsecured structures for the contract year 7/01/2016 - 6/30/2017.

The City of Yukon will provide the abatement projects to contractors as they are approved by Development Services (f/k/a Community Development) after going through proper notice and hearing process outlined in the City of Yukon Code of Ordinances. Projects will be assigned to contractor, first on a rotating basis starting with the contractor with the highest Ranking and second based on the availability of contractor to start within a minimum of 48 hours of notice. Contractors inability to perform in timely manner both in beginning and finishing project, could affect assignment of projects.

The Director of Development Services or his designee will provide in writing the details of each abatement project. It is the contractors' responsibility to ask all clarifying question regarding the project at the time of assignment and get any changes that have been agreed to in written form. The Director of Development Services or his designee and the Contractor will agree on the starting and length of time for each project assigned.

It is understood and agreed that this proposal and ultimate agreement entered into with the City of Yukon is not guaranteed for the duration of the stated contract period or for any specific or estimated quantity of work.

II. Contract Criteria

A. Detailed Criteria

The successful contractor(s) will be required to visit the City of Yukon to familiarize himself with the proposed project, its scope of work, and the areas affected. The scope of work is anticipated to include the following activities:

1. Abatement of Trash, Grass and Weeds

Abatement of Trash, Grass and Weeds as defined in the contract specifications will include but not be limited to the removal of said conditions as defined in:

Chapter 46 – Article II – Division II - Section 46-41 & 46-42

Trash means any refuse, litter, ashes, leaves, debris, paper, combustible materials, rubbish, offal or waste, or matter of any kind or form which is uncared for, discarded or abandoned.

Weed includes, but is not limited to, poison ivy, poison oak, or poison sumac and all vegetation, **including grass**, at any state of maturity which:

- (1) Exceeds ten inches in height, except healthy trees, shrubs or produce for human consumption grown on a tended and cultivated garden unless such trees and shrubbery by their density or location constitute a detriment to the health, benefit and welfare of the public and community or a hazard to traffic or create a fire hazard to the property or otherwise interfere with the mowing of such weeds;
- (2) Regardless of height, harbors, conceals or invites deposits or accumulation of refuse or trash;
- (3) Harbors rodents or vermin;
- (4) Gives off unpleasant or noxious odors;
- (5) Constitutes a fire or traffic hazard; or
- (6) Is dead or diseased.

The term "weed" shall not include tended crops on land zoned for agricultural use which are planted more than 150 feet from a parcel zoned for other than agricultural use

2. Removal of Health Nuisances (including the Securing of Structures)
Removal of health nuisances as defined in the contract specifications shall include but not be limited to removal of said conditions as defined in:

Chapter 46 – Article II – Division I

Section 46-26 Creation or maintenance prohibited

- a. It shall be unlawful for any person to create or maintain a public nuisance within the city, or to permit a public nuisance to remain on premises under his control within the city.

Section 46-27 Certain nuisances enumerated

In addition to other public nuisances declared by other sections of this Code or law, the following are hereby declared to be public nuisances:

- (15) Any building or structure which is dangerous to the public health or safety because of damage, decay or other condition

Section 46-30 Abatement of health nuisances

(a) Pursuant to authority granted by 63 O.S. § 1-1011, the code official shall have authority to order the owner or occupant of any private premises in the city to remove from such premises, at his own expense, any source of filth, cause of sickness, condition conducive to the breeding of insects or rodents that might contribute to the transmission of disease, or any other condition adversely affecting the public health, within 24 hours, or within such other time as might be reasonable, and a failure to do so shall constitute an offense. Such order shall be in writing and may be served personally on the owner or occupant of the premises, or authorized agent thereof, by the code official or by a policeman or a copy thereof may be left at the last usual place of abode of such owner, occupant or agent, if known and within the state. If the premises are unoccupied and the residence of such owner, occupant or agent is unknown, or is without the state, such order may be served by posting a copy thereof on the premises, or by publication in at least one issue of a newspaper having a general circulation in the city.

B. Period of Performance

The period of performance for the contract is July 1, 2016 to June 30, 2017. The successful contractor will be issued a Notice-to-Proceed with Contract and issued work orders as they are processed by the Development Services office.

C. Proposed Contract Schedule

Bid/Proposal Due	June 17, 2016
Contractor Selection	June 24, 2016
Contract Agreement Approved by Staff	June 27, 2016
Approval/Execution of Contract by City Manager	June 30, 2016

*If second meeting is required for presentations, the dates above will be changed, with Council action at a later date.

D. Inquiries

Questions regarding the proposal may arise as proposers are preparing their packages and should be addressed to Mitchell Hort, Director of Development Services (405) 354-6676

DI. RFP Criteria

a. General Requirements

The Yukon City Clerk's office at 500 W. Main, Yukon, Ok must receive all proposals by 3:00 pm on **June 24, 2016**.

Proposals must be signed by a duly authorized official of the proposer. A minimum of **FIVE (5) COPIES** of the proposal must be submitted. No reimbursement will be made for any cost incurred in preparing the proposal or any cost prior to a formal notice to proceed.

Each proposal shall state it is valid for a period on not less than sixty (60) days from the date of receipt.

b. Prohibited Interest

No member, officer, employee of the City of Yukon, or member of its governing body during his or her tenure, or one (1) year thereafter, shall have any interest, direct or indirect, in any resultant contract or the proceeds thereof.

c. Equal Employment Opportunities

In connection with this proposal, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status, being handicapped or disadvantaged person, or disabled or War Veteran.

The Contractor shall furnish all necessary information and reports and shall permit access to its books, records and accounts by the City of Yukon for purposes of investigation to ascertain compliance with the non-discrimination/minority business provision of any resultant contract.

d. Insurance Requirements

The Contractor(s) must obtain the following insurance:

- i. The contractor shall maintain, during the life of this contract, Workers Compensation Insurance as prescribed by the laws of the State of Oklahoma, and Employer's Liability Insurance in the amount of not less than twenty-five thousand dollars (\$25,000) for all his employees.
- ii. Comprehensive Public Liability Insurance including, but not limited to products liability:
 1. Bodily Injury – each person \$ 500,000.00
 2. Bodily Injury – each accident \$ 1,000,000.00
 3. Property Damage – each person \$ 500,000.00
 4. Property Damage – each accident \$ 100,000.00
- iii. Comprehensive Automobile Insurance
 1. Bodily Injury – each person \$ 500,000.00
 2. Bodily Injury – each accident \$ 1,000,000.00
 3. Property Damage – each person \$ 50,000.00

***Performance Bond in the form of a Cash Surety in the amount of \$1,500.00 to be held in escrow during the term of the contract.**

The policies of insurance shall be executed by insurance or indemnity carriers authorized to do business in the State of Oklahoma, and said insurance shall name the City of Yukon, as additional insured.

The contractor shall furnish certificates evidencing such insurance shall not be cancelled or changed without giving the Community Development Department ten (30) days prior written notice.

e. Minimum Content of Proposal

At a minimum the proposal should contain the following elements:

- i. Type of business organization, length of time in business and names of operational managers.
- ii. Proof of required Insurance
- iii. Detail of previous experience in both residential, commercial & Municipal

- iv. Three (3) references with contact name, phone number & email Address
- v. Detail of current equipment inventory
- vi. A list of employees & supervisors who will be performing services under Contract
- vii. Proposed Fee Schedule - (Attachment A)

DII. Selection Process

a. Right to Reject

The City of Yukon retains the right to reject any or all proposals to re-solicit if deemed to be in the best interest of the City of Yukon.

b. RFP Review Process

The City of Yukon will review responses to this RFP that meet the requirements enumerated and are received prior to the designated closing date. Firms without the ability to acquire adequate insurance, in minimum amounts set forth herein to protect the City's interest, will not be considered and will not be evaluated.

Upon review of all qualified proposers, the selection committee will rank all the qualified proposers. The two highest ranked proposers will be selected and offered a contract based on the Contract Specifications.

If the City is unable, after good faith efforts, to secure a satisfactory contract with one or both of the selected proposers, it shall formally end consideration of that proposer(s) and may offer a contract to the next highest ranked proposer(s).

c. Keynotes

The most important evaluation emphasis will be placed upon the ability of the proposing company to complete the work assigned with the time frames set forth in the Contract Specifications. Illustrative and descriptive material describing previous work of the proposer, his or her equipment, and abilities is recommended. At the proposer's request, this material will be returned at the completion of the review process, at their expense.

The proposer shall provide a list of previous related work experience with contact persons and phone numbers.

Key personnel (by names and position) relative experience and capabilities, as well as subcontractors, will be evaluated closely.

d. Ranking Criteria

1. Acceptance of payment schedule. (Attachment B)	MANDATORY
2. Previous Residential/Commercial Experience	5 pts.
3. Previous Municipal Experience	5 pts.
4. References	40 pts.
5. Detail summary of equipment	30 pts.
6. Yukon based firm	<u>20 pts.</u>
TOTAL	100 points

DIII. Finalization

a. Contract

Successful proposers will be required to enter into a written agreement with the City of Yukon.



May 27, 2016

Mr. Jim Crosby
City Manager
City of Yukon
P.O. Box 850500
Yukon, OK 73085

Re: City of Yukon Year 14 C.D.B.G. Small Cities Set Aside
Sanitary Sewer Replacement and Roadway Repair Project

Dear Mr.Crosby:

Attached for your review and disposition please find the BID Tabulation for the above-mentioned project. The bids were received, May 26th, 2016 and all Bid Bonds and affidavits were found to be in order. All bids were tabulated correctly.

Therefore, we recommend the approval of the contract for the total base bid to Urban Contractors, LLC. in the amount of \$110,571.00.

Should you have any questions or comments, please contact me at (405) 752-1122.

Respectfully Submitted,

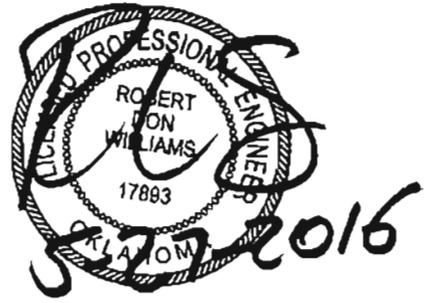
Robbie Williams, P.E.

RDW: kr/Attachment: Detailed Bid Form Summary

cc: File E109.14

CITY OF YUKON
 CDBG YEAR 14 - SMALL CITIES SET ASIDE
 SANITARY SEWER REPLACEMENT AND ROADWAY REPAIR PROJECT
 BID TABULATION: MAY 26, 2016

SUMMARY OF PAY QUANTITIES											
Item Number	Description	Unit	Quantity	Engineer Estimate		Urban Contractors, LLC		Krapff-Reynolds		Jordan Contractors	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
BASE BID PART A - ROADWAY											
1	REMOVE ASPHALT PAVEMENT	S.Y.	515.00	8.00	\$4,120.00	5.00	\$2,575.00	10.00	\$ 5,150.00	15.00	\$ 7,725.00
2	ASPHALT REPAIR (6") (PG 64-22 OK)	S.Y.	605.00	24.00	\$14,520.00	30.00	\$18,150.00	90.00	\$ 54,450.00	85.00	\$ 51,425.00
3	MOBILIZATION	LSUM	1.00	10,000.00	\$10,000.00	5,000.00	\$5,000.00	1,000.00	\$ 1,000.00	5,000.00	\$ 5,000.00
4	EARTHWORK	LSUM	1.00	5,000.00	\$5,000.00	4,000.00	\$4,000.00	100.00	\$ 100.00	3,000.00	\$ 3,000.00
5	TRAFFIC CONTROL	LSUM	1.00	5,000.00	\$5,000.00	5,000.00	\$5,000.00	500.00	\$ 500.00	5,500.00	\$ 5,500.00
6	SOLID SLAB SOD	S.Y.	750.00	3.00	\$2,250.00	2.00	\$1,500.00	2.25	\$ 1,687.50	3.00	\$ 2,250.00
7	SAWCLUT PAVEMENT	L.F.	530.00	5.00	\$2,650.00	1.00	\$50.00	1.00	\$ 50.00	3.00	\$ 1,590.00
8	FILTER FABRIC SILT FENCE	L.F.	500.00	3.00	\$1,500.00	0.10	\$50.00	1.00	\$ 500.00	2.00	\$ 1,000.00
9	TRAFFIC BOUND SURFACE COURSE (TBSC) (DIRECTION OF ENGINEER)	TONS	150.00	35.00	\$5,250.00	20.00	\$3,000.00	29.00	\$ 3,600.00	28.00	\$ 4,200.00
TOTAL BASE BID PART A					\$50,290.00		\$39,805.00		\$ 67,517.50		\$ 81,690.00
BASE BID PART B - SANITARY SEWER											
1	4" SEWER PIPE	L.F.	510.00	25.00	\$12,750.00	2.00	\$1,020.00	5.00	\$ 2,550.00	25.00	\$ 12,750.00
2	8" x 4" WYE	EA.	17.00	90.00	\$1,530.00	100.00	\$1,700.00	375.00	\$ 6,375.00	300.00	\$ 5,100.00
3	PIPE BURSTING (B") (OKC CURRENT SPEC. SEC. 615)	L.F.	805.00	100.00	\$80,500.00	74.00	\$59,570.00	80.00	\$ 64,000.00	75.00	\$ 60,375.00
4	SEWER FLOW CONTROL (OKC CURRENT SPEC. SEC. 618)	LSUM	1.00	7,000.00	\$7,000.00	3,100.00	\$3,100.00	100.00	\$ 100.00	1,000.00	\$ 1,000.00
5	PRE-TELEVISION INSPECTION (OKC CURRENT SPEC. SEC. 624)	L.F.	805.00	4.00	\$3,220.00	2.00	\$1,610.00	3.50	\$ 2,817.50	5.00	\$ 4,025.00
6	POST TELEVISION INSPECTION (OKC CURRENT SPEC. SEC. 624)	L.F.	805.00	4.00	\$3,220.00	1.00	\$805.00	1.00	\$ 805.00	2.00	\$ 1,610.00
7	REMOVE MANHOLE	EA.	2.00	1,000.00	\$2,000.00	200.00	\$400.00	500.00	\$ 1,000.00	400.00	\$ 800.00
8	SANITARY SEWER MANHOLE (4FT) (COMPLETE IN PLACE)	EA.	2.00	2,500.00	\$5,000.00	1,200.00	\$2,400.00	1,500.00	\$ 3,000.00	2,000.00	\$ 4,000.00
9	SANITARY SEWER LINE TESTING	L.F.	805.00	2.00	\$1,610.00	0.20	\$161.00	100.00	\$ 805.00	2.00	\$ 1,610.00
TOTAL BASE BID PART B					\$116,830.00		\$70,766.00		\$ 81,852.50		\$ 91,270.00
TOTAL BASE BID (PART A PLUS PART B)					\$167,120.00		\$110,571.00		\$ 149,370.00		\$ 172,960.00





May 27, 2016

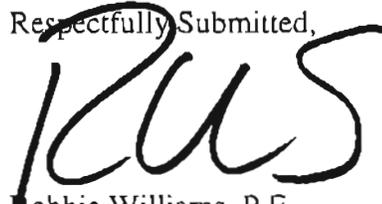
Urban Contractors, LLC
7113 N. Bryant Ave
OKC, OK 73121

RE: City of Yukon
Year 14 CDBG Small Cities Set Aside
Sanitary Sewer Replacement and Roadway Repair Project

Please execute three (3) original contract and bond(s) and insurance certificate and transmit them to Triad Design Group, Attn: Robbie Williams, 3020 NW 149th Street, OKC, OK 73134. Please submit them no later than Monday June 6, 2016 so that we can have the contract and bonds at the June 7, 2016 City Council agenda for approval to award contract and obtain signatures.

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

Respectfully Submitted,



Robbie Williams, P.E.

RW:kr/Attachment

cc: E109.14

CONTRACT AND BONDS

CONTRACT

THIS CONTRACT and AGREEMENT, made and entered into as of this _____ day of _____, 20____, by and between the CITY OF YUKON, party of the first part, hereinafter termed "City" and Urban Contractors, LLC. party of the second part, hereinafter termed "Principal."

WITNESSETH:

WHEREAS, the CITY OF YUKON has caused to be prepared in accordance with law, certain plans, specifications, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding documents, and has caused Solicitation for Bids to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for:

**YEAR 14 – SMALL CITIES SET ASIDE
SANITARY SEWER REPLACEMENT AND ROADWAY REPAIR PROJECT
CITY OF YUKON, OKLAHOMA**

as outlined and set out in the bidding documents and in accordance with the terms and provisions of this contract; and

WHEREAS, Principal, in response to said Solicitation for Bids, published in the JOURNAL RECORD has submitted to the CITY OF YUKON in the manner and at the time specified, a sealed proposal in accordance with the terms of this contract, and

WHEREAS, the CITY OF YUKON in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above-named Principal to be the lowest and best responsible bidder on the above-described project, and has duly awarded this contract to said Principal for the sum named in the proposal, to wit:

One hundred ten thousand five hundred seventy one dollars and zero cents (\$110,571.00).

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this contract have agreed and hereby agree as follows:

1. The Principal shall, in a good and first-class, workmanlike manner, at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with the Principal's proposal and bid and with the plans, specifications, and other bidding documents adopted and approved by the City, all of which documents are on file in the office of the City Clerk of Yukon and are made a part of this contract as fully as if the same were herein set out at length, with the following additions and/or exceptions: (if none, so state) NONE

2. The City shall make payments to the Principal in the following manner: On or about the first day of each month, the Engineer, or other appropriate person, will make accurate estimates of the value, based on contract prices, of work done and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The Principal shall furnish to the Engineer or other person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates. The Principal shall be paid according to the estimate less 5% retainage for the contract amount.

3. On completion of the work, but prior to the acceptance thereof by the CITY OF YUKON, it shall be the duty of the Engineer, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said Contract Documents, and upon making such determination, said official shall make his final certificate to the City. The Principal shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid which shall bear the approval of the surety on the contract bonds for payment of the final estimate to the Principal; thereupon, the final estimate (including retainages) will be approved and paid and the same shall be in full for all claims of every kind and description said Principal may have by reason of having entered into or arising out of this contract.

The sworn and notarized statement below must be signed and notarized before the contract will become effective.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three (3) duplicate originals, the day and year first above written.

CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Urban Contractors, LLC.,
as Principal, and _____, as
Surety, are held and firmly bound unto the CITY OF YUKON of the State of Oklahoma,
hereinafter referred to as the Government, in the full and just sum of one hundred ten thousand
five hundred seventy one dollars and zero cents DOLLARS (\$ 110,571.00) for the
payment of which, well and truly to be made, we and each of us, bind ourselves, our heirs,
executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly
by these presents.

Dated this _____ day of _____, A.D., 20_____.

The conditions of this obligation are such, that whereas, said Principal is the lowest and
best bidder for the making of the following municipal work and improvement, viz:

**YEAR 14 – SMALL CITIES SET ASIDE
SANITARY SEWER REPLACEMENT AND ROADWAY REPAIR PROJECT
CITY OF YUKON, OKLAHOMA**

and has entered into a certain written contract with the CITY OF YUKON on the _____ day of
_____, 20_____, for the erection and construction of said work and
improvement all in compliance with the plans and specifications therefor, made a part of said
contract and on file in the office of the City Clerk, and said contract is hereby made a part and
parcel of this bond as if literally written herein.

NOW, THEREFORE, if the said Principal, Urban Contractors, LLC, shall fully and faithfully execute the work and perform said contract according to its terms, conditions and covenants, and in exact accordance with the bid of said Principal, and according to certain plans and specifications heretofore made, adopted and placed on file in the office of the City Clerk of THE CITY OF YUKON and shall promptly pay or cause to be paid, all labor, material and/or repairs and all bids for labor performed on said work, whether by sub-contract or otherwise; and shall protect and save harmless the said Government and all interested property owners against all claims, demands, causes of action, losses or damage, and expense to life or property suffered or sustained by any person, firm or corporation by reason of negligence of the Principal or his or its agents, servants, or employees in the construction of said work, or by or in consequence of any improper execution of the work or act of omission or use of inferior materials by said Principal, or his or its agents, servants, or employees; and shall protect and save the Government harmless from all suits and claims of infringement or alleged infringement of patent rights or processes, then this obligation shall be void. Otherwise this obligation shall remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers; and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Urban Contractors, LLC., as Principal, and _____, as Surety, are held and firmly bound unto the CITY OF YUKON of the State of Oklahoma, in the full and just sum of one hundred ten thousand five hundred seventy one dollars and zero cents DOLLARS (\$ 110,571.00), such sum being equal to the contract amount for a period of one (1) year and thereafter for a period of one (1) year for the sum of sixteen thousand five hundred eighty five dollars and sixty five cents DOLLARS (\$ 16,585.65), such sum being not less than 15% of the contract price, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this _____ day of _____, A.D., 20_____.

The conditions of this obligation are such, that whereas, said Principal, has a certain contract between Urban Contractors, LLC. and the CITY OF YUKON dated this _____ day of _____, 20_____, agreed to construct in the City of Yukon:

**YEAR 14 – SMALL CITIES SET ASIDE
SANITARY SEWER REPLACEMENT AND ROADWAY REPAIR PROJECT
CITY OF YUKON, OKLAHOMA**

all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the office of the City Clerk of the City of Yukon; and to maintain the said improvement in the amounts set forth above against any failure due to workmanship or material for a period of **two (2) years** from the date of acceptance of the completed project by the CITY OF YUKON.

NOW, THEREFORE, if the said Principal shall pay or cause to be paid to the Authority all damage, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of **two (2) years** from and after acceptance of said project by the Authority; and if Principal shall pay or cause to be paid all labor and materials, including the prime contractor and all sub-contractors; and if Principal shall save and hold the Authority harmless from all damages, loss, and expense occasioned by or resulting from any failure whatsoever of said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further agreed that if the said Principal or Surety herein shall fail to maintain said improvements against any failure due to defective workmanship and/or materials for a period of **two (2) years** and at any time repairs shall be necessary that the cost of making repairs shall be determined by the CITY OF YUKON, or some person(s) designated by them to ascertain the same, and if, upon thirty (30) days notice, the said amount ascertained shall not be paid by the Principal or Surety herein, or if the necessary repairs are not made, that said amount shall become due upon the expiration of thirty (30) days and suit may be maintained to recover the amount so determined in any Court of competent jurisdiction. And that the amount so determined shall be conclusive upon the parties as to the amount due on this bond for the repair or repairs included therein, and that the cost of all repairs shall be so determined from time to time during the life of this bond as the condition of the improvements may require.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

Urban Contractors, LLC. _____

ATTEST:

Secretary

By _____
Principal

ATTEST:

Secretary

By _____
Surety

Approved as to form this ____ day of _____, A.D., 20____.

City Attorney

Approved by the CITY OF YUKON this ____ day of _____, A.D., 20____.

Mayor

ATTEST:

Secretary

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Urban Contractors, LLC, as Principal, and _____, as Surety, are held and firmly bound unto the STATE OF OKLAHOMA in the sum of one hundred ten thousand five hundred seventy one dollars and zero cents DOLLARS (\$110,571.00) for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this ____ day of _____, A.D., 20____.

The conditions of this obligation are such, that whereas, the above Bonded Principal Urban Contractors, LLC is the lowest and best bidder for the making of the following municipal work and improvements:

**YEAR 14 – SMALL CITIES SET ASIDE
SANITARY SEWER REPLACEMENT AND ROADWAY REPAIR PROJECT
CITY OF YUKON, OKLAHOMA**

and has entered into a certain written contract with the CITY OF YUKON on the ____ day of _____, 20____, for the erection and construction of said work and improvement, in exact accordance with the bid of said Principal, and according to certain plans and specifications heretofore made, adopted and placed on file in the office of the City Clerk of the CITY OF YUKON.

NOW, THEREFORE, if the said Principal, shall fail or neglect to pay all indebtedness incurred by said Principal or subcontractor of said Principal who perform work in the performance of such, for labor and materials furnished by any supplier and consumed in the performance of said contract, and such repairs to and rental of machinery and equipment as may be furnished by a sub-contractor or to the person or persons contracting with this Authority within thirty (30) days after the same becomes due and payable, the person, firm or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers; and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

ATTEST: Urban Contractors, LLC.

Secretary By _____
Principal

ATTEST: _____
Secretary By _____
Surety

Approved as to form this ____ day of _____, A.D., 20____.

City Attorney

Approved by the CITY OF YUKON this ____ day of _____, A.D., 20____.

ATTEST: _____
Secretary Mayor

BID FORM

Project Number: **Triad Design Group, Inc. Project No. E109.14**

Description: **YEAR 14 – SMALL CITIES SET ASIDE
SANITARY SEWER REPLACEMENT AND ROADWAY REPAIR
PROJECT
CITY OF YUKON, OKLAHOMA**

Name of Firm: Urban Contractors, LLC

Address: 7113 N. Bryant Ave

OKC, OK 73121

To the Mayor and Council of the **City of Yukon**:

Gentlemen:

The undersigned, as bidder, declares that before preparing this Bid, the Bidder read carefully the Requirements for Bidders, and the general and detailed Plans and Specifications, the Bid Form and Affidavits and Certificates and any other documentation or information to be submitted, and has examined the form of the Contract and the several Bonds, and that the bidder is familiar with and able to comply with all the provisions of the same and with all the requirements of the complete Contract to be entered into and Bonds to be executed. Said bidder proposes and agrees to furnish all labor, materials, and equipment, and to perform all operations necessary to complete the work as required by said Contract Documents for the Total Bid Price.

Total Base Bid Price (Part A Plus Part B): One Hundred Ten Thousand Five Hundred Seventy One
& No/100
(\$ 110,571.00).

NOTE: BIDS SHALL INCLUDE SALES TAX AND ALL OTHER APPLICABLE TAXES AND FEES.

Said Bidder acknowledges receipt of addendum numbers 1-5 issued during the time of bidding and has included the several changes in this Bid.

In submitting the Bid, it is understood that the right is reserved by the **City of Yukon** to reject any and all bids, and it is agreed that this Bid may not be withdrawn for a period of forty-five (45) days after date of filing same. Said Bidder proposes and agrees that if his Bid is accepted, the Bidder will enter in to the contract with the **City of Yukon**, and properly submit the required Bonds within seven (7) days after acceptance of his Bid and the award to the Bidder.

Bidder hereby agrees to commence work within five (5) days after the Work Order is issued by the **City of Yukon** and to complete same as stated in the Special Provisions after commencement thereon. We herewith enclose Bidder's Bond, or Certified Check, or Cashier's Check in the amount of \$ 5% Bid Bond as required in the Contract Specifications.

Name and Address of Major Subcontractors

Each subcontractor and manufacturer listed below is capable of bonding his portion of the work and will be retained by the Prime Contractor if awarded the contract for construction. Substitution of subcontractors will not be made unless express written consent of the Engineer is received.

- 1. None _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____

**CONTRACTOR'S AFFIDAVITS AND CERTIFICATES
(TO BE INCLUDED IN BID PACKET)**

**ANTICOLLUSION
AFFIDAVIT**

The following affidavit is submitted by Bidder as a part of this bid and proposal:

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

The undersigned deponent, of lawful age, being duly sworn, upon his oath deposes and says that he has lawful authority to execute the within and foregoing proposal; that he has executed the same by subscribing his name hereto under oath for and on behalf of said bidder; that bidder has **not** directly or indirectly entered into any agreement, express or implied, with any bidder or bidders, having for its object the controlling of the price or amount of such bid or bids, the limiting of the bids or the bidders, the parceling or farming out to any bidder or bidders or other persons of any part of the contract or any part of the subject matter of the bid or bids or of the profits thereof, and that he has not and will not divulge the sealed bid to any person whomsoever, except those having a partnership or other financial interest with him in said bid or bids, until after the said bid or bids are opened.

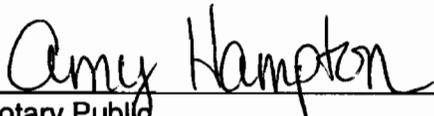
Deponent further state that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any City official concerning exchange of money or other thing of value for special consideration in letting of a contract; that the bidder/contractor has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City of Yukon, Oklahoma, any money or other thing of value, either directly or indirectly, in the procuring of the award of contract pursuant to this bid.

Signed Urban Contractors, LLC
Bidder

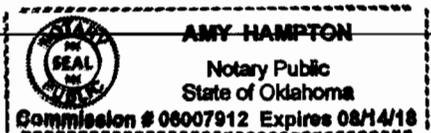
By 

Title LLC Manager

Subscribed and sworn to before me this 6 day of May, 2016.


Notary Public

My Commission Expires:



STATEMENT OF YARD COMPLIANCE

Indicate choice of Items 1, 2, or 3:

 X 1. Yard Location: 7113 N. Bryant Ave, OKC, OK 73121

Mailing Address: same

Phone No.: 478-5370 After Hours Phone No.: 417-6951
520-4161

Name of Employee(s): James Parrish, Owner; Mickey Morgan Secretary
Amy Hampton, 245-9277; Terry Stewart, 520-4174, Oscar Lopez 245-9119;
Juan Porras, 520-0659; Vidal Ortiz, 520-4170; Tim Howe 520-4161

 2. 15% (Cash) Retainage to be deposited in advance of contract award and retained for duration of maintenance period.

Name of Surety:

Address of Surety:

 3. Non-Resident Contractors Defect Maintenance Bond will be posted.

Name of Surety:

Address of Surety:



Signature of Applicant

Approved
City of Yukon, Oklahoma

CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this contract, the Contractor agrees as follows:

1. The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or ancestry. The Contractor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, national origin, age, or ancestry. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruiting or recruitment, advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship. The Contractor and Sub-Contractor shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the County Clerk of the County of Oklahoma setting forth provisions of this section.

2. In the event of the Contractor's noncompliance with this non-discrimination clause, the contract may be canceled or terminated by the Oklahoma Tax Commission. The Contractor may be declared by the Oklahoma County Commission ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by the Contractor.

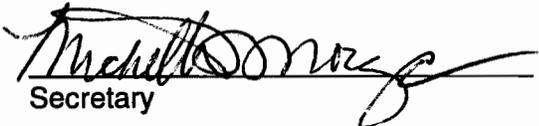
3. The Contractor agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

I have read the above-stated clauses and agree to abide by its requirements.



Contractor

ATTEST:



Secretary

Section 3 Plan

*This form must be completed by all prime contractors and subcontractors with bid amounts over \$100,000 and must be submitted with the bid. (Revised 1.1/97)

Yukon Year 14-Small Cities Set Aside
 Bid Submitted from: Urban Contractors, LLC For: SS Replacement and Roadway Repair Project

Name of Business

Project Being Bid

Date 5/26/16

What is Section 3? Under Section 3 of the U.S. Department of Housing and Urban Development (HUD) Act of 1968; whenever WJD financial assistance is given for housing or community development, to the greatest extent feasible, economic opportunities will be given to low income residents and businesses in that area. The project being bid has Idaho Community Development Block Grant (ICDBG) funding which is subject to WJD requirements. *Covered prime contractors and subcontractors are required to show a good faith effort to:

- A. Provide employment and training opportunities for Section 3 Residents.
- B. Provide opportunities for Section 3 Businesses for supplies, services, and construction contracts needed to complete the project.

Definition of a Section 3 Resident: A Section 3 Resident is any lower income individual residing in the Section 3 Project Area.

Definition of Section 3 Project Area: For cities requesting bids, the Section 3 project area would be first consideration within city limits and second consideration within the county. For counties requesting bids, the Section 3 project area would be the county.

Definition of a Section 3 Business: A business that meets at least one of the following criteria: (1) Majority ownership held by Section 3 Residents or (2) at least thirty percent (30%) of the permanent full-time employees are Section 3 Residents or were within the first three (3) years of their employment with the business or three (3) more than twenty-five percent (25%) of the business' work is subcontracted to a business that meets either of the first two conditions.

Part I. Affirmative Action Plan for hiring and training Section 3 Residents:

- A. The total number of new hires I need for this project is 0.
- B. Activities planned to meet Section 3 hiring objectives (check those applicable):
- () Recruit through local advertising media (include phrase "equal opportunity employer" in ad).
- () Recruit through signs placed at the project site.
- () Recruit by contacting community service organizations serving the project site.
- () Other.
- C. The total number of my current employees I intend to use on this project is 8. The number of these who would be considered Section 3 Residents is 0.
- D. The total number of *trainees* I intend to use on this project is 0. The number of these trainees that would be considered lower income project area residents is 0.

Part II. Affirmative Action Plan for contracting with Section 3 Businesses:

- A. I will award 0 contracts in connection with these project activities.
- B. The total estimated dollar value of these contracts is \$ 0
- C. Of these contracts 0 will be awarded to Section 3 Businesses.
- D. The total estimated dollar value of contracts awarded to Section 3 Businesses is \$ 0

I certify to the greatest extent possible I will hire and train Section 3 Residents and will obtain services, supplies and construction subcontracts from Section 3 Businesses.


 Signature (Prime Contractor or Subcontractor)

5/26/16

Date

**YEAR 14 – SMALL CITIES SET ASIDE
SANITARY SEWER REPLACEMENT AND ROADWAY REPAIR PROJECT
CITY OF YUKON, OKLAHOMA**

DETAILED BID FORM

YEAR 14

Base Bid Part A - Roadway

Item No.	Estimated Quantity	Unit	Item	Unit Price	Item Total
1	515.00	S.Y.	Remove Asphalt Pavement		
	<u>Five & No/100</u>			Dollars \$ <u>5.00</u>	\$ <u>2,575.00</u>
2	605	S.Y.	Asphalt Repair (6") (PG 64-22 OK)		
	<u>Thirty & No/100</u>			Dollars \$ <u>30.00</u>	\$ <u>18,150.00</u>
3	1.00	LSUM	Mobilization		
	<u>Five Thousand & No/100</u>			Dollars \$ <u>5,000.00</u>	\$ <u>5,000.00</u>
4	1.00	LSUM	Earthwork		
	<u>Four Thousand & No/100</u>			Dollars \$ <u>4,000.00</u>	\$ <u>4,000.00</u>
5	1.00	LSUM	Traffic Control		
	<u>Five Thousand & No/100</u>			Dollars \$ <u>5,000.00</u>	\$ <u>5,000.00</u>
6	750.00	S.Y.	Solid Slab Sod		
	<u>Two & No/100</u>			Dollars \$ <u>2.00</u>	\$ <u>1,500.00</u>
7	530.00	L.F.	Sawcut Pavement		
	<u>One & No/100</u>			Dollars \$ <u>1.00</u>	\$ <u>530.00</u>
8	500.00	L.F.	Filter Fabric Silt Fence		
	<u>only 0.10</u>			Dollars \$ <u>0.10</u>	\$ <u>50.00</u>
9	150.00	TONS	Traffic Bound Surface Course (TBSC) (Direction of Engineer)		
	<u>Twenty & No/100</u>			Dollars \$ <u>20.00</u>	\$ <u>3,000.00</u>

Total Base Bid Part A: \$ 39,805.00

YEAR 14

Base Bid Part B - Sanitary Sewer

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Item</u>	<u>Unit Price</u>	<u>Item Total</u>
1	510.00	L.F.	4" Sewer Pipe		
<u>Two & No/100</u>				<u>Dollars \$ 2.00</u>	<u>\$ 1,020.00</u>
2	17.00	EA.	8" X 4" WYE		
<u>One Hundred & No/100</u>				<u>Dollars \$ 100.00</u>	<u>\$ 1,700.00</u>
3	805.00	L.F.	Pipe Bursting (8") (OKC Current Spec. Sec. 615)		
<u>Seventy Four & No/100</u>				<u>Dollars \$ 74.00</u>	<u>\$ 59,570.00</u>
4	1.00	LSUM	Sewer Flow Control (OKC Current Spec. Sec. 618)		
<u>Three Thousand One Hundred & No/100</u>				<u>Dollars \$ 3,100.00</u>	<u>\$ 3,100.00</u>
5	805.00	L.F.	Pre-Television Inspection (OKC Current Spec. Sec. 624)		
<u>Two & No/100</u>				<u>Dollars \$ 2.00</u>	<u>\$ 1,610.00</u>
6	805.00	L.F.	Post Television Inspection (OKC Current Spec. Sec. 624)		
<u>One & No/100</u>				<u>Dollars \$ 1.00</u>	<u>\$ 805.00</u>
7	2.00	EA.	Remove Manhole		
<u>Two Hundred & No/100</u>				<u>Dollars \$ 200.00</u>	<u>\$ 400.00</u>
8	2.00	EA.	Sanitary Sewer Manhole (4') (Complete in Place)		
<u>One Thousand Two Hundred & No/100</u>				<u>Dollars \$ 1,200.00</u>	<u>\$ 2,400.00</u>
9	805.00	L.F.	Sanitary Sewer Line Testing		
<u>only 0.20</u>				<u>Dollars \$ 0.20</u>	<u>\$ 161.00</u>

Total Base Bid Part B: \$ 70,766.00

Total Base Bid Part A PLUS Part B: \$ 110,571.00

AFFIDAVIT OF SURETY

May 6, 2016
Date

City of Yukon, Oklahoma

Gentlemen:

Urban Contractors, LLC is currently bidding or is desirous of bidding work for the City of Yukon and this is to advise you that based upon information we have at this time, we are willing to execute bonds for this company on construction contracts for the City of Yukon up to the sum of \$ 5,000,000.

In the past, we have handled bonding requirements for this company in the amount of \$ 5,000,000.

In the event information comes to our attention which would change the bonding ability of this firm, we will advise you of such change.

We are attaching a copy of our Power of Attorney.

RLI Insurance Company

Name of Company of Agency

Shelli R. Samsel
Signature and Title Shelli R. Samsel, Attorney-in-Fact

9401 Cedar Lake Avenue, Oklahoma City, OK 73114-7810

Address

Subscribed and sworn to before me this 6th day of May, 2016.
Deborah L. Raper
Notary Public Deborah L. Raper

My Commission Expires:

7-22-2019

#11006695





9025 N. Lindbergh Dr. | Peoria, IL 61615
Phone: (800)645-2402 | Fax: (309)689-2036

POWER OF ATTORNEY

RLI Insurance Company

Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company** and **Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Travis E. Brown, Mark D. Nowell, Christopher W. Webb, Ryan N. Teubner, Deborah L. Raper, Kent Jay Bradford, Kyle Pat Bradford, Shelli R. Samsel, Dwight A. Pilgrim, jointly or severally

in the City of Oklahoma City, State of Oklahoma, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

RLI Insurance Company and **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 12th day of October, 2015.

State of Illinois }
County of Peoria } SS



RLI Insurance Company
Contractors Bonding and Insurance Company

B. W. Davis
Barton W. Davis Vice President

CERTIFICATE

On this 12th day of October, 2015, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, and/or **Contractors Bonding and Insurance Company**, each Illinois corporations, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 6th day of May, 2014.

Jacqueline M. Bockler
Jacqueline M. Bockler Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company

B. W. Davis
Barton W. Davis Vice President



THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Urban Contractors, LLC

as Principal, hereinafter call the Principal, and RLI Insurance Company

a corporation duly organized under the laws of the State of Illinois
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Yukon

as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of Amount Bid-----

Dollars (\$ 5% of Amount Bid),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Year 14 - Small Cities Set Aside
Sanitary Sewer Replacement and Roadway Repair Project

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 6th day of May, 2016

Michelle Morgan (Witness)
James E. Parrest (Principal) (Seal)
Shirlene Chambers (Witness)
Shelli R. Samsel (Surety) (Seal)
Urban Contractors, LLC
RLI Insurance Company
(Title) Attorney-in-Fact



9025 N. Lindbergh Dr. | Peoria, IL 61615
Phone: (800)645-2402 | Fax: (309)689-2036

POWER OF ATTORNEY
RLI Insurance Company
Contractors Bonding and Insurance Company

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Travis E. Brown, Mark D. Nowell, Christopher W. Webb, Ryan N. Teubner, Deborah L. Raper, Kent Jay Bradford, Kyle Pat Bradford, Shelli R. Samsel, Dwight A. Pilgrim, jointly or severally

in the City of Oklahoma City, State of Oklahoma, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

RLI Insurance Company and Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 12th day of October, 2015.

State of Illinois }
County of Peoria } SS



RLI Insurance Company
Contractors Bonding and Insurance Company

[Signature]

Barton W. Davis

Vice President

CERTIFICATE

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I, the undersigned officer of RLI Insurance Company, and/or Contractors Bonding and Insurance Company, each Illinois corporations, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 6th day of May, 2016.

[Signature]
Jacqueline M. Bockler Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company

[Signature]

Barton W. Davis

Vice President



7113 N. Bryant
Oklahoma City, OK 73121



TO: City of Yukon
500 W. Main
Yukon, OK 73085

Id Proposal for: SS Replacement & Roadway Repair
Id Opening : May 26, 2016 @ 2:00PM

5/26/16
1:36 PM
JB



MEMO TO: City Manager & City Council

FROM: Mitchell Hort, Director

DATE: May 31, 2016

RE: Request to accept the Irrevocable Letter of Credit in the amount of \$205,000.00 to serve StoneGate Office Park.

Development Services Director recommends the acceptance of the Irrevocable Letter of Credit for sanitary sewer utilities and water main improvements to serve StoneGate Office Park located at 1601 Health Center Parkway, Yukon, OK.

IRREVOCABLE LETTER OF CREDIT

Borrower: STONEGATE PARTNERS LLC (TIN: 45-1622490)
13401 N WESTERN AVE. STE. 302
OKLAHOMA CITY, OK 73114-0000

Lender: First Bank & Trust Co.
Yukon Branch
11221 W. Reno Ste. 100
Yukon, OK 73099

Beneficiary: CITY OF YUKON
500 W MAIN STREET
YUKON, OK 73099

NO.: 736

EXPIRATION DATE. This letter of credit shall expire upon the close of business on 05-12-2017 and all drafts and accompanying statements or documents must be presented to Lender on or before that time (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Two Hundred Five Thousand & 00/100 Dollars (\$205,000.00) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions: THIS LETTER OF CREDIT WILL EXPIRE AND BE CONSIDERED NULL & VOID ON 05/12/2017, OR UPON THE WORK COMPLETION, PAYMENT, AND APPROVED INSPECTION BY THE CITY OF YUKON AND APPROVAL OF RELEASE BY YUKON CITY COUNCIL FOR SAID WORK INSURED BY THIS SAME LETTER OF CREDIT, MORE PARTICULARLY DESCRIBED AS: "SANITARY SEWER UTILITIES TO SERVE STONEGATE OFFICE PARK, AND WATER UTILITIES TO SERVE STONEGATE OFFICE PARK."

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER First Bank & Trust Co. IRREVOCABLE LETTER OF CREDIT NO. 736 DATED 05-12-2016," and the amount of each draft shall be marked on the draft. Only Beneficiary or Beneficiary's transferee may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

PERMITTED TRANSFEREES. This Letter of Credit may be transferred by Beneficiary upon prior written notice to Lender of the transfer. The transferee shall be deemed the new Beneficiary of this Letter of Credit and the documents of the transferee, including drafts required under this Letter of Credit, will be processed by Lender (or any intermediary) without the original Beneficiary's intervention and without any further obligation of Lender to the original Beneficiary.

TRANSFEREES REQUIRED DOCUMENTS. When the presenter is a permitted transferee under the "Permitted Transferees" paragraph above (the "Permitted Transferee"), the documents required for a draw shall include all documents required elsewhere in this Letter of Credit, except that such documents may be in the name of and executed by either the original Beneficiary or the presenter permitted by the "Permitted Transferees" paragraph above.

COMPLIANCE BURDEN. Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

NON-SEVERABILITY. If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Oklahoma without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Oklahoma.

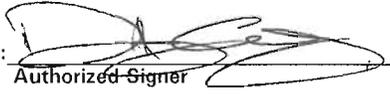
EXPIRATION. Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

**IRREVOCABLE LETTER OF CREDIT
(Continued)**

Dated: May 12, 2016

LENDER:

FIRST BANK & TRUST CO.

By:  NP
Authorized Signer

ENDORSEMENT OF DRAFTS DRAWN:

Date	Negotiated By	Amount In Words	Amount In Figures