

AGENDA
BOARD OF CITY COMMISSIONERS
March 2, 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 February 17, 2015 regular meeting.
 - b. Authorize staff to solicit Request for Qualifications for engineering of the Municipal Auditorium Heating and Air Conditioning (HVAC) system.
 - c. Budget amendment – General Fund
Purchase of Property Located at 227 North Broadway, Shawnee, Oklahoma
 - d. Lake Lease Renewals:

RENEWALS

- Lot 6 Johnston Tract, 16708 Magnino Road
Lessee: Kelly & Janita Davis
 - Lot 3 Mosler Tract, 16404 Archery Range Road
Lessee: Link Cowen
2. Citizens Participation

(A three minute limit per person)
(A twelve minute limit per topic)
 3. Presentation by City Manager to Employee of the Month, Jared Cooper, Planning Department.
 4. Mayor's Proclamations:
"Red Cross Month"
March 2015

"Severe Weather Preparedness Week"
March 1-7, 2015

5. Discussion, consideration and possible action regarding Oklahoma Gas & Electric's (OG&E) proposal to provide lighting around the Shawnee Airport Trail.
6. New Business
(Any matter not known about or which could not have been reasonably foreseen prior to the posting of the agenda)
7. Commissioners Comments
8. 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: 03/02/2015

CC Minutes

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the February 17, 2015 regular meeting.

Attachments

CC Minutes 2/17/2015

BOARD OF CITY COMMISSIONERS PROCEEDINGS
FEBRUARY 17, 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, Tuesday, February 17, 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

Gary Vogel

Commissioner Ward 1

Linda Agee

Commissioner Ward 2

James Harrod

Commissioner Ward 3-Vice Mayor

Keith Hall

Commissioner Ward 4

Lesa Shaw

Commissioner Ward 5

Micheal Dykstra

Commissioner Ward 6

ABSENT: None

INVOCATION

The Lord's Prayer

FLAG SALUTE

Led by Commissioner Vogel

AGENDA ITEM NO. 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 February 2, 2015 regular meeting.
- c. Acknowledge the following reports and minutes:
 - License Payment Report for January 2015
 - Project Payment Report for January 2015

- Planning Commission Minutes from the November 5, 2014 meeting.
- d. Budget amendment – Capital Fund 301
Project Funding for Heart of Oklahoma Exposition Center
- e. Budget amendment – General Fund
Red Cross Storm Shelter Grant
- f. Authorize staff to request bids for Boy Scout Park Restroom Project.
- g. Lake Lease Transfer:

TRANSFER

- Lot 7 Belcher Tract, 15413 Nickens Road
From: C. McQuitty and D. McQuitty
To: D. Cline and T. Cline

The Mayor asked that Agenda Item No. 1(d) be pulled for separate consideration.

A motion was made by Commissioner Hall, seconded by Vice Mayor Harrod, to approve the Agenda Item Nos. 1(a-g), less item 1(d). Motion carried 7-0.

AYE: Hall, Harrod, Mainord, Shaw, Dykstra, Vogel, Agee
NAY: None

Regarding Agenda Item No. 1(d), Mayor Mainord expressed concern that the Heart of Oklahoma Exposition Center (Expo) needs to do more toward payment of this project. Expo Director Mike Jackson reported this money is being requested for stall repair. He state that the Expo Board has already spent \$60,000.00 on this project. Additionally, he stated that \$50,000.00 should finish the project. Expo staff will only ask for \$50,000.00 in the next fiscal year and not the normal \$100,000.00 requested for repairs and maintenance.

A motion was made by Commissioner Dykstra, seconded by Vice Mayor Harrod, to approve the Agenda Item No. 1(d). Motion carried 7-0.

AYE: Dykstra, Harrod, Mainord, Hall, Shaw, Vogel, Agee
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: Presentation by Creative Magic Children's Theatre.

Jeff and Valarie Hames with Creative Magic Theatre Group gave a presentation regarding the Creative Magic Children's Theatre. Currently, through a partnership with Senior Citizens, Inc., they are utilizing the Municipal Auditorium for their plays after having outgrown the Ritz Theatre. Their productions use students from Shawnee and the surrounding areas. They hope to bring more people to see their productions and also to increase awareness of the Municipal Auditorium.

AGENDA ITEM NO. 4: Presentation of Audited Financial Statements for the City of Shawnee and Related Authorities for the Fiscal Year 2013-2014.

Ann Cole with Arledge and Associates provided a presentation of the audited financial statements. She stated there were no findings and it was a clean audit opinion.

AGENDA ITEM NO. 5: Discussion concerning fire run fees, fire service area, mutual aid agreements and fire service outside city limits.

Interim Fire Chief Dru Tischer gave an update and presentation concerning fire run fees, fire service area, mutual aid agreements and fire service outside the city limits. Currently the fire run fees are \$100.00 per hour per apparatus. The Commission discussed the possible need for an additional fire station in the Shawnee Lake area, as well as the need to increase fire run rates outside our service area. City staff will continue to research this issue and will provide additional information to the Commission.

AGENDA ITEM NO. 6:

Consider Oklahoma Municipal Retirement Fund lump sum payment from Defined Benefit Plan and refund of contributions from the Defined Contribution Plan for Loyd Davis, Jr.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Hall, to approve the Oklahoma Municipal Retirement Fund lump sum payment from Defined Benefit Plan and refund of contributions from the Defined Contribution Plan for Loyd Davis, Jr. Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 7:

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

Interim City Manager Justin Erickson gave a staff report regarding the discussions and history of the Visit Shawnee Incorporation (VSI) contract. He highlighted the differences in the contracts provided by VSI and the City of Shawnee. Mr. Erickson stated that the City feels like VSI's version does not follow the recommendations of mediator Bill Geist. Staff's recommendation is to attempt further negotiations.

Mr. Randy Gilbert, VSI board member, was present and gave his input on the organization. He stated there were areas in the City's contract that the VSI board felt were too restrictive, especially regarding the \$2,500 spending limit.

City Attorney Mary Ann Karns stated that the \$2,500 spending limit was required only for items not budgeted.

After further discussion, a motion was made by Vice Mayor Harrod, seconded by Commissioner Dykstra, for the Mayor to appoint two Commissioners to work with City staff and the VSI board in an effort to negotiate a contract agreeable to all parties; and to defer this item until the March 16, 2015 City Commission meeting. Motion carried 7-0.

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

NAY: None

The Mayor appointed Commissioners Agee and Dykstra to work with staff and the VSI board on the contract issue.

AGENDA ITEM NO. 8: Public hearing and consideration of an ordinance to rezone the Golden Acres Cottages II located on West MacArthur Street between Leo Street and Ellis Drive from R-1; Single Family Residential to PUD; Planned Unit Development.
Case No. P02-15; Applicant: The Land Run Group, LLC

Assistant City Planner Justin Debruin gave a staff report regarding both Agenda Item Nos. 8 and 9.

Mayor Mainord declared a public hearing in session to consider an ordinance rezoning the Golden Acres Cottages II located on West MacArthur Street between Leo Street and Ellis Drive from R-1; Single Family Residential to PUD; Planned Unit Development. No one appeared in favor or against said rezoning. The public hearing was closed.

A motion was made by Commissioner Hall, seconded by Vice Mayor Harrod, to approve the ordinance rezoning the Golden Acres Cottages II located on West MacArthur Street between Leo Street and Ellis Drive from R-1; Single Family Residential to PUD; Planned Unit Development.

Ordinance No. 2557NS was introduced.

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, OKLAHOMA, FROM R-1 TO PUD; PLANNED UNIT DEVELOPMENT AS DESCRIBED BELOW, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE, ACCORDINGLY.

Motion carried 7-0.

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

NAY: None

Ordinance No. 2557NS was adopted by the City Commission.

AGENDA ITEM NO. 9:

Consider approval of a Preliminary Plat for Golden Acres Cottages II located on West MacArthur Street between Leo Street and Ellis Drive.

Case No. S01-15; Applicant: The Land Run Group, LLC

A motion was made by Vice Mayor Harrod, seconded by Commissioner Hall, to approve the Preliminary Plat for Golden Acres Cottages II located on West MacArthur Street between Leo Street and Ellis Drive with the following conditions:

1. Final construction documents must be approved by the City Engineer concurrent with Final Plat approval.
2. Limits-of-no-access shall be required along MacArthur Street.
3. The final engineered drainage plan must be approved by the City Engineer concurrent with Final Plat approval.
4. Approval of the following deviations:
 - a. The inclusion of two (2) monument signs not to exceed 18 square feet, located at each entrance. According to Section 3-84.B. of the Shawnee Sign Code, multi-family residential sites under five (5) acres in size are allowed one (1) ground sign, not to exceed twenty 20 square feet.
5. A sight-proof fence shall be required along the entire western extent of the property.
6. All other applicable City standards apply.

Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 10:

Discussion, consideration and possible action to confirm agreement for legal services with the Love Law firm.

City Attorney Mary Ann Karns gave a staff report regarding the agreement with the Love Law Firm.

A motion was made by Commissioner Hall, seconded by Vice Mayor Harrod, to confirm the agreement for legal services with the Love Law firm. Motion carried 6-1.

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

NAY: Shaw

AGENDA ITEM NO. 11:

Discussion, consideration and possible action on an ordinance relating to Citizen Participation.

Commissioner Agee gave a brief history regarding this ordinance. She has amended the ordinance to address the items of concern previously expressed by the board.

A motion was made by Commissioner Hall, seconded by Commissioner Agee, to approve an ordinance relating to Citizen Participation with one change on the proposed Ordinance – in the second paragraph of Section 1 it should read “place on the agenda before”... and take out the word “just.”

Ordinance No. 2558NS was introduced.

AN ORDINANCE AMENDING CHAPTER 2, ARTICLE II, DIVISION 1 OF THE SHAWNEE MUNICIPAL CODE BY ENACTING A NEW SECTION PROVIDING FOR CITIZEN PARTICIPATION AT CITY COMMISSION MEETINGS, PROVIDING FOR REPEAL, PROVIDING FOR SEVERABILITY, PROVIDING FOR CODIFICATION AND DECLARING AN EMERGENCY.

Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 12:

Acknowledge Sales Tax Report received February 2015.

Cynthia Sementelli, Finance Director, reported that February sales tax collected this month was \$1,580,608.00. Compared to last year's it is up \$11,151.00 or 0.71%.

AGENDA ITEM NO. 13:

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. 14:

Commissioners Comments

The Mayor stated that there are merger talks going on regarding the County Dispatch Center.

He also stated that the Insurance Work Group had a meeting today. Commissioner Agee has asked to resign from the Insurance Committee and Commissioner Vogel is replacing her on the committee.

Commissioner Hall stated that the sidewalks are inconsistent on Kickapoo between I-40 and 45th Street. He asked if there was anything that could be done to move the project along.

Commissioner Agee stated that there is a Downtown Shawnee seminar on February 26, 2015 from 8:30 a.m. to 12:00 p.m. at 120 N. Broadway at Vintage Venue. She invited anyone with a passion for the downtown area to attend.

Commissioner Shaw stated that the grand opening of the new Chik-fil-a restaurant was well done. She further inquired about the wind capacity specifications on the new lights on Kickapoo Street.

RECESS CITY COMMISSION MEETING BY THE POWER OF THE CHAIR TO CONVENE SHAWNEE AIRPORT AUTHORITY AND SHAWNEE MUNICIPAL AUTHORITY (8:39 P.M.)

RECONVENE CITY COMMISSION MEETING BY THE POWER OF THE CHAIR (8:44 p.m.)

AGENDA ITEM NO. 15:

Discussion, consideration and possible action to go into Executive Session for discussion in accordance with 25 O.S. §307B(3), purchase or appraisal of real property.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Hall, to enter into Executive Session for discussion in accordance with 25 O.S. §307B(3), purchase or appraisal of real property. Motion carried 7-0.

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

NAY: None

COMMISSIONERS ENTERED INTO EXECUTIVE SESSION AT 8:44 P.M. WITH ALL MEMBERS PRESENT.

COMMISSIONERS RECONVENED FROM EXECUTIVE SESSION AT 8:50 P.M. WITH ALL MEMBERS PRESENT.

AGENDA ITEM NO. 16: Consider matters discussed in Executive Session in accordance with 25 O.S. §307B(3), purchase or appraisal of real property.

A motion was made by Commissioner Vogel, seconded by Vice Mayor Harrod, to authorize the City Manager to enter into a contract for the purchase of the office building at 227 North Broadway, Shawnee, Oklahoma for \$200,000.00, closing on or after March 3, 2015. Motion carried 6-1.

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

AGENDA ITEM NO. 17: Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (8:52 p.m.)

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Regular Board of Commissioners

1. b.

Meeting Date: 03/02/2015

Muni HVAC Memo

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Authorize staff to solicit Request for Qualifications for engineering of the Municipal Auditorium Heating and Air Conditioning (HVAC) system.

Attachments

Muni HVAC Memo

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
GARY VOGEL
LINDA AGEE
JAMES HARROD
KEITH HALL
LESA SHAW
MICHEAL DYKSTRA

Date: February 24, 2015
To: Mayor and City Commissioners
From: James Bryce, Director of Operations
RE: RFQ for Auditorium HVAC Design

Nature of the Request:

Staff requests authorization to solicit RFQ s from qualified design firms for the engineering of the Auditorium HVAC system.

Staff Analysis, Considerations:

For several years the City has been putting money back in order to design and install an HVAC system in the Municipal Auditorium. Currently the facility does not have AC nor has it ever and the heating system is dangerous and requires many repairs each year. There is also companies that have refused to work on the equipment due to hazardous environment. The current system was a coal fired boiler system that was converted to a natural gas system sometime in the late 70s or early 80s. The system requires City employees to go in two and three times a day to reset and start up the furnace. Employees are warned to stay well to the side of the furnace when starting because fire will shoot out when it lights.

During the summer, activities are limited to the evening time due to the temperature inside during the day. This building is grossly under used due to this. With an AC system, the potential of use for many different functions goes up dramatically. Currently the City has contracted with the Senior Center to operate the facility allowing them rent out the facility and use the funds raised to improve the interior and cushion their budget some.

Staff is only looking to design the system at this time in order to be ready for the coming new fiscal year where we hope to ask to go out for bid to complete the project.

Recommendation:

Staff supports soliciting for RFQs and will bring back for approval from the commission any recommendation to contract with a firm derived from the RFQs.

Budget Consideration:

Project will be funded from the 3rd penny Capital Outlay fund.

Account #301 5-1120-5420 509 1120-01

Currently the account balance is \$425,000.00

Regular Board of Commissioners

1. c.

Meeting Date: 03/02/2015

Budget Amd Property Purchase

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Budget amendment – General Fund

Purchase of Property Located at 227 North Broadway, Shawnee, Oklahoma

Attachments

Budget Amd Purchase

Regular Board of Commissioners

1. d.

Meeting Date: 03/02/2015

Lake Leases

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Lake Lease Renewals:

RENEWALS

- Lot 6 Johnston Tract, 16708 Magnino Road
Lessee: Kelly & Janita Davis
 - Lot 3 Mosler Tract, 16404 Archery Range Road
Lessee: Link Cowen
-

Attachments

Davis Lake Lease

Cowen Lake Lease



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 | 02-17-2015 | License No. 010117 |
| Type | <input checked="" type="checkbox"/> Renewal | <input type="checkbox"/> Transfer (<i>Fee: \$1,000</i>) |
| Commission Meeting Date | MARCH 2 ND , 2015 | |
| Property Address | 16708 MAGNINO RD | |
| Lake Site Location | LOT 6 JOHNSTON TRACT | |
| Lease Dates | 02/07/2015 – 02/06/2045 | |
| Lease Fee (changes annually) | \$662.00 | |
| Inspection Fee | \$75.00 | Applicable: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Lessee (Transfer To) | | |
| Name(s) | | |
| Address | SEE FILE | |
| Phone | SEE FILE | |
| Current Lessee (Transfer From) <i>(if applicable)</i> | | |
| Name(s) | KELLY & JANITA DAVIS | |
| Address | SEE FILE | |
| Phone | SEE FILE | |
| 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 | 01-19-2015 | |
| Misc. Comments | | |
| | Total Charges Paid: \$737.00 | |

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# 010117**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

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

KELLY DAVIS
of 17124 MELODIE LANE CHOCTAW OK 73020 ,
JANITA DAVIS
of 17124 MELODIE LANE CHOCTAW OK 73020 ,
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of \$ 737.00 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:

**16708 MAGNINO RD
LOT 6 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 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.

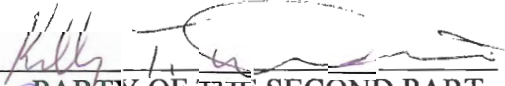
IN WITNESS WHEREOF, party of the first part has caused its name to be affixed hereto by the Mayor of the City of Shawnee, Oklahoma, and attested by the City Clerk, and the party of the second part hereunto affixed his/her name the day and year first above written.

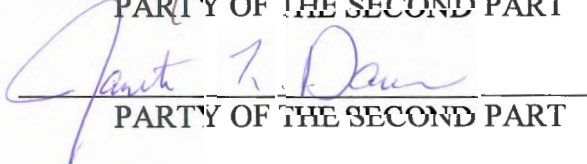
CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

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 | 02/24/2015 | License No. 010118 |
| Type | <input checked="" type="checkbox"/> Renewal | <input type="checkbox"/> Transfer (<i>Fee: \$1,000</i>) |
| Commission Meeting Date | 03/02/2015 | |
| Property Address | 16404 ARCHERY RANGE RD. | |
| Lake Site Location | LOT 3 MOSLER TRACT | |
| Lease Dates | 1/31/2015 – 1/31/2045 | |
| 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) | | |
| Address | SEE FILE | |
| Phone | SEE FILE | |
| Current Lessee (Transfer From) <i>(if applicable)</i> | | |
| Name(s) | LINK COWEN | |
| Address | SEE FILE | |
| Phone | SEE FILE | |
| Inspection Information | | |
| Inspection Required | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Due 10/03/2017) | |
| 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 | 10/03/2012 | |
| 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# 010118**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of January 30, 2015 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

LINK COWEN
of 655 N BROADWAY AVE SHAWNEE OK 74801-6260 ,

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:

**16404 ARCHERY RANGE RD
LOT 3 MOSLER 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

Regular Board of Commissioners

3.

Meeting Date: 03/02/2015

EOM Cooper

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Presentation by City Manager to Employee of the Month, Jared Cooper, Planning Department.

Regular Board of Commissioners

4.

Meeting Date: 03/02/2015

Proclamations

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Mayor's Proclamations:

"Red Cross Month"

March 2015

"Severe Weather Preparedness Week"

March 1-7, 2015

Attachments

[Red Cross Proclamation](#)

[Weather Proclamation](#)

City of Shawnee



Proclamation

"AMERICAN RED CROSS MONTH"



Whereas, March is American Red Cross Month - a special time to recognize and thank our Everyday Heroes - those who reach out to help people in need. American Red Cross heroes help disaster victims recover. They give blood to help a hospital patient. They brighten the day of an injured service member. They step forward to help someone having a heart attack; and

Whereas, we would like to remember our heroes here in Shawnee who give to help people in need. They work tirelessly to help in time of disaster, when someone needs life-saving blood, or the comfort of a helping hand. They provide round-the-clock support to members of the military, veterans and their families, and teach lifesaving classes in CPR, aquatics safety and first aid. Red Cross volunteers responded to 103 local emergencies and assisted 181 families with emergency food, clothing or shelter; served over 300 members of the military; citizens from this area donated 173 units of blood which can save up to 519 lives; and

Whereas, across the country and around the world, the American Red Cross responded to disasters. When an injured service member ended up in a hospital far from home, the American Red Cross offered comfort. When a hospital patient needed blood, American Red Cross blood donors helped them. When a lifeguard jumped in to save a drowning child or someone stepped up to help a heart attack victim, the American Red Cross was there; and

Whereas, we dedicate the month of March to all those who support the American Red Cross mission to prevent and alleviate human suffering in the face of emergencies. Our community depends on the American Red Cross, which relies on donations of time, money and blood to fulfill its humanitarian mission.

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

"AMERICAN RED CROSS MONTH"



In the city of Shawnee, Oklahoma
Dated this 2nd day of March, 2015

Wes Mainord, Mayor

Phyllis Loftis, CMC, City Clerk

City of Shawnee



Proclamation

“SEVERE WEATHER PREPAREDNESS WEEK”

Whereas, the climate of Oklahoma is conducive to the development of Severe Weather; and

Whereas, the citizens of Shawnee have the potential of being adversely affected by such weather conditions; and

Whereas, the most likely time for severe weather including tornadoes, flash flooding, and dangerous lightning in Oklahoma are the months of April, May, and June, but severe weather can happen anytime of the year when weather conditions are favorable; and

Whereas, it is recognized that where appropriate actions are taken in response to such conditions, fewer people are injured or killed; and

Whereas, it is vital that we further an awareness of the dangers of such weather conditions and the protective measures citizens can take before, during, and after such events; and

Whereas, Shawnee/Potawatomie County Emergency Management, the National Weather Service, the Oklahoma Department of Emergency Management, the Oklahoma Emergency Management Association, and the Oklahoma Floodplain Managers Association, are partnering to work with the citizens of Oklahoma and news media to disseminate information to the people of our state on severe weather preparedness, with an emphasis on tornado safety.

Now Therefore, I, Wes Mainord, Mayor of the City of Shawnee, Oklahoma, do hereby proclaim March 1st through 7th, 2015 as

“SEVERE WEATHER PREPAREDNESS WEEK”

In the City of Shawnee, Oklahoma
Dated this 2nd day of March, 2015

Wes Mainord, Mayor

Phyllis Loftis, CMC, City Clerk

Regular Board of Commissioners

5.

Meeting Date: 03/02/2015

Airport Trail Lighting

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion, consideration and possible action regarding Oklahoma Gas & Electric's (OG&E) proposal to provide lighting around the Shawnee Airport Trail.

Attachments

Airport Trail Lighting Memo

| | | |
|---|--|---|
| <p>Mayor WES MAINORD</p>  | <p>The City of Shawnee PO Box 1448 Shawnee Oklahoma 74802-1448 (405) 273-1250 Fax (405) 878-1581 www.ShawneeOK.org</p> | <p>Commissioners GARY VOGEL LINDA AGEE JAMES HARROD KEITH HALL LESA SHAW MICHEAL DYKSTRA</p> |
|---|--|---|

M E M O R A N D U M

Date: February 25, 2015

To: Justin Erickson, Interim City Mgr.

From: John Krywicki, P.E., City Engineer



Re: Proposed Lighting Project Around Airport Trails

Nature of the Request:

1. Request approval of OGE's lighting proposal to provide and install lighting along the perimeter of the Airport Trails facility.

Staff Analysis, Considerations:

The City recently completed the new airport trails facility traversing around the perimeter of the Shawnee Regional Airport (see attached aerial). Lighting was not included in the original trails project, but was anticipated to be provided in subsequent year(s) as funding became available. There is an absolute need to provide illumination of the trails facility so that the public may be able to enjoy the use of the facility into the evening and night hours.

Last summer, the City Commission accepted and approved the AVEDIS Foundation Grant agreement whereby the City committed to receiving \$641,742.00 from Avedis, of which \$147,000 was to be used for the Airport Trails Lighting project. City staff requested of OGE last September to provide a cost proposal for designing, and providing & installing a lighting project along the perimeter of the trails facility. OGE has now submitted their cost proposal and staff will present it to the City Commission at their March 2, 2015 Commission Meeting for consideration.

Budget Considerations:

The OGE cost proposal for designing, and providing the materials, lights, fixtures, labor, and equipment to install the lighting project is a lump sum cost at \$207,693.20. With the previous received Avedis grant of \$147,000, the City of Shawnee would have to provide the difference (\$60,693.20) in order to get the project constructed, plus, the City would be required to pay the monthly electrical charges for the electricity used by the fixtures, as has been normal

practice in the past. The City's portion of the construction project can be taken out of fund balance.

Recommendations:

Staff is recommending that the City Commission approve the OGE proposal for providing and installing the lighting project.

If you have any questions or need additional information, please advise.



Wednesday, February 5, 2015

The City of Shawnee
Attn: John M. Krywicki, P.E.
PO Box 1448
Shawnee, Oklahoma 74802-1448
jkrywicki@shawneeok.org

Mr. Krywicki:

This letter is in regards installing decorative lighting around the perimeter of Shawnee Airport Trail. Scope includes installing seven overhead transformers, upgrading one existing transformer location, installing 158-13ft black fluted concrete poles (D641), 158-Torch 175W 14 kLumen Mercury Halide luminaries, 159-poly connection boxes, trenching for UG cable, and 2460ft of directional boring to cross trail, private drives, and roadway. There are two transformer locations on the west side of airport that may require third party easements to be determined prior to construction. There is a total one time cost of \$207,693.20 for installation with the standard lighting charges of approximately \$3,377.25 added to your monthly OG&E account.

This estimate is valid for ninety (90) days, includes all material and installation. If you have any questions please feel free to contact me by email or phone.

Sincerely,
Jeffrey Wilson
Oklahoma Gas & Electric
wilsonjp@oge.com
work: (405) 553-8247

Ref# WO# 7360080

