

AGENDA
SHAWNEE AIRPORT AUTHORITY
JUNE 17, 2024 AT 6:00 PM
COMMISSION CHAMBERS AT CITY HALL
16 WEST 9TH STREET
SHAWNEE, OKLAHOMA

Official action can only be taken on items which appear on the agenda. The public body may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the public body may refer the matter to Staff or back to Committee or the recommending body. Under certain circumstances, items are deferred to a future date or stricken from the agenda entirely.

CALL TO ORDER

DECLARATION OF QUORUM

1. Consider approval of Consent Agenda:
 - a. Minutes from the May 20, 2024 regular meeting.
 - b. Approve Lease Renewal with Shawnee Lube, LLC.
2. Discussion and consideration of Rental Rate Increases for Fiscal Year 2025.
3. Discussion and consideration of Commercial Non-Aeronautical Land Use Agreement with Shawnee Drive Thru, LLC.
4. Consideration of a resolution adopting the Fiscal Year 2024-2025 Budget for the Shawnee Airport Authority for the period of July 1, 2024 through June 30, 2025.
5. New Business
6. Adjournment

Respectfully submitted,



Lisa Lasyone, MMC, 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)

DRAFT

SHAWNEE AIRPORT AUTHORITY PROCEEDINGS

MAY 20, 2024 AT 6:00 PM

The Shawnee Airport Authority of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Commission Chambers at City Hall, 16 West 9th Street, Shawnee, Oklahoma on, Monday, May 20, 2024 at 6:00 PM, pursuant to notice duly posted as prescribed by law on Thursday, May 16, 2024 at 4:31 PM. Mayor Bolt presided and called the meeting to order. Upon roll call, the following members were in attendance.

Ed Bolt
Chairman/Mayor

Absent
Trustee Ward 1

Yannah Frazier
Trustee Ward 3

Mark Sehorn
Trustee Ward 5

Absent
Trustee Ward 2

Darren Rutherford
Trustee Ward 4

Lauren Richter
Trustee Ward 6

ABSENT: Daniel Matthews, Cami Engles

CALL TO ORDER

DECLARATION OF QUORUM

1. Consider approval of Consent Agenda:

- a. Minutes from the April 15, 2024 regular meeting.
- b. Acknowledge the Airport Authority Board Minutes from the March 20, 2024 regular meeting.
- c. Confirm action taken by the City Commission on Agenda Item No.17(a) regarding consideration of the bid award for Site Preparation for Temporary Airport Terminal Building.

- d. Confirm action taken by the City Commission on Agenda Item No. 10 regarding an agreement with One Gas Inc., for temporary and permanent easements in Section 11, Range 3 East, Township 10 North.

A motion was made by Trustee Rutherford, seconded by Trustee Sehorn, to approve to Consent Agenda Item Nos. 1(a-d). Motion carried 5-0-0.

AYE: Rutherford, Sehorn, Richter, Frazier, Bolt

NAY: None

ABSTAIN: None

2. New Business

There was no new business.

3. Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (7:45 p.m.)

ED BOLT, MAYOR
CHAIRMAN

ATTEST:

LISA LASYONE, MMC, CITY CLERK
SECRETARY



Shawnee Regional Airport
2202 N. Airport Dr.
Shawnee, OK 74804
ShawneeOK.org

Date: June 17, 2024
To: Shawnee Airport Authority
From: Bonnie Wilson, Airport Manager
Subject: Approve Lease Renewal with Shawnee Lube, LLC.

Background: The Shawnee Airport Authority (“SAA”) entered into a lease agreement with Shawnee Lube, LLC on November 1, 2004, for the property located at 1502 North Airport Drive, Shawnee, Oklahoma 74804. Initially, the lease covered approximately 0.26 acres of land. This was revised in 2011 to approximately 0.57 acres and further amended in 2017 to expand the leasehold to 0.71 acres.

The initial lease term was for twenty calendar years, with an option to renew for an additional five years, starting on November 1, 2024. In 2012, the agreement was further amended to extend the term by adding five additional successive renewal periods of five years each, allowing the Lessee the option to extend the lease through November 1, 2054.

Shawnee Lube has requested the opportunity to exercise the first of six renewal options for a term commencing November 1, 2024, and terminating November 1, 2029. The current annual lease rate is \$8,232, scheduled to increase to \$8,508 on July 1, 2024.

Financial Impact: Annual revenue of \$8,508, deposited to Shawnee Airport Authority Fund, Revenue, 511-46250 Non-Aeronautical Revenue.

Attachments: Shawnee Lube LLC Amendment to Lease to Extend 2024

Staff Recommendation: Approval of the item.



Amendment to Non-Aeronautical Commercial Lease Agreement

This Amendment to the Agreement of Lease made and entered into this 1st day of November 2024, by and between the Shawnee Airport Authority, on behalf of the City of Shawnee, Oklahoma, and together hereinafter referred to as "Lessor," and Shawnee Lube, LLC, an Oklahoma Limited Liability Company, hereinafter referred to as "Lessee."

WHEREAS, the Lessor is the owner operator of the premises known as Shawnee Regional Airport (the Airport); and

WHEREAS, on November 1, 2004, the Lessor entered into a Commercial Non-Aeronautical Lease Agreement with the Lessee, granting the Lessee the right to use and occupy an improved and unimproved land area consisting of approximately 0.26 acres or 11,363 square feet, located at 1502 North Airport Drive, Shawnee, Oklahoma 74804; and

WHEREAS, the initial Lease Agreement provided for a renewal term of five (5) calendar years at the option of the Lessee;

WHEREAS, the Lease Agreement has been amended as follows:

On January 31, 2011, revising Exhibit "A" to depict approximately 0.57 acres of leased property.

On April 2, 2012, amending Article 1 to add five (5) additional successive renewal periods of five (5) years each at the option of the Lessee.

On July 7, 2015, amending Article 2, to reflect an improved/unimproved land area of approximately 28,740 square feet.

On May 1, 2017, further amending Article 2, to reflect an improved/unimproved land area of approximately 30,895.22 square feet or 0.71 acres mol.

NOW, THEREFORE, the Lessor and Lessee agree to amend the Commercial Non-Aeronautical Lease Agreement as follows:

1. Term.

1.1. The term of this lease shall be for a five (5) calendar year period commencing on the 1st day of November 2024 and terminating on the 1st day of November 2029.

2. All remaining provisions of the Commercial Non-Aeronautical Lease Agreement remain in full force and effect.

[Signature page to follow immediately]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Lease Agreement on the day and year written above.

ATTEST:

Lisa Lasyone, CMC City Clerk

LESSOR:

SHAWNEE AIRPORT AUTHORITY
CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation

By: _____
Andrea Weckmueller-Behringer
AICP, GISP, RAS
City Manager

LESSEE:
SHAWNEE LUBE, LLC.
An Oklahoma limited Liability Company

By: _____
Mr. Howard Weiner

Its: _____



Shawnee Regional Airport
2202 N. Airport Dr.
Shawnee, OK 74804
ShawneeOK.org

Date: June 17, 2024
To: Shawnee Airport Authority
From: Bonnie Wilson, Airport Manager
Subject: Discussion and consideration of Rental Rate Increases for Fiscal Year 2025.

Background: The Airport Facilities Lease and Development Policy establishes that the increase in the Consumer Price Index for all Goods and Services be used as a standard rental rate increase for airport property leases that include specific escalation clauses or rates governed by the Policy.

The rate of inflation for Calendar Year 2023 has been established as 3.3%. Staff is seeking authorization to increase the rental rates for Shawnee Airport Authority properties subject to the escalation clauses and or the terms of the Policy commencing July 1, 2024. If approved, the increase for hangar rental rates will range from \$3.00 to \$6.00 per month based on the size and type of hangar. The average increase for non-aeronautical commercial rental rates will be \$13.50 per month.

Staff is also seeking authorization for the City Manager to renew and or execute any standard hangar leases throughout Fiscal Year 2024-2025.

Financial Impact: Estimated increase in annual Aeronautical Revenue 511-46260 - \$1,824 and Non-Aeronautical Revenue 511-46250 - \$6,570

Attachments:

Staff Recommendation: Approve request to increase rental rates per lease terms; authorize the City Manager to execute standard lease agreements for the duration of Fiscal Year 2024-2025



Shawnee Regional Airport
2202 N. Airport Dr.
Shawnee, OK 74804
ShawneeOK.org

Date: June 17, 2024
To: Shawnee Airport Authority
From: Bonnie Wilson, Airport Manager
Subject: Discussion and consideration of Commercial Non-Aeronautical Land Use Agreement with Shawnee Drive Thru, LLC.

Background: Shawnee Drive Thru, LLC has expressed the desire to enter into a Non-Aeronautical Land Use Agreement with the Shawnee Airport Authority for eight thousand four hundred sixty-two (8,462) square feet of land, more or less, located at 1836 N. Kickapoo Street, Shawnee, Oklahoma, for the purposes of operating a drive-through restaurant.

The initial term of this agreement will be for a period of five (5) calendar years, with the option to renew, at the discretion of the Shawnee Airport Authority, for an additional, successive five (5) calendar years. The agreement will commence on the date of execution of the agreement, if authorized.

Lessee will pay One Thousand Eight Hundred Sixty (\$1,860) dollars per year with annual adjustment of the lease rate, based on the rate of inflation for the prior calendar year, as established by the Consumer Price Index for all goods and services.

Financial Impact: Annual Non-Aeronautical Rental Revenue (511-46250) in the amount of \$1,860

Attachments: SAA Draft Agreement Shawnee Drive Thru LLC 5 8 2024

Staff Recommendation: Authorize the City Manager to execute the lease agreement

COMMERCIAL NON-AERONAUTICAL LAND USE LEASE AGREEMENT

This Agreement ("Agreement") is entered into between the Shawnee Airport Authority, the City of Shawnee Oklahoma, a municipal corporation and together hereinafter called the Lessor, and Shawnee Drive Thru, LLC, an Oklahoma limited liability company, hereinafter called the Lessee.

WHEREAS the Lessor is the owner of public property commonly known as the Shawnee Regional Airport (SNL), and desires to lease improved real property, within the property boundaries of SNL, generally located at 1836 N. Kickapoo Street, hereinafter referred to as the "Property", in the City of Shawnee, Pottawatomie County, State of Oklahoma; and

WHEREAS it is the Lessor, and the Lessee are mutually desirous of entering into an Agreement for the use of the Property;

NOW, THEREFORE, in consideration of the covenants, terms and conditions herein contained, the Lessor and Lessee agree as follows:

1. Term. The Initial Term of this Agreement shall be for a period of five (5) calendar years, commencing on July 1, 2023, and expiring on June 30, 2028, unless sooner terminated in accordance with the provisions of this Agreement.
 - 1.1. After the initial term, the Lessee may renew the lease for an additional, successive five (5) calendar year calendar year term at the sole option of the Lessor under the following conditions:
 - 1.1.1. Lessee must be in compliance with all the terms and conditions of the Lease as provided herein; and
 - 1.1.2. Lessee must provide written notice to the Lessor of a desire for additional term, within ninety (90) calendar days of the expiration date of the original term.
2. Leased Premises. The Leased Premises consists of:
 - 2.1. Improved real property measuring eight thousand four hundred two (8,462) square feet of land more or less, located at 1836 N. Kickapoo Street, Shawnee, OK 74804.
3. Use of the Leased Premises by Lessee. The Lessee shall use the Leased Premises for the following purposes and for no other purpose whatsoever:
 - 3.1. Drive-through service only restaurant.
4. Access to and Use of the Leased Premises by Lessor. It is agreed that the Property is to be used by the Lessee solely for the purposes described in numerical Section 3 of this Agreement.
5. Rental. The Lessee agrees to pay as rental for the use of the Leased Premises and the privileges herein granted the sum of one thousand eight hundred sixty dollars (\$1,860) per year for the first year of the Agreement.

- 5.1. Rent thereafter shall be due and payable on the first day of the month, each calendar month of the Agreement and shall be deemed late if not received by the tenth (10th) calendar day of the month.
- 5.2. If any monthly rental payment is not paid on or before the tenth day following the first day of each calendar month of the Agreement, a late payment fee in the amount of one-and one-half percent (1.5%) will be applied to any overdue balances for charges assessed by the Shawnee Airport Authority.
- 5.3. It is understood and agreed by and between the Lessor and the Lessee that Lessee agrees to maintain a current status on rental payments. Should Lessee fail to do so, and the account becomes sixty (60) business days delinquent, then the Lessor shall give the Lessee written notice, by certified mail, that the account must be brought current within ten (10) business days or said Lease may be terminated at the discretion of the Lessor. Should a second offense of sixty (60) calendar days delinquency occur within the term of this Lease, immediate termination of this Agreement shall result, and renewal options shall be forfeited.
- 5.4. It is specifically understood and agreed by and between the Lessor and the Lessee that the rental rate for the Leased Premises shall be adjusted from time to time. The rental rate shall be determined by the Lessor based upon the recommendations of the Airport Advisory Board, and approval of the Shawnee Airport Authority.
- 5.4.1. The Lessee hereby agrees to pay such adjusted rental rate following notice of the adjusted rate from the Lessor.
- 5.4.2. Lessee may elect to terminate this Lease by delivering written notice to Lessor within thirty (30) days after Lessee receives notice of a rental rate adjustment. If Lessee elects to terminate the Lease, Lessee must remove all Lessee's property located on the Leased Premises within thirty (30) days after providing written notice of the termination to Lessee.

6. Acceptance, Management and Care of the Leased Premises.

- 6.1. Lessee warrants this is has inspected the Leased Premises and accepts the Leased Premises "as is" in its present condition, and subject to all limitations imposed upon the use thereof by the rules and regulations and ordinances of the Shawnee Airport Authority and the City of Shawnee, Oklahoma, and admits its suitability and sufficiency for the uses permitted hereunder.
- 6.2. Lessee shall throughout the term of this Agreement assume the entire responsibility, cost, and expense, for all repair and maintenance, whatsoever on the Leased Premises and all improvements thereon in a good workmanlike manner, whether such repair or maintenance may be ordinary or extraordinary, structural, or otherwise.

- 6.3. Keep at all times, in a clean and orderly condition and appearance, the Leased Premises, all improvements thereon and all of the Lessee's fixtures, equipment and personal property which are located on any part of the Leased Premises.
- 6.4. Provide and maintain on the Leased Premises all safety equipment required by any federal, state, or municipal laws, ordinances, rules, regulations, and requirements.
- 6.5. In the event Lessee fails: (a) to commence to maintain, clean, repair, replace, rebuild or repaint within a period of thirty (30) calendar days after written notice from the Lessor to do any maintenance or repair work required to be done under the provisions of this Lease Agreement, other than preventive maintenance, (b) or within a period of ninety (90) calendar days if the said notice specifies that the work to be accomplished by the Lessee involves preventative maintenance only; (c) or to diligently continue to completion any repairs, replacement, rebuilding, painting or repainting as required under the Lease Agreement; then, the Lessor may, at its option, and in addition to any other remedies which may be available to it, enter the premises involved, without such entering causing or constituting a cancellation of this Lease Agreement or any interference with the possession of the Leased Premises, and repair, replace, rebuild or paint all or any part of the Leased Premises or the improvements thereon, and do all things reasonably necessary to accomplish the work required, and the cost and expense thereof shall be payable to the Lessor by Lessee on demand. Provided, however, if in the opinion of the Lessor, the Lessee's failure to perform any such maintenance endangers the safety of the public, the employees or property of the Lessor or other tenants at the Airport, and the Lessor so states same in its notice to Lessee, the Lessor may, at its sole option, in addition to all other remedies which may be available to it, elect to perform such maintenance at any time after the giving of such notice, and Lessee agrees to pay to the Lessor the cost and expense of such performance on demand. Furthermore, should the Lessor, its officers, employees, or agents undertake any work hereunder, Lessee hereby waives any claim for damages, consequential or otherwise, as a result there from except for claims for damages arising from the Lessor's sole negligence. The foregoing shall in no way affect or alter the primary obligations of the Lessee as set forth in this Agreement and shall not impose or be construed to impose upon the Lessor any obligations to maintain the Leased Premises, unless specifically stated otherwise herein.
- 6.6. Plans and specifications for all major repairs, constructions, alterations, modifications, additions, or replacements, hereinafter referred to as Improvements undertaken by the Lessee shall be submitted to and receive the written approval of the Lessor, and no such work shall be commenced until such written approvals are obtained from the Lessor, which approval shall not be unreasonably withheld or delayed. The Lessor shall advise Lessee within thirty (30) business days after receipt of the written request, together with copies of the plans and specifications for the proposed improvements in sufficient detail to make a proper review thereof, or its approval or disapproval of the proposed work, and in the event, it disapproves, stating its reasons, therefore.

- 6.7. If Lessee makes any improvements without Lessor's approval, then, upon notice to do so, Lessee shall remove the same or at the option of Lessor, cause the same to be changes to the satisfaction of Lessor. If Lessee fails to comply with such notice within thirty (30) calendar days or to commence to comply and pursue diligently to completion, Lessor may effect the removal or change and Lessee shall pay the cost thereof to the Lessor. Lessee expressly agrees in the making of all improvements that, except with the written consent of Lessor, it will neither give nor grant, nor purport to give or grant any lien upon the Leased Premises or upon any improvements thereupon or which is in the process of construction or repair, nor allow any condition to exist or situation to develop whereby any party would be entitled, as a matter of law, to a lien against said Leased Premises and improvements thereon, and Lessee will discharge any such lien within thirty (30) business days after notice of filing thereof. Notice is hereby given by Lessor to all persons that no lien attaches to any such improvements.
- 6.8. Upon the completion of construction or installation, the complete and unencumbered title to all improvements located on the Leased Premises shall immediately vest in the Lessor free and clear of all claims on the part of the Lessee on account of any repair or improvement work done or to be done under the terms hereof by Lessee. This vesting of title in the Lessor at the time specified is a part of the consideration for this lease. The City of Shawnee, Oklahoma, the Shawnee Airport Authority, and the Shawnee Regional Airport shall not be liable to Lessee or Lessee's contractors or sublessee for the value of any improvements constructed or located on the Leased Premises.

7. Additional Obligations of Lessee

- 7.1. Lessee shall conduct its operations hereunder in an orderly and proper manner.
- 7.2. Lessee shall control the conduct and demeanor of its officers, agents, employees, invitees and, upon objection from Lessor concerning the conduct, demeanor of any such person, Lessee shall immediately take all lawful steps necessary to remove the cause of the objection.
- 7.3. Lessee shall comply with all health and safety laws and requirements and any other federal, state, or municipal laws, ordinances, rules, regulations, and requirements applicable to the Leased Premises.
- 7.4. Lessee shall not commit, nor permit to be done, anything which may result in the commission of a nuisance, waste, or injury on the Leased Premises.
- 7.5. Lessee shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewage system, and fire hydrants and hoses, if any, installed or located on the Leased Premises.

- 7.6. Lessee shall not do, nor permit to be done, any act or thing upon the Leased Premises which may constitute a hazardous condition so as to increase the risks attendant upon the operations permitted by the Agreement.

8. Ingress and Egress

- 8.1. The Lessee shall have the right of ingress and egress to and from the Leased Premises by means of roadways, to be used in common with others having rights of passage thereon.
- 8.2. The Lessee hereby releases and discharges the Lessor, its officers, employees and agents; and all municipalities and other governmental authorities and their respective successors and assigns, of and from any and all claims, demands, or causes of action which the Lessee may now or at any time hereafter have against any of the foregoing, arising or alleged to arise out of the closing of any street, roadway or other area, provided that a reasonable means of access to the Leased Premises remains available to the Lessee whether within the Leased Premises or outside the Leased Premises unless otherwise mandated by safety considerations or lawful exercise of the police power. The Lessee shall not do or permit anything to be done which will interfere with the free access and passage of others to space adjacent to the Leased Premises or in any streets or roadways near the Leased Premises.

9. Liabilities and Indemnities

- 9.1. Lessor shall not in any way be liable for any cost, liability, damage, or injury, including cost of suit and reasonable expenses of legal services, claimed, or recovered by any person whomsoever, or occurring on the Leased Premises, or as a result of any operations works, acts or omissions performed on the Leased Premises, by Lessee, its sub lessees or tenants, or their guest or invitees.
- 9.2. Lessee agrees to indemnify, save and hold harmless, the Lessor, (its officers, agents, servants and employees) of and from any and all costs, liability, damage and expense (including costs of suit and reasonable expenses of legal services) claimed or recovered, justly or unjustly, false, fraudulent or frivolous, by any person, firm or corporation by reason injury to, or death of, any person or persons, and damage to, destruction or loss of use of any and all property, including City of Shawnee personnel and Lessor's property, directly or indirectly arising from, or resulting from, any operations, works, acts or omissions of Lessee, its agents, servants, employees, contractors, sub lessees or tenants. Provided, however, that upon the filing with the Lessor by anyone of a claim for damages arising out of incidents for which Lessee herein agrees to indemnify and hold the Lessor harmless, the Lessor shall notify Lessee of such claim and in the event that Lessee does not settle or compromise such claim, then Lessee shall undertake the legal defense of such claim both on behalf of Lessee and behalf of the Lessor. It is specifically agreed, however, that the Lessor at its own cost and expense, may participate in the legal defense of any such claim. Any final judgment rendered against the Lessor for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount upon the expiration of the time for appeal.

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- 9.3. In addition to Lessee's undertaking, as stated in this numerical Section 9, and as a means of further protecting the Lessor, its officers, agents, servants and employees, Lessee shall at all times during the term of this Agreement obtain and maintain in effect Public Liability Insurance coverage as set forth in Schedule 1 attached hereto and made a part hereof. In this connection, Lessee agrees to require its contractors doing work on the Leased Premises to carry adequate insurance coverage, and if Lessee so desires, it may accomplish same by an endorsement to Lessee's policies to include such persons or parties as additional named insured.
- 9.4. Lessor reserves the right to increase the minimum liability insurance set forth in Schedule 1 when in the Lessor's opinion the risks attendant to Lessee's operations hereunder have increased. Lessee may elect to terminate this Lease by delivering written notice to Lessor within thirty (30) days after Lessee receives notice of an increase in the minimum liability insurance. If Lessee elects to terminate the Lease, Lessee must remove all Lessee's property located on the Leased Premises within thirty (30) days after providing written notice of the termination to Lessee.
- 9.5. The Lessee represents that it is the owner of or fully authorized to use any and all services, processes, machines, articles, marks, names or slogans used by it in its operations under or in anywise connected with this Agreement. The Lessee agrees to save and hold the City, its officers, employees, agents and representatives free and harmless of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Lessee under or in anywise connected with this Agreement.
- 9.6. The Lessee represents and warrants that no broker has been concerned on its behalf in the negotiation of this Agreement and that there is no such broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Lessor of and from any claim for commission or brokerage made by any such broker when such claim is based in whole or in part upon any act or omission of the Lessee.

10. Assignment and Sublease

- 10.1. Lessee covenants and agrees that it will not sell, convey, transfer, mortgage, pledge or assign this Agreement or any part thereof, or any rights created thereby, without the prior written consent of the Lessor.
- 10.2. Any assignment or transfer of this Agreement, or any rights of Lessee hereunder, without the consent of the Lessor, shall entitle the Lessor at its option to forthwith cancel this Agreement.

10.3. Any assignment of this Agreement approved and ratified by the Lessor shall be on the condition that the assignee accepts and agrees to all of the terms, conditions and provisions of this Agreement, and agrees to accept and discharge all of the covenants and obligations of Lessee hereunder, including but not limited to the payment of all sums due and to become due by Lessee under the terms hereof.

10.4. Subject to all of the terms and provisions hereof, Lessee may not sublet a portion or portions of the Leased Premises to a person, partnership, firm or corporation engaged in a business that is in the opinion of the Lessor compatible with Lessee's authorized business.

11. Non-Discrimination

11.1. The Lessee, for it, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the Leased Premises for a purpose for which a United States Government program or activity is extended, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil rights Act of 1964, and as said Regulations may be amended.

11.2. In this connection, the Lessor reserves the right to take whatever action it might be entitled by law to take in order to enforce this provision. This provision is to be considered as a covenant on the part of the Lessee, a breach of which, continuing after notice by Lessor to cease and desist, will constitute a material breach of this Agreement and will entitle the Lessor, at its option, to exercise its right of termination as provided for herein, or take any action that it deems necessary to enforce compliance herewith.

11.3. The Lessee shall indemnify and hold harmless City from any claims and demands of third persons including the United States of America resulting from the Lessee's noncompliance with any of the provisions of this Section and the Lessee shall reimburse City for any loss or expense incurred by reason of such noncompliance.

12. Governmental Requirements

12.1. The Lessee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Lessee's operations at the Leased Premises which may be necessary for the Lessee's operations thereat.

12.2. The Lessee shall pay all taxes, licenses, certification, permit and examination fees and excise taxes, if any, which may be assessed, levied, exacted, or imposed on the Leased Premises or

operation hereunder or on the gross receipts or income to Lessee there from, and shall make all applications, reports and returns required in connection therewith.

- 12.3. Lessee shall have the right, at its cost and expense, to undertake appropriate action to exempt all or any part of the Leased Premises from real estate taxes imposed upon the Leased Premises, or to secure a reduction in real estate taxes as assessed. Any such real estate taxes shall be apportioned as of the dates of commencement and termination of the lease. If any real estate taxes as may be assessed against the Leased Premises are reduced or eliminated, Lessee shall be entitled to full benefit thereof, including any refund payable to Lessee resulting therefrom.

13. Rights of Entry Reserved

- 13.1. The City, by its officers, employees, agents, representatives, and contractors shall have the right, after providing forty-eight (48) hours advanced notice to Lessee, to enter upon the Leased Premises for any and all purposes, provided, such action by the Lessor, its officers, employees, agents, representatives, and contractors does not unreasonably interfere with the Lessee's use, occupancy, or security requirements of the Leased Premises.
- 13.2. Without limiting the generality of the foregoing, the Lessor, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right, at its own cost and expense, whether for its own benefit, or for the benefit of others than the Lessee, to maintain existing and future utility, mechanical, electrical and other systems and to enter upon the Leased Premises at all reasonable times to make such repairs, replacements or alterations thereto, as may, in the opinion of the Lessor, be deemed necessary or advisable, and from time to time to construct or install over, in or under the Leased Premises such systems or parts thereof and in connection with such maintenance use the Leased Premises for access to other parts of the Leased Premises otherwise not conveniently accessible, provided, however, that in the exercise of such right of access, repair alteration or new construction, the Lessor, shall not unreasonably interfere with the actual use and occupancy of the Leased Premises by the Lessee. It is specifically understood and agreed that the reservation of the aforesaid right by the Lessor shall not impose or be construed to impose upon the Lessor any obligation to repair, replace or alter any utility service lines now or hereafter located on the Leased Premises for the purpose of providing utility services only to the Leased Premises.
- 13.3. In the event that any personal property of Lessee shall obstruct the access of the Lessor, its officers, employees, agents or contractors, or the utility company furnishing utility service to any of the existing utility, mechanical, electrical and other systems, and thus shall interfere with the inspection, maintenance or repair of any such system, Lessee shall move such property, as directed by the Lessor or said utility company, in order that access may be had to the system or part thereof for inspection, maintenance or repair. If Lessee shall fail to so move such property after direction from Lessor or said utility company to do so, the Lessor or the utility company may move it, and the Lessee hereby agrees to pay the cost of such

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moving upon demand, and further Lessee hereby waives any claim for damages as a result there from, except for claims for damages arising from the Lessor's sole negligence.

- 13.4. At any reasonable time, and from time to time during the ordinary business hours, the Lessor, by its officers, agents, and employees, whether or not accompanied by a prospective lessee, occupier or user of the Leased Premises, shall have the right to enter thereon for the purpose of exhibiting and viewing all parts of the same, subject to Lessee's reasonable security requirements.
- 13.5. Exercise of any or all of the foregoing rights, by the Lessor, or others under right of the Lessor, shall not be, nor be construed to be, an eviction of Lessee, nor be made the grounds for any abatement of rental nor any claim or demand for damages, consequential or otherwise.

14. Additional Rents and Charges

- 14.1. Except as provided in Section 6.5, in the event Lessee fails within thirty (30) business days after receipt of written notice from Lessor to perform or commence to perform any obligation required herein to be performed by Lessee, Lessor may enter the Leased Premises (without such entering causing or constituting a cancellation of this Agreement or an interference with the possession of such Leased Premises by Lessee) and do all things reasonably necessary to perform such obligation, charging to Lessee the cost and expense thereof, and Lessee agrees to pay to the Lessor upon demand such charge in addition to other amounts payable by Lessee hereunder. Provided, however, that if Lessee's failure to perform any such obligation endangers the safety of the public or employees or property of the Lessor and Lessor so states in its notice to Lessee, the Lessor may perform such obligation of Lessee at any time after the giving of such notice, and charge to the Lessee the reasonable cost and expense thereof which Lessee shall pay upon demand.
- 14.2. If the Lessor elects to pay any sum or sums or incur any obligation or expense by reason of the failure, neglect or refusal of Lessee to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Agreement, or as the result of any act or omission of Lessee contrary to said conditions, covenants or agreements, Lessee hereby agrees to pay the sum or sums so paid or expense so incurred by the Lessor as a result of such failure neglect or refusal of Lessee, including interest, not to exceed ten percent (10%) per annum, together with all costs, damages and penalties. In such event, the total of such amounts may be added to any installment of rent thereafter due hereunder, and each and every part of the same shall be and become additional rent recoverable by the Lessor in the same manner and with like remedies as if it were originally a part of the rent provided for in this Agreement.

15. Default.

15.1. In the event Lessee breaches any term or provision of this Lease, including the obligation to pay rent as and when due, the Lessor shall have the right to terminate this lease upon giving Lessee ten (10) business days' notice to cure such default (except as otherwise provided in Section 6.7 above). If Lessee shall not have cured its default within said ten (10) business day period to the satisfaction of the Lessor, then the Lessor may declare this Lease and Lessee's right of use to be terminated, and Lessee shall at once quit the Premises, taking only such personal property or fixtures as the Lessor may authorize to be removed. The foregoing rights and remedies given to Lessor are and shall be deemed to be cumulative and shall be deemed to be given to Lessor in addition to any other and further rights granted to Lessor herein or by law. The failure by the Lessor at any time to exercise any right or remedy hereby given to it shall not be deemed to operate as a waiver by it of its right to exercise such rights or remedies at any other or future time.

16. Termination by Lessee

16.1. In addition to any other right of cancellation herein given to Lessee, or any other rights to which it may be entitled by law, equity or otherwise, as long as Lessee is not in default in payment to Lessor of any amounts due Lessor under this Agreement, Lessee may cancel this Agreement and thereby terminate all of its rights and unaccrued obligations hereunder, by giving Lessor thirty (30) business days' advance written notice upon or after the happening of the following events:

16.1.1. Issuance by a court of competent jurisdiction of an injunction which in any way substantially prevents or restrains the use of the Leased Premises, or any part thereof necessary to Lessee's business operations on the Leased Premises, and which injunction remains in force for a period of at least thirty (30) business days after the party against whom the injunction has been issued has exhausted or abandoned all appeals or one hundred twenty (120) business days whichever is shorter, if such injunction is not necessitated by or issued as a result of an act or omission of Lessee; or

16.1.2. The assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport and its facilities, or any substantial part thereof, in such a manner as substantially to restrict Lessee from operating its authorized business for a continuous period of at least ninety (90) days.

17. Surrender and Right of Re-Entry

Upon the cancellation or termination of this Agreement pursuant to any terms hereof, Lessee agrees peaceably to surrender up the Leased Premises to the Lessor in the same condition as they are at the time of the commencement of the term hereof, and as they may hereafter be repaired and improved by Lessee; save and except, (a) such normal wear and tear thereof as could not have

been prevented by ordinary and usual repairs and maintenance, (b) obsolescence in spite of repair, and (c) damage to or destruction of the leasehold improvements for which insurance proceeds are received by the Lessor. Upon such cancellation or termination, the Lessor may re-enter and repossess the Leased Premises together with all improvements and additions thereto, or pursue any remedy permitted by law for the enforcement of any of the provisions of this Agreement, at Lessor's election. Furthermore, upon such cancellation or termination, and for a reasonable time thereafter (not exceeding thirty (30) business days after such cancellation or termination, and for which period Lessee will pay to the Lessor current lease rentals), or during the term of this Agreement, if Lessee is not in default in rentals or any other charges or obligations due the Lessor, Lessee shall have the right to remove its personal property, fixtures and trade equipment which it may have on the Leased Premises, provided the removal thereof does not impair, limit or destroy the utility of said Leased Premises or building for the purpose for which they were constructed or improved, and provided, further, that Lessee repairs all damages that might be occasioned by such removal, and restores the site to the condition above required.

18. Survival of the Obligations of the Lessee.

18.1. In the event that the Agreement shall have been terminated in accordance with a notice of termination as provided in numerical Section 16 hereof, all the obligations of the Lessee under this Agreement shall survive such termination, re-entry, regaining or resumption of possession and shall remain in full force and effect for the full term of this Agreement, and the amount or amounts of damages or deficiency shall become due and payable to Lessor to the same extent, at the same time or times, and in the same manner as if no termination, re-entry, regaining or resumption of possession had taken place. Lessor may maintain separate actions each month to recover the damage or deficiency then due or at its option and at any time may sue to recover the full deficiency less the proper discount, for the entire unexpired term of the Agreement.

18.2. The amount of damages for the period of time subsequent to termination (or re-entry, regaining or resumption of possession) on account of the Lessee's rental obligations shall be the sum of the following:

18.2.1. The amount of the total of all installments thereof payable prior to the effective date of termination except that the credit to be allowed for the installment payable on the first (1st) day of the year in which the termination is effective shall be prorated for the part of the year the Agreement remains in effect on the basis of the total days in the year.

18.2.2. An amount equal to all expenses incurred by City in connection with regaining possession, restoring the Leased Premises, acquiring a new lease for the Leased Premises, legal expenses (including but not limited to attorney's fees), putting the Leased Premises in order, maintenance, and brokerage fees.

19. Use Subsequent to Cancellation or Termination

- 19.1. The Lessor, upon termination or cancellation pursuant to numerical Section 16 hereof, may occupy the Leased Premises or may enter into an agreement with another lessee and shall have the right to permit any person, firm or corporation to enter upon the Leased Premises and use the same. Such use may be of part only of the Leased Premises or of the entire Leased Premises, together with other premises, and for a period of time the same as or different from the balance of the term hereunder remaining, and on terms and conditions the same as or different from those set forth in this Agreement.
- 19.2. Lessor shall also, upon said termination or cancellation, or upon re-entry, regaining or resumption of possession, have the right to repair and to make structural or other changes in the Leased Premises, including changes which alter its character and the suitability thereof for the purposes of the Lessee under this Agreement, without affecting, altering, or diminishing the obligations of the Lessee hereunder, provided, that any structural changes shall not be at Lessee's expense.
- 19.3. In the event either of use by others or of any actual use and occupancy by Lessor, there shall be credited to the account of the Lessee against its survived obligations hereunder any net amount remaining after deducting from the amount actually received from any lessee, licensee, permittee or other occupier in connection with the use of the said Leased Premises or portion thereof during the balance of the term of use and occupancy as the same if originally stated in this Agreement, or from the market value of the occupancy of such portion of the Leased Premises as Lessor may itself during such period actually use and occupy, all expenses, costs and disbursements incurred or paid by Lessor in connection therewith. No such use and occupancy shall be or be construed to be an acceptance of a surrender of the Leased Premises, nor shall such use and occupancy constitute a waiver of any rights of Lessor hereunder. Lessor will use its best efforts to minimize damages to Lessee under this Section.

20. Limitation of Rights and Privileges Granted

Except the right of Lessee to possession of the Leased Premises, no exclusive rights on the Leased Premises are granted by this Agreement and no greater rights or privileges with respect to the use of the Leased Premises or any part thereof are granted or intended to be granted to the Lessee by this Agreement, or by any provision thereof, than the rights and privileges expressly and specifically granted hereby.

21. Notices

21.1. All notices, consents and approvals required or desired to be given by the parties hereto shall be sent in writing, and shall be deemed sufficiently given when same is deposited in the United States Mail, sufficient postage prepaid, registered or certified mail, return receipt requested, addressed to the recipient at the address set forth below:

To City: City Manager
P.O. Box 1448
Shawnee, Oklahoma 74802-1448

AND

To Lessee: Greta Madson
Shawnee Drive Thru, LLC
4 Turkey Knob
Shawnee, OK 74804

AND

Craig Brackeen
Registered Agent
Shawnee Drive Thru, LLC
102 East Highland
Shawnee, OK 74801

Such addresses shall be subject to change from time to time to such other addresses as may have been specified in written notice given by the intended recipient to sender.

22. Holding Over

22.1. No holding over by Lessee after the termination of this lease shall operate to extend or renew this lease for any further term whatsoever; but Lessee will by such holding over become the tenant at will of the Lessor and after written notice by Lessor to vacate such premises, continued occupancy thereof by Lessee shall constitute Lessee a trespasser.

22.2. Any holding over by Lessee beyond the thirty (30) day period permitted for removal of personal property and fixtures without the written consent of the Lessor shall make the Lessee liable to the City for damages equal to double the rentals provided for herein and which were in effect at the termination of the lease.

22.3. All insurance coverage that Lessee is required under the provisions hereof to maintain in effect shall continue in effect for so long as Lessee, or any of Lessee's sub lessees or tenants occupy the Leased Premises or any part thereof.

23. Invalid Provisions

23.1. The invalidity of any provisions, articles, paragraphs, portions, or clauses of this Agreement shall have no effect upon the validity of any other part or portion hereof, so long as the remainder shall constitute an enforceable Agreement.

24. Miscellaneous Provisions

24.1. Remedies to be Nonexclusive. All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of, or exclusive of, each other, or of any other remedy available to the Lessor, or Lessee, at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

24.2. Non-Waiver of Rights. The failure by either party to exercise any right, or rights accruing to it by virtue of the breach of any covenant, condition, or agreement herein by the other party shall not operate as a waiver of the exercise of such right or rights in the event of any subsequent breach by such other party, nor shall other party be relieved thereby from its obligations under the terms hereof.

24.3. Force Majeure. Neither party shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority or other circumstances for which it is not responsible or which is not in its control provided, however, that this section shall not excuse Lessee from paying the rentals herein specified.

24.4. Non-Liability of Individuals. No director, officer, agent, or employee of Lessor shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or of a supplement, modification, or amendment to this Agreement because of any breach thereof, or because of his or their execution or attempted execution of the same.

24.5. Quiet Enjoyment. The Lessor covenants that as long as Lessee is not in default of any provision of this Agreement, Lessee shall and may peaceably and quietly have, hold, and enjoy the Leased Premises exclusively to it during the term hereof unless sooner canceled as provided in this Agreement.

25. General Provisions.

25.1. Lessee shall not use, or permit the use of, the Leased Premises, or any part thereof, for any purpose or use other than those authorized by this Agreement.

- 25.2. This Agreement shall be performable and enforceable in Shawnee, Oklahoma and shall be construed in accordance with the laws of the State of Oklahoma.
- 25.3. This Agreement is made for the sole and exclusive benefit of the Lessor and Lessee, their successors, and assigns, and is not made for the benefit of any third party.
- 25.4. In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.
- 25.5. All covenants, stipulations and agreements in this Agreement shall extend to and bind each party hereto, its legal representatives, successors, and assigns.
- 25.6. The titles of the several articles of this Agreement are inserted herein for convenience only and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.
- 25.7. Nothing herein contained shall create or be construed to creating a co-partnership between the Lessor and the Lessee or to constitute the Lessee an agent of the Lessor. The Lessor and the Lessee each expressly disclaim the existence of such a relationship between them.

26. Subordination Clauses

26.1. This Agreement is subject and subordinate to the following:

- 26.1.1. Lessor reserves the right to develop and improve the Leased Premises as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance by or on behalf of Lessee, provided, Lessee is not deprived of the use of or access to the Leased Premises.

27. Entire Agreement

27.1. The Agreement consists of Sections 1 to 27, inclusive, Exhibit 1 and Schedule 1.

27.2. It constitutes the entire Agreement of the parties hereto and may not be changed, modified, discharged, or extended except by written instrument duly executed by the Lessor and the Lessee. The parties agree that no representations or warranties shall be binding upon the Lessor or the Lessee unless expressed in writing in this Agreement of Lease.

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

BY: _____

ANDREA WECKMUELLER-BEHRINGER AICP, GISP, RAS
CITY MANAGER

ATTESTED:

LISA LASYONE, CMC
CITY CLERK
CITY OF SHAWNEE, OKLAHOMA

DRAFT

SHAWNEE DRIVE THRU, LLC

By: _____

Printed Name

Its: _____

Schedule 1

Insurance Requirements

1. The Lessee shall maintain during the life of this contract, such Public Liability and Property Damage Insurance as will protect him from claims for damages for bodily injury, including accidental death, as well as claims from property damages, which may arise from operations under the contract; and the amount of insurance shall be as follows:
 - 1.1. Comprehensive Public Liability Insurance including, but not limited to product liability:
 - 1.1.1. Bodily Injury – Each Person \$125,000.00
 - 1.1.2. Bodily Injury – Each Accident \$1,000,000.00
 - 1.1.3. Property Damage – Each Person \$50,000.00
 - 1.1.4. Property Damage – Each Accident \$1,000,000.00
2. The policies of insurance shall be executed by insurance of indemnity carriers authorized to do business in the State of Oklahoma and said insurance shall name the City of Shawnee, Oklahoma, and the Shawnee Regional Airport as co-insured.
3. The Lessee shall furnish Lessor with a Certificate of Insurance indicating proof of the foregoing coverage. Such certificate shall provide that the carrier issuing the certificate shall notify the Lessor within ten (10) business days in advance of any cancellation or significant change in the terms or coverage of such insurance policies.
4. Failure of the Lessee to obtain and maintain such insurance coverage shall not relieve the Lessee from any liability arising from this Lease Agreement nor shall any such liability be limited to the liability coverage provided for herein.



City Manager
16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: June 17, 2024
To: Shawnee Airport Authority
From: Andrea Weckmueller-Behringer, City Manager
Subject: Consideration of a resolution adopting the Fiscal Year 2024-2025 Budget for the Shawnee Airport Authority for the period of July 1, 2024 through June 30, 2025.

Background: On April 15, 2024, the proposed Fiscal Year 2024-2025 Budget was presented to the City of Shawnee Board of Commissioners.

On May 20, 2024, the Fiscal Year 2024-2025 Budget proposal was the subject of a formal public hearing.

Prepared in accordance with the City of Shawnee's Municipal Code, Section 2-96, and in compliance with the Oklahoma Municipal Budget Act, Title 11 of the Oklahoma Statutes, Section 17-201 et seq., City staff is requesting that the City Commission consider the approval of a resolution to adopt the Fiscal Year 2024-2025 Budget for the City of Shawnee, finding all things requisite and necessary have been done in the preparation and presentation of the budget.

Financial Impact: See attached Public Hearing Notice

Attachments: FY24-25 Public Hearing Notice, FY24-25 SAA Budget Resolution

Staff Recommendation: Approval of the Resolution

Notice of Public Hearing City of Shawnee, Oklahoma Shawnee Municipal Authority Shawnee Airport Authority Proposed Budget Summary* Fiscal Year 2024-2025																														
	001	010	101	102	104	105	106	107	108	112	190	191	301	302	303	304	306	350	501	502	503	504	511	601	603	701	702	709		
Description	General Fund	Grant Fund	Street & Alley Fund	E 911 Fund	Economic Development Fund	Spay/ Neuter Fund	Hotel/Motel Surcharge Fund	Police Sales Tax Fund	Fire Sales Tax Fund	Tax Increment Fund	CDBG Grant Fund	CDBG-CV- ODOC Fund	Capital Improvement Fund	Street Improvement Fund	2018 Capital Improvement Fund	American Rescue Plan Fund	2023 Capital Improvement Fund	Aquatic Center Fund	Shawnee Municipal Authority	Water System Capital Imprv Fund	Wastewater Capital Imprv Fund	Meter Maintenance Fund	Shawnee Airport Authority	Workers Compensation Self-Insurance Fund**	Insurance Recovery Fund**	Library Fund	Cemetery Perpetual Care Fund	Sister Cities Fund	Total	
ESTIMATED REVENUES & BUDGETARY FUND BALANCE																														
1 Beginning Budgetary Fund Balance	5,438,371	4,000,000	-	418,911	360,430	-	642,852	-	-	1,210,866	-	-	4,238,624	6,774,399	8,574,157	1,024,081	2,196,495	-	1,426,038	600,000	1,100,000	414,955	297,325	-	3,175,746	-	193,805	42,500	42,129,555	
2 Taxes	22,758,344	-	283,900	414,000	388,945	-	574,000	486,182	486,182	200,000	-	-	3,014,326	3,403,271	3,889,453	-	3,889,453	-	-	-	-	-	-	-	-	-	-	-	-	39,788,056
3 Intergovernmental	401,500	236,500	-	-	-	-	-	-	-	-	905,616	192,198	180,000	-	-	11,013,476	-	-	38,285	1,000,000	-	-	180,000	-	-	-	-	-	-	14,147,575
4 License and Permits	578,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	28,025	-	-	-	-	-	-	-	-	-	-	606,025
5 Fines and Forfeitures	317,500	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	317,500
6 Gifts and Donations	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
7 Charges for Services	238,235	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	145,000	15,972,385	-	-	850,000	-	-	-	-	-	-	-	17,205,620
8 Rental Revenues	49,100	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	14,000	-	-	-	-	239,700	-	-	-	-	-	-	302,800
9 Interest Income	314,900	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	320,900
10 Other Revenues	113,000	-	6,360	-	-	2,200	12,000	-	-	-	13,200	-	2,000	2,500	1,500	-	-	55,000	280,000	-	45,000,000	-	226,250	-	50,000	-	4,000	-	-	45,762,010
11 Transfers In	5,532,364	-	269,000	-	-	-	-	-	-	-	-	-	-	-	-	-	64,057	274,948	4,989,453	910,000	1,439,000	-	230,230	828,582	-	93,376	-	-	-	14,631,010
TOTAL	35,741,314	4,236,500	559,260	832,911	749,375	2,200	1,228,852	486,182	486,182	1,410,866	918,816	192,198	7,434,950	10,180,170	12,465,110	12,037,557	6,150,005	488,948	22,734,186	2,510,000	47,539,000	1,264,955	1,173,505	828,582	3,225,746	93,376	197,805	42,500	175,211,051	
APPROPRIATIONS :																														
1 Administration	2,034,663	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,320	-	-	-	-	-	2,036,983
2 Accounting	734,032	-	-	-	-	-	-	-	-	-	-	-	2,000	-	-	-	-	-	-	-	-	-	-	3,476	-	-	-	-	-	739,508
3 Information Systems	652,627	-	-	-	-	-	-	-	-	-	-	-	352,350	-	-	-	-	-	-	-	-	-	-	2,317	-	-	-	-	-	1,007,294
4 City Clerk	433,888	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,738	-	-	-	-	-	435,626
5 Municipal Court	483,278	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,317	-	-	-	-	-	485,595
6 Utility Billing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	918,674	-	-	-	-	5,224	-	-	-	-	-	923,898
7 Human Resources	494,059	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,738	-	-	-	-	-	495,797
8 Community Development	605,193	-	-	-	-	-	-	-	-	30,000	913,760	192,198	550,000	-	1,075,774	-	-	-	-	-	-	-	-	9,216	4,461	-	-	-	-	3,380,602
9 Police Department and Emergency Management	10,966,402	4,215,000	-	413,048	-	2,200	-	-	-	-	-	-	1,570,144	-	-	-	-	-	-	-	-	-	-	491,914	185,625	-	-	-	-	17,844,333
10 Fire Department	7,043,267	-	-	-	-	-	-	-	-	-	-	-	1,498,846	-	2,005,000	-	-	-	-	-	-	-	-	199,582	2,085	-	-	-	-	10,748,780
11 Engineering	493,570	-	-	-	-	-	-	-	-	-	-	-	239,000	485,000	-	-	-	-	-	-	-	-	-	2,317	-	-	-	-	-	1,219,887
12 Code Enforcement	1,031,621	-	-	-	-	-	-	-	-	-	-	-	50,000	-	-	-	-	-	-	-	-	-	-	4,634	2,268	-	-	-	-	1,088,523
13 Public Works	1,529,084	-	550,000	-	-	-	-	-	-	-	-	-	606,600	7,335,000	1,012,000	11,834,227	-	-	9,357,622	1,958,000	46,470,000	-	-	51,532	83,837	-	-	-	80,787,902	
14 Parks, Culture and Recreation	2,082,814	21,500	-	-	-	-	-	-	-	-	-	-	728,750	-	150,000	-	-	478,997	-	-	-	-	-	30,640	187,905	91,726	3,862	-	-	3,776,194
15 Expo Center	944,250	-	-	-	-	-	-	-	-	-	-	-	-	-	100,000	-	-	-	-	-	-	-	-	-	626,671	-	-	-	-	1,670,921
16 Building Maintenance	395,678	-	-	-	-	-	-	-	-	-	-	-	433,000	-	-	-	-	-	-	-	-	-	-	-	10,340	-	-	-	-	839,018
17 Tourism	-	-	-	-	-	-	578,369	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,159	-	-	-	-	-	579,528
18 Economic Development	-	-	-	-	388,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	388,000
19 Sister Cities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	42,500	42,500
20 Airport	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,057,224	8,118	2,082,894	-	-	-	-	3,148,236
21 Contingency Reserve	630,000	-	8,900	-	-	-	11,554	-	-	-	-	-	-	-	-	-	-	8,500	435,000	-	-	-	15,000	-	50,000	1,650	-	-	-	1,160,604
22 Debt Service	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,122,694	-	-	-	3,860,136	-	-	433,274	-	-	-	-	-	-	-	7,416,104
23 Transfers Out	867,554	-	-	-	-	-	-	486,182	486,182	-	-	-	500,000	600,000	-	-	3,889,453	-	6,973,057	-	-	-	-	-	-	-	-	-	-	13,802,428
TOTAL	31,421,980	4,236,500	558,900	413,048	388,000	2,200	589,923	486,182	486,182	30,000	913,760	192,198	6,530,690	8,420,000	7,465,468	11,834,227	3,889,453	487,497	21,544,489	1,958,000	46,470,000	433,274	1,072,224	828,582	3,225,746	93,376	3,862	42,500	154,018,261	
ENDING BUDGETARY FUND BALANCE RESERVE	4,319,334	-	360	419,863	361,375	-	638,929	-	-	1,380,866	5,056	-	904,260	1,760,170	4,999,642	203,330	2,260,552	1,451	1,189,697	552,000	1,069,000	831,681	101,281	-	-	-	193,943	-	-	21,192,790
Percent of Ending Fund Balance/Annual Expenses	13.75%	0.00%	0.06%	101.65%	93.14%	0.00%	108.31%	0.00%	0.00%	4602.89%	0.55%	0.00%	13.85%	20.90%	66.97%	1.72%	58.12%	0.30%	5.52%	28.19%	2.30%	191.95%	9.45%	0.00%	0.00%	0.00%	5021.83%	0.00%	-	13.76%
Impact to Fund Balance - Gain/(Loss)	(1,119,037)	(4,000,000)	360	952	945	-	(3,923)	-	-	170,000	5,056	-	(3,334,364)	(5,014,229)	(3,574,515)	(820,751)	64,057	1,451	(236,341)	(48,000)	(31,000)	416,726	(196,044)	-	(3,175,746)	-	138	(42,500)	(20,936,765)	

This Summary documents the preliminary budgeted estimates of Revenues and Appropriations for the funds of the City of Shawnee, Oklahoma, including its Authorities, for the budget period July 1, 2024 through June 30, 2025, as identified on May 6, 2024.

* Not included in the summary are funds with no activity: 103 - Oil & Gas Revenue, 113 - Drug Forfeiture, 114 - Opiod Settlement Fund, 192 - ESG ODOC Fund, 201 - Debt Service, 706 - Gifts and Contributions

** The Workers Compensation Self-Insurance Fund - 601, reflects "Transfers In" from other funds. The associated expense in other funds is reflected within the division where the payroll occurs, and is therefore not shown in the general "Transfers Out" expenditure line.

For a downloadable PDF, visit <http://www.ShawneeOK.org>

A public hearing will be held on the Preliminary Budget Summary of Revenues and Appropriations in the City Commission Chamber at City Hall, 16 West 9th Street, Shawnee, Oklahoma, at 6:00 p.m. on May 20, 2024.

Andrea Weckmueller-Behringer, City Manager

(Seal)

Attest:

s/s Lisa Lasyone, City Clerk

RESOLUTION NO. SAA-2024-_____

A RESOLUTION APPROVING AND ADOPTING THE FISCAL YEAR 2024-2025 BUDGET FOR THE SHAWNEE AIRPORT AUTHORITY, OKLAHOMA FOR THE PERIOD JULY 1, 2024 THROUGH JUNE 30, 2025.

WHEREAS, the City of Shawnee, Oklahoma has adopted the provisions of the Oklahoma Municipal Budget Act (the Act) in 11 O.S. Sections 17-201 through 17-216; and

WHEREAS, the budget for fiscal year July 1, 2024 through June 30, 2025, was formally presented to the City of Shawnee City Commission on April 15, 2024, at least 30 days prior to the start of the fiscal year in compliance with Section 17-205; and

WHEREAS, the City of Shawnee City Commission conducted a Public Hearing on May 20, 2024, at least 15 days prior to the start of the fiscal year, and published notice of the Public Hearing in compliance with Section 17-208 of the Act; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SHAWNEE, OKLAHOMA:

SECTION 1. The Shawnee Airport Authority does hereby adopt the Fiscal Year 2024-2025 Budget. Legal appropriations are hereby established as follows:

511 SHAWNEE AIRPORT AUTHORITY	1,072,224
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SECTION 2. The budget shall be administered in compliance with the provisions of the City Charter, Municipal Code, and statutes of the State of Oklahoma.

SECTION 3. The budget for the Shawnee Airport Authority, Oklahoma, now before the City Commission for consideration, as herein above summarized, a complete copy of which is on file with the City Clerk, and the same is hereby adopted as the budget for the said City of Shawnee, Oklahoma, for the period of July 1, 2024 through June 30, 2025.

Passed and approved this 17th day of June, 2024

CITY OF SHAWNEE, OKLAHOMA A MUNICIPAL CORPORATION

ED BOLT, MAYOR

SEAL
ATTEST:

LISA LASYONE, MMC, CITY CLERK