

AGENDA  
BOARD OF CITY COMMISSIONERS  
October 2, 2017 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 for September 18, 2017 regular meeting.

b. Lake Lease Renewals/Transfers:

TRANSFERS:

Lot 13 Eckel Road, 15101 Eckel Road  
From: George and Carrie Heckert  
To: Elliot Shuler and Greta Madson

Lot 14 Magnino Road, 17312 Magnino Road  
From: Dylan Sigman  
To: Dylan Sigman and Charles Moore

Lot 12 Damron Tract, 15512 Hwy 102 Road  
From: Jerry Knox and Monty Garner  
To: Monty Garner and Barbara Garner

Lot 13 Damron Tract, 15600 Hwy 102 Road  
From: Jerry Knox and Monty Garner  
To: Monty Garner and Barbara Garner

c. Approve renewal of Agreement for FY2017-2018 with REACT Ambulance Authority for dispatch services.

2. Citizens Participation

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

3. Mayor's Proclamation:  
  
"Fire Prevention Week"  
October 8-14, 2017
4. Consider a resolution of appreciation to Clarice Brock for over 35 years of service to the City of Shawnee and presentation to Clarice Brock.
5. Consider a resolution of appreciation to Jim VanAntwerp for over 26 years of service to the City of Shawnee and presentation to Jim VanAntwerp.
6. Administrative Reports
  - a. Shawnee Fire Clown & Life Safety Education Program and Smoke Detector Installation Campaign – Dru Tischer, Fire Chief
7. New Business  
  
(Any matter not known about or which could not have been reasonably foreseen prior to the posting of the agenda)
8. Commissioners Comments
9. Adjournment

Respectfully submitted

Phyllis Loftis, CMC, City Clerk

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

**Regular Board of Commissioners**

**1.a.**

Meeting Date: 10/02/2017

CC Minutes 09-18-2017

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Minutes for September 18, 2017 regular meeting.

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Attachments

CC Minutes 09-18-2017

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**BOARD OF CITY COMMISSIONERS PROCEEDINGS**  
**SEPTEMBER 18, 2017 AT 6:30 P.M.**

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Commission Chambers at City Hall, 9th and Broadway, Shawnee, Oklahoma, Monday, September 18, 2017 at 6:30 p.m., pursuant to notice duly posted as prescribed by law. Mayor Finley presided and called the meeting to order. Upon roll call, the following members were in attendance.

Richard Finley  
Mayor

Dub Bushong  
Commissioner Ward 1

Ron Gillham  
Commissioner Ward 2

James Harrod  
Commissioner Ward 3-Vice Mayor

Darren Rutherford  
Commissioner Ward 4

Lesa Shaw  
Commissioner Ward 5

Ben Salter  
Commissioner Ward 6

ABSENT: None

## INVOCATION

Don Lynch, Emergency Management Director

## FLAG SALUTE

AGENDA ITEM NO. 1:

Consider approval of Consent Agenda:

- a. Minutes for August 21, 2017 regular meeting.
- b. Acknowledge the following reports and minutes:
  - License Payment Report for August 2017
  - Project Payment Report for August 2017
  - Shawnee Civic and Cultural Development Authority Minutes from May 18, 2017 and June 15, 2017 meetings
  - Traffic Commission Minutes from June 27, 2017 meeting
  - Planning Commission Minutes from August 2, 2017 meeting

- c. Authorize the Parks Department to purchase a one-half ton 4x4 pickup at the state bid price of \$25,827.00 from Hudiburg Chevrolet Fleet Services for use at the Shawnee Twin Lakes.
- d. Approve a Memorandum of Understanding with the City of Oklahoma City to renew an Inter-Governmental Agreement for Regional Household Hazardous Waste Collection and Management Project regarding hazardous waste disposal.
- e. Budget Amendment – Street Fund  
*To amend budget for the AARP Grant traffic circle, no matching funds*
- f. Budget Amendment – Fund 104  
*To adjust Fund 104 for Expo renovations that did not finish by June 30, 2017*
- g. Budget Amendment – Capital Fund  
*To amend budget for loan proceeds for the fire trucks and Station No. 2*
- h. Authorize Staff to approve Service Agreement with Motorola Solutions for update and maintenance on Repeater Tower Site Equipment and Dispatch Consoles.
- i. Accept public improvements, i.e. sanitary sewer, water line, and paving for the Shawnee Park Addition, placing maintenance bonds into effect.
- j. Lake Lease Renewals/Transfers:

TRANSFERS:

Lot 4 Skipper Tract, 16612 Archery Range Road

From: Sally Cole and Paula Hardeman

To: Randy E. Wolfe

Lot 8 Belcher Tract, 15509 Nickens Road

From: Latta Family Trust

To: Robert and Traci Murphy

k. Mayor's Appointments

Shawnee Beautification Committee

Debi Renegar

1<sup>st</sup> Full Term

Expires 1/1/2021

*Appointment to New Committee*

l. Traffic Commission Recommendations

1) Approval of June 27, 2017 Minutes.

STAFF RECOMMENDATION: Staff recommends approval of request.

BOARD RECOMMENDATION: Board recommends approval of request.

2) Consideration of request by Staff, to add flexible delineator devices along the centerline of Highland west of Harrison.

STAFF RECOMMENDATION: Staff recommends approval of request.

BOARD RECOMMENDATION: Board recommends denial of request.

Vice Mayor Harrod asked that Consent Agenda Item No. 1(l)(2) be pulled for separate consideration.

A motion was made by Commissioner Shaw, seconded by Vice Mayor Harrod, to approve the Consent Agenda Item Nos. 1(a-l), less item 1(l)(2). Motion carried 7-0.

AYE: Shaw, Harrod, Rutherford, Salter, Bushong, Gillham, Finley

NAY: None

Regarding Consent Agenda Item No. 1(l)(2), Vice Mayor Harrod asked for clarification on the Traffic Commission's recommendation. Staff explained that the Traffic Commission had voted to recommend denial of staff's request to add flexible delineator devices along the centerline of Highland west of Harrison.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Shaw, to approve the Traffic Commission's Board recommendation to deny the request. Motion carried 7-0.

AYE: Harrod, Shaw, Salter, Bushong, Gillham, Finley, Rutherford

NAY: None

AGENDA ITEM NO. 2:

Citizens Participation

(A three-minute limit per person)

(A twelve-minute limit per topic)

Ms. Holly Gordon stated that the recent 3<sup>rd</sup> Friday downtown block party event was a success. Numerous people were in attendance and enjoyed street dancing.

Ms. Gordon announced that the next 3<sup>rd</sup> Friday event will be held on Friday, October 20, 2017 along with Boo on Bell.

AGENDA ITEM NO. 3:

Commission Appointment of a Vice Mayor  
(per Article III, Section 6 of City Charter).

A motion was made by Mayor Finley, seconded by Commissioner Gillham, to appoint Commissioner James Harrod as Vice Mayor. Motion carried 6-0-1.

AYE: Finley, Gillham, Rutherford, Shaw, Salter, Bushong

NAY: None

ABSTAIN: Harrod

AGENDA ITEM NO. 4:

Presentation by City Manager to Employee  
of the Month, Jarrod Jackson, Street  
Department.

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

AGENDA ITEM NO. 5:

Presentation and acknowledgment of award  
of the American Association of Retired  
Persons (AARP) Community Challenge  
grant, funding the installation of a mini-  
traffic circle at the intersection of Burns  
Street and Chapman Avenue.

City Manager Justin Erickson announced that the City of Shawnee has been selected to receive grant funding in the amount of \$9,936.00, from the American Association of Retired Persons (AARP) through the AARP Community Challenge. Mr. Erickson stated that the funding will be used to replace stop signs at the intersection of Burns Street and Chapman Avenue with one of the City's first residential mini-circles. The area neighborhood group is in agreement with the construction of the mini-circle.

Mr. Sean Voskuhl and Ms. Mashell Sourjohn shared their excitement of Shawnee receiving the grant award. They stated that of the 1,200 applications received, Shawnee was the only successful applicant in Oklahoma.

AGENDA ITEM NO. 6:

Public hearing and consideration of an ordinance to rezone with a conditional use permit for property located 16712 Magnino Road to allow for a bed and breakfast. Case No. P10-17. Applicant: Lora Davis

City Manager Justin Erickson stated that the Planning Commission unanimously recommended approval of this item. He explained that the zoning code does provide for a bed and breakfast and the establishment does meet health department regulations. No protests have been received regarding the proposed rezoning.

Commissioner Shaw asked if other residents of Shawnee could open a bed and breakfast in their homes. Staff advised that other residences could operate a bed and breakfast in their homes if a conditional use permit is approved to set conditions that would address any negative impacts on the area.

Regarding the question of liability, City Attorney Joe Vorndran stated that our lease agreements include legal language specific to indemnification.

Commissioner Salter asked if lodging tax would be applicable. Staff advised that lodging tax does not apply to establishments with less than three rooms.

Mayor Finley declared a public hearing in session to consider an ordinance to rezone with a conditional use permit for property located 16712 Magnino Road to allow for a bed and breakfast. No one appeared in favor or against said rezoning. The public hearing was closed.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Bushong, to approve the ordinance to rezone with a conditional use permit for property located 16712 Magnino Road to allow for a bed and breakfast.

Ordinance No. 2615NS was introduced.

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: LOT 5 JOHNSTON TRACT, CITY OF SHAWNEE LAKE LEASE, ALSO KNOWN AS 16712 MAGNINO ROAD, TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF REZONING SAID PROPERTY FROM A-1; RURAL AGRICULTURAL DISTRICT TO A-1; RURAL AGRICULTURAL DISTRICT WITH CONDITIONAL USE PERMIT AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

Motion carried 6-0-1.

AYE: Harrod, Bushong, Gillham, Finley, Rutherford, Salter

NAY: None

ABSTAIN: Shaw

Ordinance No. 2615NS was adopted by the City Commission.

AGENDA ITEM NO. 7:

Discussion, consideration and possible action to approve an agreement with Excel Auction to auction surplus City property.

Director of Operations James Bryce explained the cost to the City ten percent (10%) of the total sales of the City's items that do not bring more than \$1,000.00. No fee is included in the items that bring more than \$1,000.00. The auction will be held on Saturday, November 25, 2017 at the Heart of Oklahoma Exposition Center. Mr. Bryce stated that all items considered for surplus will be presented to the City Commission for approval prior to the auction.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Shaw, to approve an agreement with Excel Auction to auction surplus City property. Motion carried 7-0.

AYE: Harrod, Shaw, Salter, Bushong, Gillham, Finley, Rutherford

NAY: None

AGENDA ITEM NO. 8:

Consider approval of Change Order No. 1 for Fire Station No. 2 Rehab Project. *(Attachment(s) to be provided at time of meeting.)*

Fire Chief Dru Tischer provided copies of two bids for additional work at Fire Station No. 2 due to deficiencies found in the steel. These deficiencies were not discovered until building was demolished. The bids were \$40,597.00 and \$45,201.00.

Vice Mayor Harrod expressed his concern with the costs being quoted, noting that the bidder quoted monthly costs for a five-day project. He also expressed concern with the supervision charge and the monthly dumpster fee.

Commissioners Shaw and Rutherford each shared their concern with the change order.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Shaw, to approve Change Order No. 1 for Fire Station No. 2 Rehab Project with City Manager and Fire Chief to negotiate to further reduce the cost. Motion carried 7-0.

AYE: Harrod, Shaw, Salter, Bushong, Gillham, Finley, Rutherford

NYE: None

COMMISSIONER GILLHAM LEFT THE CITY COMMISSION MEETING AND DID NOT RETURN.

AGENDA ITEM NO. 9: Acknowledge Sales Tax Report received September 2017.

Finance Director Cindy Arnold reported that September sales tax collected this month was \$1,493,326.00, which is up 0.17% or \$2,491.00 from September of 2016.

AGENDA ITEM NO. 10: City Manager Report

City Manager Justin Erickson gave updates on the following:

- a. Cops and Kids Event – Thank you to all the partnering agencies, staff, volunteers, elected and appointed officials who attended and assisted with this event. The City hopes to make this an annual event.
- b. Shawnee Splash – Total attendance for the 2017 season was 40,888, compared to 34,904 in 2016. The number of season passes sold for the season also increased.

- c. Visit Shawnee Inc. – Is holding a photo contest and will be awarding over \$2,000.00 in cash prizes.

Commissioner Shaw also brought forth the following topics for the City Manager's input:

- a. What are the priorities related to the Rehab Concrete Streets Project? Mr. Erickson explained that the current project is replacing panels that have failed in the Northridge area. He also advised that the City Commission recently approved a contract with a firm that will professionally evaluate every street in town using laser technology. Each street will be categorized and work will be performed according to the results of the evaluation.
- b. Are the street projects and the sidewalk projects performed by MZT Construction related or are they separate? Mr. Erickson stated they are not related and there are separate contracts for each project.
- c. Regarding development projects, what are the four eating establishments to be included in the Domino Plaza plan at 45<sup>th</sup> and Harrison? Mr. Erickson advised that he does not know at this point and that nothing has been firmly established.
- d. What are the details of the Shawnee Animal Shelter/Lowes project? Mr. Erickson explained the Lowes' Corporate Offices have selected the Shawnee Animal Shelter as a rehabilitation project. They will cover the cost of the project up to \$75,000.00. This project will include interior and exterior renovations at the shelter.

AGENDA ITEM NO. 11:

Administrative Reports

- a. Parks and Recreation – James Bryce, Director of Operations

Director of Operations James Bryce reported on many parks and recreation events that will be taking place in Shawnee in the near future. He informed Commissioners that Oklahoma Baptist University will be hosting a swim meet and the City will host Doggie Dip Day at the pool this month. He noted that the Municipal Auditorium will begin having open gym times starting soon and will be showing the Friday the 13<sup>th</sup> movie on Friday, October 13, 2017.

Mr. Bryce further discussed upcoming Movies in the Parks at KidSpace Park, Dean Weigant Park and Farrell Park, all which have free admission. Among other upcoming events discussed were Yappy Hour at Shawnee Dog Park, a Teen Talent Show in October, a Pie Bake-Off in November and PJs with Santa in December.

Mr. Bryce introduced Kerri Foster, Recreation Manager, and Rachel Monday, Program Coordinator, and credited them for organizing the new events.

AGENDA ITEM NO. 12: 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. 13: Commissioners Comments

Commissioner Bushong congratulated the three new probationary firefighters.

Vice Mayor Harrod said he was unable to attend the 3<sup>rd</sup> Friday Block Party last Friday. He noted he is pleased with the new events taking place at the pool and at local parks.

Commissioner Rutherford said the Cops and Kids event was great and the participation was amazing. He congratulated Police Chief Mason Wilson for a successful event. He also thanked Director of Operations James Bryce for the having the park look so nice for the event.

Commissioner Rutherford asked how often the Fire Department offers free car seats safety checks. Fire Chief Dru Tischer said at a minimum of two times per year. He noted, however, that individuals can contact the Fire Department Secretary and an appointment can be made at any time.

Commissioner Shaw said the Cops and Kids event was well done and thanked all those who assisted with it.

Commissioner Shaw asked how many people were in attendance at the Block Party. Ms. Holly Gordon estimated 135 people attended the event.

Commissioner Shaw thanked American Association of Retired Persons (AARP) for the grant to install the traffic circle.

Commissioner Salter agreed with comments regarding the Cops and Kids event. He also reminded everyone that Fire Prevention Week is coming up, and the Fire Clowns will be performing at schools and for the community.

Commissioner Salter expressed approval for the new park signage at Optimist Park.

Mayor Finley thanked Employee of the Month Jarrod Jackson for his hard work and dedication to the City.

Mayor Finley thanked James Bryce for his administrative report on the upcoming recreational opportunities.

Mayor Finley noted that the local Boy Scout Troop present at tonight's meeting are working on earning merit badges.

AGENDA ITEM NO. 22:                      Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (7:33 p.m.)

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RICHARD FINLEY, MAYOR

ATTEST:

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PHYLLIS LOFTIS, CMC, CITY CLERK

**Regular Board of Commissioners**

**1.b.**

Meeting Date: 10/02/2017

Lake Leases

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Lake Lease Renewals/Transfers:

**TRANSFERS:**

Lot 13 Eckel Road, 15101 Eckel Road

From: George and Carrie Heckert

To: Elliot Shuler and Greta Madson

Lot 14 Magnino Road, 17312 Magnino Road

From: Dylan Sigman

To: Dylan Sigman and Charles Moore

Lot 12 Damron Tract, 15512 Hwy 102 Road

From: Jerry Knox and Monty Garner

To: Monty Garner and Barbara Garner

Lot 13 Damron Tract, 15600 Hwy 102 Road

From: Jerry Knox and Monty Garner

To: Monty Garner and Barbara Garner

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Attachments

Lake Lease Shuler

Lake Lease Sigman

Lake Lease Garner Lot 12

Lake Lease Garner Lot 13

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City of  
**Shawnee**  
OKLAHOMA

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

|                                                                                   |                                                                                            |                     |
|-----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|---------------------|
| Date                                                                              | 09/20/2017                                                                                 | License No. #031773 |
| Type                                                                              | <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Transfer              |                     |
| Commission Meeting Date                                                           | OCTOBER 2 <sup>ND</sup> , 2017                                                             |                     |
| Property Address                                                                  | 15101 ECKEL ROAD                                                                           |                     |
| Lake Site Location                                                                | LOT 13 ECKEL TRACT                                                                         |                     |
| Lease Dates                                                                       | 10/02/2017 – 10/02/2047                                                                    |                     |
| Lease Fee (changes annually)                                                      | \$689.00                                                                                   |                     |
| Inspection Fee                                                                    | \$75.00    Applicable: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |                     |
| Lessee (Transfer To)                                                              |                                                                                            |                     |
| Name(s)                                                                           | ELLIOT SHULER & GRETA MADSON                                                               |                     |
| Address                                                                           | SEE FILE                                                                                   |                     |
| Phone                                                                             | SEE FILE                                                                                   |                     |
| Current Lessee (Transfer From) <span style="float: right;">(if applicable)</span> |                                                                                            |                     |
| Name(s)                                                                           | GEORGE & CARRIE HECKERT                                                                    |                     |
| Address                                                                           | SEE FILE                                                                                   |                     |
| Phone                                                                             | SEE FILE                                                                                   |                     |
| Inspection Information                                                            |                                                                                            |                     |
| Inspection Required                                                               | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                        |                     |
| DEQ Report on File                                                                | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                        |                     |
| Type of Septic System                                                             | <input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Aerobic          |                     |
| Last Inspected/Pumped                                                             | 09/06/2017                                                                                 |                     |
| Misc. Comments                                                                    | <p></p> <p><b>Total Charges Paid: \$1,689.00</b></p>                                       |                     |

**PLEASE READ CAREFULLY**

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

**CABIN SITE LEASE  
LEASE# 031773**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of October 2<sup>nd</sup>, 2017 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

ELLIOT SHULER  
of 4 TURKEY KNOB SHAWNEE OK 74804 ,  
GRETA MADSON  
of 4 TURKEY KNOB SHAWNEE OK 74804,  
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of \$ 689.00 dollars for 2017, 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 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

**EXHIBIT**

# **Shawnee Twin Lakes – Lake No. 1**

## **Lease Rate Fee Schedule**

### **2010-2045**

On September 7, 2010 the City Commission adopted a lease fee of \$600 for 2010 with two-percent (2%) annual increases (rounded to nearest whole dollar) thereafter. The rate schedule below outlines said fees. The applicable fee is due on the anniversary date of your lease each year. These rates apply to all 30-year leases/renewal leases that are processed on or after November 1, 2010. Leaseholders under an existing 5-year lease are not required to pay the applicable fee until their lease expires, but may opt-in to a 30-year lease and pay the applicable fee if they so choose.

| <b>YEAR</b> | <b>FEE</b> | <b>YEAR</b> | <b>FEE</b> |
|-------------|------------|-------------|------------|
| <b>2010</b> | \$600      | <b>2028</b> | \$857      |
| <b>2011</b> | \$612      | <b>2029</b> | \$874      |
| <b>2012</b> | \$624      | <b>2030</b> | \$892      |
| <b>2013</b> | \$637      | <b>2031</b> | \$909      |
| <b>2014</b> | \$649      | <b>2032</b> | \$928      |
| <b>2015</b> | \$662      | <b>2033</b> | \$946      |
| <b>2016</b> | \$676      | <b>2034</b> | \$965      |
| <b>2017</b> | \$689      | <b>2035</b> | \$984      |
| <b>2018</b> | \$703      | <b>2036</b> | \$1,004    |
| <b>2019</b> | \$717      | <b>2037</b> | \$1,024    |
| <b>2020</b> | \$731      | <b>2038</b> | \$1,045    |
| <b>2021</b> | \$746      | <b>2039</b> | \$1,066    |
| <b>2022</b> | \$761      | <b>2040</b> | \$1,087    |
| <b>2023</b> | \$776      | <b>2041</b> | \$1,109    |
| <b>2024</b> | \$792      | <b>2042</b> | \$1,131    |
| <b>2025</b> | \$808      | <b>2043</b> | \$1,153    |
| <b>2026</b> | \$824      | <b>2044</b> | \$1,176    |
| <b>2027</b> | \$840      | <b>2045</b> | \$1,200    |



|                                                                                          |                                                                                            |                            |
|------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|----------------------------|
| <b>Date</b>                                                                              | 09/27/2017                                                                                 | <b>License No. #029842</b> |
| <b>Type</b>                                                                              | <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Transfer (FAMILY)     |                            |
| <b>Commission Meeting Date</b>                                                           | October 2 <sup>nd</sup> , 2017                                                             |                            |
| <b>Property Address</b>                                                                  | 17312 MAGNINO ROAD                                                                         |                            |
| <b>Lake Site Location</b>                                                                | LOT 14 MAGNINO A TRACT                                                                     |                            |
| <b>Lease Dates</b>                                                                       | 10/02/2017 – 10/02/2047                                                                    |                            |
| <b>Lease Fee (changes annually)</b>                                                      | \$689.00                                                                                   |                            |
| <b>Inspection Fee</b>                                                                    | \$75.00    Applicable: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |                            |
| <b>Lessee (Transfer To)</b>                                                              |                                                                                            |                            |
| <b>Name(s)</b>                                                                           | DYLAN SIGMAN & CHARLES MOORE                                                               |                            |
| <b>Address</b>                                                                           | SEE FILE                                                                                   |                            |
| <b>Phone</b>                                                                             | SEE FILE                                                                                   |                            |
| <b>Current Lessee (Transfer From)</b> <span style="float: right;">(if applicable)</span> |                                                                                            |                            |
| <b>Name(s)</b>                                                                           | DYLAN SIGMAN                                                                               |                            |
| <b>Address</b>                                                                           | SEE FILE                                                                                   |                            |
| <b>Phone</b>                                                                             | SEE FILE                                                                                   |                            |
| <b>Inspection Information</b>                                                            |                                                                                            |                            |
| <b>Inspection Required</b>                                                               | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                        |                            |
| <b>DEQ Report on File</b>                                                                | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                        |                            |
| <b>Type of Septic System</b>                                                             | <input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Aerobic          |                            |
| <b>Last Inspected/Pumped</b>                                                             | 09/21/2016                                                                                 |                            |
| <b>Misc. Comments</b>                                                                    | <p></p> <p></p> <p><b>Total Charges Paid: \$689.00</b></p>                                 |                            |

**PLEASE READ CAREFULLY**

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

**CABIN SITE LEASE  
LEASE# 029842**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of October 2<sup>nd</sup>, 2017 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

DYLAN SIGMAN  
of 17312 MAGNINO RD SHAWNEE OK 74801 ,  
CHARLES MOORE  
of 1608 MORNING MIST CHOCTAW OK 73020,  
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of \$ 689.00 dollars for 2017, 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:

**17312 MAGNINO RD  
LOT 14 MAGNINO A TRACT**

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

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

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

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

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

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

**Exhibit “A”**  
**Shawnee Twin Lakes – Lake No. 1**  
**Lease Rate Fee Schedule**  
**2010-2045**

**On September 7, 2010 the City Commission adopted a lease fee of \$600 for 2010 with two-percent (2%) annual increases (rounded to nearest whole dollar) thereafter. The rate schedule below outlines said fees. The applicable fee is due on the anniversary date of your lease each year. These rates apply to all 30-year leases/renewal leases that are processed on or after November 1, 2010. Leaseholders under an existing 5-year lease are not required to pay the applicable fee until their lease expires, but may opt-in to a 30-year lease and pay the applicable fee if they so choose.**

| <b>YEAR</b> | <b>FEE</b>   | <b>YEAR</b> | <b>FEE</b>     |
|-------------|--------------|-------------|----------------|
| <b>2010</b> | <b>\$600</b> | <b>2028</b> | <b>\$857</b>   |
| <b>2011</b> | <b>\$612</b> | <b>2029</b> | <b>\$874</b>   |
| <b>2012</b> | <b>\$624</b> | <b>2030</b> | <b>\$892</b>   |
| <b>2013</b> | <b>\$637</b> | <b>2031</b> | <b>\$909</b>   |
| <b>2014</b> | <b>\$649</b> | <b>2032</b> | <b>\$928</b>   |
| <b>2015</b> | <b>\$662</b> | <b>2033</b> | <b>\$946</b>   |
| <b>2016</b> | <b>\$676</b> | <b>2034</b> | <b>\$965</b>   |
| <b>2017</b> | <b>\$689</b> | <b>2035</b> | <b>\$984</b>   |
| <b>2018</b> | <b>\$703</b> | <b>2036</b> | <b>\$1,004</b> |
| <b>2019</b> | <b>\$717</b> | <b>2037</b> | <b>\$1,024</b> |
| <b>2020</b> | <b>\$731</b> | <b>2038</b> | <b>\$1,045</b> |
| <b>2021</b> | <b>\$746</b> | <b>2039</b> | <b>\$1,066</b> |
| <b>2022</b> | <b>\$761</b> | <b>2040</b> | <b>\$1,087</b> |
| <b>2023</b> | <b>\$776</b> | <b>2041</b> | <b>\$1,109</b> |
| <b>2024</b> | <b>\$792</b> | <b>2042</b> | <b>\$1,131</b> |
| <b>2025</b> | <b>\$808</b> | <b>2043</b> | <b>\$1,153</b> |
| <b>2026</b> | <b>\$824</b> | <b>2044</b> | <b>\$1,176</b> |
| <b>2027</b> | <b>\$840</b> | <b>2045</b> | <b>\$1,200</b> |

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

|                                                                                                 |                                                                                                 |                            |
|-------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|----------------------------|
| <b>Date</b>                                                                                     | 09/27/2017                                                                                      | <b>License No. #031813</b> |
| <b>Type</b>                                                                                     | <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Transfer ( <i>FAMILY</i> ) |                            |
| <b>Commission Meeting Date</b>                                                                  | October 2 <sup>nd</sup> , 2017                                                                  |                            |
| <b>Property Address</b>                                                                         | 15512 HWY 102 ROAD                                                                              |                            |
| <b>Lake Site Location</b>                                                                       | LOT 12 DAMRON TRACT                                                                             |                            |
| <b>Lease Dates</b>                                                                              | 10/02/2017 – 10/02/2047                                                                         |                            |
| <b>Lease Fee (changes annually)</b>                                                             | \$689.00                                                                                        |                            |
| <b>Inspection Fee</b>                                                                           | \$75.00    Applicable: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No      |                            |
| <b>Lessee (Transfer To)</b>                                                                     |                                                                                                 |                            |
| <b>Name(s)</b>                                                                                  | MONTY GARNER & BARBARA GARNER                                                                   |                            |
| <b>Address</b>                                                                                  | SEE FILE                                                                                        |                            |
| <b>Phone</b>                                                                                    | SEE FILE                                                                                        |                            |
| <b>Current Lessee (Transfer From)</b> <span style="float: right;"><i>(if applicable)</i></span> |                                                                                                 |                            |
| <b>Name(s)</b>                                                                                  | JERRY KNOX & MONTY GARNER                                                                       |                            |
| <b>Address</b>                                                                                  | SEE FILE                                                                                        |                            |
| <b>Phone</b>                                                                                    | SEE FILE                                                                                        |                            |
| <b>Inspection Information</b>                                                                   |                                                                                                 |                            |
| <b>Inspection Required</b>                                                                      | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                             |                            |
| <b>DEQ Report on File</b>                                                                       | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                             |                            |
| <b>Type of Septic System</b>                                                                    | <input type="checkbox"/> Conventional <input type="checkbox"/> Aerobic                          |                            |
| <b>Last Inspected/Pumped</b>                                                                    | NONE-VACANT LOT                                                                                 |                            |
| <b>Misc. Comments</b>                                                                           |                                                                                                 |                            |
| <b>Total Charges Paid: \$689.00</b>                                                             |                                                                                                 |                            |

**PLEASE READ CAREFULLY**

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

**CABIN SITE LEASE  
LEASE# 031813**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of October 2<sup>nd</sup>, 2017 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

MONTY GARNER  
of 15600 HWY 102 SHAWNEE OK 74801 ,  
BARBARA GARNER  
of 15600 HIGHWAY 102 SHAWNEE OK 748013405,  
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of **\$ 689.00** dollars for **2017**, 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:

**15512 HWY 102  
12 DAMRON TRACT**

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

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

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

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

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

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

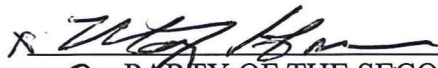
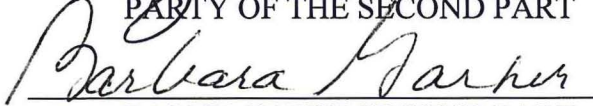
BY: \_\_\_\_\_

MAYOR

PARTY OF THE FIRST PART

ATTEST:

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

x   
PARTY OF THE SECOND PART  
  
PARTY OF THE SECOND PART

**Exhibit “A”**  
**Shawnee Twin Lakes – Lake No. 1**  
**Lease Rate Fee Schedule**  
**2010-2045**

On September 7, 2010 the City Commission adopted a lease fee of \$600 for 2010 with two-percent (2%) annual increases (rounded to nearest whole dollar) thereafter. The rate schedule below outlines said fees. The applicable fee is due on the anniversary date of your lease each year. These rates apply to all 30-year leases/renewal leases that are processed on or after November 1, 2010. Leaseholders under an existing 5-year lease are not required to pay the applicable fee until their lease expires, but may opt-in to a 30-year lease and pay the applicable fee if they so choose.

| <b>YEAR</b> | <b>FEE</b> | <b>YEAR</b> | <b>FEE</b> |
|-------------|------------|-------------|------------|
| <b>2010</b> | \$600      | <b>2028</b> | \$857      |
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| <b>2014</b> | \$649      | <b>2032</b> | \$928      |
| <b>2015</b> | \$662      | <b>2033</b> | \$946      |
| <b>2016</b> | \$676      | <b>2034</b> | \$965      |
| <b>2017</b> | \$689      | <b>2035</b> | \$984      |
| <b>2018</b> | \$703      | <b>2036</b> | \$1,004    |
| <b>2019</b> | \$717      | <b>2037</b> | \$1,024    |
| <b>2020</b> | \$731      | <b>2038</b> | \$1,045    |
| <b>2021</b> | \$746      | <b>2039</b> | \$1,066    |
| <b>2022</b> | \$761      | <b>2040</b> | \$1,087    |
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| <b>2025</b> | \$808      | <b>2043</b> | \$1,153    |
| <b>2026</b> | \$824      | <b>2044</b> | \$1,176    |
| <b>2027</b> | \$840      | <b>2045</b> | \$1,200    |

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

|                                                                                          |                                                                                            |                            |
|------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|----------------------------|
| <b>Date</b>                                                                              | 09/27/2017                                                                                 | <b>License No. #031812</b> |
| <b>Type</b>                                                                              | <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Transfer (FAMILY)     |                            |
| <b>Commission Meeting Date</b>                                                           | October 2 <sup>nd</sup> , 2017                                                             |                            |
| <b>Property Address</b>                                                                  | 15600 HWY 102 ROAD                                                                         |                            |
| <b>Lake Site Location</b>                                                                | LOT 13 DAMRON TRACT                                                                        |                            |
| <b>Lease Dates</b>                                                                       | 10/02/2017 – 10/02/2047                                                                    |                            |
| <b>Lease Fee (changes annually)</b>                                                      | \$689.00                                                                                   |                            |
| <b>Inspection Fee</b>                                                                    | \$75.00    Applicable: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |                            |
| <b>Lessee (Transfer To)</b>                                                              |                                                                                            |                            |
| <b>Name(s)</b>                                                                           | MONTY GARNER & BARBARA GARNER                                                              |                            |
| <b>Address</b>                                                                           | SEE FILE                                                                                   |                            |
| <b>Phone</b>                                                                             | SEE FILE                                                                                   |                            |
| <b>Current Lessee (Transfer From)</b> <span style="float: right;">(if applicable)</span> |                                                                                            |                            |
| <b>Name(s)</b>                                                                           | JERRY KNOX & MONTY GARNER                                                                  |                            |
| <b>Address</b>                                                                           | SEE FILE                                                                                   |                            |
| <b>Phone</b>                                                                             | SEE FILE                                                                                   |                            |
| <b>Inspection Information</b>                                                            |                                                                                            |                            |
| <b>Inspection Required</b>                                                               | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                        |                            |
| <b>DEQ Report on File</b>                                                                | <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No             |                            |
| <b>Type of Septic System</b>                                                             | <input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Aerobic          |                            |
| <b>Last Inspected/Pumped</b>                                                             | 09/13/2017                                                                                 |                            |
| <b>Misc. Comments</b>                                                                    | <p align="right"><b>Total Charges Paid: \$689.00</b></p>                                   |                            |

**PLEASE READ CAREFULLY**

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

**CABIN SITE LEASE  
LEASE# 031812**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of October 2<sup>nd</sup>, 2017 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

MONTY GARNER  
of 15600 HWY 102 SHAWNEE OK 74801 ,  
BARBARA GARNER  
of 15600 HIGHWAY 102 SHAWNEE OK 748013405,  
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of \$ 689.00 dollars for 2017, does hereby acknowledge receipt of the applicable rental fee, and other good and valuable considerations, does by these presents demise, lease and let unto the second party the following described real estate situated on, and a part of the site, owned by the first party as a City Reservoir and known as Shawnee Twin Lake No. 1, in the County of Pottawatomie State of Oklahoma, to-wit:

**15600 HWY 102  
LOT 13 DAMRON TRACT**

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

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

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

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

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

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

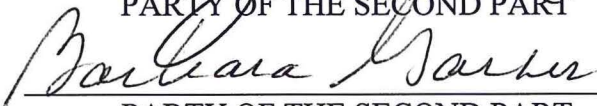
IN WITNESS WHEREOF, party of the first part has caused its name to be affixed hereto by the Mayor of the City of Shawnee, Oklahoma, and attested by the City Clerk, and the party of the second part hereunto affixed his/her name the day and year first above written.

CITY OF SHAWNEE, OKLAHOMA  
A Municipal Corporation,

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

ATTEST:

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

x.   
PARTY OF THE SECOND PART  
  
PARTY OF THE SECOND PART

**Exhibit “A”**  
**Shawnee Twin Lakes – Lake No. 1**  
**Lease Rate Fee Schedule**  
**2010-2045**

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**Regular Board of Commissioners**

**1.c.**

Meeting Date: 10/02/2017

REACT Dispatch Agreement

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Approve renewal of Agreement for FY2017-2018 with REACT Ambulance Authority for dispatch services.

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Attachments

REACT Dispatch Agreement

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## AGREEMENT

THIS AGREEMENT is entered into this 1<sup>st</sup> day of July, 2017 by and between the City of Shawnee, Oklahoma, a municipal corporation (hereinafter the "CITY"), and REACT Ambulance Authority, an Oklahoma Public Trust Authority (hereinafter "REACT").

WITNESSETH:

WHEREAS, REACT provides emergency response service to the citizens of the City of Shawnee; and

WHEREAS, the CITY possesses sufficient resources to provide dispatch services for REACT and has experience in being the primary respondent for dispatching emergency medical assistance; and

WHEREAS, it is the intent of the CITY and REACT to enter into a mutual cooperation agreement to arrange dispatch service for REACT to be provided by the CITY.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agreed as follows:

1. The CITY agrees to provide dispatch services for REACT, including both telephone and radio communications to assist REACT in providing emergency service to the citizens of Shawnee.

2. The CITY agrees to be the primary respondent in taking calls on the private emergency line for REACT.

3. The CITY agrees to provide this service in a professional manner commencing on July 1, 2017 and to continue until June 30, 2018.

4. In consideration for the dispatch services provide by the CITY, REACT agrees to pay to the CITY Nineteen Thousand Three Hundred Fifty Dollars (\$19,350.00) for the term of this Agreement, with payments to be made on a monthly basis in the amount of One Thousand Six Hundred Twelve Dollars and Fifty Cents (\$1,612.50).

5. Both parties agree that REACT is an independent contractor for purposes of this Agreement and is not an employee of the CITY. REACT shall be responsible for its own insurance, payroll taxes and salaries. Nothing in this Agreement establishes an Agency Relationship or any other legal relationship between REACT and the CITY, other than the provisions stated in this Agreement.

6. Each party agrees to assume all liability and/or costs of litigation arising from the actions of its own employees. Should any liability occur due solely to the actions of an employee of one of the parties, that party agrees to hold the other party harmless from liability and to indemnify the other party for any judgment or costs of litigation, including attorney fees.

7. This Agreement comprises all the terms agreed to by the parties and any modification, amendment or alteration of this Agreement must be in writing and executed by both parties.

8. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

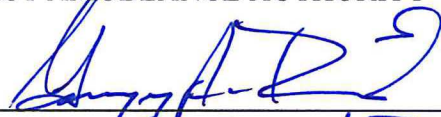
9. This Agreement shall expire June 30, 2018. This Agreement may be renewed or extended by agreement of both parties thereafter.

10. This Agreement may be terminated by either party without cause upon thirty (30) days written notice directed to the other party. For purposes of this paragraph, the notice shall be sent to either the City Manager of the City of Shawnee or the Chairman of the REACT Ambulance Authority.

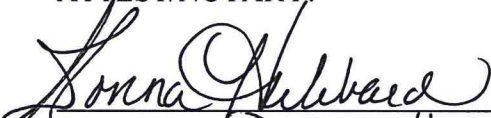
11. If any provision of this Agreement is held to be invalid or unenforceable by any court or agency of the state or federal government, then said provision will be modified to reflect the parties' intentions. All remaining provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

REACT AMBULANCE AUTHORITY

  
Printed Name: GREGORY A. REID  
Title: DIRECTOR

ATTEST/NOTARY:

  
Printed Name: DONNA HUBBARD *exp 2-18-18*  
Title: Bill



THE CITY OF SHAWNEE, OKLAHOMA  
A Municipal Corporation

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JUSTIN ERICKSON, CITY MANAGER

ATTEST:

---

PHYLLIS LOFTIS, CMC, CITY CLERK

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

---

JOSEPH VORNDRAN  
CITY OF SHAWNEE CITY ATTORNEY

**Regular Board of Commissioners**

**3.**

Meeting Date: 10/02/2017

Mayors Proclamation

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Mayor's Proclamation:

"Fire Prevention Week"  
October 8-14, 2017

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Attachments

Fire Prevention Week Proc

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## “FIRE PREVENTION WEEK”

*Whereas*, the City of Shawnee is committed to ensuring the safety and security of all those living in and visiting our city. Fire is a serious public safety concern both locally and nationally, and homes are where people are at greatest risk from fire; and

*Whereas*, U.S. fire departments responded to 365,500 home fires in 2015, according to the National Fire Protection Association (NFPA). U.S. home fires resulted in 2,560 civilian deaths in 2015, representing the majority (78 percent) of all U.S. fire deaths; and

*Whereas*, newer homes are built with lightweight materials that burn faster than older home constructions. Many of today’s products and furnishings produce toxic gases and smoke when burned, making it impossible to see and breathe within moments. These conditions contribute to a much smaller window of time for people to escape a home fire safely, with people having as little as one to two minutes to escape from the time the smoke alarm sounds; and

*Whereas*, a home fire escape plan provides the skill set and know-how to quickly and safely escape a home fire situation. A home fire escape plan includes two exits from every room in the home; a path to the outside from each exit; smoke alarms in all required locations; and a meeting place outside where everyone in the home will meet upon exiting. Home fire escape plans should be developed by all members of the household and practicing a home fire escape plan twice a year ensures that everyone in the household knows what to do in a real fire situation; and

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

*Whereas*, Shawnee’s residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

*Whereas*, the 2017 Fire Prevention Week theme, “Every Second Counts: Plan 2 Ways Out!” effectively serves to educate the public about the vital importance of developing a home fire escape plan with all members of the household and practicing it twice a year;

*Now, Therefore, I, Richard Finley*, Mayor of the City of Shawnee, Oklahoma by the authority vested in me, do hereby proclaim October 8-14, 2017, to be

## “FIRE PREVENTION WEEK”

In the City of Shawnee, Oklahoma  
Dated this 2nd day of October, 2017

---

Richard Finley, Mayor

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Phyllis Loftis, CMC, City Clerk



**Regular Board of Commissioners**

**4.**

Meeting Date: 10/02/2017

Brock Retirement Reso

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Consider a resolution of appreciation to Clarice Brock for over 35 years of service to the City of Shawnee and presentation to Clarice Brock.

---

Attachments

Brock Retirement Reso

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RESOLUTION NO. 6550

A RESOLUTION EXPRESSING APPRECIATION TO CLARICE BROCK FOR OVER 35 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 CLARICE BROCK.

WHEREAS, October 5, 1981 was a significant day in the City of Shawnee, for the reason that Clarice Brock commenced her employment with the City as a Secretary II in the City Clerk's office. She was promoted to Secretary II/Clerk II on June 23, 1985. On August 7, 2005, Clarice was promoted to Fire Department Secretary and transferred to the Fire Department. Clarice elected to retire effective July 3, 2017.

WHEREAS, Clarice Brock has demonstrated her ability to meet the challenges given her with dedication and loyalty throughout the years; and

WHEREAS, it is both fitting and proper for the City of Shawnee to recognize Clarice Brock for her 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 Clarice Brock their appreciation for her 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 Clarice with best wishes for many future years of happiness.

PASSED AND APPROVED THIS 2<sup>nd</sup> day of October, 2017.

---

RICHARD FINLEY, MAYOR

ATTEST:

---

PHYLLIS LOFTIS, CMC, CITY CLERK

**Regular Board of Commissioners**

**5.**

Meeting Date: 10/02/2017

VanAntwerp Retirement Reso

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Consider a resolution of appreciation to Jim VanAntwerp for over 26 years of service to the City of Shawnee and presentation to Jim VanAntwerp.

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Attachments

VanAntwerp Retirement Reso

---

RESOLUTION NO. 6551

A RESOLUTION EXPRESSING APPRECIATION TO JIM VANANTWERP FOR OVER 26 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 JIM VANANTWERP.

WHEREAS, September 9, 1991 was a significant day in the City of Shawnee, for the reason that Jim VanAntwerp commenced his employment with the City as a Shawnee Fire Fighter. During his career, Jim achieved the rank of Fire Equipment Operator on September 5, 1993, Captain on January 7, 1996 and Battalion Chief on July 1, 2001. Jim elected to retire effective January 21, 2017.

WHEREAS, Jim VanAntwerp 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 Jim VanAntwerp 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 Jim VanAntwerp 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 Jim with best wishes for many future years of happiness.

PASSED AND APPROVED THIS 2<sup>nd</sup> day of October, 2017.

---

RICHARD FINLEY, MAYOR

ATTEST:

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PHYLLIS LOFTIS, CMC, CITY CLERK

**Regular Board of Commissioners**

**6.a.**

Meeting Date: 10/02/2017

Admin Rpts - Fire

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Shawnee Fire Clown & Life Safety Education Program and Smoke Detector Installation Campaign – Dru  
Tischer, Fire Chief

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Attachments

*No file(s) attached.*

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