

DEPARTMENT OF THE ARMY  
LEASE  
FOR COMMERCIAL CONCESSION PURPOSES  
PRYOR CREEK CONCESSION  
FORT GIBSON LAKE  
CHEROKEE COUNTY, OKLAHOMA

**THIS LEASE** is made on behalf of THE UNITED STATES OF AMERICA (the "United States"), between **THE SECRETARY OF THE ARMY**, acting by and through the Chief, Real Estate Division, U.S. Army Corps of Engineers, Tulsa District, hereinafter referred to as the "Grantor", and **EDDIE G. SINOR AND CAROLYN J. SINOR**, whose mailing address is **PO BOX 130, CHOUTEAU, OK 74337**, hereinafter referred to as the "Lessee."

**WITNESSETH:**

That the Secretary, by authority of Title 16, United States Code, Section 460d, and for the consideration hereinafter set forth, hereby leases to the Lessee, the property identified in **Exhibit A**, attached hereto and made a part hereof, hereinafter referred to as the premises, for commercial concession purposes.

**THIS LEASE** is granted subject to the following conditions:

**1. TERM**

Said premises are hereby leased for a term of **one (1) year**, beginning **July 1, 2015**, and ending **June 30, 2016**. If the Lessee corrects all Compliance Deficiencies noted in Exhibit B by the dates noted in Exhibit B and all are corrected to the satisfaction of the Government, the Lessee shall have the right to extend the original Lease term for five (5) successive one year terms. The Lessee shall notify the Government of its intent to extend the Lease term no later than six (6) months prior to the time when the term then in force would otherwise expire. At the time when such notice is given there shall not be any uncured event of default on the part of the Lessee. In the event all Compliance Deficiencies noted in **Exhibit B** are not corrected by June 30, 2016 to the satisfaction of the Government, this Lease will not be extended or renewed and Lessee will be required to remove all personal property, vacate and restore the premises in accordance with Condition 12 (Restoration) of this Lease.

**2. CONSIDERATION**

a. The rent due to the United States in consideration of this lease shall be calculated using the Revised Graduated Rental System (RGRS).

(1) The Lessee will report gross receipts monthly. The Lessee shall furnish to said officer a report of the total gross receipts for each calendar month within twenty-five (25) days of the end of the month for which income is to be reported. Said report of gross receipts shall be submitted in the format shown in **Exhibit C**, attached hereto and made a part hereof. All reports will be furnished to the Grantor at the address, and in accordance with, the Condition on **NOTICES**.

(2) Rent will be computed by using the computation method shown in the afore-referenced **Exhibit B**. The total gross receipts for each month will be multiplied by the applicable percentage rate to determine the amount of rental due. Said rental shall be due by the date specified on the bill from the U.S. Army Corps of Engineers (USACE) Finance Center. All rent payments will be made payable to the Finance and Accounting Officer, USACE Finance Center and delivered to the USACE Finance Center, Tulsa District (M5), 5722 Integrity Drive, Millington, TN 38054-5005.

The percentage rate for the each rental year will be selected from the following RGRS rental rate chart, using the line for the total gross receipts of the previous rental year:

<u>GROSS RECEIPTS</u>	<u>% RENT</u>	<u>GROSS RECEIPTS</u>	<u>% RENT</u>
Under \$50,000	2.0%	\$2,600,000 - \$2,800,000	3.4%
\$ 50,000 - \$ 200,000	2.1%	\$2,800,000 - \$3,000,000	3.5%
\$ 200,000 - \$ 400,000	2.2%	\$3,000,000 - \$3,200,000	3.6%
\$ 400,000 - \$ 600,000	2.3%	\$3,200,000 - \$3,400,000	3.7%
\$ 600,000 - \$ 800,000	2.4%	\$3,400,000 - \$3,600,000	3.8%
\$ 800,000 - \$1,000,000	2.5%	\$3,600,000 - \$3,800,000	3.9%
\$1,000,000 - \$1,200,000	2.6%	\$3,800,000 - \$4,000,000	4.0%
\$1,200,000 - \$1,400,000	2.7%	\$4,000,000 - \$4,200,000	4.1%
\$1,400,000 - \$1,600,000	2.8%	\$4,200,000 - \$4,400,000	4.2%
\$1,600,000 - \$1,800,000	2.9%	\$4,400,000 - \$4,600,000	4.3%
\$1,800,000 - \$2,000,000	3.0%	\$4,600,000 - \$4,800,000	4.4%
\$2,000,000 - \$2,200,000	3.1%	\$4,800,000 - \$5,000,000	4.5%
\$2,200,000 - \$2,400,000	3.2%	\$5,000,001 and above	4.6%
\$2,400,000 - \$2,600,000	3.3%		

(3) Gross receipts are defined as the total of the concessionaire's receipts from business operations conducted on the premises, including receipts of sub-lessees and licensees. No reductions are permitted except the costs of hunting and fishing

licenses, and license fees and taxes collected for direct remittance to a taxing authority, and the exact amount collected from customers for electrical service which is metered to the customer and collected by the Lessee as the servicing agent and paid to the power company. Sales receipts from boats and motors are excluded and assessed a straight one-percent rent.

(4) The first rent payment will be due upon receipt of bill. The rental year will be a partial year the first year, beginning on the date of this lease and ending on December 31, 2015; for each rental year thereafter, the year will begin on January 1 and end on December 31.

b. All rent and other payments due under the terms of this lease must be paid on or before the date they are due, as indicated in your bill, in order to avoid the mandatory sanctions imposed by the Debt Collection Act of 1982, 31 U.S.C. § 3717. This statute requires the imposition of an interest charge for the late payment of debts owed to the United States; an administrative charge to cover the costs of processing and handling delinquent debts; and the assessment of an additional penalty charge on any portion of a debt that is more than 90 days past due. The provisions of the statute will be implemented as follows:

(1) The United States will impose an interest charge, the amount to be determined by law or regulation, on late payment of rent. Interest will accrue from the due date. An administrative charge to cover the cost of processing and handling each late payment will also be imposed.

(2) In addition to the charges set forth above, the United States will impose a penalty charge of six percent (6%) per annum on any payment, or portion thereof, more than ninety (90) days past due. The penalty shall accrue from the date of the delinquency and will continue to accrue until the debt is paid in full.

(3) All payments received will be applied first to any accumulated interest, administrative and penalty charges and then to any unpaid rental or other payment balance. Interest will not accrue on any administrative or late payment penalty charges.

### 3. NOTICES

All correspondence and notices to be given pursuant to this lease shall be addressed, if to the Lessee, to **EDDIE G. SINOR & CAROLYN J. SINOR** whose address is **PO Box 130, Chouteau, OK 74337**, and, if to the Grantor, to the **U.S. Army Corps of Engineers, Tulsa District, Attn: Chief, Real Estate Division, 1645 South 101<sup>st</sup> East Avenue, Tulsa, OK 74128-4609**, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper, addressed as aforesaid, and

deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

#### **4. AUTHORIZED REPRESENTATIVES**

Except as otherwise specifically provided, any reference herein to "Secretary of the Army," "Grantor," "Chief, Real Estate Division" or "said officer" shall include their duly authorized representatives. Any reference to "Lessee" shall include sub-lessees, assignees, transferees, concessionaires, and its duly authorized representatives.

#### **5. USE AND DEVELOPMENT OF THE PREMISES**

a. The premises may be occupied and used by the Lessee or duly authorized agents, sublessees, assignees, or transferees solely for the conduct of business in connection with the recreational development of the premises for the general use of the public. Lessee shall continue to provide current facilities and activities in accordance with a Use Plan showing location of existing facilities and current activities, attached as **Exhibit D**, and will place and maintain signs in accordance with the sign plan, attached as **Exhibit E**. The sign plan will be in accordance with the Sign Standards Manual, EP 310-1-6A, Chapter 17.

b. No structure may be erected or altered upon the premises unless and until plans for such structure have been approved in writing by the Grantor. The Grantor may require the Lessee, upon completion of each of the proposed developments, to furnish a complete "as built" site plan and "as built" construction plans for all facilities with certification by a Professional Engineer that the construction meets all codes and standards.

c. The use and occupation of the premises shall be subject to the general supervision and approval of the Grantor. Modifications to said Use and/or Development Plan must be approved in writing by the Grantor prior to implementation of the change.

d. All structures and equipment furnished by the Lessee shall be and remain the property of the Lessee, except as otherwise provided in the Condition on **RESTORATION**.

#### **6. CONDITION OF PREMISES**

a. The Lessee acknowledges that it has inspected the premises, knows its condition, and understands that the same is leased without any representations or warranties whatsoever and without obligation on the part of the United States to make any alterations, repairs, or additions thereto.

b. An inventory and condition report of all personal property and improvements of the United States included in this lease was made at the time the responsibility for such improvements was transferred to the Lessee under former Lease DACW56-1-10-150. The report reflected the condition of said property and improvements at the time of transfer. A copy of said report is attached hereto as **Exhibit F** and made a part hereof. Upon the expiration, revocation, or termination of this lease, another inventory and condition report shall be similarly prepared. This report shall constitute the basis for settlement for property damaged or destroyed. Any such property must be either replaced or restored to the condition required by the Condition on **PROTECTION OF PROPERTY**.

## **7. RATES AND PRICES**

a. The rates and prices charged by the Lessee or its sub-lessees shall be reasonable and comparable to rates charged for similar goods and services by others in the area. The Grantor shall have the right to review such rates and prices and require an increase or reduction when it is determined that the objective of this paragraph has been violated. The Lessee shall keep such rates and prices posted at all times in an appropriate and conspicuous place on the premises. The Grantor may require submission of a schedule of the rates and prices at any time.

b. However, no user fees may be charged by the Lessee or its sublessees for use of facilities developed in whole or part with federal funds if a user charge by the Corps of Engineers for the facility would be prohibited under law.

## **8. PROTECTION OF PROPERTY**

The Lessee shall be responsible for any damage that may be caused to property of the United States by the activities of the Lessee under this lease and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Lessee to the satisfaction of the Grantor, or, at the election of the Grantor, reimbursement may be made therefor by the grantee in an amount necessary to restore or replace the property to a condition satisfactory to the Grantor.

## **9. RIGHT TO ENTER AND FLOOD**

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with Government purposes; to make inspections; to remove timber or other material, except property of the Lessee; to flood the premises; to manipulate the level of the lake or pool in any manner whatsoever; and/or to make any other use of the lands

as may be necessary in connection with project purposes, and the Lessee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

## **10. INDEMNITY**

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the Lessee, or for damages to the property or injuries to the person of the Lessee's officers, agents or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the Lessee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

## **11. INSURANCE**

a. At the commencement of this lease, the Lessee will obtain from a reputable insurance company, or companies, liability insurance. The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices or a minimum Combined Single Limit of \$1,000,000, whichever is greater, for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons, resulting from the operations of the Lessee under the terms and conditions of this lease, and the Lessee shall require its insurance company to furnish to the Grantor a copy of the policy or policies, or, if acceptable to the Grantor, a certificate of insurance evidencing the purchase of such insurance. The Grantor shall have the right to review and revise the amount of minimum liability insurance coverage required. The policy shall provide that the insurance company give the Grantor thirty (30) days written notice of any cancellation, non-renewal or change in such insurance.

b. The lessee's sublessees and licensees, at the commencement of operating under the terms of this lease, shall obtain from a reputable insurance company or companies liability insurance. The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices, for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons, resulting from the operations of the sublessees and licensees under the terms of this lease. The lessee shall require any insurance carrier or carriers to furnish to the Grantor a copy of the policy or policies, or, if acceptable to the Grantor, certificates of insurance evidencing the purchase of such insurance.

c. The insurance policy or policies shall be of comprehensive form of contract and shall specifically provide protection appropriate for the types of facilities, services and activities involved. The Lessee shall require that the insurance company give the Grantor thirty (30) days written notice of any cancellation or change in such insurance. The Grantor may require closure of any or all of the premises during any period for which the Lessee does not have the required insurance coverage.

## **12. RESTORATION**

On or before the expiration of this lease or its termination by the Lessee, the Lessee shall vacate the premises, remove the property of the Lessee therefrom, and restore the premises to a condition satisfactory to the Grantor. If, however, this lease is revoked, the Lessee shall vacate the premises, remove said property, and restore the premises to the aforesaid condition within such time as the Grantor may designate. In either event, if the Lessee shall fail or neglect to remove said property and restore the premises, then, at the option of the Grantor, said property shall either become the property of the United States without compensation therefor, or the Grantor may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Lessee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this lease in restoring the premises.

## **13. NON-DISCRIMINATION**

The Lessee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin, or religion in the conduct of operations on the leased premises. The Lessee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural And Transportation Barriers Compliance Board.

## **14. APPLICABLE LAWS AND REGULATIONS**

a. The Lessee shall comply with all applicable Federal laws and regulations and with all applicable laws, ordinances, and regulations of the state, county, and municipality wherein the premises are located, including, but not limited to, those regarding construction, health, safety, food service, water supply, sanitation, use of pesticides, and licenses or permits to do business.

b. The Lessee will provide an annual certification that all water and sanitary systems on the premises have been inspected and comply with Federal, state and local standards. Lessee will also provide a statement of compliance with the Americans with Disabilities Act, noting any deficiencies and providing a schedule for correction.

c. In addition to other applicable codes, the lessee shall comply with the current editions of the National Fire Protection Association (NFPA) codes and standards, including, but not limited to NFPA 70, National Electric Code, NFPA 303, Fire Protection Standard for Marinas and Boatyards, and the codes and standards of the American National Standards Institute (ANSI), including, but not limited to the National Electrical Safety Code. Upon request by the Grantor, the lessee will provide a certification that all electrical installations on the premises have been inspected by a qualified individual and comply with the applicable codes.

## **15. TAXES**

Payment of any and all taxes imposed by the state or its political subdivisions upon the property or business of the Lessee on the premises is the responsibility of the Lessee.

## **16. SUBJECT TO EASEMENTS**

This lease is subject to all existing easements, easements subsequently granted, and established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the Lessee, and easements will not be granted which will, in the opinion of the Grantor, interfere with developments, present or proposed, by the Lessee. The Lessee will not close any established access routes without written permission of the Grantor.

## **17. SUBJECT TO MINERAL INTERESTS**

This lease is subject to all outstanding mineral interests. As to Federally owned mineral interests, it is understood that they may be included in present or future mineral leases issued by the Bureau of Land Management (BLM), which has responsibility for mineral development on Federal lands. The Secretary will provide lease stipulations to BLM for inclusion in said mineral leases that are designed to protect the premises from activities that would interfere with the Lessee's operations or would be contrary to local laws.

## **18. TRANSFERS, ASSIGNMENTS, SUBLEASES**

a. Without prior written approval of the Grantor, the Lessee shall neither transfer nor assign this lease or a controlling interest therein (including, without limitation, mergers, consolidations, reorganizations, or other business combinations), nor sublet the premises or any part thereof, nor grant any interest, privilege, or license whatsoever in connection with this lease, nor shall this lease be assignable or transferable by process or operation of law including, but not limited to, insolvency proceedings, bankruptcy, or intestacy, or in any other manner whatever.

(1) Failure to comply with this condition or the procedures described herein shall constitute a material breach of this lease for which this lease may be revoked immediately by the Grantor, and, the Secretary shall not be obligated to recognize any right of any person or entity to an interest in this lease or to own or operate the facilities authorized hereunder acquired in violation hereof.

(2) The Lessee shall advise the person(s) or entity proposing to enter into a transaction described in Subsection a. above that the Grantor shall be notified and that the proposed transaction is subject to review and approval by the Grantor. The Lessee shall request in writing the Grantor's approval of the proposed transaction and shall promptly provide the Grantor all relevant documents related to the transaction, and the name(s) and qualifications of the person(s) or entity involved in the proposed transaction.

b. The Grantor, in exercising discretion to approve or disapprove transfer, assignments, or subleases, shall among other matters, take into consideration the management qualifications of the individuals or entities that would thereby obtain a controlling interest in the facilities or services authorized hereunder, the experience of such individuals or entities with similar operations, and the ability of such individuals or entities to operate the operations authorized hereunder in the public interest.

c. The term "controlling interest" in a Lessee's ownership shall mean, in the instance of a corporate Lessee, an interest beneficial or otherwise, of sufficient outstanding voting securities or capital of the Lessee so as to permit exercise of substantial managerial influence over the operations of the Lessee, and, in the instance of a partnership, joint venture, or individual Lessee, any beneficial ownership of the capital assets of the Lessee sufficient to permit substantial managerial influence over the operations of the Lessee. The Grantor will determine at the request of interested parties whether or not an interest in a lease constitutes a controlling interest within the meaning hereof.

d. The Lessee may not enter into any agreement with any entity or person, except employees of the Lessee, to exercise substantial management responsibilities

for the operation authorized hereunder or any part thereof without the prior written approval of the Grantor.

e. No mortgage shall be executed, and no bonds, shares of stock, or other evidence of interest in, or indebtedness upon the assets of the Lessee located on the premises, including this lease, shall be issued, except for the purposes of installing, enlarging, refinancing or improving concession plant, equipment and facilities, provided that, such assets, in addition, may be encumbered for the purposes of purchasing existing concession plant, equipment and facilities. In the event of default on such a mortgage, encumbrance, or such other indebtedness, or of other assignment, transfer, or encumbrance, the creditor or any assignee thereof shall succeed to the interest of the Lessee in such assets but shall not thereby acquire operating rights or privileges. Such rights or privileges shall be subject to disposition by the Grantor.

f. The lessee may allow independent private service companies to enter and conduct business on the premises for the benefit of the Lessee's customers on an as-called basis without a formal sublease or license agreement, provided that the service is occasional and incidental to the Lessee's operation and that any compensation paid to the Lessee is included in gross receipts.

g. The Lessee will not sponsor or participate in timeshare ownership of any structures, facilities, accommodations, or personal property on the premises. The lessee will not subdivide nor develop the premises into private residential development.

## 19. COMPLIANCE, CLOSURE, REVOCATION AND RELINQUISHMENT

a. The Lessee and/or any sublessees or licensees are charged at all times with full knowledge of all the limitations and requirements of this lease, and the necessity for correction of deficiencies, and with compliance with reasonable requests by the Grantor. This lease may be revoked in the event that the Lessee violates any of its terms and conditions and continues and persists in such non-compliance, or fails to obtain correction of deficiencies by sublessees or licensees. The Lessee will be notified of any non-compliance, which notice shall be in writing or shall be confirmed in writing, giving a period of time in which to correct the non-compliance. Failure to satisfactorily correct any substantial or persistent non-compliance within the specified time is grounds for closure of all or part of the premises, temporary suspension of operation, or revocation of the lease, after notice in writing of such intent. Future requests by the Lessee to extend the lease, expand the premises, modify authorized activities, or assign the lease shall take into consideration the Lessee's past performance and compliance with the lease terms.

b. This lease may be relinquished by the Lessee by giving six months prior written notice to the Grantor in the manner prescribed in the Condition on **NOTICES**.

c. In addition to the above right of revocation, if the rent or other payments provided to be paid by the Lessee or any part thereof shall be in arrears and unpaid for thirty (30) days after the same shall become due, then, and in such case, the Grantor may elect to revoke this lease by notification in writing to the Lessee.

## **20. HEALTH AND SAFETY**

a. The Lessee shall keep the premises in good order and in a clean, sanitary, and safe condition and shall have the primary responsibility for ensuring that any sublessees and concessionaires operate and maintain the premises in such a manner.

b. In addition to the rights of revocation for non-compliance, the Grantor, upon discovery of any hazardous condition on the premises that presents an immediate threat to the health and/or danger to life or property, will so notify the Lessee and will require that the affected part or all of the premises be closed to the public until such condition is corrected and the danger to the public eliminated. If the condition is not corrected within the time specified, the Grantor will have the option to: (1) correct the hazardous conditions and collect the cost of repairs from the Lessee; or, (2) revoke the lease. The Lessee will be obligated to pay rental, notwithstanding any interruption or suspension of activities. The Lessee and its assignees or sub-lessees shall have no claim for damages against the United States, or any officer, agent, or employee thereof on account of action taken pursuant to this condition.

## **21. PUBLIC USE**

No attempt shall be made by the Lessee, nor any of its sub-lessees or concessionaires, to forbid the full use by the public of the premises and of the water areas of the project, subject, however, to the authority and responsibility of the Lessee to manage the premises and provide safety and security to the visiting public.

## **22. PROHIBITED USES**

a. The Lessee shall not permit gambling on the premises or install or operate, or permit to be installed or operated thereon, any device which is illegal; or use the premises or permit them to be used for any illegal business or purpose. There shall not be conducted on or permitted upon the premises any activity which would constitute a nuisance.

b. As an exception, some games of chance, such as raffles, games and sporting events, may be conducted by nonprofit organizations under special use permits issued in conjunction with special events, if permissible by state and local law. Any request to conduct a game of chance must be submitted in writing to the Grantor.

c. In accordance with state and local laws and regulations, the Lessee may sell, store, or dispense, or permit the sale, storage, or dispensing of beer, malt beverages, light wines or other intoxicating beverages on the premises in those facilities where such service is customarily found. Bar facilities will only be permitted if offered in connection with other approved activities. Advertising of such beverages outside of buildings is not permitted. Carry out package sales of hard liquor is prohibited.

### **23. NATURAL RESOURCES**

The Lessee shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the premises, except as may be authorized under and pursuant to the Condition on **USE AND DEVELOPMENT OF THE PREMISES** herein. The Lessee may salvage fallen or dead timber; however, no commercial use shall be made of such timber.

### **24. ACCOUNTS AND RECORDS**

a. The Lessee shall maintain complete and accurate records and no later than 120 days following the end of the Lessee's fiscal year shall submit to the Grantor reports and data for the preceding year to include a financial statement for the activity covered by the lease and compiled by an independent certified public accountant or by an independent licensed public accountant certified or licensed by a regulatory authority of a state.

b. The Grantor shall have the right at any time (1) to verify all financial reports and copy the books, correspondence, memoranda, income tax returns and other records of the Lessee and sublessees, if any, and of the records of proprietary or affiliated companies, if any, related to this lease during the period of the lease (This right shall extend for such time thereafter as may be necessary to accomplish such verification, but in no event more than five (5) years after the close of the business year of the Lessee); (2) to require the Lessee to furnish an audited financial statement; or (3) to require the Lessee to furnish an audited statement of gross receipts for the concession operation, including the gross income of any sublease operation, and certification of the accuracy of the reported income.

c. Statements will be prepared by an independent certified public accountant or by a licensed public accountant certified or licensed by a regulatory authority of a state. Audits will be in accordance with the auditing standards and procedures promulgated by the American Institute of Certified Public Accountants. Financial statements requiring audits and accompanied by remarks such as "prepared from client records without audit" are unacceptable. Audited and reviewed financial statements shall contain

appropriate footnotes. The independent licensed or certified public accountant shall include a statement to the effect that the amounts included in the financial report are consistent with those included in the Federal tax returns. If the amounts are not consistent, then a statement showing differences shall be included. An audit of Lessees tax returns is not required.

## 25. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this lease shall protect the project against pollution of its air, ground, and water. The Lessee shall comply promptly with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency, are hereby made a condition of this lease. The Lessee shall require all sanitation facilities on boats moored at the Lessee's facilities, including rental boats, to be sealed against any discharge into the lake. Services for waste disposal, including sewage pump-out of watercraft, shall be provided by the Lessee as appropriate. The Lessee shall not discharge waste or effluent from the property in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Lessee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the Lessee's activities, the Lessee shall be liable to restore the damaged resources.

c. The lessee must obtain approval in writing from the Grantor before any pesticides or herbicides are applied to the premises.

## 26. ENVIRONMENTAL BASELINE SURVEY

Environmental Baseline surveys (EBS) documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, are attached hereto and made a part hereof as **Exhibit G**. Upon expiration, revocation or termination of this lease, another EBS shall be prepared which will document the environmental condition of the property at that time. A comparison of the two surveys will assist the Grantor in determining any environmental restoration requirements. Any such requirements will be completed by the lessee in accordance with the condition on **RESTORATION**.

## **27. HISTORIC PRESERVATION**

The Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural or other cultural artifacts, relics, remains, or objects of antiquity. In the event such items are discovered on the premises, the Lessee shall immediately notify the Grantor and protect the site and the material from further disturbance until the Grantor gives clearance to proceed.

## **28. SOIL AND WATER CONSERVATION**

The Lessee shall maintain, in a manner satisfactory to the Grantor, all soil and water conservation structures that may be in existence upon said premises at the beginning of, or that may be constructed by the Lessee during the term of, this lease, and the Lessee shall take appropriate measures to prevent or control soil erosion within the premises. Any soil erosion occurring outside the premises resulting from the activities of the Lessee shall be corrected as directed by the Grantor.

## **29. LIGHTS, SIGNALS AND NAVIGATION**

There shall be no unreasonable interference with navigation by the exercise of the privileges granted by this lease. If the display of lights and signals on any work hereby authorized is not otherwise provided for by law, such lights and signals as may be prescribed by the Coast Guard or by the Grantor shall be installed and maintained by and at the expense of the Lessee.

## **30. HUNTING AND TRAPPING**

The Lessee shall not hunt or trap or allow hunting or trapping on the premises.

## **31. TRANSIENT USE**

a. Camping, including transient trailers or recreational vehicles, at one or more campsites for a period longer than thirty (30) days during any sixty (60) consecutive day period is prohibited. The Lessee will maintain a ledger and reservation system for the use of any such campsites, said system to be acceptable to the Grantor.

b. Occupying any lands, buildings, vessels or other facilities within the premises for the purpose of maintaining a full- or part-time residence is prohibited, except for employees, residing on the premises, for security purposes, if authorized by the Grantor.

## 32. DISPUTES CLAUSE

a. Except as provided in the Contract Disputes Act of 1978 (41 U.S.C. 601-613) (the Act), all disputes arising under or relating to this lease shall be resolved under this clause and the provisions of the Act.

b. "Claim," as used in this clause, means a written demand or written assertion by the Lessee seeking, as a matter of right, the payment of money in a sum certain, the adjustment of interpretation of lease terms, or other relief arising under or relating to this lease. A claim arising under this lease, unlike a claim relating to that lease, is a claim that can be resolved under a lease clause that provides for the relief sought by the Lessee. However, a written demand or written assertion by the Lessee seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph c.(2) below. The routine request for rental payment that is not in dispute is not a claim under the Act. The request may be converted to a claim under the Act, by this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

c. (1) A claim by the Lessee shall be made in writing and submitted to the Grantor for a written decision. A claim by the Government against the Lessee shall be subject to a written decision by the Grantor.

(2) For Lessee claims exceeding \$100,000, the Lessee shall submit with the claim a certification that:

(i) The claim is made in good faith;

(ii) Supporting data are accurate and complete to the best of the Lessee's knowledge and belief; and

(iii) The amount requested accurately reflects the lease adjustment for which the Lessee believes the Government is liable.

(3) If the Lessee is an individual, the certificate shall be executed by that individual. If the Lessee is not an individual, the certification shall be executed by:

(i) A senior company official in charge at the Lessee's location involved;

or

(ii) An officer or general partner of the Lessee having overall responsibility of the conduct of the Lessee's affairs.

d. For Lessee claims of \$100,000 or less, the Grantor must, if requested in writing by the Lessee, render a decision within 60 days of the request. For Lessee-certified claims over \$100,000, the Grantor must, within 60 days, decide the claim or notify the Lessee of the date by which the decision will be made.

e. The Grantor's decision shall be final unless the Lessee appeals or files a suit as provided in the Act.

f. At the time a claim by the Lessee is submitted to the Grantor or a claim by the Government is presented to the Lessee, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternate dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certification described in paragraph c.(2) of this clause, and executed in accordance with paragraph c.(3) of this clause.

g. The Government shall pay interest on the amount found due and unpaid by the Government from (1) the date the Grantor received the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury, as provided in the Act, which is applicable to the period during which the Grantor receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim. Rental amounts due to the Government by the Lessee will have interest and penalties as set out in the Condition on **CONSIDERATION**.

h. The Lessee shall proceed diligently with performance of the lease, pending final resolution of any request for relief, claim, appeal, or action arising under the lease, and comply with any decision of the Grantor.

### **33. COVENANT AGAINST CONTINGENT FEES**

The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this lease without liability or, in its discretion, to require the Lessee to pay, in addition to the lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **34. OFFICIALS NOT TO BENEFIT**

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefits to arise therefrom. However, nothing herein contained shall be construed to extend to any incorporated company if the lease be for the general benefit of such corporation or company.

#### **35. SEVERAL LESSEES**

If more than one Lessee is named in this lease the obligations of said Lessees herein contained shall be joint and several obligations.

#### **36. MODIFICATIONS**

This lease contains the entire agreement between the parties hereto, and no modification of this agreement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative; and this provision shall apply to this clause as well as all other conditions of this lease.

#### **37. DISCLAIMER**

This instrument is effective only insofar as the rights of the United States in the premises are concerned; and the grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this lease does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), or Section 404 of the Clean Water Act (33 U.S.C. § 1344).

#### **38. MINIMUM WAGE REQUIREMENT (EXECUTIVE ORDER 13658)**

a. Any reference in this section to "prime contractor" or "contractor" shall mean the Lessee and any reference to "contract" shall refer to the Lease.

b. The parties expressly stipulate this contract is subject to Executive Order 13658, the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions.

c. Minimum Wages.

(1) Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any

contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.

**(2)** The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 1, 2015 and December 31, 2015 shall be \$10.10 per hour. The minimum wage shall be adjusted each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all workers subject to the Executive Order beginning January 1 of the following year. If appropriate, the contracting officer, or other agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor Web site). The applicable published minimum wage is incorporated by reference into this contract.

**(3)** The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 10.23), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.

**(4)** The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible therefore shall be liable for the unpaid wages.

**(5)** If the commensurate wage rate paid to a worker on a covered contract whose wages are calculated pursuant to a special certificate issued under 29 U.S.C. 214(c), whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due under the certificate is greater than the Executive Order minimum wage, the contractor must pay the 14(c) worker the greater commensurate wage.

**d. Withholding.** The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to

be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay workers the full amount of wages required by Executive Order 13658.

**e.** Contract Suspension/Contract Termination/ Contractor Debarment. In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.

**f.** The contractor may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

**g.** Nothing herein shall relieve the contractor of any other obligation under Federal, State or local law, or under contract, for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such Federal, State, or local law, or under contract, entitle a contractor to pay less than \$10.10 (or the minimum wage as established each January thereafter) to any worker.

**h.** Payroll Records.

**(1)** The contractor shall make and maintain for three years records containing the information specified in paragraphs (h)(1) (i) through (vi) of this section for each worker and shall make the records available for inspection and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

- (i)** Name, address, and social security number.
- (ii)** The worker's occupation(s) or classification(s).
- (iii)** The rate or rates of wages paid.
- (iv)** The number of daily and weekly hours worked by each worker.

(v) Any deductions made; and

(vi) Total wages paid.

(2) The contractor shall also make available a copy of the contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR part 10 and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct investigations, including interviewing workers at the worksite during normal working hours.

(5) Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulations; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.

i. The contractor (as defined in 29 CFR 10.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

j. Certification of Eligibility.

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.

**(3)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**k.** Tipped employees. In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C. 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the contractor must increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the employee equal the applicable minimum wage under Executive Order 13658. To utilize this proviso:

**(1)** The employer must inform the tipped employee in advance of the use of the tip credit;

**(2)** The employer must inform the tipped employee of the amount of cash wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;

**(3)** The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received); and

**(4)** The employer must be able to show by records that the tipped employee receives at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

**l.** Antiretaliation. It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR part 10, or has testified or is about to testify in any such proceeding.

**m.** Disputes concerning labor standards. Disputes related to the application of Executive Order 13658 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 10. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

n. Notice. The contractor must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

o. If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

IN WITNESS WHEREOF I have hereunto set my hand by authority of the Secretary of the Army this 9th day of September, 2015.



TERRY RUPE  
CHIEF, REAL ESTATE DIVISION  
REAL ESTATE CONTRACTING OFFICER

2015 THIS LEASE is also executed by the Lessee this 27 day of August,

Eddie Sinor  
EDDIE G. SINOR

Carolyn J. Sinor  
CAROLYN J. SINOR

**(b)(6) PII**   
PHONE NUMBER



**NON-COMPLIANCE DEFICIENCIES:**

- a. Repair all electrical wiring and/or associated systems where necessary. All deficient electrical wiring and/or associated systems will be replaced in accordance with National Electric Code and approved by a certified electrician by September 2015.
- b. Correct all Environmental Compliance deficiencies on USACE ERGO report by September 2015.
  - Clean and organize oil/ chemical storage locker east of store - D -
  - Clean small oil spills around shop building in west compound - C -
  - Clean and organize unassociated materials in building east of store and in west compound - D -
  - Label all liquid containers in buildings - D & C -
- c. Remove all non-marina related equipment in open storage area by September 2015 - I -
- d. Repair gasoline system adjacent to the store by December 2015.
- e. Provide an approved design by a structural engineer for the access to the marina slips by December 2015.
- f. Provide safe and adequate access to marina slips by March 2016.
- g. Removal of boat docks N6, N7, and N8 by March 2016.
- h. Removal of all unauthorized enclosed porches on Non-transient trailers by April 2016 - B1 & A9 -
- i. Restore & Remove the unutilized stair access near boat dock N8.

**RENT PAYMENT FORM**

**TULSA DISTRICT  
CORPS OF ENGINEERS**

**PROJECT:** Fort Gibson Lake

**CONCESSION:** Pryor Creek Concession      **LEASE #** DACW56-1-15-317

**REPORTING PERIOD:** \_\_\_\_\_ through \_\_\_\_\_

a) Gross Receipts for this period:		
b) Rent Rate:	X	
c) Rent Amount Due (a x b):		=
d) Boat and Motor Sales:		
e) Rate:	X	1.0%
f) Boat Sales Rent Amount Due (d x e):		=
<b>TOTAL RENT DUE (c + f):</b>		<b>=</b>

The percentage rate for each rental year will be selected from the following RGRS rental rate chart using the line for the total gross receipts of the previous rental year.

<u>GROSS RECEIPTS%</u>	<u>RENT</u>	<u>GROSS RECEIPTS%</u>	<u>RENT</u>
Under \$50,000	2.0%	\$2,600,000 - \$2,800,000	3.4%
\$ 50,000 - \$ 200,000	2.1%	\$2,800,000 - \$3,000,000	3.5%
\$ 200,000 - \$ 400,000	2.2%	\$3,000,000 - \$3,200,000	3.6%
\$ 400,000 - \$ 600,000	2.3%	\$3,200,000 - \$3,400,000	3.7%
\$ 600,000 - \$ 800,000	2.4%	\$3,400,000 - \$3,600,000	3.8%
\$ 800,000 - \$1,000,000	2.5%	\$3,600,000 - \$3,800,000	3.9%
\$1,000,000 - \$1,200,000	2.6%	\$3,800,000 - \$4,000,000	4.0%
\$1,200,000 - \$1,400,000	2.7%	\$4,000,000 - \$4,200,000	4.1%
\$1,400,000 - \$1,600,000	2.8%	\$4,200,000 - \$4,400,000	4.2%
\$1,600,000 - \$1,800,000	2.9%	\$4,400,000 - \$4,600,000	4.3%
\$1,800,000 - \$2,000,000	3.0%	\$4,600,000 - \$4,800,000	4.4%
\$2,000,000 - \$2,200,000	3.1%	\$4,800,000 - \$5,000,000	4.5%
\$2,200,000 - \$2,400,000	3.2%	\$5,000,001 and above	4.6%
\$2,400,000 - \$2,600,000	3.3%		

## **ACTIVITIES TO BE OFFERED**

### **1. Minimum Activities Required by Lessor:**

- a. Furnishing facilities for mooring and docking privately-owned boats
- b. Sale of gasoline and oil
- c. Sale of food, refreshments, fishing tackle, bait, and other supplies

### **2. Optional Activities that may be Offered:**

- a. Rental of boats
- b. Launch and retrieval of boats for storage and/or service purposes
- c. Sale of boats and boat accessories
- d. Servicing, repairing, maintaining, and caring for privately-owned boats.
- e. Sale of miscellaneous recreational related merchandise, fishing licenses, equipment, and accessories
- f. Furnishing guide service and/or charter service
- g. Furnishing a maximum number of 28 transient spaces for camping
- h. Rental of cabins
- i. Furnishing a maximum number of 72 semi-permanent mobile home sites.

Future activities and development identified are included in Use and Development Plan for conceptual purposes. Final approval of facility, activity, or service is subject to Lessee's submittal of plans and approval by the Lessor. Final approval is also subject to completion of all applicable environmental and other requirements, which may include at Lessee's expense an Environmental Assessment (EA) and/or an Environmental Impact Statement (EIS) or other reports, analysis, permits as required by applicable Federal, state, and local laws and regulations.

DEVELOPMENT AND USE PLAN  
GENERAL DESCRIPTION OF STRUCTURES

SITE PLAN IDENTIFICATION

AREA AND DESCRIPTION OF  
FACILITIES

AREA A

CONVENIENCE AND BAIT SHOP

Shop has two attached public restrooms on the northeast corner.

Constructed of cement blocks with a flat roof. Interior is also cement block; 53'X39'

AREA B

STORAGE

Area is a cement block storage structure 12'X11'

AREA C

TOOL SHED

Constructed with galvanized steel – 10'X12"

AREA D

GARAGE AND SHOP BUILDING

Building – 40'X23'

Canopy – 42'X24'

AREA E

STORAGE

Area is an aluminum insulated structure – 10'X12'

AREA F

STORAGE

Constructed with cement blocks – 9¼' X6½'

AREA G

STORM CELLER

Building – 10'X20'

AREA H

OPEN STORAGE

Open area graded and fenced for marina equipment and marina storage

AREA I

COVERED STORAGE

Pole construction with sheet metal siding, one side open - 30'X84' (7 units)

AREA J

COVERED STORAGE

Pole construction with sheet metal siding, one side open – 105'X25' (10 units)

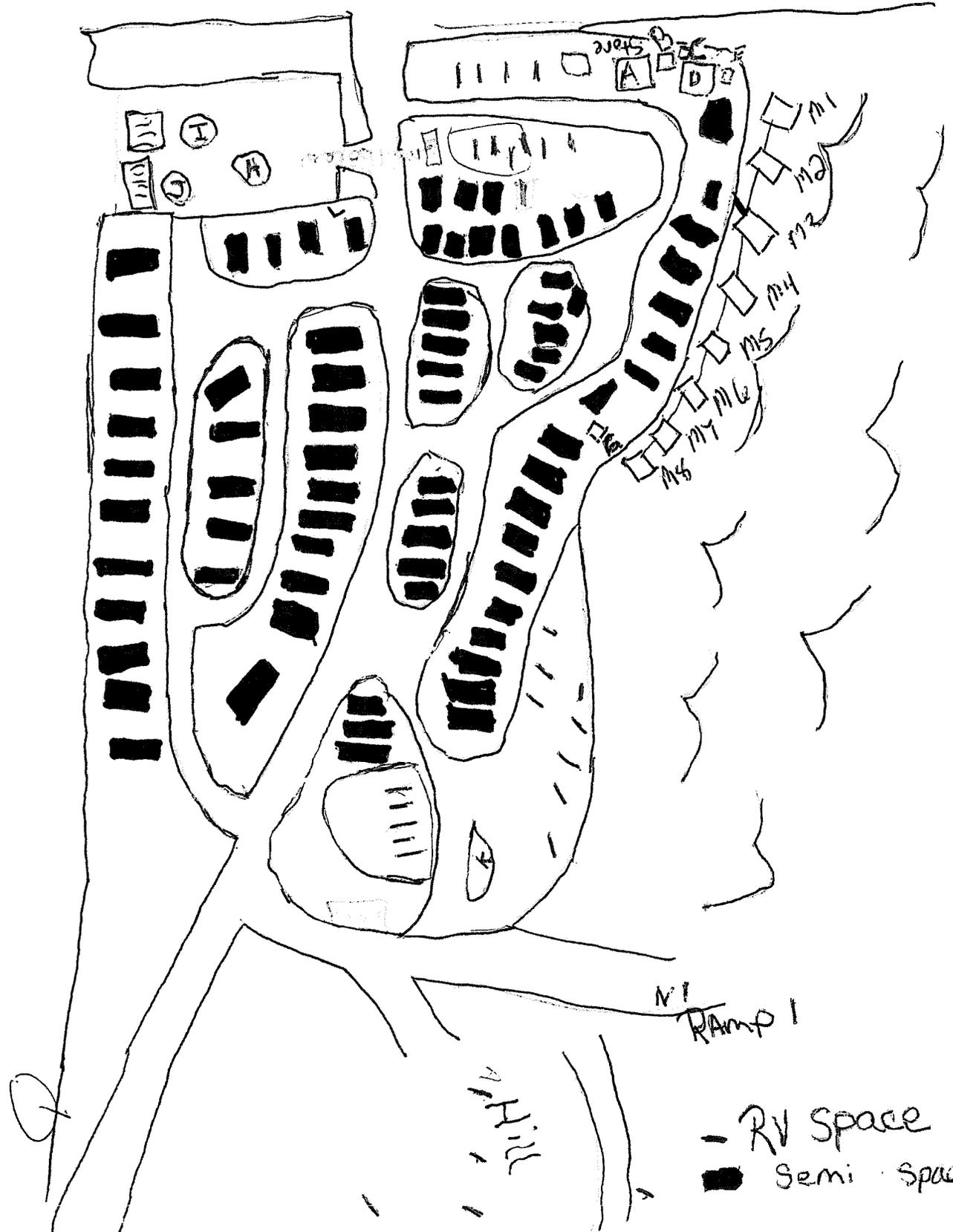
DEVELOPMENT AND USE PLAN  
GENERAL DESCRIPTION OF STRUCTURES (CONTINUED)

SITE PLAN IDENTIFICATION

AREA AND DESCRIPTION OF  
FACILITIES

<u>AREA K</u>	<u>SEWER PUMP FOR SEWER SYSTEM</u> Constructed to support 75 mobile homes and 25 RV sites (100 units)
<u>AREA L</u>	<u>BOAT SALES OFFICE</u>
<u>AREA M</u>	<u>BOAT/ GAS DOCKS</u> (Identified on map) Constructed with 2" pipe and angle iron  Wet slips; <u>Dock 1</u> - Wood breakwater <u>Dock 2</u> - Gas Dock 24' x 30' <u>Dock 3</u> - 6 covered slips 10' x 30' 1 covered slip 12' x 30'; Steel frame and sheet metal roof <u>Dock 4</u> - 6 covered slips 10' x 30' Wood frame and sheet metal roof <u>Dock 5</u> - 4 covered slips 9' x 29' Wood frame and sheet metal roof
<u>AREA N</u>	<u>BOAT RAMP #1</u> Two lane, 20 feet wide; concrete, in good condition at this time
<u>AREA O</u>	<u>BOAT RAMP #2</u> Double wide lane, 20 feet wide, concrete, in good condition located 3 miles south of Boat Ramp #1
<u>AREA P</u>	<u>BOAT RAMP #3</u> One lane, 10 feet wide, concrete and asphalt, in good condition located 7 miles south of boat ramp #2
<u>AREA Q</u>	<u>LEACH FIELD</u> Leach field for septic system. Located .3 miles west of boat ramp #2

HWY 412



- RV Space  
■ Semi Spaces

① # 2 Boat Ramp

Primitive  
Camping

# 3 Boat Ramp

Primitive  
Camping

Exhibit D

5 of 5

## **SIGN PLAN**

1. Reference: EP 310-1-6a & b, U.S. Army Corps of Engineers, Sign Standards Manual
2. Signs in Commercial concessions should comply with the design elements and program requirements of the above referenced Sign Standards Manual.
3. Requests for new or replacement signs within a lease area shall be submitted to the appropriate Lake Manager for review and to ascertain compliance with the Sign Standards Manual. If the signs meet our requirements, the request will be forwarded to the District Sign Coordinator and to the Chief, Real Estate Division for approval.
4. Requests for signs outside of the lease area may be considered for approval. If a proposed sign is warranted and does not interfere with another project use, the sign location may be licensed at fair market rent to the concessionaire for terms no longer than 5 years each. Requests should be submitted to the applicable Lake Manager.
5. The concessionaire is encouraged to develop a sign plan for his leased area. The sign plan should include pertinent information for all signs in the area, including a drawing showing sign locations. At the request of the Lake Manager, the concessionaire will provide a written sign plan, along with the appropriate drawings, to him for review and to ensure compliance with the Corps of Engineers Sign Standards Manual.

# INVENTORY AND CONDITION SURVEY

PROJECT: Fort Gibson Lake

LEASE NO. DACW56-1-15-317

## PART I - LAND

Park or Lessee Name: Chouteau Bend

## PART II - IMPROVEMENTS

	STRUCTURE TYPE	CONDITION
1	Chouteau Bend Road A - 2.5 Mi	Poor
2	Boat Ramp (North) - one Lane, 8 feet wide	Fair
3	Boat Ramp (Central) - Two Lane, 20 feet wide	Good
4	Boat Ramp (South) - Two Lane, 20 feet wide	Good
5	Picnic Tables - 6	Good
6	Utility Tables - 3	Good

## CERTIFICATE

As Lessee of property described in Lease No. DACW56-1-15-317, I hereby certify that the above data are correct and that the improvements are on the land described in said lease.

LESSEE:

Name:

Eddie Sinor  
EDDIE G. SINOR

Name:

Carolyn J. Sinor  
CAROLYN J. SINOR

DATE:

**TULSA DISTRICT  
CERCLA ENVIRONMENTAL BASELINE SURVEY (EBS)**

Project: Ft. Gibson

Title of Action: Commercial Concession

Date of previous PAS/EBS, if any: N/A

1. A comprehensive records search of the project office files, conducted by <sup>(b)(6) USACE Employee Info</sup> \_\_\_\_\_ on 3/25/2008, indicated that storage, release, or disposal (as defined in 40 CFR Part 373) of hazardous material (as defined in 40 CFR Part 302.4):

\_\_\_\_\_ has\*  has not occurred on the property.

\* Documentation supporting any positive findings are provided in the attached EBS Statement of Findings.

**TULSA DISTRICT SECTION**

3. A comprehensive records search of the SWT-OD-TR, or other district files, conducted by the <sup>(b)(6) USACE Employee Info</sup> DEM, \_\_\_\_\_ on 4/2/08, indicated that storage, release, or disposal (as defined in 40 CFR Part 373) of hazardous materials (as defined in 40 CFR Part 302.4):

\_\_\_\_\_ has\*  has not occurred on the property.

\* Documentation supporting all positive findings are provided in the attached EBS Statement of findings.

4. A comprehensive records search of the SWT-RE indicates that storage, release, or disposal (as defined in 40 CFR Part 373) of hazardous materials (as defined in 40 CFR Part 302.4)

5. Recommendations \_\_\_\_\_ has\*  has not occurred on the property .

\* Documentation supporting all positive findings are provided in the attached EBS Statement of Findings.

Proceed with described transactions. Notification on a warranty covenant statements are not required in

transaction documents.

\_\_\_\_\_ Proceed with described transactions. Notification and warranty covenant statements are required in

\_\_\_\_\_ transaction documents as described in 42 USC 9620, 40 CFR 373.

Accepted by: Eddie B. Simon 7-23-2000  
Pryor Creek Concession Date

Approved by: [Signature] 8/5/2014  
Chief, Real Estate Division Date

**From:** (b)(6) USACE Employee Info  
**To:** (b)(6) USACE Employee Info  
**Date:** Monday, July 06, 2015 11:25:16 AM  
**Attachments:** [text\\_0.txt](#)

---

text\_0.txt

Ask Cheif Terry Rupe to give you a copy of the  
Last letter sent to us, signed by both him and the Colonel. Also ask him what it  
means please.

**From:** (b)(6) USACE Employee Info  
**To:** Polk, Jonathan SWI  
**Cc:** (b)(6) USACE Employee Info  
**Subject:** FW: Choteau Bend  
**Date:** Tuesday, July 07, 2015 11:31:22 AM

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The email below from Robert Huber, ODEQ, describes the current situation with the Choteau Bend Marina Sewage system on Fort Gibson Lake

Ida please note the last paragraph. I'm not sure how specific stipulations such as the one Robert suggests can be in Leases but we can certainly reinforce the requirement to comply with all Federal and state Laws, Rules, and Regulations including those enforced by the ODEQ. I'm all for it if we could put the stipulation in the Lease

(b)(6) USACE Emplo  
Environmental Biologist/ECC  
Operations Division  
Tulsa District,  
U S Army Corps of Engineers  
(b)(6) USACE Employee Info

I'm a Biologist, not an Engineer" (paraphrase, Star Trek)

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

**From:** Huber, Robert [<mailto:Robert.Huber@deq.ok.gov>]  
**Sent:** Tuesday, July 07, 2015 9:35 AM  
**To:** (b)(6) USACE Employee Info  
**Cc:** Austin, Rick  
**Subject:** [EXTERNAL] Choteau Bend

(b)(6)

The local ES visited the facility last week. Both lift stations were inoperable, sewage discharging from a clean out to the small lift station (north end of park) and sewage exiting the large lift station. This is a small diameter collection system. In order for it to work properly septic tanks need to be installed for each trailer or possibly two or three trailers on one septic if the trailers are close enough. Small diameter collection systems are not designed to carry solids. I know that the Sinor's don't want to go to the expense of installing septic tanks, but that is only way for the collection system to work properly. The other option would be to replace all of the collection system with 6 or 8 inch line. Septic tanks would be more cost effective.

Rick Austin and Elizabeth Denning will stop by the park today. It would be great if the COE contract required the Sinor's to work with the DEQ to install septic tanks at all trailers within the next 12 months.

If you have questions, let me know.

Robert

**From:** [Carolyn Sinor](#)  
**To:** (b)(6) USACE Employee Info  
**Subject:** [EXTERNAL] I have been thinking, since we spoke earlier today. If you plan to  
**Date:** Thursday, July 09, 2015 4:03:53 PM

---

use the Grandfather ruling to rewrite the lease, we want it. If you plan to do as you have been doing, changing the way our business has been for 32 years, refusing to consider the fact That I, with an MBA did a Business and Marketing Plan for our Business and found it could no

Sent from my iPhone



**DEPARTMENT OF THE ARMY**  
TULSA DISTRICT CORPS OF ENGINEERS  
1645 SOUTH 101<sup>ST</sup> EAST AVENUE  
TULSA, OKLAHOMA 74128-4609

JUL 09 2015

Real Estate Division  
Management

SUBJECT: Fort Gibson Lake, Oklahoma: Oklahoma Department of Environmental Quality (ODEQ) Requirements for Pryor Creek Concession, DACW56-1-10-150

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

Dear Mr. & Mrs. Sinor:

I am writing to inform you Oklahoma Department of Environmental Quality (ODEQ) has contacted the Tulsa District office regarding your non compliance of the sewer system. This deficiency concerns the Tulsa District and we will be monitoring the situation through ODEQ's enforcement office.

It is your responsibility to maintain the premises in a clean and sanitary condition; and protect the Fort Gibson Lake project against pollution. Condition 14. of your lease requires you to comply with all applicable Federal, State, and local laws. Failure to maintain the premises is grounds for action under the terms of the lease and including termination.

We will continue to schedule bi-weekly visits to your facility and we will contact you for the next 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 and sanitary facility for the using public.

Sincerely,

(b)(6) USACE Employee Info

Chief, Management & Disposal Branch  
Real Estate Contracting Officer

CF: CESWT-OD-EG  
Oklahoma Department of Environmental Quality

**From:** [Carolyn Sinor](#)  
**To:** (b)(6) USACE Employee Info  
**Subject:** [EXTERNAL] Page .2  
**Date:** Friday, July 10, 2015 2:58:52 PM

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The location of our business is for fishing, RV and tent camping, boating. You forcing us to pay for a walkway that The Corps personnel knew we had to have mobile homes and rv's to survive, when we bought the concession. They helped us stay in business instead of trying to put us out of business..

Sent from my iPhone

From: (b)(6) USACE Employee Info  
To: [Rupe, Terry D SWT](#)  
Cc: (b)(6) USACE Employee Info ; [Polk, Jonathan SWT](#); (b)(6) USACE Employee Info  
Subject: FW: Chouteau Bend 140027  
Date: Wednesday, July 15, 2015 4:28:41 PM  
Attachments: [140027 south lift station surfacing.jpg](#)  
[140027 sewage at culvert to river.jpg](#)  
[140027 view of culvert location from river.jpg](#)  
[140027 south lift station wide view.jpg](#)

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I received the email below from Robert Huber, ODEQ, today regarding the current status of the sewage system violations at Pryor Creek Concession. In addition, at my request, Robert sent the following statement of compliance dates set by ODEQ on the concession, both within this calendar year.

"Lift stations are to be corrected by July 31, 2015 and the flow meter installed by Dec. 1, 2015".

Not Responsive-Different Project anything we can do to demonstrate support with ODEQ compliance activities will be appreciated by ODEQ.

(b)(6) USACE Employee Info

Environmental Biologist/ECC  
Operations Division  
Tulsa District,  
U.S. Army Corps of Engineers

(b)(6) USACE Employee Info

(b)(6) USACE Employee Info

"I'm a Biologist, not an Engineer" (paraphrase, Star Trek)

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

From: Huber, Robert [<mailto:Robert.Huber@deq.ok.gov>]  
Sent: Wednesday, July 15, 2015 3:27 PM  
To: (b)(6) USACE Employee Info  
Cc: Austin, Rick  
Subject: [EXTERNAL] FW: Chouteau Bend 140027

Photos from Choteau Bend from yesterday. DEQ has a signed CO in the building and it should be executed tomorrow. FYI, I talked with Ms. Sinor yesterday and she indicated that everything had been fixed. Clearly that is not the case. Any assistance would be appreciated.

Give me a call if you want to discuss.

Robert



07.15.2015 11:22



07.15.2015 11:22



07.15.2015 11:24



07.15.2015 11:24

**From:** [Carolyn Sinor](#)  
**To:** (b)(6) USACE Employee Info  
**Subject:** [EXTERNAL] When did (b)(6) USAC Become "Cheif"  
**Date:** Wednesday, July 15, 2015 8:42:28 PM

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We signed a contract with ODEQ they are satisfied

Sent from my iPhone

**From:** [Carolyn Sinor](#)  
**To:** (b)(6) USACE Employee Info  
**Subject:** [EXTERNAL] Septic system  
**Date:** Thursday, July 16, 2015 1:32:00 PM

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The RV spaces next to the water are not being rented yet, although the water has gone down, the septic remains in the tanks until it is dry enough to return the pump motor to operation. Some of the sewer hook --up caps will also have to b replaced.

Nothing is getting into the lake or anything. The ground is still soft in spots .

Sent from my iPhone

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY  
ENVIRONMENTAL COMPLAINTS AND LOCAL SERVICES DIVISION

IN THE MATTER OF:  
EDDIE AND CAROLYN SINOR D/B/A  
CHOUTEAU BEND TRAILER PARK,

RESPONDENTS,

COMPLAINT NO. 140027.

CASE NO. 15-083

OKLAHOMA  
DEPT. OF ENVIRONMENTAL QUALITY

JUL 16 2015

FILED BY: ERay  
HEARING CLERK

ORDER

The parties to this case, the Oklahoma Department of Environmental Quality ("DEQ") and Eddie and Carolyn Sinor d/b/a Chouteau Bend Trailer Park ("Respondents"), agree to this Consent Order ("Order") to resolve certain environmental compliance issues.

This Order supersedes and closes Notice of Violation No. 15-ECLS-NOV-001 issued by DEQ on January 7, 2015.

**FINDINGS OF FACT**

1. On November 19, 2014, DEQ personnel performed an inspection on property located 2 miles East of Hwy 69 on Hwy 412 on the south side of road known as Chouteau Bend Trailer Park. Respondents lease this property from The Army Corps of Engineers. During the inspection, DEQ personnel observed that sewage was surfacing in several areas in the trailer park.

2. On December 15, 2014, DEQ personnel performed an inspection on the above-described property. During the inspection, DEQ personnel observed the following violations:

- (1) Numerous cleanouts without proper caps.
- (2) Sewage overflow at one trailer by the small lift station.

- (3) Alarms not in compliance with current OAC 252:641 regulations.
- (4) Sewage overflow at the air relief valve by the lateral field.
- (5) Water lines and sewer lines were located closer than the required 10 feet separation.
- (6) Water leak in a small line between two trailers.

3. Untreated or improperly treated sewage endangers public health because it contains pathogens, or disease causing organisms, such as bacteria or viruses, and protozoa. Common diseases that can be transmitted by sewage include bacterial diseases (E. coli poisoning, salmonellosis, shigellosis, typhoid, cholera, and bacteria dysentery); viral diseases (polio and hepatitis); and protozoal diseases (amoebic dysentery, cryptosporidiosis, and giardiasis).

4. Untreated or improperly treated sewage can endanger the environment if it enters streams and ponds because the organic material can deplete oxygen, which can kill fish and other aquatic life.

5. On January 7, 2015, DEQ issued NOV No. 15-ECLS-NOV-001 which Respondents received on January 10, 2015, as evidenced by a signed return receipt card. The NOV required Respondents to submit a plan to DEQ by January 25, 2015, detailing how the above-stated violations would be corrected.

6. On February 3, 2015, DEQ received a response to NOV No. 15-ECLS-NOV-001.

7. On February 26, 2015, DEQ personnel performed an inspection on the above-described property. During the inspection, DEQ personnel observed the following violations:

- (1) Two cleanouts without proper caps.
- (2) Sewage overflow at one trailer by the small lift station.
- (3) Alarms not in compliance with current OAC 252:641 regulations.
- (4) Sewage overflow at the air relief valve by the lateral field.

8. On April 22, 2015, DEQ personnel performed an inspection on the above-described property. During the inspection, DEQ personnel observed that sewage was still surfacing at one

trailer by the small lift station and the alarms were not in compliance with current OAC 252:641 regulations.

9. Respondents and DEQ agree that it is beneficial to resolve this matter promptly and by agreement. Therefore, the parties agreed to the terms of this Order on May 8, 2015.

10. Respondents and DEQ waive the filing of a petition or other pleading, and Respondents waive the right to a hearing.

### CONCLUSIONS OF LAW

11. DEQ has regulatory jurisdiction and authority in this matter, and Respondents are subject to the jurisdiction and authority of DEQ under 27A O.S. § 1-3-101(B).

12. Respondents and DEQ are authorized by 75 O.S. § 309(E) and 27A O.S. § 2-3-506(B) to resolve this matter by agreement.

13. **27A O.S. § 2-6-501(D) states:**

The discharge of domestic sewage except to a public or private disposal system approved or authorized by DEQ or the surfacing of effluent from any domestic septic system shall be deemed pollution for purposes of the provisions of Section 2-6-105 of this title.

14. **27A O.S. § 2-6-105 states:**

A. It shall be unlawful for any person to cause pollution of any waters of the state or to place or cause to be placed any wastes in a location where they are likely to cause pollution of any air, land or waters of the state. Any such action is hereby declared to be a public nuisance.

B. If the Executive Director finds that any of the air, land or waters of the state have been, or are being, polluted, the Executive Director shall make an order requiring such pollution to cease within a reasonable time, or requiring such manner of treatment or of disposition of the sewage or other polluting material as may in his judgment be necessary to prevent further pollution. It shall be the duty of the person to whom such order is directed to fully comply with the order of the Executive Director.

DEQ alleges Respondents are in violation of 27A O.S. § 2-6-501(D) and 27A O.S. § 2-6-105 for allowing sewage to surface on the above-described property.

**15. OKLAHOMA ADMINISTRATIVE CODE ("OAC") 252:641-1-3(h) states:**

The designer and the installer shall comply with the required vertical separation distances in Appendix A, Figures 1 and 2, and the horizontal separation distances listed in Appendix E.

DEQ alleges Respondents are in violation of OAC 252:641-1-3(h) for failing to maintain the required 10 feet separation between water lines and sewer lines listed in Appendix E.

**16. OKLAHOMA ADMINISTRATIVE CODE ("OAC") 252:641-1-4(a)(2) states:**

Septic tanks, lift stations, low pressure dosing tanks, flow equalization tanks, aerobic treatment units and lagoons shall be maintained so that they do not leak or overflow.

DEQ alleges Respondents are in violation of OAC 252:641-1-4(a)(2) for allowing sewage to discharge from a valve and failing to maintain the lift stations on the above-described property so that sewage does not surface.

**17. OKLAHOMA ADMINISTRATIVE CODE ("OAC") 252:641-5-2(b) states:**

Cleanouts. For all pipe located upstream of a septic tank, a two-way cleanout or two-way cleanout assembly shall be installed:

- (1) Within five feet (5') from where the plumbing stubs out of the building or appurtenance to the building;
- (2) Within five feet (5') after each change in direction of more than forty-five degrees (45°);
- (3) For each one-hundred-foot interval of straight pipe.

Nothing in this paragraph shall require the installation of more than one (1) two-way cleanout or two-way cleanout assembly per one-hundred-foot (100') section of straight pipe. For purposes of this paragraph, straight pipe is pipe that does not have any change of direction of more than forty-five degrees (45°).

DEQ alleges Respondents are in violation of OAC 252:641-5-2(b) for failing to provide proper caps for the cleanouts on the above-described property.

18. OKLAHOMA ADMINISTRATIVE CODE ("OAC") 252:641-9-3(1)(B) states:

There shall be an alarm set to activate and alert the owner/operator if the pump tank becomes more than one-half (1/2) full.

DFQ alleges Respondents are in violation of OAC 252:641-9-3(1)(B) for failing to ensure that the alarms on the lift stations meet current OAC 252:641 regulations.

ORDER

19. Based on the above paragraphs, Respondents and DEQ agree, and the Executive Director orders as follows:

- a. Respondents agree to upgrade all lift station alarms to meet current OAC 252:641 regulations by ~~July~~ <sup>JULY 31</sup>, 2015. *RAK Gya JTH*
- b. Respondents agree to provide a map of the wastewater collection system and lateral field that shows the location and sizes of sewer lines and the size of the septic tanks and pump tanks by ~~July~~ <sup>JULY 31</sup>, 2015. *RAK Gya JTH*
- c. Respondents agree to repair or replace any part of the on-site sewage treatment system on the above-described property by ~~July~~ <sup>JULY 31</sup>, 2015, to ensure that sewage no longer surfaces. *RAK Gya JTH*
- d. Respondents agree to install a flow meter to measure the daily flow to the lateral field by December 1, 2015. Respondents agrees to record daily wastewater flows and submit the data to DEQ by the 10<sup>th</sup> of each month, beginning on December 10, 2015 and continuing each month thereafter until DEQ advises Respondents the flow data no longer needs to be submitted.
- e. Respondents agree to employ water conservation measures to limit the amount of discharge and ensure that sewage does not flow off the above-described property.

f. Respondents agree to take all necessary steps to prevent sewage from surfacing on the above-described property thereafter.

20. The Oklahoma Environmental Quality Code, 27A O.S. §§ 2-3-502(B) and (K) authorizes DEQ to seek penalties of up to Ten Thousand Dollars (\$10,000.00) per day for each violation of the associated rules. Based on the facts and circumstances of this case, DEQ assesses a total penalty of EIGHT HUNDRED DOLLARS (\$800.00).

DEQ agrees to *waive* this penalty if Respondents comply with the terms of this Order. Respondents agree that within thirty (30) days of receiving written notification from DEQ that the above-stated penalty is not going to be waived due to Respondents' noncompliance with this Order, Respondents agree to pay that amount to DEQ. Payment shall be by check or money order payable to the Oklahoma Department of Environmental Quality (or ODEQ), showing the Case Number of this Order, and delivered to:

Accounts Receivable  
Financial & Human Resources Management  
Department of Environmental Quality  
P.O. Box 2036  
Oklahoma City, OK 73101-2036

21. If Respondents fail to pay any penalty, DEQ may bring a separate action for collection of the penalty in district court. An action by DEQ for the collection of a penalty does not affect Respondents' duty to complete the tasks required by this Order.

#### **GENERAL PROVISIONS**

22. Respondents agree to allow agents of DEQ entry onto Respondents' property, at reasonable times and without advance notice, for the purposes of inspecting, sampling, testing, records review and other authorized activities to assess compliance with Oklahoma statutes and rules and this Order.

29. The requirements of this Order will be considered satisfied and this Order terminated when Respondents receive written notice from DEQ that Respondents have demonstrated that all the terms of the Order have been completed to the satisfaction of DEQ, and that any assessed penalty has been paid.

30. Respondents and DEQ may amend this Order by mutual consent. Such amendments must be in writing and the effective date of the amendments will be the date on which they are filed by DEQ.

31. The individuals signing this Order certify that they are authorized to sign it and to legally bind the parties they represent.

32. This Order becomes effective on the date of the later of the signatures below.

RESPONDENT:

Eddie G. Sinor 6-30-15  
Eddie Sinor Date

OKLAHOMA DEPARTMENT  
OF ENVIRONMENTAL QUALITY:

for Jeremy D. Avram 7-16-15  
for Scott A. Thompson Date  
Executive Director

RESPONDENT:

Carolyn Sinor 6-30-15  
Carolyn Sinor Date

**From:** [Carolyn Sinor](#)  
**To:** (b)(6) USACE Employee Info  
**Subject:** [EXTERNAL] Rachel from ODEQ  
**Date:** Saturday, July 18, 2015 9:57:12 PM

---

Came to "inspect" after the second time the water had covereded  
The area and gone down. much of the ground was still soft and some water standing. She accused pumping sewage  
Tinto the lake. We told her that was not possible, t he pump was not hooked up because of the high water. Septic  
tanks are large enough to hold all for several days. We told her she was seeing It sink not come out of the ground.  
Water and debri sink into the ground.

Sent from my iPhone

**From:** [Carolyn Sinor](#)  
**To:** (b)(6) USACE Employee Info  
**Subject:** [EXTERNAL] That is the contract we signed  
**Date:** Sunday, July 19, 2015 10:52:29 AM

---

I will send one next week if they return it signed to us.  
Sent from my iPhone

**From:** [Carolyn Sinor](#)  
**To:** (b)(6) USACE Employee Info  
**Subject:** [EXTERNAL] DEQ correction  
**Date:** Sunday, July 19, 2015 7:43:44 PM

---

Robin not "Rachel" inspected and accused of pumping  
Into the Lake . The water had not been off the ground long  
Enough for it to dry. The pump was not pumping until  
The area was stable,

Sent from my iPhone

**From:** [Carolyn Sinor](#)  
**To:** (b)(6) USACE Employee Info  
**Subject:** [EXTERNAL] DEQ  
**Date:** Monday, July 20, 2015 3:50:48 PM

---

Received the signed contract. If they did not send you a copy  
I can fax you one or mail it , w.hich is your choice?

Sent from my iPhone

**From:** [Carolyn Sinor](#)  
**To:** (b)(6) USACE Employee Info  
**Subject:** [EXTERNAL] We are in the midst of flood damages  
**Date:** Thursday, July 23, 2015 1:49:30 PM

---

Hope to have most of it fixed Soon, but it keeps raining  
Still flooding around Muskogee, at least we are not there.  
Hope you are not in heat stroke area too.  
Sent from my iPhone

**From:** [Roberts, Dean A SWT](#)  
**To:** (b)(6) USACE Employee Info  
**Cc:** (b)(6) USACE Employee Info  
**Subject:** Fw: Chouteau Bend 140027 (UNCLASSIFIED)  
**Date:** Thursday, July 30, 2015 7:03:30 PM

---

FYI

Dean

Sent from my BlackBerry 10 smartphone.

Original Message

**From:** (b)(6) USACE Employee Info  
**Sent:** Thursday, July 30, 2015 2:30 PM  
**To:** (b)(6) USACE Employee Info  
**Cc:** Polk, Jonathan SWT; Roberts, Dean A SWT  
**Subject:** RE: Chouteau Bend 140027 (UNCLASSIFIED)

Classification: UNCLASSIFIED

Caveats: NONE

(b)(6) US

I went out to Chouteau Bend today and looked at the area. I looked at the sites that were leaking sewage. I could tell where they had leaked in the past but there was no sign of them leaking at this time. I talked to Patricia Clark that is helping run the place. She said as far as she knows they have the leaks all fixed. They have not done anything to meet DEQ's requirement to replace the line with a larger line or put a tank at each trailer. The Ramp that was broken that led down to the Marina Docks has been removed and a cable has been placed across the stairs going down to stop people from going onto the docks at this time. I discussed with her about cleaning up around the shops and getting rid of the solid waste and she said she would continue to work on it. I also talked to her about the chemical storage and getting it straightened up and the old stuff that is no good anymore disposed of. They have done some work on getting new fuel tanks. They have one new tank on site and they said they have another one on order. They have not removed the old tanks yet. They are a long way from having all of the issues corrected but she did seem to want to try to get the issues corrected. I told her I would be back up next month to check on the progress. If you have any questions just let me know.

Thanks

(b)(6) USACE Employee Info

Environmental Specialist

(b)(6) USACE Employee Info

(b)(6) USACE Employee Info

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

**From:** (b)(6) USACE Employee Info  
**Sent:** Wednesday, July 15, 2015 4:28 PM  
**To:** Rupe, Terry D SWT  
**Cc:** (b)(6) USACE Employee Info; Polk, Jonathan SWT; (b)(6) USACE Employee Info  
**Subject:** FW: Chouteau Bend 140027

I received the email below from Robert Huber, ODEQ, today regarding the current status of the sewage system violations at Pryor Creek Concession. In addition, at my request, Robert sent the following statement of compliance dates set by ODEQ on the concession, both within this calendar year.

"Lift stations are to be corrected by July 31, 2015 and the flow meter installed by Dec. 1, 2015".

Not Responsive-Different Project anything we can do to demonstrate support with ODEQ compliance activities will be appreciated by ODEQ.

(b)(6) USACE Employee Info

Environmental Biologist/ECC  
Operations Division  
Tulsa District,  
U.S. Army Corps of Engineers

(b)(6) USACE Employee Info

"I'm a Biologist, not an Engineer" (paraphrase, Star Trek)

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

From: Huber, Robert [<mailto:Robert.Huber@deq.ok.gov>]

Sent: Wednesday, July 15, 2015 3:27 PM

To: (b)(6) USACE Employee Info

Cc: Austin, Rick

Subject: [EXTERNAL] FW: Chouteau Bend 140027

Photos from Choteau Bend from yesterday. DEQ has a signed CO in the building and it should be executed tomorrow. FYI, I talked with Ms. Sinor yesterday and she indicated that everything had been fixed. Clearly that is not the case. Any assistance would be appreciated.

Give me a call if you want to discuss.

Robert

Classification: UNCLASSIFIED

Caveats: NONE