













(b)(6) P11

RICHARDSON
SUZUKI









From: [Carolyn Sinor](#)
To: (b)(6) USACE Employee Info
Subject: [EXTERNAL] Pryor Creek Concession
Date: Monday, May 04, 2015 6:15:31 PM

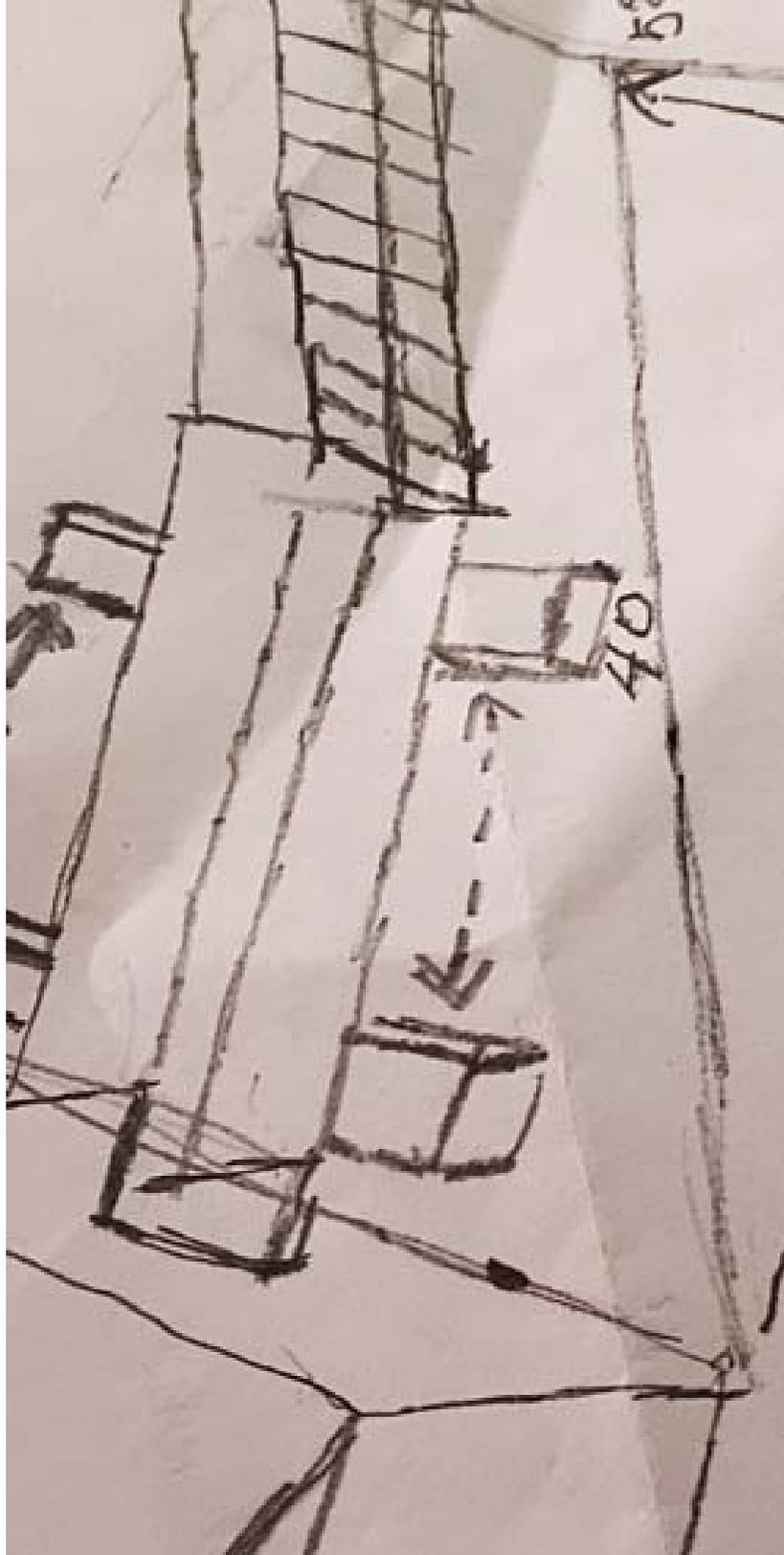
Eddie made a pencil drawing of the dock steps and walkway. Showing that the docks must move Out and Up, also back In and Down as the water rises and then falls. This is Lang the walkway must be as he has it . Adjustable, partially flexible, and movable.

David, a newly hired assistant, has made the walkway SAFE', we feel it will pass being that+work in the ever fluctuating Ft. Gibson

Waters. We are ready for inspection.

<https://pay.gov/public/form/entry/pdf/103Sent> from my iPhone

From: Carolyn Sinor (b)(6) PII
Sent: Tuesday, May 05, 2015 9:11 PM
To: (b)(6) USACE Employee Info
Attachments: FullSizeRender.jpg; ATT00002.txt



55

100

40

WATER L. 554

ATT00002.txt

Sent from my iPhone

From: [Carolyn Sinor](#)
To: (b)(6) USACE Employee Info
Subject: [EXTERNAL] Drawing
Date: Wednesday, May 06, 2015 7:44:28 AM

He planned to make a better drawing, but had to try to get a gasoline holing tank, then had truck Problems, mower, etc. He knew that I understood it, so put a knew one on "back burner".

Sent from my iPhone

From: [Polk, Jonathan SWT](#)
To: (b)(6) USACE Employee Info
Cc: (b)(6) USACE Employee Info; [Roberts, Dean A SWT](#); (b)(6) USACE Employee Info; [Rupe, Terry D SWT](#)
Subject: Walkway Design (UNCLASSIFIED)
Date: Wednesday, May 06, 2015 8:52:57 AM

Classification: UNCLASSIFIED
Caveats: NONE

Carolyn, this concerns the drawing of the walkway that Eddie drew and that was provided to us. This drawing is unacceptable as it shows no detail. In your previous email you said "Eddie made a pencil drawing of the dock steps and walkway. Showing that the docks must move out and up, also back in and down as the water rises and then falls. This is ? the walkway must be as he has it." His picture doesn't show any of this detail. You were required to provide a detailed schedule of how and when you plan to correct the walkway. As far as I am concerned, we have still not received this. Please provide a better schematic of the walkway showing more detail of how it meets safety requirements and how it meets the standards as listed in your previous email, and as stated above. If you have any questions, please feel free to email me or call me.

Thanks,

Jonathan Polk (JP)

Lake Manager
Fort Gibson Project Office
8568 St. Hwy. 251A
Fort Gibson, OK 74434
918-682-4314, Ext 3217
<http://corpslakes.usace.army.mil/visitors/states.cfm?state=OK>

Classification: UNCLASSIFIED
Caveats: NONE

From: [Polk, Jonathan SWT](#)
To: (b)(6) USACE Employee Info ; [Rupe, Terry D SWT](#); (b)(6) USACE Employee Info ; [Roberts, Dean A SWT](#)
Subject: FW: Scanned Document (UNCLASSIFIED)
Date: Thursday, May 07, 2015 12:23:32 PM
Attachments: [Sinor walkway.pdf](#)

Classification: UNCLASSIFIED

Caveats: NONE

Attached is the latest "engineered" endeavor from the Sinors for the walkway. It was faxed to me today.

Jonathan Polk (JP)
Lake Manager
Fort Gibson Project Office
8568 St. Hwy. 251A
Fort Gibson, OK 74434
918-682-4314, Ext 3217
<http://corpslakes.usace.army.mil/visitors/states.cfm?state=OK>

-----Original Message-----

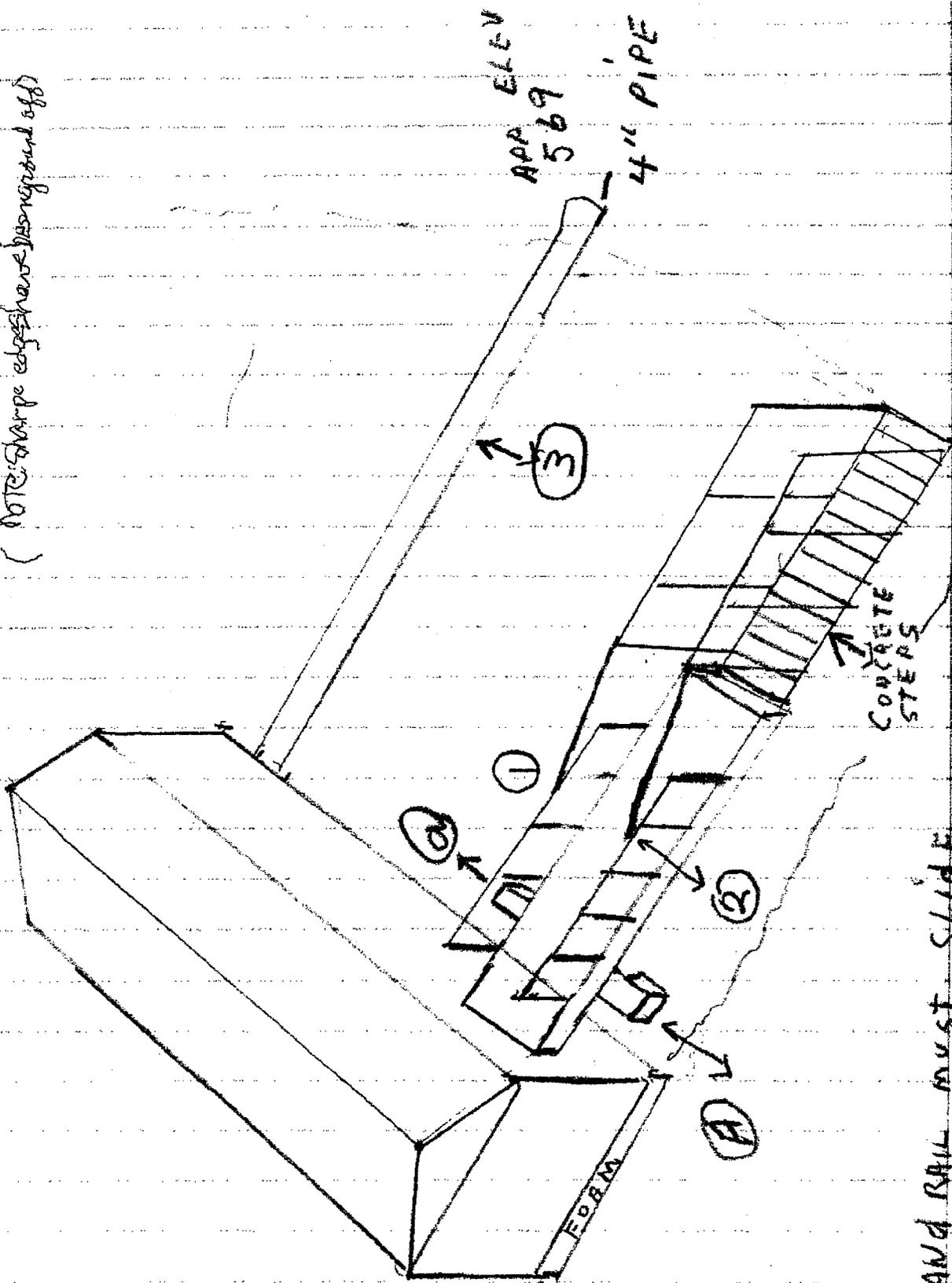
From: Jonathan.Polk@usace.army.mil [<mailto:Jonathan.Polk@usace.army.mil>]
Sent: Thursday, May 07, 2015 12:16 PM
To: Polk, Jonathan SWT
Subject: Scanned Document

Please see the attached document.

Classification: UNCLASSIFIED

Caveats: NONE

(NOTE: Sharp edges have been rounded off)



- ① HAND RAIL MUST SLIDE
- ② AS DOCK MOVES IN AN ARC
- ③ STIFF ARM'S
- ④ 2 ON EACH DOCK

FORM MUST SLIDE UNDER WALKWAY



DEPARTMENT OF THE ARMY
TULSA DISTRICT CORPS OF ENGINEERS
1645 SOUTH 101ST EAST AVENUE
TULSA, OKLAHOMA 74128-4609

MAY 07 2015

Real Estate Division
Management

SUBJECT: Fort Gibson Lake, Oklahoma: Safety hazard at Pryor Creek Concession,
DACW56-1-08-266

Eddie G. and Carolyn J. Sinor
P.O. Box 130
Chouteau, Oklahoma 74337

Dear Mr. & Mrs. Sinor:

I am writing in regards to the walkway and railings that provide access to the boat slips. This walkway has been determined by members of the US Army Corps of Engineers to have safety issues. You have provided numerous schedules and commitments to correct this deficiency, but according to the follow-up visit on April 7th, 2015 the deficiency has **not** been corrected. The access to this area is to remain closed, until you are able to provide safe and viable access to this facility. The walkway will remain closed until approved by the US Army Corps of Engineers.

It is your responsibility to maintain this facility and find a more suitable method of properly securing the area. You are required to remove the unstable walkway and railings to prevent anyone from accessing this area within **10 days** from the date of this letter. If the access is not removed in the allocated timeline, the Fort Gibson project office will remove the walkway and a bill will be issued to you for this work. You will need to provide notice to all the patrons who store their boats or any personal items within this area as no access will be provide. As part of your lease renewal you must have an adequate plan in place before the expiration of your lease.

Tentative bi-weekly visits may be conducted to monitor your progress; you will be notified of the next scheduled visit. If you do not correct this deficiency in a timely manner it will impact your lease renewal. I am confident it is your desire to provide a safe facility for the using public and thank you for your assistance in the past.

Sincerely,
(b)(6) USACE Employee Info

Chief, Management & Disposal Branch
Real Estate Contracting Officer

CF: CESWT-OD-EG

From: [Carolyn Sinor](#)
To: (b)(6) USACE Employee Info
Subject: [EXTERNAL] Timeline
Date: Sunday, May 10, 2015 11:12:25 AM

If the USACE would quit throwing logs in front of us, we could possibly have the foam under the docks, the Gas installed and working, and most of the items in question out of dry storage. by the end of the month, IF the USACE will remove the barriers, so the docks can be worked on and we don't have to worry about being sued for not allowing access to leased boat slips (thank You Corps).

They are leased for one year not

Rented by the month, so if the Corps forces us to make boats vacate leased slips, they

Should be liable for the results. We are trying to get the concession in shape to sell. All you want to do is drive or walk around condemning everything. If you ever had to do what is required of the concessionaires, you might understand what you should have to do to assist them.

It is obvious that none of you have ever ran a business. We are unable to spend all of our time explaining to you how we have kept it going for 32 years, (with no accidents) especially when you do not want to know, are trying to take it away from us, leave us without income, assets, customers, etc. Safety is not what you really want.

Boat slips are leased, you said we had until lease renewal to take care of deficiencies, now you are trying to close our business while Eddie is attempting to get fuel back, you closed access to the boat docks, to keep us from repairing them as planned, tried to add new blocks to our adding the fuel access for customers and

Sent from my iPhone

From: [Carolyn Sinor](#)
To: (b)(6) USACE Employee Info
Subject: [EXTERNAL] Boat dock /ramp removal ; boat removal by 5/17/15
Date: Monday, May 11, 2015 3:21:52 PM

Due to the USACE infinite wisdom, forcing the removal of the
Woven nylon ropes, hoiding the boat ramp, the 30+ thousand cubic feet per second current nowEddie is on the road
to get the fuel holding tank do you know anyone mwwho could hook on to it for him? flowing by our concession

Sent from my iPhone

From: [Carolyn Sinor](#)
To: (b)(6) USACE Employee Info
Date: Monday, May 11, 2015 5:08:51 PM

and...to complete

You really think I should believe you are "trying to assist" us when you have (b)(6) USACE Employee Info write a letter closing all the docks and telling us we must have all boats removed from the slip leased for a year by the boat owner, remove the walkway, so we will be unable to replace the foam, or complete other repairs we were told ,by you, we had time to complete. While you were pretending to be interested in the drawing of how the walkway works, the letter closing our bot docks, had already been delivered.

How do you expect us to do what you say, when you change everyday. We cannot correct violations if you keep adding new things to do before the old are completed.

Sent from my iPhone

From: [Carolyn Sinor](#)
To: (b)(6) USACE Employee Info
Subject: [EXTERNAL] Eddie brought the 2000 gal fuel storage tank in yesterday.
Date: Tuesday, May 12, 2015 8:57:32 AM

He has to adjust the docks with the water and David
Retrieved most of the walkway. I am sorry that all of
You are unable to coordinate my detailing with Eddie's
Pencil sketch of the walkway/docks. If you had waited
Until our meeting, you could have possibly understood.

Sent from my iPhone

From: [Carolyn Sinor](#)
To: (b)(6) USACE Employee Info
Subject: [EXTERNAL] and close our boat docks
Date: Tuesday, May 12, 2015 8:59:31 PM

We were attempting to add gasoline sales for the boaters, find someplace to move things out of storage, put floatation under the docks, meet with the renters who have enclosed porches and explain to them why they must remove it, or make it open. Also, send you the copies of financials, insurance, ADA and DEQ compliance+signed electric box cover repaired by a LiCENSECED electrician. It would be much easier to correct and comply, if you would go away and leave us alone.

PLEASE

Sent from my iPhone

From: [Carolyn Sinor](#)
To: (b)(6) USACE Employee Info
Subject: [EXTERNAL] Water/water and more water
Date: Tuesday, May 19, 2015 6:12:45 PM

We have nothing for you to see other than water ,weeds grass and mud qQa z

Sent from my iPhone

From: [Carolyn Sinor](#)
To: (b)(6) USACE Employee Info
Subject: [EXTERNAL] When?
Date: Tuesday, May 26, 2015 6:53:18 PM

Water is 23 feet + normal

Sent from my iPhone

From: [Carolyn Sinor](#)
To: (b)(6) USACE Employee Info
Subject: [EXTERNAL] We need to raise the ramp/dailey use fee from 3 to \$4 per day
Date: Tuesday, May 26, 2015 9:46:44 PM

And from 30 to 40 per year

Sent from my iPhone

MEMORANDUM FOR THE RECORD

SUBJECT: Fort Gibson Lake, OK; Compliance Follow visits for Pryor Creek Concession, Lease No. DACW56-1-10-150

1. The most current compliance inspection was conducted on 24APR2014. Several deficiencies were noted and many are repeated deficiencies. Multiple follow-up visits were conducted in 2014. A face to face meeting was held in February 2015 with the Concessionaires, M&D Branch Chief, Chief of Real Estate, and the Project Office to stress the importance of correcting these compliance deficiencies. Over this span of time no major progress was shown on any the compliance deficiencies. The current lease is scheduled to expire on 30JUNE2015. It is imperative for this office to see progress in these deficiencies before a renewal can be issued.
2. 7 APR 15 a follow up compliance visit was conducted with Real Estate Division, Project Office, Operations Division, and the Concessionaires. The main focus of the visit was to assess the current non-compliance deficiencies and to prepare the District with a plan going forward. The visit noted numerous ERGO deficiencies still not corrected, no progress on compliance deficiencies, and a DEQ notice of violation. These reports are provided in the lease file.
3. 17APR15 a conference call was held with Real Estate Division, Operations Division, and the Project Office to discuss and finalize a plan forward. The project office continues to support the decision to reduce the number boat docks, remove service of gas from lease, and to issue a short term lease (RETS# FTG-FY14-059). An overall list (attached) was create in order to provide the concessionaires a clear focus of what deficiencies need to be corrected before a long term lease will be issued. During the call it was determined the walkway leading to the boat docks is a safety hazard. A one year lease term will be issued in June giving the Concessionaires adequate time to correct all deficiencies. If the deficiencies are not completed within this period a lease termination or revocation may be issued.
4. 7MAY15 a follow-up visit was conducted to verify if the safety hazard has been corrected. The walkway didn't provide a safe and viable access and the notice was issued to the concessionaires to remove the walkway leading to the boat docks. The notice was provided during the follow up visit. Concessionaires invested \$70,000 by ordering a new fuel storage tank and lateral lines to bring the gas service station into compliance. No investments made to restore the gas dock at this time. Minimal progress was shown on all compliance deficiencies. Concessionaires stated they were unable to complete due to lack of employees and weather related issues. The importance of showing progress was stressed to the concessionaires to avoid further actions.
5. 28MAY15 a follow-up visit was conducted and minimal progress was shown. The lack of experienced employees and high water flooding was the reasoning. Organization and some removal of excess solid waste in the garage/maintenance shop area was the only progress noted. Lease renewal negotiations

began with the focus on drafting a current site map and updating use plan. The concessionaires agreed on reducing the number of boat docks to 5 docks. Docks 6 thru 8 will be removed. The concessionaires intend to restore the gas service near the store and at a later date to provide gas service on the docks. No change to the use plan on 72 non-transient trailer and 25 RV spots.

(b)(6) USACE Employee Info

Realty Specialist

June 6, 2015

Jonathon Polk

Lake Manager

Fort Gibson Lake Project Office,

Due to the increase expenses such as; the new Federal law pertaining to an Oklahoma business with a "Federal Lease Hiring" a minimum wage employee, will now cost \$3.00 more an hour. We have a rate increase in our utilities: testing and usage of water, the price for electric and propane, plus all other added expenses required when replacing the above ground gas holding tanks. Additional expenses will be incurred of having the walkway to the boat docks, approved by a structural engineer. We are asking to increase the Boat Ramp and Entry Fee to help with these added expenses. It now is \$3.00 per day and \$30.00 per year. We need to increase it July 1, 2015 to \$4.00 per day and \$40.00 per year. We ask that you approve this increase for the stated reasons.

Thank You

Eddie & Carolyn Sinor





DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, TULSA DISTRICT
1645 SOUTH 101ST EAST AVENUE
TULSA, OKLAHOMA 74128-4609

JUN 10 2015

Real Estate Division
Management

RE: Fort Gibson Lake, OK; Pryor Creek Concession; Renewal of Lease No. DACW56-1-10-150

(b)(6) USACE Employee Info
[Redacted]

Mr. and Mrs. Eddie Sinor
PO Box 130
Chouteau, OK 74337

Dear Mr. and Mrs. Sinor:

This is to confirm that although the expiration date of Lease No. DACW56-1-10-150 is June 30, 2015, the lease is considered extended and in effect until the renewal lease is executed or notice is given otherwise. This notice does not absolve any compliance deficiencies that have been reported. A copy of the compliance report is provided for your records.

If you should have any questions concerning this matter, please call [Redacted]

Sincerely,

(b)(6) USACE Employee Info
[Redacted]

Chief, Management and Disposal Branch
Real Estate Contracting Officer

CF: CESWT-OD-ET

(b)(6) USACE Employee Info
[Redacted]

From: [Carolyn Sinor](#)
To: (b)(6) USACE Employee Info
Subject: [EXTERNAL] Michael B. Mills, Structural EngineerRginerr
Date: Thursday, June 25, 2015 8:12:57 PM

We had a very enlightening discussion. I rea

Sent from my iPhone