



CITY COUNCIL AGENDA
March 1, 2016

John Alberts, Mayor ~ Ward 2
Richard Russell, Vice Mayor ~ Ward 1
Earline Smaistrla, Council Member ~ At-Large
Donna Yanda, Council Member ~ Ward 3
Michael McEachern, Council Member ~ Ward 4
Tammy DeSpain, Acting City Manager

Yukon City Council / Yukon Municipal Authority Work Session
Centennial Building - 12 South 5th Street
March 1, 2016 – 6:00 p.m.

- 1. Presentation and discussion of the Central Oklahoma Water Resources Board status – Shawn Lepard, Lepard Consulting**

City Council - Municipal Authority Agendas

March 1, 2016 - 7:00 p.m.

Council Chambers - Centennial Building
12 South Fifth Street, Yukon, Oklahoma

The City of Yukon strives to accommodate the needs of all citizens, including those who may be disabled. If you would like to attend this Council meeting but find it difficult to do so because of a disability or architectural barrier, please contact City Hall at 354-1895. We will make a sincere attempt to resolve the problem. If you require a sign-language interpreter at the meeting, please call or notify City Hall, 500 West Main, by noon, February 29, 2016.

Invocation: Rev. Thomas Buckley, Judah Worship Ministries

Flag Salute:

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

Presentations and Proclamations

“2016 Playful City USA Community”

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 February 16, 2016

ACTION_____

(Adjourn as YMA and Reconvene as Yukon City Council)

1. Consent Docket

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

The City Manager recommends a motion that will approve:

- A) The minutes of the regular meeting of February 16, 2016**
- B) The minutes of the Special Meeting of February 17, 2016**
- C) Payment of material claims in the amount of \$439,590.14**
- D) Designating the items on the attached list from the Technology Department as surplus and authorizing their sale, donation or trade**
- E) An extension to the current natural gas sales agreement with Clearwater Enterprises, L.L.C., to extend the term from April 1, 2016 through March 31, 2017**
- F) An agreement with the Yukon Horseshoe Club for use of Yukon City Park horseshoe courts from February 17, 2016 to October 30, 2016**
- G) An agreement with the Yukon Christian Athletic Association for use of Hilcrest Park softball field from February 17, 2016 through August 30, 2016, and for use of Sunrise Park softball field from July 1, 2016 through August 30, 2016**
- H) An agreement with Yukon BMX to use Taylor Park BMX track from February 17, 2016 through February 17, 2017**
- I) An agreement with the Oklahoma Nitro Club to use Taylor Park rc car track from February 17, 2016 through February 17, 2017**
- J) An agreement with the United Softball Association of Yukon for use of Sunrise Park Softball fields from February 17, 2016 through October 30, 2016**
- K) An agreement with the Yukon Optimist Sports Club for use of City Park baseball fields from February 17, 2016 to July 2, 2016**
- L) An agreement with the Yukon Soccer Club for use of the soccer fields at Ranchwood and Taylor Parks from February 17, 2016 through December 31, 2016**
- M) Setting the date for the next regular Council meeting for March 15, 2016, 7:00 p.m., in the Council Chambers of the Centennial Building, 12 S. Fifth St.**

ACTION _____

- 2. Consider approving an agreement between the City of Yukon and Crawford and Associates, P.C., for the preparation of annual financial statements, and general accounting and advisory assistance, for a term of engagement through June 30, 2017, as recommended by the Acting City Manager**

ACTION _____

3. **Consider approving Ordinance No. 1333, an ordinance amending Ordinance No. 657, Appendix A of the Code of Ordinances of the City of Yukon, Oklahoma, by providing that the zoning designation for a part of the southeast quarter (SE/4) of Section Thirty (30), Township Twelve North (T12N), Range Five West (R5W) of the Indian Meridian, Canadian County, Oklahoma (1601 Health Center Parkway), be changed from “C-5” (Planned Shopping Center District) to “C-3 PUD” (Restricted Commercial District); and Declaring an Emergency**

ACTION _____

- 3A. **Consider approving the Emergency Clause of Ordinance No. 1333**

ACTION _____

4. **Consider approving a Planned Unit Development for StoneGate Partners, LLC, for a tract of land lying in the southeast quarter (SE/4) of section thirty (30), township twelve north (T12N), range five west (R5W) of the Indian Meridian, Canadian County, Oklahoma (1601 Health Center Parkway), as recommended by the Planning Commission**

ACTION _____

5. **Consider approving the Preliminary Plat for StoneGate Partners, LLC, for a tract of land lying in the southeast quarter (SE/4) of section thirty (30), township twelve north (T12N), range five west (R5W) of the Indian Meridian, Canadian County, Oklahoma (1601 Health Center Parkway), as recommended by the Planning Commission**

ACTION _____

6. **Consider a motion to recess as Yukon City Council and convene into Executive Session, to discuss the employment of a City Manager, as provided for in 25 OS 2003, Section 307 (B)(1); and to discuss a pending investigation, claim, or action with the City Attorney, as provided for in 25 OS 2003, Section 307 (B)(4)**

ACTION _____

- 7. Consider a motion to adjourn from Executive Session and reconvene as Yukon City Council**

ACTION_____

- 8. Consider approving an employment contract between the City of Yukon and Mr. James Crosby, for the position of City Manager, as recommended by the City Attorney**

ACTION_____

- 9. New Business**

- 10. Council Discussion**

- 11. Adjournment**



PROCLAMATION

A PROCLAMATION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF YUKON CONFIRMING THE CITY OF YUKON'S COMMITMENT TO ACTIVE LIFESTYLES AND HEALTHY CHILDREN BY BEING NAMED A 2016 PLAYFUL CITY USA COMMUNITY

WHEREAS, Playful City USA is a national program honoring cities and towns that make play a priority and use innovative programs to get children active, playing, and healthy, and;

WHEREAS, having play is a valuable part of a child's healthy development, and a productive, healthy, and physically fit child becomes a socially competent and productive adult, and;

WHEREAS, the City of Yukon acknowledges that children are our most valuable resource, and that we must promote and ensure an abundance of safe and accessible playspaces for all of our children, and;

WHEREAS, the City of Yukon will strive to ensure annual recognition as a Playful City USA community.

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and City Council of the City of Yukon that each supports the City of Yukon being named a 2016 Playful City USA community.

Given under my hand and Seal of the City of Yukon this 1st day of March, 2016.

John Alberts, Mayor

Douglas A. Shivers, City Clerk

**Yukon Municipal Authority Minutes
February 16, 2016**

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

(Absent) Michael McEachern, Trustee

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

1A. YMA Consent Docket

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The City Manager recommends a motion to approve:

- A) The minutes of the regular meeting of February 2, 2016**
- B) The minutes of the Special Meeting of February 9, 2016**

The motion to approve the YMA Consent Docket, consisting of the approval of the minutes of the regular meeting of February 2, 2015, and the approval of the minutes of the regular meeting of February 9, 2015, was made by Trustee Russell and seconded by Trustee Yanda.

The vote:

AYES: Yanda, Alberts, Russell, Smaistrla

NAYS: None

VOTE: 4-0

MOTION CARRIED

(Adjourn as YMA and Reconvene as Yukon City Council)

**Yukon Municipal Authority Minutes
February 16, 2016**

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

(Absent) Michael McEachern, Trustee

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The vote:

AYES: Yanda, Alberts, Russell, Smaistrla

NAYS: None

VOTE: 4-0

MOTION CARRIED

(Adjourn as YMA and Reconvene as Yukon City Council)

**Yukon City Council Minutes
February 16, 2016**

The Yukon City Council met in regular session on February 16, 2016 at 7:00 p.m. in the Council Chambers of the Centennial Building, 12 South Fifth Street, Yukon, Oklahoma.

The invocation was given by Rev. Gary Reynolds, Yukon First Church of the Nazarene. The flag salute was given in unison.

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

(Absent) Michael McEachern, Council Member

OTHERS PRESENT:

Tammy DeSpain, Acting City Manager	Doug Shivers, City Clerk
Mike Segler, City Attorney	Robbie Williams, City Engineer
Mitch Hort, Development Services Dir.	Gary Cooper, IT Director
John Corn, Police Chief	Arnold Adams, Public Works Director
Philip Merry, Acting City Treasurer	Jenna Roberson, PIO
Bill Stover, Sanitation Director	Dana Deckard, Executive Admin. Assist.
Jeff Deckard, Parks Superintendent	

Public Hearing to Receive Input from the Public Regarding the completed 2013 Community Development Block Grant (CDBG #CI-00190) in the amount of \$63,595.00 which was used to replace the waterline, sanitary sewer and roadway on Cedar Avenue, between Cornwell Avenue and 1st Street

There were no citizens present to participate in the Public Hearing. Director Hort circulated a sign-in sheet to record the names of those present for the meeting.

Presentations and Proclamations

There were no presentations or proclamations.

Visitors

David Markus, 15401 Frisco Dr., expressed concerns over the condition of Frisco Drive in northwest Yukon. He was hopeful the City was studying ways to take possession of the street as a public road, and would like further discussion on the topic.

Karen Anway, 13975 Frisco Dr., stated the road needs to be taken care of.

Martha Embry, 14001 Frisco Dr., said she has lived there since 1985 and the current condition of the road is the worst it has been. She explained that the County used to grade the road and wonders why they don't anymore. Her husband and her neighbor try to maintain the road as best as they can.

Jennifer Jackson, 13875 Frisco Dr., believes the condition of the road is now a safety issue.

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

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The City Manager recommends a motion to approve:

- A) The minutes of the regular meeting of February 2, 2016**
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The motion to approve the YMA Consent Docket, consisting of the approval of the minutes of the regular meeting of February 2, 2015, and the approval of the minutes of the regular meeting of February 9, 2015, was made by Trustee Russell and seconded by Trustee Yanda.

The vote:

AYES: Yanda, Alberts, Russell, Smaistrila

NAYS: None

VOTE: 4-0

MOTION CARRIED

(Adjourn as YMA and Reconvene as Yukon City Council)

1. Consent Docket

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

The City Manager recommends a motion that will approve:

- A) The minutes of the regular meeting of February 2, 2016**
- B) The minutes of the Special Meeting of February 4, 2016**
- C) The minutes of the Special Meeting of February 10, 2016**
- D) Payment of material claims in the amount of \$543,837.86**
- E) Designating the items on the attached list from the Technology Department as surplus and authorizing their sale, donation or trade**
- F) Setting the date for the next regular Council meeting for March 1, 2016, 7:00 p.m., in the Council Chambers of the Centennial Building, 12 S. Fifth St.**

The motion to approve the Consent Docket, consisting of the approval of the minutes of the regular meeting of February 2, 2016; the minutes of the Special Meeting of February 4, 2016; the minutes of the Special Meeting of February 10, 2016; payment of material claims in the amount of \$543,837.86; designating the items on the attached list from the Technology Department as surplus and authorizing their sale, donation or trade; and setting the date for the next regular Council meeting for March 1, 2016, 7:00 p.m. in the Council Chambers of the Centennial Building, 12 S. Fifth St., was made by Council Member Yanda and seconded by Council Member Smaistrila.

The vote:

AYES: Russell, Yanda, Smaistrila, Alberts

NAYS: None

VOTE: 4-0

MOTION CARRIED

2. Reports of Boards, Commissions and City Officials – Sales Tax and Events reports – Tammy Kretchmar DeSpain

Ms. DeSpain stated the sales tax revenue for the December reporting period was about \$1.9 million. This was below projections and most revenues were under budget. She also gave a summary of upcoming Parks & Recreation events.

- 3. Consider approving the contract between City of Yukon and Smithey Environmental Services for the grinding and disposal of the 2015 ice storm tree debris, at a cost of \$77,000.00, to be paid from the General Fund Reserve allocation for storm cleanup, as recommended by the Public Works Director**

The motion to approve the contract between City of Yukon and Smithey Environmental Services for the grinding and disposal of the 2015 ice storm tree debris, at a cost of \$77,000.00, to be paid from the General Fund Reserve allocation for storm cleanup, as recommended by the Public Works Director, was made by Council Member Russell and seconded by Council Member Smaistrila.

The vote:

AYES: Smaistrila, Alberts, Russell, McEachern

NAYS: None

VOTE: 4-0

MOTION CARRIED

- 4. Consider accepting the 2013 Community Development Block Grant (CDBG #CI-00190) in the amount of \$63,595 which was used to replace the waterline, sanitary sewer and roadway improvements on Cedar Avenue, between Cornwell Ave. and 1st Street, as complete, placing the maintenance bonds into effect, and confirm authorization of final payment for the contractor, as recommended by the City Engineer**

The motion to accept the 2013 Community Development Block Grant (CDBG #CI00190) in the amount of \$63,595 which was used to replace the waterline, sanitary sewer and roadway improvements on Cedar Avenue, between Cornwell Ave. and 1st Street, as complete, placing the maintenance bonds into effect, and confirm authorization of final payment for the contractor, as recommended by the City Engineer, was made by Council Member Yanda and seconded by Council Member Smaistrila.

The vote:

AYES: Smaistrila, Yanda, Alberts, Russell

NAYS: None

VOTE: 4-0

MOTION CARRIED

- 5. Consider approving a correction for a Scrivener's Error, for Lot 33 Block 1 of the Frisco Road addition to the City of Yukon (1901 Branch Line Rd.), correcting the north property line, as recommended by the Planning Commission**

The motion to approve a correction for a Scrivener's Error, for Lot 33 Block 1 of the Frisco Road addition to the City of Yukon (1901 Branch Line Rd.), correcting the north property line, as recommended by the Planning Commission, was made by Council Member Russell and seconded by Council Member Yanda.

The vote:

AYES: Alberts, Yanda, Russell, Smaistrila

NAYS: None

VOTE: 4-0

MOTION CARRIED

6. New Business

There was no new business.

7. Council Discussion

Council Member Russell thanked everyone who attended tonight's meeting and added it was important for citizens to voice their concerns. He added that the upcoming Trout Fish-Out event is "a ball" and he hoped as many people as possible would attend.

Council Member Smaistrila had no comments.

Council Member Yanda thanked everyone for their attendance.

Mayor Alberts mentioned the locations of the traffic signals that were taken down for repairs to the poles. He also reminded everyone that any leftover storm debris was still being accepted at the transfer station.

8. Adjournment

John Alberts, Mayor

Doug Shivers, City Clerk

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

The Yukon City Council met in special session on February 17, 2016 at 6:00 p.m. in the Council Chambers of the Centennial Building, 12 South Fifth Street, Yukon, Oklahoma.

The meeting was called to order by Mayor John Alberts

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

OTHERS PRESENT:

Tammy DeSpain, Acting City Manager Doug Shivers, City Clerk
Mike Segler, City Attorney Gary Cooper, IT Director
Cindi Shivers, Human Resources Director

1. Consider a motion to recess as Yukon City Council and convene into Executive Session, for interviewing of an applicant for the position of City Manager, as provided for in 25 OS 2003, Section 307 (B) (1)

The motion to recess as the Yukon City Council and convene into Executive Session, for discussing the hiring of the applicants for the position of City Manager, as provided for in 25 OS 2003, Section 307 (B) (1), was made by Council Member McEachern and seconded by Council Member Russell.

The vote:

AYES: McEachern, Yanda, Smaistrla, Alberts, Russell

NAYS: None

VOTE: 5-0

MOTION CARRIED

The Mayor invited the Acting City Manager, the Human Resources Director, and the City Attorney into the Executive Session.

2. Consider a motion to adjourn from Executive Session and reconvene as Yukon City Council

The motion to adjourn from Executive Session and reconvene as Yukon City Council was made by Council Member McEachern and seconded by Council Member Russell.

The vote:

AYES: Smaistrla, Russell, Alberts, McEachern, Yanda

NAYS: None

VOTE: 5-0

MOTION CARRIED

Mayor Alberts then read the minutes of the Executive Session, stating "While in executive session, only the items on the agenda were discussed, no action was taken, and no votes were cast."

5. Adjournment

John Alberts, Mayor

Doug Shivers, City Clerk



RECAP OF CLAIMS

FUND #			
01	General Fund Claims	\$	110,369.54
36	Sales Tax Claims		13,553.52
64	Special Revenue Fund		188,021.50
70	Water & Sewer Enterprise		121,314.72
71	Sanitation Enterprise		6,140.78
74	Grant Fund		190.08
			<hr/>
		\$	439,590.14
			<hr/> <hr/>

The above foregoing claims have been passed and approved this 1st day of March 2016 by the Yukon City Council.

Doug Shivers, City Clerk

John Alberts, Mayor

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 101 LEGISLATIVE						
16-65532	01-00102	City of Yukon (BankOne)FIN	study session dinners	2/2016	Logans 515216	132.91
			study session dinners	2/2016	Logans 512277	107.92
16-65528	01-00117	City of Yukon (BankOne)HR	Hotel for CM applicant	2/2016	Fairfield 2-17-16	89.00
16-65520	01-05350	Canadian Cty Election Brd	2/09/16 Election Expense	2/2016	2-09-16A	1,083.43
16-65530	01-07275	Crawford & Associates	Professional Srvc	2/2016	9667	5,174.60
16-65529	01-1	Jon Amundson	Car Rental	2/2016	Alamo 738773967	119.41
			Flight Reimbursement	2/2016	United BYSSFC	549.20
16-65523	01-11737	EMSA	Qrtly Subsidy 15-16	2/2016	2-15-16	48,185.00
16-65526	01-31400	McAfee & Taft	Prof Srvc 01/25/16	2/2016	477223	7,817.04
16-65522	01-62200	Yukon Chamber of Commerce	Contract Srvc - Feb '16	2/2016	10643	1,500.00
DEPARTMENT TOTAL:						64,758.51
DEPARTMENT: 102 ADMINISTRATION						
16-65499	01-00117	City of Yukon (BankOne)HR	United Way	2/2016	United Way 2-11-16	20.00
16-65531	01-47660	Shred-it US JV LLC	Document Destruction	2/2016	9409448848	12.11
DEPARTMENT TOTAL:						32.11
DEPARTMENT: 104 FINANCE						
			Document Destruction	2/2016	9409448848	6.05
DEPARTMENT TOTAL:						6.05
DEPARTMENT: 105 CITY CLERK						
			Document Destruction	2/2016	9409448848	6.06
DEPARTMENT TOTAL:						6.06
DEPARTMENT: 106 FIRE DEPARTMENT						
16-64778	01-00105	City of Yukon (BankOne)FD	Def, gloves	10/2015	BoundTree 81937500	33.09
			credit over payment	10/2015	BoundTr 97244676CR	21.99-
			Def, gloves	1/2016	MooreMed 82935446	657.17
16-65202	01-00105	City of Yukon (BankOne)FD	Meal Reimb.	1/2016	Ampride 012216	17.25
16-65326	01-00105	City of Yukon (BankOne)FD	dishsoap, lysol, 409	2/2016	Wal-Mart 03578	220.18
16-65400	01-00105	City of Yukon (BankOne)FD	coffee makers	2/2016	OK Rest 418670	741.45
16-65477	01-00105	City of Yukon (BankOne)FD	copy paper, laminatre shee	2/2016	Staples 9735195136	245.90
16-65405	01-01240	Airgas USA, LLC	refill Oxygen tanks	2/2016	9048329564	108.54
16-65390	01-47660	Shred-it US JV LLC	document destruction	2/2016	9409251602	9.69
DEPARTMENT TOTAL:						2,011.28

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 107 POLICE DEPARTMENT						
16-64965	01-00111	City of Yukon (BankOne)PD	Prisoner meals	2/2016	Wal-Mart 05576	88.12
			Prisoner meals	2/2016	Wal-Mart 07141	104.67
16-65476	01-1	EMSA Western Div.	EMSA	11/2015	E 11-6-15	1,348.00
16-65435	01-36720	OK Dept of Public Safety	Olets	2/2016	04-1609232	350.00
16-65434	01-57776	West Yukon Animal Hospita	Vet services	2/2016	02-01-2016	44.60
16-65495	01-63050	Yukon Trophy & Awards, Inc.	Vehicle decals	2/2016	216258	70.00
DEPARTMENT TOTAL:						2,005.39
DEPARTMENT: 108 STREET DEPARTMENT						
16-62823	01-00180	City of Yukon (BankOne)PW	emulsion	2/2016	Vance Bro 78461	504.70
16-65437	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	2/2016	Clean 50753262	62.25
16-65507	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	2/2016	Clean 50754380	62.25
16-65344	01-30600	Lowe's Companies, Inc.	quickcrete	2/2016	02379	155.40
16-65439	01-47670	SignalTek, Inc.	maintenance fee jan 16	1/2016	11256	775.00
16-65483	01-48376	Southwest Trailers & Equip	mesh tarp	2/2016	SL08498	3,334.00
DEPARTMENT TOTAL:						4,893.60
DEPARTMENT: 109 MUNICIPAL COURT						
16-65513	01-00106	City of Yukon (BankOne)CRT	Postage	2/2016	USPS 689	9.19
			Postage	2/2016	USPS 689	98.00
DEPARTMENT TOTAL:						107.19
DEPARTMENT: 111 TECHNOLOGY						
16-65487	01-00101	City of Yukon (BankOne)ADM	iClipart	2/2016	ic1 ICAR1FD0045B09	236.00
16-65484	01-00123	City of Yukon (BankOne)TEC	Auction Fee's	1/2016	Pub Surp 206403424	84.98
16-65485	01-06710	Coast To Coast Computer	ProHP Toner	2/2016	1443049	318.00
16-65486	01-06710	Coast To Coast Computer	ProHP Toner	2/2016	1443045	336.00
16-65489	01-1	Fleetsoft	FleetSoftwaremaintrenewal	2/2016	F 102852	1,418.40
16-65490	01-27720	Kronos, Inc.	Kronos Timkeeping Charge	2/2016	11026400	805.27
16-65491	01-51740	Tyler Technologies, Inc.	System Managment Srvc	3/2016	025-148425	578.81
16-65488	01-71493	Natasha Hankins	Mileage Reimbursement	2/2016	2-10-16	12.42
DEPARTMENT TOTAL:						3,789.88

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 113		LIBRARY				
16-64372	01-00108	City of Yukon (BankOne)LIB	Program Supplies-All ages	2/2016	Hobby L 6048152422	14.76
			Program Supplies-All ages	2/2016	Party Galax 195365	6.57
16-64532	01-00108	City of Yukon (BankOne)LIB	Program Supplies	2/2016	Hastings 5941851	30.72
			Program Supplies	2/2016	HobbyLo 6047160341	43.88
			Program Supplies	2/2016	Wal-Mart 03720	47.04
16-65394	01-00108	City of Yukon (BankOne)LIB	Postage for ILL	2/2016	USPS 798	30.89
16-65448	01-00108	City of Yukon (BankOne)LIB	Parts to Repair Heater	2/2016	Carrie 32652736-00	192.27
16-65305	01-74800	Sara Schieman	Employee Mileage 1/2016	1/2016	1-29-16	98.82
DEPARTMENT TOTAL:						464.95
DEPARTMENT: 114		PROPERTY MAINTENANCE				
16-65309	01-00180	City of Yukon (BankOne)PW	urea	2/2016	Banner Coop 509757	381.50
16-65437	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	2/2016	Clean 50753262	30.32
16-65472	01-00180	City of Yukon (BankOne)PW	welding wire, clamps	2/2016	Harbor Fr 211861	99.90
16-65507	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	2/2016	Clean 50754380	30.32
16-65512	01-00180	City of Yukon (BankOne)PW	numbers	2/2016	Yukon Troph 216292	25.00
16-65521	01-06750	Clearwater Enterprises, LLC	SrvcCity Bldgs-01/16	2/2016	8476-24061601	1,517.23
16-65509	01-27565	Koetter Alarm & Fire	Kitchen Hood Inspect	1/2016	5154	172.50
			Kitchen Hood Inspect	1/2016	5155	89.50
			Kitchen Hood Inspect	1/2016	5156	89.50
16-65517	01-37200	OK Gas & Electric	Srvc-Comb.Bill-Jan '16	2/2016	2-10-16	23,860.32
16-65518	01-37200	OK Gas & Electric	Service Several Locations	2/2016	2-19-16 334 Elm Av	587.56
			Service Several Locations	2/2016	02-09-16 550YuPkwy	308.54
			Service Several Locations	2/2016	2-11-16 712 OakCre	26.40
			Service Several Locations	2/2016	2-11-16 951 Indust	90.78
			Service Several Locations	2/2016	2-15-16 1350 WMain	27.28
16-65519	01-37600	OK Natural Gas Co	Service Several Locations	2/2016	2-12-16 1035 Indus	276.82
			Service Several Locations	2/2016	2-12-16 501 AshAve	290.33
DEPARTMENT TOTAL:						27,903.80
DEPARTMENT: 115		HUMAN RESOURCES				
16-65510	01-32077	MTM Recognition Corporation	Service Pins	2/2016	5817318	689.28
16-65511	01-37470	OK Municipal League	City Manger classified ad	2/2016	059483	10.00
16-65531	01-47660	Shred-it US JV LLC	Document Destruction	2/2016	9409448848	12.11
DEPARTMENT TOTAL:						711.39

FUND: 01 - General Fund

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 116		PARK ADMINISTRATION				
16-65371	01-00110	City of Yukon (BankOne)REC	chocolate supplies	2/2016	Wal-Mart 03755	188.37
			chocolate supplies	2/2016	Wal-Mart 04122	10.48
16-65411	01-32660	Mobile Mini, Inc.	close out Mobile Mini	12/2015	111485154	154.31
			close out Mobile Mini	12/2015	111484886	166.18
			close out Mobile Mini	1/2016	111487560	344.23
			close out Mobile Mini	1/2016	111487559	166.18
			close out Mobile Mini	1/2016	111487794	154.31
			rental credits	1/2016	111932228	245.94-
			rental credit	1/2016	111932227	118.70-
			rental credit	1/2016	111932226	121.17-
16-65370	01-46940	Sam's Club Direct-G.E.Capit	Chocolate	2/2016	6803	198.50
			Chocolate	2/2016	6801	56.88
16-65408	01-47660	Shred-it US JV LLC	document shredding	1/2016	9409064040	30.49
16-65498	01-72411	Claudia Krshka	Reimbursement	2/2016	021116	209.05
DEPARTMENT TOTAL:						1,193.17
DEPARTMENT: 117		PARK MAINTENANCE				
16-65437	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	2/2016	Clean 50753262	33.28
16-65507	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	2/2016	Clean 50754380	33.28
DEPARTMENT TOTAL:						66.56
DEPARTMENT: 118		RECREATION FACILITIES				
16-65366	01-00110	City of Yukon (BankOne)REC	Awards Free Throw contes	2/2016	Yukon Troph 2-4-16	98.00
16-65369	01-00110	City of Yukon (BankOne)REC	Lamination pouches	2/2016	SW Stat RC 0080114	192.80
16-65372	01-00110	City of Yukon (BankOne)REC	Food for DRC	2/2016	Wal-Mart 03611	11.76
			Food for DRC	2/2016	Wal-Mart 09575	29.56
16-65375	01-00110	City of Yukon (BankOne)REC	food chocolate festival	2/2016	Wal-Mart 03610	47.68
16-65478	01-00110	City of Yukon (BankOne)REC	Bunco Supplies	2/2016	Wal-Mart 06618	89.35
16-65430	01-03090	Ben E. Keith Foods	food for DRC	2/2016	63013559	1,363.66
16-65414	01-30600	Lowe's Companies, Inc.	Materials for Art Academy	2/2016	08791	7.77
16-65373	01-31280	Massco Maintenance Compan	return credit	6/2015	2314055	7.60-
			trash bags DRC	2/2016	2328860	133.94
16-65409	01-53450	United Linen - Uniform Re	linens for center	12/2015	1891538	40.00
			linens for center	1/2016	1899227	40.00
			linens for center	2/2016	S1898194	106.03
			linens for center	2/2016	1903131	35.00
			linens for center	2/2016	1903130	231.65
DEPARTMENT TOTAL:						2,419.60
FUND TOTAL:						110,369.54

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 501		SALES TAX CAPITAL IMPROV				
16-63016	01-04450	Brodart	Young Adult Standing Orde	12/2015	B4215216	9.74
			Young Adult Standing Orde	1/2016	B4229699	14.93
			Young Adult Standing Orde	1/2016	B4243518	5.19
			Young Adult Standing Orde	2/2016	B4256188	9.74
16-63083	01-04450	Brodart	Adult nonfiction	2/2016	B4269641	63.90
16-63615	01-04450	Brodart	Children's Standing Order	1/2016	B4233679	12.63
			Children's Standing Order	1/2016	B4233680	3.99
			Children's Standing Order	1/2016	B4236226	10.34
			Children's Standing Order	1/2016	B4245868	10.29
			Children's Standing Order	2/2016	B4248408	10.29
			Children's Standing Order	2/2016	B4258111	64.33
			Children's Standing Order	2/2016	B4259933	9.19
			Children's Standing Order	2/2016	B4261933	9.74
			Children's Standing Order	2/2016	B4261934	8.09
16-64036	01-04450	Brodart	Children's Materials	12/2015	B4215200	16.23
			Children's Materials	1/2016	B4229697	15.39
			Children's Materials	1/2016	B4245867	12.64
16-64037	01-04450	Brodart	Backorders-All Ages	12/2015	B4209689	14.47
			Backorders-All Ages	1/2016	B4236225	23.96
			Backorders-All Ages	1/2016	B4239871	9.74
			Backorders-All Ages	2/2016	B4250879	21.37
16-64533	01-04450	Brodart	Adult Standing Order	1/2016	B4239874	15.80
			Adult Standing Order	1/2016	B4239922	31.57
			Adult Standing Order	2/2016	B4252987	9.99
			Adult Standing Order	2/2016	B4256187	15.24
16-65032	01-04450	Brodart	Children's Materials	1/2016	B4239873	31.94
			Children's Materials	2/2016	B4252986	14.16
			Children's Materials	2/2016	B4261932	61.44
16-65505	01-16230	Gale Group Inc	Large Print Standing Orde	1/2016	57018077	46.48
			Large Print Standing Orde	1/2016	57017605	45.73
			Large Print Standing Orde	1/2016	57016570	61.58
			Large Print Standing Orde	1/2016	57193290	80.96
			Large Print Standing Orde	1/2016	57193936	75.72
			Large Print Standing Orde	1/2016	57310618	64.77
			Large Print Standing Orde	1/2016	57340248	43.18
			Large Print Standing Orde	2/2016	57433786	90.37
16-65030	01-39575	Perma-Bound Books	Children's Materials	2/2016	1663500-01	15.66
16-64944	01-44395	Recorded Books, LLC	Audio Book Standing Order	2/2016	75286180	64.60
			Audio Book Standing Order	2/2016	75288900	107.99
			Audio Book Standing Order	2/2016	75285957	48.65
16-65395	01-44395	Recorded Books, LLC	EAudio Standing Order	2/2016	75290383	321.04
16-65525	01-62200	Yukon Chamber of Commerce	Contracted Incentive	2/2016	10639	11,950.46
DEPARTMENT TOTAL:						13,553.52
FUND TOTAL:						13,553.52

FUND: 64 - Special Revenue

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 110 TRANSFERS FROM RESERVES						
16-65516	01-01395	Arbor Masters	debris removal	1/2016	105492	182,295.00
DEPARTMENT TOTAL:						182,295.00
DEPARTMENT: 143 MABEL FRY						
16-65302	01-1	Ms. Abigail Keegan	LTAIO Scholar Fee	2/2016	K 02-23-16	175.00
16-65303	01-1	Dr. Harbour Winn	LTAIO Scholar Fee	3/2016	W 03-01-16	175.00
DEPARTMENT TOTAL:						350.00
DEPARTMENT: 144 LIBRARY STATE AID						
16-65566	01-91301	Magazine Subscripton	Annual Magazine Subscript	2/2016	0219-22	1,495.78
DEPARTMENT TOTAL:						1,495.78
DEPARTMENT: 146 LIBRARY GRANT REVENUE						
16-65040	01-00108	City of Yukon (BankOne)LIB	PLA Conference Registrati	2/2016	Southwest 2-10-16	218.96
16-65445	01-44395	Recorded Books, LLC	Eaudio annual subscriptio	2/2016	75285698	2,170.00
DEPARTMENT TOTAL:						2,388.96
DEPARTMENT: 167 POLICE DEPT SPECIAL REVEN						
16-65362	01-00111	City of Yukon (BankOne)PD	Avers/May training fee	2/2016	Child Hosp 2-16-16	200.00
16-64135	01-36300	OK Board of Tests	Re-cert for intoxilyer	2/2016	4391	62.00
			Re-cert for intoxilyer	2/2016	4444	432.00
16-65436	01-36720	OK Dept of Public Safety	CAD/Messenger	2/2016	04-1609443	300.00
			CAD/Messenger	2/2016	04-1609321	300.00
16-64521	01-71217	Cooper Finch	meals at Cleet	1/2016	Braum's 1-12-16	9.38
			meals at Cleet	1/2016	Burger Kin 1-13-16	6.66
			meals at Cleet	1/2016	Subway 1-14-16	6.56
			meals at Cleet	1/2016	La Fiesta 1-19-16	9.83
			meals at Cleet	1/2016	Prairie Ki 1-20-16	7.97
			meals at Cleet	1/2016	Santa Fe 1-21-16	12.01
			meals at Cleet	1/2016	Santa Fe 1-26-16	10.92
			meals at Cleet	1/2016	Chili's 1-27-16	12.79
			meals at Cleet	1/2016	San Remo's 1-28-16	8.19
16-64523	01-75727	Victor Soliz	meals at Cleet	1/2016	KFC 1-4-16	6.11
			meals at Cleet	1/2016	Wal-Mart 08841	4.35
			meals at Cleet	1/2016	Prairie Kit 1-6-16	8.47
			meals at Cleet	1/2016	Papa Gjorgi 1-7-16	9.57
			meals at Cleet	1/2016	Wal-Mart 00100	5.18
			meals at Cleet	1/2016	Braum's 1-12-16	5.46
			meals at Cleet	1/2016	Burger Kin 1-13-16	5.57
			meals at Cleet	1/2016	Subway 1-14-16	8.20
			meals at Cleet	1/2016	La Fiesta 1-19-16	9.29
			meals at Cleet	1/2016	Prairie Ki 1-20-16	8.19
			meals at Cleet	1/2016	Santa Fe 1-21-16	9.83
			meals at Cleet	1/2016	Santa Fe 1-26-16	10.38

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
<hr/>						
DEPARTMENT: 167		POLICE DEPT SPECIAL REVEN				
			meals at Cleet	1/2016	Chili's 1-27-16	12.02
			meals at Cleet	1/2016	San Remo's 1-28-16	10.83
					DEPARTMENT TOTAL:	1,491.76
					FUND TOTAL:	188,021.50

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 201 WATER DISTRIBUTION						
16-63915	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	2/2016	OReill 0343-158780	65.00
16-65208	01-00180	City of Yukon (BankOne)PW	cng fuel for city vehicle	2/2016	Loves 83171	17.55
			cng fuel for city vehicle	2/2016	Loves 83667	23.76
			cng fuel for city vehicle	2/2016	Loves 85602	12.61
			cng fuel for city vehicle	2/2016	Love's 86756	15.98
			cng fuel for city vehicle	2/2016	Loves 88516	13.83
16-65437	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	2/2016	Clean 50753262	41.30
16-65441	01-00180	City of Yukon (BankOne)PW	tires for 201-2002-9081	2/2016	Southern 47173892	809.44
16-65507	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	2/2016	Clean 50754380	41.30
DEPARTMENT TOTAL:						1,040.77
DEPARTMENT: 202 UTILITY BILLING						
16-65377	01-00170	City of Yukon (BankOne)UB	Blanks/USA canary	2/2016	Staples 7150610365	212.08
16-65437	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	2/2016	Clean 50753262	22.01
16-65442	01-00180	City of Yukon (BankOne)PW	Tires, waste fee	2/2016	Goodyr 255-1006616	297.74
16-65507	01-00180	City of Yukon (BankOne)PW	uniform cleaning, rental	2/2016	Clean 50754380	22.01
16-65531	01-47660	Shred-it US JV LLC	Document Destruction	2/2016	9409448848	12.11
DEPARTMENT TOTAL:						565.95
DEPARTMENT: 203 TREATMENT AND SUPPLY						
16-65527	01-06375	City of Oklahoma City	Water usage - Jan '16	1/2016	01-25-16	112,728.03
16-65500	01-37945	OK Water Resources Board	Grndwtr right adm fe	3/2016	03-15-16	150.00
16-65438	01-57420	Waste Connections of Oklaholandfill fees		1/2016	21745	1,509.50
DEPARTMENT TOTAL:						114,387.53
DEPARTMENT: 204 FLEET MAINTENANCE						
16-62820	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	2/2016	NAPA 626309	8.69
16-63915	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	2/2016	OReill 0343-158648	8.69
			parts to repair vehicles	2/2016	OReill 0343-160432	43.98
			parts to repair vehicles	2/2016	OReill 0343-160332	19.99
			parts to repair vehicles	2/2016	OReill 0343-160272	112.99
			parts to repair vehicles	2/2016	OReill 0343-160341	85.52
			parts to repair vehicles	2/2016	OReill 0343-160682	353.80
16-65054	01-00180	City of Yukon (BankOne)PW	tires for city vehicles	2/2016	Goodyr 255-1006563	591.44
			tires for city vehicles	2/2016	Goodyr 255-1006581	333.38
			tires for city vehicles	2/2016	Southern 47173893	202.36
16-65208	01-00180	City of Yukon (BankOne)PW	cng fuel for city vehicle	2/2016	Loves 82637	17.10
			cng fuel for city vehicle	2/2016	Loves 83246	14.77
			cng fuel for city vehicle	2/2016	Love's 87180	17.92
			cng fuel for city vehicle	2/2016	OnCue 8242	13.27
16-65274	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	2/2016	P&K Equip 2124016	215.34
			parts to repair vehicles	2/2016	Central NH 150920	55.20
			parts to repair vehicles	2/2016	Conrad Fire 504926	165.47
			parts to repair vehicles	2/2016	Gilles Bro 13736	115.54
			parts to repair vehicles	2/2016	Gilles Bro 13201	61.21

FUND: 70 - Water & Sewer Enterprise

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 204		FLEET MAINTENANCE				
16-65437	01-00180	City of Yukon (BankOne)PW	red oil rag rental	2/2016	Clean 50753262	30.18
			uniform cleaning,ren	2/2016	Clean 50753262	19.09
16-65449	01-00180	City of Yukon (BankOne)PW	tires, fee	2/2016	Goodyr 255-1006614	1,182.20
16-65466	01-00180	City of Yukon (BankOne)PW	fuel pump	1/2016	Warren Cat 1-27-16	1,346.62
16-65503	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	2/2016	OReill 0343-162104	49.58
16-65507	01-00180	City of Yukon (BankOne)PW	red oil rag rental	2/2016	Clean 50754380	20.06
			uniform cleaning,ren	2/2016	Clean 50754380	19.09
16-65508	01-00180	City of Yukon (BankOne)PW	belt	2/2016	OReill 0343-160350	9.90
16-65492	01-01352	Safety Pro Products	nitro gloves	2/2016	2796	97.50
16-65501	01-29525	Locke Welding	demurrage	1/2016	R4584	104.00
16-65440	01-30600	Lowe's Companies, Inc.	tee's	2/2016	02830	5.59
DEPARTMENT TOTAL:						5,320.47
FUND TOTAL:						121,314.72

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 301		SANITATION				
16-62820	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	2/2016	NAPA 626309	169.86
16-63915	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	2/2016	OReill 0343-158863	359.99
16-65054	01-00180	City of Yukon (BankOne)PW	tires for city vehicles	2/2016	Goodyr 255-1006617	750.70
			tires for city vehicles	2/2016	Goodyr 255-1006618	1,123.46
16-65274	01-00180	City of Yukon (BankOne)PW	parts to repair vehicles	2/2016	Bruckner 517125CS	449.02
			parts to repair vehicles	2/2016	Cavin Wrec 16-3237	300.00
16-65342	01-00180	City of Yukon (BankOne)PW	Injectors for Sterling	1/2016	Parker's 014788	1,673.84
16-65437	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	2/2016	Clean 50753262	52.98
16-65443	01-00180	City of Yukon (BankOne)PW	Tires, waste fee	2/2016	Goodyr 255-1006615	637.95
16-65507	01-00180	City of Yukon (BankOne)PW	uniform cleaning,ren	2/2016	Clean 50754380	52.98
16-65515	01-53435	United Electronic Recycling	TV Recycling	1/2016	1884	240.00
16-65431	01-57425	Waste Connections of Oklaho	Metal Box Hauling for Jan	2/2016	1605779	330.00
DEPARTMENT TOTAL:						6,140.78
FUND TOTAL:						6,140.78

P.O.#	VENDOR #	NAME	DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 126		T&R-TRAILS PROGRAM GRANT				
16-65380	01-00107	City of Yukon (BankOne)CMD Light Poles		2/2016	Maxwell Sup 337491	190.08
DEPARTMENT TOTAL:						190.08
FUND TOTAL:						190.08
GRAND TOTAL:						439,590.14

Technology Item Listing - March 1, 2016

Item #	Description	Model Number	Serial Number	Department
100178	Dell Latitude D8360 laptop	D830	C1WNLF1	Tech
100156	Dell Latitude ATG-D630	D630	C0NKTF1	Tech
100465	Dell Latittude D520	D520	1HYMB1	Tech
	Linksys Wireless G Print Server	WPS54G	SI4005112847	Tech
	Linksys Wireless G Print Server	WPSM54GV1.1	SP810J307606	Tech
101690	Verizon Mifi 5510L	5510L	990003310397365	Tech
101746	Verizon Mifi 5510L	5510L	990003310395708	Tech
102137	Verizon Mifi 5510L	5510L	990003315960860	Tech
102000	Verizon Mifi 5510L	5510L	990003313625945	Tech



5637 N. Classen Blvd. ▪ Oklahoma City, OK 73118
(405) 842-9200 ▪ (405) 842-9213 Fax

Via Email: dshivers@cityofyukon.gov

If no email, Via Fax: 405-350-8926

February 16, 2016

City of Yukon
Attn: Doug Shivers

Re: Amendment to Gas Sales Agreement (Contract #8476)

Thank you for choosing Clearwater Enterprises, L.L.C. as your natural gas supplier. We would like to renew our services and offer you an Amendment to extend the term of your Agreement. In lieu of your contract automatically extending per the existing Exhibit A-3, we would like to offer an extension through March 31, 2017.

We are also sending an updated Exhibit C-3 which includes Clearwater's current physical address and any contact changes from your previous paperwork.

Enclosed is one (1) unexecuted original of the above referenced Amendment which covers April 1, 2016 through March 31, 2017. Should you require duplicate originals to be sent via mail, please let me know and I will send originals to you. Also enclosed is an updated Cost Savings Analysis that shows savings through December.

Please return one partially executed original to the undersigned by March 6, 2016. Once fully executed, we will provide you with a copy for your files. If we do not receive a signed amendment by March 31, 2016, your contract will automatically extend per the provisions of the existing Exhibit A-3.

We appreciate this opportunity to do business with you. If you have any questions, please contact me at (405) 842-9200 x201.

Sincerely,

Regina Fort

Regina Fort
Vice President of Retail Sales
rfort@clearwaterenterprises.net

AMENDMENT

This Amendment is made and entered into as of April 1, 2016 by and between **Clearwater Enterprises, L.L.C.** ("Seller") and **City of Yukon** ("Buyer").

WITNESSETH:

WHEREAS, Seller and Buyer made and entered into that certain Gas Sales Agreement dated April 1, 2008 (the "Agreement"), Contract #8476; and

WHEREAS, Seller and Buyer wish to amend the Agreement in the manner specified below;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein provided, the Parties hereby agree to amend the Agreement in the following respects only:

- Exhibit(s) A-3, B-2, C-2, and D-2 are hereby deleted in their entirety and the attached Exhibit(s) A-4, B-3, C-3, and D-3 are substituted therefore. All references in the Agreement to Exhibit(s) A-3, B-2, C-2, and D-2 shall be amended to reference Exhibit(s) A-4, B-3, C-3, and D-3.

This Amendment is effective April 1, 2016. Except as expressly amended hereby, all terms, conditions, and provisions of the Agreement, as amended, shall remain in full force and effect.

As evidence of the Parties' agreement to the terms and conditions set forth above, this Amendment is hereby executed by an authorized representative of each Party on the dates shown below.

Seller
Clearwater Enterprises, L.L.C.

Buyer
City of Yukon

By: _____
 Name: Jenny Thompson
 Title: Vice President,
Contract Administration & Gas Control
 Date: _____

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

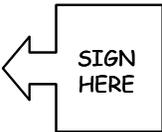


EXHIBIT A-4
TRANSACTION CONFIRMATION

Clearwater Enterprises, L.L.C. ("Seller") and **City of Yukon** ("Buyer") agree to the purchase and sale of natural gas pursuant to this Transaction Confirmation and the general terms and conditions contained in the Gas Sales Agreement dated April 1, 2008 between Buyer and Seller as set forth below:

Term: April 1, 2016 through March 31, 2017; and automatically renewed year to year thereafter unless either Party notifies the other Party in writing at least thirty (30) days prior to the expiration of the stated term or the then current renewal period that the Agreement shall not be renewed.

Facility: **As listed on Exhibit B-3**

Quantity: Full Facility Requirements

Nature of Quantity Obligation: Firm

Price: For all gas delivered by Seller the price Buyer shall pay Seller shall be calculated by adding \$0.50/MMBtu to the Inside FERC's Gas Market Report first of the month index posting for Oneok Gas Transportation LLC, Oklahoma plus a monthly administrative fee of \$50.00/month per Facility. In the event the referenced index posting for Oneok Gas Transportation LLC, Oklahoma is not published for any delivery month, the average of the index postings ANR Pipeline Co., Oklahoma, Natural Gas Pipeline Co. of America, Midcontinent zone, and Panhandle Eastern Pipe Line Co., Texas, Oklahoma (mainline) shall be substituted therefore. Buyer shall have the option to fix a price for a quantity of gas throughout the term of this Agreement at a price which is mutually agreeable to the Parties hereto.

Delivery Point/Point(s) of Sale: Oklahoma Natural Gas Company distribution system receipt point for delivery to the Facility listed above.

Local Distribution Company: Oklahoma Natural Gas Company

EVIDENCE OF AGREEMENT: This Transaction Confirmation documents an oral agreement previously reached by representatives of the Parties. Therefore, although Clearwater Enterprises, L.L.C. would prefer that either this Transaction Confirmation or some other written confirmation be signed and returned by facsimile transmission, or that written confirmation be provided in some other manner, this Transaction Confirmation will be deemed accepted if Clearwater Enterprises, L.L.C. receives no objections within two (2) business days of Clearwater's execution date shown below.

Seller
Clearwater Enterprises, L.L.C.

Buyer
City of Yukon

By: _____
Name: Jenny Thompson
Vice President,
Title: Contract Administration & Gas Control
Date: _____

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



EXHIBIT B-3
Facility Listing and Estimated Monthly Usage

Clearwater Enterprises, L.L.C. ("Seller") and **City of Yukon** ("Buyer") agree to the purchase and sale of natural gas pursuant to any active Transaction Confirmation, this Exhibit B-3, and the general terms and conditions contained in the Gas Sales Agreement dated April 1, 2008 between Buyer and Seller as set forth below:

<u>Facility(ies)</u>														
ONG Contract #	Account Name					ONG Account #	Address							
<u>Estimated Monthly Usage (MMBtus)</u>														
5578	CITY OF YUKON					212709227		1035 Industrial Dr; Yukon, OK 73099-2838						
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Yearly Volume	
	306	273	179	82	23	3	2	2	1	29	142	247	1289	
5579	CITY OF YUKON DIST PLANT					212709250		501 Ash Ave; Yukon, OK 73099-1232						
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Yearly Volume	
	404	358	297	172	111	61	59	54	65	112	213	332	2238	

Estimated Monthly Usage is for informational purposes and defined as historical consumption as represented by Buyer's Local Distribution Company or upon information supplied by Buyer.

EXHIBIT C-3
Seller Addresses and Contacts

This Exhibit C-3 to the Gas Sales Agreement between **Clearwater Enterprises, L.L.C.** ("Seller") and **City of Yukon** ("Buyer"), dated April 1, 2008, is for all purposes made a part of said Agreement.

Main Address:

Clearwater Enterprises, L.L.C.
Address: 5637 N. Classen Blvd.
Oklahoma City, OK 73118
Phone:(405) 842-9200 Fax: (405) 842-9213

Gas Supply Representative:

Attn: Regina Fort
Phone:(405) 842-9200 x201 Fax: (405) 842-9213
Email: rfort@clearwaterenterprises.net

Contractual Notices & Correspondence:

Attn: Jenny Thompson
Address: Same as Main
Phone: (405) 842-9200 x202 Fax: (405) 842-9213
Email: jthompson@clearwaterenterprises.net

Invoices:

Attn: Jeff Geis
Address: Same as Main
Phone: (405) 842-9200 x208 Fax: (405) 418-0129
Email: jgeis@clearwaterenterprises.net

Payments:

Attn: Jeff Geis
Phone: (405) 842-9200 x208 Fax: (405) 418-0129
Email: jgeis@clearwaterenterprises.net

Payment by Wire:

Bank: International Bank of Commerce
1200 San Bernardo St.; Laredo, TX 78040
ABA: 114902528
Account No.: 1601012268
For the Account of: Clearwater Enterprises, L.L.C.
Reference: Oklahoma Account

Payment by ACH:

Bank: International Bank of Commerce
Oklahoma City, OK
ABA: 303072793
Account No.: 1601012268
For the Account of: Clearwater Enterprises, L.L.C.

Payment by Check:

Clearwater Enterprises, L.L.C.
PO Box 26706, Section 109
Oklahoma City, OK 73126-0706

EXHIBIT D-3
Buyer Addresses and Contacts

This Exhibit D-3 to the Gas Sales Agreement between **Clearwater Enterprises, L.L.C.** ("Seller") and **City of Yukon** ("Buyer"), dated April 1, 2008, is for all purposes made a part of said Agreement.

Main Address:

City of Yukon
Address: 500 W Main Street
Yukon, OK 73099
Phone: 405-354-1895
Fax: 405-350-8926

Marketing Representative:

Attn: Doug Shivers
Phone: 405-354-1895
Fax: 405-350-8926
Email: dshivers@cityofyukon.gove

Contractual Notices & Correspondence:

Attn: Doug Shivers
Address: 500 W Main Street
Yukon, OK 73099
Phone: 405-354-1895
Fax: 405-350-8926
Email: dshivers@cityofyukon.gove

Invoices and Payments:

Attn: Accounts Payable
Address: 500 W Main Street
Yukon, OK 73099
Phone: 405-354-1895
Fax: 405-350-8926
Email:

ONG PIPELINE COST OF GAS vs. CWE COST OF GAS

01/2015 - 12/2015

City of Yukon

Prod Month	Loc #	Location Name	ONG Pipeline Cost of Gas	CWE Cost of Gas	Savings/Dth	Dth/Month	Monthly Savings
01/15	5578	City of Yukon 5578	\$ 4.8200	\$ 3.5200	\$ 1.3000	282	\$366.60
01/15	5578	City of Yukon 5578	\$ 0.0000	\$ 0.0000	\$ 0.0000	0	\$(50.00)
02/15	5578	City of Yukon 5578	\$ 0.0000	\$ 0.0000	\$ 0.0000	0	\$(50.00)
02/15	5578	City of Yukon 5578	\$ 4.5410	\$ 3.1100	\$ 1.4310	275	\$393.53
03/15	5578	City of Yukon 5578	\$ 5.0350	\$ 3.1300	\$ 1.9050	99	\$188.60
03/15	5578	City of Yukon 5578	\$ 0.0000	\$ 0.0625	\$ 0.0000	0	\$(6.19)
03/15	5578	City of Yukon 5578	\$ 0.0000	\$ 0.0000	\$ 0.0000	0	\$(50.00)
04/15	5578	City of Yukon 5578	\$ 0.0000	\$ 0.0000	\$ 0.0000	0	\$(50.00)
04/15	5578	City of Yukon 5578	\$ 4.5380	\$ 2.9000	\$ 1.6380	10	\$16.38
05/15	5578	City of Yukon 5578	\$ 4.4510	\$ 2.7400	\$ 1.7110	1	\$1.71
05/15	5578	City of Yukon 5578	\$ 0.0000	\$ 0.0000	\$ 0.0000	0	\$(50.00)
06/15	5578	City of Yukon 5578	\$ 0.0000	\$ 0.0000	\$ 0.0000	0	\$(50.00)
06/15	5578	City of Yukon 5578	\$ 4.4530	\$ 3.1100	\$ 1.3430	2	\$2.69
07/15	5578	City of Yukon 5578	\$ 5.1090	\$ 3.0700	\$ 2.0390	2	\$4.08
07/15	5578	City of Yukon 5578	\$ 0.0000	\$ 0.0000	\$ 0.0000	0	\$(50.00)
08/15	5578	City of Yukon 5578	\$ 5.1570	\$ 3.1200	\$ 2.0370	2	\$4.07
08/15	5578	City of Yukon 5578	\$ 0.0000	\$ 0.0000	\$ 0.0000	0	\$(50.00)
09/15	5578	City of Yukon 5578	\$ 5.1860	\$ 2.8800	\$ 2.3060	1	\$2.31
09/15	5578	City of Yukon 5578	\$ 0.0000	\$ 0.0000	\$ 0.0000	0	\$(50.00)
10/15	5578	City of Yukon 5578	\$ 0.0000	\$ 0.0000	\$ 0.0000	0	\$(50.00)
10/15	5578	City of Yukon 5578	\$ 3.9430	\$ 2.8800	\$ 1.0630	5	\$5.32
11/15	5578	City of Yukon 5578	\$ 0.0000	\$ 0.0000	\$ 0.0000	0	\$(50.00)
11/15	5578	City of Yukon 5578	\$ 3.2230	\$ 2.3800	\$ 0.8430	38	\$32.03
12/15	5578	City of Yukon 5578	\$ 0.0000	\$ 0.1258	\$ 0.0000	0	\$(23.89)
12/15	5578	City of Yukon 5578	\$ 0.0000	\$ 0.0000	\$ 0.0000	0	\$(50.00)
12/15	5578	City of Yukon 5578	\$ 3.4500	\$ 2.5800	\$ 0.8700	190	\$165.30

Savings for City of Yukon 5578

\$552.54

01/15	5579	City of Yukon 5579	\$ 0.0000	\$ 0.0000	\$ 0.0000	0	\$(50.00)
01/15	5579	City of Yukon 5579	\$ 4.8200	\$ 3.5200	\$ 1.3000	382	\$496.60
02/15	5579	City of Yukon 5579	\$ 4.5410	\$ 3.1100	\$ 1.4310	358	\$512.30
02/15	5579	City of Yukon 5579	\$ 0.0000	\$ 0.0000	\$ 0.0000	0	\$(50.00)
03/15	5579	City of Yukon 5579	\$ 0.0000	\$ 0.0000	\$ 0.0000	0	\$(50.00)
03/15	5579	City of Yukon 5579	\$ 5.0350	\$ 3.1300	\$ 1.9050	301	\$573.41
03/15	5579	City of Yukon 5579	\$ 0.0000	\$ 0.0625	\$ 0.0000	0	\$(18.81)
04/15	5579	City of Yukon 5579	\$ 0.0000	\$ 0.0000	\$ 0.0000	0	\$(50.00)
04/15	5579	City of Yukon 5579	\$ 4.5380	\$ 2.9000	\$ 1.6380	147	\$240.79
05/15	5579	City of Yukon 5579	\$ 0.0000	\$ 0.0000	\$ 0.0000	0	\$(50.00)
05/15	5579	City of Yukon 5579	\$ 4.4510	\$ 2.7400	\$ 1.7110	133	\$227.56
06/15	5579	City of Yukon 5579	\$ 4.4530	\$ 3.1100	\$ 1.3430	69	\$92.67
06/15	5579	City of Yukon 5579	\$ 0.0000	\$ 0.0000	\$ 0.0000	0	\$(50.00)
07/15	5579	City of Yukon 5579	\$ 5.1090	\$ 3.0700	\$ 2.0390	69	\$140.69
07/15	5579	City of Yukon 5579	\$ 0.0000	\$ 0.0000	\$ 0.0000	0	\$(50.00)
08/15	5579	City of Yukon 5579	\$ 5.1570	\$ 3.1200	\$ 2.0370	55	\$112.04
08/15	5579	City of Yukon 5579	\$ 0.0000	\$ 0.0000	\$ 0.0000	0	\$(50.00)
09/15	5579	City of Yukon 5579	\$ 0.0000	\$ 0.0000	\$ 0.0000	0	\$(50.00)
09/15	5579	City of Yukon 5579	\$ 5.1860	\$ 2.8800	\$ 2.3060	56	\$129.14
10/15	5579	City of Yukon 5579	\$ 0.0000	\$ 0.0000	\$ 0.0000	0	\$(50.00)
10/15	5579	City of Yukon 5579	\$ 3.9430	\$ 2.8800	\$ 1.0630	113	\$120.12
11/15	5579	City of Yukon 5579	\$ 0.0000	\$ 0.0000	\$ 0.0000	0	\$(50.00)
11/15	5579	City of Yukon 5579	\$ 3.2230	\$ 2.3800	\$ 0.8430	132	\$111.28
12/15	5579	City of Yukon 5579	\$ 3.4500	\$ 2.5800	\$ 0.8700	241	\$209.67



ONG PIPELINE COST OF GAS vs. CWE COST OF GAS

01/2015 - 12/2015

12/15	5579	City of Yukon 5579	\$ 0.0000	\$ 0.0000	\$ 0.0000	0	\$(50.00)
12/15	5579	City of Yukon 5579	\$ 0.0000	\$ 0.1258	\$ 0.0000	0	\$(30.31)
Savings for City of Yukon 5579							\$2,317.15
Savings for City of Yukon							\$2,869.69

*** If you have any questions please contact: Jeff Geis (jgeis@clearwaterenterprises.net)





PARK ADMINISTRATION

DATE: February 18, 2016
FROM: Jan Scott
TO: Tammy DeSpain
RE: Sports Contracts/Council Agenda March 1, 2016

MEMORANDUM

- A. Yukon Horseshoe Club use of the City Park Horseshoe Courts from February 17, 2016 through October 30, 2016.
B. Yukon Christian Athletic Association use of the Hilcrest Park softball field from February 17, 2016 through August 30, 2016 and Sunrise Park from July 1, 2016 through August 30 2016.
C. Yukon BMX Club use of the BMX track at Taylor Park from February 17, 2016 through February 17, 2017.
D. Oklahoma Nitro Club use of the RC car track at Taylor Park from February 17, 2016 through February 17, 2017.
E. United Softball Association of Yukon use of the softball fields at Sunrise Park from February 17, 2016 through October 30, 2016.
F. Yukon Optimist Sports Club use of the City Park baseball fields from February 17, 2016 through July 2, 2016.
G. Yukon Soccer Club use of the soccer fields at Ranchwood and Taylor from February 17, 2016 through December 31, 2016.

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

This agreement is made and entered into this day of February 17, 2016 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 Horseshoe 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”: **Yukon City Park**
2. **Duration of Permit:** This permit shall be effective and the Organization shall be permitted to use the Leased Premises from February 17, 2016 through October 30, 2016 according to the following schedule: according to the following schedule: 6:00 p.m.-12:00 a.m. Tuesdays & 8:00 am to 12:00 a.m. on Scheduled Tournament Dates.
3. **Use of leased Premises:** The Organization shall be permitted to use the Leased Premises for the following activity or activities: Horseshoe league and tournaments

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. **Security and Site Selection:** Organization will be responsible for providing security in addition to normal city police as needed. Organization agrees to follow the direction and instructions of the Parks and Recreation Director in regard to area assignment for parking, exhibits, or any other activities or functions associated with this permit.
6. **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.
7. **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. Organization agrees to keep area surrounding the facility neat and orderly, storing all materials and supplies out of view of the general public.

8. **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.
9. **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 the Organization as the insured and the City as the additionally 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:
 - \$1,000,000.00** each person

 - \$1,000,000.00** each accident

 - \$1,000,000.00** property damage

A copy of the insurance policy shall be furnished to the City prior to the commencement of the permit period.

10. **Risk Management Policy:** It is expressly understood and agreed that this agreement is subject to the Risk Management Policy of the City of Yukon.
11. **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.
12. **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.
13. **Non-Discrimination:** Organization and its employees shall not discriminate because of race, religion, color, sex orientation, origin, against any person by refusing to furnish such person any accommodation, facility service or privilege offered to or enjoyed by the general public.
14. **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.
15. **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.
16. **Professional conduct:** Organization, his employees, associates and guests will conduct his or her

activity in a professional manner at all times. 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.

17. **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.

18. **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.

Paul MacLennan
Yukon Horseshoe Club President

2-17-16
Date

Jim Scott
Yukon Parks and Recreation Director

2-18-16
Date

Joe Edwards
Chairman, Yukon Park Board

2-17-16
Date

Mayor, City of Yukon

Date

ATTEST: City Clerk

Date

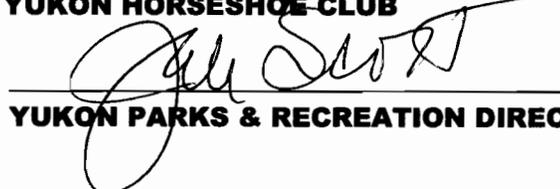
**ADDENDUM A
CITY OF YUKON
PARKS AND RECREATION DEPARTMENT
USE AGREEMENT**

**The Yukon Horseshoe Club desires to use the following facilities:
(Organization)**

OWNERSHIP: City of Yukon
FACILITY: Yukon City Park
AREA INVOLVED: Horseshoe Courts
LOCATION: 2200 South Holly Ave. Yukon, OK.
DAYS OF WEEK: Tuesdays & Tournament dates
HOURS: 6:00 p.m.-11:00 p.m. & Tournament Times 8:00 am to 11:00 p.m.
BEGINNING DATE: February 17, 2016
ENDING DATE: October 30, 2016
ACTIVITY: Horseshoe League & Tournaments
**ORGANIZATIONAL-
CONTACT PERSON:** Roy A. Privott
ADDRESS: 1 Cypress Yukon, OK
PHONE: 354-3812

MAINTENANCE RESPONSIBILITIES:	OWNER	ORGANIZATION
UTILITY BILLS	<u> X </u>	<u> </u>
MINOR REPAIRS (FENCING, LIGHTS, ETC...)	<u> X </u>	<u> </u>
TRASH COLLECTION ON GROUNDS	<u> X </u>	<u> X </u>
MOWING (INSIDE & OUTSIDE OF FENCES)	<u> X </u>	<u> </u>
RAKING, WATERING, LINING	<u> </u>	<u> X </u>
RESTROOMS	<u> X </u>	<u> </u>
LIABILITIES	<u> </u>	<u> X </u>
SUPERVISOR (AMOUNT OF FEE)	<u> </u>	<u> X </u>

We have read the policies of the owners involved and fully understand the agreements set forth in this contract. We agree to abide by them and to be responsible for payment of all fees and damages to property not including wear and tear.

APPROVED:	 _____ YUKON HORSESHOE CLUB	<u> 2-17-16 </u> DATE
	 _____ YUKON PARKS & RECREATION DIRECTOR	<u> 2-18-16 </u> DATE

CERTIFICATE OF INSURANCE

01/22/2016

PRODUCER

American Specialty Insurance & Risk Services, Inc.
7609 W. Jefferson Boulevard, Suite 100
Fort Wayne, Indiana 46804

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.

INSURED

National Horseshoe Pitchers Association, Yukon Horseshoe Club
100 Bluestem Way
Wentzville, MO 63385

INSURERS AFFORDING COVERAGE

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

CERT NUMBER: 1001277553

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 CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	POLICY TYPE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION	LIMITS	
A	GL	ASG089782901	12/31/2015 12:01 a.m.	12/31/2016 12:01 a.m.	General Aggregate	5,000,000
					Products-Completed Operations Aggregate	5,000,000
					Personal and Advertising Injury	1,000,000
					Each Occurrence	1,000,000
					Damage to Premises Rented to You (Any One Premises)	1,000,000
					Medical Expense Limit (Any One Person)	Exclude
A	XS	ASX089783201	12/31/2015 12:01 a.m.	12/31/2016 12:01 a.m.	Each Occurrence	1,000,000
					Products-Completed Operations Aggregate	1,000,000
					General Aggregate	1,000,000

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

- The Certificate Holder is only an Additional Insured with respect to liability caused by the negligence of the Named Insured as per Form GXAL 428 Additional Insured - Certificate Holder but only with respect to NHPA SANCTIONED EVENTS EFFECTIVE 1-22-16 .

CERTIFICATE HOLDER

CITY OF YUKON PARKS AND RECREATION DEPARTMENT
532 W MAIN STREET
YUKON, OK 73099

CANCELLATION

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

Drew Smith



PARK ADMINISTRATION

DATE: February 18, 2016
FROM: Jan Scott
TO: Tammy DeSpain
RE: Sports Contracts/Council Agenda March 1, 2016

MEMORANDUM

- A. Yukon Horseshoe Club use of the City Park Horseshoe Courts from February 17, 2016 through October 30, 2016.
B. Yukon Christian Athletic Association use of the Hilcrest Park softball field from February 17, 2016 through August 30, 2016 and Sunrise Park from July 1, 2016 through August 30 2016.
C. Yukon BMX Club use of the BMX track at Taylor Park from February 17, 2016 through February 17, 2017.
D. Oklahoma Nitro Club use of the RC car track at Taylor Park from February 17, 2016 through February 17, 2017.
E. United Softball Association of Yukon use of the softball fields at Sunrise Park from February 17, 2016 through October 30, 2016.
F. Yukon Optimist Sports Club use of the City Park baseball fields from February 17, 2016 through July 2, 2016.
G. Yukon Soccer Club use of the soccer fields at Ranchwood and Taylor from February 17, 2016 through December 31, 2016.

**CITY OF YUKON
PARKS AND RECREATION DEPARTMENT
USE AGREEMENT**

This agreement is made and entered into this day of February 17, 2016 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 Christian Athletic Association** 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”: **Hilcrest Softball Fields/Sunrise Softball Fields**
2. **Duration of Permit:** This permit shall be effective and the Organization shall be permitted to use the Leased Premises Hilcrest Softball Fields from **February 17, 2016 through August 30, 2016 and Sunrise Softball Fields July 1 through August 30** according to the following schedule: **Monday – Friday from 6:00p – 11:30p. Saturday and Sunday 7:00 a.m. - 12:00 a.m. Additional scheduling must be approved by the Parks & Recreation Director, at least one month prior to the event.**
3. **Use of leased Premises:** The Organization shall be permitted to use the Leased Premises for the following activity or activities: **Adult Church League Softball**

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

7. **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.
8. **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. Organization agrees to keep area surrounding the facility neat and orderly, storing all materials and supplies out of view of the general public.
9. **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.
10. **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 the Organization as the insured and the City as the additionally 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:
 - \$1,000,000.00** each person
 - \$1,000,000.00** each accident
 - \$1,000,000.00** property damage

A copy of the insurance policy shall be furnished to the City prior to the commencement of the permit period.

11. **Risk Management Policy:** It is expressly understood and agreed that this agreement is subject to the Risk Management Policy of the City of Yukon.
12. **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.
13. **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.
14. **Non-Discrimination:** Organization and its employees shall not discriminate because of race, religion, color, sex orientation, origin, against any person by refusing to furnish such person any accommodation, facility service or privilege offered to or enjoyed by the general public.

- 15. **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.
- 16. **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.
- 17. **Professional conduct:** Organization, his employees, associates and guests will conduct his or her activity in a professional manner at all times. 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.
- 18. **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.
- 19. **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.

Dale Ellison
 Yukon Christian Athletic Association President

2-17-16
 Date

Jim Scott
 Yukon Parks and Recreation Director

2-18-16
 Date

Joe Edwards
 Chairman, Yukon Park Board

2-17-16
 Date

 Mayor, City of Yukon

 Date

 ATTEST: City Clerk

 Date

**ADDENDUM A
CITY OF YUKON
PARKS AND RECREATION DEPARTMENT
USE AGREEMENT**

The Yukon Christian Athletic Association desires to use the following facilities:
(Organization)

OWNERSHIP: City of Yukon
FACILITY: Hilcrest Softball Fields
AREA INVOLVED: Softball Fields
LOCATION: 425 Cornwell
DAYS OF WEEK: Monday - Friday Saturday and Sunday
HOURS: 6:00 p.m. - 11:30 p.m. 7:00 a.m. - 12:00 a.m.
BEGINNING DATE: Feb. 17, 2016
ENDING DATE: August 30, 2016
ACTIVITY: Adult Softball Leagues
**ORGANIZATIONAL-
CONTACT PERSON:** Dale Ellison
ADDRESS: 804 Victoria Drive Yukon, OK 73099
PHONE: Work 235-2695 Home 354-9490

MAINTENANCE RESPONSIBILITIES:	OWNER	ORGANIZATION
UTILITY BILLS	<u>X</u>	_____
MINOR REPAIRS (FENCING, LIGHTS, ETC...)	<u>X</u>	_____
JANITOR	<u>X</u>	_____
TRASH COLLECTION ON GROUNDS	<u>X</u>	<u>X</u>
MOWING	<u>X</u>	_____
DRAGGING FIELD	<u>X</u>	_____
RAKING, WATERING, LINING	_____	<u>X</u>
RESTROOMS	<u>X</u>	<u>X</u>
CONCESSIONS	_____	<u>X</u>
LIABILITIES	_____	<u>X</u>
SUPERVISOR (AMOUNT OF FEE)	_____	<u>X</u>

We have read the policies of the owners involved and fully understand the agreements set forth in this contract. We agree to abide by them and to be responsible for payment of all fees and damages to property not including wear and tear.

APPROVED: Dale Ellison
YUKON CHRISTIAN ATHLETIC ASSOC. PRES.

2-17-16
DATE

Jewett
PARKS & RECREATION DIRECTOR

2-18-16
DATE

CERTIFICATE OF INSURANCE		Issue Date: 1/27/2016					
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: EPIC Brokers License No. OB29370 P.O.Box 13847 Sacramento CA 95853 888-880-3602					INSURERS AFFORDING COVERAGE INSURER A: Scottdale Insurance Company INSURER B: Scottdale Insurance Company INSURER C: INSURER D: INSURER E:		
Insured: United States Specialty Sports Association 611 Line Drive Kissimmee, FL 34744 800-741-3014							
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. 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 INSD	SUBR WVD	Policy Number	Policy Effective Date	Policy Expiration Date	Limits
A	Commercial General Liability Occurrence Basis	Y	N	KRS0000005907000	1/1/2016	1/1/2017	Each Occurrence \$2,000,000 Damage to Rented Premises(ea occ) \$300,000 Med Exp (any one person) \$ Excluded General Aggregate \$ None Personal and Adv Injury \$2,000,000 Products - Comp/OP Agg \$2,000,000 Participant Legal Liability \$2,000,000
B	Excess Liability	Y	N	XKS0000005907100	1/1/2016	1/1/2017	Each Occurrence \$1,000,000 Aggregate \$1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule may be attached if more space is required) Coverage includes amateur play and practice in the insured sport for : City of Yukon OK/YCAA The Field/Facility Owner shown as the certificate holder shall be an additional insured but only with respects to liability caused by the negligent acts or omissions of the named insured and only with respects to losses resulting from amateur play and practice during USSSA sanctioned activities occurring between the coverage effective date listed below and the policy expiration date.							
Certificate Holder:				Coverage Effective Date: 1/27/2016 11:17:00 AM			
City of Yukon OK/YCAA Dale Ellison 2200 S Holly Yukon OK 73099					CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
Certificate # USSSA-277542				Authorized Representatives: <input checked="" type="checkbox"/>			



PARK ADMINISTRATION

DATE: February 18, 2016
FROM:  Jan Scott
TO: Tammy DeSpain
RE: Sports Contracts/Council Agenda March 1, 2016

MEMORANDUM

- A. Yukon Horseshoe Club use of the City Park Horseshoe Courts from February 17, 2016 through October 30, 2016.
- B. Yukon Christian Athletic Association use of the Hilcrest Park softball field from February 17, 2016 through August 30, 2016 and Sunrise Park from July 1, 2016 through August 30 2016.
- C. Yukon BMX Club use of the BMX track at Taylor Park from February 17, 2016 through February 17, 2017.
- D. Oklahoma Nitro Club use of the RC car track at Taylor Park from February 17, 2016 through February 17, 2017.
- E. United Softball Association of Yukon use of the softball fields at Sunrise Park from February 17, 2016 through October 30, 2016.
- F. Yukon Optimist Sports Club use of the City Park baseball fields from February 17, 2016 through July 2, 2016.
- G. Yukon Soccer Club use of the soccer fields at Ranchwood and Taylor from February 17, 2016 through December 31, 2016.

**CITY OF YUKON
PARKS AND RECREATION DEPARTMENT
USE AGREEMENT**

This agreement is made and entered into this day of February 17, 2016 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”: **BMX track at 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 **date of February 17, 2016 through February 17, 2017** according to the following schedule:
Monday through Sunday 8:00 am – 12:00 am
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 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:** City 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.
6. **Security and Site Selection:** Organization will be responsible for providing security in addition to normal city police as needed. Organization agrees to follow the direction and instructions of the Parks and Recreation Director in regard to area assignment for parking, exhibits, or any other activities or functions associated with this permit.
7. **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.

8. **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 each event, activity or use. Furthermore, the organization will be responsible for maintaining the grounds, and surrounding area aesthetically pleasing, free of trash, debris and the like. All materials stored on site shall be stored out of site of the general public, in a neat and orderly fashion.
9. **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.
10. **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 the Organization as the insured and the City as the additional 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:
 - \$1,000,000.00** each person

 - \$1,000,000.00** each accident

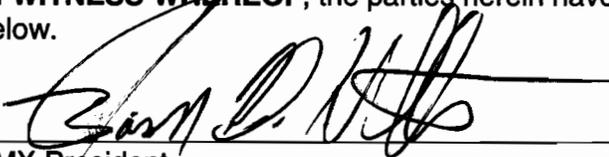
 - \$1,000,000.00** property damage

The Organization must provide insurance policy to the Yukon Parks & Recreation Department before this contract is valid.
11. **Risk Management Policy:** It is expressly understood and agreed that this agreement is subject to the Risk Management Policy of the City of Yukon.
12. **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.
13. **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.
14. **Non-Discrimination:** Organization and its employees shall not discriminate because of race, religion, color, sex orientation, origin, against any person by refusing to furnish such person any accommodation, facility service or privilege offered to or enjoyed by the general public.
15. **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.

- 16. **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.
- 17. **Professional conduct:** Organization members, guests, employees and associates will conduct his or her activity in a professional manner at all times. Any incident of an unprofessional nature that could jeopardize the image or reflect adversely on the City of Yukon, or its holdings, can and will be considered grounds for termination.
- 18. **Safety:** Each organization is responsible for providing information concerning appropriate safety equipment, relating to each activity, 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.



BMX President

2/17/16
Date



Yukon Parks and Recreation Director

2/18-16
Date



Chairman, Yukon Park Board

2-17-16
Date

Mayor, City of Yukon

Date

ATTEST: City Clerk

Date

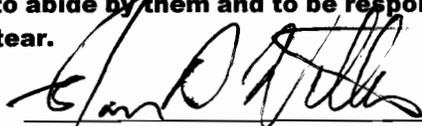
**ADDENDUM A
CITY OF YUKON
PARKS AND RECREATION DEPARTMENT
USE AGREEMENT**

The Yukon BMX desires to use the following facilities:

OWNERSHIP: City of Yukon
FACILITY: Lewis Carroll Taylor Park
AREA INVOLVED: BMX Track, concession buildings and bathrooms
LOCATION: 401 N. 11th
DAYS OF WEEK: Monday thru Sunday
HOURS: 8:00 am - 12:00 am
BEGINNING DATE: February 17, 2016
ENDING DATE: February 17, 2017
ACTIVITY: BMX Bike Track
**ORGANIZATIONAL-
CONTACT PERSON:** Jason Willey
ADDRESS: 11512 Hackney Lane
 Yukon, Ok 73099
PHONE: Cell 1-936-499-7438

MAINTENANCE RESPONSIBILITIES:	OWNER	ORGANIZATION
UTILITY BILLS	<u> X </u>	<u> </u>
MINOR REPAIRS (Fencing, lights, etc...)	<u> X </u>	<u> X </u>
TRASH COLLECTION ON GROUNDS	<u> X </u>	<u> X </u>
MOWING OUTSIDE OF FENCE	<u> X </u>	<u> </u>
MOWING INSIDE FENCE	<u> </u>	<u> X </u>
FENCE REPAIR	<u> </u>	<u> X </u>
DRAGGING TRACK	<u> </u>	<u> X </u>
RAKING, WATERING, LINING	<u> </u>	<u> X </u>
RESTROOMS	<u> </u>	<u> X </u>
CONCESSIONS	<u> </u>	<u> X </u>
LIABILITIES	<u> </u>	<u> X </u>

We have read the policies of the owners involved and fully understand the agreements set forth in this contract. We agree to abide by them and to be responsible for payment of all fees and damages to property not including wear and tear.

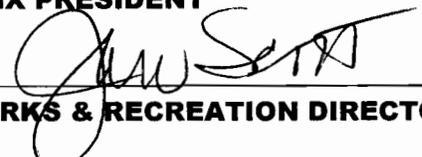


BMX PRESIDENT

2/17/16

DATE

APPROVED:



PARKS & RECREATION DIRECTOR

2-18-16

DATE

Client#: 1067930

AMERIBIC1

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/20/2015

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 USI Insurance Services LLC-CL 2201 E. Camelback Rd Suite 220A Phoenix, AZ 85016 602 279-5800	CONTACT NAME: PHONE (A/C, No, Ext): 602-279-5800		FAX (A/C, No): 602-279-5899
	E-MAIL ADDRESS: phxCertificate.Request@usi.biz		
INSURED American Bicycle Association dba: USA BMX P.O. Box 718 Chandler, AZ 85244	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Philadelphia Indemnity Insuranc		18058
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		

COVERAGES **CERTIFICATE NUMBER:** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Ded: \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			PHPK1296554	03/01/2015	03/01/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$Excluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 Abuse/Molest \$1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1296554	03/01/2015	03/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			PHUB490332	03/01/2015	03/01/2016	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

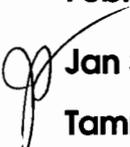
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder and any other entities listed below are listed as additional insured under the General Liability on a primary & Non Contributory Basis including waiver of subrogation with respect to the American Bicycle Association/USA BMX sanctioned events/competitions/practices and other operations conducted by American Bicycle Association/USA BMX track operators on behalf of the American Bicycle Association/USA BMX.
Re: Yukon BMX Raceway

CERTIFICATE HOLDER City of Yukon 532 W Main St Yukon, OK 73099	CANCELLATION 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 <i>William W. Plehon</i>

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PARK ADMINISTRATION

DATE: February 18, 2016
FROM:  Jan Scott
TO: Tammy DeSpain
RE: Sports Contracts/Council Agenda March 1, 2016

MEMORANDUM

- A. Yukon Horseshoe Club use of the City Park Horseshoe Courts from February 17, 2016 through October 30, 2016.**
- B. Yukon Christian Athletic Association use of the Hilcrest Park softball field from February 17, 2016 through August 30, 2016 and Sunrise Park from July 1, 2016 through August 30 2016.**
- C. Yukon BMX Club use of the BMX track at Taylor Park from February 17, 2016 through February 17, 2017.**
- D. Oklahoma Nitro Club use of the RC car track at Taylor Park from February 17, 2016 through February 17, 2017.**
- E. United Softball Association of Yukon use of the softball fields at Sunrise Park from February 17, 2016 through October 30, 2016.**
- F. Yukon Optimist Sports Club use of the City Park baseball fields from February 17, 2016 through July 2, 2016.**
- G. Yukon Soccer Club use of the soccer fields at Ranchwood and Taylor from February 17, 2016 through December 31, 2016.**

**CITY OF YUKON
PARKS AND RECREATION DEPARTMENT
USE AGREEMENT**

This agreement is made and entered into this day of February 17, 2016 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, Radio Controlled Car Racing Track hereinafter referred to as the "Leased Premises": Lewis Carroll Taylor Park.
2. **Duration of Permit:** This permit shall be effective and the Organization shall be permitted to use the Leased Premises from **February 17, 2016 through February 17, 2017** according to the following schedule:
Monday through Sunday 8:00 am – 12:00am
3. **Use of leased Premises:** The Organization shall be permitted to use the Leased Premises for the following activity or activities: **Radio Controlled Car Racing**
4. 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.
5. **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.
6. **Utilities:** Organization shall be responsible for the payment of all utility charges incurred at said Leased Premises. No electrical, telephone or other services shall be altered, extended, or added without prior written approval of the Parks and Recreation Director.
7. **Security and Site Selection:** Organization will be responsible for providing security in addition to normal city police as needed. Organization agrees to follow the direction and instructions of the Parks and Recreation Director in regard to area assignment for parking, exhibits, or other activities or functions associated with this permit.
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. Organization further agrees to supply bank statements for the organization upon request of the Park Board.

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 each event, activity or use. Organization agrees to keep area surrounding the facility neat and orderly, storing all materials and supplies out of view of the general public.
10. **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.
11. **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 the Organization as the insured and the City as the additional 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:

\$1,000,000.00 each person

\$1,000,000.00 each accident

\$1,000,000.00 property damage

A copy of the insurance policy shall be furnished to the City prior to the commencement of the permit period.

12. **Risk Management Policy:** It is expressly understood and agreed that this agreement is subject to the Risk Management Policy of the City of Yukon.
13. **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.
14. **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.
15. **Non-Discrimination:** Organization and its employees shall not discriminate because of race, religion, color, sex orientation, origin, against any person by refusing to furnish such person any accommodation, facility service or privilege offered to or enjoyed by the general public.
16. **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.

- 17. **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.
- 18. **Professional conduct:** Organization members, guests, employees and associates will conduct his or her activity in a professional manner at all times.. Any incident of an unprofessional nature that could jeopardize the image or reflect adversely on the City of Yukon, or its holdings, can and will be considered grounds for termination.
- 19. **Safety:** Each organization is responsible for providing information concerning appropriate safety equipment, relating to each activity, 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.



Oklahoma Nitro Club, Representative

2/17/16

Date



Yukon Parks and Recreation Director

2-18-16

Date



Chairman, Yukon Park Board

2-17-16

Date

Mayor, City of Yukon

Date

ATTEST: City Clerk

Date

**ADDENDUM A
CITY OF YUKON
PARKS AND RECREATION DEPARTMENT
USE AGREEMENT**

The Oklahoma Nitro Club desires to use the following facilities:

OWNERSHIP: City of Yukon
FACILITY: Lewis Carroll Taylor Park
AREA INVOLVED: RC Car Racing Track and Observation Building
LOCATION: 401 N. 11th
DAYS OF WEEK: Monday thru Sunday
HOURS: 8:00 a.m-12:00 a.m.
BEGINNING DATE: February 17, 2016
ENDING DATE: February 17, 2017
ACTIVITY: Radio Controlled Car Racing
ORGANIZATIONAL-CONTACT PERSON: Joe Madore/Jon Wright
ADDRESS:
PHONE:

<u>MAINTENANCE RESPONSIBILITIES:</u>	<u>OWNER</u>	<u>ORGANIZATION</u>
UTILITY BILLS	_____	<u> X </u>
MINOR REPAIRS	<u> X </u>	_____
TRASH COLLECTION ON GROUNDS	_____	<u> X </u>
MOWING (Outside of fenced in area)	<u> X </u>	_____
MOWING (Inside of fenced in area)	_____	<u> X </u>
PERIMETER FENCE REPAIR	_____	<u> X </u>
DRAGGING TRACK	_____	<u> X </u>
RAKING, WATERING, LINING	_____	<u> X </u>
RESTROOMS	<u> NA </u>	<u> NA </u>
CONCESSIONS	<u> NA </u>	<u> NA </u>
LIABILITIES	_____	<u> X </u>

We have read the policies of the owners involved and fully understand the agreements set forth in this contract. We agree to abide by them and to be responsible for payment of all fees and damages to property not including normal wear and tear.

APPROVED: _____
 OKLAHOMA NITRO CLUB PRESIDENT

 PARKS & RECREATION DIRECTOR

2/12/16
 DATE
2-18-16
 DATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/06/2016

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).

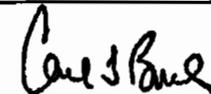
PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 10200
INSURED Oklahoma Nitro Club 425B N 11th St Yukon OK 73099		

COVERAGES **CERTIFICATE NUMBER:** **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			UDC-1525634-CGL-16	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg. \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION 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 



PARK ADMINISTRATION

DATE: February 18, 2016
FROM: Jan Scott
TO: Tammy DeSpain
RE: Sports Contracts/Council Agenda March 1, 2016

MEMORANDUM

- A. Yukon Horseshoe Club use of the City Park Horseshoe Courts from February 17, 2016 through October 30, 2016.
B. Yukon Christian Athletic Association use of the Hilcrest Park softball field from February 17, 2016 through August 30, 2016 and Sunrise Park from July 1, 2016 through August 30 2016.
C. Yukon BMX Club use of the BMX track at Taylor Park from February 17, 2016 through February 17, 2017.
D. Oklahoma Nitro Club use of the RC car track at Taylor Park from February 17, 2016 through February 17, 2017.
E. United Softball Association of Yukon use of the softball fields at Sunrise Park from February 17, 2016 through October 30, 2016.
F. Yukon Optimist Sports Club use of the City Park baseball fields from February 17, 2016 through July 2, 2016.
G. Yukon Soccer Club use of the soccer fields at Ranchwood and Taylor from February 17, 2016 through December 31, 2016.

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

This agreement is made and entered into this day of February 17, 2016 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 **United Softball Association of Yukon** 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": **Sunrise Park Softball Fields**
2. **Duration of Permit:** This permit shall be effective and the Organization shall be permitted to use the Leased Premises from **February 17, 2016 through October 30, 2016** according to the following schedule:
February 17 through October 30, 2016
Monday through Friday 5:00 p.m.-12:00 a.m.
Saturday and Sunday 8:00 a.m.-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: **Youth girls softball games and practice**

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. **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, exhibits, or any other activities or functions associated with this permit.
6. **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.
7. **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. Organization agrees to keep area surround the facility neat and orderly, storing all materials and supplies out of view of the general public.

8. **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.
9. **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~~ the Organization as the insured and the City as the additionally 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:

\$1,000,000.00 each person

\$1,000,000.00 each accident

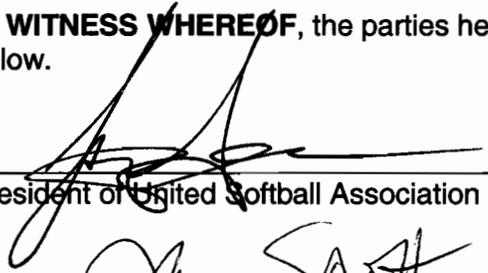
\$1,000,000.00 property damage

A copy of the insurance policy shall be furnished to the City prior to the commencement of the permit period.

- ~~10.~~ **Risk Management Policy:** It is expressly understood and agreed that this agreement is subject to the Risk Management Policy of the City of Yukon. All coaches shall be required to become certified by recognized coaches certification program . It is the responsibility of the Organization to set up said certification clinics for their coaches and require that each coach be certified a week before the season starts.
11. **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.
12. **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.
13. **Non-Discrimination:** Organization and its employees shall not discriminate because of race, religion, color, sex orientation, origin, against any person by refusing to furnish such person any accommodation, facility service or privilege offered to or enjoyed by the general public.
14. **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.

- 15. **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.
- 16. **Professional conduct:** Organization members, his employees, associates, and guests will conduct his or her activity in a professional manner at all times. Any incident of an unprofessional nature that could jeopardize the image or reflect adversely on the City of Yukon, or its holdings, can and will be considered grounds for termination.
- 17. **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.
- 18. **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.



 President of United Softball Association

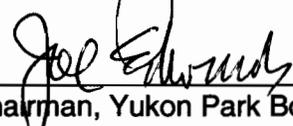
9/17/16

 Date



 Yukon Parks and Recreation Director

 Date



 Chairman, Yukon Park Board

2-17-16

 Date

 Mayor, City of Yukon

 Date

 ATTEST: City Clerk

 Date

**ADDENDUM A
CITY OF YUKON
PARKS AND RECREATION DEPARTMENT
USE AGREEMENT**

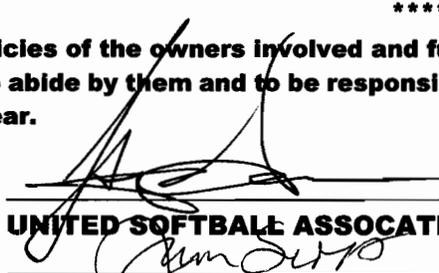
**The United Softball Association of Yukon desires to use the following facilities:
(Organization)**

OWNERSHIP: City of Yukon
FACILITY: Sunrise Park
AREA INVOLVED: Softball Fields
LOCATION: 550 S. Yukon Parkway Yukon, OK.
DAYS OF WEEK: Monday thru Friday Saturdays & Sunday
HOURS: 5:00 p.m.-12:00 am 8:00 a.m.-12:00 am
BEGINNING DATE: February 17, 2016
ENDING DATE: October 30, 2016
ACTIVITY: Youth softball practice and games
**ORGANIZATIONAL-
CONTACT PERSON:**
ADDRESS: Ronnie McClure
 1006 Ranchoak Ct.
 Yukon, OK 73099
PHONE:

MAINTENANCE RESPONSIBILITIES:	OWNER	ORGANIZATION
UTILITY BILLS	<u>X</u>	_____
MINOR REPAIRS (FENCING, LIGHTS, ETC...)	<u>X</u>	_____
TRASH COLLECTION ON GROUNDS	<u>X</u>	<u>X</u>
MOWING	<u>X</u>	_____
DRAGGING FIELD	<u>X</u>	_____
RAKING, WATERING, LINING	_____	<u>X</u>
RESTROOMS	<u>X</u>	<u>X</u>
CONCESSIONS	_____	<u>X</u>
LIABILITIES	_____	<u>X</u>
SUPERVISOR (AMOUNT OF FEE)	_____	<u>X</u>

We have read the policies of the owners involved and fully understand the agreements set forth in this contract. We agree to abide by them and to be responsible for payment of all fees and damages to property not including wear and tear.

APPROVED:



UNITED SOFTBALL ASSOCIATION



YUKON PARKS & RECREATION DIRECTOR

2/17/16

DATE

2-18-16

DATE



PARK ADMINISTRATION

DATE: February 18, 2016
FROM:  Jan Scott
TO: Tammy DeSpain
RE: Sports Contracts/Council Agenda March 1, 2016

MEMORANDUM

- A. Yukon Horseshoe Club use of the City Park Horseshoe Courts from February 17, 2016 through October 30, 2016.
- B. Yukon Christian Athletic Association use of the Hilcrest Park softball field from February 17, 2016 through August 30, 2016 and Sunrise Park from July 1, 2016 through August 30 2016.
- C. Yukon BMX Club use of the BMX track at Taylor Park from February 17, 2016 through February 17, 2017.
- D. Oklahoma Nitro Club use of the RC car track at Taylor Park from February 17, 2016 through February 17, 2017.
- E. United Softball Association of Yukon use of the softball fields at Sunrise Park from February 17, 2016 through October 30, 2016.
- F. Yukon Optimist Sports Club use of the City Park baseball fields from February 17, 2016 through July 2, 2016.
- G. Yukon Soccer Club use of the soccer fields at Ranchwood and Taylor from February 17, 2016 through December 31, 2016.

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

This agreement is made and entered into this day of February 17, 2016 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 Optimist Sports 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;

The City shall permit the Organization to use the following property, hereinafter referred to as the "Leased Premises": **Yukon City Park, concession buildings and bathrooms**

1. **Duration of Permit:** This permit shall be effective and the Organization shall be permitted to use the Leased Premises from **February 17, 2016 through July 2, 2016** according to the following schedule:
Monday through Friday 5:00 p.m.-12:00 a.m.; Saturday & Sunday 8:00 a.m.-12:00 a.m.
Fields may not be used on May 6, 7, & 8 2016 due to Festival of the Child Event

2. **Use of leased Premises:** The Organization shall be permitted to use the Leased Premises for the following activity or activities: **Youth Baseball games and practice**

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.

3. **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.
4. **Utilities:** City 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.
5. **Security and Site Selection:** Organization will be responsible for providing security in addition to normal city police, as needed. Each organization agrees to follow the direction and instructions of the Parks and Recreation Director in regard to area assignment for parking, exhibits, or any other activities or functions associated with this permit.
6. **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.

7. **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. Organization agrees to keep area surrounding the facility neat and orderly, storing all materials and supplies out of view of the general public.
8. **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.
9. **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 the Organization as the insured and the City as the additionally 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:
 - \$1,000,000.00** each person

 - \$1,000,000.00** each accident

 - \$1,000,000.00** property damage
10. **Risk Management Policy:** It is expressly understood and agreed that this agreement is subject to the Risk Management Policy of the City of Yukon. All coaches shall be required to become certified by a recognized coaches certification program. It is the responsibility of the Organization to set up said certification clinics for their coaches and require that each coach be certified a week before the season starts
11. **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.
12. **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.
13. **Non-Discrimination:** Organization and its employees shall not discriminate because of race, religion, color, sex orientation, origin, against any person by refusing to furnish such person any accommodation, facility service or privilege offered to or enjoyed by the general public.
14. **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

YUKON OPTIMIST CLUB may place temporary signs on the chain link fences surrounding the playing fields, according to the following terms and conditions:

- a) All signs shall only be constructed of canvas or plastic and shall be of a size and shape that will not cause damage to the fencing structure to which it is attached during normal use or during periods of inclement weather. Under no circumstances shall signs constructed of wood, metal or other heavy material be used, nor shall any extension be used to enlarge the area covered. Signs shall be affixed only to interior fences and shall be positioned so that the face of the sign is visible only inside the ballpark. All signs shall be easily removable from fencing structures. Signs may not be displayed in locations where they are visible from any public street.
- b) No signs shall be affixed before the first day of the regular sanctioned play and all signs shall be removed on the last day of regular sanctioned play, including preseason or post season tournament play.
- c) No signs shall contain advertising copy selling items that are not legally available to minors including, but no limited to, alcoholic beverages (both "intoxicating" and non-intoxicating as defined by Oklahoma Statutes) tobacco products, gambling nor shall they contain obscene or profane language, symbols, or pictures.
- d) **YUKON OPTIMIST CLUB** agrees to make reasonable efforts to remove all sign during periods of high wind, flooding, and/or similar inclement weather.
- e) **YUKON OPTIMIST CLUB** agrees that it is solely responsible for the maintenance of signs and further agrees that it is responsible for the removal of any signs that become damaged during the course of the season. **YUKON OPTIMIST CLUB** releases the **CITY** from any and all liability for damages to any signs resulting from said **CITY'S** maintenance of the playing fields, acts or omissions of **CITY** officials and/or employees, wind, flooding, fire, or other acts of god, and further acknowledges that **CITY** has the right to remove any and all damaged signs without permission of **YUKON OPTIMIST CLUB**. If any sign becomes a nuisance, the **CITY** has the right to remove it without permission of **YUKON OPTIMIST CLUB**.



PARK ADMINISTRATION

DATE: February 18, 2016
FROM: Jan Scott
TO: Tammy DeSpain
RE: Sports Contracts/Council Agenda March 1, 2016

MEMORANDUM

- A. Yukon Horseshoe Club use of the City Park Horseshoe Courts from February 17, 2016 through October 30, 2016.
B. Yukon Christian Athletic Association use of the Hilcrest Park softball field from February 17, 2016 through August 30, 2016 and Sunrise Park from July 1, 2016 through August 30 2016.
C. Yukon BMX Club use of the BMX track at Taylor Park from February 17, 2016 through February 17, 2017.
D. Oklahoma Nitro Club use of the RC car track at Taylor Park from February 17, 2016 through February 17, 2017.
E. United Softball Association of Yukon use of the softball fields at Sunrise Park from February 17, 2016 through October 30, 2016.
F. Yukon Optimist Sports Club use of the City Park baseball fields from February 17, 2016 through July 2, 2016.
G. Yukon Soccer Club use of the soccer fields at Ranchwood and Taylor from February 17, 2016 through December 31, 2016.

**CITY OF YUKON
PARKS AND RECREATION DEPARTMENT
USE AGREEMENT**

This agreement is made and entered into this day of February 17, 2016 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 Soccer 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”: **Ranchwood and Taylor Park**.

2. **Duration of Permit:** This permit shall be effective and the Organization shall be permitted to use the Leased Premises from **February 17, 2016 through December 31, 2016** according to the following schedule:

February 17, 2016 – December 31, 2016

Monday through Friday 8:00 a.m.-12:00 a.m.

Saturday and Sunday 7:00 a.m.-12:00 a.m.

Portable lights may be used until park closing of 12 a.m. during the winter months as necessary. This shall be at the sole expense of the Yukon Soccer Club

3. **Use of leased Premises:** The Organization shall be permitted to use the Leased Premises for the following activity or activities: **Youth soccer games and practice**

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. **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, exhibits, or any other activities or functions associated with this permit.

6. **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.

7. **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. Organization agrees to keep area surrounding the facility neat and orderly, storing all materials and supplies out of view of the general public.
8. **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.
9. **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 the Organization as the insured and the City as the additionally 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:

\$1,000,000.00 each person
\$1,000,000.00 each accident
\$1,000,000.00 property damage

A copy of the insurance policy shall be furnished to the City prior to the commencement of the permit period.

10. **Risk Management Policy:** It is expressly understood and agreed that this agreement is subject to the Risk Management Policy of the City of Yukon. Furthermore, all coaches shall be required to become certified by a recognized coaches certification program It is the responsibility of the Organization to set up said certification clinics for their coaches and require that each coach be certified a week before the season starts.
11. **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.
12. **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.
13. **Non-Discrimination:** Organization and its employees shall not discriminate because of race, religion, color, sex orientation, origin, against any person by refusing to furnish such person any accommodation, facility service or privilege offered to or enjoyed by the general public.
14. **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.

- 15. **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.
- 16. **Professional conduct:** Permittee, his employees, associates and guests will conduct his or her activity in a professional manner at all times.. 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.
- 17. **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.
- 18. **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.

+ Lee Clark
 Yukon Soccer Club President

2-17-16
 Date

Jim Scott
 Yukon Parks and Recreation Director

2-18-16
 Date

Joe Edwards
 Chairman, Yukon Park Board

2-17-16
 Date

 Mayor, City of Yukon

 Date

 ATTEST: City Clerk

 Date

**ADDENDUM A
CITY OF YUKON
PARKS AND RECREATION DEPARTMENT
USE AGREEMENT**

The Yukon Soccer Club desires to use the following facilities:

OWNERSHIP: City of Yukon
FACILITY: Ranchwood Park/Taylor Park
AREA INVOLVED: Soccer Fields
LOCATION: 712 Oakcreek Dr. / 410 N. 11th Yukon, OK.
DAYS OF WEEK: Monday thru Friday Saturdays & Sunday
HOURS: 8:00 a.m.-dusk 7:00 a.m.-dusk, with the exception of portable lights during the winter months, until midnight.
BEGINNING DATE: February 17, 2016
ENDING DATE: December 31, 2016
ACTIVITY: Youth soccer practice and games
ORGANIZATIONAL-CONTACT PERSON: Lee Clark
ADDRESS: 4104 Champlain Ct., Yukon, OK 73099
PHONE: 520-6847

MAINTENANCE RESPONSIBILITIES:	OWNER	ORGANIZATION
UTILITY BILLS	<u> X </u>	<u> </u>
MINOR REPAIRS (Fencing, lights, etc...)	<u> X </u>	<u> </u>
JANITOR	<u> X </u>	<u> </u>
PICKING UP (TRASH COLLECTION ON GROUNDS)	<u> X </u>	<u> X </u>
MOWING	<u> X </u>	<u> </u>
FERTILIZING	<u> X </u>	<u> </u>
RE-SEEDING & SODDING	<u> X </u>	<u> </u>
CHALKING/STRIPING OF FIELD	<u> </u>	<u> X </u>
WATERING OF FIELDS	<u> X </u>	<u> X </u>
RESTROOMS	<u> X </u>	<u> X </u>
CONCESSIONS	<u> </u>	<u> X </u>
LIABILITIES	<u> </u>	<u> X </u>
SUPERVISOR (AMOUNT OF FEE)	<u> </u>	<u> X </u>

We have read the policies of the owners involved and fully understand the agreements set forth in this contract. We agree to abide by them and to be responsible for payment of all fees and damages to property not including normal wear and tear.

Lee Clark
YUKON SOCCER CLUB PRESIDENT

2-17-16
DATE

APPROVED: Jim Scott
PARK & RECREATION DIRECTOR

2-18-16
DATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/3/2016

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).

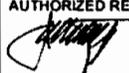
PRODUCER RPS Bollinger Sports & Leisure 150 JFK Parkway Short Hills NJ 07078	CONTACT NAME: PHONE (A/C, No, Ext): 800-446-5311 E-MAIL ADDRESS: sportservice@rpsins.com FAX (A/C, No): 973-921-2876
	INSURER(S) AFFORDING COVERAGE
INSURED Oklahoma Soccer Association PO Box 35174 Tulsa OK 74153-0174	INSURER A: Scottsdale Insurance Company NAIC # 38970
	INSURER B: Nationwide Life Insurance Company NAIC # 38970
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES **CERTIFICATE NUMBER: 386743552** **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	ADDC SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		KRS0005710700	9/1/2015	9/1/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$None PRODUCTS - COMP/OP AGG \$1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / <input type="checkbox"/> N N / A				WC STATUTORY LIMITS OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
B	Accident Insurance Full Excess		SPX0000027099700	9/1/2015	9/1/2016	Medical Limit \$100,000 Deductible \$500 CoPay 80/20

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
All activities sanctioned by Oklahoma Soccer Association for their registered member leagues, clubs and teams. Certificate Holder is named as an additional insured. Certificate issued on behalf of
Yukon Soccer Club
All Canadian Valley Teams
Group Code: Yukon

CERTIFICATE HOLDER City of Yukon/Parks Department PO Box 850500 Yukon OK 73085	CANCELLATION 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 
--	---



January 14, 2016

Honorable Mayor and Members of the City Council
 City of Yukon
 P.O. Box 850500
 Yukon, OK 73085

To the Honorable Mayor and Members of the City Council:

Crawford & Associates, P.C. is pleased that the City of Yukon (the City) has expressed its confidence in our firm and our state and local government expertise. We look forward to a long and successful relationship as an integral financial management resource to the City of Yukon management and governing body.

We are prepared to provide a full range of accounting and consulting services to the City of Yukon contingent upon approval of your management and/or governing body. The purpose of this engagement letter is to identify the scope of available services from Crawford & Associates, the specific initial services requested at this time, and to confirm the terms, objectives, and limitations of our engagement services.

Scope of Services

The scope of professional services that are available and can be provided to the City of Yukon are outlined below under the heading *Scope of Available Services*. While this listing includes a range of services available from Crawford & Associates, the specific initial services requested to be provided at the current time are separately identified under the heading *Initial Services Requested*. Any additional services that are available from Crawford & Associates beyond these initially requested services can be provided upon subsequent specific request and agreement.

Scope of Available Services

- Preparation of Annual Financial Statements
- General Accounting and Advisory Assistance
- Budget Preparation and Amendment Assistance
- Capital Asset Records and Accounting Assistance
- Information Technology System Assistance
- Internal Control Policies and Procedures Assistance
- Labor Relations Consulting
- Laws and Regulations Compliance Assistance
- Investigation of Allegations or Concerns
- Tax and Other Regulatory Report Assistance

Initial Services Requested

- Preparation of Annual Financial Statements
- General Accounting and Advisory Assistance

Services Related to the Preparation of Annual Financial Statements

You have requested that we prepare the annual financial statements of the financial reporting entity of the City of Yukon, Oklahoma as of and for the year ended June 30, 2016. Such financial statements will include:

- a. Basic Financial Statements, including notes to the financial statements
- b. Required Supplementary Information
- c. Supplementary Information (to the extent management elects to include)
- d. Other Information (to the extent management elects to include)

Crawford & Associates' Responsibilities

The objective of our engagement is to prepare the annual financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARSs) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

Management Responsibilities

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your financial statements in accordance with SSARSs:

- a. The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements
- b. The prevention and detection of fraud
- c. To ensure that the entity complies with the laws and regulations applicable to its activities
- d. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements

e. To provide us with:

- i. Documentation, and other related information that is relevant to the preparation and presentation of the financial statements,
- ii. Additional information that may be requested for the purpose of the preparation of the financial statements, and
- iii. Unrestricted access to persons within the City of Yukon, Oklahoma, of whom we determine necessary to communicate.

The financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them.

Other Requested and Available Services

In conjunction with the other requested and available services (other than the preparation of the annual financial statements) as identified in the Scope of Services section of this letter, Crawford & Associates will be responsible for providing such services upon request in accordance with the applicable professional standards of the AICPA. It is anticipated that most if not all of these other services will be performed in accordance with the standards applicable to consulting services as prescribed by the AICPA.

Crawford & Associates, is not obligated to, but may report or otherwise communicate to management any recommendations, it determines necessary, resulting from the professional services provided.

Management and the governing body will be responsible for establishing the scope of our other professional services to be provided and for providing the necessary resources allocated to the work; such responsibility includes determining the nature, scope, and extent of the services to be performed, providing sufficient appropriation for the estimated cost of these services, providing overall direction and oversight for each service, and reviewing and accepting the results of the work.

Access to Working Papers and Reports

Any working papers prepared by Crawford & Associates in connection with performing the financial statement preparation and other professional services are the property of Crawford & Associates. Upon request, copies of any or all working papers and reports that we consider to be nonproprietary will be provided to management. Management may make such copies available to its external auditors and to certain regulators in the exercise of their statutory oversight responsibilities. Such copies may not be made available to any other third party without the prior written consent from Crawford & Associates.

Fees and Costs

Fees and out-of-pocket expenses for this engagement will be billed as the work progresses and payable upon receipt of our invoices. Out-of-pocket expenses include such costs incurred by Crawford & Associates in providing the services including travel, lodging, telecommunications, printing, document reproduction, and the like. Our fees for these services will be billed at our standard hourly rates, as follows, for the individual performing such services based on the actual number of hours of work, including travel time, performed by that individual.

Standard Hourly Rates:

- Firm Chairman \$250
- Firm President \$250
- Shareholders \$160
- Consulting Managers \$145
- Consulting Staff \$105
- Clerical Staff \$40

Because Crawford & Associates has no direct control over the type and amount of services requested by the management or the governing body during the term of this engagement, nor does Crawford & Associates have direct control over the quality of your accounting system or records, potential turnover of your staff, or your staffing levels, resources, or capabilities, it is impractical for us to provide an accurate amount of hours that will be required for the services requested or a not-to-exceed limit on fees and expenses charged. We will rely on you to provide us with a copy of approved purchase orders, containing estimated fees and expenses, monitor the cumulative fees and expenses charged, and notify us if and when the cumulative amount approaches the total appropriated level estimated. You also agree to provide sufficient appropriation for all services requested prior to the services being performed. For purposes of purchase order preparation, we will be glad to provide you with an estimated range of fees and expenses upon request.

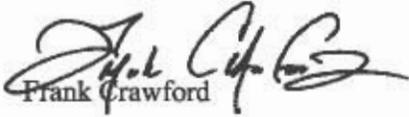
The term of this engagement is a period from date of acceptance through June 30, 2017. Crawford & Associates may perform additional services upon receipt of a formal request from management or the governing body with terms and conditions that are acceptable to both parties.

The agreements and undertakings contained in this engagement letter, shall survive the completion or termination of this engagement.

Acceptance

Please indicate your acceptance of this agreement by signing in the space provided below and returning this engagement letter to us. A duplicate copy of this engagement letter is provided for your records. We look forward to continuing our professional relationship with the City of Yukon.

Respectfully submitted and agreed to by,


Frank Crawford

Crawford and Associates, P.C.

Accepted and agreed to for the City of Yukon:

By: _____

Title: _____

Date: _____



DATE: February 17, 2016

FROM: Mitchell Hort
Director Development Services

TO: Acting City Manager, City Council & City Clerk

RE: Request by StoneGate Partners LLC to Rezone from C-5 to C-3 PUD located at 1601 Heath Center Parkway.

MEMORANDUM

Attached please find the amendment to request that the Ordinance No. 657, known as the Zoning Ordinance of the City of Yukon, OK, by providing that the zoning designation for a tract of land lying in the southeast quarter (SE/4) of section thirty (30), township twelve (T12N), range five west (R5W) of the Indian Meridian I.M. Yukon, Canadian County OK, be changed from C-5 (Automotive and Commercial Recreation District) to C-3 PUD (Restricted Commercial District); better known as 1601 Health Center Parkway.

ORDINANCE NO. 1333

AN ORDINANCE AMENDING ORDINANCE NO. 657, APPENDIX A OF THE CODE OF ORDINANCES OF THE CITY OF YUKON, OKLAHOMA, BY PROVIDING THAT THE ZONING DESIGNATION FOR A PART SECTION THIRTY (30), TOWNSHIP TWELVE NORTH (T12N), RANGE FIVE WEST (R5W) OF THE INDIAN MERIDIAN, (I.M.), YUKON, CANADIAN COUNTY, OKLAHOMA, BE CHANGED FROM "C-5" (AUTOMOTIVE AND COMMERCIAL DISTRICT) TO "C-3 PUD" (RESTRICTED COMMERCIAL DISTRICT); AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL FOR THE CITY OF YUKON, OKLAHOMA:

SECTION 1.

That Ordinance No. 657, known as the Zoning Ordinance of the City of Yukon, (Appendix A) be and the same is hereby amended to change the zoning designation of a certain tract of land in Yukon, Oklahoma from "C-5" (Automotive and Commercial District) to "C-3 PUD" (Restricted Commercial District), said tracts of land being described as follows, to-wit:

A tract of land lying in the Southeast Quarter (SE/4) of Section Thirty (30), Township Twelve North (T12N), Range Five West (R5W) of the Indian Meridian I.M., Yukon, Canadian County, Oklahoma. Said tract being more particularly described as follows:

Commencing at the Southeast Corner of said SE/4; Thence S89°47'40"E along the South line of said SE/4 a distance of 1265.74 feet, Thence along the Easterly line of Yukon Parkway West Phase V, according to the Recorded Plat thereof, the following two (2) calls:

- 1) N00°06'07"W a distance of 406.26 feet,
- 2) Thence S89°47'40"W a distance of 128.60 feet to the Point of Beginning, said point being the Southeast Corner of Lot 3, Block 5 of said Yukon Parkway West Phase V.

Thence S89°47'40"W along the South line of said Lot 3, Block 5 a distance of 297.17 feet; Thence along the West line of Lots 1,2, and 3, of said Block 5 the following two calls:

- 1) N00°08'38"E a distance of 100.58 feet;
- 2) Thence along a curve to the left with a radius of 2114.34 feet a chord bearing of N05°29'19"W, and a chord distance of 411.06 feet, for an arc distance of 411.72 feet to the Northwest Corner of said Lot 1, Block 5, Yukon Parkway West, Phase V; Thence N76°11' 32"E along the North line of said Lot 1 a distance of 347.78 feet to the Northeast corner of said Lot 1; Thence S00°08'38"W along the East line of said Lots 1,2, and 3, Block 5 a distance of 591.70 feet to the Point of Beginning.

Said tract containing 3.92 acres, more or less. Better known as 1601 Heath Center Parkway, Yukon, OK.

SECTION 2.

That the Zoning Map of the City of Yukon, Oklahoma, shall be amended to reflect the changes in zoning as reflected in Section 1 above.

SECTION 3. Emergency.

An emergency is declared to exist and it is necessary for the public welfare, health and safety that this ordinance take effect immediately upon passage, approval and publication according to law.

PASSED AND APPROVED this _____ day of _____, 2016, with the Emergency Clause passed separately.

MAYOR

ATTEST:

CITY CLERK
(Seal)

A roll call was taken.

The Vote:

Ayes: Taylor, Baker, Hatley, Davis

Nays: None

Vote: 4-0

Motion Carried

5. ITEM: TO CORRECT A SCHIVENER ERROR FOR LOT 33 BLOCK 1 FRISCO ROAD ADDITION TO THE CITY OF YUKON, ALSO KNOWN AS 1901 BRANCHLINE ROAD, YUKON, OK.

Mitchell Hort stated one of the calls on the original plat had 90 feet and what they are doing is showing the actual dimensions of the lot. This will also have to go to the City Council for approval; we recommend that you approve with the changes that have been submitted. We reference the mortgage inspection report.

Commissioner Hatley stated I would like to make a motion; in the case of the application by Bryan E. Coon, Lot 33, Block 1 of Frisco Ridge Addition to correct a schivener error by we have read the staff report and received testimony at the public hearing. We find ourselves in agreement with the findings, I move that this item be approved.

Seconded by Commissioner Davis.

A roll call was taken.

The Vote:

Ayes: Taylor, Baker, Hatley, Davis

Nays: None

Vote: 4-0

Motion Carried

6. ITEM: TO HEAR A REQUEST BY STONEGATE PARTNERS LLC TO REZONE FROM C-5 (AUTOMOTIVE AND COMMERCIAL DISTRICT) TO C-3 PUD (RESTRICTED COMMERCIAL DISTRICT).
A TRACT OF LAND LYING IN THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTY (30), TOWNSHIP TWELVE NORTH (T12N), RANGE FIVE WEST (R5W) OF THE INDIAN MERIDIAN I.M., YUKON, CANADIAN COUNTY, OKLAHOMA. SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID SE/4; THENCE S89°47'40"E ALONG THE SOUTH LINE OF SAID SE/4 A DISTANCE OF 1265.74 FEET, THENCE

ALONG THE EASTERLY LINE OF YUKON PARKWAY WEST PHASE V, ACCORDING TO THE RECORDED PLAT THEREOF, THE FOLLOWING TWO (2) CALLS:

- 1) N00°06'07"W A DISTANCE OF 406.26 FEET,
- 2) THENCE S89°47'40"W A DISTANCE OF 128.60 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHEAST CORNER OF LOT 3, BLOCK 5 OF SAID YUKON PARKWAY WEST PHASE V.

THENCE S89°47'40"W ALONG THE SOUTH LINE OF SAID LOT 3, BLOCK 5 A DISTANCE OF 297.17 FEET; THENCE ALONG THE WEST LINE OF LOTS 1,2, AND 3, SAID BLOCK 5 THE FOLLOWING TWO CALLS;

- 1) N00°08'38"E A DISTANCE OF 100.58 FEET;
- 2) THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 2114.34 FEET A CHORD BEARING OF N05°29'19"W, AND A CHORD DISTANCE OF 411.06 FEET, FOR AN ARC DISTANCE OF 411.72 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 5, YUKON PARKWAY WEST, PHASE V; THENCE N76°11'32"E ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 347.78 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE S00°08'38"W ALONG THE EAST LINE OF SAID LOTS 1,2, AND 3, BLOCK 5 A DISTANCE OF 591.70 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 3.92 ACRES, MORE OR LESS.

Douglas Hartwig, Crafton Tull representing the applicant in this rezoning. You have a lot of information in your packet, but I just thought I would highlight a few things. The project is located on vacant land, on the East side of Health Center Parkway in the Yukon Parkway West Development, 3.92 acres. We are asking a rezoning from a C-5 to PUD with an underlying C-3 District. All the surrounding property is either zoned C-3 or C-5. We feel it is justified because of the proposed zoning change is consistent with the character of the area and all the abutting land; it is surrounded by properties that are consistent with the regional hospital located north of us. We are proposing 200 square foot to 4000 square foot single buildings; it will be owned by single tenants for their operations. We are looking at medical offices, professional offices and general business offices. The PUD allows us to build a Common area, put all the paving, utilities right up front, and then sell the property.

Chairman Taylor asked we are rezoning 3 lots?

Mr. Hartwig said yes.

Commissioner Baker stated on the rezoning application it states for rezoning 1801 Heath Center Pkwy?

Mr. Hort replied that is correct, the address was wrong when we gave it to the applicant; that is why we use the legal.

Commissioner Baker asked is it at 1801?

Mr. Hort replied no, it is 1601 Health Center Pkwy.

Commissioner Baker stated I would like to make a motion; in the case of the application for rezoning submitted by Stonegate Partners, LLC, we have read the staff report and received testimony at the public hearing. We find ourselves in agreement with staff findings including all plans and attachments cited in the staff report. I move that the rezoning of the subject property be recommended for approval to the City Council along with the proposed PUD Overlay which will be contingent upon approval of the underlying zoning district by Council.

Seconded by Commissioner Hatley.

The Vote:

Ayes: Hatley, Baker, Taylor, Davis

Nays: None

Vote: 4-0

Motion Carried

7. ITEM: TO HEAR A REQUEST BY STONEGATE PARTNERS LLC FOR A PLANNED UNIT DEVELOPMENT.

A TRACT OF LAND LYING IN THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTY (30), TOWNSHIP TWELVE NORTH (T12N), RANGE FIVE WEST (R5W) OF THE INDIAN MERIDIAN I.M., YUKON, CANADIAN COUNTY, OKLAHOMA. SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SE/4; THENCE S89°47'40"E ALONG THE SOUTH LINE OF SAID SE/4 A DISTANCE OF 1265.74 FEET, THENCE ALONG THE EASTERLY LINE OF YUKON PARKWAY WEST PHASE V, ACCORDING TO THE RECORDED PLAT THEREOF, THE FOLLOWING TWO (2) CALLS:

3) N00°06'07"W A DISTANCE OF 406.26 FEET,

4) THENCE S89°47'40"W A DISTANCE OF 128.60 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHEAST CORNER OF LOT 3, BLOCK 5 OF SAID YUKON PARKWAY WEST PHASE V.

THENCE S89°47'40"W ALONG THE SOUTH LINE OF SAID LOT 3, BLOCK 5 A DISTANCE OF 297.17 FEET; THENCE ALONG THE WEST LINE OF LOTS 1, 2, AND 3, SAID BLOCK 5 THE FOLLOWING TWO CALLS:

3) N00°08'38"E A DISTANCE OF 100.58 FEET;

4) THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 2114.34 FEET A CHORD BEARING OF N05°29'19"W, AND A CHORD DISTANCE OF 411.06 FEET, FOR AN ARC DISTANCE OF 411.72 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 5, YUKON PARKWAY WEST, PHASE V; THENCE N76°11'32"E ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 347.78 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE S00°08'38"W ALONG THE EAST LINE OF SAID LOTS 1, 2, AND 3, BLOCK 5 A DISTANCE OF 591.70 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 3.92 ACRES, MORE OR LESS.



DATE: February 17, 2016

FROM: Mitchell Hort, Director

TO: Acting City Manager, City Council & City Clerk

RE: Planned Unit Development by StoneGate Partners, LLC for 1601 Health Center Pkwy.

MEMORANDUM

Attached are the approved minutes from the February 8, 2016, Planning Commission Meeting for recommendation and approval of the Planned Unit Development for StoneGate Partners, LLC for a tract of land lying in the southeast quarter (SE/4) of section thirty (30), township twelve (T12N), range five west (R5W) of the Indian Meridian I.M. Yukon, Canadian County OK, better known as 1601 Health Center Parkway.

Commissioner Baker stated I would like to make a motion; in the case of the application for rezoning submitted by Stonegate Partners, LLC, we have read the staff report and received testimony at the public hearing. We find ourselves in agreement with staff findings including all plans and attachments cited in the staff report. I move that the rezoning of the subject property be recommended for approval to the City Council along with the proposed PUD Overlay which will be contingent upon approval of the underlying zoning district by Council.

Seconded by Commissioner Hatley.

The Vote:

Ayes: Hatley, Baker, Taylor, Davis

Nays: None

Vote: 4-0

Motion Carried

7. ITEM: TO HEAR A REQUEST BY STONEGATE PARTNERS LLC FOR A PLANNED UNIT DEVELOPMENT.

A TRACT OF LAND LYING IN THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTY (30), TOWNSHIP TWELVE NORTH (T12N), RANGE FIVE WEST (R5W) OF THE INDIAN MERIDIAN I.M., YUKON, CANADIAN COUNTY, OKLAHOMA. SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SE/4; THENCE S89°47'40"E ALONG THE SOUTH LINE OF SAID SE/4 A DISTANCE OF 1265.74 FEET, THENCE ALONG THE EASTERLY LINE OF YUKON PARKWAY WEST PHASE V, ACCORDING TO THE RECORDED PLAT THEREOF, THE FOLLOWING TWO (2) CALLS:

3) N00°06'07"W A DISTANCE OF 406.26 FEET,

4) THENCE S89°47'40"W A DISTANCE OF 128.60 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHEAST CORNER OF LOT 3, BLOCK 5 OF SAID YUKON PARKWAY WEST PHASE V.

THENCE S89°47'40"W ALONG THE SOUTH LINE OF SAID LOT 3, BLOCK 5 A DISTANCE OF 297.17 FEET; THENCE ALONG THE WEST LINE OF LOTS 1,2, AND 3, SAID BLOCK 5 THE FOLLOWING TWO CALLS;

3) N00°08'38"E A DISTANCE OF 100.58 FEET;

4) THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 2114.34 FEET A CHORD BEARING OF N05°29'19"W, AND A CHORD DISTANCE OF 411.06 FEET, FOR AN ARC DISTANCE OF 411.72 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 5, YUKON PARKWAY WEST, PHASE V; THENCE N76°11'32"E ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 347.78 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE S00°08'38"W ALONG THE EAST LINE OF SAID LOTS 1,2, AND 3, BLOCK 5 A DISTANCE OF 591.70 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 3.92 ACRES, MORE OR LESS.

Douglas Hartwig stated you have a picture of the proposed development plan. The site drains from the east to the west, we plan not to change that pattern. We have a 30 foot drive to get in, we have paved area parking for 140 parking spaces, that is to go with our 36,000 sq. foot of space. This includes sidewalks and landscaping. There is existing water and sewer available to the site. We are going to put in a new 6" water line and sewer.

The signage we are proposing are just two monument signs and then there will be signage on each building. The buildings themselves will all be done with the same architectural theme, tutor revival style. One story buildings, 12 of them with brick or stone masonry, at least 70%.

Commissioner Baker asked is there any landscaping in the Common area or just parking?

Mitchell Hort replied if you look at your big plat it shows, there is a percentage required on the lot too.

Commissioner Hatley stated I have a question on number 9 – signs mentioned in this section shall be required to come back before the Planning Commission for final approval. Is each sign going to have to come back to the Board?

Mr. Hort replied no, I believe that has already been corrected.

Commissioner Hatley questioned the Common maintenance, if you have a couple of people that bought a building – what happens if you don't fill the whole thing?

Gabe Bass, Attorney for the applicant. The way that the property owner association is each lot be responsible for 1/12th of the expense. So if there are only 2 lots that are sold, the developer will be responsible for the cost to maintain.

Chairman Taylor asked is it there intention to sell and not lease?

Attorney Bass stated they will be sold.

Commissioner Baker asked what is the maximum height?

Mr. Hort replied 35 feet per ordinance. They did not ask for any additional height in the PUD. They did provide the cross access agreement and the covenant agreement.

Commissioner Hatley stated I would like to make a motion; in the case of the application for a PUD submitted by Stonegate Partners, LLC, we have read the staff report and received testimony at the public hearing. We find ourselves in agreement with all plans and attachments cited in the staff report. I move that this item be recommended for approval to the City Council with the following conditions:

- 1) The proposed PUD overlay is approved contingent upon the underlying zone change (from C-5 Automotive and Commercial Recreation District to C-3 Restricted Commercial District) being approved by City Council.
- 2) Staff requested revisions noted as number 6-11 shall be incorporated into the document prior to the document being forwarded for Council consideration.

Seconded by Commissioner Baker.

A roll call was taken.

The Vote:

Ayes: Taylor, Baker, Hatley, Davis

Nays: None

Vote: 4-0

Motion Carried

8. ITEM: TO HEAR A REQUEST BY STONEGATE PARTNERS LLC FOR A PRELIMINARY PLAT.

A TRACT OF LAND LYING IN THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTY (30), TOWNSHIP TWELVE NORTH (T12N), RANGE FIVE WEST (R5W) OF THE INDIAN MERIDIAN I.M., YUKON, CANADIAN COUNTY, OKLAHOMA.

SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SE/4; THENCE S89° 47' 40"E ALONG THE SOUTH LINE OF SAID SE/4 A DISTANCE OF 1265.74 FEET, THENCE ALONG THE EASTERLY LINE OF YUKON PARKWAY WEST PHASE V, ACCORDING TO THE RECORDED PLAT THEREOF, THE FOLLOWING TWO (2) CALLS:

5) N00°06'07"W A DISTANCE OF 406.26 FEET,

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THENCE S89° 47' 40"W ALONG THE SOUTH LINE OF SAID LOT 3, BLOCK 5 A DISTANCE OF 297.17 FEET; THENCE ALONG THE WEST LINE OF LOTS 1, 2, AND 3, SAID BLOCK 5 THE FOLLOWING TWO CALLS:

5) N00°08' 38"E A DISTANCE OF 100.58 FEET;

6) THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 2114.34 FEET A CHORD BEARING OF N05°29' 19"W, AND A CHORD DISTANCE OF 411.06 FEET, FOR AN ARC DISTANCE OF 411.72 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 5, YUKON PARKWAY WEST, PHASE V; THENCE N76° 11' 32"E ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 347.78 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE S00°08' 38"W ALONG THE EAST LINE OF SAID LOTS 1, 2, AND 3, BLOCK 5 A DISTANCE OF 591.70 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 3.92 ACRES, MORE OR LESS.

Douglas Hartwig stated the preliminary plat that follows the PUD, you see the 12 lots that is included in the Common area, we've included the public utility easements for the water as part of the plat.

Chairman Taylor stated they will come back with the Final plat after this is approved by the City Council.

Design Statement for The Planned Unit Development of Stonegate Office Park

(PUD-)

PREPARED FOR:

Mr. Matthew Miller
Stonegate Partners LLC
13401 N. Western Ave., Suite 302
Oklahoma City, OK 73114

Date: February 11, 2016



STONEGATE OFFICE PARK

A Planned Unit Development In the City of Yukon, Oklahoma

I. DESIGN STATEMENT

A. INTRODUCTION

The project site consists of approximately 3.92 acres of vacant land located east of Health Center Parkway in the Yukon Parkway West development in Yukon, Oklahoma. Stonegate Office Park is to be developed as a planned unit development overlay district – commercial. The Master Development Plan is provided in Exhibit A.

B. OWNER/DEVELOPER

The PUD property is under common ownership and is to be developed as one unit by:

Stonegate Partners LLC
Attn: Matthew Miller or Darin Miller
13401 N. Western Ave., Suite 302
Oklahoma City, OK 73114
Phone: 405.753.6404
E-Mail: mmiller@millerarch.com

C. LEGAL DESCRIPTION

Lots 1-3, Block 5, Yukon Parkway West, Phase V, according to the recorded plat thereof.

D. SITE AND SURROUNDING AREAS

This PUD property is presently a portion of undeveloped land platted within the Yukon Parkway West, Phase V commercial development and comprises Lots 1-3, Block 5, Yukon Parkway West, Phase V. The land to the north and east of the project site consists of commercial office and retail development. The land to the south and west is currently undeveloped.

Current Zoning:

Subject Site: C-5, Automotive and Commercial Recreation District

North: C-3, Restricted Commercial District

East: C-3, Restricted Commercial District

South: C-5, Automotive and Commercial Recreation District

West: C-5, Automotive and Commercial Recreation District

E. GENERAL PLANNED UNIT DEVELOPMENT CONCEPT

Stonegate Office Park is a planned commercial district located within the Yukon Parkway West commercial development in Yukon, Oklahoma. This PUD is presented in order to allow the development of this property in a manner that allows for greater design flexibility and improved marketability than would be permitted under current zoning regulations. The principal land use of the proposed development is that of a Restricted Commercial District (C-3) and the developer is requesting that this PUD be processed simultaneously with and contingent upon an application for an amendment to the zoning map to C-3 from the current zone of C-5. The subject property is planned to be divided into 12 building lots, and 1 common area lot. The development will consist of 12 buildings, one building per lot, ranging from 2,000 to 4,000 square feet each. The 12 lots will be subject to separate ownership, but each owner will be a member of the development's Property Owners Association (POA). The POA will own and maintain common areas and parking for the entire development. All (C-3) occupancies shall be allowed except for those excluded in the following PUD Statement section titled "J.1 - Use Restrictions" The main focus will be on medical offices, professional offices, and general business offices.

F. MASTER DEVELOPMENT PLAN

The Master Development Plan has been prepared and is attached (See Exhibit A) to this Design Statement as a part of the application for rezoning. The Development Plan designates the design concept for the commercial office site to be platted.

G. PHYSICAL CHARACTERISTICS

There is currently no development on the site. Site characteristics are:

1. Elevation – Average elevation at building lines is 1377.50. See Drawing C-102 – Grading Plan in Exhibit D for the existing site grade and elevations.
2. Slopes – The property gently slopes from the east to the west with roughly an eight foot drop in elevation.
3. Vegetation - Native grasses with no trees
4. Flood Plain – The FEMA FIRM map number 40017C0410H does not show any mapped or controlled flood plain for this site. See Exhibit C.
5. Soil Characteristics – Moderate plasticity clays to depths of 8.5 feet to 13.5 feet underlain ty low plastic clays with moderate shrink/swell potential. Buildings can be supported on shallow footing foundations. Parking areas may require lime stabilization.

H. DRAINAGE

1. Pre-Development: The site currently drains from east to west in an overland flow state. Runoff is directed to Health Center Parkway. There is no current storm sewer system immediately adjacent to the site. Approximately 100 feet south of the property is a series of inlets located in Health Center Parkway. These inlets collect and convey the storm water in the street to an existing storm sewer system.

2. Post-Development: The post-development runoff will match the drainage patterns of the pre-development conveyance. The property will be graded to slope from east to west. Any offsite drainage that intersects the property will be channelized in grass swales to ensure no flooding of buildings and interference with sidewalks and parking areas. On site drainage will be conveyed by overland flow to two areas; entrance drive and a 4 foot wide concrete swale. Both these areas will direct storm runoff onto Health Center Parkway where water is conveyed to the above referenced inlets and storm sewer system.
3. Detention has already been addressed for this property and additional detention will not be required for the development of this property.

I. SERVICE AVAILABILITY

1. STREETS/PARKING

- a. Access to the site will be provided by one proposed 30 foot wide drive off of Health Center Parkway. This drive is aligned with the existing median opening on Health Center Parkway to allow access from both lanes. No public streets are proposed within the PUD.
- b. A paved parking lot is proposed for the development. The minimum number of parking places required is 140 with 6 being handicap parking. All parking places will be striped.

2. WATER

- a. There are existing waterlines located on the west side of Health Center Parkway and along the east property line adjacent to Target.
- b. A new 6-inch waterline is proposed for the site. The line will be looped between the existing 12" water main located on the west side of Health Center Parkway and an existing 8" water line located in a utility easement located on the east property line. This 6" line will be installed in a new dedicated utility easement as shown on the utility plan. Individual water services and meters for each building will be installed off of this new 6" line. At this time no high water usage clients are anticipated. The final service line sizes and water meter sizes will be determined based on the final use for each office. We anticipate 1" service lines to each office. Based on the buildings square footage, separation and proposed materials of construction fire sprinkler systems are not anticipate for any of the office buildings.
- c. Additional fire hydrants are proposed for the site.

3. SANITARY SEWER

a. The site is served by an existing sanitary sewer collection system with lines located along the north, east and west boundaries of the project site. The existing utility easements are sufficient to meet the needs of the site and the City so no additional easements are anticipated for the sanitary sewer system. The existing sanitary sewer lines adjacent to the site on the north, east and west sides can provide service to a portion of the lots. The remainder of the lots will be serviced by the extension of an additional 8" sanitary sewer line on the south end of the property. This line will convey sanitary sewer to the existing 8" sanitary sewer line in Health Center Parkway. A new manhole will be installed in this existing 8" line.

b. At this time we do not anticipate any large volume sewage producers in any of the office buildings. We anticipate the normal range of flows for typical office occupancy.

4. OTHER UTILITIES

Gas, electric, telephone and cable lines are available, and are expected to adequately meet the needs of the development. These utilities are located within utility easements immediately adjacent to the property. These easements will provide access to each office building. All necessary steps will be followed to coordinate the efforts of the various utilities in order to provide service to the site.

J. DEVELOPMENT REGULATIONS

1. USE RESTRICTIONS

The Planned Unit Development of Stonegate Office Park shall comply with city zoning regulations for the C-3, Restricted Commercial District except that the following restrictions will apply:

Uses that will not be permitted:

- a. Oil and gas wells, drilling
- b. Automobile service station
- c. Bar
- d. Beer sales for consumption off premises
- e. Billiard or pool parlor
- f. Bowling alley
- g. Gasoline service station
- h. Ice vending
- i. Liquor store
- j. Motion picture theater
- k. Postal service facility
- l. Private club permitting the consumption of alcoholic beverages
- m. Taxicab stand
- n. Theater

- o. Residential use of any type
- p. Recreational uses
- q. Schools
- r. Hotels or motels
- s. Entertainment uses
- t. Restaurant uses

2. BULK REGULATIONS

The Planned Unit Development of Stonegate Office Park will comply with city zoning regulations for the C-3, Restricted Commercial District except that the following restrictions will apply:

- a. Minimum Lot Area: 4500 square feet
- b. Minimum Lot Width at Building Line: 60 feet, there is no minimum lot width at building line for corner lots.
- c. Maximum Lot Coverage: 75% maximum lot coverage
- d. Minimum Front Yard: 10 feet
- e. Minimum Rear Yard: 10 feet
- f. Minimum Side Yard: 5 feet
- g. Height: 35 feet

3. ARCHITECTURAL STANDARDS

- a. The buildings in the development will all share the same conceptual design features.
- b. The architectural style shall be Tudor Revival Style.

Elevations and renderings showing the conceptual building design (Sheet A2.0 Building Elevations) and photos of proposed building materials are in Exhibits C.

- c. The buildings shall be one story with attic mechanical space only above the first floor.
- d. The building size shall range between 2000 and 4000 square feet.
- e. At least 70% of all exterior wall surfaces excluding windows and doors shall be brick or stone masonry.
- f. No more than 30% of exterior walls shall be EIFS, stucco, or wood siding.

- g. Exposed metal building panels or exposed concrete block exterior walls shall not be permitted.
- h. All roofs shall have a minimum 8:12 roof pitch.
- i. All buildings shall have covered porch areas outside of the front entry door.
- j. Drive-thru windows shall not be permitted.
- k. The following exterior materials shall be used for all buildings:
 - i. Roof: Architectural laminated shingles in charcoal gray color.
 - ii. Brick: Redish-brown queen size brick with white and black accents.
 - iii. Stone: Off white to tan colored stacked stone.
 - iv. Trim Paint: Tan, brown, or drab green.
 - v. Windows: Vinyl red frames with clear insulated glazing.

Elevations and renderings showing the conceptual building design (Sheet A2.0 Building Elevations) and photos of proposed building materials are in Exhibits C.

4. VEHICULAR ACCESS

- a. Access to the site will be provided by one proposed drive off of Health Center Parkway. Said drive shall align with the existing median opening on Health Center Parkway to allow access from both lanes.
- b. Lots within this PUD will not be required to have frontage on an approved street. Access to individual lots within the PUD may be permitted to be from a private drive. The 12 lots will gain access to Health Center Parkway by means of a private access easement and drive over the POA-owned and maintained common parking area.

5. PARKING

- a. The size and number of parking spaces shall be in accordance with the City of Yukon Zoning Ordinance.
- b. An individual platted lot is not required to provide on-site parking. Required parking may be provided within a common area/private driveway with the understanding that the required drive isle width will be maintained.

6. PEDESTRIAN ACCESS

- a. Sidewalks will be provided in front of the offices and will connect offices. This configuration provides a safe pedestrian way between offices and to various locations in the parking lot. The proposed grading for the sidewalks will meet the ADA requirements. These sidewalks shall be installed on each building lot upon construction of the building.
- b. A sidewalk is also proposed along Health Center Parkway for the general use of the public. The proposed grading for this sidewalk will meet ADA requirements. This sidewalk shall be built along with all of the other Common Area construction.

7. LANDSCAPING

All landscaping within this PUD shall meet the following requirements:

- a. For every five parking spaces, the development will be required one medium tree and two standard shrubs within the Common Area, inclusive of City of Yukon requirement.
- b. Every parking space shall be within 75' of a medium or large tree.
- c. A minimum of 10% of the development's gross area shall be landscape area.
- d. For every building lot two medium trees and ten standard shrubs shall be required within the boundaries of that building's lot.
- e. Plant size requirements are as follows:
 - i. A large tree shall be a minimum of 3" in caliper.
 - ii. A medium tree shall be a minimum of 2" in caliper.
 - iii. A standard shrub shall be a minimum of three-gallon in size.
 - iv. A perennial shall be a minimum of one-gallon in size.
- f. 50% of required trees and 50% of required shrubs may be exchanged as follows:
 - i. Three medium trees = two large trees
 - ii. One medium tree = three small trees
 - iii. One standard shrub = two small shrubs
 - iv. One standard shrub = three perennials
- g. 30% of all plant material shall be evergreen.

- h. A green space of at least five feet shall be provided between the property line along Health Center Parkway and the parking lot and shall contain medium or large trees placed at a maximum of 40' OC.
- i. All disturbed areas shall be planted with strip sod.
- j. Developer shall provide irrigation for all new landscape material.
- k. Landscaping located within this PUD will be maintained by the POA and the covenants and restrictions will provide for the perpetual maintenance and improvement of landscaping, including but not limited to keeping vegetation trimmed so that it does not obstruct the free, convenient and safe travel over and along streets and sidewalks.

A landscape plan showing anticipated plantings and screening is shown on drawing A1.0 Landscaping Sign, and Site Detail Plan located in Exhibit B.

8. SCREENING

A masonry screen enclosure is proposed for the trash dumpsters. All building mechanical condenser units will be screened using landscaping hedges which will screen visibility from the front of the buildings and from the street. No screening is proposed along property lines.

9. SIGNAGE

The sign requirements are as follows:

- a. There shall be two freestanding signs in the PUD common area, these being monument signs with a height of 4 feet and length of 10 feet that contain the Stonegate development name.
- b. Electronic Message Display signs are not permitted.
- c. A sign or signs that contains the name of a business or businesses located within a building may be placed on the building. A sign on a building or lot shall be of painted steel or aluminum with text cut into the metal. These signs will be illuminated with back or up lighting.
- d. Notwithstanding other restrictions on signage, Developer may maintain "for sale" signage until all of the Lots are sold.
- e. Below is a matrix of the signs anticipated for this development. Sign locations are shown on the development plan.

ID	Sign	Quantity	Location	Size	Content
1	Monument Sign	2	NW and SW property Corner	4' tall x10' Long	Name of development.
2	Building Signs	12	On Buildings' exterior wall	5' wide x 5' high area allowed	Area contains one or more tenant's signs for the building.

Elevations showing proposed signs and entry pylons on Sheet A1.0 Landscaping, Sign, and Site Detail Plan and Sheet A2.0 Building Elevations are in Exhibits A & B.

10. LIGHTING

Site lighting will be provided by pole mounted street lights and wall mounted lighting at the office buildings. The pole mounted lights will be a black pole with glass post-top luminaries or similar. OG&E has provided the conceptual design for the sight lighting plan and it is shown on the Development Plan. The lighting is in alignment with past projects approved by the City of Yukon.

- a. Illumination shall be provided to achieve maintained average of at least three foot-candles throughout all parking areas.
- b. Illumination shall be provided to achieve a maintained average of at least six foot-candles in pedestrian walkways and common areas, within areas of concealment in need of visual access, and at all building entrances and exits.
- c. All sight lighting shall be located and installed in a manner to minimize light trespass on adjacent properties by utilizing cutoff luminaries, house-side shields, and/or light-limiting accessories, as needed.

11. DUMPSTER REGULATIONS

Two trash dumpsters are proposed for the site. They are located on the development plan. The trash dumpsters will be screened with a single brick dumpster enclosure with steel and wood gates. The brick shall match the buildings. The proposed location provides easy and safe access by the trash collection truck to the dumpsters.

A plan and elevation showing the proposed dumpster enclosure are on Sheet A1.0 Landscaping, Sign, and Site Detail Plan in Exhibit B.

12. COMMON AREA MAINTENANCE

The common areas and parking within this development will be maintained by the POA and the covenants and restrictions will provide for the perpetual maintenance and improvement of common areas and parking. The maintenance of all common area amenities will be provided by the Property Owners Association. This includes maintenance of parking and private drive paving, drainage structures, and curb and gutter. It also includes all sidewalks, landscaping and lighting in the common area. It also

includes the dumpster enclosure and the community mailboxes. The maintenance costs shall be paid by dues assessed every year and by special assessments as required to individual building owners within the Property Owner's Association.

13. DEVELOPMENT SEQUENCE

The Stonegate Office Park site improvements will be completed in one phase. Office buildings will be completed as the market allows.

14. EXHIBITS

The following exhibits are hereby attached and incorporated into this PUD. These exhibits are:

EXHIBIT A – Master Development Plan

EXHIBIT B – A1.0 – Landscaping, Sign, and Site Detail Plan

EXHIBIT C – A2.0 - Conceptual Development Rendering, Conceptual Building Elevation, Conceptual Building Sign Location Elevation, and Photos of proposed building materials.

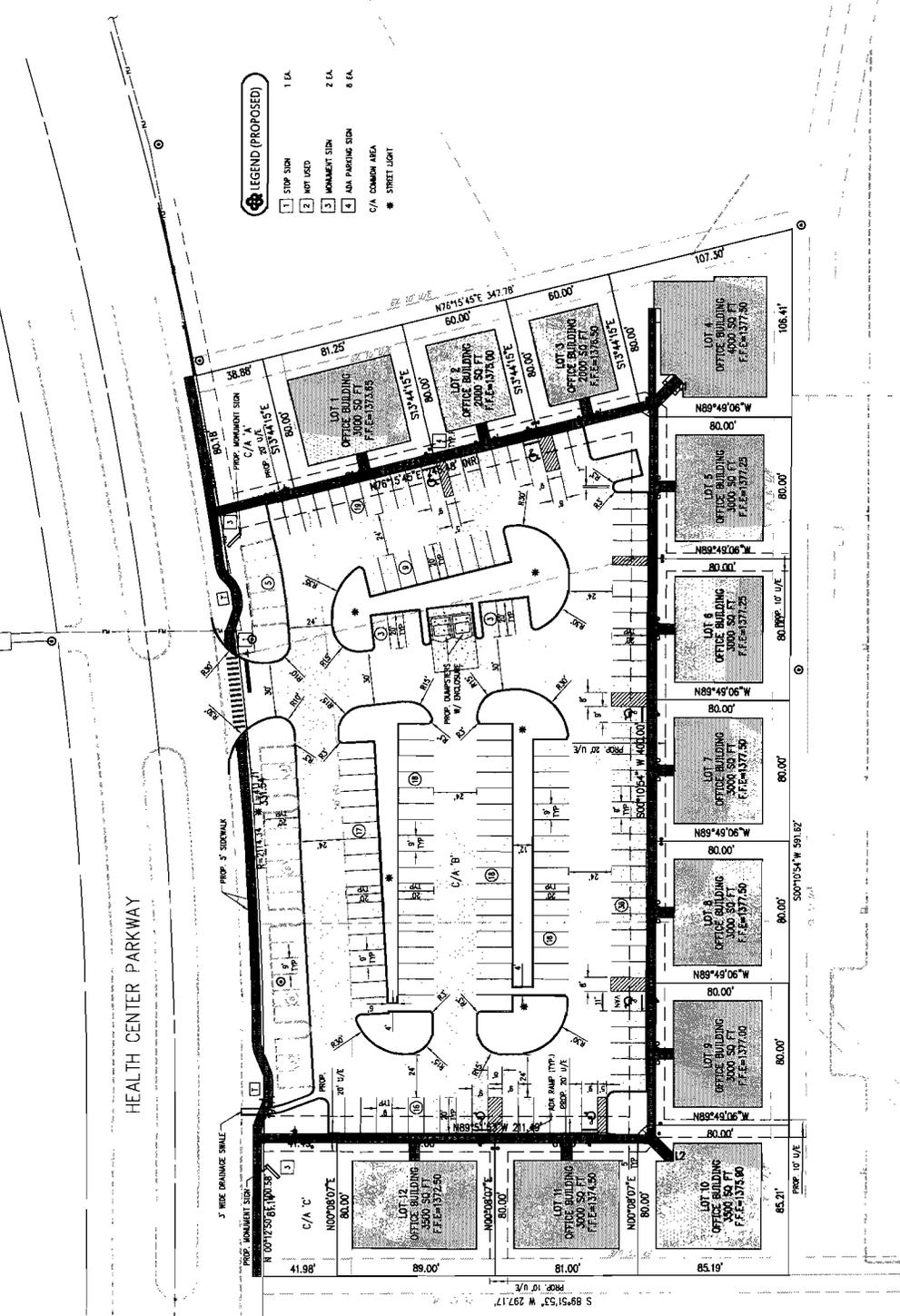
EXHIBIT D – Declaration of Conditions, Covenants, and Restrictions and Cross Access Agreement

- a. The City of Yukon shall have the authority to enforce covenants and restrictions pertaining to the maintenance of common areas (including landscaping) and parking.
- b. The City is not a party to CC&R's so inclusion should not be misconstrued that the City has approval ability.)

EXHIBIT A



This document and all attached drawings were prepared by the undersigned professional engineer in accordance with the provisions of the Oklahoma Statutes, Title 10, Chapter 10, Section 10-101, and the rules and regulations of the Oklahoma Board of Professional Engineers, Title 10, Chapter 10, Section 10-102. The engineer's seal is hereby placed on this document as evidence of the engineer's approval of the design and construction of the project.



- LEGEND (PROPOSED)**
- 1 STOP SIGN
 - 2 NOT USED
 - 3 MANHOLE SIGN
 - 4 ADA PARKING SIGN
 - C/A COMMON AREA
 - * STREET LIGHT

SITE DATA

EXISTING ZONING: C-5
PROPOSED ZONING: P-10
USE: OFFICE BLDG.
SITE ADDRESS: 1000 S.F.
TOTAL BUILDING SQ. FT.: 30,000 SQ. FT.
PARKING REQUIREMENTS:

CHLEBIA
 1 P.S./200 S.F. FOR THE FIRST 10,000 SQ. FT.
 1 P.S./200 S.F. FOR THE 12,001 SQ. FT. TO 40,000 SQ. FT.
 24,000 SQ. FT.

MANHOLES: 6 P.S.
PROVIDED: 6 P.S.

TOTAL PROVIDED PARKING: 140 P.S.
TOTAL REQUIRED PARKING: 155 P.S.

TOTAL AREA-152 AC
COMMON AREA-21.0 AC
LANDSCAPE AREA-10.0 AC
STREETS AREA-26 AC

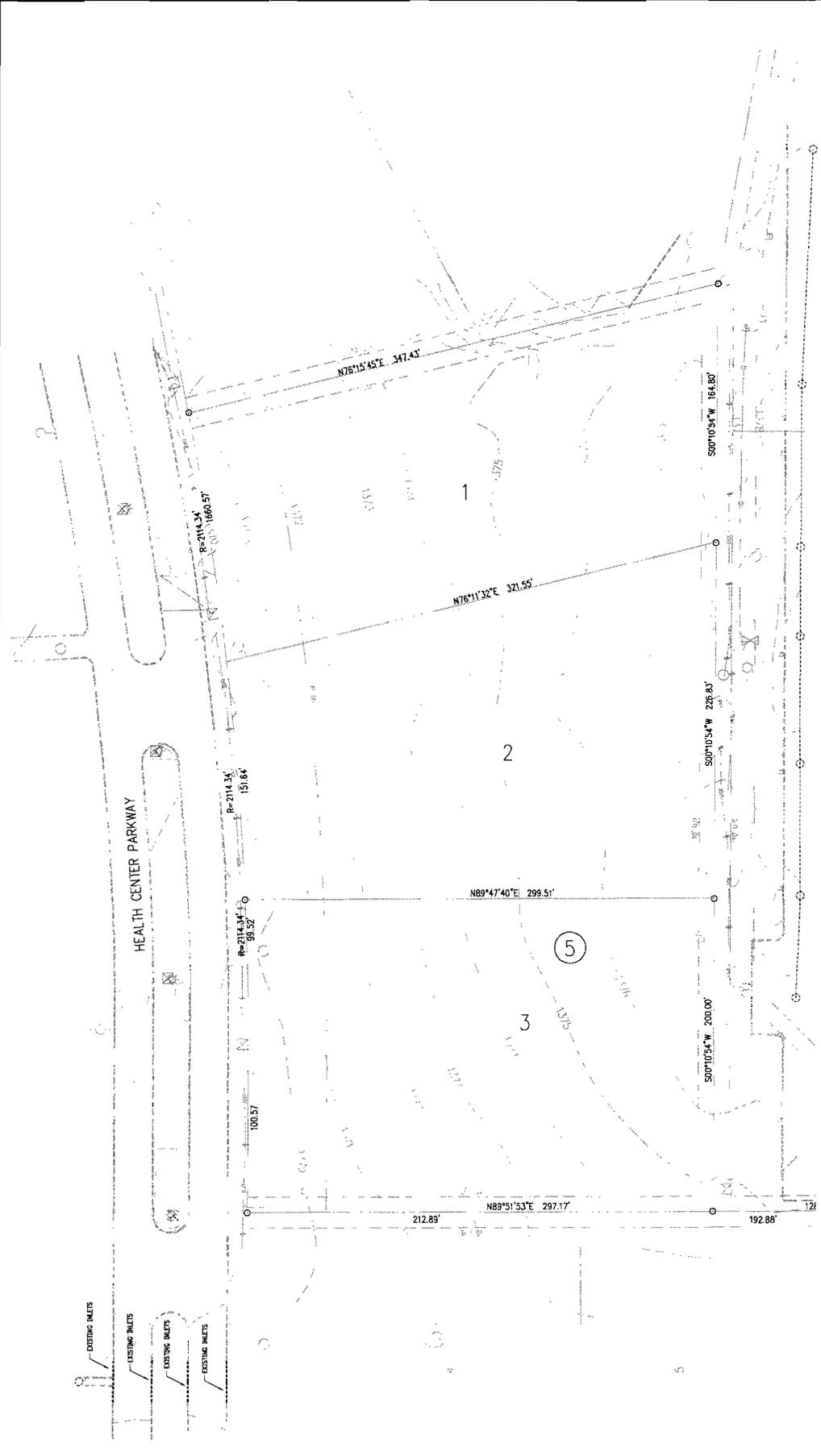


NO.	DATE	DESCRIPTION
1	12-15-2011	PRELIMINARY
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This document is prepared and drawn in accordance with the provisions of the Oklahoma Statutes, Title 10, Chapter 10, Section 10-101, and the rules and regulations of the Oklahoma Board of Surveyors, Title 10, Chapter 10, Section 10-102. It is intended to be used for the purpose of recording and conveying title to land in Oklahoma.

PREPARED BY: CRAFTON TULL
 CHECKED BY: CRAFTON TULL
 DATE: 12/15/2011

CRAFTON TULL
 314 E. 48th St., Oklahoma City, Oklahoma 73106
 CIVIL ENGINEERING LICENSE NO. 12027



Yukon Parkway West, Phase V
 Lots 1-3, Block 5



EXHIBIT B

EXHIBIT C



SW 6151
Quiver Tan

202-ES

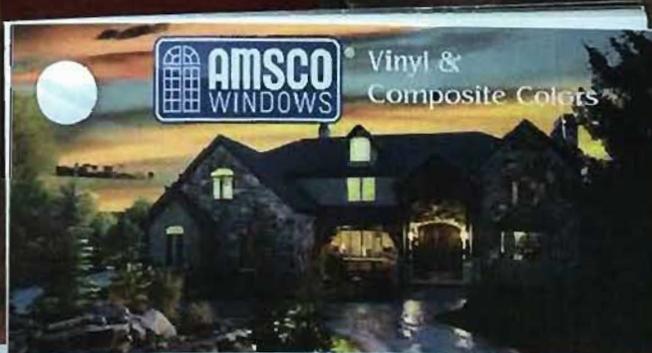




EXHIBIT D

“The City is not a party to CC&R’s so inclusion should not be misconstrued that the City has approval ability.”

5524.08

**DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS
FOR THE STONEGATE OFFICE PARK**

THIS DECLARATION is made this ___ day of _____, 2016, by the undersigned, being the owner of the real property described on Exhibit A hereto (the "Land") with respect to the following:

The undersigned is the owner of the Land and desires to subject the Land and Buildings located thereon and to be located thereon to certain conditions, covenants and conditions.

NOW, THEREFORE, the undersigned, STONEGATE PARTNERS, LLC as Declarant, hereby publishes and declares that the Land and its improvements and Buildings are hereby subjected to the conditions, covenants, and restrictions herein set forth herein in accordance with Oklahoma law and the provisions of the Oklahoma Real Estate Development Act (60 O.S. § 851, et seq., as amended); and that the covenants, conditions, restrictions, use limitations, obligations, and provisions hereof shall run with the Land and shall be for the use and benefit to the Declarant, its successors and assigns, and to any person or entity acquiring or owning an interest in the Land and improvements thereon, or any portion thereof, its grantees, successors, heirs, personal representatives, devisees and assigns.

1. Definitions. Unless the context shall expressly provide otherwise:

1.1 "Association" means STONEGATE OFFICE PARK ASSOCIATION, LLC, an Oklahoma limited liability company, its successors and assigns, the operating agreement of which shall govern the administration of this development, the members of which shall be all of the Owners.

1.2 "Architectural Committee" means the committee which shall have the right to approve or disapprove of any builder and plans for construction of improvements on Lots in general. The Architectural Committee shall be composed of Declarant until all Lots are sold by Declarant and thereafter as appointed by Members of the Association.

1.3 "Board or Board of Managers" means the managers or the board of managers of STONEGATE OFFICE PARK ASSOCIATION, LLC.

1.4 "Building" means an enclosed building located on a Lot or Lots.

1.5 "Common Elements" means Common Areas as shown on the plat of Stonegate Office Park (the "Plat"), the private drives and streets, lighting, parking areas, landscaping, and common signage monuments.

1.6 "Common Expenses" means and includes expenses for maintenance, replacement, repair, operation, improvement, management and administration of the Common Elements, and expenses declared common expenses by the provisions of this Declaration and the Operating Agreement of the Association.

1.7 “Declarant” shall mean and refer to STONEGATE PARTNERS, LLC, an Oklahoma limited liability company and its successors and assigns.

1.8 “Design Guidelines” shall mean and refer to those guidelines set forth on Exhibit C.

1.9 “Lot” means a portion of the development designated for separate ownership, the boundaries of which are the lot lines as shown on the recorded Plat.

1.10 “Owner” means a person or persons, firm, corporation, partnership, trust, limited liability company, association or other legal entity, or any combination thereof, who owns one or more Lots.

1.11 “Person” means a natural person, corporation, partnership, association, trust, other entity, or any combination thereof.

1.12 “Rules” shall mean the Rules and Regulations adopted by the Association as amended from time to time.

2. Property Rights.

2.1 Owner’s Nonexclusive Easement of Enjoyment; Limitations. Every Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Elements, including the use of all driveways and parking spaces, which shall be appurtenant to and shall pass with the title to the Lot of such Owner, subject to the following rights:

2.1.1 Association Rights to Use and To Grant Easements. The nonexclusive right and easement of the Association to make such use of the Common Elements as may be necessary or appropriate for the performance of the duties and functions, which it is obligated or permitted to perform under this Declaration. The Association hereby grants an easement and right of way on, across, under and over the Common Elements to any municipal corporation or public utility company, or other entity providing water, sewer, gas, electricity, telephone, cable television, or other similar service to the Land and Buildings.

2.1.2 Association Right to Make Rules. The right of the Association to make such reasonable Rules regarding the use of the Common Elements and facilities located thereon by Owners and other persons entitled to such use, including, but not limited to, the following:

2.1.2.1 Voting and Use Rights Suspension. To suspend the voting rights and the right of an Owner to use the Common Elements for any period during which any assessment against his Lot remains unpaid and for a period not to exceed thirty (30) days for any infraction of the Rules.

2.2 Delegation of Use; Nonresident Owner. Any Owner may delegate its right of enjoyment of the Common Elements to its invitees and its tenants and invitees of tenants. All tenants shall be subject to the Rules concerning such use.

3. Easements.

3.1 Lot and Dumpster Access Easement. Each Owner shall have a nonexclusive easement in, on and through the Common Elements for access to said Owner's Lot and to have access for the use of the trash dumpsters located in Stonegate Office Park.

3.2 Easements for Utilities. Should any utility furnishing a service covered by the general easement herein provided request a specific easement, Declarant, so long as Declarant has a record interest in the covered property, or the Association may grant such an easement over the Common Elements by a separate recorded instrument without conflicting with the terms hereof and without the consent of the Owners being required. The easements provided for in this paragraph shall in no way affect any other recorded easement to said Common Elements.

3.3 Easement in Common Areas. Each Owner shall have perpetual, appurtenant easement across the Common Areas to and from such Owner's Lot for the purpose of connecting such Lot with the platted utility easements and for the use of parking areas. Each Owner shall be responsible for maintaining the utility connections with grass covering compatible with covering in the Common Area.

3.4 Easements Deemed Appurtenant. The easements and rights herein created for an Owner shall be appurtenant to the Lot of that Owner, and all conveyances and instruments affecting title to a Lot shall be deemed to grant and reserve the easements and rights as provided herein, as though set forth in said document in full, even though no specific reference to such easements or restrictions appears.

4. Use and Occupancy; Rights to Rent; Mortgagee Right to Rent; Leases Subject to Declaration. All Lots shall be used and occupied for business, service, office, agencies, or medical purposes by the Owner, the Owner's tenants, or the Owner's guests. The following uses shall be prohibited: residential use of any type, recreational uses, schools, hotels, entertainment uses and restaurant uses; provided, Owners shall be permitted to serve food and drinks in connection with events, seminars and other similar business related events. Owners of all Lots shall prohibit any use which will be noxious, offensive or detrimental to the use of the other Lots or which will create or emit any objectionable, offensive or noxious odors, dust, gases, fumes or other such material or which will in any manner violate any applicable zoning ordinance or other regulations enacted by any governmental authority. Any lease shall be in writing and shall be subject to the covenants and restrictions contained in this Declaration.

4.1 Declarant Business Office. Declarant, so long as Declarant has a record interest in the covered property, and its employees, representatives, and agents may maintain a business and sales office on the Land and may maintain, "for sale" signage and other sales facilities necessary or required until all of the Lots are sold.

4.2 Refuse Storage; Growth. The storage of trash, ashes, or other refuse, except in normal receptacles, is prohibited. Weeds, underbrush or other unsightly growths shall not be permitted to grow or remain on the Lots.

4.3 Signs and Billboards; Declarant's Right. No signs or billboards shall be permitted on any Lot or Common Element without the prior written consent of the Declarant, so long as Declarant has a record interest in the covered property, and the Association.

4.4 Vehicle Parking and Storage. No large trucks (over 28 feet in length) or large commercial vehicles, nor any vehicle in the process of being repaired or otherwise inoperable, shall be stored or parked on Common Elements. The operation and parking of all vehicles are subject to the Rules promulgated by the Association. Commercial vehicles may be subjected to a specific parking location. Portable buildings may be located on a Lot only as may be incidental to construction of improvements on a Lot. Any such building shall be removed within 10 months of its placement on a Lot.

4.5 Radio or Television Transmitting Device. Radio or television transmitting or receiving devices shall be allowed on any Lot or Building only with the approval of the Association. All such devices are subject to the approval of the Declarant, so long as Declarant has a record interest in the covered property, and the Architectural Committee.

4.6 Waste. No waste shall be committed on the Common Elements.

4.7 Temporary Structure. No trailer, tent or shack shall be erected, placed or permitted, nor shall any structure of a temporary character be used at anytime without the prior written consent of the Architectural Committee.

4.8 Improvements and Alterations; Plans and Specifications. No building, fence, wall or other improvements, landscaping, or structures shall be commenced, erected, placed, moved or maintained upon the Land, nor shall any exterior addition to or change in any improvement or landscaping located on the Land be made until the complete plans and specifications showing the precise and exact nature, site layout, elevation, landscaping, internal drainage, exterior illumination, underground utilities, kind, shape, height, set-back, materials, color and location of the same shall have been submitted in duplicate to and approved in writing approved by the Architectural Committee as to harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concepts for the Land as reflected in the Design Guidelines. In addition, the Architectural Committee shall approve in writing any builder doing work upon the Land.

4.9 Parking. All parking shall be shared among all Lot Owners and each Owner shall have an easement for the use of all parking for parking of vehicles.

4.11 Covered Parking. The Declarant, so long as Declarant has a record interest in the covered property shall determine appropriate locations for all covered parking; thereafter such determination shall be made by the Association.

4.12 Underground Utilities. No pipe, conduit, cable or line for water, gas, sewage, drainage, steam, electricity or any other energy or service shall be installed or maintained (outside of any Building) above the surface of the ground within any Lot or the Common Areas, unless otherwise approved in writing by the Declarant, so long as Declarant has a record interest in the covered property, and the Architectural Committee.

4.13 Easements. Easements for installation and maintenance of utilities are reserved as shown on the recorded plat of the Plat. No structures shall be erected on any of said easements and no improvements may be placed within said easements without the prior written approval of the Declarant, so long as Declarant has a record interest in the covered property, and the Architectural Committee.

4.14 Lot Consolidation. If the Owner of any Lot becomes the Owner of one or more contiguous and adjoining Lots, side yard line and setbacks common to the contiguous Lots may be waived by the Declarant, so long as Declarant has a record interest in the covered property, and the Architectural Committee, at their discretion.

4.15 Open Space. The Building areas may use up to seventy-five percent (75%) of a Lot with the balance devoted to landscaped open space. Open space is an area not covered by Building structures.

5. Easements for Encroachments. If any de minimus portion of the presently existing Common Elements encroaches upon a Lot or Lots, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist, regardless of whether such easement is shown on the recorded plat. Subject to the approval of the Declarant, so long as Declarant has a record interest in the covered property, and the Architectural Committee, if any portion of a Lot encroaches upon the Common Elements, or upon adjoining Lot or Lots, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Elements or on the Lots.

6. Administration and Management; Mandatory Membership; Terminable Contracts. The administration and management of the Land shall be governed by these Covenants, Conditions, and Restrictions and the Rules and Operating Agreement of the Association. An Owner of a Lot, upon becoming an Owner, shall be a Member of the Association and shall remain a member for the period of ownership. The Association shall be governed by a Board of Managers as is provided in the Operating Agreement of the Association. The Association may employ agents, servants and employees and any person or firm to act as Managing Agent at any agreed compensation. Members of the Association as Owners of Lots shall have voting rights under this Declaration in the percentages assigned to the Lots as set forth on Exhibit "B."

7. Records; Inspection by Owners and Mortgagees; Notices to Mortgagees.

7.1 Retention. The Board of Managers shall keep or cause to be kept current certified copies of the recorded Declaration, and the books and records with detailed accounts of the receipts and expenditures affecting the project and its administration and specifying the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association. The records so kept shall be available for inspection by all Owners, lenders, and the holders, insurers, and guarantors of first mortgages at convenient hours on working days or under reasonable circumstances.

7.2 Auditing. All records shall be kept in accordance with accepted accounting procedures. Owners and holders, insurers, and guarantors of first mortgages shall be

entitled to receive, free of charge upon written request, annual financial statements of the Association within ninety (90) days following the end of the fiscal year of the Association.

7.3 Notice to Mortgagees. The holder, insurer or guarantor of a mortgage on any Lot in the project is entitled to timely written notice of:

7.3.1 Any condemnation or casualty loss that affects either a Building or a Lot securing its mortgage;

7.3.2 Any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any Building or Lot on which it holds the mortgage;

7.3.3 A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

7.3.4 Any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

To obtain this information, the mortgage holder, insurer or guarantor shall send a written request to the Association, stating both its name and address and the Lot number or address of the Lot on which it has an interest.

8. Reservation for Access, Maintenance, Repair and Emergencies; Negligence of Owner; Easement by Association. The Association, or its agents, shall have access to each Lot and Building from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Elements thereon or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Lot or Building. Damage to the interior or any part of a Building or any part of a Lot resulting from the maintenance, repair, emergency repair or replacement of any of the Common Elements or as a result of emergency repairs within another Lot, at the instance of the Association, shall be a Common Expense of all of the Owners; provided, however, if such damage is the result of the misuse or negligence of an Owner, then such Owner shall be responsible and liable for all such damage. All maintenance, repairs and replacements to the Common Elements (unless necessitated by the negligence or misuse of a Lot Owner, in which case such expense shall be charged to such Lot Owner), shall be the Common Expense of all the Owners.

9. Owner's Maintenance Responsibility of Lot. For purposes of maintenance, repair, alteration and remodeling, an Owner shall be responsible for all portions of the Lot and Building and irrigation systems. Maintenance of Lot landscaping and replacement of dead Lot landscaping shall be the responsibility of the Owners. In furtherance thereof, the Owner of any Lot shall have the duty of and responsibility for keeping the premises, Building (both interior and exterior), improvements, and appurtenances, in a well maintained, safe, clean, and attractive condition at all times. If, in the opinion of the Board of Managers of the Association, any Owner fails to fulfill his duty and responsibility, the Association may elect to give notice of such fact to the Owner, who shall within seven (7) days of such notice, undertake the care and maintenance required to restore said Owner's Building or Lot to a safe, clean, and attractive condition. Should any such Owner fail to fulfill its duty and responsibility after such notice, the Association shall have the right and power to perform such care and maintenance, and the Owner shall be liable for the costs thereof plus 20% of

the cost to cure such failure as an administrative fee. If such Owner fails to reimburse the Association for the cost of such care and maintenance upon receipt of an invoice therefor, the amount of such charge shall constitute a lien upon the Lot and Building enforceable as any other mortgage lien.

10. Association's Maintenance, Operation, Repair and Alterations Responsibility.

The Association shall be responsible for the maintenance, improvement, operation, and repair of the Common Elements, including but not limited to maintenance of parking and private drive paving, drainage structures, curb and gutter, sidewalks, landscaping (including but not limited to keeping vegetation trimmed so that it does not obstruct the free, convenient and safe travel over and along streets and sidewalks), lighting, irrigation systems, dumpster enclosure and the community mailboxes. The City of Yukon shall not be responsible for any maintenance improvement, operation, and repair of the Common Elements.

11. Compliance with Provisions of Declaration, and Rules and Regulations.

Each Owner shall comply strictly with the provisions of this Declaration, the operating agreement of the Association and the rules, regulations, decisions and resolutions of the Association adopted pursuant to the operating agreement of the Association as the same may be lawfully amended from time to time. Failure and refusal after written notice to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief or both, and for reimbursement of all attorney's fees incurred in connection therewith and interest on all of such amounts at the rate of twenty percent (20%) per annum, which action shall be maintainable by the Managing Agent or Board of Managers in the name of the Association on behalf of the Owners or, in a proper case, by an aggrieved Owner or the City of Yukon.

12. Interim Control of Association.

Until one hundred twenty (120) days after the date on which one-hundred percent (100%) of the Lots have been conveyed to Lot purchasers, the Declarant shall have the right to appoint or elect the Board of Managers.

13. Revocation or Amendment to Declaration; Amendment of Undivided Interest in Common Elements; Approvals by Mortgagees.

This Declaration shall not be revoked unless all of the Owners and all of the holders of any recorded mortgage or lien covering or affecting any or all of the Lots unanimously consent and agree to such revocation by instrument(s) duly recorded. This Declaration shall not be amended unless the Declarant, so long as Declarant has a record interest in the covered property, and the Owners representing an aggregate of seventy-five percent (75%), or more, of percentage interests consent thereto in writing or by a 75% vote of a duly conducted meeting of Owners.

14. Assessment for Common Expenses.

14.1 Obligation to Pay Pro-rata Share.

All Owners shall be obligated to pay the assessments, either estimated or actual, imposed by the Board of Managers of the Association to meet the Common Expenses. The "pro rata share of assessments" shall mean the percentages set forth at Exhibit "B."

14.2 Assessment Due Date.

Beginning with the conveyance of each Lot from the Declarant, assessments for the estimated Common Expenses shall be due annually in

advance on the first day of each January. In the event the ownership of a Lot commences on a day other than the first day of a year, the assessment for that annual period shall be prorated for that year.

14.3 Fixing Assessments; Adjustments. For the purpose of fixing and determining the annual assessments or charges, the Board of Managers of the Association shall determine in advance for each calendar year the estimated aggregate amount of such assessments and charges as may be necessary for such year. The estimated annual assessment shall be sent in writing to each Owner on or before December 15 for the next succeeding year. The Board of Managers may from time to time during each year make reasonable adjustments in said estimated aggregate amount. The estimated aggregate amount for each year's expenses shall be pro rated among the Owners of the Lots in accordance with the percentages shown on Exhibit "B." Annual assessments shall not be increased by more than 10% per annum without the approval of Owners of Lots representing 70% of the percentages set forth on Exhibit B.

14.4 Special Assessments for Capital Improvements; Majority Assent; Notice. In addition to the annual assessments the Board of Managers may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement, including the necessary fixtures and personal property related thereto, provided that any such special assessment shall be approved by the Declarant, so long as Declarant has a record interest in the covered property, and Owners owning a majority of the assessment share percentages shown on Exhibit B, voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be given to all members at least ten (10) days in advance, which notice shall set forth the purpose of the meeting. No assessment shall include the costs of common area or other capital improvements for which Declarant is obligated to perform under this Declaration or under a contract with any Owner.

14.5 Basis of Common Expenses; Increases. The assessments made for Common Expenses shall be based upon estimated costs relating to the maintenance, repair, operation, additions, alterations and improvement responsibilities of the Association. In the event the cash requirement for Common Expenses exceeds the aggregate assessments made pursuant to this paragraph, the Board of Managers of the Association may from time to time and at any time increase, pro rata, the assessments set forth in this paragraph. The omission or failure of the Board of Managers to fix the assessment for any period shall not be deemed a waiver, modification or a release of the Owners from their obligation to pay the same. Assessments shall be payable at the address determined by the Board of Managers.

14.6 Benefit of Assessment or Association Earnings. No part of the assessments or net earnings of the Association shall inure to the benefit of any Lot Owner or individual, except to the extent that Lot Owners receive the benefits from the maintenance, repair, operations, additions, alterations and improvement responsibility of the Association.

15. Owner's Personal Obligation for Payment of Assessments.

15.1 Non-Exemption from Payment; Board Responsibility to Collect; Interest, Costs, and Attorney Fees; Suit; Notice to Mortgagee. The amount of Common Expenses assessed against each Lot shall be the personal liability of the Owner thereof. No Owner may exempt itself from liability for its contribution toward the Common Expenses by waiver of the use of enjoyment of any of the Common Elements or by abandonment of its Lot. The Board of Managers shall have the responsibility to take prompt action to collect any unpaid assessment, which remains unpaid more than fifteen (15) days from the due date for payment thereof. In the event of a default by an Owner in the payment of the assessment, such Owner shall be obligated to pay interest at the rate of ten percent (10%), or such higher rate as the Board of Managers may from time to time determine, per annum on the amount of the assessment from due date thereof, together with all expenses, including attorney's fees, incurred to collect such assessment together with late charges as provided by this Declaration. Suit to recover a money judgment for unpaid Common Expenses may be instigated in Canadian County, Oklahoma, and may be maintainable without foreclosing or waiving the lien securing it.

15.2 Unsold Lot Assessments. Declarant shall be responsible for payment of 50% of the annual assessment for any developed but unsold Lot. Declarant shall be liable of Declarant's share, based on the percentages set forth on Exhibit "B," of special assessments.

15.3 Reserves and Working Capital. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Elements that the Association may be obligated to maintain. The fund shall be maintained out of regular assessments for Common Expenses.

16. Assessment Lien; Priority; Notice of Lien; Recording; Enforcement; Receiver; Mortgagee may pay Assessment. All sums assessed but unpaid for the share of Common Expenses chargeable to any Lot, including any fees, late charges, fines or interest, shall constitute a lien on such Lot and any Building located thereon. To evidence such lien, the Board of Managers shall prepare a written notice of assessment lien setting forth the amount of such unpaid indebtedness, the name of the Owner of the Lot and a description of the Lot. Such a notice shall be signed by one of the Board of Managers or by one of the officers of the Association and shall be recorded in the office of the County Clerk of Canadian County, Oklahoma. Such lien may be enforced by the foreclosure of the defaulting Owner's Lot subsequent to the recording of a notice or claim thereof by the Association in like manner as a mortgage on real property. In any such proceedings the Owner shall be required to pay the costs, expenses and attorney's fees incurred for filing the lien and, in the event of foreclosure proceedings, the additional costs, all expenses and attorney's fees incurred in such action. The Owner of the Lot being foreclosed shall be required to pay to the Association the monthly assessment for the Lot during the period of foreclosure, and the Association shall be entitled to the appointment of a receiver to collect the same. The Association shall have the power to purchase a Lot at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant thereto, convey or otherwise deal with the same. Any mortgagee holding a lien on a Lot may pay, but shall not be required to pay, any unpaid Common Expenses payable with respect to such Lot incurred prior to foreclosure of the Lot.

17. Assessments Collectible Upon Sale. In a voluntary conveyance of a Lot the grantee of the Lot shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter for its share of the Common Expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the manager or a member of the Board of Managers of the Association, as the case may be, setting forth the amount of the unpaid assessments against the grantor of the Lot due the Association and such grantee shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount set forth in such statement.

18. Insurance.

18.1 Public Liability. The Board of Managers shall obtain and maintain comprehensive general liability insurance in such limits as may from time to time be determined necessary by the Board of Managers of the Association, covering all of the Common Elements. Such insurance policy shall contain a "severability of interest" endorsement, which shall preclude the insurer from denying the claim of the Association because of negligent acts of the Association or Lot Owners.

18.2 Named Insured; Mortgagee Clause. The liability policy shall be purchased by the Association naming the Association as the insured, as attorney-in-fact or trustee for all of the Owners.

18.3 Fiduciary Liability Insurance. To the extent it is reasonable attainable, the Board of Managers shall also obtain and maintain fiduciary liability insurance coverage against dishonest acts on the part of officers, directors, managers, trustees, employees or volunteers responsible for handling funds belonging to or administered by the Association.

18.4 Insurance for Lot Owners. Each Owner shall be required to obtain adequate insurance, at its own expense, on its Lot and Building and on all furnishings and decorations and other items of real and personal property belonging to an Owner. Casualty and public liability insurance coverage within each Lot and Building are specifically made the responsibility of the Owner thereof.

19. Eminent Domain.

19.1 Acquisition of All or Substantially All of a Lot. If a Lot is acquired by eminent domain, or if part of a Lot is acquired by eminent domain leaving the Lot Owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Declaration, the award must compensate the Lot Owner and mortgagees, if any, as their interest may appear, for the Lot and its Common Element interest, whether or not any Common Element interest is acquired. Upon acquisition, unless the decree otherwise provides, that Lot's entire Common Element interest, votes in the Association, and Common Expense liability shall be automatically reallocated to the remaining Lots in proportion to the respective interests, votes, and liabilities of those Lots before the taking, and the Association shall promptly prepare, execute, and record an amendment to the Declaration reflecting the reallocations.

19.2 Acquisition of Part of a Lot. Upon acquisition through condemnation other than as in paragraph 19.1 above, the Lot's Common Element interest, votes in the Association, and Common Expense liability shall not be reduced in proportion to the reduction in the size of the Lot, or on any other basis specified in the Declaration.

20. Registration of Mailing Address of Lot Owners, Association Address; Service Agent. Each Owner shall register its mailing address with the Association, and notices or demands intended to be served upon an Owner shall be sent by mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. All notices, demands or other notices intended to be served upon the Board of Managers of the Association or to the Association shall be sent certified mail, postage prepaid, to Darin Miller, 13401 N. Western Ave., Suite 302, Oklahoma City, Oklahoma 73114 or until notice is given by Darin Miller of a change in registered agent for notice and address for such person.

21. Mortgagee's Rights to Documents.

21.1 Notice and Documents to Mortgagee. Each holder, insurer, or guarantor of a first mortgage on any Lot shall, upon written request by such holder, insurer, or guarantor to the Board of Managers of the Association, receive any of the following:

21.1.1 Copies of budgets, notices of assessments, insurance certificates, or any other notices or statements provided under this Declaration by the Association to the Owner of the Lot covered by the mortgage;

21.1.2 Any financial statements of the Association within ninety (90) days following the end of any fiscal year, which are prepared for the Association and distributed to the Owners;

21.1.3 Copies of notices of meetings of the Owners and the right to be represented at any such meetings by a designated representative;

21.1.4 Notice of the decision of the Owners or the Association to make any material amendment to this Declaration, or the operating agreement of the Association;

21.1.5 Notice of substantial damage to, destruction of, or casualty loss to any Lot or any part of the Common Elements;

21.1.6 Notice of commencement of any condemnation or eminent domain proceedings with respect to any Lot or any part of the Common Elements;

21.1.7 Notice of any default herein of the holder's, insurer's or guarantor's Owner that is not cured by the Owner within sixty (60) days after the giving of notice by the Association to the Owner of the existence of the default;

21.1.8 A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

21.1.9 Any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

21.2 Form of Request. The request of a holder shall specify which of the above it desires to receive and shall indicate the address to which any notices of documents shall be sent by the Association. Failure of the Association to provide any of the foregoing to a holder who has made proper request therefor shall not affect the validity of any action, which is related to any of the foregoing. The Association need not inquire into the validity of any request made by a holder hereunder and in the event of multiple requests from purported holders of the same Lot, the Association shall honor the most recent request received.

21.3 Mortgagee's Rights. The prior written approval of all holders of first mortgages on the Lots will be required for any of the following:

21.3.1 An amendment to the Declaration which (i) changes the method of determining the obligations, assessments, dues or other charges which may be levied against a Lot Owner, or (ii) amends this section, or any other provision which specifically grants rights to mortgagees hereunder;

21.3.2 The abandonment, alienation, partition, subdivision, release, transfer, hypothecation or other encumbrance of the Common Elements, except that the consent of mortgagees shall not be required for action by the Association to (i) grant easements for utilities and similar or related purposes, or (ii) to lease or grant licenses;

21.3.3 The abandonment of the development or the removal of any part or all of the properties from the provisions of this Declaration.

22. Waiver Clause. Except as to the payment of assessments, the Association shall have the power to grant to any Owner a waiver, variance, or exception of and from any of the provisions of this Declaration, upon approval of the Declarant, so long as Declarant has a record interest in the covered property, and a majority of the votes entitled to be cast by the members of the Association at the annual meeting of the Association or at any special meeting called for this purpose.

23. General.

23.1 Severance. If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase or word, or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration, and the application of any such provisions, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

23.2 Failure to Enforce Not Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches, which may occur.

23.3 Captions. The captions herein are inserted only as a matter of convenience, and for reference, and in no way define, limit or describe the scope of this Declaration or exhibits nor the intent of any provision hereof.

23.4 Gender. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine and vice versa and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

23.5 Covenants to Run With the Land. The covenants, conditions and restrictions of this Declaration shall run with and bind the project and shall inure to the benefit of and be enforceable by the Association or any member, their respective legal representatives, heirs, successors and assigns.

23.6 Declarant Easement. Declarant has an easement through the Common Elements as may be reasonably necessary for the purpose of discharging Declarant's obligations or exercising Declarant's rights reserved herein.

23.7 Enforcement at Law or In Equity; Notice to Mortgagee of Uncured Default. The Association, the City of Yukon, or any Owner or Declarant, so long as Declarant has a record interest in the covered property, shall have the right to enforce by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendment hereto, including the right to prevent the violation of any such restrictions, conditions, covenants, or reservations and the right to recover damages or other dues for such violation; provided, however, with respect to assessment liens and Association Rules, the Association shall have the exclusive right to the enforcement thereof.

23.8 Attorneys' Fees. In the event action is instituted to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment, reasonable attorneys' fees and costs of such suit. In the event the Association is a prevailing party in such action, the amount of such attorneys' fees and costs shall be a special assessment with respect to the Lot involved in the action.

IN WITNESS WHEREOF, the undersigned has executed these presents the _____ day of _____, 2016.

STONEGATE PARTNERS, LLC

By _____
Dwight Darin Miller, Manager

STATE OF OKLAHOMA)

) ss:
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on the _____ day of _____,
2016, by Dwight Darin Miller, Manager of STONEGATE PARTNERS, LLC

(Seal)

Notary Public
My Commission Expires: _____
Commission No. _____

EXHIBIT A

Legal Description

STONEGATE OFFICE PARK, an addition to the City of Yukon, Canadian County, Oklahoma

EXHIBIT B

Assessment Percentages – Association Voting Percentages

Upon filing this Declaration, Assessment Percentages and Association Voting Percentages shall be as follows:

<u>Lot</u>	<u>Percentage</u>
1	8.33%
2	8.33%
3	8.33%
4	8.33%
5	8.33%
6	8.33%
7	8.33%
8	8.33%
9	8.33%
10	8.33%
11	8.33%
12	8.33%

5524.08

**DECLARATION OF
ACCESS AND PARKING EASEMENTS**

THIS DECLARATION OF ACCESS AND PARKING EASEMENTS (this “Declaration”) is made and entered into this ___ day of _____, 2016, by STONEGATE PARTNERS LLC, an Oklahoma limited liability company, whose notice address is 13401 N. Western Ave., Suite 302, Oklahoma City, OK 73114, being the owner of the real property described on Exhibit A hereto with respect to the following.

RECITALS

A. STONEGATE PARTNERS, LLC dedicated that certain Plat of Stonegate Office Park dated _____, 2016 and recorded in the Office of the Canadian County Clerk on _____, 2016 in Book _____, Pages _____ - _____ (the “Stonegate Office Park Plat”).

B. STONEGATE PARTNERS, LLC made and entered into that certain Declaration of Conditions, Covenants, and Conditions for the Stonegate Office Park dated _____, 2016 and recorded in the Office of the Canadian County Clerk on _____, 2016 in Book _____, Pages _____ - _____ (the “Stonegate Office Park Covenants”).

C. The Stonegate Office Park Covenants provide that every Owner in the Stonegate Office Park Plat shall have a nonexclusive right and easement of enjoyment in and to the Common Elements, including the use of all driveways and parking spaces, which shall be appurtenant to and shall pass with the title to the Lot of such Owner.

NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, STONEGATE PARTNERS LLC hereby declares as follows:

1. **Recitals; Capitalized Terms.** The foregoing Recitals are true and accurate and are incorporated herein by reference. Capitalized terms not defined in this Declaration shall have the meanings given to them in the Stonegate Office Park Covenants.

2. **Non-Exclusive Easement.** STONEGATE PARTNERS LLC hereby grants to the Owners of Lots in the Stonegate Office Park Plat and their respective tenants, employees, customers and invitees a nonexclusive easement in, on and through the Common Elements for access to said Owner’s Lot and to have access for the use of the parking spaces in the Stonegate Office Park Plat, subject to and further defined by the terms of the Stonegate Office Park Covenants.

3. **Easements Deemed Appurtenant.** The easements and rights herein created for an Owner shall be appurtenant to the Lot of that Owner, and all conveyances and instruments affecting title to a Lot shall be deemed to grant and reserve the easements and rights as provided herein, as

EXHIBIT A

Legal Description

STONEGATE OFFICE PARK, an addition to the City of Yukon, Canadian County, Oklahoma



DATE: February 17, 2016
FROM: Mitchell Hort, Director
TO: Acting City Manager & City Council
RE: Preliminary Plat for StoneGate Partners, LLC located at 1601 Health Center Parkway, Yukon, OK

MEMORANDUM

Attached are the approved minutes from the February 8, 2016 Planning Commission Meeting for recommendation and approval, from StoneGate Partners LLC for the preliminary plat.

A tract of land lying in the southeast quarter (SE/4) of section thirty (30), township twelve (T12N), range five west (R5W) of the Indian Meridian I.M. Yukon, Canadian County OK; better known as 1601 Health Center Parkway.

Seconded by Commissioner Baker.

A roll call was taken.

The Vote:

Ayes: Taylor, Baker, Hatley, Davis

Nays: None

Vote: 4-0

Motion Carried

8. ITEM: TO HEAR A REQUEST BY STONEGATE PARTNERS LLC FOR A PRELIMINARY PLAT.

A TRACT OF LAND LYING IN THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTY (30), TOWNSHIP TWELVE NORTH (T12N), RANGE FIVE WEST (R5W) OF THE INDIAN MERIDIAN I.M., YUKON, CANADIAN COUNTY, OKLAHOMA.

SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SE/4; THENCE S89° 47' 40"E ALONG THE SOUTH LINE OF SAID SE/4 A DISTANCE OF 1265.74 FEET, THENCE ALONG THE EASTERLY LINE OF YUKON PARKWAY WEST PHASE V, ACCORDING TO THE RECORDED PLAT THEREOF, THE FOLLOWING TWO (2) CALLS:

5) N00°06'07"W A DISTANCE OF 406.26 FEET,

6) THENCE S89° 47' 40"W A DISTANCE OF 128.60 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHEAST CORNER OF LOT 3, BLOCK 5 OF SAID YUKON PARKWAY WEST PHASE V.

THENCE S89° 47' 40"W ALONG THE SOUTH LINE OF SAID LOT 3, BLOCK 5 A DISTANCE OF 297.17 FEET; THENCE ALONG THE WEST LINE OF LOTS 1, 2, AND 3, SAID BLOCK 5 THE FOLLOWING TWO CALLS;

5) N00°08'38"E A DISTANCE OF 100.58 FEET;

6) THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 2114.34 FEET A CHORD BEARING OF N05°29'19"W, AND A CHORD DISTANCE OF 411.06 FEET, FOR AN ARC DISTANCE OF 411.72 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 5, YUKON PARKWAY WEST, PHASE V; THENCE N76°11'32"E ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 347.78 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE S00°08'38"W ALONG THE EAST LINE OF SAID LOTS 1, 2, AND 3, BLOCK 5 A DISTANCE OF 591.70 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 3.92 ACRES, MORE OR LESS.

Douglas Hartwig stated the preliminary plat that follows the PUD, you see the 12 lots that is included in the Common area, we've included the public utility easements for the water as part of the plat.

Chairman Taylor stated they will come back with the Final plat after this is approved by the City Council.

Chairman Baker stated I would like to make a motion; in the case of the application for a preliminary plat for Stonegate Office Park submitted by Stonegate Partners, LLC, we have read the staff report and received testimony at the public hearing. We find ourselves in agreement with staff findings including all plans and attachments cited in the staff report. I move that this preliminary plat of the subject property be approved contingent upon approval of the underlying zoning district by Council.

Seconded by Commissioner Davis.

The Vote:

Ayes: Hatley, Baker, Taylor, Davis

Nays: None

Vote: 4-0

Motion Carried

~~9. NEW BUSINESS~~

~~NONE~~

~~10. ITEM: OPEN DISCUSSION~~

~~Commissioner Davis stated we would like everyone to get out and vote tomorrow for Ward 4.~~

~~Commissioner Hatley stated the Chocolate Festival was big hit.~~

~~Chairman Taylor stated I encourage everyone to buy Girl Scout cookies – I happen to have a car load.~~

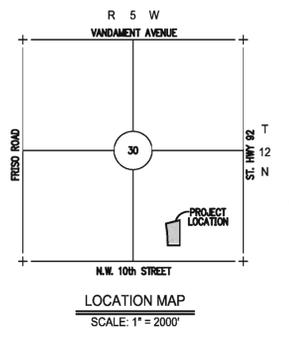
~~11. ADJOURNMENT –NEXT MEETING MARCH 14, 2016~~

~~Meeting adjourned at 7:35pm~~

OWNER'S
 DEVELOPMENT23 LLC
 13401 N. WESTERN AVE, SUITE 302
 OKLAHOMA CITY, OK 73114

LAND SURVEYOR
 CRAFTON TULL
 214 EAST MAIN
 OKLAHOMA CITY, OK 73104

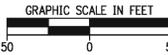
ENGINEER
 CRAFTON TULL
 214 EAST MAIN
 OKLAHOMA CITY, OK 73104



PRELIMINARY PLAT
 OF
STONEGATE OFFICE PARK
 A RE-PLAT OF LOTS 1, 2 & 3, BLOCK 5
 YUKON PARKWAY WEST PHASE V
 A PART OF THE S.E./4 OF SECTION 30, T-12-N, R-5-W, I.M.
 YUKON, CANADIAN COUNTY, OKLAHOMA

OWNER:
 YUKON ROUTE 66 II LLC
 3333 RICHMOND RD SUITE 320
 BEACHWOOD, OH 44122
 PARCEL #: 090754-001002-0000A2

SCALE: 1" = 50'



BASIS OF BEARING = SOUTH LINE OF THE
 S.E./4 OF SEC. 30, T-12-N, R-5-W, I.M.
 (S89°47'40"W)

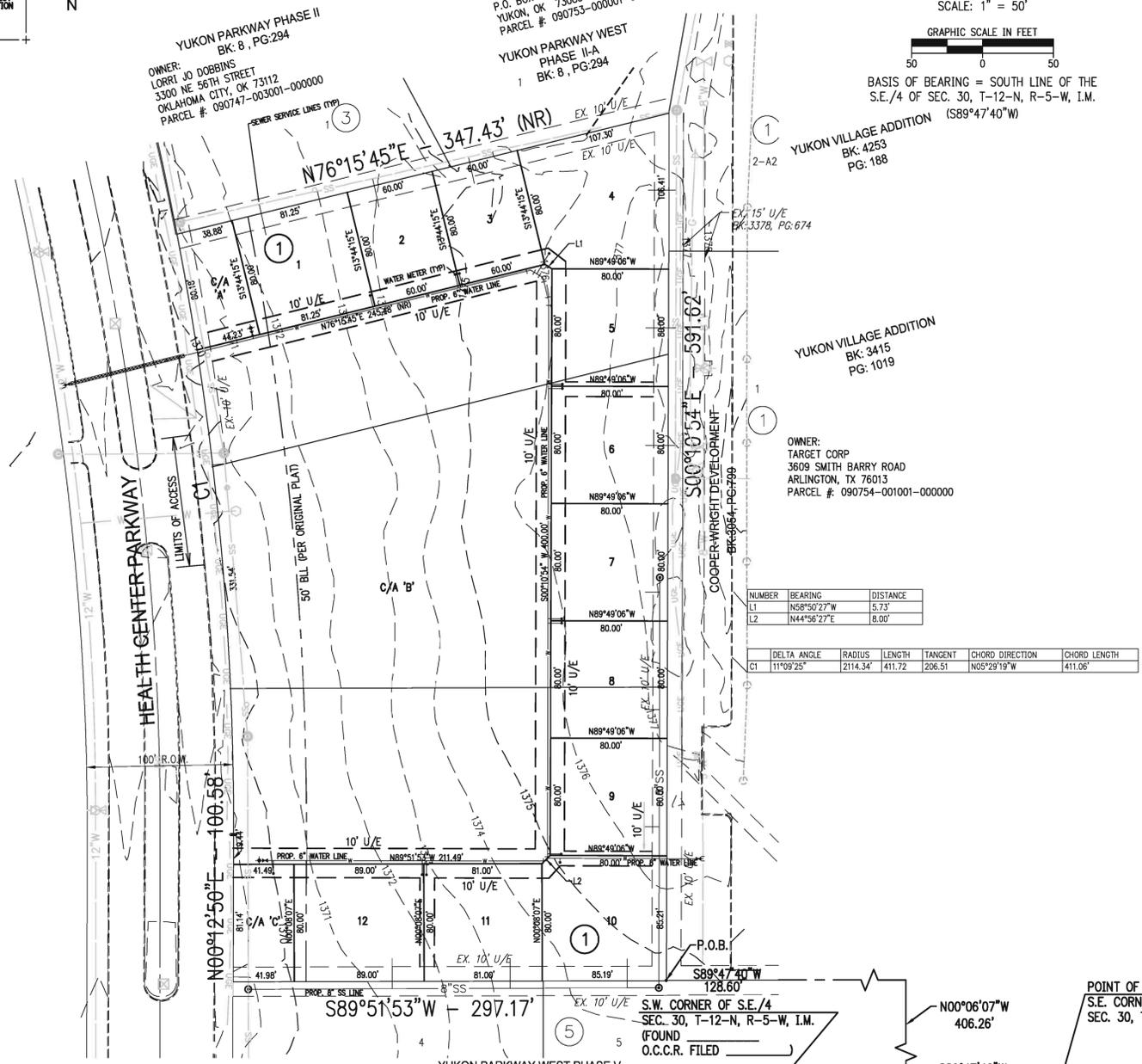
OWNER:
 LORRI JO DOBBINS
 3300 NE 56TH STREET
 OKLAHOMA CITY, OK 73112
 PARCEL #: 090747-003001-000000

OWNER:
 YUKON PROPERTIES LLC
 P.O. BOX 850126
 YUKON, OK 73085
 PARCEL #: 090753-000001-000000

YUKON VILLAGE ADDITION
 BK: 4253
 PG: 188

YUKON VILLAGE ADDITION
 BK: 3415
 PG: 1019

OWNER:
 TARGET CORP
 3609 SMITH BARRY ROAD
 ARLINGTON, TX 76013
 PARCEL #: 090754-001001-000000



OWNER:
 GST EXEMPTION RESIDUARY TRUST
 1801 N. FRISCO ROAD
 YUKON, OK 73099
 PARCEL #: 090750-005004-000000

OWNER:
 BAR-CO INVESTMENT LLC ETAL
 301 ELM
 YUKON, OK 73099
 PARCEL #: 090750-005005-000000

LEGEND

BL	BUILDING LIMIT LINE
BLL	BUILDING LIMIT LINE (ORIGINAL PLAT)
EX.	EXISTING
(NR)	NONRADIAL LINE
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY
U/E	UTILITY EASEMENT

POINT OF COMMENCEMENT
 S.E. CORNER OF S.E./4 OF
 SEC. 30, T-12-N, R-5-W, I.M.

PRELIMINARY PLAT TO SERVE
STONEGATE OFFICE PARK

214 E. Main
 Oklahoma City, Oklahoma 73104

Crafton Tull
 architecture | engineering | surveying
 405.787.6270 | 405.787.6276 | www.craftontull.com

SHEET NO.: 1 OF 1
 DATE: 01/08/2016
 PROJECT NO.: 116018-00

EMPLOYMENT AGREEMENT

The agreement made and entered into on the 1st day of March, 2016 between the City of Yukon, Oklahoma a Municipal Corporation hereinafter referred to as "City" and James D. Crosby hereinafter referred to "Crosby" or "Employee" is hereby ratified and amended as follows:

In consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. The City of Yukon hereby employs Crosby as City Manager for the City of Yukon beginning April 1, 2016.
2. Employee hereby agrees to accept such employment and to devote his full time, attention and best efforts to the business of City. The employee further warrants that he is under no contractual restrictions or obligations that will in any way limit his activities on behalf of City.
3. The parties hereto agree that employment by City is pursuant to Yukon Charter Section 20 and shall be for an indefinite term. Further, pursuant to City Charter Section 20, employee recognizes that his employment may be suspended, terminated or he may be removed from office by a vote of the majority of the members of the Yukon City Council, in that regard, employment under this agreement shall be at will.
4. Pursuant to City Charter Section 20, employee recognizes that during the tenure of his office that he shall reside within the City limits of the City of Yukon.
5. For and in consideration of employee's efforts hereunder employee shall receive the following compensation:
 - A. Beginning April 1, 2016 a base salary at the annual rate of \$138,600.00, payable in twenty-six (26) equal installments.
 - B. Car allowance annually in the amount of \$7,200.00, payable monthly or, at the option of Employee, use of a City owned vehicle.
 - C. Other benefits of employment with the City of Yukon provided to general employees unless otherwise specifically modified herein.
 - D. Employee shall be credited with two weeks vacation time.

E. Employee shall be credited with accrued sick leave equal to the amount of sick leave Employee has accrued with his immediately prior employer.

F. City agrees to pay all professional dues of Employee for the ICMA, the Oklahoma Municipal League, and the Oklahoma Management Association. Employee may attend at the City's expense the City Management Association meetings, the Oklahoma Municipal League meetings, the ICMA Conferences and National League of Cities conferences the the Yukon Chamber of Commerce.

G. Employee shall be entitled to all other benefits afforded to senior level, long-term employees regarding holidays, vacation time, sick leave and retirement and accrual thereof. City agrees to contribute an amount equal to six percent (6%) of Employee's monthly wage toward a retire plan of Employee's choice.

6. If, at anytime the City discharges the employee or terminates his employment for any reason, except for good cause, the City shall pay to the employee an amount equal to three (3) months of employee's base salary at that time. Payment contemplated herein shall be due within ninety (90) days following the separation of employment of the employee and shall be in addition to all other sums owed to the employee. PROVIDED, if the employee resigns, voluntarily terminates his employment or is separated from employment for good cause the City shall not be required to make payment provided herein.

7. Should Employee decide to separate from employment with the City for any reason except those which are not within his control, Employee shall give City six (6) months notice.

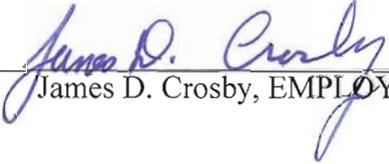
This Employment Agreement was considered and approved March 1, 2016 at the regularly scheduled City Council Meeting.

CITY OF YUKON, MUNICIPAL CORPORATION

By: _____
John Alberts, Mayor

ATTEST:

CITY CLERK



James D. Crosby, EMPLOYEE