

AMENDED AGENDA  
BOARD OF CITY COMMISSIONERS  
December 21, 2015 AT 6:30 P.M.  
COMMISSION CHAMBERS AT CITY HALL  
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

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

1. Consider approval of Consent Agenda:
  - a. Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in Agenda Item No. 8.
  - b. Minutes from the December 7, 2015 regular meeting.
  - c. Acknowledge the following minutes:
    - Shawnee Urban Renewal Authority Minutes from October 6, 2015 meeting
  - d. Lake Lease Renewals:

RENEWALS

- Lot 6 Roewe Tract, 15507 Perry Rd.  
Lessees: Candace and William Collie
- Lot 4 Bodkin Tract, 15812 Bodkin Rd.  
Lessees: Ronald and Paulette Cook
- Lot 5 Bodkin Tract, 15816 Bodkin Rd.  
Lessee: Lahoma Gallagher
- Lot 14/15 Johnston Tract, 16618 Stevens Rd.  
Lessee: Tommie Howard
- Lot 16 Johnston Tract, 16614 Stevens Rd.  
Lessee: Tommie Howard
- Lot 13 Damron Tract, 15600 Hwy 102  
Lessees: Jerry Knox and Monty Garner

e. Mayor's appointments:

Shawnee Public Library Board

David Houghton – 2nd Full Term Expires 6-30-2018  
Reappointment

Kevin Huddleston – 2nd Full Term Expires 6-30-2018  
Reappointment

f. Acceptance of Boy Scout Restroom project placing Maintenance Bonds into effect and approving final payment.

g. Accept Utility Easements, i.e. sanitary sewer & water line, for The Garage at Shawnee Mall and a letter of credit in lieu of completion of public improvements, authorizing obtainment of signatures and recording of the final plat.

h. Budget Amendment – General Fund  
*To adjust capital account for Fire to redo station 2 on Main Street*

2. Citizens Participation

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

3. Discussion regarding cancelling January 4, 2016 City Commission meeting.

4. Consider a resolution of support indicating favorable consideration for a tax credit award to Zimmerman Properties, LLC to construct a new 48-unit senior multi-family housing development known as Shawnee Estates approximately ¼ mile East of North Harrison on Transportation Parkway.

5. Presentation of grant funds received from Oklahoma Tobacco Settlement Endowment Trust (TSET) for the Boy Scout Splash Pad and Restroom project.

6. Acknowledge Sales Tax Report received December 2015.

7. City Manager Update

8. Consider Bids:

a. Proposals for Snow and Ice Removal Assistance (Open/Award)

9. New Business

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

10. Commissioners Comments

11. 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:** 12/21/2015

CC Minutes 12/7/2015

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Minutes from the December 7, 2015 regular meeting.

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Attachments

CC Minutes 12/7/2015

**BOARD OF CITY COMMISSIONERS PROCEEDINGS**  
DECEMBER 7, 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, December 7, 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

The Lord's Prayer

FLAG SALUTE

Led by Commissioner Dykstra

AGENDA ITEM NO. 1:

Consider approval of Consent Agenda:

1. Consider approval of Consent Agenda:
  - a. Minutes from the November 16, 2015 regular meeting.
  - b. Acknowledge the following reports and minutes:
    - License Payment Report for November 2015
    - Project Payment Report for November 2015
    - Community Service Contracts Review Minutes from April 14, 2015 meeting

- Shawnee Civic and Cultural Development Authority Minutes from October 15, 2015 meeting
  - Planning Commission Minutes for November 4, 2015 meeting
- c. Authorize staff to sign agreement with the Oklahoma Department of Emergency Management for the sub-grant of Emergency Management Performance Grant funds.
- d. Lake Lease Renewals:

RENEWALS:

- Lot 10 Magnino Tract, 16720 Clearpond Lane  
Lessees: Wolf and Linda Gugler
  - Lot 8 Green Tract, 32001 Hornbeck Rd.  
Lessees: Patricia Hill and Dianna Jones
  - Lot 9 Eckel Tract, 15201 Eckel Rd.  
Lessees: Michael Violet and Kristin Pfenninger  
*(Deferred from the November 16, 2015 meeting)*
  - Lot 19 Belcher Tract, 33402 Post Office Neck  
Lessees: Le Ngan Yeatts and Bobbie Brooks
- e. Mayor's appointments:

Civic and Cultural Development Authority

Rachel Monroe-Melot    1st Full Term    Expires 12/31/2019  
Reappointment

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

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

AGENDA ITEM NO. 2:

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

Dawn Gambrell, Bobbie Shell, Kathy Dixon, and Michael Rhodes spoke about the current euthanasia process being performed at the Shawnee Animal Control Shelter.

Paul Heinz, President of Animal Rescue Center (ARC), stated that ARC is in the process of raising funds to build a no-kill shelter.

Justin Erickson, City Manager, gave an update on the status of the Animal C Shelter, stating that the City is moving forward to discontinue its current euthanasia method. Bid packets are to go to local veterinarians at the end of 2015 or beginning of 2016.

AGENDA ITEM NO. 3:

Presentation by City Manager to Employee of the Month, Ronnie Wilson, Police Department.

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

AGENDA ITEM NO. 4:

City Manager's Presentation of Oklahoma Municipal League certificates to employees with 25 or more years of service with the City of Shawnee.

Khristopher L. Steadman  
Johnny M. Leathers  
Rodney Britt Taylor  
H. Jared Gibson

Sheldon Scott Hill  
Michael B. Laughlin  
Kenneth M. King  
Keith A. Mangus

Sheldon Scott Hill, Michael B. Laughlin, Rodney Britt Taylor, H. Jared Gibson, and Keith A. Mangus were present to accept the Oklahoma Municipal League certificates to employees with 25 or more years of service with the City of Shawnee presented by City Manager, Justin Erickson.

AGENDA ITEM NO. 5:

Consider approval of Commission and Related Authorities meeting schedule for 2016 (*Deferred from the November 16, 2015 meeting*).

A motion was made by Commissioner Hall, seconded by Vice Mayor Harrod, to approve the Commission and Related Authorities meeting schedule for 2016. Motion carried 6-0.

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

NAY: None

AGENDA ITEM NO. 6: Discussion regarding cancelling January 4, 2016 City Commission meeting.

Vice Mayor Harrod stated that he does not want the January 4, 2016 City Commission meeting to be canceled at this time due to the possibility of including a Ward 1 Commissioner Election on the March 2016 ballot. The City would have to approve a resolution calling for the election no later than January 4, 2016.

After further discussion, Commissioner Hall said the decision to cancel the meeting could be determined on the December 21, 2015 City Commission meeting.

A motion was made by Commissioner Shaw, seconded by Commissioner Hall, to cancel the January 4, 2016 City Commission meeting. Motion failed 1-5.

AYE: Shaw

NAY: Hall, Dykstra, Agee, Harrod, Mainord

AGENDA ITEM NO. 7: Discussion and consideration for approval of 2015 Park System Inventory and Assessment.

A staff report was given by James Bryce, Director of Operations. Mr. Bryce also answered questions from Commissioners. He also stressed that this assessment could be changed if the Commission desires.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Shaw, to approve the 2015 Park System Inventory and Assessment. Motion carried 6-0.

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

NAY: None



AGENDA ITEM NO. 8:

Consider approval of Community Service Contract Review Committee Recommendation to approve the contract with Central Oklahoma Community Action Agency/Central Oklahoma Transit (COCAA/COTS) in the amount of \$60,000.00 for Fiscal Year July 1, 2015 thru June 30, 2016 to be paid in monthly increments, COCAA to provide monthly financial statements, the review of the contract to be put back on the normal cycle of the Contract Review Committee for FY2016-2017 and with the first payment including the back pay from July 1, 2015.

City Manager Erickson gave a brief history of COTS and the changes that have been made within the COTS program and organizational structure. He spoke of their partnership with the Avedis Foundation. Mr. Erickson recommended approval of this contract.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Shaw, to approve the contract with COCAA/COTS in the amount of \$60,000.00 for Fiscal Year July 1, 2015 thru June 30, 2016 to be paid in monthly increments, COCAA to provide monthly financial statements, the review of the contract to be put back on the normal cycle of the Contract Review Committee for FY2016-2017 and with the first payment including the back pay from July 1, 2015. Motion carried 6-0.

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

AGENDA ITEM NO. 9:

Budget Amendment – General Fund  
*To adjust the City Manager Budget for COTS*

A motion was made by Vice Mayor Harrod, seconded by Commissioner Shaw, to approve the budget amendment to adjust the City Manager Budget for COTS. Motion carried 6-0.

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

AGENDA ITEM NO. 10:

Consideration of approval of a Final Plat for The Garage Restaurant located at 190 Shawnee Mall Drive. Case No. S13-15 Applicant: Muhammad Khan, P.E.

A staff report was given by Justin DeBruin, Community Development Director.

Commissioner Shaw asked questions regarding signage.

A motion was made by Commissioner Shaw, seconded by Vice Mayor Harrod, to approve a Final Plat for The Garage Restaurant located at 190 Shawnee Mall Drive, with the following conditions:

1. Final construction documents must be approved by the City Engineer prior to construction.
2. The final engineering drainage plan must be approved by the City Engineer proper to construction.
3. Landscape Plans shall be submitted concurrent with the building permit.
4. Completed reciprocal agreement with appropriate signatures
5. All other applicable City standards apply.

Motion carried 6-0.

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

NAY: None

AGENDA ITEM NO. 11:

Consideration of approval of a Final Plat for Shawnee Auto Mall located on Shawnee Mall Drive, east of Union Street. Case No. S14-15 Applicant: Huitt-Zollars, Inc. (*Planning Commission deferred item.*)

A motion was made by Vice Mayor Harrod, seconded by Commissioner Dykstra, to defer item to the January 19, 2015 City Commission meeting. Motion carried 6-0.

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

NAY: None

AGENDA ITEM NO. 12:

Consideration of approval of a Preliminary Plat for Avonlea Cottages of Shawnee located at 789 Country Grove Drive. Case No. S15-15 Applicant: John Julian, United Senior Properties.

A staff report was given by Justin DeBruin, Community Development Director. Mr. DeBruin explained that thirteen (13) units would be added to the site.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Agee, to approve a Preliminary Plat for Avonlea Cottages of Shawnee located at 789 Country Grove Drive. Case No. S15-15 Applicant: John Julian, United Senior Properties, with the following conditions:

1. Final construction documents must be approved by the City Engineer concurrent with Final Plat approval.
2. The final engineered drainage plan must be approved by the City Engineer concurrent with Final Plat approval.
3. Landscape Plans will be required concurrent with Final Plat approval.
4. A four (4') foot sidewalk shall be required along Country Grove Drive.
5. All other applicable City standards apply.

Motion carried 6-0.

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

NAY: None

AGENDA ITEM NO. 13:

Consideration of approval of a Final Plat for Sac & Fox Housing Wikipayi Apartments located on Highland and Kimberly. Case No. S16-15 Applicant: Sac & Fox Nation Housing Authority

A presentation was given by Justin DeBruin, Community Development Director. Mr. DeBruin stated that staff recommends approval with conditions.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Shaw, to approve a Final Plat for Sac & Fox Housing Wikipayi Apartments located on Highland and Kimberly, with the following conditions:

1. Final construction documents must be approved by the City Engineer prior to construction.
2. The final engineering drainage plan must be approved by the City Engineer proper to construction.
3. Landscape Plans shall be submitted concurrent with the building permit

4. A six (6') foot sidewalk shall be required along Highland Street within dedicated street Right-of-Way.
5. Closing of the Kimberly Street right-of-way and conversion to a private easement must be completed before Final Plat can be recorded
6. All other applicable City standards apply.

Motion carried 6-0.

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

NAY: None

AGENDA ITEM NO. 14: 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. 15: Commissioners Comments

Vice Mayor Harrod asked City Manager Justin Erickson if he had been successful in meeting with the Sac and Fox chairman. Mr. Erickson indicated that they had not had a meeting at this time.

Commissioner Hall inquired about the status of the new sporting goods store coming to the mall. Justin DeBruin stated that they are planning to be open in early February.

Commissioner Shaw asked about the time frame for the sidewalks being completed on Sequoyah.

She also mentioned that the Absentee Tribe would like a snowflake placed in front of their business on Gordon Cooper Drive.

Commissioner Agee stated that she loved the Christmas Parade and congratulated all those involved in making it great.

RECESS CITY COMMISSION MEETING BY THE POWER OF THE CHAIR TO CONVENE SHAWNEE AIRPORT AUTHORITY AND SHAWNEE MUNICIPAL AUTHORITY (7:25 P.M.)

RECONVENE CITY COMMISSION MEETING BY THE POWER OF THE CHAIR (7:27 P.M.)

AGENDA ITEM NO. 16:

Consider an Executive Session to discuss potential claims, litigation or other options regarding emergency (911) wireless telephone fees that were collected and not remitted to the City; as authorized by 25 O.S. §307(B)(4).

A motion was made by Vice Mayor Harrod, seconded by Commissioner Dykstra, to enter into Executive Session to discuss potential claims, litigation or other options regarding emergency (911) wireless telephone fees that were collected and not remitted to the City; as authorized by 25 O.S. §307(B)(4). Motion carried 6-0.

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

NAY: None

COMMISSIONER DYKSTRA LEFT THE MEETING AT 7:28 P.M.

COMMISSION ENTERED INTO EXECUTIVE SESSION AT 7:28 P.M. WITH FIVE MEMBERS PRESENT

COMMISSION RECONVENED FROM EXECUTIVE SESSION AT 7:50 P.M. WITH FIVE MEMBERS PRESENT

AGENDA ITEM NO. 17:

Consider matters discussed in Executive Session regarding potential claims, litigation or other options regarding emergency (911) wireless telephone fees that were collected and not remitted to the City; as authorized by 25 O.S. §307(B)(4).

A motion was made by Commissioner Hall, seconded by Commissioner Shaw, to authorize the City Manager to continue to negotiate with Pottawatomie County regarding emergency (911) wireless telephone fees that were collected and not remitted to the City. Motion carried 5-0.

AYE: Shaw, Agee, Harrod, Mainord, Hall

NAY: None

AGENDA ITEM NO. 18:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (7:51 p.m.)

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WES MAINORD, MAYOR

ATTEST:

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PHYLLIS LOFTIS, CMC, CITY CLERK

**Regular Board of Commissioners**

**1. c.**

**Meeting Date:** 12/21/2015

Acknowledge Minutes

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Acknowledge the following minutes:

- Shawnee Urban Renewal Authority Minutes from October 6, 2015 meeting
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Attachments

SURA Minutes 10-6-2015

**SHAWNEE URBAN RENEWAL AUTHORITY  
MINUTES OF OCTOBER 6, 2015**

The Board of Commissioners of the **Shawnee Urban Renewal Authority** met for a regular meeting Tuesday, October 6, 2015 at 9:00 a.m. in the CDBG Conference Room, 227 N. Broadway, Suite C, Shawnee, Oklahoma.

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

**AGENDA ITEM NO. 2**

**ROLL CALL:**

Roll call was taken showing the following members present:

Chairman	Ron Henderson
Commissioner	Monte Cockings
Commissioner	Tiffany Barrett

Absent:	Commissioner	Larry Gill
	Commissioner	Wayne Jackson

Note: Larry Gill arrived at 9:06 am during Agenda Item # 5

Also present:

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

A quorum was declared.

**AGENDA ITEM NO. 3**

**APPROVAL OF MINUTES:**

A motion to approve the minutes of July 7, 2015 and September 9, 2015 was made by **Commissioner Barrett**, seconded by **Commissioner Cockings**. Motion carried with no abstentions.

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



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

A motion to approve claims totaling \$ 60,145.76 was made by **Commissioner Cockings**, seconded by **Commissioner Barrett**. Motion carried with no abstentions.

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

**AGENDA ITEM NO. 5  
REQUEST FOR APPROVAL**

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

- a) 2016 Schedule of Quarterly Regular Meetings

We are requesting our meetings to be moved from monthly meetings to quarterly meetings to make it more convenient for everyone.

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

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

- b) Extend area for Demolition Projects

When the demolition project started it appears they did not include the entire city limits. Our HUD grants for repair were extended to cover Shawnee city limits years ago and we are asking for the same of our demolition projects.

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

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

**AGENDA ITEM NO. 6  
REQUEST FOR ASSISTANCE:**

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

a) Home Repair: Gloria York, 703 S. Union

Ms. York is 70 years old. She has owned her home 12 years and is income qualified. Her home needs a new roof.

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

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

b) Home Repair: Victor Jones, 1810 N. Market

Mr. Jones is 58 years old and has one son. He has owned his home 9 years and is income qualified. He has foundation problems. He is also requesting help with repair of his heat and air unit. We want to concentrate on the foundation problems first, then depending on funds look at the heat and air unit.

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

VOTING YES: Henderson, Barrett, Cockings and Gill

VOTING NO: None

c) Emergency Assistance : Carl & Lesa Frailey, 425 N. Florence

Mr. & Mrs. Frailey are 48 and 31 years old and have 4 children. They have owned their home for 1 ½ years and are income qualified. They are needing a new roof.

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

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

d) Emergency Assistance: Karen Souders , 2005 N. Ione

Ms. Souders is 53 years old, is income qualified and has owned her home 25 years. She is in need of a roof.

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

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

**AGENDA ITEM NO. 7  
UPDATE ON BID OPENINGS:**

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

**a) Emergency Assistance: Sandra Villegas, 1220 E. Wallace**

Cost Estimate: \$ 4,600.00

5 bids received:

	<u>Bid Amount</u>
LG Construction	\$ 5,755.00
OPES	7,750.00
Patterson & Assoc.	5,848.00
Kingworks	8,300.00
Unlimited Design	6,500.00

**Bid Awarded to: LG Construction**

**b) Emergency Assistance: Doris Green, 716 N. Madeline**

Cost Estimate: \$ 5,250.00

5 bids received:

	<u>Bid Amount</u>
LG Construction	\$ 5,828.00
OPES	7,320.00
Patterson & Assoc.	6,200.00
Kingworks	7,475.00
Unlimited Design	5,550.00

**Bid Awarded to: Unlimited Design**

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

There was no Old Business.

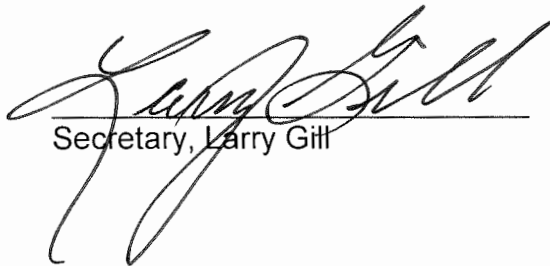
**AGENDA ITEM NO. 9  
NEW BUSINESS:**

There was no New Business.

**AGENDA ITEM NO. 10  
ADJOURNMENT**

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

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

  
Secretary, Larry Gill

  
Chairman, Ron Henderson

**Regular Board of Commissioners**

1. d.

**Meeting Date:** 12/21/2015

Lake Lease Renewals

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Lake Lease Renewals:

RENEWALS

- Lot 6 Roewe Tract, 15507 Perry Rd.  
Lessees: Candace and William Collie
  - Lot 4 Bodkin Tract, 15812 Bodkin Rd.  
Lessees: Ronald and Paulette Cook
  - Lot 5 Bodkin Tract, 15816 Bodkin Rd.  
Lessee: Lahoma Gallagher
  - Lot 14/15 Johnston Tract, 16618 Stevens Rd.  
Lessee: Tommie Howard
  - Lot 16 Johnston Tract, 16614 Stevens Rd.  
Lessee: Tommie Howard
  - Lot 13 Damron Tract, 15600 Hwy 102  
Lessees: Jerry Knox and Monty Garner
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Attachments

Lake Renewal Collie

Lake Renewal Cook

Lake Renewal Gallagher

Lake Renewal Howard Lot 14-15

Lake Renewal Howard Lot 16

Lake Renewal Knox



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

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

<b>Date</b>	12/15/2015	<b>License No. #017545</b>
<b>Type</b>	<input checked="" type="checkbox"/> Renewal	<input type="checkbox"/> Transfer (Fee: \$1,000)
<b>Commission Meeting Date</b>	December 21 <sup>st</sup> , 2015	
<b>Property Address</b>	15507 PERRY RD	
<b>Lake Site Location</b>	LOT 6 ROEWE TRACT	
<b>Lease Dates</b>	09/21/2014 – 09/21/2044	
<b>Lease Fee (changes annually)</b>	\$649.00	
<b>Inspection Fee</b>	\$75.00 Applicable: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>Lessee (Transfer To)</b>		
<b>Name(s)</b>	CANDACE & WILLIAM COLLIE	
<b>Address</b>	SEE FILE	
<b>Phone</b>		
<b>Current Lessee (Transfer From) <i>(if applicable)</i></b>		
<b>Name(s)</b>		
<b>Address</b>		
<b>Phone</b>		
<b>Inspection Information</b>		
<b>Inspection Required</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>DEQ Report on File</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Type of Septic System</b>	<input type="checkbox"/> Conventional <input checked="" type="checkbox"/> Aerobic	
<b>Last Inspected/Pumped</b>	02/12/2014	
<b>Misc. Comments</b>		
	<b>Total Charges Paid: \$649.00</b>	

**PLEASE READ CAREFULLY**

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

**CABIN SITE LEASE  
LEASE# 017545**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of September 21, 2014 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

CANDACE COLLIE  
of 8301 NW 35TH ST BETHANY OK 73008 ,  
WILLIAM COLLIE  
of 8301 NW 35TH BETHANY OK 73008,  
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:

**15507 PERRY RD  
LOT 6 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.

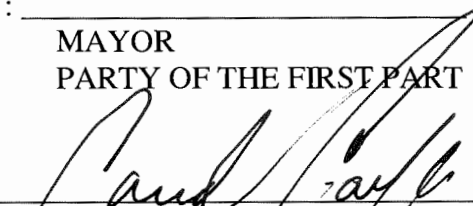
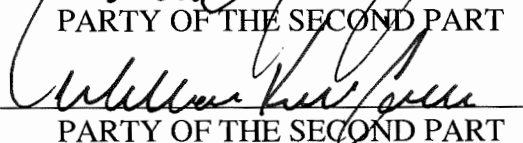
IN WITNESS WHEREOF, party of the first part has caused its name to be affixed hereto by the Mayor of the City of Shawnee, Oklahoma, and attested by the City Clerk, and the party of the second part hereunto affixed his/her name the day and year first above written.

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](http://www.ShawneeOK.org)

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

<b>Date</b>	12/15/2015	<b>License No. #009465</b>
<b>Type</b>	<input checked="" type="checkbox"/> Renewal	<input type="checkbox"/> Transfer <i>(Fee: \$1,000)</i>
<b>Commission Meeting Date</b>	December 21 <sup>st</sup> , 2015	
<b>Property Address</b>	15812 BODKIN RD	
<b>Lake Site Location</b>	LOT 4 BODKIN TRACT	
<b>Lease Dates</b>	06/06/215 – 06/06/2045	
<b>Lease Fee (changes annually)</b>	\$662.00	
<b>Inspection Fee</b>	\$75.00    Applicable: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>Lessee (Transfer To)</b>		
<b>Name(s)</b>	RONALD & PAULETTE COOK	
<b>Address</b>	SEE FILE	
<b>Phone</b>		
<b>Current Lessee (Transfer From) <span style="float: right;"><i>(if applicable)</i></span></b>		
<b>Name(s)</b>		
<b>Address</b>		
<b>Phone</b>		
<b>Inspection Information</b>		
<b>Inspection Required</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>DEQ Report on File</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Type of Septic System</b>	<input type="checkbox"/> Conventional <input checked="" type="checkbox"/> Aerobic	
<b>Last Inspected/Pumped</b>	09/24/2014	
<b>Misc. Comments</b>		
	<b>Total Charges Paid: \$662.00</b>	

**PLEASE READ CAREFULLY**

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

**CABIN SITE LEASE  
LEASE# 009465**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

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

RONALD COOK  
of P O BOX 622 SHAWNEE OK 74802-0622 ,  
PAULETTE COOK  
of PO BOX 622 SHAWNEE OK 748020622,  
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:

**15812 BODKIN RD  
LOT 4 BODKIN TRACT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF SHAWNEE, OKLAHOMA  
A Municipal Corporation,

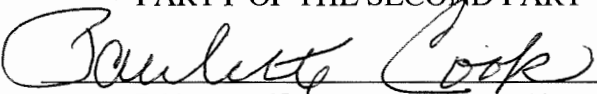
BY: \_\_\_\_\_

MAYOR  
PARTY OF THE FIRST PART

ATTEST:

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

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

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



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

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

<b>Date</b>	12/15/2015	<b>License No. #010191</b>
<b>Type</b>	<input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Transfer <i>(Fee: \$1,000)</i>	
<b>Commission Meeting Date</b>	December 21 <sup>st</sup> , 2015	
<b>Property Address</b>	15816 BODKIN RD	
<b>Lake Site Location</b>	LOT 5 BODKIN TRACT	
<b>Lease Dates</b>	08/21/2014 – 08/21/2044	
<b>Lease Fee (changes annually)</b>	\$649.00	
<b>Inspection Fee</b>	\$75.00    Applicable: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Lessee (Transfer To)</b>		
<b>Name(s)</b>	LAHOMA GALLAGHER	
<b>Address</b>	SEE FILE	
<b>Phone</b>		
<b>Current Lessee (Transfer From) <span style="float: right;"><i>(if applicable)</i></span></b>		
<b>Name(s)</b>		
<b>Address</b>		
<b>Phone</b>		
<b>Inspection Information</b>		
<b>Inspection Required</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>DEQ Report on File</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Type of Septic System</b>	<input type="checkbox"/> Conventional <input checked="" type="checkbox"/> Aerobic	
<b>Last Inspected/Pumped</b>	08/08/2014	
<b>Misc. Comments</b>		
	<b>Total Charges Paid: \$724.00</b>	



**PLEASE READ CAREFULLY**

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

**CABIN SITE LEASE  
LEASE# 010191**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

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

LAHOMA GALLAGHER  
of 34510 LAKE ROAD 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:

**15816 BODKIN RD  
LOT 5 BODKIN TRACT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

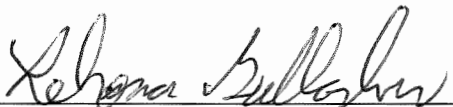
CITY OF SHAWNEE, OKLAHOMA  
A Municipal Corporation,

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

MAYOR  
PARTY OF THE FIRST PART

ATTEST:

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

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

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



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

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

<b>Date</b>	12/15/2015	<b>License No. #010870</b>
<b>Type</b>	<input checked="" type="checkbox"/> Renewal	<input type="checkbox"/> Transfer (Fee: \$1,000)
<b>Commission Meeting Date</b>	December 21 <sup>st</sup> , 2015	
<b>Property Address</b>	16618 Stevens Rd	
<b>Lake Site Location</b>	Lot 14/15 Johnston Tract	
<b>Lease Dates</b>	01/07/2012 - 01/07/2042	
<b>Lease Fee (changes annually)</b>	\$624.00	
<b>Inspection Fee</b>	\$75.00 Applicable: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>Lessee (Transfer To)</b>		
<b>Name(s)</b>	TOMMIE HOWARD	
<b>Address</b>	SEE FILE	
<b>Phone</b>		
<b>Current Lessee (Transfer From) <span style="float: right;">(if applicable)</span></b>		
<b>Name(s)</b>		
<b>Address</b>		
<b>Phone</b>		
<b>Inspection Information</b>		
<b>Inspection Required</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (if no, due: )	
<b>DEQ Report on File</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>Type of Septic System</b>	<input type="checkbox"/> Conventional <input type="checkbox"/> Aerobic	
<b>Last Inspected/Pumped</b>	N/A	
<b>Misc. Comments</b>	VACANT LOT	
	<b>Total Charges Paid: \$624.00</b>	

**PLEASE READ CAREFULLY**

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

**CABIN SITE LEASE  
LEASE# 010870**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of January 7, 2012 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

TOMMIE HOWARD  
of 14106 ACME RD UNIT C 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:

**16618 STEVENS RD  
LOT 14/15 JOHNSTON TRACT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

CITY OF SHAWNEE, OKLAHOMA  
A Municipal Corporation,

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

MAYOR  
PARTY OF THE FIRST PART

ATTEST:

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

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

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



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

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

<b>Date</b>	12/15/2015	<b>License No. #010869</b>
<b>Type</b>	<input checked="" type="checkbox"/> Renewal	<input type="checkbox"/> Transfer (Fee: \$1,000)
<b>Commission Meeting Date</b>	December 21 <sup>st</sup> , 2015	
<b>Property Address</b>	16614 Stevens Rd	
<b>Lake Site Location</b>	Lot 16 Johnston Tract	
<b>Lease Dates</b>	01/07/2012 - 01/07/2042	
<b>Lease Fee (changes annually)</b>	\$624.00	
<b>Inspection Fee</b>	\$75.00	Applicable: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Lessee (Transfer To)</b>		
<b>Name(s)</b>	TOMMIE HOWARD	
<b>Address</b>	SEE FILE	
<b>Phone</b>		
<b>Current Lessee (Transfer From) <span style="float: right;">(if applicable)</span></b>		
<b>Name(s)</b>		
<b>Address</b>		
<b>Phone</b>		
<b>Inspection Information</b>		
<b>Inspection Required</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>DEQ Report on File</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Type of Septic System</b>	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Aerobic	
<b>Last Inspected/Pumped</b>	12/21/2009	
<b>Misc. Comments</b>		
	<b>Total Charges Paid: \$699.00</b>	

**PLEASE READ CAREFULLY**

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

**CABIN SITE LEASE  
LEASE# 010869**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of January 7, 2012 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

TOMMIE HOWARD  
of 14106 ACME RD UNIT C 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:

**16614 STEVENS RD  
LOT 16 JOHNSTON TRACT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF SHAWNEE, OKLAHOMA  
A Municipal Corporation,

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

MAYOR  
PARTY OF THE FIRST PART

ATTEST:

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

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

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



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

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

<b>Date</b>	12/15/2015	<b>License No. #010342</b>
<b>Type</b>	<input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Transfer <i>(Fee: \$1,000)</i>	
<b>Commission Meeting Date</b>	December 21 <sup>st</sup> , 2015	
<b>Property Address</b>	15600 HWY 102	
<b>Lake Site Location</b>	LOT 13 DAMRON TRACT	
<b>Lease Dates</b>	09/21/2012 – 09/21/2042	
<b>Lease Fee (changes annually)</b>	\$624.00	
<b>Inspection Fee</b>	\$75.00    Applicable: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Lessee</b>		
<b>Name(s)</b>	JERRY KNOX AND MONTY GARNER	
<b>Address</b>	SEE FILE	
<b>Phone</b>		
<b>Current Lessee (Transfer From) <span style="float: right;"><i>(if applicable)</i></span></b>		
<b>Name(s)</b>		
<b>Address</b>		
<b>Phone</b>		
<b>Inspection Information</b>		
<b>Inspection Required</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>DEQ Report on File</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Type of Septic System</b>	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Aerobic	
<b>Last Inspected/Pumped</b>	9/11/2012	
<b>Misc. Comments</b>	1  <b>Total Charges Paid: \$699.00</b>	

**PLEASE READ CAREFULLY**

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

**CABIN SITE LEASE  
LEASE# 010342**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of September 21, 2012 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

JERRY KNOX

of 15600 HIGHWAY 102 SHAWNEE OK 74801-3405 ,

MONTY GARNER

of 15600 HWY 102 SHAWNEE OK 74801,

PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of \$ 624.00 dollars for 2012, does hereby acknowledge receipt of the applicable rental fee, and other good and valuable considerations, does by these presents demise, lease and let unto the second party the following described real estate situated on, and a part of the site, owned by the first party as a City Reservoir and known as Shawnee Twin Lake No. 1, in the County of Pottawatomie State of Oklahoma, to-wit:

**15600 HWY 102  
LOT 13 DAMRON TRACT**

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

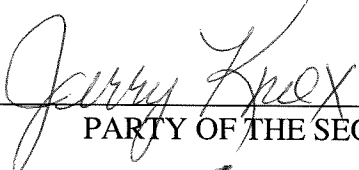
IN WITNESS WHEREOF, party of the first part has caused its name to be affixed hereto by the Mayor of the City of Shawnee, Oklahoma, and attested by the City Clerk, and the party of the second part hereunto affixed his/her name the day and year first above written.

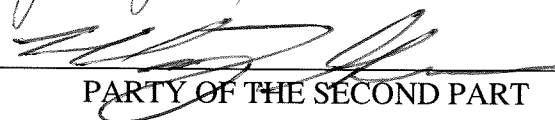
CITY OF SHAWNEE, OKLAHOMA  
A Municipal Corporation,

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

ATTEST:

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

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

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

**Regular Board of Commissioners**

**1. e.**

**Meeting Date:** 12/21/2015

Mayor Appts

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Mayor's appointments:

Shawnee Public Library Board

David Houghton – 2nd Full Term Expires 6-30-2018  
Reappointment

Kevin Huddleston – 2nd Full Term Expires 6-30-2018  
Reappointment

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Attachments

Houghton Appt

Huddleston Appt

# CITY OF SHAWNEE



## APPLICATION TO SERVE

### Boards, Committees, and Commissions

Name: <u>DAVID HOUGHTON</u>	Application Date: <u>11/15/12</u>
Address: <u>1910 Keller Pl; Shawnee OK 74804</u>	
Mailing Address: <u>SAM</u>	
Daytime Phone: <u>405 585 4400</u> Fax: <u>405 585 4420</u> Email: <u>david.houghton@okbu.edu</u>	
Profession: <u>Dean, College of Business</u>	
Business Name: <u>Oklahoma Baptist University</u>	
Business Address: <u>DBX Box 61737; 500 W University; Shawnee OK 74804</u>	
Business Phone: <u>405 585 4400</u> Fax: _____ Email: <u>See above</u>	

Do you live within the City Limits of the City of Shawnee?  Yes or No (please circle)

Do you currently serve on a City board or committee? Yes or  No (please circle)

How many years have you lived in Shawnee? 2.5

Select the Board/Committee/Commission you are interested in serving on: (please check)

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li><input type="radio"/> Airport Advisory Board</li> <li><input type="radio"/> Beautification Committee</li> <li><input type="radio"/> Board of Adjustment (Zoning)</li> <li><input type="radio"/> Cable TV Advisory Committee</li> <li><input type="radio"/> Civic and Cultural Development Authority</li> <li><input type="radio"/> Community Service Contracts Review Committee</li> <li><input type="radio"/> Economic Development Foundation, Inc. Board of Trustees</li> <li><input type="radio"/> Housing Authority</li> </ul> | <ul style="list-style-type: none"> <li><input checked="" type="radio"/> Library Board</li> <li><input type="radio"/> Oklahoma Baptist University Trust Authority</li> <li><input type="radio"/> Planning Commission</li> <li><input type="radio"/> Regional Park Oversight Committee</li> <li><input type="radio"/> Shawnee Hospital Authority</li> <li><input type="radio"/> Shawnee Urban Renewal Authority</li> <li><input type="radio"/> Tourism Advisory Committee</li> <li><input type="radio"/> Traffic Commission</li> <li><input type="radio"/> Building Code Board of Appeals</li> <li><input type="radio"/> Other:</li> </ul> |
|---|--|

Why are you interested in serving on the Board/Committee/Commission selected above?  
As an educator, I believe believe a strong public library is vital to the community. Moreover, my family uses the library weekly.

What will make you a good board member and what skills or knowledge do you have that would be relevant to this board/committee/commission?  
Business leadership.

What civic or volunteer activities (if any) are you currently involved in?

Leadership Shawnee  
Oklahoma Ethics

List education, including degree(s) earned:

B.S. Accounting Univ of Kansas; MBA - U of Cincinnati  
PhD - marketing Research U of Cincinnati

Have you ever served on a City-appointed board/committee/commission before? If so, which ones and for how long did you serve?

NO

Please include up to three personal or professional references:

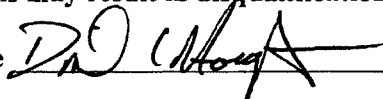
Name	Relationship	Phone Number
David Whitlock	President OBU	585-5801
Stan Norman	Precost - OBU	585-5805
Jay Sampson	Pastor - Heritage Church	273-0603

PLEASE READ CAREFULLY:

Appointment by the Commission is for one term and individuals may not serve more than two consecutive full terms. Appointment to a second term remains at the discretion of the City Commission.

My signature affirms that all information contained herein is true to the best of my knowledge, and that I understand that any misstatement of fact or misrepresentation of credentials may result in disqualification from further consideration.

Signature



Date 11/5/12

Applications are retained on file for one (1) year. Applicants are encouraged to include a letter of interest with this application. Thank you for your interest in serving Shawnee.

Send application form to:

Shawnee City Clerk  
PO Box 1448  
Shawnee, OK 74802  
878-1605 (phone)  
878-1581 (fax)  
dmayo@ShawneeOK.org

# CITY OF SHAWNEE



## APPLICATION TO SERVE

### Boards, Committees, and Commissions

Name: <u>KEVIN HADDLESON</u>		Application Date: <u>11/1/12</u>	
Address: <u>3 Karuss, Shawnee, OK 74801</u>			
Mailing Address: _____			
Daytime Phone: <u>395-5083</u>		Fax: <u>395-3083</u>	
Email: <u>Kevin@haddleson.com</u>			
Profession: <u>Accounting</u>			
Business Name: <u>Finley &amp; Code</u>			
Business Address: <u>601 N. Broadway Shawnee, OK 74801</u>			
Business Phone: <u>395-5083</u>		Fax: <u>395-3083</u>	
Email: _____			

Do you live within the City Limits of the City of Shawnee?  Yes or  No (please circle)

Do you currently serve on a City board or committee?  Yes or  No (please circle)

How many years have you lived in Shawnee? 4

Select the Board/Committee/Commission you are interested in serving on: (please check)

<ul style="list-style-type: none"> <li><input type="radio"/> Airport Advisory Board</li> <li><input type="radio"/> Beautification Committee</li> <li><input type="radio"/> Board of Adjustment (Zoning)</li> <li><input type="radio"/> Cable TV Advisory Committee</li> <li><input type="radio"/> Civic and Cultural Development Authority</li> <li><input type="radio"/> Community Service Contracts Review Committee</li> <li><input type="radio"/> Economic Development Foundation, Inc. Board of Trustees</li> <li><input type="radio"/> Housing Authority</li> </ul>	<ul style="list-style-type: none"> <li><input checked="" type="radio"/> Library Board</li> <li><input type="radio"/> Oklahoma Baptist University Trust Authority</li> <li><input type="radio"/> Planning Commission</li> <li><input type="radio"/> Regional Park Oversight Committee</li> <li><input type="radio"/> Shawnee Hospital Authority</li> <li><input type="radio"/> Shawnee Urban Renewal Authority</li> <li><input type="radio"/> Tourism Advisory Committee</li> <li><input type="radio"/> Traffic Commission</li> <li><input type="radio"/> Building Code Board of Appeals</li> <li><input type="radio"/> Other:</li> </ul>
---	--

Why are you interested in serving on the Board/Committee/Commission selected above?

I've always loved reading and the library. PLS is doing  
great things for our community and I'd like to contribute to  
their efforts

What will make you a good board member and what skills or knowledge do you have that would be relevant to this board/committee/commission?

I am hard working & dedicated. My business experience along with  
my love of books & reading helps make me a good board member

What civic or volunteer activities (if any) are you currently involved in?

*Leadership Shawnee*

List education, including degree(s) earned:

*BS - Accounting from East Central University*

Have you ever served on a City-appointed board/committee/commission before? If so, which ones and for how long did you serve?

*NO*

Please include up to three personal or professional references:

Name	Relationship	Phone Number
<i>Don Orr</i>	<i>Employer</i>	<i>345-5001</i>
<i>Mike Affenlanger</i>	<i>Business Associate</i>	<i>878-7209</i>

PLEASE READ CAREFULLY:

Appointment by the Commission is for one term and individuals may not serve more than two consecutive full terms. Appointment to a second term remains at the discretion of the City Commission.

My signature affirms that all information contained herein is true to the best of my knowledge, and that I understand that any misstatement of fact or misrepresentation of credentials may result in disqualification from further consideration.

Signature *[Signature]* Date *11/13/11*

Applications are retained on file for one (1) year. Applicants are encouraged to include a letter of interest with this application. Thank you for your interest in serving Shawnee.

Send application form to:

Shawnee City Clerk  
PO Box 1448  
Shawnee, OK 74802  
878-1605 (phone)  
878-1581 (fax)  
dmayo@ShawneeOK.org



**Regular Board of Commissioners**

**1. f.**

**Meeting Date:** 12/21/2015

Accept BS Restroom Project

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Acceptance of Boy Scout Restroom project placing Maintenance Bonds into effect and approving final payment.

---

Attachments

BS Restroom Memo

**Mayor**  
WES MAINORD



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

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

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

**Date:** December 15, 2015  
**To:** Mayor and City Commissioners  
**From:** James Bryce, Director of Operations  
**RE:** Boy Scout Restroom Project

---

**Nature of the Request:**

Acceptance of the Boy Scout Restroom project placing Maintenance bonds into effect and authorize final payment.

**Staff Analysis, Considerations:**

City staff, project contractor and sub-contractors have met on site and walked through the project insuring the project is complete and that all equipment works. Staff is pleased with the project and feels that it is a good asset to Park.

**Recommendation:**

It is staff's recommendation to accept the completion of the Boy Scout Restroom Project placing Maintenance bonds into effect and authorize final payment.

**Budget Consideration:**

Project is funded out of the Capital Outlay budget.

Account # 301-5-0940-5420 509 0940-05 Boy Scout Splash Pad and Restroom Project  
\$406,587.50

Final Payment to Craig Contractors is \$1,342.00

**Regular Board of Commissioners**

**1. g.**

**Meeting Date:** 12/21/2015

Accept Utility Easement

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Accept Utility Easements, i.e. sanitary sewer & water line, for The Garage at Shawnee Mall and a letter of credit in lieu of completion of public improvements, authorizing obtainment of signatures and recording of the final plat.

---

Attachments

Utility Easement Memo

Utility Easement

Utility Easement Ltr of Credit

**Mayor**  
WES MAINORD



**The City of Shawnee**  
*Engineering Department*  
222 N. Broadway Ave  
Shawnee, Oklahoma 74801  
(405) 878-1660  
[www.ShawneeOK.org](http://www.ShawneeOK.org)

**Commissioners**

LINDA AGEE  
JAMES HARROD  
KEITH HALL  
LESA SHAW  
MICHAEL DYKSTRA

## **M E M O R A N D U M**

Date: December 17, 2015

To: Justin Debruin, Comm. Dev. Dir.

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

### **Re: The Garage Financial Guarantee**

The "Garage" Restaurant project will be located in the Shawnee Mall parking lot area just south of Buffalo Wild Wings along the Mall frontage road. The water and sanitary sewer improvements will be 100% paid by the developer (A-OK, LLC), and their lending institution (Liberty Bank) has submitted the attached letter indicating that financing is in place to accomplish the project.

The developer is requesting that the Plat be allowed to be filed prior to installation of the public improvements, i.e. water and sanitary sewer improvements, and has submitted the attached letter to demonstrate that funding is in place to do the work. Since, this is a one lot plat, and at this time, the proposed public improvements would only serve the restaurant, then, the restaurant would not be able to open until the improvements are satisfactory installed and accepted by the City, we would have no objection in recommending that they be allowed to file the plat so that the property could be closed on, and the project go forward.

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

## UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

**THAT SHAWNEE MALL OWNER, LLC**, a Delaware limited liability company, its successors, and assigns (collectively "Grantor") for and in consideration of Ten Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey unto the **CITY OF SHAWNEE**, a municipal corporation, (collectively "Grantee") a Utility Easement over, under, across, through and to the following described property situated in Pottawatomie County, Oklahoma, shown on **Attachment "A" (Subject Property)** for the use of the **CITY OF SHAWNEE** and for the purpose of constructing, operating, maintaining, and replacing a water and wastewater system and associated facilities, connections, utilities, and appurtenances thereto (collectively "Utility System") and including the right of ingress and egress through Grantor's property to and from the Subject Property and all right, and interest in and to any soil, earthen material, fixture, and appurtenances within the boundaries of the Subject Property, incidentally removed during the use of this easement. Grantee agrees that it shall perform such installation, maintenance, repair and replacement of the Utility System as expeditiously as possible as to minimize interference with the use of Grantor's property. Grantee further agrees that in no event shall such construction or repair of the Utility System be performed by Grantee during the period between November 1 and the next succeeding January 31 except as reasonably required for emergencies.

Grantor further covenants and agrees that no building or other similar structure shall ever be erected upon the above described easement area unless the written consent of the Grantee is first obtained. Grantor hereby reserves the right (a) to locate other utilities in the aforesaid easement area subject to the approval of Grantee, which approval shall not be unreasonably withheld; (b) to use the surface area of the aforesaid easement area for any purpose whatsoever, other than construction of a building on the easement area, so long as such use does not substantially interfere with Grantee's right to install, operate, maintain and replace such Utility System (the use of the surface area for vehicular parking, vehicular and pedestrian traffic and for landscaping shall be deemed not to substantially interfere with Grantee's rights hereunder); and (c) in its sole discretion to relocate, at its expense, such Utility System from time to time (if such Utility System is relocated, Grantor will grant to Grantee a new easement substituting the new easement area to which the Utility System is relocated for the prior easement area, and Grantee will release the existing easement).

The rights and privileges above granted to continue in perpetuity; however, in the event Grantee, its successor and assigns, shall abandon or no longer require the use of all or any part of the easement rights herein granted, the part no longer required shall automatically revert to Grantor, and Grantee shall release such easement rights which Grantee shall no longer require.

Grantee hereby expressly agrees to defend, hold harmless and indemnify Grantor from and against any and all claims, costs, damages, expenses, judgments and liability resulting from the acts and work performed by Grantee pursuant to the above described Utility Easement.

Signed and delivered this 11<sup>TH</sup> day of December, 2015.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK - EXECUTION PAGE  
FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Utility Easement as of the day and year first above written.

**GRANTOR:**

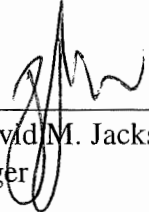
**SHAWNEE MALL OWNER, LLC,**  
a Delaware limited liability company

By: FMC/SM SHAWNEE BRAZOS HOLDINGS, LLC, a  
Delaware limited liability company,  
its sole member

By: FMC/SM SHAWNEE BRAZOS VENTURE, LLC, a  
Delaware limited liability company, its sole member

By: STREETMAC URBAN PARTNERS 2011-1, LLC, an  
Illinois limited liability company, its administrative  
member

By: STREETMAC ASSET MANAGERS LLC,  
an Illinois limited liability company, its manager

By:   
Name: David M. Jackson  
Its: Manager

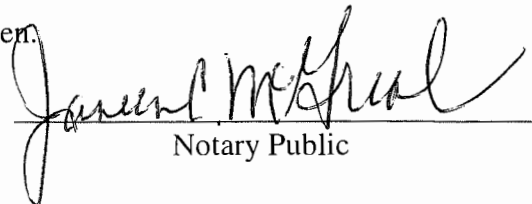
CORPORATE ACKNOWLEDGEMENT

STATE OF ILLINOIS, COUNTY OF COOK SS.

Before me, a Notary Public, within and for said County and State on this 11<sup>th</sup> day of December, 2015, personally appeared David M. Jackson, the manager of StreetMac Asset Managers LLC, the administrative member of StreetMac Urban Partners 2011-1, LLC, the sole member of FMC/SM Shawnee Brazos Venture, LLC, the sole member of Shawnee Mall Owner, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed.

Witness my hand and seal the day and year last above written.

My commission Expires: 4/28/2017

  
Notary Public



**GRANTEE:**

**CITY OF SHAWNEE,**  
an Oklahoma municipal corporation

By: \_\_\_\_\_  
Name:  
Its:

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_ SS.

Before me, a Notary Public, within and for said County and State on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_  
(NAME)  
of \_\_\_\_\_, a corporation, to me known to be the identical person(s) who  
(TITLE)  
executed, on behalf of the corporation, the within and foregoing instrument and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes set forth.

Witness my hand and seal the day and year last above written.

My commission Expires: \_\_\_\_\_  
\_\_\_\_\_  
Notary Public

Attachment "A"

(1 of 2)

LEGAL DESCRIPTION

A strip of land lying in Lots Two (2) and Eight (8), Block A, SHAWNEE MALL SUBDIVISION, a subdivision in the City of Shawnee, Pottawatomie County, Oklahoma, recorded as Document No. 1989-00012230, being more particularly described as follows:

COMMENCING at the southeast corner of said Lot 2;

THENCE North 00°00'57" East, along the east line of said Lot 2, a distance of 225.46 feet;

THENCE North 89°58'57" West a distance of 173.03 feet to the POINT OF BEGINNING;

THENCE continuing North 89°58'57" West a distance of 582.90 feet to a point on the east line of a Fifteen (15) foot utility easement as shown on said plat;

THENCE North 00°00'57" East, along the east line of said utility easement, a distance of 156.64 feet to a point on the south line of a variable width utility easement as shown on said plat;

THENCE South 89°59'03" East, along said south line, a distance of 20.00 feet;

THENCE South 00°00'57" West a distance of 121.64 feet;

THENCE South 89°58'57" East a distance of 491.98 feet;

THENCE North 00°00'00" East a distance of 206.46 feet to a point on the south line of a

Thirty-three (33) foot utility easement as shown on said plat;

THENCE South 89°59'03" East, along said south line, a distance of 20.00 feet;

THENCE South 00°00'00" West a distance of 206.46 feet;

THENCE South 89°58'57" East a distance of 50.91 feet;

THENCE South 00°00'00" West a distance of 35.00 feet to the POINT OF BEGINNING.

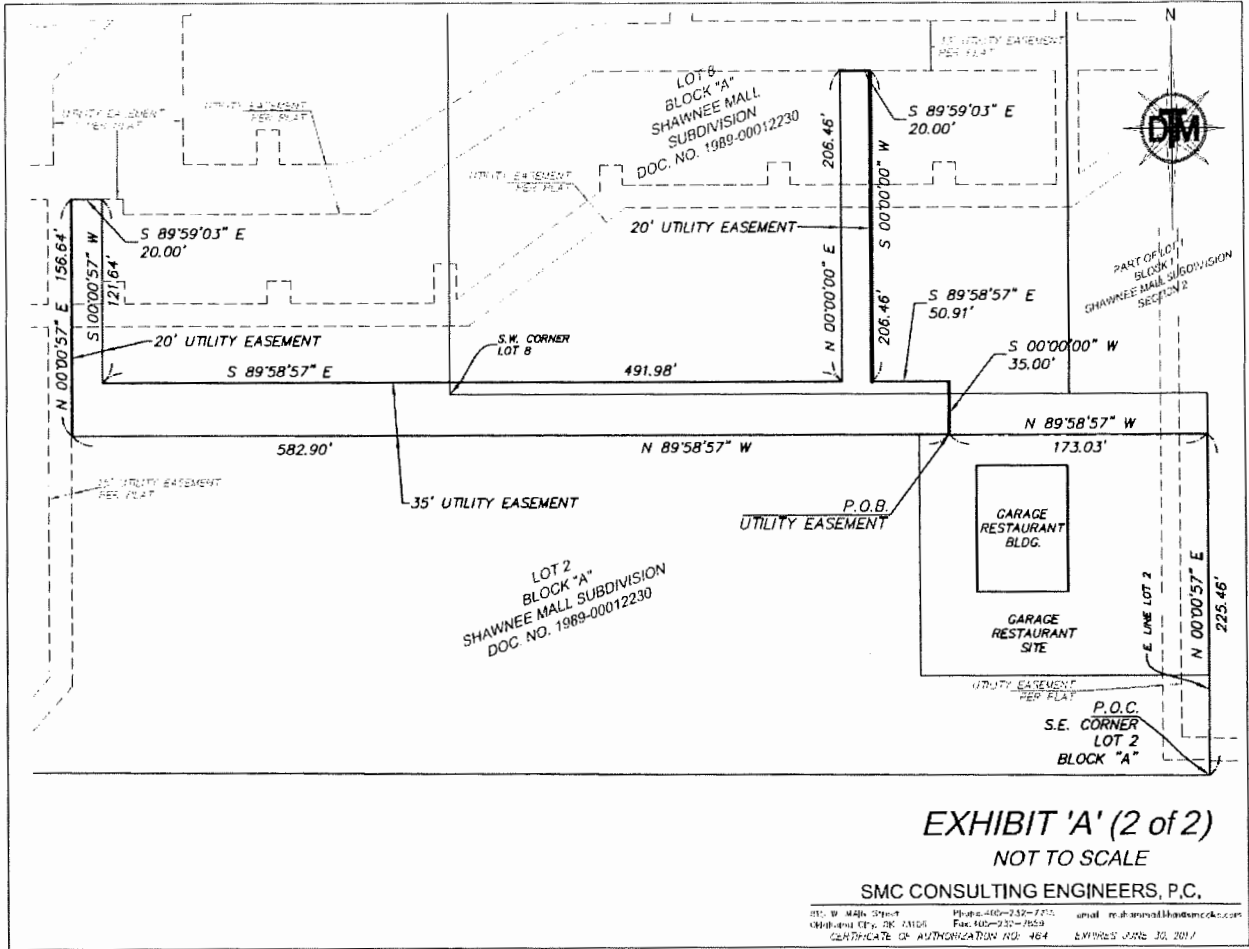
Said described strip of land contains an area of 26,964 square feet or 0.6190 acres, more or less.

The basis of bearings for this legal description was North 00°00'57" East as the east line of Lot 2, Block "A", SHAWNEE MALL SUBDIVISION as shown on said plat.



# Exhibit "A"

(2 of 2)





FIRSTLIBERTY

B A N K

Joey P. Root  
President & CEO  
jroot@myfirstliberty.com

December 17, 2015

City of Shawnee  
Attention: John Krywicki, PE  
City Engineer  
222 N. Broadway  
Shawnee, OK 74801

Re: Sewer work for The Garage Restaurant  
The Garage at Shawnee Mall  
Lot 1, Block 1  
Shawnee, OK

Mr. Krywicki:

First Liberty Bank is the purchase and construction lender for the new Garage Restaurant to be constructed at the Shawnee Mall. The owner of the property will be A-OK, LLC, a company controlled by restaurateur Hal Smith.

A-OK, LLC has been approved for purchase and construction financing in the amount of \$1,300,000. This amount includes \$239,770 for water and sewer improvements.

This financing is scheduled to close on December 21, 2015. The funds will be available for use by A-OK, LLC. to complete the construction of the public water line and public sanitary sewer work to the satisfaction of the city engineer.

Should you have any questions or need any additional information, please let me know.

Regards,

Joey P. Root  
President and CEO  
Phone: (405) 608-1903

**Regular Board of Commissioners**

**1. h.**

**Meeting Date:** 12/21/2015

Budget Amd Fire

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Budget Amendment – General Fund

*To adjust capital account for Fire to redo station 2 on Main Street*

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Attachments

Budget Amd Fire Memo

Budget Amd Fire

# CITY OF SHAWNEE FIRE DEPARTMENT

16 West 9<sup>th</sup> Street  
P (405) 878-1671 | F (405) 878-1618



## ADMINISTRATION

**Dru Tischer**, Fire Chief  
(405) 878-1556

**Andy Starkey**, Deputy Fire Chief  
(405) 878-1538

**Clarice Brock**, Secretary  
(405) 878-1671

DATE: December 14, 2015  
TO: Mayor, Vice Mayor and City Commissioners  
FROM: Dru Tischer, Fire Chief  
SUBJECT: Needs to allow re-occupation of retired Fire Station #2 (1221 E. Main St.)

In an effort to help with response times on the east side of town and ease overcrowding at our stations, I would like to re-occupy our retired Fire Station #2 located at 1221 E. Main St. while our current Station #2 (1401 N. Bryan) is closed for repairs. Since our department moved out of the 1221 E. Main St. station in 1999, it was used as a sub-station by REACT but has been empty for over a year since they occupied their new station. The building is currently in a state of disrepair that makes it unsuitable for re-occupation. We have received bids from reputable contractors to bring the building up to livable standards. Attached is a copy of the lowest and best bid from Sagemill Construction, LLC of Meeker, OK in the amount of \$24,657.73. I have been working with Finance Director Cindy Sementelli on this and our plan is to use fund balance to finance this project. I am respectfully requesting permission to pursue a contract for the listed work with Sagemill Construction and then re-occupation of the 1221 E. Main St. station once that work is complete.



<b>Shawnee Fire Station 2</b>				
Estimate Date: 12/9/15				
Sagemill Construction, LLC				
Rance Miller: 918-810-4071				
Robyn Miller: 405-618-8783				
Line Item	Description	Qty	Price	Ext Price
001	A: Electric - Engine Bay (see tab 2)	1	\$ 2,712.50	\$ 2,712.50
002	B: Electric - Entry	1	\$ 233.28	\$ 233.28
003	C: Electric - Hallway	1	\$ 1,014.48	\$ 1,014.48
004	D: Electric - North Bedroom	1	\$ 108.50	\$ 108.50
005	E: Electric - South Bedroom	1	\$ 108.50	\$ 108.50
006	F: Electric - Changing Room	1	\$ 217.00	\$ 217.00
007	G: Electric - Outdoor	1	\$ 878.85	\$ 878.85
008	H: Electric - Outdoor upgrade to LED flood lights	1	\$ 634.73	\$ 634.73
009	Electric - Add washer/dryer hookups	1	\$ 1,356.25	\$ 1,356.25
010	Roof - \$300/patch (unknown leaks) Assumed 3	3	\$ 325.50	\$ 976.50
011	Air Quality Test Initial testing	1	\$ 488.25	\$ 488.25
012	Cove Base	1	\$ 379.75	\$ 379.75
013	Replace broken/missing VCT flooring	1	\$ 488.25	\$ 488.25
014	Replace damaged/stained ceiling tile	1	\$ 379.75	\$ 379.75
015	Fix Overhead Door	1	\$ 813.75	\$ 813.75
016	Patch paneling	1	\$ 298.38	\$ 298.38
017	Option 2: New HVAC unit (recommended)	1	\$ 5,789.85	\$ 5,789.85
018	Paint Paneling	1	\$ 1,953.00	\$ 1,953.00
019	New Blinds	1	\$ 271.25	\$ 271.25
020	Demo Walls in Bedroom	1	\$ 434.00	\$ 434.00
021	Bathroom: toilet	1	\$ 260.40	\$ 260.40
022	Bathroom: cabinet top	1	\$ 515.38	\$ 515.38
023	Bathroom: sink & fixtures	1	\$ 412.30	\$ 412.30
024	Lockers: sand & paint	1	\$ 488.25	\$ 488.25
025	Lockers: new locks	1	\$ 271.25	\$ 271.25
026	Interior door kick plate	1	\$ 81.38	\$ 81.38
027	Front Door and window frame paint	1	\$ 271.25	\$ 271.25
028	Front Door deadbolt	1	\$ 135.63	\$ 135.63
029	Paint Concrete Threshold	1	\$ 271.25	\$ 271.25
030	Power wash vinyl	1	\$ 271.25	\$ 271.25
031	Paint outdoor windowsills red	1	\$ 461.13	\$ 461.13
032	Paint Metal Siding	1	\$ 868.00	\$ 868.00
033	Additional air quality testing each test	1	\$ 488.25	\$ 488.25
034	Paint Overhead Door	1	\$ 325.50	\$ 325.50
	<b>Total</b>			<b>\$ 24,658.00</b>

<i>Electrical (Detail)</i>							
\$ 2,500.00	<i>A) Engine bay</i>						
		<i>1) Demo existing fixtures and wiring.</i>					
		<i>2) Install 6 new wrap around fixtures and lamps Surface mount).</i>					
		<i>3) Install 2-3 way switches ( surface mount).</i>					
		<i>4) All wiring and fixtures will be new</i>					
\$ 215.00	<i>B) Entry ( Thru front door )</i>						
		<i>1) Install new wrap around fixture (Surface mount).</i>					
\$ 935.00	<i>C) Hall Way</i>						
		<i>1) Install 3 new wrap around fixtures ( Surface mount)</i>					
		<i>2) Remove romex wiring to the existing fixture. Install new wiring in conduit or m/c cable.</i>					
\$ 100.00	<i>D) Bed Room 1 (North room)</i>						
		<i>1) Relamp fixture</i>					
\$ 100.00	<i>E) Bed Room 2 ( South room)</i>						
		<i>1) Relamp fixture</i>					
\$ 200.00	<i>F) Changing Room</i>						
		<i>1) Relamp fixtures</i>					
\$ 810.00	<i>G) Outside</i>						
		<i>1) Relamp recessed fixtures</i>					
		<i>2) Replace photocell</i>					
		<i>3) Relamp quartz fixtures</i>					
		<b><i>( To replace fixtures with LED flood lights add \$585.00. I would advise changing these fixtures)</i></b>					

**City of Shawnee**  
**Budget Amendment**  
**General Fund**  
**December 21, 2015**

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
001	5-5030-5617			transfer to capital	-	25,000.00	25,000.00
				Total	-	25,000.00	25,000.00

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
301	5-0720-5420			Capital outlay- bid improvements	693,244.00	25,000.00	718,244.00
					-	-	-
					693,244.00	25,000.00	

Approved by the City Commission this  
12/21/2015

Explanation of Budget Amendment:  
To adjust capital account for fire to redo station 2  
on main street

Approved:

Mayor \_\_\_\_\_

Attest:

City Clerk \_\_\_\_\_

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

**Regular Board of Commissioners**

**3.**

**Meeting Date:** 12/21/2015

Cancel 1/4/2016 CC mtg

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Discussion regarding cancelling January 4, 2016 City Commission meeting.

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**Regular Board of Commissioners**

**4.**

**Meeting Date:** 12/21/2015

Zimmerman Resolution

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Consider a resolution of support indicating favorable consideration for a tax credit award to Zimmerman Properties, LLC to construct a new 48-unit senior multi-family housing development known as Shawnee Estates approximately ¼ mile East of North Harrison on Transportation Parkway.

---

Attachments

[Zimmerman Resolution](#)

[Zimmerman Support Ltr](#)

[Zimmerman Site Map](#)

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION SUPPORTING THE CONSTRUCTION OF A NEW 48-UNIT SENIOR MULTI-FAMILY HOUSING DEVELOPMENT KNOWN AS SHAWNEE ESTATES DEVELOPMENT BY ZIMMERMAN PROPERTIES, LLC LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, OKLAHOMA; AND SUPPORTING FAVORABLE CONSIDERATION BE GIVEN FOR TAX CREDIT AWARD FOR THIS DEVELOPMENT.

BE IT RESOLVED:

WHEREAS, Zimmerman Properties, LLC (Owner/Applicant), is proposing to construct a new 48-unit Senior multi-family housing development known as Shawnee Estates to be located in the limits of the City of Shawnee approximately ¼ mile East of N. Harrison on Transportation Parkway; and

WHEREAS, the City of Shawnee supports economic development and promotes affordable housing for the benefit of the citizens of the City of Shawnee.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF SHAWNEE, that the City Council supports favorable consideration to be given for a tax credit award for this Development.

BE IT FURTHER RESOLVED, it is noted that the proposed development is consistent with the City of Shawnee's affordable housing strategies and comprehensive plan.

**PASSED AND APPROVED** this 21<sup>st</sup> day of December, 2015.

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WES MAINORD, MAYOR

**ATTEST:**

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PHYLLIS LOFTIS, CMC, CITY CLERK  
(SEAL)

Approved as to form and legality on the 21<sup>st</sup> day of December, 2015, by the City Attorney, Mary Ann Karns.

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MARY ANN KARNS, CITY ATTORNEY



**B e y o n d B u i l d i n g s .**

December 3, 2015

To: Distribution List

Zimmerman Properties, LLC (Applicant) will submit an application to the Oklahoma Housing Finance Agency (OHFA) to obtain tax credits on the new construction of a proposed development, the name of which will be **Shawnee Estates**. Said development will be for **Seniors** and is proposed to be located approximately one quarter mile East of N. Harrison on Transportation Parkway, Shawnee, 74804. There will be a total of **48 units** in the development. Of this total, 100% will be rent and income restricted units. OHFA Trustees will consider this application at OHFA's May 2016 Trustees meeting. Trustee meeting dates can be found on OHFA's website, [www.ohfa.org](http://www.ohfa.org). Any questions regarding this application may be directed to Ben Mitchell at Zimmerman Properties, 1730 E. Republic Road, Suite F, Springfield, MO 65804, phone 417-890-3219, fax 417-883-6343. For information regarding the hearing of the application, contact Mr. Darrell Beavers, Housing Development Team Manager, OHFA, PO Box 26720, Oklahoma City, OK 73126-0720, phone 405-419-8261, [darrell.beavers@ohfa.org](mailto:darrell.beavers@ohfa.org).

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ben Mitchell', with a long, sweeping underline that extends to the right.

**Ben Mitchell**

Vice President - Development/Finance  
(417) 890-3219 - Direct Phone  
(417) 883-1632 - Office Phone  
(417) 883-6343 - Office Fax  
[bmitchell@wilhoitproperties.com](mailto:bmitchell@wilhoitproperties.com) - email

[www.WilhoitProperties.com](http://www.WilhoitProperties.com)

1730 E. Republic Road, Suite F • Springfield, MO 65804

**Mayor Wes Mainord**  
Shawnee City Hall  
16 W. 9<sup>th</sup> Street  
Shawnee, OK 74801

**VACANT**  
**Ward 1**  
Shawnee City Hall  
16 W. 9<sup>th</sup> Street  
Shawnee, OK 74801

**Commissioner Linda Agee**  
**Ward 2**  
Shawnee City Hall  
16 W. 9<sup>th</sup> Street  
Shawnee, OK 74801

**Commissioner James Harrod**  
**Ward 3**  
Shawnee City Hall  
16 W. 9<sup>th</sup> Street  
Shawnee, OK 74801

**Commissioner Keith Hall**  
**Ward 4**  
Shawnee City Hall  
16 W. 9<sup>th</sup> Street  
Shawnee, OK 74801

**Commissioner Lesa Shaw**  
**Ward 5**  
Shawnee City Hall  
16 W. 9<sup>th</sup> Street  
Shawnee, OK 74801

**Commissioner Micheal Dykstra**  
**Ward 6**  
Shawnee City Hall  
16 W. 9<sup>th</sup> Street  
Shawnee, OK 74801

**Commissioner Melissa Dennis**  
**District 1**  
Pottawatomie County Courthouse  
14101 Acme Road  
Shawnee, OK 74804

**Commissioner Eddie Stackhouse**  
**District 3**  
Pottawatomie County Courthouse  
14101 Acme Road  
Shawnee, OK 74804

**Commissioner Randy Thomas**  
**District 2**  
Pottawatomie County Courthouse  
14101 Acme Road  
Shawnee, OK 74804

**Mr. Justin Erickson**  
**City Manager**  
*By email only*  
[jerickson@shawneeok.org](mailto:jerickson@shawneeok.org)

**Representative Justin Wood**  
**District 26**  
Oklahoma Capital  
2300 N. Lincoln Blvd, room 202  
Oklahoma City, OK 73105

**Senator Ron Sharp**  
**District 17**  
Oklahoma Capital  
2300 N. Lincoln Blvd, room 429  
Oklahoma City, OK 73105



Shawnee Estates  
48 unit SENIOR

40

Westtech Rd

E1120 Rd

Shawnee Mall Dr

W Interstate Pkwy

N3410 Rd

N Union Ave

N Harrison Ave

N Harrison St

E 45th St

N C-Brutan Dr

Osusanna

Happy Valley

Sir Jake

Woodstock

Gracelann

Mia

Virgie

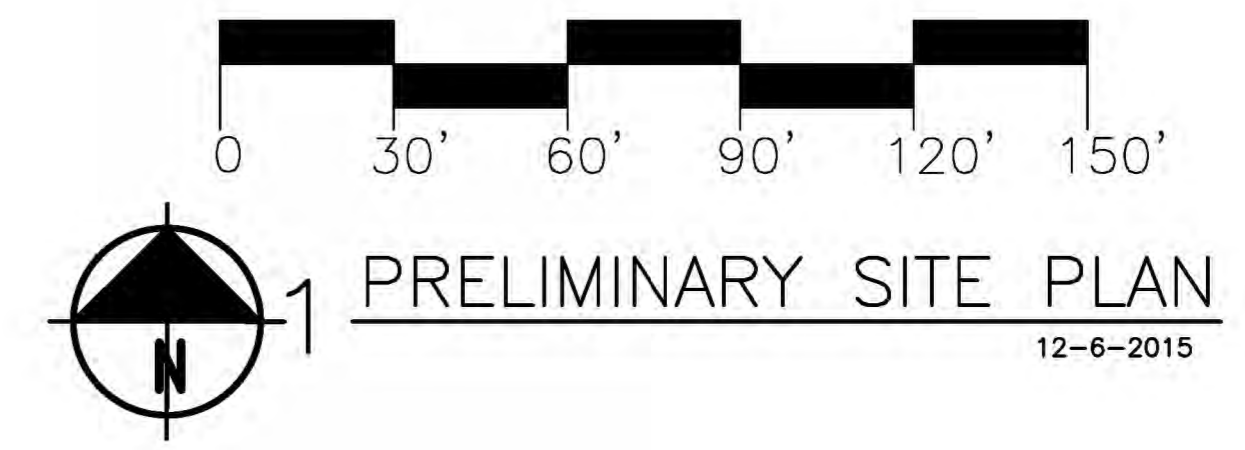
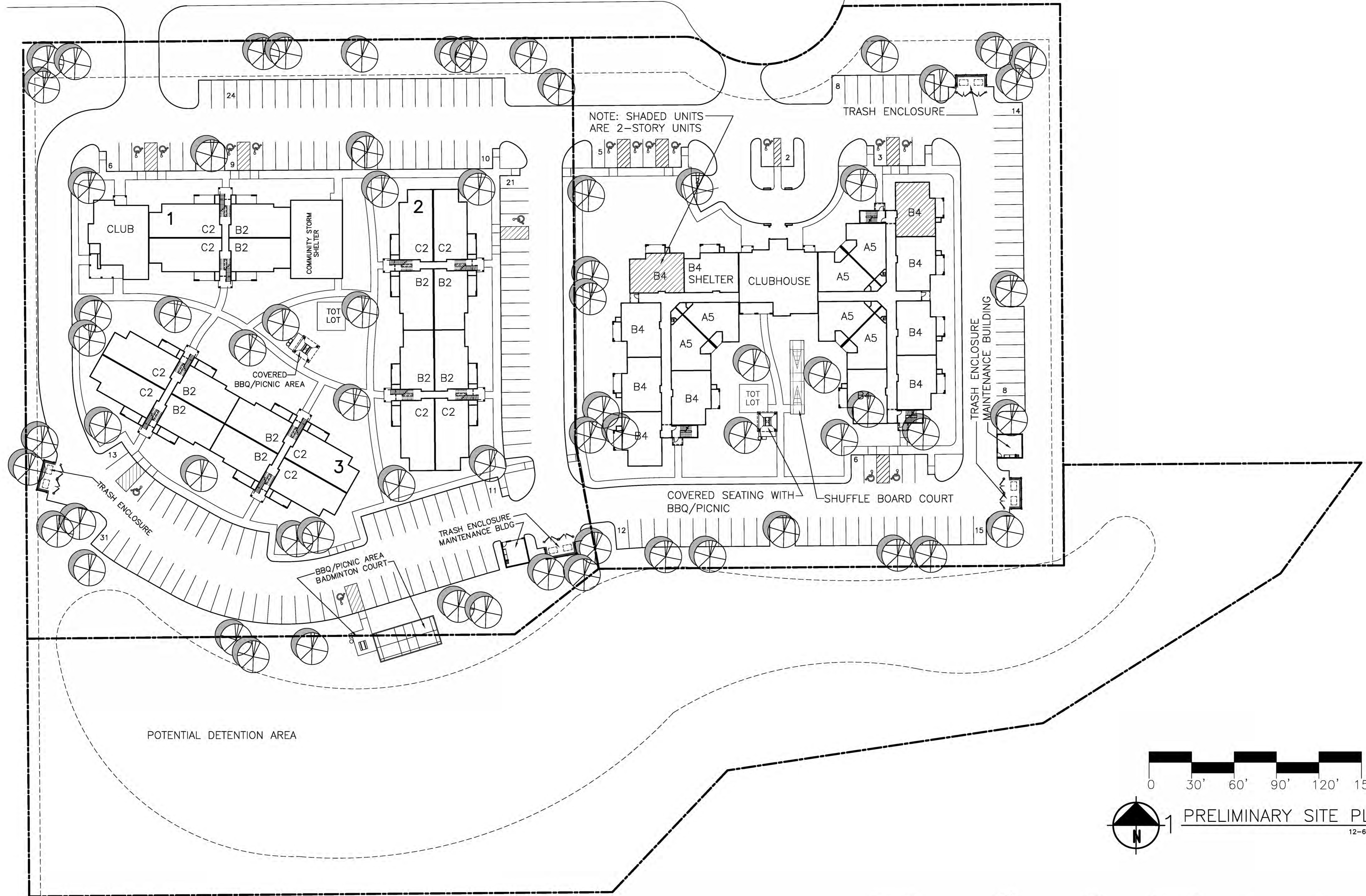
© 2013 Google

Google earth

1995

Imagery Date: 8/9/2012 35°23'02.28" N 96°54'56.22" W elev 1018 ft eye alt 9984 ft

TRANSPORTATION PARKWAY



**Zimmerman Investments L.L.C.**  
Parker Associates  
2202 East 49th Street South,  
Suite 250  
Tulsa, OK 74105  
(918)-742-2485  
1730 E. Republic Rd.  
P.O. Box 3737  
Springfield, MO. 65808

# Shawnee Park & Estates

## Family & Senior Apartments in Shawnee, OK

**Regular Board of Commissioners**

**5.**

**Meeting Date:** 12/21/2015

TSET Presentation

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Presentation of grant funds received from Oklahoma Tobacco Settlement Endowment Trust (TSET) for the Boy Scout Splash Pad and Restroom project.

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**Regular Board of Commissioners**

**6.**

**Meeting Date:** 12/21/2015

Sales Tax

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Acknowledge Sales Tax Report received December 2015.

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Attachments

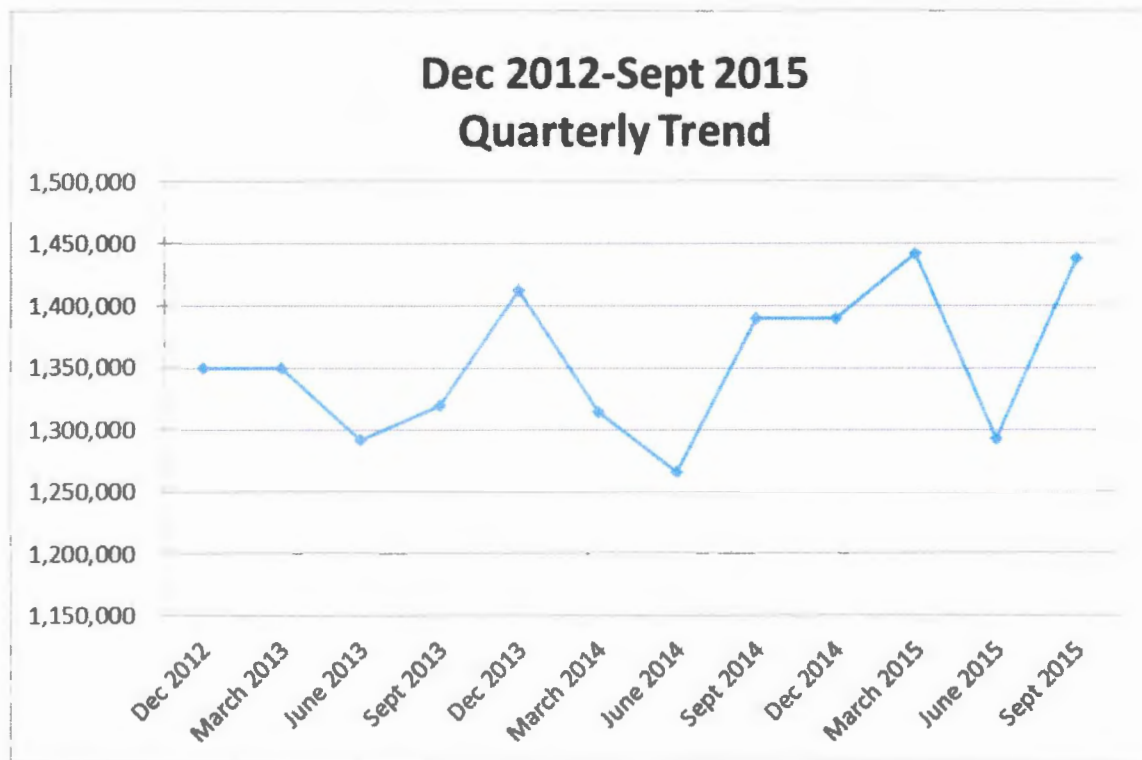
Sales Tax Memo

# City of Shawnee Memorandum



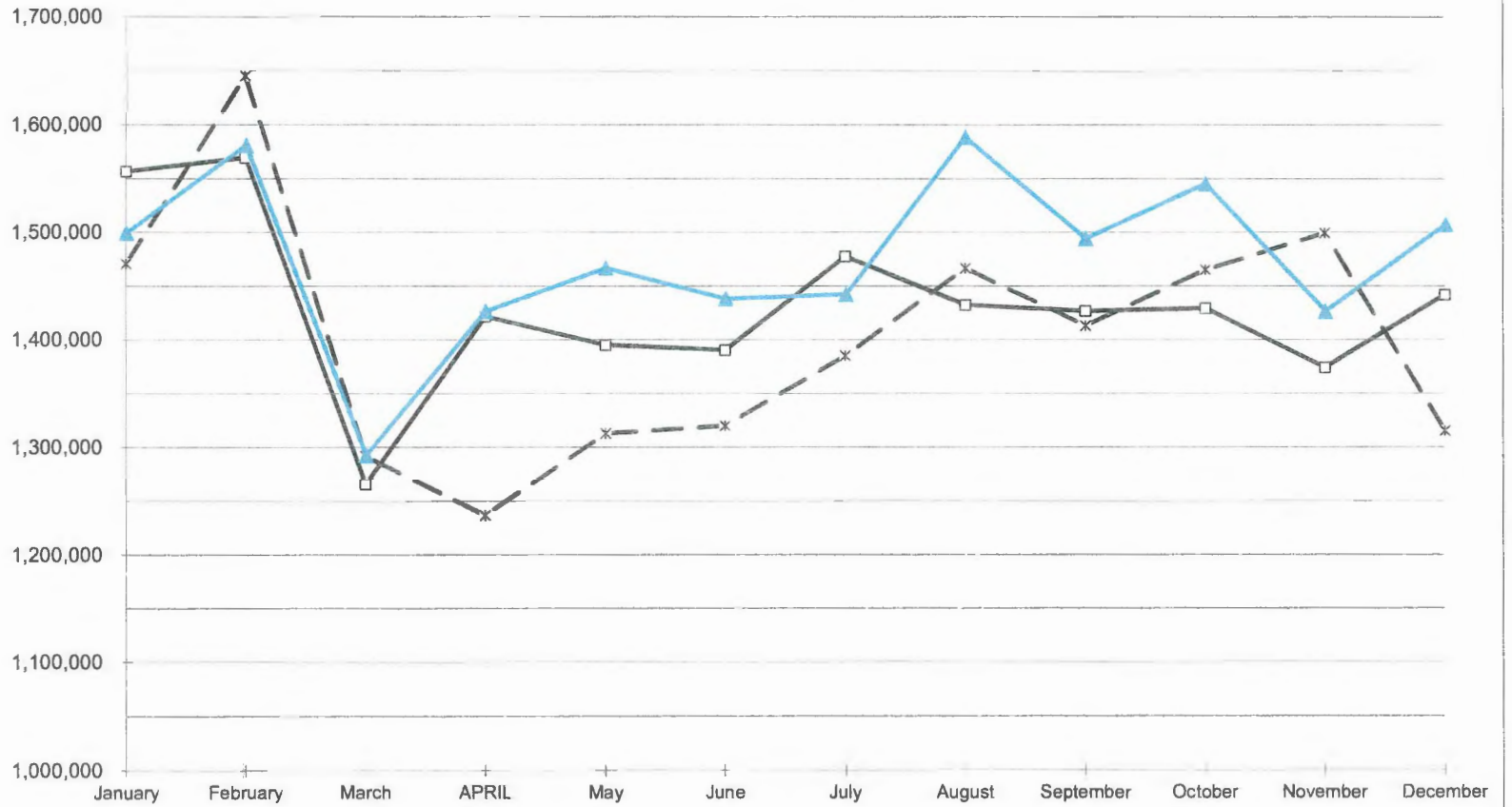
**To:** Mayor and City Commissioners  
**CC:** Justin Erickson, City Manager  
**From:** Cynthia R Sementelli, Finance Director  
**Date:** December 14, 2015

December sales tax collected was \$1,506,784 up \$65,010 or 4.51% over last year. We are 14.58% or \$191,759 over December 2013 figures. For fiscal year 2015-2016 we are up 4.92% over fiscal year 2014-2015



Month	January 2013	January 2014	January 2015	Increase (Decrease)	
	through	through	through	Over Prior Year	
	December 2013	December 2014	December 2015	Amount	Percentage
January	1,470,565	1,556,616	1,499,067	(57,550)	(3.70%)
February	1,645,070	1,569,453	1,580,604	11,151	0.71%
March	1,291,532	1,265,687	1,292,781	27,093	2.14%
APRIL	1,236,564	1,421,540	1,426,451	4,911	0.35%
May	1,312,710	1,394,972	1,466,536	71,564	5.13%
June	1,319,813	1,390,155	1,438,144	47,989	3.45%
July	1,385,055	1,477,552	1,442,218	(35,334)	(2.39%)
August	1,466,250	1,432,227	1,588,410	156,183	10.90%
September	1,412,708	1,426,359	1,494,203	67,844	4.76%
October	1,465,063	1,428,921	1,545,245	116,324	8.14%
November	1,499,183	1,374,143	1,426,192	52,049	3.79%
December	1,315,025	1,441,774	1,506,784	65,010	4.51%
Total	16,819,537	17,179,399	17,706,633	527,235	3.07%
		Prior Year	Current Year	Increase (Decrease)	
Period		Actual	Actual	Over Prior Year	
Fiscal Year to Date		8,580,976	9,003,052	422,076	4.92%

### Sales Tax Jan -Dec



—x— January 2013 through December 2013  
—□— January 2014 through December 2014  
—△— January 2015 through December 2015

**Regular Board of Commissioners**

**7.**

**Meeting Date:** 12/21/2015

CM Update

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

City Manager Update

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**Regular Board of Commissioners**

**8. a.**

**Meeting Date:** 12/21/2015

Snow Bids

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Proposals for Snow and Ice Removal Assistance (Open/Award)

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Attachments

Snow Notice

Snow Bidders List

**CITY OF SHAWNEE OKLAHOMA**

**NOTICE TO PROSPECTIVE CONTRACTORS FOR THE REMOVAL OF SNOW AND ICE FROM THE STREETS OF THE CITY OF SHAWNEE**

Notice is hereby given that the City of Shawnee desires to receive proposals for the removal of snow and ice from city streets within the City of Shawnee. The intent of this project is to augment City streets crews.

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

Proposals shall be based upon the Plans and Specifications and other documents in the Proposal Documents Package. Proposals 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, December 21, 2015. All proposals timely received will be opened and reviewed by the City Emergency Management Director. The City Emergency Management Director reserves the right to recommend that the City Commission of the City of Shawnee reject any or all proposals and to recommend that the Commission waive immaterial defects and irregularities.

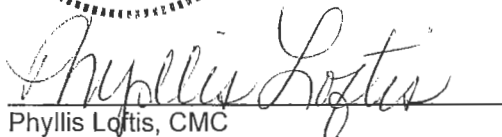
The City Emergency Management Director may issue addenda as may be necessary in the best interest of the public and the City of Shawnee. Addenda may amend the date and/or time for receipt of proposals or any specification, item, document or requirement in the Proposal Documents

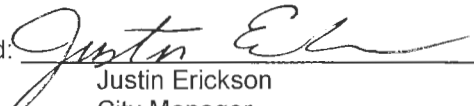
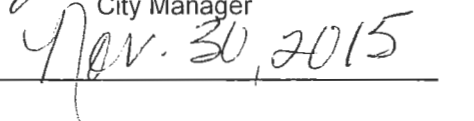
The Point of Contact for this project is Tim Dibler, City Street Superintendent who may be reached at telephone number 1-405-650-8602. Contractors are encouraged to visit with the Street Superintendent to obtain all details needed prior to submitting their proposal so that their proposal is complete and total.

The successful contractor 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 ten (10) calendar days following the City's notification of its intent to award Contract, unless that time is extended by the City Engineer.

The Contractor shall use the Proposal Forms and Affidavits provided in the Proposal Documents or photocopies thereof. All forms must be signed and all affidavits sworn to and notarized. All proposals shall be typewritten or legibly printed in ink. Contractor shall file the proposal in a sealed envelope. Each envelope shall bear a legible notation thereon that it is a proposal upon the project proposed.



  
Phyllis Loftis, CMC  
City Clerk

Signed:   
Justin Erickson  
City Manager  
Date: 

## Potential Vendor List

### Snow & Ice Removal

Haskell Lemon Construction Co  
ATTN: Joe Ridley  
P.O. Box 75608  
Oklahoma City, OK 73147-0608  
405-947-6069  
[jridley@haskelllemon.com](mailto:jridley@haskelllemon.com)

Markwell Paving Co  
1020 SW 21<sup>st</sup> Street  
Oklahoma City, OK 73108  
405-634-5353  
[darrell@markwellpaving.com](mailto:darrell@markwellpaving.com)

Schwarz Paving Co  
8251 West Reno  
Oklahoma City, OK 73127  
405-789-7203  
[debbie.judd@schwarzpaving.com](mailto:debbie.judd@schwarzpaving.com)

Shell Construction Co  
336 Falcon Dr  
OKC, OK 73127  
405-495-2063  
[shellconstruction@ymail.com](mailto:shellconstruction@ymail.com)

CP Integrated Services  
3800 Beacon Dr  
OKC, OK 73179  
405-823-2147  
[durindafisher@coxinet.net](mailto:durindafisher@coxinet.net)

Silver Star Construction Co  
2401 S Broadway  
Moore, OK 73160  
405-793-1725  
[recept@silverstarconst.com](mailto:recept@silverstarconst.com)

Nash Construction Co  
700 South Irving  
Oklahoma City, OK 73129  
405-672-2792  
[nashconbw@att.net](mailto:nashconbw@att.net)

Rudy Construction Co  
3101 NE 63<sup>rd</sup>  
Oklahoma City, OK 73121  
405-478-9900  
[info@rudycorstruction.com](mailto:info@rudycorstruction.com)

Shawnee Sand & Select  
43008 Benson Park Rd  
Shawnee, OK 74801  
405-878-6088  
[drw9994@yahoo.com](mailto:drw9994@yahoo.com)

G & G Services  
37402 Garrett's Lake Road  
Shawnee, OK 74804  
405-203-3588  
[griggschris@yahoo.com](mailto:griggschris@yahoo.com)