



CITY COUNCIL AGENDA
May 17, 2016

John Alberts, Mayor ~ Ward 2
Michael McEachern, Vice Mayor ~ Ward 4
Richard Russell, Council Member ~ Ward 1
Earline Smaistrla, 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
May 17, 2016 – 6:00 p.m.

- 1. Discussion of the contract between the Yukon Chamber of Commerce and the City of Yukon.**

City Council - Municipal Authority Agendas

May 17, 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, May 16, 2016.

Invocation: Pastor Mark Borseth, Resurrection Lutheran

Flag Salute:

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

<p align="center">Public Hearing to Receive Input from the Public Regarding the 2016-2017 City of Yukon Budget</p>

Presentations and Proclamations

Visitors

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

1A. YMA Consent Docket

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

The City Manager recommends a motion to approve:

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

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 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.**

ACTION _____

2. Reports of Boards, Commissions and City Officials

- 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**

ACTION _____

- 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**

ACTION _____

- 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**

ACTION _____

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**

ACTION_____

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**

ACTION_____

8. **New Business**

9. **Council Discussion**

10. **Adjournment**



BUDGET SUMMARY
FY 2016-2017

	100 Personal Services	200 Materials and Supplies	300 Services and Charges	400 Capital Outlay	500 Debt Service	600 Contingency/ Transfers	Total
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GENERAL FUND

Legislative	174,878	21,700	549,800	0	259,790	0	1,006,168
Administration	476,019	2,000	19,750	0	0	0	497,769
Insurance	704,732	0	375,800	0	0	0	1,080,532
Finance	593,680	650	4,825	0	0	0	599,155
Fire Dept.	3,938,451	101,200	48,100	0	0	0	4,087,751
Police Dept.	5,454,730	95,350	83,050	0	0	0	5,633,130
Street Department	823,108	29,878	284,240	365,000	0	0	1,502,226
Municipal Court	350,683	1,600	25,425	0	0	0	377,708
Emergency Mngmt	72,486	1,700	10,000	0	0	0	84,186
Technology	332,134	27,700	614,691	53,923	0	0	1,028,448
Development Srvcs	793,029	6,460	77,259	0	0	0	876,748
Library	492,152	7,100	8,375	40,000	0	0	547,627
Property Maint.	516,999	30,768	545,265	0	0	0	1,093,032
Human Resources	266,976	12,700	26,900	0	0	0	306,576
Park Administration	366,813	4,170	153,436	0	0	0	524,419
Park Maintenance	541,598	63,009	31,357	0	0	0	635,964
Recreation Facilities	1,169,578	49,082	72,343	0	0	0	1,291,002
Fleet Maintenance	402,642	302,575	140,268	0	0	0	845,485
GENERAL FUND TOTAL	17,470,688	757,642	3,070,883	458,923	259,790	0	22,017,926
FY 16-17 Less than FY 15-16				3,859,178	Total Projected Revenue		22,017,926

WATER/SEWER ENTERPRISE

W/S Distribution	650,562	36,908	385,985	175,000	0	991,560	2,240,015
Utility Billing	622,570	11,740	128,496	0	0	981,822	1,744,628
Treatment & Supply	0	0	2,818,178	131,100	254,898	946,507	4,150,683
WATER/SEWER ENT TOTAL	1,273,132	48,648	3,332,659	306,100	254,898	2,919,889	8,135,326
FY 16-17 Less than FY 15-16				(1,052,153)	Total Projected Revenue		8,135,326

SANITATION ENTERPRISE

Sanitation Services	767,167	443,476	88,515	43,600	0	761,624	2,104,382
SANITATION ENT.TOTAL	767,167	443,476	88,515	43,600	0	761,624	2,104,382
FY 16-17 Less than FY 15-16				615,197	Total Projected Revenue		2,104,382

STORMWATER ENTERPRISE

Stormwater	150,526	20,425	82,438	0	0	0	253,389
STORMWATER ENT.FUND	150,526	20,425	82,438	0	0	0	253,389
FY 16-17 Less than FY 15-16				117,594	Total Projected Revenue		253,389

SALES TAX CIP

Sales Tax CIP	0	0	0	0	0	6,512,162	6,512,162
Economic Dev	0	1,550	111,350	0	0	0	112,900
SALES TAX CIP TOTAL	0	1,550	111,350	0	0	6,512,162	6,625,062
FY 16-17 Less than FY 15-16				1,049,622	Total Projected Revenue		6,625,062

GRANT FUND

Grant Fund	0	0	94,817	0	1,752,065	0	1,846,882
GRANT FUND TOTAL	0	0	94,817	0	1,752,065	0	1,846,882
FY 16-17 Less than FY 15-16				4,159,018	Total Projected Revenue		1,846,882

SPECIAL REVENUE FUND

Special Revenue	0	22,000	315,115	10,000	0	9,290	356,405
SPECIAL REVENUE TOTAL	0	22,000	315,115	10,000	0	9,290	356,405
FY 16-17 Less than FY 15-16				610,045	Total Projected Revenue		356,405

TOTAL BUDGET	19,661,513	1,293,740	7,095,777	818,623	2,266,753	10,202,965	41,339,371
FY 16-17 Less than FY 15-16				9,358,501	Total Projected Revenue- All Funds		41,339,371

**Yukon Municipal Authority Minutes
May 3, 2016**

ROLL CALL: (Present) John Alberts, Chairman
 Richard Russell, Vice Chairman
 Michael McEachern, Trustee
 Donna Yanda, Trustee
 Earline Smaistrla, 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 April 19, 2016

The motion to approve the YMA Consent Docket, consisting of the approval of the minutes of the regular meeting of April 19, 2016, was made by Trustee McEachern and seconded by Trustee Russell.

The vote:

AYES: Yanda, Smaistrla, Alberts, McEachern, Russell

NAYS: None

VOTE: 5-0

MOTION CARRIED

(Adjourn as YMA and Reconvene as Yukon City Council)

**Yukon City Council Minutes
May 3, 2016**

The Yukon City Council met in regular session on May 3, 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 Keith Spaudling, Westpointe Christian Church
The flag salute was given in unison.

ROLL CALL: (Present) John Alberts, Mayor
 Richard Russell, Vice Mayor
 Michael McEachern, Council Member
 Donna Yanda, Council Member
 Earline Smaistrla, 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
Cheryl Dunn, Deputy Treasurer	Jenna Roberson, PIO
Dana Deckard, Executive Admin. Assist.	Jerome Brown, IT
Jan Scott, Parks & Rec Director	

(Recess as Yukon City Council)

Council Member Yanda and Council Member McEachern received the oath of office by Judge George Ramey followed by a brief reception.

(Reconvene as Yukon City Council)

Presentations and Proclamations

Mayor Alberts invited Jan Scott to accept the proclamation declaring April as "Mayor's Monarch Pledge Month." Ms. Scott stated the butterfly garden is at Freedom Trail Playground. She also gave a brief explanation of ways they are preserving and encouraging butterfly habitats.

Item: Consider a Motion to Accept Nominations for the positions of Mayor and Vice-Mayor for a One-Year Term, and Electing Each

A motion to nominate John Alberts as Mayor and Michael McEachern as Vice Mayor was made by Council Member Yanda and seconded by Council Member Smaistrla.

The vote:

AYES: Smaistrla, McEachern, Russell, Alberts, Yanda

NAYS: None

VOTE: 5-0

MOTION CARRIED

Visitors

None

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

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The City Manager recommends a motion to approve:

A) The minutes of the regular meeting of April 19, 2016

The motion to approve the YMA Consent Docket, consisting of the approval of the minutes of the regular meeting of April 19, 2016, was made by Trustee McEachern and seconded by Trustee Russell.

The vote:

AYES: Yanda, Smaistrila, Alberts, McEachern, Russell

NAYS: None

VOTE: 5-0

MOTION CARRIED

(Adjourn as YMA and Reconvene as Yukon City Council)

1. Consent Docket

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

The City Manager recommends a motion that will approve:

A) The minutes of the regular meeting of April 19, 2016**B) Payment of material claims in the amount of \$241,678.51****C) Accepting Oklahoma Department of Environmental Quality Permit No. SL000009160232 for the construction of approximately 110 linear feet of eight (8) inch sewer line and appurtenances to serve the City of Yukon Frisco Addition No. 1 Offsite Sewer Line Extension Project, Canadian County, Oklahoma****D) The renewal of the existing Inter-Governmental Agreement with the City of Oklahoma City, for a Regional Household Hazardous Waste Collection and Management Project, for the term of July 1, 2016 thru June 30, 2017****E) Setting the date for the next regular Council meeting for May 17, 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 April 19, 2016; payment of material claims in the amount of \$241,678.51; accepting Oklahoma Department of Environmental Quality Permit No. SL000009160232 for the construction of approximately 110 linear feet of eight (8) inch sewer line and appurtenances to serve the City of Yukon Frisco Addition No. 1 Offsite Sewer Line Extension Project, Canadian County, Oklahoma; the renewal of the existing Inter-Governmental Agreement with the City of Oklahoma City, for a Regional Household Hazardous Waste Collection and Management Project, for the term of July 1, 2016 thru June 30, 2017; and setting the date for the next regular Council meeting for May 17, 2016, 7:00 p.m. in the Council Chambers of the Centennial Building, 12 S. Fifth St., was made by Council Member McEachern and seconded by Council Member Smaistrila.

The vote:

AYES: Alberts, Russell, Yanda, Smaistrila, McEachern

NAYS: None

VOTE: 5-0

MOTION CARRIED

2. **Reports of Boards, Commissions and City Officials - None**
3. **Consider accepting a proposal from HBC CPAs and Advisors to prepare audits for the fiscal years ending June 30, 2015, and June 30, 2016, at an approximate total cost of \$46,100.00, as recommended by the City Manager**

The motion to accept a proposal from HBC CPAs and Advisors to prepare audits for the fiscal years ending June 30, 2015, and June 30, 2016, at an approximate total cost of \$46,100.00, as recommended by the City Manager, was made by Council Member Russell and seconded by Council Member Yanda.

Mayor Alberts asked Mr. Crosby to give a brief explanation. Mr. Crosby stated this covers two audits: a “redo” audit for the fiscal year ending June 30, 2015 and the audit for the fiscal year ending June 30, 2016. Crawford and Associates has been preparing for the audit. Their report is expected in the next few weeks.

The vote:

AYES: McEachern, Yanda, Russell, Alberts, Smaistrla

NAYS: None

VOTE: 5-0

MOTION CARRIED

4. **Consider accepting the permanent easement for the water line for the Canadian County Cowboy Church, as recommended by the City Engineer**

The motion to accept the permanent easement for the water line for the Canadian County Cowboy Church, as recommended by the City Engineer was made by Council Member Smaistrla and seconded by Council Member McEachern.

The vote:

AYES: Russell, Smaistrla, Yanda, McEachern, Alberts

NAYS: None

VOTE: 5-0

MOTION CARRIED

5. **Consider accepting the Canadian County Cowboy Church water line improvements project, and placing the maintenance bonds into effect, as recommended by the City Engineer**

The motion to accept the Canadian County Cowboy Church water line improvements project, and placing the maintenance bonds into effect, as recommended by the City Engineer was made by Council Member Russell and seconded by Council Member Yanda.

The vote:

AYES: Smaistrla, McEachern, Alberts, Yanda, Russell

NAYS: None

VOTE: 5-0

MOTION CARRIED

6. **Consider accepting an Interlocal Agreement between the Board of County Commissioners, Canadian County, Oklahoma, and the City of Yukon, Oklahoma pertaining to repairs and grading of Frisco Drive, at an estimated cost to the City of \$11,907.50**

The motion to accept an Interlocal Agreement between the Board of County Commissioners, Canadian County, Oklahoma, and the City of Yukon, Oklahoma pertaining to repairs and grading of Frisco Drive, at an estimated cost to the City of \$11,907.50 was made by Council Member McEachern and seconded by Council Member Russell.

The vote:

AYES: Alberts, Yanda, Smaistrila, Russell, McEachern

NAYS: None

VOTE: 5-0

MOTION CARRIED

7. New Business - There was no new business.

8. Council Discussion

Council Member Yanda loves the City of Yukon and is honored to serve the citizens of this great community. Encouraged everyone to look forward. The City Manager and City Council have your best interest at heart.

Council Member Smaistrila congratulated Council Members Yanda and McEachern. Yukon is a wonderful place to live, it is going to be a great year.

Council Member Russell thanked all in attendance. Welcomed back Council Members Yanda and McEachern.

Council Member McEachern grateful to all the voters. Honored to be back and stand up for all the citizens in Ward 4. Yukon is a great place to live.

Mayor Alberts stated that Festival of the Child is this weekend at City Park. A great, fun day for the kids. Thanked Council Members Yanda and McEachern for returning to serve. The council has the best interest of the city at heart and appreciates the opportunity to serve another term as Mayor. The Mayor's Prayer Breakfast was this past week and it focused on health. Mayor Alberts gave a brief explanation regarding the practices put in place for checks and balances.

9. Adjournment

John Alberts, Mayor

Doug Shivers, City Clerk



RECAP OF CLAIMS

FUND #			
01	General Fund Claims	\$	93,314.48
36	Sales Tax Claims		35,502.51
46	Municipal Court		6,106.70
64	Special Revenue Fund		5,409.60
70	Water & Sewer Enterprise		340,626.05
71	Sanitation Enterprise		36,556.36
73	Storm Water Enterprise		1,182.92
74	Grant Fund		5,092.00
88	Pooled Cash		37.90
			<hr/>
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		\$	<u>523,828.52</u>

The above foregoing claims have been passed and approved
this 17th day of May 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						
16-66255	01-00101	City of Yukon (BankOne)ADM	Food Supplies	5/2016	Wal-Mart 03419	39.01
16-66274	01-00101	City of Yukon (BankOne)ADM	Food Supplies	5/2016	Homeland 097939	59.32
16-66364	01-00102	City of Yukon (BankOne)FIN	study session dinners	5/2016	Bad Brad's 52	148.00
16-66365	01-00102	City of Yukon (BankOne)FIN	Office Supplies	5/2016	Staples 7155911742	65.80
16-66366	01-00102	City of Yukon (BankOne)FIN	Office Supplies	5/2016	Staples 9738091009	55.27
16-66367	01-05342	Canadian Cty Clerk	Filing Fees	5/2016	R453735	85.00
16-66371	01-31400	McAfee & Taft	Prof Srvcs 04-25-16	5/2016	482615	3,384.00
16-66275	01-39580	The Piedmont-Surrey Gazette	Advertisement -FoC	5/2016	PSG2464	895.00
16-66368	01-50700	Triad Design Group	A/E Service thru 4-25-16	5/2016	9668	1,050.75
16-66374	01-62200	Yukon Chamber of Commerce	Contract Srvs - May '16	5/2016	10747	1,500.00
16-66379	01-91314	Roger D. Meade, Esq.	PD Arbitration Fee	5/2016	16-50224	1,500.00
DEPARTMENT TOTAL:						8,782.15
DEPARTMENT: 103 INSURANCE						
16-66377	01-57600	Wesco, Inc.	Add Equip at YPD	5/2016	202701	17.79
DEPARTMENT TOTAL:						17.79
DEPARTMENT: 104 FINANCE						
16-66366	01-00102	City of Yukon (BankOne)FIN	Office Supplies	5/2016	Staples 9738091009	33.40
DEPARTMENT TOTAL:						33.40
DEPARTMENT: 106 FIRE DEPARTMENT						
16-65989	01-00105	City of Yukon (BankOne)FD	Goodrich-tshirts,polo,	5/2016	S&S Textiles 42351	218.00
16-65990	01-00105	City of Yukon (BankOne)FD	Loveless - tshirts,polo	5/2016	S&S Textiles 42347	156.00
16-66063	01-00105	City of Yukon (BankOne)FD	Dyche-tshirts,shorts,polo	5/2016	S&S Textiles 42348	200.00
DEPARTMENT TOTAL:						574.00
DEPARTMENT: 107 POLICE DEPARTMENT						
16-65592	01-00111	City of Yukon (BankOne)PD	prisoner meals	5/2016	Wal-Mart 05290	157.65
16-66140	01-00111	City of Yukon (BankOne)PD	cleaning supplies	5/2016	Massco 20444849	197.69
16-66165	01-00111	City of Yukon (BankOne)PD	prisoner meals	5/2016	Wal-Mart 07743	103.44
16-66223	01-00111	City of Yukon (BankOne)PD	water hose/nozzle	5/2016	Ace Hardwar 876740	49.98
16-66120	01-07900	Custom Printing	domestic violence forms	5/2016	135536	332.00
16-66167	01-1	MLS Towing, Inc.	towing of seized vehicles	5/2016	MLS Towing 1311	287.26
16-66340	01-36720	OK Dept of Public Safety	OLETS user fee	5/2016	04-1614227	350.00
16-65600	01-48410	Special Ops Uniforms, Inc	Recruits Uniforms	5/2016	247341	809.91
16-65601	01-48410	Special Ops Uniforms, Inc	Ike jackets/lg sl shirts	5/2016	247810	1,274.92
16-65982	01-48410	Special Ops Uniforms, Inc	Lemmings name plate	5/2016	248226	31.97
16-66284	01-57776	West Yukon Animal Hospita	vet services	5/2016	05-01-2016	22.75
16-65432	01-90321	C.O.P.S. Products LLC	protective vests	5/2016	20160568	5,160.00
DEPARTMENT TOTAL:						8,777.57

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 108 STREET DEPARTMENT						
16-66155	01-00180	City of Yukon (BankOne)PW	emulsion	5/2016	Vance Brothe 78967	546.35
16-66224	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	5/2016	Clean 50766799	58.15
16-66325	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	5/2016	Clean 50767644	58.13
16-66328	01-00180	City of Yukon (BankOne)PW	emulsion	5/2016	Vance Brothe 79102	411.60
16-66134	01-09525	Dolese Bros. Company	sand	5/2016	AG16056588	234.94
16-66137	01-09525	Dolese Bros. Company	3/8 chip rock	5/2016	AG16050692	252.36
16-66327	01-30600	Lowe's Companies, Inc.	boards	5/2016	02440	142.30
16-66133	01-30680	Luther Sign Company	rain caps	5/2016	10662	44.80
DEPARTMENT TOTAL:						1,748.63
DEPARTMENT: 109 MUNICIPAL COURT						
16-66173	01-00106	City of Yukon (BankOne)CRT	Certified Mailings	5/2016	USPS 633	12.94
16-66174	01-00106	City of Yukon (BankOne)CRT	Ticket Writing Pad	5/2016	Staples 34634	7.99
16-66285	01-00106	City of Yukon (BankOne)CRT	Rolls of Stamps	5/2016	USPS 292	235.00
DEPARTMENT TOTAL:						255.93
DEPARTMENT: 111 TECHNOLOGY						
16-66270	01-00123	City of Yukon (BankOne)TEC	Toner Cartridges	5/2016	CDW-G CXX2848	332.19
16-66271	01-00123	City of Yukon (BankOne)TEC	AT&T Phone Billing	5/2016	ATT 04212016	627.72
16-66272	01-00123	City of Yukon (BankOne)TEC	Toner Cartridges	5/2016	Staples 1122224	89.97
16-66320	01-00123	City of Yukon (BankOne)TEC	04-16 Auction Expense	5/2016	Public Surp 709163	66.05
16-66342	01-00123	City of Yukon (BankOne)TEC	Video cable & adapter	5/2016	CDW-G CZG0059	59.00
16-66315	01-06373	City of Oklahoma City	OKC Radio Usage Fees	5/2016	YUKON - 14	14,760.00
16-66307	01-10803	eCivis, Inc.	eCivis Annual Renewal	5/2016	105124	4,200.00
16-65804	01-40840	Presidio Networked	Service Hours	5/2016	6021116003473	174.50
16-66341	01-48885	Superior Office Systems	Copier Lease-Per Copy Chg	5/2016	11279	4,240.76
16-66321	01-55850	The Verdin Company	Clock Maintenance Plan	5/2016	FY '16-'17	580.00
16-66306	01-57385	WAGsys, L.L.C.	Annual Software Renewal	5/2016	INV-189	1,175.00
16-66308	01-91907	SafetyCom, Inc.	WeatherWarn Maintenance	5/2016	YO051016DM	1,460.00
DEPARTMENT TOTAL:						27,765.19

FUND: 01 - General Fund

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 112 DEVELOPMENT SERVICES						
16-66045	01-48844	Stiner Brothers, LLC	Abatement Services	5/2016	1555109	1,275.00
DEPARTMENT TOTAL:						1,275.00
DEPARTMENT: 113 LIBRARY						
16-63682	01-00108	City of Yukon (BankOne)LIB	Office Supplies	5/2016	Staples 04272016	292.17
16-64840	01-00108	City of Yukon (BankOne)LIB	Building repair supplies	5/2016	Lowe's 02552	10.99
16-65808	01-00108	City of Yukon (BankOne)LIB	Postage for ILL	5/2016	USPS 769	125.62
16-66198	01-00108	City of Yukon (BankOne)LIB	Cases and Sleeves for Aud	5/2016	CCI Solut 30393351	325.82
16-66219	01-00108	City of Yukon (BankOne)LIB	Light Bulbs and Ballasts	5/2016	Locke 28498702-00	267.56
16-66220	01-00108	City of Yukon (BankOne)LIB	Copy Paper	5/2016	Staples 1444243	247.32
DEPARTMENT TOTAL:						1,269.48
DEPARTMENT: 114 PROPERTY MAINTENANCE						
16-66224	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	5/2016	Clean 50766799	34.54
16-66325	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	5/2016	Clean 50767644	34.54
16-66162	01-27565	Koetter Alarm & Fire	Fire Extinguisher Inspect	5/2016	5208	1,390.50
16-66349	01-27565	Koetter Alarm & Fire	fire ext recharge	5/2016	5265	79.00
16-66152	01-30600	Lowe's Companies, Inc.	siding	5/2016	02475	23.31
16-66135	01-31280	Massco Maintenance Compan	cleaning supplies	5/2016	2334183	730.74
16-66376	01-37200	OK Gas & Electric	Srvc-Comb Bill-Apr '16	5/2016	05-07-16	32,336.86
16-66378	01-37600	OK Natural Gas Co	Service Combined Billing	5/2016	042916	216.47
DEPARTMENT TOTAL:						34,845.96
DEPARTMENT: 115 HUMAN RESOURCES						
16-66319	01-00117	City of Yukon (BankOne)HR	Office Supplies	5/2016	Staples 7155770702	106.24
16-66363	01-00117	City of Yukon (BankOne)HR	HRCIA recertification	5/2016	201605133862	249.00
16-66316	01-05360	Canadian Cty Health Dept	Hep B Shot	5/2016	04292016	25.00
16-66318	01-1	North Texas Tollway Auth	North Texas Toll Fee	5/2016	TX Tollwa 04232016	4.88
16-66317	01-31420	McBride Orthopedic	DOT Drug Test	5/2016	13213	60.00
DEPARTMENT TOTAL:						445.12

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 116 PARK ADMINISTRATION						
16-66010	01-07390	Crosslands A & A Rent-All	Sporta potties	5/2016	46292A-7	795.00
16-66126	01-47660	Shred-it US JV LLC	document shredding	5/2016	9410249159	10.66
16-66009	01-92301	Weokie Foundation	Hole sponsor	5/2016	0075	200.00
DEPARTMENT TOTAL:						1,005.66
DEPARTMENT: 117 PARK MAINTENANCE						
16-65887	01-00110	City of Yukon (BankOne)REC	Flowers for community	5/2016	Lowe's 22145	193.84
16-66051	01-00180	City of Yukon (BankOne)PW	light bulbs for CTP	5/2016	Voss L 30151423-00	20.50
16-66151	01-00180	City of Yukon (BankOne)PW	connectors	5/2016	Lowe's 03238	66.30
16-66224	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	5/2016	Clean 50766799	29.06
16-66290	01-00180	City of Yukon (BankOne)PW	basketball nets	5/2016	Summit Suppl 78402	123.87
16-66311	01-00180	City of Yukon (BankOne)PW	pond maintenance	5/2016	Turn Pro Aqua 6310	2,337.00
16-66325	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	5/2016	Clean 50767644	24.83
DEPARTMENT TOTAL:						2,795.40
DEPARTMENT: 118 RECREATION FACILITIES						
16-66123	01-00110	City of Yukon (BankOne)REC	TLC graduation	5/2016	Wal-Mart 02794	200.75
16-66125	01-00110	City of Yukon (BankOne)REC	re-certify senior bus	5/2016	Forest 3257175-35	50.00
16-66263	01-00110	City of Yukon (BankOne)REC	Paper	5/2016	Staples 10848	59.99
16-66264	01-00110	City of Yukon (BankOne)REC	Art Academy	5/2016	Hobby Lobby 050216	26.89
16-65967	01-30600	Lowe's Companies, Inc.	Hardware-Theater sets	5/2016	02621	37.98
16-65965	01-53450	United Linen - Uniform Re	linens for DRC	5/2016	1922849	238.19
DEPARTMENT TOTAL:						613.80
FUND TOTAL:						90,205.08

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 501 SALES TAX CAPITAL IMPROV						
16-65895	01-00110	City of Yukon (BankOne)REC	ads for FOC	5/2016	Facebook 05052016	428.13
16-65896	01-00110	City of Yukon (BankOne)REC	Festival of the Child	5/2016	iHeart 01104518197	950.00
16-66153	01-00180	City of Yukon (BankOne)PW	tap saddle	5/2016	HD Supply F486388	44.00
16-66372	01-02782	Bank of Oklahoma	2013 Bond Trustee Fee	5/2016	5091466	2,000.00
16-66373	01-02782	Bank of Oklahoma	2015B Bond Trustee Fee	5/2016	5091437	2,000.00
16-64946	01-04450	Brodart	Adult Standing Order	5/2016	B4422409	98.77
16-66217	01-04450	Brodart	Children's Standing Order	5/2016	B4436138	37.56
16-66215	01-16230	Gale Group Inc	Large Print Standing Orde	5/2016	57933208	156.68
16-65893	01-30600	Lowe's Companies, Inc.	FOC Supplies	5/2016	02461	358.58
16-66330	01-30600	Lowe's Companies, Inc.	quickrete	5/2016	02464	155.40
16-66269	01-30680	Luther Sign Company	signs	5/2016	10666	168.59
16-65894	01-46940	Sam's Club Direct-G.E.Capit	FOC Supplies	5/2016	6736A	700.03
16-66369	01-50700	Triad Design Group	A/E I-40 Frisco Rd Inter	5/2016	9677	2,697.77
DEPARTMENT TOTAL:						9,795.51
DEPARTMENT: 502 ECONOMIC DEVELOPMENT						
16-66020	01-04570	Butzer Architects and Urban	Committee Charette	5/2016	13.21-13	821.79
16-66193	01-1	Main Street Program	2016 Main Street Banquet	5/2016	ER Main 042716	90.00
DEPARTMENT TOTAL:						911.79
FUND TOTAL:						10,707.30

FUND: 64 - Special Revenue

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 123 SPECIAL EVENT REVENUE						
16-66101	01-00101	City of Yukon (BankOne)ADM	Mayor's Brkfst catering	5/2016	Bob's Cat 04292016	800.00
16-66102	01-53450	United Linen - Uniform Re	Linens Mayor's Breakfast	5/2016	S1921823	62.05
DEPARTMENT TOTAL:						862.05
DEPARTMENT: 128 PARK & EVENTS SPEC REVENUE						
16-66252	01-00110	City of Yukon (BankOne)REC	shirts-Festival/Child	5/2016	Ski's 04282016	198.00
16-66222	01-06381	City of Yukon-Petty Cash	pool start up money	5/2016	05172016	120.00
DEPARTMENT TOTAL:						318.00
DEPARTMENT: 146 LIBRARY SPECIAL REVENUE						
16-65304	01-00108	City of Yukon (BankOne)LIB	LTAIO-Supplies/postage	5/2016	USPS 768	41.23
16-65852	01-00108	City of Yukon (BankOne)LIB	Summer Reading Program Su	5/2016	Orien 677567593-02	394.12
16-65694	01-1	Infobase Learning	World Almanac for Kids Da	5/2016	285476	405.00
16-65564	01-39575	Perma-Bound Books	2017 Sequoyah Books	5/2016	1673182-01	464.20
16-66236	01-44395	Recorded Books, LLC	Zinio digital magazne sub	5/2016	1437	1,500.00
16-65960	01-90120	All About Bouncin	Obstacle Course Summer Re	5/2016	05052016	225.00
16-65956	01-90708	Lawrence Grech	Childrens SR Program 6/7/	5/2016	942	200.00
16-65853	01-91508	Oklahoma Museum Network	YA Summer Reading Program	5/2016	O-0061616MF	400.00
16-65961	01-91702	John Pansze	Children's Summer Reading	5/2016	20160705a	600.00
DEPARTMENT TOTAL:						4,229.55
FUND TOTAL:						5,409.60

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 201 WATER DISTRIBUTION						
16-65737	01-00180	City of Yukon (BankOne)PW	apwaok/owea conf	5/2016	OSU APWAOK 031516	225.00
16-66179	01-00180	City of Yukon (BankOne)PW	CNG fuel	5/2016	Love's 68997	14.94
16-66180	01-00180	City of Yukon (BankOne)PW	risers and sealant	5/2016	Nance Precas 18926	518.08
16-66224	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	5/2016	Clean 50766799	41.30
16-66227	01-00180	City of Yukon (BankOne)PW	CNG fuel	5/2016	Love's 71119	15.93
16-66229	01-00180	City of Yukon (BankOne)PW	sewer parts	5/2016	HD Supply F486352	95.50
16-66265	01-00180	City of Yukon (BankOne)PW	CNG fuel	5/2016	Love's 72366	20.46
16-66267	01-00180	City of Yukon (BankOne)PW	clamp	5/2016	HD Supply F486401	90.05
16-66280	01-00180	City of Yukon (BankOne)PW	CNG fuel	5/2016	Love's 74158	16.23
16-66325	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	5/2016	Clean 50767644	41.30
16-66331	01-00180	City of Yukon (BankOne)PW	sewer parts	5/2016	HD Supply F508182	76.50
16-66332	01-00180	City of Yukon (BankOne)PW	Sewer parts	5/2016	HD Supply F508164	89.10
16-66333	01-00180	City of Yukon (BankOne)PW	sewer repairs	5/2016	HD Supply F508172	144.65
16-66334	01-00180	City of Yukon (BankOne)PW	water parts	5/2016	HD Supply F508156	348.00
16-66214	01-39550	Paul Penley Oil Company,	Inunleaded and diesel fuel	5/2016	0117307-IN	610.48
DEPARTMENT TOTAL:						2,347.52
DEPARTMENT: 202 UTILITY BILLING						
16-66138	01-00170	City of Yukon (BankOne)UB	Office-Computer Supplies	5/2016	Staples 7154917641	365.05
16-66224	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	5/2016	Clean 50766799	22.01
16-66325	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	5/2016	Clean 50767644	16.90
16-66254	01-07900	Custom Printing	Meter Deposit Receipts	5/2016	135544	217.00
16-66348	01-08350	DataProse LLC	Bill Processing	5/2016	DP1601275	5,635.62
16-66214	01-39550	Paul Penley Oil Company,	Inunleaded and diesel fuel	5/2016	0117307-IN	278.22
DEPARTMENT TOTAL:						6,534.80
DEPARTMENT: 203 TREATMENT AND SUPPLY						
16-66381	01-06375	City of Oklahoma City	Water Usage Mar & Apr '16	5/2016	05-10-16	220,838.64
16-66312	01-55800	Veolia Water North America	Maintenance May 2016	5/2016	00057506	95,671.93
16-66338	01-57420	Waste Connections of Oklaho	Landfill fees for Apr 16	5/2016	22047	3,552.27
16-66336	01-57425	Waste Connections of Oklaho	hauling fees for Apr 16	5/2016	1634087	2,640.00
DEPARTMENT TOTAL:						322,702.84

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 204		FLEET MAINTENANCE				
16-65917	01-00180	City of Yukon (BankOne)PW	weed eater caps	5/2016	Smith Farm 557098	85.05
16-66105	01-00180	City of Yukon (BankOne)PW	tires	5/2016	Goodye 255-1007056	511.60
16-66131	01-00180	City of Yukon (BankOne)PW	valve, orings	5/2016	Bob Howard 4286461	63.71
16-66132	01-00180	City of Yukon (BankOne)PW	filters	5/2016	Central For 151879	263.97
16-66145	01-00180	City of Yukon (BankOne)PW	maintenace Eng 2	5/2016	NAPA 633113	117.85
16-66163	01-00180	City of Yukon (BankOne)PW	CNG fuel	5/2016	Love's 68359	17.82
16-66181	01-00180	City of Yukon (BankOne)PW	wiper blades	5/2016	NAPA 633087	94.84
16-66185	01-00180	City of Yukon (BankOne)PW	battery	5/2016	O'Reil 0343-178633	79.73
16-66224	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	5/2016	Clean 50766799	49.30
16-66226	01-00180	City of Yukon (BankOne)PW	CNG fuel	5/2016	Love's 70391	14.64
16-66228	01-00180	City of Yukon (BankOne)PW	CNG fuel	5/2016	Love's 71089	17.63
16-66230	01-00180	City of Yukon (BankOne)PW	carburetor kit	5/2016	Bethany Imp 95694B	20.00
16-66232	01-00180	City of Yukon (BankOne)PW	headlight	5/2016	O'Reil 0343-178636	13.94
16-66233	01-00180	City of Yukon (BankOne)PW	module	5/2016	Joe Cooper 574373A	300.00
16-66266	01-00180	City of Yukon (BankOne)PW	CNG fuel	5/2016	Love's 71588	22.26
16-66278	01-00180	City of Yukon (BankOne)PW	alignment	5/2016	Hibdon Tire 218986	69.99
16-66292	01-00180	City of Yukon (BankOne)PW	bulbs	5/2016	O'Reil 0343-180326	36.86
16-66293	01-00180	City of Yukon (BankOne)PW	wiper blades	5/2016	O'Reil 0343-179689	81.00
16-66294	01-00180	City of Yukon (BankOne)PW	battery	5/2016	O'Reil 0343-179595	21.99
16-66299	01-00180	City of Yukon (BankOne)PW	Brake line	5/2016	O'Reil 0343-179366	19.49
16-66325	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	5/2016	Clean 50767644	33.80
16-66337	01-00180	City of Yukon (BankOne)PW	CNG fuel	5/2016	Love's 74268	14.97
16-66339	01-00180	City of Yukon (BankOne)PW	tape, binders	5/2016	Ofc 838894175-001	131.09
16-66214	01-39550	Paul Penley Oil Company,	Inunleaded and diesel fuel	5/2016	0117307-IN	6,959.36
DEPARTMENT TOTAL:						9,040.89
FUND TOTAL:						340,626.05

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 301		SANITATION				
16-66146	01-00180	City of Yukon (BankOne)PW	contactor	5/2016	Locke 28405114-00	35.03
16-66182	01-00180	City of Yukon (BankOne)PW	roller and attachment	5/2016	J&R Equipmen 31145	146.77
16-66183	01-00180	City of Yukon (BankOne)PW	mudflaps	5/2016	NAPA 633089	28.98
16-66184	01-00180	City of Yukon (BankOne)PW	slack adjuster	5/2016	Bruckner's 481273C	88.64
16-66187	01-00180	City of Yukon (BankOne)PW	wheel seal	5/2016	NAPA 632974	102.61
16-66190	01-00180	City of Yukon (BankOne)PW	hyd cyl hose	5/2016	Warren C 11C959327	160.95
16-66191	01-00180	City of Yukon (BankOne)PW	filters	5/2016	NAPA 633088	212.43
16-66192	01-00180	City of Yukon (BankOne)PW	coolant	5/2016	NAPA 633453	131.88
16-66224	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	5/2016	Clean 50766799	48.11
16-66225	01-00180	City of Yukon (BankOne)PW	parts to repair	5/2016	J&R Equipmen 31131	923.71
16-66231	01-00180	City of Yukon (BankOne)PW	wheel seal	5/2016	NAPA 633296	102.61
16-66277	01-00180	City of Yukon (BankOne)PW	transmission filter	5/2016	NAPA 633763	10.45
16-66279	01-00180	City of Yukon (BankOne)PW	oil filters	5/2016	NAPA 633764	88.73
16-66325	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	5/2016	Clean 50767644	48.11
16-66214	01-39550	Paul Penley Oil Company,	Inunleaded and diesel fuel	5/2016	0117307-IN	2,902.04
16-66298	01-57420	Waste Connections of Oklaho	Landfill Fees for April	5/2016	22046	31,525.31
DEPARTMENT TOTAL:						36,556.36
FUND TOTAL:						36,556.36

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 401		STORMWATER				
16-66375	01-06377	City of Oklahoma City	Apr '16 haz waste collect	5/2016	170416	158.00
16-66214	01-39550	Paul Penley Oil Company,	Inunleaded and diesel fuel	5/2016	0117307-IN	24.92
16-65620	01-92200	VI Marketing & Branding	Radio Ads with COSWA	5/2016	050516-10	1,000.00
DEPARTMENT TOTAL:						1,182.92
FUND TOTAL:						1,182.92

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT	
DEPARTMENT: 108		BCC-Permit Assessment Fee					
16-66370	01-37730	OK Uniform Building Code	April 2016 Permit Fees	5/2016	April 2016	592.00	
						DEPARTMENT TOTAL:	592.00
DEPARTMENT: 135		** INVALID DEPARTMENT **					
16-66380	01-1	Yukon Historical Society	Support of Organization	5/2016	2016	4,500.00	
						DEPARTMENT TOTAL:	4,500.00
						FUND TOTAL:	5,092.00
						GRAND TOTAL:	489,779.31

PACKET: 18417 April '16 Court Collectio
VENDOR SET: 01 CITY OF YUKON
BANK: MuncT Municipal Court

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1	I-April '16	Perdue, Brandon, Fielder etal Perdue, Brandon, Fielder etal: R		5/10/2016		1,057.65	004137	1,057.65

** BANK TOTALS **		NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	1,057.65	1,057.65	
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	1,057.65	1,057.65	

** REGISTER GRAND TOTALS *

** TOTALS **	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	1,057.65	1,057.65
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	1,057.65	1,057.65

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
46	5/2016	1,057.65CR
ALL		1,057.65CR

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

5/09/2016 4:29 PM
 PACKET: 18415 May '16 Debt Service
 VENDOR SET: 01 CITY OF YUKON
 BANK: APEK AP Disbursements

DIRECT PAYABLES CHECK REGISTER

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
01500		Arvest Bank						
	I-05/2016	Debt Srvc Arvest Bank	R	5/09/2016		24,795.21	146175	24,795.21

*** BANK TOTALS ***

	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

** REGISTER GRAND TOTALS *

** TOTALS **	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	5/2016	24,795.21CR
ALL		24,795.21CR

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 18414 April '16 Sales Tax - Pool
 VENDOR SET: 01 CITY OF YUKON
 BANK: APBK AP Disbursements

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1		OK Tax Commission						
	I-April '16 Pool Tax	OK Tax Commission :	R	5/09/2016		7.01	146174	7.01

** BANK TOTALS **		NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:		1	0.00	7.01	7.01
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	7.01	7.01

PACKET: 18414 April '16 Sales Tax - Poo
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	7.01	7.01
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	7.01	7.01

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
01	5/2016	7.01CR
ALL		7.01CR

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 18413 April '16 Sales Tax
VENDOR SET: 01 CITY OF YUKON
BANK: APBK AP Disbursements

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1		OK Tax Commission						
	I-April '16 SalesTax	OK Tax Commission :	R	5/09/2016		52.39	146173	52.39

** BANK TOTALS **		NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	52.39	52.39	
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	52.39	52.39	

** REGISTER GRAND TOTALS *

** TOTALS **	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	52.39	52.39
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	52.39	52.39

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
01	5/2016	52.39CR
ALL		52.39CR

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

ACCOUNT	NAME	DATE	TYPE	CK #	AMOUNT	DEPOSIT CODE - RECEIPT	AMOUNT	MESSAGE
1270-04	CROSS, TONY E	5/05/16	FINAL BILL	146167	2.59CR	010 45131	40.00CR	
3760-12	CATES, MARION T	5/05/16	PAY/ADJ POST	146168	3.52CR	000	0.00	
4070-03	MARRS, MICHELLE L	5/05/16	FINAL BILL	146169	8.17CR	010 42885	40.00CR	
0390-04	DEGIUSTI, KEVIN A	5/05/16	FINAL BILL	146170	4.09CR	010 40716	40.00CR	
1950-00	SODOWSKY, JIM L.	5/05/16	FINAL BILL	146171	10.99CR	010 29286	40.00CR	
0115-00	B K WEAVER CONSTRUCTION	5/05/16	FINAL BILL	146172	8.54CR	010 45799	40.00CR	

CHECK NUMBER	DATE	NAME	ACCTS	AMOUNT
146167	5/05/2016	CROSS, TONY E	1	2.59CR
146168	5/05/2016	CATES, MARION T	1	3.52CR
146169	5/05/2016	MARRS, MICHELLE L	1	8.17CR
146170	5/05/2016	DEGIUSTI, KEVIN A	1	4.09CR
146171	5/05/2016	SODOMSKY, JIM L.	1	10.99CR
146172	5/05/2016	B K WEAVER CONSTRUCTION	1	8.54CR
TOTAL ACCOUNTS:			6	
TOTAL REFUND CHECKS:			6	
TOTAL CHECK AMOUNT:				37.90CR

ACCOUNT	SOURCE NAME	AMOUNT
70 -100	IFT Claim on Cash	37.90CR
70 -203.00	Current Refunds Payable	37.90
88 -100	Pooled Cash Account	2.59CR
88 -100	Pooled Cash Account	3.52CR
88 -100	Pooled Cash Account	8.17CR
88 -100	Pooled Cash Account	4.09CR
88 -100	Pooled Cash Account	10.99CR
88 -100	Pooled Cash Account	8.54CR
88 -202	IFT Due To Other Funds	37.90

ORS: 0

END OF REPORT **

MUNE: 10001 BANK COURT APRIL 10
 ENDOR SET: 01 CITY OF YUKON
 ANK: MuncT Municipal Court

NDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6477	I-EOM Court Apr '16	CLEET CLEET	R	5/05/2016		2,417.32	004134	2,417.32
	I-EOM Court Apr '16	OK Bureau of Narcotics OK Bureau of Narcotics :	R	5/05/2016		40.00	004135	40.00
8550	I-EOM Court Apr '16	OSBI OSBI	R	5/05/2016		2,591.73	004136	2,591.73

* * BANK TOTALS * *		NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:		3	0.00	5,049.05	5,049.05
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	5,049.05	5,049.05

ALBEN: 10001 BANK CREDIT APPLD 10
ENDOR SET: 01 CITY OF YUKON
ANK: ALL

** REGISTER GRAND TOTALS *

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	3	0.00	5,049.05	5,049.05
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	5,049.05	5,049.05

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
46	5/2016	5,049.05CR
ALL		5,049.05CR

AL ERRORS: 0

TOTAL WARNINGS: 0

MAIL: 10330 MAY 10 RECEIVING DEPT
 DOR SET: 01 CITY OF YUKON
 ORIGIN: ALPHABETIC
 TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
06815	Compassionate Hands, Inc.					
I-05/2016-2014-2015	5/01/2016 APBK	Monthly Contribution DUE: 5/01/2016 DISC: 5/01/2016 Monthly Contribution	1,000.00	1099: N 01 5101-503	Support of Orga	1,000.00
		--- VENDOR TOTALS ---	1,000.00			
62000	Youth & Family Services,					
I-05/2016-2014-2015	5/01/2016 APBK	Monthly Contribution DUE: 5/01/2016 DISC: 5/01/2016	1,250.00	1099: N 01 5101-503	Support of Orga	1,250.00
		--- VENDOR TOTALS ---	1,250.00			
		--- PACKET TOTALS ---	2,250.00			

10330 May 10 09:11:11 AM
 DOR SET: 01 CITY OF YUKON
 SOURCE : ALPHABETIC
 TO/FROM ACCOUNTS SUPPRESSED

** TOTALS **

INVOICE TOTALS	2,250.00
DEBIT MEMO TOTALS	0.00
CREDIT MEMO TOTALS	0.00

BATCH TOTALS	2,250.00
--------------	----------

** G/L ACCOUNT TOTALS **

K	YEAR	ACCOUNT	NAME	AMOUNT	LINE ITEM		GROUP BUDGET	
					ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	2015-2016	01 -200	AP Pending (Due to Poole	2,250.00-*				
		01 -5101-503	Support of Organizations	2,250.00	249,738	61,183.00	249,738	61,183.00
		88 -155	Due from General Fund	2,250.00 *				
			** 2015-2016 YEAR TOTALS	2,250.00				

AL ERRORS: 0 TOTAL WARNINGS: 0

** END OF REPORT **

5/04/2016 3:22 PM
 PACKET: 18396 May '16 Recurring
 VENDOR SET: 01 CITY OF YUKON
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

A/P Direct Item Register

PAGE: 1

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-59400	Kathryn Wright Rentals					
I-05/2016-2014-2015	5/01/2016 APBK	Rentals and Leases DUE: 5/01/2016 DISC: 5/01/2016 Rentals and Leases	800.00	1099: Y 01 5101-346	Rentals and Lea	800.00
		--- VENDOR TOTALS ---	800.00			
		--- PACKET TOTALS ---	800.00			

** T O T A L S **

INVOICE TOTALS 800.00
 DEBIT MEMO TOTALS 0.00
 CREDIT MEMO TOTALS 0.00

BATCH TOTALS 800.00

** G/L ACCOUNT TOTALS **

BANK	YEAR	ACCOUNT	NAME	AMOUNT	-----LINE ITEM-----			-----GROUP BUDGET-----	
					ANNUAL BUDGET	BUDGET AVAILABLE	BUDGET OVER	ANNUAL BUDGET	BUDGET AVAILABLE
	2015-2016	01 -200	AP Pending (Due to Poole	800.00-*					
		01 -5101-346	Rentals and Leases	800.00	10,000	1,200.00		254,000	143,435.56- Y
		88 -155	Due from General Fund	800.00 *					
			** 2015-2016 YEAR TOTALS	800.00					

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

** END OF REPORT **

Technology Item Listing - May 17, 2016

Item #	Description	Model Number	Serial Number	Department
	HP OFFICEJET 920 XL CYAN COLOR	CD972AN	N/A	Technology
	HP OFFICEJET 920 XL CYAN COLOR	CD972AN	N/A	Technology
	HP OFFICEJET 920 XL CYAN COLOR	CD972AN	N/A	Technology
	HP OFFICEJET 920 XL YELLOW COLOR	CD974AN	N/A	Technology
	HP OFFICEJET 920 XL YELLOW COLOR	CD974AN	N/A	Technology
	HP OFFICEJET 920 XL YELLOW COLOR	CD974AN	N/A	Technology
	HP OFFICEJET 920 XL MAGENTA COLOR	CD973AN	N/A	Technology
	HP OFFICEJET 920 XL MAGENTA COLOR	CD973AN	N/A	Technology
	HP OFFICEJET 920 XL MAGENTA COLOR	CD973AN	N/A	Technology
	HP OFFICEJET 920 XL BLACK COLOR	CD975AN	N/A	Technology
	HP OFFICEJET 920 XL BLACK COLOR	CD975AN	N/A	Technology
	HP OFFICEJET 920 XL BLACK COLOR	CD975AN	N/A	Technology
	HP 4345 BLACK	Q5945A	N/A	Technology
	LASER JET Q7570A	Q7570A	N/A	Technology
	LASER JET Q7570A	Q7570A	N/A	Technology
10 Pallets	Incandescent Christmas Lights - Strands to C-7 Bulbs	N/A	N/A	Public Works
100009	Dell 19" Monitor	E171FPb	CNOU493146633537128I	Technology
100245	Dell 22" Monitor	2208WFPt	CH-0H069H-72872-8CT-1G6I	Technology
	Apple Wireless Keyboard USA	MC184LL/B	DG7451421PXDQPQYAD	Technology
7629	iPhone 5C -16GB - Green	ME556LL/A	F73LNS49FNDH	Technology
7977	iPhone 5C - 16GB - Yellow	ME554LL/A	F73LH73RFNDF	Technology
9550	iPhone 5C - 16GB - Pink	ME557LL/A	F78LC9F2FNDJ	Technology
8070	iPhone 5C - 8GB - White	MGFG2LL/A	FCDQ53B6G2DJ	Technology
5804	iPhone 5C - 8GB - White	MGFG2LL/A	FCCQ52NMG20J	Technology
6319	iPhone 5C - 16GB - White	ME553LL/A	F4LLL1Q1FNDD	Technology
3955	iPhone 5C - 8GB - White	MGFG2LL/A	FCCQ54U5G2DJ	Technology
5866	iPhone 5C - 16GB - White	ME553LL/A	F73LLKE8FNDD	Technology
7821	iPhone 5S - 16GB - Silver	ME342LL\A	D3PN6GWFNJK	Technology
8976	iPhone 5S - 16GB - Silver	ME342LL\A	F2LP55M7FNJK	Technology
4073	iPhone 5S - 32GB - Silver	ME345LL/A	DNPLKB64FNJN	Technology

4712	iPhone 5S - 16GB - Silver	ME342LL/A	DNQLHOH8FNJK	Technology
5350	iPhone 5S - 32GB - Silver	ME345LL/A	C39LG628FNJN	Technology
9397	iPhone 5S - 16GB - Silver	ME342LL/A	F17MX4JMFNJK	Technology
6022	iPhone 5S - 16GB - Silver	ME342LL/A	F2LN41CNFNJK	Technology
Canon PowerShot Pro Series S5 IS 8.0MP Digital Camera with 12x Optical Image Stabilized Zoom			6126107925	Police
100445	Panasonic Toughbook CF-30 Laptop	CF-30KAPAQ2M	9JKYA92197	Police
100454	Panasonic Toughbook CF-30 Laptop	CF-30KAPAQ2M	9KKYA97025	Police
	Havis DS-DELL-233 Vehicle Laptop Dock	DS-DELL-233	0213-D230-1142	Police
	Havis DS-DELL-233 Vehicle Laptop Dock	DS-DELL-233	0213-D230-1143	Police
	Havis DS-DELL-233 Vehicle Laptop Dock	DS-DELL-233	0213-D230-1144	Police
	Havis DS-DELL-233 Vehicle Laptop Dock	DS-DELL-233	0213-D230-1145	Police



The City of
OKLAHOMA CITY
Information Technology/Public Safety
Communications Support

May 3, 2016

The City of Yukon
500 West Main Street
Yukon, OK 73099

Dear Vendor:

The City of Oklahoma City and the contracting vendor have the option of renewing **Radio System License Agreement** for the term **7/1/2016 through 6/30/2017** under the same terms, conditions and provisions as originally awarded and amended, including price(s).

Please indicate your concurrence or non-concurrence by completing the below listed information, including signature, and return to me by **May 31, 2016**.

This form may be mailed, faxed, emailed, scanned or otherwise electronically submitted for contract/pricing agreement renewal.

If you have any questions, please contact me at (405) 316-3648, Fax (405) 297-3021 or Email: chris.fogt@okc.gov

Thank you,

Christine Fogt
City of Oklahoma City
Public Safety Communications Support

_____ **Yes, I would like to renew per the above mentioned.**

_____ **No, I do not wish to renew.**

AUTHORIZED SIGNATURE

COMPANY NAME

STREET ADDRESS

CITY, STATE AND ZIP CODE

BUSINESS TELEPHONE

FAX NUMBER

CONTACT/E-MAIL

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
Dayton Betts	Ward AL	2019
Cathy Wright	Ward 3	2016
Joe Baumann	Ward 4	2016

Library Board

Teddy 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

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

Spanish Cove

Larry Taylor, Representative

OK Environmental Management Auth.

Richard Russell, Representative
Ken Smith, Alternate

Senior Citizens

Ray Wright, Representative
John Alberts, Alternate

ACOG

Ken Smith, Member
Richard Russell, Alternate

COWRA

Genie Vinson, Representative
Larry Taylor, Alternate

Sister City Committee

Illona Morris
Terry Beaver
Nancy Novosad
Edwin Shedeck

*Members of Ladies' Library Club are appointed by same

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF YUKON
AND
THE FRATERNAL ORDER OF POLICE
LODGE #173**

FISCAL YEARS 2016-2017 AND 2017-2019

ARTICLES OF CONTRACT INDEX

- 1 - Recognition
- 2 - Authority and Term
- 3 - Management Rights
- 4 - Grievance Procedures
- 5 - Prohibition of Strike
- 6 - Wages
- 7 - Court Time
- 8 - Vacation Leave
- 9 - FOP Business Leave Time
- 10 - Health and Dental Coverage
- 11 - Uniform Cleaning Allowance
- 12 - Lost or Destroyed Personal Property
- 13 – Bulletin-Board
- 14 - Overtime/Callback time
- 15 - Holidays
- 16 - Dues Check Off
- 17 - Conflict With Other Provisions
- 18 - Savings Clause
- 19 - Negotiations During Term of Agreement
- 20 - Longevity
- 21 - Incentive Pay
- 22 - Working Out of Classification
- 23 - Field Training Officer
- 24 - Discipline and Due Process
- 25 - Substance Abuse Testing and Treatment
- 26 - Sick Leave
- 27 - Shift Assignment
- 28 - Annual Training
- 29 - Americans with Disabilities and Family Leave
- 30 - Seniority
- 31 - Detective Division
- 32 - Firearms Incentive
- 33 – Light Duty Policy

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF YUKON
AND
THE FRATERNAL ORDER OF POLICE
LODGE # 173**

This collective bargaining agreement is entered into by and between the City of Yukon, hereafter referred to as "Employer," and the Fraternal Order of Police, Lodge #173, hereafter referred to as "FOP."

**ARTICLE 1
RECOGNITION**

Section 1. The Employer recognizes the Fraternal Order of Police, Lodge #173, as the sole and exclusive bargaining agent for those Employees in a unit consisting of all permanent, full-time police Officers employed by the Employer who hold commissions and who have the authority to execute warrants of arrest, hereafter referred to as "Employee," "unit member," or "member," but excluding the Chief of Police and his one designated administrative assistant, and excluding all Dispatcher and Office Clerical Employees.

**ARTICLE 2
AUTHORITY AND TERM
FY 2016/2017**

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

Section 2. This agreement shall be effective on July 1, 2016 and shall remain in full force and effect until the 30th day of June, 2017.

Section 2.1. This Agreement shall automatically extend for one year terms after June 30, 2017.

Section 2.2. The parties agree that the provisions of 11 O.S. Section 51-112 shall govern with regard to the F.O.P.'s obligation to serve written notice of request for collective bargaining.

Section 3. For so long as the FOP remains the bargaining agent of the Employees covered by this agreement, upon request of either party, given not more than ninety (90) days and not less than thirty (30) days, before the expiration date of this agreement or as required in Section 4 below, the parties will meet at reasonable times and confer in good faith within ten (10) days from the receipt of such notice, for the purpose of negotiating a subsequent collective bargaining agreement. The first meeting pursuant 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 FOP to serve written notice of Request for Collective Bargaining upon the Employer on or before February 1st so that monies can be appropriated by the Employer to cover the subsequent contract period which is the subject of the collective bargaining procedure.

**ARTICLE 2
AUTHORITY AND TERM
FY 2017/2019**

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

Section 2. City acknowledges notice of bargaining for an FY 2017-2019 CBA by the FOP pursuant to the terms of the Fire and Police Arbitration Act. The parties have engaged in bargaining and have reached an agreement for FY 2017/2018 and all issues included in this CBA are resolved issues for FY 2017/2018. In addition the parties have agreed to a CBA for FY 2018/2019 which is subject to the appropriations specified below. This Agreement shall be effective on July 1, 2017 and shall remain in full force and effect until the 30th day of June, 2019. The parties agree that the monetary portions of the Agreement for FY 2018/2019 are subject to the appropriation of adequate and sufficient funds by the City at the beginning of the City's 2018/2019 fiscal year. In the event that the City is unable to or fails to appropriate adequate and sufficient funds by June 21, 2018, for the term of the 2018/2019 Agreement, the one hundred twenty (120) day notification period required by the Fire and Police Arbitration Act and the notice requirement set forth in Section 4 below will be waived and the City and the Union will immediately enter into good faith collective bargaining for the 2018/2019 fiscal year on monetary issues only, all other terms and conditions of the Agreement will remain unchanged. Any agreement reached on monetary issues will be effective as of July 1, 2018.

Section 2.1. This Agreement shall automatically extend for one year terms after June 30, 2018.

Section 2.2. The parties agree that the provisions of 11 O.S. Section 51-112 shall govern with regard to the F.O.P.'s obligation to serve written notice of request for collective bargaining.

Section 3. For so long as the FOP remains the bargaining agent of the Employees covered by this agreement, upon request of either party, given not more than ninety (90) days and not less than thirty (30) days, before the expiration date of this agreement or as required in Section 4 below, the parties will meet at reasonable times and confer in good faith within ten (10) days from the receipt of such notice, for the purpose of negotiating a subsequent collective bargaining agreement. The first meeting pursuant 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 FOP to serve written notice of Request for Collective Bargaining upon the Employer on or before February 1st so that monies can be appropriated by the Employer to cover the subsequent contract period which is the subject of the collective bargaining procedure.

ARTICLE 3 MANAGEMENT RIGHTS

Section 1. The FOP recognizes that the City has exclusive right to operate and manage its affairs and direct its work force in all respects in accordance with its responsibilities, and the power of authority which the City has not officially abridged, deleted, or modified by this agreement, is retained by the City.

Section 2. Nothing herein contained shall be construed or interpreted so as to infringe upon or remove the prerogatives of the City of Yukon to operate and manage its affairs in all respects in accordance with its responsibilities and power of authority, nor shall the right to collective bargaining extend to such matters.

Section 3. The Employer retains the right, in accordance with the code and charter of the City of Yukon and applicable State laws as interpreted by the appropriate court:

- A. The City expressly reserves the right, at its discretion, to plan, direct, and control all operations relating to the Police Department, and to hire, discipline, suspend or discharge any member of the Yukon Police Department. The City shall not exercise any of its rights in an arbitrary or capricious manner, and the exercise of the City's rights under this contract shall be subject to review of the grievance and arbitration procedures.
- B. The City shall have the exclusive right to determine the source or sources from which new applicants for work in the Yukon Police Department shall be secured, and shall be the sole judge of qualifications of Employees for hiring with the City; subject to existing ordinances, state law, and the Grievance Procedures set forth in this Agreement.
- C. To maintain the efficiency of government operations entrusted to it.
- D. To determine the methods, means, and personnel by which its' operations are to be conducted; and to develop and implement departmental policies and procedures as appropriate.
- E. To take whatever action may be necessary to carry out the mission of the City in situations of emergency.
- F. Except as specifically modified by this Agreement, all the rights, powers and authority the City had prior to the signing of this Agreement are retained by the City and remain exclusively and without limitation within the rights of the City.
- G. Mutual Responsibility - The City and the FOP agree that for the duration of this Agreement, neither the City nor its agents, nor the FOP nor its agents or members, shall discriminate against any Employee because of their membership or non-membership in the FOP.

Pursuant to Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991; the Americans with Disabilities Act; the Family and Medical Leave Act of 1993; the Guidelines, Rules and Regulations of the Equal Employment Opportunity Commission; State of Oklahoma Human Resources Department Directives; the City of Yukon Policy on Equal Opportunities; and any amendments thereto, each party recognizes itself to be legally bound to initiate and further the quality of employment for all persons receiving beneficial rights under this Agreement.

Section 4. During the term of this CBA and Subject to an agreement of the parties, the Employer may implement furloughs or merit freezes as an alternative to reduction in force measures as outlined in this contract, at any time of financial crisis, subject to the provisions of this Agreement.

ARTICLE 4 GRIEVANCE PROCEDURES

Section 1. Grievances contemplated by this article shall be defined as any controversy between the Employer and the FOP, or any Employee covered by this agreement, concerning the interpretation or application of any provision of this agreement, or concerning any of the terms or conditions of employment contained in this agreement. A grievance must be filed, if at all, within fifteen (15) normal business days, which are Monday through Friday (excluding weekends and holidays), of the incident giving rise to the grievance and shall be made in writing on the prescribed form.

NOTE: The fifteen (15) days start upon receipt of the written letter, reprimand or other form of discipline signed by all parties such as the Chief of Police and the City Manager and the member when there is written documentation that requires signature of all necessary parties.

Note: Where written responses to any step of the grievance procedures are required to be delivered to the employee and/or FOP, service may be accomplished by personal service or by signed receipt in memo form signed by the employee or FOP President or in his absence, any member of the FOP Executive Board.

Section 2. The bargaining agent, any member of the bargaining unit, Employee or the Employer may present a grievance. If the Deputy Chief has immediate supervisory responsibility, the member/employee will initiate Step One with him. The procedure of resolution of a grievance shall be as follows:

A. Step One – Deputy Chief

Step One is the initial action that is to be taken with respect to a written grievance. A grievance submitted in writing by or on behalf of any such member shall be submitted to the Deputy Chief. The Deputy Chief shall review the grievance and file a written response determining the grievance as approved or denied within ten (10) business days after receipt of the grievance, a copy of such response shall be personally delivered to the member submitting the grievance and on whose behalf the grievance was submitted. If the Employee, is not satisfied with the written response of the Deputy Chief, then they may proceed (advance to) Step Two of the grievance procedure within ten (10) business days after the date of the Deputy Chief's response and the Employee's receipt thereof.

B. Step Two - Chief of Police

Step Two shall be initiated if the Employee is not satisfied with the results of Step One, and elects to appeal the Deputy Chief's decision to the Chief of Police within the time limit prescribed above.

The Chief of Police shall investigate the matter and shall hold a grievance meeting within ten (10) business days after receipt of the grievance. Both the

Employee and the City shall have the right to call such witnesses as are necessary for investigation and explanation of the grievance.

The Chief of Police shall file a written response to the grievance with the City Manager within ten (10) business days after receipt of the grievance, or within ten (10) business days after the date of the grievance meeting (whichever is later). A copy of such response shall be personally delivered to the member submitting the grievance and on whose behalf the grievance was submitted. The Chief of Police written response shall affirm, amend, or reverse the decision of the Deputy Chief or Captain. If the Employee is not satisfied with the written response of the Chief of Police, they may advance to Step Three of the grievance procedure within ten (10) business days after the date of the Chief of Police response and the FOP or the Employee's receipt thereof.

C. Step Three - City Manager

Step Three shall be initiated if the Employee is not satisfied with the results of Step Two and elects to appeal the Chief of Police decision to the City Manager within the time limit prescribed above.

The City Manager shall review the grievance, along with all pertinent information and correspondence to date. The City Manager may, at the Manager's discretion, schedule and hold a grievance meeting within ten (10) business days after receipt of the grievance. Either the City Manager or a designated representative may conduct this grievance meeting. Both the Employee and the City shall have the right to call such witnesses as are necessary to the investigation and explanation of the grievance.

D. If the grievance is not settled in Step Three the grievance may, by mutual agreement of both parties, be submitted, within ten (10) business days, for mediation to a Mediator of the parties' choosing or to the Federal Mediation and Conciliation Services (FMCS). If the parties request federal mediation services, a mediator assigned shall assist in resolving the grievance at this level. The parties will each select one representative to present their respective party's position to the mediator. Each party shall also be represented by at least one individual with the authority to bind that party to any agreement reached as a result of mediation. Each party shall present a summary of its position to the mediator; such presentation shall be limited to one hour per side. The presentation shall include a summary of the relevant facts. If, at the conclusion of the hearing, the parties have not settled the grievance, the mediator will advise the parties jointly that resolution was not achieved. He or she shall make no other report to the parties. The procedure set forth in this step shall not delay the procedure in Step Four unless mutually agreed to by both parties.

E. Step Four - Arbitration

If the decision of the City Manager does not satisfactorily settle the grievance, then the Employee and the FOP may request arbitration of the grievance by written request to the Employer within ten (10) business days following the FOP

or Employee's receipt of the answer in Step Three. (NOTE: Employee may continue with or without FOP representation.)

NOTE: When a dispute arises where the Employer initiates a grievance against the FOP, the Employer may enter the grievance procedure at Step Three. When the FOP files a grievance against the Employer on behalf of all the members of the bargaining unit, the FOP may initiate the grievance with Step Three.

Section 3. Any grievance not presented within the time limit set forth above shall be forfeited and waived by the grieving party. The Chief of Police and City Manager shall provide the FOP and or Employee with a written response stating the grievance is approved or is denied.

Section 4. The jurisdiction for the Arbitrators shall be limited to the issues pertaining to the definition and intent of Section 1 of this Article.

Section 5. The arbitration panel shall consist of three (3) arbitrators. Within five (5) business days from the request for arbitration, the Employer and the FOP shall each name one (1) arbitrator. The two arbitrators so selected shall, within five (5) business days, select a neutral third arbitrator by mutual agreement. Failure of the arbitrator named by the grieving party to contact the arbitrator for the responding party within ten (10) business days of first notification shall be deemed an abandonment of the request for arbitration and the grievance shall be deemed withdrawn. In the event the two arbitrators are unable to mutually agree upon a third arbitrator, they shall make a request to the Director of the Federal Mediation and Conciliation Service to provide a list of seven (7) names of prospective arbitrators. Within five (5) business days after receipt of the list, the two arbitrators already selected shall alternately strike names until one (1)-arbitrator remains, with the Employer making the first strike from the list. The third arbitrator selected shall chair the arbitration panel.

NOTE: Time limits surrounding the selection of the arbitration panel and the conduct of the hearing may be extended by mutual agreement of the parties.

Section 6. The decision of the arbitration panel shall be final and binding upon both parties. The arbitration panel must base its decision on the facts as ascertained by it, evidence entered at the hearing, and the terms of this agreement. It shall have no power to render a decision, the effect of which would change or modify any provision of this agreement.

Section 7. At any step of this grievance procedure, the Executive Board of the local FOP shall have the authority to decline to process a grievance, complaint, or dispute that lacks merit or lacks jurisdiction under the terms of this agreement to the satisfaction of the local FOP's Executive Board. The grievant shall retain the right to process the grievance pursuant to this Article.

Section 8. The fees and expenses for the neutral arbitrator shall be borne equally by both parties. Any separate expenses incurred by the FOP will be borne by the FOP, and any separate expenses incurred by the Employer will be borne by the Employer.

ARTICLE 5 PROHIBITION OF STRIKE

Section 1. The Employees covered by this agreement shall have no right to engage in any work stoppage, slowdown or strike.

ARTICLE 6 WAGES

Section 1. All matters pertaining to wages of Employees during the term of this agreement shall be governed by the Police Pay Plan, which is attached hereto, marked "Attachment A," and made a part of this agreement as if set out in its entirety and subsequent articles of this agreement.

Section 2.

- A. The Employer shall establish written standards of performance (standards of performance) against which each Employee's job performance shall be measured and upon which each Employee's merit raise shall be awarded (job evaluation), and a written system for awarding merit increases based upon the job evaluation scores of all the Employees (awards system). To assist the evaluator with the Employee's evaluation, the City shall establish a standardized evaluation grading scale, which shall include all evaluations of Employees covered by this agreement.
- B. Both the standards of performance and the awards system shall be posted on the bulletin boards of the Police station.
- C. Each Employee shall be entitled to see his job evaluation and the award system, reflecting the job evaluation scores of all Employees.
- D. Each Employee's job evaluation shall be made in the sole discretion of the Employer.
- E. Each employee shall receive compensation equal to 1/52 of his or her annual salary, in accordance with Attachment A., payable on his or her birthday, effective July 1, 2000.

Section 3. The Employer agrees to pay the amount stated below to each Employee in accordance to the shift that the Employee has been assigned, to-wit:

Night: Pay plus fifty (50) cents per hour
Day: Straight pay
Evenings: Pay plus fifty (50) cents per hour

Individuals assigned to a shift will be paid according to the pay differential paid to that shift. Individuals on leave will still be paid whatever prevailing wage is for the shift to which he is assigned. When an individual is on Light Duty, in accordance to Article 33, and working normal business hours, Monday through Friday, they will not be paid a shift differential.

ARTICLE 7

COURT TIME/TRAVEL TIME

Section 1. All time which an Employee spends traveling to and from Municipal or District Court or a Department of Public Safety Administrative hearing, and the time spent in attendance at court (i.e.: City, state, federal, or Department of Public Safety hearings), while the Court is in session at the trial of the case at which the Employee is required to attend, shall be paid for at the Employee's regular hourly rate. If such time is outside the Employee's regular shift or on his/her regularly scheduled days off, and the Employee's attendance is required either by the Employer or by subpoena, he will be paid for a minimum of two (2) hours, at one and one-half (1 ½) times the Employee's regular hourly rate. If an employee is on duty and his regular shift ends while in attendance at Court, the employee will be paid at one and one-half (1 ½) times the employee's regular hourly rate for that time after the regular shift ended. Upon request, Employee shall provide written verification of necessity of attendance.

Section 2. Dividing the Employee's annual salary by 2,080 shall derive hourly pay.

Section 3. Employee shall be compensated for travel time outside of their regularly scheduled hours. Approved training shall be considered a full shift and shall be compensated as a full shift.

ARTICLE 8 VACATION LEAVE

Section 1. Each Employee shall earn vacation leave time as follows:

- A. Employees with less than five (5) years of continuous service with the Employer shall accrue thirteen (13) days of vacation per year, beginning with the first full month of service (4 hours per pay period).
- B. Employees with more than five (5) and less than ten (10) years of continuous service with the Employer shall accrue sixteen (16) days of vacation per year, beginning with the first full month of service (4.92 hours per pay period).
- C. Employees with at least ten (10) years, but less than fifteen (15) years of continuous service with the Employer shall accrue nineteen (19) days of vacation per year (5.85 hours per pay period).
- D. Employees with at least fifteen (15) years of continuous service with the Employer shall accrue twenty five (25) days of vacation per year (7.69 hours per pay period).
- E. Employees assigned to work a 10 hour shift with less than five (5) years of continuous service shall accrue thirteen (13) days of vacation per year, beginning with the first full month of service (10.8 hours per month).
- F. Employees assigned to work a 10 hour shift with more than five (5) years but less than ten (10) years of continuous service shall accrue sixteen (16) days of vacation per year, beginning with the first full month of service (13.33 hours per month)
- G. Employees assigned to work a 10 hour shift with more than ten (10) years but less than fifteen (15) years of continuous service shall accrue nineteen (19) days of vacation per year, beginning with the first full month of service (15.83 hours per month).
- H. Employees assigned to work a 10 hour shift with at least fifteen (15) years of continuous service shall accrue twenty-five (25) days of vacation per year (20.83 hours per month).

Section 2. The maximum amount of vacation leave that may be accrued by an Employee shall be as follows:

- A. A maximum amount of twenty-four (24) days of vacation leave may be accumulated during the first five (5) years of employment.

- B. A maximum amount of thirty (30) days of vacation leave may be accumulated by an Employee with at least five (5) years, but less than ten (10) years of employment.
- C. A maximum of thirty-six (36) days of vacation leave may be accumulated by an Employee with at least ten (10) years, but less than fifteen (15) years of service.
- D. A maximum of forty-eight (48) days of vacation leave may be accumulated by an Employee with fifteen (15) or more years of service but less than twenty (20) years.
- E. A maximum of 500 hours of vacation leave may be accumulated by an Employee with at least twenty (20) years of service.
- F. Provided adequate manpower is available, an Employee may take vacation leave by providing the Employer with forty-eight (48) hours' notice and shall take vacation time in increments of not less than two (2) hours.
- G. The Employer shall note on each paycheck stub the current amount of vacation and sick leave due to each Employee.

ARTICLE 9 FOP BUSINESS LEAVE TIME

Section 1. Members of the Fraternal Order of Police designated by the President to attend or conduct official F.O.P. business shall be provided a total of One Hundred Sixty: (160) hours of compensated leave time (not to include contract negotiations) during the term of this agreement. If the FOP has a member serving on the National FOP or Oklahoma State FOP and/or FOP Labor Council Executive Board, the FOP will receive an additional sixty (60) hours of compensated leave time. The F. O. P. must give at least twenty-four (24) hours' notice to the Employer before the time will be compensated, provided that adequate manpower is available, as approved by the Chief of Police. If during the course of negotiations, a negotiation sessions lasts more than four (4) hours, employees required to work a shift within four (4) hours of the end of the negotiations session, will be allowed to take FOP leave without providing twenty-four (24) hours notice to the Chief of Police, provided the shift is otherwise adequately staffed.

Section 2. Each of the parties shall be limited to the following negotiation committees:

One Chief Spokesman
One Note Taker
Two General Members

Only two (2) members of the FOP committee shall be paid if on duty.

Section 3. Each party may have alternates who may attend negotiating sessions if one of the regular members is absent, except for the chief spokesman who shall not be excused except in cases of emergency.

Section 4. Documentation of any education received by a member while on FOP leave shall be provided to Employer within ten (10) days of receipt.

ARTICLE 10 HEALTH AND DENTAL COVERAGE

Section 1. Health insurance coverage shall be available to each Employee and his or her dependents through the City from the insurance company currently under contract to provide such insurance.

Section 2. Dental insurance coverage shall be available to each Employee and his or her eligible dependent(s) through the City from the dental insurance company under contract with the City to provide such coverage.

Section 3. Health coverage shall also be available to each Employee and his or her dependents through the City from the health insurance provider currently under contract to provide such coverage.

Section 4. The Employer shall pay 100% of the cost of the health and dental coverage for each Employee and 100% of the cost of dependent dental coverage for each Employee, provided the Employee elects to take dependent health insurance coverage.

Section 5. For those members enrolled for family coverage, the City shall deduct the amount of One Hundred Thirty Three dollars (\$133.00) from each pay check. Those members not utilizing the family coverage will not receive any additional funds to the "Share the Savings" incentive.

Section 6. Retired employees and their dependents will be allowed to continue to participate in the group health and dental insurance programs up until they reach the age of sixty-five (65). The retired employee will be required to pay 100% of the total premium, plus a 15% administrative fee. The retired employee and their dependents must be covered under the insurance program prior to retirement, comply with all provisions of the program, and if the retired employee is covered by Medicare coverage they may participate in the employers insurance program. However, Medicare will be considered their primary coverage and the Cities will be considered their secondary coverage.

ARTICLE 11 UNIFORM CLEANING ALLOWANCE

Section 1. The parties have negotiated regarding a separate payment to employees for uniform cleaning allowance. An amount has been included in the pay plan, "Attachment A," instead of a separate payment to employees. The parties agree that there shall be no payment made to employees for uniform cleaning allowance.

Section 2. Employees hired, as Police Officers shall be provided uniform items as listed in "Attachment B" of this contract upon hire.

Section 3. Seasonal uniform items as listed in "Attachment B" of this contract shall be provided to Employees on an as needed basis. Should the Department, by order of the Police Chief, change from one seasonal uniform to another, the Employer shall provide affected Employees with necessary uniform items to comply with the Chief's order.

Section 4. The Employer shall replace all uniform items listed in "Attachment B" of this contract as they become worn beyond use, destroyed while in performance of duties for the Yukon Police Department, or damaged beyond repair while in the performance of duties for the Yukon Police Department. All uniform items to be replaced shall be turned in to the Employer upon receipt of the replacement item. Uniform items destroyed or damaged by Employees while not in the performance of their duties for the Yukon Police Department shall be replaced at the expense of the Employee.

Section 5. The Employer reserves the right to outfit all Employees with uniform items it has in stock. Upon separation from employment with the Employer, Employees shall return all uniform items purchased by the Employer to the Employer, which has not been turned in previously.

Section 6. Non-uniform (Detective) Employees shall receive \$1000.00 per fiscal year for purchase of clothing used in the performance of duties for the City of Yukon. Sections Two (2), Three (3), and Four (4) shall not apply to non-uniformed Employees. Employees who separate from employment for any reason with the Yukon Police Department shall not be required to turn in non-uniform clothing items. They shall, however, be required to turn in all uniform items listed in "Attachment B" of this agreement that were issued to them. For Internal Revenue Service purposes, the non-uniform employees understand the \$1,000.00 received may be reported as additional income received. Receipts for the purchase of clothing pursuant to this article shall be provided to the employer. The Chief of Police may establish a required dress code for non-uniformed employees.

ARTICLE 12

LOST OR DESTROYED PERSONAL PROPERTY

Section 1. The Employer will pay to an Employee 90% of the value of any watch, corrective lenses or weapon which is stolen, lost, damaged or destroyed in the line of duty and not due to the negligence of the Employee, up to a maximum of \$500.00 per Employee per item.

Section 2. All items stolen, lost, damaged or destroyed in the line of duty, which are covered by insurance, shall be compensated only after a settlement has been received from the insurance company. At that time, the Employer shall pay to the Employee 90% of the uncompensated balance, up to a maximum of \$500.00.

Section 3. The Police Chief or his designee in writing must approve all personal property used while on duty for use in order to be covered by this article.

ARTICLE 13 BULLETIN BOARD

Section 1. The FOP may install, at its own expense, one bulletin board on space provided by the Employer. The use of the bulletin board shall be limited to FOP notices and other official FOP business. Any unauthorized material appearing on the bulletin board will be removed by FOP Officers upon request by the Employer, or may be removed by the Employer after having conferred with the FOP representative. Twenty-four hour access will be provided to both parties.

ARTICLE 14 OVERTIME/CALLBACK TIME

Section 1. All time which an Employee is required to work outside the Employee's regular shift, and in excess of one hundred sixty (160) hours in any 28 day work period, shall be considered overtime and shall be compensated as specified in Section Three (3) of this article, in compliance with Fair Labor Standards Act.

Section 2. A minimum of two (2) hours shall be allowed for any Employee who is called back to work after completing a regular shift, or when on his or her own scheduled days off.

Section 3. Compensation for overtime shall be in the form of compensatory time at the rate of one and one half (1½) hours for each hour worked, OR cash payment at the rate of one and one half (1½) times the Employee's regular hourly rate of pay. Each Employee will select their option.

Section 4. Once compensatory time is selected, it may only be converted to pay upon separation from employment. A maximum of eighty eight (88) hours compensatory time may be accrued.

Section 5. Scheduled overtime shall be worked only by written authorization of the Shift Supervisor, subject to approval by Chief of Police. Special events, such as Czech Day, Fourth of July, Chisholm Trail Festival or any known scheduled events requiring employees to work on regularly scheduled days off to accommodate a special event, shall be compensated as specified in Section Three (3) of this article. Regular scheduled days off shall be defined as approved and scheduled vacation, holiday, or compensatory time and normal scheduled days off throughout the rest of the year, (i.e.) during six months rotation normally have Thursday and Friday off, then to accommodate a special event, the employee is required to work on Friday this would be covered as in Section Three (3).

Section 6. For emergency call back, the City's new Connect-CTY notification system will be used to notify all officers at once. The first officers that would call in and accept the overtime would be given the positions depending upon the number required. For shift coverage, when shortages are known in advance Officers assigned to that shift will be offered overtime assignments first. Shift vacancies which occur prior to the beginning or during the shift shall be filled by using the Connect-CTY system to call the shift closest to the time that the vacancy occurs, followed by the next scheduled shift, until the vacancy has been filled.

ARTICLE 15 HOLIDAYS

Section 1. The Employer recognizes the following as paid holidays:

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- Christmas Day
- Floating Holiday

Section 2. When a holiday falls on a regularly scheduled day off or vacation period, or when it is necessary to schedule work on the holiday, then compensatory time off will be scheduled by the shift supervisor and approved by the Police Chief.

Section 3. Any Employee who works a shift on a holiday will receive compensation at time and one half (1 ½) his regular rate for the time actually worked plus an additional shift off to be used at a later date. An Employee credited with time off under this section will be allowed to carry a maximum of three (3) shifts of holiday time accrued under this section during the fiscal year. The Employee will be required to make a concerted effort to take all accrued holiday time earned under this section by the last quarter of the fiscal year in which it is accrued. In the event the Employee requests to take the time off and his request is denied due to staffing needs, the Employee may carry over up to three (3) shifts of holiday time earned under this section into the next fiscal year. If the Employee is unable to take the leave due to manning issues, the Employee will be paid for the unused holiday leave during the next pay period following September 30th of the new fiscal year.

Section 4. Officers that are scheduled to work on Christmas or Thanksgiving holidays will receive pay at two times (double time) their regular pay and an additional shift off to be scheduled at another time (in the 28 day work period if possible).

ARTICLE 16 DUES CHECK OFF

Section 1. The Employer agrees to deduct regular monthly Union dues from earned wages of those Employees who are members of the FOP. The deduction shall be made from each paycheck in an amount certified to be current by the Secretary/Treasurer of the Local FOP. A check for the total deductions will be mailed to the Treasurer of the FOP no later than fifteen (15) calendar days after the deductions are made. Fifteen (15) days prior to the first payroll deduction of FOP dues, the Employee shall individually sign an authorization card provided by the FOP and approved by the Employer, authorizing that the stated monthly dues deduction be made. The payroll deduction shall be revocable by the Employee notifying the Employer in writing. The FOP shall be notified of any revocation.

Section 2. The Employer will deduct only Union dues from the Employee's paycheck and will not deduct initiation fees, special assessments, fines or any other deductions other than for dues. In the event of an increase or decrease in Union dues, the FOP will give the Employer thirty (30) days' written notice of the amount of such change in order to allow the Employer to make the proper changes in its accounting records. No deductions will be made when the salary to be paid an Employee is not sufficient to cover the amount deducted.

Section 3. The Employer will provide the FOP Treasurer with a detailed report showing individual Employee's name and deduction amount at the time of payment.

Section 4. All deductions will be for the month in which they are taken. The FOP will refund all deductions refundable at the time of termination or resignation. The Employer shall not be responsible for errors. In the case of an error or improper deduction made by the Employer, an adjustment shall be made between the FOP and its member.

Section 5. The FOP shall indemnify, defend and hold the Employer harmless against any claims made and against any suits instituted against the Employer on account of payroll deductions of FOP dues.

Section 6. The FOP shall pay the Employer five and one-half percent (5 ½ %) of the dues deducted or \$1.75 (one dollar and seventy-five cents) for the first deduction; whichever is less, and \$0.75 (seventy-five cents) per each any additional deductions, as administrative costs.

ARTICLE 17
CONFLICT WITH OTHER PROVISIONS

Section 1. In the event any provision of this agreement is different than or in conflict with any other employment provision or policy set by the Employer, then this agreement shall apply to the Employees covered by this agreement.

ARTICLE 18 SAVINGS CLAUSE

Section 1. Should any article, section or portion of this agreement be held unlawful or unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof directly specified in the decision, and upon the issuance of such decision, the parties agree immediately to negotiate a substitute for the invalidated article, section, or portion thereof.

ARTICLE 19

NEGOTIATIONS DURING TERM OF AGREEMENT

Section 1. The parties acknowledge that during the negotiations which resulted in this agreement, each had the right and opportunity to make requests and proposals with respect to any subject or matter in the area of proper and legal collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Employer and the FOP, for the life of this agreement, each voluntarily and unqualifiedly, waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter pertaining to the employment relationship between the Employer and Employees covered by this agreement, even though such subject or matter may not have been within the knowledge or contemplation of any or all of the parties at the time that they were negotiated or the time this agreement was signed.

Section 2. Without limiting the waiver set forth in Section 1 of this article, and without compulsion to arrive at any agreement, the parties agree that the City Manager or his designee and a representative of the Employees will meet, upon request from either of those persons, not more frequently than once each calendar month and for not longer than two (2) hours for the purpose of discussing the administration of the terms of this agreement. For the purpose of the Agreement, consultation is defined as mutual discussion of matters appropriate for consultation, which are within the discretion of the parties in an effort to reach mutual understandings, receive clarification and/or information affecting Employees covered by this agreement.

Section 3. The parties recognize the rights and obligation pursuant to title 11 O.S. 51-111 commonly referred to as "prevailing rights."

Section 4. The Employer agrees to serve written notice to the FOP if modification to the policies is required due to changes in Federal or State regulations, statutes, or by decisions rendered by Courts having jurisdiction. The notification will allow for meetings and conference sessions. The notifications will be made ten (10) business days after receipt of the regulations or statutes that affect the required changes.

ARTICLE 20 LONGEVITY

Section 1. The City of Yukon shall establish a longevity pay system for eligible unit members to begin with the effective date of this agreement.

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

Section 3. Each eligible member shall receive his or her longevity payment once annually, during the month containing his or her anniversary date of hire.

ARTICLE 21 INCENTIVE PAY

Section 1.

A. Members employed by the City on July 1, 2002 who have earned a degree or are currently and actively enrolled in a degree program from any accredited college shall receive educational incentive pay as follows upon presenting proof of completion of the degree to the employer:

Associate Degree.....	\$600
Bachelor Degree	\$1200
Master Degree	\$1800

B. Members employed by the City after July 1, 2002 who have earned a degree from any accredited college, and members who begin pursuing a degree program after July 1, 2002 from any accredited college, shall receive educational incentive pay as follows upon presenting proof of completion of the degree to the employer.

Associate Degree.....	\$400
Bachelor Degree	\$500
Master Degree	\$600

If the degree is related to the member's employment with the City of Yukon, as determined by the City Manager or his designee, the educational benefit shall be:

Associate Degree.....	\$800
Bachelor Degree	\$1400
Master Degree	\$2000

C. Members who have earned the Intermediate and Advanced Certification by the Council of Law Enforcement and Education shall receive Certification pay as follows upon presenting proof of completion of the certification to the employer:

Basic.....	\$0.00
Intermediate.....	\$300.00
Advanced	\$600.00

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 Certification at the highest level and will pay only the incentive for the highest Certification earned during the term of this agreement.

Section 2. Credits for each degree must be from an accredited college or university equal to those accredited by the North Central Accrediting Agency.

Section 3. Payment for educational and Certification incentive pay will be made in October of each fiscal year. Payment will be made by separate check.

Section 4. Employees who meet the following criteria shall receive an incentive payment of \$100.00 per fiscal year, to be paid by separate check in March, any member who holds more than one of the listed or approved rating shall be paid the \$100.00 plus \$50.00 for any additional area of instruction:

- A. Specific designation by the Chief of Police; and
 - 1. Certified C.L.E.E.T. instructor; or
 - 2. Certified instructor of any agency approved in writing by the Chief of Police; or
 - 3. Intoxilyzer Specialist

Section 5. Copies of certifications set forth in Section 4 shall be on file with the Personnel Department prior to any payment.

Section 6. The City shall pay to all Employees who are certified as an Emergency Medical Technician (EMT) an incentive pay of \$650.00 per year. Copies of current state license certifications for EMT shall be on file with the Personnel Department prior to any payment.

Section 7. The City of Yukon recognizes that educational development encourages upward mobility and allows Employees to grow and develop in their present position.

- A. The maximum amount the City will reimburse tuition expended by an Employee is not more than Two thousand five hundred dollars (\$2,500.00) per fiscal year.
- B. Employees will be eligible for tuition reimbursement under the following guidelines:
 - 1) Tuition refunds will be granted only to full time Employees who have completed at least one (1) year of service prior to the date on which the course begins.
 - 2) Courses must be offered by accredited institutions.
 - 3) Courses must contribute toward the Employee's declared major or job performance related. Employee's declared major shall be directly related to Law Enforcement and a degree plan shall be submitted prior to any reimbursement.
 - 4) A GPA of 2.0 will receive 50%, A GPA of 2.5 will receive 75% and a GPA of 3.0 will receive 100% of the amount in Section 8 A.
 - 5) Professional development reimbursements for ninety percent (90%) of books and tuition, subject to available funding and statement of tuition costs and receipts.

- C. The resignation or discharge of an Employee automatically terminates their eligibility for benefits.
- D. If an individual obtains a degree that was paid for under this program, they are required to remain employed by the City of Yukon Police Department for at least three years. If they leave earlier than that they will be required to pay back the tuition reimbursement paid on their behalf beginning July 1st.

Section 8. Officers who speak a Foreign and/or sign language fluently will receive the following:

Intermediate	\$350.00/per year
Advanced	\$650.00/per year

Officers receiving such pay will be required to serve as interpreters on an as-needed basis. Officers must provide proof of fluency to the Police Chief or designee before interpretive pay will be approved. Fluency will be determined through a fluency exam administered by a College, Vo-Tech, University or other agency (at Officer's expense) mutually agreed to by the Police Chief. Callback will be paid as Article 14 states in the current collective bargaining agreement. Members who meet the qualifications will be paid by separate check in March of each fiscal year. The Chief of Police or his designee reserves the right to verify the authenticity of the certification. Any Officer who submits a falsified certificate is subject to disciplinary action.

ARTICLE 22 WORKING OUT OF CLASSIFICATION

Section 1. Any Sergeant or Lieutenant who has worked at the higher classification of Supervisor will be paid fifteen dollars (\$15.00) for every day worked at the higher classification in addition to their regular pay. Working out of classification means performing the duties or assuming the responsibilities of a higher ranking officer or position due to the absence of the officer. (Excluding regular scheduled days off, including vacations.)

Section 2. Any Corporal who has worked at the higher classification of Supervisor will be paid fifteen dollars (\$15.00) for any time worked at the higher classification in addition to their regular pay. Working out of classification means performing the duties or assuming the responsibilities of a higher ranking officer or position due to the absence of the Supervisor. (Regardless of regularly scheduled days off)

ARTICLE 23 FIELD TRAINING OFFICER

Section 1. Any time during the term of this agreement that a rookie Officer in the Field Training Program spends an entire shift with a Field Training Officer, and a daily observation report is completed, such Field Training Officer shall receive fifteen dollars (\$15.00) for the shift as compensation for the additional training duties. Payment shall be included in the regular paycheck.

Section 2. The Employer will announce any vacancies that occur in the position of Field Training Officer (FTO). Officers may submit applications to fill these vacancies within a reasonable time to be announced by the Employer.

All applicants for position of FTO must have a combination of three (3) years experience as a Patrol Officer that may include one (1) year prior experience with another agency and 2 years with the Yukon Police Department. Applicants and can have no suspensions or disciplinary probationary action in the last year. Applicants must have the supervisor's recommendation for the position he or she is applying for. All applicants must have the ability to attend and complete basic instructor development school, and the ability to attend and complete the required certification schools for the position in which they have applied. FTO must also have the ability to pass a test or tests that are determined to be appropriate and applicable for the position applied for. The Chief or his designee will administer the test or tests. After meeting and completing the above requirements, the applicant will attend and complete an oral review board selected by the Chief of Police or his designee as per policy regarding board selection in the area of FTO Officers. All applicants for the position of FTO must hold the rank of Corporal or Sergeant with the Yukon Police Department.

Section 3. The Field Training Officer may be removed by the Chief of Police if they do not perform up to standards in the Field Training program when instructing new officers, subject to grievance procedures.

Section 4. All Field Training Officers will be given a copy and instructed on training standards expected from them while training new officers.

Section 5. At the discretion of the Chief of Police, a Supervisor maybe used in an emergency situation.

ARTICLE 24 DISCIPLINE AND DUE PROCESS

Section 1.

GENERAL

A. The Chief of Police shall establish and maintain a system for the receipt of, Investigation and determination of complaints against Police Officers covered by this agreement that he receives from any person.

B. All members of the Yukon Police Department are subject to an internal investigation at the discretion of the Chief of Police when there is written documentation, which tends to indicate that an Officer may have violated an established City or Department Policy or procedure. The City of Yukon may make inquiry into matters, which come to its attention, which, if true, may be a violation of established City or Department Policy or Procedure, State or Federal law, when no written document exists.

C. Any Employee under an internal investigation who willfully provides false information to the investigating Officer shall be subject to disciplinary action up to and including discharge.

D. In order to properly delineate and protect the rights and responsibilities of the members of the Yukon Police Department with regard to disciplinary action which may affect wages, demotion or dismissal such investigation shall be conducted in a professional manner as set forth below.

E. Whenever a Police Officer is under investigation and is subject to interrogation for any reason (except a criminal investigation), which could lead to disciplinary action, demotion or dismissal, such interrogation shall be conducted under the following conditions:

Condition (i): The interrogation shall be conducted at a reasonable hour, preferable when the Officer is on duty, unless the seriousness of the investigation is of such a degree that an immediate action is required.

Condition (ii): The interrogation shall take place at the Yukon Police Department or at a location that is mutually agreed upon by both parties.

Condition (iii): The Officer under investigation shall be informed of the name of the person conducting the investigation and all persons present during the interrogation. All questions directed to the accused Officer shall be asked by and through one interrogator at any one time.

Condition (iv): Interrogation sessions shall be for reasonable periods of time and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.

Condition (v): The Officer under investigation shall not be subjected to offensive language or threatened with disciplinary action or dismissal. No promise or reward shall be made as an inducement to answering any questions. This provision does not, however, prevent the City or its agents from informing the Officer of the seriousness of the charges made against them.

Condition (vi): Either party may, at that party's sole expense, tape record the formal interrogation and at no time will there be unrecorded questions or statements. However, prior to the interrogation, an agreement may be reached by both parties that certain questions or statements for points of clarification may be unrecorded.

F. Employees who have been recommended for action affecting their wages shall be permitted to remain at work unless the Chief of Police feels such would be disruptive to the operation of the Department, in which the Employee may be suspended with pay through Step Three of the grievance procedure found in Article 4 of this contract. In making this decision, the Chief of Police shall confer with the affected Employee, at the affected Employee's request and give consideration to any feelings or opinions they have regarding their situation.

Section 2. CITIZEN'S COMPLAINT

A. Any citizen's complaint alleging serious wrongdoing on the part of any member of the Yukon Police Department covered by this agreement shall be the basis for disciplinary action, demotion, or dismissal, shall be taken under oath in the form of an affidavit, signed, sworn to by the complainant, and duly notarized.

B. The Officer being investigated shall be notified of the complaint and provided with copies of any sworn statements, unless allegations involve criminal misconduct that comes within the provisions set out below.

C. The accused Officer shall meet with the Chief of Police or his designee to discuss the contents of the complaint and shall cooperate fully with any investigation that is undertaken. The accused Officer shall have the right to have legal and/or FOP representation during this discussion. The accused Officer shall also submit a written statement responding to the allegations against him or her.

D. Any interrogation of the accused Officer, if required, shall be conducted in a reasonable manner and shall not commence until the Officer has received notice in writing as stated above. The investigating Officer shall threaten no Officer with punitive action or demotion. Except in the case of a criminal investigation, the accused Officer shall be given twenty-four (24) hours' notice before any interrogation is conducted.

E. If any witness statements are obtained as a part of the investigation, the accused Officer shall be furnished with copies (except in criminal investigations). Any disciplinary action arising from a formal complaint shall be administered within five (5) administrative workdays from the date the investigation is completed. The Chief of Police upon completion of the investigation shall notify the accused Officer of the results of the investigation.

F. If criminal charges are not filed, then the Employee who has been the subject of the investigation shall have the right to obtain copies of all investigative materials, not otherwise protected by law by requesting them in writing, from the Chief of Police.

Section 3. OTHER SOURCES OF INFORMATION

A. Allegations not the result of a citizen's complaint involving violation of any departmental rule regulation or policy shall be made in writing within five (5) business days from time assigned for investigation with sufficient specificity to fully inform the Officer of the nature and circumstances of the violation, in order that he or she may properly defend him or herself.

Section 4. CRIMINAL INVESTIGATION

A. If an Officer is arrested or likely to be arrested or is a suspected in any criminal investigation, he or she shall be accorded the same constitutional rights as are accorded to any citizen.

ARTICLE 25

SUBSTANCE ABUSE TESTING AND TREATMENT

Section 1. Policy Statement: The City recognizes the importance of having a drug and alcohol free workplace. The abuse of drugs, alcohol or other chemical substances endangers the safety of the public, the employee, and other City employees. The City recognizes that it is in its best interest, as well as the best interest of its employees and the public, to prevent and eliminate drug, alcohol and/or substance abuse in the work place. Any employee found using, possessing, selling, distributing or being under the influence of an illegal chemical substance and/or alcohol during working hours or while on City property or while using City equipment will be subject to discipline up to and including termination of employment.

Section 2. Effective Date: This policy will be effective ten (10) days after official posting at the Police Department and following distribution of the policy to all employees. In addition, a copy will be given to each applicant for employment upon receipt of a conditional offer of employment.

Section 3. Application: This policy applies to all Police Department employees as well as all applicants for employment once they have received a conditional offer of employment. This policy will comply with the Oklahoma Standards for Workplace Drug and Alcohol Testing Act, 40 O. S. §551 et. seq. (the "Act") as amended.

Section 4. Applicant Pre-Employment Testing: All applicants will undergo drug and/or alcohol testing following a conditional offer of employment but prior to final hiring and assignment. Refusal to undergo a test, or a positive test, will result in the City withdrawing its conditional offer of employment. In addition, adulteration of a specimen for a drug or alcohol test will be considered as a refusal to undergo a test.

Section 5. For Cause Testing: Drug and/or alcohol testing may be conducted on any employee at any time the City has reasonable suspicion that there is cause believe that an employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances:

- 5.1 Observation of drugs or alcohol on or about the employee's person or in the employee's vicinity;
- 5.2 Observation of conduct on the part of the employee that suggests that the employee is impaired or is under the influence of drugs or alcohol;
- 5.3 Receipt of a credible report of drug or alcohol use by an employee while at work;
- 5.4 Information that an employee has tampered with drug or alcohol testing at any time;
- 5.5 Negative job performance patterns by the employee; or

5.6 Excessive or unexplained absenteeism or tardiness.

The supervisor will verbally inform the employee of the reason for the test. Additionally, a written record of the situation leading to the drug or alcohol test will be created and signed by the supervisor(s) within 24 hours of the event. A copy of the report will be forwarded to the Human Resources Department.

The employee involved must stop work immediately and will be transported as soon as possible to the designated testing facility by a management/supervisory employee. The employee will not be allowed back to work until the results of the test are known.

Section 6. Post-Accident Testing: Post-Accident drug and/or alcohol testing may be conducted on an employee where there has been damage to City property or equipment while the employee was at work or the employee or another person has sustained an injury while at work. The post-accident test will be administered while the employee is still on duty or as close to as possible. No employee required to take a post-accident alcohol or drug test may use any alcohol or drugs, of any kind, following the accident until he/she undergoes the post-accident testing.

Section 7. Random Testing: The City may, at various times, require any member or all members of the bargaining unit to undergo drug or alcohol testing at random.

Section 8. Periodic Scheduled Testing: The City may require an employee to undergo drug or alcohol testing as part of a routinely scheduled employee fitness for duty examination or in connection with the employee's return to duty from a leave of absence due to an illness or injury.

Section 9. Post Rehabilitation Testing: The City may require an employee to undergo drug and/or alcohol testing, without prior notice, for a period of up to two (2) years after the employee's return to work following a confirmed positive test result or following participation in a drug or alcohol dependency program. Post – rehabilitation testing will be conducted in addition to any other testing the employee is subject to under this policy.

Section 10. Substance for Which Tests May be Given: The City reserves the right to test for all drugs and for the presence of alcohol. The test for drugs may include but not limited to: amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, illegal steroid or a metabolite of any of the above.

Threshold reporting levels will be those established and maintained by the Federal Department of Transportation and as utilized by the National Institute for Drug Abuse (NIDA). Any positive levels below those established reporting levels will not be reported to the City's Review Officer by the testing laboratory.

Section 11. Methods and Documentation: Collection, storage, transportation, testing facilities and testing procedures will be conducted in accordance with rules established by the State Board of Health. Samples may be collected on the premises of the City at its election. Body component samples will be collected with due regard to

the privacy of the individual being tested. In no case may any City employee directly observe collection of a urine sample. A written record of the chain of custody of the sample will be maintained until the sample is no longer required.

All sample testing will conform to scientifically accepted analytical methods and procedures. Testing will include confirmation testing of any positive test results by gas chromatography, gas chromatography-mass spectroscopy, or an equivalent scientifically accepted method of equal or greater accuracy as approved by the State Board of Health at the cut off levels as determined by the State Board of Health. In the case of the use of Breathalyzer testing method, no discipline may be imposed unless there is a confirmation test performed on a second sample that confirms the prior results.

An applicant or employee will be given the opportunity to provide notification of any information which he/she considers relevant to the test, including currently or recently used drugs or other relevant information. In the event that an employee wishes to challenge the results of the City's test, he/she may do so as provided in this policy. The employee must have had the sample collected within one hour of the City's sample and such retest must be in accordance with the standards set forth by the State Board of Health and in this policy.

Section 12. Costs: The City is responsible for all costs associated with drug or alcohol testing. However, if an employee or applicant requests a confirmation test of a sample within twenty-four (24) hours of receiving notice of a positive test result in order to challenge the results of the positive test, the employee or applicant is responsible for the cost of the confirmation test unless the confirmation test reverses the findings of the challenged positive test. In such case, the City will reimburse the person for the cost of the confirmation test.

Section 13. Refusing to Undergo Testing or Tampering with Sample: Employees refusing to undergo testing according to the terms of this policy will be subject to disciplinary action up to and including termination. Adulteration of a specimen or of a drug or alcohol test will be considered as a refusal to undergo a test and will result in disciplinary action up through and including termination of employment.

Section 14. Review Officer: The City will contract with a Review Officer who will receive confirmed positive test results from the testing facility and evaluate those results in conjunction with the subject employee and/or applicant. The Review Officer will be qualified by the Board of Health to receive, interpret and evaluate the test results. Upon receiving a confirmed positive test result, the Review Officer will contact the applicant or employee prior to notification of City officials. The applicant or employee will be given the opportunity to explain the test results.

Section 15. Confidentiality: The City will treat all tests and all information related to such test, as confidential materials. All records relating to drug testing will be kept separated from personnel records. The records are the property of the City but will be made available to the affected applicant or employee for inspection and copying upon request and will also be available for review by the City' Review Officer. Except as set forth below, the records will not be released to any person other than the

applicant or the employee without that person's express written permission. However, the City may release the records:

- a. To comply with a valid judicial or administrative order;
- b. As admissible evidence in a case or proceeding before a court of record or administrative agency if the employee or the City is named as a party in the case or proceeding; or
- c. To employees or agents of the City who need access to the records in connection with the administration of this Policy and the Oklahoma Standards for Workplace Drug and Alcohol Testing Act.

Section 16. Disciplinary Action: The City may elect to take disciplinary action, up to and including termination of employment, against an employee who: 1) tests positive for drugs and/or alcohol; 2) refused to test under this policy; or 3) adulterates a specimen for a drug or alcohol test.

16.1 Positive Test Results: The City will evaluate the employment history of any employee who tests positive for drugs and/or alcohol. The appropriate course of action will be determined based on the employee's total work record. Where deemed appropriate by management, an employee may be offered the opportunity to enter into a rehabilitation program. Continued employment will be contingent upon the successful completion of a rehabilitation program and an agreement to undergo periodic drug and/or alcohol post – rehabilitation testing for up to two (2) years. However, the City reserves the right to initiate disciplinary action, up to and including termination of employment, for the first positive test result. A decision regarding disciplinary action under this policy by management will be final and binding subject to the grievance process available to permanent full time members of the bargaining unit.

16.2 Employees who have tested positive, and who have been offered the opportunity to participate in a rehabilitation program in lieu of termination of employment, will not be allowed to return to work until they can provide a verified negative "return to work" test from a City approved facility. An employee may be allowed a maximum of 12 weeks to provide a verified negative "return to work" drug or alcohol test. If a negative test is not provided within 12 weeks the employee will be terminated from employment. Until a negative "return to work" test is supplied, the employee will be on leave without pay. However, an employee will be allowed to use accrued sick leave, compensatory time and vacation leave. An employee may request a "return to work" test no sooner than two weeks from a positive test result, and subsequently every other week thereafter, until a negative "return to work" test is obtained. Employees refusing to seek help or submit to testing in accordance with this policy will be subject to disciplinary action.

16.3 In the event the City does not terminate the employment of an employee who has a positive test result, the employee who enters a rehabilitation program after the positive test results will be permitted to do so only once. Any future recurrence for abuse with the same or any other substance will result in termination of employment.

16.4 An employee who is discharged from employment on the basis of refusal to undergo drug or alcohol testing or based on a positive drug or alcohol test will be considered as having been discharged for misconduct for the purpose of unemployment compensation and the City will protest any application for unemployment benefits.

Section 17. Prohibitions: No employee may report for duty within four hours after using alcohol or remain on duty while having an alcohol concentration of 0.04 or greater, and no supervisor will permit any employee to perform any work duties if the supervisor is aware the employee has an alcohol concentration of 0.04 or greater. No employee will be on duty or operate a City vehicle/equipment or perform job duties while in possession of alcohol nor use alcohol during duty time. Further, no employee may report for duty, drive a City-owned vehicle, operate City equipment or remain on duty when the employee has used any controlled substance, except when the use is pursuant to the instructions of a physician and where the physician has advised an employee the substance will not adversely affect an employee's ability to drive a vehicle or operate equipment. No supervisor having knowledge that an employee has used a controlled substance may permit an employee to be on duty or drive/operate any City vehicle or equipment.

Section 18. Responsibilities of Individuals: In order to comply with the provisions of this policy, each employee assumes the following responsibilities:

18.1 Working Under the Influence of Performance Impairing Medication: Employees who have been prescribed legal medications that might affect the safe performance of their duties are required to notify their supervisors prior to performing any hazardous or dangerous tasks.

18.2 Reporting to Work or Working While Impaired: Employees may not report to work and may not continue to work while impaired by any restricted substance identified in this policy.

18.3 Reporting Violations: The services provided by certain employees are performed, at times, under hazardous and dangerous conditions. Thus, employees are encouraged to come forward and report any violation of this policy to management. This information may be instrumental in the prevention of serious accidents and injuries on the job.

ARTICLE 26 SICK LEAVE

Section 1. Upon retirement from employment with the City of Yukon under Social Security, Worker's Compensation, Oklahoma State Police Pension, or Oklahoma Municipal Retirement Fund, and where the person retiring shall actually begin receiving retirement benefits within sixty (60) days, the City shall pay the Employee for 100% of accrued sick leave, through the date of retirement, at 75% of their final hourly rate of pay. Such payment shall be made by separate check.

Section 2.

- A. For Officers assigned to a 10 hour shift, sick leave shall be earned at the rate of one (1) shift, or ten (10) hours, per month.
- B. Officers may accrue up to 720 hours of sick leave.
- C. Officers assigned to a 10 hour shift, and who have accrued more than 720 hours of sick leave, shall be reimbursed for all hours in excess of 720 hours, up to 120 hours, at seventy-five (75%) of their current hourly rate.
- D. Officers assigned to an 8 hour shift, shall continue to accrue one (1) shift, or eight (8) hours per month. These Officers shall accrue up to 720 hours of sick leave and shall be reimbursed for all hours in excess of 720 hours, up to 96 hours, at seventy-five (75%) of their current hourly rate.
- E. Payment for sick leave accumulated above the 720 hours, shall be made in January of each year.

ARTICLE 27 SHIFT ASSIGNMENT

Section 1. An Officer will not be involuntarily reassigned to a different shift more frequently than once every one hundred eighty (180) days, unless the purpose of the reassignment is to fill a permanent vacancy or temporary absence.

Section 2. When the Employer implements an involuntary reassignment of shifts, all Officers will be included in the reassignment except the following:

- A. Officers who must necessarily remain on their present shift in order to pursue a course of education which qualifies under the program set forth in Article 21 of this agreement.
- B. Officers who must necessarily remain on their present shift to accommodate the non-reassignment of Officers described in (A) and (B) above, or who are protected from involuntary transfer due to a prior involuntary transfer within one hundred eighty (180) days.
- C. Officers who, because of family matters or other interests and who desire to work on a shift, may request of the Chief of Police a permanent assignment to that shift. Assignments, if approved, will be made on a seniority basis.

Section 3. Shift assignments will be made on a voluntary basis, in accordance with Article 30. Officers will be allowed to request shift placement and will specify their first, second, and third preferences. Officers not granted their first preference during the immediate rotation may be granted their first preference on the subsequent rotation. Officers may be permitted to change shifts, provided they are able to find an Officer of equal rank to accommodate the shift, and subject to the approval of the Chief of Police.

Section 4. The Employer will determine the rank structure on all shifts. Minimum manning (staffing) levels will consist of one supervisor and three full time Police Officers, except in cases of emergency. The supervisor shall be in uniform, working the street and taking calls for service. Minimum manning (staffing) levels will be reduced to a minimum of one supervisor and two full time officers should a shift fall below eight total officers due to an officer being placed on administrative leave, termination of an officer, an extended injury leave, sick leave (exceeding five (5) days), or an officer being assigned to a special assignment or training (exceeding five (5) days).

When the staffing level of a shift falls below the eight officers, the Chief of Police may balance the staffing levels on the shift through volunteers. However, if no one volunteers the Chief of Police may assign an officer to work on the shift which does not have the minimum staffing. The chief may assign an officer starting with the lowest seniority until the manning level on each of the shifts can be returned to the minimum of eight officers. An officer will only be assigned involuntarily to a shift under these circumstances once during a six month shift rotation. If a second need arises then the next lowest officer in seniority will be assigned.

- A. Reserves and part-time Officers will only be used to supplement these manning levels, except in cases of emergency when reserves and part-time Officers may be used to meet minimum manning levels.

Section 5. An Employee and the Employer may mutually agree to waive the one hundred eighty (180) days assignment.

Section 6. Employees should not be required to work more than forty-eight months without a change in shift. However, in order to accommodate special assignments and educational pursuits, upon request by the Employee and approval of the City Manager or his designee, an employee may be allowed to work more than forty-eight months on one shift.

Section 7. All shift reassignments should commence on January 1 or to the closest beginning of a new 28 day work schedule.

ARTICLE 28 ANNUAL TRAINING

Section 1. Subject to the exceptions noted in Section 2 below, each Officer shall receive at least forty (40) hours training each fiscal year.

Section 2. The following exceptions shall apply to the annual training:

- A. Employees shall not be allowed to retake courses of instruction, unless the first attempt resulted in failure or no credit, or unless required. (ie: Board of Tests, Taser, etc.)
- B. Employees shall not be allowed to pursue a course of instruction below the level for which they currently qualify.
- C. Employees shall not be allowed to participate in annual training if the needs of the department will not allow the loss of manpower, as determined by the Chief Of Police and/or City Manager.

Section 3. If a member desires to pursue training at his/her own expense that falls outside exceptions A and B above, he or she may do so if approved by the Chief of Police.

ARTICLE 29
AMERICANS WITH DISABILITIES and FAMILY LEAVE

Section 1. Those policies so stated in the personnel manual accepted by the City Council of the City of Yukon shall comply with the ADA and FMLA.

ARTICLE 30 SENIORITY

Section 1. Seniority shall be determined as between two or more Employees by the highest rank. When two (2) or more Employees are of the same rank, seniority shall be determined by the length of service within rank. As between two or more Employees of the same rank, who have the same length of service in said rank, seniority shall be determined by length of continuous full time service as a Police Officer with the Yukon Police Department. Police Officers not holding rank shall determine seniority by their dates of hire with the City of Yukon.

Section 2. Except where impractical due to skill levels of Officers, or where special working conditions exist which would preclude certain Officers from working specific shifts or days, and considering manning levels (in which cases the ruling of the Chief of Police shall be final), subject to the grievance process), seniority shall be the factor to be considered by the Chief of Police in determining the priority of each Employee to:

- A. Elect which shift they wish to work;
- B. Time when annual vacation is granted;
- C. Regularly scheduled days off;
- D. First choice as to which of the following three holidays they shall be off:
 - 1) Thanksgiving
 - 2) Christmas
 - 3) New Year's

Section 3. Seniority shall be lost upon the occurrence of any of the following events:

- A. Discharge
- B. Resignation from employment
- C. Retirement
- D. Unexcused failure to return to work upon expiration of a leave of absence

ARTICLE 31 DETECTIVE DIVISION

Section 1. Rotational assignment to Detective Division may be made by the employer.

Section 2. Any officer who has completed a minimum of two years post probation may be assigned to the detective division. An assignment to the detective division is not a promotion, it is an assignment. Officers assigned to the detective division shall receive one thousand dollars (\$1,000) annually for clothing to be paid bi-annually (January and July). There shall be an exemption for temporary assignment purposes as per needed by the City and/or Chief as long as said assignment lasts no longer than 120 days.

ARTICLE 32 FIREARMS INCENTIVE

Section 1. Firearms Incentive pay shall be paid to each member of the Bargaining Unit who qualifies with a score of 90% or better on their first attempt at quarterly qualifications with his or her service weapon.

The qualifying score must be with the weapon carried on duty and must be declared to the firearms instructor prior to the qualification attempt. Backup weapons or shotguns do not qualify for incentive pay.

Incentive pay of \$100 will be paid for each quarterly qualification with a score of 90% or better on the first full pay period following the qualification.

ARTICLE 33 LIGHT DUTY POLICY

The City of Yukon has no responsibility to create or to provide light duty assignment for employees who are injured or recovering from an illness or other medical conditions.

The Department Head, at his discretion and with the approval of the City Manager, may provide light duty assignments for employees who have suffered an injury, illness, a medical condition or to temporarily fill a vacant position based on the following guidelines:

A. Light duty assignments will only be granted under the following conditions:

1. A light duty position is available.
2. The affected employee must be qualified and adequately trained to perform the light duty assignment or agree to be trained.
3. Light duty assignments will be assigned with physician's authorization (not required if light duty assignment is not medically related).
4. Light duty assignments will be at the discretion of the Chief of Police, with the approval of the City Manager, based on the employee's abilities and shall not, in the opinion of the Chief of Police, create hardships on other employees performing regular duty assignments.
5. If in the opinion of the Chief of Police, a light duty assignment needs to be filled, he/she may at their discretion, with the approval of the City Manager, assign regular personnel to fill that vacancy until a suitable replacement may be found.

B. Light duty assignments are for a maximum period of forty-five (45) days. The Chief of Police, at his discretion and with the approval of the City Manager, may extend the length of the light duty assignment based on the needs of the department. A re-evaluation of the employee's medical condition may be required for an extension of the light duty assignment. The days of the week and hours will be designated by the Chief of Police.

C. Sworn personnel assigned to light duty may be assigned to dispatch, records, administration or call reporting. He/she will surrender their take home patrol units. The Chief of Police will designate the dress code while on light duty. A weapon will not be worn unless authorized by the Chief of Police.

D. Should a light duty assignment not be a viable alternative or if an employee is unable to perform the essential function of their assigned position, the employee may:

1. Utilize accrued sick or vacation leave
2. Apply for Family Medical Leave Act (FMLA)
3. Apply for Disability Retirement (if eligible)
4. Separate from employment

IN WITNESS WHEREOF, the Employer has set its hand this

_____ day of _____, 2016

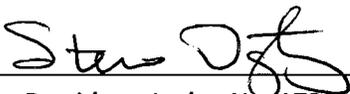
By: _____
City of Yukon, Mayor

ATTEST

By: _____
City of Yukon, City Clerk

IN WITNESS WHEREOF, the Bargaining Unit has set its hand this

_____ day of _____, 2016

By:  _____
President, Lodge No. 173
Fraternal Order of Police

APPROVED AS TO FORM this _____ day of _____, 2016

By: _____
City of Yukon, City Attorney

ATTACHMENT A
Effective July 1, 2016

RANK	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
OFFICER											
Hourly	44,900	46,472	48,098	49,781	51,524	53,327	55,194	57,125	59,125	61,194	63,336
Bi-Weekly	\$21.59	\$22.34	\$23.12	\$23.93	\$24.77	\$25.64	\$26.54	\$27.46	\$28.43	\$29.42	\$30.45
	\$1,726.92	\$1,787.37	\$1,849.92	\$1,914.67	\$1,981.68	\$2,051.04	\$2,122.83	\$2,197.13	\$2,274.03	\$2,353.62	\$2,436.00
SERGEANT											
Hourly	57,953	59,982	62,081	64,254	66,503	68,830	71,239	73,733	76,313	78,984	81,749
Bi-Weekly	\$27.86	\$28.84	\$29.85	\$30.89	\$31.97	\$33.09	\$34.25	\$35.45	\$36.69	\$37.97	\$39.30
	\$2,228.97	\$2,306.98	\$2,387.73	\$2,471.30	\$2,557.80	\$2,647.32	\$2,739.97	\$2,835.87	\$2,935.13	\$3,037.86	\$3,144.18
LIEUTENANT											
Hourly	72,960	75,514	78,157	80,892	83,723	86,654	89,687				
Bi-Weekly	\$35.08	\$36.30	\$37.58	\$38.89	\$40.25	\$41.66	\$43.12				
	\$2,806.16	\$2,904.37	\$3,006.03	\$3,111.24	\$3,220.13	\$3,332.83	\$3,449.48				
CAPTAIN											
Hourly	87,910	90,547	93,263	96,061	98,943						
Bi-Weekly	\$42.26	\$43.53	\$44.84	\$46.18	\$47.57						
	\$3,381.14	\$3,482.57	\$3,587.05	\$3,694.66	\$3,805.50						
MAJOR											
Hourly	100,864	104,394	108,048								
Bi-Weekly	\$48.49	\$50.19	\$51.95								
	\$3,879.39	\$4,015.17	\$4,155.70								

**New Rank adjustment will be implemented on July 1 2016.

**Grade adjustment will be made on Promotion/Anniversary Date.

**Officers will be eligible to test for the rank of Sergeant after the completion of their fourth year of continual service with the Yukon Police Department.

**Existing Corporals as of July 01, 2016 will move to the pay grade of Sergeant at the next highest step on the new scale. (i.e.: step 12 Corporal moves to step 8 Sergeant).

**Sergeants would be a non-supervisory position still maintaining rank for a minimum of two years prior to being eligible to test for Lieutenant.

**Supervisor Sergeants become Lieutenants, Lieutenants become Captains and Captains become Majors. A Majors' job duties are at the discretion of the Chief of Police. Years of service within the grade of Sergeant will be identified with the insignia: i.e. Sergeant with 10 years of service within the dept. will become Staff Sgt (SSGT), 15 years will have the rank of Master Sgt. (MSGT) (at No additional pay)

**The rank of Major would report directly to the Chief of Police. The Chief shall have sole discretion on the appointment to Major, as the positions become vacant.

** A survey of the eight (8) metro cities including, Bethany, Del City, Edmond, Midwest City, Moore, Mustang, The Village, and Warr Acres, will be utilized, as a goal, to try to set a minimum standard for pay or cost of living increase as funds are available.

ATTACHMENT B

UNIFORM AND EQUIPMENT ITEMS AND THE NUMBER SUPPLIED OR REQUIRED

- 1 Uniform Hat
 - 1 Uniform Hat Badge
 - 1 Ike Jacket
 - 2 Breast Badge
 - 1 set of Collar Brass
 - 1 set of Metal "P" Buttons (6)
 - 1 Tie
 - 2 Gold/Silver Name plate
 - 4 pair Uniform Trousers
 - 4 Long Sleeve and 4 Short Sleeve Uniform shirts
 - 2 Special Event Shirts (3 button polo style shirt)
 - 1 Foul Weather Jacket
- Patches will be supplied for uniforms and jackets

OTHER EQUIPMENT

- 1 Flashlight
- 1 Body Armor Vest
- 1 Baton and 1 Baton Holder (Black Leather Clarino)
- 1 set of Handcuffs and 1 Cuff Case Holder (Black Leather Clarino)
- 1 Black Leather Clarino Holster
- 1 Black Leather Clarino Belt and 1 black leather velcro under belt
- 1 OC Spray and 1 Black Leather Clarino OC Holder
- 4 Black Leather Clarino Belt Keepers
- 1 Black Leather Clarino Magazine Pouch
- 1 Portable Police Radio w/ Speaker / microphone and 1 Black Leather Clarino Holder

**Water re-hydration system (camel-Bak 70oz) 1 authorized at employee's own expense

****Employee may at his/her own expense purchase and wear the Black Bianchi Accumold Nylon Duty Gear.**

The Employee must maintain or update the gear as necessary to maintain a clean and professional appearance.

Note: Special Event Shirts may be worn when daily temperatures are 90 degrees F or above as Approved by the Chief of Police.

GRIEVANCE PROCEDURES

STEP 1: EMPLOYEE STATES GRIEVANCE (Within 15 Business days) – FORWARDS TO DEPUTY CHIEF/MAJOR/DESIGNEE

EMPLOYEE REQUESTED RELIEF

Employee's Signature _____ Date _____

GRIEVANCE PROCEDURES

STEP 1, PART II: WRITTEN RESPONSE (Within 10 Business days) DEPUTY CHIEF/MAJOR/DESIGNEE

Signature _____ Date _____
DEPUTY CHIEF/MAJOR/DESIGNEE

GRIEVANCE PROCEDURES

STEP II: EMPLOYEE'S WRITTEN APPEAL TO CHIEF OF POLICE (Within 10 Business days)
IF EMPLOYEE NOT SATISFIED WITH THE RESULTS OF STEP I

Employee's Signature _____ Date _____

GRIEVANCE PROCEDURES

STEP II, PART II: MEETING WITH CHIEF OF POLICE
CHIEF'S WRITTEN RESPONSE TO EMPLOYEE'S STEP II (Within 10 Business days), AND FILE A
WRITTEN RESPONSE TO BE FORWARDED TO CITY MANAGER

Chief's Signature _____ Date _____

GRIEVANCE PROCEDURES

STEP III: EMPLOYEE'S WRITTEN APPEAL TO CITY MANAGER (Within 10 business days)
IF EMPLOYEE NOT SATISFIED WITH THE RESULTS OF STEP II

Employee's Signature _____ Date _____

**STEP IV: CITY MANAGER'S RESPONSE
IN WRITING**

Approved: _____

Denied: _____

Manager's Signature: _____

Date: _____

Memorandum of Understanding

Dated this day May 9, 2016

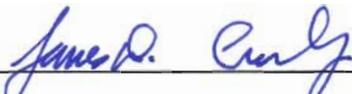
Wherefore, the City of Yukon and the FOP agree to enter into this Memorandum of Understanding regarding the recent vacancy of the third Captains position during the years 2015-16. After a grievance dated 12-01-15 was filed (referencing the vacant Captains position) the City of Yukon determined that pending the outcome of the arbitration the position would be closed until Discipline and Due Process was final. As of 04-19-16, the process is complete; the position is currently vacant and affects three promotable positions. The parties agree as follows:

Yukon FOP Lodge agrees not to pursue the vacancy or the two other would be vacancies now or in the future. Effective immediately with the CBA 2016-17.

Both parties further agree to suspend **E. in Article 6 Section 2**. From July 1, 2016 to June 30, 2017 both parties agree the pay would be reinstated starting July 1, 2017.

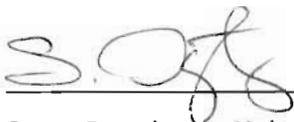
Both parties agree to no furloughs or merit freezes for budget years 2016 thru 2018.

The purpose of this Memorandum of Understanding is to assist in the Yukon budget reduction due to the City of Yukon's budget crisis.



Jim Crosby, City Manager

John Corn, Chief of Police



Steve Daugherty, Yukon FOP President

Scott Franklin, Yukon FOP Vice Pres.

RESOLUTION NO. 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.

WHEREAS, The Oklahoma Municipal Retirement Fund Executive Director/CEO, Jodi Cox, has notified all participating employers of District 6 that a five year term on the Board of Trustees is expiring September 30, 2016; and

WHEREAS, OkMRF is governed by a Board of Trustees who are nominated and elected by member cities, towns and municipal agencies.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Yukon that they do hereby nominate Tammy DeSpain, for election to the OkMRF Board of Trustees.

The undersigned hereby certify that the foregoing Resolution was duly adopted and approved by the Mayor and the City Council of the City of Yukon on the 17 day of May, 2016.

Mayor

Attest (Seal):

City Clerk



DATE: March 24, 2016
FROM: Mitchell Hort, Director
TO: City Manager & City Council
RE: Final Plat of Legacy Lakes Phase III

MEMORANDUM

Attached are the minutes from the May 9, 2016 Planning Commission Meeting, for the recommendation to the City Council to accept the Final Plat of Legacy Lakes Phase III.

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.

Commissioner Hatley stated I would like to make a motion; in the case of the application for a lot split for 13200 West Wilshire submitted by Dustin King, we have read the staff report and received testimony at the public hearing. We find ourselves in agreement with staff findings. I move that this time be approved with the following conditions:

- 1) The necessary access easement shall be provided through separate instrument prior to issuance of a building permit

Chairman Taylor asked Council does this go the City Council or does this end with us here tonight?

Mark Osby stated it ends tonight.

Seconded by Commissioner Davis

A roll call vote was taken.

The Vote:

Ayes: Taylor, Baker, Hatley, Davis

Nays: None

Vote: 4-0

Motion Carried

5. ITEM: TO HEAR A REQUEST BY CRAFTON TULL ON BEHALF OF LEGACY LAKES FOR A FINAL PLAT COMMENCING AT THE NORTHEAST CORNER OF NE/4 OF SECTION 28, T12N-R5W I.M.; THENCE N89°52'14"W ALONG THE NORTH LINE OF SAID NE/4 A DISTANCE OF 670.97 FEET; THENCE S0°13'28"W A DISTANCE OF 65.00 FEET TO THE NORTHWEST CORNER OF COMMON AREA "B" IN LEGACY LAKES PHASE II ADDITION AND THE POINT OF BEGINNING; THENCE ALONG THE WESTERLY LINE OF SAID COMMON AREA "B" FOR THE NEXT 5 CALLS (1) S0°07'46"W A DISTANCE OF 67.17 FEET; (2) S27°54'22"E A DISTANCE OF 114.91 FEET; (3) S38°09'53"E A DISTANCE OF 205.74 FEET; (4) S75°40'20"E A DISTANCE OF 98.68 FEET; (5) S89°46'32"E A DISTANCE OF 86.86 FEET TO A POINT ON THE WEST LINE OF COMMON AREA "A" IN LEGACY LAKES PHASE I ADDITION ; THENCE ALONG THE WESTERLY LINE OF SAID COMMON AREA "A" FOR THE NEXT 3 CALLS (1) S0°13'28"W A DISTANCE OF 93.73 FEET; (2) S16°00'07"W A DISTANCE OF 159.28 FEET; (3) S0°13'28"W A DISTANCE OF 136.76 FEET TO TA POINT ON THE NORTH LINE OF LOT 1, BLOCK 2, IN SAID LEGACY LAKES PHASE 1 ADDITION; THENCE N89°46'32"W ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 72.65 FEET TO A POINT ON THE EASTERLY R/W LINE OF STATE HIGHTWAY #4; THENCE N42°29'50"W ALONG THE EASTERLY R/W LINE OF SAID STATE HIGHWAY #4 A DISTANCE OF 1002.99 FEET TO A POINT ON THE SOUTH R/W LINE OF VANDERMONT AVE.; THENCE S89°52'14"E ALONG THE SOUTH R/W LINE OF SAID VANDERMONT AVE. A DISTANCE OF 431.80 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.18 ACRE MORE OR LESS.

Jim Niles, 9840 Stonebridge Dr., Yukon, if you have any questions, I'll be happy to answer.

Chairman Taylor stated you have this divided into three lots.

Mr. Niles stated the North lot is sold and the South lot is sold, the one in the middle is not sold yet. It is basically down Ranchwood to the corner of Vandament and goes around the corner.

Chairman Taylor asked at one time, along Vandament, duplexes were going to be built, is that still the plan?

Mr. Niles replied yes, it is zoned for duplexes. This is a separate entry.

Commissioner Baker stated I would like to make a motion; in the case of the application for a final plat for Legacy Lakes Phase III, we have read the staff report and received testimony at the public hearing. We find ourselves in agreement with all plans and attachments cited in the staff report. I move that this item be recommended for approval.

Seconded by Commissioner Hatley.

The Vote:

Ayes: Taylor, Baker, Hatley, Davis

Nays: None

Vote: 4-0

Motion Carried

6. NEW BUSINESS

NONE

7. ITEM: OPEN DISCUSSION

Commissioner Baker stated I want to thank the city employees for Festival of the Child. Commissioner Hatley stated there was so much to do out there.

8. ADJOURNMENT -NEXT MEETING JUNE 13, 2016

Meeting adjourned at 7:45 p.m.



TO: City Council
FROM: Jim Crosby, City Manager
DATE: May 2, 2018
RE: Fireworks Shows for Freedom Fest 2016

The City sent out a Request for Proposals for Fireworks Shows for Freedom Fest. The responses we received are shown below. One of the responses was to advise us that Wald & Co. could not give us a proposal because they were already booked for those dates.

Both Imperial and Hance proposed electronic firing. Imperial proposed 2.5" – 5" shells, and Hance proposed 3" – 6" shells. Imperial did our shows for several years, while Hance has done them for the last two years.

It is my recommendation that we go with Hance Pyrotechnics, who had the best proposal with the larger shells.

Fireworks RFP

Proposals received 04/29/2016

Company		Amount
Imperial Fireworks	Proposal #1 – July 3	\$8,000
	Proposal #2 – July 4	\$10,000
Hance Pyrotechnics	Proposal #1 – July 3	\$9,000
	Proposal #2 – July 4	\$12,000
Wald & Co., Inc.	<i>** no bid – already booked **</i>	

No response received from:

- Western Enterprises
- All American Display Fireworks
- Western Enterprises
- ARC Pyrotechnics
- Pyro Shows of Texas
- Atlas Enterprise
- DDT Fireworks

Hance Pyrotechnics
201 Remington Place
Tahlequah, Oklahoma 74464
918-456-3971 458-1758
www.hancefireworks.com
sales@hancefireworks.com

AGREEMENT FOR FIREWORKS DISPLAY

THIS AGREEMENT made and entered into this **12th day of January 2016**, by and between Hance Pyrotechnics, whose principal place of business is Tahlequah, Oklahoma, sometimes hereinafter referred to as **Seller**, and **City of Yukon P O Box 850500 Yukon, OK 73085-500** sometimes hereinafter referred to as **Purchaser**,

WITNESSETH:

WHEREAS, Hance Pyrotechnics, was the successful bidder for a pyrotechnic display (hereafter "fireworks display") to be performed and displayed on **July 3rd & 4th, 2016**, for Client, and

WHEREAS, Hance Pyrotechnics is to perform **(2) fireworks displays, one on July 3rd in the amount of \$9,000.00 and the other on July 4th in the amount of \$12,000.00**, in a manner consistent with the highest degree of care with respect to the safety of viewers and improvements located in the area where the fireworks will be set off, and

WHEREAS, in exchange for signing this contract, Hance Pyrotechnics shall be entitled to a payment of the successfully bid amount of **\$21,000.00**, inclusive of tax, payable as hereafter provided.

NOW THEREFORE, the parties hereto agree as follow:

1. **Seller's responsibilities with respect to fireworks display:** Seller agrees to provide all necessary fireworks; fireworks display materials, and the personnel necessary to perform the fireworks display. Seller shall take all steps reasonably necessary to safeguard the improvements or other property in the area of the display other than the issues for which Purchaser is responsible. Seller shall provide qualified pyrotechnicians who will deliver, set up, execute and take down the fireworks display. The pyrotechnicians shall conduct a search of the grounds after the display in an effort to locate and dispose of any unexploded fireworks. The scope and extent of such search shall be dependent upon the weather conditions, time and the completion of the display, etc. Seller shall comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks, and obtain all necessary permits and the Purchaser will be responsible for the cost thereof.

2. **Purchaser's responsibilities with respect to fireworks display:** Purchaser agrees to (a) provide a sufficient area for the display, (b) provide protection of the display area to prevent unrestricted access by unauthorized persons by a means it shall determine is adequately designed for that purpose, (c) arrange adequate police or other protection to prevent spectators from entering the display area, administer proper crowd control, parking supervision, etc., and (d) arrange fire protection and emergency medical care for the health and safety of spectators and the public, and provide cleanup for the display site.

3. **Compensation to Seller:** Purchaser shall pay to Seller the amount of **\$21,000.00**. The sum shall be paid to Seller with **50% down payable before March 15, 2016** as a non refundable deposit upon signing the contract, and remaining amount due on or before the contracted date of the display.

4. **Weather, election to postpone:** The parties understand that weather may prevent the ability to perform the fireworks display. In the event inclement weather is present on the day the display is scheduled to occur, the event may be postponed by mutual agreement by the parties. The fireworks display shall not be performed in the event any government body or agency with authority in regard to the

Fireworks display shall direct, in writing or otherwise, that the display should not occur. The event will

then be rescheduled by mutual agreement by the parties to the rain date within the calendar year and The Purchaser agrees to pay an additional cost of not more than \$200.00 per day, but is limited to not more than 3 days, for security Seller will arrange for said security.

Should the event be moved to another date or a new location within the calendar year Purchaser agrees to pay Seller an additional fee equal to: 10% for a postponement notice of 6-10 days before contract date, 15% for a postponement notice of 1-5 days before contract date, and 20% of the contracted amount to cover the cost of display equipment, crews, and the dismantling of the fireworks display but only if postponed on the contracted date. Purchaser also agrees to pay all permit and insurance fees that have and will occur with the postponement.

5. **Insurance:** Seller is required to provide at its expense liability insurance coverage to cover liability in the amount of \$5,000,000.00 associated with the fireworks display. Such coverage shall name Purchaser as an additional insured.

6. **Liability:**

a. **Performance:** Seller shall not be liable for any faulty performance of equipment or products that could not reasonably have been discovered prior to the commencement of the fireworks display. Should conditions arise that the fireworks display is recommended by the Seller to be rescheduled due to the above conditions, a reschedule date will be within the calendar year acceptable to both parties for the balance of the fireworks display. Seller shall use its best efforts to ensure that the display will proceed as planned and Seller will secure, prepare and deliver said fireworks and/or will make necessary substitutions of equal or greater value.

b. **Harm to third parties or property:** Seller shall not be liable for harm to any Spectators, third parties, or improvements to property within the vicinity of the fireworks display area and that Purchaser will do everything possible to keep the fireworks display area clear of all Spectators, third parties, and improvements to property. Seller covenants that it will use its best efforts to avoid any such harm pursuant to the foregoing section.

7. **Past due accounts:** Purchaser shall be responsible for any balance that is not paid at the time it becomes due and shall bear interest at a rate of 1 3/4% per month compounded daily and for any and all collection cost, court cost, attorneys fees and all cost pertaining to the collection of payments, filings, processing, correspondence and fees for personnel and collection companies in the collection of payment.

8. **No partnership or joint venture:** The parties agree that Seller is a subcontractor and that there is no partnership or joint venture between the parties. The manner and means of providing the display is left to the sole discretion of Seller.

9. **Equipment:** Seller shall supply all necessary equipment and mortars for the fireworks display, and are the sole property of Hance Pyrotechnics.

IN WITNESS WHEREOF, this agreement has been executed this ___ day of _____, 2016.

Hance Pyrotechnics
Neil Hance

By _____
Title _____

Seller

Purchaser
Hance Pyrotechnics

201 Remington Place Tahlequah, OK 74464 (918-456-3971) (458-1758)

www.hancefireworks.com sales@hancefireworks.com

July 3rd Fireworks Display

Date:

12 January 2016

FROM

Hance Pyrotechnics

201 Remington Place
 Tahlequah, Oklahoma 74464
 918-458-1758
 sales@hancefireworks.com
 www.hancefireworks.com

TO

Name **City of Yukon**
 Add **P O Box 850500**
 City **Yukon, OK 73085-0500**
 Phone **405-350-7676**

Contact **Cheryl Dunn**
 Loc: **Chisholm Park Yukon OK**

Show Budget \$ 9,000.00

<u>Item Description</u>	<u>Units/</u>	<u>Units</u>	<u>Price</u>	<u>Shot C</u>	<u>Extended</u>
	<u>case</u>	<u>Ordered</u>		<u>Each</u>	<u>Amount</u>
<u>3" Shells</u>					
HP3-A	Premium Assorted Shells w/ tails	72	144	\$ 3.85	144 \$ 554.40
HP3-B	Premium Assorted Shells w/ tails	72	72	\$ 3.85	72 \$ 277.20
HP3-C	Premium Assorted Shells w/ tails	72	72	\$ 3.85	72 \$ 277.20
HP3-FSC	Premium Assorted Chains Shells (5)	60	70	\$ 4.00	70 \$ 280.00
			358		
<u>4" Shells</u>					
HP4-A	Premium Assorted Shells w/ tails	36	36	\$ 6.87	36 \$ 247.32
HP4-B	Premium Assorted Shells w/ tails	36	36	\$ 6.87	36 \$ 247.32
HP4-C	Premium Assorted Shells w/ tails	36	72	\$ 6.87	72 \$ 494.64
HP4-D	Premium Assorted Shells w/ tails	36	36	\$ 6.87	36 \$ 247.32
HP4-FSC	Premium Assorted Chains Shells (5)	30	30	\$ 7.35	30 \$ 220.50
			210		
<u>5" Shells</u>					
HP5-A	Premium Assorted Shells w/ tails	24	24	\$ 11.40	24 \$ 273.60
HP5-B	Premium Assorted Shells w/ tails	24	24	\$ 11.40	24 \$ 273.60
HP5-C	Premium Assorted Shells w/ tails	24	48	\$ 11.40	48 \$ 547.20
HP5-D	Premium Assorted Shells w/ tails	24	48	\$ 11.40	48 \$ 547.20
HP5-FSC	Premium Assorted Chains Shells (5)	20	20	\$ 11.75	20 \$ 235.00
			164		
<u>6" Shells</u>					
HP6-A	Premium Assorted Shells w/ tails	9	9	\$ 21.75	9 \$ 195.75
HP6-B	Premium Assorted Shells w/ tails	9	9	\$ 21.75	9 \$ 195.75
HP6-C	Premium Assorted Shells w/ tails	9	9	\$ 21.75	9 \$ 195.75
HP6-D	Premium Assorted Shells w/ tails	9	18	\$ 21.75	18 \$ 391.50
HP6-E	Premium Assorted Shells w/ tails	9	18	\$ 21.75	18 \$ 391.50
			63		
HP3-Red	3" Red Mines	72	3	\$ 6.95	3 \$ 20.85
			3		
	shells	798			

Cakes Listed 0 Total Shot Count 798

Ematch 798

Shot Count

Total Weight

Net Items

Supplies, E match, Wire, Quick match
Insurance Fee \$5,000,000.00
Shipping and Handling
Shooters Fees

695

Product Total	\$	6,113.60
	\$	466.40
10%	\$	900.00
	\$	350.00
13%	\$	1,170.00
Net Order	\$	9,000.00

Total of 798 **shots in Display**

Electronic fired Show

X

X

Authorized Signature

Total Weight

Net Items

Supplies, E match, Wire, Quick match
Insurance Fee \$5,000,000.00
Shipping and Handling
Shooters Fees

944

Product Total	\$	8,170.01
	\$	719.99
10%	\$	1,200.00
	\$	350.00
13%	\$	1,560.00
Net Order	\$	12,000.00

Total of 1,047 shots in Display

Electronic fired Show

X

X

Authorized Signature



HUMAN RESOURCES

DATE: May 11, 2016

FROM: Cindi Shivers, Director

TO: Jim Crosby, City Manager

CC: Yukon City Council

RE: Employee Health Insurance

MEMORANDUM

I would like to formally propose that the City of Yukon moves its health care and prescription coverage to OPEH&W. **This change is projected to save the City \$677,705.76 for fiscal year 2016-2017**, with plan benefits being comparable and in some instances a better option for the insured. The plan offers a six (6) tier premium option that has the potential to save some employees that are electing family coverage up to \$3,900.00 in FY 2016-2017. So, not only does the City realize a substantial cost saving, so will our employees.

OPEH&W is a consortium that started in 1992 made up of Oklahoma Municipalities, Counties and other Government Authorities. Although OPEH&W is a self-funded plan the City would move to fully-funded status under their plan. This reduces the per group liability and we work as a large group receiving the benefits of premiums being calculated as that larger group and not small groups with large claims histories.

Thank you for your consideration for what I feel will be a great fit for the City of Yukon.

Participating Groups

101 Participating Groups as of **January 2016**

35 Counties

Adair, Atoka, Beaver, Beckham, Bryan, Cherokee, Choctaw, Cimarron, Coal, Craig, Custer, Ellis, Garfield, Grady, Grant, Greer, Harper, Haskell, Johnston, Kingfisher, Lincoln, McCurtain, Muskogee, Nowata, Pawnee, Pittsburg, Pontotoc, Pushmataha, Roger Mills, Rogers, Seminole, Texas, Washington, Washita & Woods

28 Municipalities

Beaver, Bethany, Blanchard, Buffalo, Burns Flat, Carter, Chattanooga, Custer City, Duncan, Goodwell, Guymon, Idabel, Kingfisher, Medford, McAlester, Mustang, Ninnekah, Okay, Pond Creek, Roff, Stroud, Talihina, Tipton, Velma, Walters, Warr Acres, Weatherford, Woodward

4 Local Government Authorities

ACCO - Association of County Commissioners of Oklahoma, **OMAG** - Oklahoma Municipal Assurances Group, **OMRF** - Oklahoma Municipal Retirement Fund, **OMUSA** - Oklahoma Municipal Utilities Services Authority

5 School Districts

Arnett, Boise City, Elk City, Fargo, Vici

4 COG's - Councils of Local Governments

EODD - Eastern Oklahoma Development District Authority, **NODA** - Northern Oklahoma Development Authority, **OEDA** - Oklahoma Economic Development Authority, **SWODA** - South Western Oklahoma Development Authority

6 CED's - Circuit Engineering Districts

District 3, District 4, District 5, District 6, District 7 & District 8

19 Other Assorted Organization Types

Cherokee County Jail, Garfield County Fairgrounds, Grady County Criminal Justice Authority, Harper County Community Hospital, Lincoln County E911 Trust Authority, McCurtain County E911 Trust Authority, McCurtain County Rural Water Districts #1, McCurtain County Rural Water Districts #8, Muskogee E911 Trust Authority, NOSWDA - Northwest Oklahoma Solid Waste Disposal Authority, Pittsburg County Water Authority, Rogers County Economic Development Trust Authority, Roger Mills County Hospital, Seminole County Drug Court, Woodward County EMS

City of Yukon

Medical Plan comparison presented by PremierSource

Network	Self-Funded Plan HealthSmart TPA				OPEH&W Self-Funded Trust administered by McElroy & Associates-TPA	
	Aetna ASA				BCBS - BluePreferred	
	In-Network		Out-of-Network		In-Network	Out-of-Network
	\$750 plan	\$1500 plan	\$750 plan	\$1500 plan	\$750 plan	\$750 plan
Coinsurance %	70%	50%	70%	50%	80%	70%
Individual Deductible	\$750	\$1,500	\$1,500	\$3,000	\$750	\$750
Family Deductible	\$2,250	\$4,500	\$4,500	\$9,000	\$2,250	\$2,250
Hospitalization	\$500	\$1,000	\$1,000	\$1,000	80% coinsurance	70% coinsurance
Out-of-Pocket Maximum						
Individual Medical	\$2,250	\$4,500	\$6,000	\$10,000	\$2,500	\$4,000
Family Medical	\$6,750	\$10,000	\$18,000	\$36,000	\$7,500	\$12,000
Individual RX	\$2,050	\$4,350	-	-	\$1,900	none
Family RX	\$3,200	\$6,450	-	-	\$5,700	none
Lifetime Maximum	Unlimited				Unlimited	
Co-Pays						
Office Visit Copay	\$30	\$25	\$40	\$25	\$20	70% Coinsurance
Specialist Office Visit Copay	\$30	\$30	\$40	\$40	\$50	70% Coinsurance
Urgent Care Copay	\$30	\$25	\$0	\$25	\$50	70% Coinsurance
Emergency Room Copay	\$150	\$300	\$0	\$300	80% coinsurance	
Prescription Benefit						
	Retail	Mail	Retail	Mail		
Generic	\$10	\$15	-	-	\$10	Reimbursed cost paid minus copay
Name Brand	\$50	\$60	-	-	\$45	Reimbursed cost paid minus copay & brand deductible.
Non-Formulary	\$100	\$150	-	-	\$45	Reimbursed cost paid minus copay & brand deductible.
Specialty					\$10/\$60/\$100	-
Medical/Rx plan - coverage choices						
Employee	171	\$613.00			171	\$511.84
Emp + Spouse	9	\$1,676.00			9	\$1,034.28
Emp + Child + Sp	0				0	\$1,084.18
Family	28	\$1,676.00			28	\$1,265.66
Emp + Child	22	\$1,676.00			22	\$725.54
Emp + Children	0				0	\$882.14
Monthly Premium	230	\$203,707.00			230	\$148,233.52
Monthly	\$203,707.00				\$148,233.52	
Monthly Sub-Total	\$203,707.00				\$148,233.52	
Percentage Difference					-27.23%	
Annually	\$2,444,484.00				\$1,778,802.24	
Annual Variable Total	\$2,444,484.00				\$1,778,802.24	
Estimated Annual Difference over Current					-\$665,681.76	
Admin Fees	\$28 pepm x 244 avg FTE's = \$81,984				\$26.50 pepm x 220 pepem = \$69,960	
ANNUAL Grand Total	\$2,526,468.00				\$1,848,762.24	
ANNUAL TOTAL SAVINGS					-\$677,705.76	

change from previous year



OPEH&W
Health Plan
www.opehw.com

Fourth Amended & Restated Inter-local Government Agreement Dated July 1, 2000

On February 1, 1992, certain governmental agencies (hereinafter referred to as "Participating Agencies"), acting under the provisions of Title 51, Oklahoma Statutes, Sections 167, 168, 169, and 172; Title 74, Oklahoma Statutes, Sections 1001, et seq., and other applicable provisions of Oklahoma law, by their Inter-local Governmental Agreement (hereinafter referred to as "Inter-local Agreement", as amended and restated), established the Oklahoma Public Employees Health and Welfare Plan (hereinafter referred to as "Plan," as amended and restated) for the benefit of eligible employees of the Participating Agencies and their eligible dependents. Effective July 1, 1995, and July 1, 1999, the Participating Agencies amended and restated the Inter-local Agreement and amended certain provisions of the Plan. Effective July 1, 2000, the Participating Agencies desire to again amend and restate the Inter-local Agreement and to amend certain provisions of the Plan.

On the dates noted below, the undersigned Participating Agencies in and of the State of Oklahoma have, by signing this Inter-local Agreement, consented to said fourth amendment and restatement and to continue to cooperate together and with other public agencies who later countersign this Inter-local Agreement in establishing and maintaining the Plan for the employees of such Participating Agencies and their eligible dependents.

1. Agencies Participating Later

Other agencies may later participate in this Inter-local Agreement by signing an agreement which is counterpart to this, identical, and which conforms to the terms and conditions of this Inter-local Agreement. Such other agency shall meet the underwriting requirements as set forth in the Trust Agreement, and participation shall require the written approval of a majority of the voting Members of the Board of Review (hereinafter defined) present at any meeting where a quorum is present. All such participation shall be under and subject to the provisions of Title 51, Oklahoma Statutes, Sections 167, 168, 169, and 172; Title 74, Oklahoma Statutes, Sections 1001, et seq., and other applicable provisions of Oklahoma law.

2. Duration

This Inter-local Agreement shall endure for twelve (12) months and shall be renewed automatically for successive twelve (12) month periods unless otherwise terminated by the Board of Review in accordance with the termination provisions set forth in Section 9 herein.

3. Organization

The management and furtherance of the Plan shall be supervised by a Board of Review (hereinafter referred to as "Board of Review"), which shall consist of no more than fifteen (15) voting members (hereinafter referred to as "Members"). Each Member of the Board of Review shall serve as a trustee (hereinafter referred to as "Trustees") under the Trust Agreement (hereinafter referred to as "Trust Agreement, as amended and restated") that creates a trust fund (hereinafter referred to as "Trust Fund") for the purpose of holding assets of the Plan in trust. The trustees shall monitor the Plan and the funding account(s) and shall enter into service agreements with entities necessary to run everyday affairs of the Plan. All reserve funds, all funding contributions, and handling of funding reserves shall be subject to the review and approval of a majority of the voting Trustees as set forth in the Trust Agreement. All acts and decisions of the Board of Review should be by a majority vote of all Members present at any meeting where a quorum is present, unless specifically otherwise provided herein. A quorum for voting shall be any number present which constitutes more than half (1/2) of all Members of the Board of Review. No person who has pleaded guilty to or been convicted of a felony offense (including a nolo contendere plea), in or outside the jurisdiction of the State of Oklahoma, may serve as a Member of the Board of Review nor as a Trustee.

4. Selection of Representative to Board of Review

Of the voting Members constituting the Board of Review, up to fourteen (14) Members shall represent Participating Agencies which are Counties (hereinafter referred to as "County Members"), and one (1) Member shall represent all Participating Agencies which are not Counties (hereinafter referred to as "At-Large Member"). The initial appointment of the County Members shall be made from among the current Board of Review. Each County Member shall be an elected official in the County which he or she represents, and shall serve a minimum term of one (1) year. The At-Large Member shall be appointed each fiscal year by the Board of Review from among the current Participating Agencies which are not

Counties. The At-Large Member shall be a designated official of the Participating Agency which he or she represents, and shall serve a term of one (1) year. All Member vacancies on the Board of Review, by resignation, departure from agency, or other cause, shall be filled by appointment of the remaining Members of the Board of Review, by majority vote of all Members present at any meeting where a quorum is present. Members shall be eligible for appointment to consecutive or subsequent terms.

Each Participating Agency which is not represented on the Board of Review by a Member shall have the option of appointing one (1) non-voting representative to the Board of Review (hereinafter referred to as "Ex Officio Members"). Ex Officio Members shall have the right to speak at meetings of the Board of Review, but shall be precluded from introducing proposal or motions or the casting of a vote on any matter. All Ex Officio Member vacancies shall be filled by appointment of the Participating Agency. Each Participating Agency shall immediately notify the Plan Administrator (hereinafter defined), in writing, of Ex Officio Member changes.

5. Purpose

It is the purpose of the Participating Agencies to pool self-funded reserves and to provide health and medical benefits to their eligible employees, and their dependents, all as defined by Title 51 of Oklahoma Statutes and other allied provisions of Oklahoma law, by self-funding contributions from the Participating Agencies and their employees and providing such benefits according to the Plan as established and maintained pursuant to this Inter-local Agreement. Each Participating Agency shall be responsible to contribute funding to the Plan and to adhere to the underwriting requirements, as from time to time are established by the Trustees relying in good faith upon the recommendations of a qualified consultant or Enrolled Actuary. Funding is based on calculation of anticipated claims payments, funding reserves, administrative expenses, and stop-loss re-insurance cost. Total anticipated funding shall be divided by the number of anticipated participating employees and dependents during the period of July 1 through June 30 of each fiscal year to establish the amount needed for each participant. Each Participating Agency shall pay its pro rata share of funding according to the number of its personnel covered by the Plan. Funds contributed by the Participating Agencies and their employees shall be paid monthly to the Plan Administrator for inclusion in the Trust Fund to be used only for the costs of the operation of the Plan and the payment of benefits due under the Plan. It is expressly intended and understood by the Participating Agencies that if any Participating Agency shall fail to adhere to any underwriting requirement which causes adverse loss to the Plan or experiences losses beyond reasonable expectations in any year of this Inter-local Agreement, such Participating Agency will be assessed during a subsequent period to offset such adverse losses. What constitutes "adverse losses" or "losses beyond reasonable expectations" and the amount and duration of any "assessment" shall be determined by the Trustees. Likewise, if, in the opinion of the Trustees, the Trust Fund is insufficient to carry out the purposes of the Plan, the Trustees may adopt such emergency measures as may be necessary to fund the operation of the Plan, including, but not limited to, "special assessments" to Participating Agencies, amendment of the Plan, and adjustments in any benefits made available under the Plan.

For the initial Plan Year of a Participating Agency's participation, it may be necessary to assess funding contributions somewhat at variance with assessments to other Participating Agencies to avoid risking expenses and benefit payments not predictable, and until the effect of each such joining Participating Agency upon the total of expenses can be determined.

6. Plan Administration

The Trustees shall employ the services of a Plan Administrator ("hereinafter referred to as Plan Administrator") who shall have the discretion and authority to control and manage the operation of the Plan. The Plan Administrator will negotiate contracts with service providers for the Trustees, including a provider of claims administrative services, and the Trustees may delegate such other ministerial duties to any such service providers as the Trustees may deem appropriate.

No governmental powers inherent in the Participating Agencies shall be delegated to the Plan Administrator outside the purview of this Inter-local Agreement. No person who has pleaded guilty to or been convicted of a felony offense (including a nolo contendere plea), in or outside the jurisdiction of the State of Oklahoma, may be employed or serve as a Plan Administrator.

7. Acquisition of Property

It is not contemplated that it will be necessary to acquire property.

8. Amendment

The Board of Review may, by an affirmative vote of all Members present at any meeting where a quorum is present, amend this Inter-local Agreement from time to time, and any such amendment shall be effective and binding upon the Participating Agencies.

9. Termination

The Board of Review may, by an affirmative vote of all Members present at any meeting where a quorum is present, terminate this Inter-local Agreement. Upon such termination, the net accumulated reserve funds shall be equitably divided, or again reserved up in a similar agreement, by its affirmative vote. The Board of Review may also, by a majority vote of all Members present at any meeting where a quorum is present, terminate any one or more Participating Agencies from membership in this Inter-local Agreement as now existing or later augmented by addition of Participating Agencies, as follows: (1) on the date upon which the Participating Agency fails to pay any amount when due, including funding contribution, assessments, and special assessments, for any reason whatsoever, including, without limitation, the unavailability of funds resulting from a failure to appropriate or reduction of appropriation of funds; or (2) on the date upon which the Participating Agency fails to adhere to any underwriting requirement by giving advance written notice thereof to the Participating Agency and at least thirty (30) days to adhere to any such underwriting

requirement; (3) at the end of any Plan month by giving at least (60) days advance written notice thereof to the Participating Agency. No Member of the Board of Review may vote on any proposed termination of the Participating Agency which such Member represents. In the event a Member of the Board of Review is so disqualified, the total number of Members for the purposes of determining a quorum shall be reduced by the number of Members so disqualified for such vote.

Any Participating Agency may withdraw from membership in this Inter-local Agreement by giving at least sixty (60) days advance written notice thereof to the Board of Review.

The Trustees shall retain all assets in Trust attributable to any Participating Agency terminating or withdrawing from membership (for whatever reason and whether voluntary or involuntary) in this Inter-local Agreement and, except as provided in Subsection 5.2 of the Trust Agreement, no assets shall be distributed to the Participating Agency. The Participating Agency shall be responsible for immediate payment of their equitable share of short-term liabilities (e.g. bank loans), if any, and for funding payment of their own run-off claims, including administrative expense, less their equitable share of the reserve funds. "equitable share of short-term liabilities" means the Participating Agency's pro rata share of the short-term liabilities (accelerated to the then present value) of the Plan outstanding as of the date of such termination or withdrawal according to the percent of total contributions paid by such Participating Agency during the two immediately preceding plan year periods (July 1 through June 30) up to and including the number of months in the then current plan year, as compared to total contributions paid by other Participating Agencies during such periods.

"Run-off claims" means claims incurred prior to the date of termination or withdrawal, but not paid as of such date. "equitable share of reserve funds" means the Participating Agency's pro rata share of the reserve funds available as of the date of such termination or withdrawal according to the percent of total contributions paid by such Participating Agency during the two immediately preceding plan year periods (July 1 through June 30) up to and including the number of months in the then current plan year, as compared to the total contributions paid by other Participating Agencies during such periods, minus any outstanding amount due the Plan, including funding contributions, assessments, and special assessments.

In the event the Participating Agency's share of reserve funds available as of the date of such termination or withdrawal (as determined above) are insufficient to pay any amount due the Plan (as determined above), or are at any time insufficient to fund payment of the Participating Agency's run-off claims, such Participating Agency shall immediately and without delay contribute funds in amounts sufficient to fund such payments. In the event the Participating Agency fails to immediately contribute funds to cure such insufficiency of funds available, the Plan shall have no further duty or liability for payment of the Participating Agency's run-off claims, and the Participating Agency shall then be solely responsible for administration and payment of its own run-off claims; provided, however, the Participating Agency shall remain liable for any amount due the Plan (as determined above) as of the date of such termination or withdrawal.



OPEH&W
Health *Plan*
www.opehw.com

**New
Employer Group
Participation
Application
Form**

For Administration Office Use Only	EfdDt			0	1	2	0	1	PlnID				OkID			Lf		
	Vsn		VsnID					MdID					RxD					

Employer Group Details

Employer's Name	C	i	t	y														
Organization Type	M	u	n	i	c	i	p	a	l	i	t	y						
FEIN*	7	3	-	6	0	0	5	5	1	9								
Physical Address*	5	0	0		W		M	a	i	n								
City, State, ZIP*	Y	u	k	o	n		O	K		7	3	0	0	9				
Mailing Address (if different from above)	P	O		B	O	X		8	5	0	5	0	0					
City, State, ZIP	Y	u	k	o	n		O	K		7	3	0	8	5				

Designated Board Representative (if a county, this must be an elected official)

Name*	C	i	n	d	i		S	h	i	v	e	r	s										
Title*	H	R		D	i	r	e	c	t	o	r												
Phone*	4	0	5	3	5	0	3	9	2	6		FAX	4	0	5	3	5	0	3	9	2	6	
Email	cshivers@cityofyukon.com																						

Primary Person Responsible for Benefits Administration (if different from above)

Name*	J	u	l	i	e		W	i	n	f	r	e	y										
Phone*	4	0	5	2	2	8	7	6	9	8		FAX*	4	0	5	2	2	8	7	6	8	9	
Email*	jule.winfrey@premier-source.com																						
Address*	2	1	1		N		R	o	b	i	n	s	o	n		S	t	e		1	4	9	0
City, State, ZIP*	O	K	C		O	K		7	3	1	0	2											

Backup Person Responsible for Benefits Administration

Name	C	i	n	d	i		S	h	i	v	e	r	s										
Phone	4	0	5	3	5	0	3	9	2	6		FAX	4	0	5	3	5	0	3	9	5	0	
Email	cshivers@cityofyukon.com																						
Address	5	0	0		W		M	a	i	n													
City, State, ZIP	Y	u	k	o	n		O	K		7	3	0	0	9									

Administrative Responsibilities for Current or Future Federal Regulations

The administrative office of the Health Plan is a full service unit, to that end, complete administration of federal regulations such as COBRA & HIPAA are provided at no additional charge. The administrative office staff of the Health Plan are continually trained and educated in the many complex functions of these regulations, and all associated materials and mailings are continually updated and legally reviewed to ensure maximum compliance is maintained. However, it is ultimately the responsibility of the employer group itself to communicate to the administration office in a timely manner all enrollments and terminations. With the strict time-lines required in these federal regulations, failure to do so might result in unfavorable legal opinions and/or severe fines. Proper training will be given to your staff responsible for human resource operations to ensure strict adherence to these rules.

Checking here acknowledges your understanding*:

Continued Full Disclosure

The participating entity will communicate in writing to the Health Plan Administrator immediately any and all information on enrolled individuals who experience one of the following events:

- Become eligible for COBRA Coverage
- Become eligible for Retiree Coverage
- Die
- Become Disabled
- Start and End a Leave of Absence
- Are Laid-off

Checking here acknowledges your understanding*:

Money

Monies paid into the Health Plan are the property of the Health Plan Participants and cannot be used for the benefit of any non-Health Plan Employer Group. If your Employer Group, elects to leave the Health Plan, you represent that your Employer Group shall be responsible for the payment of all claims and associated administrative expenses not paid for with the terminating Employer Group's fair share of available funds (Health Plan Reserves) at the time of termination. You also understand that only the Health Plan Trustees have the authority to award any entity a portion of any surplus and that the Trustees can only do so after all claims have been paid for by the terminating Employer Group under guidelines established by the Trustees. You also accept that if any monies are refunded, they can only be used for the Health & Welfare coverage of the employees (and their dependents) at the terminating Employer Group.

Checking here acknowledges your understanding*:

Premium Payments

The Health Plan invoices for premiums at the end of each month. You will have **15-days** from the receipt of your monthly billing invoice to remit payment.

Checking here acknowledges your understanding*:

Eligibility

If an effort to administer your employer group effectively we need to determine when and which employees are eligible for healthcare benefits with you. Therefore, please answer the following questions with as much clarity as possible, and if any of your business rules should change in the future, please notify the Health Plan Administrators Office prior to new stipulations becoming effective.

Pre-Existing Condition Exclusion Periods

For covered individuals aged **18-years old or younger** (either a member, spouse or dependent), there is **NO** prior continuous coverage requirement, and therefore, no possibility of a Pre-Existing Conditions Exclusion Period to meet.

For covered individuals aged **19-years old or older** (whether a member, spouse or dependent), with continuous health insurance coverage during the previous **12-months** without a gap in coverage of more than **63-days**, there is **NO** Pre-Existing Conditions Exclusion Period to meet.

For covered individuals aged **19-years old or older** (whether a member, spouse or dependent), **without** continuous health insurance coverage during the previous **12-months** or with a gap in coverage of more than **63-days**, there **WILL BE** a Pre-Existing Conditions Exclusion Period of **12-months** to meet for any condition which the individual has sought treatment or advice from a medical professional in the last **6-months** (certain conditions such as pregnancy are not considered).

If an individual aged **19-years old or older** was working through (or drawing down) an Exclusion Period with their previous carrier, they will continue to draw it down from that point, with no loss of credit (i.e. if they only had **3-months** of an exclusion period left with their previous carrier, they would continue to have only **3-months** left upon joining the Health Plan, drawing it down from that point).

Please Note: As of **7/1/2014** Pre-Existing Conditions Exclusion Period will **NO LONGER** exist.

Checking here acknowledges your understanding:*

The Health Plan's Eligibility Guidelines

The Health Plan's standard definition of an employee is as follows (taken directly from the Health Plan's Benefit Book): All Employees are eligible for coverage under the Health Plan if they are a full-time employee of an employer which is a participating governmental agency of the inter-local government agreement.

A full-time employee is an employee who, at a location established by the employer, is actively working a full scheduled work week of not less than **20-hours** in the conduct of the business of the employer and not classified as a part-time, temporary or seasonal employee, except that a person elected by popular vote, including elected officials and board members of a participating governmental agency, will be considered an eligible employee during the persons tenure in office. Education employees must be actively working a full scheduled workweek of not less than **20-hours** or equivalent of **20-hours**.

Checking here acknowledges your understanding:*

Actively At Work

The Health Plan has an actively at work provision which means that coverage of employees who are not actively at work on their effective date (hospital confined or not performing functions of a person of the same sex and age, with respect to dependents) will have a delayed effective date for being covered under this Health Plan. The effective date of coverage shall be the day following the second consecutive day following their return to work (or normal activity for dependents) on a full-time basis, unless exempted in writing, by the stop-loss carrier from this provision wherein they are covered as though not disabled.

Checking here acknowledges your understanding:*

Hour's per Week Required for Eligibility

If your requirement for eligibility of benefits is greater than the Health Plan's minimum of 20-hours, enter it here. By Federal regulation you cannot exceed 30-hours:

3	0
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It is your responsibility to police this to ensure that this rule is adhered to. Failure to do so may create legal issues from disenfranchised employees. Furthermore, the Health Plan reserves the right to deny payment of claims for employees not meeting this minimum requirement, including the right to recover Health Plan expenses from the employee and/or provider.

Checking here acknowledges your understanding:*

When Can Eligible Employees Enroll & Under What Rules?

Conceivably, there are sections of your workforce whom may become eligible at different times, have probationary periods to meet before they are eligible, or be eligible for different cost/premium sharing rules. Therefore, in order to provide excellence in the Health Plan's administration practices, please complete multiple versions of the last page of this form to demonstrate these. There exist serious legal considerations to ensure that these are followed precisely, primarily to avoid COBRA malpractice issues. Please help us, help you by providing accurate information, and keep the Health Plan's administration offices informed of any changes which may occur.

Explanation of a 'New Hire Waiting Periods'

The length of time after someone is hired before their benefits become effective. Typically this is 'Date of Hire' which is the 1st of the month following their hire date, or the same day if they commence their employment on the 1st day of a month. Other options are 30- days or 60-days. However, effective dates will always be the next occurring 1st day of the month following the end of their waiting period, or the 1st day of a month if it so falls.

Checking here acknowledges your understanding:*

Enrollment

The administration office of the Health Plan will **NOT** conduct an onsite enrollment of your employees, instead your employees will use the Health Plan's secure online enrollment platform (HEART) available at www.oepheart.com.

Pre-Enrollment Data Requirements

To ensure as smooth a transition as possible, we would like to have the following data no later than **6-weeks** prior to your employer group's Health Plan start date:

A listing of current retirees and later in a Microsoft Excel spreadsheet file:

If your employer group is an OPERS participant, and you are leaving the State Insurance Pool to join the Health Plan, the this should only include those retirees with retirement dates of 1/1/2002 onwards. Retirees with retirement dates prior to 1/1/2002 will remain on the State Insurance Pool. This is an OPERS rule, and is necessary to secure the continuation of any OPERS premium subsidy.

- Name
- Address
- Phone Number
- Retirement Date

A current listing of COBRA participants in a Microsoft Excel spreadsheet file:

- Name
- Address
- Phone Number
- Qualifying Events Dates & Details
- Original COBRA coverage effective date

Checking here acknowledges your understanding*:

How Many Employees Do You Have?

Using the above stipulated rules, how many current employees do you have whom are eligible for healthcare benefits. This is not the number whom are currently participating. Furthermore, we understand that due to regular turnover of employees that this number is likely to fluctuate considerably on a monthly basis.

Number of Eligible Employees:*

Number of COBRA Participants:*

Number of Retirees:*

Checking here acknowledges your understanding*:

Deductible Credit Program

Does your current plan year start on a date other than July? No Yes - plan year: 7/1-6/30
- deductible year: 1/1-12/31

If you answered 'Yes', then, in an effort to prevent undue hardship on your employees as a result of a change in their healthcare benefits and given that if there is a difference in plan year start dates between the Health Plan and your current carrier; the Health Plan will offer a Deductible Credit Program to all of your employees enrolled at the time of transition. For this to be done, you must provide the Health Plan Administrator's office with a deductible credit report from your current healthcare benefits provider.

Checking here acknowledges your understanding*:

Acknowledgement & Disclosure of Full Understanding

To ensure that all due consideration has been given to the communication of the various components of the Health Plan, please state your acknowledgement and full understanding of the following points, all of which you have been fully disclosed of and satisfactorily educated in, additionally, that you have been given every opportunity to question and seek a thorough understanding.

Finally, your acknowledgement equates to an understanding of these terms in respect to your employer group and to ensure you have a full understanding of all these points before final execution of this document and the Health Plan's Inter-Local Government and Participation Agreements.

Please acknowledge your complete understanding of each of the following by check-marking each oval*:

- The **Twelve (12)** Month Minimum Entity Participation Period
- The Inter-Local Government Agreement
 - Ownership % Methodology
 - What Happens if you leave the Health Plan
 - Run-off Claims
 - Catastrophic Fundraising Mechanism
 - The Plan's Concept, Construction & Control Mechanisms
- Retirees
 - Over-65 – Medical Coverage - Medicare Supplements
 - Over-65 – Rx Coverage - Medicare Part D
 - Which Retirees Must Move & Enroll
(only applicable to employer groups which are joining from State Insurance Pool)
 - OPERS Entitlements
(only applicable to employer groups who participate in the Oklahoma Public Employees Retirement (OPERS) program)
- COBRA Administration
 - Current COBRA Participants
- Enrollment, Transition & Post- Enrollment Actions
 - Certificates of Creditable Coverage
- The Health Plan's Coverage Lines & Benefits
 - Health (Medical & Rx)
 - Dental
 - Orthodontic Dental
 - Vision
 - Employer Group Options
 - Group Life
 - Employer Group Options
 - Additional Life
 - Employer Group Options

Employee Class Definitions & Rules

Please complete a copy of this page for each type of employee listed in your Employee Handbook who are eligible for Health Insurance Benefits. If all employee's are treated the same, then please enter **ALL** in the Employee Class field. For example: A management employee may have different health benefit coverage options and employer contribution amounts compared to that of a regular employee.

Employee Class*

A	L	L																		
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Please use the same terminology as your employee handbook lists.

Benefit Start Date*

Date of Hire / First 1st Day of the Month

(Waiting Period)

30 Days

60 Days

Contribution Model*

Please explain how and what you contribute towards the cost of an employee's health benefits. For example: Do you pay a percentage of the cost? Do you pay up to a certain dollar amount, and if so, is the dollar amount a combined value for the employee to choose where to apply it, or is a certain amount per coverage? Or, do you require an employee to pay an amount towards their coverage, after which, you pay the rest, and again, is this a combined amount for the employee, or a does it differ by coverage type (medical, dental, vision, life)? If necessary, list the contribution next to each coverage line below.

GENERAL EE's:

- 'Employee Only' tier = 100% Employer paid.....Dependent tiers = Employer pays 'Employee Only' premium + 30%

FIRE EE's:

- 'Employee Only' tier = 100% Employer paid.....Dependent tiers = All employer paid EXCEPT \$166 per bi-weekly paycheck

POLICE EE's:

- 'Employee Only' tier = 100% Employer paid.....Dependent tiers = All employer paid EXCEPT \$133 per bi-weekly paycheck.

Coverage Lines to be Offered

Which coverage lines should we make available to your employees?

Health (Medical/Rx)

No Yes

Dental

No Yes

Orthodontic Dental

No Yes

This is a full dental plan through MetLife, additionally, it offers coverage for Orthodontia, for adults as well as children. It can be taken with or without the Health Plan's core dental coverage. This coverage line is a voluntary benefit option, i.e. paid for by the Employee through pay-roll deduction.

Vision

No High (frames every 12-months) Low (frames every 24-months)

Group Life

No \$20k \$30k \$40k \$50k

The Group Life product is guaranteed issue (i.e. enrollment in it is not dependent upon health status) and the premium is not age rated. Typically, this coverage line is paid for by the employer group, but can sometimes be the employees responsibility.

If selected above, will Group Life be paid for by the employer group, or, the employee?

Employer Group Paid Employee Paid

Additional Life

No Yes

The Additional Life product is sometimes called 'Voluntary Life', this is additional life coverage available to the employee, and is age priced. The employee is able to select a coverage level based upon there annual pay. Initial enrollments are guaranteed issue for amounts up to \$150,000, after which health status is considered before coverage is approved. Additional Life is a voluntary coverage line and so the paid for by the employee through pay-roll deduction. Sometimes, an employer group may pay for a small amount of Additional Life Coverage for each employee in addition to their Group Life coverage.

If selected, will your employer group be paying for any Additional Life for your employees? No Yes

If Yes, what amount of coverage will the employer group be paying for (in thousands)?

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