

AGENDA
BOARD OF CITY COMMISSIONERS
October 19, 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. Minutes from the October 5, 2015 regular meeting.
 - b. Acknowledge the following minutes and reports:
 - License Payment Report for September 2015
 - Project Payment Report for September 2015
 - Shawnee Urban Renewal Authority Minutes from July 7, 2015 and September 9, 2015 meetings
 - Planning Commission Minutes from September 2, 2015
 - c. Lake Lease Renewals/Transfers:

RENEWALS :

- Lot 1 Roewe Tract, 15511 Perry Rd.
Lessees: Raymond and Jennifer Burrell
- Lot 3 Johnston Tract, 16808 Magnino Rd.
Lessee: Lonnie Cox
- Lot 5 Coffman Tract, 15309 Perry Rd.
Lessee: William Holloway
- Lot 1 Magnino A Tract, 17300 Magnino Rd.
Lessees: Elmer and Brenda Lucas
- Lot 1 Coffman Tract, 15407 Perry Rd.
Lessees: Stanley and Jacqueline Mills
- Lot 3 Coffman Tract, 15403 Perry Rd.
Lessees: Charles and Marilyn Moore
- Lot 10 Magnino A Tract, 17236 Magnino Rd.
Lessee: Alene Topping
- Lot 4 Magnino A Tract, 17100 Magnino Rd.
Lessee: Mark White

- d. Authorize staff to solicit proposals for the following:
 - (1) Snow and Ice removal assistance from city streets;
 - (2) Debris removal assistance; and
 - (3) Debris removal monitoring.

- e. Mayor's Appointments:

Shawnee Public Library Board

Robert Currie – 1st Full Term Expires 06/30/2017

Re-appointment

- f. Acknowledge City of Shawnee Holiday Schedule for 2016.

- g. Approve Change Order No. 1 for Shawnee Splash Project.

- 2. Citizens Participation

(A three minute limit per person)

(A twelve minute limit per topic)

- 3. Presentation by Safe Events For Families regarding the Annual Christmas Parade.

- 4. A public hearing and consideration of an ordinance to rezone with a Conditional Use Permit for property located at 1101 West 45th Street from A-1; Rural Agricultural to A-1; Rural Agricultural with Conditional Use Permit. Case No. #P14-15 Applicants: Kenneth and Donna Massey
(Deferred by Planning Commission to the November 4, 2015 Planning Commission meeting.)

- 5. Consideration of an ordinance amending the Shawnee Municipal Code to prohibit texting while driving.

- 6. Consideration of an ordinance amending the Shawnee Municipal Code prohibiting certain conduct during a declared emergency.

- 7. Discussion, consideration and possible action for the retention of counsel in Circle D Pawn No. 4, Inc., et al. v City of Shawnee, et al., United States District Court for the Western District of Oklahoma, Case No. CIV-15-805-F.

- 8. Acknowledge Sales Tax Report received October 2015.

- 9. City Manager Update

- 10. New Business

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

- 11. Commissioners Comments

- 12. 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: 10/19/2015

CC Minutes 10-05-2015

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the October 5, 2015 regular meeting.

Attachments

CC Minutes 10-05-2015

BOARD OF CITY COMMISSIONERS PROCEEDINGS
OCTOBER 5, 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, October 5, 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

Vacant

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

Absent

Commissioner Ward 6

ABSENT: Micheal Dykstra

INVOCATION
FLAG SALUTE

The Lord's Prayer
Led by Commissioner Agee

AGENDA ITEM NO. 1:

Consider approval of Consent Agenda:

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 Shawnee Municipal Authority Agenda Item No. 2.
 - b. Minutes from the September 21, 2015 regular meeting.
 - c. Acknowledge the following minutes:
 - Shawnee Civic and Cultural Development Authority Minutes from August 20, 2015 meeting

- Shawnee Beautification Committee Minutes from August 13, 2015 meeting

d. Lake Lease Renewals/Transfers:

RENEWALS:

- Lot 8 Mosler Tract, 16312 Archery Range Rd.
Lessees: Robert Gill
- Lot 1 Green Tract, 32201 Hornbeck Rd.
Lessees: Dana and Kylie Green
- Lot 2 Green Tract, 32203 Hornbeck Rd.
Lessees: Dana and Kylie Green
- Lot 1 Skipper Tract, 16602 Archery Range Rd.
Lessees: Bob Griffin and Nyoka Griffin
- Lot 4 Mosler Tract, 16406 Archery Range Rd.
Lessees: April Hill
- Lot 2 Magnino Tract, 16504 Archery Range Rd.
Lessees: Phillip and Tammy Jennings
- Lot 3 Magnino Tract, 16508 Archery Range Rd.
Lessees: Phillip and Tammy Jennings
- Lot 8 Roewe Tract, 32303 Hornbeck Rd.
Lessees: Terri and Michael Johnson
- Lot 5 Skipper Tract, 16614 Archery Range Rd.
Lessees: Oneil Macy
- Lot 2 Mosler Tract, 16300 Archery Range Rd.
Lessees: Stanley and Barbara Malaske
- Lot 6 Green Tract, 32009 Hornbeck Rd.
Lessees: Teresa and Cody Roe
- Lot 1 Magnino Tract, 16500 Archery Range Rd.
Lessees: David Teel

TRANSFERS:

- Lot 7 Roewe Tract, 15501 Perry Rd.
From: Dalmar Ozment
To: David and Joy Griffin
- Lot 7 Eckel Tract, 15213 Eckel Rd.
From: Raymond Walker
To: Leslie and Douglas Landwert
- Lot C Hart Tract, 16009 Hart Rd.
From: Hawk Living Trust

To: Charles and Mary Shiff

- e. Approve City of McCloud FY2015-2016 Budget for Wes Watkins Reservoir and Recreation.
- f. Approve agreement with the Housing Authority of the City of Shawnee for supplemental police services.

Commissioner Shaw requested that Agenda Item No. 1(e) be pulled for separate consideration.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Agee, to approve Consent Agenda Item Nos. 1(a-f), less item 1(e). Motion carried 5-0.

AYE: Harrod, Agee, Mainord, Hall, Shaw

NAY: None

Regarding Agenda Item No. 1(e), Commissioner Shaw asked for Staff for more information regarding the item. Director of Operations James Bryce stated that this is presented annually and is in reference to the City of McCloud running the recreational portion of Wes Watkins Reservoir.

A motion was made by Commissioner Hall, seconded by Commissioner Shaw, to approve Consent Agenda Item No. 1(e). Motion carried 5-0.

AYE: Hall, Shaw, Agee, Harrod, Mainord

NAY: None

AGENDA ITEM NO. 2:

Citizens Participation

(A three minute limit per person)

(A twelve minute limit per topic)

There was no Citizens Participation.

AGENDA ITEM NO. 3:

Mayor's Proclamation:

"Fire Prevention Week"

October 4-10, 2015

Fire Chief, Dru Tischer accepted the Mayor's Proclamation for "Fire Prevention Week" presented by Mayor Mainord.

AGENDA ITEM NO. 4:

Presentation by City Manager to Employee of the Month, Chelsea Holt, Dispatch Department.

Chelsea Holt was present to accept the Employee of the Month Certificate presented by City Manager Justin Erickson.

AGENDA ITEM NO. 5:

Consider Bids:

- a. Main St. Streetscape Project from Beard St. to Oklahoma Ave., COS-PW-14-03 (Award)

City Manager, Justin Erickson, announced that three (3) bids were received and after review and consideration it was staff's recommendation to award the bid to CGC, Inc. of Edmond, Oklahoma in the total amount of \$3,156,371.60.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Hall, to accept staff's recommendation and award the bid to CGC, Inc. in the total amount of \$3,156,371.60. Motion carried 5-0.

AYE: Harrod, Hall, Shaw, Agee, Mainord

NAY: None

- b. Emergency Generator at North Radio Tower Site (Award)

Emergency Management Director, Donald Lynch, announced that four (4) bids were received and after review and consideration it was staff's recommendation to award the bid to Imajenus of Broken Arrow, Oklahoma in the total amount of \$31,465.00, which included a five (5) year warranty.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Shaw, to accept staff's recommendation and award the bid to Imajenus in the total amount of \$31,465.00. Motion carried 5-0.

AYE: Harrod, Shaw, Agee, Mainord, Hall

NAY: None

c. North Radio Tower Site Antenna System (Award)

Emergency Management Director, Donald Lynch, announced that one (1) bid was received and after review and consideration it was staff's recommendation to award the bid to JTS of Dallas, Texas in the total amount of \$35,935.00.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Agee, to accept staff's recommendation and award the bid to JTS in the total amount of \$35,935.00. Motion carried 5-0.

AYE: Harrod, Agee, Mainord, Hall, Shaw

NAY: None

AGENDA ITEM NO. 6:

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

There was no New Business.

AGENDA ITEM NO. 7:

Commissioners Comments

Commissioner Agee reminded everyone that on October 15, 2015 at 8:30 a.m. at 120 North Broadway a seminar will be held. It will include information regarding tax credits, grants, and tax breaks available in an effort to revitalize downtown Shawnee.

Vice Mayor Harrod stated that there was a good crowd at the Airport Airshow.

AGENDA ITEM NO. 8:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (6:49 p.m.)

WES MAINORD, MAYOR

ATTEST:

LISA LASYONE, DEPUTY CITY CLERK

Regular Board of Commissioners

1. b.

Meeting Date: 10/19/2015

Acknowledge Reports & Minutes

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the following minutes and reports:

- License Payment Report for September 2015
- Project Payment Report for September 2015
- Shawnee Urban Renewal Authority Minutes from July 7, 2015 and September 9, 2015 meetings
- Planning Commission Minutes from September 2, 2015

Attachments

[License Pymt Rpt](#)

[Project Pymt Rpt](#)

[SURA Minutes 07-07-2015](#)

[SURA Minutes 09-09-2015](#)

[Planning Minutes 09-02-2015](#)

** FEE CODE TOTALS **

FEE CODE	DESCRIPTION	FEE	PAYMENT DISTRIBUTION			TOTAL PAI
			PENALTY	TAX	INTEREST	
ALARM	BURGLAR/FIRE ALARM LICENSE	4	100.00CR			100.00
ALARMRENEW	BURGLAR/FIRE ALARM RENEW	13	195.00CR			195.00
AUCD	AUCTION LICENSE FEE ONE DAY	2	20.00CR			20.00
BEER1	BEER CONSUMPTION ON PREMISE	1	20.00CR			20.00
BOATDAILY	BOATING DAILY FEE	1	7.00CR			7.00
BOATREG	BOAT REGULAR PERMIT	14	364.00CR			364.00
ELEC1	ELECTRICAL CONTRACTOR INITIAL	1	100.00CR			100.00
ELEC2	ELECTRICAL CONTRACTOR RENEW	5	375.00CR			375.00
FISHANNUAL	FISHING ANNUAL FEE	12	180.00CR			180.00
FISHDAILY	FISHING DAILY FEE	2	6.00CR			6.00
IMERC	ITINERANT MERCHANT FEE	1	50.00CR			50.00
LAKEINSP	LAKE LEASE INSPECTION	1	75.00CR			75.00
LAKELEASE	LAKE LEASE	28	11,711.24CR			11,711.24
LAKEXFER	LAKE LEASE TRANFER FEE	4	4,000.00CR			4,000.00
MECH1	MECHANICAL CONTRACTOR INTIAL	3	300.00CR			300.00
MECH2	MECHANICAL CONTRACTOR RENEW	4	300.00CR			300.00
MIXVET	MIXED BEVERAGE VETERAN	1	500.00CR			500.00
PLUM1	PLUMBING CONTRACTOR INITIAL	2	200.00CR			200.00
PLUM2	PLUMBING CONTRACTOR RENEW	4	300.00CR			300.00
REFUND	REFUND	4	1,488.76CR			1,488.76
RESAL	RESIDENTIAL SALE	129	1,290.00CR			1,290.00
SOLIC	SOLICITOR ANNUAL LICENSE	1	50.00CR			50.00
SOLID	SOLICITOR DAILY LICENSE	5	15.00CR			15.00
TOTAL			21,647.00CR			21,647.00

10/14/2015 9:09 AM
STATUS: ALL
SEGMENT CODES: All
FEE CODES: All

P R O J E C T P A Y M E N T R E P O R T

PAGE:
PROJECTS: THRU ZZZZZZZZZZ
PAYMENT DATES: 9/01/2015 TO 9/30/
SORTED BY: PRO

** GENERAL LEDGER DISTRIBUTION **

FUND G/L ACCOUNT	ACCOUNT NAME	AMOUNT
001-2133	UBCC FEE PAYABLE	288.00CR
001-4202	BUILDING PERMITS	22,846.42CR
001-4203	PLUMBING PERMITS	1,120.00CR
001-4204	ELECTRICAL PERMITS	220.00CR
001-4205	ZONING PERMITS & APPLICATIONS	370.00CR
001-4206	HEATING & A/C PERMITS	960.00CR
001-4249	OTHER PERMITS	425.00CR
001-4822	OTHER MISC. REVENUE	56.00CR
101-4249	OTHER PERMITS	125.00CR
501-4510	WATER TAPS	1,200.00CR
799-1023	BANCFIRST GENERAL	27,610.42

10/14/2015 9:09 AM
STATUS: ALL
SEGMENT CODES: All
FEE CODES: All

PROJECT PAYMENT REPORT

PAGE:
PROJECTS: THRU ZZZZZZZZZZ
PAYMENT DATES: 9/01/2015 TO 9/30/
SORTED BY: PRO

** SEGMENT CODE TOTALS **

SEGMENT CODE	DESCRIPTION	TOTAL PAID
B1-NEW	BUILDING CONSTRUCTION NEW	5,159.36CR
B2-ADD	BUILDING CONSTRUCTION ADD	7,139.43CR
B3-REMODEL	BUILDING CONSTRUCTION REM	11,591.63CR
B4-CARPORT	BUILDING CARPORT	59.00CR
B4-SHELTER	BUILDING SHELTER	295.00CR
B4-STORAGE	BUILDING STORAGE SHED	757.00CR
E3-REMODEL	ELECTRICAL REMODEL/REPAIR	256.00CR
M3-REMODEL	MECHANICAL REMODEL/REPAIR	1,045.50CR
P3-REMODEL	PLUMBING REMODEL	367.50CR
P5-SEPTIC	SEPTIC PERMIT	20.00CR
X-BORE/CUT	BORING & PAVING CUT PERMI	50.00CR
X-CURBCUT	CURBCUT/DRIVEWAY/SIDEWALK	75.00CR
X-DEMO	DEMOLITION PERMIT	50.00CR
X-SIGN	SIGN PERMIT	125.00CR
Z-BOAAPP	BOA APPLICATION	90.00CR
Z-CONDUSE	CONDITIONAL USE PERMIT	280.00CR
Z-OCCUP	OCCUPANCY PERMIT	250.00CR
	TOTAL	27,610.42CR

SHAWNEE URBAN RENEWAL AUTHORITY
MINUTES OF July 7, 2015

The Board of Commissioners of the **Shawnee Urban Renewal Authority** met for a regular meeting Tuesday, July 7, 2015 at 9:00 a.m. in the 4th Floor Conference Room, Masonic Building, 23 E. 9th, Room 440, Shawnee, Oklahoma.

Chairman Ron Henderson 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	Ron Henderson
	Commissioner	Monte Cockings
	Commissioner	Larry Gill
Absent:	Commissioner	Tiffany Barrett
	Commissioner	Wayne Jackson

Also present:

Justin DeBruin, Planning Director
Bryan Logan, CDBG Coordinator/Rehab Specialist, SURA
Karen Drain, Secretary, SURA

A quorum was declared.

AGENDA ITEM NO. 3

APPROVAL OF MINUTES:

A motion to approve the minutes of June 2, 2015 was made by **Commissioner Cockings**, seconded by **Commissioner Gill**. Motion carried with no abstentions.

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

AGENDA ITEM NO. 4

APPROVAL OF CLAIMS:

A motion to approve claims totaling \$ 14,067.74 was made by **Commissioner Cockings**, seconded by **Commissioner Gill**. Motion carried with no abstentions.

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

AGENDA ITEM NO. 5

REQUEST FOR ASSISTANCE:

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

- a) Emergency Assistance: Doris Green, 716 N. Madeline

Ms. Green is 74 years old. She has owned her home 7 years and is income qualified. Her home needs a new roof.

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

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

- b) Emergency Assistance: Sandra Villegas, 1220 E. Wallace

Ms. Villegas is 35 years old and has one child. She has owned his home 6 years and is income qualified. Her home needs a new roof.

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

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

- c) Home Repair : Larry Hobbs, 213 W. 34th

Mr. Hobbs is 59 years old. He has owned his home 25 years and is income qualified. Mr. Hobbs originally applied for Emergency Assistance but, upon inspection Mr. Logan noticed he had used our program previously for a handicap ramp. He is applying for a home repair loan. His home needs the shower pan repaired, some shingles replaced and possibly floor repair.

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

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

**AGENDA ITEM NO. 6
UPDATE ON BID OPENINGS:**

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

- a) Home Repair: David & Ida Rice, 46 Sequoyah
Cost Estimate: \$ 3,500.00

2 bids received:

	<u>Bid Amount</u>
LG Construction	\$ 3,592.00
Kingworks	3,600.00

Bid Awarded to: LG Construction

- b) Emergency Assistance: Kane McElfresh, 23 W. Pulaski
Cost Estimate: \$ 6,900.00

3 bids received:

	<u>Bid Amount</u>
LG Construction	\$ 7,395.00
Greg Rodgers Elect	8,485.00
Roller Electric	5,995.00

Bid Awarded to: Roller Electric

**AGENDA ITEM NO. 7
OLD BUSINESS:**

There was no Old Business.

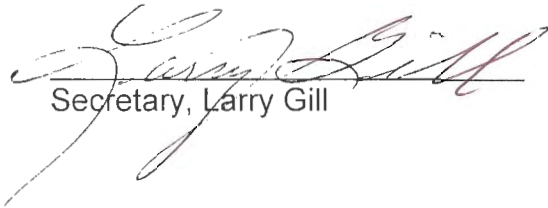
**AGENDA ITEM NO. 8
NEW BUSINESS:**

Bryan Logan stated we will be moving into our new offices on Monday.

**AGENDA ITEM NO. 9
ADJOURNMENT**

There being no further business to come before the Board at this time, a motion to adjourn at 9:25 a.m. was made by **Commissioner Cockings** seconded by **Commissioner Gill**. Motion carried with no abstentions.

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



Secretary, Larry Gill



Chairman, Ron Henderson

**SHAWNEE URBAN RENEWAL AUTHORITY
MINUTES OF SEPTEMBER 9, 2015**

The Board of Commissioners of the *Shawnee Urban Renewal Authority* met for a regular meeting Wednesday, September 9, 2015 at 9:00 a.m. in the CDBG Conference Room, 227 N. Broadway, Suite C, Shawnee, Oklahoma.

Chairman Ron Henderson called the meeting to order at 9:00 a.m.

AGENDA ITEM NO. 2

ROLL CALL:

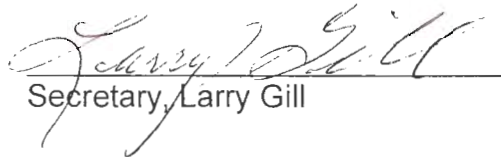
Roll call was taken showing the following members present:

	Chairman	Ron Henderson
	Commissioner	Larry Gill
Absent:	Commissioner	Tiffany Barrett
	Commissioner	Monte Cockings
	Commissioner	Wayne Jackson

Also present:

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

A quorum was not declared. Meeting was cancelled at 9:05 a.m.


Secretary, Larry Gill


Chairman, Ron Henderson

PLANNING COMMISSION MINUTES

DATE: SEPTEMBER 2ND, 2015

The Planning Commission of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in the Commission Chambers, at City Hall, 9th and Broadway, on Wednesday, September 2nd, 2015 at 1:30 p.m., pursuant to notice duly posted as prescribed by law.

AGENDA ITEM NO.1: Roll Call

Upon roll call the following members were present:

Present: Morton, Clinard, Kerbs, Bergsten, Cowen, Kienzle, Affentranger

Absent:

The meeting was called to order.

AGENDA ITEM NO. 2: Consideration of Approval of the minutes from the August 5th, 2015 Planning Commission Meeting

Chairman Bergsten asked if the Board had time to review the minutes and if so would ask to entertain a motion if there were no questions or discussion. Commissioner Affentranger made a motion to approve, seconded by Commissioner Kienzle.

Motion passed:

AYE: Morton, Clinard, Kerbs, Bergsten, Cowen, Kienzle, Affentranger

NAY:

ABSTAIN:

AGENDA ITEM NO. 3: Citizen's Participation

Chairman Bergsten opened the public portion and announced that this is an open time for discussion for those with questions on topics not on the Agenda and asked if anyone would like to come forward. No one came forward and Chairman Bergsten closed the public portion of the meeting.

AGENDA ITEM NO. 4: Case #P12-15 – A public hearing for consideration of approval of a Conditional Use Permit for a Guest Cottage located at 31701 Ingram Rd., Shawnee, OK

Applicant: Jackie Johnson

Chairman Bergsten asked for the staff report. Justin Debruin presented the staff report. Mr. Debruin informed the Commissioners that the land at the Shawnee Twin Lakes is primarily zoned A-1; Rural Agricultural and also falls under the lake protection zone. There are city owned leases as well as state owned and this particular lease is city owned. Justin Debruin stated this case specifies a single family residence with a guest cottage as an accessory use to current property which requires a Conditional Use Permit. Mr. Debruin presented a letter from the Commissioners of the Land Office providing no objection to the request. Mr. Debruin went on to inform the Commissioners that Staff has no objection to the proposal and recommends approval. Vice-Chairman Cowen asked if the building already exists. Justin Debruin confirmed this and

mentioned that the residence is around ninety percent complete and that the applicant followed state regulations and then came to the city. Chairman Bergsten asked if there were any additional questions. Commissioner Kerbs asked if this was a rebuild from the tornado. Vice-Chairman Cowen informed him it was not. Chairman Bergsten asked if there were any other questions. There were none. Chairman Bergsten opened the public portion of the meeting and asked if anyone against the item would like to come forward and speak. There were none. Chairman Bergsten then proceeded to ask if anyone in favor of the item would like to come forward. There were none and Chairman Bergsten closed the public portion of the meeting and asked if there were any questions or comments from the Commissioners. There were none and Chairman Bergsten asked for a motion. Vice-Chairman Cowen made a motion to approve, seconded by Commissioner Kienzle.

Motion approved:

AYE: Morton, Clinard, Kerbs, Bergsten, Cowen, Kienzle, Affentranger

NAY:

ABSTAIN:

AGENDA ITEM NO. 5:

Case #P13-15 – A public hearing for consideration of approval of a Rezone for property located on Shawnee Mall Drive, west of Union Street, Shawnee, OK

Applicant: A-OK, LLC

Chairman Bergsten asked for the staff report. Justin Debruin presented the staff report. Mr. Debruin informed the Commissioners that the location of this case is north of the Shawnee Mall, west of Panda Express and south of Buffalo Wild Wings. The proposed site is around 0.7 acres in size with plans for a restaurant facility. Staff finds no issue with placement and the site will be separate ownership with on-site parking being required. Justin Debruin stated a PUD was previously applied to this property but was reverted back to CP around 2010. Mr. Debruin informed the Commissioners that Staff does recommend approval with no conditions applied. Chairman Bergsten mentioned the previous discussion on the curb cut by Panda Express to alleviate potential traffic congestion and asked about the same potential for this new development. Mr. Debruin explained that at this time he is unaware of the placement of driveways or ingress and egress until plats are turned in. Commissioner Kerbs asked if the C-3 zoning is concurrent with the other restaurants along Shawnee Mall. Mr. Debruin stated that this rezone would be classified separately due to the separate ownership. Chairman Bergsten asked if there were any additional questions for Mr. Debruin, there were none and Chairman Bergsten proceeded to open the public portion of the meeting and asked if anyone against the item would like to come forward and speak. There were none. Chairman Bergsten then proceeded to ask if anyone in favor of the item would like to come forward. There were none and Chairman Bergsten closed the public portion of the meeting and asked if there were any questions or comments from the Commissioners. Commissioner Clinard made a motion to approve, seconded by Commissioner Kerbs.

Motion approved:

AYE: Morton, Clinard, Kerbs, Bergsten, Cowen, Kienzle, Affentranger

NAY:

ABSTAIN:

AGENDA ITEM NO. 6:

Case #S11-15 – Consideration of a Preliminary Plat for Sac & Fox Apartments located off Kimberly Street, Shawnee, OK

Applicant: Sac & Fox Nation Housing Authority

Chairman Bergsten asked for the staff report. Justin Debruin presented the staff report. Mr. Debruin stated that this property was recently rezoned to a PUD and is located on Highland and Kimberly Streets. The purpose of the site is intended to construct two apartment complexes for elderly housing options and is around 3.5 acres in size. The northern area of property is vacant and the PUD would act to incorporate site into one lot. Justin Debruin explained that the houses to the east are under separate ownership. Mr. Debruin also informed the Commissioners that there would be six foot sidewalks existing within the street right of way and public street closure for on street parking with the maintenance for such turned over to the owner. Justin Debruin stated staff has reviewed preliminary plat and recommends approval with five conditions listed. Chairman Bergsten asked if additional lighting would be constructed for the new parking and Mr. Debruin confirmed this. Chairman Bergsten asked if there were any additional questions for staff. There were none and Chairman Bergsten proceeded to open the public portion of the meeting and asked if anyone against the item would like to come forward and speak. There were none. Chairman Bergsten then proceeded to ask if anyone in favor of the item would like to come forward. Richard Landes with Landes Engineering came forward to inform the Commissioners that the storm water detention is in place and hopes to break ground soon. Mr. Landes stated he would be happy to answer any questions the board may have. There were none and Chairman Bergsten closed the public portion of the meeting and asked if there were any additional questions for staff or a motion. Commissioner Kerbs made a motion to approve with the five conditions listed, seconded by Vice-Chairman Cowen.

Motion approved:

AYE: Morton, Clinard, Kerbs, Bergsten, Cowen, Kienzle, Affentranger

NAY:

ABSTAIN:

AGENDA ITEM NO. 7:

Planning Director's Report

Justin Debruin came forward to present the report and informed the Commissioners that the Downtown Property Maintenance letters have been mailed out and there have been numerous phone calls in regards to it with most of them being positive in nature. Justin Debruin also explained there have not been any individual letters mailed yet. Mr. Debruin went on to discuss the near completion of the OBU dorms and the Nursing facility is coming along well. The ALDI grocery store is open and Hallmark will be opening soon. Justin Debruin explained the work along 46th street will begin soon with no plans turned in for what is going in there yet. Mr. Debruin also mentioned construction plans should be coming in soon for Deer Field Estates and the houses have been removed and permits from DEQ in the process for the Golden Acres project. Commissioner Kerbs asked for the status on the North Harrison Industrial Park development and Justin Debruin stated no work has been started yet. The company is still working on the different plans. Commissioner Clinard asked for the latest on the Park Study. Mr. Debruin informed her that it was brought before the City Commission and he briefly went over the concepts included. Justin Debruin stated it was just an assessment with different ideas to find the best way to utilize the city's parks. Commissioner Bergsten asked if it mentioned which parks had the greater outcome of usage and Mr. Debruin informed him he was unsure if it was included or not. Commissioner Kienzle asked who the consultants were and Justin Debruin stated he would get that information to her. Commissioner Kienzle also asked about possibly receiving a presentation over the assessment. Mr. Debruin said he would get with the parks department to see if they could do one for the board. Commissioner Kerbs discussed cleaning up the master plan for the parks. Commissioner Kienzle mentioned the possibility of a neighborhood association for certain parks in residential areas. Vice-Chairman Cowen briefly went over his concerns for the Downtown Property Maintenance Code enforcement process. Commissioner Kerbs asked what the timeline is.

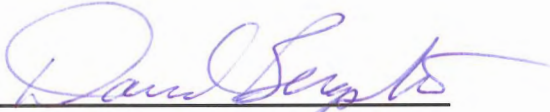
Justin Debruin did not have the information in front of him but stated once they get the complaint, a letter is sent, if no action is taken, a citation is given. Commissioner Clinard went over the need for the Downtown property owners to be aware of the complaint process. Mr. Debruin informed the Commissioners of the number of code enforcement officers who would be handling the property citations and process.

AGENDA ITEM NO. 8: Commissioners' Comments and/or New Business

Commissioner Clinard mentioned the paint grant that the Historic Shawnee Alliance received and the building they are working on at 114 W. Main. Commissioner Kerbs asked if the funding for the façade grant is already in place and Justin Debruin informed him they did not have that info yet and Commissioner Kerbs stated that he would like to have the time frame decided early in the year. Chairman Bergsten asked if there was any word regarding Phase 2 for Shawnee Marketplace and Mr. Debruin informed that staff hasn't received anything about it yet. Commissioner Kerbs brought up the brick inlay deterioration between Popeyes and Chick-fil-a and asked if it could still be fixed. Justin Debruin stated he would check on it. Commissioner Kienzle asked if the sales tax has increased with the new stores coming in. Mr. Debruin stated they haven't received the numbers yet. Chairman Bergsten brought up the Dunham Sporting Goods store and asked if there was a delay. Mr. Debruin agreed and mentioned they have had some difficulty finding contractors.

AGENDA ITEM NO. 9: Adjournment

Meeting was adjourned.



Chairman/Vice-Chairman

Cheyenne Lincoln

Planning Commission Secretary

Regular Board of Commissioners

1. c.

Meeting Date: 10/19/2015

Lakes Renewals

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Lake Lease Renewals/Transfers:

RENEWALS:

- Lot 1 Roewe Tract, 15511 Perry Rd.
Lessees: Raymond and Jennifer Burrell
 - Lot 3 Johnston Tract, 16808 Magnino Rd.
Lessee: Lonnie Cox
 - Lot 5 Coffman Tract, 15309 Perry Rd.
Lessee: William Holloway
 - Lot 1 Magnino A Tract, 17300 Magnino Rd.
Lessees: Elmer and Brenda Lucas
 - Lot 1 Coffman Tract, 15407 Perry Rd.
Lessees: Stanley and Jacqueline Mills
 - Lot 3 Coffman Tract, 15403 Perry Rd.
Lessees: Charles and Marilyn Moore
 - Lot 10 Magnino A Tract, 17236 Magnino Rd.
Lessee: Alene Topping
 - Lot 4 Magnino A Tract, 17100 Magnino Rd.
Lessee: Mark White
-

Attachments

Lake Renewal Burrell

Lake Renewal Cox

Lake Renewal Holloway

Lake Renewal Lucas

Lake Renewal Mills

Lake Renewal Moore

Lake Renewal Topping

Lake Renewal White



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

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

Date	10/07/2015	License No. # 018717
Type	<input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Transfer (Fee: \$1,000)	
Commission Meeting Date	October 19 th , 2015	
Property Address	15511 PERRY RD.	
Lake Site Location	LOT 1 ROEWE TRACT	
Lease Dates	06/08/2015 – 06/07/2045	
Lease Fee (changes annually)	\$662.00	
Inspection Fee	\$75.00 Applicable: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Lessee (Transfer To)		
Name(s)	RAYMOND & JENNIFER BURRELL	
Address	5800 SYCAMORE POND DR. MUSTANG, OK 73064	
Phone	405-324-8893	
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)		
Address		
Phone		
Inspection Information		
Inspection Required	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
DEQ Report on File	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Type of Septic System	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Aerobic	
Last Inspected/Pumped	04/04/2012	
Misc. Comments		
	Total Charges Paid: \$662.00	

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# 018717**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of June 7, 2015 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

RAYMOND BURRELL
of 5800 SYCAMORE POND DR MUSTANG OK 73064 ,
JENNIFER BURRELL
of 5800 SYCAMORE POND DR MUSTANG OK 73064,
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:

**15511 PERRY RD
LOT 1 ROEWE 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 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.

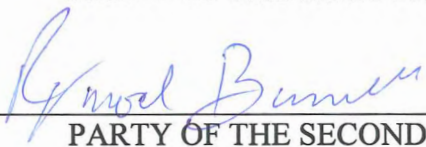
IN WITNESS WHEREOF, party of the first part has caused its name to be affixed hereto by the Mayor of the City of Shawnee, Oklahoma, and attested by the City Clerk, and the party of the second part hereunto affixed his/her name the day and year first above written.

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

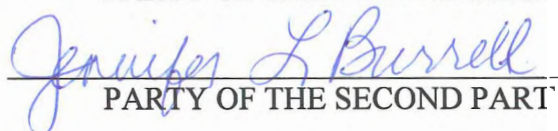
BY: _____
MAYOR
PARTY OF THE FIRST PART

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

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

Date	10/07/2015	License No. #009808
Type	<input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Transfer (<i>Fee: \$1,000</i>)	
Commission Meeting Date	October 19 th , 2015	
Property Address	16808 MAGNINO RD.	
Lake Site Location	LOT 3 JOHNSTON TRACT	
Lease Dates	07/01/2012 – 06/31/2042	
Lease Fee (changes annually)	\$624.00	
Inspection Fee	\$75.00 Applicable: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Lessee (Transfer To)		
Name(s)	LONNIE COX	
Address	16808 MAGNINO RD. SHAWNEE, OK 74801	
Phone		
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)		
Address		
Phone		
Inspection Information		
Inspection Required	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
DEQ Report on File	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Type of Septic System	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Aerobic	
Last Inspected/Pumped	6/23/2015	
Misc. Comments		
	Total Charges Paid: \$624.00	

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# 009808**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of July 1, 2012 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

LONNIE COX
of 16808 MAGNINO RD SHAWNEE OK 74801 ,

of,
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of **\$ 624.00** dollars for **2012**, 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:

**16808 MAGNINO RD
LOT 3 JOHNSTON 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

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

Date	10/07/2015	License No. #013860
Type	<input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Transfer <i>(Fee: \$1,000)</i>	
Commission Meeting Date	October 19 th , 2015	
Property Address	15309 PERRY RD.	
Lake Site Location	LOT 5 COFFMAN TRACT	
Lease Dates	11/06/2012 – 11/05/2042	
Lease Fee (changes annually)	\$624.00	
Inspection Fee	\$75.00 Applicable: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Lessee (Transfer To)		
Name(s)	WILLIAM HOLLOWAY	
Address	11716 SAWGRASS RD. OKLAHOMA CITY, OK 73162	
Phone		
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)		
Address		
Phone		
Inspection Information		
Inspection Required	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
DEQ Report on File	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Type of Septic System	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Aerobic	
Last Inspected/Pumped	10/24/2012	
Misc. Comments		
	Total Charges Paid: \$699.00	

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# 013860**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of November 5, 2012 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

WILLIAM HOLLOWAY
of 11716 SAWGRASS RD OKLAHOMA CITY OK 73162-1140 ,
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of \$ 624.00 dollars for 2012, 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:

**15309 PERRY RD
LOT 5 COFFMAN 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.

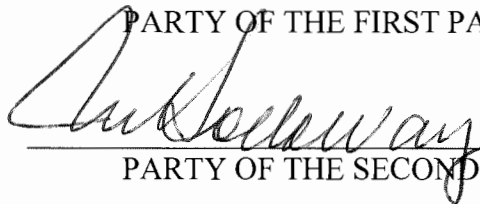
CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

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

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

Date	10/07/2015	License No. #014089
Type	<input checked="" type="checkbox"/> Renewal	<input type="checkbox"/> Transfer (<i>Fee: \$1,000</i>)
Commission Meeting Date	October 19 th , 2015	
Property Address	17300 MAGNINO RD.	
Lake Site Location	LOT 1 MAGNINO A TRACT	
Lease Dates	12/04/2012 – 12/03/2042	
Lease Fee (changes annually)	\$624.00	
Inspection Fee	\$75.00 Applicable: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Lessee (Transfer To)		
Name(s)	ELMER & BRENDA LUCAS	
Address	16860 SE 18 TH CHOCTAW, OK 73020	
Phone		
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)		
Address		
Phone		
Inspection Information		
Inspection Required	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
DEQ Report on File	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Type of Septic System	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Aerobic	
Last Inspected/Pumped	12/12/2012	
Misc. Comments		
	Total Charges Paid: \$699.00	

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# 014089**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of December 3, 2012 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

ELMER LUCAS
of 17300 MAGNINO RD SHAWNEE OK 74801 ,
BRENDA LUCAS
of 17300 MAGNINO RD SHAWNEE OK 74801,
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of \$ 624.00 dollars for 2012, 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:

**17300 MAGNINO RD
LOT 11 MAGNINO A 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 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 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 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

LAKESITE LEASE APPLICATION
SHAWNEE TWIN LAKES

Lease # 014089

Circle type: Renewal or Transfer

Date: 11-15-12

Lakesite Lease Address: 17300 Magnino Road

Lakesite Lease Lot #: 11 Tract: Magnino A Tract

APPLICANT:

Applicant Name: Elmer Lucas

Mailing Address: 16860 SE 18th

City: Choctaw State: OK Zip: 73020

Home Phone: 390 2079 Cell: 550 1154 Work: _____

Email Address: E Lucas 44 @ Cox . net

CO-APPLICANT:

Co-Applicant (if applicable) Brenda Lucas

Mailing Address: 16860 SE 18th

City: Choctaw State: OK Zip: 73020

Home Phone: _____ Cell: _____ Work: _____

Email Address: _____

It is hereby agreed that if this application is approved, I shall abide by all ordinances & policies governing activities on Shawnee Twin Lakes or its property.

Elmer Lucas
Applicant

Brenda Lucas
Co-Applicant

Appeared before me on this _____ day of _____, 20____. (SEAL)

Notary Public # _____ My commission expires: _____

(Transfer consent on back)



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

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

Date	10/07/2015	License No. #010433
Type	<input checked="" type="checkbox"/> Renewal	<input type="checkbox"/> Transfer (Fee: \$1,000)
Commission Meeting Date	October 4 th , 2015	
Property Address	15407 PERRY RD.	
Lake Site Location	LOT 1 COFFMAN TRACT	
Lease Dates	10/05/2014 – 10/04/2044	
Lease Fee (changes annually)	\$649.00	
Inspection Fee	\$75.00 Applicable: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Lessee (Transfer To)		
Name(s)	STANLEY & JACQUELINE MILLS	
Address	684 LIVING SPRINGS TRAIL GOLDSBY, OK 73093	
Phone	405-288-6827	
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)		
Address		
Phone		
Inspection Information		
Inspection Required	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
DEQ Report on File	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Type of Septic System	<input type="checkbox"/> Conventional <input type="checkbox"/> Aerobic	
Last Inspected/Pumped	NONE-VACANT LOT	
Misc. Comments		
	Total Charges Paid: \$649.00	

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# 010433**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of October 4, 2014 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

STANLEY MILLS
of 684 LIVING SPRINGS TRAIL GOLDSBY OK 73093 ,
JACQUELINE MILLS
of 684 LIVING SPRINGS TRAIL GOLDSBY OK 73093,
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:

**15407 PERRY RD
LOT 1 COFFMAN 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 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: _____

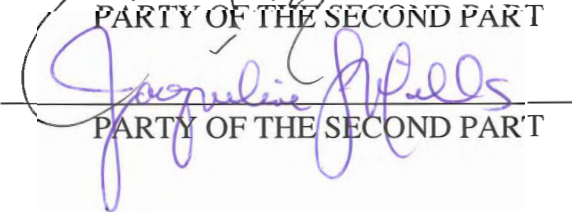
MAYOR
PARTY OF THE FIRST PART

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

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

Date	10/07/2015	License No. #010431
Type	<input checked="" type="checkbox"/> Renewal	<input type="checkbox"/> Transfer (Fee: \$1,000)
Commission Meeting Date	October 19 th , 2015	
Property Address	15403 PERRY RD.	
Lake Site Location	LOT 3 COFFMAN TRACT	
Lease Dates	10/07/2012 – 10/06/2042	
Lease Fee (changes annually)	\$624.00	
Inspection Fee	\$75.00	Applicable: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Lessee (Transfer To)		
Name(s)	CHARLES & MARILYN MOORE	
Address	1608 MORNING MIST CHOCTAW, OK 73020	
Phone		
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)		
Address		
Phone		
Inspection Information		
Inspection Required	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
DEQ Report on File	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Type of Septic System	<input type="checkbox"/> Conventional <input checked="" type="checkbox"/> Aerobic	
Last Inspected/Pumped	09/22/2014	
Misc. Comments		
	Total Charges Paid: \$699.00	

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# 010431**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of October 6, 2012 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

CHARLES MOORE
of 1608 MORNING MIST CHOCTAW OK 73020 ,
MARILYN MOORE
of 1940 KENNETH LN CHOCTAW OK 73020,
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of **\$ 624.00** dollars for **2012**, 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:

**15403 PERRY RD
LOT 3 COFFMAN 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

Charles Moore

PARTY OF THE SECOND PART

Marilyn Moore

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

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

Date	10/07/2015	License No. #010010
Type	<input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Transfer (<i>Fee: \$1,000</i>)	
Commission Meeting Date	October 19 th , 2015	
Property Address	17236 MAGNINO RD.	
Lake Site Location	LOT 10 MAGNINO A TRACT	
Lease Dates	07/07/2012 – 07/06/2042	
Lease Fee (changes annually)	\$624.00	
Inspection Fee	\$75.00 Applicable: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Lessee (Transfer To)		
Name(s)	ALENE TOPPING	
Address	17236 MAGNINO RD. SHAWNEE, OK 74801	
Phone		
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)		
Address		
Phone		
Inspection Information		
Inspection Required	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
DEQ Report on File	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Type of Septic System	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Aerobic	
Last Inspected/Pumped	07/02/2012	
Misc. Comments		
	Total Charges Paid: \$699.00	

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# 010010**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of July 6, 2012 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

ALENE TOPPING
of 17236 MAGNINO RD SHAWNEE OK 74801-4008,

of _____,
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of \$ 624.00 dollars for 2012, 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:

**17236 MAGNINO RD
LOT 10 MAGNINO A 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

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

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

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

Alene M. Tapping

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

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

Date	10/07/2015	License No. #009555
Type	<input checked="" type="checkbox"/> Renewal	<input type="checkbox"/> Transfer (Fee: \$1,000)
Commission Meeting Date	October 19 th , 2015	
Property Address	17100 MAGNINO RD.	
Lake Site Location	LOT 4 MAGNINO A TRACT	
Lease Dates	06/05/2015 – 06/04/2045	
Lease Fee (changes annually)	\$662.00	
Inspection Fee	\$75.00 Applicable: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Lessee (Transfer To)		
Name(s)	MARK WHITE	
Address	2410 ROBINWOOD PL SHAWNEE, OK 74801	
Phone	405-630-5000	
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)		
Address		
Phone		
Inspection Information		
Inspection Required	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
DEQ Report on File	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Type of Septic System	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Aerobic	
Last Inspected/Pumped	4/30/2012	
Misc. Comments		
	Total Charges Paid: \$662.00	

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# 009555**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of June 5, 2015 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

MARK WHITE
of 2410 ROBINWOOD PL SHAWNEE OK 74801-0503 ,

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:

**17100 MAGNINO RD
LOT 4 MAGNINO A 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



PARTY OF THE SECOND PART

ATTEST:

CITY CLERK

PARTY OF THE SECOND PART

Regular Board of Commissioners

1. d.

Meeting Date: 10/19/2015

Req Solicit Bids EM

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Authorize staff to solicit proposals for the following:

- (1) Snow and Ice removal assistance from city streets;
 - (2) Debris removal assistance; and
 - (3) Debris removal monitoring.
-

Attachments

Solicit Bids Memo

City of Shawnee Memorandum

To: Honorable Mayor and City Commissioners
Through: Justin Erickson, City Manager
From: Donald D. Lynch, Emergency Management Director
Date: October 14, 2015
Re: RFP for Snow and Ice Removal Assistance, Debris Removal, and Debris Monitoring



NATURE OF THE REQUEST:

I am writing to request permission for staff to solicit services from potential vendors to assist City crews with snow and ice removal from City streets and for debris removal and debris monitoring.

STAFF ANALYSIS/ CONSIDERATIONS:

Historically, the City has sought proposals for assistance for the Street Department in removing snow and ice as directed by the Street Superintendent. This service augments the crews and equipment on staff to provide for safe and more effective operations during heavy snowfall events. Last year we added provisions for stand-by time to help ensure we had outside crews ready to deploy should the need arise.

Also, the City has historically solicited proposals for assistance with debris removal and monitoring following major storms in which disaster declarations were given or that were of such significant scope and magnitude that public safety considerations provided for the need to remove debris from the public rights-of-way along City streets and roads. A Pilot Program from the Federal Emergency Management Agency now provides an additional incentive for debris removal if an approved Debris Management Plan is in place and service contracts have already been adopted so that the debris may be removed in a more expeditious manner than in previous disasters.

We have an adopted/approved Debris Management Plan for the City.

BUDGET CONSIDERATIONS:

Funding for these operations would come from the City Manager's Emergency spending authority under a declared emergency with ratification by the City Commission at their next meeting.

STAFF RECOMMENDATION:

Staff recommends approval of this request because it allows us to be prepared to more effectively handle these situations should the need arise.

Thank you for your favorable attention to this request.

Regular Board of Commissioners

1. e.

Meeting Date: 10/19/2015

Mayors Appts

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Mayor's Appointments:

Shawnee Public Library Board

Robert Currie – 1st Full Term Expires 06/30/2017

Re-appointment

Regular Board of Commissioners

1. f.

Meeting Date: 10/19/2015

2016 Holiday Schedule

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge City of Shawnee Holiday Schedule for 2016.

Attachments

2016 Holiday Schedule



City of Shawnee

Human Resources Department

Tamera Johnson

HR Director

16 West 9th Street

Shawnee, OK 74801

Office (405) 878-1626 *Fax (405) 878-1734

Email: TJohnson@Shawneeok.org

To: All Non-Union City of Shawnee Employees

From: Tamera Johnson, HR Director

Date: October 14, 2015

RECOMMENDED HOLIDAY SCHEDULE FOR 2016

Tamera Johnson
HR Director

January 1, 2016

Friday

New Year's Day

Terry Cook
Mgr. Safety and Risk
Management

January 18, 2016

Monday

Martin Luther King, Jr. Day

February 15, 2016

Monday

Presidents' Day

Jennifer Dawson
HR Assistant

May 30, 2016

Monday

Memorial Day

July 4, 2016

Monday

Independence Day

September 5, 2016

Monday

Labor Day

November 11, 2016

Friday

Veteran's Day

November 24, 2016

Thursday

Thanksgiving Day

November 25, 2016

Friday

Day after Thanksgiving

December 23, 2016

Friday

Christmas Eve (observed)

December 26, 2016

Monday

Christmas Day (observed)

Approved:

City Manager

Regular Board of Commissioners

1. g.

Meeting Date: 10/19/2015

Splash Project Change Order

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Approve Change Order No. 1 for Shawnee Splash Project.

Attachments

Splash Memo

Splash Change Order

Mayor
WES MAINORD



The City of Shawnee
Office of the Director of Operations

P.O. Box 1448
Shawnee, Oklahoma 74802-1448
(405) 878-1529 Fax (405) 878-1593
www.ShawneeOK.org

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

Date: October 14, 2015

To: Mayor and City Commissioners

From: James Bryce, Director of Operations

RE: Shawnee Splash construction contract change order

Nature of the Request:

Review for approval the change order submitted by BRANCO for changes or additions to work on the new Shawnee Splash Water Park.

Staff Analysis, Considerations:

Through the course of construction on the pool, items were found that were missed during the design that had to be added. In the grand scope of the project the costs associated with these changes were small and bringing each change into a commission meeting for approval would have delayed some of the construction so staff opted to wait till end of the project to submit a change order. Along with the additions there were some deducts that helped offset the cost. A list is provided along with the cost/deduct.

Recommendation:

It is staff's recommendation that the change order be approved.

Budget Consideration:

Contract price awarded \$3,670,000.00

Change order amount \$ 13,602.00

New amount for project \$3,683,602.00

CHANGE ORDER

No. 01

DATE OF ISSUANCE September 18, 2015

EFFECTIVE DATE Upon final signature

OWNER City of Shawnee, Oklahoma

CONTRACTOR Branco Enterprises

Contract: _____

Project: Woodland Park Aquatic Center

OWNER's Contract No. _____

ENGINEER's Contract No. 13-504

ENGINEER Water's Edge Aquatic Design

You are directed to make the following changes in the Contract Documents:

Description:

a.	Add floor drains and piping in bathhouse (3 in Central Entry Hall 100, 2 in Training Room 103).....	\$2,239.00
b.	Reroute diving pool recirc pipe through surge pit and provide check valve.....	\$1,473.00
c.	Change Leaper niches from SS to fiberglass, and omit strainers.....	(\$2,500.00)
d.	Change deck receptacles from 50A to 20A.....	(\$1,400.00)
e.	Concrete fill for basement floor.....	\$1,000.00
f.	SW retaining wall, swale, and curb.....	\$2,419.00
g.	Area drain in East grass area.....	\$965.00
h.	Fence transition.....	\$3,350.00
i.	Masonry step at filter area pump basket strainer and flow meter.....	\$756.00
j.	Omit filter area wall paint.....	(\$2,500.00)
k.	Repair existing diving pool floor.....	\$1,900.00
l.	Omit concessions area sink faucet.....	(\$200.00)
m.	Add more river rock.....	\$5,275.00
n.	Add panels to fence gates.....	\$825.00

Reason for Change Order:

- a. Drains were not provided on original construction documents, and are required to drain water on floor
- b. Diving pool water level is higher than lap pool water level (recirc systems are combined) and check valve will keep diving pool water level from draining down to lap pool water level when recirc pump is off
- c. Below grade niches can be fiberglass, and strainers are not necessary for City water supply
- d. 50A receptacles are not necessary for pool vacuum or other equipment
- e. Void was discovered under filter area floor
- f. Existing site would not drain, and retaining wall was necessary to save existing tree
- g. Grass area would not drain without area drain
- h. Vertical fence transition necessary at elevated diving pool deck
- i. Lap/diving pool recirc pump basket strainer and flow meter easier to access with step
- j. Filter area did not need newly painted walls
- k. Existing pool floor concrete was discovered to need repair
- l. Single faucet can reach and fill all 3 compartments of sink...2nd faucet not necessary
- m. River rock provided was not large or colorful enough...larger, more colorful rounded river rock provided
- n. Panels needed at gate exit hardware to prevent unauthorized entry

Attachments: (List documents supporting change)

- 1. Summary of all change order items

NOT USED

CHANGE IN CONTRACT PRICE:
Original Contract Price \$3,670,000.00
Net Increase (Decrease) from previous Change Orders No 0 to 0: \$ 0.00
Contract Price prior to this Change Order: \$ 3,670,000.00
Net increase (decrease) of this Change Order: \$13,602.00
Contract Price with all approved Change Orders: \$ 3,683,602.00

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: xxx Ready for final payment: xxx (days or dates)
Net change from previous Change Orders No. xx to xx: Substantial Completion: xxx Ready for final payment: xxx (days)
Contract Times prior to this Change Order: Substantial Completion: xxx Ready for final payment: xxx (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: xxx Ready for final payment: xxx (days)
Contract Times with all approved Change Orders: Substantial Completion: xxx Ready for final payment: xxx (days or dates)

RECOMMENDED:

By: [Signature]
ENGINEER (Authorized Signature)

Date: September 18, 2015

ACCEPTED:

By: [Signature]
CONTRACTOR (Authorized Signature)

Date: 10/5/15

APPROVED:

By: _____
OWNER (Authorized Signature)

Date: _____

EJCDC 1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

CHANGE ORDER

INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.



REQUEST FOR PROPOSAL LOG

Project: Woodland Park Pool Improvements WEAD Project No.: 13-504

Owner: City of Shawnee, OK Contractor: Branco

				Original Contract Price \$3,670,000.00			
R.F.P. NO.	DATE ISSUED	BRIEF DESCRIPTION OF REQUEST	DATE OF RESPONSE	AMOUNT	STATUS (ACCEPTED) (REJECTED)	C.O. NO.	
1a		ADD - Floor drains in bathhouse (Field Order #6)		\$2,239.00			
1b		ADD - Reroute recirc piping (Field Order #8)		\$1,473.00			
1c		DEDUCT - Crystal Fountains - (4) Leaper niches / (2) strainers (Email 02-17-15)		(\$2,500.00)			
1d		DEDUCT - deck receptacles (RFI #19)		(\$1,400.00)			
1e		ADD - Concrete fill for basement filter area floor (Email 02-19-15)		\$1,000.00			
1f		ADD - SW retaining wall, swale, curb (Field Order #16)		\$2,419.00			
1g		ADD - East grass area drain (Field Order #17)		\$965.00			
1h		ADD - SE fence transition (Field Order #18)		\$3,350.00			
1i		ADD - Filter area masonry step at pump basket strainer / flowmeter (Field Order #19)		\$756.00			
1j		DEDUCT - filter area paint (Email 05-26-15)		(\$2,500.00)			
1k		ADD - Diving pool floor repair (Email 05-28-15)		\$1,900.00			
1l		DEDUCT - concessions sink faucet (Email 06-17-15)		(\$200.00)			
1m		ADD - river rock (Email 06-30-15)		\$5,275.00			
1n		ADD - fence panels (Email 08-20-15)		\$825.00			
TOTAL				\$13,602.00		1	

Current Contract Price \$3,683,602.00

Change Order

1a

Floor drains in bathhouse

BRANCO ENTERPRISES
Woodland Park Pool

BEI Project #5650 CI#01
 Description : Revise Bathhouse drains per Work Order #6

Shawnee, OK

COST SUMMARY

Date: September 17, 2014

Description	Quantity	Unit	LABOR		MATERIAL		EQUIPMENT		SUBCONTRACT		TOTAL
			Unit price	Total	Unit price	Total	Unit price	Total	Unit price	Total	
Add floor drains	1	LS	0.00	0	0.00	0	0.00	0	2111.00	2,111.00	2,111
	0	EA	0.00	0	0.00	0	0.00	0	0.00	0	0
		CY	0.00	0	0.00	0	0.00	0	0.00	0	0
		CY	0.00	0	0.00	0	0.00	0		0	0
		CY	0.00	0	0.00	0	0.00	0		0	0
		CY	0.00	0	0.00	0	0.00	0		0	0
		SF	0.00	0	0.00	0	0.00	0		0	0
		CY	0.00	0	0.00	0	0.00	0		0	0
		EA	0.00	0	0.00	0		0		0	0
		LS		0	0.00	0	0.00	0	0.00	0	0
				0		0		0		0	0
SUBTOTALS				\$0		\$0		\$0		\$2,111.00	\$2,111.00

Taxes	\$0
Subtotal (LME taxes)	\$0
10% Overhead	0
SUBTOTAL	0
Subcontract	2,111
SUBTOTAL	2,111
5% PROFIT	106
SUBTOTAL	2,217
Bond	22
Total Price:	\$2,239

Richland Mechanical

9/17/14

Branco

Attn: Craig Driskel

Shawnee Pool

F.O.# 06 Floor Drain Add

Materials = 692.00

10% O&P = 69.00

Labor 18 MH

X 75.00 HR = 1,350.00

Total ADD = 2,111.00

Mark Rich

1109 Byers Joplin Mo. Phone 417 782 0103 Fax 417 782 3952

Email: mrich@richlandmechanical.com

Project: Woodland Park Pool Improvements Field Order Number: 06
Shawnee, Oklahoma From: Jeff Bartley
 To: Craig Driskel Date: 09-10-14
Branco Enterprises WEAD Project No: 13-504
 Re: Floor Drains- Below Grade Plumbing Contract For: _____

You are hereby directed to execute promptly this Field Order which interprets the Contract Documents or orders minor changes in the Work without change in Contract Sum or Contract Time.

If you consider that a change in Contract Sum or Contract Time is required, submit a Change Order Request to the Engineer immediately and prior to proceeding with this Work.

Specification Section:	Paragraph:	Drawing Reference:	Detail:
------------------------	------------	--------------------	---------

Description of Interpretation or Change:

SHEET A101

See the attached exhibit showing revisions to Drawing A101- showing the jointing pattern for the central hallway and the addition of floor drains.

SHEET SP-M2

Details 1 & 2.

See revised Drawing of SP-PM2 – showing the addition of floor drains in Room 103, and in the central hallway.

Plan Note 2: Richland Mechanical and Branco asked if the existing 4” sanitary line to the manhole could be cleaned and utilized in lieu of removing and replacing. Jeff Bartley, Water’s Edge, reviewed the pipe and determined that it could remain in place and be utilized, if cleaned out.

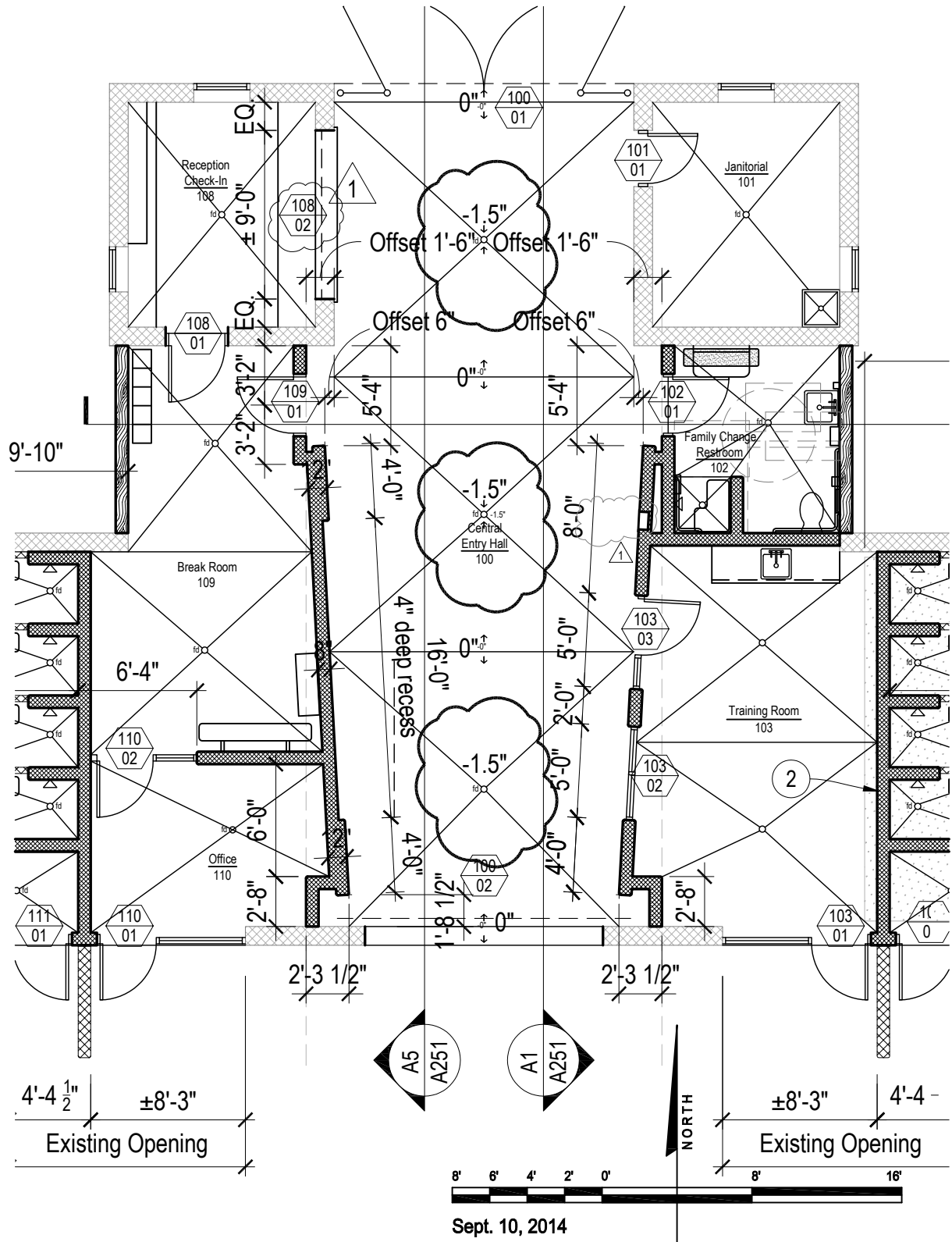
Plan Note 6: Note is to read “4” sanitary down to basement or to below grade- depending upon location”.

Attachments

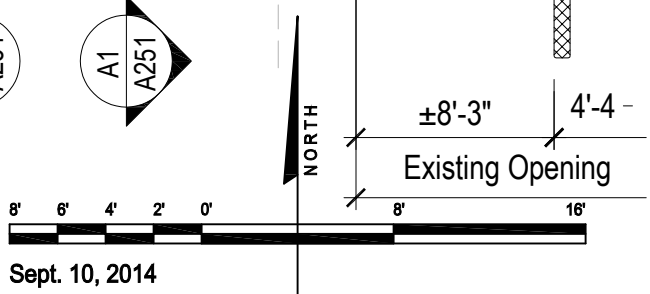
Issued by: Jeff Bartley

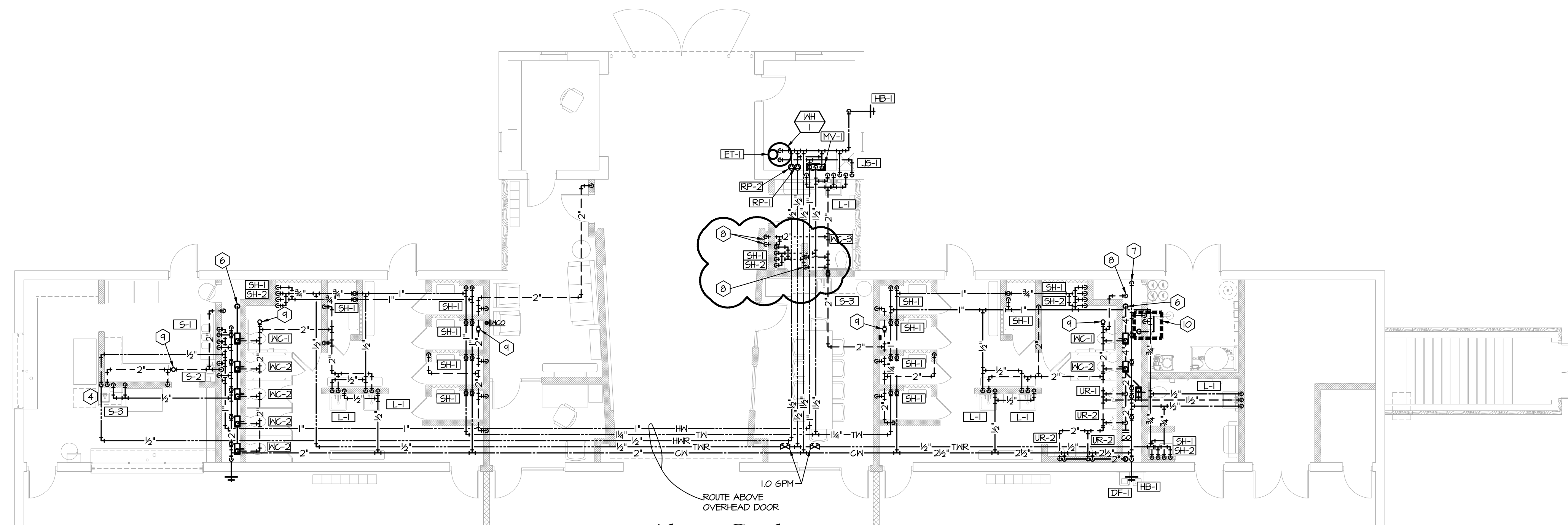
Date: 09-10-14

Copies: Owner Consultants Branco _____ _____ _____ File

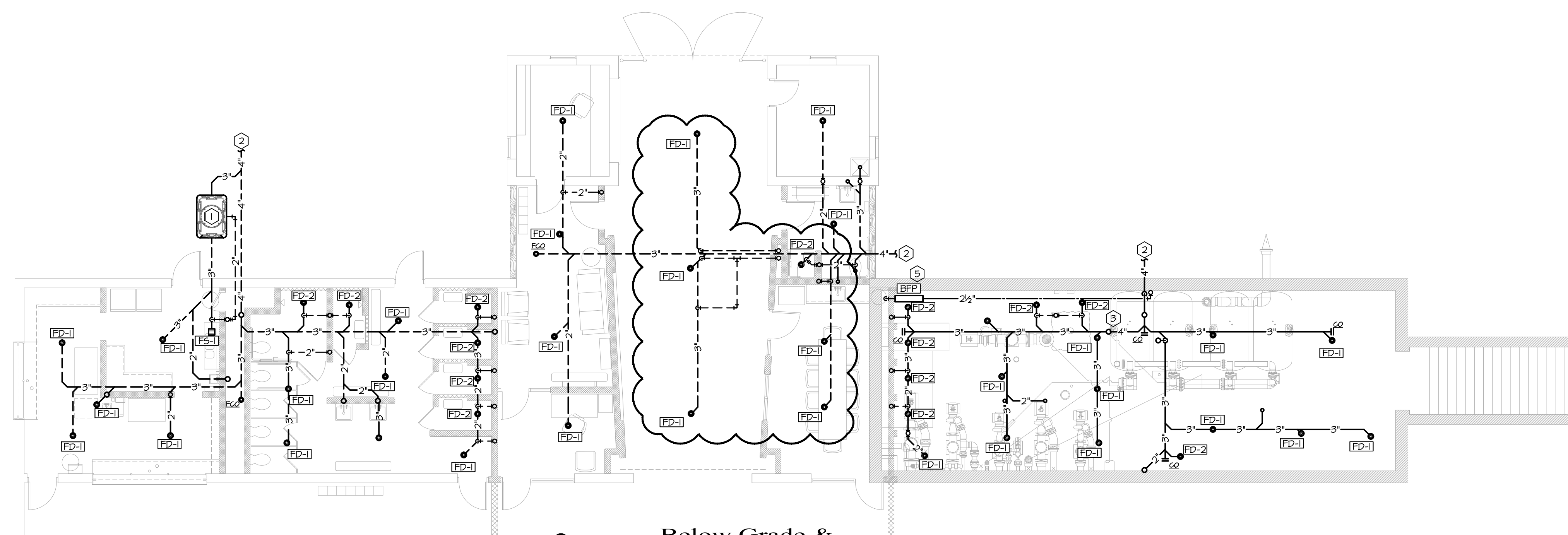


Revisions to Drawing A101
Exhibit- Field Order 6





1 Above Grade Plumbing Plan
Scale: 1/8" = 1'-0"



2 Below Grade & Basement Plumbing Plan
Scale: 1/8" = 1'-0"

GENERAL NOTES:

- A. THESE DRAWINGS ARE DIAGRAMMATIC AND INDICATE THE GENERAL EXTENT OF THE WORK. PROVIDE PLUMBING SYSTEMS COMPLETE AND PER APPLICABLE CODES INCLUDING ALL NECESSARY COMPONENTS AND OFFSETS WHICH ARE REQUIRED DUE TO SPACE CONSTRAINTS OR OTHER CONDITIONS.
- B. REFER TO THE ARCHITECTURAL PLANS FOR THE EXACT LOCATIONS OF PLUMBING FIXTURES WITH THE WORK OF ALL OTHER TRADES.
- C. COORDINATE THE INSTALLATION OF PLUMBING AND PIPING WITH THE WORK OF ALL OTHER TRADES.
- D. WHERE WALL MOUNTED FLUSH VALVE SENSORS ARE USED, THE PLUMBING CONTRACTOR SHALL COORDINATE THE LOCATION OF THE SENSORS WITH THE ELECTRICAL AND ARCHITECTURAL TRADES TO AVOID CONFLICTS WITH GRAB BARS OR ANY OTHER ACCESSORIES.
- E. PIPING SHALL NOT BE LOCATED OVER ELECTRICAL EQUIPMENT OR PANELS, PROVIDE THE CODE REQUIRED WORKING CLEARANCE AROUND ALL ELECTRICAL EQUIPMENT AND PANELS.
- F. THE CONTRACTOR SHALL NOT LOCATE PIPING BELOW DUCT MOUNTED AIR TERMINAL UNITS, TERMINAL HEATING COILS, OR OTHER EQUIPMENT.
- G. PROVIDE SUPPLEMENTARY STEEL AS REQUIRED FOR THE PROPER SUPPORT OF ALL PLUMBING SYSTEMS.
- H. COORDINATE THE SHUT DOWN OF ANY EXISTING SERVICES AND/OR EQUIPMENT WITH THE OWNER'S REPRESENTATIVE.
- I. PLUMBING VENT PIPING THROUGH THE ROOF SHALL BE LOCATED A MINIMUM OF 10'-0" AWAY FROM ANY FRESH AIR INTAKE LOCATION AND A MINIMUM OF 18" CLEAR FROM THE INSIDE FACE OF THE PARAPET.
- J. PROVIDE THE CODE REQUIRED CLEARANCE FOR ALL CLEANOUTS INSTALLED IN SANITARY WASTE AND VENT PIPING.
- K. SLOPE ALL DOMESTIC WATER PIPING TO LOW POINTS IN THE SYSTEM AND PROVIDE DRAINS TO ALLOW COMPLETE DRAINING FOR WINTER SHUT-DOWN. INSTALL AIR VALVE AT DISCHARGE OF BACKFLOW PREVENTER FOR SYSTEM BLOW-OUT. AT PROJECT CLOSE-OUT, PLUMBING CONTRACTOR SHALL PROVIDE INSTRUCTIONS TO OWNER FOR COMPLETE WINTERIZATION OF SYSTEM INCLUDING REMOVAL OF BACKFLOW PREVENTION ASSEMBLY AND MANUAL WATER REMOVAL FROM RISER TO BELOW FROST-LINE. THESE INSTRUCTIONS SHALL BE PROVIDED IN BOTH WRITTEN FORM, AND PERFORMED ON-SITE IN THE PRESENCE OF AN OWNER'S REPRESENTATIVE.
- L. PROVIDE A HORIZONTAL PIPING SLOPE FOR HORIZONTAL VENT, TEMPERED WATER AND RECIRCULATING LINES ABOVE SHOWERS. SEE PLUMBING FIXTURE SCHEDULE FOR ADDITIONAL INFORMATION.

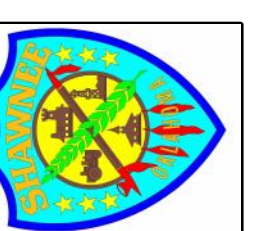
PLAN NOTES:

- 1. PROVIDE GREASE INTERCEPTOR, SCHIER PRODUCTS MODEL 68-15 OR EQUIVALENT, RATED FOR 75 GPM, 125 GALLONS AND 616 LBS OF GREASE CAPACITY.
- 2. 4" SANITARY LINE. SEE CIVIL PLAN FOR CONTINUATION.
- 3. PROVIDE A 6" FUNNEL DRAIN WITH 4" OUTLET TO RECEIVE SUMP DISCHARGE FROM PUMP PIT.
- 4. PROVIDE 3/4" COLD WATER TO ICE MACHINE, ALONG WITH BFP AS REQUIRED TO SERVE EQUIPMENT. COORDINATE FINAL EQUIPMENT LOCATION WITH OWNER PRIOR TO INSTALLATION.
- 5. CONNECT TO EXISTING DOMESTIC WATER SERVICE AND PROVIDE NEW BACKFLOW PREVENTER AT SERVICE ENTRANCE.
- 6. 4" SANITARY DOWN TO BASEMENT.
- 7. 2-1/2" DOMESTIC WATER UP FROM BASEMENT.
- 8. 2" VENT UP FROM BELOW.
- 9. 3" VENT THRU ROOF.
- 10. PROVIDE 1" COLD AND TEMPERED WATER SUPPLY LINES TO EMERGENCY SHOWER/EYE-WASH MIXING VALVE. PROVIDE ALL SUPPLY AND SANITARY CONNECTIONS TO EMERGENCY FIXTURE FOR A COMPLETE AND CODE COMPLIANT INSTALLATION. EMERGENCY FIXTURES IS SPECIFIED IN THE POOL SPECIFICATIONS. PROVIDE 1-1/2" SANITARY LINE FROM EMERGENCY FIXTURE TO SANITARY LINE BELOW.

9.10.14 REVISIONS - FLOOR DRAINS



SHAWNEE, OKLAHOMA
Woodland Park
Pool Improvements



Date: 03-03-14 Job #: 13-504
Drawn: MST Checked: CJS
Issue: CONSTRUCTION DOCUMENTS

PLUMBING
PLANS

SP-M2
Water's Edge Aquatic Design
© 2014

Change Order

1b

Reroute recirc piping

BRANCO ENTERPRISES
Woodland Park Pool

BEI Project #5650 CI#02
 Description : Revise pool piping per Field Order #8

Shawnee, OK

COST SUMMARY

Date: October 20, 2014

Description	Quantity	Unit	LABOR		MATERIAL		EQUIPMENT		SUBCONTRACT		TOTAL
			Unit price	Total	Unit price	Total	Unit price	Total	Unit price	Total	
Check valve	1	EA	200.00	200	223.00	223	0.00	0	0.00	0.00	423
8" fittings	2	EA	40.00	80	80.00	160	0.00	0		0	240
Wall penetrations	2	EA	100.00	200	200.00	400	0.00	0		0	600
		CY	0.00	0	0.00	0		0		0	0
		SF	0.00	0	0.00	0	0.00	0		0	0
		CY	0.00	0	0.00	0	0.00	0		0	0
		EA	0.00	0	0.00	0		0		0	0
		LS		0	0.00	0	0.00	0	0.00	0	0
				0		0		0		0	0
SUBTOTALS				\$480		\$783		\$0		\$0.00	\$1,263.00

Taxes	\$0
Subtotal (LME taxes)	\$1,263
10% Overhead	126
SUBTOTAL	1,389
Subcontract	0
SUBTOTAL	1,389
5% PROFIT	69
SUBTOTAL	1,459
Bond	15
Total Price:	\$1,473

Project: Woodland Park Pool Improvements Field Order Number: 08
Shawnee, Oklahoma From: Steve Shank
 To: Craig Driskel Date: 10-02-14
Branco Enterprises WEAD Project No: 13-504
 Re: Modify diving area recirc piping Contract For: _____

You are hereby directed to execute promptly this Field Order which interprets the Contract Documents or orders minor changes in the Work without change in Contract Sum or Contract Time.

If you consider that a change in Contract Sum or Contract Time is required, submit a Change Order Request to the Engineer immediately and prior to proceeding with this Work.

Specification Section:	Paragraph:	Drawing Reference:	Detail:
_____	_____	_____	_____

Description of Interpretation or Change:

SHEET SP-PM1.07

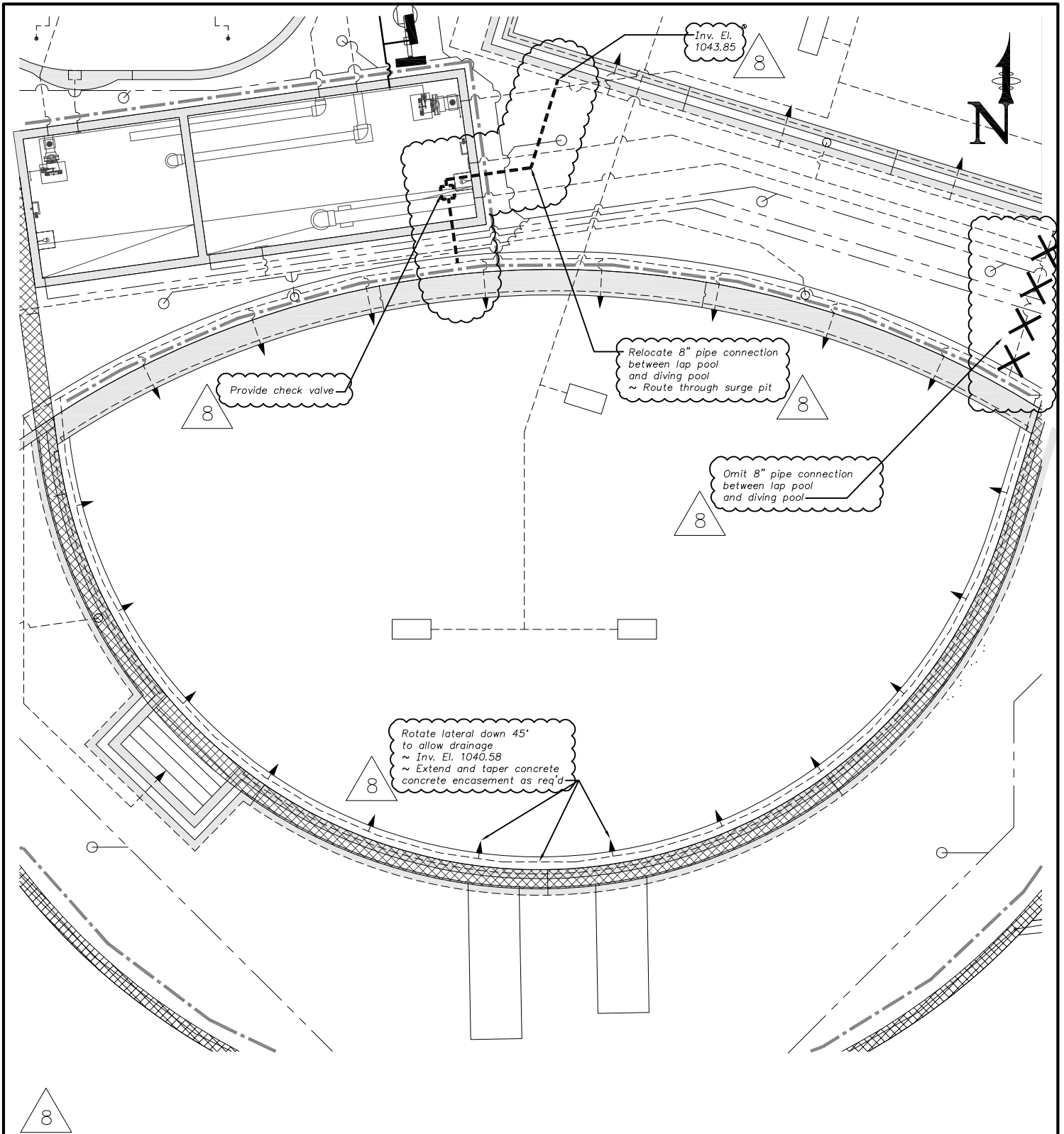
Relocate the recirc pipe connection between lap pool and diving pool to be routed through the surge pit, and provide check valve.

Attachments

Issued by: Steve Shank

Date: 10-02-14

Copies: Owner Consultants Branco _____ _____ _____ File



Field Order #8 (10-02-14) ~ References Sheet SP-PM.01
 Description of modification: Modify diving pool recirc piping

Date: 10-02-14	Job #: 13-504
Drawn: SRS	Checked: JAB
Issue: FIELD ORDER #8	

**POOL
 MECHANICAL
 PLAN**

SP-PM1.07

Water's Edge Aquatic Design
 © 2014



11205 W. 79th St.
 Lenexa, KS 66214

t. 913.438.4338
 www.WeDesignPools.com

SHAWNEE, OKLAHOMA
Woodland Park
Pool Improvements

Change Order

1c

Crystal Fountains

Steve Shank

From: Steve Shank
Sent: Tuesday, February 17, 2015 1:32 PM
To: 'Craig Driskel'; Jeff Bartley
Subject: RE: Shawnee Woodland Park Pool - Crystal Fountains
Attachments: Re: Shawnee Woodland Park Pool - strainers

Craig,

The credit should be \$2,500.

See attached email...

Steve Shank

project design
sshank@wedesignpools.com



www.wedesignpools.com
tel: 913.438.4338

11205 W 79th St.
Lenexa, KS 66214



From: Craig Driskel [<mailto:CDRISKEL@branco.com>]
Sent: Tuesday, February 17, 2015 9:53 AM
To: Steve Shank; Jeff Bartley
Subject: FW: Shawnee Woodland Park Pool - Crystal Fountains

(forgotten e-mail)

See the following for the credit on the revision of the Crystal Fountain equipment. Branco proposes to pass this credit along to the Owner.

From: David LHeureux [<mailto:dlheureux@crystalfountains.com>]
Sent: Friday, December 05, 2014 4:02 PM
To: Craig Driskel
Subject: Re: Shawnee Woodland Park Pool - Crystal Fountains

Hi Craig,

i have enclosed your revised quote for shawnee . It includes the removal of the afi200 and the credit of \$2000.00 for the niche.

On 5 December 2014 at 11:28, Craig Driskel <CDRISKEL@branco.com> wrote:

| OK. Will watch for the information.

From: Steve Shank [mailto:SShank@wedesignpools.com]
Sent: Friday, December 05, 2014 8:09 AM
To: Craig Driskel; David LHeureux
Cc: Jeff Bartley
Subject: Shawnee Woodland Park Pool - Crystal Fountains

Craig,

Specification Section 13169, Part 2.02, B-3 indicates a S.S. niche and recessed lid for the (4) Electric Leapers.

Crystal Fountains will be offering a deduct for a plastic niche, still with the S.S. recessed lid.

They will also be offering a deduct for the (2) AFI200 discharge filters that are not required for the spray ground water supply.

These were included in the shop drawing 13169-02, and I noted that they are not needed since the water supply is city water.

Once you receive the cost deduct from Crystal Fountains, can you please provide a proposal to credit these amounts to the Owner ?

Thanks.

Dave,

Please provide your Electric Leaper cut-sheet and credit amounts to Branco.

Thanks.

Steve Shank

project design

sshank@wedesignpools.com

Steve Shank

From: David LHeureux [dlheureux@crystalfountains.com]
Sent: Friday, December 12, 2014 11:15 AM
To: Steve Shank
Subject: Re: Shawnee Woodland Park Pool - strainers

we have already forwarded it to branco

On Fri, Dec 12, 2014 at 12:12 PM, Steve Shank <SShank@wedesignpools.com> wrote:

Thanks...please forward to Branco.

Steve Shank

project design

sshank@wedesignpools.com



www.wedesignpools.com

tel: [913.438.4338](tel:913.438.4338)

11205 W 79th St.

Lenexa, KS 66214



From: David LHeureux [mailto:dlheureux@crystalfountains.com]
Sent: Friday, December 12, 2014 11:09 AM

To: Steve Shank

Subject: Re: Shawnee Woodland Park Pool - strainers

yes

On Fri, Dec 12, 2014 at 12:06 PM, Steve Shank <SShank@wedesignpools.com> wrote:

So the total deduct is ??

(4) Leapers \$2,000

(2) strainers \$500

TOTAL \$2,500

Is that correct ?

Steve Shank

project design

sshank@wedesignpools.com



www.wedesignpools.com

tel: [913.438.4338](tel:913.438.4338)

11205 W 79th St.

Lenexa, KS 66214



From: David LHeureux [mailto:dlheureux@crystalfountains.com]
Sent: Friday, December 12, 2014 11:03 AM
To: Steve Shank
Subject: shawnee strainers

Hi Steve ,

The AFI-200 strainers cost us \$210.00 each and we put a 20% mark up on the units when we sell them.

That is how we came up with the \$500.00 credit to the client.

dave

--

David L'Heureux
Director of Business Development



www.crystalfountains.com

60 Snow Blvd. | Toronto, ON, Canada | L4K 4B3
T [+1 905.660.6674 x2331](tel:+1905.660.6674) | F [+1 905.660.6916](tel:+1905.660.6916) | C [+1 416.428.7675](tel:+1416.428.7675)

Global Water Feature Manufacturer

Toronto | Dubai | Warsaw



Change Order

1d

Deck receptacles

Steve Shank

From: Craig Driskel [CDRISKEL@branco.com]
Sent: Tuesday, May 26, 2015 7:33 AM
To: Steve Shank; James Bryce; Jeff Bartley
Subject: FW: Shawnee Woodland Park Pool - change order summary

To follow up on costs associated with RFI #19, this will result with a deduct of \$1,400 for the project.



CRAIG DRISKEL | Project Manager
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1525 E REPUBLIC RD, STE A-125 • SPRINGFIELD, MO 65804
Main: 417.451.5250 | **Fax:** 417.451.2851 | **Direct:** 417.455.8150 | **Cell:** 417.456.2210
cdriskel@branco.com | www.branco.com

From: Craig Driskel
Sent: Tuesday, May 26, 2015 6:58 AM
To: 'Steve Shank'; James Bryce; Jeff Bartley
Subject: RE: Shawnee Woodland Park Pool - change order summary

I will check that. Thought I had passed along pricing but maybe it was a “thought I did (but didn’t)”.



CRAIG DRISKEL | Project Manager
BRANCO ENTERPRISES, INC.
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Main: 417.451.5250 | **Fax:** 417.451.2851 | **Direct:** 417.455.8150 | **Cell:** 417.456.2210
cdriskel@branco.com | www.branco.com

From: Steve Shank [<mailto:SShank@wedesignpools.com>]
Sent: Tuesday, May 26, 2015 6:38 AM
To: James Bryce; Craig Driskel; Jeff Bartley
Subject: RE: Shawnee Woodland Park Pool - change order summary

I forgot a couple items...
See revised PDF...

Related emails attached...
Craig...can you provide a cost for RFI #19 ?
Thanks.

Steve Shank
project design
sshank@wedesignpools.com



ELECTRICAL 019

Project: WOODLAND PARK POOL IMPROV
Job: 5650 WOODLAND PARK POOL IMPROV
Customer: 52413 CITY OF SHAWNEE, OK
Issued To: WATERS EDGE AQUATIC DESIGN
 11205 W. 79TH STREET
 LENEXA, KS 66214

POTENTIAL IMPACTS

Cost Impact: No
Schedule Impact: No

Attention: JEFF BARTLEY
Phone/Fax: 913 438-4338 / 913 438-1465

Coordination copies to:

Item: **Type:**
Reference: Dwg SP-E1 **Spec. Section:**
Attachments:

Description of Request

See the following questions regarding the exterior light poles & related items.

Sheet SP-E1 Note 8 calls for a power outlet panel to be mounted on some of the poles as indicated in the floodlight fixture schedule and shown on the electrical site plan. The Pool Floodlight Detail calls for mounting these on the receptacle back box on the respective poles.

I have attached cut sheets on the Square D ServicePac. Configuration 4C is the one that satisfies the requirements of note 8. Note 8 calls for a 20A 120 volt receptacle and a 30A 120 volt RV receptacle.

The power panels are not designed to be mounted on a back box. Typically, devices are mounted with 6-32 machine screws. I am concerned about the long term stability of mounting the power panels to the receptacle back boxes, particularly with that small of a fastener. I suppose that larger diameter holes could be specified on the poles or drilled and tapped in the field.

An alternative to the power panels would be to have two back boxes on the poles. This would give a cleaner look and be more stable. The downside would be that the circuit breakers would have to be located in the panel board in the electrical room.

Is there a need to have the 30A receptacle at each of the poles specified? Eliminating some of these would eliminate the need for the power panels or two back boxes.

Receptacles are not called for on pole 8. This looks like a good location to have a receptacle. Please review my comments. My goal is to provide the City with a good, practical long term installation.

Respond By: 11/21/14 **By:** CRAIG DRISKEL

-Provide a 20A duplex GFI receptacle in lieu of the Square-D ServicePacs originally specified. The 20A duplex receptacles on the poles shall have in-use and weatherproof enclosures.
 -Circuit breakers serving deck receptacles shall be 20A/1P in lieu of the 50A/1P breakers originally specified. The deck receptacle feeders shall be reduced. See following for feeder sizes (reference feeder tag in conductor schedule on Sheet SP-E1): Pole 1 L1-2 (B). Pole 2 L1-4 (C). Pole 3 L1-6 (D). Pole 4 L-8 (E). Pole 6 L1-10 (E). Pole 7 L1-12 (E). Pole 9 (D). Submit breakdown of credit back to owner for review.
 -H&B has no exception with a receptacle on Pole #8. Verify with owner whether a receptacle is desired. If it is desired, Circuit L1-12 may extended to Pole #8.
 Matt Turley, Hoss & Brown Eng., Inc., 913-362-9090, 12/9/14

Signed: _____ **Date:** _____

Proceed as Indicated: _____ **Date:** _____

Owner Authorized Representative

Change Order

1e

Filter area concrete infill

Steve Shank

From: Steve Shank
Sent: Monday, March 09, 2015 7:49 AM
To: 'Craig Driskel'
Subject: FW: Woodland Pool, basement
Attachments: dwg.pdf

Craig,

I understand that James is ok with the concrete fill for the basement floor.
You may proceed, if you have not already.
We will address this additional cost in a change order that will likely include the credit for the Crystal Fountains equipment and the credit for RFI #19.

Thanks.

Steve Shank
project design
sshank@wedesignpools.com



www.wedesignpools.com
tel: 913.438.4338

11205 W 79th St.
Lenexa, KS 66214



From: Craig Driskel [<mailto:CDRISKEL@branco.com>]
Sent: Thursday, February 19, 2015 1:46 PM
To: Steve Shank
Cc: Jeff Bartley
Subject: RE: Woodland Pool, basement

See the attached outlining the approximate area we have seen from the opening at the existing valve replacement area. The larger area is about 8" deep & appears to extend over to the existing floor drain area. **We are estimating concrete fill can be moved into these areas for cost increase to the project of \$1,000.00.**

Please advise if you have questions or comments.

From: Steve Shank [<mailto:SShank@wedesignpools.com>]
Sent: Tuesday, February 17, 2015 11:17 AM
To: Craig Driskel
Cc: Jeff Bartley
Subject: FW: Woodland Pool, basement

Craig,

Can you provide a sketch of where you believe the limits are of the voids, and a cost proposal ?

Thanks.

Steve Shank

project design

sshank@wedesignpools.com



www.wedesignpools.com

tel: 913.438.4338

11205 W 79th St.

Lenexa, KS 66214



From: Craig Driskel [<mailto:CDRISKEL@branco.com>]

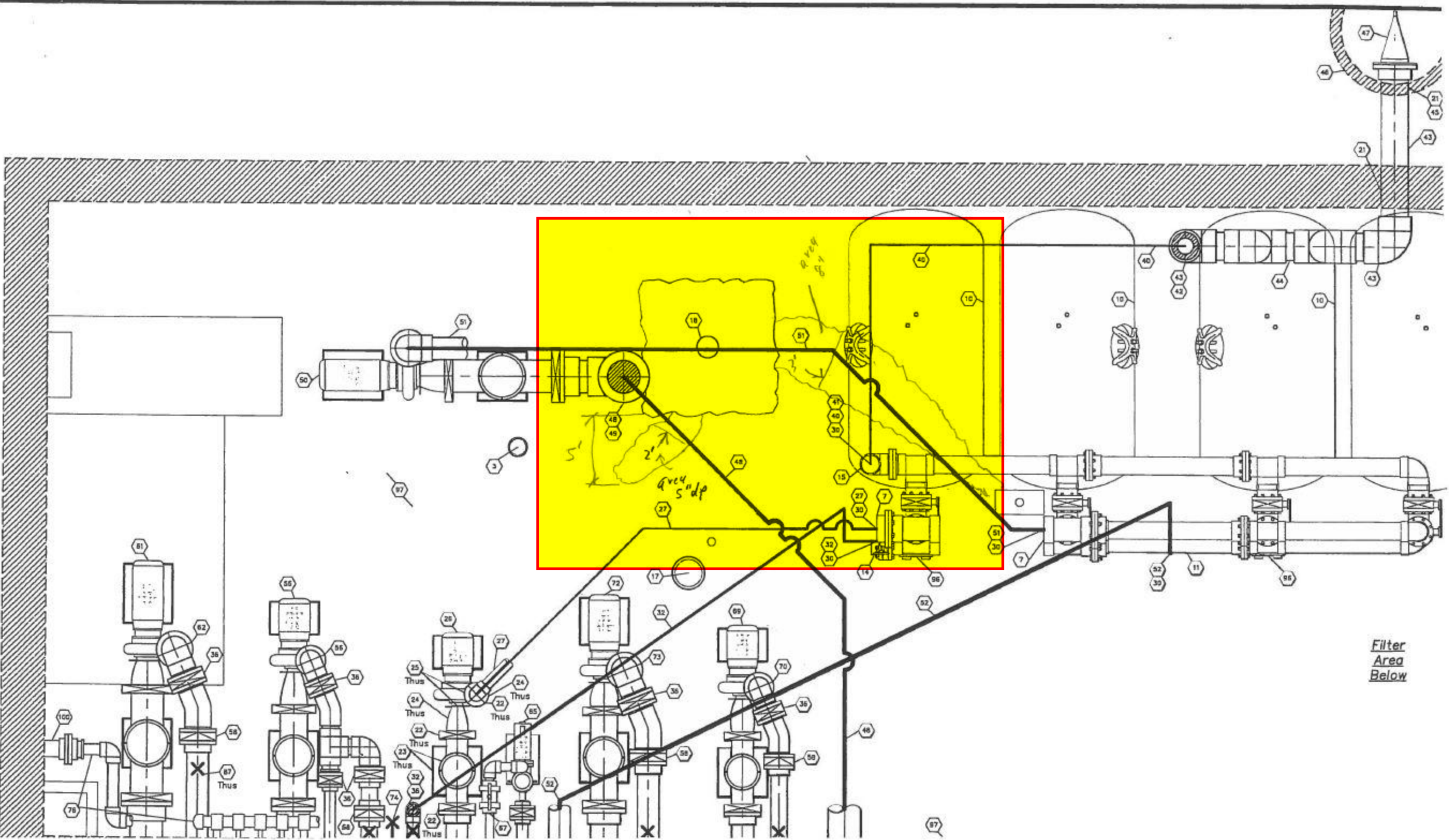
Sent: Friday, February 06, 2015 11:21 AM

To: Jeff Bartley; Steve Shank

Subject: Woodland Pool, basement

During our efforts to perform the work for Note 18 from Drawing SP-F1 (replace 12" valve), we have found several areas under the slab with the soil subgrade below the bottom of the slab. In other words, there are cavities under the slab. See the attached photos.

Do we need to address this? These cavities are very large (covering a large area) & are an average 3-5 inches below the slab. Let us know.



Filter
Area
Below

Change Order

1f

SW retaining wall

BRANCO ENTERPRISES
Woodland Park Pool

BEI Project #5650 CI#05
 Description : Add retaining wall & curb per Field Order #16

Shawnee, OK

COST SUMMARY

Date: April 9, 2015

Description	Quantity	Unit	LABOR		MATERIAL		EQUIPMENT		SUBCONTRACT		TOTAL
			Unit price	Total	Unit price	Total	Unit price	Total	Unit price	Total	
Curb concrete	0.5	CY	200.00	100	120.00	60	0.00	0	0.00	0.00	160
Edge forms	30.0	LF	2.50	75	0.50	15	0.00	0	0.00	0	90
Drill dowels	30.0	EA	5.00	150	0.00	0	2.00	60	0.00	0	210
Wall concrete	1.5	CY	0.00	0	120.00	180	0.00	0		0	180
Form wall	112.0	SF	3.75	420	0.50	56	0.00	0		0	476
Footing concrete	1.5	CY	150.00	225	120.00	180		0		0	405
Edge forms	56.0	LF	2.50	140	0.50	28	0.00	0		0	168
Rebar	271.0	LB	0.40	108	0.45	122	0.00	0		0	230
Pipe	28.0	LF	3.00	84	2.50	70		0		0	154
		LS		0	0.00	0	0.00	0	0.00	0	0
				0		0		0		0	0
SUBTOTALS				\$1,302		\$711		\$60		\$0.00	\$2,073.35

Taxes	\$0
Subtotal (LME taxes)	\$2,073
10% Overhead	207
SUBTOTAL	2,281
Subcontract	0
SUBTOTAL	2,281
5% PROFIT	114
SUBTOTAL	2,395
Bond	24
Total Price:	\$2,419

Project: Woodland Park Pool Improvements Field Order Number: 16
Shawnee, Oklahoma From: Steve Shank

To: Craig Driskel Date: 04-03-15
Branco Enterprises WEAD Project No: 13-504

Re: Retaining wall, curb, and swale Contract For: _____

You are hereby directed to execute promptly this Field Order which interprets the Contract Documents or orders minor changes in the Work without change in Contract Sum or Contract Time.

If you consider that a change in Contract Sum or Contract Time is required, submit a Change Order Request to the Engineer immediately and prior to proceeding with this Work.

Specification Section:	Paragraph:	Drawing Reference:	Detail:
------------------------	------------	--------------------	---------

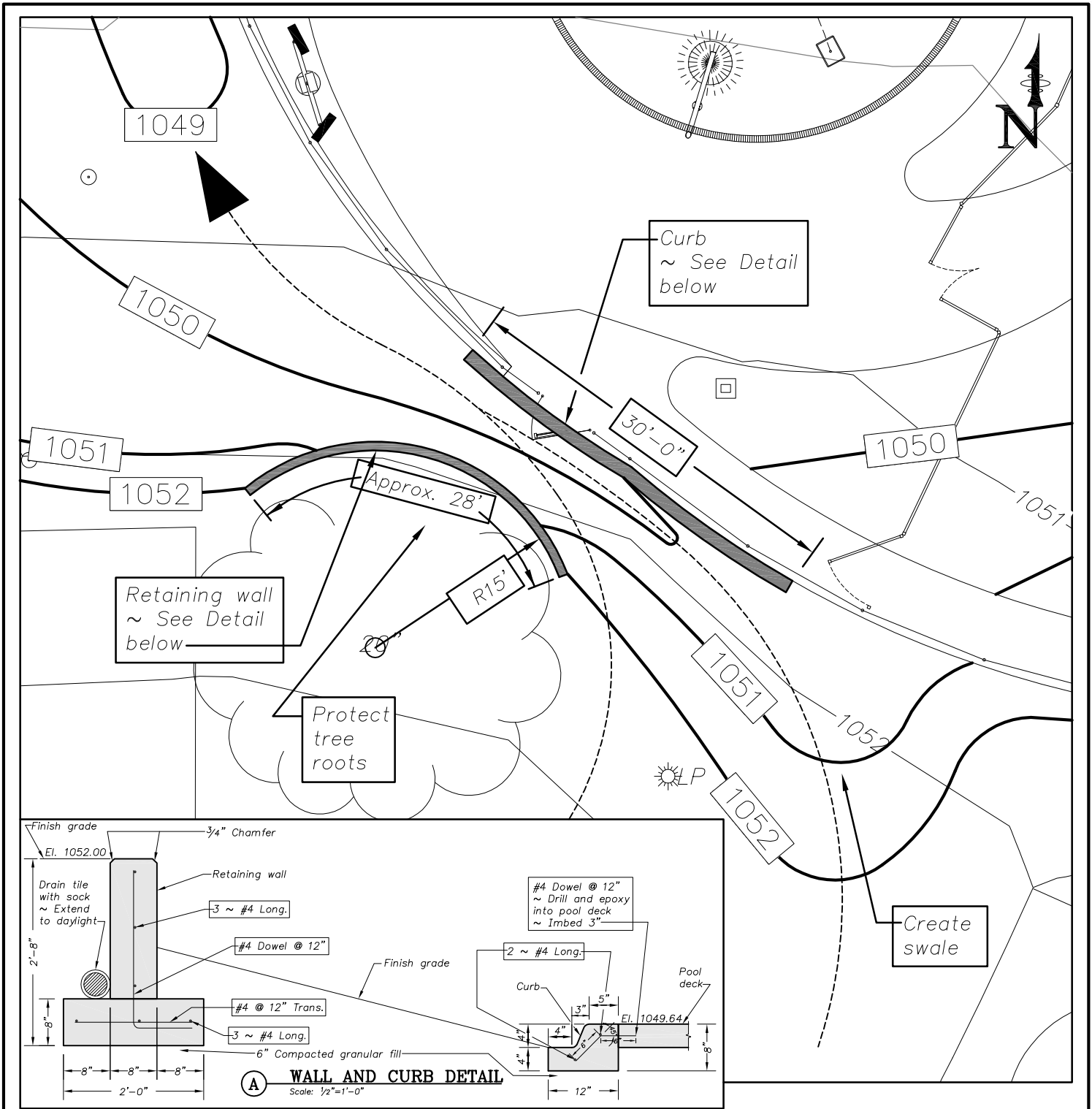
Description of Interpretation or Change:

SHEET SP-C1.09

See attached sketch for retaining wall, curb, and swale...

Attachments

Copies: Owner Consultants Branco _____ _____ _____ File



16

Field Order #16 (04-03-15) ~ References Sheet SP-C1
 Description of modification: Provide retaining wall, curb, and swale for drainage

Date: 04-03-15	Job #: 13-504
Drawn: SRS	Checked: JAB
Issue: FIELD ORDER #16	

waters edge
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SHAWNEE, OKLAHOMA

Woodland Park Pool Improvements

POOL SITE PLAN

SP-C1.09

Water's Edge Aquatic Design
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Change Order

1g

Grass area drain

BRANCO ENTERPRISES
Woodland Park Pool

BEI Project #5650 CI#06
 Description : Add drain & piping per Field Order #17

Shawnee, OK

COST SUMMARY

Date: April 13, 2015

Description	Quantity	Unit	LABOR		MATERIAL		EQUIPMENT		SUBCONTRACT		TOTAL
			Unit price	Total	Unit price	Total	Unit price	Total	Unit price	Total	
PVC pipe	30	LF	4.00	120	2.25	68	3.00	90	0.00	0.00	278
Area Drain	1	EA	100.00	100	275.00	275	0.00	0	0.00	0	375
Manhole Connection	1	EA	100.00	100	25.00	25	50.00	50	0.00	0	175
		CY	0.00	0	0.00	0	0.00	0		0	0
		CY	0.00	0	0.00	0	0.00	0		0	0
		CY	0.00	0	0.00	0		0		0	0
		SF	0.00	0	0.00	0	0.00	0		0	0
		CY	0.00	0	0.00	0	0.00	0		0	0
		EA	0.00	0	0.00	0		0		0	0
		LS		0	0.00	0	0.00	0	0.00	0	0
				0		0		0		0	0
SUBTOTALS				\$320		\$368		\$140		\$0.00	\$827.50

Taxes	\$0
Subtotal (LME taxes)	\$828
10% Overhead	83
SUBTOTAL	910
Subcontract	0
SUBTOTAL	910
5% PROFIT	46
SUBTOTAL	956
Bond	10
Total Price:	\$965

Project: Woodland Park Pool Improvements Field Order Number: 17
Shawnee, Oklahoma From: Steve Shank
To: Craig Driskel Date: 04-03-15
Branco Enterprises WEAD Project No: 13-504
Re: Grass area drain Contract For: _____

You are hereby directed to execute promptly this Field Order which interprets the Contract Documents or orders minor changes in the Work without change in Contract Sum or Contract Time.

If you consider that a change in Contract Sum or Contract Time is required, submit a Change Order Request to the Engineer immediately and prior to proceeding with this Work.

Specification Section:	Paragraph:	Drawing Reference:	Detail:
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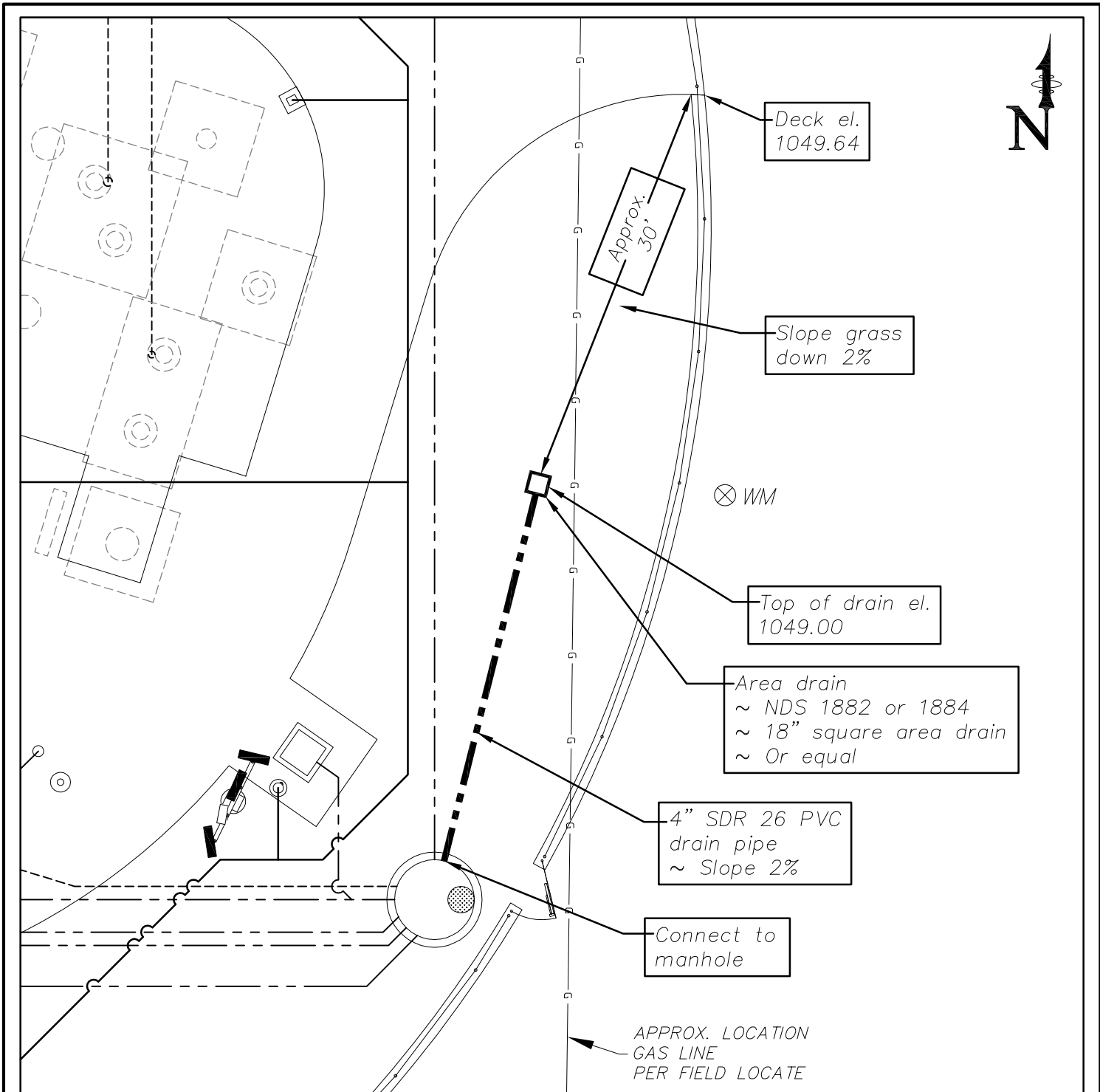
Description of Interpretation or Change:

SHEET SP-C1.10

See attached sketch for grass area drain...

Attachments

Copies: Owner Consultants Branco _____ _____ _____ File



17

Field Order #17 (04-03-15) ~ References Sheet SP-C1
Description of modification: Provide grass area drain

Date: 04-03-15	Job #: 13-504
Drawn: SRS	Checked: JAB
Issue: FIELD ORDER #17	

**POOL
SITE
PLAN**

SP-C1.10

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SHAWNEE, OKLAHOMA
Woodland Park
Pool Improvements

Change Order

1h

SE fence transition

Steve Shank

From: Craig Driskel [CDRISKEL@branco.com]
Sent: Thursday, April 09, 2015 4:35 PM
To: Steve Shank
Cc: James Bryce
Subject: RE: Shawnee Woodland Park Pool - field order #18

Regarding this fencing revision, we can make this change for an increase to the project of \$3,350. Also, it will take about two weeks to procure this material so we ask your response by 4/17/15.

Please advise if you have questions or comments.



CRAIG DRISKEL | Project Manager
BRANCO ENTERPRISES, INC.
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1525 E REPUBLIC RD, STE A-125 • SPRINGFIELD, MO 65804
Main: 417.451.5250 | Fax: 417.451.2851 | Direct: 417.455.8150 | Cell: 417.456.2210
cdriskel@branco.com | www.branco.com

From: Steve Shank [<mailto:SShank@wedesignpools.com>]
Sent: Friday, April 03, 2015 11:46 AM
To: Craig Driskel
Cc: James Bryce
Subject: Shawnee Woodland Park Pool - field order #18

Attached is Field Order #18...

Steve Shank
project design
sshank@wedesignpools.com

waters edge
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Project: Woodland Park Pool Improvements Field Order Number: 18
Shawnee, Oklahoma From: Steve Shank
To: Craig Driskel Date: 04-03-15
Branco Enterprises WEAD Project No: 13-504
Re: Fence transition Contract For: _____

You are hereby directed to execute promptly this Field Order which interprets the Contract Documents or orders minor changes in the Work without change in Contract Sum or Contract Time.

If you consider that a change in Contract Sum or Contract Time is required, submit a Change Order Request to the Engineer immediately and prior to proceeding with this Work.

Specification Section:	Paragraph:	Drawing Reference:	Detail:
------------------------	------------	--------------------	---------

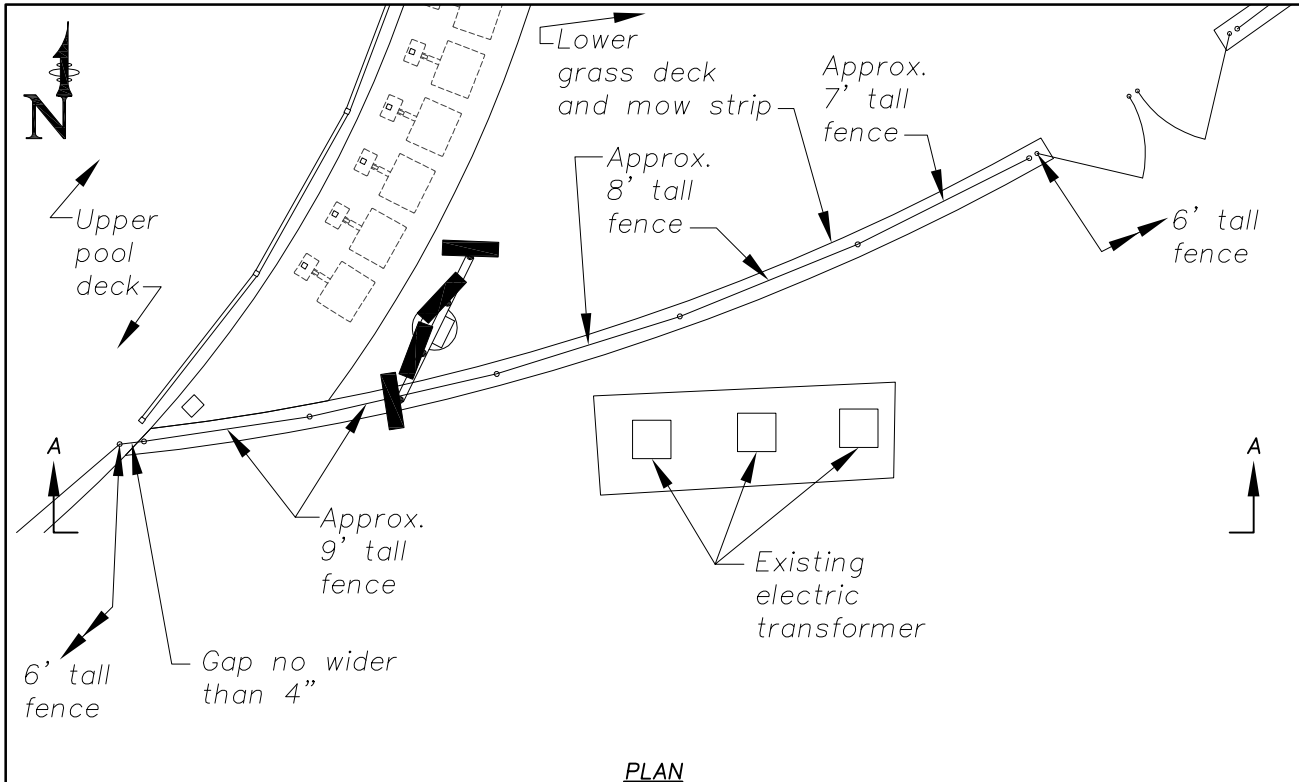
Description of Interpretation or Change:

SHEET SP-P1.11

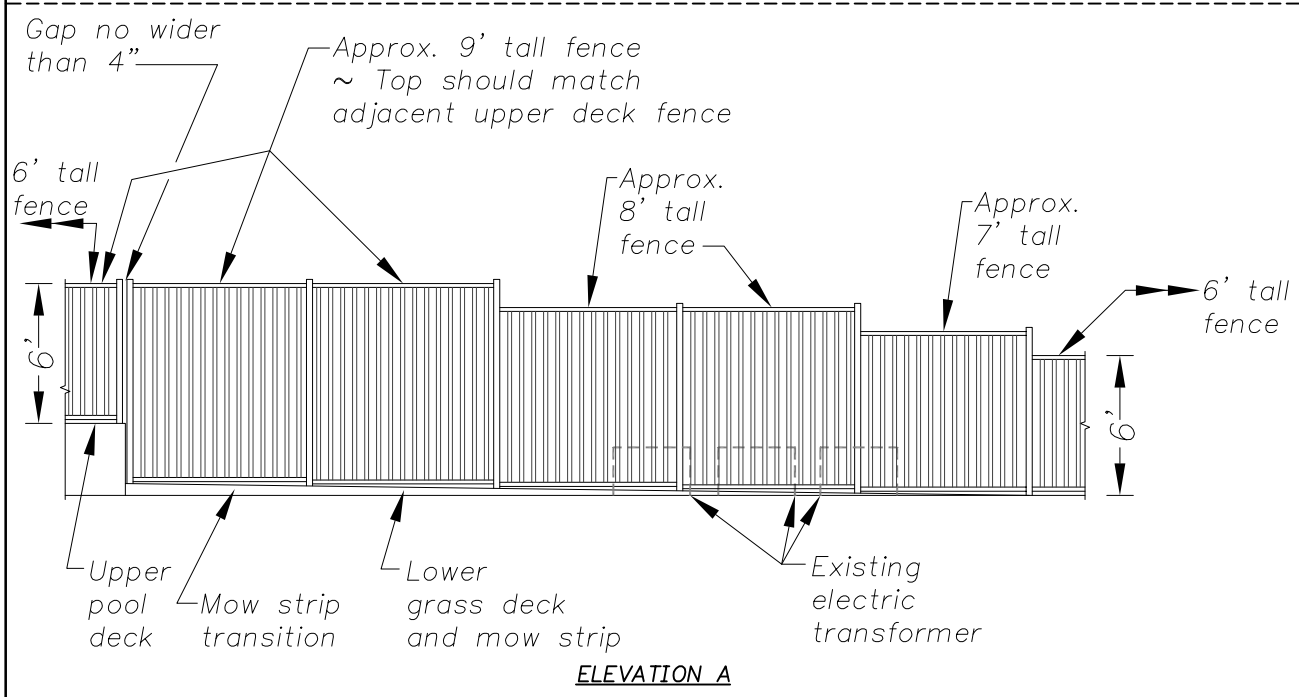
See attached sketch for fence transition...

Attachments

Copies: Owner Consultants Branco _____ _____ _____ File



PLAN



ELEVATION A

18

Field Order #18 (04-03-15) ~ References Sheet SP-P1
 Description of modification: Provide fence transition

Date: 04-03-15	Job #: 13-504
Drawn: SRS	Checked: JAB
Issue: FIELD ORDER #18	

POOL PLAN
SP-P1.11
Water's Edge Aquatic Design © 2014



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SHAWNEE, OKLAHOMA

Woodland Park Pool Improvements

Change Order

1i

Filter area step

BRANCO ENTERPRISES
Woodland Park Pool

BEI Project #5650 CI#07
 Description : Add step block in Filter Area per Field Order #19

Shawnee, OK

COST SUMMARY

Date: April 20, 2015

Description	Quantity	Unit	LABOR		MATERIAL		EQUIPMENT		SUBCONTRACT		TOTAL
			Unit price	Total	Unit price	Total	Unit price	Total	Unit price	Total	
Curb concrete	1.0	LS	250.00	250	50.00	50	0.00	0	0.00	0.00	300
Drill dowels	14.0	EA	5.00	70	0.00	0	2.00	28	0.00	0	98
Concrete blocks	13.0	EA	15.00	195	2.00	26	0.00	0		0	221
Rebar	28.0	LB	0.60	17	0.45	13	0.00	0		0	29
	0.0	LF	0.00	0	0.00	0		0		0	0
		LS		0	0.00	0	0.00	0	0.00	0	0
				0		0		0		0	0
SUBTOTALS				\$532		\$89		\$28		\$0.00	\$648.40
Taxes											\$0
Subtotal (LME taxes)											\$648
10% Overhead											65
SUBTOTAL											713
Subcontract											0
SUBTOTAL											713
5% PROFIT											36
SUBTOTAL											749
Bond											7
Total Price:											\$756

Project: Woodland Park Pool Improvements Field Order Number: 19
Shawnee, Oklahoma From: Steve Shank
 To: Craig Driskel Date: 04-10-15
Branco Enterprises WEAD Project No: 13-504
 Re: Filter area stepping blocks Contract For: _____

You are hereby directed to execute promptly this Field Order which interprets the Contract Documents or orders minor changes in the Work without change in Contract Sum or Contract Time.

If you consider that a change in Contract Sum or Contract Time is required, submit a Change Order Request to the Engineer immediately and prior to proceeding with this Work.

Specification Section:	Paragraph:	Drawing Reference:	Detail:
_____	_____	_____	_____

Description of Interpretation or Change:

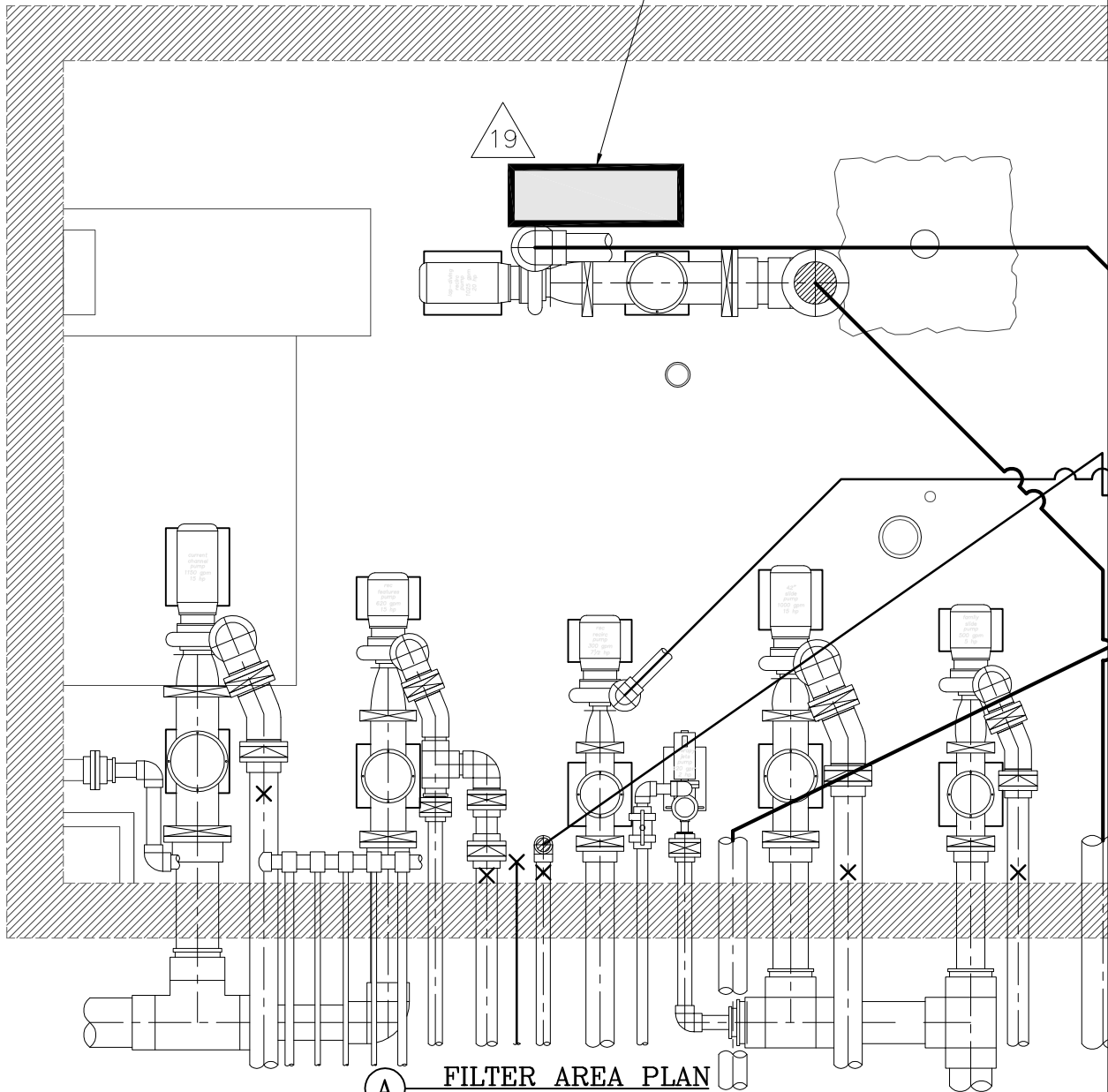
SHEET SP-F1.12

See attached sketch for filter area stepping block...

Attachments

Copies: Owner Consultants Branco _____ _____ _____ File

Provide 48"L x 16"W x 16"T concrete stepping block to access flowmeter and basket strainer
 ~ Provide #4 E.W. E.F.
 ~ Drill and epoxy into floor
 (Masonry block acceptable)



A **FILTER AREA PLAN**
 Scale: 1/4"=1'-0"

19

Field Order #19 (04-10-15) ~ References Sheet SP-F1
 Description of modification: Provide concrete stepping block

Date: 04-10-15	Job #: 13-504
Drawn: SRS	Checked: JAB
Issue: FIELD ORDER #19	

**FILTER
 AREA
 PLAN**

SP-F1.12

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SHAWNEE, OKLAHOMA
Woodland Park
Pool Improvements

Change Order

1j

Basement paint

Steve Shank

From: Craig Driskel [CDRISKEL@branco.com]
Sent: Tuesday, May 26, 2015 3:54 PM
To: Steve Shank
Subject: RE: Shawnee - basement paint

This was \$2,500.



CRAIG DRISKEL | Project Manager
BRANCO ENTERPRISES, INC.

12033 E HWY 86 • PO BOX 459 • NEOSHO, MO 64850

1525 E REPUBLIC RD, STE A-125 • SPRINGFIELD, MO 65804

Main: 417.451.5250 | Fax: 417.451.2851 | Direct: 417.455.8150 | Cell: 417.456.2210

cdriskel@branco.com | www.branco.com

From: Steve Shank [<mailto:SShank@wedesignpools.com>]
Sent: Tuesday, May 26, 2015 1:00 PM
To: Craig Driskel
Subject: Shawnee - basement paint

Craig,

Was there credit to not paint the basement ?

Steve Shank

project design

sshank@wedesignpools.com

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www.wedesignpools.com

tel: 913.438.4338

11205 W 79th St.
Lenexa, KS 66214



Change Order

1k

Diving pool floor

Steve Shank

From: Craig Driskel [CDRISKEL@branco.com]
Sent: Thursday, May 28, 2015 4:33 PM
To: Steve Shank
Cc: James Bryce; Jeff Bartley
Subject: RE: Shawnee Woodland Park Pool - change order summary

I will send you something tomorrow on the concessions revisions.

Another item to add to the list is the repair of the concrete in the bottom of the Diving Pool on the existing concrete of the old pool. There were some fairly large areas with exposed aggregate. This repair was done for the cost of \$1,900.



CRAIG DRISKEL | Project Manager
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Main: 417.451.5250 | Fax: 417.451.2851 | Direct: 417.455.8150 | Cell: 417.456.2210
cdriskel@branco.com | www.branco.com

From: Steve Shank [<mailto:SShank@wedesignpools.com>]
Sent: Thursday, May 28, 2015 8:07 AM
To: Craig Driskel
Cc: James Bryce; Jeff Bartley
Subject: Shawnee Woodland Park Pool - change order summary

Craig,

James would like to combine all items into 1 change order.
Attached is our summary...
Please review and let me know if you see any errors.

I do not believe we have received a cost estimate for the concessions area in Field Order #20.
Please provide that cost at your convenience.

Thanks.

Steve Shank

project design
sshank@wedesignpools.com

waters edge
AQUATIC DESIGN

www.wedesignpools.com
tel: 913.438.4338

11205 W 79th St.
Lenexa, KS 66214



Change Order

11

Concessions faucet

Steve Shank

From: Craig Driskel [CDRISKEL@branco.com]
Sent: Wednesday, June 17, 2015 10:19 AM
To: James Bryce
Cc: Jeff Bartley; Steve Shank
Subject: RE: Woodland Pool, 3 compartment sink

OK, we will proceed as noted below including the credit back as outlined.



CRAIG DRISKEL | Project Manager
BRANCO ENTERPRISES, INC.
12033 E HWY 86 • PO BOX 459 • NEOSHO, MO 64850
1525 E REPUBLIC RD, STE A-125 • SPRINGFIELD, MO 65804
Main: 417.451.5250 | Fax: 417.451.2851 | Direct: 417.455.8150 | Cell: 417.456.2210
cdriskel@branco.com | www.branco.com

From: James Bryce [mailto:jbryce@shawneeok.org]
Sent: Wednesday, June 17, 2015 10:05 AM
To: Craig Driskel
Subject: RE: Woodland Pool, 3 compartment sink

I am fine if all three sinks can be filled with the one 12".

James

From: Craig Driskel [mailto:CDRISKEL@branco.com]
Sent: Wednesday, June 17, 2015 10:03 AM
To: Jeff Bartley; Steve Shank; James Bryce
Subject: FW: Woodland Pool, 3 compartment sink

See the following on the fixture. Let me know if this is acceptable or if something else should be done.



CRAIG DRISKEL | Project Manager
BRANCO ENTERPRISES, INC.
12033 E HWY 86 • PO BOX 459 • NEOSHO, MO 64850
1525 E REPUBLIC RD, STE A-125 • SPRINGFIELD, MO 65804
Main: 417.451.5250 | Fax: 417.451.2851 | Direct: 417.455.8150 | Cell: 417.456.2210
cdriskel@branco.com | www.branco.com

From: Mark Rich [mailto:mrich@richlandmechanical.com]
Sent: Wednesday, June 17, 2015 9:39 AM
To: Craig Driskel
Subject: RE: Woodland Pool, 3 compartment sink

Yes. The sink has 3- 16" compartments. The faucet is mounted in the center of the sink, 12" spout. Faucet should reach 4"+- to the outside compartments.

From: Craig Driskel [<mailto:CDRISKEL@branco.com>]
Sent: Wednesday, June 17, 2015 9:22 AM
To: Mark Rich
Subject: RE: Woodland Pool, 3 compartment sink

Will the 12" spout reach all 3 compartments?



Main: 417.451.5250 | **Fax:** 417.451.2851 | **Direct:** 417.455.8150 | **Cell:** 417.456.2210
cdriskel@branco.com | www.branco.com

From: Mark Rich [<mailto:mrich@richlandmechanical.com>]
Sent: Wednesday, June 17, 2015 9:19 AM
To: Craig Driskel
Subject: RE: Woodland Pool, 3 compartment sink

S-1 sink (3) compartment. The sink did call out for 2- faucets with 12" spouts. What was installed was 1- faucet with 8" spout .We ordered a 12" spout to replace the 8" spout to be able to reach all 3 compartments. The sink size is a small 3 compartment sink with 16" bowls. If 2 faucets were installed the spouts would hit each other or hang out over the edge of the sink. We would offer to install the 12" spout on the existing faucet & **credit for 1 faucet not used (200.00).**

From: Craig Driskel [<mailto:CDRISKEL@branco.com>]
Sent: Wednesday, June 17, 2015 7:36 AM
To: michaellmoore48@gmail.com; Mark Rich
Subject: FW: Woodland Pool, 3 compartment sink

See the following.



Main: 417.451.5250 | **Fax:** 417.451.2851 | **Direct:** 417.455.8150 | **Cell:** 417.456.2210
cdriskel@branco.com | www.branco.com

From: Jeff Bartley [<mailto:JBartley@wedesignpools.com>]
Sent: Tuesday, June 16, 2015 2:11 PM
To: Craig Driskel; Steve Shank
Subject: RE: Woodland Pool, 3 compartment sink

Hi Craig,

I just looked up the spec/schedule. It looks like the spec. calls for 2 faucets, and I think that only one is currently installed.

Thanks,

Jeff Bartley, P.E.

principal

jbartley@wedesignpools.com



www.wedesignpools.com

main tel: 913.438.4338

direct: 913.802.6261

11205 W 79th St.

Lenexa, KS 66214



From: Craig Driskel [<mailto:CDRISKEL@branco.com>]

Sent: Tuesday, June 16, 2015 1:04 PM

To: Steve Shank; Jeff Bartley

Subject: FW: Woodland Pool, 3 compartment sink

Any answers on this item?

CRAIG DRISKEL | Project Manager
BRANCO ENTERPRISES, INC.
12033 E HWY 86 • PO BOX 459 • NEOSHO, MO 64850
1525 E REPUBLIC RD, STE A-125 • SPRINGFIELD, MO 65804
Main: 417.451.5250 | **Fax:** 417.451.2851 | **Direct:** 417.455.8150 | **Cell:** 417.456.2210
cdriskel@branco.com | www.branco.com

From: Craig Driskel

Sent: Monday, June 08, 2015 2:47 PM

To: 'Steve Shank'; Jeff Bartley

Cc: James Bryce

Subject: Woodland Pool, 3 compartment sink

A question has been raised about this unit (S-1) & the fact the specified fixture (F-4) does not allow water to be placed in each bay. Please review & advise if this is correct.

CRAIG DRISKEL | Project Manager
BRANCO ENTERPRISES, INC.
12033 E HWY 86 • PO BOX 459 • NEOSHO, MO 64850
1525 E REPUBLIC RD, STE A-125 • SPRINGFIELD, MO 65804
Main: 417.451.5250 | **Fax:** 417.451.2851 | **Direct:** 417.455.8150 | **Cell:** 417.456.2210
cdriskel@branco.com | www.branco.com

Change Order

1m

River rock

Steve Shank

From: Jeff Bartley
Sent: Tuesday, June 30, 2015 11:19 AM
To: Steve Shank
Subject: FW: Rock for pool
Attachments: BRANCO.pdf; Branco2.pdf; Branco3.pdf; Branco4.pdf

Hi Steve,

It looks like the City arranged for some rock as a change order. See below.

Thanks,

Jeff Bartley, P.E.

principal
jbartley@wedesignpools.com



www.wedesignpools.com
main tel: 913.438.4338
direct: 913.802.6261

11205 W 79th St.
Lenexa, KS 66214



From: James Bryce [<mailto:jbryce@shawneeok.org>]
Sent: Tuesday, June 30, 2015 10:51 AM
To: Jeff Bartley
Subject: FW: Rock for pool

From: Craig Driskel [<mailto:CDRISKEL@branco.com>]
Sent: Tuesday, June 30, 2015 10:50 AM
To: James Bryce
Cc: Jeff Bartley
Subject: RE: Rock for pool

Following up on adding this material to the rock areas at Woodland Pool, see the attached for the total material delivered & placed. This total for the material is \$10,550.07. As we agreed, the City will reimburse for half this value so the add change order for this item will be \$5,275.04. Please include this in the final change order for the project.

Should you have questions or comments, please let me know.



CRAIG DRISKEL | Project Manager
BRANCO ENTERPRISES, INC.

12033 E HWY 86 • PO BOX 459 • NEOSHO, MO 64850
1525 E REPUBLIC RD, STE A-125 • SPRINGFIELD, MO 65804

Main: 417.451.5250 | Fax: 417.451.2851 | Direct: 417.455.8150 | Cell: 417.456.2210
cdriskel@branco.com | www.branco.com

From: James Bryce [<mailto:jbryce@shawneeok.org>]

Sent: Friday, June 05, 2015 6:56 AM

To: Craig Driskel

Subject: Rock for pool

Multi Color Cobble
4"-6"

www.minickmaterials.com

Here is an example of what we are wanting.

James Bryce



Minick Materials Company Inc

326 N Council Road
OKC, OK 73127

Invoice

Date	Invoice #
6/12/2015	648000

Bill To

BRANCO ENTERPRISES
PO BOX 459
NEOSHO, MISSOURI 64850

PAID
06/15/2015

Ship To

100 E HIGHLAND
SHAWNEE, OK
CRAIG 417-456-2210

S.O. No.	P.O. No.	Terms	Due Date	Rep	Ship Date	Ship Via	Written By
54945		cc on file	6/12/2015		6/12/2015	RON MCMILLAN	HMC
Description		Qty	Rate	Amount			
SF Multi-Color Cobblestone 4-8"		12.14	148.00	1,796.72T			
NM Multi-Color Cobblestone 4-8"		11	148.00	1,628.00T			
LG Dump Truck Light Blue Zone		1	334.00	334.00			

Minick Materials is a supplier of materials only. Minick Materials does not engage in the practice of engineering, architecture, or general contracting. We do not assume any responsibility for design, engineering, or construction; for the selection or choice of materials for a general or specific use; estimating the quantity or size of material needed; for the use or installation of materials; or for compliance with any building code or standard of workmanship.

All returns must be approved by Management and will be subject to a 25% restocking fee. SPECIAL ORDERS CANNOT BE RETURNED. All orders are subject to a 50% deposit	Subtotal	\$3,758.72
	Sales Tax (8.5%)	\$291.10
Both natural stone & mulch are products of nature & cannot be guaranteed for uniformity in color, texture, wear, or coverage. All natural stone products & mulch are sold without warranty.	Total	\$4,049.82
	Balance Due	\$0.00

Minick Materials is also in Edmond and Norman!
Edmond - (405) 418-2209
Norman - (405) 329-2458

Received by: _____



Minick Materials Company Inc

326 N Council Road
OKC, OK 73127

Invoice

Date	Invoice #
6/22/2015	648265

Bill To
BRANCO ENTERPRISES PO BOX 459 NEOSHO, MISSOURI 64850

Ship To
100 E HIGHLAND SHAWNEE, OK CRAIG 417-456-2210

S.O. No.	P.O. No.	Terms	Due Date	Rep	Ship Date	Ship Via	Written By
55025		cc on file	6/22/2015		6/22/2015	DALE HAINES	HMC
Description				Qty	Rate	Amount	
Multi-Color Cobblestone 4-8" Dump Truck Other Zone ** ASAP **				21.29	148.00	3,150.92T	
				1	334.00	334.00	

Minick Materials is a supplier of materials only. Minick Materials does not engage in the practice of engineering, architecture, or general contracting. We do not assume any responsibility for design, engineering, or construction; for the selection or choice of materials for a general or specific use; estimating the quantity or size of material needed; for the use or installation of materials; or for compliance with any building code or standard of workmanship.

All returns must be approved by Management and will be subject to a 25% restocking fee. SPECIAL ORDERS CANNOT BE RETURNED. All orders are subject to a 50% deposit	Subtotal	\$3,484.92
	Sales Tax (8.5%)	\$267.83
Both natural stone & mulch are products of nature & cannot be guaranteed for uniformity in color, texture, wear, or coverage. All natural stone products & mulch are sold without warranty.	Total	\$3,752.75
	Balance Due	\$3,752.75

Minick Materials is also in Edmond and Norman!
Edmond - (405) 418-2209
Norman - (405) 329-2458

Received by: _____



Minick Materials Company Inc

326 N Council Road
OKC, OK 73127

Invoice

Date	Invoice #
6/24/2015	648374

Bill To

BRANCO ENTERPRISES
PO BOX 459
NEOSHO, MISSOURI 64850

PAID
06/25/2015

Ship To

100 E HIGHLAND
SHAWNEE, OK
CRAIG 417-456-2210

S.O. No.	P.O. No.	Terms	Due Date	Rep	Ship Date	Ship Via	Written By
55167		cc on file	6/24/2015		6/24/2015	CPI	HMC
Description		Qty	Rate	Amount			
Multi-Color Cobblestone 4-8"		4.34	148.00	642.32T			
Dump Truck Other Zone		1	334.00	334.00			

Minick Materials is a supplier of materials only. Minick Materials does not engage in the practice of engineering, architecture, or general contracting. We do not assume any responsibility for design, engineering, or construction; for the selection or choice of materials for a general or specific use; estimating the quantity or size of material needed; for the use or installation of materials; or for compliance with any building code or standard of workmanship.

All returns must be approved by Management and will be subject to a 25% restocking fee. SPECIAL ORDERS CANNOT BE RETURNED. All orders are subject to a 50% deposit	Subtotal	\$976.32
	Sales Tax (8.5%)	\$54.59
Both natural stone & mulch are products of nature & cannot be guaranteed for uniformity in color, texture, wear, or coverage. All natural stone products & mulch are sold without warranty.	Total	\$1,030.91
	Balance Due	\$0.00

Minick Materials is also in Edmond and Norman!
Edmond - (405) 418-2209
Norman - (405) 329-2458

Received by: _____



Minick Materials Company Inc

326 N Council Road
OKC, OK 73127

Invoice

Date	Invoice #
6/25/2015	648428

Bill To
BRANCO ENTERPRISES PO BOX 459 NEOSHO, MISSOURI 64850

Ship To
100 E HIGHLAND SHAWNEE, OK CRAIG 417-456-2210

S.O. No.	P.O. No.	Terms	Due Date	Rep	Ship Date	Ship Via	Written By
55185		cc on file	6/25/2015		6/25/2015	JESUS	HMC
Description		Qty	Rate	Amount			
SF Multi-Color Cobblestone 4-8"		8.61	148.00	1,274.28T			
Dump Truck Other Zone		1	334.00	334.00			
*BRING AS MUCH AS POSSIBLE FROM SF REST FROM NM							

Minick Materials is a supplier of materials only. Minick Materials does not engage in the practice of engineering, architecture, or general contracting. We do not assume any responsibility for design, engineering, or construction; for the selection or choice of materials for a general or specific use; estimating the quantity or size of material needed; for the use or installation of materials; or for compliance with any building code or standard of workmanship.

All returns must be approved by Management and will be subject to a 25% restocking fee. SPECIAL ORDERS CANNOT BE RETURNED. All orders are subject to a 50% deposit	Subtotal	\$1,608.28
	Sales Tax (8.5%)	\$108.31
Both natural stone & mulch are products of nature & cannot be guaranteed for uniformity in color, texture, wear, or coverage. All natural stone products & mulch are sold without warranty.	Total	\$1,716.59
	Balance Due	\$1,716.59

Minick Materials is also in Edmond and Norman!
Edmond - (405) 418-2209
Norman - (405) 329-2458

Received by: _____

Change Order

1n

Fence panels

Change Request Proposal

Project: 5650 / WOODLAND PARK POOL IMPROV
 (name and address) 100 E. HIGHLAND STREET
 SHAWNEE, OK 74801

Change request number: 12
 Description: Fence modifications
 Status: P
 Origination date: 08/20/15

Customer: CITY OF SHAWNEE, OK

Notice to Proceed

Submitted date:
 Received date:
 Rough order of magnitude: 0.00

Quotation

Submitted date: 08/20/15
 Due date:
 Submitted amount: 825.00
 Requested days delay: 2

Notes

Fence mods per health inspector

Revenue Detail

Billing Item	Description	Revenue
		825.00
Total Revenue:		825.00

Subcontractor Pricing

Phase Code / Description	Cost Type	Quantity	UM	Amount
02-810 ALUM. FENCE	S SUBCONTRACTS			750.00
Subcontractor Pricing Total:				750.00
Total:				750.00
Mark-up:				75.00
Total Contractor Price for CR 12				825.00

Approvals

Customer: CITY OF SHAWNEE, OK

Contractor: Branco Enterprises, Inc.

Authorized Representative: _____

By: _____

By: _____

Date: _____

Date: _____

Regular Board of Commissioners

3.

Meeting Date: 10/19/2015

SEFF Presentation

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Presentation by Safe Events For Families regarding the Annual Christmas Parade.

Regular Board of Commissioners

4.

Meeting Date: 10/19/2015

P14-15 Rezoning

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

A public hearing and consideration of an ordinance to rezone with a Conditional Use Permit for property located at 1101 West 45th Street from A-1; Rural Agricultural to A-1; Rural Agricultural with Conditional Use Permit. Case No. #P14-15 Applicants: Kenneth and Donna Massey (*Deferred by Planning Commission to the November 4, 2015 Planning Commission meeting.*)

Attachments

P14-15 Staff Report

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: Kenneth & Donna Massey
FOR: Conditional Use Permit for Open-Air Enterprise
LOCATION: 1101 W. 45th Street, Shawnee, OK
PROJECT#: 150916 Case# P14-15

LEGAL DESCRIPTION:

SEE OWNERSHIP LIST

CURRENT CLASSIFICATION: A-1; Rural Agricultural
REQUESTED CLASSIFICATION: A-1; Rural Agricultural w/CUP
PROPOSED PROPERTY USE: Open - Air Enterprise

PLANNING COMMISSION MEETING DATE: October 7th, 2015

PLANNING COMMISSION RECOMMENDATION: Deferment to November 4th, 2015 Planning Commission Meeting

VOTE OF THE PLANNING COMMISSION: *MEMBERS PRESENT:* 6

MEMBERS:	1 ST	2 ND	AYE	NAY	ABSTAIN	COMMENTS
MORTON						ABSENT
CLINARD		X	X			
KERBS			X			
BERGSTEN (CHAIRMAN)			X			
COWEN (VICE-CHAIRMAN)			X			
KIENZLE			X			
AFFENTRANGER	X		X			

RESPECTFULLY SUBMITTED,
Cheyenne Lincoln
SECRETARY, PLANNING COMMISSION

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____

ORDINANCE NO. _____



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

STAFF REPORT
CONDITIONAL USE PERMIT
CASE #P14-15

TO: Shawnee Planning Commission

AGENDA: October 7, 2015

RE: Conditional Use Permit (CUP) to allow the use of an open air market at 1101 W. 45th St.

PROPOSAL

The applicants, Kenneth & Donna Massey, are requesting a Conditional Use Permit (CUP) to allow for an open air market as a permitted use on the subject property. The land is zoned A-1 (Agricultural). Apart from the Burning Woods Addition located east of the subject property, the surrounding zoning is A-1. Generally, the applicants wish to host open air markets on site where vendors would sell vintage, antique, and repurposed items. Anticipated attendance would be between 1,000 and 1,500 attendees per event. Events are expected to range from one (1) to three (3) days, covering Friday to Sunday on weekend days.

GENERAL INFORMATION

Applicant	Kenneth & Donna Massey
Owner	Kenneth & Donna Massey
Site Location/Address	1101 W. 45 th Street
Current Site Zoning	A-1 (Rural Agricultural)
Proposed Zoning	A-1 (Rural Agricultural) with CUP
Property Area	19 Acres (approximate)
Current Use	Residential

Proposed Use	Residential use with open air market
Comprehensive Plan Designation	Residential
Existing Land Use	Residential
Surrounding Zoning	North - Agricultural (A-1) South – Agricultural (A-1) East – Residential (R-1) West – Agricultural (A-1)
Surrounding Land Use	Residential

STAFF REVIEW AND ANALYSIS

The applicants are requesting a CUP to allow for the promotion and organization of several open air market/shows on the 19 acres of property. These events would take place during the weekends, primarily between March and November. Each event will range from 1 to 3 days in length between Friday and Sunday. The applicant is requesting permission to hold up to twelve (12) shows per year.

Vendors for these markets would be featuring vintage, antique, and repurposed items, renting booth spaces to facilitate sales. The booths are intended to be located west of the current home on Tract 2 and extend westward onto Tract 1. The applicant anticipates 1,000 to 1,500 visitors to shop over the course of a weekend show. Parking is intended to be on site. Portable toilets and hand washing facilities will be rented and resented at each event.

The applicant would like to highlight that there will be a significant economic impact by allowing the open air markets, seeing as the majority of vendors will be from out-of-town and will generate sales tax for Shawnee and will likely be spending money at local restaurants, hotels, and stores.

According to Section 22-155.2 of the Shawnee Zoning Code, “Carnival, circus, tent revival or similar temporary open air enterprise” requires a CUP in the A-1 (Rural Agricultural) zoning district.

Based on the estimated size and length of events, the major issues for consideration include:

1. Proximity to residential neighborhood.
2. Drive/entrance inadequate to facilitate ingress and egress.
3. Safety in regards to traffic control and parking.

4. Concerns for parking in the 45th street ROW (right-of-way), on both sides, to avoid parking on site.
 - a. Parked cars blocking line-of-sight for vehicles leaving neighborhoods south on 45th Street.
 - b. Destruction of grass and trash along the ROW.
5. Regulation of on-site parking and vehicular navigation.
6. Intersection at 45th and Leo has no stop sign for east/west traffic. Speed limit is 45mph. This presents a safety concern.
7. Campers, RV's, and trailers could remain on site throughout the weekend.
8. Generators running at night producing noise.
9. Electricity and water availability for food services and vendors.
10. General trash and debris both on and off site.
11. Lighting at night.
12. Twelve (12) potential events in eight (8) months, means more than one (1) event per month.

After extensive review, lack of conformance with the Shawnee Comprehensive Plan, and general concerns from the public, Staff finds the intensity of the use to be excessive for this area. Rather than post a recommendation for denial, staff recommends to defer the case one (1) month to give both the applicant and Staff a chance to negotiate the intensity of use.



Figure 1: Aerial view of the site – approximate total area outlined in red. Staff has reviewed the details of the application and has a number of issues in approving such a use.

STAFF RECOMMENDATION

Staff recommends to defer the decision on the proposed conditional use permit (CUP) for the subject property until the November 4th, 2015 Planning Commission meeting.

Attachments

- Figure 1: Aerial View of Site
- Figure 2: Zoning Map
- Figure 3: Future Land Use Map

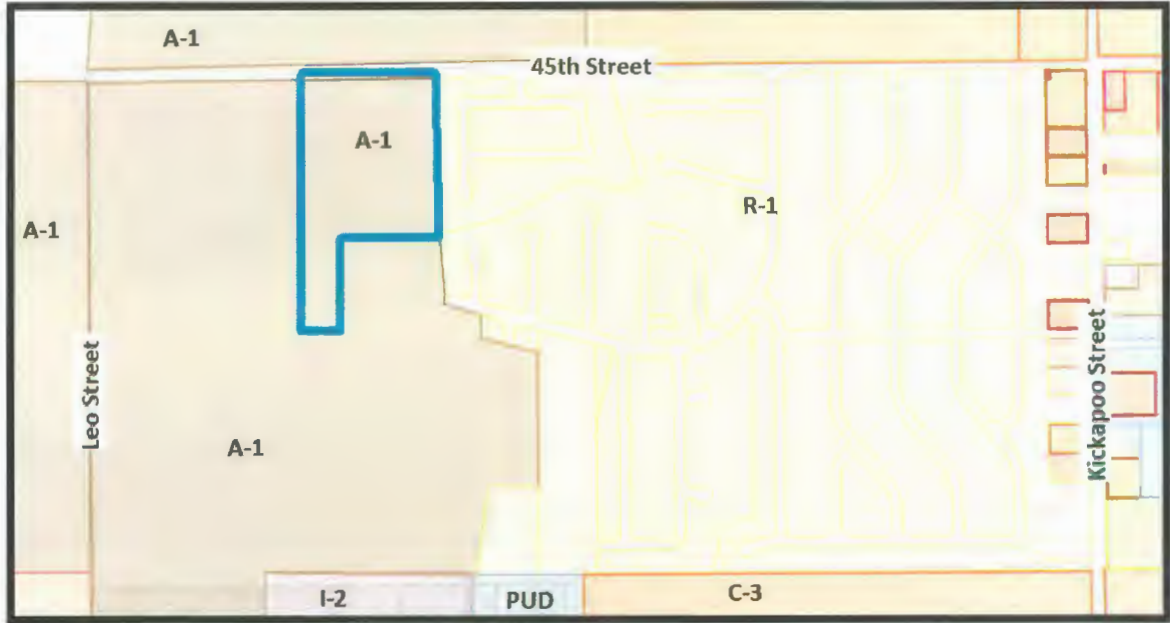


Figure 2: Zoning Map of site – approximate total area outlined in blue.

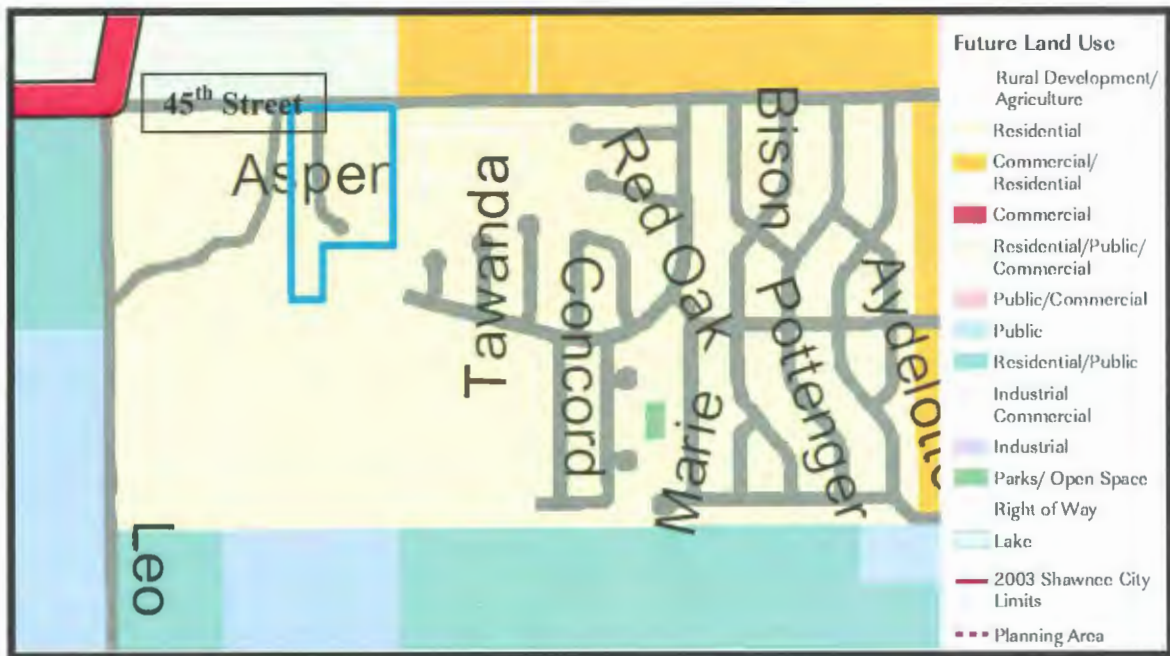


Figure 3: Shawnee Comprehensive Plan: Future Land Use Map (Figure 4.2).

PLANNING COMMISSION APPLICATION
PROJECT NO. 1809116 CASE NO. 14-13

REQUEST:

Rezoning _____ Rezoning w/Conditional Use Permit _____ Conditional Use Permit ✓
Planned Unit Development _____

I, the undersigned, do hereby respectfully make application and petition to the City Commission to amend the zoning map, and to change the zoning district of the Shawnee area, from See Attached District to See Attached District, as hereinafter requested, and in support of this application, the following facts are shown:

PROPERTY LOCATION (STREET ADDRESS): 1101 W. 45th St.

LEGAL DESCRIPTION: See Attached

PROPERTY OWNER (S): ^{Tract #1} ~~Patrick~~ - Kenneth + Donna Massey; ^{Tract #2} ~~Tract #2~~ : Pamela Caslor, et. al.

PROPERTY AGENT (APPLICANT): Kenneth + Donna Massey

APPLICANT'S ADDRESS: 1101 W. 45th St.

CITY: Shawnee **STATE** OK **ZIP** 74804

EMAIL ADDRESS: Kenneth@milburn-law.com

TELEPHONE NUMBER: (405) 501-3994 **CONTACT NUMBER:** (405) 501-3994

DIMENSIONS OF PROPERTY: AREA See Attached WIDTH _____
LENGTH _____ FRONTAGE _____

CURRENT ZONING: A1 **CURRENT USE:** Residential

PROPOSED ZONING: A1 (No change) **PROPOSED USE:** Residential / permit to have open air markets

With the filing of this application, I acknowledge that I have been informed of off-street parking, fencing and paving requirements in regard to the zoning I have requested as witnessed by my signature.

Kenneth Massey
SIGNATURE OF APPLICANT

(FOR STAFF USE ONLY)

Filed in the office of the Planning Department, 222 N. Broadway, this 8th day of September 20 15

Chesque Kincaid
PLANNING COMMISSION SECRETARY

REZONING &/OR C.U.P FEE \$ 280.00
RECEIPT NO. 1789584

PLANNED UNIT DEVELOPMENT FEE \$ 550.00
SIGN DEPOSIT \$ 50.00

(Refundable if Applicant returns 48 hrs. after City Commission Meeting)

PLANNING COMMISSION ACTION: _____ **DATE:** _____
CITY COMMISSION ACTION: _____ **DATE:** _____
PLACE ON ZONING MAP: _____ **ORDINANCE NO.:** _____

CITY OF SHAWNEE
PUBLIC HEARING NOTICE
CASE #P14-15

Notice is hereby given that the City of Shawnee, Oklahoma, will conduct a public hearing on an application for a Conditional Use Permit on property located within the City of Shawnee.

The applicant requests a conditional use permit for the following described property:

A tract of land described as beginning at a point 1303.00 feet East of the Northwest Corner of the Northwest Quarter (NW/4) of Section One (1), Township Ten (10) North, Range Three (3) East of the Indian Meridian, Pottawatomie County, Oklahoma; thence Southerly for a distance of 1413.32 feet, more or less, to a point on the South line of the land described in the deed to American First Title and Trust company recorded in Book 690, Page 523 in the office of the Pottawatomie County Clerk; thence along the Southerly line of the land described in said deed, Westerly for a distance of 213.35 feet; thence Northerly for a distance of 1413.32 feet to the North line of the Northwest Quarter (NW/4); thence East for a distance of 217.17 feet to the point of beginning.

And

A tract of land described as beginning at a point 1303.00 feet South 89°48'12" East of the Northwest Corner of the Northwest Quarter (NW/4) of Section One (1), Township Ten (10) North, Range Three (3) East of the Indian Meridian; thence South 89°48'12" East a distance of 541.15 feet; thence South 00°07'26" East a distance of 867.82 feet; thence South 78°34'55" West a distance of 80.19 feet; thence South 26°35'55" East a distance of 129.99 feet; thence North 89°48'12" West a distance of 520.83 feet; thence North 00°07'26" West a distance of 1000 feet to the point of beginning, Pottawatomie County, Oklahoma.

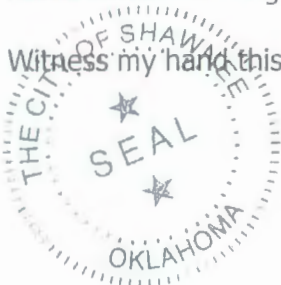
General Location Known As:	<u>1101 W. 45th St.</u>
Current Zoning Classification:	<u>A-1; Rural Agricultural</u>
Requested Zoning Classification:	<u>A-1; Rural Agricultural w/ CUP</u>
Proposed Use of Property	<u>Open-Air Enterprise</u>
Applicant:	<u>Kenneth & Donna Massey</u>


The public hearings will be held in the City Commission Chambers in City Hall, 16 W. 9th St. Shawnee, Oklahoma, as follows:

October 7 th , 2015	AT 1:30 P.M.:	CITY OF SHAWNEE PLANNING COMMISSION
October 19 th , 2015	AT 6:30 P.M.:	CITY OF SHAWNEE CITY COMMISSION

At this time any interested citizen of Shawnee, Oklahoma will have the opportunity to appear and be heard with regard to the conditional use permit. The Commission reserves the right to limit discussion and debate on the proposed conditional use permit in the public hearing, in which event those persons appearing in support or opposition of the proposed conditional use permit will be allotted equal time. If there are any questions about the proposal, or you need additional information prior to the public hearing, please contact the Planning Department at 878-1616. A copy of the application is available for public inspection during normal working hours in the Planning Secretary's office at 222 N. Broadway.

Witness my hand this 10th day of September, 2015.

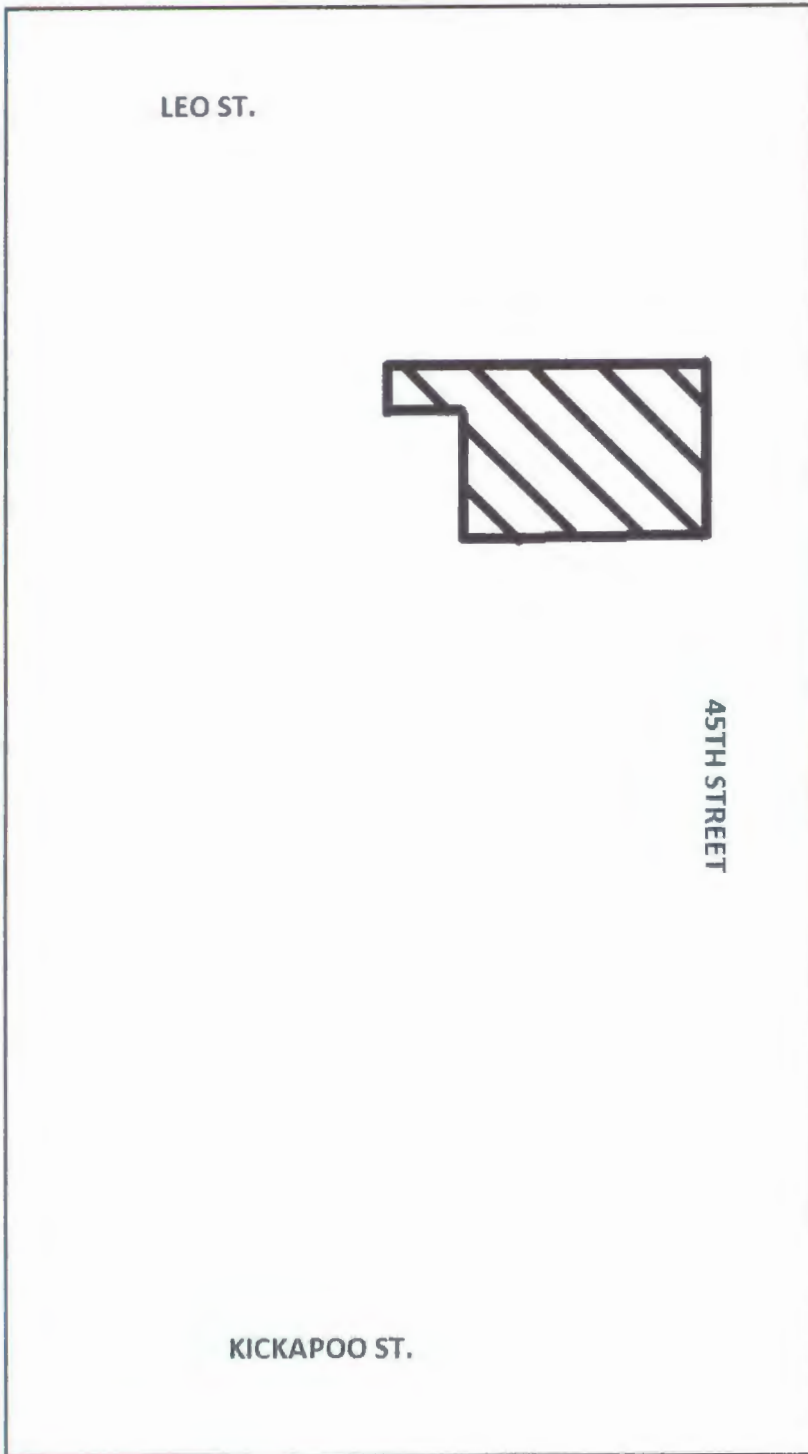




Phyllis Loftis, City Clerk

Location Map

Case #P14-15



CERTIFICATE OF BONDED ABTRACTOR
(300 FEET RADIUS REPORT)

STATE OF OKLAHOMA)
) §:
COUNTY OF POTTAWATOMIE)

The undersigned bonded abstractor in and for Pottawatomie County, State of Oklahoma, does hereby certify that the following Ownership is true and correct according to the current year's tax rolls in the office of the County Treasurer of Pottawatomie County, Oklahoma, as updated by the records of the County Clerk of Pottawatomie County, Oklahoma; that the owners, as reflected by said records, are based on the last conveyance or final decree of record of certain properties located within 300 feet in all directions of the following described land:

A tract of land described as beginning at a point 1303.00 feet East of the Northwest Corner of the Northwest Quarter (NW/C NW/4) of Section One (1), Township Ten (10) North, Range Three (3) East of the Indian Meridian, Pottawatomie County, Oklahoma; thence Southerly for a distance of 1413.32 feet, more or less, to a point on the South line of the land described in the deed to American First Title and Trust company recorded in Book 690, Page 523 in the office of the Pottawatomie County Clerk; thence along the Southerly line of the land described in said deed, Westerly for a distance of 213.35 feet; thence Northerly for a distance of 1413.32 feet to the North line of the Northwest Quarter (NW/4); thence East for a distance of 217.17 feet to the point of beginning.

And

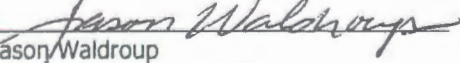
A tract of land described as beginning at a point 1303.00 feet South 89°48'12" East of the Northwest Corner of the Northwest Quarter (NW/4) of Section One (1), Township Ten (10) North, Range Three (3) East of the Indian Meridian; thence South 89°48'12" East a distance of 541.15 feet; thence South 00°07'26" East a distance of 867.82 feet; thence South 78°34'55" West a distance of 80.19 feet; thence South 26°35'55" East a distance of 129.99 feet; thence North 89°48'12" West a distance of 520.83 feet; thence North 00°07'26" West a distance of 1000 feet to the point of beginning, Pottawatomie County, Oklahoma.

and find the following owners, addresses and brief legal descriptions on the attached pages numbered from (1) to (4), both inclusive.

NOTICE TO CUSTOMERS: This report is released with the understanding that the information is strictly confidential. This report contains information from public land records only and is not to be construed as an abstract of title, opinion of title, title commitment, title insurance policy, or environmental research report. As used herein, the term "public land records" means those land records which under the recording laws of the applicable state, impart constructive notice to the third parties with respect to recorded, unreleased or record instruments memorializing legal interests in real estate. The company suggests that you contact your attorney for matters of a legal nature or legal opinion. We have exercised due care and diligence in preparing this report, however, the Abstractor does not guarantee validity of the title and acceptance of this report by the Company or person(s) for whom this report is made, constitutes agreement and confirmation of the limitation of this report.

Dated: August 29, 2015 at 7:30 AM

First American Title & Trust Company

By: 

Jason Waldroup
Abstractor License No. 1400
OAB Certificate of Authority # 51
File No. 2068408-SH99

OWNERSHIP LIST

ORDER NO. 2068408

DATE PREPARED: September 4, 2015
EFFECTIVE DATE: August 29, 2015

OWNER	LOT	BLK	ADDITION
CASLER PAMELA K & DANA HOLDEN & TERESA HOLDEN 1101 W 45TH SHAWNEE OK 74804-0000			BEG 1303'E NW/C NW E541.51' S867.82' S78*34'55"W80.19' S26*35'55"E129.99' W520.83' N1000' POB 12.30 Acres
MASSEY KENNETH R & DONNA K P O BOX 3124 SHAWNEE OK 74802-3124			BEG 1303'E NW/C NW TH SOUTHLY 1413.32' M/L TO PT ON S LN OF LAND DES IN BOOK 690 PG 523 TH ALONG THE SOUTHELY LN OF THE LAND IN SAID DEED WESTERLY 213.35' TH NORTHERLY 1413.32' TO THE N LINE OF NW TH E217.17' POB 6.98 Acres
TROTTER STEPHEN E & MAUREEN TRUST 1125 W 45TH SHAWNEE OK 74804-0000			BEG NW/C NW E1085.83' S1413.32' W1089.65' N1412.28' POB 35.30 Acres
CITY OF SHAWNEE SHAWNEE OK 74801-0000			SW/C NW E722' POB N361' W71.4' N158.98' N8*W730.28' E768.58' N413.31' E126.06' S224.75 E435.76' S15*W17.86' S75*E205.46' S910.03' E48.78' SW454.46' W1329.96' TO POB 44.63 Acres
COMMERCIAL BRICK CORPORATION P O BOX 1382 WEWOKA OK 74884-0000			A TR IN NW DES AS COMM SW/C NW E722' N361' W71.40' N158.98' N08*W730.28' E768.58' N413.31' E126.06 FEET POB TH S224.75' E435.76' N15*E12.14' TO A POINT ON W LINE BLK 10 SMOKING OAKS SEC 3 TH N4*W209.20' ALG W SIDE BLK 10 SMOKING OAKS SEC 3 AND SAID POINT BEING 10.34' N NW/C LOT 9 BLK 10 SMOKING OAKS SEC 3 TH W424.44'POB 2.25 Acres
HOUSING AUTH OF ABSENTEE P O BOX 425 SHAWNEE OK 74802-0425	2	1	BURNING WOOD
KOSTER ROBERT G & SONYA G 1014 BURNING WOOD SHAWNEE OK 74804-0000	3	1	BURNING WOOD
HOUSING AUTH OF ABSENTEE P O BOX 425 SHAWNEE OK 74802-0425	4	1	BURNING WOOD
HOWIE R. BLOCKER 1018 BURNING WOOD SHAWNEE OK 74804-4560	5	1	BURNING WOOD

RECEIVED

SEP 08 2015

PLANNING / CODE

HOUSING AUTH OF ABSENTEE P O BOX 425 SHAWNEE OK 74802-0425	6	1	BURNING WOOD
HOUSING AUTH OF ABSENTEE P O BOX 425 SHAWNEE OK 74802-0000	7	1	BURNING WOOD
RAMIRO RODRIGUEZ & SHELLI RODRIGUEZ 4414 SMOKING TREE SHAWNEE, OK 74804-4561	8	1	BURNING WOOD
HOUSING AUTH OF ABSENTEE P O BOX 425 SHAWNEE OK 74802-0425	9	1	BURNING WOOD
HOUSING AUTH OF ABSENTEE P O BOX 425 SHAWNEE OK 74802-0425	10	1	BURNING WOOD
HOUSING AUTH OF ABSENTEE P O BOX 425 SHAWNEE OK 74802-0425	11	1	BURNING WOOD
PHAT T. HUYNH & NGAN HUYNH LOUNG 4406 SMOKING TREE SHAWNEE, OK 74804-4561	12	1	BURNING WOOD
HOUSING AUTH OF ABSENTEE P O BOX 425 SHAWNEE OK 74802-0425	13	1	BURNING WOOD
ELLIS HOLLY D 4402 SMOKING TREE SHAWNEE OK 74804-0000	14	1	BURNING WOOD
HOUSING AUTH OF ABSENTEE P O BOX 425 SHAWNEE OK 74802-0425	15	1	BURNING WOOD
SECRETARY OF HOUSING AND URBAN DEVELOPMENT OF WASHINGTON, D.C. C/O MICHAELSON, CONNER & BOUL 4400 WILL ROGERS PARKWAY, SUITE 300 OKLAHOMA CITY, OK 73108-1837 ATTN: SINGLE FAMILY PROPERTY DISPOSITION BRANCH B&T FILE NO. 107169	16	1	BURNING WOOD
HOUSING AUTH OF ABSENTEE P O BOX 425 SHAWNEE OK 74802-0425	17	1	BURNING WOOD
ROUNDTREE ROBIN 4405 SMOKING TREE SHAWNEE OK 74804-0000	18	1	BURNING WOOD
O'CONNOR BARBARA A 1021 ASPEN DR SHAWNEE OK 74804-0000	19	1	BURNING WOOD
HOUSING AUTH OF ABSENTEE P O BOX 425 SHAWNEE OK 74802-0425	20	1	BURNING WOOD
B & C HEATH HOMES LLC 15 NORTHWOOD DR SHAWNEE OK 74804-0000	21	1	BURNING WOOD
HOUSING AUTH OF ABSENTEE P O BOX 425 SHAWNEE OK 74802-0425	16	2	BURNING WOOD

HOUSING AUTH OF ABSENTEE P O BOX 425 SHAWNEE OK 74802-0425	17	2	BURNING WOOD
GARY B. McGREW 4411 SMOKING TREE SHAWNEE, OK 74804-4562	18	2	BURNING WOOD
GALVIN JOHN 1015 BURNING WOOD DR SHAWNEE OK 74804-0000	3	2	BURNING WOOD
HOUSING AUTH OF ABSENTEE P O BOX 425 SHAWNEE OK 74802-0425	2	2	BURNING WOOD
STORY JIMMY D JR 1019 BURNING WOOD DR SHAWNEE OK 74804-0000	1	2	BURNING WOOD
YOUNG TREVOR J & ADRIANNE 1 DOUG DR SHAWNEE OK 74804-0000	1	10	SMOKING OAKS 3RD
TIPTON PHYLLIS D 3 DOUG DR SHAWNEE OK 74804-0000	2	10	SMOKING OAKS 3RD
CLIMER DAVID W & CYNTHIA D 5 DOUG DR SHAWNEE OK 74804-0000	3	10	SMOKING OAKS 3RD
SUTTON CRAIG & LORI L 7 DOUG DR SHAWNEE OK 74804-0000	4	10	SMOKING OAKS 3RD
PALMER WILLIAM A & LISA R 9 DOUG DR SHAWNEE OK 74804-0000	5	10	SMOKING OAKS 3RD
KINNEY WOODROW WILSON & ADRIEN 11 DOUG DR SHAWNEE OK 74804-0000	6	10	SMOKING OAKS 3RD
PRICE RICHARD B & MILDRED J 10 DOUG DR SHAWNEE OK 74804-0000	7	10	SMOKING OAKS 3RD
BEACH TYLA 8 DOUG DR SHAWNEE OK 74804-0000	8	10	SMOKING OAKS 3RD
BEACH TYLA 8 DOUG DR SHAWNEE OK 74804-0000			1-10-3 BEG NW/C LOT 8 S78*34'55"W80.19' S26* 39'55"E142.03' N90* E25' SW/C LOT 8 N04* W ALG W LINE LOT 8 143.22' POB
CLIMER KIRK W & MONACA D 6 DOUG DR SHAWNEE OK 74804-0000	9	10	SMOKING OAKS 3RD
CAMPBELL JOHN C & DIANA L 4 DOUG DR SHAWNEE OK 74804-0000	10	10	SMOKING OAKS 3RD
MILLIN JAMES 2 DOUG DR SHAWNEE OK 74804-0000	11	10	SMOKING OAKS 3RD

SCHOOL LAND XXXXXXXXX SHAWNEE OK -0		S1/2 OF SEC. LESS 3.14AC PLATTED INTO I-40 & KICKAPOO COMMERCIAL CENTER SECTION I LAND 5000 PT OF LAND LEASED TO: PHILLIPS 66-4848 N KICK. BUDDIES BBQ-4836 N DELTA CAFE-4734 N KICK.CIRCLE K CONVENIENCE QUIZNOS 316.86 Acres
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Regular Board of Commissioners

5.

Meeting Date: 10/19/2015

Texting Ord

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of an ordinance amending the Shawnee Municipal Code to prohibit texting while driving.

Attachments

Texting Memo

Texting Ord



Shawnee Police Department

Chief Russell Frantz

16 W 9th

Shawnee, Oklahoma 74801

Office (405) 878-1680 or 1681 *Fax (405) 878-1520

E-Mail: rfrantz@shawneeok.org



FROM : Russell Frantz
Chief of Police

TO : Justin Erickson, City Manager

CC : Mayor and Commissioners

SUBJECT : Ordinance on texting and driving

DATE : 15 October 2015

This ordinance proposal falls in line with the new State law on no texting and driving. Approval of this ordinance will allow officers to issue Municipal Court citations instead of only having the District Court option of the state charge. This ordinance is modeled after other cities that have passed their own no texting and driving ordinance.

Ordinance No. _____

AN ORDINANCE ADDING TO CHAPTER 19 ARTICLE IV, OPERATION OF VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF SHAWNEE, OKLAHOMA, A NEW SECTION TEXTING WHILE DRIVING; PROHIBITING TEXTING WHILE DRIVING IN COMPLIANCE WITH STATE LAW; PROVIDING PENALTY; PROVIDING EXCEPTIONS; DEFINITIONS; AND PROVIDING FOR CODIFICATION; REPEALER AND SEVERABILITY.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA THAT CHAPTER 19 OF THE MUNICIPAL CODE BE AMENDED AS FOLLOWS:

Section 1: Texting While Driving Prohibited.

A. It shall be unlawful for any person to operate a motor vehicle on any street or highway within this city while using a hand-held electronic communication device to manually compose, send or read an electronic text message while the motor vehicle is in motion.

B. Any person who violated the provisions of subsection A of this section, shall, upon conviction, be punished by a fine of not more than One Hundred Dollars (\$100.00).

C. The provisions of Subsection A of this Section shall not apply if the person is using a cellular telephone or electronic communication device for the sole purpose of communicating with any of the following regarding an imminent emergency situation:

1. An emergency response operator;
2. A hospital, clinic; physician's office or health
3. A provider of ambulance services;
4. A provider of firefighting services; or
5. A law enforcement agency.

D. For the purpose of this Section:

1. "Cellular telephone" means an analog or digital wireless telephone authorized by the Federal Communications Commission to operate in the frequency bandwidth reserved for cellular telephones;

2. "Compose", "send" or "read" with respect to a text message means the manual entry, sending or retrieval of a text message to communicate with any person or device;

3. "Electronic communication device" means an electronic device that permits the user to manually transmit a communication of written text by means other than through an oral transfer or wire communication. This term does not include a device that is physically or electronically integrated into a motor vehicle or a voice-operated global positioning or navigation system that is affixed to a motor vehicle, or a hands-free device that allows the user to write, send or read a text message without the use of either hand except to activate, deactivate or initiate a feature or function; and

4. "Text message" includes a text-based message, instant message, electronic message, photo, video or electronic mail.

E. This Ordinance shall become effective November 1, 2015.

Section 2. CODIFICATION. This Ordinance shall be codified in the Shawnee Municipal Code, and the codifier is authorized to set out the ordinance as appropriate.

Section 3. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of any such conflict.

Section 4. SEVERABILITY. If any part, article, section, or subsection of this ordinance shall be held invalid or unconstitutional for any reason, such holding shall not be construed to impair or invalidate the remainder of this ordinance, notwithstanding such holding.

PASSED AND APPROVED this _____ day of October, 2015.

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM AND LEGALITY THIS _____ day of _____, 2015.

MARY ANN KARNIS
CITY ATTORNEY

Regular Board of Commissioners

6.

Meeting Date: 10/19/2015

Declared Emergency Ord

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of an ordinance amending the Shawnee Municipal Code prohibiting certain conduct during a declared emergency.

Attachments

Declared Emergency Memo

Declared Emergency Ord

MEMORANDUM

To: Mayor and City Commissioners

From: Mary Ann Karns, City Attorney
Don Lynch, Emergency Management Director

Re: Amendment to Powers Granted During an Emergency

Date: October 19, 2015

For some years, Section 11-29 of the Shawnee Municipal Code has provided for the City Manager, during the time of a declared emergency, to have the power to prohibit certain activities in order to protect the public health, safety and welfare. The power to prohibit or suspend activities with respect to fire arms is given to the City Manager under our ordinance, which followed the language of state law when first enacted.

Since that time, the State of Oklahoma has made amendment to the law so that no official could prohibit or suspend the sale, ownership, possession, transportation, carrying, transfer and storage of firearms, ammunition or ammunition accessories. It also provides a remedy for anyone who believe that provision has been violated.

This ordinance brings our ordinances into compliance with state law.

In addition, the penalty section has been amended to provide that violation is a Class C offense, rather than requiring action on behalf of the commission to set a fine.

ORDINANCE NO. _____

AN ORDINANCE AMENDING AND REPEALING PORTIONS OF CHAPTER 11 OF THE SHAWNEE MUNICIPAL CODE, SETTING FORTH ACTS WHICH MAY BE PROCLAIMED PROHIBITED IN THE EVENT OF AN EMERGENCY; SETTING PENALTY THEREFORE; PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY AND DECLARING AN EMERGENCY.

WHEREAS, the Oklahoma Legislature, through 21 O.S. 1321.4 has set forth certain actions which can be prohibited during an emergency; and

WHEREAS, 21 O.S. Sec. 1321.9 specifically authorizes Oklahoma municipalities to enact ordinances in conformity thereto, and

WHEREAS, due to amendments by the Oklahoma Legislature, Section 11-29 of the Shawnee Municipal Code is no longer in conformance with 21 O.S. 1321.4; and

WHEREAS, the Mayor and City Commissioners find that the Shawnee Municipal Code should be amended to achieve conformance:

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA:

Section 1. Sec. 11-29 (b) (10) h. of Chapter 11 of the Shawnee Municipal Code is hereby repealed in its entirety.

Section 2. A new section, numbered 11.29.1 is enacted as follows:

A. Notwithstanding this section or any other law of this state, neither the City Manager nor any official of a municipal or state entity shall prohibit or suspend the sale, ownership, possession, transportation, carrying, transfer and storage of firearms, ammunition and ammunition accessories during a declared state of emergency, that are otherwise legal under state law.

B. Any individual aggrieved by a violation of subsection A of this section may seek relief in an action at law or in equity for redress against any person who subjects such individual or causes such individual to be subjected to an action prohibited by subsection A of this section. In addition to any other remedy at law or in equity, an individual aggrieved by the seizure or confiscation of a firearm or ammunition in violation of subsection A of this section may bring an action for the return of such firearm or ammunition in the district court of the county in which that individual resides or in which such firearm or ammunition is located. In any action or proceeding to enforce the provisions of this section, the court shall award the prevailing plaintiff costs and reasonable attorney fees.

Section 3. Section 11-37 of Chapter 11, Article II – Emergency of the Shawnee Municipal Code is hereby repealed and amended to read:

Violation of any section of this Article is a Class C offense.

Section 4. CODIFICATION. This Ordinance shall be codified in the Shawnee Municipal Code, and the codifier is authorized to set out the ordinance as appropriate.

Section 5. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of any such conflict.

Section 6. SEVERABILITY. If any part, article, section, or subsection of this ordinance shall be held invalid or unconstitutional for any reason, such holding shall not be construed to impair or invalidate the remainder of this ordinance, notwithstanding such holding.

Section 7: EMERGENCY. Because it is necessary for the protection of the public's health, safety, and welfare, an emergency is declared to exist. This ordinance shall be effective immediately upon its passage and publication.

PASSED AND APPROVED this _____ day of October, 2015.

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

(SEAL)

EMERGENCY SEPARATELY MOVED AND APPROVED this _____ day of _____, 2015.

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM AND LEGALITY THIS _____ day of _____, 2015.

MARY ANN KARNES
CITY ATTORNEY

Regular Board of Commissioners

7.

Meeting Date: 10/19/2015

Circle D Pawn

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion, consideration and possible action for the retention of counsel in Circle D Pawn No. 4, Inc., et al. v City of Shawnee, et al., United States District Court for the Western District of Oklahoma, Case No. CIV-15-805-F.

Attachments

[Circle D Pawn Memo](#)

[Circle D Pawn Atty Bios](#)

[Circle D Pawn Atty Contract](#)

MEMORANDUM

To: Mayor and City Commissioners

From: Mary Ann Karns, City Attorney

Re: Circle D Pawn No. 4, Inc. v City of Shawnee
CIV-15-805-F

Date: October 19, 2015

As you may recall, when this lawsuit was filed the Oklahoma Mutual Assurance Group began our defense with a “reservation of rights” letter. That is, they agreed to represent us on the liability issues that would result in a monetary award, but put us on notice that they would not represent us if the only issue was the legality of the ordinances.

They retained Stephen Geries and David Lee to provide the defense. These gentlemen are very experienced trial lawyers, and have handled OMAG cases for many years. Mr. Geries filed a motion to dismiss on the City’s behalf. All the individual defendants have now been dismissed, and the Court has ruled that the plaintiff is not entitled to raise the constitutional and monetary issues.

When ruling on a Motion to Dismiss, the Court assumes everything the Plaintiff pleads is true. The issue becomes whether those allegations, if true, would allow the case to go forward. The Court has ruled that the constitutional issues are not raised by the allegations, but that the legality of the ordinance is raised. This does not mean that he has ruled in favor of the Plaintiff; it merely means that the case will go forward to determine that limited issue.

We had anticipated that the judge might send the case to the Oklahoma District Court, but he has retained jurisdiction in federal court.

This is a case that likely will be decided through the filing of motions and briefs.

We are recommending that the firm Collins Zorn & Wagner, P.C. be retained by the City to continue representation. Their proposal is attached, along with general information about the firm.

STEPHEN L. GERIES

Stephen L. Geries is a partner with the Oklahoma City law firm of Collins, Zorn & Wagner, P.C. He received a Bachelor of Science Degree in Criminal Justice from West Texas A&M University in 1993. He worked as a Deputy Sheriff, Emergency Medical Technician, and Firefighter before receiving his Masters of Business Administration with honors from Oklahoma City University in 2001. Mr. Geries also received his Juris Doctorate degree while attending Oklahoma City University where he was a Merit Scholar and member of the Moot Court Honor Board. Mr. Geries was a member of Delta Mu Delta, a business honor fraternity as well as Phi Delta Phi, a legal honor fraternity. Mr. Geries has concentrated his practice in the areas of civil rights defense, insurance defense, government, and constitutional law. He is a former Assistant District Attorney. Mr. Geries is AV rated.

Mr. Geries is an active member of the Oklahoma Bar Association and the Oklahoma County Bar Association. His experience includes litigating in the United States District Courts for the Western, Eastern, and Northern Districts of Oklahoma, the United States Court of Appeals for the Tenth Circuit and in the majority of Oklahoma's 77 counties. He is also licensed to practice before the Supreme Court of the United States.

DAVID W. LEE

David W. Lee is of counsel with the law firm of Collins, Zorn & Wagner, P.C. Mr. Lee focuses in the areas of federal civil rights and employment law. Mr. Lee served as Chief of the Criminal and Federal Divisions of the Oklahoma Attorney General's Office for three Attorneys General. Mr. Lee was also an Assistant United States Attorney for the

Western District of Oklahoma, and an Assistant District Attorney in Washington and Oklahoma Counties. Mr. Lee was also an Assistant Public Defender in Oklahoma County.

Mr. Lee is the author of a book on the subject of 42 U.S.C. § 1983, which is entitled, "Handbook of Section 1983 Litigation," which is published by Wolters Kluwer, Law & Business.

Mr. Lee is the program organizer and lecturer for "The Essential Seminar on Section 1983 Litigation," which is presented every other year by the Oklahoma Bar Association. Mr. Lee has also presented lectures on civil rights for the National Business Institute (NBI), Lorman Education Services and the Georgetown College of Law.

In his career, Mr. Lee has argued four cases before the United States Supreme Court, and over forty cases before the United States Court of Appeals for the Tenth Circuit. Mr. Lee has served as an adjunct professor the Oklahoma City University School of Law and the University of Oklahoma School of Law.

Mr. Lee is also the hearing officer for the Oklahoma State Bureau of Investigation (OSBI) with regard to appeals of denials and revocations of Self-Defense Act (concealed handgun) applications.

ATTORNEY-CLIENT CONTRACT FOR SERVICES

Now on this ____ day of October, 2015, this ATTORNEY-CLIENT CONTRACT FOR SERVICES is entered between the CITY OF SHAWNEE, hereafter referred to as **CLIENT or CLIENTS**, and the law firm of COLLINS, ZORN & WAGNER, P.C., hereafter referred to as **ATTORNEY or ATTORNEYS**. In consideration of the mutual promises, covenants and conditions and based upon the consideration set forth herein the parties agree as follows:

1. Scope of Contract:

Client employs Attorneys for the following services: to represent and defend Client in regard to the litigation in *Circle D Pawn No. 4, et al. v. The City of Shawnee, Oklahoma, et al.*; CIV-15-805-F; filed in the United States District Court for the Western District of Oklahoma. The scope of this engagement shall include, but not be limited to, completion of discovery and pretrial preparation, filing of dispositive motions and jury trial. This contract does not provide any guarantee as to the outcome of matters related to said litigation.

2. Expenses of the Case:

Expenses of the case may vary according to the nature of the case and events that take place as the case is progressing. Many of the expenses may be created by the opposing party. **Normal expense items** are: filing fees, court costs, travel, mileage at the IRS rate which is currently \$.575, out of town meals, fax transmissions, long distance telephone, photocopy, exhibits, enlargement of exhibits, investigation, witness fees, etc. Attorneys use the services of computerized legal research generally provided by Westlaw and charge \$1.00 per minute in order to recoup the expense of purchasing and maintaining this service. Attorneys have found this to be an efficient and cost effective way in which to keep up to date on current developments as well as review past developments in the law. Additionally, copying costs will be at the rate of \$.18 per page for black and white copies and \$.25 per page for color copies, for all copying done in the Attorney's office. In some instances copying will be done by outside companies and will be billed at the invoice amount. By signing this Contract, Client is agreeing to these and other expense charges and authorizing them to be incurred in Attorney's discretion.

3. Attorney Fees, Costs and Other Expenses:

The minimum fee is based upon considerations covered by Rule 1.5 of the *Oklahoma Rules of Professional Conduct*. These factors include the time and skill involved, the experience, reputation, and ability of the lawyers, how this case may impact on other cases that cannot be taken because of the time commitments required herein, time limitations imposed by the Client or by the case itself and other proper factors. It is not the desire of Attorney to impact the Client's absolute right to freely discharge Client's Attorney or to in anyway impede Client's rights to discharge Attorney; **in fact, Client is encouraged to fully investigate Attorney in order to be completely assured of the**

decision to employ Attorney. It is strongly suggested that Client give thorough and complete consideration to all factors in order to be completely assured that Client wants to execute this contract and be obligated as otherwise set forth herein. Expenses and attorney fees will be at the rate of \$175.00 per hour for the services of Stephen L. Geris and David W. Lee, and at the rate of \$150.00 per hour for the services of Associate Attorneys. Additionally, Paralegal fees will be drawn at the rate of \$100.00 per hour, Legal Assistant fees will be drawn at the rate of \$60.00 per hour, and Legal Clerk fees will be drawn at the rate of \$40.00 per hour. *IF CLIENT HAS ANY RESERVATIONS WHATSOEVER, THEY NEED TO BE ADDRESSED PRIOR TO SIGNING THIS CONTRACT.* Due to the fact that some cases may become protracted, the hourly rates set forth above may increase; however, Client will be promptly notified.

Attorney's fees, as well as Paralegal, Legal Assistant and Legal Clerk fees, will be charged for varying activities. Many of the fees may be created by the opposing party. Fee items may include: phone conversations, drafting correspondence and pleadings, receiving correspondence and pleadings, conferences or meetings, court appearances, appearances at meetings, travel time, investigative work, legal research, interviewing witnesses, conferencing with the Client, e-mail correspondence, responding to Client inquiries, reviewing documents or other items, etc. All time is billed in six-minute intervals.

4. This contract covers only representation of The City of Shawnee, Oklahoma, in the litigation matter described above in numerical paragraph 1. It does not cover an appeal. If appeal rights are available, the decision to appeal will need to be addressed, if necessary, at the appropriate time. Nothing within this contract is meant to convey the likelihood of a successful ruling or outcome.

5. Other Provisions:

A. Client understands that Attorney does not represent that Attorney has any particular skill in the areas of taxation, probate or finance and is not relying on the advice of Attorney in any of those fields. Client understands that it is in Client's best interest to employ others who are skilled in those areas of expertise, if warranted.

B. Client understands that the preparation and trial of this matter may be very time consuming and may require the gathering and production of volumes of materials. Client agrees to fully cooperate with Attorney and exercise Client's best efforts to gather and assimilate these materials on a prompt basis. Client also understands that in certain types of litigation it is possible that Client could be responsible for the opposing parties' attorney fees and costs. This can occur due to a failure to cooperate in discovery (depositions, document production, etc.) due to a prior contractual relationship between the parties, or because the law simply allows it. For example, in some civil rights cases a prevailing defendant can recover attorney fees from the other party; in an employment lawsuit a prevailing defendant can recover costs. Client needs to be aware that opposing attorneys seem to be getting more and more aggressive in this regard and that the law could possibly change to Client's detriment even after the date of this contract.

C. **Client agrees to cooperate fully and truthfully with Attorney at all times.** Client will keep Attorney advised as to present address, telephone number and contact information at all times. Client also agrees to use Client's very best efforts to help obtain information, documents, witnesses and anything else that Attorney deems helpful to the defense of this action. In the event the Client fails to substantially fulfill this or any obligation to the Attorney, the Client will be given reasonable warning that the obligation must be fulfilled before the Attorney will withdraw from the case. If the situation is not immediately corrected Attorney shall be permitted to withdraw without further obligation under the terms of the agreement. Nothing contained herein shall preclude Attorney from withdrawing for other good cause. In the event of a withdrawal, Attorney will take such steps as are reasonably practicable to protect Client's interests, such as giving reasonable notice to Client and allowing time for employment of other counsel.

D. It is further agreed that this case will not be compromised or settled without the consent of Client and that Client will not settle or compromise the case without keeping Attorney fully informed.

E. Client and Attorney agree that in the event of a dispute concerning this contract that venue will be exclusively in Oklahoma County, that the laws of the State of Oklahoma apply and that the prevailing party will be entitled to a reasonable attorney fee and costs of litigation.

ACCEPTED AND AGREED TO ON THE DATE ABOVE WRITTEN.

CITY OF SHAWNEE

Wes Mainord, Mayor
Shawnee City Hall
16 W. 9th Street
Shawnee, OK 74801-6812

ATTEST:

City of Shawnee City Clerk

COLLINS, ZORN & WAGNER, P.C.

Stephen L. Geries, Attorney at Law

Regular Board of Commissioners

8.

Meeting Date: 10/19/2015

Sales Tax

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge Sales Tax Report received October 2015.

Attachments


Sales Tax 10-2015

City of Shawnee Memorandum



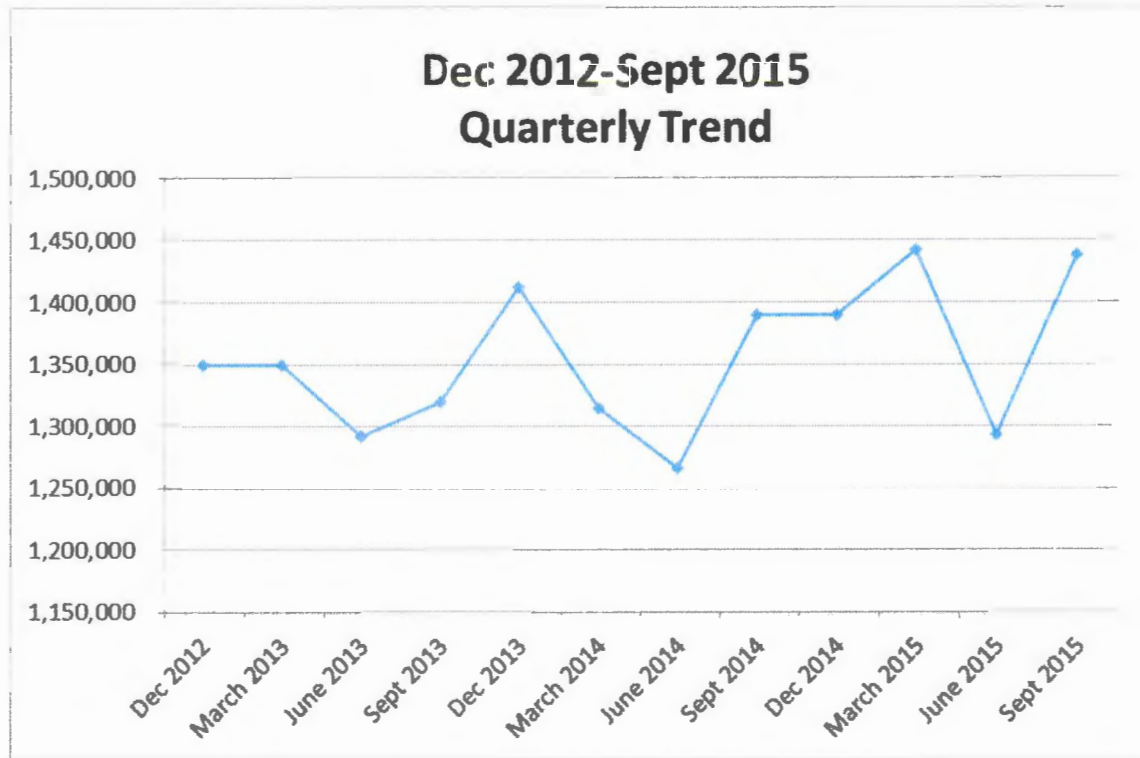
To: Mayor and City Commissioners

CC: Justin Erickson, City Manager

From: Cynthia R Sementelli, Finance Director 

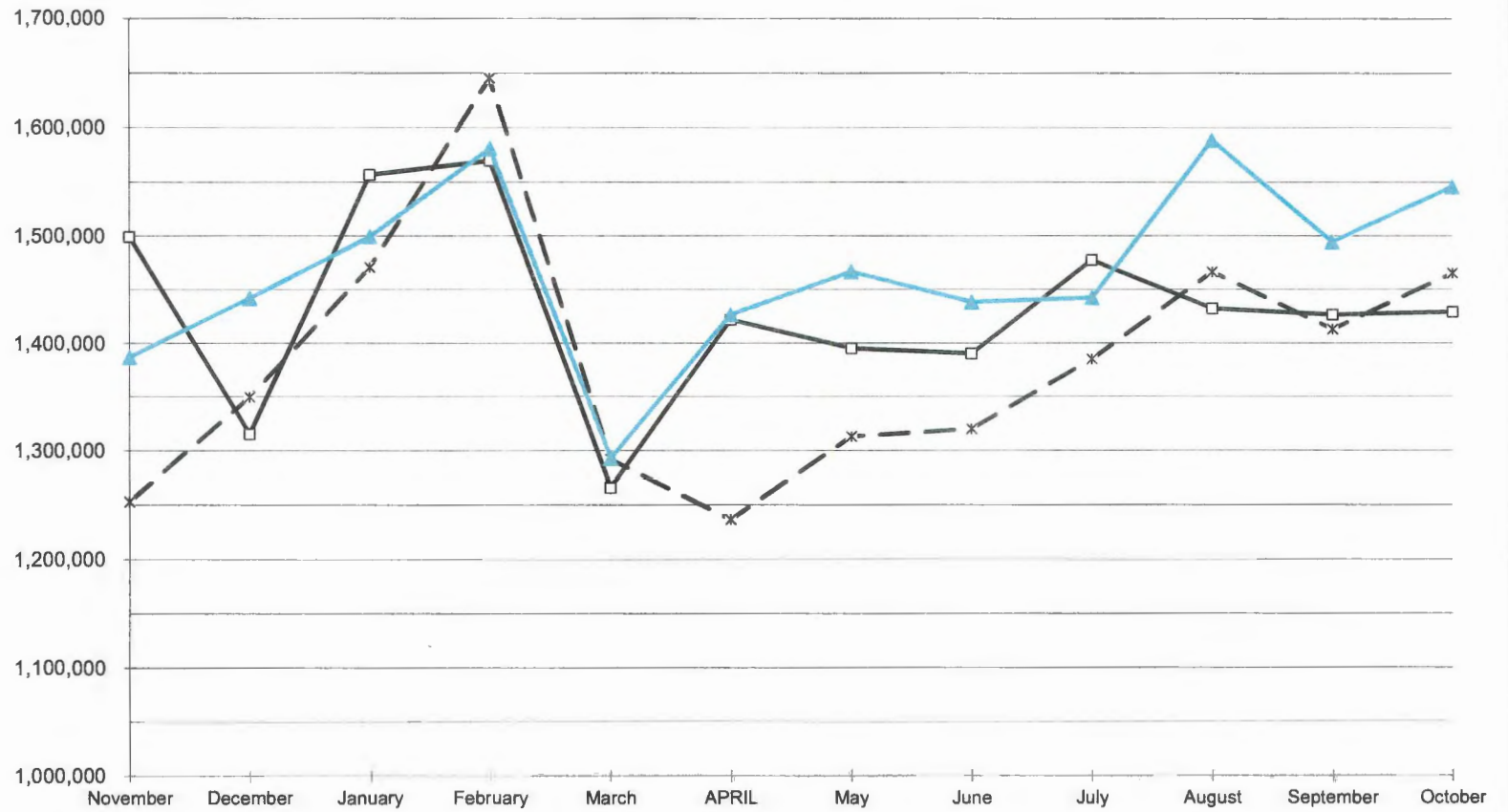
Date: October 14, 2015

October sales tax collected was \$1,545,244.93 up \$116,634 or 8.14% over last year. We are 5.7% or \$80,182 over October 2013 figures. For fiscal year 2015-2016 we are up 5.29% over fiscal year 2014-2015



	November 2012	November 2013	November 2014	Increase (Decrease)	
	through	through	through	Over	Prior Year
Month	October 2013	October 2014	October 2015	Amount	Percentage
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	9.04%
January	1,470,565	1,556,616	1,499,067	(57,550)	(3.70%)
February	1,645,070	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%
May	1,312,710	1,394,972	1,466,536	71,564	5.13%
June	1,319,813	1,390,155	1,438,144	47,989	3.45%
July	1,385,055	1,477,552	1,442,218	(35,334)	(2.39%)
August	1,466,250	1,432,227	1,588,410	156,183	10.90%
September	1,412,708	1,426,359	1,494,203	67,844	4.76%
October	1,465,063	1,428,921	1,545,245	116,324	8.14%
Total	16,607,928	17,177,690	17,602,286	424,596	2.47%
		Prior Year	Current Year	Increase (Decrease)	
Period		Actual	Actual	Over	Prior Year
Fiscal Year to Date		5,765,059	6,070,075	305,016	5.29%

Sales Tax -Nov 2012-Oct 2015



—x— November 2012 through October 2013
—□— November 2013 through October 2014
—△— November 2014 through October 2015

Regular Board of Commissioners

9.

Meeting Date: 10/19/2015

CM Update

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

City Manager Update
