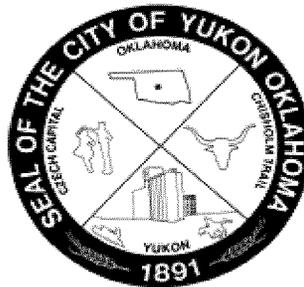


City Council Agenda

February 1, 2011

Yukon



Bob Bradway, Mayor ~ Ward 4
John Tipps, Vice Mayor ~ At-Large
Dewayne Maxey, Council Member ~ Ward 3
John Alberts, Council Member ~ Ward 2
Nick Grba, Council Member ~ Ward 1
Jim Crosby, City Manager

Yukon City Council Work Session
Conference Room - Centennial Building - 12 South 5th Street
February 1, 2011 - 6:00 p.m.

1. General Discussion of City Operations

Yukon City Manager Installation
Centennial Building - 12 South 5th Street
February 1, 2011 - 7:00 p.m.

THE OATH OF OFFICE
WILL BE ADMINISTERED TO CITY MANAGER
GRAYSON BOTTOM
BY
MUNICIPAL JUDGE GEORGE RAMEY



REFRESHMENTS WILL BE SERVED

City Council - Municipal Authority Agendas

February 1, 2011 - 7:30 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, January 31, 2011.

Invocation: Pastor Ron Rasmussen, Christ's Church of Yukon

Flag Salute:

Roll Call: Bob Bradway, Mayor
John Alberts, Council Member
John Tipps, Council Member
Dewayne Maxey, Council Member
Nick Grba, Council Member

Presentations and Proclamations
"Children's Dental Health Month"

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 January 18, 2011

ACTION _____

2A. Consider approving and entering into an agreement for the Operations, Maintenance and Management Services for the Waste Water Treatment Plant between the Yukon Municipal Authority and Veolia Water North America-Central, LLC in the amount of \$1,064,077.00 annually, for a term of ten (10) years

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 January 18, 2011
- B) Payment of material claims in the amount of \$364,918.99
- C) An agreement allowing Yukon BMX to use Taylor Park from January 19, 2011 through January 19, 2012
- D) An agreement allowing Oklahoma Nitro Club to use Taylor Park from January 19, 2011 through January 19, 2012
- E) Setting the date for the next regular Council meeting for February 15, 2011, 7:30 p.m., in the Council Chambers of the Centennial Building, 12 South Fifth Street

ACTION _____

2. Reports of Boards, Commissions and City Officials

- 3. Consider approval of Resolution No. 2011-01, a Resolution of the City of Yukon, Oklahoma, concerning bridge inspection responsibility by local government for compliance with National Bridge Inspection Standards (Bridge inspection Contracts for April 2011 to March 2013)**

ACTION _____

- 4. Consider approving and entering into a Memorandum of Understanding between the City of Yukon and the Fraternal Order of Police Lodge #173 concerning the Collective Bargaining Agreement between the City of Yukon and the Fraternal Order of Police Lodge #173**

ACTION _____

- 5. Consider approving and entering into a Collective Bargaining Agreement between the City of Yukon and the Fraternal Order of Police, Lodge #173, for fiscal year 2011-2012**

ACTION _____

- 6. Consider approving and entering into a Memorandum of Understanding between the City of Yukon and the International Association of Fire Fighters, Local #2055, concerning the Collective Bargaining Agreement between the City of Yukon and the International Association of Fire Fighters, Local #2055

ACTION _____

- 7. Consider approving and entering into a Collective Bargaining Agreement between the City of Yukon and the International Association of Fire Fighters, Local #2055, for fiscal year 2011-2012

ACTION _____

- 8. Consider approving specifications for roof repairs to a group of seven (7) City buildings damaged in the February 10, 2009 hail storm, and authorizing the purchasing agent to solicit bids for repair work

ACTION _____

- 9. Consider entering into a Project Agreement with the State of Oklahoma Department of Transportation for SH 4 roadway improvements from SH 66 N. approximately 7.0 miles to SH 3, including bridge replacements over the N. Canadian river and 2 overflows (Federal-Aid Project Nos. STPY-009C(247), BRFY-009C(248) & SSP-009C(249)SS State Job Piece No. 04757(04)(05) & 04758(04)

ACTION _____

- 10. Consider approving the abatement costs for the following properties and authorizing the City Clerk to place liens on the properties with the Canadian County Treasurer

LOCATION	OWNER	ABATEMENT COST
220 Tanglewood Dr. Lot 5, Block 11, Ranchwood Hills 3rd Addition	Gene E. McMurtrey	\$945.34
401 Annawood Lot 10, Block 22, Ranchwood Hills	Country Wide Home Loan Service	\$371.73
604 Brandon Place Lot 2, Block 13, Canadian Heights 5th Addition	Bank of America	\$623.96
613 S. 8th Street Dr. Lot 3, Block 3, Valley View Addition	Wells Fargo	\$668.51
1502 Glenda Dr. Lot 177, McKinney Heights Addition	Household Finance	\$548.21
Total:		\$3,157.75

ACTION _____

- 11. Consider a Public hearing to determine whether the following properties should be declared detrimental to the health, benefit and welfare of the public and community, and direct staff to take appropriate action to abate same**

LOCATION	OWNER	VIOLATION
200 Klondike	Freeman	Trash, Grass, Weeds
720 Royal Ln.	Whittaker	Trash, Grass, Weeds
720 Royal Ln.	Whittaker	Nuisance Vehicles
536 S. 3 rd St.	William Rischard and Kay F Trustee Rischard Living Trust DTD 4-27	Trash, Grass, Weeds
600 S. 3 rd St.	Dacus	Trash, Grass, Weeds
435 S. 8 th St.	John C. Guthrie Jr. & Pam Suttles	Nuisance Vehicles

ACTION _____

- 12. New Business**

- 13. Council Discussion**

- 14. Adjournment**



PROCLAMATION

Whereas, the future is, to a large measure, dependent on the good health of our children and youth, the citizens of tomorrow; and

Whereas, good health, physical and mental, can be achieved through good health habits learned early.

Now therefore, I, Bob Bradway, Mayor of the City of Yukon do hereby proclaim the month of February, 2011 as

“CHILDREN’S DENTAL HEALTH MONTH”

in the City of Yukon and urge all citizens and all community organizations to join in the observance.

Given under my hand and Seal of the City of Yukon this 1st day of February, 2011.

Bob Bradway, Mayor

Douglas A. Shivers, City Clerk

**Yukon Municipal Authority Minutes
January 4, 2010**

ROLL CALL: (Present) Bob Bradway, Chairman
 John Tipps, Vice Chairman
 John Alberts, Trustee
 Dewayne Maxey, Trustee
 Nick Grba, 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 January 4, 2011

The motion to approve the YMA Consent Docket, consisting of the approval of the minutes of the regular meeting of January 4, 2011, was made by Trustee Tipps and seconded by Trustee Maxey.

The vote:

AYES: Tipps, Alberts, Maxey, Bradway, Grba

NAYS: None

VOTE: 5-0

MOTION CARRIED

(Adjourn as YMA and Reconvene as Yukon City Council)

**AGREEMENT FOR
OPERATIONS, MAINTENANCE
AND MANAGEMENT SERVICES**

**BY AND BETWEEN
THE YUKON MUNICIPAL AUTHORITY,
THE CITY OF YUKON
AND
VEOLIA WATER NORTH AMERICA – CENTRAL, LLC**

FEBRUARY 1, 2011

**AGREEMENT FOR
OPERATIONS, MAINTENANCE
AND MANAGEMENT SERVICES**

THIS AGREEMENT is entered into as of the 1st day of February, 2011, and effective the 1st day of July, 2012 by and between

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

and

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

W I T N E S S E T H:

WHEREAS, YUKON owns and provides for the operation of certain water and wastewater treatment Facilities, more specifically described on *Appendix B, Description of Project – Wastewater*, and *Appendix D, Description of Project – Water*; and,

WHEREAS, YUKON desires to employ the services of VWNA in the management, operation and maintenance of the Facilities, and VWNA desires to perform such services for the compensation provided for herein;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions contained herein, **IT IS HEREBY AGREED**.

**ARTICLE 1
GENERAL PROVISIONS**

1 General Provisions

1.1 Definitions. Definitions of words and phrases used in this Agreement and the attachments are contained in *Appendix A, Definitions*.

1.2 Facilities Ownership. All land, buildings, Facilities, easements, licenses, rights-of-way, equipment and vehicles presently or hereinafter acquired or owned by YUKON

shall remain the exclusive property of YUKON unless specifically provided for otherwise in this Agreement.

- 1.3 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oklahoma with the venue of any action brought with respect to this Agreement to be in Canadian County, Oklahoma.
- 1.4 Assignment and Binding Effect. VWNA shall have the right to assign this Agreement, without YUKON's consent, (i) to an affiliate that has the technical and financial ability to perform VWNA's obligations hereunder; or (ii) in conjunction with a merger, consolidation or sale of substantially all of the assets of VWNA. VWNA shall provide prior written notice to YUKON of any such transfer, along with evidence of the technical and financial ability of the transferee. VWNA may also collaterally assign this Agreement and/or its right to any payments hereunder, but not its obligations to perform services hereunder, to one or more lenders providing financing to VWNA or any affiliate thereof. Any other transfer or assignment by either VWNA or YUKON of this Agreement shall be null and void unless authorized by the other party in writing in advance, such authorization not to be unreasonably withheld. This Agreement shall be binding on each of the successors and assigns of each of the parties.
- 1.5 Notices. All notices shall be in writing and transmitted to the party's address stated below. All notices shall be deemed effectively given when delivered, if delivered personally or by courier mail service, i.e., Federal Express or United Parcel Service; delivered three (3) days after such notice has been deposited in the United States mail postage prepaid, if mailed certified or registered U.S. mail, return receipt requested; or received by the party for which notice is intended, if given in any other manner, at its address below (or at such other address for such party as shall be specified by notice in fact delivered):

If to OWNER, at: Yukon Municipal Authority
500 W. Main Street
Yukon, Oklahoma 73099
Attn: Matt Maly

If to CITY, at: City of Yukon
500 W. Main Street
Yukon, Oklahoma 73099
Attn: Matt Maly

If to VWNA, at: Veolia Water North America-Central, LLC
100 N. Broadway Avenue, Suite 1520
Oklahoma City, Oklahoma, 73102
Attn: Area Manager

With a copy to: DeBee Gilchrist, P.C.
100 North Broadway, Suite 1500
Oklahoma City, OK 73102
Attn: H. Edward DeBee

And a copy to: Triad Design Group, Inc.
City Engineers
City of Yukon, Oklahoma
3020 N.W. 149th Street
Oklahoma City, OK 73134
Attn: Joe Davis, P.E.

And a copy to: Michael Segler
City Attorney
P. O. Box 850126
Yukon, OK 73099

- 1.6 Entire Agreement. This Agreement, including *Appendices A through H*, is the entire Agreement between the parties. This Agreement may be modified only by written agreement signed by both parties. Wherever used, the terms “VWNA” and ”YUKON” shall include the respective officers, agents, directors, elected or appointed officials and employees and, where appropriate, subcontractors or anyone acting on their behalf.
- 1.7 Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect, and shall in no way be affected, impaired or invalidated.
- 1.8 Independent Contractor. It is understood that the relationship of VWNA to YUKON is that of independent contractor. The services provided under this Agreement are of a professional nature and shall be performed in accordance with good and accepted industry practices for contract operators similarly situated. However, such services shall not be considered engineering services, and nothing herein is intended to imply that VWNA is to supply professional engineering services to YUKON, unless specifically stated in this Agreement to the contrary.
- 1.9 Operating Procedure. Notwithstanding anything to the contrary provided in this Agreement or otherwise, the parties agree all Project activity and decisions will be made by and communicated through the Operating Representatives appointed by the parties pursuant to Subsection 1.11 below.
- 1.9.1 For all non-emergency situations, the parties further agree that in the event that VWNA is required to secure the prior written approval of YUKON and the YUKON Operating Representative to make a Major Repair to the Facilities, VWNA shall submit the request for approval to YUKON and

the YUKON Operating Representative. YUKON and YUKON Operating Representative may approve the VWNA request and the Major Repair will be made. If the YUKON Operating Representative shall deny the request or shall fail to respond to the request within ten (10) days, VWNA shall promptly resubmit the request for approval to YUKON Operating Representative and City Manager of YUKON. If no response is made by the City Manager within five (5) days from the date of the date the request is delivered, the request shall be deemed denied by YUKON, in the same manner as if the request had been formally denied in writing.

1.9.2 For all emergency situations, the parties agree that in the event that VWNA is required to secure the prior written approval of YUKON and the YUKON Operating Representative to make a Major Repair to the Facilities, VWNA shall promptly telephone the YUKON Operating Representative when the emergency situation is discovered and commence taking action for the correction of the emergency situation. After the emergency situation has been corrected, VWNA shall promptly begin seeking approval as set forth in Subsection 1.9.1 above, for all non-emergency situations.

- 1.10 Enforcement. If any litigation is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which are directly attributed to such litigation, in addition to any other relief to which it may be entitled.
- 1.11 No Additional Rights. Nothing in this Agreement shall be construed to create in any third party or in favor of any third party any right(s), license(s), power(s) or privilege(s).
- 1.12 Operating Representative. Prior to the commencement of work under this Agreement, VWNA shall designate in writing an employee or other representative who shall have full authority to approve changes in the Scope of Work and compensation therefore, execute written Change Orders reflecting such changes, render decisions promptly, and furnish information expeditiously to YUKON when necessary. OWNER shall designate in writing an employee or other representative who shall have authority to approve minor changes in the Scope of Work which do not involve additional compensation to VWNA and who shall promptly bring to the attention of OWNER for consideration of major changes in the Scope of Work or any change in the Scope of Work which would involve additional compensation to VWNA.

ARTICLE 2
VWNA SCOPE OF SERVICES – GENERAL

2 VWNA Scope of Services – General. Except as otherwise provided in this Article 2, from the Commencement Date and thereafter during the term of this Agreement, VWNA shall:

- 2.1 Staffing. Within a reasonable time after start-up, VWNA will staff the Project with an appropriate staffing level of employees who have met appropriate licensing and certification requirements of the State of Oklahoma and who are capable and demonstrate experience necessary to operate and maintain the Facilities. VWNA will provide a minimum staff of four (4) individuals. VWNA shall meet the staffing requirements set forth on *Appendix H, Staff Certifications*. In the event that a position is vacated, VWNA will use commercially reasonable efforts to fill the vacated position within forty-five (45) days. In the event that VWNA is unable to fill the vacated position as a result of an uncontrollable circumstance, such as a labor shortage or lack of qualified personnel, VWNA will submit a request for an extension of thirty (30) days to the YUKON Operating Representative. The YUKON Operating Representative will review the uncontrollable circumstance and request for extension and may grant the request.
- 2.2 Education and Training. VWNA shall provide ongoing training and education for appropriate personnel in all necessary areas of modern wastewater process control, operations, maintenance, safety, supervisory skills, laboratory, energy management, etc.
- 2.3 Computerized Maintenance and Process Controls. VWNA shall license the use of Computerized Maintenance and Process Controls. The Computerized Maintenance and Process Controls will be capable of readily providing historical data and trends. During the term of this Agreement and for a period of six (6) months thereafter, VWNA will maintain an electronic copy of the data used by the Computerized Maintenance and Process Controls related to the operation and maintenance of the Facilities and will transfer such data to YUKON upon request. Additionally, VWNA will provide information concerning the Computerized Maintenance and Process Controls to YUKON on request. VWNA will, to the extent consistent with its legal rights acquired as licensee of the Computerized Maintenance and Process Controls, assign to YUKON the Computerized Maintenance and Process Controls.
- 2.4 Equipment and Vehicles Inventory. Within forty-five (45) days after VWNA begins service under this Agreement, VWNA will provide a physical inventory of OWNER's vehicles and equipment in use at the Project and a general statement as to the condition of each piece of equipment.
- 2.5 Chemicals Inventory. VWNA will provide OWNER with a physical inventory of chemicals and other consumables on hand when VWNA begins services under this Agreement. VWNA will provide OWNER with the same quantity of chemicals or equivalent upon termination of this Agreement.

- 2.6 Warranty Maintenance. VWNA shall be responsible for maintaining all manufacturers' warranties on new equipment purchased by YUKON and assist YUKON in enforcing existing equipment warranties and guarantees.
- 2.7 Preventive Maintenance Documentation. VWNA shall provide YUKON with full documentation that preventive maintenance is being performed on YUKON's owned equipment, in accordance with manufacturer's recommendations or Prudent Industry Practices, at intervals and in sufficient detail as may be determined by YUKON. The Computerized Maintenance and Process Controls must include documentation of corrective and preventive maintenance and a spare parts inventory.
- 2.8 Noise and Odor Control. VWNA shall operate, maintain and/or monitor the Project on a twenty-four-hour per day, seven-day per week schedule. VWNA's operation will minimize and avoid to the extent reasonably practicable noise and odor disruption to adjacent neighborhoods.
- 2.9 Project Access. Visits may be made at a reasonable time by YUKON's employees so designated by YUKON's Representative. Keys for the Project shall be provided to YUKON by VWNA for such visits. All visitors to the Project, who are not YUKON's employees, shall comply with VWNA's operating and safety procedures. YUKON's employees will comply with YUKON's operating and safety procedures.
- 2.10 Comprehensive Maintenance Evaluation. At OWNER's request, VWNA will perform a Comprehensive Maintenance Evaluation ("CME") on appropriate Plant equipment at the Project. The CME will be delivered to OWNER within one hundred and eighty (180) days of services beginning under this Agreement. This evaluation will be updated at least annually. Costs incurred for the CME shall be paid by the OWNER once approved at time of request.
- 2.11 Employee Safety Program. VWNA will implement and maintain an employee safety program in compliance with applicable laws, rules and regulations and make recommendations to OWNER regarding the need, if any, for OWNER to rehabilitate, expand or modify the Project to comply with governmental safety regulations applicable to VWNA's operations hereunder and federal regulations promulgated pursuant to the ADA. Nothing herein shall be construed to place upon VWNA a duty to find and report violations of either the safety laws or the ADA at the Facility.
- 2.12 Non-Emergency Modification. Subject to the provisions of 1.9.1, for all non-emergency situations which do not require a Major Repair, VWNA may modify the process and/or Facilities to achieve the objectives of this Agreement and charge the Costs to the Maintenance and Repair Limit.
- 2.13 Emergency Modification. Subject to the provisions of 1.9.2, for all emergency situations, irrespective of whether the situation requires a Major Repair, posing an imminent threat, or potential damage, injury or loss which would affect the safety of

persons or property, and all protective measures have been exhausted, VWNA may act without written amendment or change order, at VWNA's discretion, to prevent threatened damage, injury or loss. VWNA shall be compensated by OWNER for any such emergency work notwithstanding the lack of a written amendment once it has been determined that the emergency work performed by VWNA is not within the scope of work defined specifically in Articles 2 and 3 and was reasonably expected to avert imminent threat or potential damage, injury or loss which would affect the safety of persons or property with the facts known at the time the action is taken. Such compensation shall include VWNA's Costs for the emergency work plus Mark-Up for overhead and profit.

- 2.14 Plant Performance Reports. As required by law, permit or court order, VWNA will prepare plant performance reports and submit them to OWNER for signature and transmittal to appropriate authorities.
- 2.15 Testing. VWNA will provide laboratory testing and sampling presently required by plant performance portions of the NPDES permit and/or any federal, state or local rules and regulations, statutes or ordinances, permit or license requirements or judicial and regulatory orders and decrees.
- 2.16 Sludge Disposal. VWNA will provide for the management, collection and hauling of solid waste, screenings, grit, and scum ("Waste") to YUKON's existing or approved disposal sites. It shall be the sole right and responsibility of YUKON to designate, approve or select disposal sites to be used by VWNA for YUKON's waste materials. All Waste and/or byproduct treated and/or generated during YUKON's performance of services is and shall remain the sole and exclusive property of YUKON. All manifests or other documentation required for disposal of Waste shall be signed by or in the name of YUKON.
- 2.17 Recommended Capital Improvements. Within ninety (90) days from the effective date hereof, VWNA will provide a listing of recommended capital improvements required for the Project. VWNA will not be relieved of its responsibility to perform if the recommendations are not implemented; PROVIDED, HOWEVER, that capital improvement necessary to: (i) meet effluent requirements; (ii) meet federal, state or local laws, rules or regulations for the safety of persons in or about the Project; or (iii) meet ADA requirements, shall not be optional for YUKON. If approved, YUKON will make arrangements for the design and construction of said improvements.
- 2.18 Recommended Capital Plan. VWNA will provide an updated recommended five (5) year capital plan by June 30 of each Contract Year, and will reasonably work with the YUKON's Public Work Director and/or its designated engineer in development of the plans.

- 2.19 Facility Modifications. VWNA will coordinate modifications to the Facilities required to comply with OSHA standards and all costs associated therewith shall be charged to the OWNER.
- 2.20 Capital Repair and Improvement. Commencing with the Effective Date of this Agreement, VWNA will assist OWNER in developing and securing third party financing for capital improvements to the Facilities in an amount not to exceed one million and No/100ths Dollars (\$1,000,000.00). VWNA will assist OWNER in arranging for a municipal finance lease with a third party under terms and conditions which are acceptable to OWNER. The annual cost (or lease payment) will not be included in the Annual Fee payable under Subsection 5.1 hereinafter. As an alternative to third party financing described in the preceding sentences in this Section, OWNER may elect to request that VWNA provide the financing under terms and conditions acceptable to OWNER and VWNA. In the event VWNA provides the financing for capital improvements to the Facilities, an additional fee made payable to VWNA may be required and such fee would be included in the Annual Fee.

ARTICLE 3 VWNA SCOPE OF SERVICES – WATER AND WASTEWATER

- 3 VWNA Scope of Services – Water and Wastewater. Beginning on the Commencement Date, VWNA shall:
- 3.1 Applicability. This Article shall apply to VWNA’s operation, maintenance and management services for YUKON’s water and wastewater treatment Facilities.
- 3.2 Wastewater Facilities. Within the design capacity and capabilities of the Facilities and subject to the limitations as described in *Appendix B, Description of Project – Wastewater*, VWNA will manage, operate and maintain YUKON’s Wastewater Facilities so that effluent discharged from the Facilities meets the requirements of the discharge permits specified in *Appendix C, NPDES Permits and Project Characteristics – Wastewater Treatment*. Appropriate amounts of degreaser will be used to manage grease in lift stations.
- 3.3 Water Facilities. Within the design capacity and capability of the water wells, and subject to the limitations as described in *Appendix D, Description of Project – Water*, VWNA shall operate, maintain and manage the water wells for the purpose of water production and distribution within the requirements of the *Public Water Supply Regulations*, as they existed and were last amended by the Oklahoma Department of Environmental Quality on June 26, 1991, and as set forth on *Appendix E, ODEQ Public Water Supply Permit*. In the event that the *Public Water Supply Regulations* as they existed on June 26, 1991, are amended, VWNA shall continue to operate, maintain and manage the water wells within the requirements of the amended *Public Water Supply Regulations*; HOWEVER, to

the extent that the operation, maintenance and management of the water wells is more expensive to VWNA under the amended *Public Water Supply Regulations*, the difference in this cost of such continued operation, maintenance and management may be deemed an addition to the scope of services provided in this Agreement.

- 3.4 Maintenance and Repair. VWNA will perform all Maintenance and Repairs for the Project up to the Maintenance and Repair Limit; PROVIDED, that VWNA shall submit a proposal and secure written approval of YUKON and the YUKON Operating Representative for each item of Major Repair, prior to making such item of Major Repair for the Project. VWNA shall only submit reasonable proposals for each item of Major Repair. VWNA shall not make any expenditure for any item of Maintenance and Repair which is in excess of the Maintenance and Repair Limit without the express written approval of YUKON and the YUKON Operating Representative. In the event that YUKON and YUKON's Operating Representative shall deny the written approval required hereunder, VWNA shall not perform the Major Repair of the Project. If, in the opinion of VWNA, the failure to perform the item of Major Repair of the Project which was denied by YUKON and the YUKON Operating Representative creates a risk to the health or safety of the citizens of YUKON or a risk of physical damage to the Project or its operations, VWNA will notify the City Manager of Yukon and if no action is taken by the City Manager to approve such item within twenty-one (21) days, VWNA shall not have any responsibility or liability resulting from the failure to perform the denied item of Major Repair or the consequences thereof; PROVIDED, HOWEVER, VWNA shall continue to perform the remainder of this Agreement in accordance with its terms. VWNA will notify YUKON when actual Maintenance and Repair expenditures equal eighty percent (80%) of Maintenance and Repair Budget. For each Maintenance and Repair expenditure over Three Hundred and No/100ths Dollars (\$300.00), VWNA shall get a verbal approval prior to purchase. VWNA shall submit a monthly accounting of the remaining unused Maintenance and Repair Limit to YUKON, along with a detailed invoice of each expenditure from the Maintenance and Repair Budget. All consumables (oil, filters, grease, fluids, paint, and fuses less than 50 amps) are included in the Annual Fee.
- 3.5 Permits and Services. VWNA shall pay for permit cost for wastewater and water permits, storm water permits, state lab fees, water CCR development/mail distribution, and public notice publications for any violation. VWNA shall conduct Bac-T testing for new construction in Yukon based on fifty (50) collections a year. VWNA shall monitor YUKON Generator at Jackie Cooper Gym. VWNA shall notify Public Works Director of any alarm within a reasonable time.
- 3.6 No Title. At no time shall VWNA be deemed to have taken title to any influent, effluent, biologically toxic or regulated substances, biosolids sludge, solids, wastes, untreated wastewater, raw water, screenings, grit, sludges or any other materials or substances in process at any of the Facilities.

- 3.7 Lawn Maintenance. VWNA will provide lawn maintenance of all Facilities which will be kept in a groomed, mowed and edged state. Appropriate levels of herbicide will be used to maintain weeds.
- 3.8 Maintenance of Telemetry System. VWNA will be responsible for maintaining current telemetry system in all locations, including maintenance of any license requirements for any radios and software. All telemetry system hardware and software shall remain the property of YUKON. VWNA shall be responsible for employing qualified personnel to maintain telemetry system hardware and software. YUKON shall have remote read access to telemetry system at all times during the term of this Agreement.
- 3.9 VWNA shall be solely responsible for any fines, civil penalties, costs or expenses resulting from VWNA's failure to perform its obligations.

ARTICLE 4 YUKON'S DUTIES

4 YUKON's Duties

- 4.1 Capital Expenditures. YUKON shall fund all necessary Capital Expenditures. Priority shall be given to safety and the ADA related expenses described in Subsection 2.11. Any loss, damage, or injury resulting from YUKON's failure to provide capital improvements and/or funds in excess of the Maintenance and Repair Limit, when reasonably requested by VWNA, shall be the sole responsibility of YUKON.
- 4.2 Warranties and Guarantees. YUKON shall keep in force all Project warranties, guarantees, easements and licenses that have been granted to YUKON and are not transferred to VWNA under this Agreement.
- 4.3 Taxes. YUKON shall pay all sales, excise, *ad valorem*, property, franchise, and disposal taxes, or other taxes associated with equipment and materials purchased for the OWNER.
- 4.4 Sales and Use Taxes. In the event VWNA is required to pay any sales tax or use taxes on the value of the services provided by VWNA hereunder or the services provided by any subcontractor of VWNA, such payments shall be reimbursed by the OWNER, unless YUKON furnishes a valid and properly executed exemption certificate under 68 O.S. Section 1356 relieving YUKON and VWNA of the obligation for such taxes. In the event YUKON furnishes an exemption certificate which is invalid or not applicable to services by VWNA, YUKON shall pay any taxes, interest, penalties, and increment costs, expenses or fees which may occur as a result.

- 4.5 Disposal. OWNER shall provide for VWNA's entry into existing disposal facilities for screenings, grit, sludge and scum.
- 4.6 Cost of Compliance. YUKON shall be responsible for paying all Cost associated with bringing the Project into compliance with any modifications or additions to environmental laws that are made effective during the term of this Agreement. YUKON acknowledges and agrees that YUKON shall be responsible for any fines or civil penalties imposed by any regulatory or enforcement agencies directly resulting from YUKON's failure to meet any such requirements.
- 4.7 RMP Compliance. The parties anticipate that the Project, as of the commencement date hereof, will not be required to comply with the Accidental Release Prevention Program as set forth in the applicable sections of the Federal Clean Air Act ("RMP"). Following the commencement date hereof, in the event it is later determined that the Project must comply with RMP, YUKON shall be responsible for all Costs associated with bringing the Project into RMP compliance.
- 4.8 Utility Costs. OWNER shall be responsible for and shall directly pay the cost of natural gas, and water. In the event that VWNA must pay for any such costs, they will be reimbursed by OWNER. Electrical Cost will be paid by in accordance with Subsection 5.3 of this Agreement.

ARTICLE 5 COMPENSATION

- 5 Compensation. OWNER shall pay VWNA compensation for services provided herein equal to the sum of the following:
- 5.1 Annual Fee. VWNA's compensation under this Agreement shall consist of an Annual Fee. For the first year of this Agreement, VWNA's Annual Fee is One Million Sixty-Four Thousand Seventy-Seven and No/100ths Dollars (\$1,064,077.00). The Maintenance and Repair Limit included in the Annual Fee is Thirty-Five Thousand and No/100ths Dollars (\$35,000.00).
- 5.2 Approved Maintenance and Repair Expenditures. If actual Maintenance and Repair expenditures are less than the Maintenance and Repair Limit for any Agreement year, VWNA will rebate the entire difference to OWNER in accordance with Subsection 6.3. If actual Maintenance and Repair expenditures exceed the Maintenance and Repair Limit, OWNER will pay the excess to VWNA in accordance with Subsection 6.3. VWNA will notify OWNER when actual Maintenance and Repair expenditures equal eighty percent (80%) of contract limits.
- 5.3 Electrical Costs. VWNA and OWNER agree that 3,100,000 KWH per Contract Year shall be the annual usage by VWNA for all water well pumping and wastewater liftstation activities included in VWNA's scope of services which are

described in Subsections 3.2 and 3.3. For purposes of this Agreement, the 3,100,000 KWH limit shall be prorated for partial Contract Years based upon the number of days in the partial Contract Year. Beginning with the first Contract Year of this Agreement and for each Contract Year thereafter, in the event that the electrical power utilization for the water well pumping activities shall be less than 3,100,000 KWH per Contract Year, VWNA shall pay OWNER for any unused portion or power at the average cost of electricity used for purposes of calculating the adjustment to the Annual Fee on *Appendix F, Annual Fee Adjustment Formula*. Beginning with the first Contract Year of this Agreement, and for each Contract Year thereafter, in the event that the electrical power utilization for the water well pumping activities shall be greater than 3,100,000 KWH per Contract Year, OWNER shall pay all electrical power invoices resulting from such excess directly to the power provider. OWNER will pay as additional compensation to VWNA any increases in Electrical Cost incurred by VWNA that are a result of electrical rate increases that occur during any Contract Year.

- 5.4 Change in Scope of Service. Any compensation due from OWNER to VWNA as a result of the change in the scope of services to be provided by VWNA to OWNER shall be calculated and paid as provided in Article 7 herein below.
- 5.5 Adjustment to Annual Fee. The Annual Fee shall be negotiated each year at least four (4) months prior to the anniversary of this Agreement's commencement date. Should OWNER and VWNA fail to agree, the Annual Fee will be determined by the application of the procedures in *Appendix F, Annual Fee Adjustment Formula*. The Maintenance and Repair Limit shall increase or decrease by a percentage equal to the change in the Annual Fee.

ARTICLE 6 PAYMENT OF COMPENSATION

6 Payment of Compensation

- 6.1 Monthly Payment. One-twelfth (1/12) of the Annual Fee for the current year shall be due and payable on the first of the month for each month that services are provided.
- 6.2 Other Compensation. All other compensation to VWNA is due upon receipt of VWNA's invoice and payable within thirty (30) days. VWNA will whenever practicable submit along with its invoices an electronic copy to Public Works Director.
- 6.3 Return of Maintenance and Repair. Any monies payable pursuant to Subsection 5.2 will be paid within sixty (60) calendar days after the end of each Agreement year.

- 6.4 Interest on Overdue Balance. OWNER shall pay interest at an annual rate equal to the prime rate published by the Wall Street Journal plus two percent (2.0%), said rate of interest not to exceed any limitation provided by law, on payments not paid and received within sixty (60) calendar days of the due date, such interest being calculated from the due date of the payment. In the event the charges hereunder might exceed any limitation provided by law, such charges shall be reduced to the highest rate or amount within such limitation.

ARTICLE 7 SCOPE CHANGES

7 Scope Changes

- 7.1 Change in Scope of Services. A Change in Scope of Services shall occur when and as VWNA's costs of providing services under this Agreement change as a result of:
- 7.1.1 any change in Project operations, personnel qualifications or staffing or other cost which is a result of an Unforeseen Circumstance, including but not limited to a change in law;
 - 7.1.2 change in the services provided by VWNA as described in Articles 2 and 3, as requested and approved by YUKON; or
 - 7.1.3 increases or decreases of not less than ten percent (10%) in the effluent flows and influent loadings as demonstrated by a twelve (12) month floating average compared to the twelve (12) month period ending on the effective date of this Agreement, from the baseline influent loadings and effluent flows set forth in *Appendix C, NPDES Permit and Project Characteristics – Wastewater Treatment*.
- 7.2 Adjustment to Annual Fee. Upon approval of OWNER for Changes in Scope, described in Subsections 7.1.1 through and including 7.1.3, the Annual Fee shall be increased (or decreased) by an amount equal to VWNA's additional (reduced) Cost associated with the Change in Scope plus (minus) Mark-Up.

ARTICLE 8 INDEMNITY, LIABILITY, AND INSURANCE

8 Indemnity, Liability and Insurance

- 8.1 Indemnification by VWNA. VWNA hereby agrees to indemnify and hold OWNER harmless from any liability or damages for bodily injury, including death, which may arise from VWNA's negligence or willful misconduct under this Agreement;

PROVIDED, VWNA shall be liable only for that percentage of total damages that corresponds to its percentage of total negligence or fault.

- 8.2 Remedies. Neither party nor their affiliated companies, nor the officers, agents and employees or contractors of any of the foregoing, shall be liable to the other in any action or claim for consequential or special damages, loss of profits, loss of opportunity, loss of product or loss of use. Any protection against liability for losses or damages afforded any individual or entity by these terms shall apply whether the action in which recovery of damages is sought is based on contract, tort (including sole, concurrent or other negligence and strict liability of any protected individual or entity), statute or otherwise. To the extent permitted by law, any statutory remedies which are inconsistent with these terms are waived. For the purposes of clarity, VWNA shall not be responsible for any losses that are not caused by VWNA's negligence or a breach of its obligations under this Agreement. For the purposes of clarity, YUKON shall not be responsible for any losses that are not caused by YUKON's negligence or a breach of its obligation under this Agreement.
- 8.3 Disclaimer of Warranties. VWNA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 8.4 VWNA's Liability for Civil Penalties. VWNA shall be liable for those fines or civil penalties imposed by a regulatory or enforcement agency for violations occurring on or after the effective date of this Agreement, of the effluent quality requirements provided for in *Appendix C, NPDES Permit and Project Characteristics – Wastewater Treatment*, that are a result of VWNA's negligence, failure to comply with laws and regulations or activities which are inconsistent with any permit. OWNER will assist VWNA to contest any such fines in administrative proceedings and/or in court prior to any payment by VWNA. VWNA shall pay the cost of any such contest.
- 8.5 YUKON's Liability for Civil Penalties. YUKON shall be liable for those fines or civil penalties imposed by any regulatory or enforcement agencies on YUKON and/or VWNA that are not a result of VWNA's negligence or are otherwise directly related to the ownership of the Project.
- 8.6 Limitation of VWNA's Liabilities. To the fullest extent permitted by law and notwithstanding any other provision of this Agreement, VWNA's liability to YUKON for performance or non-performance of any obligation arising under the Agreement (whether arising under breach of contract, tort, or any other theory of law or equity) including, but not limited to its indemnity obligations specified in Subsection 8.1 of the Agreement, shall be limited to: (i) general money damages in an amount equal to the amount of any proceeds of insurance received by the OWNER or to which VWNA is entitled pursuant to any general liability insurance or automobile liability policy required to be maintained by VWNA

hereunder as specified in *Appendix G, Insurance Coverage*, (without regard to the amount of any deductible which may be applicable under any such general liability or automobile liability policy) with respect to such loss; and (ii) to the extent proceeds of insurance are not received or are not sufficient or such general liability or automobile insurance is not applicable, an amount not to exceed Two Million and No/100ths Dollars (\$2,000,000.00).

- 8.7 Insurance. Each party shall obtain and maintain insurance coverage of a type and in the amounts described in *Appendix G, Insurance Coverage*. Each party shall provide the other party with satisfactory proof of insurance.
- 8.8 Survival of Indemnification. Indemnity agreements provided for in this Agreement shall survive the termination of the Agreement, for the period of time allowed by the applicable statute of limitation during which the claim creating the indemnity obligation may be filed with a court of competent jurisdiction.

ARTICLE 9 TERM, TERMINATION, AND DEFAULT

9 Term, Termination and Default

- 9.1 Term. The initial term of this Agreement shall be ten (10) years commencing on the Effective Date. Thereafter, this Agreement may be renewed by mutual agreement of the parties for up to one (1) additional successive term of five (5) years. The parties may terminate this Agreement prior to termination only as set forth below or upon mutual agreement in writing.
- 9.2 Termination. Except as otherwise set forth herein, a party may terminate this Agreement only for a material breach of the Agreement by the other party; only after giving written notice of breach; and, except in case of a breach by OWNER for non-payment of VWNA's invoices, in which case termination may be immediate by VWNA, only after allowing the other party thirty (30) days to cure or commence taking reasonable steps to cure the breach.
- 9.3 Default. Upon notice of termination by OWNER and at OWNER's request, VWNA shall assist OWNER in assuming operation of the Project. If additional Cost is incurred by VWNA at request of OWNER, OWNER shall pay VWNA such Cost plus Mark Up for profit within fifteen (15) days of invoice receipt.
- 9.4 Return of Project, Equipment and Property. Upon termination of this Agreement and all renewals and extensions of it, VWNA will return the Project to OWNER in the same condition as it was upon the effective date of this Agreement, ordinary wear and tear excepted. Equipment and other personal property purchased by VWNA for use in the operation or maintenance of the Project shall remain the property of VWNA upon termination of this Agreement, unless the property was

directly paid for by OWNER, or OWNER specifically reimbursed VWNA for the cost incurred to purchase the property, or this Agreement provides to the contrary. If OWNER has elected to have VWNA provide its own equipment as part of the scope of services hereunder, then VWNA will at OWNER's option transfer such equipment to OWNER for Ten and No/100ths Dollars (\$10.00) at the end of the term of this Agreement.

ARTICLE 10 DISPUTES AND FORCE MAJEURE

10 Disputes and Force Majeure

- 10.1 Disputes. In the event activities by employee groups or unions cause a disruption in VWNA's ability to perform at the Project, OWNER, with VWNA's assistance or VWNA at its own option, may seek appropriate injunctive court orders. During any such disruption, VWNA shall operate the Facilities on a best-efforts basis until any such disruptions cease.
- 10.2 Force Majeure. Neither party shall be liable for its failure to perform its obligations under this Agreement, if such failure is due to any Unforeseen Circumstances beyond its reasonable control or force majeure. However, this Section may not be used by either party to avoid, delay or otherwise affect any payments due to the other party.

ARTICLE 11 CONFIDENTIALITY

11 Confidentiality

- 11.1 Confidential Information. To the extent permissible by law, VWNA or YUKON may from time to time disclose to the other party confidential information relating to the provision of services or the terms of this Agreement ("Confidential Information"). Neither party will disclose Confidential Information of the other to any third party, or use such Confidential Information for any purpose other than as specified herein, without the express written consent of the other party. Confidential Information will be clearly designated in writing as confidential. Confidential Information does not include information: (a) generally available to or known to the public; (b) previously known to the recipient; (c) independently developed by the recipient outside the scope of this Agreement; (d) lawfully disclosed by a third party; or (e) required to be disclosed by operation of law. Upon any termination or expiration of this Agreement in accordance with its terms, each party will, within a reasonable period of time thereafter return all

confidential or proprietary information received from the other party under the terms of this Agreement, except that each party may retain a legal file copy.

11.2 Intellectual Property. Any protectable intellectual property developed or used by VVNA in the course of performing the services under this Agreement shall be the exclusive property of VVNA.

The parties hereto indicate their approval of this Agreement by their signatures below, and each party warrants that all corporate or governmental actions necessary to bind the parties to the terms of this Agreement have been and will be taken.

VEOLIA WATER NORTH AMERICA-CENTRAL, LLC

By: John M. Wood
Name: John M. Wood
Title: President
Date: January 24, 2011

THE YUKON MUNICIPAL AUTHORITY

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

CITY OF YUKON, OKLAHOMA

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

APPENDIX A

DEFINITIONS

- A.1 **“Abnormal Substances”** means substances or materials that: (i) create a fire or explosion hazard at the Facility; (ii) will cause corrosive structural damage to the Facility; (iii) contain solid or viscous pollutants in amounts which will cause obstruction to the flow in the Facility; (iv) are present in flow rates or concentrations that will cause Interference or Pass Through; (v) will result in the presence of toxic gases, vapors or fumes within the Facility in a quality that may cause acute worker health and safety problems; or (vi) will result in an alteration of the requirements or costs for the operation or maintenance of the Facility.
- A.2 **“Adequate Nutrients”** means plant influent nitrogen, phosphorus and iron contents proportional to BOD₅ in the ratio of five (5) parts nitrogen, one (1) part phosphorus, and one-half (0.5) part iron for each one hundred (100) parts BOD₅.
- A.3 **“ADA”** shall mean the Americans with Disabilities Act as of the date of this Agreement.
- A.4 **“Annual Fee”** means a predetermined, fixed sum for VWNA’s services. The Annual Fee includes Cost and profit.
- A.5 **“Biologically Toxic Substances”** means any substance or combination of substances contained in the plant influent in sufficiently high concentration so as to interfere with the biological processes necessary for the removal of the organic and chemical constituents of the wastewater required to meet the discharge requirements of OWNER's Certificate of Approval. Biologically toxic substances include, but are not limited to, heavy metals, phenols, cyanides, pesticides and herbicides.
- A.6 **“Capital Expenditures”** means any expenditures for (1) the purchase of new equipment or facility items that cost more than Two Thousand and No/100ths Dollars (\$2,000.00); or (2) major repairs which significantly extend equipment or facility service life and cost more than Two Thousand and No/100ths Dollars (\$2,000.00) or (3) expenditures that are planned, non-routine and budgeted by OWNER.
- A.7 **“Change in Scope of Services”** means the change in scope of services as described in Article 7.
- A.8 **“Commencement Date”** means July 1, 2012.
- A.9 **“Computerized Maintenance and Process Controls”** means the Hach Company Water Information Management Software (Hach WIMS) and the Hach Company Computerized Maintenance Management System (Hach WIMS JobPlus).

- A.10 “**Contract Year**” means that period beginning July 1 of each calendar year during the term hereof and ending on June 30 of the following year, or portion thereof; PROVIDED, HOWEVER, the first Contract Year shall commence as of the 1st day of January, 2011, and will end the 30th day of June, 2011.
- A.11 “**Cost**” means all Direct Cost and indirect cost determined on an accrual basis in accordance with generally accepted accounting principles.
- A.12 “**Direct Cost**” means the actual cost incurred for the direct benefit of the Project including, but not limited to, expenditures for project management and labor, employee benefits, chemicals, lab supplies, repairs, repair parts, maintenance parts, safety supplies, gasoline, oil, equipment rental, legal and professional services, quality assurance, travel, office supplies, other supplies, uniforms, telephone, postage, utilities, tools, memberships and training supplies.
- A.13 “**Effective Date**” means January 1, 2011.
- A.14 “**Electrical Cost**” means cost of electrical power as set forth in Subsection 5.3.
- A.15 “**Facilities**” means the wastewater facilities described on *Appendix B, Description of Project – Wastewater*, and *Appendix D, Description of Project – Water*.
- A.16 “**Maintenance**” means those routine and/or repetitive activities required or recommended by prudent industry practices or by VWNA to maximize the service life of the equipment, sewer, vehicles and Facilities.
- A.17 “**Maintenance and Repair Limit**” means the total Maintenance and Repair expenditures that VWNA has included in the Annual Fee. Such expenditures exclude any labor costs for VWNA’s staff assigned to the Project. VWNA’s specialized maintenance personnel, not assigned at the Project, who provide such specialized services such as, but not limited to, vibration, thermographic and electrical analyses, instrumentation maintenance and repair will be charged to the Maintenance and Repair Limit.
- A.18 “**Major Repair**” means an item of maintenance or repair to the Facilities with a cost in excess of Two Thousand Five Hundred and No/100ths Dollars (\$2,500.00).
- A.19 “**Mark-Up**” shall mean twenty percent (20%).
- A.20 “**ODEQ**” means the Oklahoma Department of Environmental Quality.
- A.21 “**Operating Representative**” means the individual designated by the parties pursuant to Subsection 1.12 of this Agreement.
- A.22 “**Project**” means all equipment, vehicles, grounds, rights of way, sewers and Facilities described in *Appendix B, Description of Project – Wastewater* and, where appropriate, the management, operations and maintenance of such.

- A.23 **“Prudent Industry Practices”** means those methods, techniques, standards and practices which, at the time they are employed and in light of the circumstances known or believed to exist at the time, are generally accepted as reasonably prudent in the operation maintenance of water and/or wastewater assets as practiced in the United States with respect to equipment of similar type. For the warranty period of any piece of equipment, “Prudent Industry Practices” requires those maintenance activities required to maintain in force the manufacturer’s warranty.
- A.24 **“Repairs”** means those non-routine/non-repetitive activities required for operational continuity, safety and performance generally due to failure or to avert a failure of the equipment, sewer, vehicles or Facilities or some component thereof.
- A.25 **“Unforeseen Circumstances”** shall mean any event or condition which has an effect on the rights or obligations of the parties under this Agreement, or upon the Project, which is beyond the reasonable control of the party relying thereon and constitutes a justification for a delay in or non-performance of or increased cost of performance of an action required by this Agreement, including but not limited to (i) an act of God, landslide, lightning, earthquake, tornado, fire, explosion, flood, failure to possess sufficient property rights, acts of the public enemy, war, blockade, sabotage, insurrection, riot or civil disturbance, (ii) preliminary or final order of any local, province, administrative agency or governmental body of competent jurisdiction, (iii) any change in law, regulation, rule, requirement, interpretation or statute adopted, promulgated, issued or otherwise specifically modified or changed by any local, province or governmental body, (iv) labor disputes, strikes, work slowdowns or work stoppages, but excluding labor disputes, strikes, work slowdowns or work stoppages by employees of VWNA; and (v) loss of or inability to obtain service from a utility necessary to furnish power for the operation and maintenance of the Project.

APPENDIX B

DESCRIPTION OF PROJECT - WASTEWATER

VWNA agrees to provide the services necessary for the management, operation and maintenance of the following:

B.1 Description of the Facilities. The following sections describe the Facilities to be operated, maintained and managed. Conveyance and distribution lines will be maintained by the City of Yukon and are not to be included in this proposal. All equipment at each facility will be covered under the RFP unless noted otherwise by the city.

B.1.1 Wastewater Treatment Plant. The wastewater treatment plant is located in Canadian County in Yukon, OK. The plant will have a design capacity of 3.0 MGD. Current flow to the plant is an average daily flow of 2.94 MGD. The wastewater treatment plant is operated under NPDES Permit # OKOO28584 and will consist of the following processes:

Liquid Train

- Wet Well and Storm Water Lift Station - Two shaft driven turbine pumps are installed on top of a wet well. Influent water is channeled to headworks. Pumps are utilized to divert flow to a storm water holding pond during storm events and when the plant is not able to treat the additional flow.
- Headworks - A manual 3" barscreen precedes a US Filter Fine Screen. Flow then passes through a parshall flume for flow measurement.
- Headwork Pumping Station - Two 20hp screw lift pumps move water from the headworks to the Aeration Basin. One being a 4.2 MGD double flight screw pump and the other is a 3.0 MGD single flight screw pump which is scheduled for replacement.
- Fine Bubble Aeration Basin- Fixed floor diffusers transmit air to process water to facilitate the activated sludge process. Consisting of a 3 MG basin with 2800 fine bubble diffusers. The Basin has one influent location off the Headworks Pumping Station, two Return Activated Sludge (RAS) returns, and two Effluent control points.
- Blower Room- Three blowers are utilized to supply air to the Fine Bubble Aeration Basin. Blower #1 is a 100hp Invincible installed in 1998, Blower #2 is a 100hp HSI installed in 2009, and Blower #3 is a 150hp Gardner Denver installed in 2006.
- Secondary Clarification - Three secondary clarifiers collect and settle out solids from the aeration basin and utilize concentrating sludge rakes for wasting or recycling sludge.
- RAS/WAS/RELIFT Pump Station - A collection point from the secondary clarifiers, the RAS/WAS/RELIFT pump station utilizes two pump stations.

Each station has three pumps and internal partitions to separate flows to respective process operations. Under normal operations the RAS and RELIFT process water is pumped to the activated sludge aeration basin or may also be pumped to the sludge digester.

- Disinfection - Chlorine (Cl₂) is fed through a contact basin utilizing serpentine baffles to improve contact time. Dechlorination is achieved with SO₂ gas.
- Effluent - Flow then passes through a parshall flume for flow measurement. The treated wastewater gravity flows to the discharge point at the North Canadian River.
- North Canadian River Outfall - The River is located approx .25 miles north of the facility. The outfall is covered under the scope of work for the wastewater plant.

Solids Train

- Solids Thickening - Solids from the secondary clarifiers are sent to the Sludge Digester. The digester is a .5 MG tank with a floating mechanical aerator. Decanted water is returned to the headworks for recycling.
- Dewatering - Thickened sludge is pumped to a belt filter press (BFP) for dewatering of digested sludge.
- Disposal - From the BFP, sludge exits by an auger and deposits into a dump truck to be taken to the compost area behind the plant.

Compost Facility

- Drying Process - Sludge is placed in small windrows for drying of sludge. A mixing device (Brown Bear) is used to rotate the windrows.
- Mixing Process - The sludge is mixed with wood chips utilizing a skid loader and mixing device (Brown Bear).
- Pathogen Reduction Process - The mixed material is stacked in large windrows to allow the organic process to heat materials. The windrows are turned on regular basis and temperatures are recorded daily during the complete process.
- Final Compost Material - Material is stored and tested to ensure that it meets the requirements of Class A Bio-solids. Product is then transport off-site by a vendor contracted by the facility operator. The city also utilizes the product on city owned properties with the city limits.

Wastewater Lift Stations

- Lift Stations - Wastewater is pumped from different areas of the city utilizing ten lift stations. Total list of lift stations and locations can be found in the document packet. These stations have pumps ranging from five to fifty horsepower. Seven of the lift stations are wet well type stations, while the others are a combination of dry well and above ground pumping.

APPENDIX C

**NPDES PERMIT AND
PROJECT CHARACTERISTICS
WASTEWATER TREATMENT**

- C.1 VWNA will operate so that effluent will meet the requirement of NPDES permit number OK0028584 effective October 1, 2009 and expiring September 30, 2014, a full and complete copy of which is adopted by reference herein as of the date hereof. VWNA shall be responsible for meeting the effluent quality requirements of the Permit unless one or more of the following occurs: (1) the Project influent does not contain Adequate Nutrients to support operation of Project biological processes and/or contains Abnormal Substances or Biologically Toxic Substances which cannot be removed by the existing process and Facilities; (2) dischargers into OWNER's sewer system violate any or all regulations as stated in OWNER's Industrial Water and Sewer Ordinance(s) or as required by law; (3) the flow or influent BOD₅ and/or suspended solids exceeds the Project design parameters which are 3.0 million gallons of flow per day, 500.4 pounds of BOD₅ per day, 750.6 pounds of suspended solids, 102.6 pounds per day of ammonia and a daily peaking factor of <3 times flow; (4) if the Project is inoperable or can operate only at a reduced capacity on account of construction activities, fire, flood, adverse weather conditions, labor disputes or other causes beyond VWNA's control.
- C.2 In the event any one of the Project influent characteristics, suspended solids, BOD₅ or flow, exceeds the design parameters stated above, VWNA shall return the plant effluent to the characteristics required by NPDES in accordance with the following schedule after Project influent characteristics return to within design parameters.

<u>Characteristics Exceeding Design Parameters By</u>	<u>Recovery Period Maximum</u>
10% or Less	5 days
Above 10%, but Less than 20%	10 days
20% and Above	30 days

Notwithstanding the above schedule, if the failure to meet effluent quality limitations is caused by the presence of Abnormal Substances or Biologically Toxic Substances or the lack of Adequate Nutrients in the influent, then VWNA will have a thirty (30) day recovery period after the influent is free from said substances or contains Adequate Nutrients.

- C.3 VWNA shall not be responsible for fines or legal action as a result of discharge violations within the period and any subsequent recovery period that (1) influent exceeds design parameters; or (2) does not contain Adequate Nutrients; or (3) contains Abnormal Substances or Biologically Toxic Substances; or (4) is inoperable.

C.4 The Annual Fee for services under this Agreement is based upon the following:

(a) Project influent characteristics:

Effluent Flow 3.0 MGD

NH₄N 12 MG/L

BOD₅ 144 MG/L

TSS 266 MG/L

The above characteristics are the design criteria for the facility. Any change of ten percent (10%) or more in any of these characteristics, based upon a twelve (12) month moving average, will constitute a Change in Scope (See Article 7). Both parties agree that one (1) year of influent sampling data will need to be completed after the new barscreen is installed to establish new influent characteristics due to changing the influent sampling location. **OWNER** will pay for additional concurrent sampling.

APPENDIX D

DESCRIPTION OF PROJECT – WATER

VWNA will operate and maintain the water system effluent to meet the requirements of ODEQ permit number OK200091 0 to include all required sampling and monitoring.

Water Wells, Transmission Pumping, and Storage

The fifteen water wells, located in Oklahoma County, in Oklahoma City, OK have a design capacity of 3.5 MGD. Currently the wells pump an average daily flow of 2.0 MGD and the city purchases an almost equal part from the City of Oklahoma City. The water system is operated under Permit 2000910. The following describes the processes at the plant:

- Water Wells - The fifteen water wells average 160 to 210 GPM each. They are connected to a common transmission line that delivers water to the city limits for distribution. The Owner shall maintain all transmission and distribution lines.
- Water Chlorination - Chlorination is accomplished in two manners, one is by chlorine injection at well # 1 into the transmission line, and the second is the residual in the City of Oklahoma City purchased water.
- Oklahoma City Blending/Pumping Station - The City has three booster pumps located at OKC Booster Station 22. These pumps are utilized to purchase City of Oklahoma City water. The maintenance of the station and the pump is contracted with The City of Oklahoma City. The Yukon Telemetry system and Yukon Meter maintenance falls with the scope of this contract
- Water Towers and Booster Station - The City has four in-service and one in-active water tower within the city limits. The City has two booster stations one in-service and one inactive. These are used to increase pressure to our commercial district.
- Annual inspection of cathodic protection of water towers by Third Party Company.

APPENDIX E
ODEQ PUBLIC WATER SUPPLY PERMIT

[See Attached]

APPENDIX F

ANNUAL FEE ADJUSTMENT FORMULA

$$\text{AAF} = \text{AF}_0 (0.74 \text{ C/C}_0 + 0.26 \text{ E/E}_0)$$

where

AF₀ = Annual Fee specified in Article 5.1.

AAF = Adjusted Annual Fee.

C₀ = Consumer Price Index for All Urban Consumers (U.S. City Average as published by U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report for the month three (3) months prior to VWNA beginning service under this Agreement).

C = Consumer Price Index for All Urban Consumers (U.S. City Average as published by U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report for the month three (3) months prior to the beginning of the period for which an adjusted Annual Fee is being calculated).

E₀ = Average Electrical Rate of Project is equal to the average price per kilowatt hour for the twelve (12) months ended December 31, 2011, for the initial Contract Year of this Agreement and will be revised subsequently from year to year.

E = Average Electrical Cost of Project for the twelve (12) months prior to the beginning of the period for which an Adjusted Annual Fee is being calculated.

Annual Adjustment

Beginning on the Effective Date and at the beginning of each Contract Year thereafter until the expiration or earlier termination of this Agreement, the Annual Fee shall be adjusted annually commencing with the Commencement Date, such adjustment becoming effective on July 1, 2012 and each anniversary date of each Contract Year thereafter during the term of this Agreement. The parties may negotiate each adjustment, but in the event that they are not able to mutually agree on an adjustment, the Annual Fee shall be adjusted according to the change in the adjustment formula above.

APPENDIX G
INSURANCE COVERAGE

VWNA SHALL MAINTAIN:

1. Statutory workers' compensation for all of VWNA's employees at the Project as required by the State of Oklahoma.
2. Commercial General Liability insurance, insuring VWNA's negligence, in an amount not less than \$2,000,000 each occurrence and \$10,000,000 aggregate for bodily injury and/or property damage. The parties may provide the required insurance through a combination of primary and excess policies.
3. Business Automobile Liability insurance, insuring owned, non-owned and hire automobiles in an amount not less than \$1,000,000 combined single limit.

OWNER SHALL MAINTAIN:

1. Statutory workers' compensation for all of OWNER's employees associated with the Project as required by the State of Oklahoma.
2. Property damage insurance for all property, including vehicles owned by OWNER and operated by VWNA under this Agreement. Any property, including vehicles, not properly or fully insured shall be the financial responsibility of the OWNER.

VWNA will provide at least thirty (30) days' notice of the cancellation of any policy it is required to maintain under this Agreement. VWNA may self-insure reasonable deductible amounts under the policies it is required to maintain to the extent permitted by law. Each party shall include the other party as an additional insured on the coverages, excluding workers' compensation, required to be maintained hereby and shall contain a waiver of subrogation in favor of the other party as respects any claims covered or which should have been covered by valid and collectible insurance including any deductibles or self insurance maintained thereunder.

APPENDIX H

STAFF CERTIFICATIONS

The minimum staff of four (4) persons shall meet the following qualifications:

Project Manager – Must have, at a minimum, a B level water and wastewater operator certification and a B level water and wastewater lab certification. The proposal shall exhibit a minimum of five (5) years management and supervisory experience of each individual being proposed.

Lead Operator – Must have, at a minimum, a B level water and wastewater operator certification and a C level water and wastewater lab certification. OWNER will allow six (6) months for obtaining at least one (1) B certification and one (1) extension, if requested, with approval of the Public Works Director.

Operators – Must have, at a minimum, a C level water and wastewater operator certification and a C level water and wastewater lab certification if performing tasks in the lab. OWNER will allow one (1) year for obtaining at least one (1) C certification and one (1) extension, if requested, with approval of the Public Works Director.

Yukon City Council Minutes January 18, 2010

The Yukon City Council met in regular session on January 18, 2010 at 7:30 p.m. in the Council Chambers of the Centennial Building, 12 South Fifth Street, Yukon, Oklahoma.

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

The flag salute was given in unison.

ROLL CALL: (Present) Bob Bradway, Mayor
 John Tipps, Vice Mayor
 John Alberts, Council Member
 Dewayne Maxey, Council Member
 Nick Grba, Council Member

OTHERS PRESENT:

Mike Segler, City Attorney	Tammy Kretchmar, Asst. To the City Manager
Doug Shivers, City Clerk	Robbie Williams, City Engineer
Frosty Peak, Emergency Management Dir.	Gary Cooper, Information Technology Director
Bill Stover, Asst. Public Works Director	Quincy Rinkle, Parks and Recreation Supervisor
Matt Maly, Public Works Director	Scott Franklin, Yukon Police Department
Gary Wieczorek, Director of Public Safety	Mitch Hort, Community Development Director
Grayson Bottom	

Presentations and Proclamations

There were no presentations or proclamations

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Visitors

There were no 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 January 4, 2011

The motion to approve the YMA Consent Docket, consisting of the approval of the minutes of the regular meeting of January 4, 2011, was made by Trustee Tipps and seconded by Trustee Maxey.

The vote:

AYES: Tipps, Alberts, Maxey, Bradway, Grba

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 January 4, 2011
- B) Payment of material claims in the amount of \$332,664.24
- C) Accepting the resignation of Louis Gonzalez from the Ward 2 Traffic Commission seat
- D) The purchase of four (4) vehicles for the Police Department, using State Contract pricing, at a cost of \$110,524.00, and equipment for said vehicles at a cost of \$42,818.50
- E) The Chickasaw Rd. 8" Pipe Bursting Replacement project to be completed by Brewer Construction at a cost of \$33,067.50
- F) The Kingston Place Sewer Rehabilitation project to be completed by Brewer Construction at a cost of \$61,577.05

- G) **Setting the date for the next regular Council meeting for February 1, 2011, 7:30 p.m., in the Council Chambers of the Centennial Building, 12 South Fifth Street**

The motion to approve the Consent Docket, consisting of the approval of the minutes of the regular meeting of January 4, 2011; payment of material claims in the amount of \$332,664.24; accepting the resignation of Louis Gonzalez from the Ward 2 Traffic Commission seat; the purchase of four (4) vehicles for the Police Department, using State Contract pricing, at a cost of \$110,524.00, and equipment for said vehicles at a cost of \$42,818.50; the Chickasaw Rd. 8" Pipe Bursting Replacement project to be completed by Brewer Construction at a cost of \$33,067.50; the Kingston Place Sewer Rehabilitation project to be completed by Brewer Construction at a cost of \$61,577.05; and setting the date for the next regular Council meeting for February 1, 2011, 7:30 p.m., in the Council Chambers of the Centennial Building, 12 South Fifth Street, was made by Council Member Tipps and seconded by Council Member Grba.

The vote:
AYES: Alberts, Grba, Bradway, Tipps, Maxey
NAYS: None
VOTE: 5-0
MOTION CARRIED

2. Report of Boards, Commissions and City Officials

There were no reports.

- 3. Consider accepting the Roadway Modification and Traffic Signal – Garth Brooks Blvd. and Target Drive project and placing the maintenance bonds in effect**

The motion to accept the Roadway Modification and Traffic Signal – Garth Brooks Blvd. and Target Drive project and place the maintenance bonds in effect, was made by Council Member Grba and seconded by Council Member Maxey.

The vote:
AYES: Grba, Bradway, Maxey, Alberts, Tipps
NAYS: None
VOTE: 5-0
MOTION CARRIED

- 4. Consider accepting the Base Bid for the 2010 CDBG Roadway and Sanitary Sewerline Replacement Project, and awarding the contract to the low bidder, Rudy Construction Company, for the amount of \$157,622.20**

The motion to accept the Base Bid for the 2010 CDBG Roadway and Sanitary Sewerline Replacement Project, and awarding the contract to the low bidder, Rudy Construction Company, for the amount of \$157,622.20, was made by Council Member Maxey and seconded by Council Member Grba.

The vote:
AYES: Maxey, Alberts, Bradway, Grba, Tipps
NAYS: None
VOTE: 5-0
MOTION CARRIED

- 5. Consider accepting the Base Bid for the Traffic Signals on Mustang Road and Vandament Avenue project, and awarding the contract to the low bidder, Midstate Traffic Control Inc., for the amount of \$282,641.49**

The motion to accept the Base Bid for the Traffic Signals on Mustang Road and Vandament Avenue project, and award the contract to the low bidder, Midstate Traffic Control Inc., for the amount of \$282,641.49, was made by Council Member Tipps and seconded by Council Member Maxey.

The vote:
AYES: Tipps, Maxey, Alberts, Bradway, Grba
NAYS: None
VOTE: 5-0
MOTION CARRIED

- 6. Consider accepting the HVAC Modifications to Police Station Server Room project, and awarding the contract to the low bidder, Harrison-Orr Air Conditioning LLC, for the amount of \$77,640.00**

The motion to accept the HVAC Modifications to Police Station Server Room project, and award the contract to the low bidder, Harrison-Orr Air Conditioning LLC, for the amount of \$77,640.00, was made by Council Member Grba and seconded by Council Member Maxey.

The vote:
AYES: Alberts, Bradway, Grba, Maxey, Tipps,
NAYS: None
VOTE: 5-0
MOTION CARRIED

- 7. Consider approving an employment agreement with Mr. Grayson Bottom for the position of City Manager**

The motion to approve an employment agreement with Mr. Grayson Bottom for the position of City Manager, was made by Council Member Tipps and seconded by Council Member Maxey.

The vote:
AYES: Tipps, Bradway, Alberts, Maxey, Grba
NAYS: None
VOTE: 5-0
MOTION CARRIED

- 8. Consider a Public hearing to determine whether the following properties should be declared detrimental to the health, benefit and welfare of the public and community, and direct staff to take appropriate action to abate same**

LOCATION	OWNER	VIOLATION
226 E Bass Ave	White	Trash, Grass, & Weeds
1082 Raintree Mansion	Hughey	Storage & Parking in Residential Area

Mayor Bradway noted that the problems at the listed addresses had been resolved prior to the meeting. No action was necessary.

- 9. New Business** None.

10. Council Discussion

Council Member Alberts noted that this was the last Council meeting for Mr. Crosby. He thanked Mr. Crosby and said the City had been very fortunate, and that Jim's stamp on the City would last for a long time. He said that once he had been asked why he wanted to be on the Council, and his answer was "to make things better than they were when I found them" – and that Mr. Crosby has certainly done that. He again offered his sincere thanks to Mr. Crosby for his service.

Council Member Tipps stated that when he first arrived in Yukon, the Police were driving used cars, there was water rationing, the Police Station was inferior, and many other things needed attention. All the improvements that had been made were started by Mr. Crosby, and that the town is much improved now. He said he hoped Jim enjoyed his retirement and he was tickled for Jim and his wife and kids.

Council Member Grba said he had not know Jim long, but that Jim certainly left a legacy in Yukon.

Council Member Maxey mentioned he had been part of the process to Hire Mr. Crosby, and it had been a lot of fun since.

Mayor Bradway echoed everything the Council Members had said, and added that Mr. Crosby had accomplished something and done a good job. He thanked Mr. Crosby, and asked if Mr. Crosby had any comments.

Mr. Crosby thanked the Council Members for their kind words, and mentioned that he had not had any bad councilmen in Yukon – that all of the Council Members over the years had worked together. He said Mr. Bottom would be a great leader, and that Yukon had a great future, and that he was looking forward to enjoying Yukon as a private citizen.

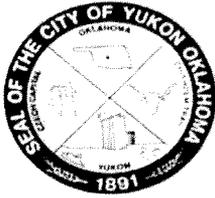
Mayor Bradway introduced Mr. Bottom and asked him to give a few comments.

Mr. Bottom said Jim was the “dean” of City Managers in Oklahoma and would be a tough act to follow. Mr. Bottom added that he was honored to be the City Manager in Yukon, that he and his wife had long considered Yukon as a potential home and waited for the opportunity to come to Yukon, and that it was a dream come true for his family. He appreciated the confidence shown in him by the Council and said he would work hard to be the best, and was always open to good advice.

12. Adjournment

Bob Bradway, Mayor

Doug Shivers, City Clerk



RECAP OF CLAIMS

FUND

01	General Fund Claims	\$	129,213.74
62	GO Bond Funds		109,199.02
64	Special Revenue Fund		5,569.41
70	Water & Sewer Enterprise		72,074.12
71	Sanitation Enterprise		37,025.84
73	Storm Water Enterprise		1,054.86
74	Grant Fund		10,782.00
			<hr/>
			\$ 364,918.99
			<hr/>

The above foregoing claims have been passed and approved
this 1st day of February, 2011 by the Yukon City Council.

Doug Shivers, City Clerk

Bob Bradway, Mayor

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01 Legislative						
11-41890	01-00101	City of Yukon (BankOne)Adm	Council Dinner 01/18/11	1/2011	Logan's 01/18/11	329.22
			Council Dinner 01/18/11	1/2011	Mrs.B'sbakery 1/18	105.00
			Council Dinner 01/18/11	1/2011	Logan's 1/18/11	61.58
			Council Dinner 01/18/11	1/2011	walmart 09017	14.94
11-43599	01-00101	City of Yukon (BankOne)Adm	Misc office supplies	1/2011	Staples 7070062974	64.00
11-43694	01-02152	Frank Austin	Lease-10W Main-Feb11	2/2011	Feb '11	107.14
11-43699	01-05350	Canadian Cty Election Brd	3/01/11 Election Exp	3/2011	03/01/11	2,256.85
11-43692	01-05388	Estate of Murial Carson	Lease-10W Main-Feb11	2/2011	Feb '11	435.72
11-43693	01-05390	Phil Carson	Lease-10W Main-Feb11	2/2011	Feb '11	107.14
11-43688	01-06815	Compassionate Hands, Inc.	Mthly Contrib-Feb'11	2/2011	Feb '11	583.33
11-43695	01-1	OMSCC	'11 OMSCC membership	1/2011	o OMSCC 2011	11,500.00
11-43689	01-15003	Four H	Mthly Contrib-Feb'11	2/2011	Feb '11	100.00
11-43702	01-18300	HBC CPAs & Advisors	Prof Service-Nov'10	11/2010	14713	9,700.00
11-43703	01-31400	McAfee & Taft	Prof Srvcs-12/26/10	1/2011	336297	64.50
11-43704	01-33450	Municipal Code Corp.	Supplement #22	12/2010	00202892	2,615.63
11-43604	01-57500	Weatherman Mechanical	repair boiler-YMAC Bldg	1/2011	15349-7384	2,629.39
11-43691	01-59400	Kathryn Wright Rentals	DrLicBldgRent-Feb'11	2/2011	Feb '11	800.00
11-43719	01-60355	Xerox Corporation	copier paper	1/2011	113062264	338.85
			cover stock paper	1/2011	113163096	81.40
11-43544	01-62200	Yukon Chamber of Commerce	Banquet Sponsorship	1/2011	12412	750.00
			Banquet Sponsorship	1/2011	12427	350.00
			Banquet Sponsorship	1/2011	12529	200.00
11-43720	01-62900	Review News Co.	display ad-HappyNewYear	1/2011	YR34892	756.00
DEPARTMENT TOTAL:						33,950.69
DEPARTMENT: 02 Finance						
11-43696	01-1	OMCTFOA	OMCTFOA dues-Shivers	2/2011	o 2011 Shivers	25.00
			OMCTFOA dues-Dunn	2/2011	o 2011 Dunn	25.00
			OMCTFOA dues-Malmfeldt	2/2011	o 2011 Malmfeldt	25.00
DEPARTMENT TOTAL:						75.00
DEPARTMENT: 03 Park Maintenance						
11-43010	01-00180	City of Yukon (BankOne)PW	misc parts and Christmas	12/2010	PartyGalaxy 924799	49.32
11-43334	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	1/2011	Clean 50475495	14.77
11-43363	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	1/2011	Clean 50476396	14.77
11-43486	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	12/2010	Clean 50473715	14.77
11-43487	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	12/2010	Clean 50474598	14.77
11-43534	01-00180	City of Yukon (BankOne)PW	bubble wrap	1/2011	Lowes 14522	54.16
			shrink wrap	1/2011	Lowes 14522	20.28
11-43550	01-29525	Locke welding	demurrage rental	12/2010	R2247	27.50
DEPARTMENT TOTAL:						210.34

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 04		Engineering				
11-43711	01-50700	Triad Design Group	Eng Srvcs-12/25/10	1/2011	7685	1,513.00
11-43712	01-50700	Triad Design Group	A&E Srvcs-12/25/10	1/2011	7686	5,690.63
			A&E-Pass-thru costs	1/2011	7686	12,945.97
DEPARTMENT TOTAL:						20,149.60
DEPARTMENT: 05		Fire Department				
11-42171	01-00105	City of Yukon (BankOne)FD	flashlights,bulbs	12/2010	Lowes 14082	29.86
			flashlights,bulbs	12/2010	Voss 30084990-00	29.76
			flashlights,bulbs	12/2010	Lowes 15383	17.65
			flashlights,bulbs	12/2010	Kohls 5158	79.98
			flashlights,bulbs	1/2011	walmart 00047	66.00
11-42797	01-00105	City of Yukon (BankOne)FD	medical supplies	12/2010	walmart 09157	43.92
11-42890	01-00105	City of Yukon (BankOne)FD	Christmas diner	12/2010	walmart 06815	74.13
11-43054	01-00105	City of Yukon (BankOne)FD	cleaning supplies	12/2010	Massco 2217282	332.63
11-43174	01-00105	City of Yukon (BankOne)FD	coffee,tea,sugar	1/2011	walmart 00048	56.10
11-43175	01-00105	City of Yukon (BankOne)FD	cleaning supplies	12/2010	walmart 09158	223.32
11-43214	01-00105	City of Yukon (BankOne)FD	Ice Melt	12/2010	Ace 859174	142.89
11-43447	01-00105	City of Yukon (BankOne)FD	Provence-socks	12/2010	Galls 1005612360	90.46
			Anderson-socks	12/2010	Galls 1005612360	26.48
11-42365	01-71300	John Graham	ReimbTuition-Para.1	1/2011	Fall '10	1,262.99
DEPARTMENT TOTAL:						2,476.17
DEPARTMENT: 06		Municipal Court				
11-43690	01-44380	George H Ramey	MunJudgeSrvc-Feb'11	2/2011	Feb '11	2,943.25
11-43718	01-58115	wheatley Segler Osby & Mill	MunProsecution-Dec10	1/2011	9412	1,474.20
DEPARTMENT TOTAL:						4,417.45
DEPARTMENT: 07		Community Development				
11-43359	01-00107	City of Yukon (BankOne)CD	office supplies	1/2011	Staples 7069805432	150.26
11-43530	01-1	Oklahoma Code Enforcement	OCEA Annual Dues-Hort	12/2010	o 2011 Hort	35.00
			OCEA Annual Dues-Taylor	12/2010	o 2011 Taylor	35.00
DEPARTMENT TOTAL:						220.26

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08 Library						
11-43181	01-00108	City of Yukon (BankOne)Lib	Program Supplies	1/2011	Hobby Lobby 10264	16.07
			Program Supplies	1/2011	Hobby Lobby 10294	11.69
11-43263	01-00108	City of Yukon (BankOne)Lib	Program Supplies	1/2011	OrienTrad642601711	48.91
			Program Supplies	1/2011	Staples 83409	11.28
			Program Supplies	1/2011	walmart 07597	24.25
			Program Supplies	1/2011	walmart 09195	15.00
DEPARTMENT TOTAL:						127.20
DEPARTMENT: 09 Administration						
11-43545	01-00101	City of Yukon (BankOne)Adm	meal-Crosby,Larry Taylor	1/2011	Jimmy'sEgg01/17/11	18.62
11-43601	01-00101	City of Yukon (BankOne)Adm	Office Supplies-New CM	1/2011	Staples 7070062974	131.17
11-43602	01-00101	City of Yukon (BankOne)Adm	Membership for ICSC-GB	1/2011	ICSC 01/18/11	100.00
			reg ICSC RECon-GB	1/2011	ICSC 1/18/11	450.00
DEPARTMENT TOTAL:						699.79
DEPARTMENT: 10 Park and Recreation						
11-42035	01-00110	City of Yukon (BankOne)PR	anchors for CTP statues	1/2011	Ace 859300	46.49
11-42036	01-00110	City of Yukon (BankOne)PR	landscape supplies	1/2011	Ace 858992	12.42
			landscape supplies	1/2011	Lowes 02033	27.11
11-42223	01-00110	City of Yukon (BankOne)PR	printer paper,cartridge	1/2011	Amazon 01/03/11	32.99
			TLC/PNO supplies	1/2011	walmart 06613	39.94
			TLC/PNO supplies	1/2011	OrienTrad642507100	45.39
11-42375	01-00110	City of Yukon (BankOne)PR	TLC Supplies	11/2010	OrienTrad641792156	24.93
			TLC Supplies	1/2011	walmart 06614	10.12
11-42816	01-00110	City of Yukon (BankOne)PR	office supplies	1/2011	Staples 79120	67.97
11-42822	01-00110	City of Yukon (BankOne)PR	ads for Craft Fair	12/2010	oklahoman101231	272.14
11-43154	01-00110	City of Yukon (BankOne)PR	Baby Crawl gift cards	1/2011	walmart 03960	100.00
11-43156	01-00110	City of Yukon (BankOne)PR	Soups&Sweets supplies	1/2011	walmart 08605	189.66
			Soups&Sweets supplies	1/2011	Buy For Less 0007A	13.08
11-43321	01-00110	City of Yukon (BankOne)PR	Christmas supplies	11/2010	walmart 05048	2.97
			Christmas supplies	11/2010	walmart 03610	30.50
			Christmas supplies	12/2010	Lowes 13062A	114.00
			Christmas supplies	12/2010	Sears 012113091754	49.96
11-43331	01-00110	City of Yukon (BankOne)PR	Bunko supplies	11/2010	walmart 03608	45.00
			Bunko supplies	11/2010	Homeland 11/16/10	40.46
			Bunko supplies	12/2010	walmart 02887	91.70
11-43372	01-00110	City of Yukon (BankOne)PR	Excel Class-Scott	1/2011	FrancisTuttle1/4JS	79.20
			Excel Class-Shoemaker	1/2011	FrancisTuttle1/4SS	99.00
11-43441	01-00110	City of Yukon (BankOne)PR	Filters	12/2010	Locke 14292527	28.07
			Filters	12/2010	Locke 14280654	38.88
			Filters	1/2011	Locke 14492632	19.51
11-43442	01-00110	City of Yukon (BankOne)PR	office supplies	12/2010	Staples 76702	45.16
			office supplies	12/2010	Staples 60310	96.58
			office supplies	1/2011	Staples 61779	47.44
			office supplies	1/2011	Staples 79889	59.34
11-43511	01-00110	City of Yukon (BankOne)PR	deposit-Field trip-Redhaw	1/2011	OKAthleticclu1/19	60.00

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 10						
11-43512	01-00110	City of Yukon (BankOne)PR	Park and Recreation ribbons-	1/2011	MW Trophy 39874	150.00
11-43518	01-00110	City of Yukon (BankOne)PR	DD Dance supplies	1/2011	TimelessTrea291896	52.53
11-43558	01-00110	City of Yukon (BankOne)PR	Bunko	1/2011	walmart 05743	49.98
11-42857	01-07390	Crosslands A & A Rent-All	Sporta potties-BMX Track	12/2010	01-402847-32	63.00
			porta potties-volleyballC	12/2010	01-437401-14	63.00
11-43317	01-46940	Sam's Club Direct-G.E. Mone	Soups & Sweets supplies	1/2011	3250	289.65
			Soups & Sweets supplies	1/2011	5040A	9.98
11-43556	01-46940	Sam's Club Direct-G.E. Mone	Coffee supplies	1/2011	4764	29.22
			Coffee supplies	1/2011	4765	2.26-
11-42379	01-62800	Yukon Public Schools	Transp for camp-driver	1/2011	01/04/11	57.75
			Transp for camp-miles	1/2011	01/04/11	66.00
DEPARTMENT TOTAL:						2,658.86
DEPARTMENT: 11						
Police Department						
10-41746	01-00111	City of Yukon (BankOne)PD	HVAC filters	1/2011	Locke 14531617	111.02
11-42689	01-00111	City of Yukon (BankOne)PD	prisoner meals	1/2011	walmart 07449	121.26
11-42802	01-00111	City of Yukon (BankOne)PD	building cleaning supplie	12/2010	CPI Office 2744184	105.53
11-42829	01-00111	City of Yukon (BankOne)PD	meal-Oral Review Brd 1/14	1/2011	Carlito'sCafe 1/14	29.82
11-43484	01-00111	City of Yukon (BankOne)PD	office supplies/paper	1/2011	Staples 7069780564	126.60
			office supplies/paper	1/2011	CPI Office 2764279	34.14
			copy paper	1/2011	Staples 7069780794	319.90
11-43485	01-00111	City of Yukon (BankOne)PD	window wedges	1/2011	AWDirect1016658013	162.66
11-43515	01-00111	City of Yukon (BankOne)PD	walker-boots	1/2011	Academy 235454	80.00
11-43565	01-00111	City of Yukon (BankOne)PD	shipping-return uni.item	1/2011	Staples 56252	14.04
11-43616	01-00111	City of Yukon (BankOne)PD	bdg maint supplies	1/2011	Massco 20326936	66.95
11-43075	01-1	GT Distributors, Inc.	taser training	1/2011	G 0337544	546.70
11-42233	01-36720	OK Dept of Public Safety	OLETS user fee-Jan'11	1/2011	04-1104603	350.00
11-42803	01-46940	Sam's Club Direct-G.E. Mone	bdg maint supplies	12/2010	4111	94.50
11-43047	01-48845	Stitch Design	Lavoie-monogramming	1/2011	25601	24.00
11-42128	01-53410	Ultramax	duty ammo	12/2010	116428	406.00
11-43561	01-62920	Yukon Rotary Club	2010-2011 dues wieczorek	1/2011	2010-2011 wieczore	140.00
11-43532	01-63100	Yukon Vac & Sew	vacuum bags	1/2011	47078	17.99
11-42460	01-70120	Jeff Avers	Fall'10 tuition reim	12/2010	Fall '10 A	752.87
11-43619	01-70120	Jeff Avers	Fall'10 tuition reimb	1/2011	Fall '10 B	704.25
11-43620	01-70660	Glenda Davison	summer/Fall'10 tuition re	1/2011	Summer/Fall '10	1,264.30
11-42951	01-72755	Curtis Lemmings	reimb-duty holster	11/2010	OpticsPlane1750077	86.20
DEPARTMENT TOTAL:						5,558.73

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 12 Property Maintenance						
11-42178	01-00180	City of Yukon (BankOne)PW	cleaning supplies	1/2011	Y Vac&Sew 47065	29.99
11-43334	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	1/2011	Clean 50475495	22.43
			hand sanit.dispenser	1/2011	Clean 50475495	3.50
11-43363	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	1/2011	Clean 50476396	22.43
			hand sanit.dispenser	1/2011	Clean 50476396	3.50
11-43486	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	12/2010	Clean 50473715	22.15
			hand sanit.dispenser	12/2010	Clean 50473715	3.50
11-43487	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	12/2010	Clean 50474598	22.43
			hand sanit.dispenser	12/2010	Clean 50474598	3.50
11-43492	01-00180	City of Yukon (BankOne)PW	701 Inla pest control	12/2010	Terminex 12/23/10	267.72
			100 S Ranchwood pest cont	12/2010	Terminex 12/23/10	267.72
			302 S. 5th pest control	12/2010	Terminex 12/23/10	267.72
			500 W. Main pest control	12/2010	Terminex 12/23/10	384.12
			528 W. Main pest control	12/2010	Terminex 12/23/10	349.20
			904 Industrial pest contr	12/2010	Terminex 12/23/10	407.40
			532 W. Main pest control	12/2010	Terminex 12/23/10	267.72
			1035 Industrial pest cont	12/2010	Terminex 12/23/10	407.40
			1024 E. Main pest control	12/2010	Terminex 12/23/10	465.60
			701 Inla-PnP pest control	12/2010	Terminex 12/23/10	349.20
			2200 S. Holly pest contro	12/2010	Terminex 12/23/10	314.28
			12 S. 5th pest control	12/2010	Terminex 12/23/10	267.72
			1200 Lakeshore pest contr	12/2010	Terminex 12/23/10	582.00
			102 S. Ranchwood pest con	12/2010	Terminex 12/23/10	267.72
			900 Industrial pest contr	12/2010	Terminex 12/23/10	407.40
			848 E.Main pest control	12/2010	Terminex 12/23/10	419.04
			960 E Main pest	12/2010	Terminex 12/23/10	430.68
11-43493	01-00180	City of Yukon (BankOne)PW	848 E Main termite c	12/2010	Terminex 12/23/10	340.00
			532 W Main termite contr	12/2010	Terminex 12/23/10	556.00
			500 W. Main termite contr	12/2010	Terminex 12/23/10	314.00
			1035 Industrial termite c	12/2010	Terminex 12/23/10	313.00
			900 Industrial termite co	12/2010	Terminex 12/23/10	299.00
			12 S. 5th termite co	12/2010	Terminex 12/23/10	279.00
			904 Industrial termi	12/2010	Terminex 12/23/10	310.00
			960 E Main termite contra	12/2010	Terminex 12/23/10	219.00
			1200 Lakeshore termi	12/2010	Terminex 12/23/10	593.00
			528 W Main termite contra	1/2011	Terminex 01/11/11	299.00
11-43701	01-06750	Clearwater Enterprises, LLC	Srvccity Bldgs-12/10	1/2011	26781012	3,449.16
11-43705	01-37200	OK Gas & Electric	Srvc-Comb.Bill-Dec10	1/2011	01/11/11	5,890.35
11-43706	01-37600	OK Natural Gas Co	Service City Bldgs	1/2011	01/04/11	2,984.60
11-43708	01-37600	OK Natural Gas Co	Service-4900 wagnerway	1/2011	01/10/11	36.62
11-43707	01-37603	OK Natural Gas Co	service-100 S Ranchw	1/2011	01/10/11	1,100.26
DEPARTMENT TOTAL:						23,239.06

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 13 Pools						
11-43709	01-37900	OK Tax Commission	Sales Tax-Dec'10	1/2011	Dec'10	291.00
DEPARTMENT TOTAL:						291.00
DEPARTMENT: 14 Robertson Activity Center						
11-43320	01-00110	City of Yukon (BankOne)PR	food for RAC	1/2011	Buy For Less 0008A	21.11
			food for RAC	1/2011	Buy For Less 0091	21.84
			food for RAC	1/2011	Buy For Less 0031	8.07
11-42478	01-44625	Regional Food Bank	food for RAC	1/2011	AI131879-1	159.97
11-42982	01-46940	Sam's Club Direct-G.E. Mone	RAC supplies	12/2010	7842	258.93
11-43319	01-46940	Sam's Club Direct-G.E. Mone	food for RAC	12/2010	7843	18.04
			food for RAC	1/2011	7648	156.27
11-43555	01-46940	Sam's Club Direct-G.E. Mone	Food For Dinner Theatre	1/2011	7647A	167.66
11-43509	01-53540	US Food Service	food for the RAC	1/2011	73833477	764.74
DEPARTMENT TOTAL:						1,576.63
DEPARTMENT: 16 Fleet Maintenance						
11-42002	01-00180	City of Yukon (BankOne)PW	parts to repair vehs-napa	1/2011	Napa 462560	104.90
11-42008	01-00180	City of Yukon (BankOne)PW	oils, lubricants all vehs	12/2010	OREillys 112046A	30.00
			oils, lubricants all vehs	1/2011	Napa 462560	16.98
			oils, lubricants all vehs	1/2011	HappyTimes5586431	55.00
11-42108	01-00180	City of Yukon (BankOne)PW	office supplies for PW	1/2011	Staples 78737	87.46
11-43008	01-00180	City of Yukon (BankOne)PW	repairs to veh's blanket	12/2010	T&W Tire 4658276	243.88
			repairs to veh's blanket	1/2011	Baker's 22085	337.00
			repairs to veh's blanket	1/2011	Chappell1su03265863	46.26
			repairs to veh's blanket	1/2011	SW Trailer AI90152	527.38
11-43011	01-00180	City of Yukon (BankOne)PW	veh repairs	12/2010	OREillys 113437	102.44
			veh repairs	1/2011	OREillys 115169	0.89
			veh repairs	1/2011	OREillys 116790	187.44
11-43334	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	1/2011	Clean 50475495	16.50
11-43363	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	1/2011	Clean 50476396	16.50
11-43419	01-00180	City of Yukon (BankOne)PW	10'x6"x1/2" blades	1/2011	Lacal 0131008	600.72
			freight	1/2011	Lacal 0131008	140.00
11-43420	01-00180	City of Yukon (BankOne)PW	drop lights	1/2011	Napa 462560	108.02
			bulbs	1/2011	Napa 462560	11.88
11-43422	01-00180	City of Yukon (BankOne)PW	oils, lubs etc	12/2001	Fentress 614856	950.00
			oils, lubs etc	1/2011	LubricationE158054	175.00
			oils, lubs etc	1/2011	Napa 462981	50.00
11-43423	01-00180	City of Yukon (BankOne)PW	napa blanket veh parts	1/2011	Napa 462981	185.38
11-43486	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	12/2010	Clean 50473715	20.10
11-43487	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	12/2010	Clean 50474598	20.10
11-43491	01-00180	City of Yukon (BankOne)PW	overhead door repair	12/2010	OverheadDoor12/22	217.50
11-43546	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	12/2010	Luber Bros 119304	11.32
			parts to repair vehicles	1/2011	ATCFreigh534585281	213.32
			parts to repair vehicles	1/2011	OKC Pickup 027729	100.00
			parts to repair vehicles	1/2011	Waterous P2E3022	224.07
			parts to repair vehicles	1/2011	SW Trailer AI90577	49.22

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 16		Fleet Maintenance				
			parts to repair vehicles	1/2011	TheShop 819	10.00
11-43606	01-00180	City of Yukon (BankOne)PW	bay door emerg repair	1/2011	Overhead Door 1/13	310.00
11-43651	01-1	Rocky's Auto Detail	detail CM vehicle	1/2011	R 287482	150.00
11-43663	01-1	Happy Times Car wash	propane street	1/2011	H 5586401	77.50
11-43365	01-18150	Hampel Oil Distributors, In	unleaded fuel	12/2011	90265011	4,477.04
			diesel fuel	12/2011	90265011	708.32
11-43488	01-18150	Hampel Oil Distributors, In	unleaded fuel	1/2011	90267838	6,391.86
			diesel fuel	1/2011	90267838	563.86
11-43613	01-18150	Hampel Oil Distributors, In	unleaded fuel	1/2011	90270470	6,603.87
			diesel fuel	1/2011	90270470	904.80
11-43550	01-29525	Locke welding	demurrage rental	12/2010	R2247	27.50
11-43549	01-53425	DOC/Union City Comm Corr	CtDec '10 transporation	1/2011	103110--WKREL005a	1,104.00
DEPARTMENT TOTAL:						26,178.01
DEPARTMENT: 17		Human Resources				
11-43624	01-00110	City of Yukon (BankOne)PR	drc -heater valve	1/2011	Locke 14488269	150.89
11-43542	01-00117	City of Yukon (BankOne)HR	office supplies	1/2011	Staples 7069785193	97.90
11-43625	01-06850	OHC of Oklahoma, LLC.	pre place drug test	1/2011	253905524	76.00
11-43540	01-08140	opubCo Communications Group	police officer ad	1/2011	0002195964110116	797.11
11-43629	01-53450	United Linen - Uniform Re	credit-COY linen rental	12/2010	S1343205a	212.10-
			Mike Linen #09007	1/2011	S1357065	161.70
			mop, mat, linen	1/2011	1356034	90.50
DEPARTMENT TOTAL:						1,162.00
DEPARTMENT: 19		Street Department				
11-43334	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	1/2011	Clean 50475495	27.41
11-43363	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	1/2011	Clean 50476396	27.41
11-43486	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	12/2010	Clean 50473715	27.41
11-43487	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	12/2010	Clean 50474598	27.41
11-43489	01-47670	SignalTek, Inc.	emerg signal lite repair	12/2010	6966	309.00
DEPARTMENT TOTAL:						418.64

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 22						
11-43697	01-04400	Insurance Bradford-Irwin Insurance	Public Off Bd-City Manage	1/2011	8595	100.00
DEPARTMENT TOTAL:						100.00
DEPARTMENT: 23						
11-43347	01-00172	Technology City of Yukon (Bank One)IT	Airfare-LF Conferenc Hotel-LFConference	12/2010 1/2011	SWA 12/13/10 GC Hilton-LA 1993559	352.50 684.42
11-43608	01-00172	City of Yukon (Bank One)IT	HP 78A Black Ink	1/2011	CDW-G WDB1191	205.29
11-43609	01-00172	City of Yukon (Bank One)IT	Otterbox Case Shipping	1/2011 1/2011	Otter INV3544878 Otter INV3544878	34.95 4.63
11-43610	01-00172	City of Yukon (Bank One)IT	HP Q7570A Black Ink	1/2011	Staples 10982	379.98
11-43633	01-00172	City of Yukon (Bank One)IT	HP CC530A Black HP 10 Black HP 11 Yellow HP 11 Magenta HP 11 Cyan	1/2011 1/2011 1/2011 1/2011 1/2011	CDW-G WDS2777 CDW-G WDS2777 CDW-G WDS2777 CDW-G WDS2777 CDW-G WDS2777	339.48 33.00 33.00 33.00 33.00
11-43634	01-00172	City of Yukon (Bank One)IT	HPJetdirect 620n	1/2011	CDW-G WFD8899	768.90
11-43635	01-00172	City of Yukon (Bank One)IT	meal-LF Conf	1/2011	CasaGamino 1/11/11	22.00
11-43639	01-00172	City of Yukon (Bank One)IT	LongDist Srvc-Jan'11	1/2011	ATT LD 01/03/11	69.15
11-43640	01-00172	City of Yukon (Bank One)IT	Ink return shipping	1/2011	Staples 30183	10.93
11-43178	01-02242	Back40 Design	Web Hosting Feb 11	1/2011	89321	50.00
11-43637	01-1	ACE Supply & Service, Inc	Tray Assembly Service on Laser Printer Trip Charge	1/2011 1/2011 1/2011	A A2399 A A2399 A A2399	75.00 37.50 20.00
11-43573	01-60351	Xerox Corporation	w5030 PW lease JA11 PW billable copies	1/2011 1/2011	052440325 052440325	272.40 2.83
11-43574	01-60351	Xerox Corporation	WCP232CMDcopier JA11	1/2011	052631526	262.87
11-43575	01-60351	Xerox Corporation	DC242 EFI lease JA11	1/2011	052440324	261.04
11-43638	01-60351	Xerox Corporation	w5675 CH lease JA'11 w5675 CH meter usage	1/2011 1/2011	052662655 052662655	1,425.12 277.42
11-43636	01-70330	Gary D. Cooper	reimb meal exp-LF Conf	1/2011	01/09/11	15.90
DEPARTMENT TOTAL:						5,704.31
FUND TOTAL:						129,213.74

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 71		2005 GO Bond				
11-43698	01-04475	Brewer Construction Co.	Concr.Repair-Foreman	1/2011	2011-2	43,444.42
11-43710	01-41410	Professional Service	Foreman Rd-- testing	12/2010	BR00080668	1,686.56
11-43713	01-50700	Triad Design Group	A/E CRDW&S-12/25/10	1/2011	7695	6,434.62
11-43714	01-50700	Triad Design Group	A/E CRDW&S-12/25/10	1/2011	7696	1,842.50
DEPARTMENT TOTAL:						53,408.10
DEPARTMENT: 73		2006 GO Bond Fund				
11-43715	01-50700	Triad Design Group	A&E-SH4/Van-Signals	1/2011	7690	34,800.09
11-43716	01-50700	Triad Design Group	SH 4 Const Administration	1/2011	7693	20,223.00
11-43717	01-50700	Triad Design Group	SH 4 Const Administration	1/2011	7694	767.83
DEPARTMENT TOTAL:						55,790.92
FUND TOTAL:						109,199.02

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 23 Special Events						
11-43538	01-00101	City of Yukon (BankOne)Adm	Air Travel Dallas Market	1/2011	SWA 01/07/11 JS	72.90
			Air Travel Dallas Market	1/2011	SWA 01/07/11 DD	174.40
11-43629	01-53450	United Linen - Uniform Re	COY Christmas Party linen	12/2010	S1343205b	212.10
DEPARTMENT TOTAL:						459.40
DEPARTMENT: 43 Mabel Fry						
11-42839	01-09525	Dolese Bros. Company	Steer Pad Concrete	12/2010	RM10016654	145.63
DEPARTMENT TOTAL:						145.63
DEPARTMENT: 65 Fire Department						
11-43439	01-1	Bill Justice,NREMT-P	CPR Cards	12/2010	J 108	255.00
DEPARTMENT TOTAL:						255.00
DEPARTMENT: 67 Police Department						
11-42407	01-00111	City of Yukon (BankOne)PD	lodging-MtrCycleOfficerTr	12/2010	Hawthorn-Arli48278	1,186.92
			meal-MtrCycleOfficerTrain	12/2010	Sonic 12/10/10	9.59
			meal-MtrCycleOfficerTrain	12/2010	Sonic 12/12/10	7.12
			meal-MtrCycleOfficerTrain	12/2010	Chuy's 12/10/10	21.64
			meal-MtrCycleOfficerTrain	12/2010	GoldenCorral 12/11	10.37
			meal-MtrCycleOfficerTrain	12/2010	StudioMovieGr12/11	29.12
			meal-MtrCycleOfficerTrain	12/2010	BoneDaddys12/13/10	21.36
			meal-MtrCycleOfficerTrain	12/2010	ChinaPantry 12/12	11.11
			meal-MtrCycleOfficerTrain	12/2010	BoomerJacks12/14	30.87
			meal-MtrCycleOfficerTrain	12/2010	Arbys 12/15/10	8.42
			meal-MtrCycleOfficerTrain	12/2010	TacoBell 12/15/10	4.28
			meal-MtrCycleOfficerTrain	12/2010	BoneDaddys12/16/10	23.62
			meal-MtrCycleOfficerTrain	12/2010	BoomerJacks12/17	17.05
			meal-MtrCycleOfficerTrain	12/2010	Hooters-Arlin12/16	13.35
11-43134	01-00111	City of Yukon (BankOne)PD	training book and cd	12/2010	FranklinCov4345134	25.95
11-43286	01-00111	City of Yukon (BankOne)PD	undercover watch-training	12/2010	Revanche 2674	209.50
11-43287	01-00111	City of Yukon (BankOne)PD	Council Christmas gifts	12/2010	MrsB'sBakery 12/14	250.00
			Council Christmas gifts	1/2011	ConsolidatedB15112	316.82
11-43560	01-00111	City of Yukon (BankOne)PD	heat cable for gun range	1/2011	Locke 14478167	36.69
11-42535	01-34140	New World Systems	training,travel exp	12/2010	007406	560.00
11-43514	01-34140	New World Systems	NW System training	12/2010	007247	1,125.79
11-43454	01-62900	Review News Co.	Shop/Cop-ThankYouAd	12/2010	YR34631	756.00
11-43621	01-73850	Terry Prigmore	reimb exp-MtrcycleTrainin	12/2010	12/12/10	33.81
DEPARTMENT TOTAL:						4,709.38
FUND TOTAL:						5,569.41

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01		Utility Billing				
11-43644	01-39963	Pitney Bowes	Purchase PowerQtrly Postage by Phone	2/2011	02/01/11	3,000.00
11-43611	01-39965	Pitney Bowes, Inc	maint-mail opener	1/2011	428801	146.50
DEPARTMENT TOTAL:						3,146.50
DEPARTMENT: 02		Water Distribution				
11-42008	01-00180	City of Yukon (BankOne)PW	oils, lubricants all vehs	12/2010	OReillys 112046A	10.00
11-43008	01-00180	City of Yukon (BankOne)PW	repairs to veh's blanket	12/2010	T&W Tire 4658276	244.12
			repairs to veh's blanket	12/2010	ICM OK809217PW	240.00
			repairs to veh's blanket	1/2011	ICM OK809280PW	300.20
11-43009	01-00180	City of Yukon (BankOne)PW	water lines	12/2010	HD Supply 2415178	357.25
			nondurable supplies	1/2011	walmart 00872	11.94
			water lines	1/2011	HD Supply 2466452	104.00
			meter repairs	1/2011	Locke 14439964	7.08
11-43011	01-00180	City of Yukon (BankOne)PW	veh repairs	1/2011	OReillys 115169	88.27
			veh repairs	1/2011	OReillys 116790	70.49
11-43334	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	1/2011	Clean 50475495	27.19
11-43363	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	1/2011	Clean 50476396	27.19
11-43422	01-00180	City of Yukon (BankOne)PW	oils, lubs etc	12/2001	Fentress 614856	580.19
			oils, lubs etc	1/2011	LubricationE158054	60.00
			oils, lubs etc	1/2011	Napa 462981	10.00
11-43486	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	12/2010	Clean 50473715	26.91
11-43487	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	12/2010	Clean 50474598	27.19
11-43490	01-00180	City of Yukon (BankOne)PW	parts/repair sprinkler	12/2010	Locke 14360506-00	27.71
			credit 14360506-01	12/2010	Locke 14360506-01	9.49-
11-43365	01-18150	Hampel Oil Distributors, In	unleaded fuel	12/2011	90265011	808.73
			diesel fuel	12/2011	90265011	269.57
11-43488	01-18150	Hampel Oil Distributors, In	unleaded fuel	1/2011	90267838	866.97
			diesel fuel	1/2011	90267838	169.36
11-43613	01-18150	Hampel Oil Distributors, In	unleaded fuel	1/2011	90270470	837.05
			diesel fuel	1/2011	90270470	122.42
11-43607	01-29450	Lloyd D Orr Revocable Tru	storage container	1/2011	01/26/11	1,000.00
11-43711	01-50700	Triad Design Group	Eng Srvcs-12/25/10	1/2011	7685	653.12
DEPARTMENT TOTAL:						6,937.46

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 03		Treatment and Supply				
11-43700	01-06375	City of Oklahoma City	water Usage-Dec'10	1/2011	01/10/11	61,990.16
					DEPARTMENT TOTAL:	61,990.16
					FUND TOTAL:	72,074.12

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01		Sanitation				
11-42008	01-00180	City of Yukon (BankOne)PW	oils, lubricants all vehs	12/2010	OReillys 112046A	13.00
11-43008	01-00180	City of Yukon (BankOne)PW	repairs to veh's blanket	1/2011	Roberts 5-585370	799.35
11-43011	01-00180	City of Yukon (BankOne)PW	veh repairs	1/2011	OReillys 116790	11.90
11-43097	01-00180	City of Yukon (BankOne)PW	Retreads for san trucks	1/2011	T&w Tire 4661743	1,340.60
11-43334	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	1/2011	Clean 50475495	7.48
11-43363	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	1/2011	Clean 50476396	7.48
11-43422	01-00180	City of Yukon (BankOne)PW	oils, lubs etc	12/2001	Fentress 614856	750.00
			oils, lubs etc	1/2011	LubricationE158054	65.00
			oils, lubs etc	1/2011	Napa 462981	10.00
			oils, lubs etc	1/2011	OReillys 116790	13.36
11-43486	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	12/2010	Clean 50473715	7.48
11-43487	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	12/2010	Clean 50474598	7.48
11-43536	01-00180	City of Yukon (BankOne)PW	tires for sanitation	1/2011	T&w Tire 4666150	2,190.00
			waste fee	1/2011	T&w Tire 4666150	35.00
11-43365	01-18150	Hampel Oil Distributors, In	unleaded fuel	12/2011	90265011	58.97
			diesel fuel	12/2011	90265011	1,350.41
11-43488	01-18150	Hampel Oil Distributors, In	unleaded fuel	1/2011	90267838	58.05
			diesel fuel	1/2011	90267838	1,836.78
11-43613	01-18150	Hampel Oil Distributors, In	unleaded fuel	1/2011	90270470	100.74
			diesel fuel	1/2011	90270470	1,723.78
11-43550	01-29525	Locke welding	demurrage rental	12/2010	R2247	33.00
11-43547	01-36840	OK Environ Mgmt Authority	Dec '10 landfill fees	12/2010	18526	25,545.98
11-43548	01-36843	OK Environ Mgmt Authority	Dec '10 Citizen fees	12/2010	18527	1,060.00
DEPARTMENT TOTAL:						37,025.84
FUND TOTAL:						37,025.84

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01		Stormwater				
11-42533	01-00173	City of Yukon (BankOne)SW	Safety Equipment	12/2010	LonestarSafet78827	60.00
11-43531	01-00173	City of Yukon (BankOne)SW	ESRI Books	1/2011	Amazon 01/07/11	131.42
11-43605	01-00173	City of Yukon (BankOne)SW	tools/supplies	1/2011	Lowes 14679	94.87
11-42008	01-00180	City of Yukon (BankOne)PW	oils, lubricants all vehs	12/2010	OREillys 112046A	8.20
11-43422	01-00180	City of Yukon (BankOne)PW	oils, lubs etc	12/2001	Fentress 614856	350.00
			oils, lubs etc	1/2011	LubricationE158054	19.60
			oils, lubs etc	1/2011	Napa 462981	5.00
11-43365	01-18150	Hempel Oil Distributors, Inunleaded		12/2011	90265011	124.31
11-43488	01-18150	Hempel Oil Distributors, Inunleaded		1/2011	90267838	93.12
11-43613	01-18150	Hempel Oil Distributors, Inunleaded		1/2011	90270470	168.34
DEPARTMENT TOTAL:						1,054.86
FUND TOTAL:						1,054.86

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 20						
11-42340	01-00174	City of Yukon (BankOne)EM	office supplies	1/2011	Staples 7069842770	282.00
11-43612	01-1	Hazard Mitigation Special	update HM Plan	12/2010	H CIY201001-3	10,500.00
DEPARTMENT TOTAL:						10,782.00
FUND TOTAL:						10,782.00
GRAND TOTAL:						364,918.99

MEMO

Yukon Parks and Recreation Department

Date: January 20, 2011

To: Doug Shivers, City Clerk

From: Jan Scott, Parks & Recreation Director

Subject: Council Agenda February 1 , 2011

ITEM 1: Consider approval of the Yukon BMX to use Taylor Park BMX track from January 19, 2011 through January 19, 2012.

ITEM 2: Consider approval of the Oklahoma Nitro Club to use Taylor Park Nitro track from January 19, 2011 through January 19, 2012.

**CITY OF YUKON
PARKS AND RECREATION DEPARTMENT
OPERATION/LEASE AGREEMENT**

This agreement is made and entered into this day of January 19, 2011 by and between the City of Yukon, a municipal corporation, acting by and through the Yukon Parks and Recreation Department, hereinafter referred to as "the City", and **Yukon BMX** hereinafter referred to as "Organization".

WITNESS TO:

WHEREAS, the City owns, operates, and maintains recreational facilities for the benefit of the citizens of the City of Yukon and visitors to the City; and

WHEREAS, the City desires to allow the public to use certain property under the Supervision of the City of Yukon Parks and Recreation Department, under the terms and conditions as set forth hereafter.

NOW, THEREFORE, for and in consideration of the covenants and conditions contained herein, the parties agree as follows;

1. The City shall permit the Organization to use the following property, hereinafter referred to as the "Leased Premises": Lewis Carroll Taylor Park, concession buildings and bathrooms

2. Duration of Permit: This permit shall be effective and the Organization shall be permitted to use the Leased Premises from **January 19, 2011 through January 19, 2012** according to the following schedule:
Monday through Friday 5:00 p.m.-12:00 a.m.
Saturday & Sunday 8:00-12:00 a.m.

3. Use of leased Premises: The Organization shall be permitted to use the Leased Premises for the following activity or activities: **BMX Activities**

In no event shall the Organization use the Lease Premises for any purpose or for any activity not listed above, without obtaining the express approval of the Parks and Recreation Department, or the Parks and Recreation Director.

4. **Ownership:** The organization hereby acknowledges that the City is the owner of all of the property described in this permit, including real property improvements existing or erected thereon, and the Organization agrees to cooperate and protect said improvements existing or erected thereon, and the Organization agrees to cooperate and protect said improvements from damage. Title to any personal property provided by the Organization shall remain in the name of the Organization. No buildings, displays or other structures, either permanent or temporary, shall be erected or positioned within the park without prior approval of the Parks and Recreation Director.

5. **Utilities:** Organization shall be responsible for the payment of all utility charges. No electrical, telephone or other services shall be altered, extended, or added without prior written approval of the Parks and Recreation Director. Organization shall initial this paragraph, indicating its approval and further indicating that it agrees to pay any such utility charges.
Initial: _____ N/A _____.

6. **Security and Site Selection:** Organization will be responsible for providing security in addition to normal city police. Each organization agrees to follow the direction and instructions of the Parks and Recreation Director in regard to area assignment for parking, garages, exhibits, or any other activities or functions associated with this permit.

7. Payment: Organization shall furnish to the City a statement of its total gross receipts, together with payment in the amount of N/A percent N/A, of those gross receipts. The Term "Gross Receipts" as used in this permit shall mean anything of value received by Organization through the operation of activities, events or business upon the park premises, provided, however, that the term "Gross Receipts" shall not include any sales or excise taxes collected by the Organization.
8. Accounts and Records: Organization shall keep true and accurate books and records showing all of its transactions and the city shall have the option to inspect such books and records. Organization hereby agrees that a year-end financial statement shall be submitted to the City. For schedule of deadlines, see Addendum "b".
9. Refuse: The city will furnish all necessary refuse and garbage containers and will remove and dispose of all rubbish, refuse and garbage resulting from the special use, events or activity, provided that the refuse is deposited in receptacles provided. The Organization will be responsible for refuse and garbage pick up and facility clean up on the park ground and agrees to restore all park grounds, buildings, facilities and structures to the level of cleanliness and order which existed prior to the event, activity or use.
10. Performance/Damage deposit: Organization agrees to provide to the City a N/A performance/damage deposit, prior to the effective date of the permit. This deposit will be returned to Organization upon evaluation by the City that Organization has met all obligations expressed in this permit document. Non-performance of any obligation or unrepaired damage to park facilities are examples, but not the sole grounds for forfeiture of a portion or all of the deposit.
11. Performance of contract: Violation by Organization of the terms of this permit shall be grounds for termination by the City; and shall be grounds for prohibiting future contractual use by Organization.
12. Liability Insurance: Organization shall indemnify and hold the City and its employees, agents, and officers harmless from all claims, damage, suits cost, or losses arising out any negligence or wrongful conduct of the Organization or from the activities of the Organization pursuant to this agreement. Organization shall obtain public liability insurance naming both Organization and the City as the named insured. Insurance coverage shall be obtained from a duly licensed insurance company within the State of Oklahoma, acceptable to the City, providing for minimum limits of:

\$1,000.000 each person

\$1,000.000 each accident

\$1,000.000 property damage

All coaches shall be required to become certified by the NYSCA if applicable. It is the responsibility of the Organization to set up NYSCA certification clinics for their coaches and require that each coach be certified a week before the season starts. Clinics will be set up through the City of Yukon Parks and Recreation Department.

A copy of the insurance policy shall be furnished to the City prior to the commencement of the permit period. This item has been waived by the:

Park Board: _____ Date _____

City Council _____ Date _____

13. Risk Management Policy: It is expressly understood and agreed that this agreement is subject to the Risk Management Policy of the City of Yukon. Pursuant to the Risk Management Policy, the Organization further agrees to meet or comply with each of the following requirement:

Liability Waivers: _____x_____

Parental Releases: _____x_____

Medical Waivers: _____x_____

Other: **The Organization must provide insurance policy to the Yukon Parks & Recreation Department before this contract is valid.**

14. Inspection of Premises: The City hereby reserves the right to enter upon the premises occupied by Organization, at any reasonable time, to inspect the same.

15. Applicable Laws: Organization shall comply with all Federal laws and regulations and with all other applicable laws, ordinances and regulations of the state, county and municipality where the park is located, with regard to construction, sanitation, licenses, permits and all other matters. Section Nineteen of the Yukon Parks Rules states "No person shall consume or inhale any intoxicating substance for the purposes of this section. "No person shall consume or possess beer within any sport facility at anytime regardless of the alcoholic content.

16. Non-Discrimination: Organization and its employees shall not discriminate because of race, religion, color, sex or national origin, against any person by refusing to furnish such person any accommodation, facility service or privilege offered to or enjoyed by the general public.

17. Assignments and subleases: Organization shall not assign, sublease or convey any interest granted by this permit. The Organization must be the operator of the event or activity. Any document by which an interest is granted shall indicate that the person acquiring the interest takes subject to the terms of this permit.

18. Approval of permit: This permit shall not become effective unless it is approved by the Yukon Parks and Recreation Department, Yukon Parks & Recreation Board and signed by the Mayor of Yukon.

19. Professional conduct: Permittee will conduct his or her activity in a professional manner at all times and his employees and associates are expected to do likewise. Any incident of an unprofessional nature that could jeopardize the image or reflect adversely on the City of Yukon Parks and Recreation Department, or its holdings, can and will be considered grounds for termination.

20. Fees: Each organization shall provide information (for information purposes only) to the Yukon Parks and Recreation Board regarding fee structures to be charged per addendum A.

21. Games and/or Tournaments: All activities or tournaments which are not covered in this contract must be approved by the Parks and Recreation Department and a contract signed for that particular activity or tournament.

22. Safety: Each organization is responsible for providing information concerning appropriate safety equipment, relating to each sport, to each and all participants in their programs.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals the day and year set forth below.

- Carrie Hilley 1-19-11
Organizational Person In Charge Date

Jan Scott 1-19-11
Yukon Parks and Recreation Director Date

Joe Edwards 1-19-11
Chairman, Yukon Park Board Date

Mayor, City of Yukon Date

ATTEST: City Clerk Date

possession of the owner before the first game, also practice assignments.

FEE STRUCTURE: \$7.00 per ribbon or \$10.00 per trophy

SIGN UP FEE: See above

GATE: ADMISSION: None

SPECIAL OR OTHER AGREEMENTS: Insurance and financial statement must be attached to be a valid contract.

APPROVED:	<u>Carrie Shiley</u>	<u>1-19-11</u>
	ORGANIZATIONAL PERSON IN CHARGE	DATE
	<u>Jan Scott</u>	<u>1-19-11</u>
	OWNER PERSON IN CHARGE	DATE

**YUKON PARKS & RECREATION DEPARTMENT
REQUEST FOR FACILITIES**

Facility requested: Lewis Carroll Taylor Park
Area Involved: BMX Bike Track and Building
Organization or individual requesting facility: BMX
Date: January 19, 2011 January 19, 2012 **Hours:** vary
Contact Person: Carrie Willey
Address: 728 Elder **City:** Mustang, OK
Phones Home: 256-5017 **Cell:** 1-936-499-7438
Description of Activities: BMX bike practice and races

Number of people you are expecting: _____
Youth/Children _____ **Adults** _____
If this is for youth activities, what is the chaperon per youth ratio?

Signature: _____
Date: _____

OFFICE USE ONLY

Fees: _____
Insurance Policy _____ **Liability Waivers** _____
Medical Waivers _____ **Security** _____
Clean up Fee _____ **Financial** _____
Date/Time of 1st Notification _____
Date/Time of 2nd Notification _____

APPROVED

DENIED

YUKON PARKS & RECREATION DEPARTMENT

DATE

Notes: _____

CERTIFICATE OF INSURANCE

10/19/2010

PRODUCER

American Specialty Insurance & Risk Services, Inc.
142 North Main Street
Roanoke, Indiana 46783

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICY BELOW.

INSURERS AFFORDING COVERAGE

INS. A: AXIS Insurance Company
INS. B:
INS. C:

CERT NUMBER: 1000919988

INSURED

American Bicycle Association
1645 West Sunrise Boulevard
Gilbert, AZ 85233

YUKON BMX RACEWAY #1651
728 E ELDER LN
MUSTANG, OK 73064

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITION OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	POLICY TYPE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION	LIMITS	
A	GL	AXGL02100470-10	03/01/2010 12:01 a.m.	03/01/2011 12:01 a.m.	General Aggregate	5,000,000
					Products-Completed Operations Aggregate	1,000,000
					Personal and Advertising Injury	1,000,000
					Each Occurrence	1,000,000
					Damage to Premises Rented to You (Any One Premises)	300,000
					Medical Expense Limit (Any One Person)	Excluded
A	XS	AXXS01100585-10	03/01/2010 12:01 a.m.	03/01/2011 12:01 a.m.	General Aggregate	4,000,000
					Each Occurrence	4,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

- The Certificateholder is only an additional insured with respect to liability caused by the negligence of the Named Insured as per Form AXIS 1003-Additional Insured-Certificateholders, but only with respect to losses resulting from ABA sanctioned competitions/practices and other operations conducted by ABA track operators on behalf of the ABA from March 01, 2010 through February 28, 2011.

CERTIFICATE HOLDER

CITY OF YUKON, 532 W MAIN ST, YUKON, OK 73099

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Anthony L. White

**CITY OF YUKON
PARKS AND RECREATION DEPARTMENT
OPERATION/LEASE AGREEMENT**

This agreement is made and entered into this day of January 19, 2011 by and between the City of Yukon, a municipal corporation, acting by and through the Yukon Parks and Recreation Department, hereinafter referred to as "the City", and **Oklahoma Nitro Club** hereinafter referred to as "Organization".

WITNESS TO:

WHEREAS, the City owns, operates, and maintains recreational facilities for the benefit of the citizens of the City of Yukon and visitors to the City; and

WHEREAS, the City desires to allow the public to use certain property under the Supervision of the City of Yukon Parks and Recreation Department, under the terms and conditions as set forth hereafter.

NOW, THEREFORE, for and in consideration of the covenants and conditions contained herein, the parties agree as follows;

1. The City shall permit the Organization to use the following property, hereinafter referred to as the "Leased Premises": Lewis Carroll Taylor Park, concession buildings and bathrooms

2. Duration of Permit: This permit shall be effective and the Organization shall be permitted to use the Leased Premises from **January 19, 2011 through January 19, 2012** according to the following schedule:

Monday through Friday 5:00 p.m.-8:00 p.m.

Saturday & Sunday 9:00 a.m.-9:00 p.m.

3. Use of leased Premises: The Organization shall be permitted to use the Leased Premises for the following activity or activities: **Oklahoma Nitro Club**

In no event shall the Organization use the Lease Premises for any purpose or for any activity not listed above, without obtaining the express approval of the Parks and Recreation Department, or the Parks and Recreation Director.

4. **Ownership:** The organization hereby acknowledges that the City is the owner of all of the property described in this permit, including real property improvements existing or erected thereon, and the Organization agrees to cooperate and protect said improvements existing or erected thereon, and the Organization agrees to cooperate and protect said improvements from damage. Title to any personal property provided by the Organization shall remain in the name of the Organization. No buildings, displays or other structures, either permanent or temporary, shall be erected or positioned within the park without prior approval of the Parks and Recreation Director.

5. **Utilities:** Organization shall be responsible for the payment of all utility charges. No electrical, telephone or other services shall be altered, extended, or added without prior written approval of the Parks and Recreation Director. Organization shall initial this paragraph, indicating its approval and further indicating that it agrees to pay any such utility charges.

Initial: _____ N/A _____.

6. **Security and Site Selection:** Organization will be responsible for providing security in addition to normal city police. Each organization agrees to follow the direction and instructions of the Parks and Recreation Director in regard to area assignment for parking, garages, exhibits, or any other activities or functions associated with this permit.

7. Payment: Organization shall furnish to the City a statement of its total gross receipts, together with payment in the amount of N/A percent N/A, of those gross receipts. The Term "Gross Receipts" as used in this permit shall mean anything of value received by Organization through the operation of activities, events or business upon the park premises, provided, however, that the term "Gross Receipts" shall not include any sales or excise taxes collected by the Organization.

8. Accounts and Records: Organization shall keep true and accurate books and records showing all of its transactions and the city shall have the option to inspect such books and records. Organization hereby agrees that a year-end financial statement shall be submitted to the City. For schedule of deadlines, see Addendum "b".

9. Refuse: The city will furnish all necessary refuse and garbage containers and will remove and dispose of all rubbish, refuse and garbage resulting from the special use, events or activity, provided that the refuse is deposited in receptacles provided. The Organization will be responsible for refuse and garbage pick up and facility clean up on the park ground and agrees to restore all park grounds, buildings, facilities and structures to the level of cleanliness and order which existed prior to the event, activity or use.

10. Performance/Damage deposit: Organization agrees to provide to the City a N/A performance/damage deposit, prior to the effective date of the permit. This deposit will be returned to Organization upon evaluation by the City that Organization has met all obligations expressed in this permit document. Non-performance of any obligation or unrepaired damage to park facilities are examples, but not the sole grounds for forfeiture of a portion or all of the deposit.

11. Performance of contract: Violation by Organization of the terms of this permit shall be grounds for termination by the City; and shall be grounds for prohibiting future contractual use by Organization.

12. Liability Insurance: Organization shall indemnify and hold the City and its employees, agents, and officers harmless from all claims, damage, suits cost, or losses arising out any negligence or wrongful conduct of the Organization or from the activities of the Organization pursuant to this agreement. Organization shall obtain public liability insurance naming both Organization and the City as the named insured. Insurance coverage shall be obtained from a duly licensed insurance company within the State of Oklahoma, acceptable to the City, providing for minimum limits of:

\$1,000.000 each person

\$1,000.000 each accident

\$1,000.000 property damage

All coaches shall be required to become certified by the NYSCA if applicable. It is the responsibility of the Organization to set up NYSCA certification clinics for their coaches and require that each coach be certified a week before the season starts. Clinics will be set up through the City of Yukon Parks and Recreation Department.

A copy of the insurance policy shall be furnished to the City prior to the commencement of the permit period. This item has been waived by the:

Park Board: _____ Date _____

City Council _____ Date _____

13. Risk Management Policy: It is expressly understood and agreed that this agreement is subject to the Risk Management Policy of the City of Yukon. Pursuant to the Risk Management Policy, the Organization further agrees to meet or comply with each of the following requirement:

Liability Waivers: _____x_____

Parental Releases: _____x_____

Medical Waivers: _____x_____

Other: **The Organization must provide insurance policy to the Yukon Parks & Recreation Department before this contract is valid.**

14. Inspection of Premises: The City hereby reserves the right to enter upon the premises occupied by Organization, at any reasonable time, to inspect the same.

15. Applicable Laws: Organization shall comply with all Federal laws and regulations and with all other applicable laws, ordinances and regulations of the state, county and municipality where the park is located, with regard to construction, sanitation, licenses, permits and all other matters. Section Nineteen of the Yukon Parks Rules states "No person shall consume or inhale any intoxicating substance for the purposes of this section. "No person shall consume or possess beer within any sport facility at anytime regardless of the alcoholic content.

16. Non-Discrimination: Organization and its employees shall not discriminate because of race, religion, color, sex or national origin, against any person by refusing to furnish such person any accommodation, facility service or privilege offered to or enjoyed by the general public.

17. Assignments and subleases: Organization shall not assign, sublease or convey any interest granted by this permit. The Organization must be the operator of the event or activity. Any document by which an interest is granted shall indicate that the person acquiring the interest takes subject to the terms of this permit.

18. Approval of permit: This permit shall not become effective unless it is approved by the Yukon Parks and Recreation Department, Yukon Parks & Recreation Board and signed by the Mayor of Yukon.

19. Professional conduct: Permittee will conduct his or her activity in a professional manner at all times and his employees and associates are expected to do likewise. Any incident of an unprofessional nature that could jeopardize the image or reflect adversely on the City of Yukon Parks and Recreation Department, or its holdings, can and will be considered grounds for termination.

20. Fees: Each organization shall provide information (for information purposes only) to the Yukon Parks and Recreation Board regarding fee structures to be charged per addendum A.

21. Games and/or Tournaments: All activities or tournaments which are not covered in this contract must be approved by the Parks and Recreation Department and a contract signed for that particular activity or tournament.

22. Safety: Each organization is responsible for providing information concerning appropriate safety equipment, relating to each sport, to each and all participants in their programs.

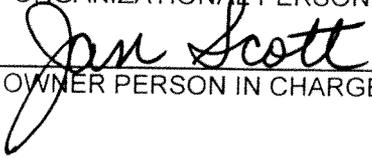
NOTE: Special or other agreements are set forth at the end of this contract. All league schedules must be in the possession of the owner before the first game, also practice assignments.

FEE STRUCTURE: \$7.00 per ribbon or \$10.00 per trophy

SIGN UP FEE: See above

GATE: ADMISSION: None

SPECIAL OR OTHER AGREEMENTS: Insurance and financial statement must be attached to be a valid contract.

APPROVED:		<u>1-19-11</u>
	ORGANIZATIONAL PERSON IN CHARGE	DATE
		<u>1-19-11</u>
	OWNER PERSON IN CHARGE	DATE

**YUKON PARKS & RECREATION DEPARTMENT
REQUEST FOR FACILITIES**

Facility requested: Lewis Carroll Taylor Park

Area Involved: Oklahoma Nitro Track

Organization or individual requesting facility: Oklahoma Nitro Club

Date: January 19, 2011 January 19, 2012 Hours: vary

Contact Person: Jason Grant

Address: 11212 Ashford Drive City: Yukon, OK

Phones Cell: 474-0678

Description of Activities: OK Nitro club practice and racing

Number of people you are expecting: _____

Youth/Children _____ Adults _____

If this is for youth activities, what is the chaperon per youth ratio?

Signature: _____

Date: _____

OFFICE USE ONLY

Fees: _____

Insurance Policy _____ Liability Waivers _____

Medical Waivers _____ Security _____

Clean up Fee _____ Financial _____

Date/Time of 1st Notification _____

Date/Time of 2nd Notification _____

APPROVED

DENIED

YUKON PARKS & RECREATION DEPARTMENT

DATE

Notes: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/18/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGowan Insurance Group, Inc. 10 West Market Street Suite 1850 Indianapolis IN 46204-2972		CONTACT NAME: Emily Colwell PHONE (A/C, No, Ext): (317) 464-5000 FAX (A/C, No): (317) 464-5001 E-MAIL ADDRESS: emilyc@mcgowaninc.com PRODUCER CUSTOMER ID #: 00004666	
INSURED ROAR and its Affiliated Clubs 30262 Crown Valley Parkway #B 454 Laguna Niguel CA 92677		INSURER(S) AFFORDING COVERAGE INSURER A: USF Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 11 Members Only REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL. SUBR. INSR. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y N	CIP68862	1/1/2011	1/1/2012	MED EXP (Any one person) \$ Excluded
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY					PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS					\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR					\$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$
	<input type="checkbox"/> DEDUCTIBLE					AGGREGATE \$
	<input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is Additional Insured, per Form CG 20 02

CERTIFICATE HOLDER **CANCELLATION**

Oklahoma Nitro Club 11212 Ashford Drive Yukon, OK 73099	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE John Sullivan/EMILY <i>John E. Sullivan</i>
---	--

Report of Boards, Commissions and Committees

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

Planning Commission			Spanish Cove		
Earline Smaistrla	Ward 1	2014	Larry Taylor, Representative		
Larry Taylor	Ward 2	2014	OK Environmental Management Auth.		
Philip Morgan	Ward AL	2011			
Terry Beaver	Ward 3	2012	Denny Myers, Representative		
Michael McEachern	Ward 4	2012	Dewayne Maxey, Alternate		
Board of Adjustment/Board of Appeal			Canadian County Alliance		
Sherry Huston	Ward 1	2014	Dewayne Maxey, Representative		
Ken Smith	Ward 2	2014	Jim Crosby, Alternate		
Buddy Carpenter	Ward AL	2011	Senior Citizens		
Joe Horn	Ward 3	2012			
Russ Kline	Ward 4	2012			
Park Board			Ray Wright, Representative		
Joe Edwards	Ward 1	2014	John Alberts, Alternate		
D.E. Brower	Ward 2	2014	ACOG		
Lois Cain	Ward AL	2011			
Ward Larson	Ward 3	2012	Bob Bradway, Representative		
Joe Baumann	Ward 4	2012	John Tipps, Alternate		
Library Board			COWRA		
Charlotte Novak*		2011	Genie Vinson, Representative		
Donelda Wheatly*		2011	Larry Taylor, Alternate		
Lee Wells	Ward 2/1	2014	Sister City Committee		
Joyce Roman	Ward 2	2014			
Ginger LaCroix	Ward AL	2011	Illona Morris		
Jeanne Riggs	Ward 3	2012	Terry Beaver		
Margaret Albrecht	Ward 4	2012	Nancy Novosad		
			Edwin Shedeck		
Traffic Commission			Recycling Committee		
Charles Lee	Ward 1	2014	Carole Gamer	Erika Swann	
	Ward 2	2014	Dennis Beringer	Beverly Kofoed	
John Knuppel	Ward AL	2011	Genie Vinson	Gary LaRue	
Jay Tallant	Ward 3	2012			
Emil Albrecht	Ward 4	2012			

*Members of Ladies' Library Club are appointed by same

Resolution No. 2011-01

**CONCERNING BRIDGE INSPECTION RESPONSIBILITY
BY LOCAL GOVERNMENT FOR COMPLIANCE WITH
NATIONAL BRIDGE INSPECTION STANDARDS
Bridge inspection Contracts for April 2011 to March 2013**

WHEREAS, the City of Yukon, Oklahoma, has the responsibility of bridge maintenance safety inspections; and

WHEREAS, the City of Yukon, Oklahoma, has the following options:

- 1) Select one of ODOT's pre-qualified engineering firms. Bear 20% of the total bridge inspection cost with an 80% Federal match.
- 2) Elect to do bridge safety inspections with your own forces using inspection teams and an oversight engineer fully qualified as mandated by the NBIS (National Bridge Inspection Standards). Bear 20% of the total bridge inspection cost and receive 80% Federal reimbursement.
- 3) Use the same consultant as _____ County. A letter is attached stating that the County has agreed to cover the extra cost for the local match of the city bridges.

Therefore, BE IT RESOLVED, by the City of Yukon, Oklahoma, that it is their desire to select option #1 and choose

Name: Mehlburger Brawley
Address: 5500 N. Western, Suite 215, Oklahoma City, OK 73118

as the engineer responsible for city bridge inspections as approved by the Oklahoma Department of Transportation.

ADOPTED this 1st day of February, 2011

Bob Bradway, Mayor

ATTEST: _____
City Clerk



CITY OF YUKON PUBLIC WORKS

To: Doug Shivers

From: Matt Maly

Cc: Jim Crosby
Grayson Bottom

Re: Resolution Concerning Bridge Inspection

Attached is an Example Resolution concerning bridge inspector selection that the City must complete every two years. On January 20, 2011 the selection committee consisting of Robbie Williams, City Engineer, Matt Maly, Public Works Director, and Bill Stover, Assistant Public Works Director conducted phone interviews with three companies. We evaluated each company based on the set of questions sent out by the Department of Transportation. The committee selected Menlbunger Brawley as the company best suited to serve the City for bridge inspections.

Please place this resolution on the next available Council Agenda for approval. When this is approved, please make sure we receive a copy so we can complete our response to the Department of Transportation in order to be compliant with the National Bridge Inspection Standard.

EXAMPLE RESOLUTION

CONCERNING BRIDGE INSPECTION RESPONSIBILITY
BY LOCAL GOVERNMENT FOR COMPLIANCE WITH
NATIONAL BRIDGE INSPECTION STANDARDS
Bridge Inspection Contracts for April 2011 to March 2013

WHEREAS, the City of Yukon has the responsibility of bridge maintenance and safety inspections.

WHEREAS, the City of Yukon has the following options:

- (1) Select one of ODOT's prequalified engineering firms. Bear 20% of the total bridge inspection cost with an 80% Federal match.
- (2) Elect to do bridge safety inspections with your own forces using inspection teams and an oversight engineer *fully qualified* as mandated by the NBIS (National Bridge Inspection Standards). Bear 20% of the total bridge inspection cost and receive 80% Federal reimbursement.
- (3) Use the same consultant as _____ County. A letter is attached stating that the County has agreed to cover the extra cost for the local match of the city bridges.

Therefore, BE IT RESOLVED, by the City of Yukon that it is their desire to select option # 1 and choose

Name Mehlburger Brawley
Address 5500 N. Western Suite 215
OKC, OK 73118

as the engineer responsible for city bridge inspections as approved by the Oklahoma Department of Transportation.

ADOPTED this _____ day of _____, 2010

BY _____ CHAIRMAN

BY _____ MEMBER

BY _____ MEMBER

ATTEST: _____
City Clerk

**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF YUKON
AND THE FRATERNAL ORDER OF POLICE
LODGE #173**

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

FISCAL YEAR 2010-2011

THIS MEMORANDUM is made and entered into this _____ day of _____, 2011, by and between the City of Yukon, Oklahoma, a municipal corporation, hereinafter referred to as "Yukon", and the Fraternal Order of Police, Lodge #173, hereinafter referred to as "FOP";

WITNESSETH

WHEREAS, both parties herein enter into a cooperative memorandum; and

WHEREAS, the parties now desire to enter into a memorandum as follows:

1. The City and the FOP further agree that if a canine officer is appointed, he or she will receive three and one-half (3 ½) hours per week in pay for time spent in care of his or her dog.
2. The amount of canine officer's wages will be paid by the City of Yukon through the general fund of the city.
3. The City of Yukon and the FOP agree that in January of 2011, the City of Yukon will advertise and employ three (3) additional officers. One will be paid for by the city and the additional two (2) will be paid for using the Police PEST Funds for the remainder of the 2010 – 2011 contract year.

IN WITNESS WHEREOF, the Employer has set its hand this _____ day of _____, 2011.

BY: _____
Mayor

ATTEST:

BY: _____
City Clerk

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

_____ day of _____, 2011.

BY: 

President, Lodge No. 173
Fraternal Order of Police

APPROVED AS TO FORM this _____ day of _____, 2011.

City Attorney

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

FISCAL YEAR 2011-2012

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
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- 25 - Substance Abuse Testing and Treatment
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- 32 - Firearms Incentive
- 33 – Light Duty Policy

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

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

**ARTICLE 1
RECOGNITION**

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

ARTICLE 2 AUTHORITY AND TERM

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

Section 2. This agreement shall be effective on January 1, 2011 and shall remain in full force and effect until the 30th day of June, 2012.

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. The Employer may implement furloughs and/or merit freezes as an alternative to reduction in force measures as outlined in this contract, at any time of financial crisis, subject to the provisions of this Agreement.

ARTICLE 4 GRIEVANCE PROCEDURES

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

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

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

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

A. Step One – Deputy Chief

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

B. Step Two - Chief of Police

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

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

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

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

C. Step Three - City Manager

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

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

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

E. Step Four - Arbitration

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

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

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

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

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

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

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

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

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

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

ARTICLE 5
PROHIBITION OF STRIKE

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

ARTICLE 6 WAGES

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

Section 2.

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

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

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

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

ARTICLE 7 COURT TIME/TRAVEL TIME

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

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

Section 3. Employee shall be compensated for travel time to attend approved training. A total of one hour travel time (thirty minutes to and thirty minutes from) an approved training class within the Oklahoma City metro area shall be compensated at the employee's regular rate. Upon request, Employee shall provide written verification of class hours.

Section 4. Probationary employees attending CLEET Training in Ada will be paid seventy five dollars (\$75.00) per week for travel.

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 one (1) day of vacation per month, beginning with the first full month of service (twelve [12] days per year).
- B. Employees with more than five (5) and less than ten (10) years of continuous service with the Employer shall accrue one and one quarter (1.25) days of vacation per month, beginning with the first full month of service (fifteen [15] days per year).
- C. Employees with at least ten (10) years, but less than fifteen (15) years of continuous service with the Employer shall accrue one and one half (1 1/2) days of vacation per month (eighteen [18] days per year).
- D. Employees with at least fifteen (15) years of continuous service with the Employer shall accrue two (2) days of vacation per month (twenty-four [24] days per year).

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. Those members enrolled for family coverage shall remain at a \$30.00 deduction from each 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 \$1000.00 received may be reported as additional income received. Receipts for the purchase of clothing pursuant to this article shall be provided to the employer. The Chief of Police may establish a required dress code for non-uniformed employees.

ARTICLE 12

LOST OR DESTROYED PERSONAL PROPERTY

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

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

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

ARTICLE 13 BULLETIN BOARD

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

ARTICLE 14 OVERTIME/CALLBACK TIME

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

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

Section 3. Compensation for overtime shall be in the form of compensatory time at the rate of one and one half (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 (80) 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.

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. All Employees who work a shift on a holiday shall receive compensation at time and one-half (1½) their regular hourly rate for the time worked, and eight (8) hours time off to be scheduled at another time (in the 28 day work period if possible).

Section 4. Officers that are scheduled to work on Christmas and Thanksgiving holidays will receive pay at two times (double time) their regular pay and eight (8) hours time 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 (5½ %) of the dues deducted or \$1.30 (one dollar and thirty cents) per deduction; whichever is greater, as administrative costs.

ARTICLE 17
CONFLICT WITH OTHER PROVISIONS

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

ARTICLE 18 SAVINGS CLAUSE

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

ARTICLE 19

NEGOTIATIONS DURING TERM OF AGREEMENT

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

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

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

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

ARTICLE 20 LONGEVITY

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

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

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

**ARTICLE 21
INCENTIVE PAY**

Section 1.

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

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

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

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

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

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

If member possesses a minimum of 60 credit hours related to the member's employment, he shall receive an educational benefit of \$800.

The Employer will pay for only one degree at each level and will pay only the bonus for the highest-level degree earned during the term of this agreement.

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

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

Section 4. Employees who meet the following criteria shall receive an incentive payment of \$100.00 per fiscal year, to be paid by separate check in March, 2007, any member who holds more than one of the listed or approved rating shall be paid the \$100.00 plus \$50.00 for any additional area of instruction:

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

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

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

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

- A. The maximum amount the City will reimburse tuition expended by an Employee is not more than Two thousand five hundred dollars (\$2,500.00) per fiscal year.
- B. Employees will be eligible for tuition reimbursement under the following guidelines:
 - 1) Tuition refunds will be granted only to full time Employees who have completed at least one (1) year of service prior to the date on which the course begins.
 - 2) Courses must be offered by accredited institutions.
 - 3) Courses must contribute toward the Employee's declared major or job performance related. Employee's declared major shall be directly related to Law Enforcement and a degree plan shall be submitted prior to any reimbursement.
 - 4) A GPA of 2.0 will receive 50%, A GPA of 2.5 will receive 75% and a GPA of 3.0 will receive 100% of the amount in Section 8 A.
 - 5) Professional development reimbursements for ninety percent (90%) of books and tuition, subject to available funding and statement of tuition costs and receipts.
- C. The resignation or discharge of an Employee automatically terminates their eligibility for benefits.
- D. If an individual obtains a degree that was paid for under this program, they are required to remain employed by the Yukon Police Department for at least three years. If they leave earlier than that they will be required to pay back the tuition reimbursement paid on their behalf beginning July 1,

2007. Individuals who retire from the Yukon Police Department are considered exempt.

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)

Section 3. Only Corporals that are on the eligibility list for Sergeant shall work out of classification. The chief of Police may authorize a Corporal not on the current eligibility list to work out of classification on a limited basis.

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): Only the investigator shall record the formal interrogation, and at no time will there be unrecorded questions or statements. A transcript shall be made and a copy thereof furnished to the officer under investigation. However, prior to interrogation, an agreement may be reached by all parties concerned that certain questions or statements for points of clarification may be unrecorded.

Condition (vii): The accused Officer shall be accorded at all times his or her (6th) amendment right as guaranteed by the Constitution, the choice being the accused Officer's as to whether he has legal counsel and/or FOP representation.

F. Any time disciplinary action is proposed by the Chief of Police against an Employee that affects their continued employment or their wages, such action shall not begin immediately. However, the Employee may follow through with a grievance procedure that is found in Article 4 of this contract through Step Three. Should the proposed action be sustained at Step Three, the Employee shall be permitted to pursue the remainder of the grievance procedure.

G. (i): Employees who have been recommended for discharge by the Chief of Police shall be suspended with pay until the affected Employee completes Step Three of the grievance procedure found in Article 4 of this contract. The Employee shall remove all their personal belongings immediately from the Department and return all items that are City property back to the City.

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

Section 2. CITIZEN'S COMPLAINT

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

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

C. The accused Officer shall meet with the Chief of Police or his designee to discuss the contents of the complaint and shall cooperate fully with any investigation that is

undertaken. The accused Officer shall have the right to have legal and/or FOP representation during this discussion. The accused Officer shall also submit a written statement responding to the allegations against him or her.

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

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

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

Section 3. OTHER SOURCES OF INFORMATION

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

Section 4. CRIMINAL INVESTIGATION

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

ARTICLE 25

SUBSTANCE ABUSE TESTING AND TREATMENT

The City will implement and conform to Public Law 100-690, The Drug Free Workplace Act of 1988. In accordance with the Act the city will:

1. Publish and distribute to workers a policy prohibiting illegal drugs in the workplace;
2. Provide each employee a copy of the above policy;
3. Establish "drug free awareness programs" to inform employees about the dangers of drug use in performance of their jobs; the penalties for using them at work; and the availability of drug counseling programs;
4. Require employees to notify the employer if they are convicted of any drug related crime;
5. Punish convicted employees for drug violations or require their successful completion of a drug rehabilitation program.
6. Any officer that is involved in an accident with injury or any accident where the vehicle is disabled or needs a wrecker will be sent for drug testing as soon as possible.

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.

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.
- B. Captains may be required to work at least one Saturday per month.
- C. Lieutenants and sergeants shall have one (1) weekend day off as their regularly scheduled days off. Scheduled days off will be Friday, Saturday, Sunday, and Monday. The Lieutenants will have their choice of which set of days off they want for a shift rotation.

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 and July 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 forty (40) hours training each fiscal year, of which twenty four (24) hours shall be C.L.E.E.T. certified.

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 by C.L.E.E.T.
- 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 shall be made by the employer.

ARTICLE 32 FIREARMS INCENTIVE

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

The qualifying score must be with the weapon carried on duty and must be declared to the firearms instructor or Range Master 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 _____, 2011.

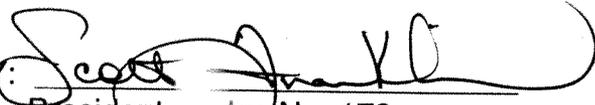
BY: _____
Mayor

ATTEST:

BY: _____
City Clerk

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

_____ day of _____, 2011.

BY: 
President, Lodge No. 173
Fraternal Order of Police

WITNESSED AS TO FORM this _____ day of _____, 2011.

City Attorney

ATTACHMENT A
Effective July 1, 2011

	Police Officer	Corporal	Detective /Sergeant	Lieutenant	Captain	Deputy Chief
STEP 1	35,185	40,729	44,031	50,553	57,076	62,785
STEP 2	37,035	42,873	46,348	53,214	60,083	66,088
STEP 3	38,984	45,132	48,788	56,017	63,243	69,567
STEP 4	41,036	47,504	51,355	58,963	66,572	73,229
STEP 5	43,196	50,004	54,057	62,066	70,075	77,083
STEP 6	45,470	52,637	56,904	65,334	73,762	81,139
STEP 7	47,863	55,408	59,898	68,773	77,646	85,411
STEP 8	50,383	58,322	63,050	72,391	81,734	89,906
STEP 9	53,034	61,392	66,369	76,201	86,035	94,637

Both parties agree to meet March 1st of each fiscal year to negotiate any increase of the Metro Survey.

The amount of \$856,507 from the Public Employees Sales Tax revenue, as set forth in Ordinance No. 1132, is earmarked for the fiscal year 2010-2011 for the following purposes: Providing competitive compensation and benefits for police personnel and additional commissioned police personnel, subject to collective bargaining agreement with the City of Yukon, and police related equipment.

An additional amount up to \$156,395 from the Public Employees Sales Tax revenue, as set forth in ordinance No. 1132 will be earmarked for the fiscal year 2010-2011 to offset additional employee contributions for healthcare insurance for FOP members enrolled in the City of Yukon's Health Insurance Plan – Family Coverage.

Both parties agree to meet on March 1, 2011 to discuss any increase in pay.

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

The City of Yukon and the FOP agree that in January of 2011, the City of Yukon will advertise and employ three (3) additional officers. One will be paid for by the city and the additional two (2) will be paid for using the Police PEST Funds for the remainder of the 2010 – 2011 contract year and for all of the 2011 – 2012 contract year.

The City of Yukon and the FOP agree that beginning contract year 2011 – 2012 Pay Plan marked Attachment A will go into effect giving a three percent (3%) raise to all grades. Monies for this raise will

be taken from the Police PEST account. Any increases in family medical coverage will be negotiated and resolved by a Memorandum of Understanding.

The City of Yukon and the FOP further agree that if a canine officer is appointed, he or she will receive three and one-half (3 ½) hours per week in pay for time spent in care of his or her dog.

This agreement will be for the contract years 2010 – 2011 and 2011-2012.

The amount for the new police officers will be a maximum of \$23,227.00 for the remainder of FY 2010-2011. The amount for the new police officers will be a maximum of \$141,964.00 for FY 2011-2012. The amount for the three percent (3%) raise for all officers will be a maximum of \$108,362.00 for FY 2011-2012.

All funds previously listed will still apply.

ATTACHMENT B

UNIFORM AND EQUIPMENT ITEMS AND THE NUMBER SUPPLIED OR REQUIRED

Uniform Hat: 1 straw and 1 felt
Uniform Hat Badge 1
Ike Jacket 1
Breast Badge 2
Collar Brass 1
Metal "P" Buttons 6
Tie 1
Gold/Silver Nameplate 2
Uniform Trousers 4 pair
Uniform Shirts 4 long sleeve and 4 short sleeve
Foul Weather Jacket 1
Patches will be supplied for uniforms and jackets

OTHER EQUIPMENT

Flashlight 1
Body Armor (Vest) 1
Baton 1
Baton Holder 1
Handcuffs 1
Holster, 1 Leather Clarino
Under belt 1 Velcro
Uniform Belt, 1 Velcro Leather Clarino
Handcuff Case, 1 Leather Clarino
OC Spray 1
OC Spray Holder 1
Belt Keepers 4, Leather Clarino
Magazine Pouch (Double), Leather Clarino 1
Portable Police Radio w/ speaker/microphone 1
Police Radio Holder 1
Special Event Shirt 2 – Provided by the City
Special Event Shorts 2 – As specified by the City at employee's own expense as an option.
Special Event Shoes 1 pair – As specified by the City at employee's own expense as an option.
Water re-hydration system (camel-Bak 70oz) – 1 authorized at employee's own expense.

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

GRIEVANCE PROCEDURES

STEP I: EMPLOYEE STATES GRIEVANCE - FORWARDS TO DEPUTY CHIEF

STEP II: REQUESTED RELIEF

Employee's Signature _____

Date _____

DEPUTY CHIEF'S RESPONSE

Signature _____
Deputy Chief's or Captain's Response

Date _____

STEP III. EMPLOYEE STATES DISSENTING OPINION

Employee's Signature_____

Date Discussed_____

**POLICE CHIEF'S RESPONSE
IN WRITING.**

STEP IV. EMPLOYEE STATES DISSENTING OPINION

Employee's Signature _____

Chief's Signature _____

Date _____

**STEP V. CITY MANAGER'S RESPONSE
IN WRITING**

Approved: _____

Denied: _____

Manager's Signature _____

Date _____

City Council - Municipal Authority Agendas

February 1, 2011 - 7:30 p.m.

Council Chambers — Centennial Building

12 South Fifth Street, Yukon, Oklahoma

The documents for items 6 and 7 were not available at the time of printing. These documents will be provided to you prior to the City Council meeting scheduled for February 1, 2011.

YUKON

Community Development

Date: January 24, 2011

To: Jim Crosby, City Manager

CC: Grayson Bottom

From: Mitchell Hort

RE: City Buildings Roof Replacements

The following city roofs were damaged in the February 10, 2009 hail storm. The roofs listed below are being submitted for your review and consideration for bidding purposes.

Yukon Chamber of Commerce	(Building Only)	510 W Elm Ave
City of Yukon Fire Station #1	(Station & Storage Bldg)	302 S 5 th St
Kimbell Park	(Bath House & 2 Picnic Shelters)	525 S 7 th St
Freedom Trail Playground	(Restroom, Picnic Shelter & 3 Playground)	2101 S Holly St
City of Yukon Community Center	(Storage Building & 2 Picnic Shelter)	2200 S Holly St
Chisholm Trail Park	(Gazebo South Side)	500 W Vandament
Sunrise Park	(Concession Stand)	2808 N Mustang rd

The roofs listed above are all inclusive and to bid as one. If you would like to discuss this further please contact me at 405-354-6676.

.....City of Yukon Roof Specifications

Yukon Chamber of Commerce, 510 Elm Avenue

- Remove shingles to deck and dispose in an approved location.
- Decking shall be cleaned smooth, re-nailed and repaired as needed.
- Comply with the requirements of the attached Asphalt Roofing Shingles System General Requirements
- Replace all plumbing vent flashings with an approved metal penetration flashing. (Asphalt Roofing Shingles System General Requirements 3.14 Penetration flashing)
- A 1 ½" x 1 ½", 26 gauge prefinished galvanized steel drip edge shall be installed around the perimeter of the roof. (matching building trim)
- Step flashing is required to be meet the manufactures requirements and Asphalt Roofing Shingles System General Requirements 3.16 Step Flashings.
- All decking shall be covered with a new 15# felt before shingle replacement.
- Replace with a 30 year Prestique High Definition Elk shingle, Style: Weatheredwood and or approved equal with matching Elk Z ridge installed per manufactures installation instructions.
- All shingles and appurtenances shall be hand nailed.
- Required to provide protection to prevent any damage to the existing flat roof on the South Side of the building.
- Contractor will be required to provide a 5 year warranty on labor and materials.
- Manufacturer will be required to provide a 5 year warranty on materials to be free of defects.
- Proof of Workman's Comp Certificate
- Proof of \$500,000 General Liability
- Affidavit/Lien Wavier stating labor, supplies, etc. have been paid.

.....City of Yukon

Roof Specifications

Fire Station No. 1 and Storage Building, 302 S. 5th Street

- Remove shingles to deck and dispose in an approved location.
- Decking shall be cleaned smooth, re-nailed and repaired as needed.
- Comply with the requirements of the attached Asphalt Roofing Shingles System General Requirements
- Replace all plumbing vent flashings with an approved metal penetration flashing. (Asphalt Roofing Shingles System General Requirements 3.14 Penetration flashing)
- A 1 ½" x 1 ½", 26 gauge prefinished galvanized steel drip edge shall be installed around the perimeter of the roof. (matching building trim)
- All decking shall be covered with a new 15# felt before shingle replacement.
- All valleys shall have a underlayment (Asphalt Roofing Shingles System General Requirements 3.10 B Valley Construction)
- Replace skylight in storage building with an equal.
- Replace with a 30 year Prestique High Definition Elk shingle, Style: Weatheredwood and or approved equal with matching Elk Z ridge installed per manufactures installation instructions.
- All valleys shall be laid in a closed valley California style valley cut.
- Note: All shingles and appurtenances shall be hand nailed with a nail that doesn't penetrate to the under side of roof decking. (Inside ceiling is the underside of deck in Fire Station #1.)
- Contractor will be required to provide a 5 year warranty on labor and materials.
- Manufacturer will be required to provide a 5 year warranty on materials to be free of defects.
- Proof of Workman's Comp Certificate
- Proof of \$500,000 General Liability
- Affidavit/Lien Wavier stating labor, supplies, etc. have been paid.

.....City of Yukon Roof Specifications

2 Picnic Shelters & 1 Bath House, Kimbell Park, 525 S 7th St

- Remove shingles to deck and dispose in an approved location.
- Decking shall be cleaned smooth, re-nailed and repaired as needed.
- Comply with the requirements of the attached Asphalt Roofing Shingles System General Requirements
- Replace all plumbing vent flashings with an approved metal penetration flashing. (Asphalt Roofing Shingles System General Requirements 3.14 Penetration flashing)
- A 1 ½" x 1 ½", 26 gauge prefinished galvanized steel drip edge shall be installed around the perimeter of the roof. (matching building trim)
- All decking shall be covered with a new 15# felt before shingle replacement.
- All valleys shall have a underlayment (Asphalt Roofing Shingles System General Requirements 3.10 B Valley Construction)
- Replace with a 30 year Prestique High Definition Elk shingle, Style: Weatheredwood and or approved equal with matching Elk Z ridge installed per manufactures installation instructions.
- All shingles and appurtenances shall be hand nailed.
- Contractor will be required to provide a 5 year warranty on labor and materials.
- Manufacturer will be required to provide a 5 year warranty on materials to be free of defects.
- Proof of Workman's Comp Certificate
- Proof of \$500,000 General Liability
- Affidavit/Lien Wavier stating labor, supplies, etc. have been paid.

.....City of Yukon Roof Specifications

Restroom, Picnic Shelter & 3 Playground Roofs, Freedom Trail Playground, 2101 S Holly St

- Remove shingles to deck and dispose in an approved location.
- Decking shall be cleaned smooth, re-nailed and repaired as needed.
- Comply with the requirements of the attached Asphalt Roofing Shingles System General Requirements
- Replace all plumbing vent flashings with an approved metal penetration flashing. (Asphalt Roofing Shingles System General Requirements 3.14 Penetration flashing)
- A 1 ½" x 1 ½", 26 gauge prefinished galvanized steel drip edge shall be installed around the perimeter of the roof. (matching building trim)
- All decking shall be covered with a new 15# felt before shingle replacement.
- All valleys shall have a underlayment (Asphalt Roofing Shingles System General Requirements 3.10 B Valley Construction)
- Replace with a 30 year Prestique High Definition Elk shingle, Style: Weatheredwood and or approved equal with matching Elk Z ridge installed per manufactures installation instructions.
- All shingles and appurtenances shall be hand nailed.
- Contractor will be required to provide a 5 year warranty on labor and materials.
- Manufacturer will be required to provide a 5 year warranty on materials to be free of defects.
- Proof of Workman's Comp Certificate
- Proof of \$500,000 General Liability
- Affidavit/Lien Wavier stating labor, supplies, etc. have been paid.

.....City of Yukon Roof Specifications

Storage Building, Yukon Community Center, 2200 S Holly St

- Remove shingles to deck and dispose in an approved location.
- Decking shall be cleaned smooth, re-nailed and repaired as needed.
- Comply with the requirements of the attached Asphalt Roofing Shingles System General Requirements
- A 1 ½" x 1 ½", 26 gauge prefinished galvanized steel drip edge shall be installed around the perimeter of the roof. (matching building trim)
- All decking shall be covered with a new 15# felt before shingle replacement.
- Replace with a 25 year three tab Elk shingle: Style Weathered gray installed per manufactures installation instructions.
- All shingles and appurtenances shall be hand nailed.
- Contractor will be required to provide a 5 year warranty on labor and materials.
- Manufacturer will be required to provide a 5 year warranty on materials to be free of defects.
- Proof of Workman's Comp Certificate
- Proof of \$500,000 General Liability
- Affidavit/Lien Wavier stating labor, supplies, etc. have been paid.

.....City of Yukon

Roof Specifications

2 Picnic Shelters, Yukon Community Center, 2200 S Holly St

- Remove shingles to deck and dispose in an approved location.
- Decking shall be cleaned smooth, re-nailed and repaired as needed.
- Comply with the requirements of the attached Asphalt Roofing Shingles System General Requirements
- A 1 ½" x 1 ½", 26 gauge prefinished galvanized steel drip edge shall be installed around the perimeter of the roof. (matching building trim)
- Step flashing is required to be meet the manufactures requirements and Asphalt Roofing Shingles System General Requirements 3.16 Step Flashings.
- All decking shall be covered with a new 15# felt before shingle replacement.
- Replace with a 30 year Prestique High Definition Elk Shingle, Style: Weatheredwood and or approved equal with matching Elk Z ridge installed per manufactures installation instructions.
- All shingles and appurtenances shall be hand nailed.
- Contractor will be required to provide a 5 year warranty on labor and materials.
- Manufacturer will be required to provide a 5 year warranty on materials to be free of defects.
- Proof of Workman's Comp Certificate
- Proof of \$500,000 General Liability
- Affidavit/Lien Wavier stating labor, supplies, etc. have been paid.

.....City of Yukon

Roof Specifications

Chisholm Trail Park, Gazebo South Side, 500 W Vandament Ave

- Remove shingles to deck and dispose in an approved location.
- Decking shall be cleaned smooth, re-nailed and repaired as needed.
- Comply with the requirements of the attached Asphalt Roofing Shingles System General Requirements
- A 1 ½" x 1 ½", 26 gauge prefinished galvanized steel drip edge shall be installed around the perimeter of the roof. (matching building trim)
- All decking shall be covered with a new 15# felt before shingle replacement.
- Replace with a 30 year Prestique High Definition Elk shingle, Style: Weatheredwood and or approved equal with matching Elk Z ridge installed per manufactures installation instructions.
- All shingles and appurtenances shall be hand nailed.
- Contractor will be required to provide a 5 year warranty on labor and materials.
- Manufacturer will be required to provide a 5 year warranty on materials to be free of defects.
- Proof of Workman's Comp Certificate
- Proof of \$500,000 General Liability
- Affidavit/Lien Wavier stating labor, supplies, etc. have been paid.

.....City of Yukon Roof Specifications

Concession Stands, Sunrise Hills Park, 2802 N. Mustang Rd.

- Remove shingles to deck and dispose in an approved location.
- Decking shall be cleaned smooth, re-nailed and repaired as needed.
- Comply with the requirements of the attached Asphalt Roofing Shingles System General Requirements
- A 1 ½" x 1 ½", 26 gauge prefinished galvanized steel drip edge shall be installed around the perimeter of the roof. (matching building trim)
- All decking shall be covered with a new 15# felt before shingle replacement.
- Replace with a 25 year three tab Elk shingle: Style Weathered gray installed per manufactures installation instructions.
- All shingles and appurtenances shall be hand nailed.
- Contractor will be required to provide a 5 year warranty on labor and materials.
- Manufacturer will be required to provide a 5 year warranty on materials to be free of defects.
- Proof of Workman's Comp Certificate
- Proof of \$500,000 General Liability
- Affidavit/Lien Wavier stating labor, supplies, etc. have been paid.

SECTION 07300
ASPHALT ROOFING SHINGLE SYSTEM

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Asphalt Roofing Shingles and related flashings.

1.02 RELATED SECTIONS

- A. Related Work:
 - Section 01100 - General Requirements
 - Section 07600 - Sheet Metal and Miscellaneous Accessories

1.03 REFERENCES

- A. American Society for Testing and Materials (ASTM):
 - 1. D 41-85 Asphalt Primer Used in Roofing and Waterproofing
 - 2. D 312-89 Asphalt Used in Roofing
 - 3. D 1863-86 Mineral Aggregate Used on Shingle Roof System
 - 4. D 4586-86 Asphalt Roof Cement, Asbestos Free
- B. ASCE – American Society of Civil Engineers: Minimum Design Codes for Buildings and Other Structures, ASCE 7-02
- C. Federal Specifications (FS): FF-S-325 Shield, Expansion; Nail, Expansion; and Nail, Drive Screw (Devices, Anchoring, Masonry)
- D. National Roofing Contractor's Association (NRCA): Roofing and Waterproofing Manual, Fifth Edition, 2001
- E. National Roofing Contractor's Association (NRCA): Technical Developments
- F. Sheet Metal & Air Conditioning Contractors National Association (SMACNA) 2003

1.04 QUALITY ASSURANCE

- A. Applicator:
 - 1. Approved by manufacturer of accepted roof system.
 - 2. Single applicator with minimum of five years previous successful experience in installations of similar systems.
- B. Regulatory Requirements:
 - 1. System shall be classified by Underwriters Laboratories Inc., UL 790, as class A roof covering.
 - 2. Follow local, state, and federal requirements, safety standards, and codes.
 - 3. Refer to applicable building codes for roofing system installation requirements and limitations. When conflict exists, the more restrictive document will govern.

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C. Pre-installation Conference:

1. Prior to roofing installation, conduct pre-installation conference at project site.
2. Attendance: Owner, Contractor, project superintendent, roof applicator.
3. Agenda:
 - a) Scheduling of roofing operation.
 - b) Daily production anticipated.
 - c) Designation of key individuals and their respective responsibilities.
 - d) Processing procedures of field and change orders.
 - e) Review of staging and material storage locations.
 - f) Accommodations for temporary services (water, power).
 - g) Coordination of work by other trades.
 - h) Protection of completed roofing.
 - i) Emergency rain protection procedures.
 - j) Discussion of process for manufacturer's inspection and acceptance of completed roofing and flashings.

D. Installation:

1. Installation shall be in accordance with manufacturer's current published application procedures. Follow Underwriters Laboratories' requirements acceptable for use with specified products or systems.
2. Roofing shall be as described in this section and shall be provided and approved by roof system manufacturer. Materials not manufactured or provided by manufacturer shall have written approval from manufacturer stating that materials are acceptable and are compatible with other materials and systems required.

E. There shall be no deviations made from manufacturer's published specification, this specification, or approved shop drawings without prior written approval of Owner's Representative and Roof Membrane Manufacturer.

F. Perform work on this section in accordance with best standards of practice relating to trades involved.

G. Laboratory Testing and Samples:

1. If requested by owner, obtain 3 field samples of completed roof membrane and assembly. Take samples at locations designated by Owner's Representative, Architectural Observer, and test for compliance with requirements on Contract Documents and with manufacturer's published performance criteria. Test shall be performed by nationally recognized testing laboratory in accordance with accepted ASTM methods. Contractor shall assume costs for extraction and patch of samples. Owner will assume costs for testing of field sample.
2. Correct deficiencies in accordance with manufacture's recommended procedures at no cost to Owner.
3. If, for any reason, areas that are tested by Owner fail to meet manufacturer's requirements, then subsequent expense for retesting of those areas will be borne by Contractor.

1 1.05 DELIVERY, STORAGE, AND HANDLING

- 2
- 3 A. Deliver materials in manufacturer's original, unopened containers or packages with labels
- 4 intact and legible. Any materials delivered to the site must be covered for weather
- 5 protection. Any materials arriving at the job site unprotected will be rejected. All materials
- 6 must be tarped and on pallets.
- 7
- 8 B. Store materials in accordance with manufacturer's recommendations.
- 9
- 10 C. Store rolled goods on clean, raised platforms. Store other materials in dry area, protected
- 11 from water and direct sunlight.
- 12
- 13 D. Provide continuous protection of materials against deterioration for duration of project.
- 14
- 15 E. Materials Stored on Roof Levels for Immediate Use:
- 16 1. Distribute to prevent concentrated loads that would impose excessive strain on deck
- 17 or structural members.
- 18 2. Positively secure to prevent displacement by wind.
- 19 3. Tarp for protection from exposure.
- 20

21 1.06 SITE CONDITIONS

- 22
- 23 A. Job Condition Requirements:
- 24 1. Coordinate the work of the contractor with the work to be performed by the Owner's
- 25 personnel, to ensure proper sequencing of the entire work. The Owner's personnel
- 26 will be erecting interior protection for equipment, if required. The contractor is to
- 27 schedule his work so that adequate time is allowed for the Owner's personnel to
- 28 perform this work. No roof work shall be performed until the Owner's personnel have
- 29 completed erection of the interior protection in that area.
- 30 2. Apply roofing in dry weather.
- 31 3. Do not apply roofing when ambient temperature is below 40° F (4° C).
- 32 4. Proceed with roofing work only when weather conditions are in compliance with
- 33 manufacturer's recommended limitations, and when conditions will permit the work to
- 34 proceed in accordance with specifications.
- 35 5. For further information regarding roofing material manufacturer's recommendations
- 36 for project conditions, refer to the manufacturer's published application manual.
- 37 6. Schedule the work so the building will be left watertight at the end of each day. Do not
- 38 remove more roofing or insulation material than can be reinstalled in any working day.
- 39 7. All surfaces to receive new roofing shall be smooth, dry, and free from dirt, debris, and
- 40 foreign material before any of this work is installed. Competent operators shall be in
- 41 attendance at all times equipment is in use. Materials shall be stored neatly in areas
- 42 designated by the Owner. Load placed on the roof at any point shall not exceed the
- 43 safe load for which the roof is designed.
- 44 8. The contractor shall take all necessary precautions to protect the roof mat and deck
- 45 from damage. The contractor shall be responsible for repairing all new areas of
- 46 damage caused by the negligence of the contractor, at the contractor's expense. The
- 47 Owner's on-site representative shall determine damage caused by contractor
- 48 negligence.

- 1 9. The contractor shall follow local, state, and federal regulations, safety standards, and
- 2 codes for the removal, handling, and disposal of asbestos containing materials, if
- 3 present. When a conflict exists, use the stricter document.
- 4 10. Follow insurance underwriter's requirements acceptable for use with specified
- 5 products or systems.
- 6 11. Due caution should be exercised so as not to alter the structural integrity of the deck.
- 7 When cutting through any deck, care should be taken so as not to damage the deck or
- 8 any part of the deck, such as post tension cables, etc.
- 9 12. The contractor is to verify the location of all interior ducts, electrical lines, piping,
- 10 conduit, and/or similar obstructions. The contractor is to perform all work in such a
- 11 manner as to avoid contact with the above mentioned items.
- 12 13. Surface and air temperatures should be a minimum 45° F during applications of
- 13 cleaner and waterproof coating and remain above 45° F for a minimum of four (4)
- 14 hours following applications. Verify compatibility of cleaner with coatings, paints,
- 15 primers and joint sealers specified. Advise Owner's representative of any problems in
- 16 this regard prior to commencing cleaning operations.
- 17 14. Temporary Sanitary Facilities: The contractor shall furnish and maintain temporary
- 18 sanitary facilities for employees' use during this project. These will be removed after
- 19 the completion of the project. All portable facilities shall comply with local laws,
- 20 codes, and regulations.
- 21
- 22 B. Protection of Work and Property:
- 23 1. Work: The contractor shall maintain adequate protection of all his work from damage
- 24 and shall protect the Owner's and adjacent property from injury or loss arising from this
- 25 contract. He shall provide and maintain at all times any OSHA required danger signs,
- 26 guards, and/or obstructions necessary to protect the public and his workmen from any
- 27 dangers inherent with or created by the work in progress. All federal, state, and city
- 28 rules and requirements pertaining to safety and all EPA standards, OSHA standards,
- 29 NESHAP regulations pertaining to asbestos as required shall be fulfilled by the
- 30 contractor as part of his proposal.
- 31 2. Property: Protect existing planting and landscaping as necessary or required to
- 32 provide and maintain clearance and access to the work of this contract. Examples of
- 33 two categories or degrees of protection are generally as follows: a) removal,
- 34 protection, preservation, or replacement and replanting of plant materials; b)
- 35 protection of plant materials in place, and replacement of any damage resulting from
- 36 the contractor's operations.
- 37 3. Twenty-four Hour Call: The contractor shall have personnel on call 24 hours per day,
- 38 seven (7) days per week for emergencies during the course of a job. The Owner's
- 39 project manager is to have the 24 hour numbers for the contact. Contractor must be
- 40 able to respond to any emergency call and have personnel on-site within two (2) hours
- 41 after contact. Numbers available to the Owner's project manager are to be both home
- 42 and office numbers for:
- 43 a) Job Foreman
- 44 b) Job Superintendent
- 45 c) Owner or Company Officer
- 46

- 1 C. Damage to Work of Others: The contractor shall repair, refinish, and make good any
2 damage to the building or landscaping resulting from any of his operation. This shall
3 include, but is not limited to, any damage to plaster, tile work, wall covering, paint, ceilings,
4 floors, or any other finished work. Damage done to the building, equipment, or grounds
5 must be repaired at the successful contractor's expense holding the Owner harmless from
6 any other claims for property damage and/or personal injury.
7
- 8 D. Measurements: It will be the contractor's responsibility to obtain and/or verify any necessary
9 dimensions by visiting the job site, and the contractor shall be responsible for the
10 correctness of same. Any drawings supplied are for reference only.
11
- 12 E. Use of Premises:
13 1. The contractor is advised that the Owner will occupy the building at all times, and the
14 contractor must provide all safeguards required to protect personnel and to keep noise
15 levels as low as reasonably possible for each operation.
16 2. The contractor shall:
17 a) Coordinate work in such a manner as to not interfere with the normal operation of
18 the building.
19 b) Assume full responsibility for protection and safekeeping of products stored on
20 premises.
21 c) Agree to hold the Owner harmless in any and all liability of every nature and
22 description which may be suffered through bodily injuries, including death of any
23 persons by reason of negligence of the contractor, agents, employees, or
24 subcontractors.
25
- 26 F. Cleaning and Disposal of Materials:
27 1. Contractor shall keep the job clean and free from all loose materials and foreign
28 matter. Contractor shall take necessary precautions to keep outside walls clean and
29 shall allow no roofing materials to remain on the outside walls.
30 2. All waste materials, rubbish, etc., shall be removed from the Owner's premises as
31 accumulated. Rubbish shall be carefully handled to reduce the spread of dust. A
32 suitable scrap chute or hoist must be used to lower any debris. At completion, all work
33 areas shall be left broom clean and all contractor's equipment and materials removed
34 from the site.
35 3. All bituminous or roofing related materials shall be removed from ladders, stairs,
36 railings, and similar parts of the building.
37 4. Debris shall be deposited at an approved disposal site.
38

39 1.07 SEQUENCING AND SCHEDULING

40

- 41 A. Coordinate roofing schedule with work of other trades.
42
- 43 B. Plan lay up roofing membrane with respect to deck slope. Avoid situations where
44 excessive drainage could pass into completed roofing.
45
- 46 C. Maintain communication with roofing manufacturer's representative to inform of progress
47 and to schedule periodic sample testing.
48
- 49 D. All penetrations shall be made in roof prior to beginning with roof installation.
50

- 1 1.08 WARRANTY
- 2
- 3 A. Roofing - Manufacturer: Project shall be installed in such a manner that the roofing
- 4 material manufacturer will furnish a written Five (5) year limited warranty from the date of
- 5 substantial completion of the completed project on materials to be free of defects.
- 6
- 7 B. Roofing - Contractor: The contractor, jointly with any subcontractors employed by him,
- 8 shall guarantee the work required and performed under this contract will be free from
- 9 defects in workmanship and materials, and that the building will be and remain waterproof
- 10 for a five (5) year warranty period, after the Owner accepts the work as substantially
- 11 complete. The warranty shall be in approved notarized written form, to obligate the
- 12 contractor and his subcontractors, if any, to make good the requirements of the warranty.
- 13
- 14 C. Warranty repairs shall be performed by a certified installer. The repairs shall be performed
- 15 in accordance with the manufacturer's written instructions and recommended procedures so
- 16 as to not void the warranty. Repair of the system, including materials and labor, shall be
- 17 done at no cost to the Owner.
- 18
- 19 D. During the proposal period each Bidder shall make arrangements with the material
- 20 manufacturer to provide the required warranty.
- 21
- 22

23 PART 2 - PRODUCTS

- 24
- 25 2.01 GENERAL
- 26
- 27 A. All materials shall be furnished, specified, or approved in writing by the manufacturer of the
- 28 shingle material.
- 29
- 30 2.02 GLASS FIBER BASED ASPHALT SHINGLES
- 31
- 32 A. Mineral granule surfaced type; U.L. Class A Fire rated; twenty (20) year asphalt 3-tab
- 33 self-sealing type; color selected by the Owner. All asphalt shingles shall be reinforced.
- 34 Glass fiber mats shall be composed of thin inorganic glass fibers. The fibers shall be
- 35 bonded together with plastic binders and resin. Shingles shall be surfaced with rock
- 36 granules colored by a ceramic-coating process. Asphalt shingle products shall meet or
- 37 exceed ASTM D 3462, ASTM E 108, ANSI/UL 790, ASTM D 3161, UL 997, UL 2218.
- 38
- 39 2.03 UNDERLAYMENT
- 40
- 41 A. Fifteen pound (15#) organic asphalt coated felt, non-perforated. Underlayment shall comply
- 42 with local building codes, maintain a Class A fire rating for a roof assembly, and meet the
- 43 requirements of the manufacturer for a material or system warranty.
- 44
- 45 2.04 SHINGLE NAILS
- 46
- 47 A. Shall be annular, coated, cold rolled steel finished with heavy zinc plating, one and one-half
- 48 inches (1-1/2") long with a square and serrated joint shank with five angular points and a
- 49 three-eighths inch (3/8") round head.
- 50

- 1 2.05 PLASTIC CEMENT
 2
 3 A. FS SS-C-153, asphaltic type with mineral fiber components.
 4
- 5 2.06 LAP CEMENT
 6
 7 A. Fibrated cutback asphaltic type as recommended for use as an adhesive in the cold
 8 application of asphalt roofing or underlayments; free of toxic solvents.
 9
- 10 2.07 VALLEY UNDERLAYMENT
 11
 12 A. Polymer-modified bitumen sheet membrane shall be used as underlayment in valleys.
 13 Bitumen used in this underlayment shall be an asphalt modified with polymers. Polymers
 14 used shall be atactic polypropylene (APP) and styrene butadiene styrene (SBS). Polymer-
 15 modified bitumen base sheets shall be reinforced with a glass fiber or polyester mat.
 16 Polymer-modified bitumen underlayment shall be 40 mils.
 17
- 18 2.08 ASPHALT ROOF CEMENTS
 19
 20 A. Roof cement shall be an air-blown asphalt, thinned, or "cutback", with a petroleum-based
 21 solvent to create a softened, workable mixture.
 22
 23 B. Flashing cement and lap cement to be used on vertical surfaces shall be of a trowelable
 24 consistency. Lap cement shall be used more specifically for bonding asphaltic materials
 25 together, and its consistency shall be characterized as either trowelable or brushable.
 26
 27 C. Roof cement shall meet or exceed ASTM D 2822 and ASTM D 4586 when used as a utility
 28 cement or flashing cement; shall meet or exceed ASTM D 3019 when used as a lap cement.
 29
- 30 2.09 FASTENERS
 31
 32 A. Roofing nails used to apply asphalt shingles to decks shall be round-headed, sharp-pointed,
 33 11- or 12-gauge (0.105 or 0.12 inch) galvanized steel or the equivalent corrosion-resistant
 34 roofing nails, per NRCA recommendation. Nail head sizes shall be 3/8 inch to 7/16 inch in
 35 diameter. Nail heads shall be low-profile, smooth and flat. Shanks shall be barbed or
 36 otherwise deformed for added pull-out resistance. Nails shall comply with ASTM F 1667,
 37 Type I, Style 20. Not all nails that comply with ASTM F 1667, Type I, Style 20 have the
 38 dimensions or shanks that NRCA recommends. Nails shall be long enough to penetrate
 39 through all layers of roofing materials and achieve secure anchorage into a roof deck.
 40
 41

1 PART 3 - EXECUTION

2
3 3.01 GENERAL

- 4
5 A. The contractor shall maintain adequate protection of all its work from damage and shall
6 protect the Owner's and adjacent property from injury or loss arising from this contract. The
7 contractor shall provide and maintain at all times and OSHA required danger signs, guards,
8 and/or obstructions necessary to protect the public, students and the contractor's workmen
9 from any damages inherent with or created by the work in progress. All federal, state, and
10 city rules and requirements pertaining to safety and all EPA standards, OSHA standards,
11 NESHAP regulations pertinent to asbestos as required shall be fulfilled by the contractor as
12 part of its bid.

13
14 3.02 SUBSTRATE PREPARATION

- 15
16 A. Tear-off: Remove all existing roofing material down to substrate, including metal flashing
17 and accessory materials.
18
19 B. Demolition shall be conducted in an orderly and careful manner. Do not disturb or damage
20 materials and components designated to remain. Repair any damage or excessive
21 demolition at no cost to the Owner.
22
23 C. Schedule demolition in such a manner as to not interfere or disrupt the daily activities of the
24 Owner.
25
26 D. Conduct demolition to minimize interference with adjacent building areas. Maintain
27 protected egress and access at all times.
28
29 E. All demolition materials, waste materials, rubbish, etc., shall be removed from site daily.
30 Rubbish shall be handled so as not to reduce the spread of dust.

31
32
33 3.04 UNDERLAYMENT

- 34
35 A. A single layer of underlayment shall be fastened to the deck before application of a roof
36 covering. All felts shall be applied horizontally (parallel to eaves) in shingle fashion and
37 lapped a minimum of two inches (2") over the preceding felt sheet. End laps shall be a
38 minimum of four inches (4"). Underlayment shall be fastened with nails or staples, as
39 necessary to hold the felts in place until the installation of a primary roof covering.
40
41 B. A single-layer of self-adhering polymer-modified bitumen sheet membrane shall be applied
42 over all roof valley conditions.

43
44 3.05 STARTER STRIP

- 45
46 A. Install nine inch (9") wide starter strip of mineral surface roofing with a three-eighths
47 inch (3/8") overhang at eaves for drip edge. Nail or staple the strip twelve inches (12") on
48 center along lower edge.
49

3.06 APPLICATION OF BEDDING CEMENT AND TEMPORARY SEALS

- A. Asphalt roof cements shall be used as a bedding cement for the purpose of sealing the base or flange of a metal accessory to a roof system and to provide a temporary seal around roof penetrations or at walls prior to installing flashing components

3.07 FASTENERS

- A. Roofing nails used to apply asphalt shingles to decks shall be long enough to penetrate through all layers of roofing materials and achieve secure anchorage into a roof deck. Nails shall extend through the underside of plywood or other acceptable wood panel decks and penetrate at least 3/4 inch into wood plank or board decks.
- B. The nailing of hips, ridges and some roof accessories may require the use of longer nails because fasteners must penetrate through more layers of roofing and/or material.
- C. Nails shall be driven straight, flush and snug to the surface of asphalt shingles.
- D. For full-width shingles, a minimum of four nails shall be used per shingle. On eaves and rakes, asphalt shingles shall be fastened with six nails and manually sealed with asphalt flashing cement, per NRCA recommendation. For individual shingles, a minimum of two nails shall be used per shingle.

3.08 SHINGLE APPLICATION

- A. Start first full shingle course with a full strip. Align bottom edge of underlay portion of shingle with the bottom edge of the starter strip, and left edge of the shingle flush with the drip edge. Hand-nail shingle with nails placed six and three-eighths inch (6-3/8") down from the top edge of the shingle. Nails shall be placed five-eighths inch (5/8") above the top of the "cutout" area and one inch (1") from the ends. The other two nails shall be placed approximately twelve inches (12") apart and the same distance from the end nails. Apply other shingles in first course in the same manner.
- B. The exposure of these shingles is five inches (5"). Because of the "cutout" height in the overlay pattern, horizontal alignment is attained through the use of alignment slits on the right and left side of the shingle. When laying shingles, the slits are aligned so that the horizontal slit coincides with the top of the underlying shingle.
- C. These shingles may be installed from the left or right side of the deck, utilizing random six inch (6") method. The first course shall begin with a full strip and continue across the roof with full shingles. Succeeding courses shall be staggered in a random six inch (6") method so that the end joints of a given course are offset a minimum of six inches (6") from the preceding or underlying course. The end joints of each course shall be a minimum of three inches (3") from the fasteners of the underlying shingles.
- D. Each course should be continued across the roof with full shingles after application of the appropriate sized starting shingle. A fastener line is provided on the face of these shingles and shall be used for proper placement of the fasteners. Placement of the fasteners along this line will ensure attachment through both the overlay and underlay panels of the shingle. The fastener is not a lay line and should not be used for shingle alignment.

- 1
2 E. In all courses, where the end of the first shingle does not coincide with the drip edge of a
3 rake, a nail should be placed within one and one-half inches (1-1/2") of the rake edge.
4 Another nail should be placed one inch (1") from the other end of the shingle. All nails in all
5 courses should be six and three-eighths inches (6-3/8") down from the top edge of the
6 shingle and all nails should penetrate both the overlay and underlay portions of the shingles.
7
- 8 3.09 HIP AND RIDGE
9
- 10 A. Projection parts of shingles at hips and ridges should be trimmed flush and capped with Hip
11 and Ridge shingles. To enhance the appearance of the roof, the shingles should be applied
12 in double thickness, one directly upon another. Expose the shingles not more than five
13 inches (5") to the weather, with all nails covered.
14
- 15 3.10 VALLEY CONSTRUCTION
16
- 17 A. A valley is created at the downslope intersection of two sloping roof planes. Where roofs of
18 two equal slopes join to form a valley, the slope of the valley is less than that of the two
19 adjacent fields of the roof.
20
- 21 B. Valley underlayment construction shall consist of an additional full-width 36 inch sheet of No.
22 15 polymer-modified bitumen underlayment membrane. This valley underlayment shall be
23 centered in the valley. Valley underlayment sheets shall be secured with only enough roofing
24 nails to hold them in place until the balance of valley materials are applied. The courses of
25 underlayment from the fields of two adjoining roof areas shall be extended so that each
26 course overlaps the valley underlayment by at least twelve inches (12"). The valley shall
27 then be lined with the balance of the valley flashing.
28

- 1 C. To prevent leakage, avoid placing fasteners near the center of a valley. Underlayment
2 fasteners shall be kept back from the center of the valley a minimum of eight inches (8").
3

4 3.11 CLOSED-CUT VALLEYS
5

- 6 A. In closed-cut valleys, shingles on one side of the valley shall be installed across the valley
7 and shingles from the other side shall be cut about two inches (2") off the center line of the
8 valley, and shall be sealed with asphalt roof cement.
9

10 3.12 VERTICAL SURFACES
11

- 12 A. Before flashings are applied, an asphalt-saturated felt underlayment shall be applied to the
13 roof deck around roof penetrations.
14

15 3.13 PERIMETER EDGE METAL FLASHING
16

- 17 A. Perimeter edge metal for the asphalt shingle roof system shall be fabricated from 26 gauge
18 (0.019 inch thick) prefinished galvanized steel.
19

20 3.14 PENETRATION FLASHING
21

- 22 A. Flashings around penetrations shall consist of a flat flange that extends around the
23 penetration; this shall be installed under shingles on the upslope side of a flange. Attached
24 and sealed to the flange shall be a cylinder, rectangular box or neoprene gasket that shall be
25 used to seal around the penetration.
26

- 27 B. The metal penetration flashing shall be fabricated from 26 gauge (0.019 inch thick) galvanized
28 steel or 4 pound (0.062 inch thick) lead.
29

30 3.15 APRON FLASHINGS
31

- 32 A. Apron flashings provide a weatherproofing transition material where a roof area intersects a
33 head wall. Common locations for apron flashings are the front downslope side of a dormer or
34 chimney, curbed roof penetrations and clerestory transitions.
35

- 36 B. Recommendation, metal apron flashings for asphalt shingle roof systems be fabricated from
37 26 gauge (0.019 inch thick) prefinished galvanized steel.
38

39 3.16 STEP FLASHINGS
40

- 41 A. When a roof area intersects a side wall, individual pieces of metal flashing shall be installed
42 at the end of each shingle course. This is referred to as step flashing.
43

- 44 B. Metal step flashing for asphalt shingle roof systems be fabricated from 26 gauge (0.019 inch
45 thick) galvanized steel.
46

- 47 C. Metal step flashing shall be seven inches (7") long by eight inches (8") wide for standard-
48 size shingles, so a two inch (2") minimum step flashing head lap shall be achieved and a
49 four inch (4") extension shall be obtained onto each underlying shingle with four inches (4")
50 up the vertical surface.

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- D. Special attention shall be paid to the first (i.e., bottom most) step flashing where an eave intersects a continuous vertical surface to ensure water is diverted to the outside of the wall covering.

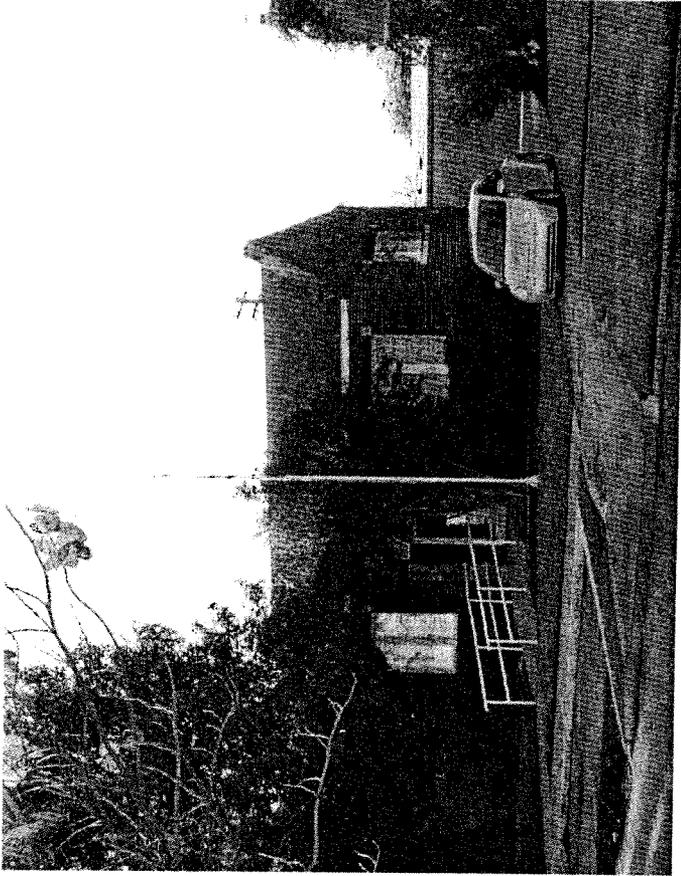
3.17 CRICKET OR BACKER FLASHINGS

- A. When a roof area intersects the upslope side of a curbed roof penetration, either a cricket or backer flashing shall be installed. A cricket diverts water around the penetration, and a backer flashing provides a weatherproofing transition material where the roof intersects the back of the penetration.
- B. Metal cricket and backer flashings for asphalt shingle roof systems shall be fabricated from 26 gauge (0.019 inch thick) galvanized steel, per NRCA recommendation.
- C. For metal crickets wider than eighteen inches (18"), wood framing shall be installed at the underside to support the metal cricket, per NRCA recommendation.
- D. Where a roof deck at the upslope side of a chimney or curbed roof penetration forms a cricket, it shall be treated in the same way as a dormer where similar valley and ridge detailing conditions occur, and asphalt shingles shall be used to cover the main surface area of the cricket.

3.18 COUNTERFLASHINGS

- A. Apron, step, cricket and backer flashings require counterflashing to cover and protect their top edges from water intrusion. A metal counterflashing mounted to the vertical wall shall be installed along the top edge of flashing metal.
- B. Metal counter flashings for asphalt shingle roof systems shall be fabricated from 26 gauge (0.019 inch thick) galvanized steel or 26 gauge (0.019 inch thick) prefinished galvanized steel.
- C. Where wall cladding counterflashings wall flashing metal (e.g., step flashing), the cladding material and underlayment shall extend past and cover the top edge of the flashing metal a minimum of two inches (2").

END OF SECTION 07300

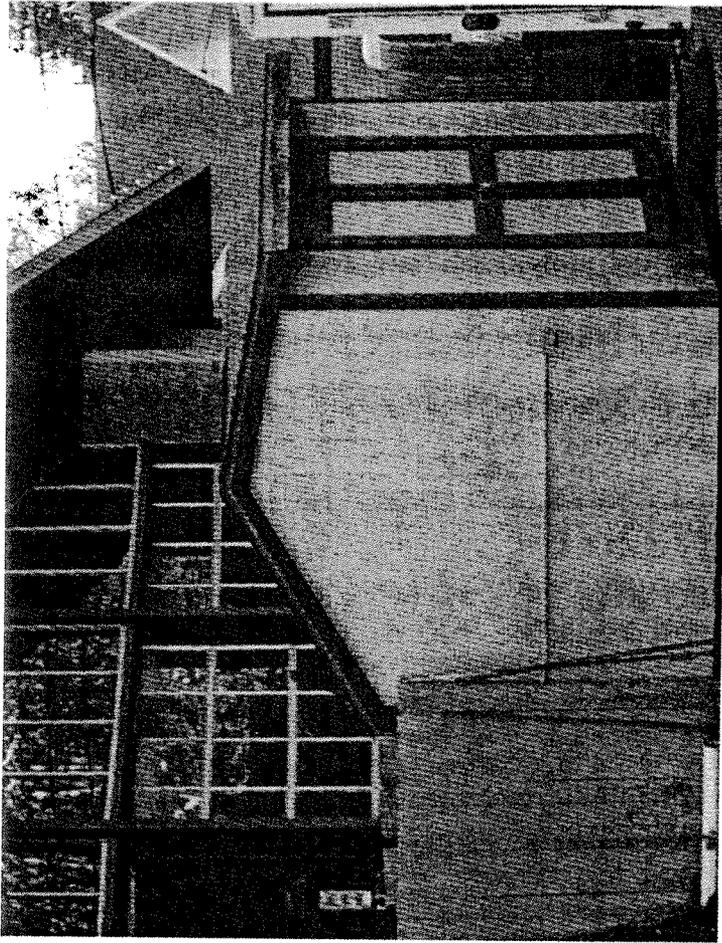


Yukon Chamber of Commerce
510 Elm Avenue

Chamber of Commerce Building
Only – Back lower flat roof NOT to
be replaced.

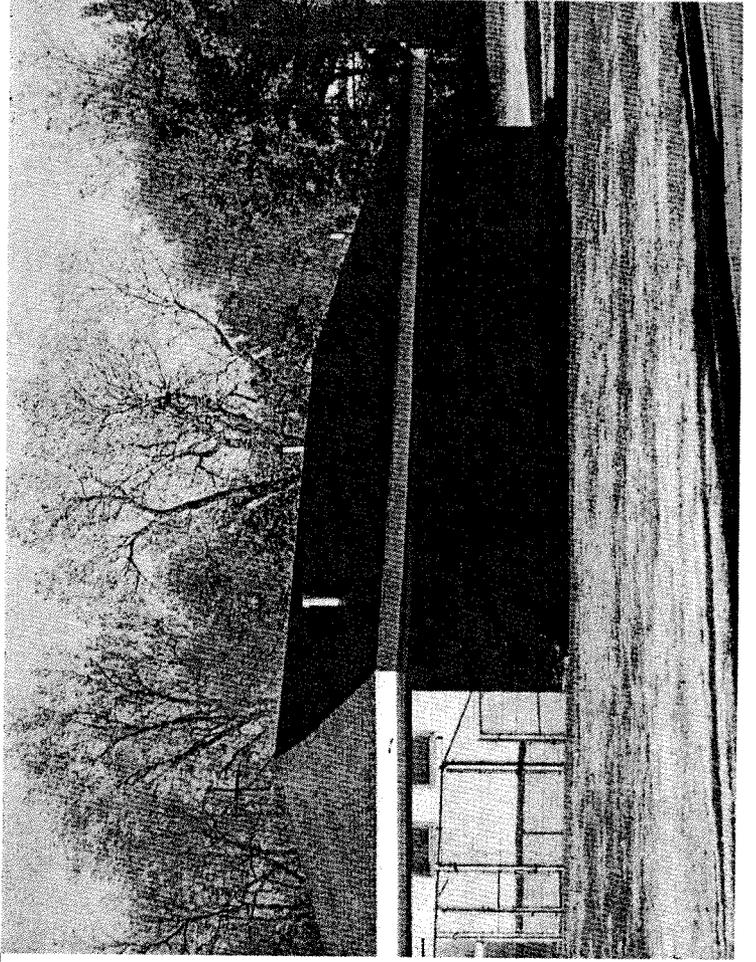
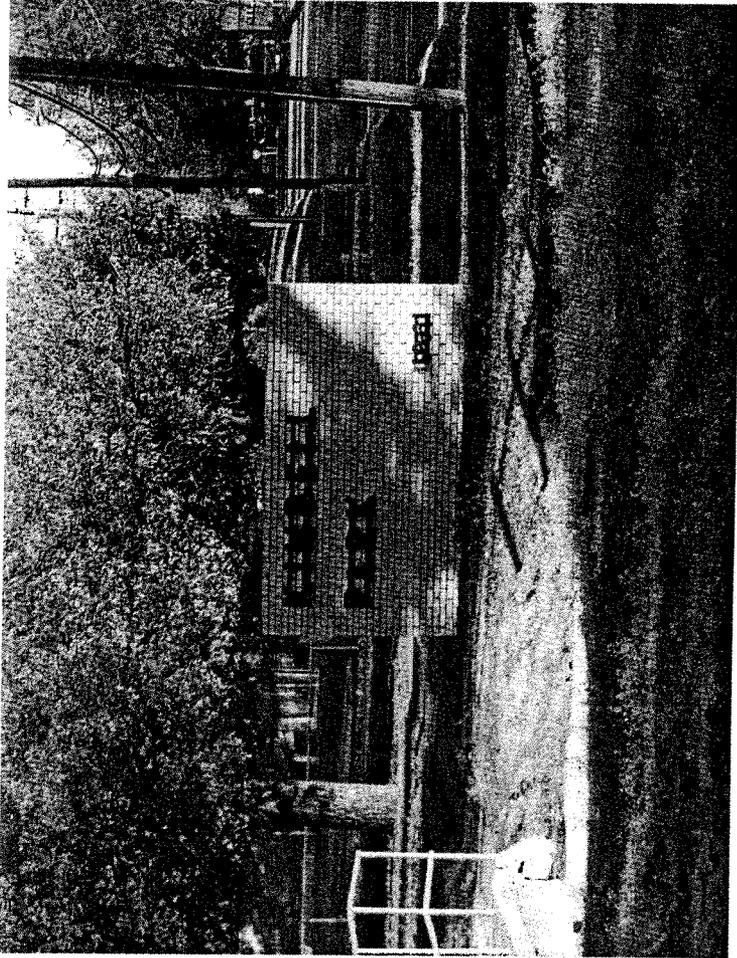
City of Yukon Fire Station # 1
302 S. 5th St

Fire Station and Storage Building
Roof.



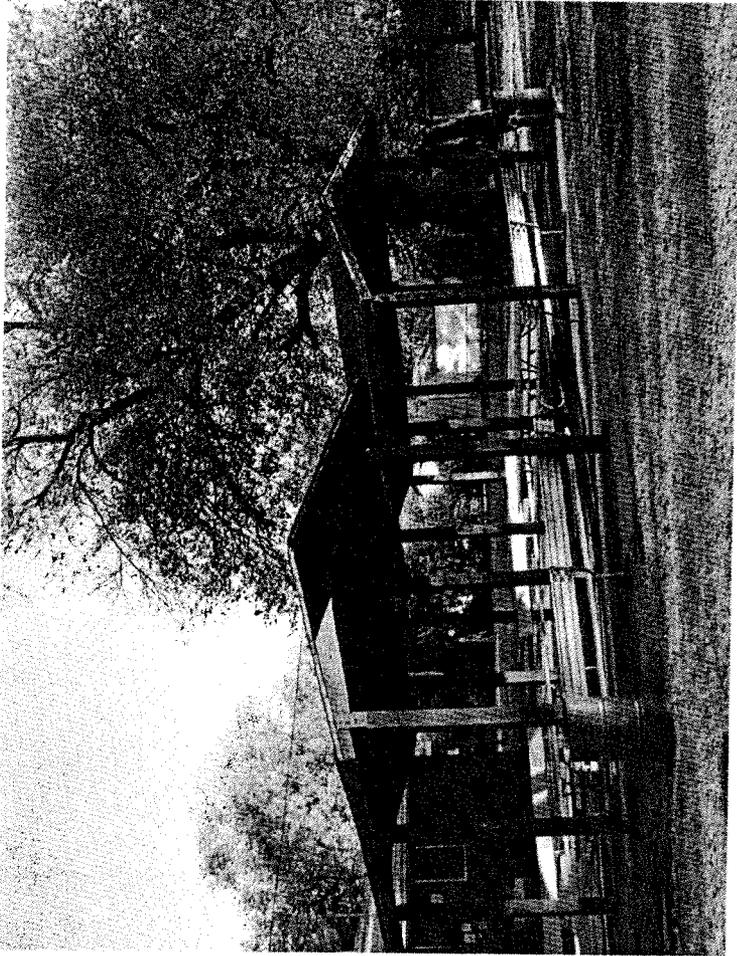
Kimbell Park
525 S 7th St

Bath house



Kimbell Park
525 S 7th St
cont'd

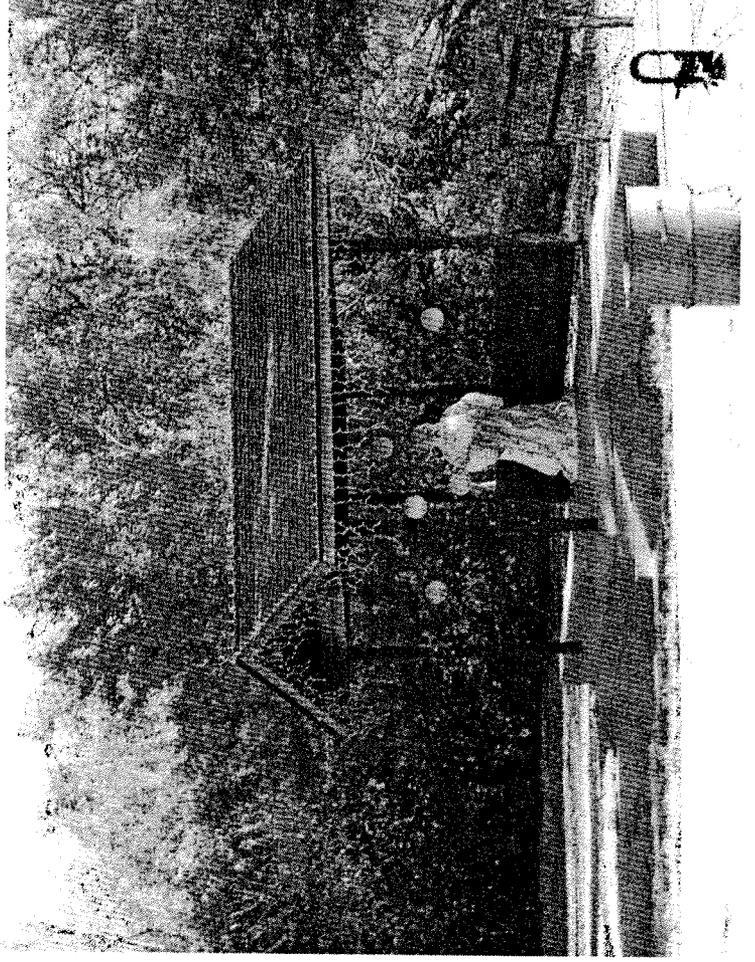
2 Picnic Shelters

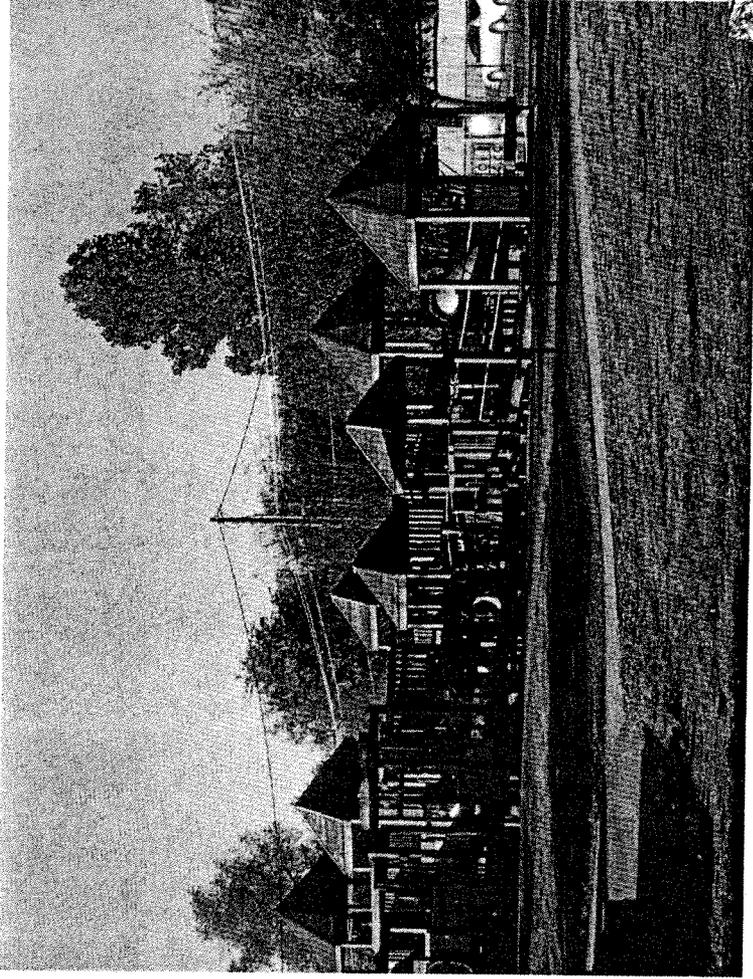




Freedom Trail Playground
2101 S Holly St

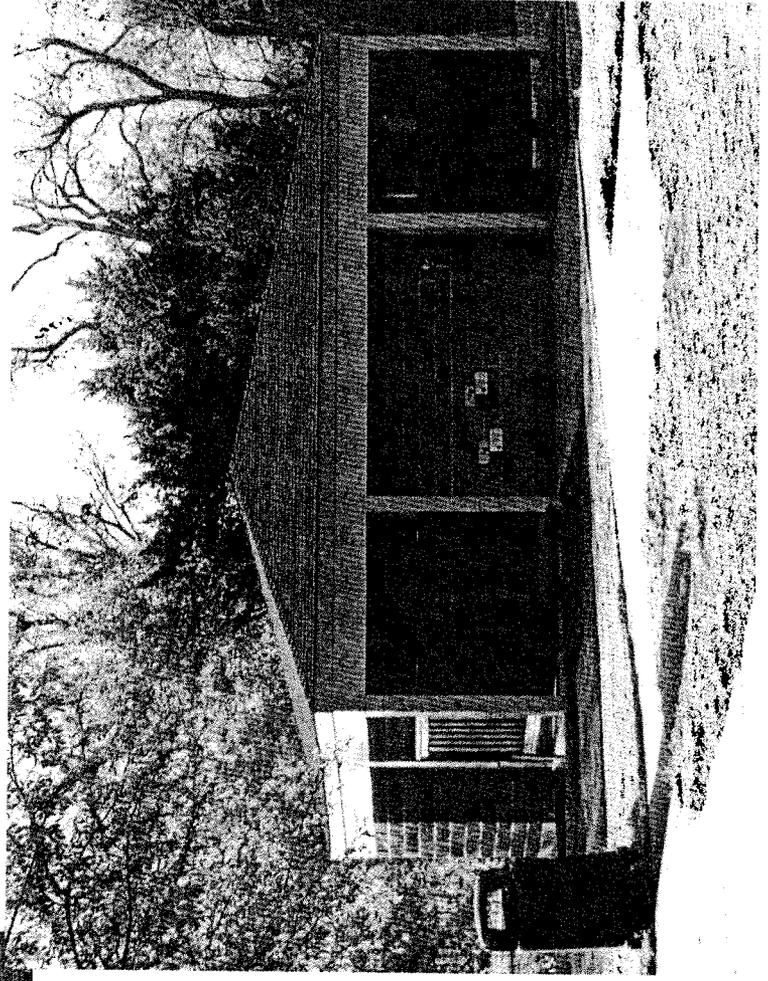
Restroom, Picnic Shelter & (3)
Playground roofs.



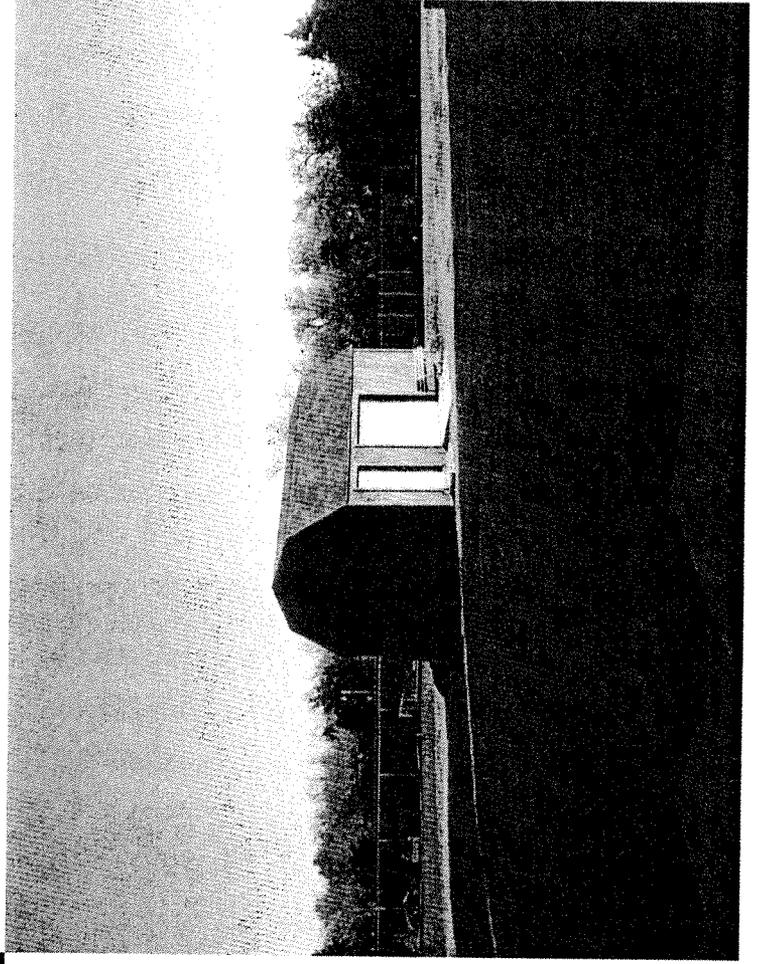
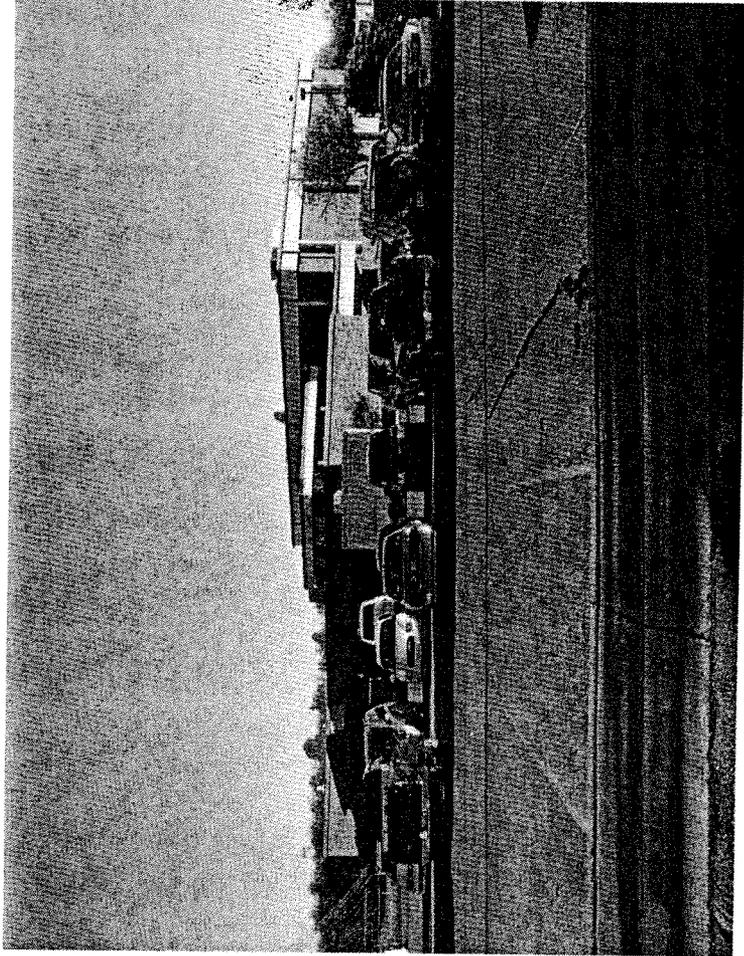


Freedom Trail Playground cont'd
2101 S Holly St

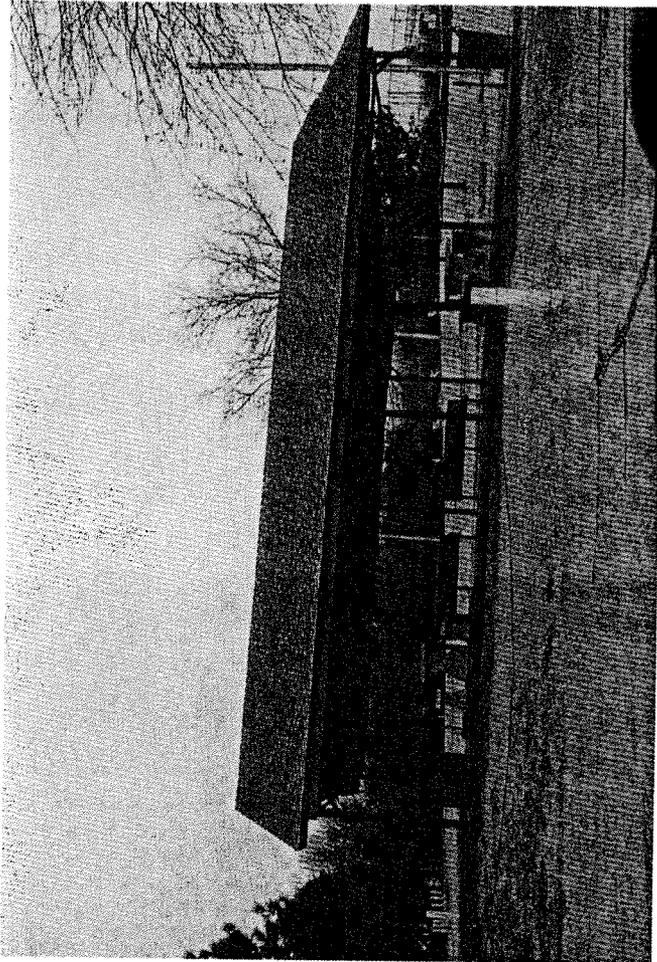
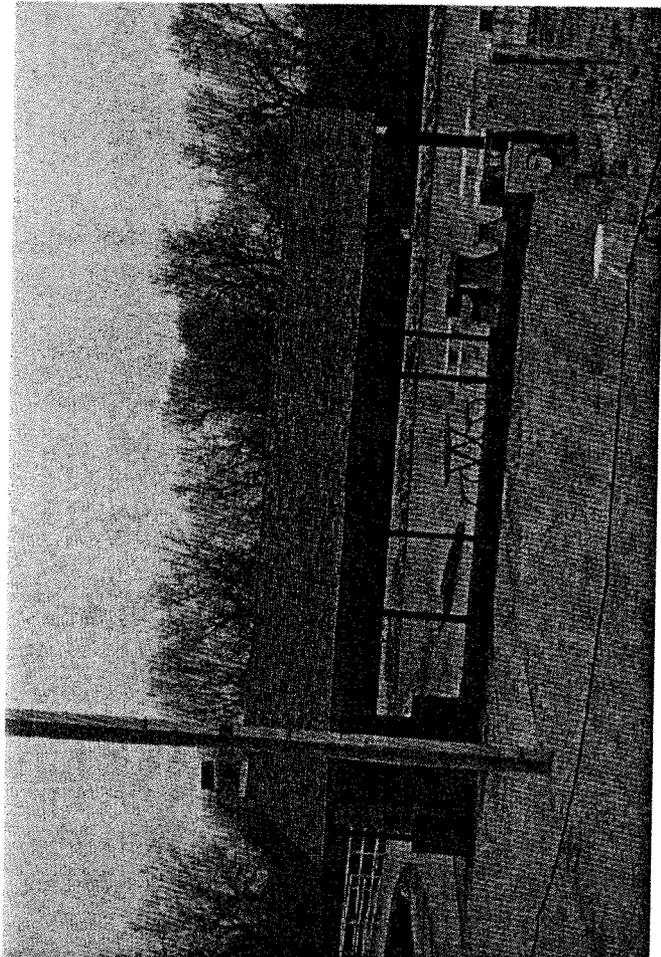
Restroom, Picnic Shelter & (3)
Playground roofs.



City of Yukon Community Center
2200 S Holly
Storage Building

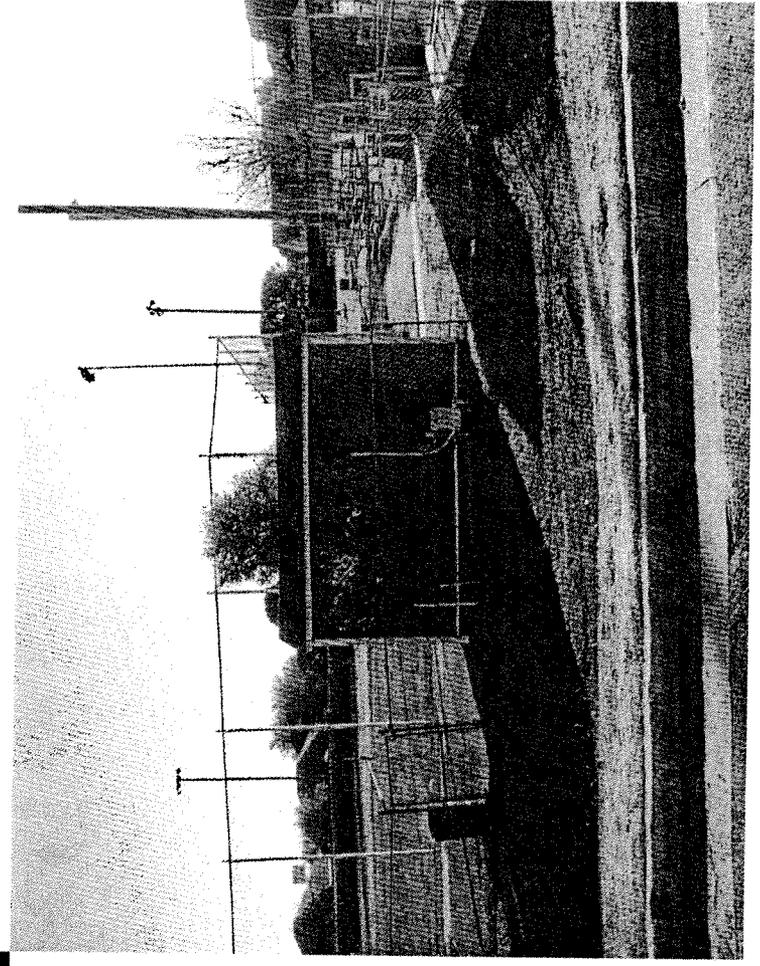
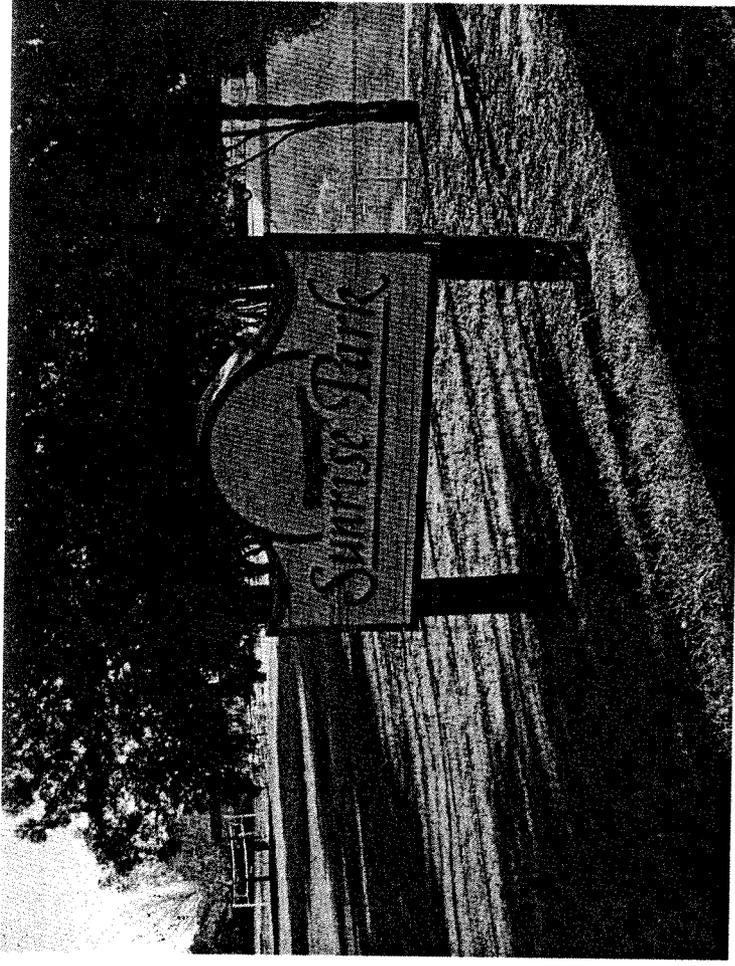


City of Yukon Community Center
2200 S Holly
(2) Picnic Shelters



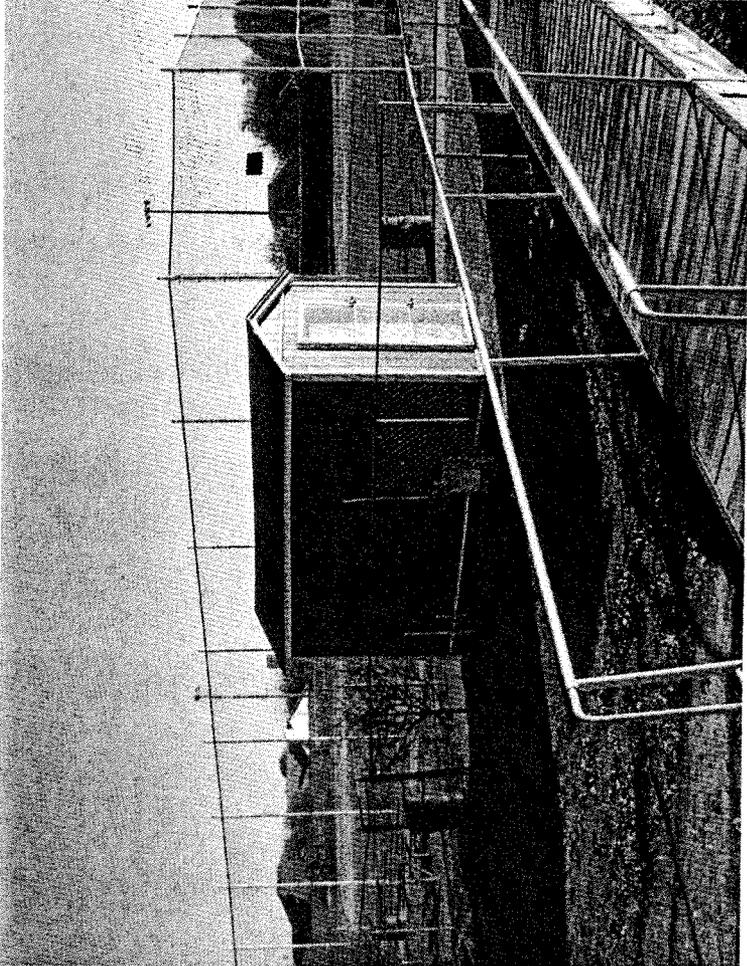
Sunrise Park
2808 N Mustang Rd

Concession Stand



Sunrise Park
2808 N Mustang Rd

Concession Stand



**STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION
PROJECT AGREEMENT**

**SH 4 ROADWAY IMPROVEMENTS FROM SH 66 N. APPROXIMATELY 7.0 MILES
TO SH 3 INCLUDING BRIDGE REPLACEMENTS OVER THE N. CANADIAN RIVER
& 2 OVERFLOWS**

**Federal-Aid Project Nos. STPY-009C(247), BRFY-009C(248) & SSP-009C(249)SS
State Job Piece No. 04757(04)(05) & 04758(04)**

This agreement, made the day and year last written below, by and among the City of Yukon, hereinafter referred to as Yukon, the City of Oklahoma City, hereinafter referred to as Oklahoma City, and the Department of Transportation of the State of Oklahoma, hereinafter referred to as the DEPARTMENT, for the following intents and purposes and subject to the following terms and conditions, to wit:

WITNESSETH:

WHEREAS, the DEPARTMENT is charged under the laws of the State of Oklahoma with the construction and maintenance of state highways and bridges; and

WHEREAS, the DEPARTMENT, as part of its responsibilities for the construction and maintenance of state highways and bridges, must cooperate with the local entities of Government to allow the location, construction and maintenance of mutual use facilities pursuant to Title 69 OS §304; and,

WHEREAS, the DEPARTMENT is proposing to make certain improvements to include the modification of SH 4 from SH 66 N. approximately 7.0 miles to SH 3 in the Cities of Yukon & Oklahoma City; and,

WHEREAS, the Yukon and Oklahoma City are each agreeable to certain severable financial participation as further described in this agreement; and

WHEREAS, Yukon and Oklahoma are municipal corporations created by city charters and existing pursuant to the constitution and laws of the State of Oklahoma; and

WHEREAS, the laws and constitution of the State of Oklahoma impose fiscal limitations on the cities and its ability to agree to financial obligations; and

WHEREAS, the Department, Yukon and Oklahoma City, hereinafter collectively referred to as the PARTIES, recognized those fiscal limitations and agree that the financial obligations assumed by each city by the terms of this Agreement are enforceable only to the extent as may be allowed by law or as may be determined by a court of competent jurisdiction; and

WHEREAS, it is understood that, by virtue of the Oklahoma Constitution Article 10 section 26, the payment of city funds by Yukon and by Oklahoma City in the future will be limited to appropriations and available revenues in the then-current city fiscal year, respectively.

NOW THEREFORE, subject to the limitations herein before described, the DEPARTMENT, Yukon, and Oklahoma City, in consideration of the mutual covenants and stipulations as set forth herein, do mutually promise and agree as follows:

SECTION 1: PROJECT AGREEMENT

1.1 The DEPARTMENT will request approval from the Transportation Commission for participation in the project that consists of the modification of SH 4 from SH 66 N. approximately 7.0 miles to SH 3 in the cities of Yukon & Oklahoma City. The modifications consist of a four-lane curb & gutter symmetrically about centerline with minor adjustments to avoid existing constraints from SH 66 N. approximately 0.4 miles. From 0.4 miles N. of SH 66 N. 0.6 to Wagner Road the four-lane curb & gutter will transition to the west side of the existing centerline. From Wagner Road N. approximately 6.0 miles to SH 3, a 2-lane open section with shoulders will be constructed on parallel alignment to the west of the existing centerline.

1.2 The DEPARTMENT will recommend approval of the project by the Federal Highway Administration.

1.3 Yukon and Oklahoma City shall each by resolution, duly authorize the execution of this agreement by proper officials and attach copies of such resolution to this agreement.

1.4 Yukon and Oklahoma City shall each comply with Title VI of the Civil Rights Act of 1964, 78 O.S. § 252.42, U.S.C. §2000d-et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21 - "Nondiscrimination in federally assisted Programs of the Department of Transportation-effectuation of Title VI of the Civil Rights Act 1964."

1.5 The DEPARTMENT, Yukon and Oklahoma City mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The DEPARTMENT and the CITIES hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or officers which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the

Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

SECTION 2: ENGINEERING RESPONSIBILITIES

2.1 Yukon and Oklahoma City shall either severally or jointly provide professional engineering services for the development of the Plans, Specifications and Estimates (PS&E).

2.1.1 The design and plans shall be subject to review and approval by the DEPARTMENT and Federal Highway Administration (FHWA) and shall conform to current State and AASHTO policies and standards, as modified by the DEPARTMENT.

2.2 To the extent permitted by law, all data prepared under this agreement shall be made available to the DEPARTMENT without restriction or limitation on their further use, with exception of any documents or information that would be considered attorney/client privileged.

2.3 The DEPARTMENT will conduct the environmental studies and prepare the National Environmental Protection Act documents as required.

2.4 The DEPARTMENT will forward the environmental documents to FHWA for approval.

SECTION 3: LAND ACQUISITION AND UTILITY RELOCATION

3.1 Yukon and Oklahoma City each warrant to the DEPARTMENT that, they have or will acquire all land, property, or rights-of-way in their respective jurisdictions needed for complete implementation of said project, free and clear of all obstructions and encumbrances and in full accordance with the DEPARTMENT'S guidelines for Right-of-Way Acquisition on Federal-Aid Projects, the Uniform Relocation Act, the National Environmental Protection Act and all other applicable local, state and federal regulations.

3.2 Yukon and Oklahoma City shall each remove, at its own respective expense, or cause the removal of, all encroachments on existing streets in their respective jurisdictions as shown on said plans, including all buildings, porches, fences, gasoline pumps and islands, and any other such private installations.

3.3 In exchange for the consideration provided from and through the Department, Yukon and Oklahoma City shall each convey title to the State of Oklahoma on all tracts of land acquired in the name of the respective city on the State or Federal Highway System in accordance with Oklahoma Administrative Code Title 730, Chapter 20, Section 730:20-1-2.

3.4 The DEPARTMENT agrees to oversee and cause to occur any and all utility relocations. The DEPARTMENT agrees to provide 80% (\$1,513,647.00) and Yukon and Oklahoma City agree that local funds shall be used to provide 20% (\$378,412.00) of a total estimated utility relocation cost of \$1,892,059.00. The local funds shall be subject to appropriation by each city, and the actual local funds paid by Yukon and by Oklahoma City shall be 20% of the actual utility relocation cost related to utilities in that city's jurisdiction.

SECTION 4: CONSTRUCTION FUNDING

4.1 The DEPARTMENT agrees to provide 100% of the total estimated construction costs of \$13,480,600.00.

SECTION 5: CONSTRUCTION RESPONSIBILITIES

5.1 Yukon and Oklahoma each severally agree to comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality (ODEQ) requirements for pollution prevention including discharges from storm water runoff during the planning and design of this project. It is also agreed that the storm water management plan for the project previously described in the document includes project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the site specific storm water pollution prevention plan and the appropriate location map contained in the utility relocation plans.

5.2 The roadway improvements and all devices specified herein shall not be altered, removed, or cease to be operative without mutual written consent of the DEPARTMENT and the city with jurisdiction over that portion of the roadway improvement.

5.3 Upon approval of this agreement and the plans, specifications, and estimates by the Federal Highway Administration, the DEPARTMENT will advertise and let the contract for this project in the usual and customary manner. It is agreed that the projects herein contemplated are proposed to be financed as previously described, and that this agreement, all plans, specifications, estimate of costs, acceptance of work, payments, and procedure in general hereunder are subject in all things at all times to all Federal laws, regulations, orders, approvals as may be applicable hereto.

5.4 The DEPARTMENT will supervise and inspect all work performed by the construction contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the project is accomplished in accordance with the approved PS&E.

5.5 Upon completion of the project, the new roadway will be maintained by the appropriate jurisdiction in accordance with the Oklahoma Transportation Commission Policy.

SECTION 6: TERMINATION

6.1 This agreement may be terminated by any of the following conditions:

6.1.1 By mutual agreement and consent, in writing of both parties.

6.1.2 By the DEPARTMENT by written notice to Yukon and Oklahoma City as a consequence of failure by either city to perform the services set forth herein in a satisfactory manner.

6.1.3 By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

6.1.4 By the DEPARTMENT for reasons of its own and not subject to the mutual consent of Yukon or Oklahoma City upon five (5) days written notice to both Yukon and Oklahoma City.

6.1.5 By satisfactory completion of all services and obligations described herein.

6.2 The termination of this agreement shall extinguish all rights, duties, obligations and liabilities of the DEPARTMENT, Yukon and Oklahoma City under this agreement. If the potential termination of this agreement is due to the failure of either the DEPARTMENT, Yukon or Oklahoma City to fulfill their obligation as set forth herein, the non-breaching party will notify the party alleged to be in breach that possible breach of agreement has occurred. The party alleged to be in breach should make a good faith effort to remedy that breach as outlined by non-breaching party within a period mutually agreed by each party.

SECTION 7: NOTICES

7.1 All notices, demands, requests, or other communications which may be or are required to be given, served or sent by either party to the other pursuant to the agreement shall be in writing and shall be deemed to have been properly given or sent:

7.1.1 If intended for the DEPARTMENT, by mailing first class mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid addressed to the DEPARTMENT at:

Division 4 Engineer
Attn: DIVISION ENGINEER PAUL GREEN, PE
PO Box 471
Perry, OK 73077

7.1.2 If intended for the Yukon and Oklahoma City, respectively, by mailing by first class mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid, addressed to:

Mayor
Attn: MAYOR MICK CORNETT
200 N. Walker, 3rd Floor
Oklahoma City, OK 73102

And Mr. Dennis Clowers
Attn: City Engineer
420 West Main Street, 7th Floor
Oklahoma City, Oklahoma 73102

Mayor
Attn: MAYOR BOB BRADWAY
500 W. Main Street
Yukon, OK 73099

SECTION 8: DISPUTE RESOLUTION

8.1 The parties hereto have entered into this contract in the State of Oklahoma and the laws of the State of Oklahoma shall apply. The parties agree to bargain in good faith in direct negotiation to achieve resolutions of any dispute and, if such efforts are unsuccessful, to retain a neutral mediation service to mediate the dispute prior to filing court action. Mediation shall be conducted in the Oklahoma City area and the costs of such mediation shall be borne equally by the parties. If mediation is not successful, venue for any action brought to enforce the terms of this contract shall be Oklahoma County, State of Oklahoma. Each party shall bear any costs and attorney fees incurred by that party in such litigation.

SECTION 9: GOVERNING LAW AND VENUE

9.1 Any claims, disputes or litigation relating to the solicitation, execution, interpretation, performance, or enforcement of this Contract shall be governed by the laws of the State of Oklahoma and the applicable rules, regulations, policies, and procedures of the Oklahoma Transportation Commission. Venue for any action, claim, dispute or litigation, mediation or arbitration shall be in Oklahoma County, Oklahoma

SECTION 10: PRIOR UNDERSTANDING

10.1 This agreement incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants, or conditions, and constitutes the full and complete understanding and contractual relationship of the parties.

SECTION 11: AMENDMENTS OR MODIFICATION OF AGREEMENT

11.1 No changes, revisions, amendments or alterations in the manner, scope, or type of work or compensation to be paid by DEPARTMENT shall be effective unless reduced to writing and executed by the parties with same formalities as are observed in the execution of this agreement.

SECTION 12. RECORDS:

12.1 The Yukon and Oklahoma City are to each to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at its respective offices at all reasonable times, during the agreement period and for three (3) years from the date of final payment under the agreement, for inspection by the DEPARTMENT and the State Auditor and Inspector, and copies thereof shall be furnished to the DEPARTMENT if requested.

SECTION 13. HEADINGS:

13.1 Article headings used in this agreement are inserted for convenience of reference only and shall not be deemed a part of this agreement for any purpose.

SECTION 14. BINDING EFFECTS:

14.1 This agreement shall be binding upon and inure to the benefit of the DEPARTMENT, Yukon and Oklahoma City, severally, and shall be binding upon their successors and assigns, respectively, subject to the limitations of Oklahoma law.

SECTION 15. SEVERABILITY:

15.1 If any provision, clause, or paragraph of this agreement or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses, or paragraphs of this agreement which are not affected by the determination. The provisions, clauses, or paragraphs of this agreement and any documents incorporated by reference are declared severable.

SECTION 16. EFFECTIVE DATE:

16.1 This agreement shall become effective on the date of execution by the DEPARTMENTS Director or his designee as the last party to execute this agreement.

IN WITNESS WHEREOF, the Director of the Department of Transportation or his designee, pursuant to authority vested in him by the Transportation Commission, has hereunto subscribed his name as Director of the Department of Transportation, and Yukon and Oklahoma City have each severally executed same pursuant to authority prescribed by law.

The City of Yukon on this ____ day of _____, 20____.

REVIEWED FOR FORM
AND LEGALITY

CITY OF YUKON

Assistant City Attorney

Mayor

ATTEST: (Seal)

City Clerk

The City of Oklahoma City on this ____ day of _____, 20____.

REVIEWED FOR FORM
AND LEGALITY

CITY OF OKLAHOMA CITY

Assistant City Attorney

Mayor

ATTEST: (Seal)

City Clerk

*REVIEWED AND APPROVED AS TO
FORM AND LEGALITY:*

RECOMMENDED:

ODOT General Counsel
Date

ODOT Division Engineer Date

APPROVED BY:

STATE OF OKLAHOMA DEPARTMENT
OF TRANSPORTATION

Director Date

STATUTORY AFFIDAVIT

STATE OF OKLAHOMA)
) SS:
COUNTY OF _____)

AFFIDAVIT

_____ of lawful age, and having been first duly sworn, on oath states:

1. That he or she is the agent authorized by the CITY of YUKON to submit the attached agreement to the State of Oklahoma.
2. That the CITY of YUKON has not paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this agreement.
3. That no person who has been involved in any manner in the development of this agreement while employed by the State of Oklahoma shall be employed to fulfill any of the services provided for under this agreement.
4. That, to the best of his or her knowledge and belief, the CITY of YUKON has not previously entered into an agreement with the DEPARTMENT or any other agency of the State of Oklahoma which would result in a substantial duplication of the services required by the agreement.

FURTHER AFFIANT SAYETH NOT,

Signature

ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public, in and for the State of _____, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument as the maker thereof, whether as an individual, a member of said co-partnership, or authorized agent, or officer of said Corporation, and acknowledged to me that he or she executed the same as his or her free and voluntary act and deed for the purposes and reconsideration therein expressed, and in the capacity therein set forth.

Witness my hand and seal of office this _____ day of _____, 20____.

Notary Public

Commission Number _____ My Commission Expires: _____

STATUTORY AFFIDAVIT

STATE OF OKLAHOMA)
) SS:
COUNTY OF _____)

AFFIDAVIT

_____ of lawful age, and having been first duly sworn, on oath states:

- 5. That he or she is the agent authorized by the CITY of OKLAHOMA CITY to submit the attached agreement to the State of Oklahoma.
- 6. That the CITY of OKLAHOMA CITY has not paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this agreement.
- 7. That no person who has been involved in any manner in the development of this agreement while employed by the State of Oklahoma shall be employed to fulfill any of the services provided for under this agreement.
- 8. That, to the best of his or her knowledge and belief, the CITY of OKLAHOMA CITY has not previously entered into an agreement with the DEPARTMENT or any other agency of the State of Oklahoma which would result in a substantial duplication of the services required by the agreement.

FURTHER AFFIANT SAYETH NOT,

Signature

ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public, in and for the State of _____, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument as the maker thereof, whether as an individual, a member of said co-partnership, or authorized agent, or officer of said Corporation, and acknowledged to me that he or she executed the same as his or her free and voluntary act and deed for the purposes and reconsideration therein expressed, and in the capacity therein set forth.

Witness my hand and seal of office this _____ day of _____, 20__.

Notary Public

Commission Number _____ My Commission Expires: _____



City of Yukon

P. O. Box 850500, Yukon, Ok 73085

COST FOR ABATEMENT OF PROPERTY

Costs for cleaning property of trash, or cutting or mowing the weeds or grass

Abatement Address: 220 Tanglewood Dr

Legal Description: Lot 5, Block 11, Ranchwood Hills 3rd Addition

Owner: Gene E McMurtrey
220 Tanglewood Dr.
Yukon, OK 73099

Mortgage Holder:

Community Development Administrative Cost:			
Scarlett Ouren 2 hours at \$25.71 per hour	51.42		
Postage	0.88		
		Community Development Total	52.30

Public Works Abatement Cost:			
Property abated - see next page for cost breakdown			
		Public Works Total	849.26

City Clerk Administrative Cost:			
Cheryl Dunn 1 hour at \$26.44 per hour	26.44		
County filing fee	13.00		
Postage	4.34		
		City Clerk Total	43.78

		Total Cost of Abating Property	\$945.34
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CITY OF YUKON PUBLIC WORKS

904 Industrial Yukon, OK 73099 or PO Box850500 Yukon, OK 73085

405-350-8940

405-350-8942

405-350-8941

405-350-8944 fax



ABATEMENT 220 Tanglewood

November 15, 2010

MANPOWER	(quant.)	RATE	HRS	TOTAL
3007		\$27.31	4.00	\$109.24
1911		24.18	2.00	48.36
Inmates	7	0.16	4.00	4.48
TOTAL			10.00	\$162.08
EQUIPMENT	(quant.)	RATE	HRS	TOTAL
Utility Trailer		\$20.00	4.00	\$80.00
Bus		0.545	4.00	2.18
Dump Truck		50.00	2.00	100.00
Weedeaters	7	10.00	4.00	280.00
Pushmower		25.00	4.00	100.00
Blower		10.00	2.00	20.00
Rakes	3	5.00	2.00	30.00
TOTAL			22.00	\$612.18
MATERIALS / SUPPLIES				TOTAL
Dump ticket #22659				\$75.00
TOTAL				\$75.00

GRAND TOTAL FOR PUBLIC WORKS

\$849.26



City of Yukon

P. O. Box 850500, Yukon, Ok 73085

COST FOR ABATEMENT OF PROPERTY

Costs for cleaning property of trash, or cutting or mowing the weeds or grass

Abatement Address:

401 Annawood

Legal Description:

Lot 10, Block 22, Ranchwood Hills Addition Section 5

Owner:

Country Wide Home Loan Services
Attn: Correspondence Dept.
PO Box 5170
Simi Valley, CA 93062

Mortgage Holder:**Community Development Administrative Cost:**

Scarlett Ouren 2 hours at \$25.71 per hour	0.00	
Postage	0.00	
Community Development Total		0.00

Public Works Abatement Cost:

Property abated - see next page for cost breakdown

Public Works Total 327.95

City Clerk Administrative Cost:

Cheryl Dunn 1 hour at \$26.44 per hour	26.44	
County filing fee	13.00	
Postage	4.34	
City Clerk Total		43.78

Total Cost of Abating Property \$371.73

CITY OF YUKON PUBLIC WORKS

904 Industrial Yukon, OK 73099 or PO Box850500 Yukon, OK 73085

405-350-8940

405-350-8942

405-350-8941

405-350-8944 fax



ABATEMENT 401 Annawood

November 15, 2010

MANPOWER	(quant.)	RATE		HRS		TOTAL
3007		\$27.31		2.00		\$54.62
Inmates	7	0.16		2.00		2.24
TOTAL				4.00		\$56.86
EQUIPMENT	(quant.)	RATE		HRS		TOTAL
Utility Trailer		\$20.00		2.00		\$40.00
Bus		0.545		2.00		1.09
Weedeaters	7	10.00		2.00		140.00
Pushmowers	1	20.00		2.00		40.00
Rakes	3	5.00		2.00		30.00
Blower		10.00		2.00		20.00
TOTAL				12.00		\$271.09
MATERIALS / SUPPLIES						TOTAL
TOTAL						\$0.00

GRAND TOTAL FOR PUBLIC WORKS

\$327.95



City of Yukon

P. O. Box 850500, Yukon, Ok 73085

COST FOR ABATEMENT OF PROPERTY

Costs for cleaning property of trash, or cutting or mowing the weeds or grass

Abatement Address:

604 Brandon Place

Legal Description:

Lot 2, Block 13, Canadian Heights 5th Addition

Owner:

Bank of America - Escalations Department Sealed Services
Attn: PPO Mail Stop - CFSC-F
301 E Vanderbilt Way, Suite 350
San Bernadino, CA 92408

Mortgage Holder:**Community Development Administrative Cost:**

Scarlett Ouren 2 hours at \$25.71 per hour	51.42	
Postage	0.88	
	Community Development Total	52.30

Public Works Abatement Cost:

Property abated - see next page for cost breakdown		
	Public Works Total	527.88

City Clerk Administrative Cost:

Cheryl Dunn 1 hour at \$26.44 per hour	26.44	
County filing fee	13.00	
Postage	4.34	
	City Clerk Total	43.78

Total Cost of Abating Property	\$623.96
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CITY OF YUKON PUBLIC WORKS

904 Industrial Yukon, OK 73099 or PO Box 850500 Yukon, OK 73085

405-350-8940

405-350-8942

405-350-8941

405-350-8944 fax



ABATEMENT 604 Brandon Pl

December 15, 2010

MANPOWER	(quant.)	RATE	HRS	TOTAL
3007		\$27.31	2.00	\$54.62
3165		24.18	2.00	48.36
9664		7.88	2.00	15.76
9692		7.88	2.00	15.76
7220		21.82	3.00	65.46
Inmates	4	0.16	2.00	1.28
TOTAL			13.00	\$201.24
EQUIPMENT	(quant.)	RATE	HRS	TOTAL
Utility Trailer		\$20.00	2.00	\$40.00
Bus		0.545	3.00	1.64
Van		25.00	2.00	50.00
Pick up Truck		25.00	2.00	50.00
3" pump		25.00	3.00	75.00
Weedeaters	3	10.00	2.00	60.00
Pushmower		25.00	2.00	50.00
TOTAL			16.00	\$326.64
MATERIALS / SUPPLIES				TOTAL
TOTAL				\$0.00

GRAND TOTAL FOR PUBLIC WORKS

\$527.88



City of Yukon

P. O. Box 850500, Yukon, Ok 73085

COST FOR ABATEMENT OF PROPERTY

Costs for cleaning property of trash, or cutting or mowing the weeds or grass

Abatement Address:

613 South 8th Street Drive

Legal Description:

Lot 3, Block 3, Valley View Addition

Owner:

Wells Fargo
PO BOX 10335
Des Moines, IA 50306

Mortgage Holder:**Community Development Administrative Cost:**

Scarlett Ouren 2 hours at \$25.71 per hour	51.42	
Postage	0.88	
	Community Development Total	52.30

Public Works Abatement Cost:

Property abated - see next page for cost breakdown		
	Public Works Total	572.43

City Clerk Administrative Cost:

Cheryl Dunn 1 hour at \$26.44 per hour	26.44	
County filing fee	13.00	
Postage	4.34	
	City Clerk Total	43.78

Total Cost of Abating Property	\$668.51
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CITY OF YUKON PUBLIC WORKS

904 Industrial Yukon, OK 73099 or PO Box 850500 Yukon, OK 73085

405-350-8940

405-350-8941



405-350-8942

405-350-8944 fax

ABATEMENT

613 S 8th St Dr

December 15, 2010

MANPOWER	(quant.)	RATE		HRS		TOTAL
3007		\$27.31		2.00		\$54.62
3005		27.42		2.00		54.84
1902		30.07		2.00		60.14
3239		14.47		2.00		28.94
9655		7.88		2.00		15.76
9705		7.88		2.00		15.76
Inmates	4	0.16		2.00		1.28
TOTAL				14.00		\$231.34
EQUIPMENT	(quant.)	RATE		HRS		TOTAL
Utility Trailer		\$20.00		2.00		\$40.00
Bus		0.545		2.00		1.09
Dump Truck		50.00		2.00		100.00
Pickup Truck		25.00		2.00		50.00
Weedeaters	3	10.00		2.00		60.00
Pushmower		25.00		2.00		50.00
TOTAL				12.00		\$301.09
MATERIALS / SUPPLIES						TOTAL
Dump ticket #23165						\$40.00
TOTAL						\$40.00

GRAND TOTAL FOR PUBLIC WORKS

\$572.43



City of Yukon

P. O. Box 850500, Yukon, Ok 73085

COST FOR ABATEMENT OF PROPERTY

Costs for cleaning property of trash, or cutting or mowing the weeds or grass

Abatement Address:

1502 Glenda Dr

Legal Description:

Lot 177, McKinney Heights Addition

Owner:

Household Finance Coporation
10958 N May Ave
Oklahoma City, OK 73120

Mortgage Holder:**Community Development Administrative Cost:**

Scarlett Ouren 2 hours at \$25.71 per hour	51.42	
Postage	0.88	
Community Development Total		52.30

Public Works Abatement Cost:

Property abated - see next page for cost breakdown		
Public Works Total		452.13

City Clerk Administrative Cost:

Cheryl Dunn 1 hour at \$26.44 per hour	26.44	
County filing fee	13.00	
Postage	4.34	
City Clerk Total		43.78

Total Cost of Abating Property	\$548.21
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CITY OF YUKON PUBLIC WORKS

904 Industrial Yukon, OK 73099 or PO Box 850500 Yukon, OK 73085

405-350-8940

405-350-8941



405-350-8942

405-350-8944 fax

ABATEMENT 1502 Glenda

December 16, 2010

MANPOWER	(quant.)	RATE	HRS	TOTAL
3007		\$27.31	2.50	\$68.28
3165		24.18	2.00	48.36
9664		7.88	2.00	15.76
9692		7.88	2.00	15.76
Inmates	5	0.16	2.50	2.00
TOTAL			11.00	\$150.16
EQUIPMENT	(quant.)	RATE	HRS	TOTAL
Utility Trailer		\$20.00	2.50	\$50.00
Bus		0.545	3.00	1.64
Pick up Truck		25.00	2.00	50.00
Weedeaters	3	10.00	2.50	75.00
Pushmower		25.00	2.00	50.00
Leaf Blower		10.00	2.00	20.00
Rakes	2	5.00	2.00	20.00
TOTAL			16.00	\$266.64
MATERIALS / SUPPLIES				TOTAL
Dump Ticket #23175				\$20.00
Dump Ticket #23179				10.00
1/4 trash bags				5.33
TOTAL				\$35.33

GRAND TOTAL FOR PUBLIC WORKS

\$452.13

YUKON

Community Development

MEMO TO: Jim Crosby, City Manager
Grayson Bottom
Doug Shivers, City Clerk

FROM: Community Development

DATE: January 21, 2011

RE: Properties to be listed on the City Council Agenda for the February 1, 2011

LOCATION

OWNER

VIOLATION

200 Klondike
720 Royal Ln
720 Royal Ln
536 S 3rd St

David B & Vicki L Freeman
Joann Whittaker
Joann Whittaker
William Rischard & Kay F Trustee
Rischard Living Trust DTD 4-27
Marilyn Dacus

Trash, Grass, & Weeds
Trash, Grass, & Weeds
Nuisance Vehicles
Trash, Grass, & Weeds
Trash, Grass, & Weeds

600 S 3rd St

435 S 8th St

John C Guthrie Jr. & Pam Suttles Nuisance Vehicle