

AMENDED AGENDA  
BOARD OF CITY COMMISSIONERS  
April 20, 2015 AT 6:30 P.M.  
COMMISSION CHAMBERS AT CITY HALL  
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

All motions will be made in the affirmative. The fact that a commissioner makes or offers a second to a motion does not mean that the commissioner must vote in favor of passage.

1. Consider approval of Consent Agenda:
  - a. Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in Agenda Item No. 13 and Shawnee Airport Authority Agenda Item No. 3.
  - b. Minutes from the April 6, 2015 regular meeting.
  - c. Acknowledge the following reports and minutes:
    - License Payment Report for March 2015
    - Project Payment Report for March 2015
    - Shawnee Urban Renewal Authority minutes from March 10, 2015
  - d. Lake Lease Renewals/Transfers:

RENEWALS:

    - Lot 9 Magnino Tract, 16724 Clearpond Lane  
Lessee: Patricia & Randall Hill
    - Lot 13 Hart Tract, 16401 Hart Road  
Lessee: James Reid
    - Lot 14 Magnino Tract, 16704 Clearpond Lane  
Lessee: Donald Lovelace & Brandon Lovelace

TRANSFERS:

    - Lot 14 Hart Tract, 16405 Hart Road  
From: Ronald Swadley  
To: Robert and Janet Lindley
    - Lot 15 Hart Tract, 16409 Hart Road  
From: Ronald Swadley  
To: Robert and Janet Lindley
  - e. Acknowledge participation by Commissioner Micheal Dykstra in the Sister City Exchange Program and visit to Nikaho, Japan from July 30 – August 5, 2015.

- f. Budget Amendment – General Fund  
*Adjust Budget to Account for Compensative Absences*
  - g. Grant an easement to Canadian Valley Electric Cooperative, Inc. to serve an existing City Lake Lot Lease site at Shawnee Twin Lakes.
2. Citizens Participation
    - (A three minute limit per person)
    - (A twelve minute limit per topic)
  3. Mayor’s Proclamation:
    - “Loyalty Day”  
May 1, 2015
    - “Better Hearing Month”  
May 2015
  4. Consider Oklahoma Municipal Retirement Fund lump sum payment from Defined Benefit Plan and refund of contributions from the Defined Contribution Plan for Charles Huff.
  5. Discussion, consideration and possible action to accept resignation of Ward 1 Commissioner Gary Vogel.
  6. Discussion, consideration and possible action to rescind the determination to set a process for appointment by the Commission of an individual to fill the vacancy in Ward 1.
  7. Discussion, consideration and possible action to set a special election to fill the vacancy in Ward 1. *(This item will be considered only if Agenda Item No. 6 passes.)*
  8. Discussion, consideration and possible action of Visit Shawnee Incorporated (VSI) contract.
  9. Presentation of proposed budget FY 2015-2016.
  10. Consider approval of Insurance Work Group recommendation to award the FY 2015-2016 insurance policies to Blue Cross/Blue Shield, Delta Dental and VSP Vision.
  11. Consider City paying additional insurance increase premiums for non-union employees.
  12. Acknowledge Sales Tax Report received April 2015.
  13. Consider Bids:
    - a. Operations of the Shawnee Water Park Concession Stand (Open)
  14. New Business
    - (Any matter not known about or which could not have been reasonably foreseen prior to the posting of the agenda)
  15. Commissioners Comments

16. Adjournment

Respectfully submitted

Phyllis Loftis, CMC, City Clerk

The City of Shawnee encourages participation from its citizens in public meetings. If participation is not possible due to a disability, notify the City Clerk, in writing, at least forty-eight hours prior to the scheduled meeting and necessary accommodations will be made. (ADA 28 CFR/36)

**Regular Board of Commissioners**

**1. a.**

**Meeting Date:** 04/20/2015

Bids Proceed

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in Agenda Item No. 13 and Shawnee Airport Authority Agenda Item No. 3.

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**Regular Board of Commissioners**

**1. b.**

**Meeting Date:** 04/20/2015

CC Minutes 4-6-2015

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Minutes from the April 6, 2015 regular meeting.

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Attachments

CC Minutes 4-6-2015

**BOARD OF CITY COMMISSIONERS PROCEEDINGS**  
APRIL 6, 2015 AT 6:30 P.M.

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Commission Chambers at City Hall, 9th and Broadway, Shawnee, Oklahoma, Monday, April 6, 2015 at 6:30 p.m., pursuant to notice duly posted as prescribed by law. Mayor Mainord presided and called the meeting to order. Upon roll call, the following members were in attendance.

Wes Mainord

Mayor

Absent

Commissioner Ward 1

Linda Agee

Commissioner Ward 2

James Harrod

Commissioner Ward 3-Vice Mayor

Keith Hall

Commissioner Ward 4

Lesa Shaw

Commissioner Ward 5

Micheal Dykstra

Commissioner Ward 6

ABSENT: Gary Vogel

INVOCATION

The Lord's Prayer

FLAG SALUTE

Led by Commissioner Dykstra

A motion was made by Vice Mayor Harrod, seconded by Commissioner Hall, to move Agenda Item No. 5 after Agenda Item No. 1 and then recess the City Commission and go into the Shawnee Municipal Authority. Motion carried 6-0.

AYE: Harrod, Hall, Shaw, Dykstra, Agee, Mainord

NAY: None

AGENDA ITEM NO. 1:

Consider approval of Consent Agenda:

- a. Minutes from the March 16, 2015 regular meeting.
- b. Acknowledge the following minutes:
  - Shawnee Civic and Cultural Development Authority from January 15, 2015 and February 19, 2015 meetings and February 26, 2015 Special Call meeting
- c. Authorize staff to advertise for Requests for Proposals for Shawnee Water Park Concessions

A motion was made by Vice Mayor Harrod, seconded by Commissioner Dykstra, to approve the Agenda Item Nos. 1(a-c). Motion carried 6-0.

AYE: Harrod, Dykstra, Agee, Mainord, Hall, Shaw

NAY: None

AGENDA ITEM NO. 5:

Introduction of Shawnee 2015 student/teacher delegation for exchange trip to Nikaho, Japan.

ADULT DELEGATES

Beth Polston, Sister Cities Chair

Dustin Tenney, Teacher, Shawnee High School

STUDENT DELEGATES

Chloe Jennings, Shawnee Middle School

Jordan Miller-LeCompte, Shawnee Middle School

Nathan Stephens, Shawnee Middle School

Keegan Carrera, Grove

Garrett Gallman, Grove

Samantha Huff, Grove

Kaitlin Koons, Grove

Margaret Price, Grove

Beth Polston introduced herself and each of the student delegates introduced themselves.

AGENDA ITEM NO. 2:

Citizens Participation  
(A three minute limit per person)  
(A twelve minute limit per topic)

There was no Citizens Participation.

RECESS CITY COMMISSION MEETING BY THE POWER OF THE CHAIR  
TO CONVENE SHAWNEE MUNICIPAL AUTHORITY (6:37 P.M.)

RECONVENE CITY COMMISSION MEETING BY THE POWER OF THE  
CHAIR (6:59 P.M.)

AGENDA ITEM NO. 3:

Mayor's Proclamations:  
"Fair Housing Month"  
April 2015

Interim City Manager Justin Erickson accepted the Mayor's Proclamation  
for "Fair Housing Month" presented by Mayor Mainord.

AGENDA ITEM NO. 4:

Presentation by Interim City Manager to  
Employee of the Month, Jason Watts,  
Dispatch.

Jason Watts was present to accept the Employee of the Month Certificate  
presented by Interim City Manager Justin Erickson.

AGENDA ITEM NO. 6:

Discussion concerning fire run fees, fire  
service area, mutual aid agreements and fire  
service outside city limits.

Interim Fire Chief Dru Tischer gave a presentation regarding the costs  
associated with responding to fire runs outside city limits. Chief Tischer  
recommended that the City change the current pricing structure from \$100.00 per  
hour per apparatus to 1/1000<sup>th</sup> of the actual cost of the apparatus responding to the  
fire call. He stated that this method will provide defensible criteria for apparatus  
usage rates and will stay current with increasing future costs. Commissioner  
Shaw asked Chief Tischer to factor depreciation rates into this method.  
Commissioner Hall spoke briefly about subscription services for fire runs outside  
the city limits. Chief Tischer will return with more information at the May 4,  
2015 City Commission meeting.



AGENDA ITEM NO. 7:

Discussion, consideration and possible action of Visit Shawnee Incorporated (VSI) contract.

Interim City Manager Justin Erickson stated that the VSI executive committee has met and the full board meeting is Wednesday April 8, 2015. He stated that the consensus of the board is to move forward with the City's contract.

Action was not taken.

AGENDA ITEM NO. 8:

Consider Bids:

a. Boy Scout Restroom Project (Award)

Operations Director James Bryce announced that three bids were received and after review and consideration it was staff's recommendation to refuse all bids and rebid the project. He requested to increase the restrooms to two toilets each, rather than one as previously bid.

A motion was made by Vice Mayor Harrod , seconded by Commissioner Shaw, to accept staff's recommendation and refuse all bids and rebid the project. Motion carried 6-0.

AYE: Harrod, Shaw, Dykstra, Agee, Mainord, Hall

NAY: None

AGENDA ITEM NO. 9:

New Business (Any matter not known about or which could not have been reasonably foreseen prior to the posting of the agenda)

It was announced that Commissioner Gary Vogel had resigned as Ward 1 Commissioner effective at 12:00 p.m. on this date. Commissioners discussed the methods available to fill the unexpired term, which includes calling for a special election or the Commission making an appointment to fill the opening until the next general or special election.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Dykstra, to advertise for a candidates for the Ward 1 Commission seat, by using the application for Boards and Commissioners available on the City's website; applications are due by 4:00 p.m. on April 29, 2015 in the City Clerk's office; interviews of candidates will be held at the May 4, 2015 City Commission

meeting, with the new Commissioner being sworn in at the May 18, 2015 City Commission meeting. Motion carried 5-1.

AYE: Harrod, Dykstra, Agee, Mainord, Hall  
NAY: Shaw

AGENDA ITEM NO. 10: Administrative Reports, including, but not limited to:

a. Storm Shelter Rebates – Don Lynch, Emergency Management Director

Emergency Management Director Don Lynch reported that a total of 1100 applications were received for the Safe Room/Storm Shelter Program Red Cross grant. Mr. Lynch noted that 204 award recipients have been notified and four additional awards are being held in case some eligible applicants have been overlooked.

b. Dispatch Center Remodel – Russell Frantz, Police Chief

Police Chief Russell Frantz reported that the dispatch center remodel is moving along well, with equipment arriving this week. He also reported that the range tower project will be completed in two to three weeks.

AGENDA ITEM NO. 11 Commissioners Comments

Commissioner Dykstra asked the status of the City Manager search. Staff advised that closing date for applications is April 10, 2015.

Vice Mayor Harrod commented on the many accidents at the intersection of Hardesty and Highway 177.

Commissioner Dykstra stated that he would like to go with the Sister Cities' Delegates to Japan this year.

RECESS CITY COMMISSION MEETING BY THE POWER OF THE CHAIR TO CONVENE SHAWNEE AIRPORT AUTHORITY AND RECONVENE SHAWNEE MUNICIPAL AUTHORITY (8:06 P.M.)

RECONVENE CITY COMMISSION MEETING BY THE POWER OF THE CHAIR (8:57 P.M.)

AGENDA ITEM NO. 12:

Consider an Executive Session to discuss potential claims, litigation or other options regarding the following: (a) City of Shawnee v. Modern Oil Company, Pottawatomie County District Court, No. 2011-70; (b) Beller v. City of Shawnee, Pottawatomie County District Court Case CV 14-2034; (c) Lexington Insurance Co. v. City of Shawnee, Pottawatomie County District Court, Case No. CJ-2015-60; (d) City of Shawnee v. IUPA and Jon Arnett, Oklahoma Court of Appeals Case No. SD-113577; (e) Citizen Potawatomi Nation v. City of Shawnee, Pott County District Court, Case No. CV-14-128; and (f) Burns v. City of Shawnee, United States District Court for the Western District of Oklahoma, Case No CIV 15-221F, as authorized by 25 O.S. §307(B)(4).

A motion was made by Commissioner Dykstra, seconded by Commissioner Shaw, to enter into Executive Session to discuss potential claims, litigation or other options regarding the following: (a) City of Shawnee v. Modern Oil Company, Pottawatomie County District Court, No. 2011-70; (b) Beller v. City of Shawnee, Pottawatomie County District Court Case CV 14-2034; (c) Lexington Insurance Co. v. City of Shawnee, Pottawatomie County District Court, Case No. CJ-2015-60; (d) City of Shawnee v. IUPA and Jon Arnett, Oklahoma Court of Appeals Case No. SD-113577; (e) Citizen Potawatomi Nation v. City of Shawnee, Pott County District Court, Case No. CV-14-128; and (f) Burns v. City of Shawnee, United States District Court for the Western District of Oklahoma, Case No CIV 15-221F, as authorized by 25 O.S. §307(B)(4). Motion carried 5-0.

COMMISSIONER HALL LEFT CHAMBERS.

AYE: Dykstra, Shaw, Agee, Harrod, Mainord

NAY: None

COMMISSION ENTERED INTO EXECUTIVE SESSION AT 9:00 P.M. WITH ALL MEMBERS PRESENT.

COMMISSION RECONVENED FROM EXECUTIVE SESSION AT 9:17 P.M.  
WITH ALL MEMBERS PRESENT

AGENDA ITEM NO. 13:

Consider matters discussed in Executive Session regarding potential claims, litigation or other options regarding the following: (a) City of Shawnee v. Modern Oil Company, Pottawatomie County District Court, No. 2011-70; (b) Beller v. City of Shawnee, Pottawatomie County District Court Case CV 14-2034; (c) Lexington Insurance Co. v. City of Shawnee, Pottawatomie County District Court, Case No. CJ-2015-60; (d) City of Shawnee v. IUPA and Jon Arnett, Oklahoma Court of Appeals Case No. SD-113577; (e) Citizen Potawatomi Nation v. City of Shawnee, Pott County District Court, Case No. CV-14-128; and (f) Burns v. City of Shawnee, United States District Court for the Western District of Oklahoma, Case No CIV 15-221F, as authorized by 25 O.S. §307(B)(4).

No action taken.

AGENDA ITEM NO. 14:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (9:18 p.m.)

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WES MAINORD, MAYOR

ATTEST:

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PHYLLIS LOFTIS, CMC, CITY CLERK

**Regular Board of Commissioners**

**1. c.**

**Meeting Date:** 04/20/2015

Rpts & Minutes

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Acknowledge the following reports and minutes:

- License Payment Report for March 2015
  - Project Payment Report for March 2015
  - Shawnee Urban Renewal Authority minutes from March 10, 2015
- 

Attachments

License March 2015

Project March 2015

SURA Minutes 3-10-2015

\*\* FEE CODE TOTALS \*\*

FEE CODE	DESCRIPTION	FEE	PAYMENT DISTRIBUTION			TOTAL PAI
			PENALTY	TAX	INTEREST	
ALARM	BURGLAR/FIRE ALARM LICENSE	5		125.00CR		125.00
ALARMRENEW	BURGLAR/FIRE ALARM RENEW	9		135.00CR		135.00
BEERWINER	BEER AND WINE RENEWAL	1		450.00CR		450.00
BOATREG	BOAT REGULAR PERMIT	17		442.00CR		442.00
DEMOL	DEMOLITION LICENSE FEE	1		75.00CR		75.00
ELEC1	ELECTRICAL CONTRACTOR INITIAL	2		200.00CR		200.00
ELEC2	ELECTRICAL CONTRACTOR RENEW	7		525.00CR		525.00
EXT	EXTERMINATOR LICENSE FEE	1		25.00CR		25.00
FISHANNUAL	FISHING ANNUAL FEE	16		240.00CR		240.00
IMERC	ITINERANT MERCHANT FEE	2		100.00CR		100.00
LAKELEASE	LAKE LEASE	8		5,296.00CR		5,296.00
MECH1	MECHANICAL CONTRACTOR INTIAL	3		300.00CR		300.00
MECH2	MECHANICAL CONTRACTOR RENEW	4		300.00CR		300.00
MIXER	MIXED BEVERAGE RENEWAL	3		2,700.00CR		2,700.00
PLUM1	PLUMBING CONTRACTOR INITIAL	3		300.00CR		300.00
PLUM2	PLUMBING CONTRACTOR RENEW	5		375.00CR		375.00
RESAL	RESIDENTIAL SALE	63		630.00CR		630.00
SIGN	SIGN HANGERS LICENSE FEE	1		75.00CR		75.00
SNOWC	SNOW CONE STAND LICENSE FEE	2		50.00CR		50.00
SOLID	SOLICITOR DAILY LICENSE	3		9.00CR		9.00
STORM	STORM CELLAR LICENSE FEE	1		75.00CR		75.00
TOTAL				12,427.00CR		12,427.00

\*\* SEGMENT CODE TOTALS \*\*

SEGMENT CODE	DESCRIPTION	TOTAL PAID
B1-NEW	BUILDING CONSTRUCTION NEW	3,445.56CR
B2-ADD	BUILDING CONSTRUCTION ADD	729.05CR
B3-REMODEL	BUILDING CONSTRUCTION REM	3,381.55CR
B4-CARPORT	BUILDING CARPORT	29.50CR
B4-SHELTER	BUILDING SHELTER	619.50CR
B4-STORAGE	BUILDING STORAGE SHED	830.50CR
E3-REMODEL	ELECTRICAL REMODEL/REPAIR	142.50CR
M3-REMODEL	MECHANICAL REMODEL/REPAIR	556.00CR
P2-ADD	PLUMBING ADDITION	154.50CR
P3-REMODEL	PLUMBING REMODEL	465.50CR
UNAPPLIED	UNAPPLIED CREDITS	25.00CR
X-SIGN	SIGN PERMIT	125.00CR
X-SWIMPOOL	SWIMMING POOL PERMIT	69.00CR
Z-OCCUP	OCCUPANCY PERMIT	150.00CR
TOTAL		10,723.16CR

\*\* GENERAL LEDGER DISTRIBUTION \*\*

FUND G/L ACCOUNT	ACCOUNT NAME	AMOUNT
001-2133	UBCC FEE PAYABLE	312.00CR
001-4202	BUILDING PERMITS	7,867.16CR
001-4203	PLUMBING PERMITS	780.00CR
001-4204	ELECTRICAL PERMITS	120.00CR
001-4206	HEATING & A/C PERMITS	520.00CR
001-4249	OTHER PERMITS	335.00CR
001-4822	OTHER MISC. REVENUE	39.00CR
501-4510	WATER TAPS	750.00CR
799-1023	BANCFIRST GENERAL	10,723.16



# **SHAWNEE URBAN RENEWAL AUTHORITY**

## **MINUTES OF MARCH 10, 2015**

The Board of Commissioners of the *Shawnee Urban Renewal Authority* met for a regular meeting Tuesday, March 10, 2015 at 9:00 a.m. in the 4<sup>th</sup> Floor Conference Room, Masonic Building, 23 E. 9<sup>th</sup>, Room 440, Shawnee, Oklahoma.

**Chairman Stephen Rice** called the meeting to order at 9:00 a.m.

### **AGENDA ITEM NO. 2**

#### **ROLL CALL:**

Roll call was taken showing the following members present:

Chairman	Stephen Rice
Commissioner	Tiffany Barrett
Commissioner	Monte Cockings
Commissioner	Ron Henderson

Absent: Commissioner Wayne Jackson

Guest: Larry Gill

Also present:

Justin Erickson, Program Director  
Bryan Logan, CDBG Coordinator/Rehab Specialist, SURA  
Elaine Shrum, Administrative Specialist, SURA  
Karen Drain, Secretary, SURA

A quorum was declared.

### **AGENDA ITEM NO. 3**

#### **APPROVAL OF MINUTES:**

A motion to approve the minutes of January 6, 2015 was made by **Commissioner Henderson**, seconded by **Commissioner Cockings**. Motion carried with no abstentions.

VOTING YES: Rice, Barrett, Cockings, and Henderson

VOTING NO: None

**AGENDA ITEM NO. 4  
APPROVAL OF CLAIMS:**

A motion to approve claims totaling \$ 15,055.25 was made by **Commissioner Cockings**, seconded by **Commissioner Barrett**. Motion carried with no abstentions.

VOTING YES: Rice, Barrett, Cockings and Henderson  
VOTING NO: None

**AGENDA ITEM NO. 5  
SWEAR IN NEW BOARD MEMBER**

**Bryan Logan, CDBG Coordinator/Rehab Specialist** swore in Larry Gill as the new SURA Board Member.

**AGENDA ITEM NO. 6  
ELECT NEW CHAIRMAN**

A motion to elect **Commissioner Ron Henderson** as Chairman was made by **Commissioner Cockings**, seconded by **Commissioner Gill**. Motion carried with no abstentions.

VOTING YES: Barrett, Cockings, Gill and Henderson  
VOTING NO: None

**AGENDA ITEM NO. 7  
ELECT NEW VICE-CHAIRMAN OR SECRETARY, IF NEEDED**

A motion to elect **Commissioner Larry Gill** as Secretary was made by **Commissioner Cockings**, seconded by **Commissioner Henderson**. Motion carried with no abstentions.

VOTING YES: Barrett, Cockings, Gill and Henderson  
VOTING NO: None

**AGENDA ITEM NO. 8  
REQUEST FOR ASSISTANCE:**

**Bryan Logan, CDBG Coordinator/Rehab Specialist** reported on the following requests for assistance:

- a) First Time Home Buyer: Tara Turner, 613 N. Dorothy

Ms. Turner is 37 years old and income qualified. She has never owned a home.

A motion to approve the request for assistance was made by **Commissioner Cockings**, seconded by **Commissioner Barrett**. Motion carried with no abstentions.

VOTING YES: Barrett, Cockings, Gill and Henderson  
VOTING NO: None

- b) Emergency Assistance: Monique & Chris Radford, 827 S. Bell

Mr. and Mrs. Radford are 35 and 34 years old and have 2 children. They have owned their home 3 years are income qualified. The home needs a new central heat/air unit and a new roof. The needed repairs may go over the limit a little, but are all a necessity.

A motion to approve the request for assistance and spend the extra money was made by **Commissioner Henderson**, seconded by **Commissioner Cockings**. Motion carried with no abstentions.

VOTING YES: Barrett, Cockings, Gill and Henderson  
VOTING NO: None

- c) Emergency Assistance: Audrey Hollingsworth, 209 S. Ruth

Ms. Hollingsworth is 79 years old and has owned her home 23 years. She is income qualified. The home needs the bath tub removed and install a walk in shower. She has been in the program in 2004, but the limit was not spent on her project. We should be able to complete these repairs and still be within the limit.

A motion to approve the request for assistance was made by **Commissioner Cockings**, seconded by **Commissioner Barrett**. Motion carried with no abstentions.

VOTING YES: Barrett, Cockings, Gill and Henderson  
VOTING NO: None

**AGENDA ITEM NO. 9  
UPDATE ON BID OPENINGS:**

***Bryan Logan, CDBG Coordinator/Rehab Specialist*** addressed the following results:

a) Mowing Lots

4 bids received:

	<u>Bid Amount</u>
G & G Lawn Service	\$190.00
Just Rite Weed Control & Lawn Service	\$205.00
Coleman's Lawn Service	\$250.00
P & L Lawn Service	\$260.00

**Bid Awarded to: G & G Lawn Service**

b) Emergency Assistance: Lissa Reed, 139 N. Center

Cost Estimate: \$ 10,750.00

2 bids received:

	<u>Bid Amount</u>
LG Construction	\$ 13,940.00
Unlimited Design	\$ 14,650.00

**Bid Awarded to: LG Construction**

**AGENDA ITEM NO. 10  
OLD BUSINESS:**

***Bryan Logan, CDBG Coordinator/Rehab Specialist*** presented a Certificate of Appreciation to ***Commissioner Stephen Rice*** for his years served on the SURA Board.

***Bryan*** also reported that an applicant is upset because upon inspection of the home it was discovered that the applicant did not live in the home full time and the repairs needed are too extensive for our program.

**AGENDA ITEM NO. 11  
NEW BUSINESS:**

**Bryan Logan, CDBG Coordinator/Rehab Specialist** reported that there will be a Public Hearing on March 31 in the City Commission Chambers to discuss the 5 year Consolidated Plan.

**Bryan** also reported that we would like to replace the 1996 Van that SURA owns. He received 3 bids for a new Chevy Pickup.


Beck Chevrolet, Sapulpa	\$ 26,377.00
David Stanley, OKC	\$ 27,580.00
Joe Cooper, Shawnee	\$ 33,248.00


**Justin Erickson, Program Director** reported that the City has purchased the building at 227 N. Broadway and SURA staff will be moving into that building the end of June when the lease is up with the Masonic Building.

**AGENDA ITEM NO. 12  
ADJOURNMENT**

There being no further business to come before the Board at this time, a motion to adjourn at 9:30 a.m. was made by **Commissioner Cockings**, seconded by **Commissioner Henderson** Motion carried with no abstentions.

VOTING YES: Barrett, Cockings, Gill and Henderson  
VOTING NO: None

  
Secretary, Larry Gill

  
Chairman, Ron Henderson

**Regular Board of Commissioners**

1. d.

**Meeting Date:** 04/20/2015

Lake Leases/Renewals

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Lake Lease Renewals/Transfers:

RENEWALS:

- Lot 9 Magnino Tract, 16724 Clearpond Lane  
Lessee: Patricia & Randall Hill
- Lot 13 Hart Tract, 16401 Hart Road  
Lessee: James Reid
- Lot 14 Magnino Tract, 16704 Clearpond Lane  
Lessee: Donald Lovelace & Brandon Lovelace

TRANSFERS:

- Lot 14 Hart Tract, 16405 Hart Road  
From: Ronald Swadley  
To: Robert and Janet Lindley
  - Lot 15 Hart Tract, 16409 Hart Road  
From: Ronald Swadley  
To: Robert and Janet Lindley
- 

Attachments

Lake Lease Hill

Lake Lease Reid

Lake Lease Lovelace

Lake Lease Lindley Lot 14

Lake Lease Lindley Lot 15



**City of Shawnee**  
**Community Development Department**  
 222 N. Broadway  
 Shawnee, OK 74801  
 (405) 878-1665 Fax (405) 878-1587  
[www.ShawneeOK.org](http://www.ShawneeOK.org)

**SHAWNEE TWIN LAKES CABIN SITE LEASES  
 SUMMARY/INSPECTION REPORT – FOR RENEWALS/TRANSFERS**

<b>Date</b>	04/08/2015	<b>License No. 018343</b>
<b>Type</b>	<input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Transfer <i>(Fee: \$1,000)</i>	
<b>Commission Meeting Date</b>	April 20 <sup>th</sup> , 2015	
<b>Property Address</b>	16724 CLEARPOND LN	
<b>Lake Site Location</b>	LOT 9 MAGNINO TRACT	
<b>Lease Dates</b>	03/15/2015 – 03/14/2045	
<b>Lease Fee (changes annually)</b>	\$662.00	
<b>Inspection Fee</b>	\$75.00    Applicable: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Lessee (Transfer To)</b>		
<b>Name(s)</b>	PATRICIA & RANDALL HILL	
<b>Address</b>	SEE FILE	
<b>Phone</b>	SEE FILE	
<b>Current Lessee (Transfer From) <span style="float: right;"><i>(if applicable)</i></span></b>		
<b>Name(s)</b>		
<b>Address</b>	SEE FILE	
<b>Phone</b>	SEE FILE	
<b>Inspection Information</b>		
<b>Inspection Required</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>DEQ Report on File</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Type of Septic System</b>	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Aerobic	
<b>Last Inspected/Pumped</b>	APRIL 6 <sup>TH</sup> , 2015	
<b>Misc. Comments</b>		
	<b>Total Charges Paid: \$737.00</b>	

**PLEASE READ CAREFULLY**

THIS LEASE IS NOT TRANSFERABLE AND IS SUBJECT TO CANCELLATION BY THE CITY FOR ANY VIOLATIONS OF THE TERMS THEREOF AS MORE SPECIFICALLY SET FORTH IN SECTION 16-326 OF THE SHAWNEE MUNICIPAL CODE:

**CABIN SITE LEASE  
LEASE# 018343**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of March 15, 2015 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

PATRICIA HILL  
of 32001 HORNBECK SHAWNEE OK 74801 ,

of,  
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of **\$ 662.00** dollars for **2015**, does hereby acknowledge receipt of the applicable rental fee, and other good and valuable considerations, does by these presents demise, lease and let unto the second party the following described real estate situated on, and a part of the site, owned by the first party as a City Reservoir and known as Shawnee Twin Lake No. 1, in the County of Pottawatomie State of Oklahoma, to-wit:

**16724 CLEARPOND LN  
LOT 9 MAGNINO TRACT**

TO HAVE AND TO HOLD SAME UNTO the second party for a term of thirty (30) years from the date hereof.

IT IS FURTHER mutually understood and agreed by and between the parties hereto as follows:

The said party of the second part shall and will and does hereby agree to pay to the first party annual lease payments as set forth in "Exhibit A", payable yearly in advance. The City shall retain the right to adjust the lease rate schedule at the termination of the original 30-year lease or at such time that a transfer is approved in accordance with Section 16-321 of the Shawnee Municipal Code (hereafter "SMC").



That at the expiration of the primary term hereof, the lessee shall have the right and option to renew said lease for an additional period of thirty (30) years under the terms and conditions set forth in Section 16-321 SMC. There is no limit to the number of times a lease can be renewed.

The premises of all lots leased by the City shall at all times be kept clean and maintained in a sanitary condition by the lessee. There is a 25-foot lakeshore buffer that extends landward of the ordinary high water mark on all leased lots for the purpose of watershed protection. This area shall not be used by the general public, except during an emergency situation. Within this buffer, leaseholders are encouraged to preserve existing native vegetation. Docks and other approved structures may be located within the buffer area. Fertilizers and other chemicals shall not be used within the buffer area. All other applicable City regulations and rules apply

That in addition to the possession of the property so leased, the lessee shall have the right and privilege of a site for a boat house and boat dock on the land owned by the City adjoining and immediately in front of a lot leased, which said boat house shall be erected and maintained by and at the cost of the lessee on ground not to exceed an area of thirty (30) feet by thirty (30) feet, which said boat house shall never be used as a place of human habitation, and which said boat house or boat dock shall conform to the provisions of Section 16-325 SMC, and that said boat dock or boat house shall be the private property of the lessee, who shall have the right of ingress and egress to and from the same, subject to the rights of the public as set forth herein. The lessee shall agree to keep said lot and boat house and dock in a clean and sanitary condition, and to maintain the same in a safe condition, and the City as lessor shall in no manner be liable to lessee for any damages suffered by lessee to said lot or boat house or dock, or the improvements thereon on account of the rise and fall of the water line of said lake, or for the enlargement or decrease by the City of the size of said lake, or on account of any rule or regulation that may hereafter be adopted by lessor, governing the regulations of said lake, and lessee agrees to hold the lessor free and harmless from all damages suffered by him or by any other person, on account of personal injuries or loss of property that may incur upon said lot, boat house or boat dock.

That the lessee agrees to lease the premises **AS IS** from the lessor with the knowledge and understanding that the lessor does not guarantee access to lots. Should the Lessee determine that an access road is necessary to reach his/her lot from a road already in existence, lessee agrees to use his/her own funds to create said access road. Lessee further agrees that upon access road completion it shall not be a private road, but rather, will be available for public use, including, but not limited to, allowing neighbor lots to connect to it to improve access to their lots or to allow joint access to bordering lots upon the one access road. The location of any access road to be constructed by the lessee must be approved by the City Engineer of the City of Shawnee prior to the beginning of construction.

That should the lessee construct any building or other structure, said construction will be in accordance to City of Shawnee development regulations. Lessee agrees that prior to commencing construction on any structure on the leased premises he/she will obtain an approved building permit from the City.

That lessee is solely responsible for determining the flood elevation on the leased premises and is required to satisfy lessor that prior to any construction on the leased premises the determination of the flood elevation has been done correctly and that any structure or building to be constructed on the leased premises be above the flood elevation. **LESSOR EXPRESSLY MAKES NO WARRANTIES OR REPRESENTATIONS AS TO SAFETY FROM FLOODING ON THE LEASED PREMISES AND LESSEE EXPRESSLY RELEASES THE LESSOR FROM ANY LIABILITY DUE TO FLOOD DAMAGE, BOTH PERSONAL AND PROPERTY, OCCURRING ON THE LEASED PREMISES FROM ANY CAUSE OR CONDITION.**

That all sanitary facilities to be constructed on the premises shall be wholly contained on the leased premises. Sanitary facilities, include, but are not limited to, septic tanks and lateral lines.

All septic systems and waste disposal systems on leased lake lots shall be inspected and subject the standards set forth in Chapter 16 SMC. The leaseholder shall have sixty (60) days to correct any defects found in the system. Corrections not made within the allotted time shall be grounds for the City to cancel the lease of the leaseholder.

That no lease shall be assigned or sublet, but lessee may at any time during the term of his/her lease, sell and transfer to other parties the improvements on the lot leased by him/her.

That in the event of the sale of the improvements by the lessee, the transfer shall not become effective until approved by the Board of Commissioners of the City of Shawnee at a regular or adjourned meeting held for that purpose and the City as lessor reserves the right to reject and disapprove any transfer when in its opinion it would be to the best interests of the City and its inhabitants to do so. If the transfer is approved, a new lease shall be entered into between the purchaser and the City, and a transfer charge is hereby fixed and established in the sum of one-thousand dollars (\$1000.00) to be paid to the City prior to said transfer in accordance with Section 16-322 SMC.

That the lessee shall be the owner of all improvements which may be placed by him or her, said improvements including cabins or other buildings and boat houses constitute personal property and lessee shall have the right to remove same from the lot at the termination of the lease, subject to the following: whenever a lease has been cancelled by the City as provided herein or by ordinance, the lessee or owner of said improvements shall remove the same within sixty (60) days of the date of the said cancellation of the lease and upon failure to do so, said improvements shall revert to and become the property of the City of Shawnee. And it shall have the right, without further notice or demand to take immediate possession of all said improvements and these will belong to the first party or its assigns, as liquidated damages for the non-fulfillment of the lease by lessee and for the use and rental thereof.

That the said second party does hereby release the City of Shawnee of any claim or claims for damages by reason of the cancellation of the said lease aforesaid.

That the second party shall at all times during the term of this lease be subject to and does hereby agree to abide by and conform to any rules, regulations or ordinances now in force, or that may hereafter be adopted by the City of Shawnee, governing the regulation of said lake and within the described premises, as to fishing, hunting, boating and other recreational activities upon and around said water reservoir, and to conform to and abide by all further rules, regulations and ordinances now in force, or that hereafter may be adopted by the City of Shawnee, Oklahoma, governing the regulations of said premises and lake.

The City Commission may upon a showing of intentional disregard for the terms of the lease and this division or other city ordinance pertaining to the lake, cancel the city lease upon 30 days notice to the lessee by mailing a copy of such notice to the lessee at his/her last known address. If a lease is cancelled either by the city or the lessee of a city-owned lot prior to the expiration of the lease term, the lessee shall pay the city an early termination fee of \$1,000 in exchange for a release of liability from the remaining term.

That this lease shall be binding upon the representatives, heirs, and assigns and successors in interest of the parties hereto.

It is understood by the parties hereto that a failure to comply with the terms of said Cabin Site Lease shall constitute a misdemeanor and any person, firm, or corporation convicted of such violation shall be punished by a fine not exceeding five hundred dollars (\$500.00) plus costs, or imprisonment for a term not exceeding thirty (30) days, or by such fine and imprisonment.

IN WITNESS WHEREOF, party of the first part has caused its name to be affixed hereto by the Mayor of the City of Shawnee, Oklahoma, and attested by the City Clerk, and the party of the second part hereunto affixed his/her name the day and year first above written.

CITY OF SHAWNEE, OKLAHOMA  
A Municipal Corporation,

BY: \_\_\_\_\_

MAYOR  
PARTY OF THE FIRST PART

ATTEST:

\_\_\_\_\_  
CITY CLERK

*Patricia J. Ziel*

\_\_\_\_\_  
PARTY OF THE SECOND PART

\_\_\_\_\_  
PARTY OF THE SECOND PART



**City of Shawnee**  
**Community Development Department**  
222 N. Broadway  
Shawnee, OK 74801  
(405) 878-1665 Fax (405) 878-1587  
[www.ShawneeOK.org](http://www.ShawneeOK.org)

**SHAWNEE TWIN LAKES CABIN SITE LEASES  
SUMMARY/INSPECTION REPORT – FOR RENEWALS/TRANSFERS**

<b>Date</b>	04/02/2015	<b>License No. 009498</b>
<b>Type</b>	<input checked="" type="checkbox"/> Renewal	<input type="checkbox"/> Transfer (Fee: \$1,000)
<b>Commission Meeting Date</b>	April 20 <sup>th</sup> , 2015	
<b>Property Address</b>	16401 HART RD.	
<b>Lake Site Location</b>	LOT 13 HART TRACT	
<b>Lease Dates</b>	03/07/2015 – 03/06/2045	
<b>Lease Fee (changes annually)</b>	\$662.00	
<b>Inspection Fee</b>	\$75.00 Applicable: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>Lessee (Transfer To)</b>		
<b>Name(s)</b>	JAMES REID	
<b>Address</b>	SEE FILE	
<b>Phone</b>	SEE FILE	
<b>Current Lessee (Transfer From) <span style="float: right;">(if applicable)</span></b>		
<b>Name(s)</b>		
<b>Address</b>	SEE FILE	
<b>Phone</b>	SEE FILE	
<b>Inspection Information</b>		
<b>Inspection Required</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Vacant Lot)	
<b>DEQ Report on File</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>Type of Septic System</b>	<input type="checkbox"/> Conventional <input type="checkbox"/> Aerobic (NONE)	
<b>Last Inspected/Pumped</b>	N/A	
<b>Misc. Comments</b>		
	<b>Total Charges Paid: \$662.00</b>	

**PLEASE READ CAREFULLY**

THIS LEASE IS NOT TRANSFERABLE AND IS SUBJECT TO CANCELLATION BY THE CITY FOR ANY VIOLATIONS OF THE TERMS THEREOF AS MORE SPECIFICALLY SET FORTH IN SECTION 16-326 OF THE SHAWNEE MUNICIPAL CODE:

**CABIN SITE LEASE  
LEASE# 009498**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of March 6, 2015 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

JAMES REID  
of 17309 SUN RIVER CT EDMOND OK 73003 ,

of ,  
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of \$ 662.00 dollars for 2015, does hereby acknowledge receipt of the applicable rental fee, and other good and valuable considerations, does by these presents demise, lease and let unto the second party the following described real estate situated on, and a part of the site, owned by the first party as a City Reservoir and known as Shawnee Twin Lake No. 1, in the County of Pottawatomie State of Oklahoma, to-wit:

**16401 HART RD  
LOT 13 HART TRACK**

TO HAVE AND TO HOLD SAME UNTO the second party for a term of thirty (30) years from the date hereof.

IT IS FURTHER mutually understood and agreed by and between the parties hereto as follows:

The said party of the second part shall and will and does hereby agree to pay to the first party annual lease payments as set forth in "Exhibit A", payable yearly in advance. The City shall retain the right to adjust the lease rate schedule at the termination of the original 30-year lease or at such time that a transfer is approved in accordance with Section 16-321 of the Shawnee Municipal Code (hereafter "SMC").

That at the expiration of the primary term hereof, the lessee shall have the right and option to renew said lease for an additional period of thirty (30) years under the terms and

conditions set forth in Section 16-321 SMC. There is no limit to the number of times a lease can be renewed.

The premises of all lots leased by the City shall at all times be kept clean and maintained in a sanitary condition by the lessee. There is a 25-foot lakeshore buffer that extends landward of the ordinary high water mark on all leased lots for the purpose of watershed protection. This area shall not be used by the general public, except during an emergency situation. Within this buffer, leaseholders are encouraged to preserve existing native vegetation. Docks and other approved structures may be located within the buffer area. Fertilizers and other chemicals shall not be used within the buffer area. All other applicable City regulations and rules apply

That in addition to the possession of the property so leased, the lessee shall have the right and privilege of a site for a boat house and boat dock on the land owned by the City adjoining and immediately in front of a lot leased, which said boat house shall be erected and maintained by and at the cost of the lessee on ground not to exceed an area of thirty (30) feet by thirty (30) feet, which said boat house shall never be used as a place of human habitation, and which said boat house or boat dock shall conform to the provisions of Section 16-325 SMC, and that said boat dock or boat house shall be the private property of the lessee, who shall have the right of ingress and egress to and from the same, subject to the rights of the public as set forth herein. The lessee shall agree to keep said lot and boat house and dock in a clean and sanitary condition, and to maintain the same in a safe condition, and the City as lessor shall in no manner be liable to lessee for any damages suffered by lessee to said lot or boat house or dock, or the improvements thereon on account of the rise and fall of the water line of said lake, or for the enlargement or decrease by the City of the size of said lake, or on account of any rule or regulation that may hereafter be adopted by lessor, governing the regulations of said lake, and lessee agrees to hold the lessor free and harmless from all damages suffered by him or by any other person, on account of personal injuries or loss of property that many incur upon said lot, boat house or boat dock.

That the lessee agrees to lease the premises **AS IS** from the lessor with the knowledge and understanding that the lessor does not guarantee access to lots. Should the Lessee determine that an access road is necessary to reach his/her lot from a road already in existence, lessee agrees to use his/her own funds to create said access road. Lessee further agrees that upon access road completion it shall not be a private road, but rather, will be available for public use, including, but not limited to, allowing neighbor lots to connect to it to improve access to their lots or to allow joint access to bordering lots upon the one access road. The location of any access road to be constructed by the lessee must be approved by the City Engineer of the City of Shawnee prior to the beginning of construction.

That should the lessee construct any building or other structure, said construction will be in accordance to City of Shawnee development regulations. Lessee agrees that prior to commencing construction on any structure on the leased premises he/she will obtain an approved building permit from the City.

That lessee is solely responsible for determining the flood elevation on the leased premises and is required to satisfy lessor that prior to any construction on the leased premises the

determination of the flood elevation has been done correctly and that any structure or building to be constructed on the leased premises be above the flood elevation. **LESSOR EXPRESSLY MAKES NO WARRANTIES OR REPRESENTATIONS AS TO SAFETY FROM FLOODING ON THE LEASED PREMISES AND LESSEE EXPRESSLY RELEASES THE LESSOR FROM ANY LIABILITY DUE TO FLOOD DAMAGE, BOTH PERSONAL AND PROPERTY, OCCURRING ON THE LEASED PREMISES FROM ANY CAUSE OR CONDITION.**

That all sanitary facilities to be constructed on the premises shall be wholly contained on the leased premises. Sanitary facilities, include, but are not limited to, septic tanks and lateral lines.

All septic systems and waste disposal systems on leased lake lots shall be inspected and subject the standards set forth in Chapter 16 SMC. The leaseholder shall have sixty (60) days to correct any defects found in the system. Corrections not made within the allotted time shall be grounds for the City to cancel the lease of the leaseholder.

That no lease shall be assigned or sublet, but lessee may at any time during the term of his/her lease, sell and transfer to other parties the improvements on the lot leased by him/her.

That in the event of the sale of the improvements by the lessee, the transfer shall not become effective until approved by the Board of Commissioners of the City of Shawnee at a regular or adjourned meeting held for that purpose and the City as lessor reserves the right to reject and disapprove any transfer when in its opinion it would be to the best interests of the City and its inhabitants to do so. If the transfer is approved, a new lease shall be entered into between the purchaser and the City, and a transfer charge is hereby fixed and established in the sum of one-thousand dollars (\$1000.00) to be paid to the City prior to said transfer in accordance with Section 16-322 SMC.

That the lessee shall be the owner of all improvements which may be placed by him or her, said improvements including cabins or other buildings and boat houses constitute personal property and lessee shall have the right to remove same from the lot at the termination of the lease, subject to the following: whenever a lease has been cancelled by the City as provided herein or by ordinance, the lessee or owner of said improvements shall remove the same within sixty (60) days of the date of the said cancellation of the lease and upon failure to do so, said improvements shall revert to and become the property of the City of Shawnee. And it shall have the right, without further notice or demand to take immediate possession of all said improvements and these will belong to the first party or its assigns, as liquidated damages for the non-fulfillment of the lease by lessee and for the use and rental thereof.

That the said second party does hereby release the City of Shawnee of any claim or claims for damages by reason of the cancellation of the said lease aforesaid.

That the second party shall at all times during the term of this lease be subject to and does hereby agree to abide by and conform to any rules, regulations or ordinances now in force, or that may hereafter be adopted by the City of Shawnee, governing the regulation of said lake and

within the described premises, as to fishing, hunting, boating and other recreational activities upon and around said water reservoir, and to conform to and abide by all further rules, regulations and ordinances now in force, or that hereafter may be adopted by the City of Shawnee, Oklahoma, governing the regulations of said premises and lake.

The City Commission may upon a showing of intentional disregard for the terms of the lease and this division or other city ordinance pertaining to the lake, cancel the city lease upon 30 days notice to the lessee by mailing a copy of such notice to the lessee at his/her last known address. If a lease is cancelled either by the city or the lessee of a city-owned lot prior to the expiration of the lease term, the lessee shall pay the city an early termination fee of \$1,000 in exchange for a release of liability from the remaining term.

That this lease shall be binding upon the representatives, heirs, and assigns and successors in interest of the parties hereto.

It is understood by the parties hereto that a failure to comply with the terms of said Cabin Site Lease shall constitute a misdemeanor and any person, firm, or corporation convicted of such violation shall be punished by a fine not exceeding five hundred dollars (\$500.00) plus costs, or imprisonment for a term not exceeding thirty (30) days, or by such fine and imprisonment.


IN WITNESS WHEREOF, party of the first part has caused its name to be affixed hereto by the Mayor of the City of Shawnee, Oklahoma, and attested by the City Clerk, and the party of the second part hereunto affixed his/her name the day and year first above written.

CITY OF SHAWNEE, OKLAHOMA  
A Municipal Corporation,

BY: \_\_\_\_\_  
MAYOR  
PARTY OF THE FIRST PART

ATTEST:

\_\_\_\_\_  
CITY CLERK

  
\_\_\_\_\_  
PARTY OF THE SECOND PART

\_\_\_\_\_  
PARTY OF THE SECOND PART





**City of Shawnee**  
**Community Development Department**  
 222 N. Broadway  
 Shawnee, OK 74801  
 (405) 878-1665 Fax (405) 878-1587  
[www.ShawneeOK.org](http://www.ShawneeOK.org)

**SHAWNEE TWIN LAKES CABIN SITE LEASES**  
**SUMMARY/INSPECTION REPORT – FOR RENEWALS/TRANSFERS**

<b>Date</b>	04/02/2015	<b>License No. 022707</b>
<b>Type</b>	<input checked="" type="checkbox"/> Renewal	<input type="checkbox"/> Transfer <i>(Fee: \$1,000)</i>
<b>Commission Meeting Date</b>	April 20 <sup>th</sup> , 2015	
<b>Property Address</b>	16704 CLEARPOND LN	
<b>Lake Site Location</b>	LOT 14 MAGNINO TRACT	
<b>Lease Dates</b>	08/21/2014 – 08/20/2044	
<b>Lease Fee (changes annually)</b>	\$649.00	
<b>Inspection Fee</b>	\$75.00 Applicable: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>Lessee (Transfer To)</b>		
<b>Name(s)</b>	DONALD LOVELACE & BRANDON LOVELACE	
<b>Address</b>	SEE FILE	
<b>Phone</b>	SEE FILE	
<b>Current Lessee (Transfer From) <span style="float: right;"><i>(if applicable)</i></span></b>		
<b>Name(s)</b>		
<b>Address</b>	SEE FILE	
<b>Phone</b>	SEE FILE	
<b>Inspection Information</b>		
<b>Inspection Required</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (if no, due: 07/23/2018)	
<b>DEQ Report on File</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Type of Septic System</b>	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Aerobic	
<b>Last Inspected/Pumped</b>	07/23/2013	
<b>Misc. Comments</b>		
	<b>Total Charges Paid: \$649.00</b>	

**PLEASE READ CAREFULLY**

THIS LEASE IS NOT TRANSFERABLE AND IS SUBJECT TO CANCELLATION BY THE CITY FOR ANY VIOLATIONS OF THE TERMS THEREOF AS MORE SPECIFICALLY SET FORTH IN SECTION 16-326 OF THE SHAWNEE MUNICIPAL CODE:

**CABIN SITE LEASE  
LEASE# 022707**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of August 21<sup>st</sup>, 2014 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

DONALD LOVELACE  
of 16704 CLEARPOND LN SHAWNEE OK 74801 ,  
BRANDON LOVELACE  
of 16704 CLEARPOND LN SHAWNEE OK 74801 ,  
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of **\$ 649.00** dollars for **2014**, does hereby acknowledge receipt of the applicable rental fee, and other good and valuable considerations, does by these presents demise, lease and let unto the second party the following described real estate situated on, and a part of the site, owned by the first party as a City Reservoir and known as Shawnee Twin Lake No. 1, in the County of Pottawatomie State of Oklahoma, to-wit:

**16704 CLEARPOND LN  
LOT 14 MAGNINO TRACT**

TO HAVE AND TO HOLD SAME UNTO the second party for a term of thirty (30) years from the date hereof.

IT IS FURTHER mutually understood and agreed by and between the parties hereto as follows:

The said party of the second part shall and will and does hereby agree to pay to the first party annual lease payments as set forth in "Exhibit A", payable yearly in advance. The City shall retain the right to adjust the lease rate schedule at the termination of the original 30-year lease or at such time that a transfer is approved in accordance with Section 16-321 of the Shawnee Municipal Code (hereafter "SMC").

That at the expiration of the primary term hereof, the lessee shall have the right and option to renew said lease for an additional period of thirty (30) years under the terms and conditions set forth in Section 16-321 SMC. There is no limit to the number of times a lease can be renewed.

The premises of all lots leased by the City shall at all times be kept clean and maintained in a sanitary condition by the lessee. There is a 25-foot lakeshore buffer that extends landward of the ordinary high water mark on all leased lots for the purpose of watershed protection. This area shall not be used by the general public, except during an emergency situation. Within this buffer, leaseholders are encouraged to preserve existing native vegetation. Docks and other approved structures may be located within the buffer area. Fertilizers and other chemicals shall not be used within the buffer area. All other applicable City regulations and rules apply

That in addition to the possession of the property so leased, the lessee shall have the right and privilege of a site for a boat house and boat dock on the land owned by the City adjoining and immediately in front of a lot leased, which said boat house shall be erected and maintained by and at the cost of the lessee on ground not to exceed an area of thirty (30) feet by thirty (30) feet, which said boat house shall never be used as a place of human habitation, and which said boat house or boat dock shall conform to the provisions of Section 16-325 SMC, and that said boat dock or boat house shall be the private property of the lessee, who shall have the right of ingress and egress to and from the same, subject to the rights of the public as set forth herein. The lessee shall agree to keep said lot and boat house and dock in a clean and sanitary condition, and to maintain the same in a safe condition, and the City as lessor shall in no manner be liable to lessee for any damages suffered by lessee to said lot or boat house or dock, or the improvements thereon on account of the rise and fall of the water line of said lake, or for the enlargement or decrease by the City of the size of said lake, or on account of any rule or regulation that may hereafter be adopted by lessor, governing the regulations of said lake, and lessee agrees to hold the lessor free and harmless from all damages suffered by him or by any other person, on account of personal injuries or loss of property that may incur upon said lot, boat house or boat dock.

That the lessee agrees to lease the premises **AS IS** from the lessor with the knowledge and understanding that the lessor does not guarantee access to lots. Should the Lessee determine that an access road is necessary to reach his/her lot from a road already in existence, lessee agrees to use his/her own funds to create said access road. Lessee further agrees that upon access road completion it shall not be a private road, but rather, will be available for public use, including, but not limited to, allowing neighbor lots to connect to it to improve access to their lots or to allow joint access to bordering lots upon the one access road. The location of any access road to be constructed by the lessee must be approved by the City Engineer of the City of Shawnee prior to the beginning of construction.

That should the lessee construct any building or other structure, said construction will be in accordance to City of Shawnee development regulations. Lessee agrees that prior to commencing construction on any structure on the leased premises he/she will obtain an approved building permit from the City.

That lessee is solely responsible for determining the flood elevation on the leased premises and is required to satisfy lessor that prior to any construction on the leased premises the determination of the flood elevation has been done correctly and that any structure or building to be constructed on the leased premises be above the flood elevation. **LESSOR EXPRESSLY MAKES NO WARRANTIES OR REPRESENTATIONS AS TO SAFETY FROM FLOODING ON THE LEASED PREMISES AND LESSEE EXPRESSLY RELEASES THE LESSOR FROM ANY LIABILITY DUE TO FLOOD DAMAGE, BOTH PERSONAL AND PROPERTY, OCCURRING ON THE LEASED PREMISES FROM ANY CAUSE OR CONDITION.**

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That no lease shall be assigned or sublet, but lessee may at any time during the term of his/her lease, sell and transfer to other parties the improvements on the lot leased by him/her.

That in the event of the sale of the improvements by the lessee, the transfer shall not become effective until approved by the Board of Commissioners of the City of Shawnee at a regular or adjourned meeting held for that purpose and the City as lessor reserves the right to reject and disapprove any transfer when in its opinion it would be to the best interests of the City and its inhabitants to do so. If the transfer is approved, a new lease shall be entered into between the purchaser and the City, and a transfer charge is hereby fixed and established in the sum of one-thousand dollars (\$1000.00) to be paid to the City prior to said transfer in accordance with Section 16-322 SMC.

That the lessee shall be the owner of all improvements which may be placed by him or her, said improvements including cabins or other buildings and boat houses constitute personal property and lessee shall have the right to remove same from the lot at the termination of the lease, subject to the following: whenever a lease has been cancelled by the City as provided herein or by ordinance, the lessee or owner of said improvements shall remove the same within sixty (60) days of the date of the said cancellation of the lease and upon failure to do so, said improvements shall revert to and become the property of the City of Shawnee. And it shall have the right, without further notice or demand to take immediate possession of all said improvements and these will belong to the first party or its assigns, as liquidated damages for the non-fulfillment of the lease by lessee and for the use and rental thereof.

That the said second party does hereby release the City of Shawnee of any claim or claims for damages by reason of the cancellation of the said lease aforesaid.

That the second party shall at all times during the term of this lease be subject to and does hereby agree to abide by and conform to any rules, regulations or ordinances now in force, or that may hereafter be adopted by the City of Shawnee, governing the regulation of said lake and within the described premises, as to fishing, hunting, boating and other recreational activities upon and around said water reservoir, and to conform to and abide by all further rules, regulations and ordinances now in force, or that hereafter may be adopted by the City of Shawnee, Oklahoma, governing the regulations of said premises and lake.

The City Commission may upon a showing of intentional disregard for the terms of the lease and this division or other city ordinance pertaining to the lake, cancel the city lease upon 30 days notice to the lessee by mailing a copy of such notice to the lessee at his/her last known address. If a lease is cancelled either by the city or the lessee of a city-owned lot prior to the expiration of the lease term, the lessee shall pay the city an early termination fee of \$1,000 in exchange for a release of liability from the remaining term.

That this lease shall be binding upon the representatives, heirs, and assigns and successors in interest of the parties hereto.

It is understood by the parties hereto that a failure to comply with the terms of said Cabin Site Lease shall constitute a misdemeanor and any person, firm, or corporation convicted of such violation shall be punished by a fine not exceeding five hundred dollars (\$500.00) plus costs, or imprisonment for a term not exceeding thirty (30) days, or by such fine and imprisonment.


IN WITNESS WHEREOF, party of the first part has caused its name to be affixed hereto by the Mayor of the City of Shawnee, Oklahoma, and attested by the City Clerk, and the party of the second part hereunto affixed his/her name the day and year first above written.

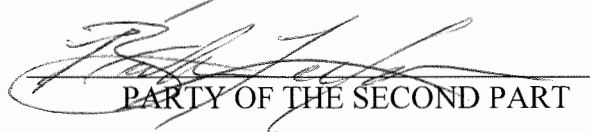
CITY OF SHAWNEE, OKLAHOMA  
A Municipal Corporation,

BY: \_\_\_\_\_  
MAYOR  
PARTY OF THE FIRST PART

ATTEST:

\_\_\_\_\_  
CITY CLERK

  
PARTY OF THE SECOND PART

  
PARTY OF THE SECOND PART



**City of Shawnee**  
**Community Development Department**  
 222 N. Broadway  
 Shawnee, OK 74801  
 (405) 878-1665 Fax (405) 878-1587  
[www.ShawneeOK.org](http://www.ShawneeOK.org)

**SHAWNEE TWIN LAKES CABIN SITE LEASES  
 SUMMARY/INSPECTION REPORT – FOR RENEWALS/TRANSFERS**

<b>Date</b>	04/15/2015	<b>License No. #026924</b>
<b>Type</b>	<input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Transfer ( <i>Fee: \$1,000</i> )	
<b>Commission Meeting Date</b>	April 20 <sup>th</sup> , 2015	
<b>Property Address</b>	16405 Hart Rd.	
<b>Lake Site Location</b>	Lot 14 Hart Tract	
<b>Lease Dates</b>	04/20/2015 – 04/19/2045	
<b>Lease Fee (changes annually)</b>	\$662.00	
<b>Inspection Fee</b>	\$75.00    Applicable: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>Lessee (Transfer To)</b>		
<b>Name(s)</b>	Robert & Janet Lindley	
<b>Address</b>	13500 Skyview Rd. Edmond, OK 73013	
<b>Phone</b>	405-388-7800	
<b>Current Lessee (Transfer From) <span style="float: right;"><i>(if applicable)</i></span></b>		
<b>Name(s)</b>	Ronald Swadley	
<b>Address</b>	8113 N Bridgeport Ln Bethany, OK 73013	
<b>Phone</b>	405-410-9321	
<b>Inspection Information</b>		
<b>Inspection Required</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Due: 10/22/2017)	
<b>DEQ Report on File</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Type of Septic System</b>	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Aerobic	
<b>Last Inspected/Pumped</b>	10/22/2012	
<b>Misc. Comments</b>	<p style="text-align: right;"><b>Total Charges Paid: \$1,662.00</b></p>	

**PLEASE READ CAREFULLY**

THIS LEASE IS NOT TRANSFERABLE AND IS SUBJECT TO CANCELLATION BY THE CITY FOR ANY VIOLATIONS OF THE TERMS THEREOF AS MORE SPECIFICALLY SET FORTH IN SECTION 16-326 OF THE SHAWNEE MUNICIPAL CODE:

**CABIN SITE LEASE  
LEASE# 026924**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of \_\_\_\_\_ by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

ROBERT LINDLEY  
of 13500 SKYVIEW RD. EDMOND OK 73013 ,  
JANET LINDLEY  
of 13500 SKYVIEW RD. EDMOND OK 73013,  
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of **\$ 662.00** dollars for **2015**, does hereby acknowledge receipt of the applicable rental fee, and other good and valuable considerations, does by these presents demise, lease and let unto the second party the following described real estate situated on, and a part of the site, owned by the first party as a City Reservoir and known as Shawnee Twin Lake No. 1, in the County of Pottawatomie State of Oklahoma, to-wit:

**16405 HART RD  
LOT 14 HART TRACT**

TO HAVE AND TO HOLD SAME UNTO the second party for a term of thirty (30) years from the date hereof.

IT IS FURTHER mutually understood and agreed by and between the parties hereto as follows:

The said party of the second part shall and will and does hereby agree to pay to the first party annual lease payments as set forth in "Exhibit A", payable yearly in advance. The City shall retain the right to adjust the lease rate schedule at the termination of the original 30-year lease or at such time that a transfer is approved in accordance with Section 16-321 of the Shawnee Municipal Code (hereafter "SMC").

That at the expiration of the primary term hereof, the lessee shall have the right and option to renew said lease for an additional period of thirty (30) years under the terms and

conditions set forth in Section 16-321 SMC. There is no limit to the number of times a lease can be renewed.

The premises of all lots leased by the City shall at all times be kept clean and maintained in a sanitary condition by the lessee. There is a 25-foot lakeshore buffer that extends landward of the ordinary high water mark on all leased lots for the purpose of watershed protection. This area shall not be used by the general public, except during an emergency situation. Within this buffer, leaseholders are encouraged to preserve existing native vegetation. Docks and other approved structures may be located within the buffer area. Fertilizers and other chemicals shall not be used within the buffer area. All other applicable City regulations and rules apply

That in addition to the possession of the property so leased, the lessee shall have the right and privilege of a site for a boat house and boat dock on the land owned by the City adjoining and immediately in front of a lot leased, which said boat house shall be erected and maintained by and at the cost of the lessee on ground not to exceed an area of thirty (30) feet by thirty (30) feet, which said boat house shall never be used as a place of human habitation, and which said boat house or boat dock shall conform to the provisions of Section 16-325 SMC, and that said boat dock or boat house shall be the private property of the lessee, who shall have the right of ingress and egress to and from the same, subject to the rights of the public as set forth herein. The lessee shall agree to keep said lot and boat house and dock in a clean and sanitary condition, and to maintain the same in a safe condition, and the City as lessor shall in no manner be liable to lessee for any damages suffered by lessee to said lot or boat house or dock, or the improvements thereon on account of the rise and fall of the water line of said lake, or for the enlargement or decrease by the City of the size of said lake, or on account of any rule or regulation that may hereafter be adopted by lessor, governing the regulations of said lake, and lessee agrees to hold the lessor free and harmless from all damages suffered by him or by any other person, on account of personal injuries or loss of property that may incur upon said lot, boat house or boat dock.

That the lessee agrees to lease the premises **AS IS** from the lessor with the knowledge and understanding that the lessor does not guarantee access to lots. Should the Lessee determine that an access road is necessary to reach his/her lot from a road already in existence, lessee agrees to use his/her own funds to create said access road. Lessee further agrees that upon access road completion it shall not be a private road, but rather, will be available for public use, including, but not limited to, allowing neighbor lots to connect to it to improve access to their lots or to allow joint access to bordering lots upon the one access road. The location of any access road to be constructed by the lessee must be approved by the City Engineer of the City of Shawnee prior to the beginning of construction.

That should the lessee construct any building or other structure, said construction will be in accordance to City of Shawnee development regulations. Lessee agrees that prior to commencing construction on any structure on the leased premises he/she will obtain an approved building permit from the City.

That lessee is solely responsible for determining the flood elevation on the leased premises and is required to satisfy lessor that prior to any construction on the leased premises the



determination of the flood elevation has been done correctly and that any structure or building to be constructed on the leased premises be above the flood elevation. **LESSOR EXPRESSLY MAKES NO WARRANTIES OR REPRESENTATIONS AS TO SAFETY FROM FLOODING ON THE LEASED PREMISES AND LESSEE EXPRESSLY RELEASES THE LESSOR FROM ANY LIABILITY DUE TO FLOOD DAMAGE, BOTH PERSONAL AND PROPERTY, OCCURRING ON THE LEASED PREMISES FROM ANY CAUSE OR CONDITION.**

That all sanitary facilities to be constructed on the premises shall be wholly contained on the leased premises. Sanitary facilities, include, but are not limited to, septic tanks and lateral lines.

All septic systems and waste disposal systems on leased lake lots shall be inspected and subject the standards set forth in Chapter 16 SMC. The leaseholder shall have sixty (60) days to correct any defects found in the system. Corrections not made within the allotted time shall be grounds for the City to cancel the lease of the leaseholder.

That no lease shall be assigned or sublet, but lessee may at any time during the term of his/her lease, sell and transfer to other parties the improvements on the lot leased by him/her.

That in the event of the sale of the improvements by the lessee, the transfer shall not become effective until approved by the Board of Commissioners of the City of Shawnee at a regular or adjourned meeting held for that purpose and the City as lessor reserves the right to reject and disapprove any transfer when in its opinion it would be to the best interests of the City and its inhabitants to do so. If the transfer is approved, a new lease shall be entered into between the purchaser and the City, and a transfer charge is hereby fixed and established in the sum of one-thousand dollars (\$1000.00) to be paid to the City prior to said transfer in accordance with Section 16-322 SMC.

That the lessee shall be the owner of all improvements which may be placed by him or her, said improvements including cabins or other buildings and boat houses constitute personal property and lessee shall have the right to remove same from the lot at the termination of the lease, subject to the following: whenever a lease has been cancelled by the City as provided herein or by ordinance, the lessee or owner of said improvements shall remove the same within sixty (60) days of the date of the said cancellation of the lease and upon failure to do so, said improvements shall revert to and become the property of the City of Shawnee. And it shall have the right, without further notice or demand to take immediate possession of all said improvements and these will belong to the first party or its assigns, as liquidated damages for the non-fulfillment of the lease by lessee and for the use and rental thereof.

That the said second party does hereby release the City of Shawnee of any claim or claims for damages by reason of the cancellation of the said lease aforesaid.

That the second party shall at all times during the term of this lease be subject to and does hereby agree to abide by and conform to any rules, regulations or ordinances now in force, or that may hereafter be adopted by the City of Shawnee, governing the regulation of said lake and

within the described premises, as to fishing, hunting, boating and other recreational activities upon and around said water reservoir, and to conform to and abide by all further rules, regulations and ordinances now in force, or that hereafter may be adopted by the City of Shawnee, Oklahoma, governing the regulations of said premises and lake.

The City Commission may upon a showing of intentional disregard for the terms of the lease and this division or other city ordinance pertaining to the lake, cancel the city lease upon 30 days notice to the lessee by mailing a copy of such notice to the lessee at his/her last known address. If a lease is cancelled either by the city or the lessee of a city-owned lot prior to the expiration of the lease term, the lessee shall pay the city an early termination fee of \$1,000 in exchange for a release of liability from the remaining term.

That this lease shall be binding upon the representatives, heirs, and assigns and successors in interest of the parties hereto.

It is understood by the parties hereto that a failure to comply with the terms of said Cabin Site Lease shall constitute a misdemeanor and any person, firm, or corporation convicted of such violation shall be punished by a fine not exceeding five hundred dollars (\$500.00) plus costs, or imprisonment for a term not exceeding thirty (30) days, or by such fine and imprisonment.


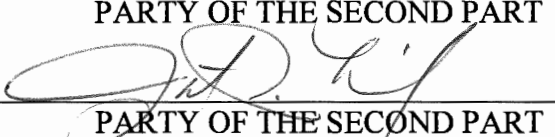
IN WITNESS WHEREOF, party of the first part has caused its name to be affixed hereto by the Mayor of the City of Shawnee, Oklahoma, and attested by the City Clerk, and the party of the second part hereunto affixed his/her name the day and year first above written.

CITY OF SHAWNEE, OKLAHOMA  
A Municipal Corporation,

BY: \_\_\_\_\_  
MAYOR  
PARTY OF THE FIRST PART

ATTEST:

\_\_\_\_\_  
CITY CLERK

  
\_\_\_\_\_  
PARTY OF THE SECOND PART  
  
\_\_\_\_\_  
PARTY OF THE SECOND PART



**City of Shawnee**  
**Community Development Department**  
222 N. Broadway  
Shawnee, OK 74801  
(405) 878-1665 Fax (405) 878-1587  
[www.ShawneeOK.org](http://www.ShawneeOK.org)

**SHAWNEE TWIN LAKES CABIN SITE LEASES  
SUMMARY/INSPECTION REPORT – FOR RENEWALS/TRANSFERS**

<b>Date</b>	04/15/2015	<b>License No. #026927</b>
<b>Type</b>	<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> Transfer (Fee: \$1,000)
<b>Commission Meeting Date</b>	April 20 <sup>th</sup> , 2015	
<b>Property Address</b>	16409 Hart Rd.	
<b>Lake Site Location</b>	Lot 15 Hart Tract	
<b>Lease Dates</b>	04/20/2015 – 04/19/2045	
<b>Lease Fee (changes annually)</b>	\$662.00	
<b>Inspection Fee</b>	\$75.00 Applicable: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>Lessee (Transfer To)</b>		
<b>Name(s)</b>	Robert & Janet Lindley	
<b>Address</b>	13500 Skyview Rd. Edmond, OK 73013	
<b>Phone</b>	405-388-7800	
<b>Current Lessee (Transfer From) <span style="float: right;">(if applicable)</span></b>		
<b>Name(s)</b>	Ronald Swadley	
<b>Address</b>	8113 N Bridgeport Ln Bethany, OK 73013	
<b>Phone</b>	405-410-9321	
<b>Inspection Information</b>		
<b>Inspection Required</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Due: 10/22/2017)	
<b>DEQ Report on File</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Type of Septic System</b>	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Aerobic	
<b>Last Inspected/Pumped</b>	10/22/2012	
<b>Misc. Comments</b>		
	<b>Total Charges Paid: \$1,662.00</b>	

**PLEASE READ CAREFULLY**

THIS LEASE IS NOT TRANSFERABLE AND IS SUBJECT TO CANCELLATION BY THE CITY FOR ANY VIOLATIONS OF THE TERMS THEREOF AS MORE SPECIFICALLY SET FORTH IN SECTION 16-326 OF THE SHAWNEE MUNICIPAL CODE:

**CABIN SITE LEASE  
LEASE# 026927**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of \_\_\_\_\_ by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

ROBERT LINDLEY  
of 13500 SKYVIEW RD. EDMOND OK 73013 ,  
JANET LINDLEY  
of 13500 SKYVIEW RD. EDMOND OK 73013,  
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of **\$ 662.00** dollars for **2015**, does hereby acknowledge receipt of the applicable rental fee, and other good and valuable considerations, does by these presents demise, lease and let unto the second party the following described real estate situated on, and a part of the site, owned by the first party as a City Reservoir and known as Shawnee Twin Lake No. 1, in the County of Pottawatomie State of Oklahoma, to-wit:

**16409 HART RD  
LOT 15 HART TRACT**

TO HAVE AND TO HOLD SAME UNTO the second party for a term of thirty (30) years from the date hereof.

IT IS FURTHER mutually understood and agreed by and between the parties hereto as follows:

The said party of the second part shall and will and does hereby agree to pay to the first party annual lease payments as set forth in "Exhibit A", payable yearly in advance. The City shall retain the right to adjust the lease rate schedule at the termination of the original 30-year lease or at such time that a transfer is approved in accordance with Section 16-321 of the Shawnee Municipal Code (hereafter "SMC").

That at the expiration of the primary term hereof, the lessee shall have the right and option to renew said lease for an additional period of thirty (30) years under the terms and conditions set forth in Section 16-321 SMC. There is no limit to the number of times a lease can be renewed.

The premises of all lots leased by the City shall at all times be kept clean and maintained in a sanitary condition by the lessee. There is a 25-foot lakeshore buffer that extends landward of the ordinary high water mark on all leased lots for the purpose of watershed protection. This area shall not be used by the general public, except during an emergency situation. Within this buffer, leaseholders are encouraged to preserve existing native vegetation. Docks and other approved structures may be located within the buffer area. Fertilizers and other chemicals shall not be used within the buffer area. All other applicable City regulations and rules apply

That in addition to the possession of the property so leased, the lessee shall have the right and privilege of a site for a boat house and boat dock on the land owned by the City adjoining and immediately in front of a lot leased, which said boat house shall be erected and maintained by and at the cost of the lessee on ground not to exceed an area of thirty (30) feet by thirty (30) feet, which said boat house shall never be used as a place of human habitation, and which said boat house or boat dock shall conform to the provisions of Section 16-325 SMC, and that said boat dock or boat house shall be the private property of the lessee, who shall have the right of ingress and egress to and from the same, subject to the rights of the public as set forth herein. The lessee shall agree to keep said lot and boat house and dock in a clean and sanitary condition, and to maintain the same in a safe condition, and the City as lessor shall in no manner be liable to lessee for any damages suffered by lessee to said lot or boat house or dock, or the improvements thereon on account of the rise and fall of the water line of said lake, or for the enlargement or decrease by the City of the size of said lake, or on account of any rule or regulation that may hereafter be adopted by lessor, governing the regulations of said lake, and lessee agrees to hold the lessor free and harmless from all damages suffered by him or by any other person, on account of personal injuries or loss of property that may incur upon said lot, boat house or boat dock.

That the lessee agrees to lease the premises **AS IS** from the lessor with the knowledge and understanding that the lessor does not guarantee access to lots. Should the Lessee determine that an access road is necessary to reach his/her lot from a road already in existence, lessee agrees to use his/her own funds to create said access road. Lessee further agrees that upon access road completion it shall not be a private road, but rather, will be available for public use, including, but not limited to, allowing neighbor lots to connect to it to improve access to their lots or to allow joint access to bordering lots upon the one access road. The location of any access road to be constructed by the lessee must be approved by the City Engineer of the City of Shawnee prior to the beginning of construction.

That should the lessee construct any building or other structure, said construction will be in accordance to City of Shawnee development regulations. Lessee agrees that prior to commencing construction on any structure on the leased premises he/she will obtain an approved building permit from the City.

That lessee is solely responsible for determining the flood elevation on the leased premises and is required to satisfy lessor that prior to any construction on the leased premises the determination of the flood elevation has been done correctly and that any structure or building to be constructed on the leased premises be above the flood elevation. **LESSOR EXPRESSLY MAKES NO WARRANTIES OR REPRESENTATIONS AS TO SAFETY FROM FLOODING ON THE LEASED PREMISES AND LESSEE EXPRESSLY RELEASES THE LESSOR FROM ANY LIABILITY DUE TO FLOOD DAMAGE, BOTH PERSONAL AND PROPERTY, OCCURRING ON THE LEASED PREMISES FROM ANY CAUSE OR CONDITION.**

That all sanitary facilities to be constructed on the premises shall be wholly contained on the leased premises. Sanitary facilities, include, but are not limited to, septic tanks and lateral lines.

All septic systems and waste disposal systems on leased lake lots shall be inspected and subject the standards set forth in Chapter 16 SMC. The leaseholder shall have sixty (60) days to correct any defects found in the system. Corrections not made within the allotted time shall be grounds for the City to cancel the lease of the leaseholder.

That no lease shall be assigned or sublet, but lessee may at any time during the term of his/her lease, sell and transfer to other parties the improvements on the lot leased by him/her.

That in the event of the sale of the improvements by the lessee, the transfer shall not become effective until approved by the Board of Commissioners of the City of Shawnee at a regular or adjourned meeting held for that purpose and the City as lessor reserves the right to reject and disapprove any transfer when in its opinion it would be to the best interests of the City and its inhabitants to do so. If the transfer is approved, a new lease shall be entered into between the purchaser and the City, and a transfer charge is hereby fixed and established in the sum of one-thousand dollars (\$1000.00) to be paid to the City prior to said transfer in accordance with Section 16-322 SMC.

That the lessee shall be the owner of all improvements which may be placed by him or her, said improvements including cabins or other buildings and boat houses constitute personal property and lessee shall have the right to remove same from the lot at the termination of the lease, subject to the following: whenever a lease has been cancelled by the City as provided herein or by ordinance, the lessee or owner of said improvements shall remove the same within sixty (60) days of the date of the said cancellation of the lease and upon failure to do so, said improvements shall revert to and become the property of the City of Shawnee. And it shall have the right, without further notice or demand to take immediate possession of all said improvements and these will belong to the first party or its assigns, as liquidated damages for the non-fulfillment of the lease by lessee and for the use and rental thereof.

That the said second party does hereby release the City of Shawnee of any claim or claims for damages by reason of the cancellation of the said lease aforesaid.

That the second party shall at all times during the term of this lease be subject to and does hereby agree to abide by and conform to any rules, regulations or ordinances now in force, or that may hereafter be adopted by the City of Shawnee, governing the regulation of said lake and within the described premises, as to fishing, hunting, boating and other recreational activities upon and around said water reservoir, and to conform to and abide by all further rules, regulations and ordinances now in force, or that hereafter may be adopted by the City of Shawnee, Oklahoma, governing the regulations of said premises and lake.

The City Commission may upon a showing of intentional disregard for the terms of the lease and this division or other city ordinance pertaining to the lake, cancel the city lease upon 30 days notice to the lessee by mailing a copy of such notice to the lessee at his/her last known address. If a lease is cancelled either by the city or the lessee of a city-owned lot prior to the expiration of the lease term, the lessee shall pay the city an early termination fee of \$1,000 in exchange for a release of liability from the remaining term.

That this lease shall be binding upon the representatives, heirs, and assigns and successors in interest of the parties hereto.

It is understood by the parties hereto that a failure to comply with the terms of said Cabin Site Lease shall constitute a misdemeanor and any person, firm, or corporation convicted of such violation shall be punished by a fine not exceeding five hundred dollars (\$500.00) plus costs, or imprisonment for a term not exceeding thirty (30) days, or by such fine and imprisonment.

IN WITNESS WHEREOF, party of the first part has caused its name to be affixed hereto by the Mayor of the City of Shawnee, Oklahoma, and attested by the City Clerk, and the party of the second part hereunto affixed his/her name the day and year first above written.

CITY OF SHAWNEE, OKLAHOMA  
A Municipal Corporation,

BY: \_\_\_\_\_

MAYOR  
PARTY OF THE FIRST PART

ATTEST:

\_\_\_\_\_  
CITY CLERK

  
\_\_\_\_\_  
PARTY OF THE SECOND PART

  
\_\_\_\_\_  
PARTY OF THE SECOND PART

**Regular Board of Commissioners**

**1. e.**

**Meeting Date:** 04/20/2015

Ack Dykstra to Japan

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Acknowledge participation by Commissioner Micheal Dykstra in the Sister City Exchange Program and visit to Nikaho, Japan from July 30 – August 5, 2015.

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**Regular Board of Commissioners**

**1. f.**

**Meeting Date:** 04/20/2015

Budget Absences

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Budget Amendment – General Fund

*Adjust Budget to Account for Compensative Absences*

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Attachments

Budget Absences

**CITY OF SHAWNEE**  
**BUDGET AMENDMENT FISCAL YR 2014-2015**  
**GENERAL FUND 001**  
**APRIL 20 2015**

**Estimated Revenue or Fund Balance**

Fund Number	Account Number	Project Code	Line Item	Description	Amount of		
					Balance Before Amendment	Increase (Decrease)	Balance After Amendment
001-3001					6,472,218.00	(124,573.84)	6,347,644.16
<b>Total</b>					<b>6,472,218.00</b>	<b>(124,573.84)</b>	<b>6,347,644.16</b>

**Appropriations**

Fund Number	Account Number	Project Code	Line Item	Description	Amount of		
					Balance Before Amendment	Increase (Decrease)	Balance After Amendment
001	5-0110-5101			Regular Salaries	159,544.36	13,237.70	172,782.06
001	5-0110-5111			Fica	9,907.25	820.74	10,727.99
001	5-0110-5112			Medicare	2,317.02	191.95	2,508.97
001	5-0320-5101			Regular Salaries	221,175.89	543.68	221,719.57
001	5-0320-5111			Fica	14,549.91	33.71	14,583.62
001	5-0320-5112			Medicare	3,402.80	7.88	3,410.68
001	5-0330-5101			Regular Salaries	180,563.63	15,048.51	195,612.14
001	5-0330-5111			Fica	11,376.85	933.01	12,309.86
001	5-0330-5112			Medicare	2,651.54	218.20	2,869.74
001	5-0620-5101			Regular Salaries	2,738,348.06	36,512.27	2,774,860.33
001	5-0620-5112			Medicare	45,839.55	126.67	45,966.22
001	5-0660-5101			Regular Salaries	457,764.06	2,073.02	459,837.08
001	5-0660-5111			Fica	30,957.47	127.13	31,084.60
001	5-0660-5112			Medicare	7,240.05	30.06	7,270.11
001	5-0710-5101			Regular Salaries	369,719.85	45,726.72	415,446.57
001	5-0710-5112			Medicare	5,716.94	663.04	6,379.98
001	5-0720-5101			Regular Salaries	2,387,746.23	2,891.84	2,390,638.07
001	5-0720-5112			Medicare	40,857.32	41.93	40,899.25
001	5-0920-5101			Regular Salaries	454,575.61	70.95	454,646.56
001	50920-5111			Fica	29,219.09	4.40	29,223.49
001	50920-5112			Medicare	6,833.50	1.03	6,834.53
001	5-0940-5101			Regular Salaries	408,209.94	151.78	408,361.72
001	5-0940-5111			Fica	25,643.82	9.41	25,653.23
001	5-0940-5112			Medicare	5,997.34	2.20	5,999.54
001	5-1210-5101			Regular Salaries	345,042.84	4,297.09	349,339.93
001	5-1210-5111			Fica	23,469.66	266.42	23,736.08
001	5-1210-5112			Medicare	5,829.18	62.29	5,891.47
001	5-4020-5101			Regular Salaries	24,550.00	446.08	24,996.08
001	5-4020-5111			Fica	1,537.60	27.66	1,565.26
001	5-4020-5112			Medicare	381.90	6.47	388.37
						<b>124,573.84</b>	

Approved by the City Commission this \_\_\_\_\_ day of \_\_\_\_\_

Explanation of Budget Amendment:  
 Compensated leave for employee retirements and terminations

Approved:

Mayor

Attest:

City Clerk

Posted By \_\_\_\_\_ Date \_\_\_\_\_ BA# \_\_\_\_\_ Pkt.# \_\_\_\_\_

**CITY OF SHAWNEE**  
**BUDGET AMENDMENT FISCAL YR 2014-2015**  
**SHAWNEE MUNICIPAL AUTHORITY FUND 501**  
**APRIL 20 2015**

**Estimated Revenue or Fund Balance**

						Amount of	
Fund	Account	Project	Line	Description	Balance	Amendment	Balance
Number	Number	Code	Item		Before	Increase	After
					Amendment	(Decrease)	Amendment
501-3001					5,457,056.00	(11,753.61)	5,445,302.39
				Total	5,457,056.00	(11,753.61)	5,445,302.39

**Appropriations**

						Amount of	
Fund	Account	Project	Line	Description	Balance	Amendment	Balance
Number	Number	Code	Item		Before	Increase	After
					Amendment	(Decrease)	Amendment
501	5-0310-5101			Regular Salaries	271,722.95	10,024.55	281,747.50
501	5-0310-5111			Fica	17,107.22	621.52	17,728.74
501	5-0310-5112			Medicare	3,993.63	145.35	4,138.98
501	5-1010-5101			Regular Salaries	375,353.68	893.81	376,247.49
501	5-1010-5111			Fica	25,203.23	55.42	25,258.65
501	5-1010-5112			Medicare	5,894.30	12.96	5,907.26
						11,753.61	

Approved by the Shawnee Municipal Authority this \_\_\_\_\_ day of \_\_\_\_\_ Explanation of Budget Amendment: Compensated leave for employee retirements and terminations

Approved: \_\_\_\_\_  
 Mayor

Attest: \_\_\_\_\_  
 City Clerk

Posted By \_\_\_\_\_ Date \_\_\_\_\_ BA# \_\_\_\_\_ Pkt.# \_\_\_\_\_

**Regular Board of Commissioners**

**1. g.**

**Meeting Date:** 04/20/2015

CVEC Easement

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Grant an easement to Canadian Valley Electric Cooperative, Inc. to serve an existing City Lake Lot Lease site at Shawnee Twin Lakes.

---

Attachments

CVEC Easement

**Mayor**  
WES MAINORD



**The City of Shawnee**  
*Office of the City Manager*  
P.O. Box 1448  
Shawnee, Oklahoma 74802-1448  
(405) 878-1601 Fax (405) 214-4249  
[www.ShawneeOK.org](http://www.ShawneeOK.org)

**Commissioners**  
VACANT  
LINDA AGEE  
JAMES HARROD  
KEITH HALL  
LESA SHAW  
MICHEAL DYKSTRA

**Date:** April 14, 2015

**To:** Mayor and City Commissioners

**From:** Justin Erickson, Interim City Manager

**RE: Easement at Shawnee Twin Lakes, Lot 7, Renfro Tract (15812 Sleepy Hollow)**

Leonard and Doddie Mosley lease Lot 7, Renfro Tract (15812 Sleepy Hollow) at Shawnee Twin Lakes. They obtained the lot through a transfer approved by the City Commission on March 16, 2015. They have sought electric service from Canadian Valley Cooperative and Canadian Valley requires an easement from the property owner (the City) to serve the Mosley's. The lot previous contained a structure that was destroyed in the May 2013 tornado that was served by Canadian Valley.

Staff recommends approval of the easement. Canadian Valley pays a fee in-lieu of franchise tax (3%), plus municipal sales tax (Ordinance#2423NS, #2424NS, Section 26-1 SMC) to the City of Shawnee.

CANADIAN VALLEY ELECTRIC COOPERATIVE  
RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, City of Shawnee, a municipal corporation as grantor, do hereby grant unto the Canadian Valley Electric Cooperative, Inc., a cooperative corporation, whose address is P.O. Box 751, Seminole, OK 74868, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the county of Pottawatomie, State of Oklahoma, and more particularly described as follows:

In the SE/4 of the SW/4 of

Section 15, Township 10 North, Range 02 East, containing N/A acres, more or less:

(\*Right-of-Way to be 15 feet on each side of the proposed pole line and/or underground line center (total of 30 feet) beginning at a point approximately 2,365 feet East and 726 feet North of the SW corner of the SW/4 of said section and continuing North-Northeasterly approximately 165 feet, thence Northwesterly approximately 65 feet,

and to construct, operate, upgrade and maintain on the above described lands and in or upon all streets, roads or highways abutting said lands, (an electric transmission or distribution line or system) and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or facilities and to cut down from time to time all dead, weak, leaning, or dangerous trees that are tall enough to strike the wires in falling and the right to maintain, operate, upgrade, and repair electric wires and facilities for the distribution of electric energy and the right of ingress and egress over grantor(s) lands adjacent to the right-of-way for the purposes set forth herein.

Whenever grantee makes use of the easement, it covenants to restore the surface to as nearly its prior condition as possible.

The undersigned covenants that it is owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

Grantor knows of none; Grantor's lessee now occupying the property may have such that are unknown to Grantor.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Landowner Signature

\_\_\_\_\_  
Landowner Signature

STATE OF OKLAHOMA)  
COUNTY OF \_\_\_\_\_) SS.

Before me, a Notary public in and for said County and State on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, personally appeared \_\_\_\_\_ to me known to be the identical person who executed the within foregoing instrument, and acknowledged to me that executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year above written.

My Commission expires: \_\_\_\_\_  
Notary Signature

Commission # \_\_\_\_\_

(SEAL)

FORM MUST BE NOTARIZED

W.O.# \_\_\_\_\_

RETURN ORIGINAL TO: CVEC, P.O. Box 751, Seminole, OK 74868

**Regular Board of Commissioners**

**3.**

**Meeting Date:** 04/20/2015

Proclamations

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

---

Information

Title of Item for Agenda

Mayor's Proclamation:

"Loyalty Day"

May 1, 2015

"Better Hearing Month"

May 2015

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Attachments

Loyalty Proc

Hearing Proc

# City of Shawnee



## Proclamation

### "Loyalty Day"

*Whereas*, On May 1, 1958, President Dwight D. Eisenhower declared Loyalty Day as a day of national observance and has been recognized annually since; and

*Whereas*, American's loyalty to American democracy and freedom is born of pride, appreciation, and understanding of our country and we are loyal to American, our fellow citizens, and these ideals; and

*Whereas*, This proclamation serves as an opportunity to recognize those who demonstrate their commitment to our country through service and sacrifice and that serve as a model for all Americans; and

*Whereas*, This proclamation recognizes the monumental achievements and invaluable contributions made by Americans that have led to American's founding principles enduring, guiding our Nation toward progress and prosperity and allowing the United States to be a leader among nations of the world; and

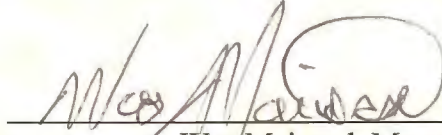
*Whereas*, This proclamation commends those honorable men and women who have demonstrated their loyalty to America by making remarkable sacrifices to preserve and protect these values, representing thousands of Oklahomans, residing in every county, who already have made the observance of Loyalty Day a success; and

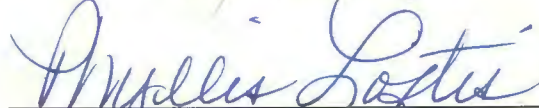
*Now, Therefore, I, Wes Mainord*, Mayor of the City of Shawnee, Oklahoma by the authority vested in me, do hereby proclaim Friday, May 1, 2015 as

### "Loyalty Day"

In the city of Shawnee, Oklahoma  
Dated this 20th day of April, 2015



  
\_\_\_\_\_  
Wes Mainord, Mayor

  
\_\_\_\_\_  
Phyllis Loftis, CMC, City Clerk



# City of Shawnee



## Proclamation

On behalf of the citizens of Shawnee, Oklahoma, I, Mayor Wes Mainord, do hereby proclaim the month of May 2015, as

### **“Better Hearing Month”**

*Whereas*, Audiologists in Shawnee, Oklahoma and nationwide observe and celebrate Better Hearing Month each year during the month of May; and

*Whereas*, the Shawnee City Commission recognizes and values the efforts of all who work to eliminate or minimize the isolating effects of communication disorders in the one in five families affected by them; and

*Whereas*, more than half of the people with hearing loss are younger than 65; and

*Whereas*, hearing loss is the third most common health problem in the United States, affecting over 10% of the population. That equals to over 17,000 people in the Shawnee demographic area; and

*Whereas*, our citizens who have overcome communication disabilities through the services of Audiologists are now able to lead more independent, productive, and fulfilling lives; and

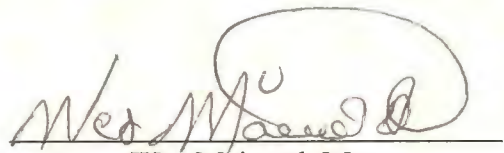
*Whereas*, Shawnee is proud and honored to have Audiologists offering quality education and health-care services to its citizens.

*Now, Therefore I, Wes Mainord*, Mayor of the City of Shawnee, Oklahoma by the authority vested in me, do hereby proclaim May 2015, as

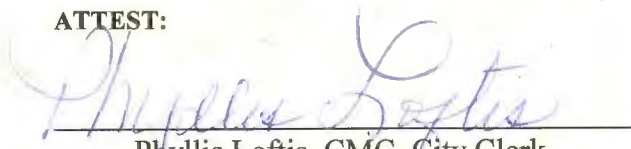
### **“Better Hearing Month”**

In the city of Shawnee, Oklahoma  
Dated this 20<sup>th</sup> day of April, 2015



  
Wes Mainord, Mayor

ATTEST:

  
Phyllis Loftis, CMC, City Clerk



**Regular Board of Commissioners**

**4.**

**Meeting Date:** 04/20/2015

OMRF Huff

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

---

Information

Title of Item for Agenda

Consider Oklahoma Municipal Retirement Fund lump sum payment from Defined Benefit Plan and refund of contributions from the Defined Contribution Plan for Charles Huff.

---

**Regular Board of Commissioners**

**5.**

**Meeting Date:** 04/20/2015

Vogel Resignation

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

---

Information

Title of Item for Agenda

Discussion, consideration and possible action to accept resignation of Ward 1 Commissioner Gary Vogel.

---

Attachments

Vogel Resignation Memo

## MEMORANDUM

**TO: Mayor and City Commissioners**  
**Interim City Manager Justin Erickson**

**FROM: Mary Ann Karns, City Attorney**

**RE: Resignation of Gary Vogel**

**DATE: April 16, 2015**

Until Commissioner Vogel's written resignation is accepted by the City Commission, it can be withdrawn up until the time the position has been filled by another. An Attorney General Opinion (84 Op Ag 85) discusses the issue and determines the resignation must be accepted to be effective. The ruling is based on *Rogers v. Carleton*, 110 Pd 908 (Okl. 1941), which held:

The judgment is apparently supported by the great weight of authority. The resignation of a public officer does not become effective until it is accepted by the proper authorities, unless there is a statutory provision to the contrary.

\* \* \*

"We have no statute relating to the resignation of city officers. Neither does the charter of the city of Clinton provide the manner or form by which an officer may resign. It merely recognizes that a vacancy occurs on resignation, and provides for appointment to fill the vacancy. In such case the common law, as modified by judicial decisions and our constitutional and statutory provisions, will ordinarily govern.

"In the instant case, therefore, acceptance in some appropriate form by the city board was an important and necessary element to an effective resignation...." *Id.* at 909. [Citations omitted].

The opinion also affirms the common law rule that an offer to resign may be withdrawn at any time before acceptance. However, where acceptance is necessary to render a resignation irrevocable, a public officer who has tendered an absolute and unconditional resignation to take effect in the future cannot withdraw the resignation after it has been duly accepted by the proper authority even though the effective date, as expressed in the written resignation, has not arrived.

I recommend that you formally determine whether to accept Commissioner Vogel's resignation.

**Regular Board of Commissioners**

**6.**

**Meeting Date:** 04/20/2015

Rescind Comm Appointment

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

---

Information

Title of Item for Agenda

Discussion, consideration and possible action to rescind the determination to set a process for appointment by the Commission of an individual to fill the vacancy in Ward 1.

---

**Regular Board of Commissioners**

7.

**Meeting Date:** 04/20/2015

Comm Election

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

---

Information

Title of Item for Agenda

Discussion, consideration and possible action to set a special election to fill the vacancy in Ward 1. *(This item will be considered only if Agenda Item No. 6 passes.)*

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Attachments

Election Cost Memo

# City of Shawnee Memorandum

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**To:** Mayor and City Commissioners  
**CC:** Justin Erickson, Interim City Manager  
**From:** Phyllis Loftis, City Clerk  
**Date:** April 16, 2015  
**Re:** Special Election dates and costs

---

After speaking with the Pottawatomie County Election Board, the dates of July 14, 2015 and August 11, 2015 are available for a special election. A resolution calling for the special election must be received by the Election Board no later than sixty (60) days prior to the election date.

Regarding the associated election costs, the Election Board verified that \$10,000 - \$12,000 is an accurate estimate.

**Regular Board of Commissioners**

**8.**

**Meeting Date:** 04/20/2015

VSI Contract

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

---

Information

Title of Item for Agenda

Discussion, consideration and possible action of Visit Shawnee Incorporated (VSI) contract.

---

Attachments

VSI Memo & Contract



**Mayor**  
WES MAINORD



**The City of Shawnee**  
*Office of the City Manager*

P.O. Box 1448  
Shawnee, Oklahoma 74802-1448  
(405) 878-1601 Fax (405) 214-4249  
[www.ShawneeOK.org](http://www.ShawneeOK.org)

**Commissioners**  
VACANT SEAT  
LINDA AGEE  
JAMES HARROD  
KEITH HALL  
LESA SHAW  
MICHEAL DYKSTRA

**Date:** April 15, 2015

**To:** Mayor and City Commissioners

**From:** Justin Erickson, Interim City Manager

**RE: VSI Contract**

---

The City Commission considered a contract with Visit Shawnee Incorporated (VSI) on March 6, 2015. At that meeting, a motion was made by Commissioner Dykstra, seconded by Commissioner Hall, to authorize staff to prepare a final draft contract to be presented to the VSI board with the following changes:

1. Cancellation clause be changed to 90 days (from 180);
2. Adjust spending limits without City Commission approval to \$5,000 for goods and \$10,000 for services (from \$10,000 and \$20,000 respectively); and
3. Add a conflict of interest provision.

This motion carried 7-0.

On April 8, VSI held a board meet and the contract presented by the City (with the requested changes) was approved unanimously. The start date of the contract is May 1.

**RECOMMENDATION**

Staff recommends **approval** of the attached contract.

## **AGREEMENT FOR OPERATION OF VISIT SHAWNEE INC.**

This Agreement made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2015, is between the City of Shawnee, a municipal corporation ("City") and Visit Shawnee Inc. an Oklahoma not for profit corporation ("VSI").

### **I. DUTIES AND RESPONSIBILITIES OF VSI**

- A. Services.** VSI agrees to provide services to encourage, promote and foster conventions, conferences, and tourism development in the City of Shawnee consistent with Sections 25-226 through 25-239 of the Shawnee Municipal Code.
- B. Employees.** VSI agrees to provide a qualified and competent staff and to provide all the management and administrative services required to present a viable promotional program including, but not limited to, the gathering and dissemination of information, ideas, research, promotional programs, servicing conventions (including all normal convention support services and equipment), representing local business, negotiating civic and hotel interests with associations and other convention groups, and assisting in development and promotion of local activities and attractions designed to enhance the City's tourist desirability. All employees carrying out tasks pursuant to this Agreement are employees of VSI and are not employees of the City of Shawnee. VSI will carry workers compensation insurance in accordance with the laws of the State of Oklahoma.
- C. Insurance.** VSI shall obtain insurance to cover loss of any equipment or real estate owned by the City as well as liability insurance in an amount at least equal to the limits of liability under the Oklahoma Government Tort Claims Act.
- D. Records and Reporting.**
1. Reports. VSI will provide quarterly reports of its activities and finances (including income, expenditures, and balance) to the City Commission, including annual audited financials.
  2. Inspection and Audit. VSI agrees to make its books and records available for inspection by a designee of the City or those hired by the city to perform audits upon reasonable notice during regular business hours.
  3. Compliance with Open Meeting and Open Records Laws. All VSI Board meetings and VSI records shall be open to the public in accordance with the Open Meeting (25 O.S. §§ 302-314) and Open Records (51 §§ 24A 1-29) Laws. All VSI Board meetings will be held locally.
  4. VSI shall maintain a Conflicts of Interest Policy, set forth at Exhibit A, attached to this Agreement and incorporated by reference.

## II. DUTIES AND RESPONSIBILITIES OF CITY OF SHAWNEE

- A. **Collection and Disbursement of Hotel Tax.** City shall collect the Hotel Tax as set out by law. Each month the City shall distribute ninety-four percent (94%) of such collection to VSI.
- B. **Staff Assistance.** City will provide advice and assistance upon request from its various departments in providing training and advice to the employees and volunteers who have responsibilities under this Agreement.
- C. **Contract Review Committee.** City agrees its Contract Review Committee will meet in a timely fashion so as not to delay recommendation for budget and renewal.

## III. DISPOSITION OF FUNDS AND EQUIPMENT

- A. **Funds.** In the event this Agreement or any successor Agreement is terminated, all Funds in the possession of VSI shall be returned to the City.
- B. **Equipment.**
  - 1. In the event this Agreement is canceled or terminated, all equipment, furniture, fixtures, and improvements to which the City holds title shall be returned to the City. City shall assume the obligations that VSI lawfully incurred in the purchase of same. All files and work products of VSI shall be the property of the City.
  - 2. Advance approval of the City is required for all capital expenditures from Funds in excess of \$5,000 for depreciable assets; and in excess of \$10,000 for services, publications, etc., or non-depreciable assets. Expenditures for event support shall not require advance approval of the City. Approval of a line item in the budget by the City will be deemed advance approval of the expenditure.

## IV. TERM OF AGREEMENT, NO TRANSFER OR ASSIGNMENT

- A. **Effective Date.** This Agreement shall take effect on the 1<sup>st</sup> day of May, 2015 and shall remain in effect until June 30, 2016. This contract shall automatically renew for a term of one year unless:
  - a. Terminated by either party upon 90 days' notice prior to June 30 of the agreement year;
  - b. Terminated due to breach of the Agreement as described in Article VII hereof;
  - c. Terminated by mutual agreement.
- B. All modifications to this Agreement must be in writing and approved by VSI and the City.

- C. Transfer of Rights and Responsibilities.** No party to this agreement can transfer or assign its rights and responsibilities without approval of the other party.
- D. Assumption of Liabilities.** Upon termination of this Agreement, whether pursuant to breach or nonrenewal by any party, the City shall assume any and all obligations entered into by VSI in furtherance of this Agreement, in the event of termination. The City also agrees to assume the defense of VSI and any of its employees, agents or directors related to such obligations.
- E. Shawnee Chamber.** Both parties agree that VSI shall assume all obligations entered into by the Greater Area Shawnee Chamber of Commerce (in matters relating to tourism) with third parties prior to the date of this Agreement.
- F. Renewal.** VSI will submit its request for renewal on or before March 1 each year to the City's Contract Review Committee, which shall review the request in accordance with its procedures and make its recommendation to the City Mayor and Commission. As part of its request, VSI shall submit a clean, unqualified audit of its financials and be prepared to substantiate the services rendered pursuant to this Agreement in the prior year.

## **V. NON-DISCRIMINATION**

VSI agrees not to discriminate against any employee, applicant for employment, or party seeking the services of VSI because of race, creed, color, national origin, gender, ancestry, disability, or VSI membership. VSI shall take affirmative action to insure that employees are provided equal opportunity in employment, promotion demotion, transfer, or termination, rates or pay, or other forms of compensation, and selection for training.

## **VI. WAIVER**

The waiver by any part of any breach of any term, condition, or covenant herein contained shall not be deemed a waiver of any subsequent breach of the same, or any other term, condition or covenant.

## **VII. BREACH OF AGREEMENT**

If any party to this Agreement fails, refuses, or neglects to abide by its duties and responsibilities hereunder, the other party may give notice of such breach to the breaching party. The breaching party shall be notified, in writing, of its alleged breach and shall be given ninety (90) days (unless such time is extended by the non-breaching parties) to cure the breach. If the breach is due to violation of law or mismanagement or embezzlement of funds by the VSI, the Agreement shall terminate immediately. If the breach is not remedied, the other parties

may terminate the Agreement. The notice period shall not operate to extend the Agreement beyond its current term.

WITNESS OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2015

[SIGNATURE PAGE FOLLOWS]

VISIT SHAWNEE, INC., an Oklahoma not-for-profit corporation

BY: \_\_\_\_\_  
CHAIRMAN OF THE BOARD

ATTEST:

\_\_\_\_\_  
SECRETARY

APPROVED by the Mayor and the City Commissioners of the City of Shawnee this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

THE CITY OF SHAWNEE, OKLAHOMA  
A MUNICIPAL CORPORATION

BY: \_\_\_\_\_  
WES MAINORD, MAYOR

ATTEST:

\_\_\_\_\_  
PHYLLIS LOFTIS, CMC, CITY CLERK

APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2015

BY: \_\_\_\_\_  
MARY ANN KARNs, CITY ATTORNEY

**Regular Board of Commissioners**

**9.**

**Meeting Date:** 04/20/2015

Budget Presentation

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Presentation of proposed budget FY 2015-2016.

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**Regular Board of Commissioners**

**10.**

**Meeting Date:** 04/20/2015

BCBS Rec

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

---

Information

Title of Item for Agenda

Consider approval of Insurance Work Group recommendation to award the FY 2015-2016 insurance policies to Blue Cross/Blue Shield, Delta Dental and VSP Vision.

---

Attachments

Ins Accept Memo

BCBS Premiums

Delta Premiums

VSP Premiums

**Mayor**  
WES MAINORD



**The City of Shawnee**  
*Office of the City Manager*

P.O. Box 1448  
Shawnee, Oklahoma 74802-1448  
(405) 878-1601 Fax (405) 214-4249  
[www.ShawneeOK.org](http://www.ShawneeOK.org)

**Commissioners**

VACANT  
LINDA AGEE  
JAMES HARROD  
KEITH HALL  
LESA SHAW  
MICHEAL DYKSTRA

**Date:** April 10, 2015

**To:** Mayor and City Commissioners

**From:** Justin Erickson, Interim City Manager

**RE: Insurance Work Group Recommendation for contract renewals**

---

Commissioners:

The City Manager's office concurs with the City of Shawnee's Insurance Work Group recommendation to continue our contracts. The Insurance Work Group collectively met during three meetings to discuss plan performance, rating methodology, underwriting and strategic development in preparation for the 2015 renewal. Based upon the outcome of those meetings it is the Work Group's recommendation to renew with the existing carriers accepting the proposed renewals. Those renewals are outlined in the attached memorandum provided by Jennifer Dawson, Human Resources, Assistant.

We recommend **approval** of the contracts.



**CITY OF SHAWNEE**  
**2015 Insurance Work Group Recommendations**  
**March 26, 2015**

**EXECUTIVE SUMMARY:**

City of Shawnee's Insurance Work Group collectively met during three meetings to discuss plan performance, rating methodology, underwriting and strategic development in preparation for the 2015 renewal. Based upon the outcome of those meetings it is the Work Group's recommendation to renew with the existing carriers accepting the proposed renewals. Additional details are outlined below:

**EMPLOYER SPONSORED GROUP HEALTH PLAN:**

**OVERVIEW:** *The Insurance Work Group voted unanimously to recommend accepting Blue Cross' renewal offer which requests an average plan increase of 5.7%. This would increase annual premium cost for the three plans by \$156,488.*

- INSURICA initially projected the 2015 renewal to range from 12% to 15%, so the 5.7% increase was better than anticipated.
- Being confident in the Underwriter's renewal calculation Blue refused to offer any additional rate concession. Blue stood by their decision to release a "best and final" renewal offer for 2015 of 5.7%.
  - Underwriter's reason for not allowing additional rate concessions:
    - Concerns with high risk potential for several large ongoing catastrophic claims.
    - The proposed renewal is 1.8% below Blue's medical trend used in their standard renewal formula.

**FINAL RECOMMENDATION:** The Work Group recommends:

- Renew with Blue Cross & Blue Shield- accepting the 5.7% renewal increase.

**II. VOLUNTARY GROUP DENTAL PLAN:**

**OVERVIEW:** *The City's colleagues remain very pleased with the benefit and service provided by Delta Dental.*

- Delta proposed no premium increase for 2015-2016
  - This will mark the second year of no rate increase for the voluntary dental plan.

**FINAL RECOMMENDATION:** The Work Group recommends the City renew with Delta "as-is" accepting their offer to continue the current benefit without any premium increase.

**III. VOLUNTARY GROUP VISION PLAN:**

- Currently under rate guarantee with VSP voluntary vision plan.

**FINAL RECOMMENDATION:** Continue with VSP

**IV. EMPLOYER PAID EMPLOYEE/DEPENDENT GROUP TERM LIFE, OPTIONAL LIFE:**

- Currently under rate guarantee with Prudential Life Insurance Company.

**FINAL RECOMMENDATION:** Continue with Prudential

**V. WORKSITE BENEFITS / SECTION 125 CAFETERIA-FLEX PLAN ADMINISTRATION:**

***OVERVIEW:*** AF continues to offer free flex administration coupled with their NO COST Flex Card allowing the Plan's participants ease in using the benefit.

- American Fidelity has proposed no changes to their voluntary plans for the 2015 renewal.

**FINAL RECOMMENDATION:** The Insurance Work Group recommends that the City accept AF's renewal offer at 0% increase in Administration costs!

**IN CLOSING:**

The Insurance Work Group does appreciate the opportunity to provide feedback and to submit recommendations to the City's Management team. We would welcome the opportunity to discuss any questions surrounding the recommendations and look forward to learning the City's final decision regarding the desired direction of the employee benefit program renewal.

Jennifer Dawson  
Chairperson for Insurance Work Group  
405-878-1669

Dustin Brand  
Consultant  
INSURICA  
405-556-2225 – Office

# CITY OF SHAWNEE Medical Renewal Cost Analysis



Prepared by INSURICA for your July 1, 2015 Effective Date

	Current	Renewal		REVISED		
		<b>BLUE CROSS BLUE SHIELD</b>				
		<i>Blue Options \$2000</i>				
	In-Network	Out-of-Network	In-Network	Out-of-Network		
<b>Rates</b>	<b>\$2,000</b>				<b>\$1,000</b>	
Count					Count	
Employee Only	39	\$395.38	\$418.86		20	
Employee + Spouse	17	\$854.64	\$905.38		4	
Employee + Children	31	\$739.08	\$782.96		7	
Employee + Family	26	\$1,198.34	\$1,269.50		2	
<b>Estimated Annual Premium</b>		\$1,008,204	\$1,068,069	\$0		
<b>Percentage Change (Current)</b>			5.94%	-100.00%		
<b>Dollar Change (Current)</b>			\$59,865	-\$1,008,204		
<b>Deductible</b>						
Individual	\$2,000	\$2,000	\$2,000	\$2,000		
Family	\$6,000	\$6,000	\$6,000	\$6,000		
<b>Coinsurance</b>	Pref PPO: 80% Choice PPO: 70% Traditional: 60%	Pref PPO: 80% Choice PPO: 70% Traditional: 60%	Pref PPO: 80% Choice PPO: 70% Traditional: 60%	Pref PPO: 80% Choice PPO: 70% Traditional: 60%		
<b>Out-of-Pocket Maximum</b>	Pref PPO: \$4,000 ind / \$12,000 family Choice PPO: \$5,000 ind / \$12,700 fam Traditional: \$6,000 ind / \$12,700 fam	Pref PPO: \$4,000 ind / \$12,000 family Choice PPO: \$5,000 ind / \$12,700 fam Traditional: \$6,000 ind / \$12,700 fam	Pref PPO: \$4,000 ind / \$12,000 family Choice PPO: \$5,000 ind / \$12,700 fam Traditional: \$6,000 ind / \$12,700 fam	Pref PPO: \$4,000 ind / \$12,000 family Choice PPO: \$5,000 ind / \$12,700 fam Traditional: \$6,000 ind / \$12,700 fam		
Individual						
Family	Out-of-Network: \$7,000 ind / \$21,000 family	Out-of-Network: \$7,000 ind / \$21,000 family	Out-of-Network: \$7,000 ind / \$21,000 family	Out-of-Network: \$7,000 ind / \$21,000 family		
<b>Hospitalization</b>	Deduct & Coins	Deduct & 50%	Deduct & Coins	Deduct & 50%		
<b>Outpatient Surgery</b>	Deduct & Coins	Deduct & 50%	Deduct & Coins	Deduct & 50%		
<b>Emergency Room</b>	\$100 + Deduct & Coinsurance	\$100 + Deduct & Coinsurance	\$100 + Deduct & Coinsurance	\$100 + Deduct & Coinsurance		
<b>Urgent Care</b>	\$35 copay	Deduct & 50%	\$35 copay	Deduct & 50%		
<b>Office Visit</b>	\$35 copay	Deduct & 50%	\$35 copay	Deduct & 50%		
<b>Specialist Visit</b>	\$35 copay	Deduct & 50%	\$35 copay	Deduct & 50%		
<b>Prescription Drugs</b>						
Generic	\$20 copay	\$20 copay	\$20 copay	\$20 copay		
Preferred Brand	\$40 copay	\$40 copay	\$40 copay	\$40 copay		
Non-Preferred Brand	\$60 copay	\$60 copay	\$60 copay	\$60 copay		
Specialty Drugs	\$150 copay	\$150 copay	\$150 copay	\$150 copay		

	Current	Renewal		REVISED		
		<b>* BLUE CROSS BLUE SHIELD</b>				
		<i>Blue Options \$1,000</i>				
	In-Network	Out-of-Network	In-Network	Out-of-Network		
<b>Rates</b>					<b>\$750</b>	
Count					Count	
Employee Only		\$425.04	\$448.16		68	
Employee + Spouse		\$918.78	\$973.34		21	
Employee + Children		\$794.54	\$841.72		30	
Employee + Family		\$1,288.28	\$1,364.78		32	
<b>Estimated Annual Premium</b>		\$243,771	\$257,738	\$0		
<b>Percentage Change (Current)</b>			5.73%	-100.00%		
<b>Dollar Change (Current)</b>			\$13,967	-\$243,771		
<b>Deductible</b>						
Individual	\$1,000	\$1,000	\$2,000	\$2,000		
Family	\$3,000	\$3,000	\$6,000	\$6,000		
<b>Coinsurance</b>	Pref PPO: 80% Choice PPO: 70% Traditional: 60%	Pref PPO: 80% Choice PPO: 70% Traditional: 60%	Pref PPO: 80% Choice PPO: 70% Traditional: 60%	Pref PPO: 80% Choice PPO: 70% Traditional: 60%		
<b>Out-of-Pocket Maximum</b>	Pref PPO: \$3,000 ind / \$9,000 family Choice PPO: \$4,000 ind / \$12,000 fam Traditional: \$5,000 ind / \$12,700 fam	Pref PPO: \$3,000 ind / \$9,000 family Choice PPO: \$4,000 ind / \$12,000 fam Traditional: \$5,000 ind / \$12,700 fam	Pref PPO: \$3,000 ind / \$9,000 family Choice PPO: \$4,000 ind / \$12,000 fam Traditional: \$5,000 ind / \$12,700 fam	Pref PPO: \$3,000 ind / \$9,000 family Choice PPO: \$4,000 ind / \$12,000 fam Traditional: \$5,000 ind / \$12,700 fam		
Individual						
Family	Out-of-Network: \$6,000 ind / \$18,000 family	Out-of-Network: \$6,000 ind / \$18,000 family	Out-of-Network: \$6,000 ind / \$18,000 family	Out-of-Network: \$6,000 ind / \$18,000 family		
<b>Hospitalization</b>	Deduct & Coins	Deduct & 50%	Deduct & Coins	Deduct & 50%		
<b>Outpatient Surgery</b>	Deduct & Coins	Deduct & 50%	Deduct & Coins	Deduct & 50%		
<b>Emergency Room</b>	\$100 + Deduct & Coinsurance	\$100 + Deduct & Coinsurance	\$100 + Deduct & Coinsurance	\$100 + Deduct & Coinsurance		
<b>Urgent Care</b>	\$30 copay	Deduct & 50%	\$30 copay	Deduct & 50%		
<b>Office Visit</b>	\$30 copay	Deduct & 50%	\$30 copay	Deduct & 50%		
<b>Specialist Visit</b>	\$30 copay	Deduct & 50%	\$40 copay	Deduct & 50%		
<b>Prescription Drugs</b>						
Generic	\$10 copay	\$10 copay	\$10 copay	\$10 copay		
Preferred Brand	\$25 copay	\$25 copay	\$25 copay	\$25 copay		
Non-Preferred Brand	\$50 copay	\$50 copay	\$50 copay	\$50 copay		
Specialty Drugs	\$150 copay	\$150 copay	\$150 copay	\$150 copay		

	Current	Renewal		REVISED		
		<b>* BLUE CROSS BLUE SHIELD</b>				
		<i>Blue Options \$750</i>				
	In-Network	Out-of-Network	In-Network	Out-of-Network		
<b>Rates</b>					<b>\$750</b>	
Count					Count	
Employee Only		\$435.30	\$461.16		68	
Employee + Spouse		\$940.94	\$996.80		21	
Employee + Children		\$813.70	\$862.02		30	
Employee + Family		\$1,319.36	\$1,397.70		32	
<b>Estimated Annual Premium</b>		\$1,391,888	\$1,474,544	\$0		
<b>Percentage Change (Current)</b>			5.94%	-100.00%		
<b>Dollar Change (Current)</b>			\$82,656	-\$1,391,888		
<b>Deductible</b>						
Individual	\$750	\$750	\$750	\$750		
Family	\$2,250	\$2,250	\$2,250	\$2,250		
<b>Coinsurance</b>	Pref PPO: 80% Choice PPO: 70% Traditional: 60%	Pref PPO: 80% Choice PPO: 70% Traditional: 60%	Pref PPO: 80% Choice PPO: 70% Traditional: 60%	Pref PPO: 80% Choice PPO: 70% Traditional: 60%		
<b>Out-of-Pocket Maximum</b>	Pref PPO: \$3,000 ind / \$9,000 family Choice PPO: \$4,000 ind / \$12,000 fam Traditional: \$5,000 ind / \$12,700 fam	Pref PPO: \$3,000 ind / \$9,000 family Choice PPO: \$4,000 ind / \$12,000 fam Traditional: \$5,000 ind / \$12,700 fam	Pref PPO: \$3,000 ind / \$9,000 family Choice PPO: \$4,000 ind / \$12,000 fam Traditional: \$5,000 ind / \$12,700 fam	Pref PPO: \$3,000 ind / \$9,000 family Choice PPO: \$4,000 ind / \$12,000 fam Traditional: \$5,000 ind / \$12,700 fam		
Individual						
Family	Out-of-Network: \$6,000 ind / \$18,000 family	Out-of-Network: \$6,000 ind / \$18,000 family	Out-of-Network: \$6,000 ind / \$18,000 family	Out-of-Network: \$6,000 ind / \$18,000 family		
<b>Hospitalization</b>	Deduct & Coins	Deduct & 50%	Deduct & Coins	Deduct & 50%		
<b>Outpatient Surgery</b>	Deduct & Coins	Deduct & 50%	Deduct & Coins	Deduct & 50%		
<b>Emergency Room</b>	\$100 + Deduct & Coinsurance	\$100 + Deduct & Coinsurance	\$100 + Deduct & Coinsurance	\$100 + Deduct & Coinsurance		
<b>Urgent Care</b>	\$20 copay	Deduct & 50%	\$20 copay	Deduct & 50%		
<b>Office Visit</b>	\$20 copay	Deduct & 50%	\$20 copay	Deduct & 50%		
<b>Specialist Visit</b>	\$30 copay	Deduct & 50%	\$30 copay	Deduct & 50%		
<b>Prescription Drugs</b>						
Generic	\$10 copay	\$10 copay	\$10 copay	\$10 copay		
Preferred Brand	\$25 copay	\$25 copay	\$25 copay	\$25 copay		
Non-Preferred Brand	\$50 copay	\$50 copay	\$50 copay	\$50 copay		
Specialty Drugs	\$150 copay	\$150 copay	\$150 copay	\$150 copay		

The information provided above is for illustrative purposes only. All plan designs and rates are subject to final underwriting approval by the carrier. Discrepancies are determined by the Carrier's Policy.



March 3, 2015

Tammy Johnson  
City of Shawnee  
P O Box 1448  
Shawnee, OK 74802

Re: City of Shawnee  
Group No.: 9326  
Anniversary Date: July 1, 2015

Dear Ms. Johnson:

We at Delta Dental of Oklahoma would like to thank you for your business. We know you have a choice when it comes to your dental benefits, and we greatly value our relationship and look forward to providing the quality service, savings, and access you and your employees have come to expect from us. Below are some of the unique features of Delta Dental:

1. **The Largest Networks!** Greater Access Means Greater Savings For You.
2. **Not-for-Profit!** We Put People Before Profits.
3. **Oklahoma Headquartered!** We Combine Local Service with Nationwide Access.
4. **Focus!** We're Only Dental – Nothing Else.
5. **We Care!** Through the Delta Dental of Oklahoma Oral Health Foundation we help those less fortunate receive needed dental care.

With regard to your Delta Dental plan, we reviewed dental utilization along with dental costs and inflation trends, and calculated the necessary premiums for your upcoming dental plan renewal effective July 1, 2015. In addition, your plan's renewal rates include the health care reform required annual issuer's fee (see below).

**Current Rates**

Employee Only .....	\$28.26
Employee + Spouse.....	\$51.84
Employee + Child(ren).....	\$63.96
Employee + Family .....	\$94.32

**Renewal Rates**

Employee Only .....	\$28.26
Employee + Spouse.....	\$51.84
Employee + Child(ren) .....	\$63.96
Employee + Family .....	\$94.32

Also, beginning January 1, 2015 your group benefit plan may be required to offer coverage for certain pediatric dental services that are considered essential health benefits under the Affordable Care Act. Please review the enclosed information regarding federally compliant options that are available in addition to your current dental plan(s).

Sincerely,

**Sales**

Your DDOK Sales Team

LPM/bb

cc: Dustin Brand, North American Insurance Agency Inc dba Insurica



City of Shawnee  
Group No.: 9326  
Anniversary Date: July 1, 2015

Compliance with the Affordable Care Act (ACA) may require your dental program to include the pediatric dental essential health benefit (EHB) as defined by the ACA. Delta Dental of Oklahoma (DDOK) is certified by the Federally-facilitated Marketplace to sell ACA certified dental plans. Enclosed is a description of benefits for our ACA certified dental products for covered person(s) to age 19. Please review the options, make selection(s) below, and return this page to DDOK in the enclosed postage-paid envelope. Please note, multiple ACA certified dental plans may be selected to offer to your employees. Upon receipt DDOK will process your request and provide you with the appropriate plan documents.

- PPO Plus Premier –Federally Compliant Plan - High Option
- PPO Plus Premier –Federally Compliant Plan - Low Option
- Decline EHB plan (reason for declining)\_\_\_\_\_

Please assist us in updating our records by providing your group’s current number of eligible employees\_\_\_\_\_.

Compliance with the ACA also limits the allowed waiting period (probationary period) for new-hire employees. Your group’s current waiting period is the first of the month following date of hire. Below are the suggested ACA compliant waiting periods. Please select an option below or customize your waiting period under “Other”.

- The first of the month following the first day of full-time employment
- The first of the month following fifteen (15) days of continuous, full-time employment
- The first of the month following thirty (30) days of continuous, full-time employment
- The first of the month following forty-five (45) days of continuous, full-time employment not to exceed ninety (90) days
- The first of the month following sixty (60) days of continuous, full-time employment not to exceed ninety (90) days
- No change to current waiting period\_\_\_\_\_
- Other (please specify)\_\_\_\_\_

Group Name: \_\_\_\_\_

Group Number: \_\_\_\_\_

Effective Date of Change(s):     On Anniversary Date                       Other \_\_\_\_\_

\_\_\_\_\_  
Signature of Group Executive

\_\_\_\_\_  
Date

**Please Return to:**  
[HCR@DeltaDentalOK.org](mailto:HCR@DeltaDentalOK.org)  
Attn: Marketplace Account Team



February 28, 2014

BROKER COPY

TAMERA JOHNSON  
CITY OF SHAWNEE  
16 W 9TH ST  
SHAWNEE, OK 74801-6812

DEAR TAMERA JOHNSON:

Thank you for choosing VSP® Vision Care. We put your employees first and guarantee their satisfaction. As the only national not-for-profit vision company, VSP gives you:

- Lowest employee out-of-pocket costs
- Reduced healthcare costs
- World Class Service

Your VSP plan automatically renews on July 1, 2014. No action is required to continue to receive consumers' #1 choice in vision care.

Group Name/Number: CITY OF SHAWNEE / 30020395  
 Renewal Period: **July 1, 2014 - June 30, 2016**  
 Current Plan Frequency: 12 / 12 / 24  
 Current Copay: \$10 Exam / \$25 Materials  
 Current Allowance: \$130.00 Retail Frame / \$130.00 Elective Contact Lenses  
 Current Rates: \$7.74 / 12.38 / 12.63 / 20.37  
 Renewal Rates: \$8.13 / 13.00 / 13.26 / 21.39

**Rates include all applicable taxes and health assessment fees known as of the date of your renewal.**

**Enhanced Contact Lens Benefit**

This benefit design allows members to use their full contact lens allowance toward contact lenses and provides both standard and premium fit contact lens wearers a covered-in-full contact lens exam after a copay that will never exceed \$60.

Please let me know if you have any questions about your VSP plan or would like to see additional options to enhance your benefit or lower your premium. Please contact me at the number below and I can assist you.

Cordially,

Wayne Jankowski (800) 216-6248

cc: DUSTIN BRAND  
NORTH AMERICAN INSURANCE AGENC  
5100 N CLASSEN BLVD STE 300  
OKLAHOMA CITY, OK 73118

Central Team

**Regular Board of Commissioners**

**11.**

**Meeting Date:** 04/20/2015

BCBS Ins Coverage

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Consider City paying additional insurance increase premiums for non-union employees.

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Attachments

Ins Contribution Memo

**Mayor**  
WES MAINORD



**The City of Shawnee**  
*Office of the Finance Director*

P.O. Box 1448  
Shawnee, Oklahoma 74802-1448  
(405) 878-1610 Fax (405) 878-1571  
[www.ShawneeOK.org](http://www.ShawneeOK.org)

**Commissioners**

VACANT  
LINDA AGEE  
JAMES HARROD  
KEITH HALL  
LESA SHAW  
MICHAEL DYKSTRA

**Date:** April 14, 2015

**To:** Mayor and City Commissioners

**From:** Cynthia Sementelli, Finance Director/Treasurer

**RE:** Health Insurance

---

**Nature of the Request:**

To increase the health insurance contribution from the City to absorb the increase of the 2015-2016 Blue Cross Blue Shield rates.

**Staff Analysis, Considerations:**

We have looked at the rates for the next fiscal year for medical and are asking the commission to increase their contribution. (Based on the 2000 plan if employee wants better coverage they would have to pay the difference)

	<u>Current</u>	<u>Proposed</u>	<u>Difference</u>
Employee only	\$355.20	\$378.68	\$23.48
Emp + Spouse	\$656.64	\$707.38	\$50.74
Emp + Children	\$619.00	\$662.88	\$43.88
Emp + Family	\$840.88	\$912.04	\$71.16

Employee rates per month:

	<u>Current</u>	<u>With increase</u>	<u>Proposed</u>
Employee only	\$40.18	\$63.66	\$40.18
Emp + Spouse	\$198.00	\$248.74	\$198.00
Emp + Children	\$120.08	\$163.96	\$120.08
Emp + Family	\$357.46	\$428.62	\$357.46



Currently we have the following employees on the tiers and the increase would be \$129,623.52 for the city. This includes union and non- union. The unions would have to be negotiated.

Employee only	99
Emp + Spouse	32
Emp + Children	67
Emp + Family	55

**Recommendation**

Staff is recommending approving the additional health insurance contributions for non-union employees.

**Budget Consideration:**

The draft budget does included the increase in health premiums. It is accommodated in each fund and still leaves money to be transferred to fund balance.

**Regular Board of Commissioners**

**12.**

**Meeting Date:** 04/20/2015

April Sales Tax

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Acknowledge Sales Tax Report received April 2015.

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Attachments

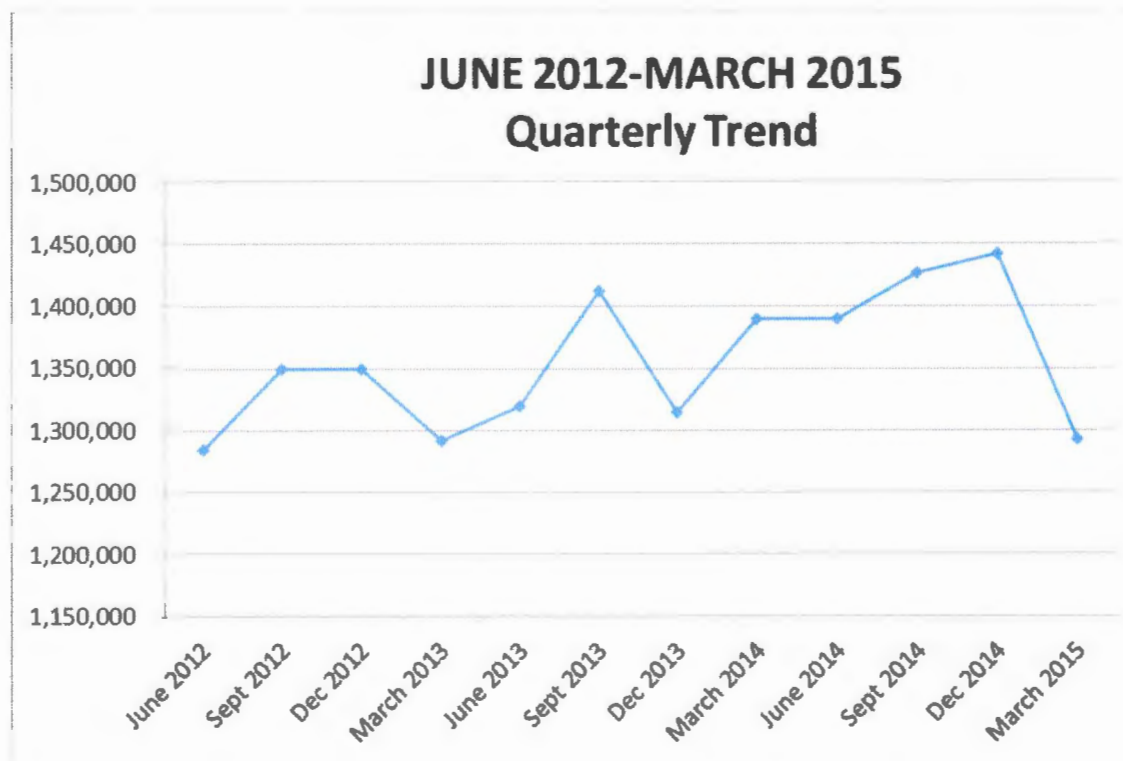
April Sales Tax Report

# City of Shawnee Memorandum



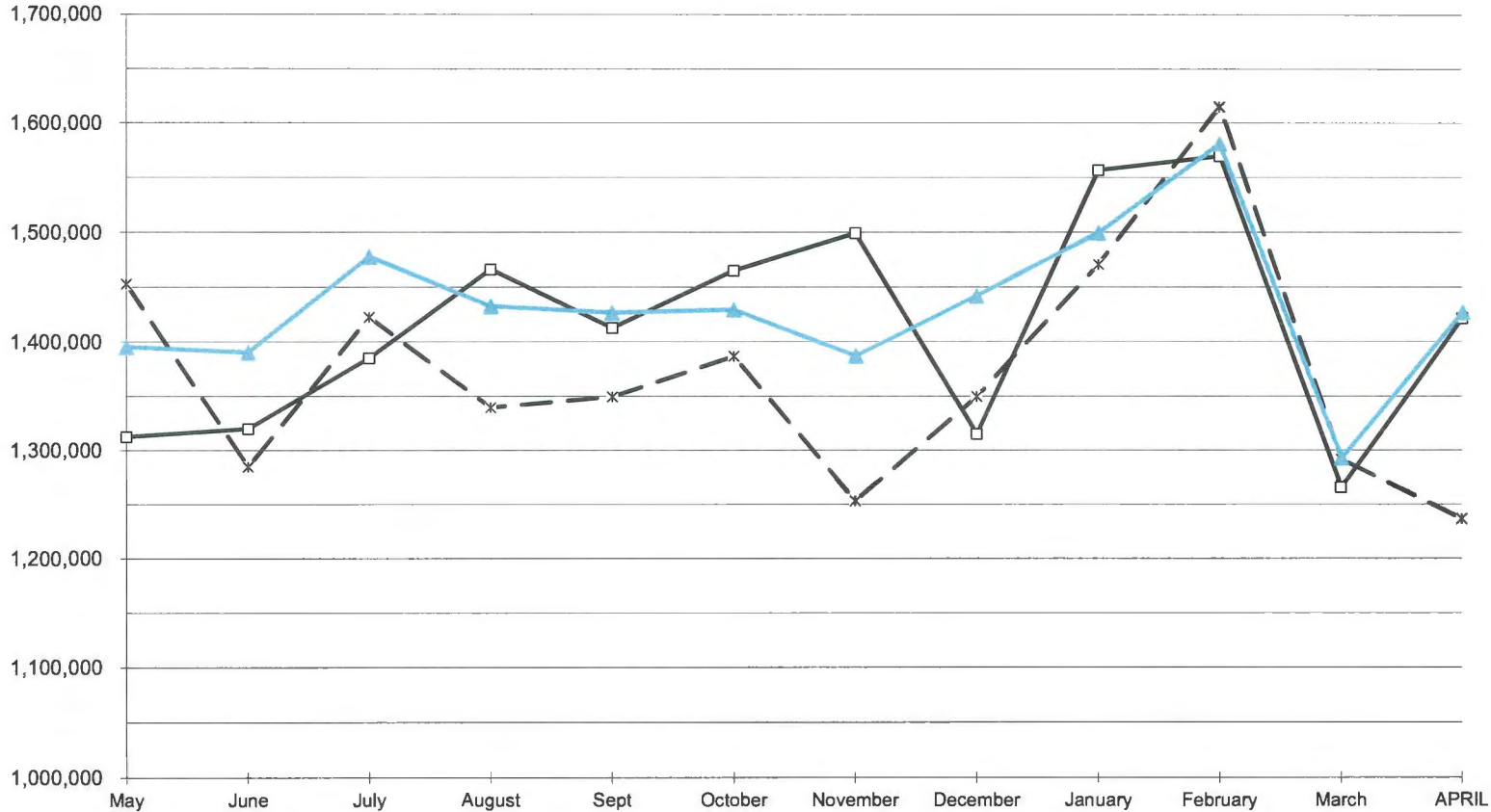
**To:** Mayor and City Commissioners  
**CC:** Justin Erickson, Interim City Manager  
**From:** Cynthia R Sementelli, Finance Director  
**Date:** April 13, 2015  
**Re:** City Sales Tax Report

April sales tax collected was \$ 1,426,451 which is up .35% from last year (2014) and \$189,887 from 2013.



	May 2012	May 2013	May 2014	Increase (Decrease)	
	through	through	through	Over Prior Year	
Month	April 2013	April 2014	April 2015	Amount	Percentage
May	1,452,759	1,312,710	1,394,972	82,262	6.27%
June	1,284,872	1,319,813	1,390,155	70,342	5.33%
July	1,422,363	1,385,055	1,477,552	92,498	6.68%
August	1,339,539	1,466,250	1,432,227	(34,023)	(2.32%)
Sept	1,349,282	1,412,708	1,426,359	13,651	0.97%
October	1,386,657	1,465,063	1,428,921	(36,142)	(2.47%)
November	1,253,140	1,499,183	1,386,855	(112,328)	(7.49%)
December	1,349,459	1,315,025	1,441,774	126,749	9.64%
January	1,470,565	1,556,616	1,499,067	(57,550)	(3.70%)
February	1,615,070	1,569,453	1,580,604	11,151	0.71%
March	1,291,532	1,265,687	1,292,781	27,093	2.14%
APRIL	1,236,564	1,421,540	1,426,451	4,911	0.35%
Total	16,451,802	16,989,102	17,177,717	188,614	1.11%
		Prior Year	Current Year	Increase (Decrease)	
Period		Actual	Actual	Over Prior Year	
Fiscal Year to Date		14,356,579	14,392,590	36,011	0.25%
Removed the one time hit in Feb 2013					

Sales Tax -May 2012-April 2015



—x— May 2012 through April 2013  
—□— May 2013 through April 2014  
—△— May 2014 through April 2015

**Regular Board of Commissioners**

**13. a.**

**Meeting Date:** 04/20/2015

Concession RFP

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Operations of the Shawnee Water Park Concession Stand (Open)

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Attachments

Concession Notice

Concession Plan Holders

## NOTICE TO BIDDERS

Sealed bids will be received by the City of Shawnee, 9th & Broadway, P. O. Box 1448, Shawnee, Oklahoma, up to 4:00 p.m., Monday, April 20, 2015 for:

### **Operations of the Shawnee Water Park Concession Stand**

**Instructions and bid documents are available to qualified bidders at the Fairview Cemetery Office located at 1400 north Center Street Shawnee, Oklahoma 74801 from 8:00 am to 4:00 pm Monday – Friday.**

Each bid shall be filed in a sealed envelope. On the front of each envelope shall be written the following words to the left of the address:

### **BID - Operations of the Shawnee Water Park Concession Stand April 20, 2015**

The ORIGINAL bid shall be filed with the City Clerk of the City of Shawnee at 16 W. 9<sup>th</sup> Street, together with a sworn non-collusion affidavit in writing that the bidder has not entered into any agreement, expressed or implied, with any other bidder, or bidders, for the purpose of limiting the bid, or bidders or parcel out to any bidder, or bidders or any other persons, any part of the contract or subject matter of the bid.

Bids will be opened and considered by the Board of City Commissioners at a Public Meeting in the City Hall Commission Chambers, 16 W. 9<sup>th</sup> Street Shawnee, Oklahoma 74801, at 6:30 p.m., Monday, April 20, 2015.

The City of Shawnee reserves the right to reject any or all bids.



*Phyllis Loftis*  
\_\_\_\_\_  
Phyllis Loftis, CMC, City Clerk

CITY OF SHAWNEE, A Municipal Corporation

By: *Justin Erickson*  
\_\_\_\_\_  
Justin Erickson, Interim City Manager

## Pool Concession Advertising and Plan Holders

Name (Print)

Company

Southwest Construction News

---

Phone Number

Email Address

planroom@swcnews.com

---

Name (Print)

Company

Shawnee News Star

---

Phone Number

Email Address

legals@news-star.com

---

Name (Print)

Company

Dell Krebs

Coney Island

---

Phone Number

Email Address

---

Name (Print)

Company

---

Phone Number

Email Address

---

Name (Print)

Company

---

Phone Number

Email Address

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