

\*NOTICE REGARDING PUBLIC COMMENTS\*

During the pendency of the Declared Emergency, members of the public who wish to speak to the City Commission on an agenda or non-agenda item as referenced above, must register with the City Clerk's office at least one (1) hour prior to the meeting by calling 405-878-1604 or sending an email to [CityClerk@shawneeok.org](mailto:CityClerk@shawneeok.org) with their name, address, telephone number, and indicate the topic or agenda item upon which they wish to speak. (At this time, to participate in the meeting, individuals will need access to Zoom (<https://zoom.us/j/>)). A link to the meeting will be provided via email to the participant prior to the meeting and the person must be signed into the meeting at the time of Citizens Participation or the Public Hearing item they wish to speak on is called by the Mayor.

For anyone that wishes to view the meeting, it will be broadcasted live on Vyve Channel 3 or via the City of Shawnee's website at [http://www.shawneeok.org/services/video\\_multimedia/city\\_connect\\_live.php](http://www.shawneeok.org/services/video_multimedia/city_connect_live.php).

Members of the City Commission participation:

|                                        |                     |
|----------------------------------------|---------------------|
| Mayor Richard Finley                   | Via Videoconference |
| Commissioner Ed Bolt, Ward 1           | Via Videoconference |
| Commissioner Ron Gillham, Ward 2       | Via Videoconference |
| Vice Mayor James Harrod, Ward 3        | Via Videoconference |
| Commissioner Darren Rutherford, Ward 4 | Via Videoconference |
| Commissioner Mark Sehorn, Ward 5       | Via Videoconference |
| Commissioner Ben Salter, Ward 6        | Via Videoconference |

**AGENDA**  
**BOARD OF CITY COMMISSIONERS**  
**May 18, 2020 AT 6:00 P.M.**  
**VIA VIDEOCONFERENCE**  
**SHAWNEE, OKLAHOMA**

**CALL TO ORDER**

**DECLARATION OF A QUORUM**

1. Citizens Participation

(A three minute limit per person)  
(A twelve minute limit per topic)
2. Consider approval of Consent Agenda:
  - a. Minutes from the May 4, 2020 regular meeting.
  - b. Acknowledge the following reports and minutes:
    - License Payment Report for March 2020
    - Project Payment Report for March 2020
    - Shawnee Urban Renewal Authority from the November 5, 2019 regular meeting and January 22, 2020 Special Call meeting
  - c. Approve renewal of the following agreements for Fiscal Year 2020-2021:
    1. Agreement with React Ambulance Authority for dispatch services.
    2. Agreement with the Independent School District North Rock Creek for police services.
  - d. Acknowledge the Global Spectrum dba Spectra contract for Fiscal Year 2020-2021 for management services of the Heart of Oklahoma Exposition Center.

e. Lake Lease Transfer:

TRANSFER:

Lot 7 Belcher Tract, 15413 Nickens Road

From: Don and Thanna Cline

To: Gregory and Sheri Rhodes, and Zachary and Jennifer Grinnell

3. Consideration of a memorandum of understanding between the City of Shawnee and Central Disposal regarding delay of price increase due to COVID-19 pandemic.
4. Consideration of a resolution declaring it to be a matter of public necessity to acquire certain easements for the purpose of construction and expansion improvements known as the proposed Kickapoo Street Paving Project describing said easements and authorizing the City Manager and the City Attorney to acquire said easements by purchase or by way of eminent domain.
5. Public hearing and consideration of an ordinance to rezone property located at 15226 South School Road, from A-1 (Rural Agricultural District) to A-1 (Rural Agricultural District) with a Conditional Use Permit for a guest cottage. Case No. P07-20, Applicant: Jennie Collins.
6. Acknowledge monthly Sales Tax and Budget Report.
7. New Business  

(Any matter not known or which could not have been reasonably foreseen prior to the posting of the agenda)
8. Commissioners Comments
9. Adjournment

Respectfully submitted

Lisa Lasyone, CMC, City Clerk

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



**Regular Board of Commissioners**

**2. a.**

Meeting Date: 05/18/2020

Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Minutes from the May 4, 2020 regular meeting.

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Attachments

Minutes

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## BOARD OF CITY COMMISSIONERS PROCEEDINGS

MAY 4, 2020 AT 6:00 P.M.

### \*NOTICE REGARDING PUBLIC COMMENTS\*

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Members of the City Commission participation:

|                                        |                     |
|----------------------------------------|---------------------|
| Mayor Richard Finley                   | Via Videoconference |
| Commissioner Ed Bolt, Ward 1           | Via Videoconference |
| Commissioner Ron Gillham, Ward 2       | Via Videoconference |
| Vice Mayor James Harrod, Ward 3        | Via Videoconference |
| Commissioner Darren Rutherford, Ward 4 | Via Videoconference |
| Commissioner Mark Sehorn, Ward 5       | Via Videoconference |
| Commissioner Ben Salter, Ward 6        | Via Videoconference |

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session via videoconference, Monday, May 4, 2020 at 6:00 p.m., pursuant to notice duly posted as prescribed by law at 4:43 p.m. on May 1, 2020. Mayor Finley presided and called the meeting to order. Upon roll call, the following members were in attendance via videoconference.

Richard Finley  
Mayor

Ed Bolt  
Commissioner Ward 1

Ron Gillham  
Commissioner Ward 2

James Harrod  
Commissioner Ward 3-Vice Mayor

Darren Rutherford  
Commissioner Ward 4

Mark Sehorn  
Commissioner Ward 5

Ben Salter  
Commissioner Ward 6

ABSENT: None

AGENDA ITEM NO. 1:

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

There was no Citizens Participation.

AGENDA ITEM NO. 2:

Consider approval of Consent Agenda:

- a. Minutes from the April 20, 2020 regular meeting.
- b. Approval of Single Audit Engagement Letter with Arledge and Associates for audit services.
- c. Authorize City Manager to sign an agreement with Crawford and Associates for accounting, financial management, and consulting services for Fiscal Year 2020-2021.
- d. Approve renewal of the following agreements for Fiscal Year 2020-2021:
  - 1) Agreement with South Central Industries, Inc. for Right-of-way Maintenance Services.
  - 2) Agreement with The Housing Authority of the City of Shawnee for fingerprinting services.
  - 3) Agreement with Pioneer Library Systems for library services, facilities, and maintenance.
  - 4) Agreement with Youth and Family Resource Center, Inc. for Juvenile Services.
  - 5) Agreement with YMCA for use of recreational facilities known as Lions Club Park.
  - 6) Agreement with YMCA for lease of a mower, city property, for maintenance of Lions Club Park.
- e. Mayor's Appointments:

Airport Advisory Board

Scott Lee                      1<sup>st</sup> Full Term                      Expires: July 1, 2023  
*Replaces Will Smallwood – termed out*

Blake White      1<sup>st</sup> Full Term      Expires: July 1, 2023  
*Replaces Bert Humphreys – termed out*

Library Board

Brent Newsom      1<sup>st</sup> Full Term      Expires: June 30, 2023  
*Reappointment*

Planning Commission

Cody Deem      1<sup>st</sup> Full Term      Expires: June 1, 2023  
*Reappointment*

Rachael Melot      1<sup>st</sup> Full Term      Expires: June 1, 2023  
*Reappointment*

Zoning Board of Adjustments

Tim Burg      1<sup>st</sup> Full Term      Expires: June 1, 2023  
*Reappointment*

Vice Mayor Harrod asked that Consent Agenda Item Nos. 2(b) and 2(d)(1) be pulled for separate consideration.

A motion was made by Commissioner Bolt, seconded by Commissioner Rutherford, to approve Consent Agenda Item Nos. 2 (a-e), less items 2(b) and 2(d)(1). Motion carried 7-0.

AYE: Bolt, Rutherford, Sehorn, Salter, Gillham, Harrod, Finley

NAY: None

Regarding Consent Agenda Item No. 2(b), Vice Mayor Harrod explained this was a continuation of an existing bid. City Manager Chance Allison verified the City of Shawnee requested Requests for Qualifications (RFQ) to obtain a qualified audit firm. The RFQ was for five-year pricing which was awarded to Arledge and Associates in 2017.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Bolt, to approve a Single Audit Engagement Letter with Arledge and Associates for audit services. Motion carried 7-0.

AYE: Harrod, Bolt, Gillham, Finley, Rutherford, Sehorn, Salter

NAY: None

Regarding Consent Agenda Item No. 2(d)(1), Vice Mayor Harrod said he wished to abstain from voting on this item.

A motion was made by Rutherford, seconded by Commissioner Bolt, to approve renewal of an agreement with South Central Industries, Inc. for Right-of-way Maintenance Services. Motion carried 6-0-1.

AYE: Rutherford, Bolt, Gillham, Finley, Sehorn, Salter

NAY: None

ABSTAIN: Harrod

AGENDA ITEM NO. 3:

Acknowledge and ratification of the Third Amended Proclamation to declare an emergency within the City Limits and such additional territory as may be described herein, authorizing the actions of the City Manager and Mayor pursuant to State Laws and the Municipal Code of the City of Shawnee.

City Manager Chance Allison explained the Third Amended Proclamation was to reopen and recover safely as guidance set forth by Oklahoma Governor Stitt.

A motion was made by Commissioner Gillham, seconded by Commissioner Sehorn, to acknowledge and ratify the Third Amended Proclamation to declare an emergency within the City Limits and such additional territory as may be described herein, authorizing the actions of the City Manager and Mayor pursuant to State Laws and the Municipal Code of the City of Shawnee. Motion carried 7-0.

AYE: Gillham, Sehorn, Salter, Bolt, Harrod, Finley, Rutherford

NAY: None

AGENDA ITEM NO. 4:

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

There was no New Business.

AGENDA ITEM NO. 5:

Commissioners Comments

Commissioner Bolt urged people to continue to be kind and patient with each other. He encouraged everyone to shop Shawnee and spend money here to keep sales tax coming in.

Commissioner Gillham stated we needed to be concerned about our sales tax. He stated the next quarter will potentially be a bad one.

Vice Mayor Harrod said he was glad things are opening back up and reminded everyone to shop Shawnee. He also thanked everyone for the patience.

Commissioner Rutherford reminded everyone of several points during the COVID-19 pandemic, such as, we are all in this together, be kind - everyone has been affected, follow the CDC guidelines, be respectful of business owners and what they are asking of you, and take precautions as establishments open back up.

Commissioner Sehorn said to shop Shawnee and hopefully tax revenue will not be as bad as we are anticipating. He reminded everyone to be more cautious as things get back to normal and to ease into normalcy.

Commissioner Salter agreed with what the other Commissioners have said.

Mayor Finley said the last census report shows that 52% have completed the form in Pottawatomie County. He encouraged everyone to go online and complete the census form. He said census workers will be going door to door soon and there are still census jobs available.

AGENDA ITEM NO. 6:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (6:14 p.m.)

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RICHARD FINLEY, MAYOR

ATTEST:

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LISA LASYONE, CMC, CITY CLERK

**Regular Board of Commissioners****2. b.**

Meeting Date: 05/18/2020

Reports and Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

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**Information**

Title of Item for Agenda

Acknowledge the following reports and minutes:

- License Payment Report for March 2020
  - Project Payment Report for March 2020
  - Shawnee Urban Renewal Authority from the November 5, 2019 regular meeting and January 22, 2020 Special Call meeting
- 

**Attachments**

License Payment Report

Project Payment Report

SURA 11-05-2019

SURA 01-22-2020

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L I C E N S E . P A Y M E N T R E P O R T  
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PAYMENT DATES: 4/01/2020 TO 4/30/2020  
PAGE:

\*\* LICENSE CODE TOTALS \*\*

| LICENSE CODE | DESCRIPTION                    |    | FEE         | PENALTY | PAYMENT DISTRIBUTION | TOTAL PAID |
|--------------|--------------------------------|----|-------------|---------|----------------------|------------|
|              |                                |    |             |         | TAX INTEREST         |            |
| ALARM        | BURGLAR/FIRE ALARM LICENSE     | 31 | 475.00CR    |         |                      | 475.00     |
| BEERWINE     | BEER AND WINE OCCUPATIONAL TAX | 1  | 450.00CR    |         |                      | 450.00     |
| ELECC        | ELECTRICAL CONTRACTOR          | 5  | 450.00CR    |         |                      | 450.00     |
| LAKELEASE    | LAKE LEASE                     | 18 | 13,158.00CR |         |                      | 13,158.00  |
| MARIJ-2      | COM MARIJUANA GROWER           | 1  | 1,500.00CR  |         |                      | 1,500.00   |
| MARIJ-3      | COM MARIJUANA PROCESSOR        | 1  | 1,500.00CR  |         |                      | 1,500.00   |
| MECHC        | MECHANICAL CONTRACTOR          | 6  | 550.00CR    |         |                      | 550.00     |
| MIXED        | MIXED BEV OCCUPATIONAL TAX     | 1  | 900.00CR    |         |                      | 900.00     |
| PLUMC        | PLUMBING CONTRACTOR            | 4  | 350.00CR    |         |                      | 350.00     |
| SIGN         | SIGN HANGERS LICENSE           | 1  | 75.00CR     |         |                      | 75.00      |
| SNOWC        | SNOW CONE STAND LICENSE        | 1  | 25.00CR     |         |                      | 25.00      |
| SOLIC        | SOLICITOR ANNUAL LICENSE       | 1  | 50.00CR     |         |                      | 50.00      |
| STORM        | STORM CELLAR                   | 1  | 75.00CR     |         |                      | 75.00      |
| TOTAL        |                                |    | 19,558.00CR |         |                      | 19,558.00  |



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PAYMENT DATES: 4/01/2020 TO 4/30/2020

\*\* REPORT CODE TOTALS \*\*

| REPORT CODE | DESCRIPTION                    |    | FEE         | PENALTY | PAYMENT DISTRIBUTION TAX | INTEREST | TOTAL PAID |
|-------------|--------------------------------|----|-------------|---------|--------------------------|----------|------------|
| 111419      | MARIJUANA GROWN UNDER COVER    | 1  | 1,500.00CR  |         |                          |          | 1,500.00   |
| 238210      | Electrical Contractors         | 3  | 300.00CR    |         |                          |          | 300.00     |
| 238220      | Plumbing, Heating, and Air-Con | 8  | 725.00CR    |         |                          |          | 725.00     |
| 238990      | All Other Specialty Trade Cont | 1  | 75.00CR     |         |                          |          | 75.00      |
| 424590      | MARIJUANA MERCHANT WHOLESALERS | 1  | 1,500.00CR  |         |                          |          | 1,500.00   |
| 445299      | All Other Specialty Food Store | 1  | 25.00CR     |         |                          |          | 25.00      |
| 445310      | Beer, Wine, and Liquor Stores  | 2  | 1,350.00CR  |         |                          |          | 1,350.00   |
| 454390      | Other Direct Selling Establish | 2  | 125.00CR    |         |                          |          | 125.00     |
| 522298      | All Other Nondepository Credit | 31 | 475.00CR    |         |                          |          | 475.00     |
| 531190      | Lessors of Other Real Estate P | 18 | 13,158.00CR |         |                          |          | 13,158.00  |
| 624221      | Temporary Shelters             | 1  | 75.00CR     |         |                          |          | 75.00      |
| 999999      | Migrated License               | 3  | 250.00CR    |         |                          |          | 250.00     |
| TOTAL       |                                |    | 19,558.00CR |         |                          |          | 19,558.00  |

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PAYMENT DATES: 4/01/2020 TO 4/30/2020

\*\* FEE CODE TOTALS \*\*

| FEE CODE   | DESCRIPTION                   |    | FEE         | PAYMENT DISTRIBUTION |     |          |           | TOTAL PA |
|------------|-------------------------------|----|-------------|----------------------|-----|----------|-----------|----------|
|            |                               |    |             | PENALTY              | TAX | INTEREST |           |          |
| ALARM      | BURGLAR/FIRE ALARM LICENSE    | 1  | 25.00CR     |                      |     |          | 25.00     |          |
| ALARMRENEW | BURGLAR/FIRE ALARM RENEW      | 30 | 450.00CR    |                      |     |          | 450.00    |          |
| BEERWINER  | BEER AND WINE RENEWAL         | 1  | 450.00CR    |                      |     |          | 450.00    |          |
| ELEC1      | ELECTRICAL CONTRACTOR INITIAL | 2  | 200.00CR    |                      |     |          | 200.00    |          |
| ELEC2      | ELECTRICAL CONTRACTOR RENEW   | 3  | 250.00CR    |                      |     |          | 250.00    |          |
| LAKELEASE  | LAKE LEASE                    | 18 | 13,158.00CR |                      |     |          | 13,158.00 |          |
| MARIJFEE1  | MARIJUANA BASE FEE            | 2  | 3,000.00CR  |                      |     |          | 3,000.00  |          |
| MECH1      | MECHANICAL CONTRACTOR INTIAL  | 2  | 200.00CR    |                      |     |          | 200.00    |          |
| MECH2      | MECHANICAL CONTRACTOR RENEW   | 4  | 350.00CR    |                      |     |          | 350.00    |          |
| MIXER      | MIXED BEVERAGE RENEWAL        | 1  | 900.00CR    |                      |     |          | 900.00    |          |
| PLUM1      | PLUMBING CONTRACTOR INITIAL   | 1  | 100.00CR    |                      |     |          | 100.00    |          |
| PLUM2      | PLUMBING CONTRACTOR RENEW     | 3  | 250.00CR    |                      |     |          | 250.00    |          |
| SIGN       | SIGN HANGERS LICENSE FEE      | 1  | 75.00CR     |                      |     |          | 75.00     |          |
| SNOWC      | SNOW CONE STAND LICENSE FEE   | 1  | 25.00CR     |                      |     |          | 25.00     |          |
| SOLIC      | SOLICITOR ANNUAL LICENSE      | 1  | 50.00CR     |                      |     |          | 50.00     |          |
| STORM      | STORM CELLAR LICENSE FEE      | 1  | 75.00CR     |                      |     |          | 75.00     |          |
| TOTAL      |                               |    | 19,558.00CR |                      |     |          | 19,558.00 |          |

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PAYMENT DATES: 4/01/2020 TO 4/30/2020

\*\* GENERAL LEDGER DISTRIBUTION \*\*

| FUND G/L ACCOUNT | ACCOUNT NAME               | AMOUNT      |
|------------------|----------------------------|-------------|
| 001-4017         | OCCUPATIONAL TAX           | 1,350.00CR  |
| 001-4201         | LICENSES                   | 700.00CR    |
| 001-4210         | REGISTRATIONS              | 1,350.00CR  |
| 001-4218         | MEDICAL MARIJUANA LICENSE  | 3,000.00CR  |
| 001-4601         | LAKESITE LEASES RENTAL REV | 13,158.00CR |
| 799-1023         | BANCFIRST GENERAL ACCT     | 19,558.00   |

05/04/2020 11:35 AM  
STATUS: ALL  
SEGMENT CODES: All  
FEE CODES: All

PROJECT PAYMENT REPORT

PAGE:  
PROJECTS: THRU ZZZZZZZZZZ  
PAYMENT DATES: 4/01/2020 TO 4/30/  
SORTED BY: PRC

\*\* GENERAL LEDGER DISTRIBUTION \*\*

| FUND G/L ACCOUNT | ACCOUNT NAME                  | AMOUNT     |
|------------------|-------------------------------|------------|
| 001-2133         | UBCC FEE PAYABLE              | 180.00CR   |
| 001-4202         | BUILDING PERMITS              | 9,919.52CR |
| 001-4203         | PLUMBING PERMITS              | 5,475.00CR |
| 001-4204         | ELECTRICAL PERMITS            | 250.00CR   |
| 001-4205         | ZONING PERMITS & APPLICATIONS | 90.00CR    |
| 001-4206         | HEATING & A/C PERMITS         | 795.00CR   |
| 001-4249         | OTHER PERMITS                 | 230.00CR   |
| 001-4822         | OTHER MISC. REVENUE           | 22.50CR    |
| 101-4249         | OTHER PERMITS                 | 150.00CR   |
| 501-4510         | WATER TAPS                    | 4,650.00CR |
| 799-1023         | BANCFIRST GENERAL ACCT        | 21,762.02  |



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STATUS: ALL  
SEGMENT CODES: All  
FEE CODES: All

PROJECT PAYMENT REPORT

PAGE:  
PROJECTS: THRU ZZZZZZZZZZ  
PAYMENT DATES: 4/01/2020 TO 4/30/  
SORTED BY: PRC

\*\* SEGMENT CODE TOTALS \*\*

| SEGMENT CODE | DESCRIPTION               | TOTAL PAID  |
|--------------|---------------------------|-------------|
| B1-NEW       | BUILDING CONSTRUCTION NEW | 19,407.52CR |
| B3-REMODEL   | BUILDING CONSTRUCTION REM | 29.50CR     |
| B4-SHELTER   | BUILDING SHELTER          | 59.00CR     |
| B4-STORAGE   | BUILDING STORAGE SHED     | 29.50CR     |
| E3-REMODEL   | ELECTRICAL REMODEL/REPAIR | 272.50CR    |
| M3-REMODEL   | MECHANICAL REMODEL/REPAIR | 715.50CR    |
| P3-REMODEL   | PLUMBING REMODEL          | 654.00CR    |
| X-CURBCUT    | CURBCUT/DRIVEWAY/SIDEWALK | 150.00CR    |
| X-PLATREV    | PLAT REVIEW PRELIM        | 75.00CR     |
| X-SIGN       | SIGN PERMIT               | 150.00CR    |
| X-SWIMPOOL   | SWIMMING POOL PERMIT      | 34.50CR     |
| Z-BOAAPP     | BOA APPLICATION           | 90.00CR     |
| Z-CONDUSE    | CONDITIONAL USE PERMIT    | 45.00CR     |
| Z-OCCUP      | OCCUPANCY PERMIT          | 50.00CR     |
| TOTAL        |                           | 21,762.02CR |

# SHAWNEE URBAN RENEWAL AUTHORITY

## MINUTES OF November 5, 2019

The Board of Commissioners of the ***Shawnee Urban Renewal Authority*** met for a regular meeting Tuesday, November 5, 2019 at 9:00 a.m. in the CDBG Conference Room, 227 N. Broadway, Suite C, Shawnee, Oklahoma.

***Tiffany Barrett*** called the meeting to order at 9:05 a.m.

### AGENDA ITEM NO. 2

#### ROLL CALL:

Roll call was taken showing the following members present:

|              |                 |
|--------------|-----------------|
| Chairman     | Tiffany Barrett |
| Commissioner | Paul Davis      |
| Commissioner | Johnie Maxwell  |

Absent:

|              |                 |
|--------------|-----------------|
| Commissioner | Audra Barksdale |
| Commissioner | Renee` Wortham  |

Also present:

Bryan Logan, Project Manager, SURA  
Karen Drain, Secretary, SURA

A quorum was declared.

### AGENDA ITEM NO. 3

#### APPROVAL OF MINUTES:

A motion to approve the minutes of August 6, 2019 was made by ***Chairman Barrett***, seconded by ***Commissioner Maxwell***. Motion carried with no abstentions.

VOTING YES: Barrett, Maxwell and Davis  
VOTING NO: None

### AGENDA ITEM NO. 4

#### APPROVAL OF CLAIMS:

A motion to approve claims totaling \$ 52,437.30 was made by ***Commissioner Davis***, seconded by ***Commissioner Maxwell***. Motion carried with no abstentions.

VOTING YES: Barrett, Davis and Maxwell  
VOTING NO: None

## **AGENDA ITEM NO. 5**

### **REQUEST FOR APPROVAL: 2020 Schedule of Regular Meetings**

A motion to approve the 2020 Schedule of Regular Meetings was made by ***Commissioner Davis***, seconded by ***Commissioner Maxwell***. Motion carried with no abstentions.

VOTING YES: Barrett, Davis and Maxwell  
VOTING NO: None

## **AGENDA ITEM NO. 6**

### **UPDATE ON PROJECTS:**

***Bryan Logan, Program Manager*** gave the following update:

1. **Home Repair: Foundation**  
Quotes : 4  
**Bid awarded to: Unlimited Design for \$38,900.00- in progress**
2. **Home Repair: Windows**  
Cost Estimate: \$ 6,900.00  
Bids received: 4  
**Bid awarded to: Unlimited Design for \$4,500.00 - Closed at \$5,400.00**
3. **Home Repair: Sewer**  
Quote: 1  
**Bid awarded to: LG Const. for \$ 2,080.00 - Closed at \$4,525.00**
4. **Home Repair: Roof**  
Cost Estimate: \$ 4,900.00  
Bids received: 3  
**Bid awarded to: LG Const. for \$6,205.00 - Closed at \$9,228.00**
5. **Home Repair: Bathroom**  
Cost Estimate: \$ 6,425.00  
Bids received: 1  
**Bid awarded to: LG Const. for \$6,383.00 - Closed at \$6,383.00**
6. **Home Repair: HVAC**  
Quote: 1  
**Bid awarded to: A/C Doctors for \$6,200.00 - Closed at \$6200.00**

- 7. Home Repair: Sewer**  
Cost Estimate: \$ 4000.00  
Bids received: 2  
Bid awarded to: Cowboys Plumbing for \$3500.00 – Closed at \$6,700.00
- 8. Home Repair: HVAC**  
Cost Estimate: \$6300.00  
Bids received: 1  
Bid awarded to: Beauford Const. & Roofing for \$5750.00 – Closed at \$5750.00
- 9. Demo : CDBG**  
Cost Estimate: \$4,750.00  
Bids received: 3  
Bid awarded to: Meier & Sons for \$7,790.00-difference in bid due to detached garage not in cost estimate
- 10. Home Repair: Sewer line**  
Quote: 1  
Bid awarded to: LG Construction for \$4,063.00
- 11. Home Repair: Electrical**  
Quote: 1  
Bid awarded to: Homestead Electric for \$1,800.00 – Closed \$1,800.00
- 12. Home Repair: Roof**  
Cost Estimate: \$6,400.00  
Bids received: 1  
Bid awarded to: LG Construction for \$6,339.00-not started
- 13. Home Repair: Roof, HVAC**  
Cost Estimate: \$17,300.00  
Bids received: 1  
Bid awarded to: Not awarded because of price -getting additional bids
- 14. Home Repair: Found, roof, bath & windows**  
Cost Estimate: \$18,950.00  
Bids received: 2  
Bid awarded to: Unlimited Design Custom Homes for \$21,500.00



**AGENDA ITEM NO. 7  
OLD/NEW BUSINESS:**

There was no old or new business.

**AGENDA ITEM NO. 8  
PROGRAM MANAGER'S REPORT:**

No report

**AGENDA ITEM NO. 9  
ADJOURNMENT**

There being no further business to come before the Board at this time, a motion to adjourn at 9:30 a.m. was made by **Commissioner Maxwell**, seconded by **Commissioner Davis**. Motion carried with no abstentions.

VOTING YES:       Barrett, Davis and Maxwell  
VOTING NO:       None

  
Secretary, Renee Wortham

  
Chairman

## SHAWNEE URBAN RENEWAL AUTHORITY MINUTES OF JANUARY 22, 2020

The Board of Commissioners of the ***Shawnee Urban Renewal Authority*** met for a special call meeting Wednesday, January 22, 2020 at 9:28 a.m. in the CDBG Conference Room, 227 N. Broadway, Suite C, Shawnee, Oklahoma.

***Tiffany Barrett*** called the meeting to order at 9:28 a.m.

### AGENDA ITEM NO. 2

#### ROLL CALL:

Roll call was taken showing the following members present:

|              |                 |
|--------------|-----------------|
| Chairman     | Tiffany Barrett |
| Commissioner | Paul Davis      |
| Commissioner | Audra Barksdale |

Absent: Commissioner Renee' Wortham

Also present:

Bryan Logan, Project Manager, SURA

Karen Drain, Secretary, SURA

A quorum was declared.

### AGENDA ITEM NO. 3

**Consideration of approval to deed the following properties to South Central Industries:**

#### **a. 401 South Chapman, Shawnee, Oklahoma**

Bryan Logan explained these are vacant lots SURA has owned for years. South Central will use the property for Low Income Housing Tax Credit. The property for agenda item 4 will also be used for Low Income Housing Tax Credit.

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

VOTING YES: Barrett, Davis and Barksdale

VOTING NO: None

**b. 311 North Aydelotte, Shawnee, Oklahoma**

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

VOTING YES: Barrett, Davis and Barksdale  
VOTING NO: None

**AGENDA ITEM NO. 4**

**Consideration of approval to deed the following property to Central Oklahoma Community Action Agency (COCAA)**

**a. 227 S. Pennsylvania, Shawnee, Oklahoma**

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

VOTING YES: Barrett, Davis and Barksdale  
VOTING NO: None

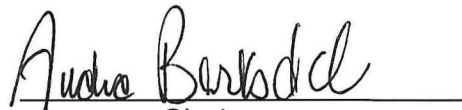
**AGENDA ITEM NO. 5  
ADJOURNMENT**

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

VOTING YES: Barrett, Davis, and Barksdale  
VOTING NO: None



Secretary, Renee' Wortham

  
Chairman

**Regular Board of Commissioners**

**2. c. 1.**

Meeting Date: 05/18/2020

React

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Agreement with React Ambulance Authority for dispatch services.

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Attachments

React Agreement

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## AGREEMENT

THIS AGREEMENT is entered into this 1<sup>st</sup> day of July, 2020 by and between the City of Shawnee, Oklahoma, a municipal corporation (hereinafter the "CITY"), and REACT Ambulance Authority, an Oklahoma Public Trust Authority (hereinafter "REACT").

WITNESSETH:

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

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

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

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

1. The CITY agrees to provide dispatch services for REACT, including both telephone and radio communications to assist REACT in providing emergency service to the citizens of Shawnee.
2. The CITY agrees to be the primary respondent in taking calls on the private emergency line for REACT.
3. The CITY agrees to provide this service in a professional manner commencing on July 1, 2020 and to continue until June 30, 2021.
4. In consideration for the dispatch services provide by the CITY, REACT agrees to pay to the CITY Thirty Thousand Dollars (\$30,000.00) for the term of this Agreement, with payments to be made on a monthly basis in the amount of Two Thousand Five Hundred Dollars (\$2,500.00).
5. Both parties agree that REACT is an independent contractor for purposes of this Agreement and is not an employee of the CITY. REACT shall be responsible for its own insurance, payroll taxes and salaries. Nothing in this Agreement establishes an Agency Relationship or any other legal relationship between REACT and the CITY, other than the provisions stated in this Agreement.
6. Each party agrees to assume all liability and/or costs of litigation arising from the actions of its own employees. Should any liability occur due solely to the actions of an employee of one of the parties, that party agrees to hold the other party harmless from liability and to indemnify the other party for any judgment or costs of litigation, including attorney fees.



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

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

9. This Agreement shall expire June 30, 2021. This Agreement may be renewed or extended by agreement of both parties thereafter.

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

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

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

REACT AMUBLANCE AUTHORITY



Printed Name: Willis Snowden

Title: Director

ATTEST/NOTARY:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE CITY OF SHAWNEE, OKLAHOMA  
A Municipal Corporation

ATTEST:

\_\_\_\_\_  
CHANCE ALLISON, CITY MANAGER

\_\_\_\_\_  
LISA LASYONE, CMC, CITY CLERK

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
JOSEPH M. VORNDRAH, CITY ATTORNEY  
CITY OF SHAWNEE

**Regular Board of Commissioners****2. c. 2.**

Meeting Date: 05/18/2020

NRC Agreement

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

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**Information**

Title of Item for Agenda

Agreement with the Independent School District North Rock Creek for police services.

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**Attachments**NRC Agreement

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NORTH ROCK CREEK  
SCHOOL AGREEMENT

This agreement made and entered into this 1<sup>st</sup> day of July, 2020, by and between the City of Shawnee, Oklahoma, a municipal corporation, hereinafter referred to as the "City", and the Independent School District North Rock Creek of Pottawatomie County, Oklahoma, hereinafter referred to as "District", WITNESSETH:

**PURPOSE:** The purpose of this agreement is to provide for the increased safety and security of North Rock Creek Schools through the placement of a police officer in said school on a full-time basis.

**TERM:** The term of this agreement shall be from the 1<sup>st</sup> day of July, 2020 through the 30<sup>th</sup> day of June, 2021. This agreement shall be for the period of one (1) year.

**ADMINISTRATION:** This agreement shall be administered by the City Manager and the Chief of Police of the City with input from the District administration. These representatives shall be responsible for administering this agreement and shall have the authority to determine the duties to be performed by the officer and the resolution of disputes. The City Manager and the Chief of Police of the City shall receive from District periodic recommendations and suggestions as to needs of the District. These recommendations shall be submitted by the Superintendent of schools for the District.

**DUTIES:** The officer shall be a certified police officer of the City and shall perform those tasks and duties delineated in the schedule of duties as approved by the administrators.

**OFFICER:** District and the City shall have the right to mutually select any officer of their own choosing from those police officers of the City who volunteer for consideration for this duty and District and City shall have the right to substitute another officer should they choose to do so. The officer shall at all times remain as a police officer of City, subject to the immediate supervision of the Chief of Police or his designee.

**EXCLUSIVE USE:** The said officer shall be assigned on a full-time basis to District to serve as a police officer to provide increased safety and security within the buildings known as the North Rock Creek Schools. Full-time will be considered as 8 hours on site duty time. Officer shall serve the District full-time as assigned to the North Rock Creek Schools. Provided that in the event of an emergency as determined by the Chief of Police of city, the City shall have a right to reassign said officer as needed.

**CONSIDERATION:** In consideration for this agreement, District agrees to pay to City \$71,832.15 to cover the salary, uniform allowance and weapons allowance of the police officer. This consideration to remain unchanged unless there are changes of the actual salary or allowances paid to the officer. City shall be responsible for providing the patrol car and any other necessary equipment required by the officer for the performance of their duties.

**LIABILITY:** City agrees that it shall be responsible for any liability arising from the actions of the officer in the same manner and to the same extent as it has liability for the actions of any police officer. Each party shall assume and be responsible for any liability or the costs of litigation arising from actions of its own employees.

**TERMINATION:** This agreement shall be subject to termination upon written notification by either party upon ten (10) days notice.

WITNESS OUR HANDS the day and year first above written.

CITY OF SHAWNEE, SHAWNEE, OKLAHOMA

\_\_\_\_\_  
CHANCE ALLISON, CITY MANAGER

(SEAL)  
ATTEST:

\_\_\_\_\_  
LISA LASYONE, CMC, CITY CLERK

NORTH ROCK CREEK SCHOOLS  
OF POTTAWATOMIE COUNTY, STATE OF  
OKLAHOMA

  
\_\_\_\_\_  
Superintendent

Approved as to form and legality on this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
JOSEPH VORNDRA, CITY ATTORNEY

**Regular Board of Commissioners**

**2. d.**

Meeting Date: 05/18/2020

Spectra

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Acknowledge the Global Spectrum dba Spectra contract for Fiscal Year 2020-2021 for management services of the Heart of Oklahoma Exposition Center.

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Attachments

Spectra Contract

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**MANAGEMENT AGREEMENT**

**between**

**CITY OF SHAWNEE, OKLAHOMA**

**and**

**GLOBAL SPECTRUM, L.P.  
d/b/a SPECTRA VENUE MANAGEMENT**

**Dated: Effective as of August 1, 2019**



## MANAGEMENT AGREEMENT

This Management Agreement is made as of the 1<sup>st</sup> day of August 1, 2019 ("**Effective Date**"), by and between the City of Shawnee, Oklahoma, an Oklahoma Municipal Corporation ("**City**"), and Global Spectrum, LP, a Delaware limited partnership d/b/a Spectra Venue Management ("**Manager**").

### RECITALS

WHEREAS, City owns the Heart of Oklahoma Exposition Center with 152,400 square feet of exhibition space (the "**Expo Center**"), and a fifty-two (52) acre fairgrounds on which the Expo Center is located, which includes an outdoor arena seating 7,500, a 19,200 square foot indoor arena seating 1,000 and an RV park (collectively, the "**Facilities**"); and

WHEREAS, the City desires to engage Manager to manage and operate the Facilities on behalf and for the benefit of the City, and Manager desires to accept such engagement, pursuant to the terms and conditions contained herein; and

NOW THEREFORE, for and in consideration of the foregoing, the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

### ARTICLE 1 DEFINITIONS

Section 1.1. Definitions. For purposes of this Agreement, the following terms have the meanings referred to in this Section:

**Affiliate:** a person or company that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, a specified person or company.

**Agreement:** shall mean this Management Agreement, together with all schedules and exhibits attached hereto (each of which are incorporated herein as an integral part of this Agreement).

**Capital Expenditures:** all expenditures for building additions, alterations, repairs or improvements and for purchases of additional or replacement furniture, machinery, or equipment, where the cost of such expenditure is greater than \$5,000 and the depreciable life of the applicable item is, according to generally accepted accounting principles, is in excess of five (5) years.

**City:** shall have the meaning given to such term in the opening paragraph of this Agreement.

**Commercial Rights:** naming rights, pouring rights, advertising, sponsorships, the branding of food and beverage products for resale, premium seating (including suites, club seats and party suites) and memorial gifts at or with respect to the Facilities and owned or controlled by the City.

**Contribution:** shall have the meaning given to such term in Section 11.3 below.

**CPI:** the "Consumer Price Index" for the local Shawnee area, as published by the United States Department of Labor, Bureau of Labor Statistics or such other successor or similar index.

**Effective Date:** shall have the meaning given to such term in the opening paragraph of this Agreement.

**Emergency Repair:** the repair of a condition which, if not performed immediately, creates an imminent danger to persons or property and/or an unsafe condition at the Facilities threatening persons or property.

**Event Account:** a separate interest-bearing account in the name of the City and under the City's Federal ID number in a local qualified public depository, to be designated by the City, where advance ticket sale revenue is deposited by Manager.

**Event of Force Majeure:** an act of God, fire, earthquake, hurricane, flood, riot, civil commotion, terrorist act, terrorist threat, storm, washout, wind, lightning, landslide, explosion, epidemic, inability to obtain materials or supplies, accident to machinery or equipment, any law, ordinance, rule, regulation, or order of any public or military authority stemming from the existence of economic or energy controls, hostilities or war, a labor dispute which results in a strike or work stoppage affecting the Facilities or services described in this Agreement, or any other cause or occurrence outside the reasonable control of the party claiming an inability to perform and which by the exercise of due diligence could not be reasonably prevented or overcome.

**Existing Contracts:** Service Contracts, Revenue Generating Contracts, and other agreements relating to the day-to-day operation of the Facilities existing as of the Effective Date, as set forth on Exhibit B attached hereto.

**EXPO:** shall mean Shawnee Civic and Cultural Development Authority.

**Facilities:** shall have the meaning given to such term in the Recitals to this Agreement, and shall be deemed to include the entire EXPO grounds property, including the Expo Center, the 7,500 seat outdoor arena, the 19,200 square foot indoor arena, and the RV park, as such areas are identified on Schedule 1 hereto.



**FF&E:** furniture, fixtures and equipment to be procured for use at the Facilities.

**Fixed Management Fee:** the fixed monthly fee the City shall pay to Manager under this Agreement, as more fully described in Section 3.1 of this Agreement.

**Food and Beverage Services:** shall have the meaning given to such term in Section 13.1 hereof.

**General Manager:** the employee of Manager acting as the full-time on-site general manager of the Facilities.

**Incentive Fee:** the contingent fee the City shall pay to Manager under this Agreement, if earned, as more fully described in Section 3.2 below.

**Initial Term:** shall have the meaning given to such term in Section 4.1 of this Agreement.

**Laws:** federal, state, local and municipal laws, statutes, rules, regulations and ordinances.

**Legacy Events:** shall be identified as the Pottawatomie County Free Fair, the Pottawatomie County Junior Livestock Show and the International Finals Youth Rodeo.

**Management-Level Employees:** the General Manager, Assistant General Manager, Business Manager (or employees with different titles performing similar functions), and any department head employed by Manager to perform services at the Facilities (including, if applicable, employees performing the function of the Director of Operations, Director of Sales and Marketing, Director of Security, Finance Director and Event Manager).

**Manager:** shall have the meaning given to such term in the opening paragraph of this Agreement.

**Marketing Plan:** a plan for the advertising and promotion of the Facilities and Facilities events, which may contain but not be limited to the following elements: (i) market research, (ii) market position, (iii) marketing objectives, (iv) marketing strategies, (v) booking priorities, (vi) targeted events - local, regional, national and international, (vii) targeted meetings, conventions and trade shows, (viii) industry advertising campaign, (ix) internal and external support staff, (x) advertising opportunities at the local, regional and national level, (xi) attendance at various trade shows, conventions and seminars, (xii) incentive formulas for multiple event presenters, (xiii) suite and club seat sales, (xiv) merchandising and retail, (xv) food and beverage, (xvi) a plan for the sale of commercial rights, including without limitation naming rights, pouring rights, advertising signage, sponsorships (including event sponsorships), branding of food and beverage products for resale, premium seating (including but not limited to suites and club seats), and memorial gifts, (xvii) a plan regarding national, regional and local public relations and media relations, (xviii)



development of an in-house advertising agency, and (xix) policies regarding the use of trade/barter.

**Net Operating Income/Loss:** shall mean the amount by which Revenue exceeds Operating Expenses (resulting in Net Operating Income), or by which Operating Expenses exceed Revenue (resulting in Net Operating Loss), in the applicable time period.

**Net Operating Income/Loss Benchmark:** shall mean a loss of 497,680. For any Operating Years of less than a full 12-months, the Net Operating Income/Loss Benchmark shall be prorated based on the actual number of days elapsed in such Operating Year out of 365.

**Operating Account:** a separate interest-bearing account in the name of the City and under the City's Federal ID number in a local qualified public depository, to be designated by the City, where Revenue is deposited and from which Operating Expenses are paid.

**Operating Budget:** a line item budget for the Facilities that includes a projection of Revenues and Operating Expenses, presented on a monthly and annual basis.

**Operating Expenses:** all expenses incurred by Manager in connection with its operation, promotion, maintenance and management of the Facilities, and in connection with the provision of Food and Beverage Services and the marketing and sale of Commercial Rights, including but not limited to the following: (i) employee payroll, benefits, relocation costs (for Spectra employees relocating to the Shawnee area to work on-site at the Facility, as opposed to any Facility employees relocating away from the Shawnee area), severance costs, bonus and related costs, (ii) cost of operating supplies, including general office supplies, (iii) advertising, marketing, group sales, and public relations costs, (iv) cleaning expenses, (v) data processing costs, (vi) dues, subscriptions and membership costs, (vii) the Fixed Management Fee, (viii) printing and stationary costs, (ix) postage and freight costs, (x) equipment rental costs, (xi) minor repairs, maintenance, and equipment servicing, not including expenses relating to performing capital improvements or repairs, (xii) security expenses, (xiii) telephone and communication charges, (xiv) travel and entertainment expenses of Manager employees, (xv) cost of employee uniforms and identification, (xvi) exterminator, snow and trash removal costs, if applicable (xvii) computer, software, hardware and training costs, (xviii) parking expenses, (xix) utility expenses, (xx) office expenses, (xxi) ) audit and accounting fees, (xxii) legal fees, (xxiii) all bond and insurance costs, including but not limited to personal property, liability, and worker's compensation insurance, (xxiv) commissions and all other fees payable to third parties (e.g. commissions relating to food, beverage and merchandise concessions services and commercial rights sales), (xxv) cost of complying with any Laws, (xxvi) costs incurred by Manager to settle or defend any claims asserted against Manager arising out of its operations at the Facilities on behalf of City; (xxvii) amount of any deductible or self-insured retention under insurance policies; (xxviii) costs incurred under Service Contracts and other agreements relating to Facilities operations, (xxviii) all costs relating to the provision of the Food and Beverage Services, including costs of goods, labor, licensing and insurance costs; and (xxix) Taxes.

The term "Operating Expenses" does not include debt service on the Facilities, Capital Expenditures, Transition Costs, property taxes, insurance on the Facilities of contents within the Facilities owned by City, or the Incentive Fee, all of which costs shall be borne by City.

**Operating Year:** each twelve (12) month period during the Term commencing on July 1 and ending on June 30, except the initial Operating Year shall commence on August 1, 2019 and end on June 30, 2020.

**Operations Manual:** document to be developed by Manager which shall contain terms regarding the management and operation of the Facilities, including detailed policies and procedures to be implemented in operating the Facilities, as agreed upon by both the City and the Manager.

**Revenue:** all revenues generated by Manager's operation of the Facilities, including but not limited to event ticket proceeds income, rental and license fee income, merchandise income, gross food and beverage income, gross income from any sale of Commercial Rights, gross service income, equipment rental fees, box office income, and miscellaneous operating income, but shall not include event ticket proceeds held by Manager in trust for a third party and paid to such third party.

**Revenue Generating Contracts:** vendor, concessions and merchandising agreements, user/rental agreements, booking commitments, licenses, and all other contracts or agreements generating revenue for the Facilities and entered into in the ordinary course of operating the Facilities.

**Service Contracts:** agreements for services to be provided in connection with the operation of the Facilities, including without limitation agreements for ticketing, web development and maintenance, computer support services, FF&E purchasing services, engineering services, electricity, steam, gas, fuel, general maintenance, HVAC maintenance, telephone, staffing personnel including guards, ushers and ticket-takers, extermination, elevators, stage equipment, fire control panel and other safety equipment, snow removal and other services which are deemed by Manager to be either necessary or useful in operating the Facilities.

**Taxes:** any and all governmental assessments, franchise fees, excises, license and permit fees, levies, charges and taxes, of every kind and nature whatsoever, which at any time during the Term may be assessed, levied, or imposed on, or become due and payable out of or in respect of, (i) activities conducted on behalf of the City at the Facilities, including without limitation the sale of concessions, the sale of tickets, and the performance of events (such as any applicable sales and/or admissions taxes, use taxes, excise taxes, occupancy taxes, employment taxes, and withholding taxes), or (ii) any payments received from any holders of a leasehold interest or license in or to the Facilities, from any guests, or from any others using or occupying all or any part of the Facilities.



**Term:** shall have the meaning given to such term in Section 4.1 of this Agreement.

**“Transition Budget”** shall mean the budget reflecting anticipated Transition Costs attached hereto as Exhibit E.

**“Transition Costs”** shall mean the out-of-pocket costs incurred, or to be incurred, by Manager in connection with its activities related to the transition of management of the Facilities to Manager, as set forth in the Transition Budget.

## **ARTICLE 2 SCOPE OF SERVICES**

### **Section 2.1   Engagement.**

(a) City hereby engages Manager during the Term to act as the sole and exclusive manager and operator of the Facilities, subject to and as more fully described in this Agreement, and, in connection therewith, to perform the services described in Exhibit A attached hereto.

(b) Manager hereby accepts such engagement, and shall perform the services described herein, subject to the limitations expressly set forth in this Agreement and in the Operations Manual.

Section 2.2 Limitations on Manager’s Duties. Manager’s obligations under this Agreement are contingent upon and subject to the City making available, in a timely fashion, the funds budgeted for and/or reasonably required by Manager to carry out such obligations during the Term. Manager shall not be considered to be in breach or default of this Agreement, and shall have no liability to the City or any other party, in the event Manager does not perform any of its obligations hereunder due to failure by the City to timely provide such funds.

## **ARTICLE 3 COMPENSATION**

Section 3.1 Fixed Management Fee. In consideration of Manager’s performance of its services hereunder, City shall pay Manager a Fixed Management Fee. Beginning on the Effective Date and continuing through the first (1<sup>st</sup>) Operating Year, the Fixed Management Fee shall be Ten Thousand Dollars (\$10,000) per month. Beginning in the second (2<sup>nd</sup>) Operating Year, the Fixed Management Fee shall be increased over the Fixed Management Fee from the previous Operating Year in accordance with the percentage increase in the CPI over the previous twelve (12) month period Year (i.e., the difference, expressed as a percentage, between the value of the CPI published most recently prior to the commencement of the preceding Operating Year and the value of the CPI published most recently prior to the commencement of the Operating Year for

which the CPI adjustment will apply). If in any year the CPI decreases, the Fixed Management Fee for that year shall remain flat (and shall not increase or decrease). The Fixed Management Fee shall be payable to Manager in advance, beginning on the Effective Date, and payable on the first (1<sup>st</sup>) day of each month thereafter (prorated as necessary for any partial months). Manager shall be entitled to pay itself such amount from the Operating Account.

Section 3.2 Incentive Fee. In addition to the Fixed Management Fee, Manager shall be entitled to receive an Incentive Fee each full or partial Operating Year of the Term, subject to Section 3.3 below. The Incentive Fee shall be comprised of both a qualitative based fee ("**Qualitative Fee**") and a quantitative based fee ("**Financial Fee**"), as follows:

- (a) Qualitative Fee. Manager shall be eligible to earn a Qualitative Fee of up to twenty five thousand dollars (\$25,000) in each Operating Year (pro-rated for any Operating Years of less than a full 12 months based on the actual number of days elapsed in such Operating Year out of 365). The Qualitative Fee shall be determined by the City, in its reasonable and good faith discretion, based on its evaluation of Manager's performance each Operating Year in each of the following five (5) performance areas (with each area given an equal weighting):

- Community Involvement
- Innovative Sales and Marketing
- Repairs and Maintenance
- Results of Customer Service Surveys
- Stakeholder/Tenant Relationships

Financial Fee. Manager shall be entitled to receive twenty percent (20%) of the improvement each Operating Year in actual Net Operating Loss in such Operating Year over the Net Operating Loss Benchmark. There shall be no cap or maximum limit on the amount of the Financial Fee.

The Incentive Fee earned by Manager (both the Qualitative Fee and Financial Fee) shall be paid to Manager no later than ninety (90) days following the end of each Operating Year.

Section 3.3 Transition Costs. Promptly following the Effective Date (or prior to the Effective Date, as applicable), Manager shall do all things reasonably necessary to transition from the current management of the Facilities to the commencement of its management services hereunder. The City shall reimburse Manager for the Transition Costs from the Contribution (as set forth in Section 11.3 below), in accordance with the Transition Budget. Manager shall invoice the City for such costs, and the City shall pay such costs within thirty (30) days of its receipt of each such invoice. Each invoice to be provided by Manager shall be accompanied by reasonable back-up documentation evidencing the incurrence of the Transition Costs. In lieu of invoicing the City for such costs, Manager may deduct and setoff such costs from the Contribution.



Section 3.4 Late Payments. Manager shall have the right to assess interest on any payments of the fees described in this Section that are not made when due. Such interest shall accrue at the rate of twelve percent (12%) per annum.

#### **ARTICLE 4**

#### **TERM; TERMINATION**

Section 4.1 Term. The initial term of this Agreement (the “**Initial Term**”) shall be for four (4) years and eleven (11) months, beginning on the Effective Date and ending on June 30, 2024. Following the Initial Term, this Agreement may be renewed by the City for an additional five (5) year period, subject to the City providing written notice of such renewal to the Manager no later than March 31, 2024. The Initial Term plus any such renewal period is referred to herein as the “**Term**”.

Section 4.2 Termination. This Agreement may be terminated:

(a) subject to Section 4.3(a) below, by City upon ninety (90) days’ written notice to Manager in the event of a permanent closure of the Facilities, the fact of which is certified by the City in writing to Manager;

(b) by either party upon thirty (30) days written notice, if the other party fails to perform or comply with any of the material terms, covenants, agreements or conditions hereof, and such failure is not cured during such thirty (30) day notification period, provided, however, if such failure cannot reasonably be cured within such thirty (30) day period, then a longer period of time shall be afforded to cure such breach, up to a total of ninety (90) days, provided that the party in default is diligently seeking a cure and the non-defaulting party is not irreparably harmed by the extension of the cure period; or

(c) by either party immediately by written notice upon the other party being judged bankrupt or insolvent, or if any receiver or trustee of all or any part of the business property of the other party shall be appointed and shall not be discharged within one hundred twenty (120) days after appointment, or if either party shall make an assignment of its property for the benefit of creditors or shall file a voluntary petition in bankruptcy or insolvency, or shall apply for bankruptcy under the bankruptcy or insolvency Laws now in force or hereinafter enacted, Federal, State or otherwise, or if such petition shall be filed against either party and shall not be dismissed within one hundred twenty (120) days after such filing.

Section 4.3 Effect of Termination

(a) In the event this Agreement is terminated by the City pursuant to Section 4.2(a), the City shall reimburse Manager for any actual ordinary and necessary expenses incurred by Manager in withdrawing from the provision of services hereunder following such

termination. Such ordinary and necessary expenses shall include costs associated with (i) severance pay, not to exceed six (6) months, for each of Manager's Management-Level Employees, (ii) reasonable household relocation expenses for Manager's Management-Level Employees, to the extent any of such individuals had previously relocated to the Facilities (or its surrounding areas) in connection with this Agreement and (iii) other reasonable costs actually incurred by Manager in withdrawing from the provision of services hereunder, such as those incurred in connection with the termination and/or assignment of Service Contracts, Revenue Generating Contracts, or other contracts or leases entered into by Manager pursuant to this Agreement. The City's payment of such expenses will occur only after Manager has provided reasonable evidence of the incurrence of such expenses. Except for the reimbursement of the above stated expenses, Manager shall have no other right or remedy, at law or in equity, against the City for a termination pursuant to Section 4.2(a), except that, in the event the Facilities re-opens at any time during the Term, this Agreement shall, at the option of Manager, once again become effective and Manager shall manage and operate the Facilities under the terms hereof, except that the Term shall be extended for a period of time in which the Facilities was closed.

(b) Upon termination or expiration of this Agreement for any reason (i) Manager shall promptly discontinue the performance of all services hereunder, (ii) City shall promptly pay Manager all fees due Manager up to the date of termination or expiration (subject to proration if the Term ends other than at the end of the Operating Year), (iii) City shall pay to Manager all Operating Expenses incurred by Manager through the end of the Term that have not previously been paid, including costs of accrued but unused vacation time and other end of employment payments due to Manager's employees whose employment is being terminated Manager, (iv) Manager shall make available to the City all data, electronic files, documents, procedures, reports, estimates, summaries, and other such information and materials with respect to the Facilities as may have been accumulated by Manager in performing its obligations hereunder, whether completed or in process, and (iv) without any further action on part of Manager or City, the City shall, or shall cause the successor Facilities manager to, assume all obligations arising after the date of such termination or expiration, under any Service Contracts, Revenue Generating Contracts, booking commitments and any other Facilities agreements entered into by Manager in furtherance of its duties hereunder. Any obligations of the parties that are specifically intended to survive expiration or termination of this Agreement shall survive expiration or termination hereof.

In the event this Agreement is terminated early by the City under Section 4.2(b) above due to an uncured breach by Manager, the City may setoff and deduct from amounts owed to Manager under Section 4.3(b) above any actual, documented damages incurred by the City as a direct result of Manager's breach. The City shall provide reasonable evidence of such damages to Manager prior to setting off and withholding such amounts.

## **ARTICLE 5**



## **OWNERSHIP; USE OF THE FACILITIES; CITY RIGHTS**

Section 5.1 Ownership of Facilities, Data, Equipment and Materials. The City will at all times retain ownership of the Facilities, including but not limited to real estate, technical equipment, furniture, displays, fixtures and similar property, including improvements made during the Term, at the Facilities. Any data, equipment or materials furnished by the City to Manager or acquired by Manager as an Operating Expense shall remain the property of the City, and shall be returned to the City when no longer needed by Manager to perform under this Agreement. Notwithstanding the above, City shall not have the right to use any third party software licensed by Manager for general use by Manager at the Facilities and other facilities managed by Manager, the licensing fee for which is proportionately allocated and charged to the Facilities as an Operating Expense; such software may be retained by Manager upon expiration or termination hereof. Furthermore, the City recognizes that the Operations Manual to be developed and used by Manager hereunder is proprietary to Manager, and shall belong to Manager at the end of the Term; City shall not use or maintain copies thereof upon the end of the Term.

Section 5.2 Right of Use by Manager. The City hereby gives Manager the right and license to use the Facilities, and Manager accepts such right of use, for the purpose of performing the services herein specified, including the operation and maintenance of all physical and mechanical facilities necessary for, and related to, the operation, maintenance and management of the Facilities. The City shall provide Manager with a sufficient amount of suitable office space in the Facilities and with such office equipment as is reasonably necessary to enable Manager to perform its obligations under this Agreement. In addition, the City shall make available to Manager, at no cost, parking spaces adjacent to the Facilities for all of Manager's full-time employees and for the Facilities' event staff.

Section 5.3 Observance of Agreements. The City agrees to pay, keep, observe and perform all payments, terms, covenants, conditions and obligations under any leases, bonds, debentures, loans and other financing and security agreements to which the City is bound in connection with its ownership of the Facilities.

Section 5.4 Use by the City. Subject to availability, the City shall have the right to use the Facilities or any part thereof rent-free for meetings, seminars, training classes or other non-commercial uses, provided that the City shall promptly reimburse Manager, for deposit into the Operating Account, for any out-of-pocket expenses incurred by Manager (such as the cost of ushers, ticket-takers, set-up and take-down personnel, security expenses and other expenses) in connection with such use. Such non-commercial use of the Facilities by the City shall (i) not compete with or conflict with the dates previously booked by Manager for paying events, (ii) not consist of normally touring attractions (such as concerts and family shows), and (iii) be booked in advance upon reasonable notice to Manager pursuant to the Facilities' approved booking policies. Upon request of the City, Manager shall provide to the City a list of available dates for City use of the Facilities. To the extent that Manager has an opportunity to book a revenue-producing event



on a date which is otherwise reserved for use by the City, Manager may propose alternative dates for the City's event, and the City shall use best efforts to reschedule its event to allow Manager to book the revenue-producing event. For purposes of calculating Manager's Incentive Fee, Manager shall receive a "paper" credit for an amount equal to the difference between the published Facilities rate and the rate (if any) charged to the City for such use of the Facilities.

Section 5.5 Use by/for Legacy Events. Subject to availability of the Facility, the Legacy Events shall have the right to use the Facilities or any part thereof rent-free for up to 7 days each per Operating Year. Each Legacy Event shall contact Manager and mutually agree upon a date in advance of each event.

## **ARTICLE 6 PERSONNEL**

Section 6.1 Generally. All Facilities staff and other personnel shall be engaged or hired by Manager, and shall be employees, agents or independent contractors of Manager (or an Affiliate thereof), and not of the City. Manager shall select, in its sole discretion but subject to City's right to approve the Operating Budget, the number, function, qualifications, and compensation, including salary and benefits, of its employees and shall control the terms and conditions of employment (including without limitation termination thereof) relating to such employees. Manager agrees to use reasonable and prudent judgment in the selection and supervision of such personnel. The City specifically agrees that Manager shall be entitled to pay its employees, as an Operating Expense, bonuses and benefits in accordance with Manager's then current employee manual, which may be modified by Manager from time to time in its sole discretion. A copy of Manager's current employee manual shall be provided to the City upon request. City shall pay all accrued but unused vacation time to its employees whose employment with City is terminating and whose employment with Manager is commencing.

Section 6.2 General Manager. Personnel engaged by Manager will include an individual with managerial experience in similar facilities to serve as a full-time on-site General Manager of the Facilities. Hiring of the General Manager by Manager shall require the prior approval of the City, which approval shall not be unreasonably withheld or delayed; provided, however, in the event of a vacancy in the General Manager position, Manager may, upon notice to the City, temporarily fill such position with an interim General Manager for up to ninety (90) days without the necessity of obtaining the City's approval. The General Manager will have general supervisory responsibility for Manager and will be responsible for day-to-day operations of the Facilities, supervision of employees, and management and coordination of all activities associated with events taking place at the Facilities.

Section 6.3 Non-Solicitation/Non-Hiring. During the Term and for a period of one (1) year after the end of the Term, neither City nor any of its Affiliates shall solicit for employment, or hire the General Manager. The City acknowledges that Manager will spend a considerable amount



of time identifying, hiring and training the General Manager, and that Manager will suffer substantial damages, the exact amount of which would be difficult to quantify, if the City were to breach the terms of this Section by hiring, or soliciting for employment, any of the General Manager. Accordingly, in the event of a breach or anticipated breach of this Section by the City, Manager shall be entitled (in addition to any other rights and remedies which Manager may have at law or in equity, including money damages) to equitable relief, including an injunction to enjoin and restrain the City from continuing such breach, without the necessity of posting a bond.

## **ARTICLE 7 OPERATING BUDGET**

Section 7.1 Establishment of Operating Budget. The parties shall work together on developing a mutually agreeable Operating Budget for the first (1<sup>st</sup>) Operating Year, with the goal of finalizing such budget no later than the Effective Date. Manager agrees that at least 60 days prior to the commencement of each subsequent Operating Year in respect of such year, it will prepare and submit to the City its proposed Operating Budget for such year. Each annual Operating Budget shall include Manager's good faith projection of Revenues and Operating Expenses, presented on a monthly and annual basis, for the upcoming Operating Year. The City agrees to provide Manager with all information in its possession necessary to enable Manager to prepare each Operating Budget.

Section 7.2 Approval of Operating Budget. Each annual Operating Budget shall be subject to the review and approval of the City, which approval shall not be unreasonably withheld or delayed. In order for the City to fully evaluate and analyze such budgets or any other request by Manager relating to income and expenses, Manager agrees to provide to the City such reasonable financial information relating to the Facilities as may be requested by the City from time to time. If extraordinary events occur during any Operating Year that could not reasonably be contemplated at the time the corresponding Operating Budget was prepared, Manager may submit an amendment to such budget for review and approval by the City (which approval shall not be unreasonably withheld or delayed). If the City fails to approve any annual Operating Budget (or any proposed amendment thereto), the City shall promptly provide Manager the specific reasons therefor and its suggested modifications to Manager's proposed Operating Budget or amendment in order to make it acceptable. The parties shall then engage in good faith discussions and use reasonable commercial efforts to attempt to resolve the matter to the mutual satisfaction of the parties, including, if applicable, negotiation of a mutually acceptable modification to the economic terms of this Agreement to enable the Manager to achieve the compensation contemplated by its proposed Operating Budget.

Section 7.3 Adherence to Operating Budget. Manager shall use all reasonable efforts to manage and operate the Facilities in accordance with the Operating Budget. However, City acknowledges that notwithstanding the Manager's experience and expertise in relation to the operation of facilities similar to the Facilities, the projections contained in each Operating Budget are subject to and may be affected by changes in financial, economic and other conditions and circumstances beyond the Manager's control, and Manager shall have no



liability if the numbers within the Operating Budget are not achieved. Manager agrees to notify the City within 30 days of any significant change or variance in the bottom line number in the Operating Budget, and any material increase in total Facilities expenses from that provided for in the Operating Budget. In either such case and if requested by City, Manager agrees to work with City to develop and implement a plan (or changes to the then current plan) to limit Operating Expense to be incurred in the remaining months of such Operating Year with the goal of achieving the Operating Budget.

## **ARTICLE 8 PROCEDURE FOR HANDLING INCOME**

Section 8.1 Event Account. Manager shall deposit as soon as practicable following receipt, in the Event Account, all revenue received from ticket sales and similar event-related revenues which Manager receives in contemplation of, or arising from, an event, pending completion of the event. Such monies will be held in escrow for the protection of ticket purchasers, the City and Manager, to provide a source of funds as required for payments to performers and for payments of direct incidental expenses in connection with the presentation of events that must be paid prior to or contemporaneously with such events. Promptly following completion of such events, Manager shall transfer all funds remaining in the Event Account, including any interest accrued thereon, into the Operating Account. Bank service charges, if any, on such account(s) shall be deducted from interest earned.

Section 8.2 Operating Account. Except as provided in Section 8.1, all Revenue derived from operation of the Facilities shall be deposited by Manager into the Operating Account as soon as practicable upon receipt (but not less often than once each business day). The specific procedures (and authorized individuals) for making deposits to and withdrawals from such account shall be set forth in the Operations Manual, but the parties specifically agree that Manager shall have authority to sign checks and make withdrawals from such account, subject to the limitations of this Agreement, without needing to obtain the co-signature of a City employee or representative.

## **ARTICLE 9 FUNDING**

Section 9.1 Source of Funding. Manager shall pay all items of expense for the operation, maintenance, supervision and management of the Facilities from the funds in the Operating Account, which Manager may access periodically for this purpose. The Operating Account shall be funded with amounts generated by operation of the Facilities (as described in Article 8 above), or otherwise made available by the City. To ensure sufficient funds are available in the Operating Account, City will deposit in the Operating Account, on or before the Effective Date, the budgeted or otherwise approved expenses for the month beginning on the Effective Date. The City shall thereafter, on or before the 1<sup>st</sup> day of each succeeding month following the Effective Date, deposit



(or allow to remain) in the Operating Account the budgeted or otherwise approved expenses for each such month. Manager shall have no liability to the City or any third party in the event Manager is unable to perform its obligations hereunder, or under any third party contract entered into pursuant to the terms hereof, due to the fact that sufficient funds are not made available to Manager to pay such expenses in a timely manner.

Section 9.2 Advancement of Funds. Under no circumstances shall Manager be required to pay for or advance any of its own funds to pay for any Operating Expenses. In the event that, notwithstanding the foregoing, Manager agrees to advance its own funds to pay Operating Expenses, City shall promptly reimburse Manager for the full amount of such advanced funds, plus interest at a rate to be mutually agreed.

## **ARTICLE 10**

### **FISCAL RESPONSIBILITY; REPORTING**

Section 10.1 Records. Manager agrees to keep and maintain, at its office in the Facilities, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its operations in connection with its management of the Facilities. Such records (including without limitation books, ledgers, journals, accounts, reports, invoices and equipment purchase and maintenance records) shall contain all entries reflecting the business operations of Manager under this Agreement. The City or its authorized agent shall have the right to audit and inspect such records from time to time during the Term, upon reasonable notice to Manager and during Manager's ordinary business hours.

Section 10.2 Monthly Financial Reports. Manager agrees to provide to the City, within thirty (30) days after the end of each month during the Term, financial reports for the Facilities including a balance sheet, aging report on accounts receivable, and statement of revenues and expenditures (budget to actual) for such month and year to date in accordance with generally accepted accounting principles, provided however the first financial statement Manager shall provide shall be within thirty (30) days following the second (2<sup>nd</sup>) month of the Term, and shall cover the first two (2) months of the Term. In addition, starting with the second (2<sup>nd</sup>) month of the Term, Manager agrees to provide to the City a summary of bookings for each such month, and separate cash receipts and disbursements reports for each event held at the Facilities during such month. Additionally, Manager shall submit to the City, or shall cause the applicable public depository utilized by Manager to submit to the City, on a monthly basis, copies of all bank statements concerning the Event Account and the Operating Account.

Section 10.3 Audit. Manager agrees to provide to the City, within one hundred twenty (120) days following the end of each Operating Year, a certified audit report on the accounts and records as kept by Manager for the Facilities. Costs associated with obtaining such certified audit report shall be an Operating Expense of the Facilities. Such audit shall be performed by an external auditor approved by the City, and shall be conducted in accordance with generally accepted auditing standards.

## **ARTICLE 11**

### **CAPITAL IMPROVEMENTS; MANAGER CONTRIBUTION**

Section 11.1 Schedule of Capital Expenditures. Manager shall annually, at the time of submission of the annual Operating Budget to the City, provide to the City a schedule of proposed capital improvements to be made at the Facilities, for the purpose of allowing the City to consider such projects and to prepare and update a long-range Capital Expenditure budget. As part of the schedule of improvements the Manager shall provide a prioritization of such improvements with the Manager's best estimate as to the scheduling of such improvements on a year by year basis for the ten (10) years following the annual report.

Section 11.2 Responsibility for Capital Expenditures. The City shall be solely responsible for all Capital Expenditures at the Facilities; provided, however, the City shall be under no obligation to make any Capital Expenditures proposed by Manager, and provided further that Manager shall have no liability for any claims, costs or damages arising out of a failure by the City to make any Capital Expenditures. Notwithstanding the foregoing, Manager shall have the right (but not the obligation), upon notice to the City, to make Capital Expenditures at the Facilities for Emergency Repairs. In such event, the City shall promptly reimburse Manager for the Emergency Repairs cost of such Capital Expenditure.

Section 11.3 Manager Contribution. Manager hereby agrees to contribute three hundred fifty thousand dollars (\$350,000) (the "Contribution") to be used by the City solely for the following purposes: (a) to fund the Transition Expenses, (b) towards the creation of a fund designed to develop, attract and fund events at the Facilities, and/or (c) for other mutually agreed upgrades and revenue-generating improvements at the Facilities. The Contribution shall be made no later than September 30, 2019. The Contribution shall be amortized on a straight line basis over a seven (7) year period (at the rate of 1/84 per month), commencing on the Effective Date. In the event this Agreement terminates or expires prior to the full seven (7) year amortization period (regardless of the reason for expiration or termination, and specifically including if such expiration or termination is due to a breach, default or bankruptcy event by or affecting Manager, or if the Initial Term is not extended for any reason), the City shall within thirty (30) days of such expiration or termination pay to Manager the unamortized amount of the Contribution. Such payment shall be made unconditionally, without setoff or deduction.

## **ARTICLE 12**

### **FACILITIES CONTRACTS; TRANSACTIONS WITH AFFILIATES**

Section 12.1 Existing Contracts. The City shall provide to Manager, on or before the Effective Date, copies of all Existing Contracts. Manager shall administer and assure compliance with such Existing Contracts.



Section 12.2 Execution of Contracts. Manager shall have the right to enter into Service Contracts, Revenue Generating Contracts and other contracts related to the operation of the Facilities, as agent on behalf of the City. Any such material agreements shall contain standard indemnification and insurance obligations on the part of each vendor, licensee or service provider, as is customary for the type of services or obligations being provided or performed by such parties.

Section 12.3 Transactions with Affiliates. In connection with its obligations hereunder relating to the purchase or procurement of services for the Facilities (including without limitation food and beverage services, ticketing services, Commercial Rights sales, web design services and graphic design services), Manager may purchase or procure such services, or otherwise transact business with, an Affiliate of Manager, provided that the prices charged and services rendered by such Affiliate are competitive with those obtainable from any unrelated parties rendering comparable services. Manager shall, at the request of the City, provide reasonable evidence establishing the competitive nature of such prices and services, including, if appropriate, competitive bids from other persons seeking to render such services at the Facilities.

## **ARTICLE 13**

### **FOOD AND BEVERAGE SERVICES**

Section 13.1 Generally. Manager shall have the sole and exclusive right to manage and perform, and Manager hereby agrees to manage and perform, all food and beverage concession and catering service at the Facility ("**Food and Beverage Service**"). Manager may engage sub-contractors to sell food and beverages at the Facility when approved in writing by the City.

Section 13.2 Concession and Catering Areas. Manager shall have the exclusive right to use (or permit a third party to use, as applicable) the concession stands, novelty stands, customer serving locations, food preparation areas, vendor commissaries, kitchen and warehouse facilities, and other food service related areas of the Facilities, together with the improvements, equipment and personal property upon or within such areas, for the purpose of providing the Food and Beverage Service (and providing other duties required of Manager hereunder). The City shall provide, at no cost to Manager, all smallwares and equipment reasonably required by Manager to perform the Food and Beverage Service.

Section 13.3 Food and Beverage Duties. In connection with its management and provision of the Food and Beverage Service, Manager shall:

- (a) Develop and implement all necessary policies and procedures for the food and beverage operations;
- (b) Engage and oversee employees necessary to perform the Food and Beverage Services;

(c) Manage the Food and Beverage Service in compliance with and subject to all federal, state and local laws, ordinances and regulations (including, without limitation, health and sanitation codes and regulations with respect to the sanitation and purity of the food and beverage products for sale);

(d) Arrange for all minor repairs and routine maintenance to the equipment used in the operation of the Food and Beverage Service;

(e) Keep the food and beverage facilities and equipment neat, clean and in a sanitary condition;

(f) Undertake appropriate advertising, marketing and promotion of the food and beverage offerings at the Facilities;

(g) Develop menus, portions, brands, prices, themes and marketing approaches. Manager shall be entitled to set the prices for such items for sale, but Manager agrees to confer with the City Contract Administrator and take the City's views into account prior to setting (or changing) such prices; and

(h) Order, stock, prepare, pay for (as an Operating Expense) and sell appropriate foods and beverages.

Section 13.4 Alcohol Licenses and Permits. Manager agrees to apply for all appropriate alcohol licenses and permits, subject to applicable law. The City shall provide reasonable assistance to Manager in such regard. At the end of the Term, Manager shall without charge to City relinquish its rights in, or terminate (as applicable), the alcohol licenses and permits for the Facility.

Section 13.5 Food and Beverage Revenue and Expenses. All revenue to the Facility from operation of the Food and Beverage Service shall be deemed to be Revenue, and shall be deposited by Manager into the Operating Account. All expenses incurred in connection with the provision of the Food and Beverage Service shall be Operating Expenses, payable by Manager with funds from the Operating Account.

## **ARTICLE 14**

### **AGREEMENT MONITORING AND GENERAL MANAGER**

Section 14.1 Contract Administrator. Each party shall appoint a contract administrator who shall monitor such party's compliance with the terms of this Agreement. Manager's contract administrator shall be its General Manager at the Facilities, unless Manager notifies City of a substitute contract administrator in writing. City shall notify Manager of the name of its contract administrator within thirty (30) days of execution hereof. Any and all references in this Agreement requiring Manager or City participation or approval shall mean the participation or approval of



such party's contract administrator.

## **ARTICLE 15 INDEMNIFICATION**

Section 15.1 Indemnification by Manager. Manager agrees to defend, indemnify and hold harmless the City and its officials, directors, officers, employees, agents, successors and assigns against any claims, causes of action, costs, expenses (including reasonable attorneys' fees) liabilities, or damages (collectively, "**Losses**") suffered by such parties and arising out of or in connection with any (a) negligent act or omission, or intentional misconduct, or failure to comply with Laws, on the part of Manager or any of its employees or agents in the performance of its obligations under this Agreement, or (b) breach by Manager of any of its representations, covenants or agreements made herein.

Section 15.2 Indemnification by the City. City agrees to defend, indemnify and hold harmless Manager, its parent, subsidiary and affiliate companies, and each of their respective directors, officers, employees, agents, successors and assigns, against any Losses suffered by such parties, arising out of or in connection with (a) any negligent act or omission, or intentional misconduct, or failure to comply with Laws, on the part of City or any of its employees or agents in the performance of its obligations under this Agreement, (b) a breach by City of any of its representations, covenants or agreements made herein, including without limitation City's obligation to pay any budgeted or otherwise approved expenses in a timely manner, (c) failure by City to pay any amounts due by City or to otherwise perform any obligations of City under any third party contracts, licenses or agreements entered into by Manager in furtherance of its duties hereunder as authorized hereby; (d) any environmental condition at the Facilities or on or under the premises on which the Facilities is located not caused by Manager, its employees or agents, (e) any structural defect with respect to the Facilities, (f) the fact that any time prior to, as of, or after the date hereof the Facilities is not or has not been in compliance with all Laws, including, but not limited to, the Americans With Disabilities Act as it now exists and as it may be amended in the future by statute or judicial interpretation, (g) any act or omission carried out by Manager at or pursuant to the direction or instruction of City, its agents or employees, (h) any claims relating to the Facilities or its operations accruing or caused by occurrences prior to the Effective Date or following termination or expiration of this Agreement, and (i) any withdrawal liability for a share of unfunded vested benefits under multiemployer plans (as that term is defined in 4001(a)(3) of the Employee Retirement Income Security Act of 1974, as amended).

Section 15.3 Conditions to Indemnification. With respect to each separate matter brought by any third party against which a party hereto ("Indemnitee") is indemnified by the other party ("Indemnitor") under this Article 15, the Indemnitor shall be responsible, at its sole cost and expense, for controlling, litigating, defending and/or otherwise attempting to resolve, through counsel of its choice, any proceeding, claim, or cause of action underlying such matter, except that (a) the Indemnitee may, at its option, participate in such defense or resolution at its expense and through counsel of its choice; (b) the Indemnitee may, at its option, assume control of such

defense or resolution if the Indemnitor does not promptly and diligently pursue such defense or resolution, provided that the Indemnitor shall continue to be obligated to indemnify the Indemnitee hereunder in connection therewith; and (c) neither Indemnitor nor Indemnitee shall agree to any settlement without the other's prior written consent (which shall not be unreasonably withheld or delayed). In any event, Indemnitor and Indemnitee shall in good faith cooperate with each other and their respective counsel with respect to all such actions or proceedings, at the Indemnitor's expense. With respect to each and every matter with respect to which any indemnification may be sought hereunder, upon receiving notice pertaining to such matter, Indemnitee shall promptly (and in no event more than twenty (20) days after any third party litigation is commenced asserting such claim) give reasonably detailed written notice to the Indemnitor of the nature of such matter and the amount demanded or claimed in connection therewith.

Section 15.4 Survival. The obligations of the parties contained in this Article 15 shall survive the termination or expiration of this Agreement.

Section 15.5 Legal Costs. Notwithstanding the other provisions of this Agreement, if legal costs are being incurred by the Manager or the City that are not covered by insurance for a third party claim in respect of which the City is claiming indemnity from the Manager, such legal costs will be considered an Operating Expense unless and until liability of the Manager pursuant to this Agreement is conclusively established by a court of competent jurisdiction with respect to the underlying claim on which the Manager's obligation to indemnify is based. In the event that the liability of the Manager is so conclusively determined, then such legal costs shall be considered as costs of the Manager (and not Operating Expenses) and covered by the indemnity given by the Manager to the City hereunder and the parties shall adjust between them in respect of such legal costs.

## **ARTICLE 16 INSURANCE**

Section 16.1 Types and Amount of Coverage. Manager agrees to obtain insurance coverage in the manner and amounts as set forth in Exhibit D, attached hereto, and shall provide to the City promptly following the Effective Date a certificate of certificates of insurance evidencing such coverage. Manager shall maintain such referenced insurance coverage at all times during the Term, and will not make any material modification or change from these specifications without the prior approval of the City. Each insurance policy shall include a requirement that the insurer provide Manager and the City at least thirty (30) days written notice of cancellation or material change in the terms and provisions of the applicable policy. The cost of all such insurance shall be an Operating Expense.



Section 16.2 Rating; Additional Insureds. All insurance policies shall be issued by insurance companies rated no less than A VIII in the most recent "Bests" insurance guide, and licensed in the State of Oklahoma or as otherwise agreed by the parties. All such policies shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved. The commercial general liability policy, automobile liability insurance policy and umbrella or excess liability policy to be obtained by Manager hereunder shall name City as an additional insured. The workers compensation policy to be obtained by Manager hereunder shall contain a waiver of all rights of subrogation against the City. Manager shall require that all third-party users of the Facilities, including without limitation third-party licensees, ushers, security personnel and concessionaires, provide certificates of insurance evidencing insurance appropriate for the types of activities in which such user is engaged. If Manager subcontracts any of its obligations under this Agreement, Manager shall require each such subcontractor to secure insurance that will protect against applicable hazards or risks of loss as and in the minimum amounts designated herein, and name Manager and the City as additional insureds.

## **ARTICLE 17**

### **REPRESENTATIONS, WARRANTIES AND COVENANTS**

Section 17.1 Manager Representations and Warranties. Manager hereby represents, warrants and covenants to City as follows:

(a) that it has the full legal right, power and authority to enter into this Agreement and to grant the rights and perform the obligations of Manager herein, and that no third party consent or approval is required to grant such rights or perform such obligations hereunder; and

(b) that this Agreement has been duly executed and delivered by Manager and constitutes a valid and binding obligation of Manager, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar Laws affecting creditors' rights generally or by general equitable principles.

(c) that Manager will comply with all Laws applicable to its management of the Facilities, provided that Manager shall not be required to undertake any compliance activity, nor shall Manager have any liability under this Agreement therefor, if such activity requires any Capital Expenditure.

Section 17.2 City Representations, Warranties and Covenants. City represents, warrants and covenants to Manager as follows:

(a) that it has the full legal right, power and authority to enter into this Agreement and to grant the rights and perform the obligations of City herein, and that no other third party consent or approval is required to grant such rights or perform such obligations hereunder.



(b) that this Agreement has been duly executed and delivered by City and constitutes a valid and binding obligation of City, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles.

(c) that the Facilities is, as of the Effective Date, in compliance in all respects with all applicable Laws relating to the construction, use and operation of the Facilities (including, without limitation, Title III of the American with Disabilities Act), and that there exist no structural defects or unsound operating conditions at the Facilities.

## **ARTICLE 18**

### **MISCELLANEOUS**

Section 18.1 PCI Compliance. Manager agrees to comply with all current Payment Card Industry Data Security Standards ("PCI Standards") and guidelines that may be published from time to time by Visa, MasterCard or other associations as they relate to the physical storage of credit card data. For PCI Standards compliance purposes, City will provide on a segmented network, an appropriate number of wired data connections to the Internet for point of sale devices to be used by Manager and any contractors at the Facilities. City shall be responsible for the security of its network, including, without limitation, applicable PCI-DSS compliance, and for procuring and installing point of sale (POS) payment systems that are compliant with the latest PCI-DSS requirements. If at any time either party determines that card account number or other information has been compromised, such party will notify the other immediately and assist in providing notification to the proper parties as deemed necessary.

Section 18.2 No Discrimination. Manager agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, religion, color, sex, disability, national origin, ancestry, physical handicap, or age, and will take affirmative steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, religion, color, sex, disability, national origin, ancestry, physical handicap, or age.

Section 18.3 Use of Facilities Names and Logos. Manager shall have the right to use throughout the Term (and permit others to use in furtherance of Manager's obligations hereunder), for no charge, the name and all logos of the Facilities, on Manager's stationary, in its advertising of the Facilities, and whenever conducting business of the Facilities; provided, that Manager shall take all prudent and appropriate measures to protect the intellectual property rights of the City relating to such logos. All intellectual property rights in any Facilities logos developed by the Manager or the City shall be and at all times remain the sole and exclusive property of the City. Manager agrees to execute any documentation requested by the City from time to time to establish, protect or convey any such intellectual property rights.

Section 18.4 Facilities Advertisements. The City agrees that in all advertisements placed by the City for the Facilities or events at the Facilities, whether such advertisements are in print, on radio, television, the internet or otherwise, it shall include a designation that the Facilities is a "Managed by Spectra".

Section 18.5 Force Majeure; Casualty Loss.

(a) Neither party shall be liable or responsible to the other party for any delay, loss, damage, failure or inability to perform under this Agreement due to an Event of Force Majeure, provided that the party claiming failure or inability to perform provides written notice to the other party within thirty (30) days of the date on which such party gains actual knowledge of such Event of Force Majeure. Notwithstanding the foregoing, in no event shall a party's failure to make payments due hereunder be excusable due to an Event of Force Majeure.

(b) In the event of damage or destruction to a material portion of the Facilities by reason of fire, storm or other casualty loss that renders the Facilities (or a material portion thereof) untenable, the City shall use reasonable efforts to remedy such situation. If notwithstanding such efforts, such damage or destruction is expected to render the Facilities (or a material portion thereof) untenable for a period estimated by an architect selected by the City at Manager's request, of at least one hundred eighty (180) days from the date of such fire, storm or other casualty loss, either party may terminate this Agreement upon written notice to the other, provided that (i) the City shall pay to Manager its costs of withdrawing from services hereunder, as described in Section 4.3(a) above, and (ii) in the event the Facilities once again becomes tenable at any time during the Term, this Agreement shall, at the option of Manager, once again become effective and Manager shall manage and operate the Facilities under the terms hereof, except that the Term shall be extended for a period of time in which the Facilities was closed.

Section 18.6 Assignment; Binding on Successors and Assigns. Neither party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed, except that either party may, without the prior written consent of the other party but upon at least 30 days' written notice to the other party, assign this Agreement in connection with a sale, merger or other business combination involving all or substantially all of its assets or equity interests, and Manager may further assign this Agreement to an Affiliate where such assignment is intended to accomplish an internal corporate purpose of Manager as opposed to materially and substantially altering the method of delivery of services to City. Any purported assignment in contravention of this Section shall be void. This Agreement is binding on successors and permitted assigns of the parties.

Section 18.7 Notices. All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, or by generally recognized, prepaid, overnight air courier services, to the



address and individual set forth below. All such notices to either party shall be deemed to have been provided when delivered, if delivered personally, three (3) days after mailed, if sent by registered or certified mail, or the next business day, if sent by generally recognized, prepaid, overnight air courier services.

If to the City:

City of Shawnee  
16 West 9<sup>th</sup> Street  
Shawnee, OK 74801-6812  
Attn: City Manager

With a copy to:

Stuart & Clover, PLLC  
130 North Broadway, Ste. 100  
Shawnee, OK 74801  
Attn: Joe Vorndran

If to Manager:

Spectra Venue Management  
150 Rouse Blvd.  
Philadelphia, PA 19112  
Attn: President

With a copy to:

Spectra General Counsel  
150 Rouse Blvd.  
Philadelphia, Pennsylvania 19112

The designation of the individuals to be so notified and the addresses of such parties set forth above may be changed from time to time by written notice to the other party in the manner set forth above.

Section 18.8 Severability. If a court of competent jurisdiction determines that any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

Section 18.9 Entire Agreement. This Agreement (including the exhibits attached hereto) contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior negotiations, correspondence, conversations, agreements, and understandings concerning the subject matter hereof. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations, agreements or understandings, whether oral or written.

Section 18.10 Governing Law. The Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Oklahoma, without regard to its conflict of laws principles.

Section 18.11 Amendments. Neither this Agreement nor any of its terms may be changed or modified, waived, or terminated (unless as otherwise provided hereunder) except by an



instrument in writing signed by an authorized representative of the party against whom the enforcement of the change, waiver, or termination is sought.

Section 18.12 Waiver; Remedies. No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. The remedies provided in this Agreement are cumulative and not exclusive of the remedies provided by law or in equity.

Section 18.13 Relationship of Parties. Manager and City acknowledge and agree that they are not joint venturers, partners, or joint owners with respect to the Facilities, and nothing contained in this Agreement shall be construed as creating a partnership, joint venture or similar relationship between City and Manager. In operating the Facilities, entering into contracts, accepting reservations for use of the Facilities, and conducting financial transactions for the Facilities, Manager acts on behalf of and as agent for City (but subject to the limitations on Manager's authority as set out in this Agreement), with the fiduciary duties required by law of a party acting in such capacity.

Section 18.14 No Third Party Beneficiaries. Other than the indemnitees listed in Sections 15.1 and 15.2 hereof (who are third party beneficiaries solely with respect to the indemnification provisions in such sections), there are no intended third party beneficiaries under this Agreement, and no third party shall have any rights or make any claims hereunder, it being intended that solely the parties hereto (and the aforementioned indemnitees with respect to the indemnification provisions hereof) shall have rights and may make claims hereunder.

Section 18.15 Attorneys Fees. If any suit or action is instituted by either party hereunder, including all appeals, the prevailing party in such suit or action shall be entitled to recover reasonable attorney fees and expenses from the non-prevailing party, in addition to any other amounts to which it may be entitled.

Section 18.16 Limitation on Damages. In no event shall either party be liable or responsible for any consequential, indirect, incidental, punitive, or special damages (including, without limitation, lost profits) whether based upon breach of contract or warranty, negligence, strict tort liability or otherwise, and each party's liability for damages or losses hereunder shall be strictly limited to direct damages that are actually incurred by the other party, provided that the foregoing shall not limit or restrict any claim by Manager for the management fees described herein upon a breach or default of this Agreement by City.

Section 18.17 Counterparts; Facsimile and Electronic Signatures. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document. This Agreement may be executed by the parties and

transmitted by facsimile or electronic transmission, and if so executed and transmitted, shall be effective as if the parties had delivered an executed original of this Agreement.

IN WITNESS WHEREOF, each party hereto has caused this Management Agreement to be executed on behalf of such party by an authorized representative as of the date first set forth above.

CITY OF SHAWNEE

GLOBAL SPECTRUM, L.P.,  
d/b/a Spectra Venue Management

By: Global Spectrum, LLC, its general  
partner

By: Chance Allison  
Name: Chance Allison  
Its: Acting City Manager

By: [Signature]  
Name: Brian Rottenberg  
Its: President

**SCHEDULE 1**  
**MAP DEFINING AREAS UNDER MANAGER'S MANAGEMENT**







## **EXHIBIT A MANAGER DUTIES**

Manager's obligations under the Agreement shall consist of the following obligations, all of which are subject to the terms hereof and the controls and restrictions in the Operations Manual:

(a) Manage all aspects of the Facilities in accordance with the Operations Manual and the terms of this Agreement, including but not limited to managing purchasing, payroll, fire prevention, security, crowd control, routine repairs, preventative maintenance, janitorial services, promotions, advertising, energy conservation, security, box office, admission procedures, snow removal and landscaping, parking (if applicable), and general user services.

(b) In consultation with the City and subject to the City's approval, establish and adjust prices, rates and rate schedules for user, license, concessions, occupancy, and advertising agreements, and booking commitments. Manager may deviate from the established rate schedule when entering into any such agreements if determined by Manager, using its reasonable business judgment, to be necessary or appropriate with respect to the specific situation.

(c) Subject to Section 12.2, procure, negotiate, execute, administer and assure compliance with Service Contracts, Revenue Generating Contracts, and other contracts related to the operation of the Facilities.

(d) Require that all material vendors and licensees of the Facilities execute vendor/license agreements containing standard indemnification and insurance obligations on the part of each such vendor/licensee.

(e) Provide standard form advertising and sponsorship contracts and user/rental agreements for use at or with respect to the Facilities. Manager shall submit such form agreements to the City for review and comment, and the parties shall work together to finalize such forms. Once finalized, Manager shall use such forms in furtherance of its duties hereunder, and shall not materially deviate from the terms contained in such forms without obtaining the prior approval of the City (which shall not be unreasonably withheld). Manager's sole responsibility with regard to providing legal advice or assistance hereunder shall be to provide such standard form contracts.

(f) Operate and maintain the Facilities, including the equipment utilized in connection with its operation and any improvements made during the term of this Agreement, in the condition received, normal wear and tear excepted.

(g) Arrange for and otherwise book events at the Facilities in accordance with a booking schedule to be developed by Manager.

(h) Hire or otherwise engage, pay, supervise, and direct all personnel Manager deems necessary for the operation of the Facilities in accordance with Article 6 of the Agreement, and conduct staff planning, retention and training programs as determined to be necessary by Manager in its sole discretion, or as required by Law.

(i) Maintain detailed, accurate and complete financial and other records of all its activities under this Agreement in accordance with generally accepted accounting principles, which records shall be made available to the City upon request, in accordance with Section 10.1 of the Agreement.

(j) Submit to the City in a timely manner financial and other reports detailing Manager's activities in connection with the Facilities, as set forth in Section 10.2 of the Agreement.

(k) Prepare a proposed annual Operating Budget and submit such proposed budget to the City, both in accordance with Article 7 of the Agreement.

(l) Pay all Operating Expenses and other expenses incurred in connection with the operation, maintenance, supervision and management of the Facilities from the Operating Account or with funds otherwise made available by the City.

(m) Secure, or assist the City (or any other third party, as applicable) to secure, all licenses and permits necessary for the operation and use of the Facilities for the specific events to be held therein, and for the general occupancy of the Facilities, including without limitation all necessary food and liquor licenses, and renewals thereof. The City shall cooperate in this process to the extent reasonably required. All costs associated with this process shall be Operating Expenses.

(n) Collect, deposit and hold in escrow in the Event Account any ticket sale revenues which it receives in the contemplation of or arising from an event pending the completion of the event, as more fully described in Section 8.1 of the Agreement.

(o) Collect in a timely manner and deposit in the Operating Account all Revenue, as more fully described in Section 8.2 of the Agreement.

(p) Subject to the City making available sufficient funds in a timely manner, pay all Taxes.

(q) Plan, prepare, implement, coordinate and supervise all public relations and other promotional programs for the Facilities.

(r) Prepare, maintain and implement on a regular basis, subject to the City's approval, a Marketing Plan for the Facilities.



(s) Market and sell Commercial Rights at or in connection with the Facility.

(t) On an annual basis, cause a written inventory to be taken of all furniture, fixtures, office equipment, supplies, tools and vehicles at the Facilities, and deliver a written report of the foregoing to City. Manager shall document all major damage to, or loss in, such inventory during the Term as soon as such damage or loss is discovered by Manager, and Manager shall promptly notify City of any such damage or loss.

(u) Purchase, on behalf of the City and with City funds, and maintain during the Term, all materials, tools, machinery, equipment and supplies necessary for the operation of the Facilities. Manager and the City shall jointly conduct an initial inventory of FF&E at the Facilities within thirty (30) days of the Effective Date, and Manager shall thereafter, on an annual basis within thirty (30) days of the start of each Operating Year, conduct an inventory of FF&E at the Facilities, noting for the City which items were removed due to loss, damage or irrelevance.

(v) As agent for the City, manage risk management and Facilities insurance needs, as more fully described in Article 16 of the Agreement.

(w) Make and be responsible for all routine and minor repairs, maintenance, preventative maintenance, and equipment servicing. Manager shall be responsible for ensuring that all repairs, replacements, and maintenance shall be of a quality and class at least equal to that of the item being repaired, replaced or maintained. Any replacement of an item in inventory, or any new item added to the inventory, which is paid for by the City, shall be deemed the property of the City.

(x) Cause such other acts and things to be done with respect to the Facilities, as determined by Manager in its reasonable discretion to be necessary for the management and operation of the Facilities following the Effective Date.

**EXHIBIT B**  
**EXISTING CONTRACTS**

2019 Contracted Events  
as of June 13<sup>th</sup> 2019

|                              |                                             |                                                                                                                                                                                                                                  |
|------------------------------|---------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2 Sisters Flea Market        | August 2 <sup>nd</sup> - 3 <sup>rd</sup>    | \$385 per day<br>+ \$4 Tables/\$.50 Chairs                                                                                                                                                                                       |
| Muskogee Cat Show            | August 3 <sup>rd</sup> - 4 <sup>th</sup>    | \$385 per day<br>+ \$200 AC if used<br>+ \$4 Tables/\$.50 Chairs<br>+ Security (not our \$)                                                                                                                                      |
| Community Renewal Conference | August 9 <sup>th</sup> - 10 <sup>th</sup>   | \$125 per day<br>Tables/Chairs @ \$NC                                                                                                                                                                                            |
| C&L Antique Arms             | August 9 <sup>th</sup> - 11 <sup>th</sup>   | \$865 per day<br>+ \$4 Tables/\$.50 Chairs                                                                                                                                                                                       |
| Comic Con                    | August 17 <sup>th</sup> - 18 <sup>th</sup>  | \$865 per day<br>+ \$25 per booth charge<br>*If we do ticket sales 12% w/<br>Building @ \$NC                                                                                                                                     |
| Labor Day Boer Goat Sale     | Aug 30 <sup>th</sup> - 31 <sup>st</sup>     | \$385 per day<br>+ \$4 Tables/\$.50 Chairs<br>+ Pipe & Drape @ \$2 per ft<br>+ PA System @ \$60 per day<br>+ \$85 Announcers Stand/Sale<br>Ring (one time chrg)<br>+ Pens \$5 per pen (one time chrg)<br>+ Security (not our \$) |
| OK Quarter Horse Show        | Aug 31 <sup>st</sup> - Sept 1 <sup>st</sup> | Bid \$2,860.00                                                                                                                                                                                                                   |
| Baptist Campers              | Sept 10 <sup>th</sup> - 11 <sup>th</sup>    | RV per rig per night \$16<br>+ GSW use \$125 (one time chrg)                                                                                                                                                                     |
| 2 Sisters Flea Market        | Sept 13 <sup>th</sup> - 14 <sup>th</sup>    | \$385 per day<br>+ \$4 Tables/\$.50 Chairs                                                                                                                                                                                       |



|                              |                                          |                                                                                                                                                             |
|------------------------------|------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Bully's Unlimited            | Sept 21 <sup>st</sup>                    | \$522.50 Bldg Rental<br>+ \$4 Tables/\$.50 Chairs<br>+ (2) 5 row bleachers \$60 each<br>+ Security (not our \$)                                             |
| HERPS Reptile Show           | Sept 14 <sup>th</sup> - 15 <sup>th</sup> | \$865 per day<br>+ \$4 Tables/\$.50 Chairs                                                                                                                  |
| Central OK Com. Action Band. | Sept 27 <sup>th</sup>                    | \$345<br>+ \$4 Tables/\$.50 Chairs<br>+ Screen/Projector \$300 if used                                                                                      |
| National British White       | Sept 27 <sup>th</sup> - 28 <sup>th</sup> | \$715 per day + \$125 per day<br>+ \$60 PA System (per day)<br>+ \$25 per pen (40 expected)<br>+ \$5 per 10 ft Tie Rail                                     |
| Monkey Business Sale         | Oct 3 <sup>rd</sup> - 5 <sup>th</sup>    | \$865 per day<br>+ \$4 Tables/\$.50 Chairs                                                                                                                  |
| 2 Sisters Flea Market        | Oct 4 <sup>th</sup> - 5 <sup>th</sup>    | \$385 per day<br>+ \$4 Tables/\$.50 Chairs                                                                                                                  |
| Good SAMSRV Rally            | Oct 6 <sup>th</sup> - 12 <sup>th</sup>   | RV per rig per night \$17<br>Conf Center, GSW, Otto Krause<br>ALL INCLUDED @ \$NC                                                                           |
| Girls Night Out Hog Show     | Oct 12 <sup>th</sup>                     | \$385 per day<br>+ \$200 AC/Heat if used<br>+ \$4 Tables/\$.50 Chairs<br>+ \$5 per pen (one time chrg)<br>+ \$60 5 row bleachers<br>+ Security (not our \$) |
| OK Quarter Horse Show        | Oct 12 <sup>th</sup> - 13 <sup>th</sup>  | Bid \$2,860.00                                                                                                                                              |

|                          |                                         |                                                                                                                                                                                  |
|--------------------------|-----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Boxer Club of Oklahoma   | Oct 17 <sup>th</sup> - 18 <sup>th</sup> | Each Sec of Otto Krause is Quoted \$ wise in case<br>+ PA System \$60 per day<br>+ \$4 Tables/\$.50 Chairs<br>+ Pens \$5 each<br>+ Stage @ \$NC<br>+ RV Rentals @ \$25 per night |
| Seminole Kennel Club     | Oct 19 <sup>th</sup> - 20 <sup>th</sup> | *Same as Above                                                                                                                                                                   |
| Circle L Productions     | Oct 19 <sup>th</sup> - 20 <sup>th</sup> | Barn Sections Quoted \$<br>+ Stalls @ \$10 per stall<br>+ PA System @ \$60 per day                                                                                               |
| 2 Sisters Craft Show     | Oct 19 <sup>th</sup> - 20 <sup>th</sup> | \$605 per day<br>+ \$4 Tables/\$.50 Chairs<br>+ 10x10 booth set up \$25 each                                                                                                     |
| Maria Garcia Quinceanera | Oct 26 <sup>th</sup>                    | \$605 per day<br>+ \$150 set up clean up<br>+ \$ Dance Floor if Needed                                                                                                           |
| Triangle Horse Sale      | Oct 24 <sup>th</sup> - 26 <sup>th</sup> | Bid "Attached"                                                                                                                                                                   |
| 2 Sisters Flea Market    | Nov 1 <sup>st</sup> - 2 <sup>nd</sup>   | \$385 per day<br>+ \$4 Tables/\$.50 Chairs                                                                                                                                       |
| NBHA District Finals     | Nov 2 <sup>nd</sup> - 3 <sup>rd</sup>   | \$1100 Bldg Charge<br>+ \$10 per stall<br>+ \$NC Announcers Stand<br>+ PA System @ \$60 per day                                                                                  |
| Trivia & Tapas           | Nov 7 <sup>th</sup>                     | \$605 Bldg Charge<br>+ (2) Screens @ \$NC<br>+ \$4 Tables/\$.50 Chairs<br>+ Stage, Pipe & Drape, Podium,<br>Wireless Mic ALL @ \$NC                                              |

|                      |                                         |                                                                                                                                                                                                                      |
|----------------------|-----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Alpaca Blast Off     | Nov 7 <sup>th</sup> - 10 <sup>th</sup>  | \$345 Bldg Charge<br>+ Screen in Conf C @ \$NC<br>+ \$695 per day (+\$330 if used)<br>+ \$125 if needed<br>+ Tables/Chairs @ \$NC<br>+ PA System @ \$NC<br>+ Screen use in Barn @ \$NC<br>+ \$5 per pen set by us    |
| Outlaw Motor Sports  | Nov 8 <sup>th</sup> - 9 <sup>th</sup>   | \$715 per day<br>+ \$495 if used<br>+ \$220 if used<br>+ \$4 Tables/\$.50 Chairs<br>+ (2) 5 row bleachers \$60 each<br>+ if 1 day race \$500 Fence Fee<br>+ \$125 per day Tractor use<br>+ \$200 per day Water Truck |
| Board of Realtors    | Nov 15 <sup>th</sup>                    | \$345 Bldg Charge<br>+ \$4 Tables/\$.50 Chairs                                                                                                                                                                       |
| Sassafras            | Nov 15 <sup>th</sup> - 16 <sup>th</sup> | \$385 per day<br>+ \$4 Tables/\$.50 Chairs                                                                                                                                                                           |
| Jones Team Roping    | Nov 16 <sup>th</sup> - 17 <sup>th</sup> | \$1430 Per Day Bid                                                                                                                                                                                                   |
| 2 Sisters Craft Show | Nov 23 <sup>rd</sup> - 24 <sup>th</sup> | \$605 per day<br>+ \$4 Tables/\$.50 Chairs<br>+ 10x10 booth set up \$25 each                                                                                                                                         |
| Outlaw Motor Sports  | Nov 8 <sup>th</sup> - 9 <sup>th</sup>   | \$715 per day<br>+ \$495 if used<br>+ \$220 if used<br>+ \$4 Tables/\$.50 Chairs<br>+ (2) 5 row bleachers \$60 each<br>+ if 1 day race \$500 Fence Fee<br>+ \$125 per day Tractor use<br>+ \$200 per day Water Truck |
| Black Hawk Party     | Dec 6 <sup>th</sup> - 7 <sup>th</sup>   | Bid \$900<br>+ Dance Floor \$40 or \$120                                                                                                                                                                             |



Jones Team Roping

Dec 7<sup>th</sup> - 8<sup>th</sup>

\$1430 Per Day Bid

Outlaw Motor Sports

Dec 13<sup>th</sup> - 14<sup>th</sup>

\$715 per day  
+ \$495 if used  
+ \$220 if used  
+ \$4 Tables/\$.50 Chairs  
+ (2) 5 row bleachers \$60 each  
+ if 1 day race \$500 Fence Fee  
+ \$125 per day Tractor use  
+ \$200 per day Water Truck

OK Poultry Federation

Dec 14<sup>th</sup>

\$125 Bldg Charge  
\$350 Bldg Charge  
\$150 Bldg Charge  
\*Depends on which Area wanted  
+ Tables/Chairs @ \$NC  
+ Security (not our \$)

G&S Promotions

Dec 21<sup>st</sup> - 22<sup>nd</sup>

\$775 Bldg Charge  
+\$4 Tables/\$.50 Chairs

Jones Team Roping

Dec 28<sup>th</sup> - Jan 1<sup>st</sup>

\$1430 Per Day Bid  
(only roping 2 days)

2020 Contracted Events  
as of June 13<sup>th</sup> 2019

|                            |                                            |                                                                                                                                                                                                                      |
|----------------------------|--------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2 Sisters Flea Market      | Jan 3 <sup>rd</sup> - 4 <sup>th</sup>      | \$385 per day<br>+ \$4 Tables/\$.50 Chairs                                                                                                                                                                           |
| Red Dirt Agility           | Jan 10 <sup>th</sup> - 12 <sup>th</sup>    | \$1700 Bid                                                                                                                                                                                                           |
| Hastings Wedding Reception | Jan 11 <sup>th</sup>                       | \$605 Bldg Charge<br>+ \$200 Set Up Clean Up                                                                                                                                                                         |
| Jones Team Roping          | Jan 18 <sup>th</sup> - 19 <sup>th</sup>    | \$1430 Per Day Bid                                                                                                                                                                                                   |
| Triangle Horse Sale        | Jan 23 <sup>rd</sup> - 25 <sup>th</sup>    | Bid "Attached"                                                                                                                                                                                                       |
| 2 Sisters Flea Market      | Jan 31 <sup>st</sup> - Feb 1 <sup>st</sup> | \$385 per day<br>+ \$4 Tables/\$.50 Chairs                                                                                                                                                                           |
| Board of Realtors          | Feb 7 <sup>th</sup>                        | \$345 Bldg Charge<br>+ \$4 Tables/\$.50 Chairs                                                                                                                                                                       |
| Outlaw Motor Sports        | Feb 7 <sup>th</sup> - 8 <sup>th</sup>      | \$715 per day<br>+ \$495 if used<br>+ \$220 if used<br>+ \$4 Tables/\$.50 Chairs<br>+ (2) 5 row bleachers \$60 each<br>+ if 1 day race \$500 Fence Fee<br>+ \$125 per day Tractor use<br>+ \$200 per day Water Truck |
| JunkUTopia                 | March 7 <sup>th</sup>                      | \$865 Bldg Charge                                                                                                                                                                                                    |
| Jones Team Roping          | Feb 15 <sup>th</sup> - 16 <sup>th</sup>    | \$1430 Per Day Bid                                                                                                                                                                                                   |
| Monkey Business Sale       | Feb 27 <sup>th</sup> - 29 <sup>th</sup>    | \$865 per day<br>+ \$4 Tables/\$.50 Chairs                                                                                                                                                                           |
| 2 Sisters Flea Market      | Feb 28 <sup>th</sup> - 29 <sup>th</sup>    | \$385 per day<br>+ \$4 Tables/\$.50 Chairs                                                                                                                                                                           |
| Almost Ready 2 Cruise      | March 6 <sup>th</sup> - 7 <sup>th</sup>    | \$1,300 1 <sup>st</sup> day<br>+ \$925 2 <sup>nd</sup> day<br>+ \$4 Tables/\$.50 Chairs                                                                                                                              |
| Jones Team Roping          | March 21 <sup>st</sup> - 22 <sup>nd</sup>  | \$1430 Per Day Bid                                                                                                                                                                                                   |

|                          |                                           |                                                                                                                                                                                                                      |
|--------------------------|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| OK Poultry Federation    | March 21 <sup>st</sup> - 22 <sup>nd</sup> | \$350 per day<br>+ \$4 Tables/\$.50 Chairs<br>+ Security (not our \$)                                                                                                                                                |
| 2 Sisters Craft Show     | March 21 <sup>st</sup> - 22 <sup>nd</sup> | \$605 per day<br>+ \$4 Tables/\$.50 Chairs<br>+ 10x10 booth set up \$25 each                                                                                                                                         |
| Outlaw Motor Sports      | March 27 <sup>th</sup> - 28 <sup>th</sup> | \$715 per day<br>+ \$495 if used<br>+ \$220 if used<br>+ \$4 Tables/\$.50 Chairs<br>+ (2) 5 row bleachers \$60 each<br>+ if 1 day race \$500 Fence Fee<br>+ \$125 per day Tractor use<br>+ \$200 per day Water Truck |
| 2 Sisters Flea Market    | April 3 <sup>rd</sup> - 4 <sup>th</sup>   | \$385 per day<br>+ \$4 Tables/\$.50 Chairs                                                                                                                                                                           |
| McLoud Prom              | April 4 <sup>th</sup>                     | \$950                                                                                                                                                                                                                |
| Ragin Cajun              | April 18 <sup>th</sup>                    | \$865 Bldg Charge<br>+ \$400 Set Up Clean Up<br>+ \$300 Screen<br>+ Tables/Chairs @ \$NC                                                                                                                             |
| Triangle Horse Sale      | April 23 <sup>rd</sup> - 25 <sup>th</sup> | Bid "Attached"                                                                                                                                                                                                       |
| 2 Sisters Flea Market    | May 1 <sup>st</sup> - 2 <sup>nd</sup>     | \$385 per day<br>+ \$4 Tables/\$.50 Chairs                                                                                                                                                                           |
| Blazes Ride 2 the Rescue | May 16 <sup>th</sup>                      | \$2,460 Bid                                                                                                                                                                                                          |
| 2 Sisters Flea Market    | June 5 <sup>th</sup> - 6 <sup>th</sup>    | \$385 per day<br>+ \$4 Tables/\$.50 Chairs                                                                                                                                                                           |
| IFYR 2020                | July 12 <sup>th</sup> - 17 <sup>th</sup>  | *SC&CDA Event*                                                                                                                                                                                                       |
| 2 Sisters Flea Market    | July 24 <sup>th</sup> - 25 <sup>th</sup>  | \$385 per day<br>+ \$4 Tables/\$.50 Chairs                                                                                                                                                                           |
| 2 Sisters Flea Market    | Aug 14 <sup>th</sup> - 15 <sup>th</sup>   | \$385 per day<br>+ \$4 Tables/\$.50 Chairs                                                                                                                                                                           |



|                       |                                           |                                                                                                                                                                                                                  |
|-----------------------|-------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2 Sisters Flea Market | Sept 4 <sup>th</sup> - 5 <sup>th</sup>    | \$385 per day<br>+ \$4 Tables/\$.50 Chairs                                                                                                                                                                       |
| FMCA 6 State RV Rally | Sept 16 <sup>th</sup> - 19 <sup>th</sup>  | 50AMP Fulls \$20 Per Night<br>50AMP W/E Only \$17 " "<br>30AMP W/E Only \$17 " "<br>Dry Camping \$12 " "<br>Show Rigs \$10 " "<br>*Includes Conf Center, Otto Krause, GSE, GSW                                   |
| SMARTS RV Rally       | Sept 20 <sup>th</sup> - 27 <sup>th</sup>  | \$20 per rig per night<br>Includes All Facilities                                                                                                                                                                |
| Monkey Business Sale  | Oct 1 <sup>st</sup> - Oct 3 <sup>rd</sup> | \$865 per day<br>+ \$4 Tables/\$.50 Chairs                                                                                                                                                                       |
| 2 Sisters Flea Market | Oct 2 <sup>nd</sup> - 3 <sup>rd</sup>     | \$385 per day<br>+ \$4 Tables/\$.50 Chairs                                                                                                                                                                       |
| Good SAMS RV Rally    | Oct 4 <sup>th</sup> - 10 <sup>th</sup>    | RV per rig per night \$17<br>Conf Center, GSW, Otto Krause<br>ALL INCLUDED @ \$NC                                                                                                                                |
| 2 Sisters Craft Show  | Oct 17 <sup>th</sup> - 18 <sup>th</sup>   | \$605 per day<br>+ \$4 Tables/\$.50 Chairs<br>+ 10x10 booth set up \$25 each                                                                                                                                     |
| Triangle Horse Sale   | Oct 22 <sup>nd</sup> - 24 <sup>th</sup>   | Bid "Attached"                                                                                                                                                                                                   |
| 2 Sisters Flea Market | Nov 6 <sup>th</sup> - 7 <sup>th</sup>     | \$385 per day<br>+ \$4 Tables/\$.50 Chairs                                                                                                                                                                       |
| Alpaca Blast Off      | Nov 12 <sup>th</sup> - 15 <sup>th</sup>   | \$345 Bldg Charge<br>+ Screen in Conf C @ \$NC<br>+\$695 per day (+\$330 if used)<br>+ \$125 if needed<br>+ Tables/Chairs @ \$NC<br>+ PA System @ \$NC<br>+ Screen use in Barn @ \$NC<br>+ \$5 per pen set by us |

2021 Contracted Events  
as of June 13<sup>th</sup> 2019

|                   |                                            |                    |
|-------------------|--------------------------------------------|--------------------|
| Jones Team Roping | Dec 31 <sup>st</sup> - Jan 2 <sup>nd</sup> | \$1430 Per Day Bid |
| Jones Team Roping | Jan 16 <sup>th</sup> - 17 <sup>th</sup>    | \$1430 Per Day Bid |
| Jones Team Roping | Feb 13 <sup>th</sup> - 14 <sup>th</sup>    | \$1430 Per Day Bid |
| Jones Team Roping | March 20 <sup>th</sup> - 21 <sup>st</sup>  | \$1430 Per Day Bid |
| Jones Team Roping | April 17 <sup>th</sup> - 18 <sup>th</sup>  | \$1430 Per Day Bid |
| IFYR 2021         | July 11 <sup>th</sup> - 16 <sup>th</sup>   | *SC&CDA Event*     |
| Jones Team Roping | Nov 13 <sup>th</sup> - 14 <sup>th</sup>    | \$1430 Per Day Bid |
| Jones Team Roping | Dec 4 <sup>th</sup> - 5 <sup>th</sup>      | \$1430 Per Day Bid |

2022 Contracted Events  
as of June 13<sup>th</sup> 2019

|                   |                                            |                    |
|-------------------|--------------------------------------------|--------------------|
| Jones Team Roping | Dec 31 <sup>st</sup> - Jan 2 <sup>nd</sup> | \$1430 Per Day Bid |
| Jones Team Roping | Jan 15 <sup>th</sup> - 16 <sup>th</sup>    | \$1430 Per Day Bid |
| Jones Team Roping | Feb 12 <sup>th</sup> - 13 <sup>th</sup>    | \$1430 Per Day Bid |
| Jones Team Roping | March 19 <sup>th</sup> - 20 <sup>th</sup>  | \$1430 Per Day Bid |
| Jones Team Roping | April 9 <sup>th</sup> - 10 <sup>th</sup>   | \$1430 Per Day Bid |
| IFYR 2022         | July 10 <sup>th</sup> - 15 <sup>th</sup>   | *SC&CDA Event*     |
| Jones Team Roping | Nov 12 <sup>th</sup> - 13 <sup>th</sup>    | \$1430 Per Day Bid |
| Jones Team Roping | Dec 3 <sup>rd</sup> - 4 <sup>th</sup>      | \$1430 Per Day Bid |

2023 Contracted Events  
as of June 13<sup>th</sup> 2019

|                   |                                            |                    |
|-------------------|--------------------------------------------|--------------------|
| Jones Team Roping | Dec 31 <sup>st</sup> - Jan 1 <sup>st</sup> | \$1430 Per Day Bid |
| IFYR 2023         | July 9 <sup>th</sup> - 14 <sup>th</sup>    | *SC&CDA Event*     |

2024 Contracted Events  
as of June 13<sup>th</sup> 2019

|                   |                                            |                    |
|-------------------|--------------------------------------------|--------------------|
| Jones Team Roping | Dec 31 <sup>st</sup> - Jan 1 <sup>st</sup> | \$1430 Per Day Bid |
| IFYR 2024         | July 7 <sup>th</sup> - 12 <sup>th</sup>    | *SC&CDA Event*     |



**EXHIBIT C**

**INTENTIONALLY OMITTED**

## **EXHIBIT D INSURANCE**

At all times during this Agreement, Manager shall maintain the following insurance coverage:

(a) commercial general liability insurance, including products and completed operations, bodily injury and property damage liability, contractual liability, independent contractors' liability and personal and advertising injury liability against claims occurring on, in, or about the Facilities, or otherwise arising under this Agreement;

(b) umbrella or excess liability insurance;

(c) commercial automobile liability insurance, including coverage for the operation of owned, leased, hired and non-owned vehicles;

(d) workers compensation and employer's liability insurance as shall be required by and be in conformance with the laws of the State of Oklahoma;

(e) professional liability insurance and self-insured employment practices liability coverage;

(f) employment practices liability insurance;

(g) pollution liability; and

(h) crime coverage.

Such liability insurance shall be maintained in the following minimum amounts throughout the Term:

Commercial General Liability

\$1,000,000 per occurrence

\$1,000,000 personal and advertising injury

\$1,000,000 products-completed operations aggregate

Umbrella or Excess Liability

\$5,000,000 per occurrence and aggregate

Automobile Liability

\$1,000,000 per accident (PI and PD combined single limit)

\$1,000,000 uninsured/underinsured motorist

Workers Compensation

Workers Compensation: Statutory

Employer's Liability: \$100,000 each accident-bodily injury by accident

\$500,000 policy limit-bodily injury by disease

\$100,000 each employee-bodily injury by disease

Professional Liability/Errors & Omissions (Claims Made basis)

\$1,000,000 each occurrence/aggregate

Employment Practices Liability Insurance (Claims Made basis)

\$1,000,000

Pollution Liability (Claims Made basis)

\$1,000,000

Crime Insurance

Coverage on all on-site Manager employees. Limit: \$500,000.00



**EXHIBIT E**  
**TRANSITION COSTS**



**Spectra**  
**Heart of Oklahoma Exposition Center**  
**Estimated Management Transition Expenses**

| <u>Personnel Related Expenses</u> |                                        |                 |
|-----------------------------------|----------------------------------------|-----------------|
| <u>Relocation</u>                 |                                        | \$25,000        |
|                                   | General Manager                        | \$25,000        |
| <u>Travel</u>                     |                                        | \$1,950         |
|                                   | GM/Director Candidates Interview Trips | 2               |
|                                   | Cost Per Trip (2 days/1 night)         | \$975           |
| <u>Recruitment Cost</u>           |                                        | \$9,000         |
|                                   | Cost per Background Check              | \$50            |
|                                   | Number of Checks                       | 150             |
|                                   | Recuitment Ad Placements               | \$1,500         |
| Total Personnel Related Expenses  |                                        | <u>\$35,950</u> |

| <u>Corporate/Regional Travel Expenses</u>                               |              |                 |
|-------------------------------------------------------------------------|--------------|-----------------|
| <u>Corporate Travel Expenses per Trip (based upon 2 nights/3 days):</u> |              |                 |
|                                                                         | \$           |                 |
| Airfare                                                                 | \$350        |                 |
| Transportation (\$50 per day)                                           | \$150        |                 |
| Hotel (\$125 per night)                                                 | \$250        |                 |
| Expenses (\$75 per day)                                                 | <u>\$225</u> |                 |
| Total Estimated Cost per Trip                                           | \$975        |                 |
| <u>Estimated # of Trips</u>                                             | <u>#</u>     | <u>\$</u>       |
| Regional VP/Operations                                                  | 5            | \$4,875         |
| Facility Accounting                                                     | 2            | \$1,950         |
| Human Resources                                                         | 2            | \$1,950         |
| Food & Beverage                                                         | 3            | \$2,925         |
| Sales & Marketing                                                       | <u>2</u>     | <u>\$1,950</u>  |
| Total Corporate Trips                                                   | 14           | \$13,650        |
| Total Travel Expenses                                                   |              | <u>\$13,650</u> |
| TOTAL TRANSITION EXPENSES.....                                          |              | <b>\$49,600</b> |

**Regular Board of Commissioners**

**2. e.**

Meeting Date: 05/18/2020

Lake Lease

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Lake Lease Transfer:

**TRANSFER:**

Lot 7 Belcher Tract, 15413 Nickens Road

From: Don and Thanna Cline

To: Gregory and Sheri Rhodes, and Zachary and Jennifer Grinnell

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Attachments

Lake Lease

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

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

|                                                                                                 |                                                                                              |
|-------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| <b>Date: 5/15/2020</b>                                                                          | <b>License No. 033928</b>                                                                    |
| <b>Type</b>                                                                                     | <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Transfer (Fee: \$1,000) |
| <b>Commission Meeting Date</b>                                                                  | 5/15/2020                                                                                    |
| <b>Property Address</b>                                                                         | 15413 NICKENS RD SHAWNEE, OK 74801                                                           |
| <b>Lake Site Location</b>                                                                       | LOT 7 BELCHER TRACT                                                                          |
| <b>Lease Dates</b>                                                                              | 5/18/20 TO 5/18/50                                                                           |
| <b>Lease Fee (changes annually)</b>                                                             | 731.00                                                                                       |
| <b>Inspection Fee</b>                                                                           | \$75.00    Applicable: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No   |
| <b>Lessee (Transfer To)</b>                                                                     |                                                                                              |
| <b>Name(s)</b>                                                                                  | GREGORY AND SHERI RHODES<br>ZACHARY AND JENNIFER GRINNELL                                    |
| <b>Address</b>                                                                                  | SEE FILE                                                                                     |
| <b>Phone</b>                                                                                    | SEE FILE                                                                                     |
| <b>Current Lessee (Transfer From)</b> <span style="float: right;"><i>(if applicable)</i></span> |                                                                                              |
| <b>Name(s)</b>                                                                                  | DON AND THANNA CLINE                                                                         |
| <b>Address</b>                                                                                  | SEE FILE                                                                                     |
| <b>Phone</b>                                                                                    | SEE FILE                                                                                     |
| <b>Inspection Information</b>                                                                   |                                                                                              |
| <b>Inspection Required</b>                                                                      | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                          |
| <b>DEQ Report on File</b>                                                                       | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                          |
| <b>Type of Septic System</b>                                                                    | <input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Aerobic            |
| <b>Last Inspected/Pumped</b>                                                                    | 01/10/19                                                                                     |
| <b>Misc. Comments</b>                                                                           | <b>Total Charges Paid: \$ 1806.00</b>                                                        |

**PLEASE READ CAREFULLY**

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

**CABIN SITE LEASE  
LEASE# 033928**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

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

GREGORY & SHERI RHODES  
of 25492 KINGS RD TECUMSEH OK 74873 ,  
ZACHARY AND JENNIFER GRINNELL  
of 25492 KINGS RD TECUMSEH OK 74873,  
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of \$ 731.00 dollars for 2020, does hereby acknowledge receipt of the applicable rental fee, and other good and valuable considerations, does by these presents demise, lease and let unto the second party the following described real estate situated on, and a part of the site, owned by the first party as a City Reservoir and known as Shawnee Twin Lake No. 1, in the County of Pottawatomie State of Oklahoma, to-wit:

**15413 NICKENS RD**

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

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

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

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



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

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

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

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

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

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



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

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

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

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

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

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

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

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



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

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

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

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

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

CITY OF SHAWNEE, OKLAHOMA  
A Municipal Corporation,

ATTEST:

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

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

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

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

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

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

**Regular Board of Commissioners**

**3.**

Meeting Date: 05/18/2020

Central Disposal MOU

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Consideration of a memorandum of understanding between the City of Shawnee and Central Disposal regarding delay of price increase due to COVID-19 pandemic.

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Attachments

Central Disposal MOU

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## MEMORANDUM OF UNDERSTANDING

WHEREAS, The Shawnee Municipal Authority, a public Trust for the benefit of the City of Shawnee, Oklahoma ("City"), and Central Disposal, LLC, an Oklahoma limited liability company ("Central Disposal") ("Parties") have engaged in negotiations regarding a contract for solid waste collection and disposal services; and,

WHEREAS, The City and Central Disposal have an existing contract for solid waste collection and disposal services that will expire on June 30, 2020; and,

WHEREAS, at April 20, 2020 City of Shawnee Board of Commissioners Meeting, The Board considered Bids for its Open Request for Proposal regarding Solid Waste Collection, and awarded the bid to Central Disposal, LLC; and,

WHEREAS, the City and Central Disposal are currently in on-going negotiations over the specific terms and conditions of their pending agreement; however, it is recognized by the Parties that such negotiations are being made during an unprecedented global pandemic, being the 2020 COVID-19 virus crisis, which has negatively impacted the public's health, and safety, as well as the national and local economy; and,

WHEREAS, following the National and State Declarations of Emergency, the City of Shawnee exercised its authority in declaring a State of Emergency within its municipal limits that is set to expire on May 24, 2020; and,

ACCORDINGLY, in consideration of the above-recited, the Parties herein desire to enter into a Memorandum of Understanding (MOU) setting forth certain general terms of the contemplated agreement and memorializing the same.

NOW, THEREFORE, it is hereby agreed by and between the Parties as follows:

1. The Parties will enter into a new Agreement with an Effective July 1, 2020, wherein Central Disposal, LLC will begin to perform services related to the collection and disposal of solid waste for the Shawnee Municipal Authority, a public Trust for the benefit of the City of Shawnee, Oklahoma, and the City will compensate Central Disposal for its services.
2. The Term of the Agreement shall be for a period of 10 years, ending on June 30, 2030.
3. In consideration and recognition of the current COVID-19 health crisis' negative effect on the national and local economy, Central Disposal agrees to perform services at temporary Rate for the first 90-day period of the Agreement, ending September 30, 2020, in which the City shall pay the same Rate paid by the City to Central Disposal during the last month of the Parties' prior and existing Contract ("Temporary Rate").
4. Upon the lapse of the 90-day Temporary Rate Period, and beginning October 1, 2020, the City will pay Central Disposal a rate in the amounts listed and specified in the



Central Disposal's proposed "Schedule of Quotes"—which were approved by the City in the above-recited Board Meeting ("Contract Rate").

5. Thereafter, the Contract Rate shall be increased, yearly, in accordance with the percentage increase in the CPI ("Consumer Price Index") over the previous twelve (12) month period from 2020 (i.e. the difference, expressed as a percentage, between the value of the CPI in June, 2021, and the value of the CPI published in June, 2020). The new adjusted Contract Rate shall begin on July 1, of each year. If in any year the CPI decreases, the Contract Rate for that year shall remain flat (and shall not increase or decrease).

WHEREFORE, we, the undersigned Parties, have read, understand and agree with this Memorandum of Understanding; The execution of this MOU may made in multiple counterparts, sent electronically to other party, and each of which shall be deemed an original and together shall constitute one and the same agreement, with one counterpart being delivered to each party thereto.

Executed this 18<sup>th</sup> day of May, 2020.

Central Disposal, LLC

The City of Shawnee.

By: \_\_\_\_\_

By: \_\_\_\_\_

Chance Allison  
City Manager

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Lisa Lasyone, CMC  
City Clerk

**Regular Board of Commissioners**

**4.**

Meeting Date: 05/18/2020

Resolution

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Consideration of a resolution declaring it to be a matter of public necessity to acquire certain easements for the purpose of construction and expansion improvements known as the proposed Kickapoo Street Paving Project describing said easements and authorizing the City Manager and the City Attorney to acquire said easements by purchase or by way of eminent domain.

---

Attachments

Resolution

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

A RESOLUTION DECLARING IT TO BE A MATTER OF PUBLIC NECESSITY TO ACQUIRE CERTAIN EASEMENTS FOR THE PURPOSE OF CONSTRUCTION AND EXPANSION IMPROVEMENTS KNOWN AS THE PROPOSED KICKAPOO STREET PAVING PROJECT, DESCRIBING SAID EASEMENTS AND AUTHORIZING THE CITY MANAGER AND THE CITY ATTORNEY TO ACQUIRE SAID EASEMENTS BY PURCHASE OR BY WAY OF EMINENT DOMAIN.

**WHEREAS**, it is a matter of public necessity that the Kickapoo Street of the City of Shawnee, Oklahoma, be expanded and improved to meet the needs of the public; and

**WHEREAS**, it is a matter of public necessity that certain parcels of land be acquired for the purpose of construction and expansion of said Paving Project from Kickapoo Spur to Farrell Street.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA** that it is a matter of public necessity that the following parcels of lands situated within the City of Shawnee, Pottawatomie County, State of Oklahoma, be acquired for the purposes of construction and expansion of the Kickapoo Street Paving Project from Kickapoo Spur to Farrell Street, to-wit:

**Parcel 13 of the City of Shawnee – Kickapoo Street Paving Project J/P 32255(04)**

**Parcel 19 of the City of Shawnee – Kickapoo Street Paving Project J/P 32255(04)**

**Parcel 22 of the City of Shawnee – Kickapoo Street Paving Project J/P 32255(04)**

**Parcel 25 of the City of Shawnee – Kickapoo Street Paving Project J/P 32255(04)**

**Parcel 28 of the City of Shawnee – Kickapoo Street Paving Project J/P 32255(04)**

**Parcel 29 of the City of Shawnee – Kickapoo Street Paving Project J/P 32255(04)**

**Parcel 34 of the City of Shawnee – Kickapoo Street Paving Project J/P 32255(04)**

**Parcel 38 of the City of Shawnee – Kickapoo Street Paving Project J/P 32255(04)**

**Parcel 41 of the City of Shawnee – Kickapoo Street Paving Project J/P 32255(04)**

**Parcel 44 of the City of Shawnee – Kickapoo Street Paving Project J/P 32255(04)**

**Parcel 50 of the City of Shawnee – Kickapoo Street Paving Project J/P 32255(04)**

**Parcel 56 of the City of Shawnee – Kickapoo Street Paving Project J/P 32255(04)**

**Parcel 64 of the City of Shawnee – Kickapoo Street Paving Project J/P 32255(04)**

**Parcel 65 of the City of Shawnee – Kickapoo Street Paving Project J/P 32255(04)**

**Parcel 70 of the City of Shawnee – Kickapoo Street Paving Project J/P 32255(04)**



**Parcel 72 of the City of Shawnee – Kickapoo Street Paving Project J/P 32255(04)**  
**Parcel 73 of the City of Shawnee – Kickapoo Street Paving Project J/P 32255(04)**  
**Parcel 80 of the City of Shawnee – Kickapoo Street Paving Project J/P 32255(04)**  
**Parcel 81 of the City of Shawnee – Kickapoo Street Paving Project J/P 32255(04)**  
**Parcel 86 of the City of Shawnee – Kickapoo Street Paving Project J/P 32255(04)**  
**Parcel 87 of the City of Shawnee – Kickapoo Street Paving Project J/P 32255(04)**  
**Parcel 88 of the City of Shawnee – Kickapoo Street Paving Project J/P 32255(04)**  
**Parcel 90 of the City of Shawnee – Kickapoo Street Paving Project J/P 32255(04)**  
**Parcel 92 of the City of Shawnee – Kickapoo Street Paving Project J/P 32255(04)**  
**Parcel 93 of the City of Shawnee – Kickapoo Street Paving Project J/P 32255(04)**  
**Parcel 96 of the City of Shawnee – Kickapoo Street Paving Project J/P 32255(04)**  
**Parcel 97 of the City of Shawnee – Kickapoo Street Paving Project J/P 32255(04)**  
**Parcel 105 of the City of Shawnee – Kickapoo Street Paving Project J/P 32255(04)**  
**Parcel 106 of the City of Shawnee – Kickapoo Street Paving Project J/P 32255(04)**  
**Parcel 107 of the City of Shawnee – Kickapoo Street Paving Project J/P 32255(04)**  
**Parcel 110 of the City of Shawnee – Kickapoo Street Paving Project J/P 32255(04)**  
**Parcel 111 of the City of Shawnee – Kickapoo Street Paving Project J/P 32255(04)**  
**Parcel 115 of the City of Shawnee – Kickapoo Street Paving Project J/P 32255(04)**  
**Parcel 116 of the City of Shawnee – Kickapoo Street Paving Project J/P 32255(04)**  
**Parcel 117 of the City of Shawnee – Kickapoo Street Paving Project J/P 32255(04)**  
**Parcel 121 of the City of Shawnee – Kickapoo Street Paving Project J/P 32255(04)**  
**Parcel 124 of the City of Shawnee – Kickapoo Street Paving Project J/P 32255(04)**  
**Parcel 125 of the City of Shawnee – Kickapoo Street Paving Project J/P 32255(04)**  
**Parcel 126 of the City of Shawnee – Kickapoo Street Paving Project J/P 32255(04)**  
**Parcel 129 of the City of Shawnee – Kickapoo Street Paving Project J/P 32255(04)**  
**Parcel 131 of the City of Shawnee – Kickapoo Street Paving Project J/P 32255(04)**  
**Parcel 136 of the City of Shawnee – Kickapoo Street Paving Project J/P 32255(04)**

**Parcel 137 of the City of Shawnee – Kickapoo Street Paving Project J/P 32255(04)**  
**Parcel 138 of the City of Shawnee – Kickapoo Street Paving Project J/P 32255(04)**  
**Parcel 141 of the City of Shawnee – Kickapoo Street Paving Project J/P 32255(04)**  
**Parcel 143 of the City of Shawnee – Kickapoo Street Paving Project J/P 32255(04)**  
**Parcel 147 of the City of Shawnee – Kickapoo Street Paving Project J/P 32255(04)**  
**Parcel 149 of the City of Shawnee – Kickapoo Street Paving Project J/P 32255(04)**  
**Parcel 150 of the City of Shawnee – Kickapoo Street Paving Project J/P 32255(04)**  
**Parcel 151 of the City of Shawnee – Kickapoo Street Paving Project J/P 32255(04)**  
**Parcel 153 of the City of Shawnee – Kickapoo Street Paving Project J/P 32255(04)**  
**Parcel 154 of the City of Shawnee – Kickapoo Street Paving Project J/P 32255(04)**  
**Parcel 155 of the City of Shawnee – Kickapoo Street Paving Project J/P 32255(04)**  
**Parcel 156 of the City of Shawnee – Kickapoo Street Paving Project J/P 32255(04)**

**BE IT FURTHER RESOLVED BY THE CITY COMMISSION OF THE CITY OF SHAWNEE, OKLAHOMA,** that the City Manager and the City Attorney, be and they are hereby authorized and directed to acquire said parcels by purchase, and in the event said parcel(s) cannot be acquired by purchase at a reasonable price, the City Manager and City Attorney are hereby authorized and directed to acquire said parcel(s) by eminent domain in conformity with the laws of the State of Oklahoma.

PASSED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
RICHARD FINLEY, MAYOR

ATTEST:

(SEAL)

\_\_\_\_\_  
LISA LASYONE, CMC, CITY CLERK

**Regular Board of Commissioners**

**5.**

Meeting Date: 05/18/2020

P07-20 15226 South School Road

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Public hearing and consideration of an ordinance to rezone property located at 15226 South School Road, from A-1 (Rural Agricultural District) to A-1 (Rural Agricultural District) with a Conditional Use Permit for a guest cottage. Case No. P07-20, Applicant: Jennie Collins.

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Attachments

Staff Report

Ordinance

---

RECOMMENDATION TO:

MAYOR  
BOARD OF CITY COMMISSIONERS  
CITY OF SHAWNEE  
CITY OF SHAWNEE  
PLANNING COMMISSION

RECOMMENDATION FROM:

SUBJECT:

APPLICANT: Jennie Collins on behalf of Julie Akerman  
FOR: Conditional Use Permit for Guest Cabin  
LOCATION: 15226 South School Road

PROJECT#: N/A Case# P07-20

LEGAL DESCRIPTION:

Lot 29 of Shawnee School Land, to the City of Shawnee, OK, Pottawatomie County, Oklahoma, according to the recorded plat thereof.

CURRENT CLASSIFICATION:

A-1(Rural Agricultural District)

REQUESTED CLASSIFICATION:

A-1 with CUP (Conditional Use Permit)

PROPOSED PROPERTY USE:

Guest cabin on CLO lake lot lease

PLANNING COMMISSION MEETING DATE: May 15<sup>th</sup>, 2020

PLANNING COMMISSION RECOMMENDATION: Motion to APPROVE CUP for guest cabin with conditions: guest cabin shall not exceed 600 square feet, guest cabin shall not be sublet, and guest cabin shall share a common driveway with primary residence.

VOTE OF THE PLANNING COMMISSION:

**MEMBERS PRESENT:** 7

| MEMBERS:            | 1ST | 2ND | AYE | NAY | ABSTAIN | COMMENTS |
|---------------------|-----|-----|-----|-----|---------|----------|
| DEEM                |     |     | X   |     |         |          |
| MATTHEWS            |     | X   | X   |     |         |          |
| WALKER              | X   |     | X   |     |         |          |
| BERGSTEN (CHAIRMAN) |     |     | X   |     |         |          |
| KIENZLE             |     |     | X   |     |         |          |
| ROWELL              |     |     | X   |     |         |          |
| MELOT               |     |     | X   |     |         |          |

RESPECTFULLY SUBMITTED,

Rebecca Blaine

PLANNING DIRECTOR

ACTION BY CITY COMMISSION:

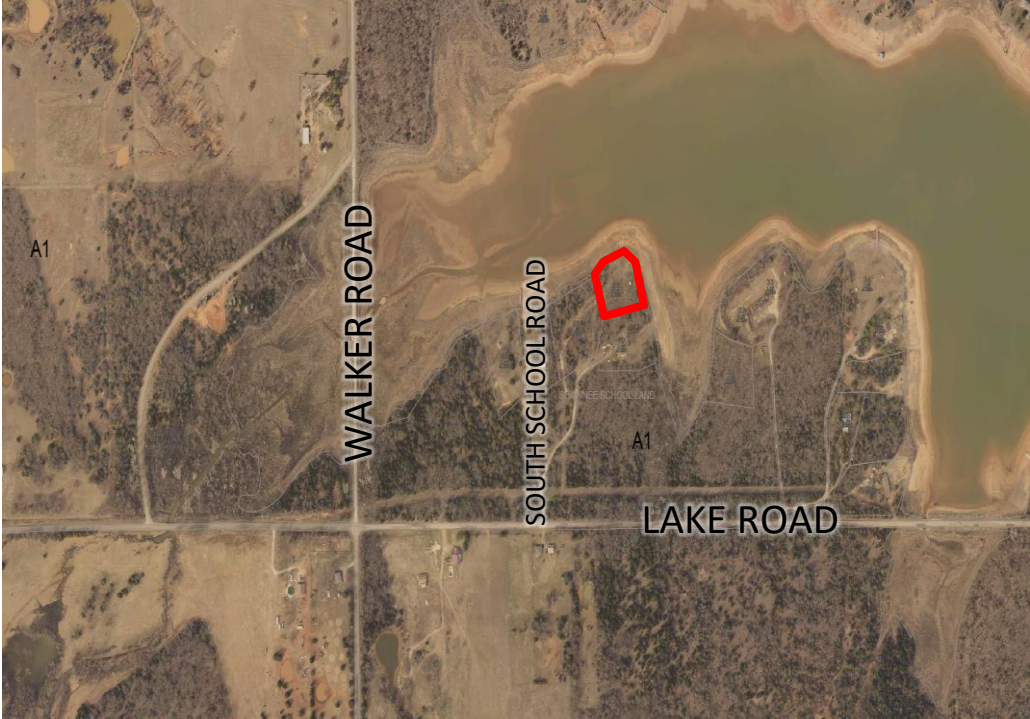
PUBLIC HEARING SET: \_\_\_\_\_

DATE OF ACTION: \_\_\_\_\_

ADOPTED \_\_\_\_\_ DENIED \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_



|                                                                                                                                                                                                                                                                                                         |                                                                                     |                                                                               |                                                                                                                                     |                                             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| <p>City of Shawnee<br/>Planning Department<br/>222. N. Broadway<br/>Shawnee, OK 74801<br/>(405) 878-1616<br/>Fax: (405) 878-1587<br/>www.ShawneeOK.org</p>                                                                                                                                              |    |                                                                               | <p>CASE # P07-20<br/>PUBLIC HEARING DATE:<br/>May 15<sup>th</sup>, 2020<br/>CITY COMMISSION DATE:<br/>May 18<sup>th</sup>, 2020</p> |                                             |
| <p>APPLICANT:<br/><b>Jennie Collins</b></p>                                                                                                                                                                                                                                                             |                                                                                     | <p><b>PO Box 183<br/>Newalla, Oklahoma, 74857</b></p>                         |                                                                                                                                     | <p><b>Collinsfamily227@gmail.com</b></p>    |
| <p>PROPERTY ADDRESS/LOCATION:<br/><b>15226 South School Road</b></p>                                                                                                                                                                                                                                    |                                                                                     |                                                                               |                                                                                                                                     |                                             |
| <p>The applicant, Jennie Collins, is requesting a conditional use permit (CUP) for a guest cabin located at 15226 South School Road. The guest cabin is currently the single-family home on the property comprised of 384 square feet. A new primary structure will be constructed on the property.</p> |  |                                                                               |                                                                                                                                     |                                             |
| <p>EXISTING ZONING:<br/><b>A-1</b></p>                                                                                                                                                                                                                                                                  | <p>EXISTING LAND USE:<br/><b>Single-Family Home</b></p>                             | <p>SURROUNDING ZONING &amp; LAND USE:<br/><b>A-1 (Rural Agricultural)</b></p> | <p>SUBDIVISION:<br/><b>Shawnee School Land</b></p>                                                                                  | <p>PROPERTY SIZE:<br/><b>1.03 acres</b></p> |

### STAFF RECOMMENDATION

The proposed guest cabin is on a lake lot property that is owned and leased by the Commissioners of the Land Office.

Because the application is a lake lot lease administered by the Commissioners of the Land Office on Shawnee Lake #1, the regulations of Chapter 22, Zoning Code, Article V, Shawnee Twin Lakes Lake Protection Zone (LPZ) apply to this application. Section 22-120(8) stipulates that guest cottages may be approved, provided that a guest cottage shall not exceed 600 square feet, shall not be sublet, and shall share a common driveway with the main residence. The purpose of this overlay district is to protect public health, safety and welfare and to ensure orderly development along and near Shawnee Lake #1. The proposed use does not violate the intent of the Zoning Code.

The applicant has stated on their application that the current use of the existing structure is the primary residence, and that this residence will become the guest cabin once the new residential structure on the lot is completed. The applicant has stated in an e-mail that the existing structure that is to become the guest cabin is 384 square feet, and that it will share a driveway with the new primary residential structure.

The Commissioners of Land Office has verified via e-mail that they have approved of the new home to be constructed and for the current structure to remain a guest house after the new primary residence is complete.

The 2040 Next Horizon Comprehensive Plan intends for this area's future land use to be agriculture/open space. A guest cottage in this location does not violate the purpose and intent of the Comprehensive Plan.

**The subject request is in conformance with City Zoning Code and the 2019 Comprehensive Plan. Therefore, Staff hereby recommends approval of the requested conditional use permit for a guest cabin upon the following conditions:**

1. The guest cabin shall not exceed 600 square feet in area;
2. The guest cabin shall not be sublet; and
3. The guest cabin shall share a common driveway with the primary residence.

APPROVE

APPROVE WITH CONDITIONS

DENY

No protest or support letters have been submitted at this time.

ATTACHMENTS:  
(CIRCLE)

SUBMITTED PLANS

PUBLIC HEARING  
PETITION/  
APPLICATION FORM

LEGAL NOTICE

LEGAL DESCRIPTION

PUBLIC COMMENTS

AGENCY COMMENTS

RESPONSE TO STANDARDS

JULIE MAGNAN AKERMAN  
31950 LAKE ROAD  
SHAWNEE, OK 74801  
405-517-8860  
[cjakerman@prodigy.net](mailto:cjakerman@prodigy.net)

May 15, 2020

Ms. Rebecca Blaine  
City Planning Director  
City of Shawnee  
Shawnee, OK 74801

RE: Conditional Use Permit for Lot 29 at Shawnee Twin Lakes

Dear Rebecca:

Pursuant to our telephone conversation today, please be advised I am the leaseholder for Lot 29 at the Shawnee Twin Lakes located at 15226 South School Road and I give my permission for my daughter, Jennie Collins, to apply for a conditional use permit.

Thank you Rebecca. I appreciate all your help.

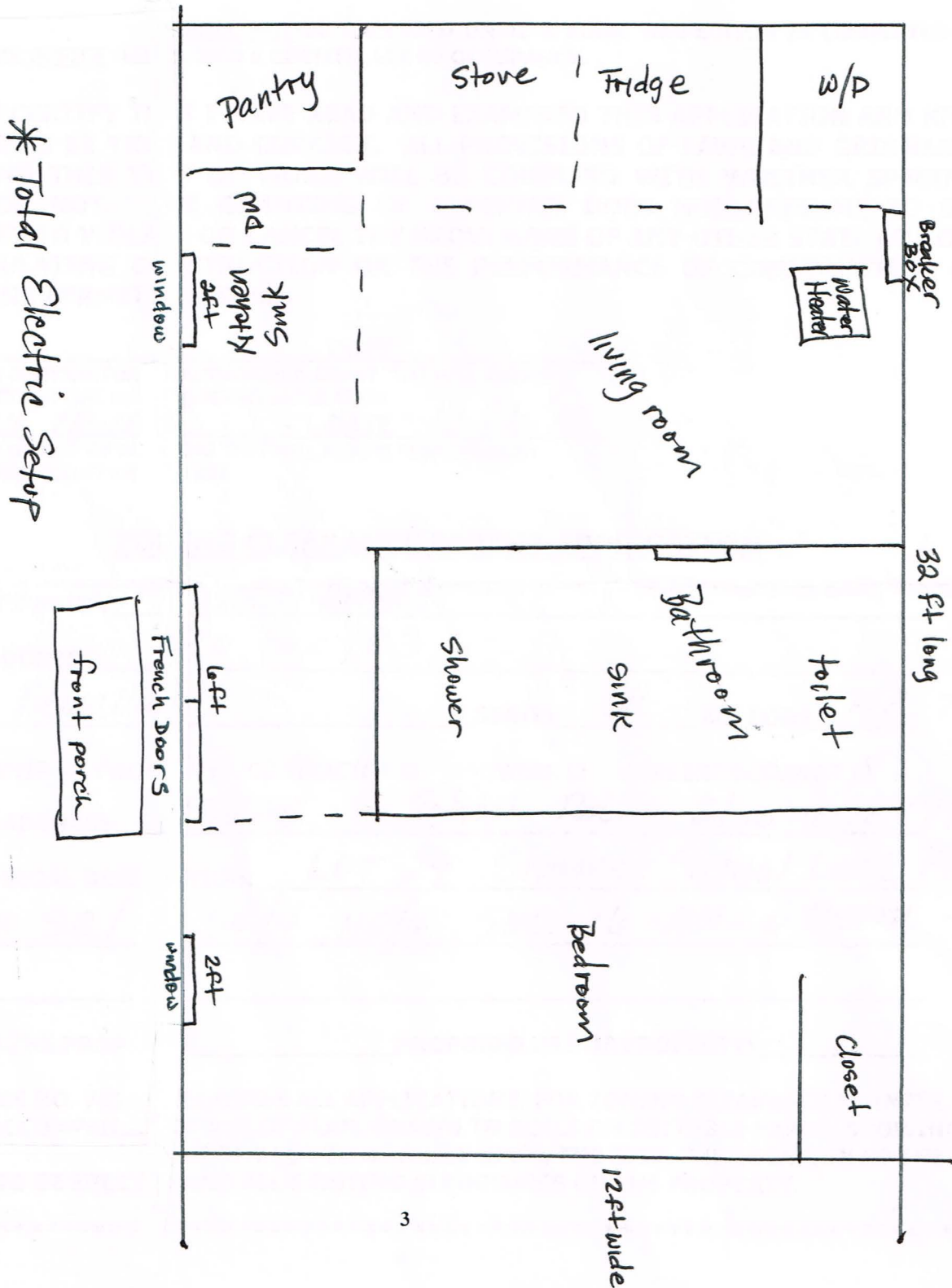
Sincerely,

  
JULIE AKERMAN

/ja

# PROPOSED PLOT PLAN/FLOOR PLAN

(SEE SITE PLAN REQUIREMENTS ON PAGE 6)









COMMISSIONERS OF THE LAND OFFICE  
STATE OF OKLAHOMA  
SHORT TERM SURFACE RESIDENTIAL LEASE CONTRACT

|                                                             |   |
|-------------------------------------------------------------|---|
| I TERMS .....                                               | 3 |
| 1.1 LESSEE, LAND, TERM, USE, RENTAL .....                   | 3 |
| 1.2 RENTAL DUE DATE .....                                   | 3 |
| 1.3 NOTICES .....                                           | 4 |
| 1.4 DELIVERY, CHANGE OF ADDRESS .....                       | 4 |
| 1.5 LEASE EXTENSION CLAUSE .....                            | 4 |
| II RESERVATIONS .....                                       | 4 |
| 2.1 INTERPRETATION, VENUE, TRUST OBLIGATION .....           | 4 |
| 2.2 LEGAL SUBORDINATION .....                               | 4 |
| 2.3 RIGHT TO SELL RESERVED .....                            | 5 |
| 2.4 WATER RIGHTS RESERVED .....                             | 5 |
| 2.5 MINERAL RIGHTS RESERVED .....                           | 5 |
| 2.6 USE OF SURFACE FOR MINERAL EXPLORATION .....            | 5 |
| 2.7 DIRECTIONAL DRILLING .....                              | 5 |
| 2.8 EASEMENTS .....                                         | 5 |
| 2.8.1 EASEMENTS FOR PUBLIC UTILITIES OR RIGHTS-OF-WAY ..... | 5 |
| III CONDITIONS .....                                        | 6 |
| 3.1 PERMANENT CONTRACT OBLIGATIONS .....                    | 6 |
| 3.2 PAYMENT, BOND, NON-PAYMENT .....                        | 6 |
| 3.3 TAXES .....                                             | 6 |
| 3.4 DISCLOSURE OF INTEREST .....                            | 6 |
| 3.5 HOLD HARMLESS; INDEMNITY .....                          | 6 |
| 3.6 SUBLEASES AND ASSIGNMENTS .....                         | 6 |
| 3.7 LEASE INSPECTION .....                                  | 6 |
| 3.8 LEASE IMPROVEMENTS .....                                | 7 |
| 3.9 REMOVAL OF IMPROVEMENTS .....                           | 7 |
| 3.10 MAINTAIN IMPROVEMENTS .....                            | 7 |
| 3.11 INJURY TO LAND .....                                   | 7 |
| 3.12 NO POLLUTION .....                                     | 8 |
| 3.13 DEPOSIT .....                                          | 8 |
| 3.14 FORCE MAJEURE .....                                    | 8 |
| 3.15 QUIET ENJOYMENT .....                                  | 8 |
| IV MORTGAGES .....                                          | 8 |
| 4.1 LESSEE'S MORTGAGES .....                                | 8 |
| 4.2 RIGHTS OF MORTGAGEE .....                               | 8 |
| 4.2.1 CANCELLATION, DEFAULT .....                           | 9 |
| 4.2.2 NO MERGER .....                                       | 9 |
| 4.2.3 ATTORNMENMENT – ESTOPPEL AGREEMENTS .....             | 9 |
| V REMEDIES .....                                            | 9 |
| 5.1 MITIGATION, RELET .....                                 | 9 |
| 5.2 REPRESENTATIVE MEETING .....                            | 9 |

|                                                     |    |
|-----------------------------------------------------|----|
| 5.3 LESSEE'S DEFAULT .....                          | 9  |
| 5.3.1 NOTICE; OPPORTUNITY TO CURE .....             | 9  |
| 5.3.2 REMEDIES .....                                | 9  |
| 5.3.3 TERMINATION .....                             | 10 |
| 5.3.4 OPTION TO PERFORM .....                       | 10 |
| 5.3.5 NO WAIVER .....                               | 10 |
| 5.4 BIND, BENEFIT, COMPLETE AGREEMENT, CHANGES..... | 10 |
| 5.5 SEVERABILITY, SAVINGS.....                      | 10 |
| VI NON-COLLUSION .....                              | 11 |
| 6.1 NON-COLLUSION STATEMENT.....                    | 11 |

COMMISSIONERS OF THE LAND OFFICE  
STATE OF OKLAHOMA  
SHORT TERM RESIDENTIAL LEASE CONTRACT

This lease contract by the Commissioners of the Land Office (CLO) as administrators of the Oklahoma School Land Trusts (Trust) is binding when signed and approved by all Parties.

I TERMS

CLO and Lessee(s) agree the following terms, reservations, conditions and remedies govern the rights and obligations of the contracting Parties.

**1.1 LESSEE, LAND, TERM, USE, RENTAL**

CLO agrees to lease and Lessee accepts the following described Trust property for the residential uses and the rental Terms as follows:

**LEASE NO: 106455      CONTRACT NO: 16375      COUNTY: Pottawatomie**

**ANNUAL RENT: \$2000.00      CONTRACT RENT: \$6000.00**

**MONTHLY: \$167.00**

**TERM(YRS): 3 years      BEG DATE: 1/1/2019      EXP DATE: 12/31/2021**

**LEGAL DESCRIPTION: Lot 29 SHAWNEE SCHOOL LAND PLAT, IN S/2 & SE/4NE/4 SEC 16-10N-2E1M**

**LESSEE NAME AND ADDRESS:**

**JULIE AKERMAN  
JAIME JOHNSTON  
31950 LAKE ROAD  
SHAWNEE, OK 74801**

**TEL:      EMAIL:**

**INTENDED USE: Residential sites, boat docks and cabins**

**IMPROVEMENTS OWNED BY LESSEE:**

*The use of the property, as developed or improved, if any, is limited to this stated purpose. Failure to do so is a material breach and the Lease may be terminated at CLO's sole discretion.*

**1.2 RENTAL**

Annual Rent is due January 1<sup>st</sup> of each year unless stated otherwise in writing by the Parties. Lessee will pay Annual Rent in the amount stated in 1.1 above. Lessee acknowledges annual invoicing is not necessary. Lessee



will timely pay Rent. Payments of the annual Rent shall be made by Lessee to Lessor without further notice or demand.

### 1.3 NOTICES

All notices shall be in writing and considered properly given if mailed by certified mail, postage prepaid, addressed as follows:

LESSEE: (Address as shown above)

CLO:

MAIL LEASE PAYMENTS TO:

Commissioners of the Land Office  
Lock Box Account  
PO Box 248896  
OKC, OK 73124-8896

ALL OTHER CORRESPONDENCE:

Commissioners of the Land Office  
204 N. Robinson, Suite 900  
Oklahoma City, Oklahoma 73102

### 1.4 DELIVERY, CHANGE OF ADDRESS

Notices and communications shall be considered effective on date delivered or refused. In the event of change of address written notice is required to be given to the other Party. Parties must keep these addresses current.

### 1.5 LEASE EXTENSION CLAUSE

At the end of the initial Lease Term and for every three (3) years thereafter, Lessee may have the opportunity to apply to extend the Lease, at CLO's discretion, for the then market value rental rate for comparable land as determined by CLO, for an additional three (3) year period. Three months (90 days) prior to each lease termination date, Lessee may provide notice to Lessor of its desire to extend the lease and upon Lessor's approval of the extension, which will not be unreasonably withheld, Lessor will provide Lessee, its determination of the current fair market rental for comparable land. Lessee shall have thirty (30) days to reject, accept or dispute such fair market determination.

## II RESERVATIONS

### 2.1 INTERPRETATION, VENUE, TRUST OBLIGATION

This lease shall be interpreted in accordance with laws of the State of Oklahoma. Lessee agrees any dispute or litigation with CLO in relation to this lease contract shall be conducted in Oklahoma County, CLO's official residence. Terms and conditions of the lease contract shall be construed in favor of CLO as part consideration for this lease and in recognition of the obligation CLO must protect Trust assets while maximizing economic return.

### 2.2 LEGAL SUBORDINATION

This lease will be subordinate to and Lessee will comply with laws, Court Orders, policies, procedures and rules, existing and future, relative to the operation and management of the Oklahoma School Land Trust.

### 2.3 RIGHT TO SELL RESERVED

CLO reserves the right to sell all or part of the leased premises upon serving ninety (90) day written notice to Lessee. The land if sold will be sold subject to this lease contract and the rights of the lessee. Prior to sale of land Lessee owned improvements will be appraised separately from the land and Lessee agrees to sell improvements at the CLO approved appraised value to the purchaser if purchaser is not the Lessee. Lessee may appeal the valuation of the improvements in accordance with Title 64 Sec. 225.1.

### 2.4 WATER RIGHTS RESERVED

Lessor reserves from this Lease all water and water rights appurtenant to the Land and the Leased Premises. Sale or release of water from lease premises is prohibited unless written permission is granted by CLO. Lessee may use existing water wells for domestic water purposes without receiving written permission from Lessor. In the event Lessee water well fails and a new water well is required immediately, the Lessee may proceed to drill and complete the well without CLO permission as required in section 3.8.

### 2.5 MINERAL RIGHTS RESERVED

Lessor further reserves from this Lease all right, title, and interest in and to all minerals and substances of value including but not limited to coal, oil, gas and all gravel, rock, sand and other substances of value in, on or under the Land. Lessor specifically acknowledges its use of the Leased Premises for excavation or mineral exploration or production would be inconsistent with the use intended by Lessee.

### 2.6 USE OF SURFACE FOR MINERAL EXPLORATION

Unless written permission is obtained from Lessee and any Mortgagee(s), Lessor agrees not to use the surface of the Land for any purpose directly or indirectly relating to the mineral estate underlying the Land or the exercise of any right of ownership incidental to minerals, rock, sand and other substances of value in place, including, by way of illustration but not limitation, the use of the surface of the Land for the exploration, drilling, mining, operating, production, processing, handling, transportation or marketing of minerals, rock, sand or other substances of value.

### 2.7 DIRECTIONAL DRILLING

The foregoing agreements will not limit or otherwise restrict Lessor from entering into any agreement permitting exploration, mining, drilling, operating, development or production of minerals by way of directional or slanted well bottomed beneath the Land or drilled from a drilling site located on real property other than the surface of the Land. All oil and gas drilling will be done subject to the City of Shawnee ordinances pertaining to mineral exploration within the city limits.

### 2.8 EASEMENTS

CLO reserves and excepts to itself, its lessees, permittees and assigns an access easement to other CLO trust property. CLO reserves the right to grant easements for access and other purposes across the lease premises. It is Lessor's responsibility to consult and reach agreement with any entity seeking an easement and concerning the routing of any such easements prior to CLO granting an easement.

#### 2.8.1 EASEMENTS FOR PUBLIC UTILITIES OR RIGHTS-OF-WAY

It is Lessor's responsibility to agree to grant Governmental authorities or public utility companies easements over, under or across the Leased Premises. Lessor shall not be obligated to grant any such



easement if it would impair the value of any other property owned by Lessor. Further, Lessor will not incur any liability or out-of-pocket expense in the performance of its obligation pursuant to this Section.

Lessee agrees that easements to add utilities for Lessor's lands from Governmental authorities or public utility companies may be granted across Leased Premises when necessary for developing adjoining Trust properties taking into consideration, to the extent possible, minimize the impact to Lessee's use. Lessor and its Real Estate Management Specialist will consult and reach agreements with utilities concerning routing of utility easements prior to CLO granting any easement.

### III CONDITIONS

#### 3.1 PERMANENT CONTRACT OBLIGATIONS

Lessee cannot be released from contract obligations except as provided by this contract or according to law. Debt cannot be reduced or canceled without full payment pursuant to Constitution and laws.

#### 3.2 PAYMENT, BOND, NON-PAYMENT

All unpaid rent shall bear interest at rate of twelve percent (12%) per annum until paid. A ten (10) day grace period is granted for the annual/monthly payment to be received by Lessor. Interest will be charged beginning on the tenth (10) day and will be calculated from the first day of the rental due date. If annual/monthly rent is not paid within 90 days of the due date or an adequate bond provided, the CLO may seek all available legal remedies as provided for in Section V of this lease contract.

#### 3.3 TAXES

Lessee, if obligated, shall pay all taxes and assessments upon improvements and structures, which would otherwise be subject to ad valorem property taxation if constructed on privately owned real estate.

#### 3.4 DISCLOSURE OF INTEREST

Lessee shall notify CLO in writing within 5 days when any public official or employee or any official or employee of the CLO has acquired any direct or indirect interest in this lease.

#### 3.5 HOLD HARMLESS; INDEMNITY

Lessee agrees to indemnify CLO against all claims arising out of the Lessee's use of the premises. Lessee shall promptly notify CLO of any claim.

#### 3.6 SUBLEASES AND ASSIGNMENTS

This lease shall not be subleased. The Lease may be assigned only with prior written consent of CLO. Said consent, at CLO's discretion, will not be unreasonably withheld and may be granted within 30 days after all correct assignment documents are provided to the CLO by Lessee.

#### 3.7 LEASE INSPECTION

Lessor, upon written notice, may enter upon the Property at such times as may be reasonable for inspection, for the purpose of exercising any of its rights reserved under this Lease, or for the purpose of fulfilling any of its obligations hereunder. CLO will provide reasonable notice to the Lessee regarding such inspection and the time of the inspection so that Lessee may meet with CLO representative. If locks are placed on gates, Lessee



agrees to allow Lessor reasonable access to the land to make necessary inspections or CLO reserves the right to remove locks.

### 3.8 LEASE IMPROVEMENTS

Lessee will pay all costs incurred in use of the premises, including establishment and maintenance of ingress and egress. Lessee understands and agrees CLO cannot pay Lessee for any lease improvements made by Lessee. All improvements must be maintained by Lessee. Other than appropriate fencing, commencement of any development or construction of Improvements on the property by Lessee is prohibited unless Lessee has first obtained CLO's prior written approval. Substantial improvements of any nature, such as houses, storage sheds, boat docks etc., shall not be placed on the lease premises without prior written consent of CLO. Lessee shall have the right to place a boat dock on the lake shore, according to Lake Zone ordinances and the City of Shawnee ordinances. The boat dock shall not exceed an area of thirty (30) feet by thirty (30) feet and cannot be used for human habitation. Boat docks are the private property of the Lessee and Lessee may control ingress and egress to the boat dock subject to the terms of this lease. CLO's written approval to commence construction of Improvements may be obtained after Lessee has submitted a proposal to CLO prior to beginning any Improvements on the lease property. The Lessee's proposal shall include construction, location, design, materials, schedule and any other information requested by CLO. Any Improvements must be done to CLO's satisfaction. CLO will provide approval or denial of any Lessee request to build improvements within 30 days of application by Lessee. Failure to approve the request within 30 days is deemed a denial. Lessee agrees to provide the CLO a complete list of all Lessee owned improvements. Failure to comply this Section is deemed a material breach of this Lease by Lessee and the Lease may be terminated at CLO's sole discretion. Improvements placed on the lease premises prior to January 1, 2010 are accepted by CLO as part of the authorized and approved improvements owned by Lessee.

### 3.9 REMOVAL OF IMPROVEMENTS

Lessee(s) agree(s) to remove their improvements, at Lessee(s) expense, within sixty (60) days after contract terminates or improvements may become CLO's property. Additional time for removal of improvements may be granted by CLO upon prior written request. Improvements which are abandoned after said sixty (60) days and are determined to be beneficial to the lease may become property of the Land Office. Improvements which are abandoned after said sixty (60) days and are determined to be a detriment to the lease will be disposed of by the CLO and Lessee will be billed for any cost incurred by CLO.

### 3.10 MAINTAIN IMPROVEMENTS

Lessee agrees to maintain and repair CLO's and Lessee's improvements at Lessee's sole expense. At termination of the lease, Lessee shall, at Lessee's sole expense, refill and render level the surface of the premises as well as reestablish grasses in accordance with the directions of the supervising land management technician and to CLO's satisfaction.

### 3.11 INJURY TO LAND

With the exception of that provided for herein, Lessee will not, without written permission from CLO: remove soil, stone, trees or minerals; permit waste, trespass, trash disposal, littering, or pollution. Lessee will promptly report damage to leased premises or minerals to CLO. No change by Lessee to the property may impact or cause damage to adjacent property. Lessee is responsible for all damages it causes to the property, adjacent or other property as a result of any changes it makes to the property. It is understood that aesthetic



improvement or landscaping of the leased premises shall not constitute injury to land pursuant to this section even though the same may involve cutting or removal of trees, shrubs, or other foliage; removing, adding or relocating soil, stone, or minerals; leveling soil; and/or adding irrigation, drip, or lawn watering systems. For such activities no written permission from the CLO shall be necessary, unless stated otherwise in writing.

### 3.12 NO POLLUTION

Lessee shall carry on the development and/or operation of the lease in a workmanlike manner, and shall not commit or suffer to be committed, waste or pollution upon the lands in its occupancy or use. No hazardous substances or materials may be placed in or on the property without written consent of CLO. Lessee shall preserve the lands, and upon the termination of this lease, promptly surrender and return the premises to the CLO.

### 3.13 DEPOSIT

In the event CLO determines the lease improvements are not being maintained properly by Lessee and as evidence of the Lessee's intentions to abide by the terms and provisions herein stated, the CLO may require that Lessee provide a cash deposit, refundable at the conclusion of the Lease provided all terms and provisions have been fulfilled, in an amount as determined by the CLO.

### 3.14 FORCE MAJEURE

If Lessee is delayed or prevented from performing any term of this Lease (other than payment of Rent) by reason of riots, war, natural disaster or other reason beyond Lessee's control, then performance will be excused for the period of delay and the time for performance will be extended for a period equal to the period of such delay. In no event will payment of Rent be abated or subject to offset.

### 3.15 QUIET ENJOYMENT

Lessor agrees during the Term of this Lease, Lessee will have quiet enjoyment and peaceful possession of the Leased Premises, subject to the terms and conditions of this Lease along with the filed Covenants and Restrictions.

## IV MORTGAGES

### 4.1 LESSEE'S MORTGAGES

From time to time during the Term, Lessee will have the right to execute one or more Mortgages without Lessor's consent, provided all rights of each Mortgagee will be subject to the terms of this Agreement, and subordinate to the rights of Lessor. Lessee may not encumber the estate of Lessor and all liens, mortgages, and other claims against Lessee and Lessee's estate in the Land shall be subordinate to the rights of Lessor. Existing Mortgagee's must be notified of the CLO's ownership. Nothing contained in this Section IV shall be deemed to waive or impair any right or remedy Lessor may have upon default by Lessee under this Lease.

### 4.2 RIGHTS OF MORTGAGEE

If within thirty (30) days after execution of a Mortgage, Mortgagee notifies Lessor in writing of the name and address of Mortgagee and provides to Lessor a copy of the Mortgage, then so long as the Mortgage remains of record the following provisions will apply:

#### 4.2.1 CANCELLATION, DEFAULT

Lessor and Lessee agree not to cancel, surrender or modify this Agreement or terminate this Lease, without prior written notice to each noticed Mortgagee and in the event of default ensure adequate notice and opportunity to cure.

#### 4.2.2 NO MERGER

So long as any Mortgage is in existence the fee title to the Leased Premises and the leasehold estate shall not merge but shall remain separate and distinct.

#### 4.2.3 ATTORNMENT – ESTOPPEL AGREEMENTS

Lessor and Lessee agree to use the agreements included in Exhibit A to this Lease agreement, when required by lenders or sub-lessees.

### V REMEDIES

#### 5.1 MITIGATION, RELET

CLO may re-let the property to mitigate Lessee's damages (including rent) without prejudice to or waiver of its rights to hold Lessee liable for all costs, damages and entire contract rentals less amounts realized from mitigation.

#### 5.2 REPRESENTATIVE MEETING

Lessee agrees to meet CLO's representative at a requested reasonable time.

#### 5.3 LESSEE'S DEFAULT

The following will be events of default by Lessee under this Agreement:

- (a) Failure to make any payment when due; or
- (b) Failure to comply with any other term of this Agreement.

##### 5.3.1 NOTICE; OPPORTUNITY TO CURE

On the occurrence of any Event of Default, Lessor may declare a Default by written notice to Lessee specifying its nature. In the event Lessee cures a Default within thirty (30) days after receipt of notice or commences and diligently prosecutes action which can be reasonably expected to cure a Default within ninety (90) days after receipt of notice, Lessor and Lessee at Lessor's option may be restored to their respective rights and obligations under this Agreement as if no Event of Default occurred. Lessee may request an extension of the ninety-day (90) cure period if it is shown Lessee, using best efforts, cannot accomplish a cure in the time given by this clause.

##### 5.3.2 REMEDIES

On failure of Lessee to cure a Default within the time provided, Lessor will have the option to do any one or more of the following without further notice or demand, in addition to and not in limitation of any other remedy permitted by law or by this Agreement.



### 5.3.3 TERMINATION

Lessor may terminate this Agreement, in which event Lessee will immediately surrender Land and Improvements to Lessor, but if Lessee fails to do so, Lessor may, to the maximum extent permitted by law, without notice and without prejudice to any other remedy Lessor might have, enter and take possession of Land and Improvements and remove Lessee's property.

### 5.3.4 OPTION TO PERFORM

Lessor may perform or cause to be performed the obligations of Lessee under this Agreement and may enter the Land and Improvements to accomplish such purpose. Lessee agrees to reimburse Lessor on demand for any expense Lessor might incur in effecting compliance with the terms of this Agreement on behalf of Lessee, which expense will bear interest at sixteen percent (16%) until payment to Lessor.

### 5.3.5 NO WAIVER

No action by Lessor during the Term will be deemed an acceptance by Lessor of an attempted surrender of the Land or Improvements. No re-entry or taking possession of the Land or Improvements by Lessor will be construed as an election by Lessor to terminate this Agreement, unless Lessor signs a written notice of termination. Notwithstanding any re-entry or taking possession, Lessor may later elect to terminate this Agreement for a previous Default. Acceptance by Lessor of any Payment following the occurrence of an Event of Default will not be construed as waiver of such Event of Default. No waiver of any Event of Default by Lessor will be deemed to constitute a waiver of any other or future Event of Default.

Forbearance by Lessor to enforce one or more remedies will not be deemed to constitute a waiver of any Default. No provision of this Agreement will be deemed waived by Lessor unless waiver is in writing signed by Lessor. Rights and remedies granted to Lessor in this Agreement are cumulative and every other right or remedy Lessor has in law or equity and the exercise of one or more rights or remedies will not prejudice the concurrent or subsequent exercise of other rights or remedies.

### 5.4 BIND, BENEFIT, COMPLETE AGREEMENT, CHANGES

All terms and conditions of this lease shall be binding on CLO and Lessee, its heirs, devisees, administrators, executors, successors and assigns and all persons claiming by, through or under Lessee. This lease document contains the complete agreement between the Parties; any changes to the lease must be in writing and agreed to and approved by the Parties.

### 5.5 SEVERABILITY, SAVINGS

If any provision of this Agreement is determined to be invalid or unenforceable to any extent, the remainder of the provisions will not be affected and will be valid and enforceable to carry out, to the fullest extent possible, the original intent of the Parties as permitted by law.

[Remainder of Page Blank]



VI NON-COLLUSION

6.1 NON-COLLUSION STATEMENT

Lessee states as a material consideration of the contract (s)he has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in obtaining this Lease. Furthermore, (s)he did not conspire or collude with, give or receive anything of value to, or agree to give or receive anything of value to any bidder or potential bidder relative to obtaining this Lease.

IN WITNESS WHEREOF, Lessee and CLO have executed and approved this contract of 11 pages.

LESSEE: JULIE AKERMAN AND JAIME JOHNSTON

Julie Akerman

1-7-19  
Date

Jaime Johnston

1-7-19  
Date

LESSOR: COMMISSIONERS OF THE LAND OFFICE (CLO)

BY: [Signature]  
HARRY BIRDWELL, SECRETARY

Reviewed by initials: \_\_\_\_\_  
Date: \_\_\_\_\_  
LEASE NO. 106455

|                          |                                       |
|--------------------------|---------------------------------------|
| For Land Office Use Only |                                       |
| No.                      | <u>106455</u>                         |
| Volume                   | <u>DB</u>                             |
| Recorded                 | <u>1/9/2019</u><br>(Date)             |
| By                       | <u>[Signature]</u><br>(Records Clerk) |

**From:** [Tranna Fischer](#)  
**To:** [Joseph A. Barker](#)  
**Cc:** [Julie Akerman](#)  
**Subject:** Jen Johnston & Julie Akerman  
**Date:** Friday, May 8, 2020 9:53:52 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)

---

Joseph,

Below is the request and the response. Let me know if you need anything further.



Tranna Fischer, CPO  
Commissioners of the Land Office  
405-521-4200  
[tranna.fischer@clo.ok.gov](mailto:tranna.fischer@clo.ok.gov)

---

From: Jen Johnston and Julie Akerman  
Subject: Lot 29 - Johnston Lease -15226 S School Rd

Good morning,

I hope you are doing well! I wanted to reach out to you with our plans. We have decided we would like to build a small A-frame home about 1463 sf, to satisfy the square footage requirements for a primary residence and leave the tiny home as a guest house.

At this time, the City of Shawnee needs a conditional use permit application submitted for us to be able to live in our tiny home while building the home and for it to remain a guest house after the primary residence is complete.

I have attached the proposed home and the site plan for approval per the CLO.

### **June 13, 2019**

Response from James Sturgeon,

I think it should work, consider this as CLO's approval of the Plan and for the Tiny House to remain a guest house

after the primary residence is complete.

Let us know how we can help. And congratulations on your new life!



*James Spurgeon, Director  
Real Estate Management Division  
Commissioners of the Land Office*

This message may contain information that is confidential and legally privileged. Please do not read, copy, forward, or store this message unless you are an intended recipient of it. If you have received this message in error, please reply to the sender and delete this message completely from your computer system.



**From:** [Jen & Arlin Collins](#)  
**To:** [Joseph A. Barker](#)  
**Subject:** Re: Zoom meeting  
**Date:** Monday, May 4, 2020 11:57:20 AM

---

The cabin is 384 sq ft and it will share a driveway

Jen Collins

> On May 4, 2020, at 11:10 AM, Joseph A. Barker <[Joseph.Barker@shawneeok.org](mailto:Joseph.Barker@shawneeok.org)> wrote:

>

> Thank you.

>

> Regarding your application, could you tell me how many square feet the structure intended to be a guest cabin will be? And will it share a common driveway with the primary residence?

>

> Joseph Barker

> Assistant City Planner

> 222 N. Broadway

> Shawnee, OK 74801

> (405) 878 - 1672

> [Joseph.Barker@shawneeok.org](mailto:Joseph.Barker@shawneeok.org)

>

>

> -----Original Message-----

> From: Jen & Arlin Collins <[collinsfamily227@gmail.com](mailto:collinsfamily227@gmail.com)>

> Sent: Monday, May 4, 2020 8:26 AM

> To: Joseph A. Barker <[Joseph.Barker@shawneeok.org](mailto:Joseph.Barker@shawneeok.org)>

> Subject: Re: Zoom meeting

>

> Address: 15226 S School Rd

> 405-517-3280

> Meeting 5/15/20

>

> Thank you!

>

> Jen Collins

>

>> On May 4, 2020, at 8:20 AM, Joseph A. Barker <[Joseph.Barker@shawneeok.org](mailto:Joseph.Barker@shawneeok.org)> wrote:

>>

>> Yes, you will need to log into Zoom to participate in the meeting. You can send me an e-mail with your address and telephone number, and I will make sure you are registered with us to be at the virtual meeting. Before the meeting starts, I will send you a link to it.

>>

>> Joseph Barker

>> Assistant City Planner

>> 222 N. Broadway

>> Shawnee, OK 74801

>> (405) 878 - 1672

>> [Joseph.Barker@shawneeok.org](mailto:Joseph.Barker@shawneeok.org)

>>

>>

>> -----Original Message-----

>> From: Jen & Arlin Collins <[collinsfamily227@gmail.com](mailto:collinsfamily227@gmail.com)>

>> Sent: Friday, May 1, 2020 4:55 PM

>> To: Joseph A. Barker <Joseph.Barker@shawneeok.org>

>> Subject: Zoom meeting

>>

>> Good afternoon Joseph,

>>

>> I would like to inquire about the meeting for my conditional use permit at 15226 S School Rd, since the planning commission meeting will be via Zoom on 5/15, will I need to be logged into the meeting in order to respond if any questions are specifically asked that I can answer? I have not used zoom before so I just want to make sure I'm available so I don't delay the process any further. Thank you for your assistance.

>>

>> Jen Collins



## PLANNING COMMISSION APPLICATION

### Planning Department

222 N. Broadway  
Shawnee, OK 74801  
(405) 878-1616 Fax (405) 878-1587  
[www.ShawneeOK.org](http://www.ShawneeOK.org)

For Office Use Only

Case Number:

POT-20

Project Number:

200262

Date Filed:

3/3/2020

Planning Commission Secretary

### REQUEST:

☐ Rezoning  
☒ Conditional Use Permit

☐ Rezoning w/Conditional Use Permit  
☐ Planned Unit Development

I, the undersigned, do hereby respectfully make application and petition to the City Commission to amend the zoning map, and to change the zoning district of the Shawnee area, from \_\_\_\_\_ District to \_\_\_\_\_ District, as hereinafter requested, and in support of this application, the following facts are shown:

**PROPERTY LOCATION (STREET ADDRESS):** 15226 South School Rd

**LEGAL DESCRIPTION:** LOT 29 Subdivision Shawnee School Land Plat in S2/4 SE/4 NE/4

**PROPERTY OWNER (S):** CLD

SEC. 16-10N-02E1M

**PROPERTY AGENT (APPLICANT):** Jennie Collins

**APPLICANT'S ADDRESS:** (mailing) P.O. Box 183 Newalla, OK 74857 (physical) 15226 S. School Rd

**CITY:** Shawnee **STATE:** OK **ZIP:** 74801

**EMAIL ADDRESS:** collinsfamily227@gmail.com

**TELEPHONE NUMBER:** (405) 517-3280 **CONTACT NUMBER:** ( )

### DIMENSIONS OF PROPERTY:

**AREA:** \_\_\_\_\_ **WIDTH:** 140.98'  
**LENGTH:** 160.95' **FRONTAGE:** 428.17'

**CURRENT ZONING:** residential, single family **CURRENT USE:** primary residence

**PROPOSED ZONING:** residential, single family **PROPOSED USE:** guest cabin once new home is built

With the filing of this application, I acknowledge that I have been informed of off-street parking, fencing and paving requirements in regard to the zoning I have requested as witnessed by my signature.

APPLICATION, OFFICIAL OWNERSHIP LIST AND PAYMENT  
MUST BE RECEIVED 30 DAYS PRIOR TO MEETING

Jennie Collins  
SIGNATURE OF APPLICANT

### FOR STAFF USE ONLY

**REZONING &/OR C.U.P FEE \$ 280.00**

**RECEIPT NO.** \_\_\_\_\_

**PLANNED UNIT DEVELOPMENT FEE \$ 550.00**

**SIGN DEPOSIT \$ 50.00**

(Refundable if Applicant returns 48 hrs. after City Commission Meeting)

**PLANNING COMMISSION ACTION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**CITY COMMISSION ACTION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PLACE ON ZONING MAP:** \_\_\_\_\_ **ORDINANCE NO.:** \_\_\_\_\_



CITY OF SHAWNEE  
AMENDED PUBLIC HEARING NOTICE  
CASE #P07-20

Notice is hereby given that the City of Shawnee, Oklahoma, will conduct a public hearing on a proposed conditional use permit of property located within the City of Shawnee.

The property requesting a conditional use permit is described as follows:

Lot Twenty-nine (29), of SHAWNEE SCHOOL LAND, to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof.

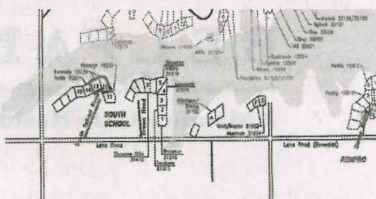
General Location Known As:  
15226 South School Road

Current Zoning Classification:  
A-1 (Rural Agricultural)

Requested Zoning Classification:  
A-1 (Rural Agricultural w/ CUP)

Proposed Use of Property  
Guest Cottage

Applicant: Jennie Collins



The "Zoning Map of the City of Shawnee, Oklahoma" will be amended accordingly to reflect such change if approved by the City Commission.

The public hearing will be held by the Planning Commission virtually on the Zoom® platform and by the City Commission either on the Zoom® platform or physically at the Commission Chambers pending COVID-19 Emergency Declaration Status as follows:

May 15th, 2020 AT 1:30 P.M.:  
CITY OF SHAWNEE PLANNING COMMISSION  
(Planning Commission rescheduled from May 6, 2020)

May 18th, 2020 AT 6:00 P.M.: CITY OF SHAWNEE CITY COMMISSION

The item will be heard by the Planning Commission virtually on the Zoom® platform and by the City Commission either virtually on the Zoom® platform or physically at the Commission Chambers (16 West 9th Street) pending COVID-19 Emergency Declaration Status. For anyone that wishes to view the meeting in the event the item is heard virtually, it will be broadcasted live on Vyve Channel 3 or via the City of Shawnee's website at:  
[http://www.shawneeok.org/services/video\\_multimedia/city\\_connect\\_life.php](http://www.shawneeok.org/services/video_multimedia/city_connect_life.php)

At this time any interested citizen of Shawnee, Oklahoma will have the opportunity to be heard with regard to the conditional use permit; however, in the event the item is heard virtually due to the Mayor's Declared Emergency, members of the public who wish to speak to the Commission on the proposed conditional use permit must register with the Planning Department at least 60 minutes prior to the meeting by calling 405-878-1616 or sending an e-mail to [Joseph.Barker@shawneeok.org](mailto:Joseph.Barker@shawneeok.org) with their name, address, and telephone number. To participate in a virtual meeting, individuals will need access to Zoom® (<https://zoom.us/>). A link to the meeting will be provided via e-mail to the participants prior to the meeting and the participant should be signed into the meeting 20 minutes prior to the public hearing. The Commission reserves the right to limit discussion and debate on the proposed conditional use permit in the public hearing, in which event those persons speaking in support or opposition of the proposed conditional use permit will be allotted equal time. Any formal protest must be filed in writing with the City Clerk during normal working hours before 5:00 p.m. a minimum of three (3) days prior to the hearing. If there are any questions about the proposal, or you need additional information prior to the public hearing, please contact the Planning Department at 405-878-1616. A copy of the application is available electronically for public inspection during normal working hours and can be accessed from the Planning Secretary's office at 405-878-1616 or by e-mailing [Joseph.Barker@shawneeok.org](mailto:Joseph.Barker@shawneeok.org).

Witness my hand this 24th day of April, 2020.

/s/ Kacie Eck, Deputy for  
Lisa Lasyone, City Clerk  
(Published in the Shawnee News-Star on April 28th, 2020)

## Affidavit of Publication

The Shawnee News-Star  
215 N. Bell  
Shawnee OK 74801  
(405) 273-4200

State of Oklahoma  
County of Pottawatomie

I, Wanda Westerman, of lawful age, being duly sworn upon oath, deposes and says that I am the Legal Advertising Account Executive of The Shawnee News-Star, a Daily publication that is a "legal newspaper" as that phrase is defined in 25 O.S. §106 for the City of Shawnee, for the County of Pottawatomie, in the State of Oklahoma, and that the attachment hereto contains a true and correct copy of what was actually published in said legal newspaper in consecutive issues on the following date(s):

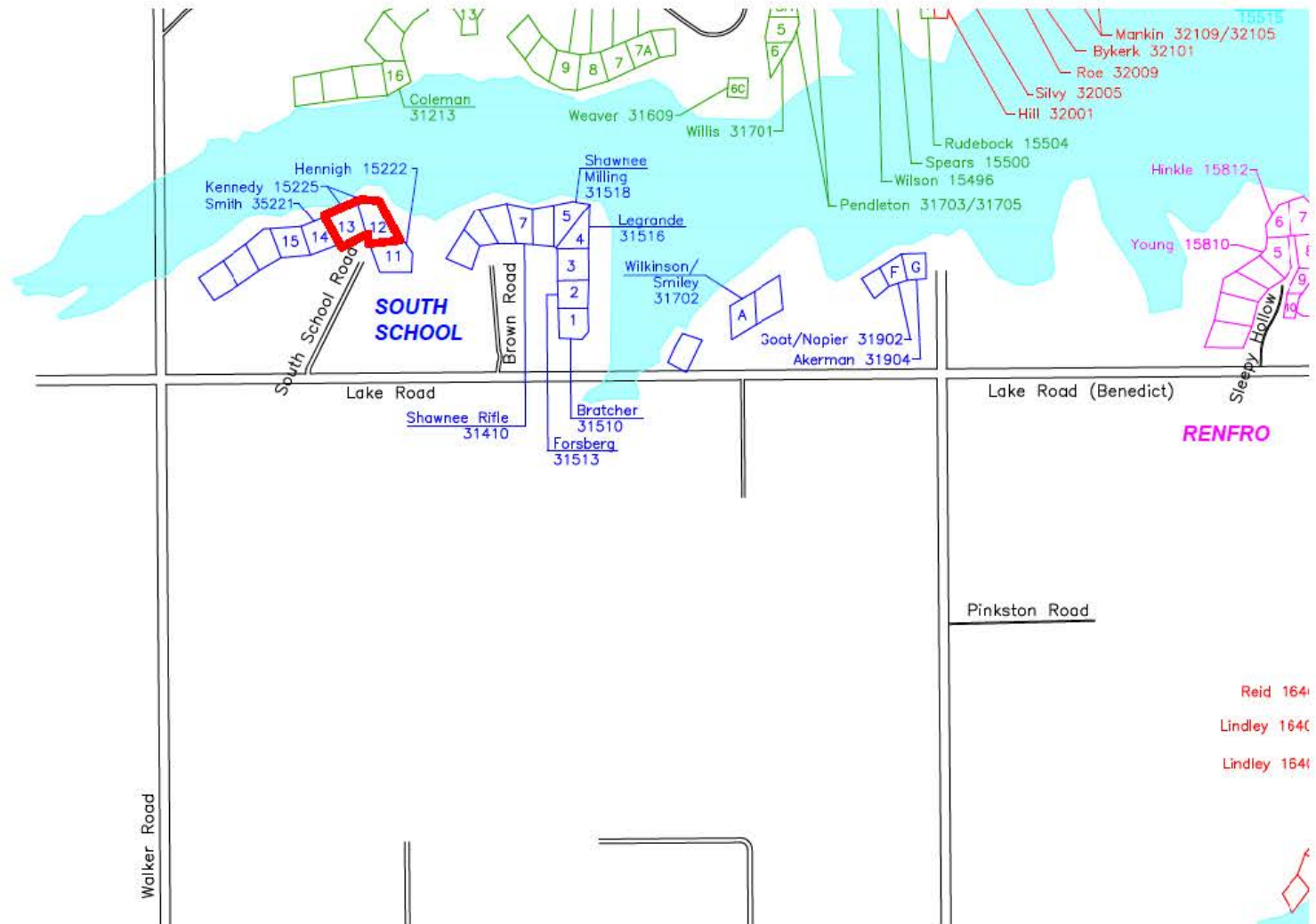
Insertion Date(s): April 28<sup>th</sup>, 2020  
Publishing Fee: \$128.35

Wanda Westerman  
Wanda Westerman, Account Executive

Signed and sworn to before me this 28<sup>th</sup> day of April, 2020.

Cayla Medley  
Cayla Medley, Notary Public  
My Commission Expires: March 6<sup>th</sup>, 2022  
Commission No. 18002252







**CERTIFICATE OF BONDED ABTRACTOR**  
**(300 FEET RADIUS REPORT)**

STATE OF OKLAHOMA                                 )  
                                                                      ) §:  
COUNTY OF POTTAWATOMIE                         )

The undersigned bonded abstractor in and for Pottawatomie County, State of Oklahoma, does hereby certify that the following Ownership is true and correct according to the current year's tax rolls in the office of the County Treasurer of Pottawatomie County, Oklahoma, as updated by the records of the County Clerk of Pottawatomie County, Oklahoma; that the owners, as reflected by said records, are based on the last conveyance or final decree of record of certain properties located within 300 feet in all directions of the following described land:

Lot Twenty-nine (29), of SHAWNEE SCHOOL LAND, to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof.

and find the following owners, addresses and brief legal descriptions on the attached pages numbered from (1) to (1 ), both inclusive.

*NOTICE TO CUSTOMERS: This report is released with the understanding that the information is strictly confidential. This report contains information from public land records only and is not to be construed as an abstract of title, opinion of title, title commitment, title insurance policy, or environmental research report. As used herein, the term "public land records" means those land records which under the recording laws of the applicable state, impart constructive notice to the third parties with respect to recorded, unreleased or record instruments memorializing legal interests in real estate. The company suggests that you contact your attorney for matters of a legal nature or legal opinion. We have exercised due care and diligence in preparing this report, however, the Abstractor does not guarantee validity of the title and acceptance of this report by the Company or person(s) for whom this report is made, constitutes agreement and confirmation of the limitation of this report.*

Dated: February 3, 2020 at 7:30 AM

**First American Title Insurance Company**

By: 

Michelle Cook  
Abstractor License No. 3286  
OAB Certificate of Authority # 017  
File No. 2413053-OK99



**OWNERSHIP LIST**

**ORDER NO. 2413053**

DATE PREPARED: February 13, 2020

EFFECTIVE DATE: February 3, 2020 @ 7:30 am

| <b>OWNER</b>                                                                                      | <b>LOT</b> | <b>BLK</b> | <b>ADDITION</b>                                                                                                                                                                      |
|---------------------------------------------------------------------------------------------------|------------|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| AKERMAN JULIE<br>31950 LAKE RD<br>SHAWNEE OK 74801-0000                                           | 29         |            | SHAWNEE SCHOOL LAND<br>(Improvements)                                                                                                                                                |
| BIGBIE ROCKY W & LAURIE Q<br>1811 S BROADWAY<br>GUTHRIE OK 73044-0000                             | 26         |            | SHAWNEE SCHOOL LAND                                                                                                                                                                  |
| PRIVETTE ROGER & THERESA<br>9104 SUN COUNTRY DR<br>MIDWEST CITY OK 73130-0000                     | 27         |            | SHAWNEE SCHOOL LAND<br>(LEASE)                                                                                                                                                       |
| COMMISSIONERS OF LAND<br>OFFICE<br>204 N ROBINSON AVE STE 900<br>OKC OK 73102-0000                | 27         |            | SHAWNEE SCHOOL LAND                                                                                                                                                                  |
| COMMISSIONERS OF LAND<br>OFFICE<br>204 N ROBINSON AVE STE 900<br>OKC OK 73102-0000                | 28         |            | SHAWNEE SCHOOL LAND                                                                                                                                                                  |
| GRAY PATSY RUTH & ALESIA G<br>HERTZ & REBECCA R COLLINS<br>31201 LAKE RD<br>SHAWNEE OK 74801-0000 |            |            | BEG NE/C W1/2 NW W345'<br>S660' E345' N660' POB &<br>DES AS BEG E813.70' FROM<br>NW/C NW TH S1320.85' TH<br>E500.32' TH N720.47' W345'<br>TH N600' TH W156.62' POB<br>(NW 21-10N-2E) |
| HENNIGH THOMAS & ANNA<br>PO BOX 351<br>FAIRACRES NM 88033-0000                                    | 30         |            | SHAWNEE SCHOOL LAND                                                                                                                                                                  |
| COMMISSIONERS OF LAND<br>OFFICE<br>204 N ROBINSON AVE STE 900<br>OKC OK 73102-0000                |            |            | S2 OF 16-10N-2E<br>(LESS & EXCEPT LOTS 1-<br>45 PLATTED INTO<br>SHAWNEE SCHOOL LAND)                                                                                                 |

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: LOT TWENTY-NINE (29), OF SHAWNEE SCHOOL LAND, TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF FROM ZONING CLASSIFICATION A-1 (RURAL AGRICULTURE DISTRICT) TO A-1 (RURAL AGRICULTURE DISTRICT) WITH A CONDITIONAL USE PERMIT AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

WHEREAS, pursuant to notice duly given as required by law, a public hearing conducted by the Board of Commissioners of the City of Shawnee, Oklahoma on the 18<sup>th</sup> day of May, 2020, upon an application to rezone certain properties located in the City of Shawnee, Oklahoma, from zoning classification A-1 (Rural Agricultural District) to A-1 (Rural Agricultural District) with a Conditional Use Permit.

WHEREAS, the Planning Commission of the City of Shawnee has conducted one or more public hearings on said application pursuant to notice as required by law and has submitted its final report and recommendation upon said application to the Board of Commissioners; and,

WHEREAS, it appears to be in the best interest of the City of Shawnee and the inhabitants thereof for said properties to be rezoned to A-1 (Rural Agricultural District) with a Conditional Use Permit.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA:

SECTION 1: That the following described property located in the City of Shawnee, Oklahoma, to-wit: LOT TWENTY-NINE (29), OF SHAWNEE SCHOOL LAND, TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF FROM ZONING CLASSIFICATION A-1 (RURAL AGRICULTURE DISTRICT) TO A-1 (RURAL AGRICULTURE DISTRICT) WITH A CONDITIONAL USE PERMIT AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

PASSED AND APPROVED this 18<sup>th</sup> day of May, 2020.

\_\_\_\_\_  
RICHARD FINLEY, MAYOR

(SEAL)  
ATTEST:

\_\_\_\_\_  
LISA LASYONE, CMC, CITY CLERK

Approved as to form and legality this 18<sup>th</sup> day of May, 2020.

\_\_\_\_\_  
JOSEPH M. VORNDRAN,  
CITY ATTORNEY

**Regular Board of Commissioners**

**6.**

Meeting Date: 05/18/2020

Sales Tax and Budget Report

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Acknowledge monthly Sales Tax and Budget Report.

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Attachments

Sales Tax

Budget Report

---





Date: May 18, 2020  
To: Honorable Mayor and City Commissioners  
From: Ashley Neel, CPA, Finance Director and City Treasurer  
Subject: May Sales and Use Tax Deposit

---

**Sales and Use Tax Collections:** The Oklahoma Tax Commission (the “OTC”) collects and enforces collection of sales and use taxes, including special earmarked taxes such as alcohol and tobacco, for the entities responsible for remitting taxes to the City of Shawnee. Entities with monthly tax liabilities exceeding \$2,500 are required to remit tax estimates each month by the 20<sup>th</sup>; in addition, entities are required to report their final tax collections for the previous month along with a final payment of taxes for the previous month on the 20<sup>th</sup>. To summarize, tax collections remitted to the City of Shawnee by the OTC in May consist of April estimates and March final reported collections. Any taxes collected for months prior to December will include accrued late penalties and interest.

**Sales Tax Collection Allocated by Fund:**

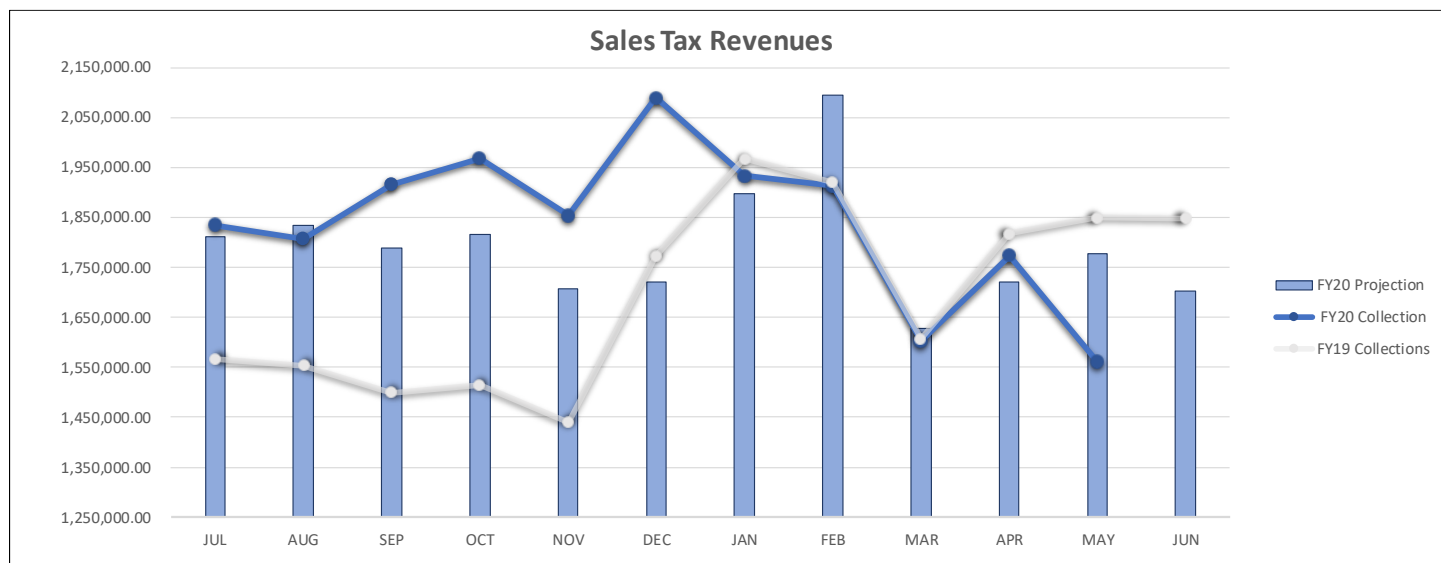
The May sales tax deposit was \$1,561,504.19, including interest of \$1,596.12, to be allocated as follows:

| <u>Fund</u>                     | <u>Allocation</u>                 |
|---------------------------------|-----------------------------------|
| General Fund                    | \$ 892,288.12                     |
| 2018 Capital Improvements Fund  | 223,072.03                        |
| Capital Improvements Fund       | 172,880.82                        |
| Street Improvements Fund        | 195,188.01                        |
| Economic Development Fund       | 22,307.21                         |
| Police Sales Tax Fund           | 27,884.00                         |
| Fire Sales Tax Fund             | <u>27,884.00</u>                  |
| <br>Total Sales Taxes Collected | <br><u><u>\$ 1,561,504.19</u></u> |

**Finance Department Report:**

Sales and use tax collections totaled \$1,743,447.19 for May 2020. It should be noted the budget for the last three months of FY 2019-2020 has been adjusted in response to COVID-19. For the year, sales tax collections are up \$455,253 or 2.30%, over the projected budget year-to-date. Use tax collections are up approximately \$465.033, or 27.25%, over the projected budget year-to-date.

**Fiscal Year 2020 Sales Tax Collections and Performance:**



|                                    | Projected<br>Budget | Actual        | Amount<br>Variance | Percentage<br>Variance |
|------------------------------------|---------------------|---------------|--------------------|------------------------|
| Sales Tax Receipts (May 2020):     | \$ 1,777,393        | \$ 1,561,504  | \$ (215,888)       | -12.15%                |
| Sales Tax Receipts (year-to-date): | \$ 19,797,128       | \$ 20,252,381 | \$ 455,253         | 2.30%                  |

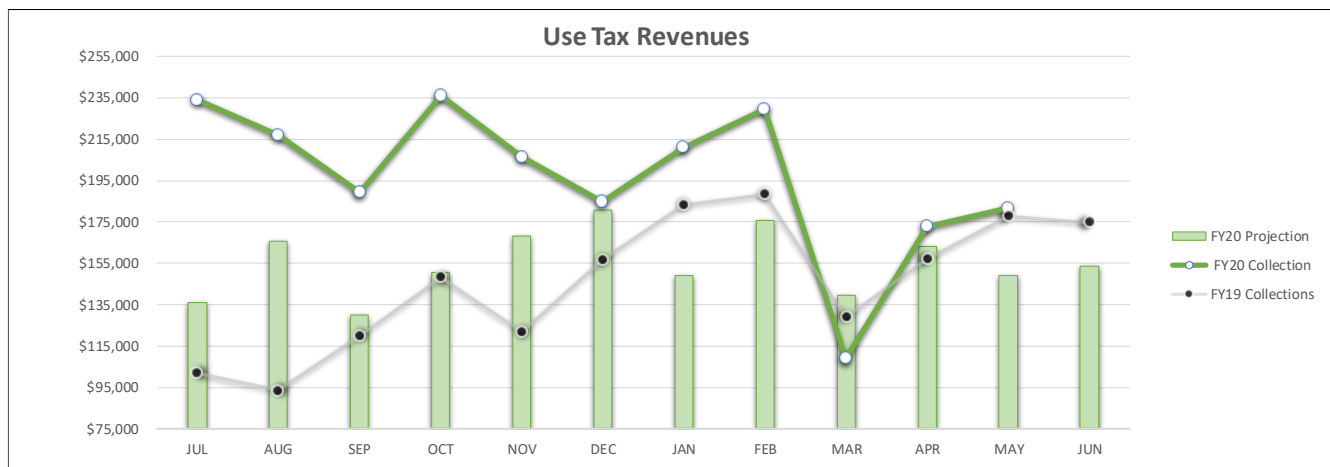
  

|                                     | May 2020     | May 2019     | Amount<br>Variance | Percentage<br>Variance |
|-------------------------------------|--------------|--------------|--------------------|------------------------|
| Sales Tax Receipts (vs Prior Year): | \$ 1,561,504 | \$ 1,849,979 | \$ (288,475)       | -15.59%                |

|                                     | Year To Date<br>FY 2020 | Year To Date<br>FY 2019 | Amount<br>Variance | Percentage<br>Variance |
|-------------------------------------|-------------------------|-------------------------|--------------------|------------------------|
| Sales Tax Receipts (vs Prior Year): | \$ 20,252,381           | \$ 18,508,300           | \$ 1,744,080       | 9.42%                  |

## Fiscal Year 2020 Use Tax Collections and Performance:



|                                  | Projected<br>Budget | Actual       | Amount<br>Variance | Percentage<br>Variance |
|----------------------------------|---------------------|--------------|--------------------|------------------------|
| Use Tax Receipts (May 2019):     | \$ 148,987          | \$ 181,943   | \$ 32,956          | 22.12%                 |
| Use Tax Receipts (year-to-date): | \$ 1,706,741        | \$ 2,171,774 | \$ 465,033         | 27.25%                 |

|                                   | May 2020   | May 2019   | Amount<br>Variance | Percentage<br>Variance |
|-----------------------------------|------------|------------|--------------------|------------------------|
| Use Tax Receipts (vs Prior Year): | \$ 181,943 | \$ 177,933 | \$ 4,011           | 2.25%                  |

|                                   | Year To Date<br>FY 2020 | Year To Date<br>FY 2019 | Amount<br>Variance | Percentage<br>Variance |
|-----------------------------------|-------------------------|-------------------------|--------------------|------------------------|
| Use Tax Receipts (vs Prior Year): | \$ 2,171,774            | \$ 1,578,380            | \$ 593,395         | 37.60%                 |





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# APRIL BUDGET REPORT

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MAY 18, 2020

PREPARED BY SHAWNEE FINANCE DEPARTMENT

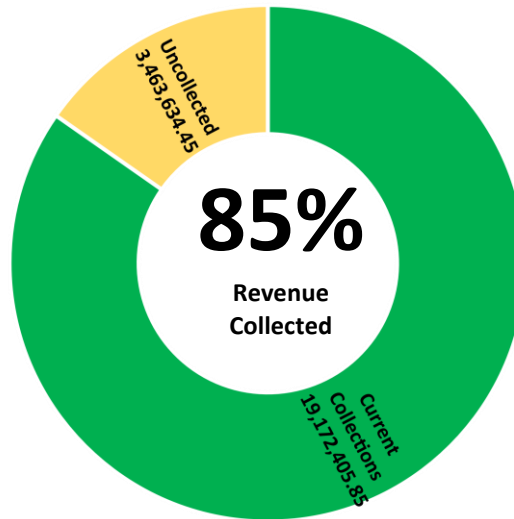
\*Reflects all transactions as of May 14, 2020.

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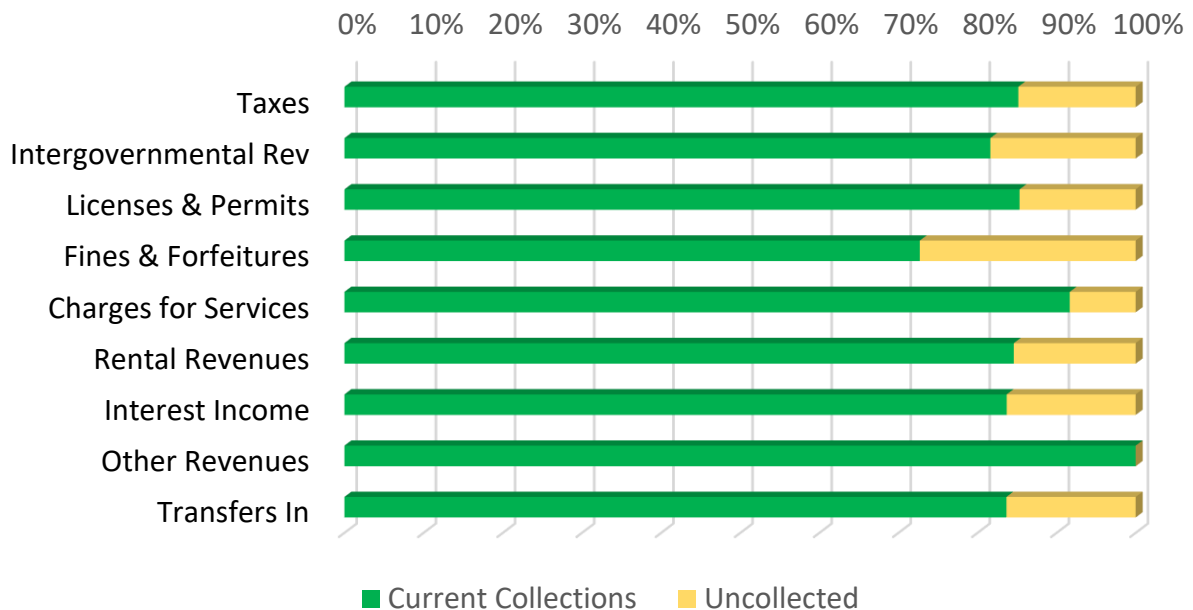
## General Fund

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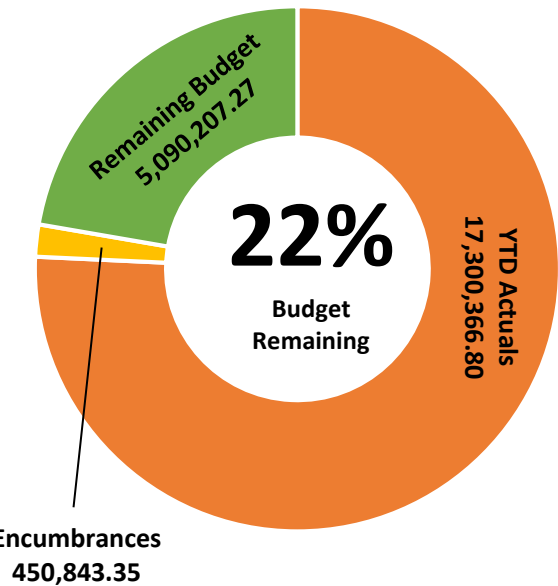
### REVENUES:



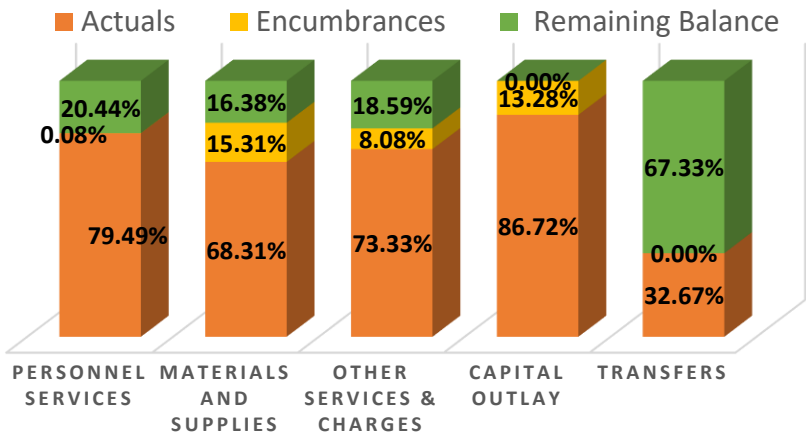
### REVENUE BY SOURCE



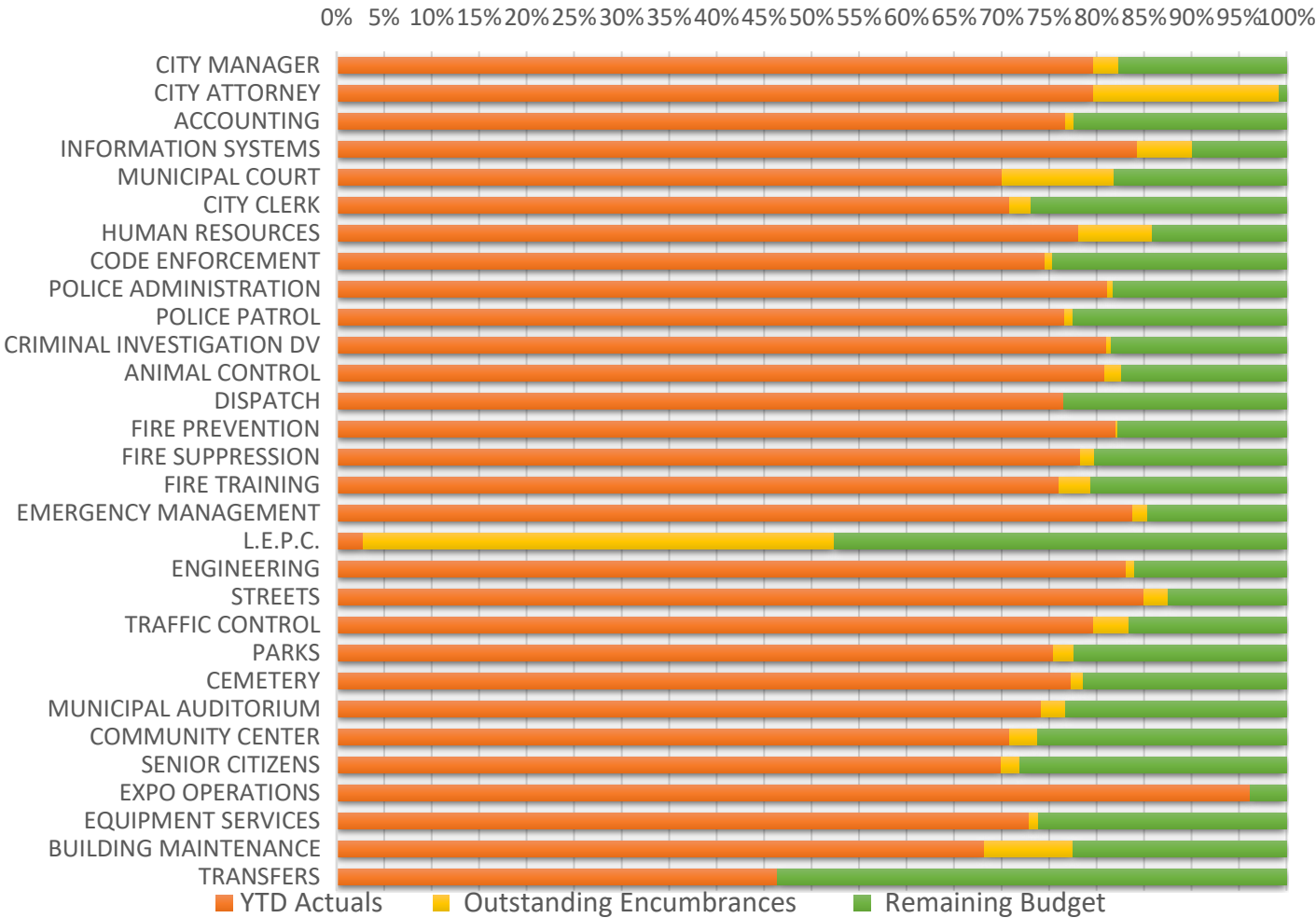
EXPENDITURES:



BREAKDOWN BY ACCOUNT GROUP



BREAKDOWN BY DEPARTMENT



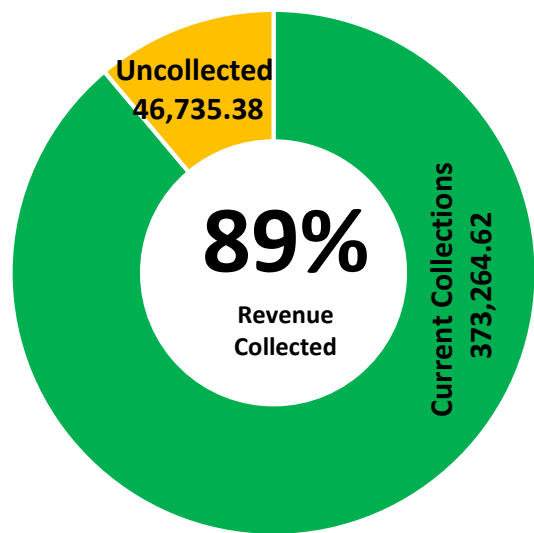
Total Number of Budgeted Positions: 219.5

\*Numbers Behind the Graphs can be found at the end of the report.

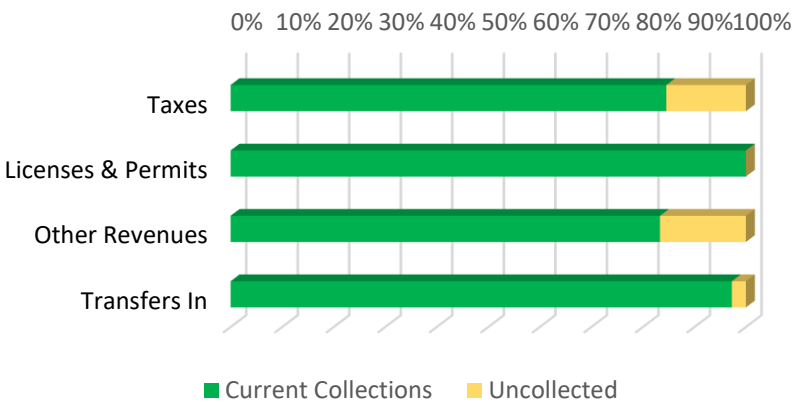


Street & Alley Fund

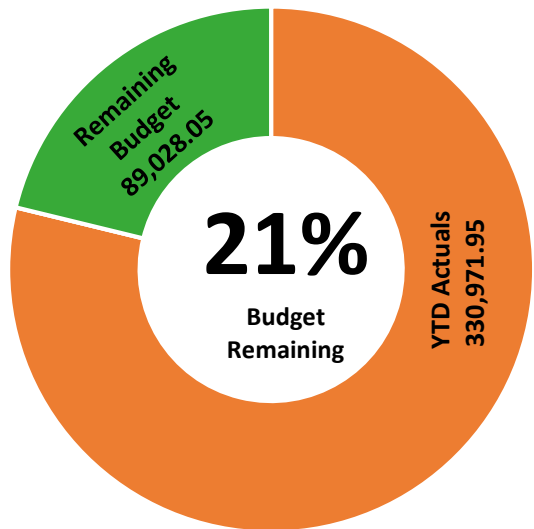
REVENUES:



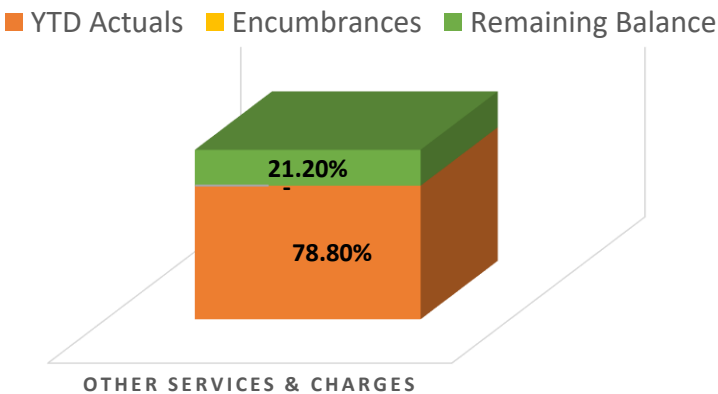
REVENUE BY SOURCE



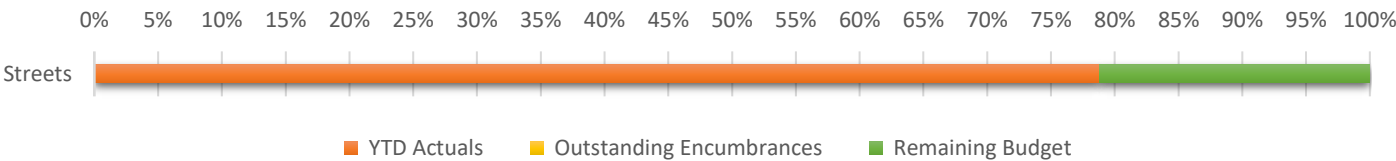
EXPENDITURES:



BREAKDOWN BY ACCOUNT GROUP



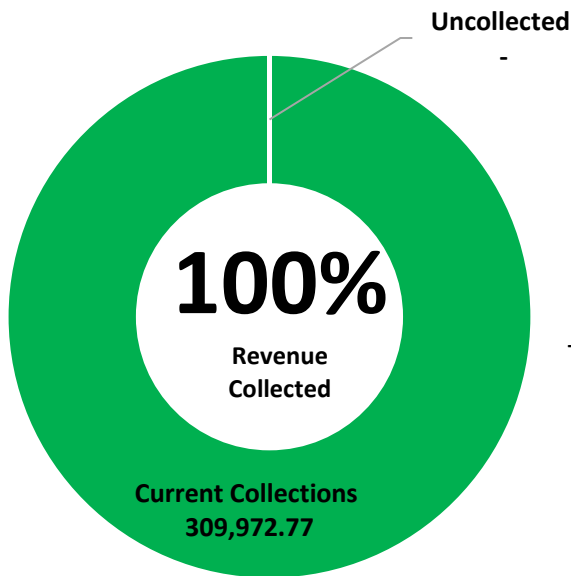
BREAKDOWN BY DEPARTMENT



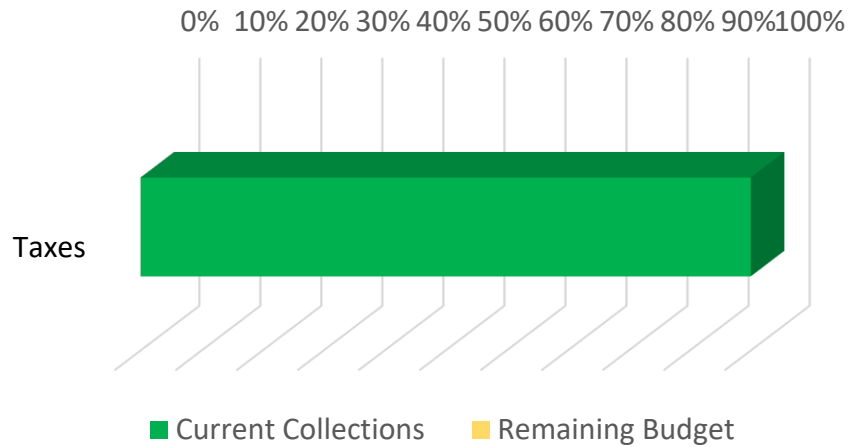
\*Numbers Behind the Graphs can be found at the end of the report.

## E-911 Fund

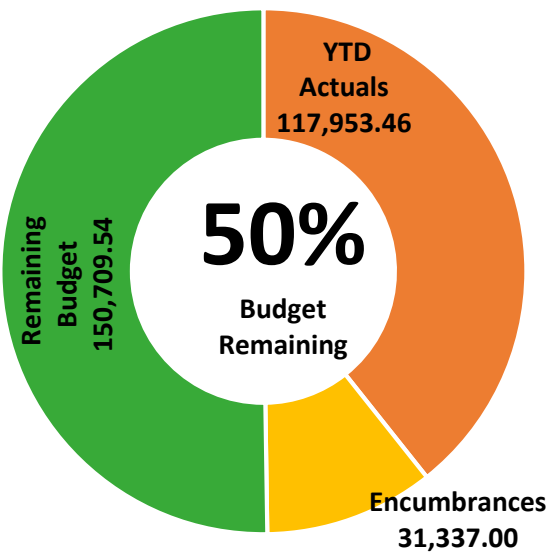
### REVENUES:



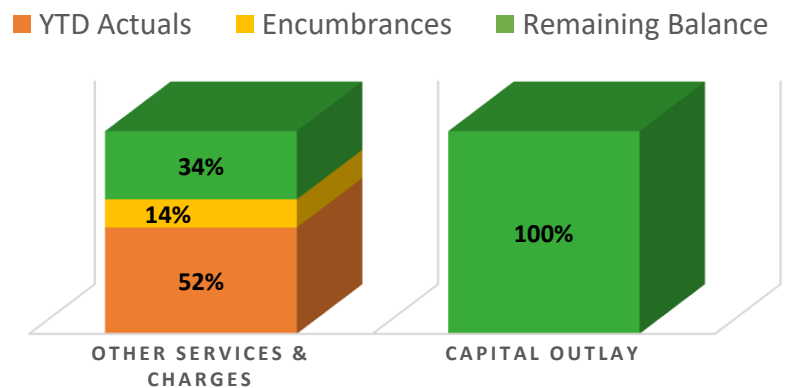
### REVENUE BY SOURCE



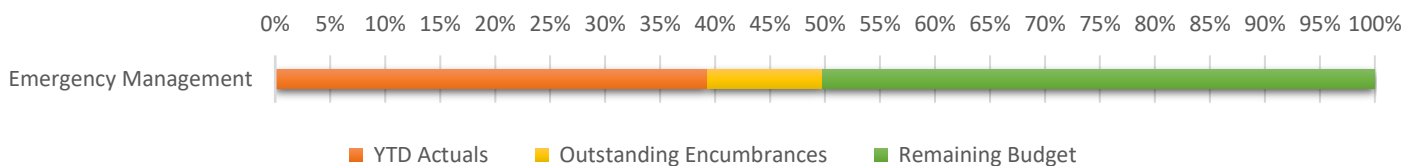
### EXPENDITURES:



### BREAKDOWN BY ACCOUNT GROUP



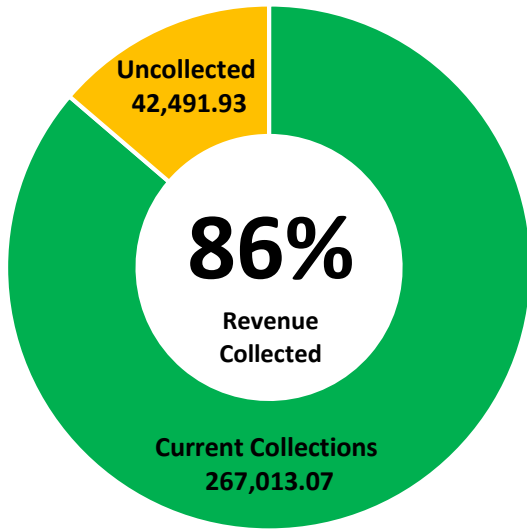
### BREAKDOWN BY DEPARTMENT



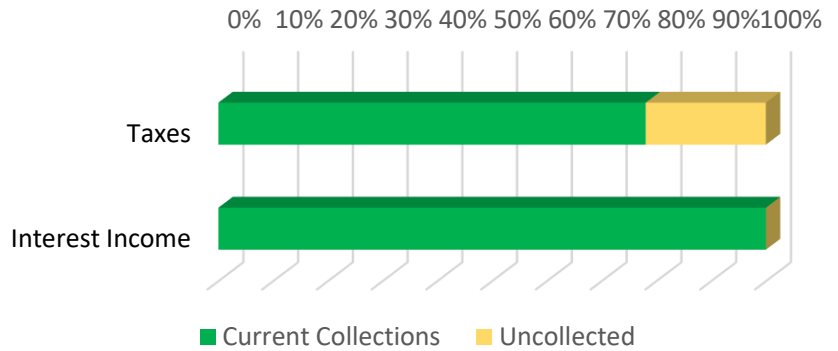
\*Numbers Behind the Graphs can be found at the end of the report.

## Economic Development Fund

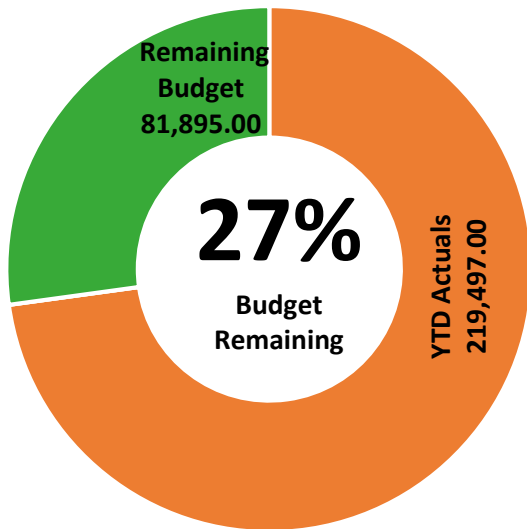
### REVENUES:



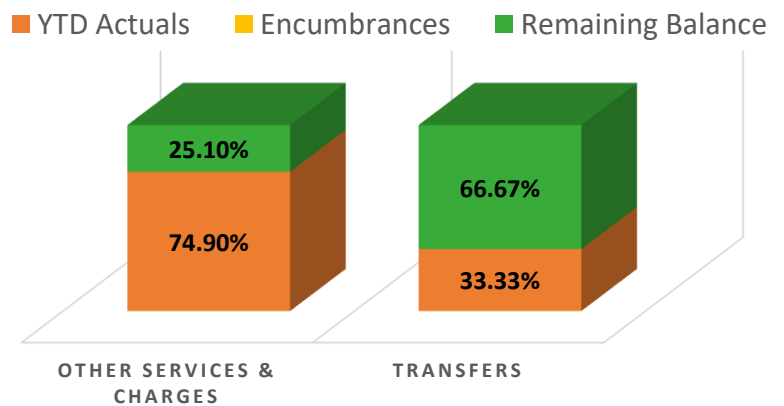
### REVENUE BY SOURCE



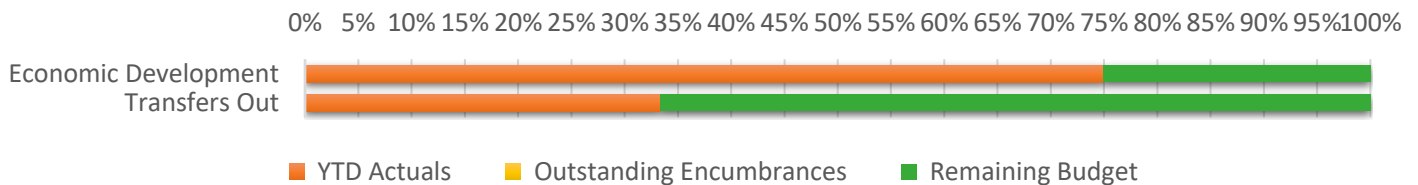
### EXPENDITURES:



### BREAKDOWN BY ACCOUNT GROUP



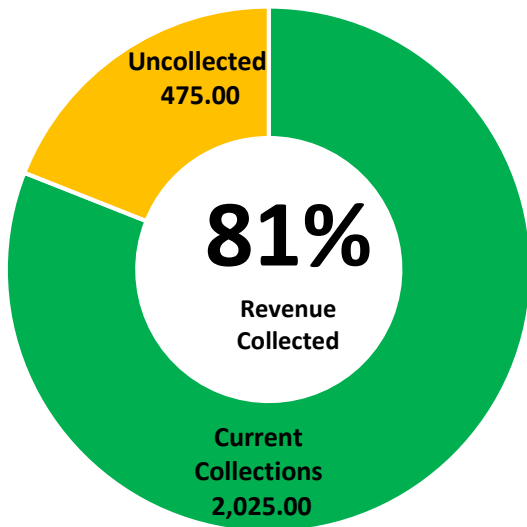
### BREAKDOWN BY DEPARTMENT



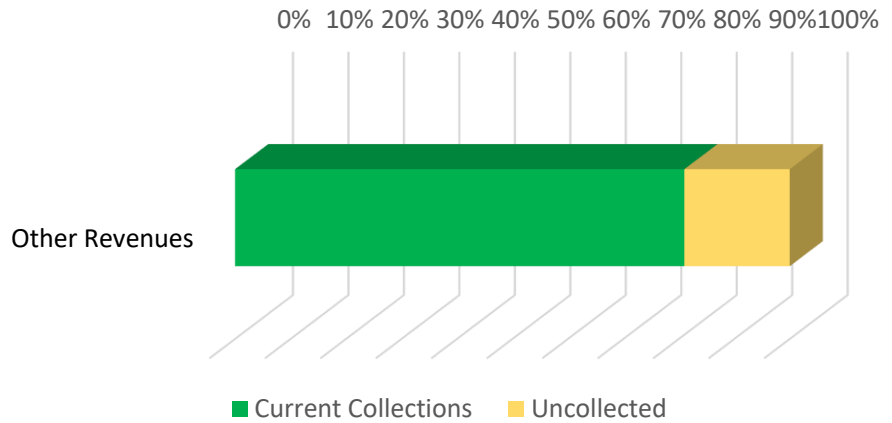
\*Numbers Behind the Graphs can be found at the end of the report.

## Spay/Neuter Fund

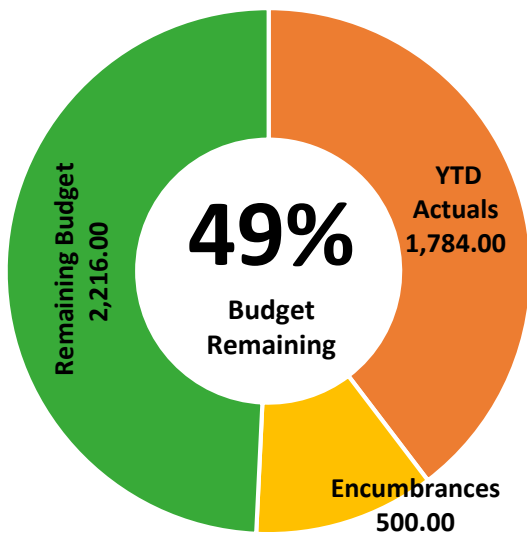
### REVENUES:



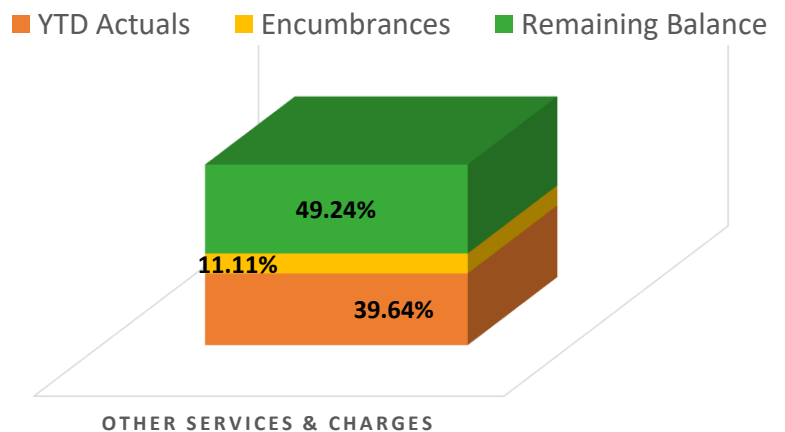
### REVENUE BY SOURCE



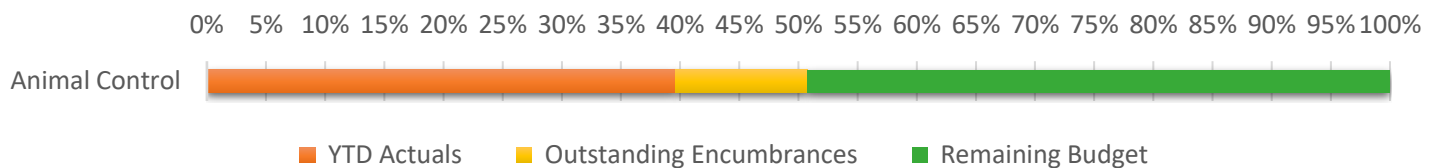
### EXPENDITURES:



### BREAKDOWN BY ACCOUNT GROUP



### BREAKDOWN BY DEPARTMENT



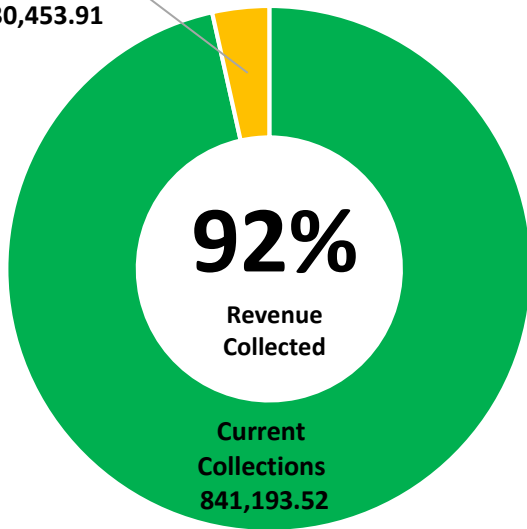
\*Numbers Behind the Graphs can be found at the end of the report.



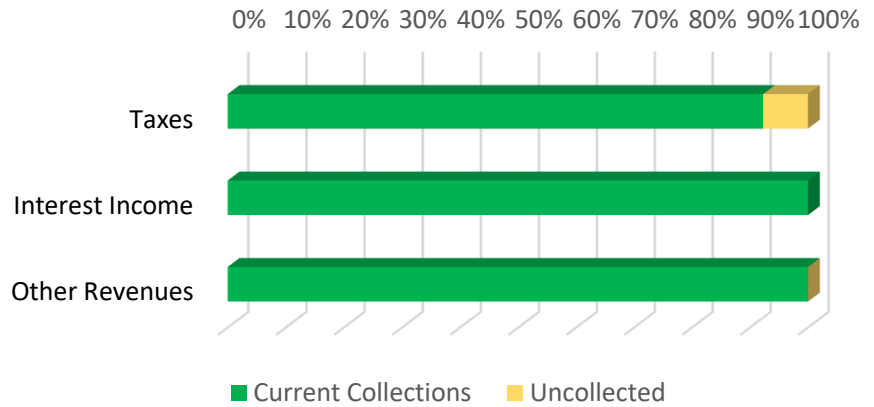
## Hotel/Motel Surcharge Fund

### REVENUES:

Uncollected  
30,453.91

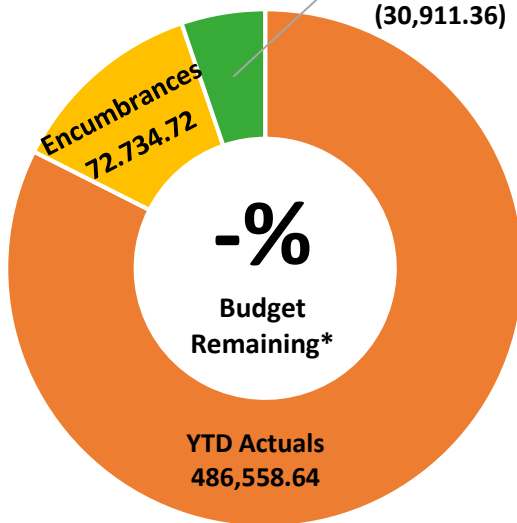


### REVENUE BY SOURCE

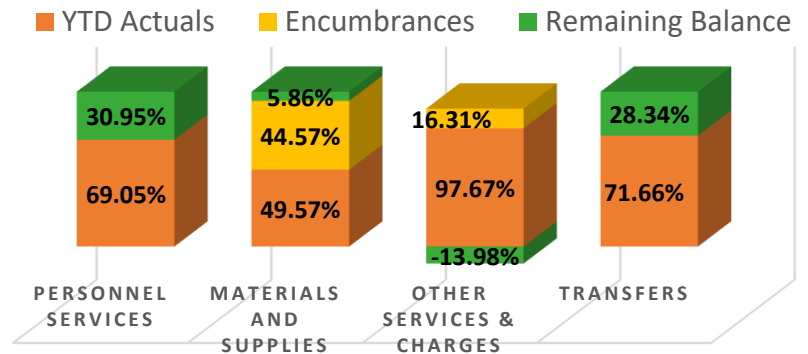


### EXPENDITURES:

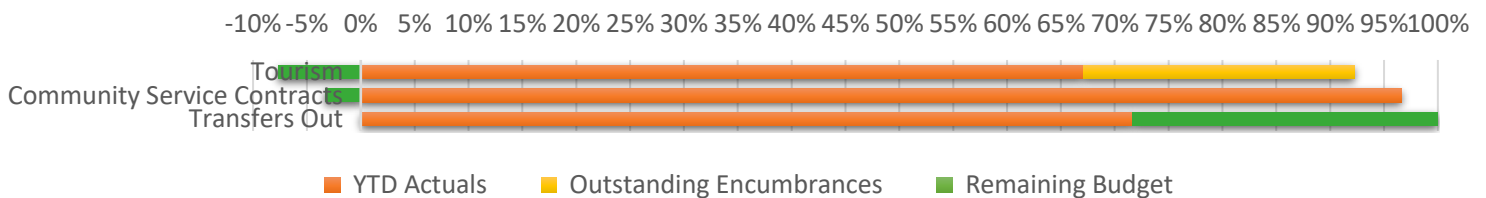
Remaining  
Budget  
(30,911.36)



### BREAKDOWN BY ACCOUNT GROUP



### BREAKDOWN BY DEPARTMENT



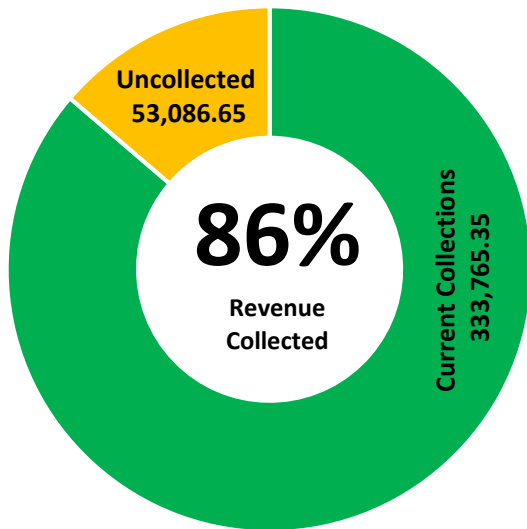
**Total Number of Budgeted Positions: 1**

\*Percentage remaining results from POs which must still be closed out after the budget amendment.

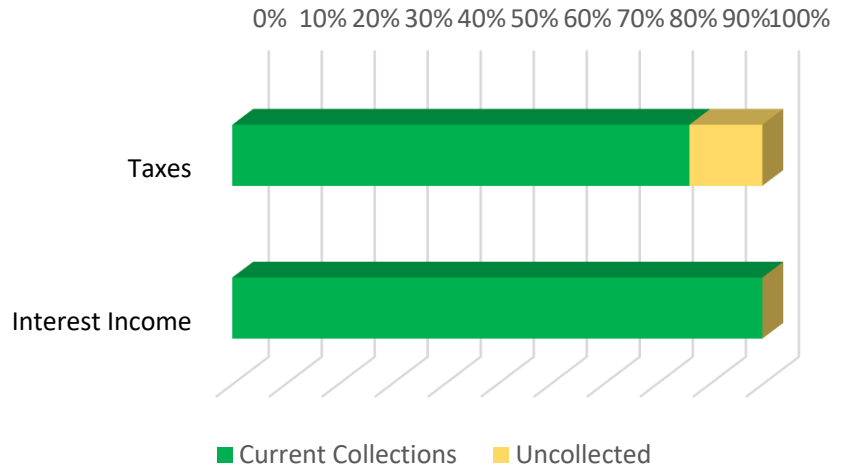
\*\*Numbers Behind the Graphs can be found at the end of the report.

## Police Sales Tax Fund

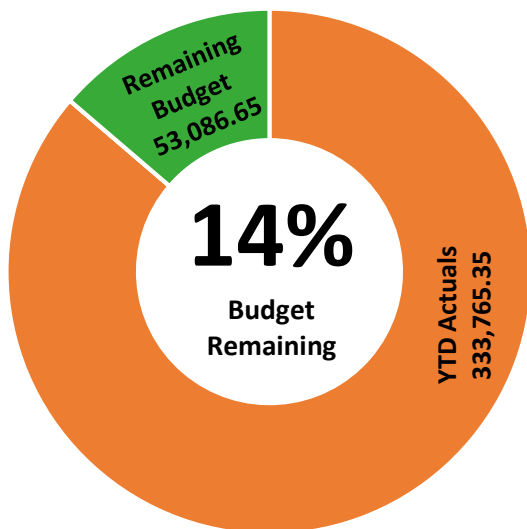
### REVENUES:



### REVENUE BY SOURCE

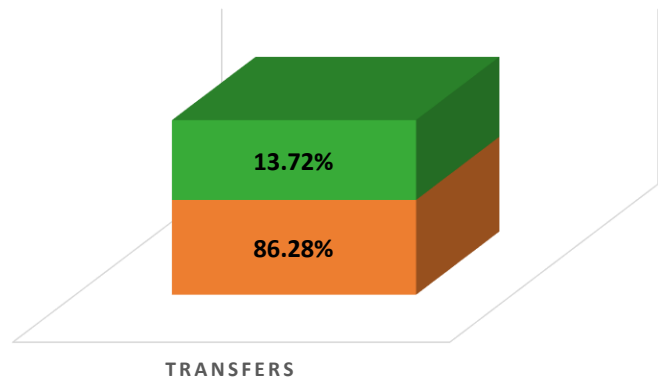


### EXPENDITURES:



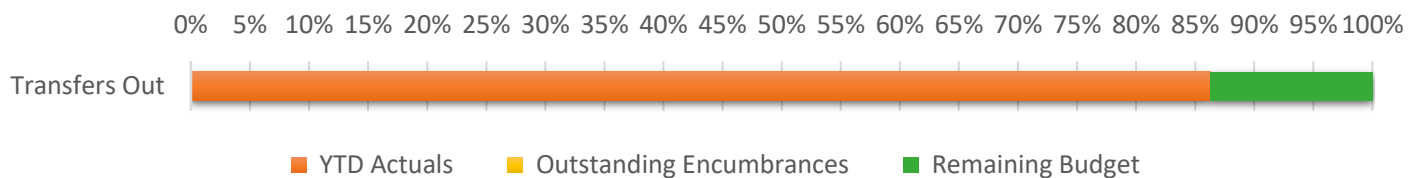
### BREAKDOWN BY ACCOUNT GROUP

YTD Actuals    Encumbrances    Remaining Balance



TRANSFERS

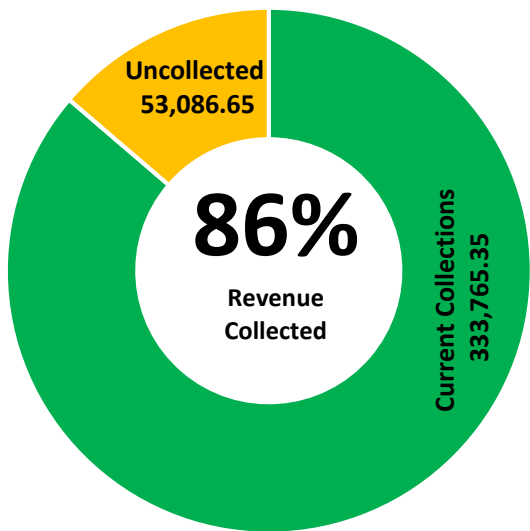
### BREAKDOWN BY DEPARTMENT



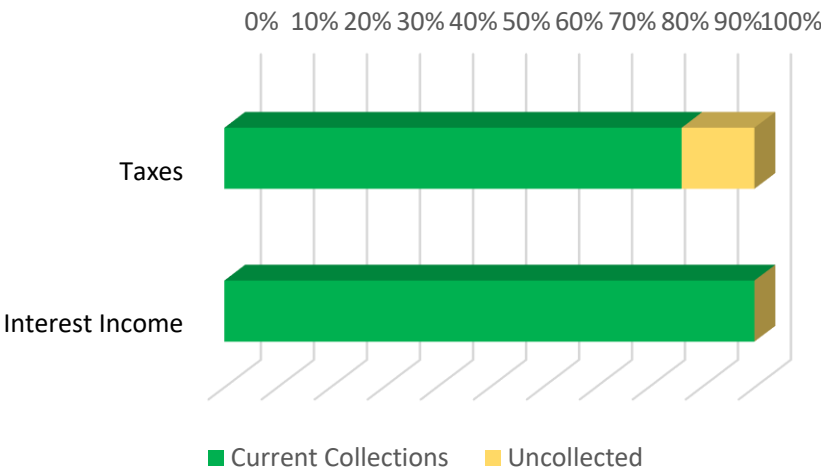
\*Numbers Behind the Graphs can be found at the end of the report.

Fire Sales Tax Fund

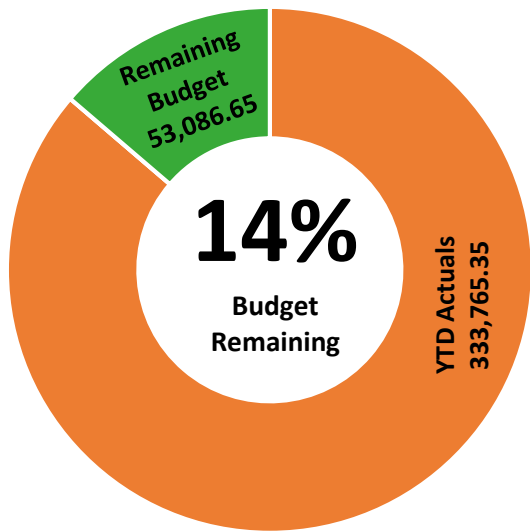
REVENUES:



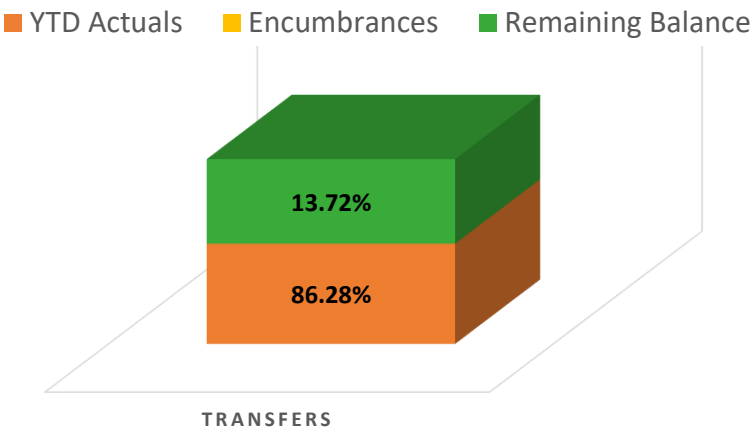
REVENUE BY SOURCE



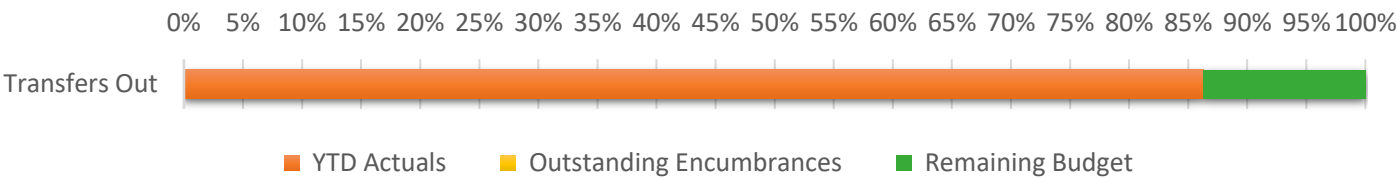
EXPENDITURES:



BREAKDOWN BY ACCOUNT GROUP



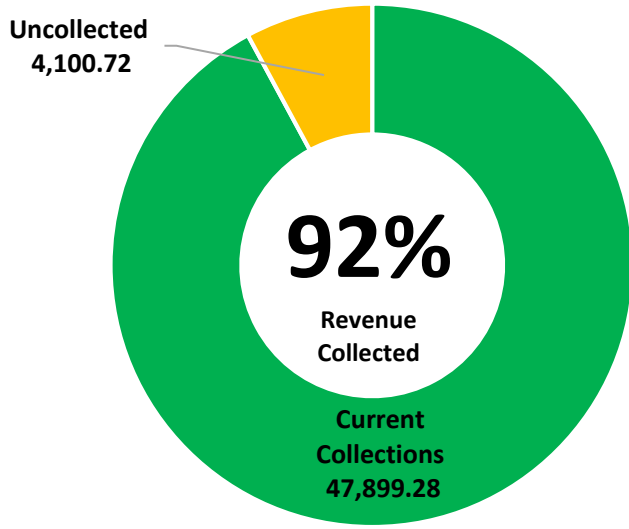
BREAKDOWN BY DEPARTMENT



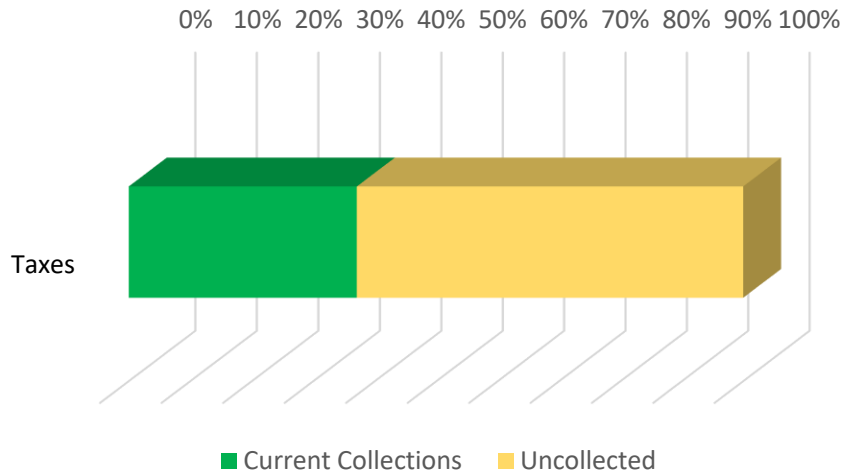
\*Numbers Behind the Graphs can be found at the end of the report.

## Tax Increment Financing Fund

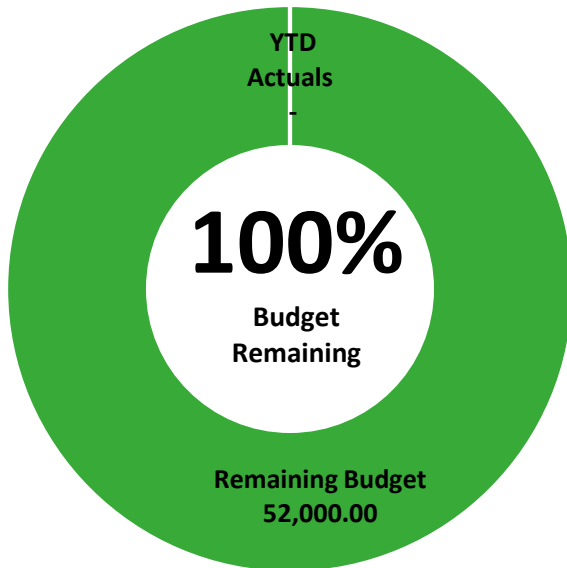
### REVENUES:



### REVENUE BY SOURCE

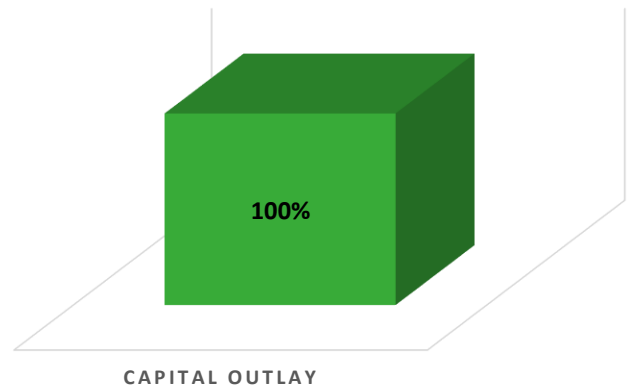


### EXPENDITURES:

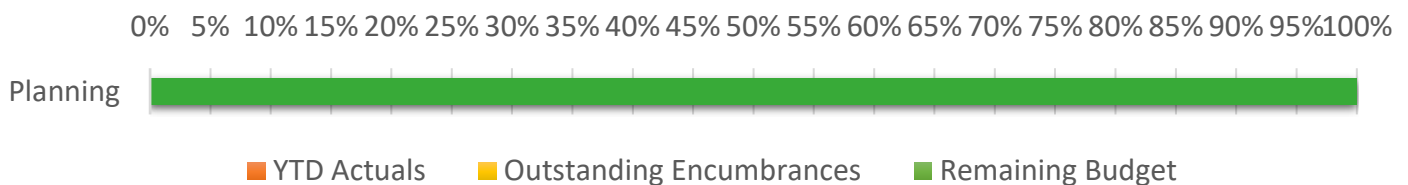


### BREAKDOWN BY ACCOUNT GROUP

■ YTD Actuals ■ Encumbrances ■ Remaining Balance



### BREAKDOWN BY DEPARTMENT

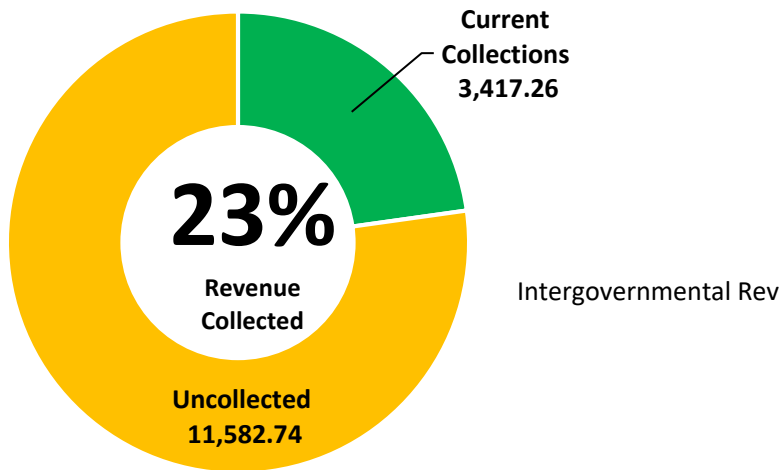


\*Numbers Behind the Graphs can be found at the end of the report.

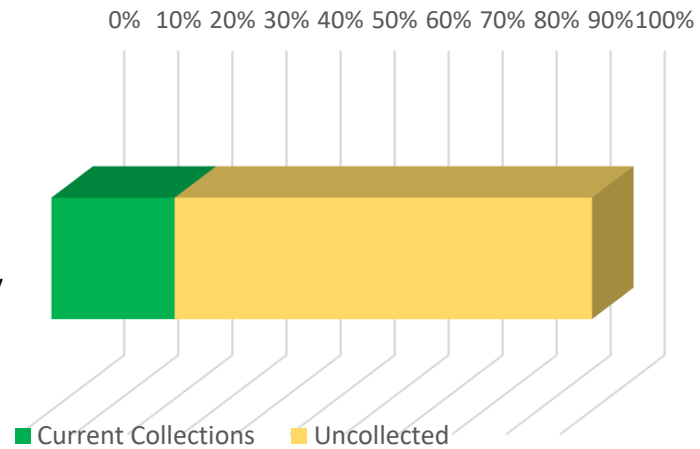


## Drug Forfeiture Fund

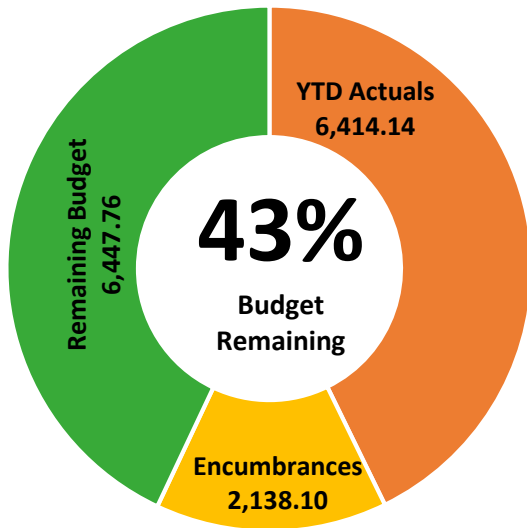
### REVENUES:



### REVENUE BY SOURCE

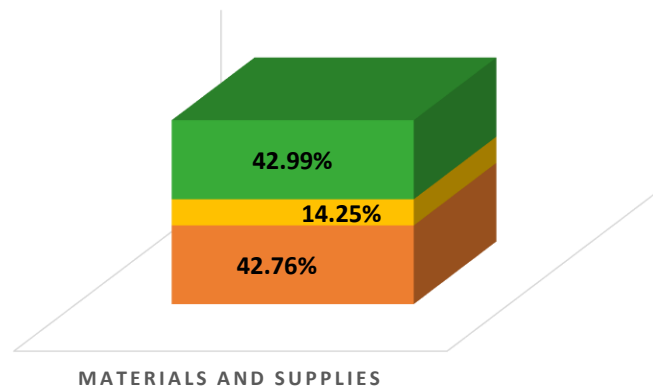


### EXPENDITURES:

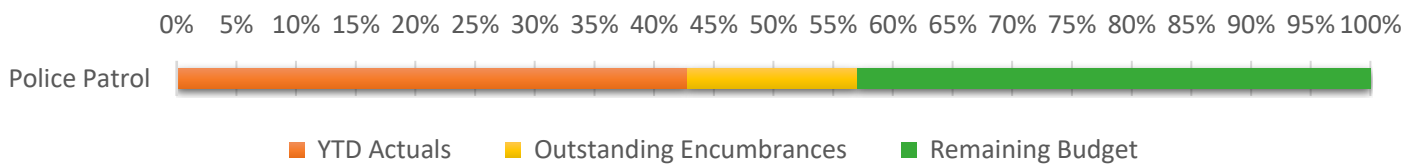


### BREAKDOWN BY ACCOUNT GROUP

■ YTD Actuals ■ Encumbrances ■ Remaining Balance



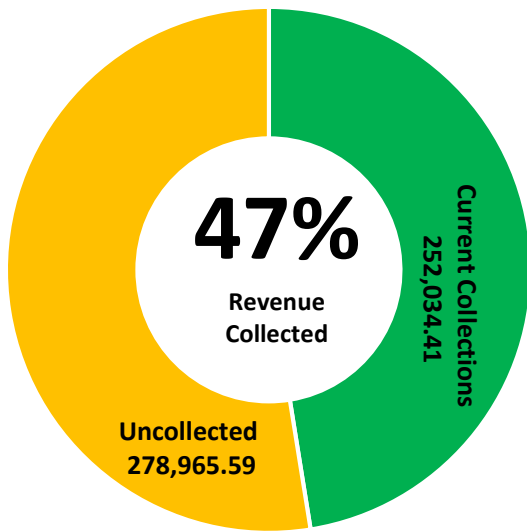
### BREAKDOWN BY DEPARTMENT



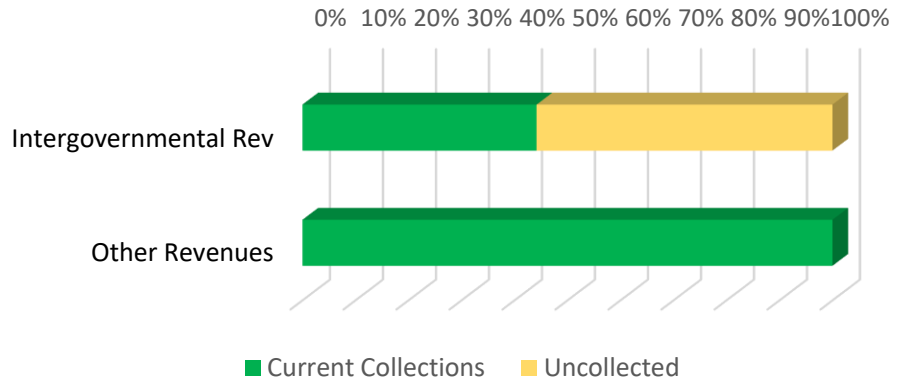
\*Numbers Behind the Graphs can be found at the end of the report.

## CDBG Grants

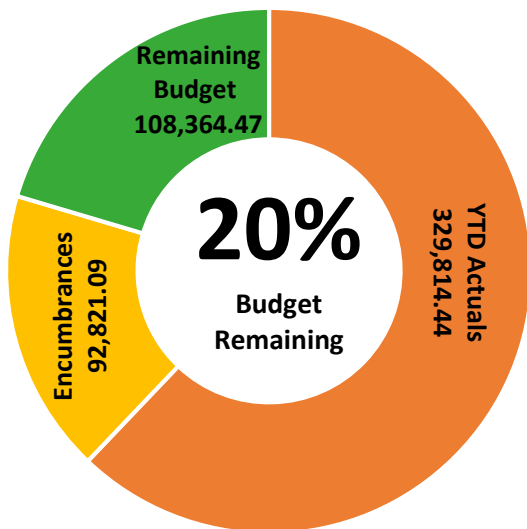
### REVENUES:



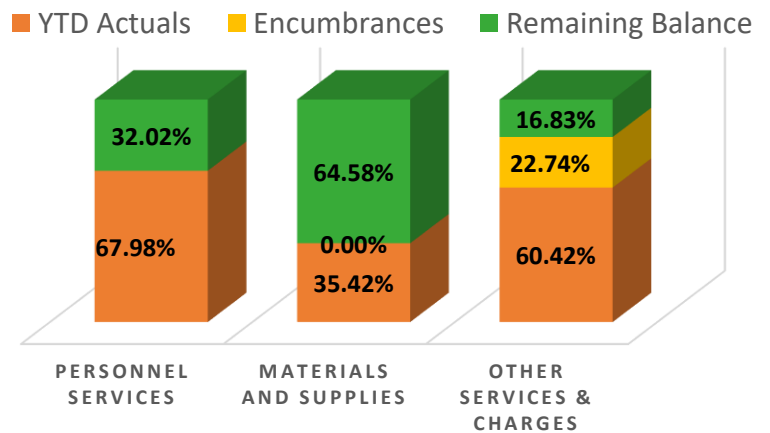
### REVENUE BY SOURCE



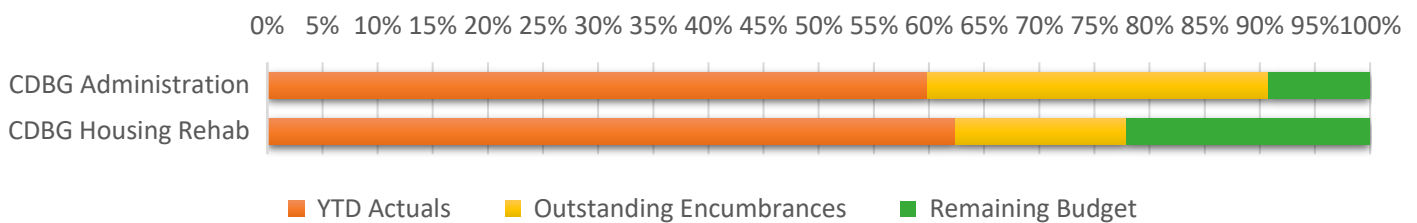
### EXPENDITURES:



### BREAKDOWN BY ACCOUNT GROUP



### BREAKDOWN BY DEPARTMENT

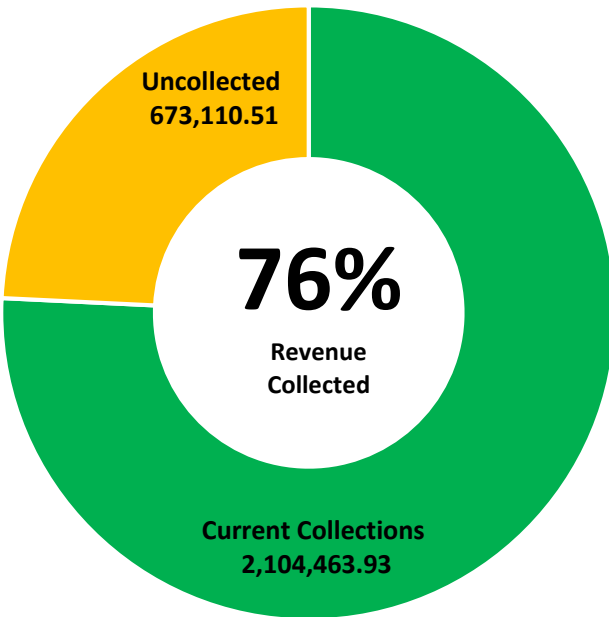


**Total Number of Budgeted Positions: 1.5**

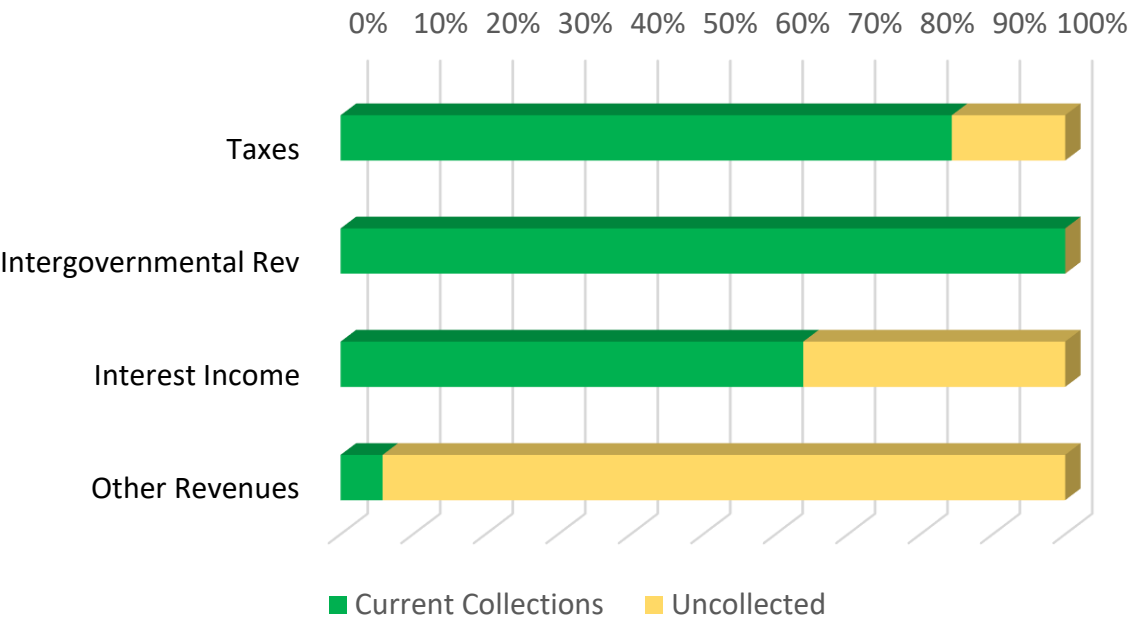
\*Numbers Behind the Graphs can be found at the end of the report.

# Capital Improvement Fund

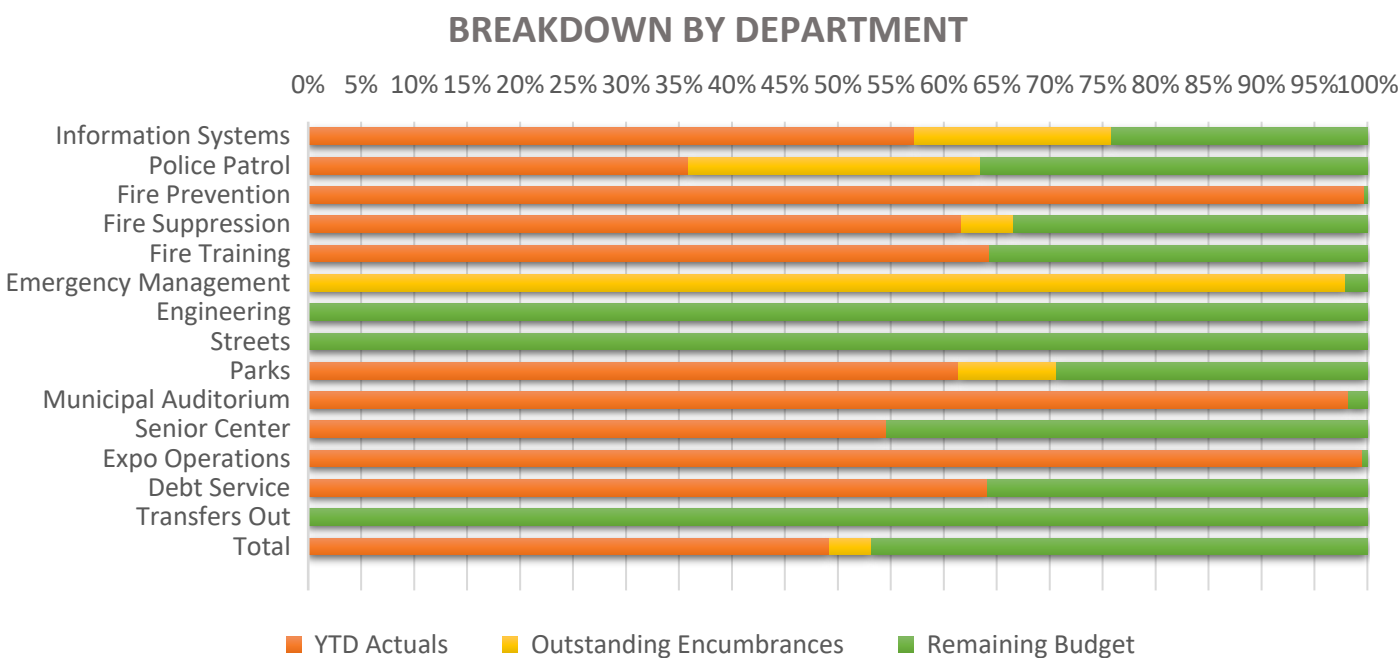
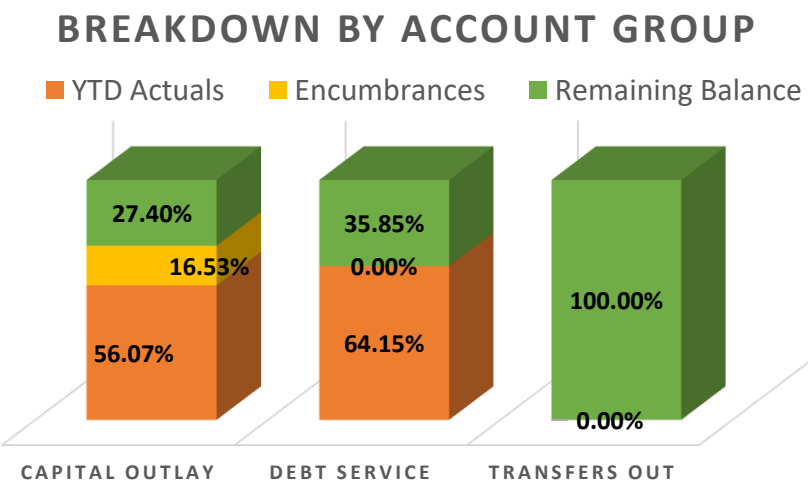
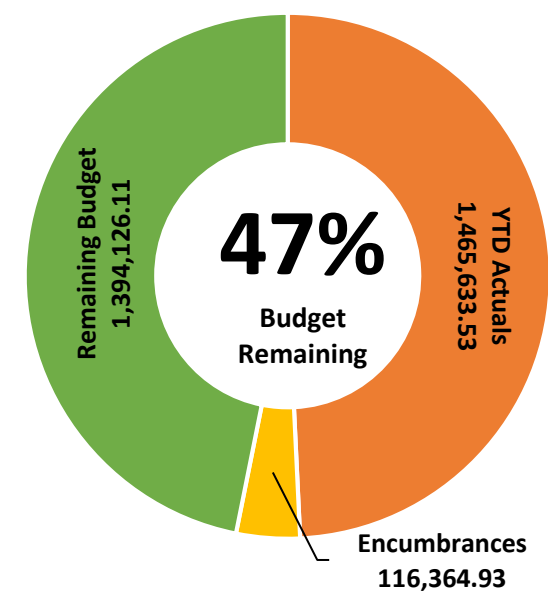
## REVENUES:



## REVENUE BY SOURCE



# EXPENDITURES:

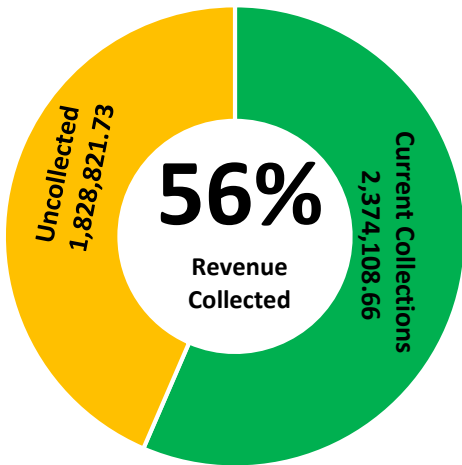


\*Numbers Behind the Graphs can be found at the end of the report.

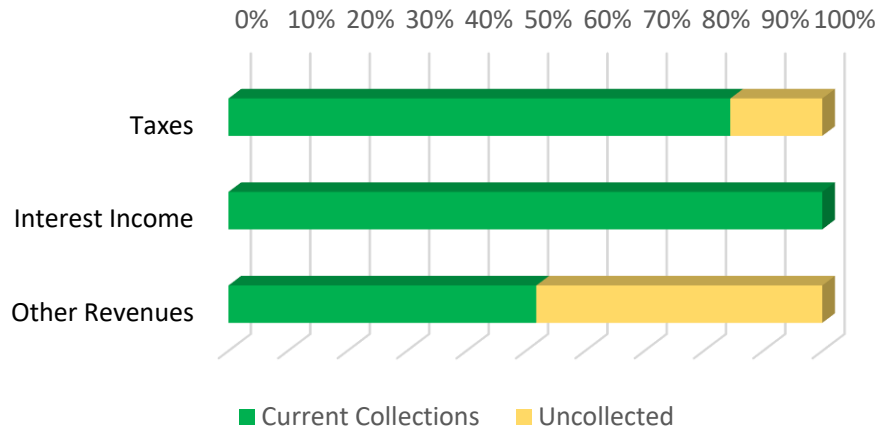


## Street Improvement Fund

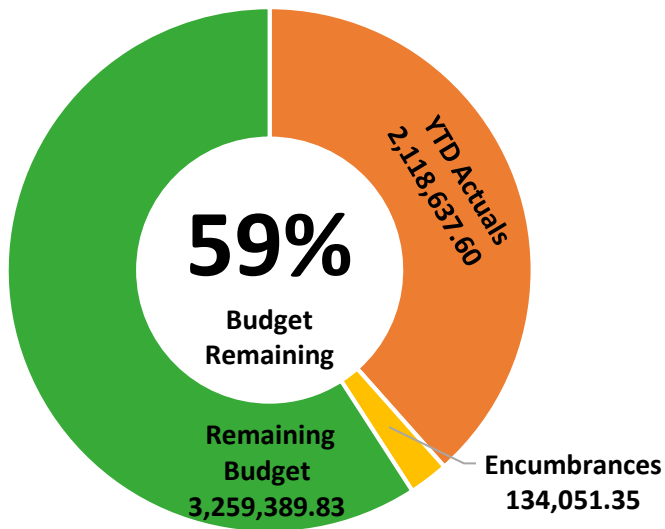
### REVENUES:



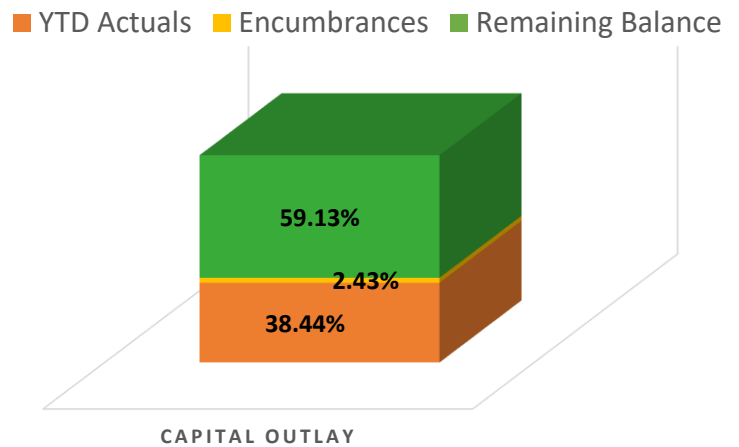
### REVENUE BY SOURCE



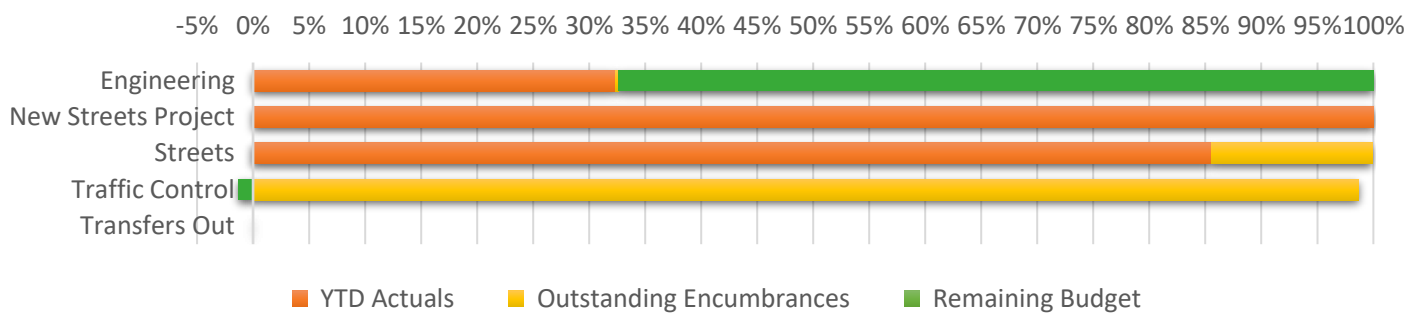
### EXPENDITURES:



### BREAKDOWN BY ACCOUNT GROUP



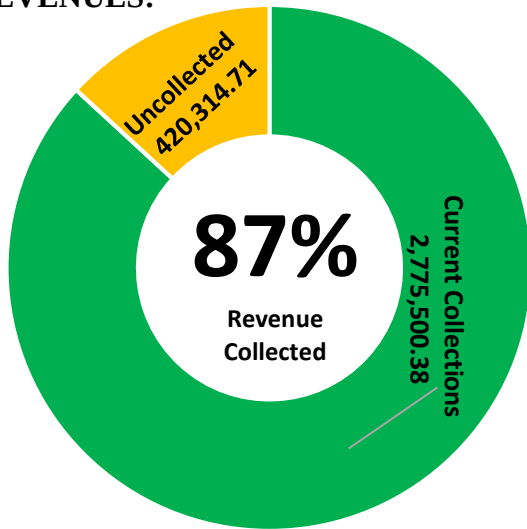
### BREAKDOWN BY DEPARTMENT



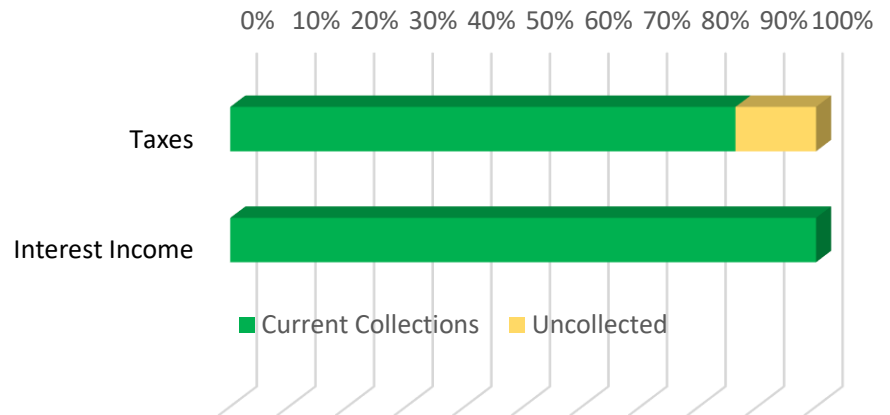
\*Numbers Behind the Graphs can be found at the end of the report.

## 2018 Capital Improvement Fund

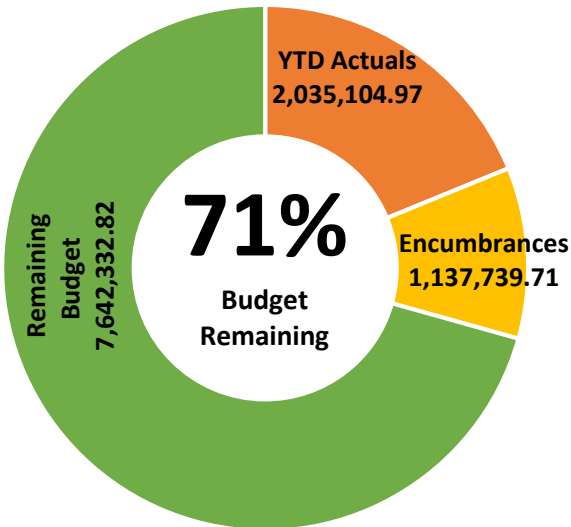
### REVENUES:



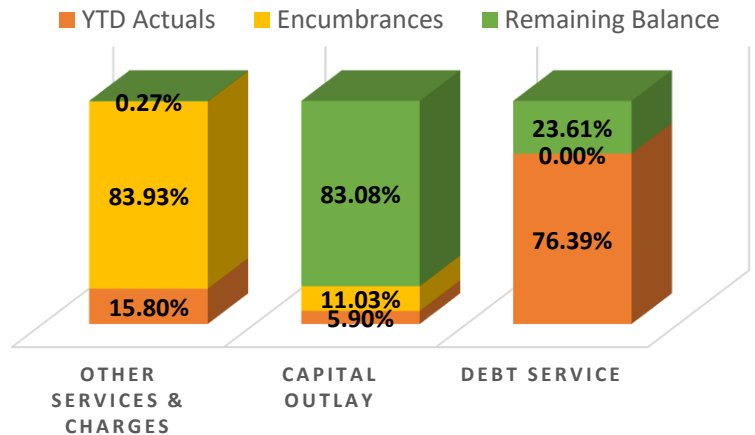
### REVENUE BY SOURCE



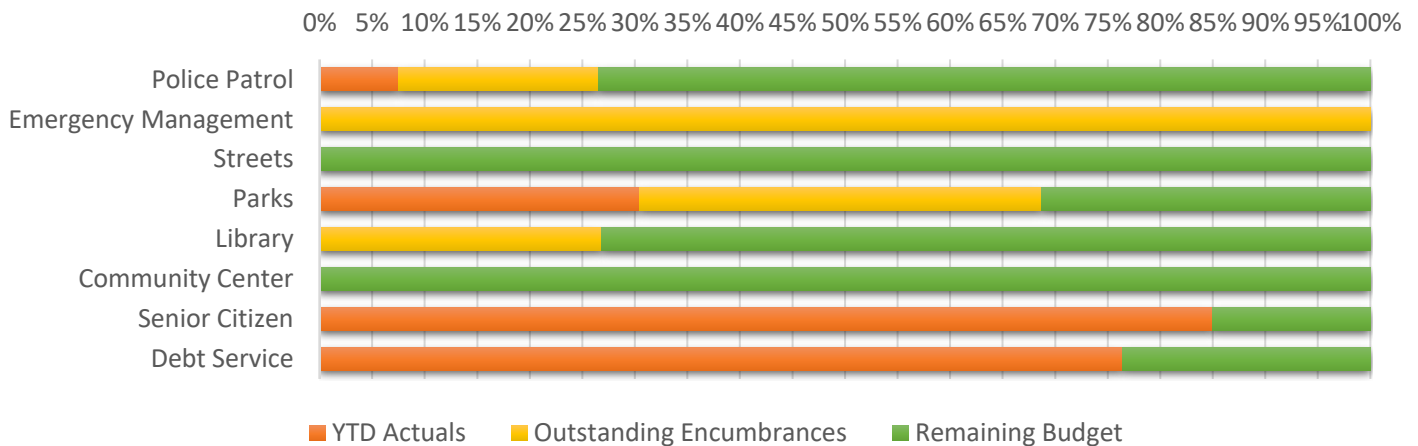
### EXPENDITURES:



### BREAKDOWN BY ACCOUNT GROUP



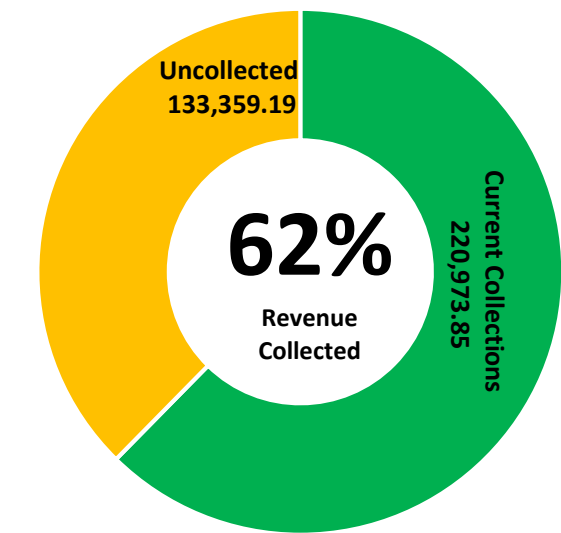
### BREAKDOWN BY DEPARTMENT



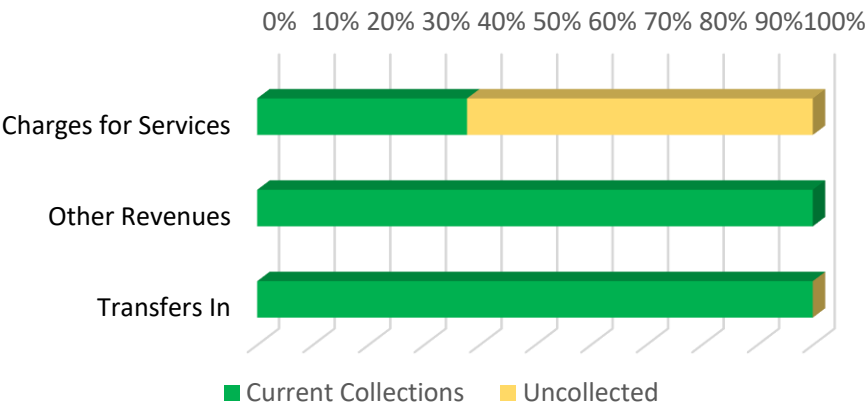
\*Numbers Behind the Graphs can be found at the end of the report.

Aquatic Center

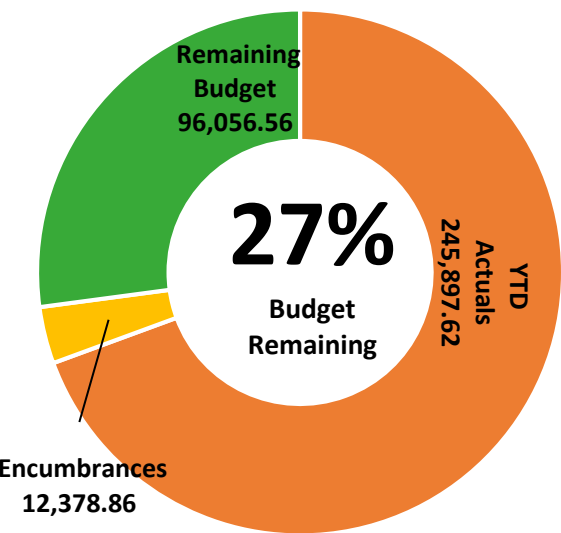
REVENUES:



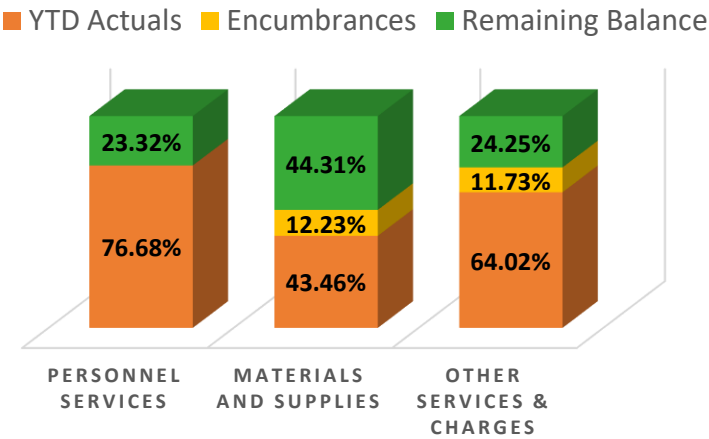
REVENUE BY SOURCE



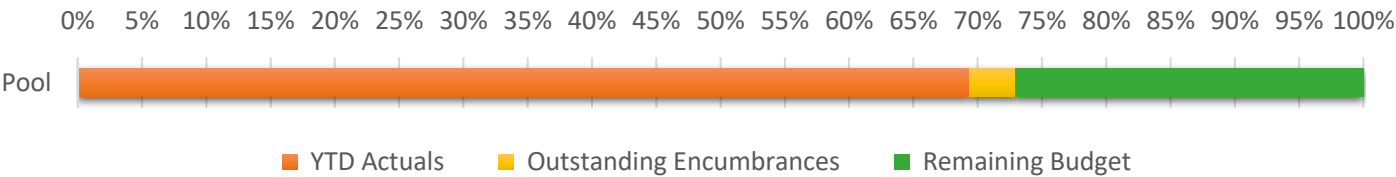
EXPENDITURES:



BREAKDOWN BY ACCOUNT GROUP



BREAKDOWN BY DEPARTMENT



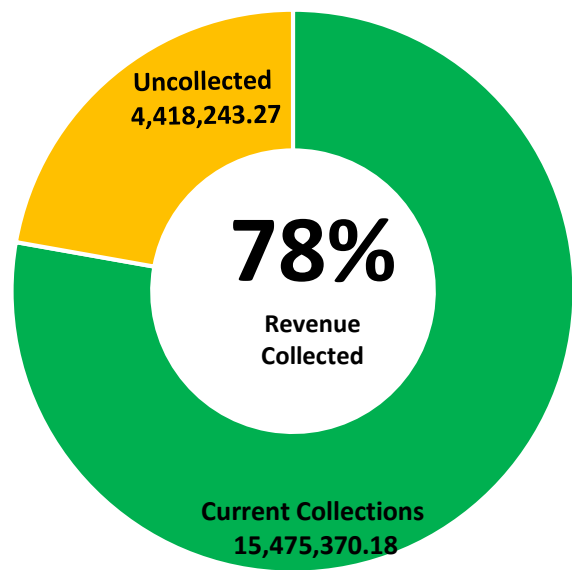
Total Number of Budgeted Positions\*: 1

\*Seasonal employees are budgeted as a lump sum versus individual positions.

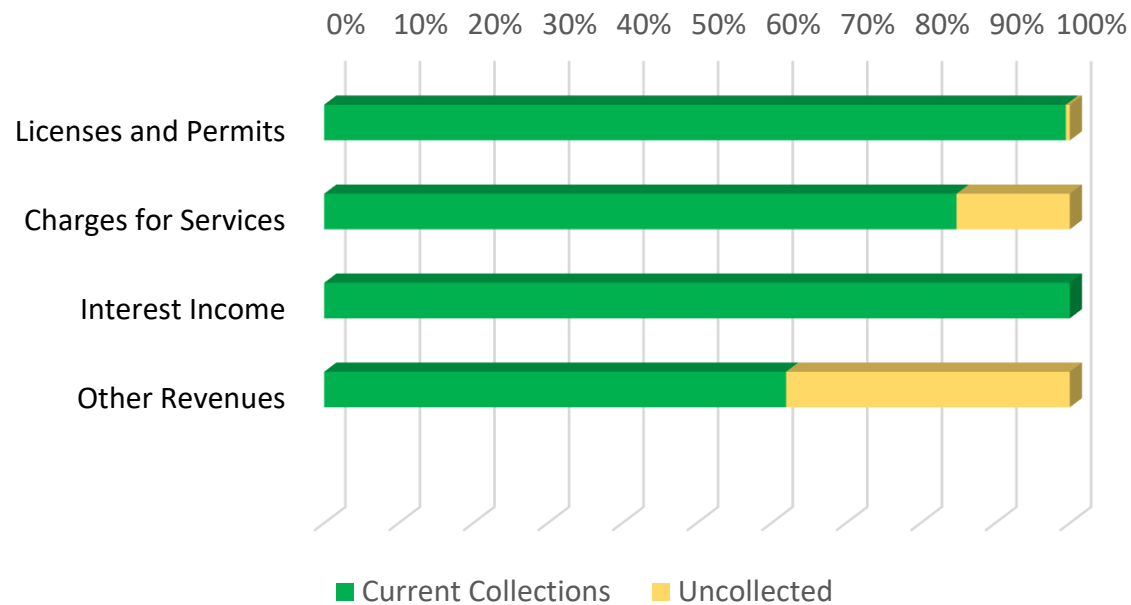
\*\*Numbers Behind the Graphs can be found at the end of the report.

Shawnee Municipal Authority

REVENUES:

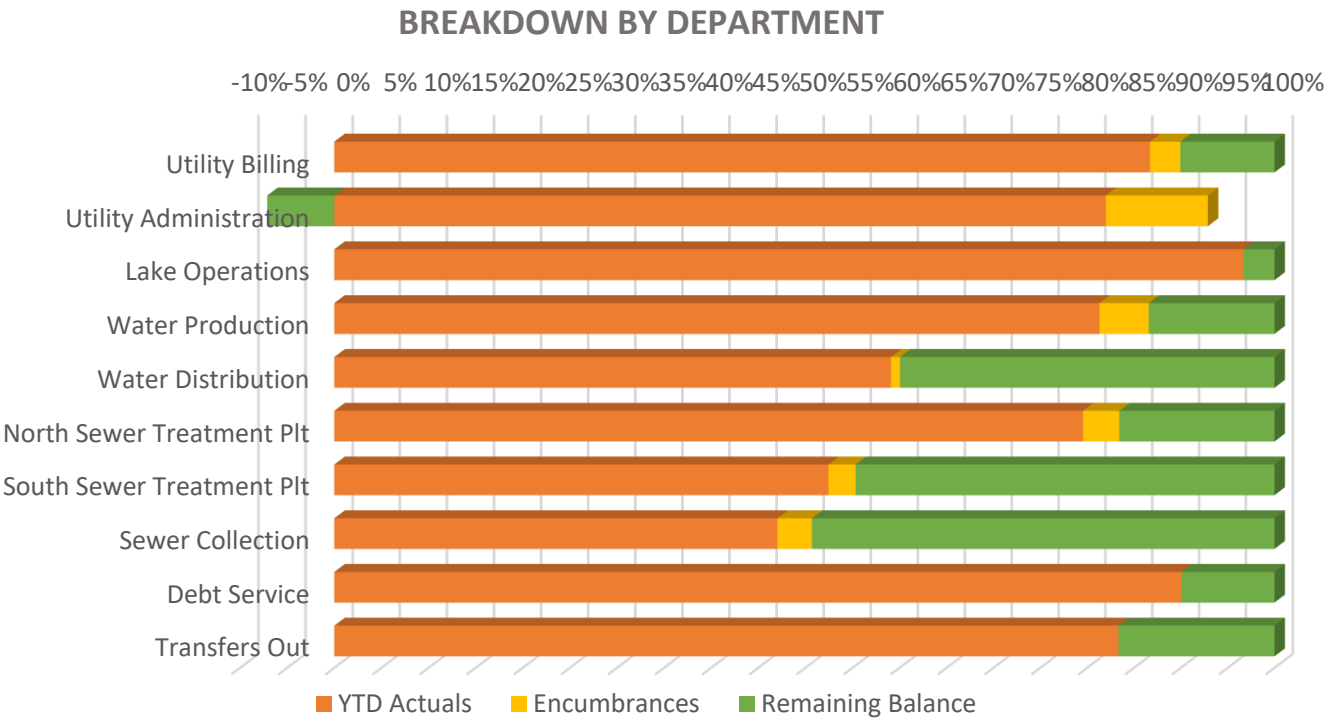
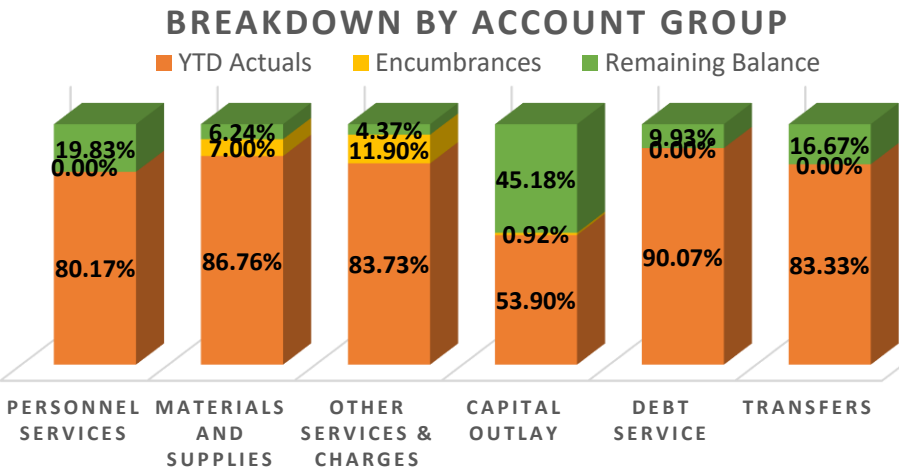
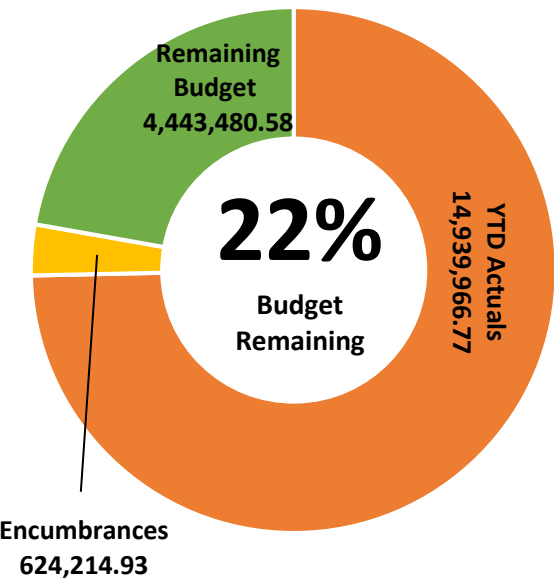


REVENUE BY SOURCE





EXPENDITURES:

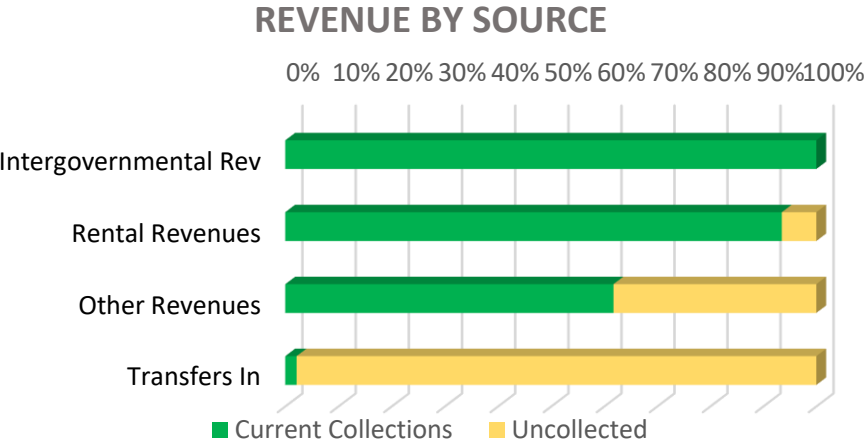
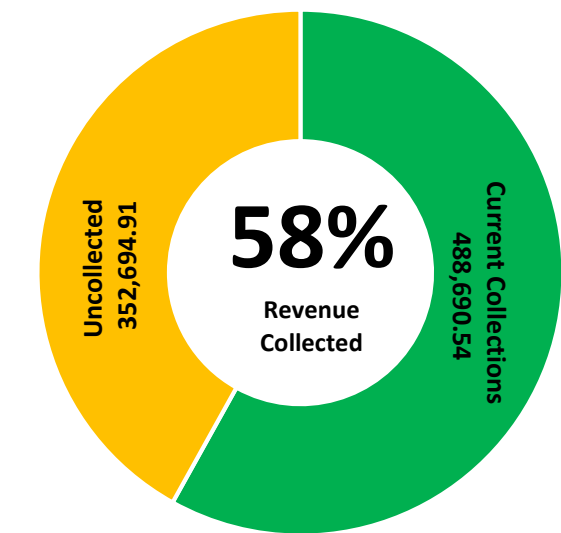


**Total Number of Budgeted Positions: 49**

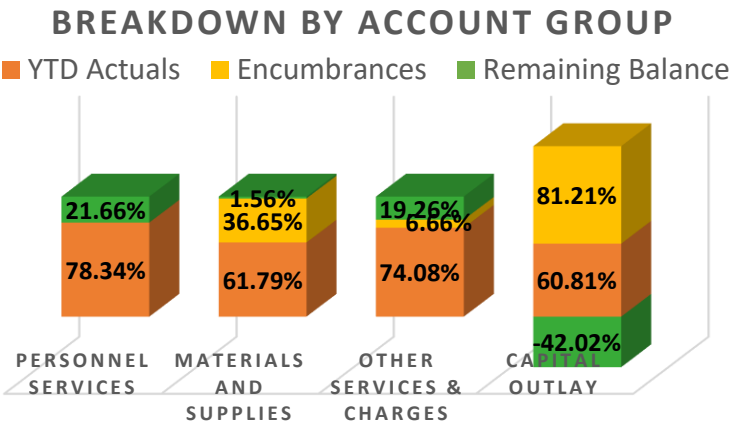
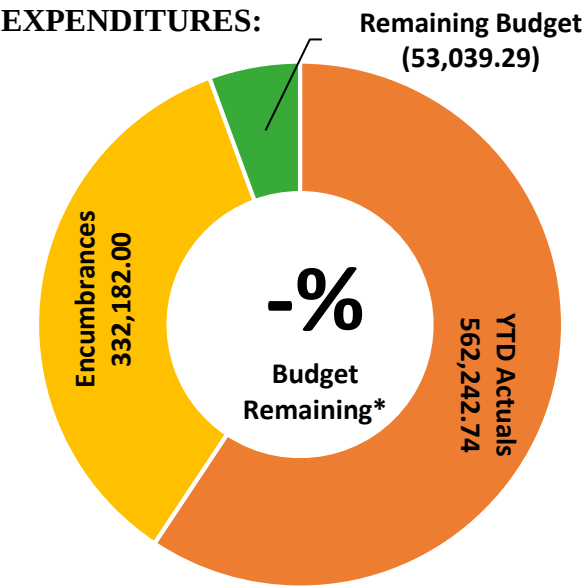
\*Numbers Behind the Graphs can be found at the end of the report.

# Shawnee Airport Authority

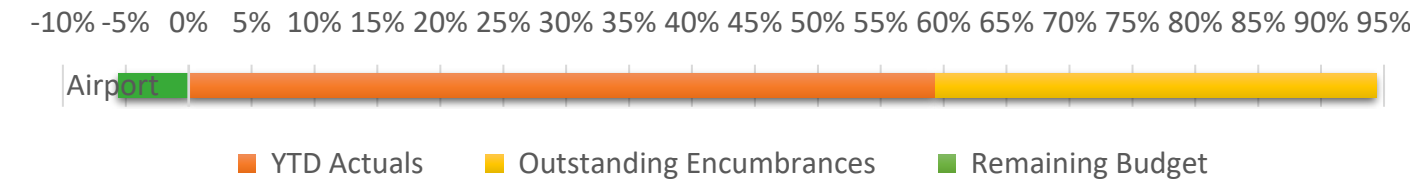
## REVENUES:



## EXPENDITURES:



## BREAKDOWN BY DEPARTMENT

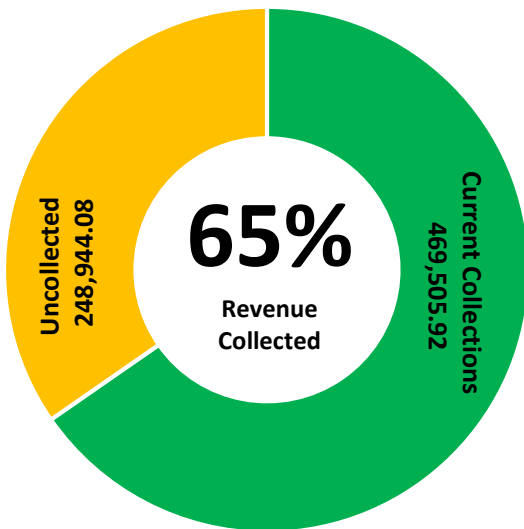


**Total Number of Budgeted Positions: 3**

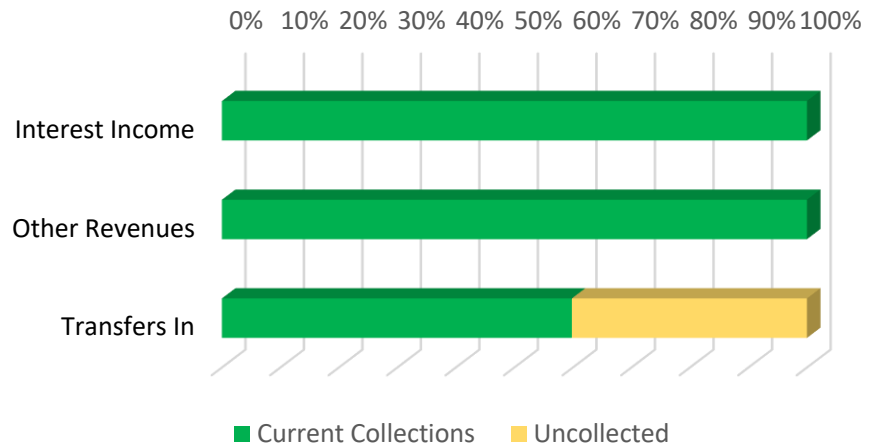
\*Remaining Balance from capital PO which will carry over into the next fiscal year.  
 \*\*Numbers Behind the Graphs can be found at the end of the report.

## Workers' Comp Self-Insurance Fund

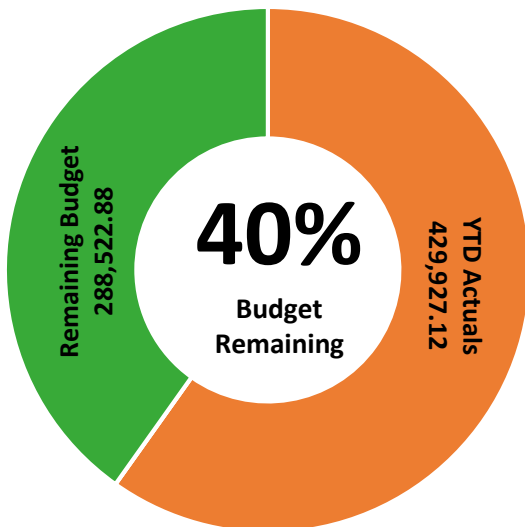
### REVENUES:



### REVENUE BY SOURCE

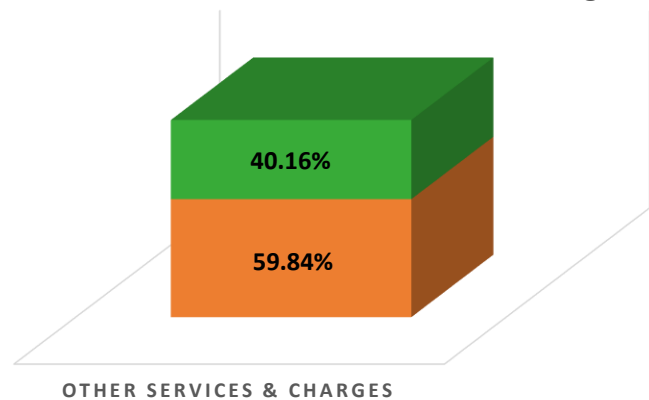


### EXPENDITURES:

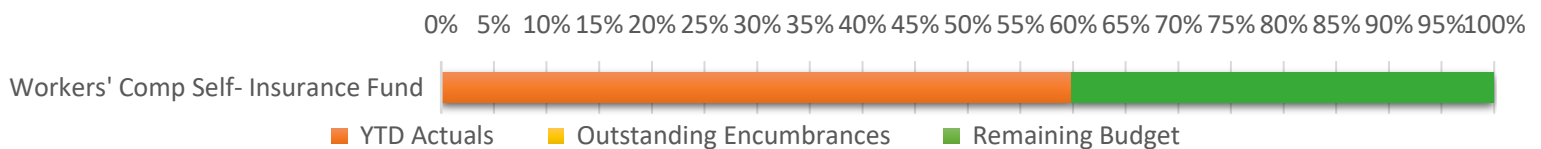


### BREAKDOWN BY ACCOUNT GROUP

YTD Actuals    Encumbrances    Remaining Balance



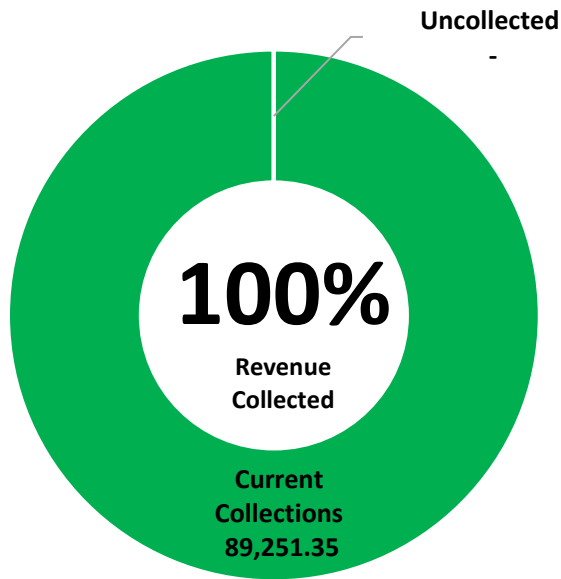
### BREAKDOWN BY DEPARTMENT



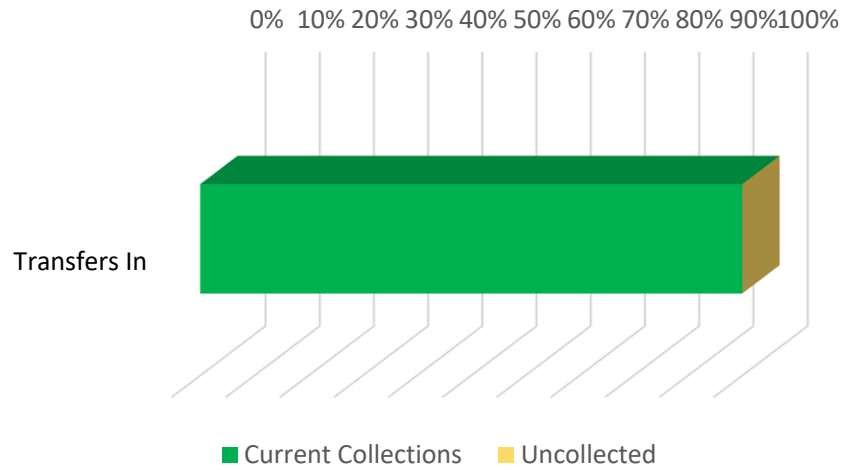
\*Numbers Behind the Graphs can be found at the end of the report.

## Library Fund

### REVENUES:

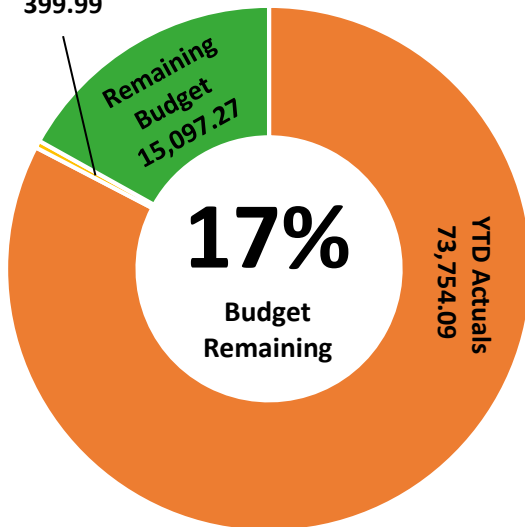


### REVENUE BY SOURCE

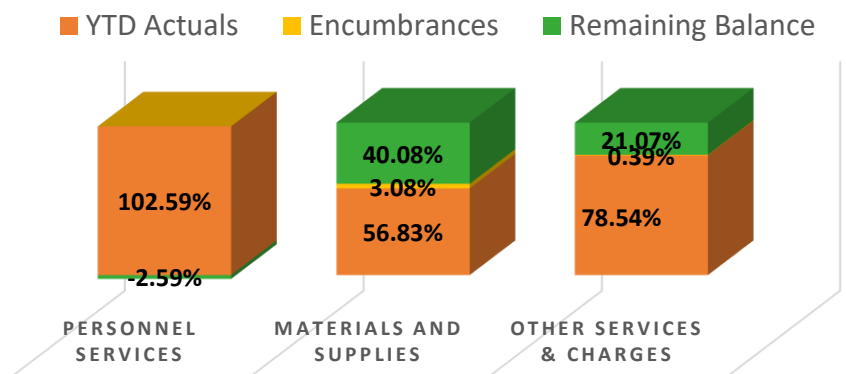


### EXPENDITURES:

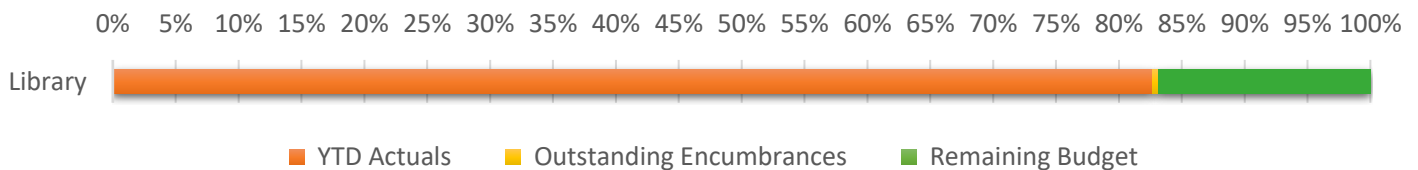
Encumbrances 399.99



### BREAKDOWN BY ACCOUNT GROUP



### BREAKDOWN BY DEPARTMENT



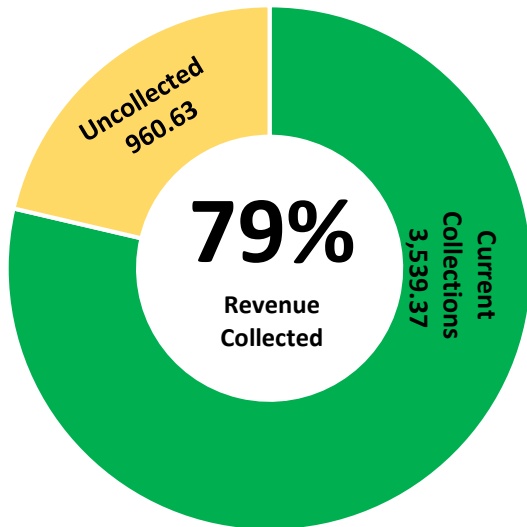
**Total Number of Budgeted Positions: 1**

\*Numbers Behind the Graphs can be found at the end of the report.

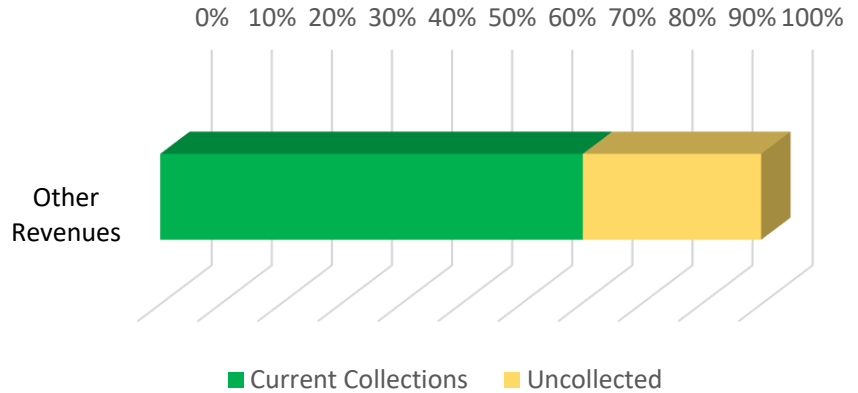


## Cemetery Perpetual Fund

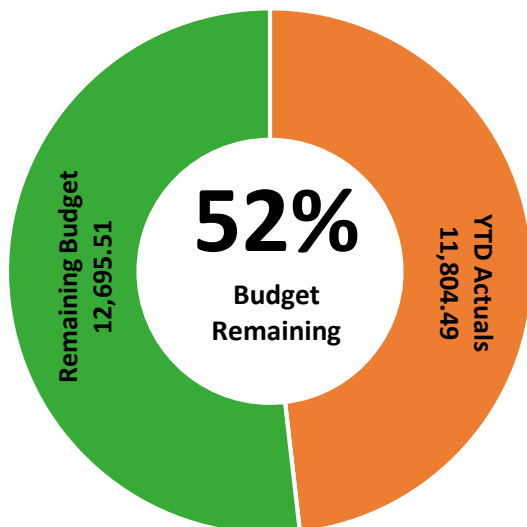
### REVENUES:



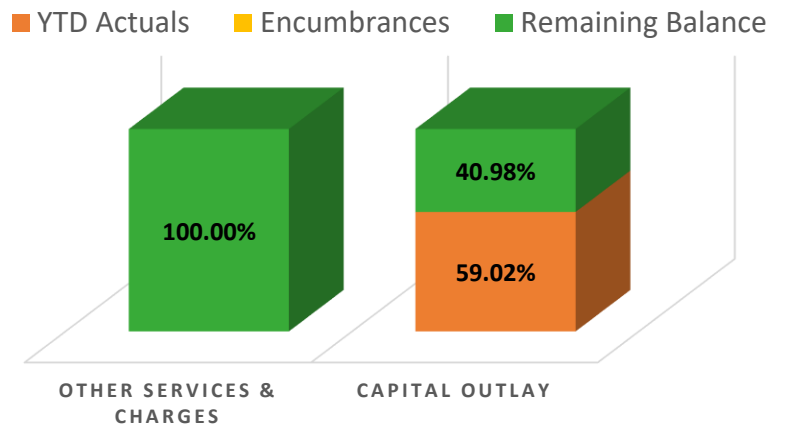
### REVENUE BY SOURCE



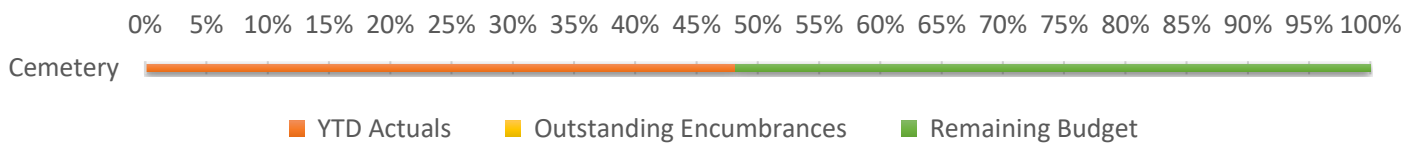
### EXPENDITURES:



### BREAKDOWN BY ACCOUNT GROUP



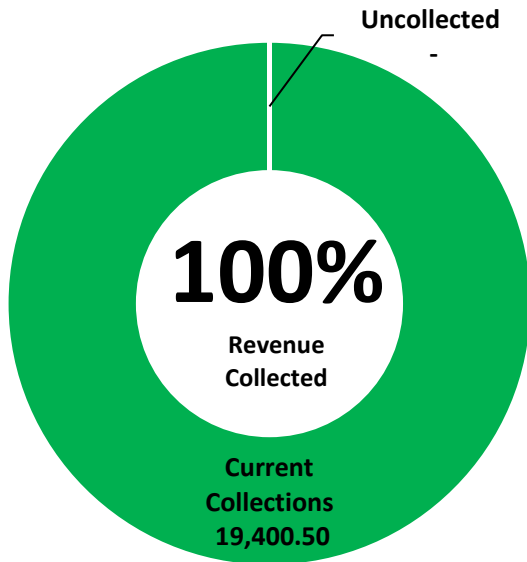
### BREAKDOWN BY DEPARTMENT



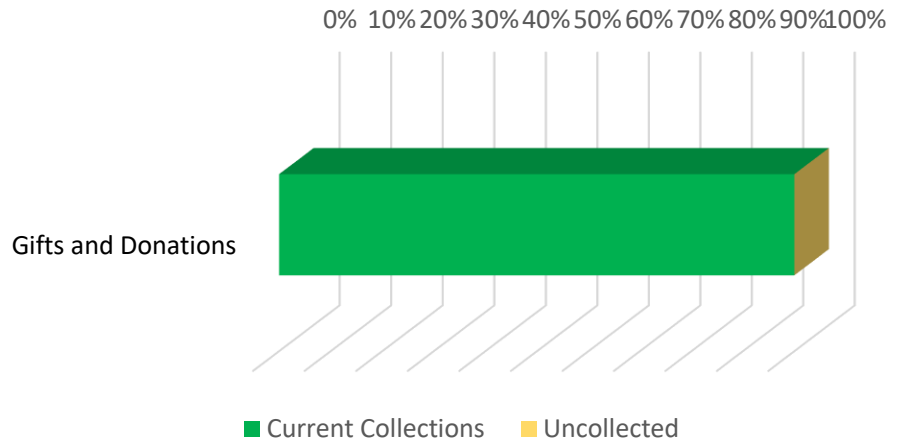
\*Numbers Behind the Graphs can be found at the end of the report.

## Gifts and Contributions Fund

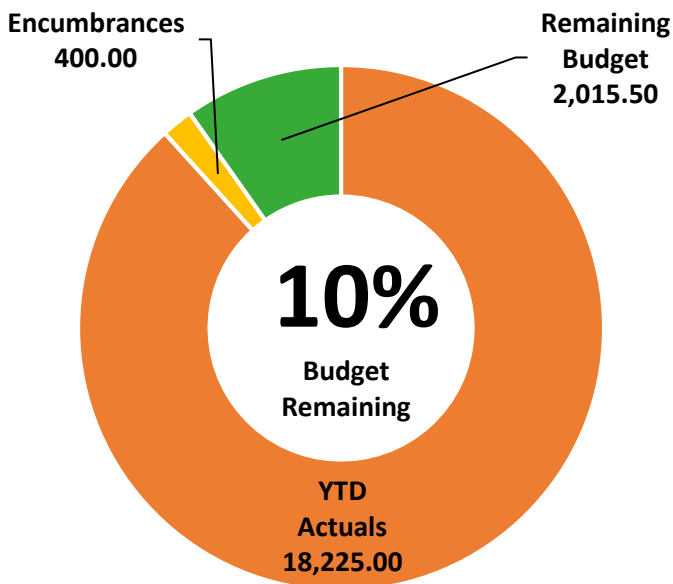
### REVENUES:



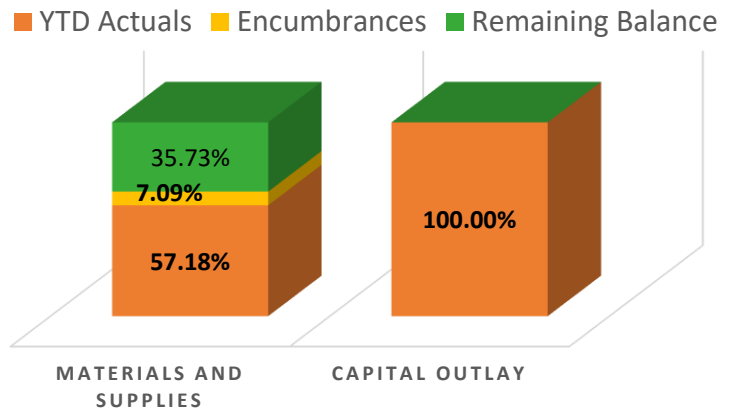
### REVENUE BY SOURCE



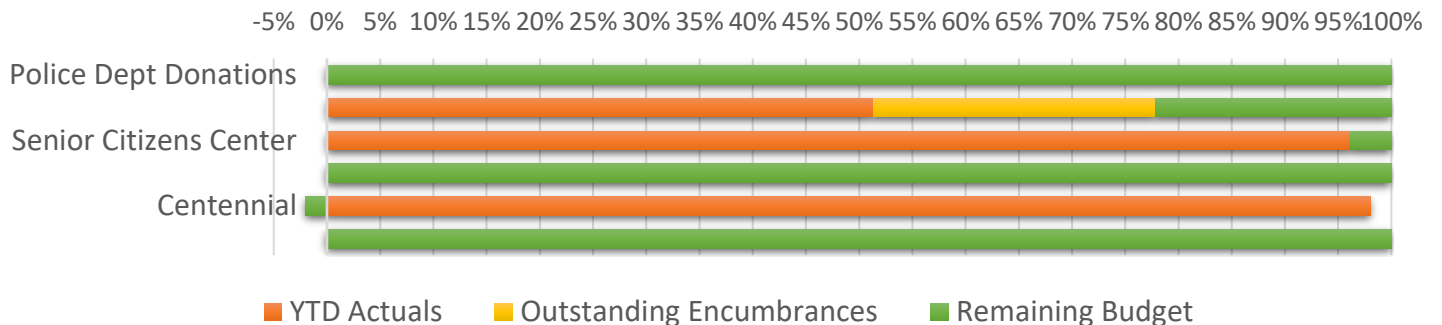
### EXPENDITURES:



### BREAKDOWN BY ACCOUNT GROUP



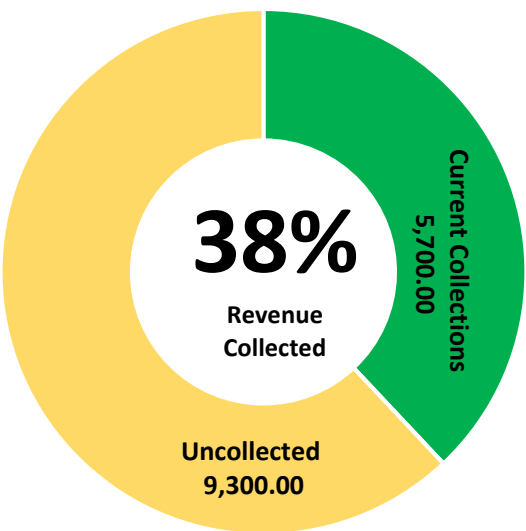
### BREAKDOWN BY DEPARTMENT



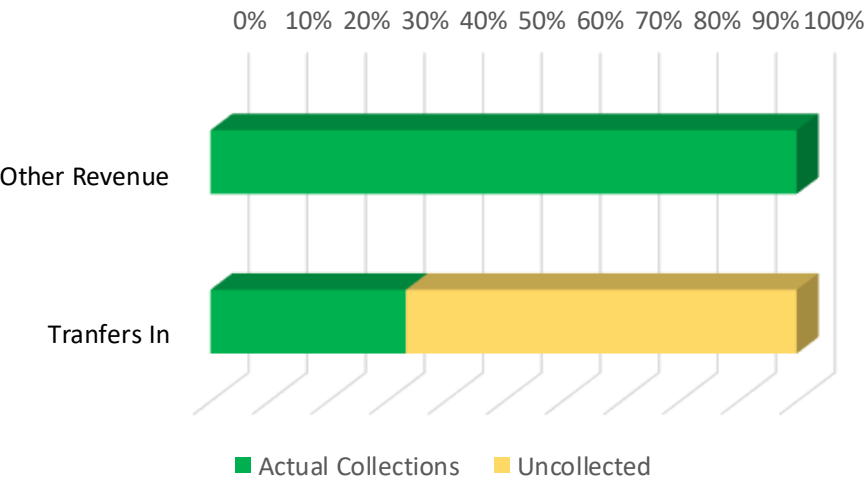
\*Numbers Behind the Graphs can be found at the end of the report.

Sister Cities Fund

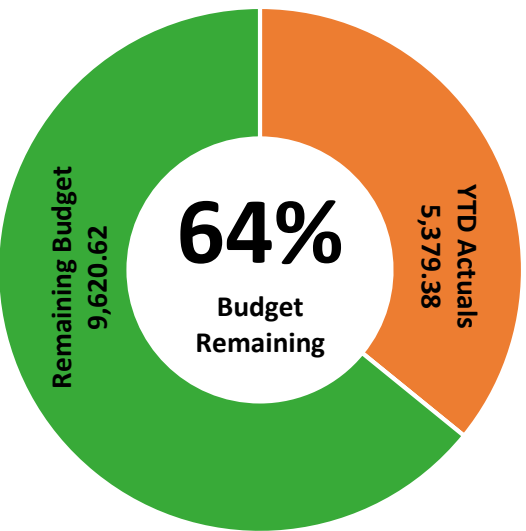
REVENUES:



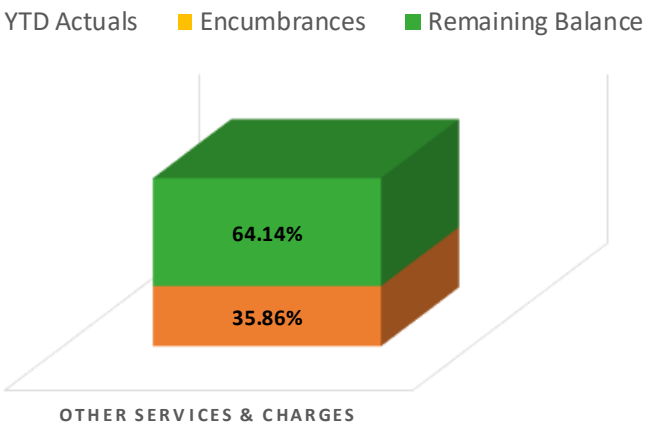
REVENUE BY SOURCE



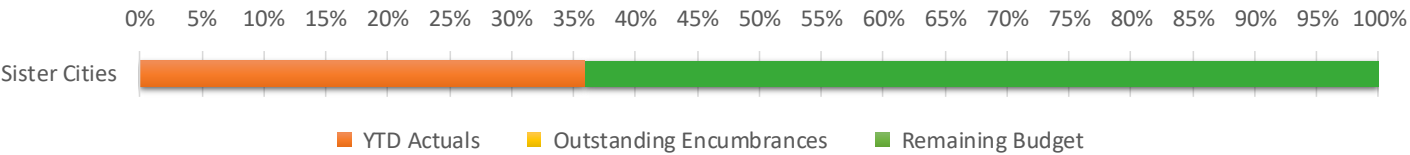
EXPENDITURES:



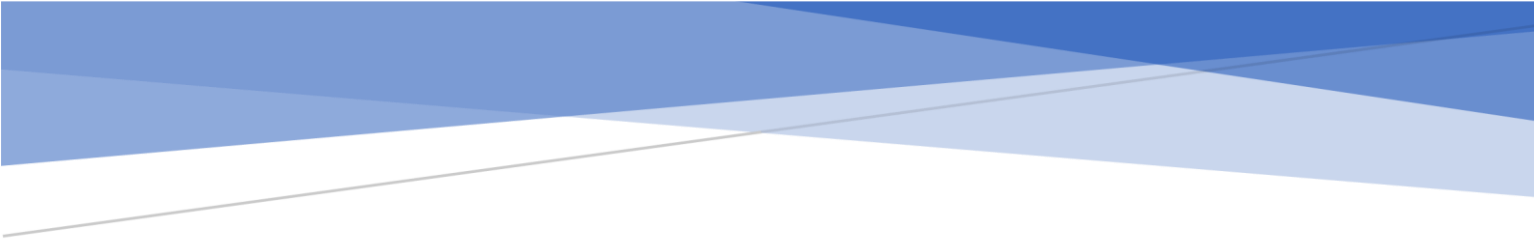
BREAKDOWN BY ACCOUNT GROUP



BREAKDOWN BY DEPARTMENT



\*Numbers Behind the Graphs can be found at the end of the report.



# Numbers Behind The Graphs



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## General Fund

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### REVENUES:

*Breakdown by Source*

| Source                | Projected Revenue | Current Collections | Uncollected    |
|-----------------------|-------------------|---------------------|----------------|
| Taxes                 | 16,743,364.59     | 14,258,600.79       | 2,484,763.80   |
| Intergovernmental Rev | 667,268.38        | 544,613.15          | 122,655.23     |
| Licenses & Permits    | 207,608.99        | 177,126.46          | 30,482.53      |
| Fines & Forfeitures   | 539,642.50        | 392,327.28          | 147,315.22     |
| Charges for Services  | 8,234.16          | 7,547.98            | 686.18         |
| Rental Revenues       | 168,144.40        | 142,230.60          | 25,913.80      |
| Interest Income       | 25,700.00         | 21,506.58           | 4,193.42       |
| Other Revenues        | 122,327.56        | 153,566.91          | (31,239.35)    |
| Transfers In          | 4,153,749.72      | 3,474,886.10        | 678,863.62     |
| Total                 | \$22,636,040.30   | \$19,172,405.85     | \$3,463,634.45 |

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**General Fund cont.**

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**EXPENDITURES:**

*Breakdown by Account Group*

|                     | Personnel Services | Materials and<br>Supplies | Other Services &<br>Charges | Capital<br>Outlay | Transfers      | Total           |
|---------------------|--------------------|---------------------------|-----------------------------|-------------------|----------------|-----------------|
| YTD Actuals         | 13,426,988.76      | 449,650.27                | 3,047,932.28                | 5,225.65          | 370,569.84     | 17,300,366.80   |
| Encumbrances        | 13,308.30          | 100,776.56                | 335,958.49                  | 800.00            | -              | 450,843.35      |
| Remaining<br>Budget | 3,452,083.23       | 107,799.97                | 772,559.72                  | (6,025.65)        | 763,790.00     | 5,090,207.27    |
| Total Budget        | \$16,892,380.29    | \$658,226.80              | \$4,156,450.49              | \$-               | \$1,134,359.84 | \$22,841,417.42 |

*Breakdown by Department*

| Department                      | YTD Actuals     | Encumbrances | Remaining Budget | Total Budget    |
|---------------------------------|-----------------|--------------|------------------|-----------------|
| City Manager                    | 411,272.11      | 13,379.08    | 91,169.59        | 515,820.78      |
| City Attorney                   | 119,492.75      | 29,396.05    | 1,111.20         | 150,000.00      |
| Accounting                      | 454,520.08      | 5,406.40     | 132,447.52       | 592,374.00      |
| Information Systems             | 354,445.56      | 24,158.54    | 41,772.55        | 420,376.65      |
| Municipal Court                 | 296,573.80      | 49,654.69    | 76,855.56        | 423,084.05      |
| City Clerk                      | 177,565.95      | 5,703.54     | 67,325.51        | 250,595.00      |
| Human Resources                 | 197,176.27      | 19,456.72    | 35,757.82        | 252,390.81      |
| Code Enforcement                | 557,371.29      | 5,649.69     | 184,269.02       | 747,290.00      |
| Police Administration           | 423,774.54      | 3,412.34     | 95,113.12        | 522,300.00      |
| Police Patrol                   | 4,201,758.50    | 47,284.30    | 1,232,672.20     | 5,481,715.00    |
| Criminal Investigation Division | 829,302.32      | 5,258.11     | 188,628.88       | 1,023,189.31    |
| Animal Control                  | 143,892.80      | 3,153.52     | 30,969.73        | 178,016.05      |
| Dispatch                        | 569,677.63      | 667.20       | 174,353.59       | 744,698.42      |
| Fire Prevention                 | 491,778.71      | 1,112.42     | 106,597.63       | 599,488.76      |
| Fire Suppression                | 3,796,522.25    | 69,970.20    | 979,386.48       | 4,845,878.93    |
| Fire Training                   | 133,641.85      | 5,804.69     | 36,204.31        | 175,650.85      |
| Emergency Management            | 403,169.19      | 7,377.98     | 70,497.11        | 481,044.28      |
| L.E.P.C.                        | 100.00          | 1,771.46     | 1,699.94         | 3,571.40        |
| Engineering                     | 244,859.15      | 2,594.92     | 47,157.32        | 294,611.39      |
| Streets                         | 666,450.05      | 20,056.94    | 97,278.52        | 783,785.51      |
| Traffic Control                 | 186,794.80      | 8,786.36     | 38,796.07        | 234,377.23      |
| Parks                           | 704,128.07      | 20,476.70    | 208,340.23       | 932,945.00      |
| Cemetery                        | 155,798.48      | 2,553.60     | 43,109.95        | 201,462.03      |
| Municipal Auditorium            | 30,888.79       | 1,031.48     | 9,692.51         | 41,612.78       |
| Community Center                | 25,265.82       | 1,050.00     | 9,351.40         | 35,667.22       |
| Senior Citizens                 | 55,919.48       | 1,634.02     | 22,408.23        | 79,961.73       |
| Expo Operations                 | 483,116.72      | -            | 19,038.31        | 502,155.03      |
| Equipment Services              | 170,886.33      | 2,209.61     | 61,230.11        | 234,326.05      |
| Building Maintenance            | 102,793.54      | 13,953.02    | 33,922.76        | 150,669.32      |
| Transfers Out                   | 901,746.52      | -            | 1,040,613.32     | 1,942,359.84    |
| Shared Costs (Allocated)        | 9,683.45        | 77,879.77    | (86,563.22)      | -               |
| Total Budget                    | \$17,300,366.80 | \$450,843.35 | \$5,091,207.27   | \$22,841,417.42 |

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## Street and Alley Fund

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### REVENUES:

#### *Breakdown by Source*

| Source             | Projected Revenue | Current Collections | Uncollected  |
|--------------------|-------------------|---------------------|--------------|
| Taxes              | 274,000.00        | 231,729.62          | 42,270.38    |
| Licenses & Permits | 850.00            | 1,235.00            | (385.00)     |
| Other Revenues     | 6,360.00          | 5,300.00            | 1,060.00     |
| Transfers In       | 138,790.00        | 135,000.00          | 3,790.00     |
| Total              | \$420,000.00      | \$373,264.62        | \$ 46,735.38 |

### EXPENDITURES:

#### *Breakdown by Account Group*

|                  | Other Services & Charges | Total        |
|------------------|--------------------------|--------------|
| YTD Actuals      | 330,971.95               | \$330,971.95 |
| Encumbrances     | -                        | \$ -         |
| Remaining Budget | 89,028.05                | \$89,028.05  |
| Total Budget     | \$420,000.00             | \$420,000.00 |

#### *Breakdown by Department*

| Department | YTD Actuals  | Outstanding Encumbrances | Remaining Budget | Total Budget |
|------------|--------------|--------------------------|------------------|--------------|
| Streets    | 330,971.95   | -                        | 89,028.05        | \$420,000.00 |
| Total      | \$330,971.95 | \$-                      | \$89,028.05      | \$420,000.00 |



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## E-911 Fund

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### REVENUES:

#### *Breakdown by Source*

| Source | Projected Revenue | Current Collections | Uncollected   |
|--------|-------------------|---------------------|---------------|
| Taxes  | 300,000.00        | 309,972.77          | (9,972.77)    |
| Total  | \$300,000.00      | \$309,972.77        | \$ (9,972.77) |

### EXPENDITURES:

#### *Breakdown by Account Group*

|                  | Other Services & Charges | Capital Outlay | Total        |
|------------------|--------------------------|----------------|--------------|
| YTD Actuals      | 117,953.46               | -              | \$117,953.46 |
| Encumbrances     | 31,337.00                | -              | \$31,337.00  |
| Remaining Budget | 75,709.54                | 75,000.00      | \$150,709.54 |
| Total Budget     | \$225,000.00             | \$75,000.00    | \$300,000.00 |

#### *Breakdown by Department*

| Department           | YTD Actuals  | Outstanding Encumbrances | Remaining Budget | Total Budget |
|----------------------|--------------|--------------------------|------------------|--------------|
| Emergency Management | 117,953.46   | 31,337.00                | 150,709.54       | \$300,000.00 |
| Total                | \$117,953.46 | \$31,337.00              | \$150,709.54     | \$300,000.00 |

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## Economic Development Fund

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### REVENUES:

#### *Breakdown by Source*

| Source          | Projected Revenue | Current Collections | Uncollected |
|-----------------|-------------------|---------------------|-------------|
| Taxes           | 309,280.00        | 266,726.11          | 42,553.89   |
| Interest Income | 225.00            | 286.96              | (61.96)     |
| Total           | \$309,505.00      | \$267,013.07        | \$42,491.93 |

### EXPENDITURES:

#### *Breakdown by Account Group*

|                  | Other Services & Charges | Transfers   | Total        |
|------------------|--------------------------|-------------|--------------|
| YTD Actuals      | 214,497.00               | 5,000.00    | \$219,497.00 |
| Encumbrances     | -                        | -           | \$-          |
| Remaining Budget | 71,895.00                | 10,000.00   | \$81,895.00  |
| Total Budget     | \$286,392.00             | \$15,000.00 | \$301,392.00 |

#### *Breakdown by Department*

| Department           | YTD Actuals  | Outstanding Encumbrances | Remaining Budget | Total Budget |
|----------------------|--------------|--------------------------|------------------|--------------|
| Economic Development | 214,497.00   | -                        | 71,895.00        | \$286,392.00 |
| Transfers Out        | 5,000.00     | -                        | 10,000.00        | \$15,000.00  |
| Total                | \$219,497.00 | \$-                      | \$81,895.00      | \$301,392.00 |

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## Spay/Neuter Fund

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### REVENUES:

#### *Breakdown by Source*

| Source         | Projected Revenue | Current Collections | Uncollected |
|----------------|-------------------|---------------------|-------------|
| Other Revenues | 3,000.00          | 2,025.00            | 475.00      |
| Total          | \$3,000.00        | \$2,025.00          | \$475.00    |

### EXPENDITURES:

#### *Breakdown by Account Group*

|                  | Other Services & Charges | Total      |
|------------------|--------------------------|------------|
| YTD Actuals      | 1,784.00                 | \$1,784.00 |
| Encumbrances     | 500.00                   | \$500.00   |
| Remaining Budget | 2,216.00                 | \$2,216.00 |
| Total Budget     | \$4,500.00               | \$4,500.00 |

#### *Breakdown by Department*

| Department     | YTD Actuals | Outstanding Encumbrances | Remaining Budget | Total Budget |
|----------------|-------------|--------------------------|------------------|--------------|
| Animal Control | 1,784.00    | 500.00                   | 2,216.00         | \$4,500.00   |
| Total          | \$1,784.00  | \$500.00                 | \$2,216.00       | \$4,500.00   |

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## Hotel/Motel Surcharge Fund

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### REVENUES:

#### *Breakdown by Source*

| Source          | Projected Revenue | Current Collections | Uncollected |
|-----------------|-------------------|---------------------|-------------|
| Taxes           | \$393,202.00      | 362,748.09          | 30,453.91   |
| Interest Income | \$ 40.14          | 55.70               | (15.56)     |
| Other Revenues* | \$478,389.73      | 478,389.73          | -           |
| Total           | \$871,631.87      | \$841,193.52        | \$30,453.91 |

\*Transfer from VSI

### EXPENDITURES:

#### *Breakdown by Account Group*

|                  | Personnel Services | Materials and Supplies | Other Services & Charges | Transfers  | Total         |
|------------------|--------------------|------------------------|--------------------------|------------|---------------|
| YTD Actuals      | 61,222.36          | 3,073.17               | 419,038.24               | 3,224.87   | \$486,558.64  |
| Encumbrances     | -                  | 2,763.60               | 69,971.12                | -          | \$72,734.72   |
| Remaining Budget | 27,439.64          | 363.23                 | (59,989.36)              | 1,275.13   | \$(30,911.36) |
| Total Budget     | \$88,662.00        | \$6,200.00             | \$429,020.00             | \$4,500.00 | \$528,382.00  |

#### *Breakdown by Department*

| Department                  | YTD Actuals  | Outstanding Encumbrances | Remaining Budget | Total Budget |
|-----------------------------|--------------|--------------------------|------------------|--------------|
| Tourism                     | 193,333.77   | 72,734.72                | (22,186.49)      | \$243,882.00 |
| Community Service Contracts | 290,000.00   | -                        | (10,000.00)      | \$280,000.00 |
| Transfers Out               | 3,224.87     | -                        | 1,275.13         | \$4,500.00   |
| Total                       | \$486,558.64 | \$72,734.72              | \$(30,911.36)    | \$528,382.00 |



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## Police Sales Tax Fund

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### REVENUES:

#### *Breakdown by Source*

| Source          | Projected Revenue | Current Collections | Uncollected |
|-----------------|-------------------|---------------------|-------------|
| Taxes           | 386,602.00        | 333,406.65          | 53,195.35   |
| Interest Income | 250.00            | 358.70              | (108.70)    |
| Total           | \$386,602.00      | \$333,765.35        | \$53,086.65 |

### EXPENDITURES:

#### *Breakdown by Account Group*

|                  | Transfers    | Total        |
|------------------|--------------|--------------|
| YTD Actuals      | 333,765.35   | \$333,765.35 |
| Encumbrances     | -            | \$ -         |
| Remaining Budget | 53,086.65    | \$53,086.65  |
| Total Budget     | \$386,852.00 | \$386,852.00 |

#### *Breakdown by Department*

| Department    | YTD Actuals  | Outstanding Encumbrances | Remaining Budget | Total Budget |
|---------------|--------------|--------------------------|------------------|--------------|
| Transfers Out | 333,765.35   | -                        | 53,086.65        | \$386,852.00 |
| Total         | \$333,765.35 | \$-                      | \$53,086.65      | \$386,852.00 |

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## Fire Sales Tax Fund

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### REVENUES:

#### *Breakdown by Source*

| Source          | Projected Revenue | Current Collections | Uncollected |
|-----------------|-------------------|---------------------|-------------|
| Taxes           | 386,602.00        | 333,406.65          | 53,195.35   |
| Interest Income | 250.00            | 358.70              | (108.70)    |
| Total           | \$386,602.00      | \$333,765.35        | \$53,086.65 |

### EXPENDITURES:

#### *Breakdown by Account Group*

|                  | Transfers    | Total        |
|------------------|--------------|--------------|
| YTD Actuals      | 333,765.35   | \$333,765.35 |
| Encumbrances     | -            | \$ -         |
| Remaining Budget | 53,086.65    | \$53,086.65  |
| Total Budget     | \$386,852.00 | \$386,852.00 |

#### *Breakdown by Department*

| Department    | YTD Actuals  | Outstanding Encumbrances | Remaining Budget | Total Budget |
|---------------|--------------|--------------------------|------------------|--------------|
| Transfers Out | 333,765.35   | -                        | 53,086.65        | \$386,852.00 |
| Total         | \$333,765.35 | \$-                      | \$53,086.65      | \$386,852.00 |

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## Tax Increment Financing Fund

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### REVENUES:

#### *Breakdown by Source*

| Source | Projected Revenue | Current Collections | Uncollected |
|--------|-------------------|---------------------|-------------|
| Taxes  | 52,000.00         | 47,899.28           | 4,100.72    |
| Total  | \$52,000.00       | \$47,899.28         | \$4,100.72  |

### EXPENDITURES:

#### *Breakdown by Account Group*

|                  | Capital Outlay | Total       |
|------------------|----------------|-------------|
| YTD Actuals      | -              | \$-         |
| Encumbrances     | -              | \$-         |
| Remaining Budget | 52,000.00      | \$52,000.00 |
| Total Budget     | \$52,000.00    | \$52,000.00 |

#### *Breakdown by Department*

| Department | YTD Actuals | Outstanding Encumbrances | Remaining Budget | Total Budget |
|------------|-------------|--------------------------|------------------|--------------|
| Planning   | -           | -                        | 52,000.00        | \$52,000.00  |
| Total      | \$-         | \$-                      | \$52,000.00      | \$52,000.00  |

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## Drug Forfeiture Fund

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### REVENUES:

#### *Breakdown by Source*

| Source                | Projected Revenue | Current Collections | Uncollected |
|-----------------------|-------------------|---------------------|-------------|
| Intergovernmental Rev | 15,000.00         | 3,416.50            | 11,583.50   |
| Other Revenues        | -                 | 0.76                | (0.76)      |
| Total                 | \$15,000.00       | \$3,417.26          | \$11,582.74 |

### EXPENDITURES:

#### *Breakdown by Account Group*

|                  | Materials and Supplies | Total       |
|------------------|------------------------|-------------|
| YTD Actuals      | 6,414.14               | \$6,414.14  |
| Encumbrances     | 2,138.10               | \$2,138.10  |
| Remaining Budget | 6,447.76               | \$6,447.76  |
| Total Budget     | \$15,000.00            | \$15,000.00 |

#### *Breakdown by Department*

| Department    | YTD Actuals | Outstanding Encumbrances | Remaining Budget | Total Budget |
|---------------|-------------|--------------------------|------------------|--------------|
| Police Patrol | 6,414.14    | 2,138.10                 | 6,447.76         | \$15,000.00  |
| Total         | \$6,414.14  | \$2,138.10               | \$6,447.76       | \$15,000.00  |



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## CDBG Fund

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### REVENUES:

#### *Breakdown by Source*

| Source                | Projected Revenue | Current Collections | Uncollected  |
|-----------------------|-------------------|---------------------|--------------|
| Intergovernmental Rev | 511,000.00        | 225,786.90          | 285,213.10   |
| Other Revenues        | 20,000.00         | 26,247.51           | (6,247.51)   |
| Total                 | \$531,000.00      | \$252,034.41        | \$278,965.59 |

### EXPENDITURES:

#### *Breakdown by Account Group*

|                  | Personnel Services | Materials and Supplies | Other Services & Charges | Total        |
|------------------|--------------------|------------------------|--------------------------|--------------|
| YTD Actuals      | 82,858.87          | 354.21                 | 246,601.36               | \$329,814.44 |
| Encumbrances     | -                  | -                      | 92,821.09                | \$92,821.09  |
| Remaining Budget | 39,023.31          | 645.79                 | 68,695.37                | \$108,364.47 |
| Total Budget     | \$121,882.18       | \$1,000.00             | \$408,117.82             | \$531,000.00 |

#### *Breakdown by Department*

| Department          | YTD Actuals  | Outstanding Encumbrances | Remaining Budget | Total Budget |
|---------------------|--------------|--------------------------|------------------|--------------|
| CDBG Administration | 41,458.34    | 21,385.69                | 6,381.50         | \$69,225.53  |
| CDBG Housing Rehab  | 288,356.10   | 71,435.40                | 101,982.97       | \$461,774.47 |
| Total               | \$329,814.44 | \$92,821.09              | \$108,364.47     | \$531,000.00 |

## Capital Improvement Fund

### REVENUES:

#### *Breakdown by Source*

| Source                | Projected Revenue | Current Collections | Uncollected  |
|-----------------------|-------------------|---------------------|--------------|
| Taxes                 | 2,450,931.44      | 2,067,122.56        | 383,808.88   |
| Intergovernmental Rev | 10,000.00         | 10,000.00           | -            |
| Interest Income       | 15,500.00         | 9,893.08            | 5,606.92     |
| Other Revenues        | 301,143.00        | 17,448.29           | 283,694.71   |
| Total                 | \$2,777,574.44    | \$2,104,463.93      | \$673,110.51 |

### EXPENDITURES:

#### *Breakdown by Account Group*

|                  | Capital Outlay | Debt Service   | Transfers    | Total          |
|------------------|----------------|----------------|--------------|----------------|
| YTD Actuals      | 394,818.28     | 1,070,815.25   |              | \$1,465,633.53 |
| Encumbrances     | 116,364.93     |                |              | \$116,364.93   |
| Remaining Budget | 192,924.79     | 598,351.32     | 602,850.00   | \$1,394,126.11 |
| Total Budget     | \$704,108.00   | \$1,669,166.57 | \$602,850.00 | \$2,976,124.57 |

#### *Breakdown by Department*

| Department           | YTD Actuals    | Outstanding Encumbrances | Remaining Budget | Total Budget   |
|----------------------|----------------|--------------------------|------------------|----------------|
| Information Systems  | 57,214.32      | 18,626.00                | 24,159.68        | \$100,000.00   |
| Police Patrol        | 32,926.93      | 25,208.00                | 33,523.07        | \$91,658.00    |
| Fire Prevention      | 42,885.32      |                          | 114.68           | \$43,000.00    |
| Fire Suppression     | 84,298.82      | 6,735.80                 | 45,665.38        | \$136,700.00   |
| Fire Training        | 4,180.00       |                          | 2,320.00         | \$6,500.00     |
| Emergency Management |                | 60,000.00                | 1,250.00         | \$61,250.00    |
| Engineering          |                |                          | 2,000.00         | \$2,000.00     |
| Streets              |                |                          | 60,000.00        | \$60,000.00    |
| Parks                | 38,705.92      | 5,795.13                 | 18,498.95        | \$63,000.00    |
| Municipal Auditorium | 19,645.56      |                          | 354.44           | \$20,000.00    |
| Senior Center        | 5,457.14       |                          | 4,542.86         | \$10,000.00    |
| Expo Operations      | 109,504.27     |                          | 495.73           | \$110,000.00   |
| Debt Service         | 1,070,815.25   |                          | 598,351.32       | \$1,669,166.57 |
| Transfers Out        | -              |                          | 602,850.00       | \$602,850.00   |
| Total                | \$1,465,633.53 | \$116,364.93             | \$1,394,126.11   | \$2,976,124.57 |

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## Street Improvement Fund

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### REVENUES:

#### *Breakdown by Source*

| Source          | Projected Revenue | Current Collections | Uncollected    |
|-----------------|-------------------|---------------------|----------------|
| Taxes           | 2,762,374.27      | 2,333,848.52        | 428,525.75     |
| Interest Income | 34,098.99         | 25,825.65           | 8,273.34       |
| Other Revenues  | 16,457.13         | 14,434.49           | 2,022.64       |
| Transfers In    | 1,390,000.00      | -                   | 1,390,000.00   |
| Total           | \$4,202,930.39    | \$2,374,108.66      | \$1,828,821.73 |

### EXPENDITURES:

#### *Breakdown by Account Group*

|                  | Capital Outlay | Total          |
|------------------|----------------|----------------|
| YTD Actuals      | 2,118,637.60   | \$2,118,637.60 |
| Encumbrances     | 134,051.35     | \$134,051.35   |
| Remaining Budget | 3,259,389.83   | \$3,259,389.83 |
| Total Budget     | \$5,512,078.78 | \$5,512,078.78 |

#### *Breakdown by Department*

| Department          | YTD Actuals    | Outstanding Encumbrances | Remaining Budget | Total Budget   |
|---------------------|----------------|--------------------------|------------------|----------------|
| Engineering         | 1,565,783.20   | 10,500.00                | 3,260,716.80     | \$4,837,000.00 |
| New Streets Project | 270,078.78     | -                        | -                | \$270,078.78   |
| Streets             | 282,775.62     | 47,550.63                | (326.25)         | \$330,000.00   |
| Traffic Control     | -              | 76,000.72                | (1,000.72)       | \$75,000.00    |
| Transfers Out       | -              | -                        | -                | \$-            |
| Total               | \$2,118,637.60 | \$134,051.35             | \$3,259,389.83   | \$5,512,078.78 |

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## 2018 Capital Improvement Fund

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### REVENUES:

#### *Breakdown by Source*

| Source          | Projected Revenue | Current Collections | Uncollected  |
|-----------------|-------------------|---------------------|--------------|
| Taxes           | 3,092,815.09      | 2,667,255.24        | 425,559.85   |
| Interest Income | 103,000.00        | 108,245.14          | (5,245.14)   |
| Total           | \$3,195,815.09    | \$2,775,500.38      | \$420,314.71 |

### EXPENDITURES:

#### *Breakdown by Account Group*

|                     | Other Services &<br>Charges | Capital Outlay | Debt Service   | Total           |
|---------------------|-----------------------------|----------------|----------------|-----------------|
| YTD Actuals         | 34,760.00                   | 509,774.97     | 1,490,570.00   | \$2,035,104.97  |
| Encumbrances        | 184,640.00                  | 953,099.71     | -              | \$1,137,739.71  |
| Remaining<br>Budget | 600.00                      | 7,180,955.32   | 460,777.50     | \$7,642,332.82  |
| Total Budget        | \$220,000.00                | \$8,643,830.00 | \$1,951,347.50 | \$10,815,177.50 |

#### *Breakdown by Department*

| Department              | YTD Actuals    | Outstanding Encumbrances | Remaining Budget | Total Budget    |
|-------------------------|----------------|--------------------------|------------------|-----------------|
| Police Patrol           | 245,339.79     | 618,262.52               | 2,395,527.69     | \$3,259,130.00  |
| Emergency<br>Management | -              | 250,000.00               | -                | \$250,000.00    |
| Streets                 | -              | -                        | 4,454,700.00     | \$4,454,700.00  |
| Parks                   | 188,749.90     | 237,271.99               | 193,978.11       | \$620,000.00    |
| Library                 | -              | 32,205.20                | 87,794.80        | \$120,000.00    |
| Community Center        | -              | -                        | 30,000.00        | \$30,000.00     |
| Senior Citizen          | 110,445.28     | -                        | 19,554.72        | \$130,000.00    |
| Debt Service            | 1,490,570.00   | -                        | 460,777.50       | \$1,951,347.50  |
| Total                   | \$2,035,104.97 | \$1,137,739.71           | \$7,642,332.82   | \$10,815,177.50 |



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## Aquatic Center

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### REVENUES:

#### *Breakdown by Source*

| Source               | Projected Revenue | Current Collections | Uncollected  |
|----------------------|-------------------|---------------------|--------------|
| Charges for Services | 214,250.00        | 80,853.25           | 133,396.75   |
| Other Revenues       | -                 | 37.56               | (37.56)      |
| Interest Income      | 140,083.04        | 140,083.04          | -            |
| Total                | \$354,333.04      | \$220,973.85        | \$133,359.19 |

### EXPENDITURES:

#### *Breakdown by Account Group*

|                  | Personnel Services | Materials and Supplies | Other Services & Charges | Capital Outlay | Total        |
|------------------|--------------------|------------------------|--------------------------|----------------|--------------|
| YTD Actuals      | 192,877.95         | 28,293.31              | 24,126.36                | 600.00         | \$245,897.62 |
| Encumbrances     | -                  | 7,960.07               | 4,418.79                 | -              | \$12,378.86  |
| Remaining Budget | 58,672.09          | 28,846.62              | 9,137.85                 | (600.00)       | \$96,056.56  |
| Total Budget     | \$251,550.04       | \$65,100.00            | \$37,683.00              | \$-            | \$354,333.04 |

#### *Breakdown by Department*

| Department | YTD Actuals  | Outstanding Encumbrances | Remaining Budget | Total Budget |
|------------|--------------|--------------------------|------------------|--------------|
| Pool       | 245,897.62   | 12,378.86                | 96,056.56        | \$354,333.04 |
| Total      | \$245,897.62 | \$12,378.86              | \$96,056.56      | \$354,333.04 |

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## Shawnee Municipal Authority

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### REVENUES:

#### *Breakdown by Source*

| Source               | Projected Revenue | Current Collections | Uncollected    |
|----------------------|-------------------|---------------------|----------------|
| Licenses and Permits | 15,825.00         | 15,740.00           | 85.00          |
| Charges for Services | 13,648,288.66     | 11,575,620.53       | 2,072,668.13   |
| Interest Income      | 50,562.18         | 54,874.40           | (4,312.22)     |
| Other Revenues       | 6,178,937.61      | 3,829,135.25        | 2,349,802.36   |
| Total                | \$19,893,613.45   | \$15,475,370.18     | \$4,418,243.27 |

### EXPENDITURES:

#### *Breakdown by Account Group*

|                     | Personnel<br>Services | Materials<br>and<br>Supplies | Other<br>Services &<br>Charges | Capital Outlay | Debt Service   | Transfers      | Total           |
|---------------------|-----------------------|------------------------------|--------------------------------|----------------|----------------|----------------|-----------------|
| YTD Actuals         | 2,218,369.61          | 522,365.15                   | 3,685,173.51                   | 3,399,168.76   | 2,314,889.74   | 2,800,000.00   | \$14,939,966.77 |
| Encumbrances        | -                     | 42,155.73                    | 523,887.37                     | 58,171.83      | -              | -              | \$624,214.93    |
| Remaining<br>Budget | 548,671.35            | 37,539.51                    | 192,289.30                     | 2,849,659.41   | 255,321.01     | 560,000.00     | \$4,443,480.58  |
| Total Budget        | \$2,767,040.96        | \$602,060.39                 | \$4,401,350.18                 | \$6,307,000.00 | \$2,570,210.75 | \$3,360,000.00 | \$20,007,662.28 |

#### *Breakdown by Department*

| Department                   | YTD Actuals     | Outstanding Encumbrances | Remaining Budget | Total Budget    |
|------------------------------|-----------------|--------------------------|------------------|-----------------|
| Utility Billing              | 599,933.00      | 22,430.86                | 69,492.60        | \$691,856.46    |
| Utility<br>Administration    | 2,902,272.56    | 385,587.60               | (251,677.74)     | \$3,036,182.42  |
| Lake Operations              | 63,315.32       | -                        | 2,167.55         | \$65,482.87     |
| Water Production             | 1,013,100.72    | 65,697.57                | 167,066.62       | \$1,245,864.91  |
| Water Distribution           | 3,828,595.04    | 63,058.23                | 2,587,129.80     | \$6,478,783.07  |
| North Sewer<br>Treatment Plt | 398,321.10      | 19,388.96                | 82,900.53        | \$500,610.59    |
| South Sewer<br>Treatment Plt | 494,305.80      | 27,168.87                | 420,670.28       | \$942,144.95    |
| Sewer Collection             | 525,233.49      | 40,882.84                | 550,409.93       | \$1,116,526.26  |
| Debt Service                 | 2,314,889.74    | -                        | 255,321.01       | \$2,570,210.75  |
| Transfers Out                | 2,800,000.00    | -                        | 560,000.00       | \$3,360,000.00  |
| Total                        | \$14,939,966.77 | \$624,214.93             | \$4,443,480.58   | \$20,007,662.28 |

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## Shawnee Airport Authority

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### REVENUES:

#### *Breakdown by Source*

| Source                | Projected Revenue | Current Collections | Uncollected  |
|-----------------------|-------------------|---------------------|--------------|
| Intergovernmental Rev | -                 | 58,587.99           | (58,587.99)  |
| Rental Revenues       | 267,000.00        | 249,594.97          | 17,405.03    |
| Other Revenues        | 282,300.00        | 174,272.13          | 108,027.87   |
| Transfers In          | 292,085.45        | 6,235.45            | 285,850.00   |
| Total                 | \$841,385.45      | \$488,690.54        | \$352,694.91 |

### EXPENDITURES:

#### *Breakdown by Account Group*

|                  | Personnel Services | Materials and Supplies | Other Services & Charges | Capital Outlay | Total         |
|------------------|--------------------|------------------------|--------------------------|----------------|---------------|
| YTD Actuals      | 139,039.83         | 154,296.63             | 95,079.46                | 173,826.82     | \$562,242.74  |
| Encumbrances     | -                  | 91,508.15              | 8,544.85                 | 232,129.00     | \$332,182.00  |
| Remaining Budget | 38,445.62          | 3,895.22               | 24,725.69                | (120,105.82)   | \$(53,039.29) |
| Total Budget     | \$177,485.45       | \$249,700.00           | \$128,350.00             | \$285,850.00   | \$841,385.45  |

#### *Breakdown by Department*

| Department | YTD Actuals  | Outstanding Encumbrances | Remaining Budget | Total Budget |
|------------|--------------|--------------------------|------------------|--------------|
| Airport    | 562,242.74   | 332,182.00               | (53,039.29)      | \$841,385.45 |
| Total      | \$562,242.74 | \$332,182.00             | \$ (53,039.29)   | \$841,385.45 |

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## Worker's Comp Self-Insurance Fund

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### REVENUES:

#### *Breakdown by Source*

| Source          | Projected Revenue | Current Collections | Uncollected  |
|-----------------|-------------------|---------------------|--------------|
| Interest Income |                   | 631.66              | (631.66)     |
| Other Revenues  |                   | 38,953.61           | (38,953.61)  |
| Transfers In    | 718,450.00        | 429,920.65          | 288,529.35   |
| Total           | \$718,450.00      | \$469,505.92        | \$248,944.08 |

### EXPENDITURES:

#### *Breakdown by Account Group*

|                  | Other Services & Charges | Total        |
|------------------|--------------------------|--------------|
| YTD Actuals      | 429,927.12               | \$429,927.12 |
| Encumbrances     | -                        | \$ -         |
| Remaining Budget | 288,522.88               | \$288,522.88 |
| Total Budget     | \$718,450.00             | \$718,450.00 |

#### *Breakdown by Department*

| Department                         | YTD Actuals  | Outstanding Encumbrances | Remaining Budget | Total Budget |
|------------------------------------|--------------|--------------------------|------------------|--------------|
| Workers' Comp Self- Insurance Fund | 429,927.12   | -                        | 288,522.88       | \$718,450.00 |
| Total                              | \$429,927.12 | \$-                      | \$288,522.88     | \$718,450.00 |



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## Library Fund

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### REVENUES:

#### *Breakdown by Source*

| Source       | Projected Revenue | Current Collections | Uncollected |
|--------------|-------------------|---------------------|-------------|
| Transfers In | 89,251.35         | 89,251.35           | 0.00        |
| Total        | \$89,251.35       | \$89,251.35         | \$-         |

### EXPENDITURES:

#### *Breakdown by Account Group*

|                  | Personnel Services | Materials and Supplies | Other Services & Charges | Total       |
|------------------|--------------------|------------------------|--------------------------|-------------|
| YTD Actuals      | 19,954.60          | 2,671.08               | 51,128.41                | \$73,754.09 |
| Encumbrances     | -                  | 144.99                 | 255.00                   | \$399.99    |
| Remaining Budget | (503.25)           | 1,883.93               | 13,716.59                | \$15,097.27 |
| Total Budget     | \$19,451.35        | \$4,700.00             | \$65,100.00              | \$89,251.35 |

#### *Breakdown by Department*

| Department | YTD Actuals | Outstanding Encumbrances | Remaining Budget | Total Budget |
|------------|-------------|--------------------------|------------------|--------------|
| Library    | 73,754.09   | 399.99                   | 15,097.27        | \$89,251.35  |
| Total      | \$73,754.09 | \$399.99                 | \$15,097.27      | \$89,251.35  |

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## Cemetery Perpetual Fund

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### REVENUES:

#### *Breakdown by Source*

| Source       | Projected Revenue | Current Collections | Uncollected |
|--------------|-------------------|---------------------|-------------|
| Transfers In | 4,500.00          | 3,539.37            | 960.63      |
| Total        | \$4,500.00        | \$3,539.37          | \$960.63    |

### EXPENDITURES:

#### *Breakdown by Account Group*

|                  | Other Services & Charges | Capital Outlay | Total       |
|------------------|--------------------------|----------------|-------------|
| YTD Actuals      | -                        | 11,804.49      | \$11,804.49 |
| Encumbrances     | -                        | -              | \$-         |
| Remaining Budget | 4,500.00                 | 8,195.51       | \$12,695.51 |
| Total Budget     | \$4,500.00               | \$20,000.00    | \$24,500.00 |

#### *Breakdown by Department*

| Department | YTD Actuals | Outstanding Encumbrances | Remaining Budget | Total Budget |
|------------|-------------|--------------------------|------------------|--------------|
| Cemetery   | 11,804.49   | -                        | 12,695.51        | \$24,500.00  |
| Total      | \$11,804.49 | \$-                      | \$12,695.51      | \$24,500.00  |

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## Gifts and Contributions Fund

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### REVENUES:

#### *Breakdown by Source*

| Source              | Projected Revenue | Current Collections | Uncollected |
|---------------------|-------------------|---------------------|-------------|
| Gifts and Donations | 19,400.50         | 19,400.50           | -           |
| Total               | \$19,400.50       | \$19,400.50         | \$ -        |

### EXPENDITURES:

#### *Breakdown by Account Group*

|                  | Materials and Supplies | Capital Outlay | Total       |
|------------------|------------------------|----------------|-------------|
| YTD Actuals      | 3,225.00               | 15,000.00      | \$18,225.00 |
| Encumbrances     | 400.00                 | -              | \$400.00    |
| Remaining Budget | 2,015.50               | -              | \$2,015.50  |
| Total Budget     | \$5,640.50             | \$15,000.00    | \$20,640.50 |

#### *Breakdown by Department*

| Department              | YTD Actuals | Outstanding Encumbrances | Remaining Budget | Total Budget |
|-------------------------|-------------|--------------------------|------------------|--------------|
| Police Dept Donations   | -           | -                        | 20.00            | \$20.00      |
| Fire Dept Donations     | 775.00      | 400.00                   | 335.00           | \$1,510.00   |
| Senior Citizens Center  | 15,000.00   | -                        | 610.00           | \$15,610.00  |
| Mayor's Christmas Scene | -           | -                        | 100.00           | \$100.00     |
| Centennial              | 2,450.00    | -                        | (50.00)          | \$2,400.00   |
| Animal Shelter          | -           | -                        | 1,000.50         | \$1,000.50   |
| Total                   | \$18,225.00 | \$400.00                 | \$2,015.50       | \$20,640.50  |

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## Sister Cities Fund

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### REVENUES:

#### *Breakdown by Source*

| Source        | Projected Revenue | Current Collections | Uncollected |
|---------------|-------------------|---------------------|-------------|
| Other Revenue | -                 | 700.00              | (700.00)    |
| Transfers In  | 15,000.00         | 5,000.00            | 10,000.00   |
| Total         | \$15,000.00       | \$5,700.00          | \$9,300.00  |

### EXPENDITURES:

#### *Breakdown by Account Group*

|                  | Other Services & Charges | Total       |
|------------------|--------------------------|-------------|
| YTD Actuals      | 5,379.38                 | \$5,379.38  |
| Encumbrances     | -                        | \$-         |
| Remaining Budget | 9,620.62                 | \$9,620.62  |
| Total Budget     | \$15,000.00              | \$15,000.00 |

#### *Breakdown by Department*

| Department    | YTD Actuals | Outstanding Encumbrances | Remaining Budget | Total Budget |
|---------------|-------------|--------------------------|------------------|--------------|
| Sister Cities | 5,379.38    | -                        | 9,620.62         | \$15,000.00  |
| Total         | \$5,379.38  | \$-                      | \$9,620.62       | \$15,000.00  |