

AGENDA
BOARD OF CITY COMMISSIONERS
October 5, 2015 AT 6:30 P.M.
COMMISSION CHAMBERS AT CITY HALL
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

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

1. Consider approval of Consent Agenda:
 - a. Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in 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 McLoud 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.
2. Citizens Participation
- (A three minute limit per person)
(A twelve minute limit per topic)
3. Mayor's Proclamation:
"Fire Prevention Week"
October 4-10, 2015
4. Presentation by City Manager to Employee of the Month, Chelsea Holt, Dispatch Department.
5. Consider Bids:
- a. Main St. Streetscape Project from Beard St. to Oklahoma Ave., COS-PW-14-03 (Award)
 - b. Emergency Generator at North Radio Tower Site (Award)
 - c. North Radio Tower Site Antenna System (Award)
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. b.

Meeting Date: 10/05/2015

CC Minutes 09-21-2015

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the September 21, 2015 regular meeting.

Attachments

CC Minutes 09-21-2015

BOARD OF CITY COMMISSIONERS PROCEEDINGS
SEPTEMBER 21, 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, September 21, 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

Micheal Dykstra

Commissioner Ward 6

ABSENT: None

INVOCATION
FLAG SALUTE

The Lord's Prayer
Led by Vice Mayor Harrod

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 Agenda Item No. 6.
 - b. Minutes from the September 8, 2015 regular meeting and September 14, 2015 Special Call meeting.
 - c. Acknowledge the following reports:
 - License Payment Report for August 2015
 - Project Payment Report for August 2015

d. Lake Lease Transfers:

TRANSFERS:

- Lot 10 Coffman Tract, 15201 Perry Rd.
From: David and Charlotte Manning
To: David Griffin and Jeremy Higdon
- Lot 3 Damron Tract, 33707 Belcher Rd.
From: John Stuart and Sandra Howard
To: Sandra Howard
- Lot 14 Belcher Tract, 33202 Post Office Neck
From: James and Billie White
To: Joseph and Kristi Shiff

- e. Confirm and approve City Manager's hiring of Michael Dru Tischer as Fire Chief.
- f. Acknowledge Workers Compensation Settlement – Tod Duncan.
- g. Accept water line improvements for Belmont Park Addition and placing Maintenance Bond into effect.
- h. Accept public improvements, i.e. streets & paving, sanitary sewer, and water line for the Hyatt Addition III and placing Maintenance Bonds into effect.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Agee, to approve Consent Agenda Item No. 1(a-h). Motion carried 6-0.

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

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:

Consider an ordinance prohibiting parking on Plaza Drive from Kickapoo east on both sides of the street and on West Slover Street from Leo Street west to the Canadian River on both sides of the street. (*Traffic Commission's recommendations approved at September 8, 2015 City Commission meeting.*)

A motion was made by Commissioner Hall, seconded by Vice Mayor Harrod, to approve an ordinance prohibiting parking on Plaza Drive from Kickapoo east on both sides of the street and on West Slover Street from Leo Street west to the Canadian River on both sides of the street.

Ordinance No. 2575NS was introduced.

AN ORDINANCE AMENDING SECTION 16-138, CHAPTER 16, ARTICLE V OF THE CODE OF THE CITY OF SHAWNEE, OKLAHOMA; PROVIDING FOR NO PARKING ON PORTIONS OF CERTAIN STREETS; NAMING SAID STREETS; DESIGNATING THE PORTIONS WHERE PARKING IS PROHIBITED AND OTHER CONDITIONS RELATING TO PARKING; AND DECLARING AN EMERGENCY.

Motion carried 6-0.

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

NAY: None

A motion was made by Vice Mayor Harrod, seconded by Commissioner Dykstra, to approve emergency clause relating to Ordinance No. 2575NS. Motion carried 6-0.

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

NAY: None

Ordinance No. 2575NS was adopted by the City Commission.

AGENDA ITEM NO. 4:

Consider Oklahoma Municipal Retirement Fund (OMRF) lump sum payment from Defined Benefit Plan for Charles Huff.

A motion was made by Commissioner Hall, seconded by Commissioner Agee, to approve the Oklahoma Municipal Retirement Fund (OMRF) lump sum payment from Defined Benefit Plan for Charles Huff. Motion carried 6-0.

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

NAY: None

AGENDA ITEM NO. 5:

Discussion, consideration and possible action on Elaine Taylor's appeal of an Administrative Order requiring the demolition of the residential structure located at 1415 East 10th Street.

A staff report was given by Justin DeBruin, Community Development Director. He provided a history of Ms. Taylor's communications with the City and noted that numerous attempts have been made by the City to work with Ms. Taylor. Staff recommends upholding the Administrative hearing officer's recommendation to condemn the structure. Ms. Taylor was not present at the City Commission meeting.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Agee, to deny Elaine Taylor's appeal of an Administrative Order requiring the demolition of the residential structure located at 1415 East 10th Street. Motion carried 6-0.

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

NAY: None

AGENDA ITEM NO. 6:

Consider Bids:

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

<u>BIDDER</u>	<u>AMOUNT</u>
CGC Edmond, OK	\$3,156,360.55
Rudy Construction Co. Oklahoma City, OK	\$4,197,051.00

A-Tech Paving
Edmond, OK

\$4,570,152.00

City Engineer, John Krywicki, read three (3) bids into the record. Mr. Krywicki requested that the bid award be deferred to tabulate and review each bid. The Engineer's estimate of the project was \$2,700,000.00 so additional funding options or project revision will be considered before the bid is awarded. A motion was made by Vice Mayor Harrod, seconded by Commissioner Shaw, to defer the bid award to allow staff to review, tabulate and look at funding options for the Main St. Streetscape project. Motion carried 6-0.

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

b. Emergency Generator at North Radio Tower Site (Open)

VENDOR	Bid Amount	Additional for 2- year Warranty	Additional for 5- year Warranty
Imajenus Broken Arrow, OK	\$30,995.00	\$225.00	\$470.00
Libra Electric Company Oklahoma City, OK	\$39,525.00	\$716.25	\$1597.50
All Phase Electric Inc. Shawnee, OK	\$52,405.00	\$660.00	\$880.00
M&J Contractors LLC Ada, OK	\$37,915.00	Included in Bid	\$1300.00

Emergency Management Director Don Lynch read the bids into the record and requested that the bid award be deferred to the next City Commission meeting on October 5, 2015, to allow staff to review the bids and check references.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Shaw, to defer the bid award to the October 5, 2015 City Commission meeting. Motion carried 6-0.

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

c. North Radio Tower Site Antenna System (Open)

<u>BIDDER</u>	<u>AMOUNT</u>
JTS Dallas, TX	\$35,935.00

Emergency Management Director, Don Lynch, read one (1) bid into the record and requested that the bid award be deferred to the next City Commission meeting on October 5, 2015.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Dykstra, to defer the bid award to the October 5, 2015 City Commission meeting. Motion carried 6-0.

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

AGENDA ITEM NO. 7: Acknowledge Sales Tax Report received September 2015.

Cynthia Sementelli, Finance Director, reported that September sales tax collected this month was \$1,494,202.00, which is up 4.76% from 2014 and up 5.7% from 2013. Ms. Sementelli also stated that a 2% revenue increase was projected for the current fiscal year and we are currently up 4.35%.

AGENDA ITEM NO. 8: City Manager Update

City Manager Justin Erickson, reported that there is a public meeting set for October 5, 2015 from 5:30 p.m. to 6:30 p.m., at the Commission Chambers in the Shawnee City Hall, immediately before the regular City Commission meeting to discuss the branding and community image for Shawnee.

Mr. Erickson stated that the park assessment will be finalized by our consultant and presented at the October 7, 2015 Planning Commission meeting. It will appear on the City Commission agenda on October 19, 2015.

Regarding Fire Station No. 2, Mr. Erickson stated that a Request for Qualifications will be presented to develop plans for repair the fire station. This item will also be on the October 19, 2015 City Commission agenda. He noted that the East Main Fire Station is still being evaluated.

AGENDA ITEM NO. 9:

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

There was no New Business.

AGENDA ITEM NO. 10:

Commissioners Comments

Commissioner Agee reported on the efforts of Historic Shawnee Alliance regarding the painting of downtown buildings. She noted that there was a nice transformation taking place and thanked the over thirty volunteers that have assisted them.

Commissioner Shaw reported that the Community Market will be set up tomorrow (September 22, 2015) located at 1125 East Main Street.

AGENDA ITEM NO. 11:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (6:58 p.m.)

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Regular Board of Commissioners

1. c.

Meeting Date: 10/05/2015

Acknowledge Minutes

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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
-

Attachments

Expo Minutes 08-20-2015

Beautification Minutes 08-13-2015

A MEETING OF THE SHAWNEE
CIVIC AND CULTURAL DEVELOPMENT AUTHORITY
AUGUST 20, 2015
12:30 P.M.
HEART OF OKLAHOMA EXPOSITION CENTER

THE TRUSTEES OF THE SHAWNEE CIVIC AND CULTURAL DEVELOPMENT AUTHORITY MET FOR THEIR REGULAR SCHEDULED MEETING THURSDAY, AUGUST 20, 2015 AT 12:30 PM AT HEART OF OKLAHOMA EXPOSITION CENTER, PURSUANT TO NOTICE DULY POSTED AS PRESCRIBED BY LAW. NOTICE WAS FILED AT CITY HALL ON 8/14/2015 AT 1:12PM.

AGENDA ITEM NO.1

CALL TO ORDER.

THE MEETING WAS CALLED TO ORDER AT 12:53 PM BY MR. RANDY GILBERT, CHAIRMAN.

AGENDA ITEM NO.2

ROLL CALL

TRUSTEES PRESENT: MR. RANDY GILBERT
MRS. SUSAN HAVENS
MRS. RACHEL MONROE-MELOT
MR. TIM BARRICK

TRUSTEES ABSENT: MR. JUSTIN ERICSON
MR. CASEY BELL
MR. KARL KOZEL

ALSO IN ATTENDANCE: MICHAEL JACKSON, OPERATIONS MANAGER; MIKE MCCORMICK, MIKE CLOVER OF STUART & CLOVER, TONY YANN & LAUREN DAUGHTEY OF YANN & ASSOCIATES, AND CINDY SEMINTELLI CITY OF SHAWNEE REPRESENTATIVE.

AGENDA ITEM NO.3

DECLARATION OF A QUORUM

CHAIRMAN MR. RANDY GILBERT, DECLARED A QUORUM.

AGENDA ITEM NO.4

APPROVAL OF MINUTES FROM JUNE SC&CDA MEETING.

THE MOTION MADE BY TRUSTEE HAVENS, SECONDED BY TRUSTEE BARRICK TO APPROVE THE MINUTES AS PRESENTED FOR THE MAY 2015 MEETING. MOTION CARRIED.

AYE: GILBERT, HAVENS, BARRICK, MELOT
NAY: NONE
ABSTAIN:

AGENDA ITEM NO.5

APPROVAL OF MINUTES FROM JULY SPECIAL CALL MEETING.

THE MOTION MADE BY TRUSTEE HAVENS, SECONDED BY TRUSTEE MELOT TO APPROVE THE MINUTES AS PRESENTED FOR THE JULY SPECIAL CALL MEETING. MOTION CARRIED.

AYE: GILBERT, HAVENS, BARRICK, MELOT
NAY: NONE
ABSTAIN:

AGENDA ITEM NO.7

APPROVAL OF THE MONTHLY FINANCIAL REPORT.

THE MOTION MADE BY TRUSTEE BARRICK, SECONDED BY TRUSTEE HAVENS TO APPROVE THE MONTHLY FINANCIAL REPORT AS PRESENTED, MOTION CARRIED.

AYE: GILBERT, HAVENS, BARRICK, MELOT
NAY: NONE
ABSTAIN

AGENDA ITEM NO.8

APPROVAL OF GENERAL CLAIMS.

THE MOTION MADE BY TRUSTEE BARRICK, SECONDED BY TRUSTEE HAVENS TO APPROVE THE GENERAL CLAIMS. MOTION CARRIED.

AYE: GILBERT, HAVENS, BARRICK, MELOT
NAY: NONE
ABSTAIN

	General Claims	
A.	Ask About Windows	\$121.00
B.	Personal Plumbing	\$205.00
C.	Freds Tire & Battery	\$181.61
D.	Arvest Bank	\$502.69
E.	DJ Reveal	\$487.04
F.	AT&T	\$323.99
G.	Communication Services	\$72.00
H.	Arvest Bank	\$625.11
I.	Cintas	\$130.58
J.	Napa	\$74.02
K.	Grimsleys	\$194.35
L.	Shawnee Mill	\$126.80
M.	Lowe's	\$467.55
N.	Buford Whites	\$1,330.33
O.	OG&E	\$18,758.30
P.	Arrow Machinery	\$1,970.00
Q.	INS	\$734.00
R.	Sparks Heat & Air	\$194.75
S.	ONG	\$232.40
T.	ONG	\$478.59
U.	Vision Bank	\$454.04
V.	MetTel	\$782.98
W.	AT&T Mobility	\$53.64
X.	Shawnee Office Systems	\$170.36
Y.	Cutting Edge Lawns	\$3680.00
Z.	Fresh Filtered Air	\$650.00

AA.	Fuelman	\$1,004.88
BB.	CBEW Group	\$5750.00
CC.	Finley & Cook	\$440.00
DD.	Shawnee Chamber	\$300.00
EE.	City of Shawnee	\$4220.77
FF.	Stuart & Clover	\$200.00
GG.	Winkler Door Co	\$308.64
HH.	John Deer Financial	\$113.19
II.	City of Shawnee Surcharge	\$156.00

Add On's

General:

A.	AT&T	\$329.89
B.	ONG	\$231.19

AGENDA ITEM NO.9

APPROVAL OF SPECIAL EVENT CLAIMS

THE MOTION MADE BY TRUSTEE BARRICK, SECONDED BY TRUSTEE MELOT THAT THE SPECIAL EVENT CLAIMS BE APPROVED. MOTION CARRIED.

AYE: GILBERT, HAVENS, BARRICK, MELOT

NAY:

ABSTAIN:

Special Claims

A.	Whitley Cline	\$250.00
B.,	Debbie Schweikert	\$100.00
C.	Shelby Dominique	\$100.00
D.	Jesse Denney	\$100.00
E.	Kenzie Huffman	\$100.00
F.	Jacob Scroggins	\$100.00
G.	Hanna Wallace	\$250.00
H.	Jacob Spencer	\$100.00
I.	Kolt Forinash	\$100.00
J.	Alyson Duzik	\$100.00
K.	Sydney Case	\$100.00

L.	Madeline McClaran	\$250.00
M.	Nathan Hatchel	\$100.00
N.	Larime Glenn	\$100.00
O.	Kelton Tynes	\$250.00
P.	Tyler Crone	\$250.00
Q.	Koal Livingston	\$100.00
R.	Clayton Coone	\$1,000.00
S.	Devin Wright	\$750.00
T.	Masen Foris	\$600.00
U.	Kelsey Phillips	\$1,150.00
V.	Jayme Flowers	\$750.00
W.	Tyler Montano	\$750.00
X.	Chance Merrill	\$350.00
Y.	Layton Hibler	\$200.00
Z.	Nathan Labor	\$300.00
AA.	Makenzi Pickett	\$500.00
BB.	Bankers Credit Card Services	\$4,395.30
CC.	Vann and Associates	\$2,050.00
DD.	MidState	\$1,432.00
EE.	KOOL KGFF	\$392.00
FF.	Express Services	\$9,358.99
GG.	Heritage Embroidery	\$449.00
HH.	Sue Nelson	\$526.59
II.	The County Wide	\$500.00
JJ.	REACT	\$2,750.00
KK.	Bill Veazey's	\$1,526.25
LL.	Seminole Ice	\$2,600.00
MM.	City of Shawnee Surcharge	\$1,551.00

AGENDA ITEM NO.10

APPROVAL OF SHAVINGS CLAIMS

None

AGENDA ITEM NO. 11

PRESENTATION BY VANN & ASSOCIATES ABOUT
IFYR 2015.

AGENDA ITEM NO. 12-17

COMMITTEE REPORTS, ADMINISTRATION
REPORTS, OLD BUSINESS, NEW BUSINESS,
PUBLIC & TRUSTEE COMMENTS.

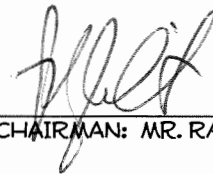
IFYR WENT OFF WITHOUT MUCH A HITCH THIS YEAR - WEATHER WASN'T GREAT BUT COULDN'T BE HELPED -
MONEY NEEDS OF EXPO CENTER WERE DISCUSSED FOR VARIOUS BLDG. REPAIRS -
DISCUSSION ABOUT THE NEW FACILITIES BEING REPAIRED OR BUILT ALL AROUND US AND HOW THAT IS AFFECTING EVENT
SECURITY HERE-

AGENDA ITEM NO.18

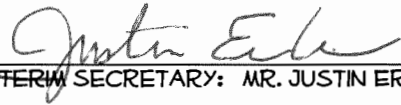
ADJOURNMENT

THE MOTION MADE BY TRUSTEE HAVENS, SECONDED BY TRUSTEE MELOT TO ADJOURN THE MEETING. -
MOTION CARRIED.

AYE: GILBERT, HAVENS, BARRICK, MELOT
NAY:
ABSTAIN:



CHAIRMAN: MR. RANDY GILBERT



INTERIM SECRETARY: MR. JUSTIN ERICSON

Mayor
WES MAINORD



The City of Shawnee

PO Box 1448
Shawnee Oklahoma 74802-1448
(405) 273-1250 Fax (405) 878-1581
www.ShawneeOK.org

Commissioners

LINDA AGEE
JAMES HARROD
KEITH HALL
LESA SHAW
MICHEAL DYKSTRA

Minutes

Shawnee Beautification Committee

AUGUST 13, 2015

The Shawnee Beautification Committee met in the EOC Room

The meeting was called to order at 4:00 pm

Roll Call was taken showing the following members present:

		Present	Absent
Member	Janet Turner	<u> X </u>	<u> </u>
Member	Debi Renegar	<u> X </u>	<u> </u>
Member	Joe Harbeson	<u> X </u>	<u> </u>
City Staff	Whisper Peace	<u> X </u>	<u> </u>
City Staff	Geoff Garner	<u> X </u>	<u> </u>
City Staff	Justin Debruin	<u> X </u>	<u> </u>
Mayor	Wes Mainord	<u> X </u>	<u> </u>

AGENDA NO 2 **Roll Call and Declaration of a Quorum.** Roll was called and a quorum was declared.

AGENDA NO 3 **Approved Minutes for JULY 9, 2015.** The minutes for JULY 2015 were approved with a motion made by Joe Harbeson and 2nd by Debi Renegar. The motion carried unanimously.

AGENDA NO 4 **Discussion on tall grass and weeds in the sidewalk areas on Main Street. (Joe Harbeson)** Discussion was made on weeds in the down town area sidewalks. Geoff Garner made mention that the sidewalks were weedeated as often as possible but the city Parks Department was unable to spray weed killer due to recent rain. Justin Debruin made mention that it was the responsibility of the business owners to maintain the sidewalk area in front of their business.

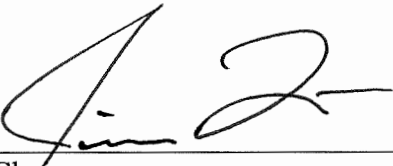
AGENDA NO 5 **Discussion on tall grass after mowing on Macarthur near St. Gregory's and other areas that need weed killer. (Joe Harbeson)** Discussion was made on certain areas around town that have tall weeds. Geoff Garner discussed the spraying process for the areas in relation to the amount of manpower the Parks Department currently has. Due to the growing number of areas and the number of employees some of the large areas are contracted out to help keep them maintained more sufficient.

AGENDA NO 6 **Old Business.** No Old Business.

AGENDA NO 7 **New Business.** No New Business.

AGENDA NO 8 **Comments.**

AGENDA NO 9 **Adjournment.** Committee adjourned at 4:55 pm



Chairman,

9-11-15

Date

Regular Board of Commissioners

1. d.

Meeting Date: 10/05/2015

Lake Lot Leases Renewals & Transfers

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Lake Lease Renewals/Transfers:

RENEWALS:

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Lessees: David Teel

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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

Attachments

Renewal Gill

Renewal Green Lot 1

Renewal Green Lot 2

Renewal Griffin

Renewal Hill

Renewal Jennings Lot 2

Renewal Jennings Lot 3

Renewal Johnson

Renewal Macy

Renewal Malaske

Renewal Roe

Renewal Teel

Transfer Griffin

Transfer Landwert

Transfer Shiff



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	9/29/2015	License No. #010879
Type	<input checked="" type="checkbox"/> Renewal	<input type="checkbox"/> Transfer <i>(Fee: \$1,000)</i>
Commission Meeting Date	October 5 th , 2015	
Property Address	16312 Archery Range Rd.	
Lake Site Location	Lot 8 Mosler Tract	
Lease Dates	2/07/2014 – 2/06/2044	
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)	Robert Gill	
Address	16312 Archery Range Rd. Shawnee, OK 74801	
Phone	405-317-0888	
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	5/19/2014	
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# 010879**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of February 7, 2014 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

ROBERT GILL
of 16312 ARCHERY RANGE RD SHAWNEE OK 74801 ,

of _____,
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:

**16312 ARCHERY RANGE RD
LOT 8 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



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	09/22/2015	License No. #015115
Type	<input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Transfer	
Commission Meeting Date	October 5 th , 2015	
Property Address	32201 Hornbeck Rd.	
Lake Site Location	Lot 1 Green Tract	
Lease Dates	7/21/2013 – 7/20/2043	
Lease Fee (changes annually)	\$637.00	
Inspection Fee	\$75.00 Applicable: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Lessee (Transfer To)		
Name(s)	Dana & Kylie Green	
Address	PO Box 766 Kingston, OK 73439	
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 (Due: 08/20/2018)	
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	08/20/2013	
Misc. Comments		
	Total Charges Paid: \$637.00	

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# 015115**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of July 21, 2013 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

DANA GREEN
of PO BOX 766 KINGSTON OK 73439 ,
KYLIE GREEN
of PO BOX 766 KINGSTON OK 73439,
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of \$ 637.00 dollars for 2013, 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:

**32201 HORNBECK RD
LOT 1 GREEN 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.

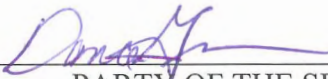
IN WITNESS WHEREOF, party of the first part has caused its name to be affixed hereto by the Mayor of the City of Shawnee, Oklahoma, and attested by the City Clerk, and the party of the second part hereunto affixed his/her name the day and year first above written.

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

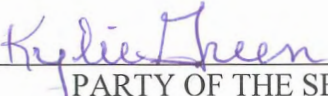
BY: _____
MAYOR
PARTY OF THE FIRST PART

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	09/22/2015	License No. #015116
Type	<input checked="" type="checkbox"/> Renewal	<input type="checkbox"/> Transfer
Commission Meeting Date	October 5 th , 2015	
Property Address	32203 Hornbeck Rd.	
Lake Site Location	Lot 2 Green Tract	
Lease Dates	7/21/2013 – 7/20/2043	
Lease Fee (changes annually)	\$637.00	
Inspection Fee	\$75.00 Applicable: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Lessee (Transfer To)		
Name(s)	Dana & Kylie Green	
Address	PO Box 766 Kingston, OK 73439	
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	08/20/2013	
Misc. Comments		
	Total Charges Paid: \$712.00	

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# 015116**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of July 21, 2013 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

DANA GREEN
of PO BOX 766 KINGSTON OK 73439,
KYLIE GREEN
of PO BOX 766 KINGSTON OK 73439,
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of \$ 637.00 dollars for 2013, 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:

**32203 HORNBECK RD
LOT 2 GREEN 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.

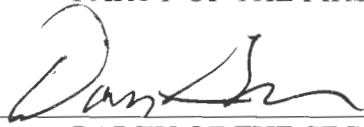
IN WITNESS WHEREOF, party of the first part has caused its name to be affixed hereto by the Mayor of the City of Shawnee, Oklahoma, and attested by the City Clerk, and the party of the second part hereunto affixed his/her name the day and year first above written.

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

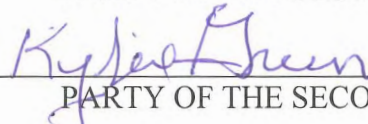
BY: _____
MAYOR
PARTY OF THE FIRST PART

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	9/29/2015	License No. #010913
Type	<input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Transfer <i>(Fee: \$1,000)</i>	
Commission Meeting Date	October 5 th , 2015	
Property Address	16602 Archery Range Rd.	
Lake Site Location	Lot 1 Skipper Tract	
Lease Dates	2/18/2013 – 2/17/2043	
Lease Fee (changes annually)	\$637.00	
Inspection Fee	\$75.00 Applicable: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Lessee (Transfer To)		
Name(s)	Bob Griffin & Nyoka Griffin	
Address	16602 Archery Range 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 type="checkbox"/> Conventional <input checked="" type="checkbox"/> Aerobic	
Last Inspected/Pumped	2/28/2013	
Misc. Comments		
	Total Charges Paid: \$712.00	

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# 010913**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of February 17, 2013 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

BOB GRIFFIN
of 16602 ARCHERY RANGE RD SHAWNEE OK 74801-4311 ,
NYOKA GRIFFIN
of 16602 ARCHERY RANGE SHAWNEE OK 74801,
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of \$ 637.00 dollars for 2013, 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:

**16602 ARCHERY RANGE RD
LOT 1 SKIPPER 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	9/29/2015	License No. #010432
Type	<input checked="" type="checkbox"/> Renewal	<input type="checkbox"/> Transfer <i>(Fee: \$1,000)</i>
Commission Meeting Date	October 5 th , 2015	
Property Address	16406 Archery Range Rd.	
Lake Site Location	Lot 4 Mosler Tract	
Lease Dates	10/07/2012 – 10/06/2043	
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)	April Hill	
Address	655 N. Broadway 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	8/18/2008	
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# 010432**

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

APRIL HILL
of 655 N BROADWAY 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:

**16406 ARCHERY RANGE RD
LOT 4 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 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	9/29/2015	License No. #011265
Type	<input checked="" type="checkbox"/> Renewal	<input type="checkbox"/> Transfer <i>(Fee: \$1,000)</i>
Commission Meeting Date	October 5 th , 2015	
Property Address	16504 Archery Range Rd.	
Lake Site Location	Lot 2 Magnino Tract	
Lease Dates	6/19/2011 – 6/19/2041	
Lease Fee (changes annually)	\$612.00	
Inspection Fee	\$75.00	Applicable: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Lessee (Transfer To)		
Name(s)	Phillip & Tammy Jennings	
Address	Rt. 3 Box 207 A Pauls Valley, OK 73075	
Phone	405-238-5322	
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	10/4/2011	
Misc. Comments		
	Total Charges Paid: \$687.00	

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# 011265**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of June 19, 2011 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

PHILLIP JENNINGS
of RT 3 BOX 207 A PAULS VALLEY OK 73075 ,
TAMMY JENNINGS
of RT 3 BOX 207 A PAULS VALLEY OK 73075,
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of **\$ 612.00** dollars for **2011**, 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:

**16504 ARCHERY RANGE RD
LOT 2 MAGNINO TRACT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

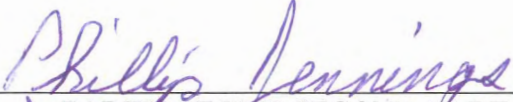
IN WITNESS WHEREOF, party of the first part has caused its name to be affixed hereto by the Mayor of the City of Shawnee, Oklahoma, and attested by the City Clerk, and the party of the second part hereunto affixed his/her name the day and year first above written.

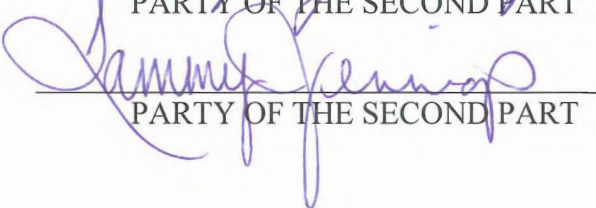
CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: _____
MAYOR
PARTY OF THE FIRST PART

ATTEST:

CITY CLERK



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	9/29/2015	License No. #011267
Type	<input checked="" type="checkbox"/> Renewal	<input type="checkbox"/> Transfer (Fee: \$1,000)
Commission Meeting Date	October 5 th , 2015	
Property Address	16508 Archery Range Rd.	
Lake Site Location	Lot 3 Magnino Tract	
Lease Dates	6/19/2011 – 6/18/2041	
Lease Fee (changes annually)	\$612.00	
Inspection Fee	\$75.00 Applicable: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Lessee (Transfer To)		
Name(s)	Phillip & Tammy Jennings	
Address	Rt. 3 Box 207 A Pauls Valley, OK 73075	
Phone	405-238-5322	
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: \$612.00	

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# 011267**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of June 19, 2011 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

PHILLIP JENNINGS
of RT 3 BOX 207 A PAULS VALLEY OK 73075 ,
TAMMY JENNINGS
of RT 3 BOX 207 A PAULS VALLEY OK 73075,
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of **\$ 612.00** dollars for **2011**, 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:

**16508 ARCHERY RANGE RD
LOT 3 MAGNINO TRACT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

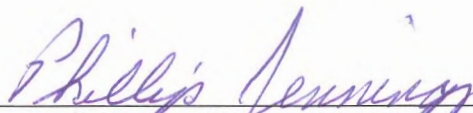
IN WITNESS WHEREOF, party of the first part has caused its name to be affixed hereto by the Mayor of the City of Shawnee, Oklahoma, and attested by the City Clerk, and the party of the second part hereunto affixed his/her name the day and year first above written.

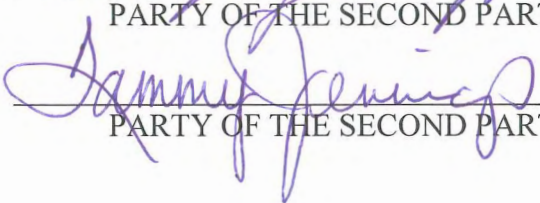
CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: _____
MAYOR
PARTY OF THE FIRST PART

ATTEST:

CITY CLERK



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	09/22/2015	License No. #010356
Type	<input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Transfer	
Commission Meeting Date	October 5 th , 2015	
Property Address	32303 Hornbeck Rd.	
Lake Site Location	Lot 8 Roewe Tract	
Lease Dates	9/20/2014 – 9/19/2044	
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)	Terri & Michael Johnson	
Address	32303 Hornbeck 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 (Due: 09/04/2019)	
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	09/04/2014	
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# 010356**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of September 19, 2014 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

TERRI JOHNSON
of 32303 HORNBECK RD SHAWNEE OK 74801 ,
MICHAEL JOHNSON
of 32303 HORNBECK RD SHAWNEE OK 74801,
PARTY OF THE SECOND PART.

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

**32303 HORNBECK RD
LOT 8 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 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	9/29/2015	License No. #017537
Type	<input checked="" type="checkbox"/> Renewal	<input type="checkbox"/> Transfer <i>(Fee: \$1,000)</i>
Commission Meeting Date	October 5 th , 2015	
Property Address	16614 Archery Range Rd.	
Lake Site Location	Lot 5 Skipper Tract	
Lease Dates	8/04/2014 – 8/03/2044	
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)	Oneil Macy	
Address	11421 Coker 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 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# 017537**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of August 3, 2014 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

ONEIL MACY
of 11421 COKER RD SHAWNEE OK 74801,

of _____,
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:

**16614 ARCHERY RANGE RD
LOT 5 SKIPPER 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	9/29/2015	License No. #010174
Type	<input checked="" type="checkbox"/> Renewal	<input type="checkbox"/> Transfer (Fee: \$1,000)
Commission Meeting Date	October 5 th , 2015	
Property Address	16300 Archery Range Rd.	
Lake Site Location	Lot 2 Mosler Tract	
Lease Dates	8/06/2014 – 8/05/2044	
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 & Barbara Malaske	
Address	19400 Robert Clark Harrah, OK 73045	
Phone	405-391-6425	
Current Lessee (Transfer From) (if applicable)		
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	6/30/2012	
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# 010174**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of August 5, 2014 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

STANLEY MALASKE
of 19400 ROBERT CLARK HARRAH OK 73045 ,
BARBARA MALASKE
of 19400 ROBERT CLARK HARRAH OK 73045,
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:

**16300 ARCHERY RANGE RD
LOT 2 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,

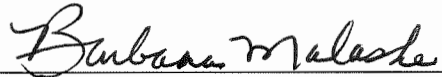
BY: _____

MAYOR
PARTY OF THE FIRST PART

ATTEST:

CITY CLERK


PARTY OF THE SECOND PART


PARTY OF THE SECOND PART



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	09/22/2015	License No. #017953
Type	<input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Transfer	
Commission Meeting Date	October 5 th , 2015	
Property Address	32009 Hornbeck Rd.	
Lake Site Location	Lot 6 Green Tract	
Lease Dates	10/19/2014 – 10/18/2044	
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)	Teresa & Cody Roe	
Address	20021 Stream Hollow Ln. Tecumseh, OK 74873	
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 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# 017953**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of October 19, 2014 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

TERESA ROE
of 20021 STREAM HOLLOW LN TECUMSEH OK 74873 ,

of,
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:

**32009 HORNBECK RD
LOT 6 GREEN 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.**

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

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

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

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

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

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

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

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

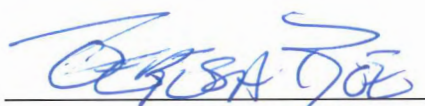
IN WITNESS WHEREOF, party of the first part has caused its name to be affixed hereto by the Mayor of the City of Shawnee, Oklahoma, and attested by the City Clerk, and the party of the second part hereunto affixed his/her name the day and year first above written.

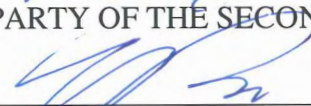
CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: _____
MAYOR
PARTY OF THE FIRST PART

ATTEST:

CITY CLERK



PARTY OF THE SECOND PART


PARTY OF THE SECOND PART



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

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

Date	9/29/2015	License No. #010350
Type	<input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Transfer <i>(Fee: \$1,000)</i>	
Commission Meeting Date	October 5 th , 2015	
Property Address	16500 Archery Range Rd.	
Lake Site Location	Lot 1 Magnino Tract	
Lease Dates	9/06/2015 – 9/05/2045	
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)	David Teel	
Address	16500 Archery Range Rd. Shawnee, OK 74801	
Phone	405-550-6876	
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	10/24/2013	
Misc. Comments	<p style="text-align: right;">Total Charges Paid: \$662.00</p>	

PLEASE READ CAREFULLY

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

**CABIN SITE LEASE
LEASE# 010350**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

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

DAVE TEEL
of 16500 ARCHERY RANGE RD SHAWNEE OK 74801-4305 ,
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:

**16500 ARCHERY RANGE RD
LOT 1 MAGNINO TRACT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

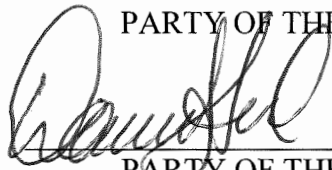
IN WITNESS WHEREOF, party of the first part has caused its name to be affixed hereto by the Mayor of the City of Shawnee, Oklahoma, and attested by the City Clerk, and the party of the second part hereunto affixed his/her name the day and year first above written.

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: _____
MAYOR
PARTY OF THE FIRST PART

ATTEST:

CITY CLERK



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	09/28/2015	License No. #028036
Type	<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> Transfer <i>(Fee: \$1,000)</i>
Commission Meeting Date	October 5 th , 2015	
Property Address	15501 Perry Rd.	
Lake Site Location	Lot 7 Roewe Tract	
Lease Dates	10/05/2015 – 10/04/2045	
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)	David & Joy Griffin	
Address	4271 Burnside Rd. Davis, OK 73030	
Phone	405-620-2191	
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)	Dalmar Ozment	
Address	15501 Perry Rd. Shawnee, OK 74801	
Phone	405-395-0031	
Inspection Information		
Inspection Required	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Due: 7/01/2017)	
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	7/01/2015	
Misc. Comments	Total Charges Paid: \$1,662.00	

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# 028036**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

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

DAVID GRIFFIN
of 4721 BURNSIDE RD. DAVIS OK 73030 ,
JOY GRIFFIN
of 4271 BURNSIDE RD DAVIS OK 73030,
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:

**15501 PERRY RD
LOT 7 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,

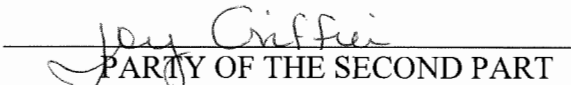
BY: _____
MAYOR
PARTY OF THE FIRST PART

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	09/22/2015	License No. #027981
Type	<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> Transfer (Family Transfer)
Commission Meeting Date	October 5 th , 2015	
Property Address	15213 Eckel Rd.	
Lake Site Location	Lot 7 Eckel Tract	
Lease Dates	10/05/2015 – 10/04/2045	
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)	Leslie & Douglas Landwert	
Address	15213 Eckel Rd. Shawnee, OK 74801	
Phone	405-510-1366	
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)	Raymond Walker	
Address	15213 Eckel Rd. Shawnee, OK 74801	
Phone		
Inspection Information		
Inspection Required	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Due: 07/31/2017)	
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	07/31/2012	
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# 027981**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

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

LESLIE LANDWERT
of 15213 ECKEL RD. SHAWNEE OK 74801 ,
DOUG LANDWERT
of 15213 ECKEL RD. SHAWNEE OK 74801,
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:

**15213 ECKEL RD
LOT 7 ECKEL 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.

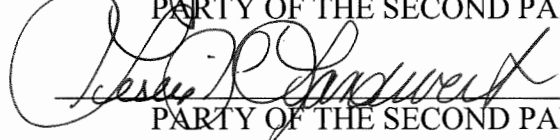
CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

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	09/22/2015	License No. #027921
Type	<input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Transfer (Fee: \$1,000)	
Commission Meeting Date	October 5 th , 2015	
Property Address	16009 Hart Rd.	
Lake Site Location	Lot C Hart Tract	
Lease Dates	10/05/2015 – 10/04/2045	
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)	Charles & Mary Shiff	
Address	5200 Trail Ridge Lane Choctaw, OK 73020	
Phone	405-391-4221	
Current Lessee (Transfer From) (if applicable)		
Name(s)	Hawk Living Trust	
Address	1302 S. Caldwell Midwest City, OK 73130	
Phone	405-640-6885	
Inspection Information		
Inspection Required	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Due: 10/07/2018)	
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	10/07/2013	
Misc. Comments		
Total Charges Paid: \$1,662.00		

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# 027921**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

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

CHARLES SHIFF
of 5200 TRAIL RIDGE LANE CHOCTAW OK 73020,
MARY SHIFF
of 5200 TRAIL RIDGE LANE CHOCTAW OK 73020,
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:

**16009 HART RD
LOT C HART TRACT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: _____

MAYOR

PARTY OF THE FIRST PART

ATTEST:

CITY CLERK

Charles Stiff

PARTY OF THE SECOND PART

Mary Stiff

PARTY OF THE SECOND PART

Regular Board of Commissioners

1. e.

Meeting Date: 10/05/2015

McCloud Wes Watkins Budget

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Approve City of McCloud FY2015-2016 Budget for Wes Watkins Reservoir and Recreation.

Attachments

Wes Watkins Budget

BUDGET YEARS	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	
Pavillions	2200.00	1330.00	850.	1400.00	1675	1300	Estimates
RV/Tent sites	40843.00	32637.00	54642.00	51275.00	32455	30000	Est. based on new rate
Tax on RV Site/Bed Tax	3118.93	2311.50	3308.00	3338.00	1823	3500	Estimate
annual permits	15898.00	7613.50	4150.00	7920.00	6531	7500	Estimates
fishing/boating - daily	21863.00	14109.00	9310.00	14915.00	11898	12500	Estimates
MISC - 2010-boat purchased by Shawnee (\$15,000) and lagoon reimb \$817, with \$14433.41 overage in exp for FY 10-11 paid in 11- 12;	15817	4983.40 and (80.00 ref)	(150.00) ref	(550.00) ref/nsf	270.00	0	Estimates
Hunting/Duck Blind (estimated 35 blinds duck and deer)	3000.00	3450.00	5200.00	4950.00	3750.00	3750	Estimates
Sales tax/vendors	0.00	0	0	0	0	0	Estimates
Shawnee/Tecumseh Reimbursement or *Carryover or # Pending audit review (received following FY)		14433.91	38,361.93	27272.85*	9980.24	21995.38# and 28004.62 est diff	*Carryover
TOTAL REVENUES	102739.93	80788.31	115671.93	\$110520.85	\$68382.24	\$108,550.00	Estimates

Wes Watkins
Lawson
& Recreation

\$105,163.79

GENERAL FUND LAKE - Dept 41		YEAR	YEAR	BUDGET	BUDGET	BUDGET	BUDGET
CATEGORIES		FY 2010-11	FY 2011-12	FY 2012-13	FY 13-14	FY 14-15	APPROVED FY 15-16
PERSONAL SVC	5001	67847.87	58245.46	\$48,156.70	\$62,565.31	\$48,663.58	\$52,327.79
LAKE Ranger/LAKE Mgr	41692.00						
Benefits (mgr only)	10635.79						
MATERIALS	5101	20101.5	26553.76	\$17,013.71	\$17,811.90	\$10,128.01	\$15,480.00
Supplies	4200						
Tools/Parts and gas leaf blower	1000						
Gas 1237 gal used x \$3.50	4330						
Lake Maint	5300						
Clothing	650						
OTHER SVS	5301	20334.97	33991.69	\$28,009.01	\$42,294.82	\$31,335.05	\$33,515.00
Legal/Audit 500 x 2 FY 13-14/14-15	1000						
Utilities - 15000 elec /Phone							
615 cell /water & dumpster							
8400 and porta potties 1500	25515						
INSURANCE for trailer - \$281.00/ reimb PCDA - \$8293	3500						
Veh/Equip repairs/tires	3500						
CAPITAL OUTLAY	5401	8889.5	359.33	\$0.00	\$0.00	\$250.98	\$0.00
	0						
DEBT	5501		0	\$0.00	\$0.00	\$0.00	\$3,841.00
2012 tahoe at \$22000	3841						
TOTALS		117173.84	119150.24	\$93,179.42	\$122,672.03	\$90,377.62	\$105,163.79

Regular Board of Commissioners

1. f.

Meeting Date: 10/05/2015

Housing Authority & PD Agreement

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Approve agreement with the Housing Authority of the City of Shawnee for supplemental police services.

Attachments

Housing Authority & PD Agreement Memo

Housing Authority & PD Agreement



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 : Approval of Housing Authority Contract

DATE : 30 September 2015

I recommend approval of the contract for the Housing Authority of the City of Shawnee to contract for the provision of supplemental police services. The Housing Authority of the City of Shawnee has contracted with the Police Department for over twenty years to have an officer assigned to housing duties.

HOUSING AUTHORITY OF THE CITY OF SHAWNEE, OKLAHOMA
CONTRACT FOR THE PROVISION OF SUPPLEMENTAL POLICE SERVICES

This Contract, made and entered into this 1st day of November, 2015, by and between the Housing Authority of the City of Shawnee, Oklahoma, (hereinafter called the "Authority") and the City of Shawnee, Oklahoma, (hereinafter called the "City") is for the provision of specific police services associated with the Authority's security programs.

WHEREAS, the Authority desires to contract with the City for additional polices services to create a drug-and crime-free environment and to provide for the safety and protection of the residents in its public housing developments; and

WHEREAS, the City, by and through its police department, desires to assist in the effort by providing effective police services at all Authority locations;

NOW, THEREFORE, the Authority and the City agree as follows:

ARTICLE I
Scope of Services

SECTION ONE: SERVICES PROVIDED BY THE CITY

The City agrees that the services rendered by the Assigned Personnel (police and civilian) under this Contract are in addition to baseline police services. The City agrees that it will not reduce its current level of police services to the public housing developments, particularly in the areas of community policing, patrol, criminal investigations, records, dispatch and special operations.

The manner and method of performance of services is specified in Article IV, Plan of Operations.

The duties and extent of services of the Assigned Personnel shall include, but shall not be limited to:

- A. The City, by and through its police department, will provide a minimum of one police officer(s) to perform specialized patrols to enforce all state and local laws and the Housing Authority Rules specified in this Contract. Sworn officer(s) shall at all times remain part of, subject to and in direct relationship with the police department's chain of command and under police department rules, regulations and standard operating procedures.
- B. The City agrees to assign police officer(s) to targeted areas during specific periods of time identified by the Authority and agreed upon by the City as high crime or high workload periods (directed patrol), such as 6:00 p.m. to 2:00 a.m. in certain areas, to maintain a police patrol presence.
- C. The City agrees that the police department will employ a community policing concept and that the police department's Crime Prevention Unit (or other unit whose primary responsibility is to develop and maintain communications with residents) will assist in developing or enhancing crime prevention programs in the public housing communities.

- D. The City agrees to collect and provide workload data in public housing developments. This will include providing copies of all police reports for incidents pertaining to public housing developments
- E. It is further agreed that to the extent necessary, the Assigned Personnel will appear as witnesses in the Authority's administrative grievance procedure, civil dispossession hearings, or other civil or court proceedings where the issue includes criminal or quasi-criminal conduct in or near public housing developments involving any resident, member or a resident's household, or any guest or guests of a resident or household member.
- F. Without limiting any of the foregoing, the City agrees that with respect to the services to be performed by any police personnel in accordance with this Contract, the appropriate police department personnel will meet with resident leadership and management representatives of the Authority on a routine basis for the purposes of reviewing the enforcement and prevention efforts and planning for future changes or modifications anticipated by this Contract. These meetings shall occur at least annually.
- G. The City agrees that a policy manual exists to regulate police officer(s)' conduct and activities; all police officer(s) have been provided a copy of the policy manual; the department has a signed receipt from each officer that he/she has received and understands the contents of the manual; and the personnel have been trained on the regulations and orders within the manual.
- H. The City agrees that it will provide the Assigned Personnel with such basic equipment as may be necessary and reasonable in order to allow the police officer(s) to carry out the duties anticipated under this Contract. Any additional automobiles, motor vehicles, bicycles or other equipment requested by the Authority will be furnished at the expense of and shall remain the property of the Authority. The Authority and City may mutually agree to lease equipment or vehicles.
- I. The police department will provide to officer(s) a minimum of sixteen (16) hours of training on community relations and interpersonal communication skills within a year of accepting an HA assignment.
- J. The City agrees to provide, at a minimal cost to the Authority, criminal background checks of proposed applicants. This information will be provided in a manner consistent with all applicable National Crime Information Center or State laws and regulations.
- K. The police department shall designate a command officer as the Administrative Liaison Officer, who will work in concert with the Executive Director of the Authority or that official's designate.

The Administrative Liaison Officer will ensure that the Assigned Personnel perform the following duties:

1. Coordinate the dissemination and processing of police and security reports and coordinate in resolving problems or in carrying out the provisions of this Contract;
2. Establish and maintain an ongoing line of communication with Beat/Zone Commanders and other police personnel;
3. Prepare semiannual progress reports and evaluations of services requested and provided under this Contract for review by the Executive Director, the Police Chief, appropriate Deputy Chiefs and Beat/Zone Commanders and identified community representatives; and political leadership, e.g. mayor and council members.

4. Initiate and monitor ongoing lines of communication with resident leaders to effectively employ the community policing concept and to address in a timely manner concerns raised by community leaders.
 5. Attend a minimum of one Resident Advisory Board meeting each year;
 6. Coordinate security workshops and training seminars for residents and Authority staff;
 7. Assist or advise the planning and implementation of other grant-funded security programs within the Authority; and
 8. Meet on a weekly basis with Authority staff to address problems and needs in Authority areas.
- L. In the event that a Housing Authority provides its own police/security services, the City shall provide the dispatch function for Housing Authority Police patrol units. The Housing Authority will provide specifications of the performance requirements to meet the communications needs.
- M. The City will at all times provide supervision, control and direction of work activities and assignments of police personnel, including disciplinary actions. It is expressly understood that the police department shall be responsible for the compensation of the officer(s) and all employee benefits, as well as any injury to officer(s), their property, or the City's property while on the Authority's property.
- N. The Assigned Personnel shall possess and maintain CLEET Certification.
- O. The City will waive deposits required to acquire animal traps through the Animal Control Department for use by Housing Authority. The Authority will assume responsibility for lost or damaged traps.

SECTION TWO: SERVICES PROVIDED BY THE AUTHORITY

- A. The Authority will provide training of residents, Authority on-site management staff and the Assigned Personnel with information on community policing and crime prevention issues associated with public housing. This may include, but not be limited to, training in the following:
1. Crime prevention and security responsibilities;
 2. Community organization/mobilization against the causes of and precursors to crime;
 3. Drug awareness and control;
 4. Orientation and familiarization with the public housing communities for the assigned officer(s); and
 5. Orientation to the lease contract, and lease compliance enforcement procedures and policies.
- B. The Authority will provide the following in-kind accommodations, services and equipment:

1. Accommodations – The Authority will provide suitable space to be used as a satellite office at each site targeted for additional police services.
 2. Services – Each satellite office will be supplied with utilities (water, heat, electricity) and routine and extraordinary maintenance by personnel of the Housing Authority.
 3. Equipment – Each satellite office is to be supplied with any other additional equipment mutually agreed upon in connection with the performance of this Contract.
 4. Modification/Damage – The Authority will make reasonable modifications, including minor structural, electrical and mechanical changes to the accommodations provided in order to meet the City’s operational needs. Any damage to the unit or equipment provided by the Housing Authority for City employees, which the Authority determines to be above the normal wear for the item or accommodation, shall be repaired or replaced by the City at the discretion of the Authority.
- C. The Authority shall provide a annual assessment of the results achieved, as measured against the performance objectives specified in the Plan of Operations listed in Article IV of this Contract.
- D. The Authority shall reserve the right to reasonably request the police department to replace any Assigned Personnel for the following reasons:
1. Neglect or non-performance of duties;
 2. Disorderly conduct, use of abusive or offensive language, or fighting;
 3. Criminal action;
 4. Selling, consuming, possessing or being under the influence of intoxicants, including alcohol or illegal substances, while on assignment to the Authority;
 5. Inadequate punctuality or attendance; or
 6. Substantiated complaints from public housing residents or management.
- The Authority shall provide a written enumeration of the reasons for the request for replacement of the Assigned Personnel, including documentation and witnesses to the alleged behaviors.
- E. The Authority will provide the City with a Public Housing Police Report Form(s) for assigned officer(s) to complete. These forms are not to replace police reports utilized by the City.
- F. The Authority will provide the City with the applicable Authority rules and regulations for compliance with this Contract.
- G. The Authority will work with the police department to subsidize housing or rent costs for volunteer police officer(s) to reside in a public housing development selected by the Authority.

ARTICLE II
Enforcement of Rules and Regulations

- A. The City, through its police officer(s), is hereby empowered to enforce the following Authority rules and regulations:

1. Unauthorized visitors in unoccupied structures of the Authority shall be removed.
2. Unauthorized visitors creating disturbance or otherwise interfering with the peaceful enjoyment of lessees on Authority property shall be removed.
3. Unauthorized visitors destroying, defacing or removing Authority property shall be removed and/or criminal enforcement actions shall be taken.

With Regard to the foregoing rules and regulations, the City's police officer(s) are hereby authorized to give criminal trespass warnings to any persons found in violation of said rules or regulations, i.e., to give notice to any violators that their entry on the property or premises is forbidden, and to arrest or cause the arrest and prosecution of any violators, when appropriate.

- B. The City, through its police officer(s), is hereby empowered to enforce Authority rules or regulations.
- C. The City, through its police officer(s), is hereby empowered to enforce such additional Authority rules and regulations and perform such other duties as shall be specified in any addenda attached hereto or incorporated herein now or in the future.
- D. Nothing herein contained shall be construed as permitting or authorizing police officer(s) to use any method or to act in any manner in violation of law or of their sworn obligation as police officer(s).

ARTICLE III Communications, Reporting and Evaluation

A. Communications

1. Access to Information

The City agrees that the Authority will have unrestricted access to all public information which in any way deals with the criminal activity in any of the Authority's communities. It is further agreed that the City police department will provide the Authority copies of such incident reports, arrest reports or other public documents which document or substantiate actual or potential criminal activity in or connected with the public housing developments. This information will be provided at no cost by the City police department on a regular basis in accordance with specific procedures that have been or will be established.

Existing procedures should be included as an Addendum to this Contract.

B. Reporting

1. Forms

The police department will require all Assigned Personnel (police officer(s)) to complete incident reports provided by the Authority at the conclusion of each week and forward the original report to the Authority's designee. This report will include, but not be limited to, data as follows:

- a. Hours worked: foot, bicycle, motorized, other
- b. Calls/requests for service
- c. Suspicious persons - name and description
- d. Vehicles abandoned/towed/stolen
- e. Drug paraphernalia confiscated/found
- f. Arrests/citations of both residents and outsiders to include age, sex, ethnicity
- g. Property recovered/stolen
- h. Counseling of residents and visitors
- i. Broken lights/sidewalks & safety issues
- j. Graffiti & vandalism
- k. Vehicle license number of suspicious persons
- l. Weapons violations/seized
- m. Workshops, seminars, and any community policing events

2. Media Coordination

The police department will relay to the Executive Director or his designee information related to any major crime or incident that occurs on Authority property, preferably before the media is informed, or as soon as possible.

C. Evaluation

The City and the Authority agree that any evaluation shall include:

- 1. Hours worked by police officer(s) for:
 - a. Foot patrol
 - b. Bicycle patrol
 - c. Motorized patrol
 - d. K-9 patrol
 - e. Special operations
- 2. Response time to targeted communities by City-paid officer(s) and Authority-paid officer(s) by Priority I (emergency), Priority II (non-emergency), and Priority III (if utilized)
- 3. Comparison of crime and workload in the targeted communities for the previous 4 years and the period of the Contract
- 4. Arrests (to include drug violations)
- 5. Vehicles towed
- 6. Positive contacts
- 7. Referrals
- 8. Trespassers removed
- 9. All UCR or NIBRS Reports
- 10. Calls for service

11. Weapons seized
12. Property stolen/recovered
13. Community feedback
14. K-9 use log

It is further agreed that the City will provide comparable crime information for the City as a whole to facilitate the evaluation to include what proportion of activities City-wide occur on Authority property.

ARTICLE IV
Plan of Operations

- A. The City and the Authority shall prepare a detailed plan of operations for use in eliminating crime. The purpose of the plan is to specify the manner and method of performance by which each of the services identified is to be administered.

The plan of operations will minimally specify the following:

1. Service goals and minimum performance criteria (e.g., a definition of what is to be achieved and the expected benefits or outcomes that will be derived);
 2. Staffing levels;
 3. Responsibilities of key personnel;
 4. Organization and resources, to include personnel, equipment, in-kind support, etc.;
 5. Hours of operation, to encompass schedules of major tasks and activities; and
 6. Community interface to evidence the methodology by which resident involvement will be gained and maintained during the term of this Contract.
- B. The plan of operations will be prepared for review and acceptance within thirty (30) days from the date of execution of this Contract by both parties. It is understood that the Authority may request reasonable modification to the initial plan of operations as it deems appropriate. The Authority must approve the plan in order for payment to begin.
- C. If during the term of the Contract either party desires to amend the scope of the plan of operations, either party may request such an amendment via written notification. The Executive Director of the Authority and/or the Chief of Police shall provide final determinations regarding the establishment of an amendment to the plan of operations.

ARTICLE V
Term of Contract

The term of this Contract shall be for one (1) year(s) beginning on the date approved by both parties.

ARTICLE VI
Compensation to the City

- A. All compensation to the City will be made on a cost reimbursement basis. The Authority will reimburse the City for services specified in this Contract in a total amount not to exceed Fifty thousand dollars and no cents (\$ 50,000.00), in the following expense categories:

Expense Category	Amount
Assigned Personnel Salaries (Reimbursement of Law Enforcement over and above the baseline of services.)	<u>\$ 50,000.00</u>
Administrative Liaison Officer Prorated Salary and Benefits	<u>\$ 0.00</u>
Communications/Other Miscellaneous Expenses/Equipment	<u>\$ 0.00</u>

- B. The Authority shall reimburse the police department on a monthly basis, upon receipt of performance of the proposed services and evidence of authorized expenditures. Total reimbursement shall not exceed \$50,000.00 for one full time officer for one year and is contingent on receiving funding.
- C. The percent of overtime authorized under this Contract for court appearances or other hearings is 0%.
- D. The City shall provide the following documentation in requesting reimbursement:
1. Copies of Certified Payroll Time Reports documenting names, employee identification, hours worked in public housing developments, supervisory approval of the report, and supervisory verification of the necessity for any overtime worked.
 2. Copies of receipts for other allowable communications and other miscellaneous expenses shall be subject to pre-approval, and shall be accompanied, at the time of reimbursement request, by a brief explanation of the expense incurred.
- E. All requests for reimbursement are subject to the approval of the Executive Director, or that official's designee, and the Authority shall thereafter make payment of the approved amount within thirty days of receipt of the request for reimbursement.

ARTICLE VII
Termination

- A. The Authority may terminate this Contract upon the provision of thirty (30) days written notice to the City. Such notice shall be delivered by Certified Mail, Return Receipt Requested to the address specified in Article VIII.
- B. The City may terminate this Contract upon the provision of thirty (30) days written notice to the Authority. Such notice shall be delivered by Certified Mail, Return Receipt Requested to the address specified in Article VIII.

ARTICLE VIII
Notices

Any notices required pursuant to the terms of this Contract shall be sent by United States Certified Mail to the principal place of business of each of the parties hereto, as specified below:

Authority: Housing Authority of the City of Shawnee, OK
601 West 7th Street
P.O. Box 3427
Shawnee, OK 74802-3427

City: City of Shawnee
Shawnee Police Department
P.O. Box 1448
Shawnee, OK 74802-1448

ARTICLE IX
Construction of Laws

This Contract is made and entered into in the City. Any and all questions of law arising hereunder shall be construed in accordance with the laws of the State in which the City is located.

ARTICLE X
Entire Contract

The Contract shall consist of the following component parts:

- (a) This Contract;
- (b) Any subsequent addenda agreed to by both parties.

ATTEST:

Grant Coordinator
Housing Authority of the City
of Shawnee, OK

Executive Director
Housing Authority of the City
of Shawnee, OK

ATTEST:

City Clerk
City of Shawnee, OK

Mayor
City of Shawnee, OK

APPROVED AS TO FORM:

Police Chief
City of Shawnee, OK

City Manager
City of Shawnee, OK

APPROVED AS TO FORM AND LEGALITY THIS ____ DAY OF _____, 2015.

City Attorney
City of Shawnee, OK

This contract is contingent upon receiving 2014 and 2015 fiscal year Public Housing Capital Fund Program funds from the Department of Housing and Urban Development. If Capital Fund funds are not received this contract is null and void.

Regular Board of Commissioners

3.

Meeting Date: 10/05/2015

Mayors Proclamation

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Mayor's Proclamation:

"Fire Prevention Week"

October 4-10, 2015

Attachments

[Fire Prevention Proclamation](#)

City of Shawnee

Proclamation

“FIRE PREVENTION WEEK”

Whereas, the City of Shawnee is committed to ensuring the safety and security of all those living in and visiting our city; and

Whereas, half of home fire deaths result from fires reported between 11 p.m. and 7 a.m. when most people are asleep. Only one in five home fires were reported during these hours; and

Whereas, One quarter of home fire deaths were caused by fires that started in the bedroom. Another quarter resulted from fires in the living room, family room or den; and

Whereas, In 2013, U.S. fire departments responded to an estimated 369,500 home structure fires. These fires caused 2,755 deaths, 12,200 civilian injuries, and \$7.0 billion in direct damage; and

Whereas, working smoke alarms cut the risk of dying in reported home fires in half; and

Whereas, Shawnee’s first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

Whereas, the 2015 Fire Prevention Week theme, “Hear the Beep Where You Sleep” roughly half of home fire deaths result from fires reported between 11 p.m. and 7 a.m. Smoke alarms save lives. If there is a fire in your home, smoke spreads fast and you need smoke alarms to give you time to get out. In fact, having a working smoke alarm cuts the chances of dying in a reported fire in half!

Now, Therefore, I, Wes Mainord, Mayor of the City of Shawnee, Oklahoma, by the authority vested in me, do hereby proclaim October 4 – 10, 2015, as

“FIRE PREVENTION WEEK”

Dated this 5th day of October, 2015
In the City of Shawnee, Oklahoma

Wes Mainord, Mayor

ATTEST:

Phyllis Loftis, CMC, City Clerk



Regular Board of Commissioners

4.

Meeting Date: 10/05/2015

EOM

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

Regular Board of Commissioners

5. a.

Meeting Date: 10/05/2015

Bids Main St Streetscape

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

Attachments

Main St Memo

Main St Notice

Main St Notice To List

Main St Plan Holders

Main St Bid Tab

Mayor
WES MAINORD



The City of Shawnee
Engineering Department
222 N. Broadway Ave
Shawnee, Oklahoma 74801
(405) 878-1660
www.ShawneeOK.org

Commissioners

LINDA AGEE
JAMES HARROD
KEITH HALL
LESA SHAW
MICHAEL DYKSTRA

MEMORANDUM

Date: September 30, 2015

To: Justin Erickson, City Manager

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

A handwritten signature in blue ink, appearing to be "JK", written over the name "John Krywicki".

**Re: Award Recommendation for Main Street Streetscape Project
Contract No. COS-PW-14-03**

Bids were opened for the Main Street Streetscape Project at the September 21, 2015 City Commission meeting. Three bids were received, and their bids are tabulated in the attached Bid Tabulation file. The lowest bid was at \$3,156,371.60 and the highest bid received was at \$4,500,145.50.

Staff has reviewed and analyzed the bid prices of the bids received, and find that the lowest and best bid received was from CGC, Inc. in the amount of \$3,156,371.60.

CGC, Inc is a qualified, experienced company, and has done good work in Shawnee on some past projects, i.e., Swimming Pool Parking Lot Project and the EXPO Parking Lot Improvements. Staff would have no problem in recommending CGC, Inc. to be awarded the Main Street Streetscape Project.

Available funding for the project is to be from four sources, i.e. ODOT grant (\$410,000), SMA (\$448,000), TIFF (\$600,000), 302 Street Fund (\$1,796,000), thus, there is adequate funding in-place to do the project if the City Commission approves.

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

COS-PW-14-03
 MAIN ST. STREETScape PROJECT

ITEM NO.	SPEC. NO.	DESCRIPTION	QNTY. NO.	UNIT PRICE	CGC		RUDY CONSTRUCTION		A-TECH PAVING	
					UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	619	Remove Sidewalk	5,308.00	S.Y.	\$ 10.00	\$ 53,080.00	\$ 10.00	\$ 53,080.00	\$ 12.00	\$ 63,696.00
2	619	Remove Tree	26.00	EA.	\$ 600.00	\$ 15,600.00	\$ 800.00	\$ 20,800.00	\$ 600.00	\$ 15,600.00
3	619	Remove & Reset Trash Cans	13.00	EA.	\$ 360.00	\$ 4,680.00	\$ 200.00	\$ 2,600.00	\$ 400.00	\$ 5,200.00
4	619	Remove Bench	9.00	EA.	\$ 312.50	\$ 2,812.50	\$ 90.00	\$ 810.00	\$ 350.00	\$ 3,150.00
5	610	4" P.C. Concrete Sidewalk	4,647.00	S.Y.	\$ 53.00	\$ 246,291.00	\$ 68.00	\$ 315,996.00	\$ 64.00	\$ 297,408.00
6	610	Brick Sidewalk Border	1,649.00	S.Y.	\$ 68.00	\$ 112,132.00	\$ 132.00	\$ 217,668.00	\$ 270.00	\$ 445,230.00
7	610	Granite Sidewalk	60.00	S.F.	\$ 40.00	\$ 2,400.00	\$ 63.00	\$ 3,780.00	\$ 45.00	\$ 2,700.00
8	610	Remove & Reset Granite Sidewalk	70.00	S.F.	\$ 43.00	\$ 3,010.00	\$ 45.00	\$ 3,150.00	\$ 40.00	\$ 2,800.00
9	610	Concrete Sidewalk Curb Ramp (Standard)	53.00	EA.	\$ 1,325.00	\$ 70,225.00	\$ 1,120.00	\$ 59,360.00	\$ 850.00	\$ 45,050.00
10	610	Concrete Sidewalk Curb Ramp (Custom)	1.00	EA.	\$ 7,875.00	\$ 7,875.00	\$ 5,000.00	\$ 5,000.00	\$ 1,500.00	\$ 1,500.00
11	SPEC.	Steel Roof Drains	26.00	L.F.	\$ 150.00	\$ 3,900.00	\$ 105.00	\$ 2,730.00	\$ 650.00	\$ 16,900.00
12	402	Traffic Bound Surface Course Type E	50.00	Ton	\$ 61.00	\$ 3,050.00	\$ 50.00	\$ 2,500.00	\$ 100.00	\$ 5,000.00
13	804	Pole Foundation (Concrete 18"x48")	30.00	EA.	\$ 825.00	\$ 24,750.00	\$ 1,150.00	\$ 34,500.00	\$ 1,200.00	\$ 36,000.00
14	804	Pole Foundation (Concrete 24"x60")	16.00	EA.	\$ 929.50	\$ 14,872.00	\$ 1,540.00	\$ 24,640.00	\$ 1,600.00	\$ 25,600.00
15	803	Deep Connection Box (OG&E #1015200)	66.00	EA.	\$ 539.00	\$ 35,574.00	\$ 580.00	\$ 38,280.00	\$ 600.00	\$ 39,600.00
16	802(B)	2" PVC Sch. 40 Plastic Conduit (Street Lighting)(Trenched)	4,000.00	L.F.	\$ 6.00	\$ 24,000.00	\$ 12.00	\$ 48,000.00	\$ 12.50	\$ 50,000.00
17	802(B)	2" PVC Sch. 40 Plastic Conduit (Planter Lighting)(Trenched)	2,400.00	L.F.	\$ 6.00	\$ 14,400.00	\$ 12.00	\$ 28,800.00	\$ 12.50	\$ 30,000.00
18	SPEC.	Bike Rack	20.00	EA.	\$ 625.00	\$ 12,500.00	\$ 600.00	\$ 12,000.00	\$ 850.00	\$ 17,000.00
19	221	Erosion Control	1.00	L.S.	\$ 5,312.50	\$ 5,312.50	\$ 17,500.00	\$ 17,500.00	\$ 20,000.00	\$ 20,000.00
20	641	Mobilization	1.00	L.S.	\$ 130,000.00	\$ 130,000.00	\$ 150,000.00	\$ 150,000.00	\$ 140,000.00	\$ 140,000.00
21	642	Construction Staking	1.00	L.S.	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 25,000.00	\$ 25,000.00
22	SPEC.	Plywood Walkways	1.00	L.S.	\$ 5,000.00	\$ 5,000.00	\$ 17,500.00	\$ 17,500.00	\$ 52,000.00	\$ 52,000.00
23	802(B)	2" PVC Sch. 40 Plastic Conduit (Traffic)(Trenched)	450.00	L.F.	\$ 8.00	\$ 3,600.00	\$ 8.00	\$ 3,600.00	\$ 8.00	\$ 3,600.00
24	802(B)	3" PVC Sch. 40 Plastic Conduit (Traffic)(Trenched)	1,250.00	L.F.	\$ 11.00	\$ 13,750.00	\$ 12.00	\$ 15,000.00	\$ 12.00	\$ 15,000.00
25	809(A)	Roadway Luminaire	4.00	EA.	\$ 1,892.00	\$ 7,568.00	\$ 1,820.00	\$ 7,280.00	\$ 1,900.00	\$ 7,600.00
26	830	Pedestrian Push Button	8.00	EA.	\$ 1,320.00	\$ 10,560.00	\$ 1,270.00	\$ 10,160.00	\$ 1,325.00	\$ 10,600.00
27	850 (A)	Sheet Aluminum Signs	257.00	S.F.	\$ 12.50	\$ 3,212.50	\$ 35.00	\$ 8,995.00	\$ 12.50	\$ 3,212.50
28	850 (A)	Handicap Sign Assembly	12.00	EA.	\$ 1,062.50	\$ 12,750.00	\$ 1,200.00	\$ 14,400.00	\$ 1,100.00	\$ 13,200.00
29	855 (A)	Traffic Stripe (Multi Polymer) (4" Wide) (White)	3,550.00	L.F.	\$ 1.90	\$ 6,745.00	\$ 2.00	\$ 7,100.00	\$ 1.75	\$ 6,212.50
30	855 (B)	Traffic Symbols (Handicap Parking)	12.00	EA.	\$ 62.50	\$ 750.00	\$ 175.00	\$ 2,100.00	\$ 65.00	\$ 780.00
31	231	Rose Creek' Abelia (GAL. 3)	19.00	EA.	\$ 25.00	\$ 475.00	\$ 85.00	\$ 1,615.00	\$ 50.00	\$ 950.00
32	231	Crimson Pygmy' Barberry (gal. 3)	11.00	EA.	\$ 38.00	\$ 418.00	\$ 85.00	\$ 935.00	\$ 40.00	\$ 440.00
33	231	Wintergreen' Boxwood (gal. 3)	30.00	EA.	\$ 23.00	\$ 690.00	\$ 85.00	\$ 2,550.00	\$ 35.00	\$ 1,050.00
34	231	Feather Reed Grass (gal. 5)	53.00	EA.	\$ 40.00	\$ 2,120.00	\$ 112.00	\$ 5,936.00	\$ 46.00	\$ 2,438.00
35	231	Elaeagnus (gal. 5)	19.00	EA.	\$ 33.00	\$ 627.00	\$ 112.00	\$ 2,128.00	\$ 46.00	\$ 874.00
36	231	Purpleleaf Wintercreeper (gal. 1)	143.00	EA.	\$ 8.00	\$ 1,144.00	\$ 21.00	\$ 3,003.00	\$ 14.25	\$ 2,037.75
37	231	Red Yucca (gal. 5)	16.00	EA.	\$ 35.00	\$ 560.00	\$ 112.00	\$ 1,792.00	\$ 48.00	\$ 768.00
38	231	Carissa' Holly (gal. 3)	51.00	EA.	\$ 25.00	\$ 1,275.00	\$ 85.00	\$ 4,335.00	\$ 42.00	\$ 2,142.00
39	231	Dwarf Yaupon Holly (gal. 3)	115.00	EA.	\$ 23.00	\$ 2,645.00	\$ 85.00	\$ 9,775.00	\$ 35.00	\$ 4,025.00
40	231	Saybrook Gold' Juniper (gal. 5)	17.00	EA.	\$ 50.00	\$ 850.00	\$ 120.00	\$ 2,040.00	\$ 49.00	\$ 833.00
41	231	Sea Green' Juniper (gal. 5)	5.00	EA.	\$ 63.00	\$ 315.00	\$ 112.00	\$ 560.00	\$ 49.00	\$ 245.00
42	231	Blue Pacific' Juniper (gal. 3)	108.00	EA.	\$ 25.00	\$ 2,700.00	\$ 85.00	\$ 9,180.00	\$ 48.00	\$ 5,184.00

COS-PW-14-03

MAIN ST. STREETScape PROJECT

43	231	Blue Rug' Juniper (gal. 3)	32.00	EA.	\$	38.00	\$	1,216.00	\$	85.00	\$	2,720.00	\$	48.00	\$	1,536.00
44	231	Mini Arcadia' Juniper (gal. 5)	22.00	EA.	\$	25.00	\$	550.00	\$	112.00	\$	2,464.00	\$	53.00	\$	1,166.00
45	231	Skandia' Juniper (gal. 5)	11.00	EA.	\$	38.00	\$	418.00	\$	112.00	\$	1,232.00	\$	53.00	\$	583.00
46	231	Grey Owl' Juniper (gal. 5)	36.00	EA.	\$	38.00	\$	1,368.00	\$	112.00	\$	4,032.00	\$	53.00	\$	1,908.00
47	231	Pokomoke' Crapemyrtle (gal. 5)	35.00	EA.	\$	40.00	\$	1,400.00	\$	85.00	\$	2,975.00	\$	48.00	\$	1,680.00
48	231	Big Blue' Liriope (gal. 1)	622.00	EA.	\$	7.50	\$	4,665.00	\$	21.00	\$	13,062.00	\$	10.00	\$	6,220.00
49	231	Variegata' Liriope (gal. 1)	267.00	EA.	\$	7.50	\$	2,002.50	\$	21.00	\$	5,607.00	\$	14.00	\$	3,738.00
50	231	Maiden Grass (gal. 5)	5.00	EA.	\$	25.00	\$	125.00	\$	112.00	\$	560.00	\$	48.00	\$	240.00
51	231	Firepower' Nanadina (gal. 3)	37.00	EA.	\$	30.00	\$	1,110.00	\$	85.00	\$	3,145.00	\$	45.00	\$	1,665.00
52	231	Flirt' Nandina (gal. 3)	9.00	EA.	\$	30.00	\$	270.00	\$	85.00	\$	765.00	\$	45.00	\$	405.00
53	231	Gulfstream' Nandina (gal. 3)	84.00	EA.	\$	30.00	\$	2,520.00	\$	85.00	\$	7,140.00	\$	45.00	\$	3,780.00
54	231	Mondo Grass (gal. 1)	431.00	EA.	\$	7.50	\$	3,232.50	\$	21.00	\$	9,051.00	\$	15.00	\$	6,465.00
55	231	Hameln' Grass (gal. 3)	99.00	EA.	\$	22.50	\$	2,227.50	\$	85.00	\$	8,415.00	\$	42.00	\$	4,158.00
56	231	Pinkie' Indian Hawthorn (gal. 5)	12.00	EA.	\$	32.50	\$	390.00	\$	112.00	\$	1,344.00	\$	48.00	\$	576.00
57	SPEC.	Taxodium Disticum, Shawnee Brave Tree (3 1/2" - 4" Cal.)	10.00	EA.	\$	730.00	\$	7,300.00	\$	960.00	\$	9,600.00	\$	775.00	\$	7,750.00
58	SPEC.	Pistacia Chinensis, (3 1/2" - 4" Cal.)	10.00	EA.	\$	658.00	\$	6,580.00	\$	960.00	\$	9,600.00	\$	775.00	\$	7,750.00
59	SPEC.	Tree Grate (60"x60")	20.00	EA.	\$	4,575.00	\$	91,500.00	\$	3,500.00	\$	70,000.00	\$	4,000.00	\$	80,000.00
60	SPEC.	Landscaping Irrigation System (Solar Powered)	5.00	EA.	\$	12,000.00	\$	60,000.00	\$	14,400.00	\$	72,000.00	\$	37,000.00	\$	185,000.00
61	802(B)	2 1/2" PVC Sch. 40 Plastic Conduit (Irrigation)(Trenched)	2,500.00	L.F.	\$	8.80	\$	22,000.00	\$	12.00	\$	30,000.00	\$	12.50	\$	31,250.00
62	802(B)	4" PVC Sch. 40 Plastic Conduit (Irrigation)(Trenched)	600.00	L.F.	\$	13.20	\$	7,920.00	\$	24.00	\$	14,400.00	\$	20.00	\$	12,000.00
TOTAL BASE BID								\$ 1,131,013.00		\$ -		\$ 1,489,290.00		\$ -		\$ 1,778,495.75
NON PARTICIPATING																
63	619	Remove Pavement	14,000.00	S.Y.	\$	8.00	\$	112,000.00	\$	12.00	\$	168,000.00	\$	14.00	\$	196,000.00
64	619	Remove Storm Sewer Inlet	45.00	EA.	\$	375.00	\$	16,875.00	\$	900.00	\$	40,500.00	\$	1,250.00	\$	56,250.00
65	619	Remove Storm Sewer Manhole	9.00	EA.	\$	765.00	\$	6,885.00	\$	2,820.00	\$	25,380.00	\$	1,250.00	\$	11,250.00
66	619	Remove 8" Storm Sewer Pipe	262.00	L.F.	\$	9.50	\$	2,489.00	\$	40.00	\$	10,480.00	\$	12.50	\$	3,275.00
67	619	Remove 12" Storm Sewer Pipe	569.00	L.F.	\$	8.30	\$	4,722.70	\$	42.00	\$	23,898.00	\$	18.75	\$	10,668.75
68	619	Remove 15" Storm Sewer Pipe	19.00	L.F.	\$	56.00	\$	1,064.00	\$	48.00	\$	912.00	\$	25.00	\$	475.00
69	619	Remove 18" Storm Sewer Pipe	244.00	L.F.	\$	10.25	\$	2,501.00	\$	57.00	\$	13,908.00	\$	31.25	\$	7,625.00
70	619	Remove 36" Storm Sewer Pipe	80.00	L.F.	\$	31.25	\$	2,500.00	\$	72.00	\$	5,760.00	\$	43.75	\$	3,500.00
71	414	8" Concrete Paving	8,835.00	S.Y.	\$	56.75	\$	501,386.25	\$	65.00	\$	574,275.00	\$	50.00	\$	441,750.00
72	414	8" Concrete Paving (Colored)(Stamped)	2,630.00	S.Y.	\$	64.50	\$	169,635.00	\$	130.00	\$	341,900.00	\$	105.00	\$	276,150.00
73	609	6" Integral Curb	5,996.00	L.F.	\$	5.50	\$	32,978.00	\$	7.00	\$	41,972.00	\$	13.50	\$	80,946.00
74	307	10" CKD Subgrade	13,000.00	S.Y.	\$	10.00	\$	130,000.00	\$	9.00	\$	117,000.00	\$	8.65	\$	112,450.00
75	202	Select Borrow	1,850.00	C.Y.	\$	15.00	\$	27,750.00	\$	25.00	\$	46,250.00	\$	18.00	\$	33,300.00
76	202	Unclassified Excavation	300.00	C.Y.	\$	13.50	\$	4,050.00	\$	20.00	\$	6,000.00	\$	15.00	\$	4,500.00
77	613	18" RCP	1,256.00	L.F.	\$	95.65	\$	120,136.40	\$	99.00	\$	124,344.00	\$	118.75	\$	149,150.00
78	613	36" RCP	80.00	L.F.	\$	165.00	\$	13,200.00	\$	270.00	\$	21,600.00	\$	250.00	\$	20,000.00
79	611	3'x5'x2' Blind Junction Box	1.00	EA.	\$	5,400.00	\$	5,400.00	\$	2,880.00	\$	2,880.00	\$	4,375.00	\$	4,375.00
80	611	Spec. CICI Inlet (Design #2)	1.00	EA.	\$	7,750.00	\$	7,750.00	\$	7,050.00	\$	7,050.00	\$	5,625.00	\$	5,625.00
81	611	CICI Inlet (Des 2-0)	32.00	EA.	\$	4,059.00	\$	129,888.00	\$	3,875.00	\$	124,000.00	\$	5,625.00	\$	180,000.00
82	611	4' Dia Storm Sewer Manhole	13.00	EA.	\$	2,600.00	\$	33,800.00	\$	2,870.00	\$	37,310.00	\$	2,187.00	\$	28,431.00
83	612	Adjust Manhole to Grade	1.00	EA.	\$	940.00	\$	940.00	\$	650.00	\$	650.00	\$	625.00	\$	625.00
84	616	14" Waterline (PVC)	122.00	L.F.	\$	122.00	\$	14,884.00	\$	146.00	\$	17,812.00	\$	137.50	\$	16,775.00
85	616	12" Waterline (PVC)	2,050.00	L.F.	\$	63.00	\$	129,150.00	\$	104.00	\$	213,200.00	\$	127.50	\$	261,375.00
86	616	6" Waterline (PVC)	388.00	L.F.	\$	30.00	\$	11,640.00	\$	99.00	\$	38,412.00	\$	112.50	\$	43,650.00
87	616	4" Waterline (PVC)	10.00	L.F.	\$	1,000.00	\$	10,000.00	\$	102.00	\$	1,020.00	\$	106.25	\$	1,062.50
88	616	Fire Hydrant Assembly	5.00	EA.	\$	3,700.00	\$	18,500.00	\$	5,100.00	\$	25,500.00	\$	5,312.50	\$	26,562.50

COS-PW-14-03

MAIN ST. STREETScape PROJECT

89	616	14"x14" Tapping Sleeve	2.00	EA.	\$	7,625.00	\$	15,250.00	\$	6,500.00	\$	13,000.00	\$	15,000.00	\$	30,000.00
90	616	12"x12" Tapping Sleeve	2.00	EA.	\$	4,000.00	\$	8,000.00	\$	3,850.00	\$	7,700.00	\$	9,375.00	\$	18,750.00
91	616	10"x10" Tapping Sleeve	1.00	EA.	\$	2,775.00	\$	2,775.00	\$	3,275.00	\$	3,275.00	\$	5,625.00	\$	5,625.00
92	616	6"x6" Tapping Sleeve	5.00	EA.	\$	1,200.00	\$	6,000.00	\$	1,385.00	\$	6,925.00	\$	4,375.00	\$	21,875.00
93	616	4"x4" Tapping Sleeve	2.00	EA.	\$	1,156.25	\$	2,312.50	\$	1,200.00	\$	2,400.00	\$	3,125.00	\$	6,250.00
94	616	14" Tapping Valve & Box	2.00	EA.	\$	10,550.00	\$	21,100.00	\$	6,780.00	\$	13,560.00	\$	10,625.00	\$	21,250.00
95	616	12" Tapping Valve & Box	2.00	EA.	\$	3,800.00	\$	7,600.00	\$	2,970.00	\$	5,940.00	\$	6,875.00	\$	13,750.00
96	616	10" Tapping Valve & Box	1.00	EA.	\$	3,700.00	\$	3,700.00	\$	2,830.00	\$	2,830.00	\$	5,625.00	\$	5,625.00
97	616	6" Tapping Valve & Box	5.00	EA.	\$	1,410.00	\$	7,050.00	\$	1,180.00	\$	5,900.00	\$	4,375.00	\$	21,875.00
98	616	4" Tapping Valve & Box	2.00	EA.	\$	1,237.50	\$	2,475.00	\$	1,060.00	\$	2,120.00	\$	3,125.00	\$	6,250.00
99	616	14" Gate Valve & Box	2.00	EA.	\$	9,800.00	\$	19,600.00	\$	10,140.00	\$	20,280.00	\$	10,625.00	\$	21,250.00
100	616	12" Gate Valve & Box	12.00	EA.	\$	2,862.50	\$	34,350.00	\$	4,110.00	\$	49,320.00	\$	6,875.00	\$	82,500.00
101	616	6" Gate Valve & Box	13.00	EA.	\$	1,078.00	\$	14,014.00	\$	2,340.00	\$	30,420.00	\$	4,375.00	\$	56,875.00
102	616	14"x12" Cross	1.00	EA.	\$	2,470.00	\$	2,470.00	\$	1,140.00	\$	1,140.00	\$	937.50	\$	937.50
103	616	12"x12" Cross	1.00	EA.	\$	1,267.00	\$	1,267.00	\$	1,170.00	\$	1,170.00	\$	812.50	\$	812.50
104	616	12"x6" Cross	3.00	EA.	\$	470.75	\$	1,412.25	\$	920.00	\$	2,760.00	\$	687.50	\$	2,062.50
105	616	12"x4" Cross	1.00	EA.	\$	476.25	\$	476.25	\$	1,000.00	\$	1,000.00	\$	656.25	\$	656.25
106	616	14"x14" Tee	2.00	EA.	\$	952.50	\$	1,905.00	\$	1,225.00	\$	2,450.00	\$	1,062.50	\$	2,125.00
107	616	12"x12" Tee	2.00	EA.	\$	558.00	\$	1,116.00	\$	1,070.00	\$	2,140.00	\$	937.50	\$	1,875.00
108	616	12"x10" Tee	1.00	EA.	\$	627.75	\$	627.75	\$	685.00	\$	685.00	\$	906.25	\$	906.25
109	616	12"x6" Tee	6.00	EA.	\$	375.00	\$	2,250.00	\$	830.00	\$	4,980.00	\$	875.00	\$	5,250.00
110	616	6"x6" Tee	5.00	EA.	\$	265.50	\$	1,327.50	\$	555.00	\$	2,775.00	\$	687.50	\$	3,437.50
111	616	6"x4" Tee	2.00	EA.	\$	201.00	\$	402.00	\$	450.00	\$	900.00	\$	656.25	\$	1,312.50
112	616	4"x45° Bend	1.00	EA.	\$	96.00	\$	96.00	\$	305.00	\$	305.00	\$	312.50	\$	312.50
113	616	12"x45° Bend	2.00	EA.	\$	284.00	\$	568.00	\$	775.00	\$	1,550.00	\$	687.50	\$	1,375.00
114	616	6"x22 1/2° Bend	12.00	EA.	\$	90.00	\$	1,080.00	\$	330.00	\$	3,960.00	\$	562.50	\$	6,750.00
115	616	12"x22 1/2° Bend	8.00	EA.	\$	274.00	\$	2,192.00	\$	660.00	\$	5,280.00	\$	687.50	\$	5,500.00
116	616	14"x22 1/2° Bend	4.00	EA.	\$	468.00	\$	1,872.00	\$	805.00	\$	3,220.00	\$	812.50	\$	3,250.00
117	616	12"x6" Reducer	1.00	EA.	\$	207.00	\$	207.00	\$	460.00	\$	460.00	\$	562.50	\$	562.50
118	616	14" Cap	2.00	EA.	\$	222.00	\$	444.00	\$	580.00	\$	1,160.00	\$	437.50	\$	875.00
119	616	12" Cap	3.00	EA.	\$	149.00	\$	447.00	\$	515.00	\$	1,545.00	\$	375.00	\$	1,125.00
120	616	6" Cap	7.00	EA.	\$	220.00	\$	1,540.00	\$	240.00	\$	1,680.00	\$	250.00	\$	1,750.00
121	616	14" Plug	4.00	EA.	\$	367.50	\$	1,470.00	\$	805.00	\$	3,220.00	\$	437.50	\$	1,750.00
122	616	12" Plug	10.00	EA.	\$	165.00	\$	1,650.00	\$	700.00	\$	7,000.00	\$	375.00	\$	3,750.00
123	616	10" Plug	2.00	EA.	\$	182.00	\$	364.00	\$	660.00	\$	1,320.00	\$	312.50	\$	625.00
124	616	6" Plug	10.00	EA.	\$	63.75	\$	637.50	\$	240.00	\$	2,400.00	\$	250.00	\$	2,500.00
125	616	4" Plug	4.00	EA.	\$	44.00	\$	176.00	\$	230.00	\$	920.00	\$	187.50	\$	750.00
126	616	6" Solid Sleeve	1.00	EA.	\$	119.00	\$	119.00	\$	2,680.00	\$	2,680.00	\$	437.50	\$	437.50
127	616	4" Solid Sleeve	2.00	EA.	\$	89.50	\$	179.00	\$	2,600.00	\$	5,200.00	\$	375.00	\$	750.00
128	616	14" Megalug	22.00	EA.	\$	302.00	\$	6,644.00	\$	750.00	\$	16,500.00	\$	281.25	\$	6,187.50
129	616	12" Megalug	69.00	EA.	\$	186.00	\$	12,834.00	\$	510.00	\$	35,190.00	\$	250.00	\$	17,250.00
130	616	10" Megalug	4.00	EA.	\$	169.25	\$	677.00	\$	420.00	\$	1,680.00	\$	218.75	\$	875.00
131	616	6" Megalug	78.00	EA.	\$	70.35	\$	5,487.30	\$	240.00	\$	18,720.00	\$	187.50	\$	14,625.00
132	616	4" Megalug	14.00	EA.	\$	93.45	\$	1,308.30	\$	210.00	\$	2,940.00	\$	156.25	\$	2,187.50
133	616	Single Short Service	3.00	EA.	\$	1,708.00	\$	5,124.00	\$	1,140.00	\$	3,420.00	\$	3,125.00	\$	9,375.00
134	616	Remove & Reset Water Meter	3.00	EA.	\$	1,125.00	\$	3,375.00	\$	1,630.00	\$	4,890.00	\$	4,375.00	\$	13,125.00
135	619	Remove 12" Plug	2.00	EA.	\$	937.50	\$	1,875.00	\$	2,200.00	\$	4,400.00	\$	1,875.00	\$	3,750.00
136	619	Remove Valve Box	18.00	EA.	\$	417.00	\$	7,506.00	\$	250.00	\$	4,500.00	\$	1,062.50	\$	19,125.00

COS-PW-14-03

MAIN ST. STREETScape PROJECT

137	619	Remove Fire Hydrant Assembly	5.00	EA.	\$	1,875.00	\$	9,375.00	\$	1,000.00	\$	5,000.00	\$	3,125.00	\$	15,625.00
138	612	Adjust to Grade Valve Box	1.00	EA.	\$	562.50	\$	562.50	\$	650.00	\$	650.00	\$	437.50	\$	437.50
139	616	Testing & Disinfection	1.00	L.S.	\$	7,937.50	\$	7,937.50	\$	20,000.00	\$	20,000.00	\$	18,750.00	\$	18,750.00
140	803(A)	Pull Box (Size I)	15.00	EA.	\$	566.50	\$	8,497.50	\$	580.00	\$	8,700.00	\$	600.00	\$	9,000.00
141	803(A)	Pull Box (Size II)	5.00	EA.	\$	649.00	\$	3,245.00	\$	720.00	\$	3,600.00	\$	750.00	\$	3,750.00
142	804(A)	Structural Concrete	12.00	C.Y.	\$	704.00	\$	8,448.00	\$	685.00	\$	8,220.00	\$	715.00	\$	8,580.00
143	804(B)	Reinforcing Steel	1,800.00	LBS.	\$	2.20	\$	3,960.00	\$	3.00	\$	5,400.00	\$	2.50	\$	4,500.00
144	805(A)	Removal of Traffic Signal Equipment	1.00	L.S.	\$	23,485.00	\$	23,485.00	\$	14,310.00	\$	14,310.00	\$	15,000.00	\$	15,000.00
145	806(A)	32' MH Pole, 25' TS & 10' LMA (G.STL.)	2.00	EA.	\$	11,572.00	\$	23,144.00	\$	9,370.00	\$	18,740.00	\$	10,000.00	\$	20,000.00
146	806(A)	32' MH Pole, 35' TS & 10' LMA (G.STL.)	2.00	EA.	\$	20,317.00	\$	40,634.00	\$	11,065.00	\$	22,130.00	\$	11,500.00	\$	23,000.00
147	806(B)	10' MTG. HT. TS PED Pole (G.STL.)	4.00	EA.	\$	1,721.50	\$	6,886.00	\$	1,720.00	\$	6,880.00	\$	1,800.00	\$	7,200.00
148	810(A)	Service Pole	1.00	EA.	\$	1,078.00	\$	1,078.00	\$	720.00	\$	720.00	\$	750.00	\$	750.00
149	811	1/C No. 6 Elect. Cond.	200.00	L.F.	\$	2.20	\$	440.00	\$	3.00	\$	600.00	\$	2.50	\$	500.00
150	811	1/C No. 10 Elect. Cond.	1,120.00	L.F.	\$	1.10	\$	1,232.00	\$	2.00	\$	2,240.00	\$	1.25	\$	1,400.00
151	825	Traffic Signal Controller Assembly	1.00	EA.	\$	29,315.00	\$	29,315.00	\$	32,350.00	\$	32,350.00	\$	34,000.00	\$	34,000.00
152	828	Detection System (Video)	1.00	L.S.	\$	33,000.00	\$	33,000.00	\$	38,770.00	\$	38,770.00	\$	40,500.00	\$	40,500.00
153	831	1Way3Sec. Adj. Sig. Hd. S-6	8.00	EA.	\$	649.00	\$	5,192.00	\$	745.00	\$	5,960.00	\$	775.00	\$	6,200.00
154	831	1Way4Sec. Adj. Sig. Hd. S-16	2.00	EA.	\$	858.00	\$	1,716.00	\$	1,000.00	\$	2,000.00	\$	1,050.00	\$	2,100.00
155	831	1Way2Sec. Adj. Ped. Sig. Hd. S-20	8.00	EA.	\$	561.00	\$	4,488.00	\$	650.00	\$	5,200.00	\$	675.00	\$	5,400.00
156	833	Backplate	10.00	EA.	\$	110.00	\$	1,100.00	\$	100.00	\$	1,000.00	\$	105.00	\$	1,050.00
157	834(A)	5/C Traffic Signal Electrical Cable	1,140.00	L.F.	\$	2.20	\$	2,508.00	\$	3.00	\$	3,420.00	\$	2.85	\$	3,249.00
158	834(A)	7/C Traffic Signal Electrical Cable	250.00	L.F.	\$	3.30	\$	825.00	\$	4.00	\$	1,000.00	\$	3.75	\$	937.50
159	834(A)	21/C Traffic Signal Electrical Cable	700.00	L.F.	\$	5.50	\$	3,850.00	\$	7.00	\$	4,900.00	\$	6.75	\$	4,725.00
160	834(B)	2/C Shielded Loop Detector Lead-In Cable	50.00	L.F.	\$	1.10	\$	55.00	\$	4.00	\$	200.00	\$	3.75	\$	187.50
161	840(A)	E.P.S. Optical Emitter	1.00	EA.	\$	770.00	\$	770.00	\$	1,000.00	\$	1,000.00	\$	1,050.00	\$	1,050.00
162	840(B)	E.P.S. Optical Detector	4.00	EA.	\$	506.00	\$	2,024.00	\$	440.00	\$	1,760.00	\$	455.00	\$	1,820.00
163	840 (C)	E.P.S. Optical Detector Cable	950.00	L.F.	\$	1.65	\$	1,567.50	\$	2.00	\$	1,900.00	\$	1.50	\$	1,425.00
164	840(D)	E.P.S. 2 Channel Phase Selector	2.00	EA.	\$	1,375.00	\$	2,750.00	\$	1,660.00	\$	3,320.00	\$	1,750.00	\$	3,500.00
165	850 (C)	Mast Arm Mounted Signs (Alum.)	57.00	S.F.	\$	49.50	\$	2,821.50	\$	40.00	\$	2,280.00	\$	37.50	\$	2,137.50
166	850 (A)	Stop Sign Assembly	20.00	EA.	\$	1,312.50	\$	26,250.00	\$	1,200.00	\$	24,000.00	\$	1,300.00	\$	26,000.00
167	850 (A)	Speed Limit Sign Assembly	4.00	EA.	\$	937.50	\$	3,750.00	\$	1,200.00	\$	4,800.00	\$	950.00	\$	3,800.00
168	855 (A)	Traffic Stripe (Multi Polymer) (24" Wide) (White)	328.00	L.F.	\$	6.30	\$	2,066.40	\$	6.00	\$	1,968.00	\$	6.25	\$	2,050.00
169	855 (A)	Traffic Stripe (Multi Polymer) (4" Wide) (Yellow)	3,110.00	L.F.	\$	1.90	\$	5,909.00	\$	2.00	\$	6,220.00	\$	1.75	\$	5,442.50
170	855 (B)	Traffic Stripe (Multi Polymer) (Arrows) (White)	4.00	EA.	\$	250.00	\$	1,000.00	\$	175.00	\$	700.00	\$	250.00	\$	1,000.00
171	880 (J)	Traffic Control	1.00	L.S.	\$	30,000.00	\$	30,000.00	\$	100,000.00	\$	100,000.00	\$	21,000.00	\$	21,000.00
					\$	-	\$	-	\$	-	\$	-	\$	-	\$	-

TOTAL NON-PARTICIPATING BID

\$ 2,025,358.60

\$ 2,707,761.00

\$ 2,721,649.75

TOTAL BID

\$ 3,156,371.60

\$ 4,197,051.00

\$ 4,500,145.50

NOTICE TO BIDDERS

Sealed bids will be received by the City of Shawnee, Oklahoma, City Hall, 16 West 9th – P.O. Box 1448, Shawnee, OK 74802-1448 up to 4:00 p.m., **Monday, September 21, 2015**, for:

BID: CONTRACT NO. COS-PW-14-03
MAIN ST. STREETScape PROJECT FROM BEARD ST. TO OKLAHOMA AVE.

Bidding Documents, Plans and Specifications are available to qualified bidders at the office of City Engineer, 222 North Broadway, Shawnee, OK 74802-1448. The fee for Plans and Specifications is \$50.00 per contract set and is non-refundable. No documents will be mailed unless the request is accompanied by an additional \$10.00 per set to cover mailing cost. **A Pre-Bid Conference is scheduled for Wednesday, September 9, 2015, at 10:00 a.m. in the Engineering Conference Room, 222 North Broadway, Shawnee, OK.**

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

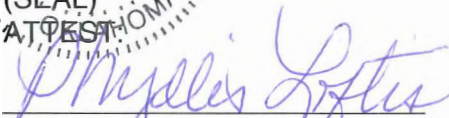
BID: CONTRACT NO. COS-PW-14-03
MAIN ST. STREETScape PROJECT FROM BEARD ST. TO OKLAHOMA AVE.
September 21, 2015

This project shall include **the complete removal and construction of (5) blocks of downtown roadway. Project will also include water mains, storm sewer, irrigation systems, landscaping and a signalized intersection.** BIDDERS must obtain Bid Documents directly from the City of Shawnee in order for Bids to be acknowledged. The ORIGINAL COPY of each bid shall be filed with the City Clerk of the City of Shawnee, Oklahoma, together with a sworn anti-collusion affidavit in writing that the bidder has not entered into any agreement, expressed or implied, with any other bidder, or bidders, for the purpose of limiting the bid, or bidders, or parcel out to any bidder, or bidders or any other persons, any part of the contract or subject matter of the bid.

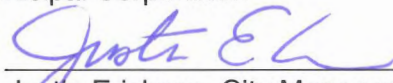
Each BIDDER shall attach to his/her BID filed with the City of Shawnee either a bidder's bond, a certified check, or a cashier's check made payable to the City of Shawnee, in an amount not less than five percent (5%) of the amount of bid as a guarantee of delivery of the service in full compliance with the specifications as issued by the City of Shawnee. Should the successful BIDDER fail to deliver the service in full compliance with the specifications within forty-five (45) days after acceptance of his/her bid, the bidder's bond, certified check or cashier's check deposited with his/her bid will be retained as and for liquidated damages. The deposit of each unsuccessful bidder will be returned when his/her bid is rejected.

The bids filed with the City Clerk will be opened and considered by the Board of Commissioners at a Public Meeting in the City Hall, Shawnee, Oklahoma, at 6:30 p.m., **Monday, September 21, 2015**. The City of Shawnee reserves the right to reject any and all bids.




Phyllis Lottis, CMC, City Clerk

CITY OF SHAWNEE, OKLAHOMA
a Municipal Corporation

BY: 
Justin Erickson, City Manager

Project Mailing list
COS-PW-14-03
Main St. Streetscape Project From Beard St. to Oklahoma Ave.

A-1 DOZER & EXCAVATING
38107 – 45TH STREET
SHAWNEE, OK 74804

ACE PAVING & CONSTRUCTION INC
NBU 8108
PRAGUE OK 74864

All Roads Paving
10200 N.W. 10th Street
Oklahoma City, OK 73127

Arbor Transport & Construction
P.O. Box 1721
Norman, OK 73070

A-TECH PAVING
P O BOX 2865
EDMOND OK 73083-2865

Austin Paving
PO Box 2707
Stillwater, OK 74076

Bishop Paving
PO Box 1334
OKC,OK 73101

CGC,LLC
101 W. 5th Street
Edmond, Oklahoma 73003

Christian Construction Company
20125 180th Street
Purcell, OK 73080

Cimarron Construction Company
7409 N.W. 85th Street
OKC,OK 73132

Connelly Paving Company
P.O. Box 75450,
OKC, OK 73147

Continental Construction Corporation
5720 N. Industrial Blvd.
Edmond, OK 73034

Continental Construction
10900 Hefner Pointe Dr. Suite
202
OKC,OK 73120

Cove Creek Construction
912 East Main St.
PO Box 350
Clarksville, Arkansas 72830

CP3 Enterprises
13112 NS 3500
Maud, Oklahoma 74854

C-P Integrated Services
3007 NW 63rd Street STE 205
Oklahoma City, OK 73116

Davenport Construction
6001 N. Horseshoe Bend
Edmond, Ok 73034

DOLESE
20 N W 13TH
OKLAHOMA CITY OK 73103

Downey Contracting LLC
3217 N.E. 63rd
OKC,OK 73121

DTH Construction
35603 Moccasin Trail
McLoud, OK 74851

Duit Construction Company, Inc.
6250 Industrial Blvd.
Edmond, OK 73034

Eagle Vision Construction
PO Box 1225
Shawnee, OK 74802

Ferguson Waterworks
2220 S.E. 18th St.
OKC, Ok 73129

Forsgren, Inc.
3000 North 23rd Street
Fort Smith, Arkansas 72904

Gayler Construction Services
Rt.1 Box 318
Earlsboro, Ok 74840

Gibson & Associates, Inc
11210 Ryliecrest
Balch Springs, Texas 75180-0579

**Hardcore Concrete Construction
Group**
15 Angie Lane
Shawnee, OK 74801-3916

Project Mailing list
COS-PW-14-03
Main St. Streetscape Project From Beard St. to Oklahoma Ave.

HASKELL LEMONS, LLC.
PO Box 75608
OKC, OK 73147

HD Supply
14701 E. 116 N
Owasso, Ok 74055

Heller Construction
PO Box 1438
Hot Springs, Arkansas 71902

Howard Construction
901 S. Spring Lane
Blanchard, OK 73010

Howards Excavating and Paving
14000 S. Meridian Ave.
OKC, Ok 73173

J & S Dozer
1822 Elmgrove Road
Muskogee, Ok 74403

Jordan Contractors
123 S. Broadway
Tecumseh, Ok 74873

Keystone Services, Inc.
P.O. Box 218
Bixby, OK 74008

**Krapff Reynolds Construction
Company**
2400 N.E. 4th Street
OKC,OK 73117

Kraus Construction
2419 N. O Street
Fort Smith, Arkansas 72901

Kustom Krete
1901 Glenn Wood Dr.
Moore, OK 73160

Landes Engineering, L.L.C.
P. O. Box 1032
Shawnee, OK 74802-1032

Legacy Services, Inc.
10020 NW 134th Street
Yukon, OK 73099

MARKWELL PAVING COMPANY
P O BOX 82005
OKC OK 73148

McWane Pipe
10012 S. Maplewood Pl
Tulsa, OK 74137

Medevelop
3847 S. Boulevard, Suite 400
Edmond, OK 73013

Meridian Contracting Inc
17500 S. Sooner Rd
Norman, OK 73071

Merryman Excavators
1501 Land Road
Woodstock, IL

Midstate Traffic Control
12501 N. Sante Fe
OKC,OK 73114

Mike Little Construction
1901 N. Kickapoo
Shawnee, OK 74804

Nash Construction Company
700 S. Irving
Oklahoma City, OK 73129

OBC Inc
PO Box 3817
Edmond, Ok 73083

Parathon Construction
PO Box 1287
Edmond, Ok 73083-1287

Pbx Corporation
PO Box 644
Sapulpa, Ok 74067

Peter Porter
4409 N. Bryan Ave.
Shawnee, OK 74804-2352, R007

PIONEER ROCK
P O BOX 176
COMMERCE OK 74339

PM Construction
131 N. Richey
Pasadena, Texas 77506

Project Mailing list
COS-PW-14-03
Main St. Streetscape Project From Beard St. to Oklahoma Ave.

RUDY CONSTRUCTION CO.
P O BOX 14575
OKC OK 73113

SAC Services
3600 S. Ross Ave.
Oklahoma City, OK 73119

SHELL CONSTRUCTION
P.O. Box 1178
OKC, OK 73101

Shiloh Enterprises, Inc.
5720 N. Industrial Blvd.
Edmond, OK 73034

Shoestring Enterprises LLC
PO Box 390
Olustee, OK 73560

Silver Star Construction, Inc.
2401 S. Broadway
Moore, OK 73160

TG Excavating
26016 E. Admiral Place
Catoosa, OK 74015

Time Striping Inc.
PO Box 1236
Van Buren, Arkansas 72957

TJ Campbell
6900 S SUNNYLANE
OKC OK 73135

Tom Hudson Paving
7400 W. HWY 33
Guthrie, OK 73044

Tonto Construction Inc
8101 W. 33rd Street South
Muskogee, Ok 74401

Traffic and Lighting Systems
13305 N. Sante Fe
OKC, OK 73114

Trent Construction
2200 N. Luther Road
Harrah, Ok 73045

T T K CONSTRUCTION
P O BOX 3681
EDMOND OK 73083

Urban Contractors
7113 N. Bryant Ave.
OKC, OK 73121

Water Works Plumbing, Inc
2613 N. Shields Blvd
Moore, Ok 73160

Wee Construction Co
PO Box 263
Washington, OK 73093

**White Hawk Engineering &
Design, LLC**
PO Box 7620
Moore, OK 73153-1620

White's Construction
2019 Spencer Dr.
Harrah, Ok 73045

WOOD & SONS PAVING
200 E. INTERSTATE 35
EDMOND OK 73034

Wynn Construction
11901 N. Eastern Ave.
OKC, OK 73131

Central Contracting
17301 South Sunny Lane
Norman, Ok 73071

Martin Marietta Materials Inc
1404 SW 89th Street
Okc, Ok 73159-6305

MKEC Engineering
1000 W. Wilshire suite 401
Okc, Ok 73116

Branco Enterprises, Inc
PO Box 459
Neosho, Missouri 64850

Oklahoma Concrete LLC
Tyler Beaty
5990 Callahan Way NE
Piedmont, Ok 73078

C3 Construction
Chris Whisenant
1012 N. Mississippi, Suite A
Ada, Ok 74820

Project Mailing list
COS-PW-14-03

Main St. Streetscape Project From Beard St. to Oklahoma Ave.

Power Play
Craig Hamelin
12812 S. Memorial Dr.
Suite 100
Bixby, Ok 74008

Knorr Systems
David Smith
PO Box 703567
Dallas, Tx 75370

Terra Pad
Attn: Karen Anderson
PO Box 55126
Tulsa, OK 74155-1126

ACS playground
8501 Mantle ave
Okc, ok. 73132

Play By Design
Cheryl Sumners
3619 E. 105th Street
Tulsa, Ok 74137

Water Technology, Inc
Ryan Nachreiner
100 Park Ave
PO Box 614
Beaver Dam, WI 53916

Kraftsman Playground & Water Parks
101 Honeytree Circle
Waxahchie, TX 75165-6903

Bryan Montgomery
ACS Playground Adventures
12104 S. 352 Rd.
Earlsboro, Ok. 74840

Arkoma Playgrounds
Becky Thompson
93 Colt Square, Suite 5
Fayetteville, AR 72703

Water's Edge Aquatic Design
Caroline Casper Business Development
11205 W. 79th St.
Lenexa, KS 66214

Waterpark Excitement
2521 N. Austin St.
Seguin, TX 78155

Project Mailing list

COS-PW-14-03

Main St. Streetscape Project From Beard St. to Oklahoma Ave.

CITY OF SHAWNEE
PLAN HOLDER'S LIST
CONTRACT NO. COS-PW-14-03
MAIN ST. STREETScape PROJECT

Plan Holders highlighted have confirmed receipt of Addendum #1

Business Name: Traffic & Lighting Signals
Contact: Jennifer Sullivan
Address: 13305 N. Santa Fe
OKC, OK 73114
Telephone: 405-524-1341
Fax: 405-524-2386
Cell: _____
E-Mail: jsullivan@tlsokc.com
Paid for & Picked Up Specs: ck#078243 mailed 8/24/15

Business Name: Rudy Construction
Contact: Phil Pratt
Address: PO Box 14575
OKC, OK 73113
Telephone: 405-478-9900
Fax: 405-478-9901
Cell: _____
E-Mail: ppratt@rudycorstruction.com
Paid for & Picked Up Specs: ck #60486 8/27/15

Business Name: Midstate Traffic Control
Contact: Len Scantling
Address: 12501 N. Santa Fe Ave.
OKC, OK 73114
Telephone: 405-751-6227
Fax: 405-751-8338
Cell: _____
E-Mail: mail@midstatetraffic.com
Paid for & Picked Up Specs: ck #137956 mailed 8/27/15

Business Name: C3 Construction Inc.
Contact: Michael Summers
Address: 1012 N. Mississippi, Suite A
Ada, OK 74820
Telephone: 580-310-0888
Fax: 580-310-0008
Cell: 580-320-8958
E-Mail: michael@c3construction.us
Paid for & Picked Up Specs: credit by phone 8/27/15

Business Name: Traffic Signals Inc
Contact: Robert Meadors
Address: Po Box 30067
Edmond, Ok 73003
Telephone: 405-341-3101
Fax: 405-348-7480
Cell: 405-203-8588
E-Mail: TSISIG@yahoo.com
Paid for & Picked Up Specs: 8/28/15 cash

Business Name: Advanced Workzone Services
Contact: Brandi Masten
Address: PO Box 1569
Muskogee, OK 74402-1569
Telephone: 918-682-9393
Fax: 918-682-9394
Cell: _____
E-Mail: bids@aw-inc.com
Paid for & Picked Up Specs: ck #5077 mailed 9/2/15

Business Name: A-Tech Paving
Contact: Hannah Hultgren
Address: PO Box 2865
Edmond, Ok 73083
Telephone: 405-418-4741
Fax: 405-418-4743
Cell: _____
E-Mail: hhultgren@atechpaving.com
Paid for & Picked Up Specs: cash 9/9/15

Business Name: CGC, LLC
Contact: Jimmy Wright
Address: 101 W. 5th Street
Edmond, Ok 73003
Telephone: 405-285-8871
Fax: 405-285-8872
Cell: 405-520-0586
E-Mail: jimmy@cgcbuilds.com
Paid for & Picked Up Specs: 9/17/15 ck #3442

Business Name: _____
Contact: _____
Address: _____

Telephone: _____
Fax: _____
Cell: _____
E-Mail: _____
Paid for & Picked Up Specs: _____

BID TABULATION SHEET

MAIN ST. STREETScape PROJECT
FROM BEARD ST. TO OKLAHOMA AVE.
COS-PW-14-03

SEPTEMBER 21, 2015

<u>BIDDER</u>	<u>AMOUNT</u>
<u>CGC</u> Edmond, OK	\$3,156,360.55 - 3,156,371.61
<u>Rudy Construction Co</u> Oklahoma City, OK	\$4,197,051.00
<u>A-Tech Paving</u> Edmond, OK	\$4,570,152.00 - 4,500,145.51
_____	_____
_____	_____

Regular Board of Commissioners

5. b.

Meeting Date: 10/05/2015

Bids Tower Generator

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Emergency Generator at North Radio Tower Site (Award)

Attachments

Generator Memo

Generator Notice

Generator Notice Mailed to List

Generator Plan Holders

Generator Bid Tab

City of Shawnee Memorandum

To: Honorable Mayor and City Commissioners
Through: Justin Erickson, City Manager
From: Donald D. Lynch, Emergency Management Director *D. L.*
Date: September 30, 2015
Re: Bids for Emergency Generator for North Radio Tower Site



NATURE OF THE REQUEST:

I am writing to request your approval on the bid for the provision of the emergency power generator and transfer switch for the North Radio Tower Site.

STAFF ANALYSIS /CONSIDERATIONS:

The following bids were received:

Vendor	Bid Amount	Additional 2 Year Warranty	Additional 5 Year Warranty
Imajenus Broken Arrow, OK	\$30,995.00	+\$225.00	+\$470.00
M & J Contractors, LLC Ada, OK	\$37,915.00	Included	+\$1300.00
Libra Electric Company Oklahoma City, OK	\$39,525.00	+\$716.25	+\$1597.50
All Phase Electric, Inc. Shawnee, OK	\$52,405.00	+\$660.00	+\$880.00

Staff reviewed the bids and found the bid packet from the low bidder to be in order.

Staff contacted references for the low bidder and received favorable recommendations. The Federal Debarred and Suspended Vendors list was also checked and this bidder was not on that list.

BUDGET CONSIDERATIONS:

The needed funds are available in the 9-1-1 fund. Since the radio repeater site will be used to disburse calls for service made to the Shawnee 9-1-1 Center, this is a legal use of the 9-1-1 fees.

RECOMMENDATION:

Staff recommends awarding the contract to the low bidder: Imajenus of Broken Arrow, Oklahoma with the additional 5-year warranty for a total project cost of \$ 31,465.00

Thank you for your favorable attention to this request.

CITY OF SHAWNEE OKLAHOMA

NOTICE TO BIDDERS FOR PURCHASE AND INSTALLATION OF THE SHAWNEE NORTH RADIO TOWER SITE GENERATOR

Notice is hereby given that the City of Shawnee desires to receive bids for the provision of the emergency power generator for the Shawnee north radio tower site, located at 8523 North Kickapoo Street, Shawnee, Oklahoma.

Prospective bidders may obtain Bidding Documents in the Office of the City Clerk, City Hall Building, 16 W. 9th, Shawnee, Oklahoma 74801, and shall sign the Bidding Documents Receipt List.

Bids will be received in the Office of the City Clerk, 16 W. 9th, Shawnee, Oklahoma 74801, by no later than 4:00 P.M. on Monday, September 21, 2015.

Each bid shall be accompanied by a bid security in the amount of 5% of the total amount of the bid.

Bids shall be based upon the Plans and Specifications and other Bidding Documents.

This project consists of providing the emergency generator at the Shawnee north radio tower site, 8523 North Kickapoo Street, Shawnee, Oklahoma, which shall include installation of a new propane gas fueled generator, exhaust silencer, weatherproof enclosure, transfer switch, and remote enunciator panel.

Bids shall include all necessary permits, cleanup and removal of debris, warranties and guarantees, and specification sheets of components proposed.

Bidders are encouraged to visit the facility to obtain all details needed prior to submitting their bid so that their bid is complete and total.

The Point of Contact for this project is the City Emergency Management Director who may be reached at telephone number 1-405-878-1650.

All Bids timely received will be opened and reviewed by the City Emergency Management Director.

The successful bidder shall deliver the executed Contract and the certificates of insurance to the City prior to the commencement of work and shall deliver the executed bonds within seven (7) calendar days following the City's notification of its intent to award Contract, unless that time is extended by the City Emergency Management Director. The City Emergency Management Director may immediately issue a Work Order to the successful Bidder.

The City Emergency Management Director reserves the right to recommend that the City Commission of the City of Shawnee reject any or all bids and to recommend that the Commission waive immaterial defects and irregularities.

The Bidder shall use the Bid Forms and Affidavits provided in the Bidding Documents or photocopies thereof. All forms must be signed and all affidavits sworn to and notarized. All bids

shall be typewritten or legibly printed in ink. Bidder shall file the bid in a sealed envelope. Each envelope shall bear a legible notation thereon that it is a bid upon the project proposed.

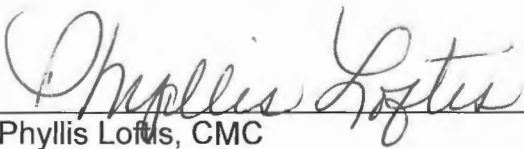
The City Emergency Management Director may issue addenda as may be necessary in the best interest of the public and the City of Shawnee. Addenda may amend the date and/or time for receipt of bids or any specification, item, document or requirement in the Bidding Documents.

Signed: 
Cynthia Sementelli

Title: Acting City Manager

Date: 8/27/15




Phyllis Lofis, CMC
City Clerk

POTENTIAL BIDDERS LIST

SHAWNEE NORTH RADIO TOWER SITE GENERATOR

All Phase Electric, Inc.
901 North Hobson
Shawnee, OK 74801
405-273-3381

Sabre Industries
7101 South Bridge Drive
Sioux City, IA 51111
712-224-1642

Libra Electric Company
4634 Enterprise Drive
Oklahoma City, OK 73128
405-949-9371

Premier I.E.C.
1086 Athens Avenue Suite L
Bethel Heights, AR 72764

Bob's Electric
3500 North Bryan Avenue
Shawnee, OK 74804

Four Way Electric
Rt. 2 Box 108
Meeker, OK 74855

Lowder Electric Company
16401 South Rock Creek Road
Shawnee, OK 74801

Rethford Electric
45801 Hardesty Road
Shawnee, OK 74801

Terrell Electric Inc.
523 Highland Parkway
Norman, OK 73069

Hunzicker Brothers, Inc.
18 West Kickapoo Spur
Shawnee, OK 74801

Bryan Electric
RFD2 Box 193
Tecumseh, OK 74873

Greg Rodgers Electrical Services
4307 Liberty Circle
Shawnee, OK 74804

Morgan Electric
19751 NE 23rd Street
Harrah, OK 73045

Shawnee Lighting Systems
36609 45th Street
Shawnee, OK 74804

Wilson Electric Heat and Air, Inc.
42506 Westech Road
Shawnee, OK 74804

Bob Genzer Electric
920 East Wilson Street
Shawnee, OK 74804

Clifford Power Systems
7300 Melrose Lane
Oklahoma City, OK 73127

CDL Electric Co., Inc.
201 North Joplin Street
Pittsburg, KS 66762

Sooner State Generators, Inc.
11100 East 123rd Streen North
Collinsville, OK 74021

LIST OF POTENTIAL VENDORS RECEIVING BID PACKETS FROM
CITY CLERK'S OFFICE

Emergency Generator for North Radio Tower Site

Company Name: All Phase Electric Inc.
Address: 901 N. Hobson
City: Shawnee State: OK ZIP: 74801
Daytime Phone: 405 273 3381
Fax: 405 275 4742
e-Mail: apeinc.94@sbcglobal.net
Received by: Charlie Thompson
Date Received: 9/2/15 1:31pm

Company Name: Sabre Ind
Address: 7101 S. Bridge Dr.
City: Sioux City State: IA ZIP: 51111
Daytime Phone: 712 224 1642
Fax: 712 279 0814
e-Mail: amvanroekel@sabreindustries.com
Received by: Via regular mail
Date Received: 9/3/2015 8:58am

LIST OF POTENTIAL VENDORS RECEIVING BID PACKETS FROM
CITY CLERK'S OFFICE

Emergency Generator for North Radio Tower Site

Company Name: Libra Electric Company
 Address: 4034 Enterprise Drive
 City: Okla City State: OK ZIP: 73128
 Daytime Phone: 405-949-9371
 Fax: 405-949-9373
 e-Mail: David@libraelectric.net
 Received by: via regular mail
 Date Received: 09-04-2015

Company Name: Premier IEC
 Address: 7086 Athens Ave Ste 2
 City: Bethel Heights State: AR ZIP: 72764
 Daytime Phone: ~~479~~ 479-306-1875
 Fax: 479-927-1956
 e-Mail: mHutcherson@premieriec.com
 Received by: _____
 Date Received: 09/05/2015

LIST OF POTENTIAL VENDORS RECEIVING BID PACKETS FROM
CITY CLERK'S OFFICE

Emergency Generator for North Radio Tower Site

Company Name: Bright Lighting
 Address: 1111 E. Pine St
 City: Tulsa State: OK ZIP: 74116
 Daytime Phone: 918-834-8020
 Fax: 918-838-0548
 e-Mail: Joe@blconstruction.com
 Received by: Joe Metzler
 Date Received: 9/9/15 9:51am

Company Name: Texoma Contractor
 Address: 207 Eastpointe Dr
 City: Muskogee State: OK ZIP: 74403
 Daytime Phone: 918-682-1435
 Fax: 918-683-5272
 e-Mail: DFuller@TexomaInc.com
 Received by: Chris Butler for David Fuller
 Date Received: 9/9/15 3:18pm

**BID TABULATION
NORTH TOWER SITE GENERATOR
CITY OF SHAWNEE, OKLAHOMA
September 21, 2015**

Scope of Work:

The work included in this project will consist of furnishing all labor, equipment, transportation, hardware, mounting devices, materials, components, and incidentals necessary to:

- A. Provide and install a new propane gas fired 50 kVA single phase 120-240 emergency power generator at the Shawnee north radio tower site, 8523 North Kickapoo Street, Shawnee Oklahoma. Generator to be installed in fenced area around transmitter facility.
- B. Install a new automatic transfer switch in transmitter facility.
- C. Install new underground PVC (if needed) from transmitter facility to the generator location.
- D. Install a remote enunciator panel in the transmitter facility which shall include a monitoring system, signal lights and terminals, and an audible alarm to signal status and possible malfunction of generators.
- E. Install propane gas line to generator.
- F. Install water jacket heater and wiring on generator.
- G. Provide and Install control wiring including conduit, wire, boxes, etc. from generator to transfer switch. The automatic transfer switch shall be wired so that if the unit loses normal power, the emergency generator shall start.
- H. Provide a set of technical drawings and equipment manuals for the equipment/services provided such that a "relative layman" can read, effectively interpret the contents and understand the various components of the equipment/services provided. Start-up service, parts, and repair manuals shall be included in the bid price and shall be provided for all equipment delivered.
- I. Bidder shall provide a manufacturers specification sheet and all warranty information for all equipment proposed in this Bid. Optional Extended warranties and service agreements and related pricing may also be included.
- J. Bidder will provide installation/setting/poring of a concrete pad at the location specified by the City near the transmitter building. Such pad to be of sufficient weight and dimensions to provide the foundation for the generator and enclosure proposed by the bidder.
- K. Bidder will provide and install a new propane tank and fuel delivery piping to connect the tank to the generator. The tank is to hold a quantity of propane equal to the amount required to operate the proposed generator (according to manufacturer's specifications) for a period of not less than 24 hours. Tank and piping will meet all applicable building codes and standards. The tank is to be installed at the site in accordance with the location specified by the City.
- L. Bidder will provide installation/setting/pouring a concrete pad at the location specified by the City of sufficient weight and dimensions to support the propane tank listed in item k above.

VENDOR	Bid Amount	Additional for 2-year Warranty	Additional for 3-year Warranty	Additional for 4-year Warranty	Additional for 5-year Warranty
Imajenus Broken Arrow, OK	\$30,995.00	\$275.00			\$470.00
Libra Electric Company Oklahoma City, OK	\$39,525.00	\$716.25			\$1597.50
All Phase Electric Inc. Shawnee, OK	\$52,465.00	\$660.00			\$880.00
M&J Contractors LLC Ada, OK	\$37,915.00	Included in Bid			\$1300.00

Regular Board of Commissioners

5. c.

Meeting Date: 10/05/2015

Bids Tower Antenna

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

North Radio Tower Site Antenna System (Award)

Attachments

[Antenna Memo](#)

[Antenna Notice](#)

[Antenna Notice Mailed to List](#)

[Antenna Plan Holders](#)

[Antenna Bid Tab](#)

City of Shawnee Memorandum

To: Honorable Mayor and City Commissioners
Through: Justin Erickson, City Manager *D. L.*
From: Donald D. Lynch, Emergency Management Director
Date: September 30, 2015
Re: Bid for Antenna System for North Radio Tower Site



NATURE OF THE REQUEST:

I am writing to request your approval on the bid for the provision of the antenna system for the North Radio Tower Site.

STAFF ANALYSIS / CONSIDERATIONS:

The following bid was received:

Vendor	Bid Amount
JTS Dallas, TX	\$35,935.00

Staff reviewed the bids and found the bid packet from the bidder to be in order. Staff contacted references for the bidder and received favorable recommendations. The Federal Debarred and Suspended Vendors list was also checked and this bidder was not on that list.

BUDGET CONSIDERATIONS:

The needed funds are available in the 9-1-1 fund. Since the radio repeater site will be used to disburse calls for service made to the Shawnee 9-1-1 Center, this is a legal use of the 9-1-1 fees.

RECOMMENDATION:

Staff recommends awarding the contract to the low bidder: JTS of Dallas, TX for a total project cost of \$ 35,935.00

Thank you for your favorable attention to this request.

CITY OF SHAWNEE

CITY OF SHAWNEE OKLAHOMA

NOTICE TO BIDDERS FOR PROCUREMENT AND INSTALLATION OF ANTENNAS, FEED LINE AND HARDWARE FOR NORTH RADIO TOWER SITE

Notice is hereby given that the City of Shawnee desires to receive bids for the procurement and installation of antennas, feed lines and hardware for the Shawnee North Radio Tower Site, located at 8523 North Kickapoo Street, Shawnee, Oklahoma.

Prospective bidders may obtain Bidding Documents in the Office of the City Clerk, City Hall Building, 16 W. 9th, Shawnee, Oklahoma 74801, and shall sign the Bidding Documents Receipt List.

Bids will be received in the Office of the City Clerk, 16 W. 9th, Shawnee, Oklahoma 74801, by no later than 4:00 P.M. on Monday, September 21, 2015.

Each bid shall be accompanied by a bid security in the amount of 5% of the total amount of the bid.

Bids shall be based upon the Plans and Specifications and other Bidding Documents.

This project consists of purchase and installation of antenna systems, feedline, support structure and hardware at the Shawnee North Radio Tower Site, 8523 North Kickapoo Street, Shawnee, Oklahoma.

Bids shall include all necessary permits, cleanup and removal of debris, warranties and guarantees, and specification sheets of components proposed.

Bidders are encouraged to visit the facility to obtain all details needed prior to submitting their bid so that their bid is complete and total.

The Point of Contact for this project is the City Emergency Management Director who may be reached at telephone number 1-405-878-1650.

All Bids timely received will be opened and reviewed by the City Emergency Management Director.

The successful bidder shall deliver the executed Contract and the certificates of insurance to the City prior to the commencement of work and shall deliver the executed bonds within seven (7) calendar days following the City's notification of its intent to award Contract, unless that time is extended by the City Emergency Management Director. The City Emergency Management Director may immediately issue a Work Order to the successful Bidder.

The City Emergency Management Director reserves the right to recommend that the City Commission of the City of Shawnee reject any or all bids and to recommend that the Commission waive immaterial defects and irregularities.

The Bidder shall use the Bid Forms and Affidavits provided in the Bidding Documents or photocopies thereof. All forms must be signed and all affidavits sworn to and notarized. All bids

shall be typewritten or legibly printed in ink. Bidder shall file the bid in a sealed envelope. Each envelope shall bear a legible notation thereon that it is a bid upon the project proposed.

The City Emergency Management Director may issue addenda as may be necessary in the best interest of the public and the City of Shawnee. Addenda may amend the date and/or time for receipt of bids or any specification, item, document or requirement in the Bidding Documents.

Signed: Cynthia R Semontelli
Cynthia Semontelli

Title: Acting City Manager

Date: 8/27/15



Phyllis Loftis
Phyllis Loftis, CMC
City Clerk

POTENTIAL BIDDERS LIST

SHAWNEE NORTH RADIO TOWER SITE ANTENNA WORK

B.C. Walker, Inc.
7311 Kelley Lane
Harrah, OK 73045
405-454-1487

Chaffin Tower Services
15042 West 790 Road
Tahlequah, OK 74464
918-772-3600

Texoma Contracting, Inc.
207 Eastpoint Drive
Muskogee, OK 74403

BL Construction
11111 East Pine Street
Tulsa, OK 74116
918-834-8020

Total Radio
1111 Cornell Parkway
Oklahoma City, OK 73108
405-942-1292

LIST OF POTENTIAL VENDORS RECEIVING BID PACKETS FROM
CITY CLERK'S OFFICE

Antenna Work for North Radio Tower Site

Company Name: Sabre Industries
Address: 7101 Southbridge Dr.
City: Sioux City State: IA ZIP: 51111
Daytime Phone: 712 224 1642
Fax: 712 279 0814
e-Mail: amvanroekel@sabreindustries.com
Received by: K. Eckhofer
Date Received: 9/3/15 8:58 am

Company Name: Bright Lighting
Address: 11111 E. Pine SE.
City: Tulsa State: OK ZIP: 74116
Daytime Phone: 918-834-8020
Fax: 918-838-0548
e-Mail: Joe@blconstruction.com
Received by: Joe Metzler
Date Received: 9/9/15 9:56 am

BID TABULATION
NORTH TOWER SITE ANTENNA WORK
CITY OF SHAWNEE, OKLAHOMA
September 21, 2015

Scope of Work:

The work included in this project will consist of furnishing all labor, equipment, shipping and handling, hardware, banding and buckles, mounting devices, materials, components, and incidentals necessary to:

- A. Supply and install a new collar mount and three sector support mounts on the City water tower.
- B. Supply and install two omni directional 800Mhz base station antennas on the antenna mount.
- C. Supply and install lightning rod and mast.
- D. Supply and install two runs of 1 5/8in coax with all hardware and grounding.
- E. Supply and install waveguide bridge 60ft +/-.
- F. Supply and install underground halo for waveguide bridge and water tower.
- G. Supply and install grounding bus bars for the tower and facility.
- H. Supply and install entry ports for coax to and from the facility.
- I. Supply and install coax ice bridge from water tower to facility.
- J. Supply and install red beacon light on top of water tower.
- K. Supply and install proper surge protection devices for feedlines.

VENDOR	Bid Amount
JTS Dallas, TX	\$ 35,935.00