

AMENDED AGENDA
BOARD OF CITY COMMISSIONERS
November 16, 2015 AT 6:30 P.M.
COMMISSION CHAMBERS AT CITY HALL
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

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

1. Consider approval of Consent Agenda:
 - a. Minutes from the November 2, 2015 regular meeting.
 - b. Acknowledge Commission and Related Authorities meeting schedule for 2016
 - c. Acknowledge letter from Police Chief Russell Frantz announcing his retirement
 - d. Acknowledge the following reports and minutes:
 - License Payment Report for October 2015
 - Project Payment Report for October 2015
 - Planning Commission Minutes from October 7, 2015 meeting
 - e. Lake Lease Renewals:

RENEWALS:

 - Lot 5 Hart Tract, 16205 Hart Rd.
Lessees: Daren and Valerie Boyne
 - Lot 12 Eckel Tract, 15105 Eckel Rd.
Lessee: Peggy Downey
 - Lot 13 Eckel Tract, 15101 Eckel Rd.
Lessees: George and Carrie Heckert
 - Lot 6 Eckel Tract, 15305 Eckel Rd.
Lessees: Patrick and Judith Henderson
 - Lot 5 Eckel Tract, 15309 Eckel Rd.
Lessee: Bruce Outland
 - Lot 9 Eckel Tract, 15201 Eckel Rd.

Lessees: Michael Violet and Kristin Pfenninger

• Lot 10 Hart Tract, 16309 Hart Rd.
Lessees: Steve and Sheila Walker

f. Acknowledge Oklahoma Municipal Retirement Fund normal Retirement for Michael Jackson.

g. Mayor's appointments:

Shawnee Hospital Authority

Mark Finley 2nd Full Term Expires 12/31/2021
Reappointment

Kathleen Laster 2nd Full Term Expires 12/31/2021
Reappointment

Stephen Trotter 2nd Full Term Expires: 12/31/2021
Reappointment

h. Acknowledge Workers Compensation Settlement – Lisa Moody

i. Acknowledge Workers Compensation Settlement – Rhonda Dennie

j. Budget Amendment – Fund 701

To move money from capital to the Library Fund to replace A/C units that were not budgeted for.

2. Citizens Participation

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

3. Presentation by City Manager to Employee of the Month, Jeffrey Pack, Water Distribution.

4. Consider a resolution of appreciation to Russel Frantz for over 30 years of service to the City of Shawnee and presentation to Russell Frantz.

5. Consider a resolution of appreciation to Michael Jackson for over 27 years of service to the City of Shawnee and presentation to Michael Jackson.

6. Consider Oklahoma Municipal Retirement Fund lump sum payment from Defined Benefit Plan for James Wilson.

7. Consideration of approval of a Preliminary Plat for The Garage Restaurant located at 190 Mall Drive, Shawnee, OK. Case #S12-15 Applicant: Muhammad Khan, P.E.

8. Acknowledge Sales Tax Report received November 2015.

9. City Manager Update

10. New Business

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

11. Commissioners Comments
12. Consider an Executive Session to discuss potential claims, litigation or other options regarding Pottawatomie County District Court Case No. CJ-2014-128, The Citizen Potawatomi Nation by Linda Capps, its Vice Chairman, and Deanna Jesse vs. City of Shawnee, as authorized by 25 O.S. §307(B)(4).
13. Consider matters discussed in Executive Session regarding potential claims, litigation or other options regarding Pottawatomie County District Court Case No. CJ-2014-128, The Citizen Potawatomi Nation by Linda Capps, its Vice Chairman, and Deanna Jesse vs. City of Shawnee, as authorized by 25 O.S. §307(B)(4).
14. Adjournment

Respectfully submitted

Phyllis Loftis, CMC, City Clerk

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

Regular Board of Commissioners

1. a.

Meeting Date: 11/16/2015

CC Minutes

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the November 2, 2015 regular meeting.

Attachments

CC Minutes

BOARD OF CITY COMMISSIONERS PROCEEDINGS
NOVEMBER 2, 2015 AT 6:30 P.M.

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Commission Chambers at City Hall, 9th and Broadway, Shawnee, Oklahoma, Monday, October 19, 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. Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in Shawnee Airport Authority Agenda Item No. 2.
 - b. Minutes from the October 19, 2015 regular meeting and October 5, 2015 Special Call meeting.

- c. Acknowledge the following minutes:
 - Shawnee Civic and Cultural Development Authority Minutes from September 17, 2015 meeting
 - Traffic Commission Minutes from August 25, 2015 meeting

d. Traffic Commission Recommendations

- A. Consideration of request by Staff, to name a new city street “R.J. Barnard St”. The said street intersects with Kickapoo approximately 250 feet north of Wall St and runs west for approximately 500 feet.

STAFF RECOMMENDATION: Staff recommends approval of request

BOARD RECOMMENDATION: Board recommends approval of request

e. Mayor’s appointments:

Oklahoma Baptist University Authority

Tom Terry 1st Full Term Expires 12/31/2021
Replacing Jack Moore

Joe Ford 1st Full Term Expires 12/31/2021
Replacing Randy Smith

- f. Budget Amendment – Fund 112 TIF
To move money from the TIF District for the Main Street Streetscape project
- g. Approve agreement with the Oklahoma Tax Commission for Administration of Sales Tax and Use Tax Ordinances.

Commissioner Shaw requested that Agenda Item Nos. 1(c), (d), (e), (f) and (g) be pulled for separate consideration.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Agee, to approve Consent Agenda Item Nos. 1(a-b), less items (c-g). Motion carried 6-0.

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

NAY: None

Regarding Agenda Item No. 1(c), Commissioner Shaw asked for clarification on the Shawnee Civic and Cultural Development Authority Minutes from September 17, 2015 regarding their accounts payable. She questioned the high cost from OG&E for electric utility service and the general claims from the City of Shawnee. She asked City Manager Justin Erickson to look into some cost saving measures regarding the electric service. Finance Director Cindy Sementelli stated that she would check on the City of Shawnee items and inform Commissioner Shaw.

A motion was made by Commissioner Shaw, seconded by Commissioner Dykstra, to approve Consent Agenda Item No. 1(c). Motion carried 6-0.

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

NAY: None

Regarding Agenda Item No. 1(d), Commissioner Shaw asked for information on the process of naming streets. City Manager Justin Erickson explained that this was a part of the Kickapoo Street project and that the Oklahoma Department of Transportation (ODOT) requested that the City name the street. The Traffic Commission made the recommendation per staff's request. Commissioner Shaw also questioned if the street could be named prior to the Traffic Commission's minutes being approved.

A motion was made by Commissioner Shaw, seconded Vice Mayor Harrod, to approve Consent Agenda Item No. 1(d) subject to the Traffic Commission approving their October 27, 2015 Minutes. Motion carried 6-0.

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

NAY: None

Regarding Agenda Item No. 1(e), Commissioner Shaw thanked representatives from Oklahoma Baptist University for educating her on the role their board plays in the community. She noted her previous concern with appointing OBU employees to the board and thanked them for suggesting alternate board members.

Commissioner Shaw also requested for biographies or background information on board appointees.

A motion was made by Commissioner Shaw, seconded by Commissioner Agee, to approve Consent Agenda Item No. 1(e). Motion carried 6-0.

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

NAY: None

Regarding Agenda Item No. 1(f), Commissioner Shaw expressed concerns that the budget amendment would leave a low balance in the Tax Increment Financing (TIF) District Fund. Finance Director Cindy Sementelli explained the purpose of the TIF District requires that the funds are dedicated and used for downtown projects.

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

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

NAY: None

Regarding Agenda Item No. 1(g), Commissioner Shaw asked for clarification of the agreement with the Oklahoma Tax Commission (OTC). Finance Director Cindy Sementelli explained the new contract with OTC allows them to retain one-half percent ($\frac{1}{2}\%$) for collection of the taxes rather than one percent (1%).

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

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

NAY: None

AGENDA ITEM NO. 2:

Citizens Participation

(A three minute limit per person)

(A twelve minute limit per topic)

There was no Citizens Participation.

AGENDA ITEM NO. 3:

Consider for approval a resolution authorizing the sale of not to exceed \$11,000,000 Oklahoma Baptist University Authority Refunding Revenue Notes (Oklahoma Baptist University Project) Series 2015A and 2015B, designating the same as Bank Qualified, as necessary, and waiving competitive bidding.

Mr. Randy Smith with Oklahoma Baptist University and Gary Bush with Public Finance Law Group answered questions from Commissioner Shaw.

Commissioner Shaw also inquired as to any loss the City would experience from approving the resolution. Finance Director Cindy Sementelli stated that there would be no loss to the City.

Resolution No. 6501 was introduced.

APPROVAL OF SALE OF NOT TO EXCEED \$11,000,000 OKLAHOMA BAPTIST UNIVERSITY AUTHORITY, REFUNDING REVENUE NOTES (OKLAHOMA BAPTIST UNIVERSITY PROJECT) SERIES 2015A AND 2015B, DESIGNATING THE NOTES AS BANK QUALIFIED, AS NECESSARY AND WAIVING COMPETITIVE BIDDING.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Hall, to approve a resolution authorizing the sale of not to exceed \$11,000,000 Oklahoma Baptist University Authority Refunding Revenue Notes (Oklahoma Baptist University Project) Series 2015A and 2015B, designating the same as Bank Qualified, as necessary, and waiving competitive bidding. Motion carried 6-0.

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

NAY: None

AGENDA ITEM NO. 4:

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. 5:

Commissioners Comments

Vice Mayor Harrod thanked the Fire and Police departments for going throughout the neighborhoods on Halloween night.

RECESS CITY COMMISSION MEETING BY THE POWER OF THE CHAIR TO CONVENE SHAWNEE AIRPORT AUTHORITY AND SHAWNEE MUNICIPAL AUTHORITY (6:51 P.M.)

RECONVENE CITY COMMISSION MEETING BY THE POWER OF THE CHAIR (6:55 P.M.)

AGENDA ITEM NO. 6:

Consider an Executive Session to discuss potential claims, litigation or other options regarding Pottawatomie County District Court Case No. CJ-2014-128, The Citizen Potawatomi Nation by Linda Capps, its Vice Chairman, and Deanna Jesse vs. City of Shawnee, as authorized by 25 O.S. §307(B)(4).

A motion was made by Vice Mayor Harrod, seconded by Commissioner Shaw, to enter into Executive Session to discuss potential claims, litigation or other options regarding Pottawatomie County District Court Case No. CJ-2014-128, The Citizen Potawatomi Nation by Linda Capps, its Vice Chairman, and Deanna Jesse vs. City of Shawnee, as authorized by 25 O.S. §307(B)(4).

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

NAY: None

COMMISSIONER DYKSTRA LEFT THE MEETING AT 6:56 P.M.

COMMISSION ENTERED INTO EXECUTIVE SESSION AT 6:56 P.M. WITH FIVE COMMISSIONERS PRESENT.

COMMISSION RECONVENED FROM EXECUTIVE SESSION AT 8:10 P.M. WITH FIVE MEMBERS PRESENT

AGENDA ITEM NO. 7:

Consider matters discussed in Executive Session regarding potential claims, litigation or other options regarding Pottawatomie County District Court Case No. CJ-2014-128, The Citizen Potawatomi Nation by Linda Capps, its Vice Chairman, and Deanna Jesse vs. City of Shawnee, as authorized by 25 O.S. §307(B)(4).

No action was taken.

AGENDA ITEM NO. 8:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (8:11 p.m.)

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Regular Board of Commissioners

1. b.

Meeting Date: 11/16/2015

CC 2016 Regular Calendar

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge Commission and Related Authorities meeting schedule for 2016

Attachments

2016 CC Calendar

2016 CALENDAR YEAR
SCHEDULE OF REGULAR MEETINGS
CITY COMMISSION & RELATED AUTHORITIES

DATE		TIME	PLACE OF
MEETING			
1/04/2016	Monday	6:30 p.m.	Commission Chambers-City Hall
1/19/2016	Tuesday	"	16 West 9 th , Shawnee, OK
2/01/2016	Monday	"	"
2/16/2016	Tuesday	"	"
3/07/2016	Monday	"	"
3/21/2016	"	"	"
4/04/2016	"	"	"
4/18/2016	"	"	"
5/02/2016	"	"	"
5/16/2016	"	"	"
6/06/2016	"	"	"
6/20/2016	"	"	"
7/05/2016	Tuesday	"	"
7/18/2016	Monday	"	"
8/01/2016	"	"	"
8/15/2016	"	"	"
9/06/2016	Tuesday	"	"
9/19/2016	Monday	"	"
10/03/2016	"	"	"
10/17/2016	"	"	"
11/07/2016	"	"	"
11/21/2016	"	"	"
12/05/2016	"	"	"
12/19/2016	"	"	"

NAME: PHYLLIS LOFTIS, CMC

TITLE: City Clerk

ADDRESS: P. O. Box 1448

Shawnee, OK 74802-1448

TELEPHONE: (405) 878-1604

Filed in the office of the Municipal Clerk at _____ a.m./p.m. on _____, 2015.

Signed: _____
 Clerk/Deputy Clerk

Regular Board of Commissioners

1. c.

Meeting Date: 11/16/2015

Chief Frantz Retirement

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge letter from Police Chief Russell Frantz announcing his retirement

Attachments

Chief Frantz Retirement



Shawnee Police Department

Chief Russell Frantz

16 W 9th
Shawnee, Oklahoma 74801
Office (405) 878-1681 *Fax (405) 878-1520
E-Mail: rfrantz@shawneeok.org



FROM : Russell Frantz
Chief of Police

TO : Justin Erickson, City Manager

CC : Mayor and Commissioners

CC : Tamara Johnson, HR Director

SUBJECT : Retirement

DATE : 10 November 2015

This letter is to advise you of my upcoming retirement on 1 December 2015. The City of Shawnee has been very good to me and my family over the years. I appreciate your support and that of the Department Heads. I am grateful to have served as a Police Officer for the City of Shawnee and as its Police Chief. The employees of the City of Shawnee have been great to work with and I will miss the many friendships I have made with them.

Sincerely,

Russell Frantz, Chief
Shawnee Police Department
16 W 9th
Shawnee, OK 74801

Regular Board of Commissioners

1. d.

Meeting Date: 11/16/2015

Acknowledge Reports & Minutes

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the following reports and minutes:

- License Payment Report for October 2015
- Project Payment Report for October 2015
- Planning Commission Minutes from October 7, 2015 meeting

Attachments

License Report

Project Report

Planning Minutes

PAYMENT DATES: 10/01/2015 TO 10/31/2015

FEE CODE	DESCRIPTION		FEE	===== PAYMENT DISTRIBUTION =====				TOTAL PAID
				PENALTY	TAX	INTEREST		
ALARM	BURGLAR/FIRE ALARM LICENSE	5	125.00CR					125.00
ALARMRENEW	BURGLAR/FIRE ALARM RENEW	12	180.00CR					180.00
BOATREG	BOAT REGULAR PERMIT	7	182.00CR					182.00
ELEC1	ELECTRICAL CONTRACTOR INITIAL	1	100.00CR					100.00
ELEC2	ELECTRICAL CONTRACTOR RENEW	7	525.00CR					525.00
FISHANNUAL	FISHING ANNUAL FEE	5	75.00CR					75.00
FISHDAILY	FISHING DAILY FEE	2	6.00CR					6.00
HUNT2	MIGRATORY FOWL	1	8.00CR					8.00
IMERC	ITINERANT MERCHANT FEE	4	200.00CR					200.00
LAKEINSP	LAKE LEASE INSPECTION	2	150.00CR					150.00
LAKELEASE	LAKE LEASE	15	9,930.00CR					9,930.00
MECH1	MECHANICAL CONTRACTOR INTIAL	1	100.00CR					100.00
MECH2	MECHANICAL CONTRACTOR RENEW	5	375.00CR					375.00
PLUM2	PLUMBING CONTRACTOR RENEW	9	675.00CR					675.00
RESAL	RESIDENTIAL SALE	126	1,260.00CR					1,260.00
SIGN	SIGN HANGERS LICENSE FEE	1	75.00CR					75.00
TREE	TREE TRIMMING LICENSE FEE	1	25.00CR					25.00
TOTAL			13,991.00CR					13,991.00

11/02/2015 3:48 PM
STATUS: ALL
SEGMENT CODES: All
FEE CODES: All

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

PAGE:
PROJECTS: THRU ZZZZZZZZZZ
PAYMENT DATES: 10/01/2015 TO 10/31/
SORTED BY: PRO

** GENERAL LEDGER DISTRIBUTION **

FUND G/L ACCOUNT	ACCOUNT NAME	AMOUNT
001-2133	UBCC FEE PAYABLE	344.00CR
001-4202	BUILDING PERMITS	6,396.34CR
001-4203	PLUMBING PERMITS	1,300.00CR
001-4204	ELECTRICAL PERMITS	120.00CR
001-4205	ZONING PERMITS & APPLICATIONS	227.00CR
001-4206	HEATING & A/C PERMITS	1,070.00CR
001-4249	OTHER PERMITS	450.00CR
001-4822	OTHER MISC. REVENUE	43.00CR
501-4510	WATER TAPS	600.00CR
799-1023	BANCFIRST GENERAL	10,550.34

11/02/2015 3:48 PM
STATUS: ALL
SEGMENT CODES: All
FEE CODES: All

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

PAGE:
PROJECTS: THRU ZZZZZZZZZZ
PAYMENT DATES: 10/01/2015 TO 10/31/
SORTED BY: PRO

** SEGMENT CODE TOTALS **

SEGMENT CODE	DESCRIPTION	TOTAL PAID
B1-NEW	BUILDING CONSTRUCTION NEW	5,216.43CR
B2-ADD	BUILDING CONSTRUCTION ADD	352.48CR
B3-REMODEL	BUILDING CONSTRUCTION REM	670.18CR
B4-OTHER	BLD OLD CAPORT/SHELTER	29.50CR
B4-SHELTER	BUILDING SHELTER	177.00CR
B4-STORAGE	BUILDING STORAGE SHED	1,076.75CR
E3-REMODEL	ELECTRICAL REMODEL/REPAIR	147.00CR
M3-REMODEL	MECHANICAL REMODEL/REPAIR	1,126.50CR
P3-REMODEL	PLUMBING REMODEL	857.50CR
P4-WELL	WELL PERMIT	200.00CR
P5-SEPTIC	SEPTIC PERMIT	20.00CR
X-DEMO	DEMOLITION PERMIT	50.00CR
X-PLATREV	PLAT REVIEW PRELIM	227.00CR
X-SIGN	SIGN PERMIT	175.00CR
Z-OCCUP	OCCUPANCY PERMIT	225.00CR
TOTAL		10,550.34CR

PLANNING COMMISSION MINUTES

DATE: October 7th, 2015

The Planning Commission of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in the Commission Chambers, at City Hall, 9th and Broadway, on Wednesday, October 7th, 2015 at 1:30 p.m., pursuant to notice duly posted as prescribed by law.

AGENDA ITEM NO.1:

Roll Call

Upon roll call the following members were present:

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

Absent:

The meeting was called to order and Chairman Bergsten stated he had a request to switch item numbers four and five and asked if there were any objections. There were none.

AGENDA ITEM NO. 2:

Consideration of Approval of the minutes from the September 2nd, 2015 Planning Commission Meeting

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

Motion passed:

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

NAY:

ABSTAIN:

AGENDA ITEM NO. 3:

Citizen's Participation

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

AGENDA ITEM NO. 4:

Case #P14-15 – A public hearing for consideration of approval of a Conditional Use Permit to allow for an open-air enterprise for property located at 1101 W. 45th St., Shawnee, OK.

Applicant: Kenneth & Donna Massey

Chairman Bergsten asked for the staff report. Justin Debruin presented the staff report. Mr. Debruin mentioned the request was for a Conditional Use Permit for an open-air enterprise at 1101 W. 45th Street with a total of nineteen acres. The applicants will be selling vintage and refurbished items mostly on weekends from March to November of each year with one to two events per month and with attendance between 1000 – 1500 people at each event. Justin Debruin stated parking would be on the northern end with 600 – 750 cars at each event. Mr. Debruin mentioned a concern with the proximity to residential homes and the drive entrance to facilitate ingress and egress on site and basic traffic control and parking issues. Justin Debruin stated cars parking on the right of way would hinder sight for traffic and there is a potential for trash and debris issues and each event

would require a safety traffic control plan. Mr. Debruin informed the Commissioners that there would be no overnight camping on site per applicant. Justin Debruin stated the comprehensive plan shows this site to be more residential in nature and that staff does not recommend approval at this time for this current use and asks for a deferral to speak to the applicant more to negotiate some of the concerns. Chairman Bergsten asked if the Commissioners had any questions for Justin Debruin. Commissioner Kerbs asked if case was deferred and changed to a smaller venue, what would hinder it from growing into a larger venue in future. Mr. Debruin stated it could be tough to regulate that. Commissioner Kerbs also asked if the property was directly north of the airport runway and if so, are there any FAA restrictions to be concerned about. Justin Debruin stated he did not foresee that but could not confirm. Commissioner Kerbs also asked about using existing driveway and Mr. Debruin added that it would be a traffic concern. Commissioner Affentranger asked about the economic impact the shows would bring. Justin Debruin informed him they did not have that information yet. Vice-Chairman Cowen mentioned the negative impact that would go on the real estate property values nearby. Justin Debruin brought up the petition from residences in the area complaining of the proposal. Commissioner Kerbs discussed the vendor permits, fees and sales tax. Commissioner Kienzle stated there was not enough infrastructure to accommodate for this type of event and ruins future development surrounding the area. Commissioner Clinard mentioned the traffic hold up this would cause and did not believe this was a good area for the event. Commissioner Affentranger asked if there were any plans to make the roads going west a four lane and Justin Debruin stated there were not any. Chairman Bergsten opened the public portion of the meeting and asked if there was anyone who would like to speak against the proposal and Monica Clymer came forward. Monica stated the traffic issues and asked about where customers would use the facilities among other issues. Ben Salter came forward to state that Kickapoo and 45th Streets cannot hold that increased number of cars and also mentioned the possibility of future involvement of concerts or other similar events and asked staff to deny request. Chairman Bergsten asked if anyone else against the item would like to come forward. There were none and Chairman Bergsten asked if anyone in favor of the item would like to come forward. Kenneth Massey came forward and mentioned that he has done shows for a number of years and the booths would be similar to craft shows and would be either one day or three day shows ending earlier in evening. Mr. Massey discussed being vested at property and went over parking and traffic issues. Commissioner Kerbs mentioned the cars parked leaking onto property and pond and Commissioner Affentranger asked how realistic twelve shows were. Mr. Massey stated that may be somewhat of an overreach. Commissioner Affentranger asked if each show would have to be re-permitted and Justin Debruin stated he saw it being a special event permit if CUP was approved. Commissioner Affentranger asked if there were issues after being passed, if it could be issued another permit in future and Mr. Debruin stated he would get with City Manager's office on it. Commissioner Affentranger asked if Mr. Massey would accept being allowed four days out of the year and Mr. Massey stated it was possible but six or so would be better. Commissioner Clinard asked if the neighbor on the west side was okay with the proposal and Mr. Massey stated they accepted it. Commissioner Morton mentioned the traffic issue off 45th Street and also stated that the applicant had a good idea but would work better in a different location. Chairman Bergsten asked if there were anyone else who would like to come forward. There were none and Chairman Bergsten closed the public portion of the meeting and asked if the Commissioners had any questions or a motion. Commissioner Affentranger made a motion to defer, seconded by Commissioner Clinard.

Motion Deferred:

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

NAY:

ABSTAIN:

AGENDA ITEM NO. 5:

Presentation of the 2015 Park System Inventory & Assessment by James Bryce.

James Bryce came forward to present the 2015 Park System Inventory & Assessment for the Commissioners.

AGENDA ITEM NO. 6:

Planning Director's Report

Justin Debruin went over the Downtown Property Maintenance Code violation letters and mentioned that there were four or five properties that would be receiving letters. Mr. Debruin informed the Commissioners that there would also be courtesy letters and Mr. Debruin mentioned that the Shawnee Historic Alliance would be turning in a comprehensive list of the top five properties that need letters mailed out to them. Vice-Chairman Cowen asked if any of the remodels going on right now are because of the letters and Justin Debruin informed him that a couple have started because of the Code but not from receiving a letter. Mr. Debruin discussed the Parks Assessment presented by James Bryce.

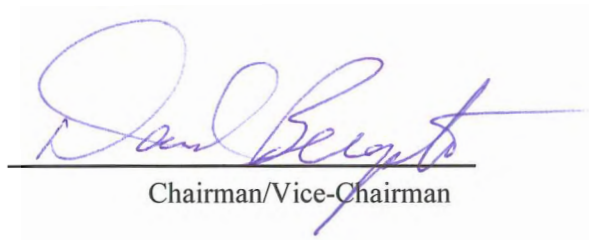
AGENDA ITEM NO. 7:

Commissioners' Comments and/or New Business

AGENDA ITEM NO. 8:

Adjournment

Meeting was adjourned.



Chairman/Vice-Chairman

Cheyenne Lincoln
Planning Commission Secretary

Regular Board of Commissioners

1. e.

Meeting Date: 11/16/2015

Lake Lease Renewal

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Lake Lease Renewals:

RENEWALS:

- Lot 5 Hart Tract, 16205 Hart Rd.

Lessees: Daren and Valerie Boyne

- Lot 12 Eckel Tract, 15105 Eckel Rd.

Lessee: Peggy Downey

- Lot 13 Eckel Tract, 15101 Eckel Rd.

Lessees: George and Carrie Heckert

- Lot 6 Eckel Tract, 15305 Eckel Rd.

Lessees: Patrick and Judith Henderson

- Lot 5 Eckel Tract, 15309 Eckel Rd.

Lessee: Bruce Outland

- Lot 9 Eckel Tract, 15201 Eckel Rd.

Lessees: Michael Violett and Kristin Pfenninger

- Lot 10 Hart Tract, 16309 Hart Rd.

Lessees: Steve and Sheila Walker

Attachments

[Lake Renewal Boyne](#)

[Lake Renewal Downey](#)

[Lake Renewal Heckert](#)

[Lake Renewal Henderson](#)

[Lake Renewal Outland](#)

[Lake Renewal Violett](#)

[Lake Renewal Walker](#)



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

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

Date	11/03/2015	License No. #018227
Type	☒ Renewal ☐ Transfer (Fee: \$1,000)	
Commission Meeting Date	NOVEMBER 16 TH , 2015	
Property Address	16205 HART RD.	
Lake Site Location	LOT 5 HART TRACT	
Lease Dates	12/08/2014– 12/07/2044	
Lease Fee (changes annually)	\$649.00	
Inspection Fee	\$75.00 Applicable: ☐ Yes ☒ No	
Lessee (Transfer To)		
Name(s)	DAREN & VALERIE BOYNE	
Address	2211 S. POTTAWATOMIE RD. HARRAH, OK 73045	
Phone		
Current Lessee (Transfer From) (if applicable)		
Name(s)		
Address		
Phone		
Inspection Information		
Inspection Required	☐ Yes ☒ No	
DEQ Report on File	☒ Yes ☐ No	
Type of Septic System	☒ Conventional ☐ Aerobic	
Last Inspected/Pumped	01/10/2013	
Misc. Comments		
Total Charges Paid: \$649.00		

PLEASE READ CAREFULLY

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

**CABIN SITE LEASE
LEASE# 018227**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

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

DAREN BOYNE
of 2211 S POTTAWATOMIE RD HARRAH OK 73045 ,
VALERIE BOYNE
of 2211 S POTTAWATOMIE RD HARRAH OK 73045,
PARTY OF THE SECOND PART.

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

**16205 HART RD
LOT 5 HART TRACT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

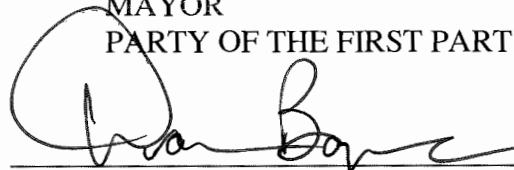
It is understood by the parties hereto that a failure to comply with the terms of said Cabin Site Lease shall constitute a misdemeanor and any person, firm, or corporation convicted of such violation shall be punished by a fine not exceeding five hundred dollars (\$500.00) plus costs, or imprisonment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

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

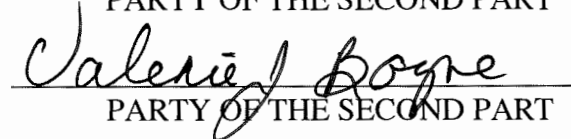
CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: _____

MAYOR
PARTY OF THE FIRST PART



PARTY OF THE SECOND PART



PARTY OF THE SECOND PART

ATTEST:

CITY CLERK



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

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

Date	11/03/2015	License No. #009806
Type	☒ Renewal ☐ Transfer (Fee: \$1,000)	
Commission Meeting Date	NOVEMBER 16 TH , 2015	
Property Address	15105 ECKEL RD.	
Lake Site Location	LOT 12 ECKEL TRACT	
Lease Dates	07/19/2013 – 07/18/2043	
Lease Fee (changes annually)	\$637.00	
Inspection Fee	\$75.00 Applicable: ☒ Yes ☐ No	
Lessee (Transfer To)		
Name(s)	PEGGY DOWNEY	
Address	PO BOX 3068 SHAWNEE, OK 74802	
Phone		
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)		
Address		
Phone		
Inspection Information		
Inspection Required	☒ Yes ☐ No	
DEQ Report on File	☒ Yes ☐ No	
Type of Septic System	☒ Conventional ☐ Aerobic	
Last Inspected/Pumped	07/25/2013	
Misc. Comments		
Total Charges Paid: \$712.00		

PLEASE READ CAREFULLY

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

**CABIN SITE LEASE
LEASE# 009806**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of July 18th, 2013 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

PEGGY DOWNEY
of PO BOX 3068 SHAWNEE OK 74802-3068 ,

of,
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of \$ 637.00 dollars for 2013, does hereby acknowledge receipt of the applicable rental fee, and other good and valuable considerations, does by these presents demise, lease and let unto the second party the following described real estate situated on, and a part of the site, owned by the first party as a City Reservoir and known as Shawnee Twin Lake No. 1, in the County of Pottawatomie State of Oklahoma, to-wit:

**15105 ECKEL RD
LOT 12 ECKEL TRACT**

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

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

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

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

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

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

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

DECEASED
PARTY OF THE SECOND PART

Peggy Bowney
PARTY OF THE SECOND PART



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

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

Date	11/03/2015	License No. #013943
Type	☒ Renewal ☐ Transfer (Fee: \$1,000)	
Commission Meeting Date	NOVEMBER 16 TH , 2015	
Property Address	15101 ECKEL RD.	
Lake Site Location	LOT 13 ECKEL TRACT	
Lease Dates	12/04/2012 – 12/03/2042	
Lease Fee (changes annually)	\$624.00	
Inspection Fee	\$75.00 Applicable: ☒ Yes ☐ No	
Lessee (Transfer To)		
Name(s)	GEORGE & CARRIE HECKERT	
Address	8005 NW 27 TH BETHANY, OK 73008	
Phone		
Current Lessee (Transfer From) (if applicable)		
Name(s)		
Address		
Phone		
Inspection Information		
Inspection Required	☒ Yes ☐ No	
DEQ Report on File	☒ Yes ☐ No	
Type of Septic System	☒ Conventional ☐ Aerobic	
Last Inspected/Pumped	11/19/2014	
Misc. Comments		
Total Charges Paid: \$699.00		

PLEASE READ CAREFULLY

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

**CABIN SITE LEASE
LEASE# 013943**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

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

GEORGE HECKERT
of 8005 NW 27TH BETHANY OK 73008 ,
CARRIE HECKERT
of 8005 NW 27TH BETHANY OK 73008,
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:

**15101 ECKEL RD
LOT 13 ECKEL TRACT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

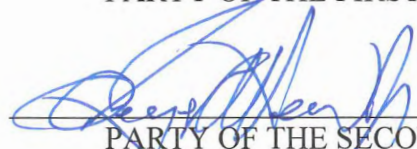
IN WITNESS WHEREOF, party of the first part has caused its name to be affixed hereto by the Mayor of the City of Shawnee, Oklahoma, and attested by the City Clerk, and the party of the second part hereunto affixed his/her name the day and year first above written.

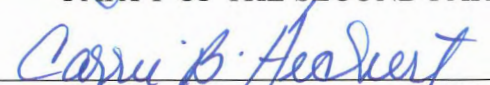
CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: _____
MAYOR
PARTY OF THE FIRST PART

ATTEST:

CITY CLERK



PARTY OF THE SECOND PART


PARTY OF THE SECOND PART



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

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

Date	11/03/2015	License No. #010467
Type	☒ Renewal ☐ Transfer (Fee: \$1,000)	
Commission Meeting Date	NOVEMBER 16 TH , 2015	
Property Address	15305 ECKEL RD.	
Lake Site Location	LOT 6 ECKEL TRACT	
Lease Dates	10/11/2012 – 10/10/2042	
Lease Fee (changes annually)	\$624.00	
Inspection Fee	\$75.00 Applicable: ☒ Yes ☐ No	
Lessee (Transfer To)		
Name(s)	PATRICK & JUDITH HENDERSON	
Address	7501 NW 38 TH BETHANY, OK 73008	
Phone		
Current Lessee (Transfer From) (if applicable)		
Name(s)		
Address		
Phone		
Inspection Information		
Inspection Required	☒ Yes ☐ No	
DEQ Report on File	☒ Yes ☐ No	
Type of Septic System	☒ Conventional ☐ Aerobic	
Last Inspected/Pumped	09/14/2012	
Misc. Comments		
Total Charges Paid: \$699.00		

PLEASE READ CAREFULLY

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

**CABIN SITE LEASE
LEASE# 010467**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of October 10, 2012 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

PATRICK HENDERSON
of 7501 NW 38TH BETHANY OK 73008 ,
JUDITH HENDERSON
of 7501 NW 38TH BETHANY OK 73008,
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:

**15305 ECKEL RD
LOT 6 ECKEL TRACT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

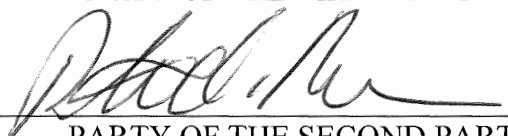
CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: _____

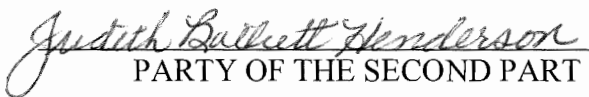
MAYOR
PARTY OF THE FIRST PART

ATTEST:

CITY CLERK



PARTY OF THE SECOND PART



PARTY OF THE SECOND PART



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

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

Date	11/03/2015	License No. #010698
Type	☒ Renewal ☐ Transfer (Fee: \$1,000)	
Commission Meeting Date	NOVEMBER 16 TH , 2015	
Property Address	15309 ECKEL RD.	
Lake Site Location	LOT 5 ECKEL TRACT	
Lease Dates	11/03/2012 – 11/02/2042	
Lease Fee (changes annually)	\$624.00	
Inspection Fee	\$75.00 Applicable: ☒ Yes ☐ No	
Lessee (Transfer To)		
Name(s)	BRUCE OUTLAND	
Address	PO BOX 233 SHAWNEE, OK 74802	
Phone		
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)		
Address		
Phone		
Inspection Information		
Inspection Required	☒ Yes ☐ No	
DEQ Report on File	☒ Yes ☐ No	
Type of Septic System	☒ Conventional ☐ Aerobic	
Last Inspected/Pumped	10/10/2012	
Misc. Comments		
Total Charges Paid: \$699.00		

PLEASE READ CAREFULLY

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

**CABIN SITE LEASE
LEASE# 010698**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of November 2, 2012 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

BRUCE OUTLAND
of PO BOX 233 SHAWNEE OK 74802-0233 ,
PARTY OF THE SECOND PART.

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

**15309 ECKEL RD
LOT 5 ECKEL TRACT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

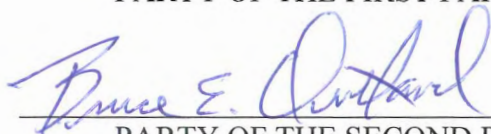
BY: _____

MAYOR

PARTY OF THE FIRST PART

ATTEST:

CITY CLERK



PARTY OF THE SECOND PART

PARTY OF THE SECOND PART



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

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

Date	11/03/2015	License No. #016975
Type	☒ Renewal ☐ Transfer (Fee: \$1,000)	
Commission Meeting Date	NOVEMBER 16 TH , 2015	
Property Address	15201 ECKEL RD.	
Lake Site Location	LOT 9 ECKEL TRACT	
Lease Dates	07/21/2014 – 07/20/2044	
Lease Fee (changes annually)	\$649.00	
Inspection Fee	\$75.00 Applicable: ☐ Yes ☒ No	
Lessee (Transfer To)		
Name(s)	MICHAEL VIOLETT & KRISTIN PFENNINGER	
Address	7200 NW 111 TH ST. OKLAHOMA CITY, OK 73162	
Phone		
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)		
Address		
Phone		
Inspection Information		
Inspection Required	☐ Yes ☒ No	
DEQ Report on File	☒ Yes ☐ No	
Type of Septic System	☒ Conventional ☐ Aerobic	
Last Inspected/Pumped	11/03/2012	
Misc. Comments		
Total Charges Paid: \$649.00		

PLEASE READ CAREFULLY

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

**CABIN SITE LEASE
LEASE# 016975**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of July 20th, 2015 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

MICHAEL VIOLETT
of 7200 NW 111TH ST OKC OK 73162 ,
KRISTIN PFENNINGER
of 4808 NW 159TH ST EDMOND OK 73013,
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:

**15201 ECKEL RD
LOT 9 ECKEL TRACT**

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

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

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

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

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

Michael D. Violet
PARTY OF THE SECOND PART

Kristin Pennington
PARTY OF THE SECOND PART



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

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

Date	11/03/2015	License No. #012145
Type	☒ Renewal ☐ Transfer (Fee: \$1,000)	
Commission Meeting Date	NOVEMBER 16 TH , 2015	
Property Address	16309 HART RD.	
Lake Site Location	LOT 10 HART TRACT	
Lease Dates	10/16/2012– 10/15/2042	
Lease Fee (changes annually)	\$624.00	
Inspection Fee	\$75.00 Applicable: ☐ Yes ☒ No	
Lessee (Transfer To)		
Name(s)	STEVE & SHEILA WALKER	
Address	16315 HART RD. SHAWNEE, OK 74801	
Phone		
Current Lessee (Transfer From) (if applicable)		
Name(s)		
Address		
Phone		
Inspection Information		
Inspection Required	☐ Yes ☒ No	
DEQ Report on File	☒ Yes ☐ No	
Type of Septic System	☐ Conventional ☐ Aerobic	
Last Inspected/Pumped	NONE – VACANT LOT	
Misc. Comments		
Total Charges Paid: \$624.00		

PLEASE READ CAREFULLY

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

**CABIN SITE LEASE
LEASE# 012145**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of October 15th, 2012 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

STEVE WALKER
of 16315 HART RD SHAWNEE OK 74801 ,
SHEILA WALKER
of 16315 HART RD SHAWNEE OK 74801,
PARTY OF THE SECOND PART.

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

**16309 HART RD
LOT 10 HART TRACT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

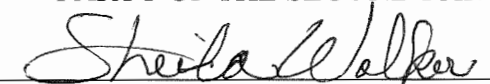
CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: _____
MAYOR
PARTY OF THE FIRST PART

ATTEST:

CITY CLERK


PARTY OF THE SECOND PART


PARTY OF THE SECOND PART

Regular Board of Commissioners

1. f.

Meeting Date: 11/16/2015

Jackson Retirement

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge Oklahoma Municipal Retirement Fund normal Retirement for Michael Jackson.

Regular Board of Commissioners

1. g.

Meeting Date: 11/16/2015

Mayor's Appointments

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Mayor's appointments:

Shawnee Hospital Authority

Mark Finley 2nd Full Term Expires 12/31/2021
Reappointment

Kathleen Laster 2nd Full Term Expires 12/31/2021
Reappointment

Stephen Trotter 2nd Full Term Expires: 12/31/2021
Reappointment

Attachments

Hos. Auth. App.

Hos. Auth. Bio

October 29, 2015



3903 N. Harrison
Shawnee, OK 74804

✦
(405) 273-4055
www.avedisfoundation.org

Wes Mainord, Mayor
City of Shawnee
PO Box 1448
Shawnee, OK 74802-1448

Dear Mayor Mainord:

Shawnee Hospital Authority would like to submit the following nominations to the Shawnee City Commission for approval.

Trustee nominations to serve new six-year terms expiring 2021 are:

Mark Finley
Kathleen Laster
Stephen Trotter

Our records indicate the following to be a current list of Trustees once the above are approved by the City Commission:

<u>Term Expires</u>	<u>Name</u>
2016	John Robinson, M.D. Charles Skillings Mike Warwick
2017	Michelle Briggs J. Michael Adcock
2019	Abbot Lawrence Stasyszen Sudhir Gupta, M.D.
2021	Mark Finley Kathleen Laster, Ph.D. Stephen Trotter, M.D.

We're here for
you.

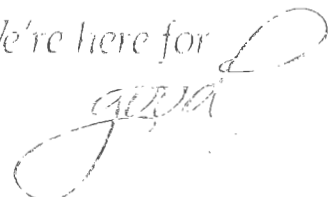
Please notify us of the City Commission's approval.

Sincerely,

A handwritten signature in black ink that reads "Michelle Briggs". The script is fluid and cursive.

Michelle Briggs
President/CEO

Cc: City Manager

We're here for 

SHAWNEE HOSPITAL AUTHORITY

The Shawnee Hospital Authority, a public trust, was created on January 3, 1966, by Ordinance No. 280NS, and amended by Ordinance No. 808NS, date November 15, 1976, and consists of (10) members, known as Trustees, appointed for a 6-year term or to fulfill the unexpired term should a vacancy occur. Should a vacancy occur in the office of Trustee, the remaining Trustees recommend a successor to the Mayor and Board of City Commissioners who approve the appointment. The Shawnee Hospital Authority meets the fourth Monday of the odd numbered months at 6:30 P.M. in the conference room of Shawnee Medical Center Hospital. Trustees have total responsibility for transacting all of the Authority's business. The City of Shawnee has no authority, power, or right to do or transact any business for, or in behalf of, or binding upon the Trustees, nor the right to control or direct the actions of the Trustees.

The purpose of the Trust is to plan, establish, develop, construct, enlarge, remodel, improve, make alterations, extend, maintain, equip, operate, lease, furnish and regulate hospitals, clinics, public health centers, general tuberculosis, chronic diseases, and other types of hospitals and related facilities such as laboratories, out-patient departments, nurses' homes, and training facilities operated in connection with hospitals which are or shall be of public use.

Regular Board of Commissioners

1. h.

Meeting Date: 11/16/2015

WC - Moody

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge Workers Compensation Settlement – Lisa Moody

Attachments

WC - Moody

Mayor
WES MAINORD



The City of Shawnee

PO Box 1448
Shawnee Oklahoma 74802-1448
(405) 273-1250 Fax (405) 878-1581

www.ShawneeOK.org

Commissioners

WARD 1- VACANT
WARD 2- LINDA AGEE
WARD 3- JAMES HARROD
WARD 4- KEITH HALL
WARD 5- LESA SHAW
WARD 6- MICHAEL DYKSTRA

From: Terry Cook

Worker's Compensation: Summary Information

Date:	11/10/15
Employee Name:	Lisa Moody
Date of Hire:	4/26/1984
Injury Date:	1/09/2014
Position Held at Time of Injury:	Accounting Clerk
Type of Injury:	Right Ankle
Amount of Order:	\$16,500.00 - \$50.85 TTD Overpayment
Type of Payment:	Court Ordered Compromised Settlement
Recommendation:	I recommend we accept this offer because the employee agreed to this settlement in the form of a Compromised Settlement. This will close the case for good on her injuries and all others known or unknown with no possibility of future medical.
Respondent Payments:	\$ 140.00 \$ 53.25 Safety Fund Tax (.75%) \$ 142.00 Workers' Compensation Administration Fund Fee (2%)

Regular Board of Commissioners

1. i.

Meeting Date: 11/16/2015

WC - Dennie

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge Workers Compensation Settlement – Rhonda Dennie

Attachments

WC - Dennie

Mayor
WES MAINORD



The City of Shawnee

PO Box 1448
Shawnee Oklahoma 74802-1448
(405) 273-1250 Fax (405) 878-1581

www.ShawneeOK.org

Commissioners

WARD 1- VACANT
WARD 2- LINDA AGEE
WARD 3- JAMES HARROD
WARD 4- KEITH HALL
WARD 5- LESA SHAW
WARD 6- MICHAEL DYKSTRA

From: Terry Cook

Worker's Compensation: Summary Information

Date:	11/02/2015
Employee Name:	Rhonda Dennie
Date of Hire:	5/06/2004
Injury Date:	1/09/2014
Position Held at Time of Injury:	Accountant
Type of Injury:	Multiple Body Parts
Amount of Order:	\$50,000.00
Type of Payment:	Court Ordered Compromised Advance Settlement plus MSA
Recommendation:	I recommend we accept this offer because the employee agreed to this settlement in the form of a Compromised Settlement. This will close the case for good on her injuries and all others known or unknown with no possibility of future medical.
Respondent Payments:	\$ 140.00 \$ 375.00 Safety Fund Tax (.75%) \$ 1,000.00 Workers' Compensation Administration Fund Fee (2%)

Regular Board of Commissioners

1. j.

Meeting Date: 11/16/2015

Budget Amendment Library

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Budget Amendment – Fund 701

To move money from capital to the Library Fund to replace A/C units that were not budgeted for.

Attachments

Budget Amd Library Memo

Budget Amd Library

Mayor
WES MAINORD



The City of Shawnee
Office of the Director of Operations

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

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

Date: November 9, 2015

To: Mayor and City Commissioners

From: James Bryce, Director of Operations

RE: Budget transfer for Library Heat pump units

Nature of the Request:

Transfer of funds to replace three heat pump units at the library.

Staff Analysis, Considerations:

Currently there is a 2 ton water source heat pump in the literacy area that has a bad compressor and two 5 ton water source heat pumps, one in the Adult nonfiction area that has a bad compressor and one on the south side of the staff area that has a leak inside the coil area where it cannot be fixed. These units were installed in the late 80's when the library building was built. Staff feels that replacing the units with new and more energy efficient ones would better serve the library. Due to a tight budget year, no new units were in the budget. Staff has looked at the budget and found where funds could be transferred from to cover the costs.

Recommendation:

It is staff's recommendation for the funds to be transferred so staff can replace the units.

Budget Consideration:

Project is funded out of the Capital Outlay budget.

Estimates:

Air Force 1 A/C & Heating	\$16,550.00
Sparks Heat & Air	\$16,775.00

Please see budget transfer for details

November 16, 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
701	5-110-5450			Capital	-	16,550.00	16,550.00
				Total	-	16,550.00	16,550.00

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
301	5-1120-5450			CAPITAL IMPROVEMENTS	615,000.00	10,000.00	605,000.00
301	5-1130-5420			CAPITAL IMPROVEMENTS	10,000.00	5,000.00	5,000.00
301	5-1120-5420			CAPITAL IMPROVEMENTS	605,000.00	1,550.00	603,450.00
					-	-	-
					1,230,000.00	16,550.00	1,246,550.00

Approved by the City Commission this

Explanation of Budget Amendment:

To move money from capital to the library fund

to replace a/c units that werent budgeted for

Approved:

Mayor

Attest:

City Clerk

Posted By _____ Date _____ BA# _____ Pkt.# _____

Regular Board of Commissioners

3.

Meeting Date: 11/16/2015

Employee of Month

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Presentation by City Manager to Employee of the Month, Jeffrey Pack, Water Distribution.

Regular Board of Commissioners

4.

Meeting Date: 11/16/2015

Res. Chief Frantz

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider a resolution of appreciation to Russel Frantz for over 30 years of service to the City of Shawnee and presentation to Russell Frantz.

Attachments

Res. Retirement Frantz

RESOLUTION NO. 6502

A RESOLUTION EXPRESSING APPRECIATION TO RUSSELL “RUSS” FRANTZ FOR OVER 30 YEARS OF LOYAL SERVICE TO THE CITY OF SHAWNEE, OKLAHOMA; DIRECTING THAT SAID RESOLUTION BE INCLUDED IN THE OFFICIAL RECORDS OF THE CITY OF SHAWNEE, OKLAHOMA; AND AUTHORIZING A COPY BE PRESENTED TO RUSSELL FRANTZ.

WHEREAS, February 9, 1987, was a significant day in the City of Shawnee, for the reason that Russell “Russ” Frantz commenced his employment with the City as a Shawnee Police Officer. Prior to that, he worked part-time as Municipal Bailiff/Marshal for Judge Robert Jones beginning on October 15, 1985. During his career, Russ achieved the rank of Senior Police Office in 1992, Corporal in 1996, Sergeant in 2001, Lieutenant in 2005 and appointed Police Chief in 2008. Russell Frantz has elected to retire effective December 1, 2015.

WHEREAS, Russell Frantz has demonstrated his ability to meet the challenges given him with dedication and loyalty throughout the years; and

WHEREAS, it is both fitting and proper for the City of Shawnee to recognize Russell Frantz for his many contributions to the City.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA that they hereby express to Russell Frantz their appreciation for his many years of service to the City and its inhabitants.

BE IT FURTHER RESOLVED that this resolution be included in the official records of the City of Shawnee, Oklahoma and that a copy hereof be presented to Russ with best wishes for many future years of happiness.

PASSED AND APPROVED THIS 16th day of November, 2015

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Regular Board of Commissioners

5.

Meeting Date: 11/16/2015

Res. Jackson

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider a resolution of appreciation to Michael Jackson for over 27 years of service to the City of Shawnee and presentation to Michael Jackson.

Attachments

Res. Retirement Jackson

RESOLUTION NO. 6503

A RESOLUTION EXPRESSING APPRECIATION TO MICHAEL “MIKE” JACKSON FOR OVER 27 YEARS OF LOYAL SERVICE TO THE CITY OF SHAWNEE, OKLAHOMA; DIRECTING THAT SAID RESOLUTION BE INCLUDED IN THE OFFICIAL RECORDS OF THE CITY OF SHAWNEE, OKLAHOMA; AND AUTHORIZING A COPY BE PRESENTED TO MICHAEL JACKSON.

WHEREAS, February 1, 1988, was a significant day in the City of Shawnee, for the reason that Mike Jackson commenced his employment with the City at the Heart of Oklahoma Exposition Center. During his career, Mike was promoted to Supervisor in 1990, Grounds Superintendent in August 2007 and Operations Manager in November 2007. Mike has elected to retire effective November 30, 2015.

WHEREAS, Mike Jackson has demonstrated his ability to meet the challenges given him with dedication and loyalty throughout the years; and

WHEREAS, it is both fitting and proper for the City of Shawnee to recognize Mike Jackson for his many contributions to the City.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA that they hereby express to Mike Jackson their appreciation for his many years of service to the City and its inhabitants.

BE IT FURTHER RESOLVED that this resolution be included in the official records of the City of Shawnee, Oklahoma and that a copy hereof be presented to Mike with best wishes for many future years of happiness.

PASSED AND APPROVED THIS 16th day of November, 2015.

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Regular Board of Commissioners

6.

Meeting Date: 11/16/2015

OMRF Wilson

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider Oklahoma Municipal Retirement Fund lump sum payment from Defined Benefit Plan for James Wilson.

Regular Board of Commissioners

7.

Meeting Date: 11/16/2015

Prel Plat The Garage Restaurant

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of approval of a Preliminary Plat for The Garage Restaurant located at 190 Mall Drive, Shawnee, OK. Case #S12-15 Applicant: Muhammad Khan, P.E.

Attachments

S12-15 Prel Plat

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: Muhammad Khan, P.E.
FOR: Preliminary Plat for The Garage Restaurant
LOCATION: 190 Mall Drive, Shawnee, OK
PROJECT# 151021 CASE# S12-15

PLANNING COMMISSION MEETING DATE: November 4th, 2015

PLANNING COMMISSION RECOMMENDATION: Approval w/ following conditions:

1. Final construction documents must be approved by the City Engineer concurrent with Final Plat approval.
2. Landscape Plans will be required concurrent with Final Plat approval.
3. Utility Easement with the purpose to provide site access shall be extended east to incorporate all private lines shown on plat.
4. All other applicable City standards apply.

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 6

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

RESPECTFULLY SUBMITTED,

Cheyenne Lincoln

SECRETARY, PLANNING COMMISSION

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____



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

STAFF REPORT
Preliminary Plat
Case #S12 -15

TO: Shawnee Planning Commission

AGENDA: November 4, 2015

RE: The Garage at Shawnee Mall, Preliminary Plat

PROPOSAL

The applicant, Muhammad Khan, P.E., is requesting Preliminary Plat approval for one (1) lot on a 0.71 acre property to facilitate development of a restaurant site. The property is generally located on Shawnee Mall Drive, west of Walmart, south of Buffalo Wild Wings. A rezone was completed to convert site zoning from CP (Shopping Center) to C-3 (Highway Commercial) on September 8, 2015.

GENERAL INFORMATION

Applicant	Muhammad Khan, P.E.
Owner(s)	Shawnee Mall Owner, LLC
Site Location/Address	Shawnee Mall Drive west of N. Union Ave.
Current Site Zoning	C-3 (Highway Commercial)
Parcel Size	0.71 Acres
Proposed Use	Restaurant
Comprehensive Plan Designation	Commercial
Existing Land Use	Parking Lot
Surrounding Zoning	CP (Shopping Center)

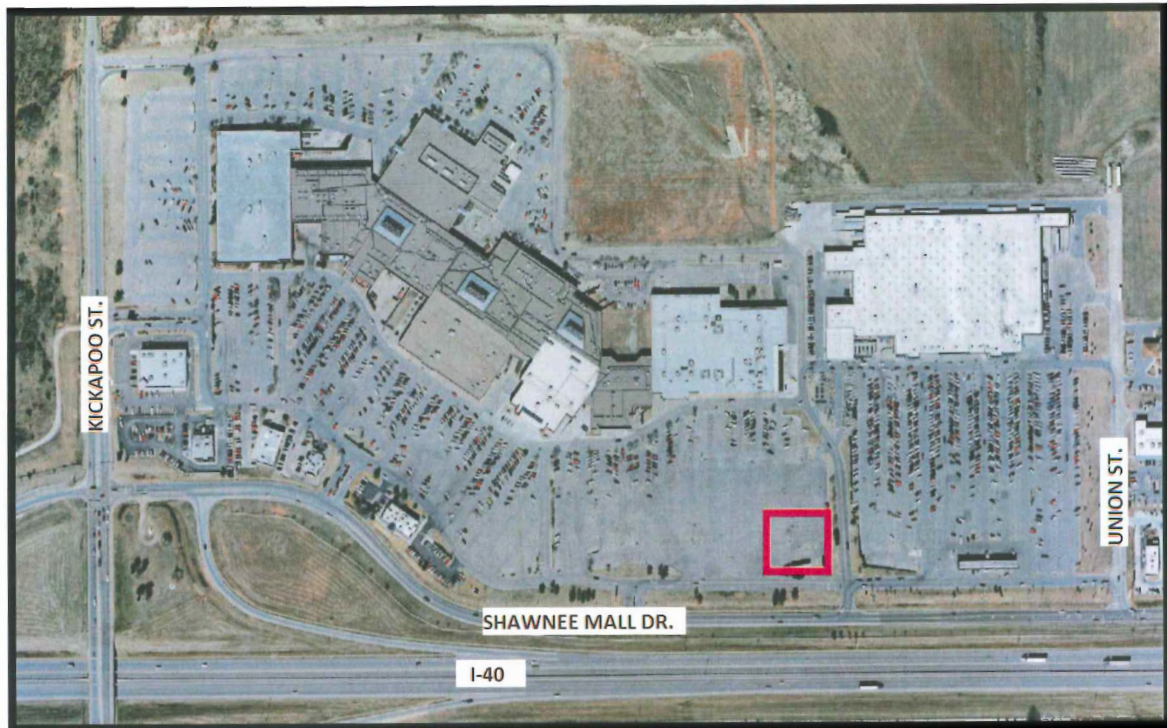


Figure 1: Aerial view of site – approximate total area outlined in red.

STAFF REVIEW AND ANALYSIS

Staff has reviewed the preliminary plat request and finds that the plat meets City requirements. As proposed, the subject lot will abut upon a private street network (Table 22-15.4.1, Zoning Code), similar to the neighboring Panda Express to the east.

The Garage at Shawnee Mall is a plat created with the intent to produce a 5,000 square-foot sit-down restaurant. The site is properly zoned and the use is consistent with the Shawnee Comprehensive Plan designation (Figure 3) and similar uses in the immediate area. With the continued collaboration between the Shawnee Mall and new ownership of the subject site, cross-access agreements and proper easements have been represented on the Plat.

With respect to utilities, public water and sewer will be extended through proper easements to satisfy City requirements. However, there will be a need to have a further easement in place for storm sewer, water line, and sewer lines as they extend to the property.

Regarding the technical aspects of the submitted plat, the City Engineer has reviewed the submitted plans and has no objection to approval of the preliminary plat, provided any conditions recommended below are adopted.

STAFF RECOMMENDATION

The technical aspects of the Preliminary Plat have been reviewed by the City Engineer and other appropriate staff. Staff does recommend approval of the Preliminary Plat, with the following conditions:

1. Final construction documents must be approved by the City Engineer concurrent with Final Plat approval.
2. Landscape Plans will be required concurrent with Final Plat approval.
3. Utility Easement with the purpose to provide site access shall be extended east to incorporate all private lines shown on plat.
4. All other applicable City standards apply.

Attachments

1. Figure 1: Aerial view of site
2. Figure 2: Zoning Map
3. Figure 3: Future Comprehensive Plan Map
4. Exhibit 1: Preliminary Plat

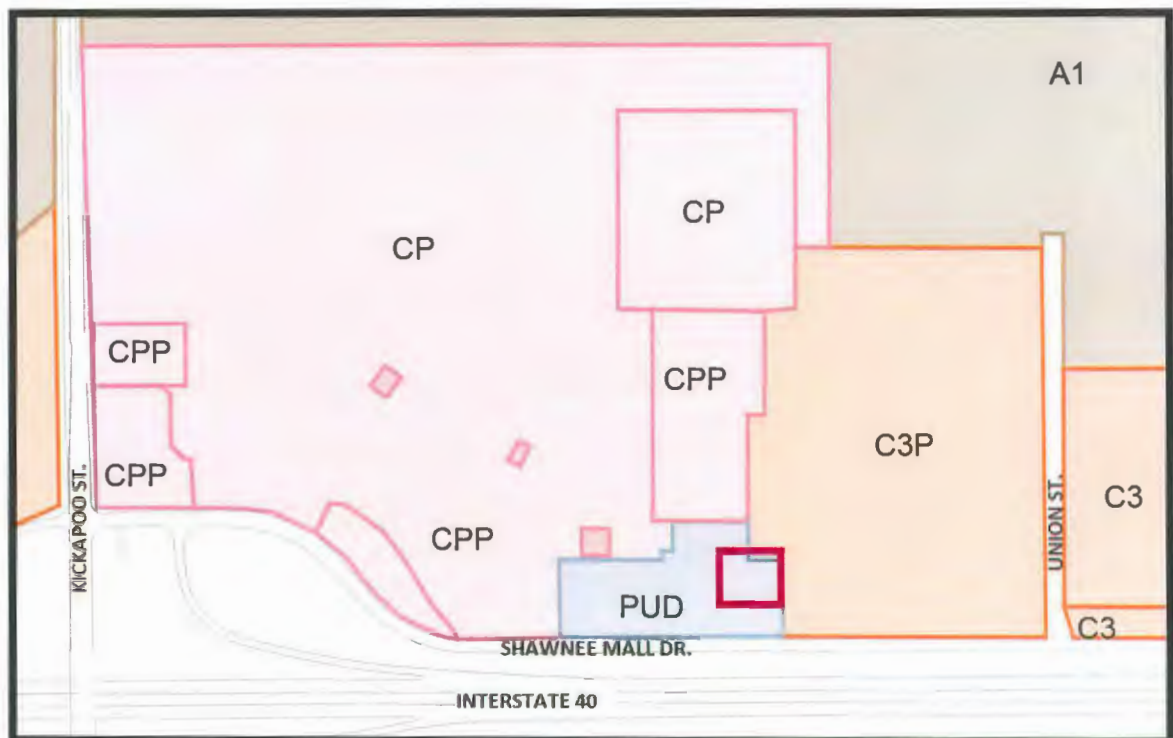


Figure 2: Zoning Map of site – approximate total area outlined in red.

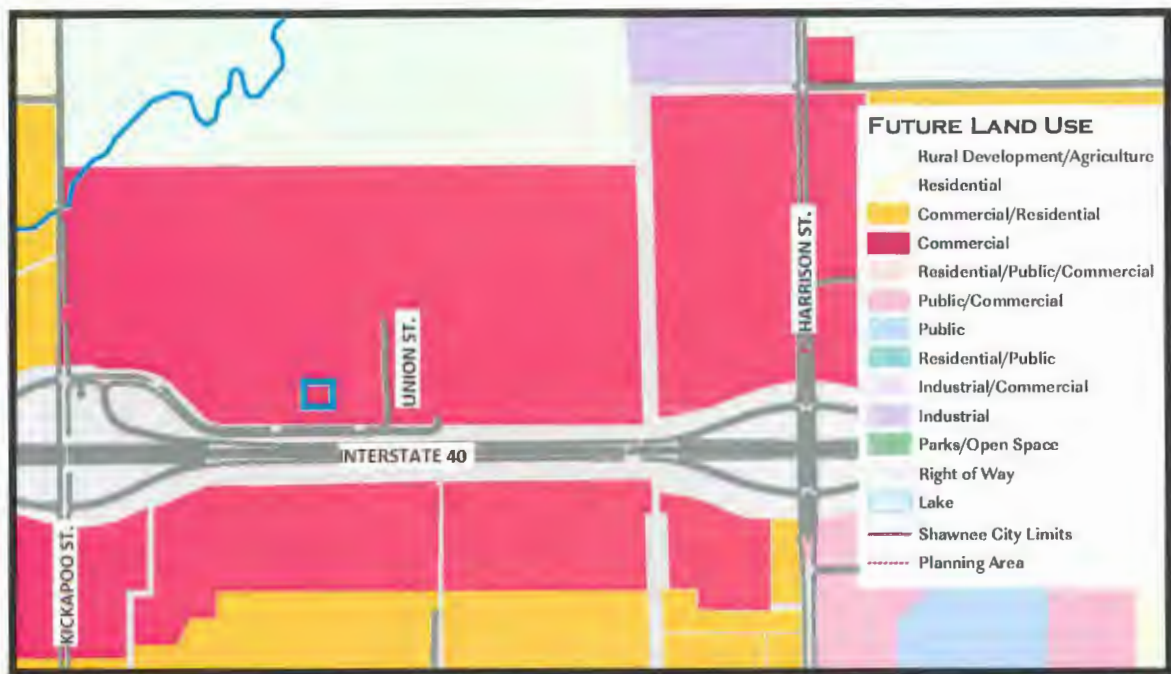


Figure 3: Future Comprehensive Plan Map – approximate total area outlined in blue.

PRELIMINARY PLAT APPLICATION FOR THE CITY OF SHAWNEE

Please provide a submittal letter, 6-24 X 36 maps, 1-8 1/2 x 14 map, 1 electronic map and filing fees upon submitting this application. Please call 878-1616 with any questions.

APPLICANT MUHAMMAD KHAN, P.E.

APPLICANT ADDRESS 815 W. MAIN, OKLAHOMA CITY, OK 73106

APPLICANT PHONE NUMBERS 405-232-7715

EMAIL ADDRESS muhammad.khan@smcokc.com

NAME OF PLAT THE GARAGE AT SHAWNEE MALL

LOCATION SHAWNEE MALL, SHAWNEE MALL DRIVE, SHAWNEE

NUMBER OF ACRES 0.7056 NUMBER OF LOTS ONE

FOR 2 ACRE LOTS OR GREATER DEVELOPMENTS: FEE: \$225.00

PLUS **\$3.00** PER LOT UP TO FIFTY (50) LOTS NUMBER OF LOTS

PLUS **\$1.00** PER LOTS OVER FIFTY (50) LOTS NUMBER OF LOTS

TOTAL COST

FOR LESS THAN 2 ACRE LOTS: FEE: \$225.00

PLUS **\$2.00** PER LOT UP TO FIFTY (50) LOTS NUMBER OF LOTS 1 \$2.00

PLUS **\$1.00** PER LOTS OVER FIFTY (50) LOTS NUMBER OF LOTS XX

TOTAL COST \$227.00

OWNER/DEVELOPER INFORMATION:

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

ADDRESS 4901 NORTH KICKAPOO STREET, SUITE 5000, SHAWNEE, OK 74074

CONTACT NUMBERS 405-275-7253, EXT. 102

EMAIL ADDRESS skingrey@streetmac.net

PROJECT ENGINEER INFORMATION:

NAME MUHAMMAD KHAN, P.E., SMC CONSULTING ENGINEERS, P.C.

ADDRESS 815 W. MAIN, OKLAHOMA CITY, OK 73106

CONTACT NUMBERS 405-232-7715

EMAIL ADDRESS muhammad.khan@smcokc.com

FOR STAFF USE ONLY

PROJECT NUMBER: 131021 CASE NUMBER: 512-15

DATE: 10-7-13 AMOUNT PAID: \$227.00 RECEIPT NO. 01801127

Regular Board of Commissioners

8.

Meeting Date: 11/16/2015

November Sales Tax 2015

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge Sales Tax Report received November 2015.

Attachments

Nov. Sales Tax 2015

City of Shawnee Memorandum



To: Mayor and City Commissioners

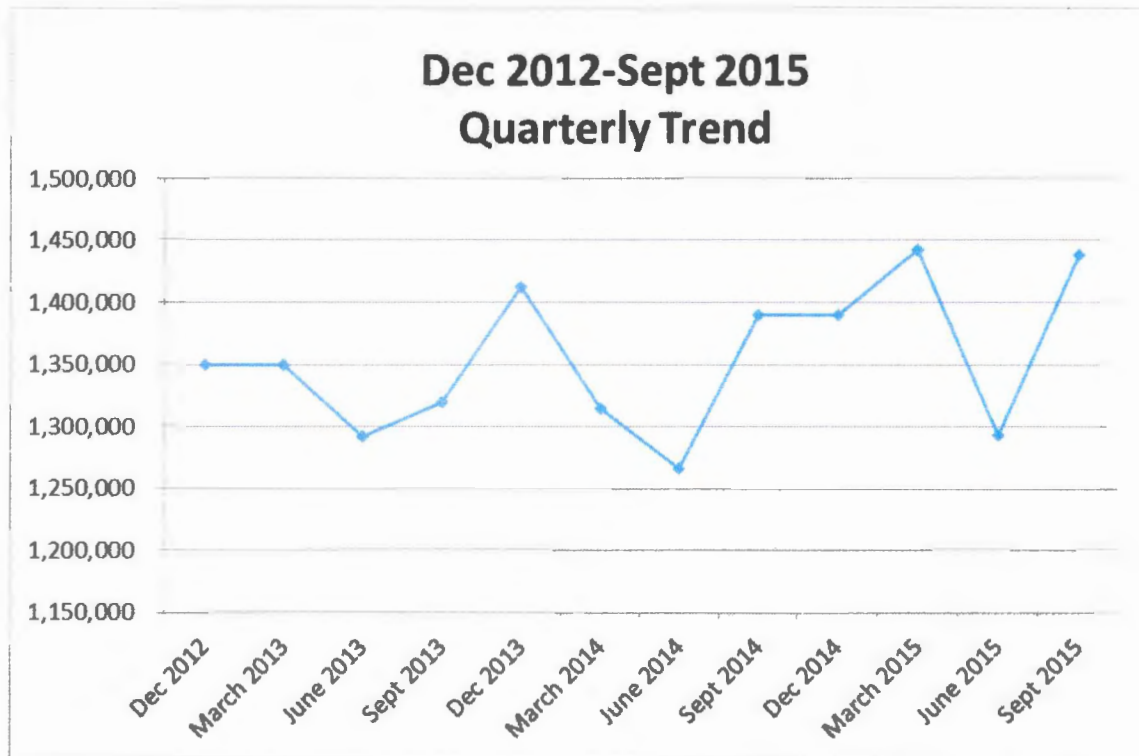
CC: Justin Erickson, City Manager

From: Cynthia R Sementelli, Finance Director

A handwritten signature in purple ink, likely belonging to Cynthia R Sementelli, is placed next to her name.

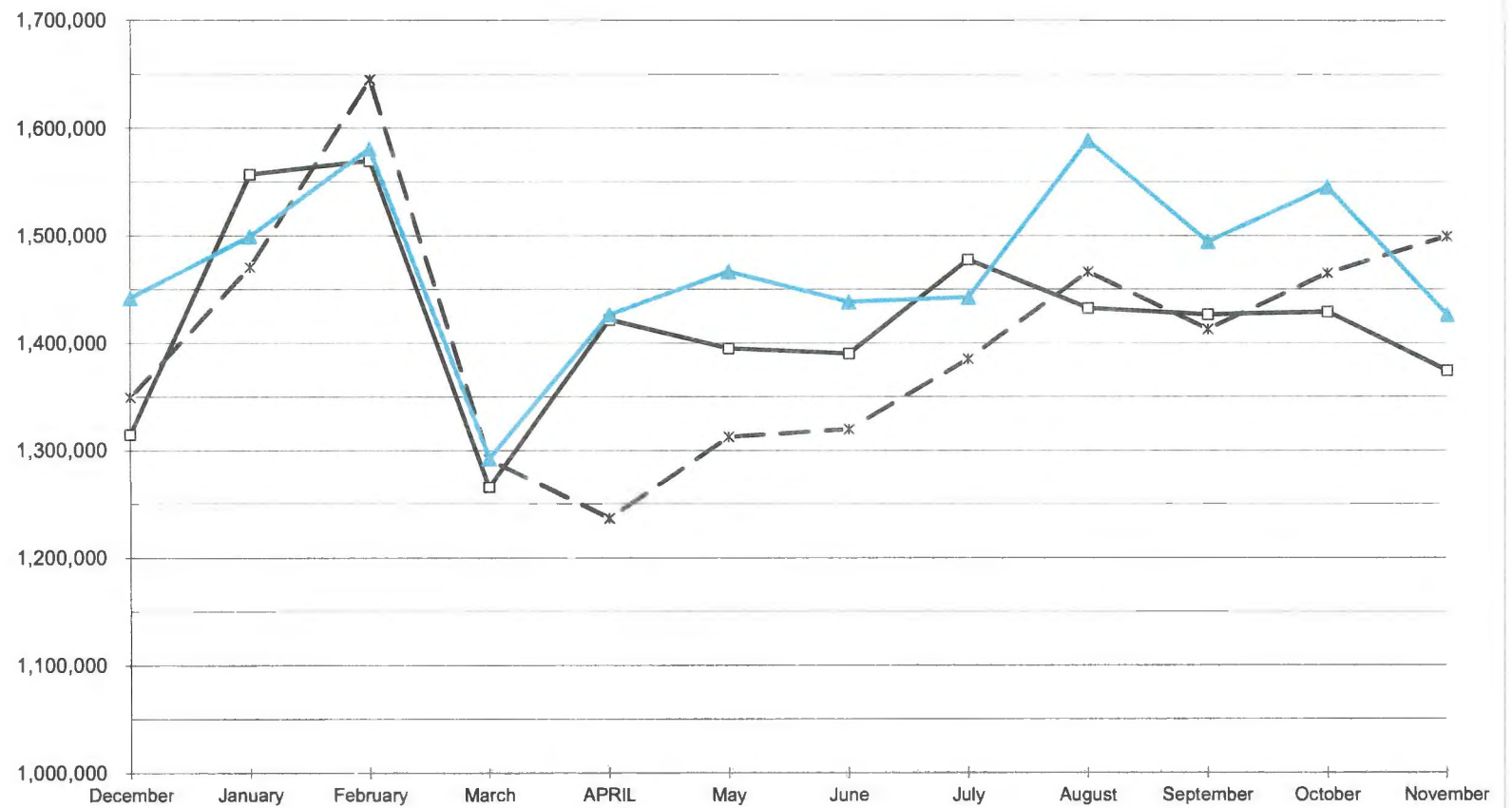
Date: November

November sales tax collected was \$1,426,192 up \$52,049 or 3.79% over last year. We are down \$72,991 or 5.1% compared to November 2013 figures. For fiscal year 2015-2016 we are up 5.00% over fiscal year 2014-2015



	December 2012	December 2013	December 2014	Increase (Decrease)	
	through	through	through	Over Prior Year	
Month	November 2013	November 2014	November 2015	Amount	Percentage
December	1,349,459	1,315,025	1,441,774	126,749	9.64%
January	1,470,565	1,556,616	1,499,067	(57,550)	(3.70%)
February	1,645,070	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%
Total	15,354,788	15,678,507	16,215,431	536,924	3.42%
		Prior Year	Current Year	Increase (Decrease)	
Period		Actual	Actual	Over Prior Year	
Fiscal Year to Date		7,139,202	7,496,267	357,065	5.00%

Sales Tax -Dec 2012-Nov 2015



x December 2012 through November 2013
 □ December 2013 through November 2014
 ● December 2014 through November 2015

Regular Board of Commissioners

9.

Meeting Date: 11/16/2015

CM Update

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

City Manager Update

Regular Board of Commissioners

12.

Meeting Date: 11/16/2015

Consider ES

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider an Executive Session to discuss potential claims, litigation or other options regarding Pottawatomie County District Court Case No. CJ-2014-128, The Citizen Potawatomi Nation by Linda Capps, its Vice Chairman, and Deanna Jesse vs. City of Shawnee, as authorized by 25 O.S. §307(B)(4).

Regular Board of Commissioners

13.

Meeting Date: 11/16/2015

Discuss ES

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider matters discussed in Executive Session regarding potential claims, litigation or other options regarding Pottawatomie County District Court Case No. CJ-2014-128, The Citizen Potawatomi Nation by Linda Capps, its Vice Chairman, and Deanna Jesse vs. City of Shawnee, as authorized by 25 O.S. §307(B)(4).
