

NOTICE OF MEETING

SHAWNEE CIVIC & CULTURAL DEVELOPMENT AUTHORITY

TYPE OF MEETING (PLEASE CHECK)

REGULAR MEETING (X)
RESCHEDULED REGULAR MEETING ()
SPECIAL MEETING ()
CONTINUED OR
EMERGENCY MEETING ()
RECONVENED MEETING ()
CANCELED MEETING ()

DATE TIME PLACE OF MEETING
MARCH 16, 2017 12:30PM HEART OF OKLAHOMA EXPOSITION CENTER
1700 W INDEPENDENCE
SHAWNEE, OK 74804

TO BE COMPLETED BY PERSON FILING NOTICE:

NAME: Stephanie Meiler-Gideon
TITLE: MARKETING MANAGER
ADDRESS: PO BOX 1466
SHAWNEE, OK 74802-1466
PHONE: 405-275-7020

FILED IN THE OFFICE OF THE MUNICIPAL CLERK AT 2:27 AM PM.

ON: MARCH 13, 2017

SIGNED: K. Buchholz

FOR CITY CLERK'S OFFICE USE ONLY

DATE NOTICE RELEASED TO NEWS MEDIA: MARCH 13, 2017
PERSON FILING NOTICE: Stephanie Meiler Gideon
NOTICE VERIFIED BY: Kacie Buchholz

SHAWNEE CIVIC & CULTURAL DEVELOPMENT AUTHORITY
MARCH 16, 2017
@ 12:30 PM
HEART OF OKLAHOMA EXPOSITION CENTER

1. CALL TO ORDER.
2. ROLL CALL.
3. DECLARATION OF A QUORUM.
4. APPROVAL OF MINUTES OF THE REGULAR SCHEDULED MEETING OF FEBRUARY 2017.
5. REVIEW AND ACKNOWLEDGMENT OF MONTHLY ACTIVITY REPORT FEBRUARY 2017.
6. APPROVAL OF MINUTES OF THE SPECIAL CALL MEETING OF FEBRUARY 2017.
7. APPROVAL OF MONTHLY FINANCIAL REPORT.
8. APPROVAL OF CLAIMS: GENERAL ACCOUNT.
9. APPROVAL OF CLAIMS: EXPO CENTER SPECIAL EVENTS.
10. APPROVAL OF CLAIMS: SHAVINGS ACCOUNT.
11. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION TO APPROVE 2017 SC&CDA OPERATING BUDGET.
12. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION TO PURCHASE A PORTABLE STAGE SYSTEM FOR CONFERENCE CENTER.
13. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION TO APPROVE CONCESSION CONTRACT FOR A 2 YEAR PERIOD ENDING DECEMBER 31, 2018.
14. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION TO APPROVE CATERING CONTRACT FOR A 2 YEAR PERIOD ENDING DECEMBER 31, 2018.
15. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION ON PURCHASING A FRONT END LOADER/FORKLIFT FOR DAILY OPERATIONAL USE.
16. IFYR UP-DATE.
17. COMMITTEE REPORTS.
18. ADMINISTRATIVE REPORTS.
19. OLD BUSINESS.
20. NEW BUSINESS.
21. PUBLIC & TRUSTEE COMMENTS.
22. ADJOURNMENT.

A MEETING OF THE SHAWNEE
CIVIC AND CULTURAL DEVELOPMENT AUTHORITY
FEBRUARY 14, 2017
12:30 P.M.
HEART OF OKLAHOMA EXPOSITION CENTER

THE TRUSTEES OF THE SHAWNEE CIVIC AND CULTURAL DEVELOPMENT AUTHORITY MET FOR A SPECIAL CALL MEETING THURSDAY, TUESDAY FEBRUARY 14, 2017 AT 2:00 PM AT HEART OF OKLAHOMA EXPOSITION CENTER, PURSUANT TO NOTICE DULY POSTED AS PRESCRIBED BY LAW. NOTICE WAS FILED AT CITY HALL ON 2/9/2017 AT 8:28 AM.

AGENDA ITEM NO.1

CALL TO ORDER.

THE MEETING WAS CALLED TO ORDER AT 2:00 PM BY VICE CHAIRMAN MR. RANDY GILBERT.

AGENDA ITEM NO.2

ROLL CALL

TRUSTEES PRESENT: MR. RANDY GILBERT
MR. KARL KOZEL
MR. TIM BARRICK
MR. LANCE WORTHAM
MR. JUSTIN ERICKSON
MRS. RACHEL MELOT

TRUSTEES ABSENT: MR. CARL PACKWOOD

AGENDA ITEM NO.3

DECLARATION OF A QUORUM

CHAIRMAN MR. RANDY GILBERT, DECLARED A QUORUM.

AGENDA ITEM NO.4

DISCUSSION CONSIDERATION AND POSSIBLE ACTION TO APPROVE
2017 SC&CDA OPERATING BUDGET.

NO ACTION TAKEN - TABLED UNTIL MARCH MEETING

AGENDA ITEM NO.5

DISCUSSION CONSIDERATION AND POSSIBLE ACTION TO
PURCHASE NEW TABLES & CHAIRS FOR THE CONFERENCE
CENTER.

THE MOTION MADE BY TRUSTEE MELOT, SECONDED BY TRUSTEE KOZEL TO APPROVE THE PURCHASE OF NEW TABLES FOR THE CONFERENCE CENTER FROM MIGHT LITE, TABLES WILL BE PAID FOR WITH MATCHING FUNDS COMING FROM POTT COUNTY FUNDING FOR AVEDIS GRANT PROJECT. THE CHAIRS WILL BE REVISITED AT A LATER DATE AS WE ARE CLOSER TO DECISION WITH FLOORING. MOTION CARRIED.

AYE: GILBERT, MELOT, BARRICK, WORTHAM, ERICKSON, KOZEL

NAY: NONE

ABSTAIN:

AGENDA ITEM NO.6

DISCUSSION CONSIDERATION AND POSSIBLE ACTION TO
PURCHASE A PORTABLE STAGE SYSTEM FOR THE CONFERENCE
CENTER.

NO ACTION TAKEN - TABLED UNTIL MARCH MEETING

AGENDA ITEM NO.7

DISCUSSION CONSIDERATION AND POSSIBLE ACTION TO PURCHASE A PORTABLE DANCE FLOOR FOR CONFERENCE CENTER.

THE MOTION MADE BY TRUSTEE WORTHAM, SECONDED BY TRUSTEE BARRICK TO APPROVE THE MONTHLY FINANCIAL REPORT AS PRESENTED. MOTION CARRIED.

AYE: GILBERT, MELOT, BARRICK, WORTHAM, ERICKSON, KOZEL

NAY: NONE

ABSTAIN:

AGENDA ITEM NO.8

DISCUSSION CONSIDERATION AND POSSIBLE ACTION TO APPROVE A CONCESSIONS CONTRACT WITH DROFFATS INC AS A 2YR CONTRACT ENDING DECEMBER 31, 2018.

NO ACTION TAKEN - TABLED UNTIL MARCH MEETING

AGENDA ITEM NO.9

DISCUSSION CONSIDERATION AND POSSIBLE ACTION TO APPROVE A CATERING CONTRACT WITH DROFFATS INC AS A 2YR CONTRACT ENDING DECEMBER 31, 2018.

NO ACTION TAKEN - TABLED UNTIL MARCH MEETING

AGENDA ITEM NO.10

DISCUSSION CONSIDERATION AND POSSIBLE ACTION ON PURCHASING A FRONT END LOADER/FORK LIFT FOR DAILY OPERATIONAL USE AT CONFERENCE CENTER.

NO ACTION TAKEN - TABLED UNTIL MARCH MEETING & COME BACK WITH BREAK DOWN ON NEW-VS-USED & A PRIORITY LIST OF TOP 3 EQUIPMENT NEEDS HERE.

AGENDA ITEM NO.11

ADJOURNMENT.

THE MOTION MADE BY TRUSTEE BARRICK, SECONDED BY TRUSTEE MELOT TO ADJOURN THE MEETING. - MOTION CARRIED.

AYE: GILBERT, MELOT, BARRICK, WORTHAM, ERICKSON, KOZEL

NAY:

ABSTAIN:

CHAIRMAN: MR. RANDY GILBERT

SECRETARY: MR. JUSTIN ERICSON

A MEETING OF THE SHAWNEE
CIVIC AND CULTURAL DEVELOPMENT AUTHORITY
FEBRUARY 16, 2017
9:00 AM
HEART OF OKLAHOMA EXPOSITION CENTER

THE TRUSTEES OF THE SHAWNEE CIVIC AND CULTURAL DEVELOPMENT AUTHORITY MET FOR THEIR REGULAR SCHEDULED MEETING THURSDAY, FEBRUARY 16, 2017 AT 9:00 AM AT HEART OF OKLAHOMA EXPOSITION CENTER, PURSUANT TO NOTICE DULY POSTED AS PRESCRIBED BY LAW. NOTICE WAS FILED AT CITY HALL ON 2/13/2017 AT 10:28 AM.

AGENDA ITEM NO.1

CALL TO ORDER.

THE MEETING WAS CALLED TO ORDER AT 12:40 PM BY VICE CHAIRMAN MR. RANDY GILBERT.

AGENDA ITEM NO.2

ROLL CALL

TRUSTEES PRESENT: MR. RANDY GILBERT
MR. KARL KOZEL
MR. TIM BARRICK
MR. LANCE WORTHAM
MRS. RACHEL MELOT

TRUSTEES ABSENT: MR. JUSTIN ERICKSON

ALSO IN ATTENDANCE: SHELLY WELCH OF FINLEY & COOK , MIKE CLOVER OF STUART & CLOVER -

AGENDA ITEM NO.3

DECLARATION OF A QUORUM

CHAIRMAN MR. RANDY GILBERT, DECLARED A QUORUM.

AGENDA ITEM NO.4

APPROVAL OF THE MINUTES OF THE JANUARY 2017 MEETING -

THE MOTION MADE BY TRUSTEE KOZEL, SECONDED BY TRUSTEE WORTHAM THE MINUTES AS PRESENTED FOR THE JANUARY 2017 BOARD MEETING. MOTION CARRIED.

AYE: GILBERT, MELOT, BARRICK, WORTHAM, KOZEL

NAY: NONE

ABSTAIN:

AGENDA ITEM NO.6

APPROVAL OF THE MONTHLY FINANCIAL REPORT.

THE MOTION MADE BY TRUSTEE KOZEL, SECONDED BY TRUSTEE BARRICK TO APPROVE THE MONTHLY FINANCIAL REPORT. MOTION CARRIED.

AYE: GILBERT, MELOT, BARRICK, WORTHAM, KOZEL

NAY: NONE

ABSTAIN:

AGENDA ITEM NO.7

APPROVAL OF GENERAL CLAIMS WITH ADD ONS .

THE MOTION MADE BY TRUSTEE KOZEL, SECONDED BY TRUSTEE PACKWOOD TO APPROVE THE GENERAL CLAIMS WITH ADD ONS AS PRESENTED. MOTION CARRIED.

AYE: GILBERT MELOT, BARRICK, PACKWOOD, WORTHAM, KOZEL

NAY: NONE

ABSTAIN

General Claims :

A.	Express Employment	\$668.80
B.	Express Employment	\$286.08
C.	Visit Shawnee	\$1,000.00
D.	Sirloin Club of OKC	\$126.00
E.	Finley & Cook	\$610.31
F.	Shawnee Office Systems	\$59.10
G.	NAPA	\$261.39
H.	Music Unlimited	\$120.00
I.	Chuck Jones	\$1,200.00
J.	Shawnee Municipal Authority	\$142.37
K.	Shawnee Municipal Authority	\$168.81
L.	Shawnee Municipal Authority	\$43.44
M.	INS	\$734.00
N.	Vann & Associates	\$2,981.40
O.	OK Tax Commission	\$1,210.29
P.	Express Employment	\$994.84
Q.	Express Employment	\$974.46
R.	Fuelman	\$804.23
S.	Fresh Filtered Air	\$650.00
T.	Grimsley's	\$90.92
U.	Sirloin Club of OKC	\$200.00
V.	Music Unlimited	\$943.89
W.	James Supplies	\$98.00
X.	NAPA	\$261.39
Y.	Winkler Door Company	\$445.00
Z.	MetTel	\$789.97
AA.	AT&T	\$108.43
BB.	Express Employment	\$691.36
CC.	Express Employment	\$1,120.24
DD.	Vann & Associates	\$154.32
EE.	John Deere	\$495.72
FF.	Grimsley's	\$1,652.23
GG.	Sparks Heat & Air	\$1,183.80
HH.	Stuart & Clover	\$530.00
II.	ONG	\$99.46
JJ.	ONG	\$253.34
KK.	ONG	\$67.85
LL.	ONG	\$94.43
MM.	ONG	\$502.87
NN.	ONG	\$465.78
OO.	ONG	\$310.55
PP.	First United Bank	\$679.17
QQ.	Communication Services	\$48.00
RR.	Grimsley's	\$65.88
SS.	Sparks Heat & Air	\$138.50
TT.	Sparks Heat & Air	\$330.80
UU.	Shawnee Lighting Systems	\$337.21
VV.	Shawnee Lighting Systems	\$213.77
WW.	ONG	\$589.37
XX.	City of Shawnee	\$86.25
YY.	Preferred Material Handling	\$2,092.00

Add Ons:

General Account:

A.	Constellation Energy	\$2,758.86
B.	Arvest	\$625.11
C.	Brooks Industries	\$4,496.64
D.	OG&E	\$8,894.59
E.	Express Employment	\$1,534.70
F.	Constellation Energy	\$2,244.03

AGENDA ITEM NO.8

APPROVAL OF SPECIAL CLAIMS .

THE MOTION MADE BY TRUSTEE PACKWOOD, SECONDED BY TRUSTEE WORTHAM TO APPROVE THE SPECIAL CLAIMS WITH NO ADD ONS AS PRESENTED. MOTION CARRIED.

AYE: GILBERT, BARRICK, PACKWOOD, WORTHAM, KOZEL

NAY: NONE

ABSTAIN

Special Claims:

A.	First United Bank	\$2,051.21
B.	Cowboy Times	\$540.00

AGENDA ITEM NO.9

APPROVAL OF SHAYINGS CLAIMS.

THE MOTION MADE BY TRUSTEE PACKWOOD, SECONDED BY TRUSTEE WORTHAM TO APPROVE THE SHAYINGS CLAIMS WITH NO ADD ONS AS PRESENTED. MOTION CARRIED.

AYE: GILBERT, MELOT, BARRICK, PACKWOOD, WORTHAM, KOZEL

NAY: NONE

ABSTAIN

AGENDA ITEM NO. 10

IFYR UPDATE

PACKETS ARE GOING OUT, TRADESHOW APPLICATION ARE COMING IN STEADILY, PERSONNEL APPS ARE IN, AND STOCK PACKETS ARE COMING IN GOOD.

AGENDA ITEM NO. 11-14

COMMITTEE REPORTS, ADMINISTRATIVE REPORTS, OLD BUSINESS
& NEW BUSINESS..

TODD & CHARLIE ARE HERE WITH POPULAS GROUP TO START DISCUSSING IDEAS AND THOUGHT FOR THE EXPANSION / RENOVATIONS TO OUR FACILITIES.

AGENDA ITEM NO.21

ADJOURNMENT

THE MOTION MADE BY TRUSTEE KOZEL, SECONDED BY TRUSTEE WORTHAM TO ADJOURN THE MEETING. -
MOTION CARRIED.

AYE: GILBERT, MELOT, BARRICK, PACKWOOD, WORTHAM, KOZEL

NAY:

ABSTAIN:

CHAIRMAN: MR. RANDY GILBERT

SECRETARY: MR. JUSTIN ERICSON



Heart of Oklahoma Expo Center

February 2017 Events	Amount Owed	Amount Paid	Concessions / Catering
Central Districts Livestock Show	\$ -	\$ 6,000.00	\$ -
Outlaw Motor Sports	\$ -	\$ 2,418.70	\$ -
Triangle Horse Sale	\$ -	\$ 31,859.00	\$ -
NWTF Auction	\$ -	\$ 452.00	\$ -
Shawnee Board of Realtors	\$ -	\$ 445.00	\$ -
Red Dirt Agility	\$ -	\$ 1,700.00	\$ -
BlackHawk Casino	\$ -	\$ 527.50	\$ -
Blue Zone Meeting	\$ -	\$ 87.20	\$ -
Excel Auction	\$ 787.78	\$ -	\$ -
G&S Promotions	\$ 1,710.64	\$ -	\$ -
Central 4D Barrel Racing	\$ 4,106.51	\$ -	\$ -
OCCRA Banquet	\$ 1,223.00	\$ -	\$ -
Church of Christ	\$ 1,070.00	\$ -	\$ -
Preston Veales Concert	\$ 602.59	\$ -	\$ -
January Concessions/Catering	\$ -	\$ -	\$ 3,990.50
February 2016 \$2,685.00 Totals:	\$ 9,500.52	\$ 43,489.40	\$ -

Shawnee Expo Center / SC&CDA
Statement of Assets, Liab, & Equity
As of February 28, 2017

	Feb 28, 17
ASSETS	
Current Assets	
Checking/Savings	
Arvest-General	42,338.39
Bancfirst-0161902-Shavings	14,581.24
FNB - 1020390 (Capital Improve)	938.10
FUB-282367-Payoff	398.58
FUB-603708-Special	15,047.63
FUB-603910-Ticket	65.68
Total Checking/Savings	73,369.62
Accounts Receivable	
Accounts Receivable	9,064.43
Total Accounts Receivable	9,064.43
Other Current Assets	
Concession Receivable	-5,853.38
Total Other Current Assets	-5,853.38
Total Current Assets	76,580.67
Fixed Assets	
Land Improvements	47,350.44
Parking Lot Improvements	262,113.00
RV Park	
600 Section	246,317.00
Total RV Park	246,317.00
Accum Depr- Land Improvements	-685,357.56
Accum Depr- Vehicles	-102,549.89
Accum Depr-Audiovisual Equip	-35,637.46
Accum Depr-Buildings	-3,948,043.42
Accum Depr-Business Mach	-25,821.06
Accum Depr-Comm. Equip	-2,540.32
Accum Depr-Furniture	-46,884.90
Accum Depr-Mach. & Tools	-1,817,547.68
Audiovisual Equipment	68,623.71
Buildings	7,722,928.02
Business Machines	25,786.79
Communications Equipment	21,653.24
Land	645,821.42
Machinery & Tools	2,035,122.71
Parks & Recreation Equip.	29,503.09
Vehicles	124,513.19
Total Fixed Assets	4,565,350.32
TOTAL ASSETS	4,641,930.99
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Sales Tax Payable	1,452.88
Total Other Current Liabilities	1,452.88
Total Current Liabilities	1,452.88
Long Term Liabilities	
N/P - Arvest Sweeper	31,835.76
Total Long Term Liabilities	31,835.76
Total Liabilities	33,288.64

9:46 AM

03/09/17

Accrual Basis

Shawnee Expo Center / SC&CDA
Statement of Assets, Liab, & Equity
As of February 28, 2017

	Feb 28, 17
Equity	
County Money for Improvements	458,651.00
Fund Balance	
Restricted	4,328,238.54
Total Fund Balance	4,328,238.54
Retained Earnings	-155,067.46
Net Income	-23,179.73
Total Equity	4,608,642.35
TOTAL LIABILITIES & EQUITY	4,641,930.99

Shawnee Expo Center / SC&CDA
Statement of Revenue & Expenses
One Month and Two Months Ended, February 28, 2017

	Feb 17	Jan - Feb 17
Ordinary Income/Expense		
Income		
credit	0.00	70.00
Additional Charges	21,460.00	22,083.00
Booth Income	875.00	875.00
Catering Income	0.00	1,434.25
Conference Center	5,464.00	9,409.00
Discounts	-4,000.24	-4,016.24
Fred Humphrey Pavilion	6,760.00	9,175.00
Interest Income	9.22	21.30
Otto Krause Building	5,000.00	5,275.00
RV Spaces	2,100.00	3,825.00
Shavings	13,847.50	14,397.50
Total Income	51,515.48	62,548.81
Expense		
Accounting	610.31	610.31
Advertising	1,000.00	1,500.00
Marketing	3,135.72	13,492.52
Bank Charges	0.26	0.47
Contract Labor	6,920.48	12,033.80
Credit Card Discounts	111.65	433.61
Dues	126.00	176.00
Equipment		
Office	120.00	120.00
Total Equipment	120.00	120.00
Fuel/Deisel	804.23	1,360.30
Interest - Loan	625.11	2,562.96
Legal	530.00	530.00
Maintenance		
Bldg & Grounds	4,575.51	16,275.74
Computer	734.00	1,468.00
Equipment	2,587.72	5,052.72
Vehicle	2,004.54	2,153.56
Total Maintenance	9,901.77	24,950.02
Memberhisp Fees	200.00	200.00
Office Expense	3,409.55	4,227.22
Refund	0.00	400.00
Rodeo Expense		
Softgoods	0.00	510.00
Advertising	540.00	540.00
Supplies - Building & Ground	98.00	98.00
Total Rodeo Expense	638.00	1,148.00
Taxes-Other	1,257.81	1,673.26
Telephone	849.07	1,512.03
Utility		
Electric	8,894.59	18,979.56
Gas	7,494.97	13,787.12
Water	354.62	1,031.36
Total Utility	16,744.18	33,798.04
Total Expense	46,984.14	100,728.54
Net Ordinary Income	4,531.34	-38,179.73

9:45 AM

03/09/17

Accrual Basis

Shawnee Expo Center / SC&CDA
Statement of Revenue & Expenses
One Month and Two Months Ended, February 28, 2017

	Feb 17	Jan - Feb 17
Other Income/Expense		
Other Income		
City Contribution -SEDF	0.00	15,000.00
City Contributions	33,310.64	67,830.69
Total Other Income	33,310.64	82,830.69
Other Expense		
Fringe Benefits		
Health Insurance	3,349.31	5,946.69
Life Insurance	47.66	76.60
Retirement	1,037.81	6,975.86
Worker Compensaton Insurance	1,607.37	1,607.37
Total Fringe Benefits	6,042.15	14,606.52
Miscellaneous	86.02	2,259.27
Payroll Taxes	1,863.71	3,500.03
Salaries	25,318.76	47,464.87
Total Other Expense	33,310.64	67,830.69
Net Other Income	0.00	15,000.00
Net Income	4,531.34	-23,179.73

General Claims :

A.	Sherwin-Williams	\$309.12
B.	City Grease Trap Service	\$225.00
C.	OK Tax Commission (Paid Online)	\$1,079.29
D.	KIRC FM	\$100.00
E.	Hunzicker Brothers	\$159.21
F.	AT&T Mobility	\$108.62
G.	Shawnee News-Star	\$89.64
H.	MetTel	\$1,636.80
I.	Express Employment	\$476.80
J.	Express Employment	\$535.04
K.	Express Employment	\$668.80
L.	Thyssenkrupp	\$997.72
M.	Yort's Alternator Service	\$80.00
N.	Shawnee Office Systems	\$74.31
O.	First United Bank	\$465.55
P.	Rent-A-Tent	\$78.48
Q.	First United Bank	\$218.08
R.	Sherwin-Williams	\$851.67
S.	Ask About Windows	\$121.00
T.	Buford White's Ace	\$15.18
U.	Personal Plumbing	\$1,713.46
V.	Personal Plumbing	\$6,327.98
W.	ONG (Added Together)	\$3,251.06
X.	Express Employment	\$476.80
Y.	AT&T	\$336.71
Z.	Constellation Energy	\$5,002.89
AA.	Visit Shawnee	\$1,000.00
BB.	OMAG	\$2,748.75
CC.	Stuart & Clover	\$530.00
DD.	Shawnee Feed Center	\$640.00
EE.	Yort's Alternator Service	\$80.00
FF.	Vann & Associates	\$2,333.00
GG.	Frontier Marketing Association	\$337.00
HH.	INS	\$90.00
II.	Vann & Associates	\$1,750.00
JJ.	City of Shawnee	\$84.00
KK.	Fuelman	\$531.26
LL.	INS	\$89.97
MM.	NAPA	\$70.80
NN.	Fred's Tire & Battery	\$88.60
OO.	Brooks Industries	\$219.00
PP.	NAPA	\$198.44
QQ.	Shawnee Lighting Systems	\$62.50
RR.	Finley & Cook	\$456.00
SS.	Shawnee Municipal Authority (Added Together)	\$772.03
TT.	Staples Advantage	\$134.61
UU.	Winkler Door Company	\$120.00
VV.	Winkler Door Company ^ (Not a Duplicate)	\$120.00
WW.	Shawnee Milling Company	\$640.00
XX.	KIRC FM	\$100.00

Special Claims:

A.	Cowboy Times	\$540.00
B.	Vann & Associates	\$583.00

Shavings:

A.	Xylo of Oklahoma	\$3,780.00
B.	Xylo of Oklahoma	\$9,857.60

Add Ons:

General Account:

A.	ONG (Added Together)	\$870.69
B.	Arvest	\$625.11
C.	OG&E	\$11,886.18
D.	Fred's Tire & Battery	\$255.50
E.	John Deere Financial	\$85.21
F.	Express Employment	\$476.80
G.	Express Employment	\$769.12
H.	Constellation Energy	\$1,981.00
I.	ONG	\$296.08
J.	ONG	\$617.66
K.	ONG	\$895.17

Special Claims:

A.	A Cut Above Buckles	\$3,965.00
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CATERING AGREEMENT

THIS AGREEMENT is made and entered into to be effective the 1st day of 2017, the ("Effective Date") by and between Shawnee Civic and Cultural Development Authority, a public trust, (the "Operator") and Droffat's Catering Inc., an Oklahoma Corporation (the "Tenant").

Shawnee Civic and Cultural Development Authority, a public trust, is the Operator of a place of public gathering known as the Heart of Oklahoma Exposition Center, including the Conference Center, in Shawnee, Oklahoma, hereinafter referred to as the "Location." Lessees of portions of the Location are called "Permittees." Operator desires to set aside and lease specific space at the Location for the sale of food and drink for the benefit of the Operator and for service to its Permittees and their patrons.

Tenant is in the business of selling foods, beverages, and other items at places of public gathering such as the Location, and the Tenant is willing to provide those catering types of services at the space set aside by the Operator as aforesaid for this purpose. It is further understood that Tenant is a subcontractor and is not an employee of the Operator.

In consideration of the sum of One Dollar (\$1.00) paid by the Operator and the Tenant to each other, the receipt of which is hereby acknowledged, and for other good and valuable consideration and the mutual covenants and agreements contained in this Lease Agreement, the parties, intending to be legally bound, hereby mutually agree as follows:

1. LEASE OF PREMISES

1.01 The Operator agrees to and does hereby let and lease to the Tenant, and the Tenant hereby accepts the Conference Center Kitchen together with the appurtenances and easements, relating thereto as herein provided, all of which are hereinafter called the "Premises."

1.02 In addition to the Premises, the Operator shall permit Tenant to use dressing rooms, bathroom facilities, and parking spaces for its employees and those making deliveries to the Premises. However, the Operator retains the right to enter and inspect all parts of the Premises leased to the Tenant, at any time that the Operator deems reasonable and necessary, with or without the knowledge or consent of the Tenant. Further, Operator, or its designee, will retain a key to the walk-in refrigerator/freezer and may access the refrigerator/freezer on special occasions. Further, the Director will notify the Tenant by telephone at the time that the refrigerator/freezer is being accessed.

2. GRANT OF CATERING

2.01 The Operator hereby grants and confers upon the Tenant the right, for the term of this Agreement, to operate and conduct a catering business, hereinafter referred to as the "Caterer" at the Premises for the sales of the food and beverage set forth in paragraph 2.02.

2.02 The commodities which may be sold are:

(a) Foods of all kinds, including but not limited to cooked foods, prepared foods, ready-to-serve foods, sweets, desserts and ice cream, together with other food and beverage which may be included within the scope of this paragraph by later agreement between the parties.

(b) All types of non-alcoholic beverages, alcoholic beverages and "3.2" beer to the extent such may be legally sold in accordance with applicable laws, ordinances, rules and regulations; provided, however, that all alcoholic beverages and "3.2" beer will not be sold if the Permittee so informs the Director at the time of signing the Permit.

2.03 The Operator reserves to itself all rights not specifically granted herein including, but not limited to, the right to sales of any item by a Permittee that is a nonprofit organization predominately active in Pottawatomie County without paying a fee to the Tenant.

2.04 The quality, quantity, price and brand of all food, beverages, and other items to be sold or rented under this Lease Agreement shall be as shown on the menu filed by the Tenant in the Office of the Director of the Exposition Center and approved by said Director. The Tenant reserves the right to add or delete items at his discretion. Quantity and pricing of all food and beverage items to be sold shall be determined by the tenant and Director so that the food and beverage items provided are priced consistent with those charges normally made by the same type business.

2.05 The Tenant has the option of acting as a serving agent or co-caterer in the capacity of providing food servers and staff to distribute and/or serve foods delivered to the facility from outside food service providers and restaurants. In which case, the tenant would purchase foods from the provider of the customer's choice, and upon delivery by the provider or restaurant, tenant would be responsible for serving such foods in a manner consistent of any similar style banquet or event. Tenant, with prior agreement with the Operator, will add service charges and beverage costs to the price of food provided and said costs will be passed to the Permittee. Tenant will be responsible for payment of any food and beverage costs to any outside food provider.

2.06 The Tenant has the option of acting as full caterer, if the Permittee so desires, providing all types of foods and beverages within the ability of the Tenant and facility to accommodate. A full-service banquet menu will be on file with the Office of the Director, describing foods and beverages the Tenant is offering for sale. Every attempt will be made by the Tenant to accommodate any special menus or food requests.

2.07 Whether the Tenant acts as a full caterer or as a serving agent, all beverage sales will remain at the option of the Tenant, unless otherwise agreed upon.

2.08 What items and quantity of food or beverage may be given away by Permittee or its agent at the Location shall be determined by the Director, so long as the items of food and beverage do not compete with the foods being sold by the Tenant. This determination will be made on an event by event basis.

2.09 For each event, the Tenant will provide reasonable and adequate service consistent with the nature of the event unless otherwise agreed with Operator. The Tenant shall operate and conduct its operation so that persons who patronize the Location shall be promptly and satisfactorily served. All items sold by the Tenant shall conform to the requirements of applicable Federal, State and Municipal laws, statutes, ordinances, and regulations. All foods and beverages acquired by the Tenant shall be stored and handles at all times consistently with appropriate standards of sanitation, preservation, and purity.

2.10 The Tenant shall obtain and maintain in effect, at its own expense, all necessary or required licenses, and permits required by the operation of its business, including a license to sell beer, and shall conform with all applicable laws and regulations. Upon request, the Operator shall execute such documents and instruments and take such actions as may be required to assist the Tenant in obtaining such licenses and permits.

3. TERM OF LEASE AND VACATION PREMISES

3.01 The term of this Lease Agreement shall commence on the even date hereof and shall continue for a period of 2 years. The Parties further agree that this agreement may be extended for additional terms as the Parties may agree.

4. EQUIPMENT AND MAINTENANCE

4.01 Operator has provided the Premises with some kitchen appliances and utility services, but no personal equipment or supplies, and Tenant has examined the Premises and is aware of what is provided.

4.02 Tenant agrees to supply and install any additional equipment Tenant deems necessary for the efficient operation of its Catering business hereunder. Any permanent improvements to Premises must be approved in advance by Director, will become a fixed asset and will become the property of the Operator

4.03 The Tenant shall install any equipment or make any permanent improvement that is necessary to conduct its business, at its expense. If necessary, the Operator will install, repair or replace any electrical or plumbing that may be required to facilitate the equipment being installed.

4.04 The Tenant, at its expense, shall maintain and repair its Assets in good working order and Operator, at its expense, shall maintain premises in good working order.

4.05 Immediately after each event, the Tenant will be responsible for the ordinary housekeeping and cleaning of the Premises and Tenant's Assets. All trash resulting from such cleaning shall be placed in containers by Tenant who shall remove all such containers periodically to a dumpster or similar waste facility at the Location. Operator shall provide for removal of such trash from Location. Further, after each event, all areas of the Premises leased to the Tenant must be cleaned, including the equipment used for that event.

4.06 If the Lease Agreement terminates for any reason set out in Paragraph 11.01, the Operator shall have any option, exercisable within thirty (30) days after termination, to purchase Tenant's equipment, supplies, and inventory or any portion thereof at fair market value. Thirty (30) days after the termination of this Lease Agreement, if Operator has not exercised its option to purchase, Tenant may remove its equipment, supplies and inventory from the Location.

5. RENTAL AND REPORT OF RECEIPTS

Off Site Catering Events

5.01 Tenant hereby agrees to deliver to the Operator, on or before the 10th day of each succeeding month following each catered event, a true and correct statement of the receipts (as hereinafter defined) directly or indirectly derived by the Tenant from the conduct of its Catering business at the Premises. Said receipts must contain the billing statement to his client and proof of all monies received by the Tenant for the event hosted, including, but not limited to, the method of payment made by the Tenant's client. Tenant will make all payments to the Operator within 60 days of each catered event. The payments will conform to the billing statement previously submitted to the Operator.

5.02 Consideration of rent will be in the form of a percentage of the total food and beverage charge and the initial rent will be 5% (%) percent of the per person charge.

5.03 Receipt shall mean the total cash receipts derived from the sale of the commodities referred to in this or subsequent agreements.

5.04 The Operator retains the right to request and receive an audit as to all catered events from the Tenant at any time the Operator deems necessary.

On Site Conference Center Catering Events

5.05 The Tenant will negotiate the service and the price for all on site catered events pursuant to the Tenant's price menu provided to the Operator. Consideration of rent will be in the form of a percentage of the total food and beverage charge and the initial rent will be ten (10%) percent of the per person charge, ~~up to a maximum charge of \$____.00 per person.~~ If there is a deviation from this fee, then the percentage and capacity in which the tenant participates will be mutually agreed upon prior to hosting any event. Any event that Tenant acts as a servicing agent or co-caterer, the percentage will be paid to the Operator of the total food and beverage charge, less the applicable taxes paid by the Permittee.

5.06 The Tenant will collect the entire fee for the onsite catered events and will remit to the Operator its portion of the fee, which amount will be substantiated by receipts as required by the Operator. All sales taxes due to the State of Oklahoma shall be paid by the Tenant. The operator will not pay any part of the sales taxes that are due.

6. UTILITIES

*bring in own food
if he doesn't want
to handle it*

6.01 The Operator shall pay the cost of water, gas and electrical current used by the Tenant in connection with the normal and customary operations. The Tenant may relocate electrical or plumbing connections at its expenses with Operator's approval, which approval will not be unreasonably withheld.

6.02 The Operator shall heat and cool the Premises for reasonable comfort and shall furnish the Tenant at the Premises with an adequate supply of hot and cold water supply.

7. EMPLOYEES AND ACCESS

7.01 All persons engaged at the Premises in Operating the Catering business shall be the sole and exclusive employees of the Tenant and shall be paid by the Tenants. For its employees, the Tenant shall pay all applicable social security, unemployment, workmen's compensation or other employment taxes or contributions or insurance, and shall comply with all Federal and State laws and regulations relating to insurance and workmen's compensation.

7.02 All employees of Tenant and all other persons necessary for use by Tenant at the Premises shall have free and reasonable unimpeded ingress and egress to the Location and the Premises. Tenant or its employees must be present for and receive delivery of merchandise to the Premises.

7.03 The Operator and the Tenant will use their best efforts to cause the persons referred to in Sections 7.01 and 7.02 to comply with all reasonable rules and regulations promulgated by the Operator and applicable governmental authorities.

7.04 The Operator will allow the public attending any public gathering at the Location to have access to the Premises at all times.

8. INSURANCE

8.01 The Tenant, at its cost and expense, shall procure and maintain insurance for the purpose of protecting the Tenant and the Operator as their interests may appear, against any damage, loss or liability arising or claimed to have arisen from the use, occupancy, or operations of the Tenant in the Premises, for the sale or rental of any of Tenant's products as follows:

For bodily injury or damages, fatal or non-fatal, including Products Liability Insurance Coverage, liability limits to any one person in the amount of \$300,000.00. A copy of said policy is to be provided the Director with thirty (30) days' Notice of Cancellation to be given the Operator prior to cancellation of the policy for any reason, including non-payment of premium.

8.02 If the Tenant fails to comply with the insurance requirements set forth in Section 8.01, the Operator may obtain and keep such insurance in full force and effect and as additional rental, the Tenant shall pay the Operator the cost of such insurance promptly upon request.

9. TENANT'S RIGHTS RUN WITH LAND

9.01 This Lease Agreement and the terms hereof shall run with the Operator's interest in the land and be binding on all grantees, assignees, transferees, and successors of the Operator or the Operator's interest in the Location. The Operator agrees that it will not, directly or indirectly, transfer, lease, or assign its interest in the Location without notifying the proposes transferee, lessee, assignee or recipient of Tenant's rights and of the existence of this Lease Agreement; and any such change, transfer, lease, or assignment of the interest of the Operator in the Location shall be made subject to this Lease Agreement.

9.02 The Lease Agreement or a memorandum or short form thereof, may be recorded or filed in any state or local office for the recording or filing of leases covering property within its jurisdiction. The Tenant and the Operator will prepare and execute one or more memorandum of lease in recordable form, in accordance with local practice, if requested to do so by the other party. The party making such request will pay for the expense of preparation and recording.

9.03 This Lease Agreement shall be binding upon and inure to the benefit of the Tenant and the Operator, their respective legal representatives, successors, and assigns by legal implication or otherwise.

9.04 This Lease Agreement or any right hereunder may not be assigned by the Tenant except as a part of a sale of assets to a corporation which is a successor in interest to Tenant, but no such assignment shall relieve Tenant of its liability hereunder.

10. NATURE OF RELATIONSHIP

10.01 The relationship created in this Lease Agreement is a Landlord-Tenant relationship. Nothing herein shall create a partnership, joint venture, trust, or other fiduciary relationship between the Tenant and the Operator.

11. DEFAULT BY TENANT

11.01 Operator may, at its option, terminate this Lease Agreement if:

- (a) Tenant shall twice fail to provide Catering services when requested to do so at the time and on the date such has been required; or
- (b) Tenant shall commit any other material breach of any agreement contained herein and (1) shall fail to cure the same within ten (10) days after receipt of written notice from the Operator to do so; or (2) if such default by its nature cannot be cured within ten (10) days and does not involve the payment of money, the Tenant shall not immediately upon notice from Operator commence curing such default and diligently and continuously pursue such remedy and cure such default within sixty (60) days; or
- (c) Tenant shall make an assignment for the benefit of creditors, or if a proceeding in a bankruptcy, receivership or insolvency shall be instituted by or against Tenant, or if a Trustee or Receiver shall be appointed for Tenant.

The termination of this Lease Agreement by Operator because of the happening of such events of default shall be without Prejudice to any claims which Operator may have against Tenant growing out of Tenant's default under this Lease Agreement. No failure of Operator to exercise any right of power or privilege shall operate as a waiver thereof, or a waiver of any other right, power, or privilege.

12. DEFAULT BY OPERATOR

12.01 Tenant may, at its option, terminate this Lease Agreement if

- (a) the Operator shall commit a material breach of any term, condition, or covenant contained herein and (1) shall fail to cure the same within ten (10) days after receipt of written notice to do so, or (2) if such default by its nature cannot be cured within ten (10) days and does not involve the payment of money, Operator shall not immediately upon notice from Tenant commence curing such default and diligently and continuously pursue such remedy and cure such default within sixty (60) days; or
- (b) the Operator shall make an assignment for the benefit of creditors, or if a proceeding in a bankruptcy, receivership, or insolvency shall be instituted by or

against the operator, of if the Trustee or Receiver shall be appointed for the Operator.

The termination of this Lease Agreement by Tenant because of happening of any said events of default, shall be without prejudice to any claims which Tenant has against Operator growing out of Operator's default under this Lease Agreement. No failure of Tenant to exercise any right, power, or privilege hereunder shall operate as a waiver thereof, or as a waiver of any other right, power, or privilege.

13. TERMINATION OF LEASE

13.01 This Lease terminates automatically as provided in Paragraph 3.

13.02 This Lease terminates by act of either party under provisions of Paragraphs 11 and 12.

14. DESTRUCTION OF LOCATION

14.01 In the event that the Location or any part of the Location shall be destroyed and shall be rendered untenable by fire, explosion or other casualty, and Operator fails to rebuild, repair, and reopen the same for business within ninety (90) days after the happening of said fire, explosion or other casualty, then, in said event, Tenant shall have the right (but not obligation) to cancel and terminate this Lease Agreement.

15. NOTICES

15.01 All notices, request, demands, and other communications under this Lease Agreement shall be in writing and shall be deemed to have been given, if hand delivered or by certified mail, return receipt requested, as follows:

(a) If to the Operator:

Shawnee Civic and Cultural Development Authority
P.O. Box 1466
Shawnee, Oklahoma 74802-1466

(b) If to the Tenant:

Droffats Catering, Inc.

1206 B North Market
Shawnee, OK 74801

15.02 All notices delivered by hand shall be effective upon delivery and all notices mailed by certified mail, return receipt requested, shall be effective when received, as indicated on the return receipt.

16. COMPLETENESS

16.01 This Lease Agreement and the Exhibits annexed hereto set forth the entire understanding of the Tenant and the Operator relating to the subject matter referred to herein and no representations or warranties are made by the Tenant and the Operator, except as set forth herein. The Tenant and the Operator each represent to the other that it has full and complete power and authority to execute this Lease Agreement, and that this Lease Agreement constitute a valid and binding obligation of the Tenant and the Operator, respectively enforceable in accordance with its terms.

17. AMENDMENTS AND SUPPLEMENTS

17.01 The Tenant and the Operator may amend, modify, supplement, or waive any provision of this Lease Agreement in such manner as may be agreed upon in a written instrument executed by the Tenant and the Operator. No such amendment, modification, supplement, or waiver shall be effective unless it is in writing and signed by the parties hereto.

18. APPLICABLE LAW

18.01 This Lease Agreement is governed by and is to be interpreted by the laws of the State of Oklahoma.

19. ENFORCEMENT

19.01 In the event a suit for enforcement, performance or damages based upon the terms of this Agreement, is instituted by either Party hereto, the prevailing Party shall have the right to recover all of such Party's costs and expenses incurred by reason of such litigation, including but not limited to attorney's fees, court costs and costs of suit preparation.

20. GENERAL

20.01 This Lease Agreement may be executed in several counterparts, each of which shall be deemed on original, but all of which together constitute one and the same instrument.

IN WITNESS THEREOF, the Tenant and the Operator have duly executed this Lease Agreement.

SHAWNEE CIVIC AND CULTURAL
DEVELOPMENT AUTHORITY,
a Public Trust:

By: _____
RANDY GILBERT, Chairman

ATTEST:

Secretary

DROFFAT'S INC., An Oklahoma Corporation

By: _____
ENNETH R. STAFFORD, III, President