

AGENDA
SHAWNEE CIVIC AND CULTURAL DEVELOPMENT AUTHORITY
JUNE 20, 2024 AT 12:30 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. Consideration of approval of the Minutes from the May 16, 2024 regular meeting.
2. Update regarding Management Services at the Heart of Oklahoma Exposition Center with Global Spectrum L.P. d/b/a Oak View Group.
3. Discussion and consideration of the disposal/donation of the old International Finals Youth Rodeo (IFYR) pole banners.
4. Discussion concerning the construction of the announcers stand, also known as the crow's nest, at The Heart of Oklahoma Exposition Center arena.
5. Discussion and update regarding the 2024 International Finals Youth Rodeo.
6. Public Comments
7. Trustee Comments
8. Adjournment

Respectfully submitted,



Kacie Eck, CMC

Senior Deputy 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 CIVIC AND CULTURAL DEVELOPMENT AUTHORITY PROCEEDINGS MAY 16, 2024 AT 12:30 PM

The Shawnee Civic and Cultural Development 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, Thursday, May 16, 2024 at 12:33 PM, pursuant to notice duly posted as prescribed by law on Wednesday, May 15, 2024 at 9:45 AM. Chairman Gilbert presided and called the meeting to order. Upon roll call, the following members were in attendance.

Randy Gilbert
Chairman

Tim Barrick
Trustee

Rob Morris
Trustee

Carl Packwood
Trustee

Andrea Weckmueller-Behringer
Secretary

Lance Wortham
Trustee

Vacant
Trustee

ABSENT: None

CALL TO ORDER

DECLARATION OF QUORUM

1. Consideration of approval of the Minutes from the April 18, 2024 regular meeting.

A motion was made by Trustee Wortham, seconded by Trustee Packwood, to approve the Minutes from the April 18, 2024 regular meeting. Motion carried 6-0.

AYE: Wortham, Packwood, Weckmueller-Behringer, Barrick, Gilbert, Morris
NAY: None

2. Discussion and update regarding the 2024 International Finals Youth Rodeo.

Mr. Dale Yerigan and Trustees discussed volunteer opportunities, contestant numbers, announcer stand and internet updates, and sponsors related to the 2024 International Finals Youth Rodeo (IFYR). He announced the next volunteer meeting will be held on June 4th at 6:00 p.m. at The Heart of Oklahoma Exposition Center.

Mr. Yerigan and Pottawatomie County Commissioner Melissa Dennis

discussed the dirt needed for the practice arena.

Commissioner Dennis also spoke regarding the County's support for the 2024 IFYR.

Trustee Wortham left the meeting at 1:11 p.m.

3. Public Comments

There were no Public Comments.

4. Trustee Comments

Chairman Gilbert stated the annual audit presentation should be on the June Shawnee Civic and Cultural Development Authority agenda.

Trustee Wortham returned to the meeting at 1:13 p.m.

5. Adjournment

There being no further business to be considered, a motion was made by Trustee Packwood, seconded by Trustee Wortham, that the meeting be adjourned. Motion carried 6-0. (1:16 p.m.)

AYE: Packwood, Wortham, Barrick, Gilbert, Morris, Weckmueller-Behringer

NAY: None

RANDY GILBERT
CHAIRMAN

ATTEST:

ANDREA WECKMUELLER-
BEHRINGER
SECRETARY



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

Date: June 17, 2024
To: Board of City Commissioners
From: Andrea Weckmueller-Behringer, City Manager
Subject: Consideration of a Contract with Global Spectrum L.P. d/b/a Oak View Group for Management Services at the Heart of Oklahoma Exposition Center.

Background: The Heart of Oklahoma Exposition Center (Expo) is owned by the City of Shawnee. The facility is located just west of the Shawnee Regional Airport, and the Expo grounds are easily accessible from Highway 177. In operation since 1981, the Expo grounds encompass 52 acres and include fairgrounds with a conference center, outdoor and indoor arena seating, and a full-service 700-spot RV park. Its layout allows for the hosting of agricultural exhibits and events, trade shows, and corporate gatherings. In the last Fiscal Year with almost daily events, the Expo saw just under 300,000 visits from 111,000 unique visitors.

Although owned by the City, the day-to-day Expo operations are managed through a contract with a venue management firm. The current agreement with Global Spectrum, L.P. became effective on August 1, 2019, and its associated end date was most recently amended to be September 30, 2024. In light of the approaching contract end date, the City of Shawnee advertised a Request for Qualifications (RFQ) to receive proposals from qualified firms for the management and operation of the Heart of Oklahoma Exposition Center. Proposals were due on May 17, 2024.

Staff received one (1) qualified response, which was reviewed for compliance and found to be responsive and complete. Based on this detailed review, staff recommends approval of a contract with Global Spectrum L.P., doing business as Oak View Group, to manage the City of Shawnee's Heart of Oklahoma Exposition Center. Staff will also provide all relevant documents with the Shawnee Civic & Cultural Development Authority at their upcoming June 20, 2024, regularly scheduled meeting.

Financial Impact: \$899,250 for Fiscal Year 2024-2025; General Fund, Expo, Other Contractual Services - 001-5-1210-53390

Attachments: RFQ 2024-108 Expo Management and Operations - Professional Services, OVG x Heart of OK (final), Management Agreement.7-1-24 to 6-30-29

Staff Recommendation: Authorize the City Manager to execute agreement



**Request For Qualifications and Proposals for:
Expo Management and Operations - Professional Services
RFQ# 2024-108**

Sealed Bids Due Friday, May 17, 2024, at 11:00 a.m. (Central Standard Time)

Issued by:
City of Shawnee, Oklahoma

City of Shawnee, Oklahoma
Request for Qualifications

RFQ# 2024-108 Expo Management and Operations - Professional
Services

Submittal shall be sent to:
City of Shawnee
Attn: City Clerk
16 W 9th Street
Shawnee, OK 74801

Sealed Envelope should be clearly marked:
RFQ# 2024-108
Expo Management and Operations -
Professional Services

SUBMITTAL COVER SHEET

The Entity and the Officer with authority to commit for the Entity are:

RESPONDENT:	FEDERAL ID OR SOCIAL SECURITY NO.:	
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NO.:	TOLL FREE TEL. NO. (800):
NAME & TITLE OF PERSON SIGNING:	FAX NUMBER:	E-MAIL:
PROPOSAL IS FROM A/AN: <input type="checkbox"/> Corporation organized and existing under the laws of the STATE OF _____ <input type="checkbox"/> Partnership <input type="checkbox"/> Individual		

NON-COLLUSION

The undersigned certifies that the Entity has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this bid invitation.

PROPOSAL CERTIFICATION

The Undersigned certifies that to the best of their knowledge:

- There is no officer or employee of the City of Shawnee who has, or whose relative has, a substantial interest in any contract award subsequent to this proposal.
- The names of any and all public officers or employees of the City of Shawnee have, or whose relative has, a substantial interest in any contract award subsequent to this proposal are identified by name as part of this submittal.
- The undersigned further certifies that the Entity IS NOT currently debarred, suspended, or proposed for debarment by any federal or State agency. The undersigned agrees to notify the City of Shawnee of any change in this status, should one occur, until such time as an award has been made under this action.

Date: _____

Entity Name: _____

By: _____

Print Name: _____

City of Shawnee, Oklahoma
Request for Qualifications

RFQ# 2024-108 Expo Management and Operations - Professional Services

SIGNATURE PAGE

In compliance with this RFQ, the undersigned agrees to furnish the services in accordance with the attached Proposal or as mutually agreed upon by subsequent negotiation.

Firm Submitting Proposal

Address

City

State

Zip

Phone Number

Fax Number

Email

Web Address

Authorized Person Submitting RFQ (Print)

Title

Signature

Date

City of Shawnee, Oklahoma
Request for Qualifications

RFQ# 2024-108 Expo Management and Operations - Professional Services

STATEMENT OF NEED

The City of Shawnee is seeking qualified Respondents to manage and operate its Heart of Oklahoma Exposition Center. The center is a premier event venue with a diverse history of hosting various events, including concerts, equestrian events, trade shows, weddings, and more. The selected Respondent will be responsible for onsite venue management, event attraction and marketing, hospitality including food and beverage services, and the solicitation of event sponsorships.

CALENDAR OF EVENTS

Listed below are the dates and times by which stated actions must be taken or completed. If the City of Shawnee determines, in its sole discretion, that it is necessary to change any of the dates and times, it will issue an Addendum to this Request. All listed times are applicable local times for Shawnee, Oklahoma.

April 11 & 16, 2024:	Advertising of Request for Qualifications and Proposals
May 1, 2024, at 5:00 pm:	Last day and time to submit written questions
May 3, 2024:	Responses to submitted questions posted online
May 17, 2024:	RFQ responses due no later than 11:00 a.m. (CST)
May 24, 2024:	Selection Committee evaluation of proposals
June 17, 2024:	Selection recommendation to City Commission for approval
June 18, 2024:	Contract execution / Notice to Proceed
October 1, 2024:	Estimated start of contract

1. SCOPE OF SERVICES:

The City of Shawnee is seeking a qualified Respondent to manage and operate its Heart of Oklahoma Exposition Center. The center is a premier event venue with a diverse history of hosting various events, including concerts, equestrian events, trade shows, weddings, and more.

The selected Respondent will be responsible for onsite venue management, event attraction and marketing, hospitality including food and beverage services, and the solicitation of event sponsorships.

1.1. Scope of Work

1.1.1. Expo Venue Management: Oversee the day-to-day operations of the center, ensuring smooth event execution and customer satisfaction.

1.1.1.1. Coordinate all aspects of event planning and execution, including scheduling, setup, and teardown.

1.1.1.2. Ensure compliance with all relevant regulations and safety standards.

1.1.1.3. Provide onsite staff for event supervision and customer service.

1.1.1.4. Maintain the facility in a clean and functional condition.

1.1.2. Food Services and Hospitality: Provide high-quality catering services for events and manage concessions.

1.1.2.1. Develop and implement a diverse and appealing menu for events.

1.1.2.2. Manage food preparation, service, and cleanup.

1.1.2.3. Ensure compliance with health and safety regulations.

1.1.2.4. Provide catering options for events of all sizes.

1.1.3. Marketing and Corporate Partnerships: Develop and implement marketing strategies to attract and promote events, as well as secure corporate partnerships.

1.1.3.1. Work with the City of Shawnee, Department of Tourism dba Visit Shawnee to attract and cross promote events of mutual benefit.

1.1.3.2. Develop and implement marketing strategies to attract a wide range of events.

1.1.3.3. Manage social media accounts and online presence to promote events and the venue.

1.1.3.4. Coordinate with local businesses and organizations to cross-promote events.

1.1.3.5. Identify and pursue potential corporate partnerships and sponsorships.

1.1.4. Administrative Services: Handle all administrative tasks related to event planning and execution.

1.1.4.1. Manage event bookings, contracts, and payments using current industry best

practices.

1.1.4.2. Provide monthly and annual financial reports and budget updates.

1.1.4.3. Coordinate with vendors and suppliers for event needs.

1.1.4.4. Maintain accurate records of all events and activities.

1.1.5. Financial Management: Manage finances related to the center's operations, including budgeting and revenue generation.

1.1.5.1. Develop and manage the annual budget for the venue.

1.1.5.2. Maximize revenue through efficient pricing strategies and cost control measures.

1.1.5.3. Ensure all financial transactions are conducted in accordance with municipal policies and procedures.

1.1.5.4. Provide monthly financial reports to the municipality.

1.1.6. Other Services:

1.1.6.1. Provide assistance and support for special events and projects as requested by the municipality.

1.1.6.2. Implement sustainable practices to reduce the venue's environmental impact.

1.1.6.3. Continuously evaluate and improve services based on feedback from clients and attendees.

1.2. Minimum Requirements

1.2.1. Qualifications of the Firm: Demonstrated experience in managing similar event venues, including references and a portfolio of past projects.

1.2.1.1. Proven experience in managing and operating large-scale, municipal- or state-owned event venues, preferably with a focus on livestock and agricultural exhibitions.

1.2.1.2. Demonstrated ability to handle diverse events, including concerts, trade shows, rodeos, and social gatherings.

1.2.1.3. Knowledge of animal industry regulations and exhibition requirements to ensure compliance.

1.2.2. Qualifications of Staff: Experienced and skilled personnel, including event managers, marketers, and hospitality professionals.

1.2.2.1. Experienced event managers with expertise in livestock exhibitions and agricultural events.

1.2.2.2. Skilled hospitality professionals capable of providing high-quality food and beverage services.

- 1.2.2.3. Marketing specialists proficient in promoting events and securing sponsorships.
- 1.2.3. Technical Approach: Detailed plan for managing and operating the center, including innovative ideas for revenue generation and cost control.
 - 1.2.3.1. Detailed plan for managing event logistics, including scheduling, setup, and teardown.
 - 1.2.3.2. Innovative strategies for attracting diverse events and maximizing venue utilization.
 - 1.2.3.3. Commitment to maintaining high standards of animal welfare and safety.
- 1.2.4. Requirements for Management Cost Proposal: Clear and competitive pricing for the management services, including a breakdown of costs and fees.
 - 1.2.4.1. Clear and competitive pricing structure for venue management services, including staffing, utilities, and maintenance.
 - 1.2.4.2. Transparent breakdown of costs and fees associated with event coordination and marketing efforts.
- 1.2.5. Other Pertinent Proposal Information: Any additional information that demonstrates the consultant's qualifications and capabilities.
 - 1.2.5.1. Evidence of successful partnerships with local businesses and organizations to enhance event offerings and community engagement.
 - 1.2.5.2. Demonstrated ability to implement sustainable practices and initiatives within the venue, such as waste reduction, energy efficiency, and environmental stewardship.
 - 1.2.5.3. Willingness to engage with the public and solicit feedback to improve the overall event experience and community engagement.

2. SUBMITTAL REQUIREMENTS, FORMAT, AND PREPARATION GUIDELINES

2.1. Submittal Remittance

Send sealed submittal to:

City of Shawnee
Attn: City Clerk
16 West 9th Street
Shawnee, Oklahoma 74801

Clearly Marked on Outside Envelope

RFQ# 2024-108 Expo Management and Operations - Professional Services

Due Date: Friday, May 17, 2024 at 11:00 a.m. (Central Standard Time)

2.2. Instructions to Professionals

2.2.1. Respondents are to submit one (1) original complete submittal with signatures in blue ink, and FOUR copies, and one (1) electronic form (on a USB drive) of the complete submittal package that can be reproduced. All copies shall be in the exact format as the original including the binding requirements in Section 2.4.2.

2.2.2. At due date and time, all submittals received by the due date will be opened for the sole purpose of recording the names of the individuals or firms submitting written responses.

2.2.3. If the submittal is mailed, sufficient time must be allowed to ensure the City of Shawnee's proper receipt of the package by the time specified above. Allow an additional 24 hours for the City of Shawnee 's internal mail process. It is the responsibility of the firms to ensure that the properly marked and sealed submittal arrives at the City of Shawnee. Submittals received after the due date and time will be returned to Respondent unopened.

2.2.4. Any submittal not prepared and received in accordance with provisions stated herein will be considered an informal response and any/or all of the submittal may be rejected.

2.2.5. Withdrawal of submittal will be accepted until the submission due date and time above. No submittal may be withdrawn after the deadline. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide to the City the services set forth in this Request for Qualifications and Proposals, or until one or more of the proposals have been awarded.

2.2.6. Each firm will pay all costs associated with the preparation of the submittal, and, if applicable, subsequent oral presentations if requested by the City of Shawnee.

2.2.7. This file becomes a matter of public record and is open for review by the public upon the full execution of the agreement.

2.3. Submittal Content: The following information must, but not limited to, be included in the submittal packet:

2.3.1. Signed Proposal Cover Sheet.

2.3.2. Acknowledgement of number and date of addenda received. (Attachment C)

2.3.3. Cover Letter of Interest - One page – Provide a statement indicating your ability to provide timely service and describe the benefits the City will receive from selecting your company. Cover letter to be signed by a fully authorized official of the firm.

2.3.4. Company profile including but not limited to: State of Oklahoma License (as applicable).

2.3.5. Years in business under current or previous names.

2.3.6. Company Project Team – List the executives and staff members from your company that would be working on this project; list their relevant experience for a similar

scale and type of project. For the project manager, superintendent and any other key staff members that you think are key to your success in managing projects, provide at least one client reference from a recent project.

- 2.3.7. If the Consultant elects to sub-contract with any firm for any portion of the work, the Consultant shall be responsible for all work performed by any sub-contract and the Consultant shall not be relieved of any obligations under this Contract.
- 2.3.8. If the Respondent elects to sub-contract, the Respondent shall submit a list of Sub-Contractors, to include qualifications and experience as well as sub-contract terms and conditions, and subcontractor compensation or subcontractor billing rate.
- 2.3.9. Company Experience and Client References: Provide two relevant projects preferably in our region within the last 5 years that are of a similar building usage and scale and client references for your company from these projects.
- 2.3.10. Litigation History: Provide five years of history and any current litigation including a summary of each case. Provide a statement of assurance that any current or pending litigation will not have an adverse financial effect on the performance of the project.
- 2.3.11. Certification of WBE, MBE, or DBE, if applicable.
- 2.3.12. Attachment A: Certification for Contracts, Grants, Loans, and Cooperative Agreements as required by the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352
- 2.3.13. Attachment B: No Proposal Notification, if necessary
- 2.3.14. Attachment D: Non-Collusion Affidavit
- 2.3.15. Attachment E: Conflict of Interest Certification
- 2.3.16. Attachment F: Affidavit of Single Submittal
- 2.3.17. If the Respondent fails to supply all required information, the submission may be deemed non-responsive at the discretion of the City of Shawnee.

2.4. Submittal Format

- 2.4.1. Submittal shall be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to meet the requirements of this RFQ. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements and an understanding of the City of Shawnee's needs.
- 2.4.2. Submittals should be printed on letter size paper (8 1/2" x 11") and bound with a spiral type binding that will allow the submittal to lie flat when open. Do not use metal-ring hard cover binders.
- 2.4.3. Include a Table of Contents page for the entire submittal and give sequential page numbers for each part of the submittal including attachments. **ARRANGE THE SUBMITTAL IN THE ORDER LISTED IN THE SUBMITTAL CONTENT SECTION OF THIS RFQ.** Additional optional attachments that are listed in the SUBMITTAL CONTENT

section may be included at the end of the submittal packet.

- 2.4.4. Separate each part of the submittal packet by using a divider sheet with a tab for ready reference. Tab references shall correspond with the Table of Contents page.
- 2.4.5. Submittals are to be double sided with each side counted as a page. Table of Contents, 1 page Cover Letter, Submittal Cover Sheet and Divider tabs do not count toward total page count.
- 2.4.6. Each complete submittal will contain a maximum of thirty (30) pages, a cover letter, the Submittal cover sheet, the relevant requested Submittal information, and the required signature page. Brevity is a plus.
- 2.4.7. At the discretion of the Respondent, a maximum of ten (10) additional qualifications related or marketing informational pages can be included in the submittal.
- 2.4.8. Detailed staff resumes including list of industry certifications may be included as a second attachment to the submittal packet. These additional pages will not be counted against the thirty (30) pages of the main content or the ten (10) additional pages of information.
- 2.4.9. Trade Secrets: To invoke the provision of the State of Oklahoma, Trade Secrets, or other applicable law, the requesting firm must mark each page of such document or specific portion of a document claimed to be a trade secret must be clearly marked as "trade secret." All material marked as a trade secret must be separated from all non-trade secret material, such as being submitted in a separate envelope clearly marked as "trade secret." If the office or department receives a public records request for a document or information that is marked and certified as a trade secret, the office or department shall promptly notify the person that certified the document as a trade secret.

To invoke the provisions of the State of Oklahoma, Trade Secrets, or other applicable law, the requesting firm must complete an Affidavit for Trade Secret Confidentiality, signed by an officer of the company, and submit the affidavit with the information classified as "Trade Secret" with other proposal documents. The affidavit must reference the applicable law or laws under which trade secret status is to be granted.
- 2.4.10. Public Records: In accordance with the State of Oklahoma (Public Records Law) and the Freedom of Information Act, and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Qualifications and Proposals and the responses thereto are public record. Also, please be aware that the City publishes bid proposals on its agenda for public review. Proposers should identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Failure to identify confidential and/or proprietary information prior to submission of the proposal may result in such information being subject to release if requested in a

public records request.

2.5. Interpretation or Correction

2.5.1. The City of Shawnee is not liable for interpretations/misinterpretations or other errors or omissions made by the Respondent in responding to this Request. Any required addendum to the RFQ and all clarifications, answers to questions, or changes to this RFQ shall be provided through a City of Shawnee-issued Addendum, which shall be distributed to vendors by email and posted on the City website found at:

www.shawneeok.org/services/current_bids_proposals/index.php

Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered “unofficial” and shall not bind the City to any requirements, terms or conditions not stated herein.

2.5.2. The City shall make every possible, good faith effort to issue any and all addenda(s) no later than seven (7) days prior to the due date for proposals. Any addendum issued after this date, shall be for material, necessary clarifications to the Request for Qualifications and Proposals.

2.5.3. Any person, firm or corporation submitting a response is deemed to have read, understood and agreed to all terms, conditions and requirements set forth in the specifications. Respondent agrees to conform in general to the terms of these specifications, details of which will be set forth in a signed agreement mutually acceptable to and executed by the City of Shawnee and the Respondent.

2.5.4. From the date of issuance until the City of Shawnee takes final agency action, the Respondent must not discuss their submittal or any part thereof with any employee, agent, or representative of the City of Shawnee except as expressly requested by the City of Shawnee in writing. Violation of this restriction will result in rejection of the Respondent’s response.

2.5.5. No negotiations, decisions, or actions shall be initiated or executed by the Respondent as a result of any discussions with any the City of Shawnee employee. All inquiries, requests for clarification, change of condition or requirement, specification omissions, doubt as to meaning, or requests for additional information must be submitted, in writing, or via email to Danny Vise, Jr. email address: Danny.Vise@Shawneeok.org. In the written request, the Respondent must identify him/herself and provide the page number, section, and paragraph of the conditions or requirements in question. The Respondent must also recommend specific written changes to the specified condition(s) or requirement(s).

2.5.6. All written inquiries or requests for changes or information must be received by Danny Vise, Jr: Danny.Vise@Shawneeok.org, no later than the scheduled date shown in the Calendar of Events outlined in this document. All Respondent inquiries or requests, the City of Shawnee responses to these inquiries or requests, and other needs as may apply will be provided to all prospective Respondents by addendum.

All addenda issued by the City of Shawnee shall become a part of the RFQ, and Respondents shall acknowledge receipt of each addendum by number and date in its response.

2.5.7. Inquiries concerning Request for Qualifications and Proposals – Expo Management and Operations - Professional Services should be addressed as follows:

City of Shawnee
Attn: Danny Vise, Jr.
16 W. 9th Street
Shawnee, OK 74801

Or via email to: danny.vise@shawneeok.org

2.6. Provisions for Recommendation: It is expressly understood that the City's recommendation of selection of any proposal does not constitute an award of a contract agreement with the City. Once the City has selected a proposal, contract negotiations will follow between the City and the selected proposer. It is further expressly understood that no contractual relationship exists with the City until a contract has been approved by the City and formally executed by the City. It is also understood that the City of Shawnee reserves the right to the following:

2.6.1. Reject any and/or all Proposal submittals.

2.6.2. Accept any submittal or portion thereof most advantageous to the City of Shawnee.

2.6.3. Revise the RFQ and/or issue addenda to the RFQ, in the event it becomes necessary to revise any or part of the RFQ. Addenda will be provided to all those who received the RFQ.

2.6.4. Cancel or re-issue the Request for Qualifications and Proposals, in whole or in part, prior to execution of a contract.

2.6.5. Negotiate with the Respondent.

2.6.6. Award contract based on the overall best business decision for the City of Shawnee including firm location or services offered.

2.6.7. Waive any informalities or regularities.

2.6.8. Request additional information or require a meeting with the Respondent for clarification.

2.6.9. Request presentations from Respondents following submission of the Proposals submittal.

2.6.10. Modify timelines, as issued in the form of an addendum.

3. EVALUATION CRITERIA AND SELECTION PROCESS

3.1. All proposals shall be initially evaluated based on criteria listed below by members of an advisory evaluation committee. Such advisory committee shall consist of individuals who

have expertise regarding, or some experience with, the subject matter of the RFQ or, individuals who could be characterized as recipients, beneficiaries, or users of the RFQ's subject matter. All qualified proposals shall be evaluated by the committee using a point earned matrix. Evaluations and selection of the successful Respondent shall be based on the information submitted in the proposal.

3.2. In determining the professional services firms whose Proposals are in the best interests of the City of Shawnee and a Quality Based Selection. The following criteria, among possible others, will be considered:

General professional impression	15 pts
Demonstrated understanding of the scope requirements	15 pts
Firm's track record of management of venues of similar size and character	15 pts
Proposed team's ability and capacity to perform the work	15 pts
Firm's track record of corporate partnerships and sponsorships	15 pts
Financial Proposal	20 pts
Socioeconomic Contractors (WBE, MBE, DBE)	5 pts

Ability to accurately estimate and complete the project within available budget

Maximum Point Total **100 pts**

3.3. By submitting a response to this RFQ, the Respondent accepts the evaluation process and acknowledges and accepts that determination of the most qualified firm(s) will require subjective judgments by the City of Shawnee.

3.4. In-Person Interview may be requested by the City of Shawnee for all firms that are considered for short list selection.

3.5. It is incumbent upon each Respondent to furnish complete and relevant information to receive proper consideration. The committee could develop a short list for firms to interview. The number of shortlisted firms will depend on the number of responses received.

3.6. The City of Shawnee reserves the right to reject any or all proposals and issue subsequent Requests for Qualifications and Proposals and negotiate any and all provisions contained herein.

3.7. Interviews

3.7.1. The interview may consist of up to a 30-minute presentation by the Respondent, a 15-minute question-and-answer session, and a five-minute wrap-up. The proposed key project personnel must participate in the interview. Only project personnel who will have an active key role in the Project should participate in the interview.

3.7.2. Upon completion of the interviews a firm will be selected. The selected firm will commence negotiations of a fee for services with the City.

3.7.3. If an agreement for services cannot be reached with the selected firm, the City will begin negotiations with another firm that the selection committee believes is the next best alternative. The same process will be repeated with the other firms if no such agreement can be reached. Upon successful negotiations with a firm, the City

may enter into a contract with the selected firm. The City reserves the right to not select a firm as part of this process if an agreement cannot be reached with the interviewed firms.

3.7.4. Acceptance of a proposal shall be by written notice to the construction manager submitting the accepted proposal and by simultaneously notifying in writing the other construction managers that their proposals were not accepted.

4. GENERAL TERMS AND CONDITIONS:

- 4.1. Firms are cautioned to read the information contained in this RFQ carefully and to submit a complete response to all requirements and questions as directed. Following successful negotiations, this RFQ will be superseded by the negotiated Agreement and its related contract documents
- 4.2. The City of Shawnee reserves the right to reject any and all submittals and to waive any irregularities or technical defects in the response and reserves the right to select the best total program. the City of Shawnee is not liable for any expense incurred by the professional services firm in the preparation and presentation of proposals.
- 4.3. Acceptable Sealed Submittals: Any submittal not prepared and received in accordance with provisions stated herein, will be considered an informal response and any/or all of the submittal may be rejected. the City of Shawnee reserves the right to accept submittals or amendments to submittals that arrive after due date as deemed appropriate.
- 4.4. It is the responsibility of the firm to ensure that the properly marked and sealed submittal package arrives at the City of Shawnee by the due date and time.
- 4.5. Governing Law and Venue: This RFQ and resulting contract, if any, and any disputes there under will be governed by the laws of the State of Oklahoma and the City of Shawnee, Oklahoma.
- 4.6. Appropriated Funds: The purchase of any service, which arises from this solicitation, is contingent upon the availability of appropriated funds. If funds are withdrawn or do not become available, the City of Shawnee can cancel the service contract by giving the firm written notice of its intention to cancel not less than ninety (90) days prior to the end of the term without penalty. Upon cancellation of the contract, the City of Shawnee shall not be responsible for any payment of any services received that occur after the end of the current contract period.
- 4.7. Sales and Use Tax: The City of Shawnee as a public entity and some cases exempt from state and local sales taxes.
- 4.8. Invoices: Payment terms on services that have been received and accepted by the City of Shawnee will be net forty-five (45) days.
- 4.9. Observance of the City of Shawnee Rules and Regulations: Firm agrees that at all times its employees will observe and comply with all policies and procedures of the City of

Shawnee, including but not limited to smoking, parking and security directives. The firm will be required to follow the City of Shawnee policies in dealing with improper conduct and discrimination and shall report all incidents or injuries to the City of Shawnee.

- 4.10. Non-Exclusive Contract: This is not an exclusive contract and will not restrict in any way the City of Shawnee's rights to contract with other firms for services and/or commodities similar to those specified within this RFQ.
- 4.11. Limitations of Remedies and Indemnification: Any firm awarded the RFQ accepts full responsibility for acts or conduct of its employees or agents, or services rendered, and agrees to indemnify, defend and hold harmless the City of Shawnee and its officers, agents and employees from any and all claims, demands, damages, actions and costs or expenses in connection therewith that may relate to any subsequent agreement, or acts of the firm's employees or agents. the City of Shawnee will not be liable for any damage or injury to the firm's employees or its properties. the City of Shawnee does not agree to indemnify the vendor.
- 4.12. The firm may not assign, transfer, convey or otherwise dispose of this agreement or any right, title or interest herein without the prior written consent of the City of Shawnee. Any contract resulting from this RFQ may only be amended in writing and signed by the firm and the City of Shawnee using the same degree of formality evidenced in the contract resulting from this RFQ.
- 4.13. The professional service firm shall not name the City of Shawnee in its external advertising, marketing programs or other promotional efforts, any data, pictures or other representation of the City of Shawnee except on the specific, written authorization in advance by the City of Shawnee's Mayor/City Commission and/or the City Manager.
- 4.14. The agreement between the firm and the City of Shawnee may be cancelled by mutual written agreement of both parties upon ninety (90) days' notice. the City of Shawnee may cancel the agreement effective thirty (30) days after a written notice from the City of Shawnee is provided to the firm if the firm does not provide satisfactory service or fails to follow a reasonable schedule of agreed upon services, or otherwise fails to operate in a professional manner.
- 4.15. It is the intent of the City to enter into a three (3) year agreement, with a renewal option clause for two (2) additional three (3) year renewal terms for services as described herein.
- 4.16. The Respondent awarded this contract shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract resulting from this RFQ. The City shall have access to all records, documents, and information collected and/or maintained by others during the administration of the agreement. This information shall be made accessible at the awardees' place of business to the City, including the Comptroller's Office and/or its designees, for purposes of inspection, reproduction, and audit without restriction. The Respondent will work with the City to provide all documentation necessary and required for federal reimbursement, if applicable.

4.17. The professional services firm is subject to and must comply with provisions of the City of Shawnee's policies and applicable state and federal anti-discrimination laws.

4.18. Insurance: Prior to beginning work, successful bidder shall deliver certificates of insurance as evidence of the coverage indicated below; such evidence shall include documentation of thirty (30) day prior written notice to the City of Shawnee of cancellation, non-renewal or material change in coverage.

4.18.1. The firm will obtain all insurance required under this agreement before commencing work and shall furnish the City of Shawnee with a certificate of insurance as proof of coverage. Companies writing insurance under this article must be licensed to do business in the State of Oklahoma. All costs for insurance will be borne by the firm. With the exception of professional liability, all policies shall be written on an "occurrence" not "claims made" basis.

4.18.2. The insurance certificates should be delivered to:

City of Shawnee
Attn: City Manager's Office
16 West 9th Street
Shawnee, OK 74801

4.18.3. Each insurance policy maintained by Contractor must be endorsed as follows:

4.18.3.1. "The City of Shawnee is Named an Additional Insured." (Except the Workers' Compensation)

4.18.3.2. "Underwriters waive all rights of subrogation against the City of Shawnee."

4.18.3.3. "The coverage afforded herein shall be primary in relation to any policies carried by the City of Shawnee." Provide thirty (30) days written notice of cancellation or reduction of any coverage to the City of Shawnee.

4.18.4. Insurance provider shall provide thirty (30) days written notice of cancellation, non-renewal, or reduction of any coverage to the City of Shawnee.

4.18.5. The firm shall maintain the following:

4.18.5.1. Workers' Compensation and Employers' Liability Insurance in accordance with all applicable State laws. Employers' Liability Insurance, including Occupational Disease, with limits of liability of not less than \$1,000,000 each accident and \$1,000,000 each employee.

4.18.5.2. The firm shall maintain general liability coverage during the term of the agreement. The minimum acceptable limits shall be \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 products/completed operations aggregate. Each policy of insurance required by this clause shall contain an Additional Insured endorsement in favor of the City of Shawnee, its elected and appointed officials, agents, directors, employees, and volunteers, using form CG 20 10 Form B (edition 07 04) or approved equivalent; and a Waiver of Transfer of Rights of Recovery Against

Others to Us in favor of the City of Shawnee, its elected and appointed officials, agents, directors, employees, and volunteers. The firm shall provide certification of such insurance and a copy of the policy upon request.

4.18.5.3. The firm shall maintain automobile liability coverage during the term of the agreement. The minimum limit of this coverage shall be \$1,000,000 combined single limit for bodily injury and property damage. Liability coverage to be provided for “Any Auto” or “All Owned Autos and Hired and Non-owned Autos.” If the firm owns no vehicles, then a “Hired and Non-owned Auto” liability policy is required. An Additional Insured endorsement in favor of the City of Shawnee, its elected and appointed officials, agents, directors, employees, and volunteers is required; and a Waiver of Transfer of Rights of Recovery Against Others to Us in favor of the City of Shawnee, its elected and appointed officials, agents, directors, employees, and volunteers is also required. The firm shall provide certification of such insurance and a copy of the policy upon request.

4.18.5.4. The Consultant shall maintain, during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

4.18.5.5. In the event of unusual circumstances, the City Council may adjust these insurance requirements.

4. COMPLIANCE WITH FEDERAL REQUIREMENTS

In the event that federal funding is applied to this Request for Qualifications and Proposals, any resulting agreement must conform to any and all applicable federal contract clauses.

5. QUESTIONS REGARDING THIS RFQ:

All questions or concerns regarding this Request for Qualifications and Proposals must be submitted in writing or by email to the City of Shawnee, Attention: Asst. City Manager, Danny Vise, Jr. (danny.vise@shawneeok.org) no later than 5:00 p.m. (CST), on May 1, 2024. It is the responsibility of the Respondent to ensure that the email was received. The City may issue an addendum to the Request for Qualifications and Proposals for distribution to all known prospective Respondents. Any clarifications, answers to questions, or changes to this RFQ provided in a manner other than a formal addendum, are to be considered “unofficial” and shall not bind the City to any requirements, terms, or conditions not stated herein. All formal City-issued Addenda shall be posted to the City website found here:

https://www.shawneeok.org/services/current_bids_proposals/index.php

No oral interpretation of this Request for Qualifications and Proposals shall be considered binding. The City shall be bound by information and statements only when such statements are written and executed under the authority of the City.

**Attachment A: Certification for Contracts, Grants, Loans, and Cooperative Agreements
as required by the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$ 100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Contractor's Authorized Official

Date

Name & title of Contractor's Authorized Official

Attachment B: No Proposal Notification

The City of Shawnee is interested in receiving competitive pricing on all products and services. The City of Shawnee places significant value on quality vendors and desires to keep interested companies as vendors and suppliers of materials, equipment, and services. It is important for the City of Shawnee to determine the reasons that vendors do not respond to this contract item. The City of Shawnee will evaluate responses and attempt to determine if future changes are necessary in our specification development or procedures.

WILL NOT SUBMIT A RESPONSE

Vendor Name

REASON FOR NO RESPONSE: *(Please place an X by one or more of the reasons listed below.)*

- ____ Do not supply the requested product or service.
- ____ Quantities offered or scope of project is TOO SMALL to be supplied by our company.
- ____ Quantities offered or scope of project is TOO LARGE to be supplied by our company.
- ____ Cannot bid against MANUFACTURER on this item.
- ____ Cannot bid against RESELLER on this item.
- ____ Specifications not clear enough to submit a response *(please explain)*.
- ____ Time frame for bidding is too short *(please explain)*.
- ____ Time frame to produce the product or service is too short.
- ____ Other *(Please state the reasons.)* _____

FOR PURPOSES OF FUTURE SUBMITTALS, PLEASE INDICATE:

- ____ My Company would like to remain on the vendor list.
- ____ My Company **does not** want to remain on the vendor list.

Signature

Date

Address

CITY State Zip

Phone Number

Fax Number

Email Address

Attachment C – Addendum Acknowledgement Form

The undersigned acknowledges receipt of the following addenda to the Request for Qualifications and Proposals (indicate number and date of each):

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

FAILURE TO SUBMIT ACKNOWLEDGEMENT OF ANY ADDENDUM THAT AFFECTS PRICING AND/OR SCOPE IS CONSIDERED A MAJOR IRREGULARITY AND MAY BE CAUSE FOR REJECTION OF ANY BID.

Acknowledgement: I certify that I have read and agree to the above terms and conditions and that I am authorized to sign for the Vendor/Contractor.

Company Name: _____ FEIN: _____

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

Attachment D: Non-Collusion Affidavit of Vendor

The following affidavit **MUST** accompany your response to this proposal.

COUNTY OF _____) SS. STATE
OF _____)

AFFIDAVIT

I, _____, declare under oath, under penalty of perjury, that I am lawfully qualified and acting officer and/or agent of _____ (Firm's Name) and that:

1. That the affiant has not been party to any collusion among proponents in restraint of freedom of competition by agreement to propose at a fixed price or to refrain from making a proposal; or with any official of the state or political subdivision of the State, including The City of Shawnee, as to quantity, quality, or price in the matter of the attached proposal, or any other terms of said prospective contract; or in any discussions between proponents and any official of the state, including the City of Shawnee, concerning the exchange of money or other thing of value for special consideration in the letting of a contract and,
2. _____ (Firm's Name) has not pled guilty to or been convicted of a felony charge for fraud, bribery, or corruption involving sale of real or personal property to any state or any political subdivision of a state.
3. That no person, firm, corporation subsidiary, parent, predecessor or other entity affiliated with or related to _____ (Firm's Name) has been convicted of a
 - a. felony charge for fraud, bribery, or corruption relating to the sale of real or personal property to any state or political subdivision of a state.

(Officer or Agent)

Subscribed and sworn to before me this ____ day of _____, _____.

(SEAL)

My Commission Expires

(Notary Public)

Attachment E: Conflict of Interest Certification

In accordance with 2 CFR 200.318(c)(1) the Bidder certifies that no member, officer, or employee of the City or its designees or agents, no member of the governing body of the City of Shawnee in which the program is situated, and no other public official of the City who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, has any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof for work to be performed in connection with the program assisted under the Agreement. The Bidder shall incorporate, or cause to be incorporated, in all subcontracts, a provision prohibiting such interest pursuant to the purposes of Section 2 CFR 200.318(c)(1).

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Bidder Name	
Signature	
Printed Name	
Position	
Date	



RFQ# 2024-108

EXPO MANAGEMENT AND OPERATIONS— PROFESSIONAL SERVICES

MAY 17, 2024





TABLE OF CONTENTS

2.3.1 Submittal Cover Sheet	V	2.3.9 Company Experience and Client References	22
Signature Page	VII	2.3.10 Litigation History	24
2.3.3 Cover Letter	IX	2.3.11 Certification of WBE, MBE, or DBE	26
2.3.4 Company Profile	1	2.3.14 Attachment D	28
2.3.5 Years in Business	18	2.3.15 Attachment E	29
2.3.6 Company Project Team	19	2.3.16 Attachment F	30
2.3.7 Subcontractor Work	20	Supplemental Information	31
2.3.8 Subcontractor List	21		



2.3.1

PROPOSAL COVER SHEET

City of Shawnee, Oklahoma
Request for Qualifications
 RFQ# 2024-108 Expo Management and Operations - Professional
 Services

Submittal shall be sent to:
City of Shawnee
Attn: City Clerk
16 W 9th Street
Shawnee, OK 74801

Sealed Envelope should be clearly marked:
RFQ# 2024-108
Expo Management and Operations -
Professional Services

SUBMITTAL COVER SHEET

The Entity and the Officer with authority to commit for the Entity are:

RESPONDENT: Global Spectrum L.P. d/b/a OVG360	FEDERAL ID OR SOCIAL SECURITY NO.: 59-3599248	
STREET ADDRESS: 5050 S. Syracuse St., 8th Floor	P.O. BOX:	ZIP:
CITY & STATE & ZIP: Greenwood Village, CO 80237	TELEPHONE NO.:	TOLL FREE TEL. NO. (800):
NAME & TITLE OF PERSON SIGNING: Brian Rothenberg, EVP and General Counsel	FAX NUMBER:	E-MAIL: brothenberg@oakviewgroup.com
PROPOSAL IS FROM A/AN: <input type="checkbox"/> Corporation organized and existing under the laws of the STATE OF _____ <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Individual		

NON-COLLUSION

The undersigned certifies that the Entity has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this bid invitation.

PROPOSAL CERTIFICATION

The Undersigned certifies that to the best of their knowledge:

- (X) There is no officer or employee of the City of Shawnee who has, or whose relative has, a substantial interest in any contract award subsequent to this proposal.
- (X) The names of any and all public officers or employees of the City of Shawnee have, or whose relative has, a substantial interest in any contract award subsequent to this proposal are identified by name as part of this submittal.
- (X) The undersigned further certifies that the Entity IS NOT currently debarred, suspended, or proposed for debarment by any federal or State agency. The undersigned agrees to notify the City of Shawnee of any change in this status, should one occur, until such time as an award has been made under this action.

Date: May 8, 2024

Entity Name: Global Spectrum L.P. d/b/a OVG360

By: 

Print Name: Brian Rothenberg



SIGNATURE PAGE



2.3.3
**COVER
LETTER**



City of Shawnee
Attn: City Manager
16 West 9th Street, Shawnee, Oklahoma

Dear Andrea Weckmueller-Behringer,

At Oak View Group, we bring a wealth of experience and expertise in managing and operating various entertainment and sports venues across the nation. With a proven track record of success, we are confident in our ability to continue effectively managing the Heart of Oklahoma Exposition Center for the great City of Shawnee, OK and continue the positive momentum our local team has created. We are grateful for this opportunity to respond to RFQ# 2024-108 to prove that the partnership we, Oak View Group and the City of Shawnee, have created serves the best interest in the prosperity of the Expo Center as a community centerpiece and regional destination.

Oak View Group have established ourselves as a leader in the industry, with a diverse portfolio of venues ranging from arenas to stadiums to fairgrounds. Our experience extends across various scales and types of facilities, including concert halls, sports arenas, convention centers, and amphitheaters. This experience equips us with a deep understanding of the unique needs and challenges associated with managing multifaceted venues, including expositions halls like the one here in the City of Shawnee. No matter the facility features, no matter the capacity size, no matter the budgetary restrictions, one constant remains; the booking of content and maximizing the event calendar is the engine that drives the success of the facility.

Over the last two financial years, behind the great leadership of acting General Manager Frank Abbott, Oak View Group has transformed the operational mindset of the Expo Center with a focus on customer service and a unique event mix. In FY2021, the Heart of Oklahoma Exposition Center saw 187 events come through the doors while generating revenue of roughly \$380,000. Two years later, in FY2023, 329 events were held, nearly doubling revenue to \$728,000, increasing our annual visitors by 48%, all while ranking in the Top 10 venues visited in the state of Oklahoma. This unprecedented success is a result of the relationships garnered with Stacy Moore at Visit Shawnee, a focus towards facility functionality and the diversity of events, and the improvements in hospitality offerings.

One notable annual event that has brought the City of Shawnee notoriety is the Bonus Race World Finals, a weeklong competition that brings over 7,000 visitors to the Expo Center. We have instilled trust and are excited to be working with Renea Bolling to keep this event coming back for years to come: "Just can't give you enough praise." – R Bolling, June 2023.

As we look to the future, our vision for the Heart of Oklahoma Exposition Center is to strengthen existing Shawnee relationships and continue to book intriguing content. We are dedicated to aligning our strategies with the goals of the City of Shawnee to maximize economic and social impact on the community.

We are eager to engage in further discussions and contribute to the ongoing success at the Heart of Oklahoma Exposition Center. No other firm has the inapt capabilities to take on the equestrian and rodeo content space like OVG! Thank you for considering our proposal, and we look forward to continue to work together!

Sincerely,

A handwritten signature in blue ink, appearing to read 'Peter Zingoni', is written over a light blue circular stamp.

Peter Zingoni
SVP, Business Development, Oak View Group



2.3.4 COMPANY PROFILE

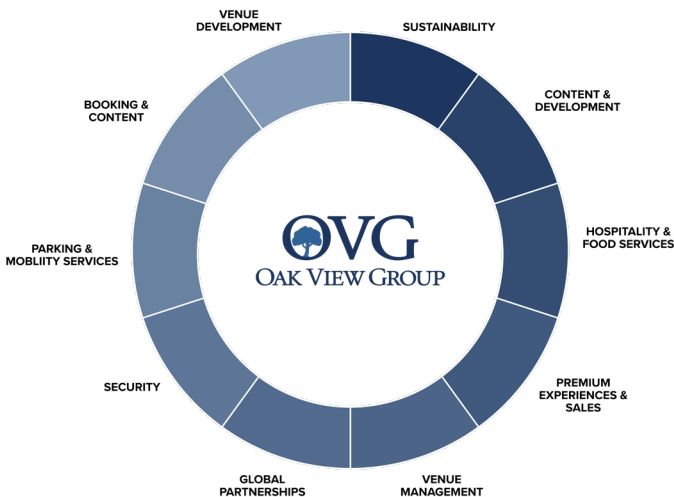
WHO WE ARE

Oak View Group (OVG) is a full-service global venue management and hospitality company that helps client-partners reimagine the sports, live entertainment, and convention industries for the betterment of the venue, employees, guests, artists, athletes, and surrounding communities. Between our management and hospitality services, we currently operate in more than 400 facilities and have a portfolio of client-partners spanning arenas, stadiums, convention centers, performing arts centers, cultural institutions, zoos, aquariums, state fairs and more.

OVG hosts over 10,000+ business meetings and events annually and welcomes more than seven million attendees annually. Our client portfolio includes over 10 million sq. ft. of meeting and convention space. OVG provides a set of services, resources and expertise designed to elevate every aspect of business that matters to venue operators, helping our clients become more profitable, efficient, and safe for both customers and employees.

THE OVG DIFFERENCE

At OVG, you'll find a passionate and big-hearted team of thinkers, builders, change-makers, and future-builders. We tailor our strategies to each project and partners' unique opportunities—solving for today's challenges while preparing for tomorrow's opportunities. As veteran owners-operators, we stand shoulder-to-shoulder with our people, partners, and communities to offer our comprehensive range of solutions, fueled by data gleaned from our own hard-won victories, to make big things happen. For everyone.



OVG HOSPITALITY

OVG Hospitality (OVGH) is OVG's innovative and community-focused hospitality enterprise, redefining concessions, premium experiences, and restaurant concepts for guests and venues across the globe. Our pioneering culinary team creates memorable moments in remarkable locations, wowing guests with bespoke blueprints that showcase authentic flavors and cultures.

We are proud to call the very best minds in the business part of the OVGH family. This includes Christian Navarro, globally renowned wine expert; Invited, North America's largest owner-operator of private membership clubs; and Rhubarb Hospitality Collection, the world's premier catering and luxury hospitality provider.

Together, we serve over 250,000 events and 40 million guests every year across a gamut of distinguished venues, including arenas, theaters, and convention centers. Our senior leaders have also managed the Olympics, Super Bowl, World Series, and even catered for the President of the United States. If you can imagine it, we've done it—from molecular gastronomy to perfectly grilled game-day burgers.

Your guests are our muse. That's why hospitality is in our name; it's quite literally the foundation of everything we do. From concept to development. Design to construction. Sourcing to serving. We design profitable and sustainable solutions that better the communities in which we do business.

OVG GLOBAL PARTNERSHIPS

OVG Global Partnerships (OVG GP) is OVG's sponsorship division, connecting world-class brands with world-class sports and entertainment properties to create mutually beneficial outcomes. OVG GP is led by a team of former senior marketing executives for Fortune 500 companies that has become the global leader in activation, analytics, client service, sponsorship sales, brand consulting, partnership management, and premium seating sales.

Recent Success Pairing Blue Chip Brands with World-Class Properties
 OVG Global Partnerships has successfully sold
 25 NAMING RIGHTS DEALS SINCE NOVEMBER 2019, DRIVING OVER \$3.17 BILLION IN REVENUE

CLIMATE PLEDGE ARENA Seattle, WA	amazon Seattle, WA	SPokane COMMUNITY CENTER Spokane, WA	UBS Arena Elizabethtown, KY	ACRISURE ARENA Channahon, IL	MOODY CENTER Austin, TX
SUBARU PARK Philadelphia, PA	CASARS SUPERDOME New Orleans, LA	UFC Manchester, DE	eMarket SITES Savannah, GA	CFG BANK ARENA Baltimore, MD	BAYLOR BANK Waco, TX
TAHOE Blue Saratoga, NY	blue arena Louisville, KY	NOW Arena Proffers, VA	HOUSTON MEDICAL CENTER Tempe, AZ	Ford Dearborn, MI	TARGET FIELD Cleveland, OH

OVG Executives Have Also Executed 2 MAJOR NAMING RIGHTS DEALS:
TARGET FIELD
TARGET CENTER

OVG GP represents a world-class network of arenas, theaters, stadiums, convention centers, and high-profile events, providing unprecedented access for clients. Our team of 150-plus sponsorship sales professionals across North America has generated over \$4.6 billion in revenue since 2019 and was humbled to have received the industry's top honor in 2021—Sports Business Journal's "Best in Property Consulting, Sales, and Client Services" award—and was nominated again in 2023.

This document and its terms and conditions constitute confidential and proprietary information of Oak View Group and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Oak View Group.

SOLUTIONS PROVIDED

In a collaborative partnership, envision your ideal Expo Center brought to life, supported by the expertise of OVG's Executive Management team with over 100 years of combined experience in public assembly facilities management. This seasoned group has successfully overseen numerous multi-purpose facilities, adept at maximizing revenue, curating event calendars, and fostering community connections. With OVG's dedicated support, leverage their leadership team and resources to tailor a strategic management solution for your Expo Center, guided by your policies and standards.

Together, craft operational manuals, scheduling policies, and agreements reflecting your community's essence. Equipped with passion and expertise, OVG ensures seamless operations, offering customizable departmental structures to optimize efficiency for each unique market served. Our standard scope of services and departmental structure offered includes:

EXECUTIVE/ADMINISTRATION

Senior leadership of the organization who have direct oversight of all departments. They are also the primary local contacts with our clients and are responsible for making sure the Expo Center team is compliant with all facility and local policies and guidelines. Other departmental functions include:

- Departmental oversight
- Annual operating budget creation

- Monthly forecasting
- Management of third-party and union contracts
- Capital planning – current and future projects

EVENT BOOKING & SOLICITATION

Focus on working closely with the Expo Center, all national and regional concert and event promoters, the City of Shawnee and Visit Shawnee, to book new business not currently coming to the Expo Center and to maintain relationships with current clients. This will be accomplished not only through our aggressive pursuit of new events and relationships in the touring entertainment industry, but also by establishing strategic work groups with our partners to qualify the right business, set booking priorities, establish superior customer service, and provide exceptional guest experiences.

Other initiatives include:

- Rely on existing relationships through Irving Azoff in the touring entertainment industry to leverage shows and events for the City of Shawnee
- Use our close relationship with Live Nation to increase bookings while keeping the venues available to ALL event promoters
- Leverage relationships across all OVG venues to the benefit of the City of Shawnee
- Analyze the current event portfolio in the market to determine event sales strategy for large national events that are currently not considering the City of Shawnee

DIVERSITY, EQUITY, AND INCLUSION

Our business is based on two simple pillars: people and culture. Hire the best people, treat them well, and build a culture based on mutual respect, integrity, a passion for doing what we love—and having fun. That's it. To us, it really is that simple, as Ann Jackson, our Chief People and Culture Officer, likes to say.

To support this mission, we have established the Diversity, Equity, and Inclusion (DE&I) Council, led by Dr. Debonair Oates-Primus, Vice President of DE&I. This council's influence extends throughout OVG's operations with a regional champion structure and dedicated corporate leadership.

OVG takes tremendous pride in creating a culture of equity, equality, and respect for our employees. Our employees thrive in atmospheres that promote diversity, transparency, fair wages, employee empowerment, and work-life balance. When we foster this kind of environment in earnest, we see improved employee motivation, satisfaction, retention, and recruitment.

OUR DE&I INITIATIVES ARE FOCUSED AROUND THREE KEY AREAS:

1. WORKFORCE

Hire, retain, and develop a workforce that genuinely reflects the clients and communities that we serve.

2. WORKPLACE

Maintain a workplace culture that values differences and similarities and drives innovation through inclusion.

3. MARKETPLACE

Create client and guest value by partnering with diverse suppliers, supporting communities, and delivering culturally relevant products and services.

In Section 2.3.11 Certification of WBE, MBE or DBE, we provide more details about each of these key areas.



Our newest ERG focuses on the unique needs of Black employees in the workforce including, employees, interns, vendors, and the communities we serve.



An inclusive community that seeks to increase LGBTQ+ cultural awareness through mentorship, inclusion dialogues, and allyship education.



An organization dedicated to providing the company's Hispanic and Latin employee community and allies with strategic partnerships, mentorship, and cross collaborations.



Our oldest and most established ERG, OWN is dedicated to the development, advancement, and support of women at OVG. They provide forums and networking opportunities, share best practices and much more!

SALES AND MARKETING

Our experienced marketing professionals provide insight into industry trends, best practices, and connect with other venue marketing. OVG's marketing support team has a talented team of more than 40 marketing, sales, and public relations experts at the corporate level, as well as a network of 350+ professional venue marketers around the world, all working together with a "one marketing department" mentality. Other initiatives include:

- Venue Website and social media management
- Community Engagement
- Partnerships
- Responsible for selling all digital and static sponsorship opportunities within the facility. When approved by our client to sell, also handles facility naming rights prospecting and negotiations.

PARTNERSHIP SALES

We are confident in our ability to succeed in increasing revenue by introducing new quality partners to the venue, while enhancing the overall event-going experience for patrons. Our experience executing commercial rights sales services has taught us that every property must be structured to achieve successful sales results and include transparency and goal alignment with the City of Shawnee and key stakeholders. In developing our customized approach to drive revenue for the venue, we will deploy the industry's latest trends to generate revenue through venue sponsorships, event advertising, digital signage, naming rights, and branded entitlement areas. Our Global Partnerships leadership team will provide a scope of services to include:

- Sponsorship sales and servicing
- Sponsorship strategy development
- Advertising inventory design & management
- Asset valuation & Rate card development
- Digital signage consultation and sales
- Sales collateral design
- National sales support
- Contract negotiation

FINANCE

Provides fiscal oversight over the entire venue and monitors each department to assure proper compliance with local and corporate policies. Other departmental functions include:

- Internal spot audits/annual third-party audit
- Creation of monthly financial statements
- Accounts Payable/Receivable/Payroll
- Fixed asset inventory control

EVENT MANAGEMENT & GUEST SERVICES

Manages all event related activity at the venue along with oversight of guest services personnel who work events. Serves as the primary contact with clients during the planning process and events. Provides event-related oversight for venue partners such as A/V.

OPERATIONS

The operations department has two main roles, which are the daily maintenance and upkeep of the facility and serving as the provider of event-related services during events. The role this department plays in the overall success of the facility is critical both in the front-of-house and back-of-house. Other departmental functions include:

- ADA compliance
- Event-related changeovers
- Weekly preventative and correct maintenance needs
- Housekeeping and janitorial maintenance
- OSHA compliance and Sustainability goal monitoring

HUMAN RESOURCES

Main contact for venue staff on anything related to employee benefits. Other departmental functions include:

- Departmental and all facility training programs
- Staff recognition and rewards events
- Benefit support
- HR investigations

PARKING MANAGEMENT

Oversight of all parking and transportation related items at the Expo Center. Like public safety, OVG recognized the importance of this department and immediately acted by creating an internal corporate parking department, which is run by one of the brightest minds in the industry. We see immediate opportunities at the venue for increased efficiency and revenue in the parking department and we look forward to putting that into place if we are chosen to manage the Expo Center.

PUBLIC SAFETY

Responsible for the safety of all who work at and/or participate in events at the facility. OVG has taken the importance of venue safety to another level by partnering with Prevent Advisors, whose resume includes working with organizations such as the NFL, NBA and NHL on security protocols. Included during the transition of the Expo Center will be a full security assessment of the venue from Prevent Advisors and a report of its current safety level and specific suggestions for upgraded security upgrades to assure that the Expo Center is an industry leader in this area. Other departmental functions include:

- Employee and Subcontractor labor check-in and out
- Local and national law enforcement collaboration
- Event safety assessment
- 'Red Team' venue audits
- Emergency 'Table Top' planning

TECHNOLOGY

Similar to operations, the technology department plays a dual role at every one of our facilities as it is responsible for maintaining the network infrastructure that runs through every department at the Expo Center and also providing technology services to our clients during events. Other departmental functions include:

- Continual backup of all critical data
- Hardware and software updates
- Cyber security monitoring

BOX OFFICE/TICKETING

OVG's ownership is made up of some of the most influential leaders in the live event industry, all of whom have spent most of their career focusing on how to make the box and ticketing experience as efficient as possible. This ticketing focus extends beyond reserve seat shows in an arena, but also to consumer shows or anything that involves a ticket. The venue team will be working with the industry's best from day one to bring the latest in ticketing to the City of Shawnee community.

HOSPITALITY

A dedicated food and beverage provider is beneficial to the sale of attracting business and the on-going customer experience. A typical scope of food and beverage services includes:

- Menu innovation
- Catering services
- Merchandise management
- Facility design
- Marketing and branding
- Purchasing
- Consulting and pre-opening
- Data and analytics

CATERING

At OVGH, we're in the business of creating lasting memories for our guests—one bite, one sip, and one carefully curated detail at a time. That's why we love the art of catering; just because an event is temporary doesn't mean it can't be memorable.

We understand that each event is special to those who attend, and it may be some guests' first time visiting an OVGH-operated venue. With this in mind, we will seize every opportunity to ensure that our catering options leave guests satisfied and craving more—no matter the size or scale of the event.

Additionally, we have provided a sample menu in our Marketing Materials of the catering services we can continue to offer.

HEALTHY CHOICES & DIETARY RESTRICTIONS

At OVGH, guests' health and satisfaction are our primary concerns. We have found that open communication with our guests helps us to better understand and respond to dietary restrictions. We are able to make necessary accommodations when given the proper advance notice. One way we can do this is by including a dietary restriction form in our catering packets. It's our responsibility to offer healthy and specialty menu choices so every guest is able to find something that they can enjoy. Gluten-free, organic, vegan/vegetarian, and lactose intolerant options have all become as common in the culinary community as BBQ sauce and chicken soup. Our chefs constantly evaluate menus and welcome feedback from guests to ensure our menus offer variety that can accommodate specialty tastes.

SANITATION & SAFETY

"Safety" isn't just a chore or buzzword; it's our responsibility to our guests—the lifeblood of our business. This is why we diligently train, post signage, and instill a culture of safe food safety across our entire organization. And we're always researching new and innovative ways to improve our standards.

SUSTAINABILITY

No operator has demonstrated a greater commitment to sustainable operations than OVG – from Climate Pledge Arena (the world's first and only carbon neutral arena in the world) to the creation of the GOAL platform (the first, and most comprehensive sustainability roadmap designed for the industry, by the industry), we are committed to making a difference for the planet.

A premium food and beverage operation is nothing without a rock-solid safety and sanitation foundation. Guest experience is our highest priority—with no exceptions—and that includes their health and well-being.

Simply put: To be an OVG-operated venue is to achieve industry-defining safety and sanitation standards. Period.

SUSTAINABILITY

When we say we're in the people business, we mean it to our core.

This, of course, means creating unforgettable live experiences for our guests—sports, concerts, dining, and more. But it also means taking every possible measure to ensure the cumulative impact of those live experiences is not detrimental to our planet.

In fact, OVG's vision for the future is one in which our venues achieve net-positive impacts. But we won't get there with hope and goodwill alone. We must take action.

For us, sustainability isn't an obligation; it's a fundamental part of who we are as a company. And to that end, we go above and beyond to source ethically; maximize resources; minimize waste; champion zero-waste targets; divert waste from landfills; facilitate 100% composting; and much more.

COMMUNITY COMMITMENT

Equity and inclusion can't stop at our doorstep; we extend this spirit to the communities in which we operate. This means extending employment opportunities to one and all, as well as extending business opportunities to Disadvantaged Business Enterprises (DBEs), including those owned and operated by women, minorities, the disabled, and veterans.

We recognize that as an F&B provider for your facility, we have the opportunity and responsibility to extend goodwill from our operation throughout the community. This is why we will work closely with your leadership team to ensure our combined efforts in this critical area are aligned and that our actions properly represent your brand and mission. As a result of this diligence, we will identify areas of opportunity for our team to give back to the community through our dedicated F&B operation at your venue.

MANAGEMENT & OPERATING PHILOSOPHY

OVG's venue management philosophy is simple – our mission is to work as an agent for the City of Shawnee to execute your goals and objectives as they pertain to the Expo Center. We will act as your partner but manage your venue as if it were our own. Our management approach is to deliver the following:

CLIENT-DRIVEN RESULTS

The City of Shawnee will establish the goals and vision for its Expo Center. OVG will create management plans that are consistent with those goals.

PARTNERSHIP

OVG believes in partnership management. We provide the very best in support, resources, and systems to allow our staff to be successful in our partnership with the City of Shawnee.

HIGH-QUALITY STAFF

OVG recruits and has access to the best and brightest minds in the industry by providing growth opportunities. We are a company that prides ourselves by putting our clients and staff first. Their success is the foundation of our company's success.

DIVERSITY, EQUITY & INCLUSION

We are committed to diversity in the workplace by cultivating diversity within our company and encouraging the hiring of minorities and women for senior positions within OVG and at our venues.

COMMUNICATION

We will maintain an open, honest, and on-going dialogue with the City of Shawnee, the local community, and our staff in all areas of operations including booking, operations, finance, marketing, and food and beverage management.

ACCOUNTABILITY

OVG believes in a relationship where we are held accountable for everything we do, and everything we promise to do.

FLEXIBLE THINKING

We create an environment that encourages our team to adopt and evolve the customized operating plan specifically designed for the Expo Center.

CONTENT AND MAXIMIZED UTILIZATION

OVG is uniquely capable of bringing events to the Expo Center. We will use our unmatched live entertainment resources to deliver new events consistent with the goals and objectives established by the City of Shawnee.

MANAGEMENT PLAN

MISSION STATEMENT

OVG is committed to maintaining our internationally recognized position as the world's most effective and client-friendly private venue management firm. We've earned this reputation by consistently proposing innovative solutions — and, more importantly, by delivering top-notch results for our client-owned venues. These venues include arenas, convention centers, and stadiums, as well as multipurpose civic centers, conference centers, theaters, ice rinks, fairgrounds/equestrian entertainment venues, and a variety of other venues.

OVG's success — and thereby our clients' success — is built on a foundation of vast corporate resources, rock-solid industry relationships, an unmatched team of professional, readily accessible senior management and corporate support, and superior customer service. OVG was founded to meet the growing desire of government, universities, and private owners to have their venues operate more effectively and efficiently.

MAINTAINING CLIENT SATISFACTION

“Our event host and event attendee satisfaction ratings have gone way up since Frank Abbott and his team arrived at the Heart of Oklahoma Expo. We consistently get reports that the facilities are clean, the set-up are prompt and correct, and that the staff is friendly and helpful.



The Heart of Oklahoma Expo Center's management team has done a fantastic job recruiting high-quality, high-profile events to the Shawnee, OK area. I continue to appreciate the diversity of activities that are booked at the Expo and the professionalism our event hosts can expect from the OVG team. Whether they are hosting an MMA Fight, a mini-donkey show, or a national rodeo event, I know our people will be well taken care of out at the Expo.”

-Stacy Cramer Moore, Director of Tourism

APPROACH TO MANAGEMENT

OVG's approach to management is to build an operating plan unique to the Expo Center that achieves the goals and objectives of the City of Shawnee:

THE FOUNDATION OF OUR MANAGEMENT AND OPERATIONS PLAN FOR HEART OF OKLAHOMA EXPOSITION CENTER

- Meet with the City of Shawnee, Commission, Visit Shawnee, and appropriate departments to fully understand the City of Shawnee's goals and objectives for the Expo Center. Work with these groups to create a Marketing Plan for utilization at the Expo Center and develop materials necessary to support the Plan.
- Identify and establish communication with the City of Shawnee, Commission, and their stakeholders.
- Meet with event promoters and producers to inform them of the Expo Center's capabilities of hosting special events.
- Conduct additional market research in the areas of demographics, competitive venues, and media in order to broaden the ticket buying base for all events.
- Using our platform, maintain community and industry relations and exposure to the entertainment and meeting industry through constant contact, by means of media releases, promotions, advertising, and direct meetings.

All of this will be done in conjunction with the City of Shawnee, so our operating plans will be coordinated to maximize our mutual goals. Our basic philosophy is to be your partner in maintaining and operating the Expo Center. We will work with the City of Shawnee to establish and agree on the following:

- Operating Budget
- Staffing Plan
- Operations Plan
- Internal Communications Plan
- Sales and Marketing Plan
- Booking Guidelines
- Specific Financial Procedures and Systems
- Overall Business Plan

INCREASED FACILITY USAGE

- No venue management company has as strong relationships in the live entertainment industry as OVG. Our relationship and partnerships with Jurassic Quest, United Talent Agency, and Independent Artist Group are just a few examples that will positively impact the Expo Center. We will find more events for the City of Shawnee.
- We will work with the City of Shawnee and public agencies to turn local event ideas into reality, from concerts and arts and cultural events, to regional and community events.
- We will build relationships and create a quarterly business round table event with City of Shawnee's most influential thought leaders and business professionals.
- OVG is committed to working with local community groups and non-profit organizations to host their events at the venues. All staff members would also be provided with volunteer opportunities to engage with these organizations and for outreach in the City of Shawnee.

FOCUS ON THE BOTTOM LINE

- We will create efficient operating plans.
- We will negotiate more profitability into each event.
- We will increase naming rights sales, advertising sales, and event sponsorships.
- We will negotiate the lowest possible vendor rates for supplies

and services.

- We will attain the lowest possible rates for workers' compensation insurance, employee benefits, and public liability insurance.

OVG LEADERSHIP INVOLVEMENT

- The Expo Center will be supported by the senior leadership of OVG.
- Our desire is to have our clients be our best salespeople for future business.
- We will be in constant communication with the stakeholders of the Expo Center and the City of Shawnee's contract administrator.

ACCOUNTABLE FINANCIAL DECISIONS

- The City of Shawnee will receive and be a part of creating and approving our annual budget.
- The City of Shawnee will receive accurate monthly and yearly reports, detailing the Expo Center's activity and financial performance.
- OVG's financial records for the Expo Center will be open to review at any time.

FOCUS ON STAFF

- A significant focus of our transition plan for the Expo Center will be the impact this process will have on the Expo Center's existing team members, some of whom have worked at the Expo Center and serviced the venue's clients for years. OVG understands the effect this process has on them personally, their families, and as industry professionals dedicated to making the Expo Center the great destination it has become. Our transition process is grounded on respecting that impact and working with each member of the team, stakeholders, local unions, and contractors to ensure that the experience is a positive one.
- OVG will offer employment to 100% of the existing staff of the Expo Center, except as precluded by any pre-existing non-competes with their current employers.
- OVG will promote an open and direct line of communication among OVG staff, clients, and building managers, allowing them to share ideas, establish goals, and discuss mutual concerns.
- OVG's philosophies of open communication with staff creates a work environment that encourages creativity and a setting where everyone is selling.

GUEST EXPERIENCE

- OVG's customer service programs encourage and reward proactive service initiatives by employees.
- Each and every employee at the Expo Center will be empowered to solve problems.
- Through our company-wide customer service program, PEAK, venues have access to resources that are normally unavailable if not for the corporate support OVG offers. Additionally, best practices are shared between venues, further adding to the support available to the Expo Center. We are committed to our concept of service transparency, which is a process that will begin upon execution of our agreement and build throughout the term of our relationship with the Expo Center.
- Guests and users of the Expo Center will be surveyed to ensure management is aware of their experience, so service programs and staff training can be altered to create a better experience.

SUSTAINABILITY PRACTICES

- OVG proudly leads the way in public assembly facility sustainability, and the responsible stewardship of our environment is a core value of OVG. We recognize the increasing importance of operating venues that are environmentally friendly, and we are already the world leaders in this area for large public assembly venues. We are committed to operating the Expo Center in a highly sustainable way and limit any harmful impacts on the environment while providing maximum benefits to the local community. We are committed to operating the Expo Center in a manner that is highly sustainable and limits any harmful impacts on the environment while providing maximum benefits to the local community. In many of our venues, tasks are entered into a computerized maintenance management system (CMMS), Ensuring timely cleaning throughout the entire Expo Center and preventing areas from being neglected for extended periods. This system also allows us to track the monthly costs associated with maintaining the venue.

EVENT MANAGEMENT

EVENT COORDINATION

Successful events begin well before the guests arrive at your venue. As a world leader in venue management, OVG Venue Management understands that thoughtful planning is what makes an event spectacular. That's why OVG Venue Management assigns an event manager for every event at our venues — and it's why these managers follow a pre-event checklist to ensure that everything operates smoothly.

The checklist includes:

- Review event information with client
- Review event rider, if applicable
- Create an event estimate
- Create and review event contract
- Complete event advance information sheet
- Track show (touring shows) and monitor ticket sales (ticketed events)
- Contact venues where event has been previously
- Relay essential event set-up information to all staff
- On the day of the event, the event manager serves as the primary contact with the client, while the event manager ensures that all staff is in place for the event.

EVENT PRODUCTION: SET UP AND TEAR DOWN

We use standard operating procedures for set up and tear down at all of the venues we manage. An outline of these procedures is provided below:

- Verification of contractual issues (rental terms)
- Signed agreements
- Deposits received
- Certificate of insurance on file
- Identification of offered on-site promoter representative
- Coordination of production commitments
- Time of day
- Scheduled security (backstage staff)
- Lights and power on (working mode)
- House staff properly scheduled, including event manager, operations staff, engineers, stagehands, catering, police (regarding traffic flow), etc.
- Load out
- Verification of no damage
- Security watch on facility FF&E

EVENT CLIENT TESTIMONIAL

Shawnee Horse Sales

We started hosting sales at the Expo Center back in 2020, and currently run three times each year. Frank and his staff have been great to work with, always go the extra step to help out, and their knowledge and focus on customer service have helped make our event stress free. We simply show up for load in and everything happens like clockwork. The facility has had many improvements over the last few years and is much more appealing. I hope and plan to have the Expo Center host our Shawnee Horse Sale for years to come.

John Carlson Owner /Manager Shawnee Horse Sales

SHAWNEE
HORSE SALES LLC

FACILITY OPERATIONS

YOUR VENUE, OUR RESPONSIBILITY

We recognize the significant responsibility we have to protect and maintain the assets that our clients have spent millions of dollars to develop. We understand that each venue we manage must meet its operational life expectancy — and, equally important, that we must keep a watchful eye on operating expenses, as well as the building's bottom-line performance.

That's why we approach every venue we manage as if it were our own, focusing not on short-term profits but on long-term fiscal stability and performance. It's why our partnership with an existing venue begins with an exhaustive audit to fully understand how it's being managed — and how its operations can be improved. And it's why we develop a comprehensive, customized plan that covers even the tiniest details of Heart of Oklahoma Exposition Center's day-to-day and long-term operations, allowing your venue to function at the highest levels of operational and fiscal performance.

The bottom line? OVG Venue Management understands that managing your venue is about more than just improving the bottom line — it's also about protecting your assets. Our team is committed to continually monitoring and reporting to the City of Shawnee the condition of the facility as we are your eyes and ears on the floor, and working to ensure that damages are quickly identified, fixed, and that event damage beyond typical wear and tear is accurately invoiced for and collected on. OVG knows that communication, process, and accountability are critical to maintaining its condition. We look forward to driving success in this regard.

OPERATION PLAN OVERVIEW

Detailed information about our approach to venue and event operations is provided in our operations manual, which is a proprietary document that we will begin customizing for your venue within 120 days after contract award.

VENUE MAINTENANCE & OPERATIONS

OUR COMMITMENT

OVG believes that the immaculate physical condition of your venue is every bit as important as the level of customer service provided by the staff. Heart of Oklahoma Exposition Center's look and condition projects an image to attendees — and it can be a positive or negative one, depending on the staff's knowledge, dedication, and attention to detail when completing their day-to-day responsibilities.

We're committed to working in partnership with the City of Shawnee to exceed industry standards for custodial services for the Expo Center. We customize our services for each specific venue, and as previously stated, OVG provides the necessary policies and procedures in our operations manual for routine maintenance, cleaning, recycling, trash collection, room set-up, conversions, and

related work needed to keep the venues we manage in like-new condition. For the Expo Center, we look forward to working closely with the City of Shawnee team to identify opportunities for OVG to support maintaining the facility.

Our ultimate goal is to have a client walk into the facility, regardless of how many years it has been in operation and say that it looks just as good as the day it opened. Other companies may share this view — but few will commit the staff and resources to actually make it happen.

PREVENTATIVE MAINTENANCE

OVG understands that preventive maintenance (PM) is the key to avoiding equipment breakdowns, which can be costly and may interfere with the performance of an event. Our detailed PM plan — which is task- and frequency-based, and developed within a computerized maintenance management system — protects your venue, ensures smooth operations of events, minimizes costly emergency repairs, and helps protect the safety of attendees, show-related personnel, and staff.

Our PM program focuses on completing original equipment manufacturer (OEM) recommended tasks, such as lubricating moving parts, tightening loose parts, replacing parts, cleaning, and other similar activities at certain intervals of time. A PM program consists of the following:

- An inventory of all equipment to be maintained
- An inventory of spare parts (critical to operation)
- A list of all required and recommended maintenance tasks
- A schedule for routine maintenance and servicing
- A completed record of completion, repair and follow-up
- Follow-up supervision tasks

NON-MECHANICAL EQUIPMENT

OVG provides a maintenance program for all non-mechanical equipment. This includes inspecting and repairing all video, sound, lighting, and telecommunications systems. It also includes inspection, cleaning and repairs of all furniture, fixtures and equipment in inventory, including:

- Staging
- Seating and risers
- Cleaning equipment
- Lifting equipment
- Maintenance equipment

PREDICTIVE MAINTENANCE

Predictive maintenance involves monitoring equipment to detect deterioration, thus possibly preventing a breakdown. Predictive maintenance methods we use include:

- Vibration monitoring
- Thermal imaging
- Lubricating oil analysis
- Insulation resistance monitoring
- Ultrasonic leak detection.
- We will collaborate with the City of Shawnee to identify opportunities for OVG to support Predictive Maintenance efforts for the Expo Center.

CUSTODIAL MAINTENANCE

The following provides a brief overview of some of the most important custodial maintenance areas we focus on during operations.

THE MASTER CUSTODIAL CHECKLIST

Every location in the venue is prioritized on a master custodial checklist by how often it needs to be checked or cleaned. In many of our venues, tasks are entered in a computerized maintenance management system (CMMS), ensuring that cleaning in every part of the venue is addressed in a timely manner, and preventing areas from going an extended period of time without review. This system also allows us to track the costs associated with maintaining the venue on a monthly basis.

HARD FLOORS AND CARPETS

Flooring is a large capital investment item in a venue, making it imperative that we focus on hard floors and carpets. Detailed cleaning and maintenance methods are provided in the operations manual.

EXTERIOR MAINTENANCE AND LANDSCAPING

Staff regularly assess the venue's exterior to correct defects, pick up trash, shovel snow, and maintain the landscaping's beauty and health before the public arrives.

EQUIPMENT

Frequently used event equipment such as tables, chairs, pipe and drape, dance floors, and staging are checked and maintained continually to prevent permanent damage, and to ensure that an unacceptable piece of equipment is not used during an event. The FF&E investment in these items can amount to millions of dollars, making regular maintenance and cleaning critical.

STAFF TRAINING

The custodial staff members in each OVG-managed venue are trained to safely and efficiently perform the required tasks described in our operations manual. Each task must be completed as efficiently as possible, minimizing the impact on visitors during events. We also require mandatory staff participation in training, and we document each element of our training program.

EMPLOYEE SAFETY

As part of our commitment to provide a safe, secure environment for employees and attendees, OVG has developed a safety plan, which is incorporated into our operations manual for each venue we manage. This safety plan details the procedures and training requirements to be used in handling issues such as blood-borne pathogens, confined spaces, and equipment operation. It also trains staff on handling accidents and accident investigation, electrical safety, and more.

CAPITAL IMPROVEMENTS

OVG will develop and provide to the City of Shawnee an annual capital replacement plan as part of the budget process. Generally, any items below \$5,000 are part of OVG's operating budget, while items over \$5,000 are part of our normal reports, which segment capital improvement projects into three classes:

- Health- and safety-related
- Revenue-generating and expense-reducing
- Cosmetic and replacement-related

ENVIRONMENTALLY CONSCIOUS OPERATIONS

OVG recognizes the increasing importance of managing venues that are "green," or environmentally friendly. To that end, our company-wide energy conservation program, GOAL (Global Operations & Advanced Leadership), aims to heighten environmental awareness and the daily actions taken to make the venues we manage more environmentally friendly. GOAL focuses on environmental sustainability, health and wellness, and equity and social justice in our venues and in our communities. Sustainability is not a black and white issue. There are shades of green. We work with clients to develop a serious plan to make long-term, systemic change. Whether targeting water, carbon, waste materials, indoor air quality, and/or food, even small, targeted changes on any budget can make a world of difference.

What's more, all of our venue management teams actively encourage employees to institute a number of energy-saving practices daily, including:

- Save energy
- Turn off lights when leaving empty offices, conference rooms, and kitchens
- Put computers in sleep mode or shut them off
- Unplug electronics, especially computers, and appliances in office kitchens on weekends
- Use the stairs instead of elevators and escalators
- Save paper and supplies
- Use less paper by printing wisely, re-using paper, and requesting to be removed from unwanted mailing lists

COST CONTAINMENT

What elevates us above our competition is our responsible approach to cost containment. For instance:

- We establish detailed energy consumption baselines for each utility and track at least monthly
- We work with energy management consultants to negotiate favorable utility rates for the venues we manage and to develop conservation programs
- We budget for necessary maintenance, repair and capital improvements
- We test our electrical systems and components annually to ensure they're operating at peak efficiency
- We work with building management software providers, such as Johnson Controls, Honeywell, and Siemens, to improve efficiencies and lower operating costs
- We also explore alternate energy sources and cost-reduction programs, such as thermal ice storage, open market purchasing of energy, co-generation options, and conservation and recycling programs.

OVG MARKETING & BRANDING DIFFERENCE

Oak View Group was created to make a positive disruption in the entertainment and events industry. It is that same philosophy that is applied to our marketing approach at each of the venues. Each of our marketing campaigns begins with a focus on delivering a positive guest experience. That vision is the foundation of our marketing plan and is carried throughout our daily interactions with guests, customers, employees, and the community. We pride ourselves on being innovative in developing marketing campaigns, which shows in our results.

OVG has significant experience in marketing venues and destinations, from the opening and branding process to our proven marketing strategies for events and programs. If selected, we will develop a creative, all-encompassing marketing and communications plan for the Heart of Oklahoma Exposition Center to elevate it to a first rate destination.

CORPORATE MARKETING SUPPORT

OVG is, at our roots, a sales and marketing company, and we are recognized as an industry leader in this area. OVG will provide the Expo Center and our on-site staff with unmatched and dedicated marketing resources from our team of 40+ experienced corporate executives and 150+ venue marketing professionals throughout OVG. This support extends into our venues with dedicated Regional Marketing Directors and subject matter experts who share best practices and resources, discuss new initiatives, monitor the performance of our on-site teams and events, and help overcome marketing challenges, all to drive event attendance.

Resources are also made available through our corporate intranet to ensure each venue-level employee has the tools they need to promote their venues and events and create new events and revenue streams. OVG's marketing teams take the lead in working with our on-site staff, clients, and community stakeholders on self-created events to fill holes in our booking calendars and meet the needs of our community.

MARKETING RESOURCES

Partnering with OVG opens the door to additional marketing resources and tools for your team. Our experienced marketing professionals provide insight into industry trends, best practices, and connect with other venue marketing teams across the U.S. The following is a list of additional resources that you will have access to:

- Monthly Sales & Marketing calls with other venue marketing professionals
- Design ideas and support of Venue Marketing Collateral
- PR support from our Corporate PR team
- PR support through Venuesnow and Pollstar
- Event Marketing Calls (Launch of new tours, brainstorming and sharing, etc.)
- Marketing Toolbox

The Expo Center will also receive support from one of our Regional Marketing Directors. Our Regional Marketing Directors ensure marketers have the best tools and resources available to help support the sales and marketing efforts at each of their venues. The group shares best practices on marketing and public relations, digital marketing, creative ideas on sales blitzes, and event creation. Additionally, our Regional Marketing Directors work one-on-one with each venue's marketing team to ensure they implement these best practices and deliver results to maximize ticket sales.

REGIONAL SUPPORT

OVG has a strong robust support structure in the southwest. With venues spread throughout the southwest, your marketing teams will have the ability to collaborate with our other venues' marketing networks to help amplify the complex's reach. As a hub for innovation and creativity, partnering with OVG will help take marketing initiatives to the next level. The Expo Center will be able to showcase the best of what the region has to offer, from touring events and attractions to top-notch hospitality and experiences. By leveraging the power of OVG's marketing network, the complex will be able to reach a wider audience than ever before.

PROMOTER MINDSET

As venue managers at OVG, we believe it is incumbent upon us to understand where a venue stands in the ecosystem of a concert or event, and how we can better the experience for our event organizers, the artists and attendees alike. Our philosophy is simple: manage with empathy and empower entrepreneurial thinking. Through this, our marketing teams think with a promoter mindset. We help our partners sell more tickets, reach more fans, and sell more experiences. We do not stop working when an event is booked. This is what sets us apart. This is why event organizers everywhere prefer to work with OVG venues than any other.

COLLABORATION WITH LOCAL ORGANIZATIONS

We pride ourselves in the strong relationships we build within our communities. It is important for us to become part of the fabric of the community. Our teams are encouraged to participate in and organize charity activities, work with the local art community to showcase local artists' work, volunteer their time at local non-profits, and engage in networking events. Cultivating strong relationships with local stakeholders, organizations and attractions is important to the success of any venue.

Additionally, our partnerships allow for collaboration on our campaigns. We collaborate with local businesses to create joint advertising campaigns that promote events and premium experiences. For example, we can collaborate with local hotels to create special packages for out-of-town visitors. Our goal is to create complementary experiences and events that would occur simultaneously, allowing guests to explore the region. OVG already has strong relationships with Cops 'N Kids, Shawnee Kiwanis Club, Good Sam's, SMARTS, FMCA and many other regional businesses and non-profits.



360 MARKETING METHOD

360 Marketing Method has become an integral part of making Branding its own department within OVG. The Branding department primarily focuses on the following aspects:

- Back-of-house Activations (tour and artist focused)
- Front-of-house Activations (patrons and community focused)
- Offsite Activations (varies depending on goals but is not located in the building)

Oak View Group values and encourages entrepreneurial thinking. It was the spirit on which we were built. Additionally, with our one-department mentality stretching throughout all of OVG, we connect and collaborate with other venues’ marketing and branding departments to achieve goals and exceed expectations. The purpose is to continue to defy expectations and keep people talking and engaged.

From a local perspective, we will focus on public-facing activations inside the Expo Center. We will create opportunities for patrons to engage with interactive and photo activations incorporating the venue’s brand and/or show branding. These exclusive opportunities will build awareness for the Expo Center.

On a national level, focusing on the non-local guests that walk through the doors of the Expo Center. Creating curated experiences based on our artist interests or fan demographics will make the market a top destination for tours. In creating these experiences, those passing through will continue to talk about their time in market via social media or throughout their day-to-day conversation.

CO-PROMOTING & EVENT CREATION

OVG has vast experience in co-promoting and creating new events at various venues. We understand it is not about just creating an event to fill the dark days, but it is also about creating the best events for the community. When developing events, we start by understanding the events that excel in the market, what content the market is lacking, and aligning our efforts with the correct community partners. If selected, we will emphasize using our existing marketing strategies to increase the number of meaningful events at the Expo Center.

SPONSORSHIP AND SALES PLAN

THE RIGHT PARTNERS FOR THE RIGHT STORY

What makes us unique is that we have experience on all sides of the sponsorship equation; Brand, Properties, Agency and Fan and we understand Shawnee having the honor of serving as the sales arm representing the Expo Center over the last few years.

Our firm has global reach, but also proven experience executing sponsorship programs at the regional and local level with over 200 venues in our portfolio.

We will develop a custom detailed plan tailored to drive success to your venue. A preliminary plan, highlights the key principles of our approach:

- Create a Story
- People: Build a team
- Develop Sales Process
- Brand Approach
- Deploy National Sales Team
- Premium Seating Focus

EVERYONE HAS A STORY

Every Brand. Every Property. Creating and connecting people with those stories is what we do best. We believe in the simple truth if that your story is not remarkable, it is invisible...We are here to help you do the remarkable. We specifically focus on brands who want to communicate a compelling story to their customers, through sports, music and live entertainment. We founded this division of OVG because we are storytellers at heart. We have a passion for combining things in non-obvious ways to create something new, to make something better, to stimulate those around us to think and see the world differently. We believe in the fundamental idea that every success in this business starts and ends with the story a brand wants to tell, not the piece of inventory a property needs to sell. We are founded by creative problem solvers and we are relentless in our pursuit to help our clients drive sales, deepen engagement and build brand love. We will listen to Shawnee and stakeholders, conduct research and add our own personal experiences to develop a new story for the Expo Center that brands will gravitate towards.

This document and its terms and conditions constitute confidential and proprietary information of Oak View Group and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Oak View Group.

APPROACH TO BOOKING, PROMOTING, ADVERTISING, AND MARKETING EVENTS

While a successful event depends largely on strong promotions and great performances, landing that event in the first place depends almost exclusively on rock-solid relationships with the industry's many players. OVG has built a figurative performance stage for sports and entertainment superstars that extends across North America and around the world by developing such relationships with acts, agents, and promoters at the local, regional, national, and international level.

Our corporate booking staff's decades of intense, in-the-trenches involvement — as well as our aggressive pursuit of talent, shows, and special events — means that potentially every venue we partner with, regardless of its size or location, is a part of the industry's conversations around booking and scheduling. As a result, we can land potentially lucrative, high-profile acts for venues that might otherwise not have been considered.

What's more, our booking team is empowered to book as many events as possible (considering the overall parameters established by the venue, of course). The booking directors work in tandem with the corporate team, leveraging OVG resources and access to artists and events already booked in their respective regions. The result? Successful relationships — and successful events.

BOOKING AND SCHEDULING

For OVG, generating event bookings and operating revenue is an ongoing priority. Ultimately, our primary responsibility is to book a full, diverse schedule of events — and to sell as many tickets to these events as possible.

To that end, we'll develop a recommended booking and scheduling policy as part of the operations manual for your venue. Also, we'll recommend a target event mix by category that takes into account the following for each event:

- Your booking priorities
- Economic impact
- Opportunity for other events to occur simultaneously
- Ancillary income potential
- Repeat business potential
- Prime scheduling dates for the primary tenant
- Fit with the community's cultural composition and diversity

EVENT MARKETING

Marketing events continuously evolve year over year. Making an event successful and memorable requires a creative approach to break through the advertising clutter. It takes proactive and engaging campaigns. It requires creating and executing custom Marketing Plans and successful partnerships that position the Expo Center as an entertainment destination. Our marketing philosophy and spirit focus on targeted marketing techniques that engage all our stakeholders within the local community.

Our marketing plans aim to position the Expo Center as first class event and hospitality destinations. This is achieved by strengthening the venue's profile with promoters and event booking personnel, reinforcing the positive working relationships with media and area partners, effectively publicizing events, and exposing Oak View Group personnel to stakeholders and opinion leaders in the local community and throughout the industry.

As leaders in event and destination marketing, our customized sales and marketing campaigns for the Expo Center and their events will consist of the following:

- Relationships with local businesses and organizations to cross-promote events and initiatives
- Maximize non-traditional spaces for revenue-generating opportunities — pre- or post-show parties, VIP experiences, etc.
- Working with the F&B team to create signature food and beverage items that are weaved into our marketing campaigns
- Creative grassroots efforts that can be carried out around Shawnee and surrounding communities (i.e., yard signs, chalking sidewalks, window clings, elevator wraps, banners, etc.)
- Utilize our partners and vendors to help with our marketing efforts. For example, we use our local beverage distributors to distribute posters, tables, tents, rack cards, and other marketing materials to local establishments.
- Work with local universities and marketing clubs to help support our grassroots and other marketing efforts, run student-specific contests, create exclusive event opportunities, and promote special offers
- Creative and engaging social media campaigns that include Heart of Oklahoma Exposition Center venue branded videos, images, fun, and informational content
- Digital marketing campaigns (i.e., retargeting, GEO fencing, social media advertising, display ads, etc.)
- Email marketing campaigns
- Charity initiatives (i.e., drives, donation drop-off, fundraising, educational support, etc.)
- Public relations
- Traditional and non-traditional media buying (i.e., radio, TV, print, outdoor, etc.)
- Focus on increasing the venue's database and adding new users
- Partner with influencers and bloggers to push content
- Third-party partnerships
- Build a customer loyalty program that rewards our fans on their support and feedback
- A dynamic website that we can use to capture data and retarget users
- Focused group-sales efforts on cross-promoting with area partners, tour bus companies, youth organizations, area businesses, and senior citizen organizations
- Work with local churches, PTAs, school boards, administrators, and principals to sell group packages for students; focus on increasing cultural awareness of the arts in the schools

PROMOTER OUTREACH

In order to break through the clutter of competing venues, we have developed dedicated resources and creative initiatives that help the venues stand out above the rest. Along with strong industry and local relationships, we use the following tactics to connect with local and national promoters and tours.

- Trade magazine advertising (Pollstar/Venues Now/ Billboard)
- National conference sponsorships
- Develop video ‘pitches’ for agents/promoters
- Creative branding collateral - Sizzle reels and other video content selling the venue and the Expo Center
- Elevating the venue’s brand with fresh video and images
- Creating a one-of-a-kind back of house experience for artists and tours
- Leverage our relationships with key writers for each trade magazine
- Identifying VIP gifting opportunities to keep Shawnee top of mind
- Joining national organizations (CMA, Grammys, IEBA)
- Promotional campaigns

On the following page, you will find a testimonial from a local promoter, Double B Productions, detailing how OVG is dedicated to fostering these industry relationships.

WORKING WITH VISIT SHAWNEE

The most important relationship within the local hospitality industry exists between Visit Shawnee and the Expo Center. Venues are built to create a greater economic impact on the community by enticing and providing space for groups and teams who utilize hotel rooms, dining establishments, retail establishments, and visit the local attractions all stimulating retail sales and collection of tax dollars.

As competition for amateur sports and meetings industry increases, it’s imperative for the area partners to align goals, resources, and strategies to effectively and successfully market the destination and facility. To ensure this success, we suggest creating a Hospitality Task Force with Visit Shawnee. In our experience, a Task Force of this nature has made a positive impact on the partnerships of the CVB, venue, hotels, attractions and other community partners. Also, it will strongly impact attendees and help deliver a memorable experience while visiting the region.

We suggest the Task Force be comprised of the Visit Shawnee’s and the Expo Center’s sales and marketing teams, local hoteliers, the Shawnee Forward, and other area stakeholders. This group will be tasked with creating synergies to creatively sell and market Shawnee as a top destination. Together, this Task Force will collaborate on long-term and regional sales and marketing efforts, create a welcome program for meeting planners and attendees, brainstorm ideas how to positively impact events with exclusive opportunities, offers, and PR exposure while in the market. To ensure this group is effective and is delivering results, the following structure has proven successful:

- Monthly meetings with all members of the Task Force
- Review and have thoughtful discussion of possible events
- Discussion and collaborative efforts in marketing for tradeshow, advertising, site visits, sales blitzes, and regional marketing efforts
- Review of upcoming events, including event details, PR, communication to the region and local establishments, welcome and hospitality efforts, etc.

This document and its terms and conditions constitute confidential and proprietary information of Oak View Group and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Oak View Group.



OVG SUCCESS AT THE EXPO CENTER

IMPRESSIVE VISITOR NUMBERS

- Garnered 332,200 annual visits in 2023, ranking among Oklahoma’s top 10 visited venues (Placer AI Data).
- Achieved a remarkable 47.8% year-over-year increase in annual visitors over the last 3 years.

EVENT EXCELLENCE

- Hosted approximately 1,200 events, demonstrating resilience amidst the challenges of Covid-19.

REVENUE GROWTH

- Escalated event income from \$211,659 in year 1 to \$728,612 in the last fiscal year closed.
- Recorded a 244% year-over-year increase in event income over the past 3 years.

DIVERSE EVENT MIX

- Clay Walker & Tracy Lawrence
- Ted Nugent
- Kansas
- Jurassic Quest
- Monster Nation
- MotoXtreme Circus
- For King + Country Drive In (During Covid-19)

FISCAL POLICIES AND PROCEDURES

FINANCIAL AND ADMINISTRATIVE PROCESSES

OVG places a strong emphasis on establishing and maintaining proper financial and administrative processes. Our oversight staff has extensive experience in developing accounting and reporting systems specifically for the venue management industry and will work with the City to ensure all financial processes (such as banking, payroll, human resources, accounts receivable, accounts payable, reconciliations, and reporting) are smoothly transitioned.

The Expo Center will operate under a complete set of financial controls that will be developed to fit the needs of the operation. These controls will include the following:

- All activity will be accounted for in accordance with GAAP, in separate set of books, maintained on comprehensive accounting software
- An annual budget will be established and monitored with monthly variance reporting
- Results will be reported to the City on a monthly and regular basis; monthly reports include financial statements and detailed event information
- Strict controls and procedures will be implemented for handling on-site cash, ticketing, and other operating needs
- Proper segregation of duties and oversight approval procedures will be implemented and monitored by corporate staff
- A compliance program will be in place to ensure all financial and contractual obligations are met

Bank accounts will be established to facilitate and record all transactions related to the Expo Center business. All revenues will be deposited into these accounts and all expenditures related directly to operating the facility will be paid from them. This will include amounts due to OVG for the management fee and any direct reimbursables, such as travel or as described herein.

At the close of every year, a certified annual audit will be performed by an independent certified public accounting firm and a certified audit report will be issued. The auditor will be selected through a formal RFP process, and the auditor will be selected based on certain qualitative criteria. The selected auditor will be reviewed by the City before the Auditor is engaged. Upon completion of the audit, a certified audit report will be provided to the City, normally within 120 days.

MAXIMIZING REVENUES

At the heart of our operations lies a commitment to efficiency and success for the venues we manage. We understand the pivotal role we play as venue operators and we prioritize the continual improvement of each venue's performance and overall operation. Through our tailored management approach, we strive to drive positive outcomes, including increased revenues, optimized

occupancy, seamless event management, and improvements to the overall bottom line. Above all, it is our responsibility to safeguard the City's assets, underscoring our dedication to excellence.

The dedicated OVG venue staff are committed to maximizing revenues through thoughtful strategies. Our booking guidelines play a crucial role in this endeavor by ensuring that every business opportunity is carefully matched with the appropriate timing and space within the venue. We believe in maintaining a competitive yet proactive rate schedule for the venues and their services, laying a solid foundation for success. To stay ahead, we regularly review and adjust our rate schedules based on comprehensive comp set surveys to set industry benchmarks. Additionally, we meticulously evaluate and negotiate all third-party agreements to secure the best possible financial terms for the Authority.

To optimize revenues, we aim to implement a transparent framework for adjusting rental fees based on expenditures across food and beverage, IT, and AV services. It's a standard practice in our industry to utilize a rental waiver scale to stay competitive in the market. Yet, equally crucial is the establishment of clear guidelines and ensuring staff adherence to them. Additionally, we plan to offer non-profit rates for eligible groups, considering factors like the day of the week, time of the month or year, and the maximum advance booking period. This holistic approach not only enhances our competitiveness but also fosters transparency and accountability within our operations.

At OVG, our approach to revenue generation is both proactive and strategic, rooted in a deep understanding of the multifaceted needs of Shawnee and its residents. Central to our mission is the establishment of an arena formal booking policy, developed in close coordination with the City's direction. This policy will guide our efforts to curate a dynamic mix of events, including tenant events, touring entertainment shows, sporting competitions, conventions, conferences, tradeshow, meetings, weddings, and community-oriented gatherings. We are committed to crafting an event mix that not only generates revenue but also enriches the economic and cultural landscape of the City. Our aim is to deliver a broad array of experiences, spanning cultural, educational, entertainment, sporting, and community-focused events, tailored to meet the diverse demands of the greater Shawnee marketplace.

In our pursuit of this goal, we foster strong partnerships with key stakeholders, including Visit Shawnee, local hotels, and hospitality industry partners. Through collaborative efforts, we aggressively promote and market our facilities, strategically positioning Shawnee as a premier destination for regional and national events. By attracting such events, we aim to maximize the economic impact on the region, driving hotel room bookings, food and beverage sales, entertainment spending, transportation, and other direct expenditures. Our confident and warm approach ensures that every endeavor is met with enthusiasm and dedication, further solidifying OVG's commitment to the prosperity and vibrancy of Shawnee.

MINIMIZING ANNUAL OPERATING EXPENSES

In our commitment to supporting our clients and maximizing their revenues, OVG goes the extra mile to minimize annual operating expenses. Our approach involves carefully managing energy costs by establishing comprehensive baselines for energy consumption at each venue. We collaborate with energy management experts to negotiate fair utility rates, regularly assess electrical systems for optimal efficiency, and diligently budget for maintenance, repairs, and capital improvements. Transparency is paramount in our venue management and operations. We provide our clients with detailed financial reports on a weekly, monthly, and annual basis, prioritizing expense reduction and offering direct access to OVG's corporate support team through a straightforward reporting structure.

MANAGEMENT AND FINANCIAL REPORTS

OVG depends on several tools to hold us accountable on our financial performance. Effective and timely communication with the City cannot be overstated, and our General Manager will take the lead to ensure OVG is meeting the requirements of the City. While the reporting function is subject to continuous improvement, we recommend the following as a starting point for further discussion:

- Written Weekly Reports/Updates to the Contract Administrator
 - Includes Executive Summary of notable activity
 - Sales Bookings
 - Customer Correspondence
 - Press Articles
 - Relevant Industry Related Articles
 - Written Monthly Reports/Updates
 - Sales Bookings and Sales Activity
 - Events On-the-Books (by year)
 - Press Articles
- Written Annual Reports/Updates
 - Messages from the General Manager, Mayor, Contract Administrator, CVB
 - Summary of prior year's accomplishments
 - Venue Overview
 - Staffing
 - Customer Service
- Monthly financial reports to clients
 - Actual results (monthly and year-to-date)
 - Current & year-to-date vs. budget and vs. prior year
 - Comments on every variance
- PR Activity
- Website Summary
- Critical Issues
- Financial Performance
- Communication Issues
- Quality Issues
- Department Recaps
- Turnover
- Successes
- Survey Results & Customer Comments
- Partners
- Financial Performance
- Market Segment Summary
- Community Involvement
- Client Testimonials
- Signature Events
- Future Outlook

FUNCTIONAL RELATIONSHIPS, REPORTING AND POINT OF CONTACT WITH STAKEHOLDERS

OVG strongly values meaningful relationships with our clients and stakeholders based on open and frequent communication. We believe in a transparent process that promotes sharing responsibility for common objectives, supporting each other, and holding each other accountable.

As part of our efforts, we will establish a cadence of status meetings with the City. We believe in the “no-surprises” rule. Our status meetings will not only detail performance and issues to address in real time, but will also present look-aheads to anticipate any challenges to address or opportunities to capitalize on.

Regarding our relationships with subcontractors/vendors like our building vendor partners or key hoteliers, we will establish numerous touch points at every level of our team to actively plan and execute.

PERFORMANCE MEASUREMENTS

While the reporting function is subject to continuous communication, we will institute the following reports as a starting point:

- Written Weekly Reports/Updates to the Contract Administrator
- Executive Marketing Plan
- Event booking updates by market category and sales associate
- Monthly Financial Reports showing results by event category
- Sales Activity Reports by sales associate
- Occupancy Reports by space
- type or room
- Annual Budget
- Events by Event Flash Reports
- Housekeeping Report
- Maintenance requests
- Customer correspondence and surveys
- Survey response benchmarking
- Staffing Reports
- Annual Reports

In addition to management reports, OVG will communicate and host weekly production meetings reviewing upcoming event activity and will go over past events. Departments and groups invited to this weekly event production meeting will include:

- Contract Administrator for the City
- Police and Public Safety Department
- Parking and Transportation Services
- Facilities Department
- All third-party contractors including F&B, IT, AV, Decorators and Union
- Expo Center Staff
- Other community officials (if appropriate)

HEART OF OKLAHOMA EXPO CENTER

FINANCIAL PROPOSAL

At Oak View Group, we believe in the power of partnership and creating financial proposals that represent a true partnership. We have significant interest in continuing to manage the Heart of Oklahoma Expo Center, a relationship we created five years ago. The deal structure below represents features of our existing contract along with incentives that align with industry standards.

TERM

Oakview Group proposes a contract term of five (5) years with two five (5) year renewal options. Renewals will be mutually agreed between OVG and the City of Shawnee.

BASE MANAGEMENT FEE

Base Management Fee of one hundred and fifty-two thousand dollars (\$152,000) annually with CPI increases for the lifetime of the contract.

F&B FEE

OVG Hospitality proposes to earn Five (5%) of gross food and beverage sales.

GLOBAL PARTNERSHIP FEE

OVG proposes to earn twenty percent (20%) of gross sponsorship and premium sales revenue.

QUALITATIVE MANAGEMENT FEE

OVG proposes to earn a qualitative Fee of twenty-five thousand (25,000) annually with CPI increases for the lifetime of the contract. Qualitative fee will be based on achievement benchmarks mutually agreed to by OVG and the City of Shawnee.

WILLINGNESS TO NEGOTIATE

Oak View Group is willing to negotiate any fair and reasonable alternative(s) to this Financial Proposal. All compensation proposals are subject to approval by Oak View Group's Board of Directors.

PROFORMA

OVG Corporate Finance did produce an operating proforma forecasting the next five (5) years of Expo Center operations. However, due to the page limit, we were unable to insert it into our Response but it is available upon request.

BUSINESS LICENSE

OFFICE OF THE SECRETARY OF STATE



**AMENDED
CERTIFICATE
OF
REGISTRATION OF LIMITED PARTNERSHIP**

WHEREAS, GLOBAL SPECTRUM, L.P.

organized under the laws of the State of DELAWARE has filed in the office of the Secretary of State duly authenticated evidence of its organization and application for Certificate of Registration to transact business in this State, as provided by the laws of the State of Oklahoma.

NOW THEREFORE, I, the undersigned, Secretary of State of the State of Oklahoma, by virtue of the powers vested in me by law, do hereby issue this Amended Certificate of Registration evidencing such filing.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the Great Seal of the State of Oklahoma.



*Filed in the city of Oklahoma City this
6th day of April, 2017.*

[Handwritten Signature]

Secretary of State



2.3.5
**YEARS
IN BUSINESS**



COMPANY HISTORY

Oak View Group (OVG) is the global leader in live experience venue development, offering expert management, premium hospitality services, and 360-degree solutions for an elite collection of owned and operated destinations in North America and Western Europe.

OVG was founded by Tim Leiweke and Irving Azoff in 2015, and we currently have 12 major new arenas either open or under development including: Climate Pledge Arena at Seattle Center; UBS Arena in Belmont Park, NY; Moody Center in Austin; Acrisure Arena in Greater Palm Springs, CA; and CFG Bank Arena in Baltimore; as well as arena development projects for Co-op Live in Manchester, UK; Anhembi Arena in São Paulo, Brazil; FirstOntario Centre Arena in Hamilton, ON; Lagos Arena in Lagos, Nigeria; a new arena and entertainment district in Las Vegas; and new arenas in Cardiff, Wales, and Vienna, Austria.

Through our various divisions, we are committed to elevating expectations for premium events and culinary offerings in venues across the world. This includes unique experiences, gracious hospitality, imaginative menus, and holistic venue management solutions gleaned from our extensive background honed through extensive knowledge and an elite roster of arenas, stadiums, theatres, convention centers, and more in communities worldwide. For more information, visit OakViewGroup.com, and follow OVG on Facebook, Instagram, LinkedIn, and X.

YEARS IN BUSINESS

Five (5) Years as OVG (Spectra 20+ yrs)

EXPERIENCE THROUGH OUR HISTORY

On November 24, 2021, Spectra merged with Oak View Group. With Spectra being one of the industry's leading venue management and hospitality providers, this merger has brought together two dominant industry forces with complementary capabilities that, together, can deliver a broad array of services to our partners.

Through this acquisition, we have blended the two most entrepreneurial and innovative companies in sports, entertainment, and hospitality to redefine facility management and venue services. OVG's core competencies in arena development, concert bookings, and corporate sponsorships, coupled with Spectra's leadership in the convention center market and sales and marketing, creates a full-service solution that delivers a compelling and highly competitive set of offerings to meet evolving needs.

LEGAL STRUCTURE

Global Spectrum, LP., d/b/a OVG360 is a Limited Partnership.



2.3.6

COMPANY PROJECT TEAM

COMPANY PROJECT TEAM

At Oak View Group (OVG), our team comprises seasoned industry veterans boasting extensive experience across various sectors of sports, hospitality, and entertainment. For years, we have engrained our current staff in with the Shawnee community to ensure a great experience for every guest that enters the Expo Center, as well as a fluid partnership with the City of Shawnee and its key stakeholders. For your convenience, short biographies of our key staff members' resumes, who will be entrusted with the management and marketing of the Expo Center.

CLAUDIO OLIVEIRA

DISTRICT GENERAL MANAGER

Claudio oversees multiple venues in Texas and Oklahoma, demonstrating exemplary leadership in navigating post-pandemic operational challenges and fostering strong client relationships.

Prior to this role, Claudio held the position of General Manager at Ford Park Entertainment Complex in Beaumont, TX, where he orchestrated remarkable achievements including securing lucrative partnerships, increasing event bookings, and spearheading community benefit initiatives such as the "Concert For the Coast" fundraiser.

With a background in marketing management from St. Peter's University, Claudio has consistently demonstrated business acumen and leadership skills throughout his career. His dedication to excellence has been recognized through various awards, including induction into the Beaumont Convention & Visitor's Bureau "Hall of Fame" and receipt of the "Champion for Business" award by the Princeton Regional Chamber of Commerce.

FRANK ABBOTT

GENERAL MANAGER, HEART OF OKLAHOMA EXPOSITION CENTER

Frank is a seasoned professional with over 20 years of experience in event management, facility & arena management, and marketing in the Special Event and Agricultural Industry. With a track record of success in securing funding, leading multimillion-dollar capital improvement projects, and driving significant sponsorship growth, Frank excels in delivering top-tier customer experiences.

As the General Manager at Oak View Group, he oversees event management at the Heart of Oklahoma Event Center, demonstrating his expertise in identifying creative sponsorship opportunities and fostering community involvement. Frank's achievements include revitalizing facilities, increasing event bookings, and effectively communicating complex ideas to diverse audiences. With a background in managing major events like the Houston Livestock Show & Rodeo, Frank brings extensive experience in budget management, contract negotiation, and safety protocol implementation. Committed to continuous professional development, Frank is highly skilled in event booking software and various design and multimedia tools.

KEN STAFFORD

F&B MANAGER, HEART OF OKLAHOMA EXPOSITION CENTER

Ken brings over 30 years of hospitality expertise. His diverse background includes ownership of Droffats Inc. for two decades, renowned for its excellence in dining, catering, and concessions in Shawnee, Oklahoma. Prior to this, he founded Staffco Inc., a successful venture in Oklahoma City. Ken's community commitment is evident through his leadership roles in organizations like the Shawnee Convention and Visitors Bureau and the Shawnee Police Foundation. His education at Shawnee High School and attendance at the University of Oklahoma and Northeastern Oklahoma State underpin his extensive experience. Today, Ken Stafford and the Droffats Catering team deliver unparalleled service, offering customizable menus for any occasion.

DANELL HUNT

DIRECTOR OF FINANCE, HEART OF OKLAHOMA EXPOSITION CENTER

Danell Hunt is a seasoned Accounting Professional with a solid work history and extensive experience in top-level management. As the Director of Finance at the Heart of Oklahoma Expo Center, Danell showcases exceptional leadership and financial management skills. Previously serving as a Controller at Baytide Petroleum, Inc and an Office Administrator at DE Holman Distributing, Inc, Danell has honed her expertise in various aspects of accounting and office administration. With a Bachelor of Science in Accounting from East Central University, Danell brings a strong educational background to her role, complemented by proficiency in software such as QuickBooks, Great Plains, and Microsoft. Her skills encompass cash and accrual accounting, financial statement analysis, cash flow management, and payroll processing. Danell is a self-starter who excels in working independently while providing crucial support to executives. She seeks opportunities to leverage her current qualities and expand her knowledge in the accounting profession.



2.3.7-8

SUBCONTRACTED WORK



2.3.7 SUBCONTRACTED SERVICES

Engaging with third-party contractors can be cost-effective. But that's not all – we're proud to support local businesses by partnering with franchises and vendors right here in our community. This way, we're not just saving you money; we're also giving back and fostering local connections. Our decision to subcontract services depends on factors unique to the market and venue, including:

- Availability of quality part-time labor
- Competitive nature of the subcontracted services
- Opportunity for Net Savings
- Ability of contractors to provide specialized services

CONTRACT NEGOTIATIONS

When it comes to negotiating contracts for significant services, our approach is to start by crafting a Request for Proposal (RFP) that lays out the scope of services and the expected contract price in clear terms. We carefully review the proposals we receive, considering local factors and comparing them against benchmarks from similar services in our other managed venues. From there, we negotiate with the bidders to secure the best possible value for our client. It's all about ensuring that the services provided not only meet but exceed our client's expectations.

Not only will the Expo Center be receiving top-notch services and supplies, but through a special national pricing program we're able to secure discounts that many venues can't access on their own. What does this mean for you? Well, it means significant savings! On average, our clients enjoy up to 65% off on office supplies, up to 39% off on shipping, and up to 30% off on national advertising.

From internet services to pest control, elevator/escalator maintenance to landscape upkeep, we've got you covered.

SUPPLIER DIVERSITY PROGRAM

OVG's goal is to build and maintain an inclusive supplier diversity program that provides maximum opportunity for small and diverse businesses to become OVG vendors. By providing local, small, and diverse businesses opportunities to work with us, we foster economic inclusivity and ensure a positive impact is made in the communities where we operate. Additional overview of our Supplier Diversity Program is provided in the Supplemental Information section.

OVG is firmly committed to promoting and advancing the meaningful participation of MWBE businesses in our industry and have a history of demonstrating the advocacy and inclusion for such firms in our business activities and practices. Through our strong local and corporate commitment, we will work diligently to establish a structured MWBE program that is reflective of the Shawnee community and will enable OVG to incorporate new businesses into the Expo Center.

To create an inclusive and small business-friendly process to incorporate new partners, we will use the following approach:

STRATEGIC OUTREACH AND COMMUNICATIONS

- Create a coordinated outreach strategy to ensure continuous engagement.
- Perform targeted outreach to M/WBEs who have not worked with the City, Expo Center, or OVG
- Conduct office hours for one-on-one sessions with team members and prospective partners.
- Conduct industry forums as well as virtual and in person outreach events to inform interested parties of opportunities with the program. The intent is to "meet M/WBEs where they are."
- Develop educational programs for future aspiring M/WBEs and provide training opportunities.
- Track and maintain a database of firms contacted for each opportunity.

UTILIZATION PLANNING

- Develop opportunity within scopes of business and review options for breaking down scopes to align with the capabilities and availability of small businesses.
- Incorporate flow-down contractual requirements, to incorporate new firms into lower tiers.
- Incorporate outreach and engagement during procurement to ensure that M/WBEs "don't get lost" in the solicitation process.
- Unbundle and target meaningful procurements to ensure M/WBEs are able to bid competitively.

STRATEGY FOR PROCUREMENT

OVG has a proven and effective process for ensuring meaningful participation, solicitation/procurement, and strategies to enhance M/WBE participation across multiple services provided at the Expo Center. Our strategy for inclusion consists of several steps – including identification of business opportunities and outreach to qualified M/WBE firms that possess the credentials and track record of performance in their respective disciplines. For each opportunity, we will align opportunity with capability. We will also ensure M/WBEs who may be in the early stages of building their business have access to opportunities and are provided with an assessment of how to scale for optimal participation. OVG strives to create a robust, unified, and creative approach in its partnerships with local small business and in particular the Shawnee M/WBE community.

PROCUREMENT

When procuring goods and/or services, OVG is always interested in obtaining the highest quality of service for the best possible value. However, it is equally important that local, especially Shawnee-based, M/WBE vendors have an equal and fair opportunity to be considered. As part of our regular procurement process, OVG uses solicitation documents including Request for Proposals to obtain proposals from qualified vendors, with an emphasis on local participation.

OVG has a demonstrated history of embracing minority and women-owned businesses in its business activities as joint venture partners, managers, employees, subcontractors and vendors. OVG recognizes that government entities and private companies bear a special and continuing responsibility to make serious efforts to help M/WBEs thrive.

MATCHING MWBES WITH CONTRACTING OPPORTUNITIES

OVG will go beyond simply posting bids for M/WBEs. We will:

- Provide notice to qualified M/WBEs of available procurement opportunities. The notification process will include informing targeted M/WBEs of scheduled pre-bid meetings, scopes of work, bid specifications, plan details, bid due date, and other relevant information
- Follow-up with M/WBEs after initial contact to encourage actual participation in the bidding process
- Inform M/WBEs about the actual bidding process and resources that are available to them to facilitate their participation, such as bonding, technical, and financial assistance

2.3.8 SUBCONTRACTOR LIST

OVG currently does not utilize any subcontractors at the Heart of Oklahoma Exposition Center, in terms of utilizing external support. Should the need arise for repairs or maintenance, such as for a weed eater or HVAC system, or addressing storm-related electrical issues, we engage the necessary services on an as-needed basis, without formal contracts.

Our food and beverage staff, excluding our F&B manager, are part-time employees. The current staff at the Expo Center have done a superb job collectively maintaining cleaning duties internally, while mechanical concerns typically are run through the fire system. In instances of frozen pipes, we promptly contact a trusted company to address the issue.

If we elect to subcontract any services, OVG would respectfully request the right to source additional subcontractors. In doing so, we will submit a list of such subcontractors to the City, including their qualifications and experience, as well as sub-contract terms and conditions, and subcontractor compensation or subcontractor billing rate.



2.3.9

**COMPANY
EXPERIENCE AND
CLIENT REFERENCES**



COMPANY EXPERIENCE

The City of Shawnee and the Heart of Oklahoma Expo Center's partnership with Oak View Group (OVG) shows how committed we are to managing venues with excellence. In the last five years, we've successfully managed two similar projects nearby. We've worked on projects like the Stride Bank Center in Enid, OK, and the Stormont Vail Events Center in Topeka, KS.

Here at OVG, we believe in providing great service while also being socially responsible. We're growing fast because we focus on doing things differently in the entertainment and hospitality industries. We're proud of the team culture we've built. People choose us because we're not too big, our team knows their stuff, and our managers are easy to reach. Plus, we've done well financially managing venues.

You can find more details about our successes at these venues in this section.



CONTRACT ADMINISTRATOR

Jerald Gilbert
580.616.7245
jgilbert@enid.org

ADDRESS

301 Independence St.
Enid, OK 73701
580.616.7380

GENERAL MANAGER

Jeff Bemis
jeffrey.bemis@oakviewgroup.com

STRIDE BANK CENTER

VENUE OVERVIEW:

VENUE CAPACITY: 5,000

DMA RANKING: 33

OVG'S ROLE:

- Complete Venue Management Services
- Food Services and Hospitality

LENGTH OF TIME PROVIDING SERVICE: 2013 - Present

FOOD AND BEVERAGE PROVIDER: In-House

TICKETING SERVICE PROVIDER: Ticketmaster

NOTABLE EVENTS & ACCOMPLISHMENTS:

- Host over 365 events annually
- 8 Sold Out Shows - Darius Rucker, Reba, Little Big Town, Alan Jackson, Disney Live, Willie Nelson, Championship Bull Riding, Gabriel "Fluffy" Iglesias
- Re-Opening of Convention Hall & Building of Event Center
- Secured Naming Rights Partner Stride Bank
- Hosted National Events - Fireball Run & American Kite Flyers, Powered with 100% Renewable Energy - OG&E Wind Power
- Hosted 2023 Oklahoma's Governor Pre-Inaugural Ball
- Hosted 75th United States Air Force Ball

SUMMARY:

Situated in the heart of Downtown Enid, Oklahoma, the Stride Bank Center stands as the ultimate destination for live entertainment and conventions in Northwest Oklahoma. Boasting a 5,000-seat arena, this premier facility hosts an array of world-class concerts, athletic events, trade shows, conventions, and grand banquets.

Owned by the City of Enid, the Stride Bank Center has been a beacon of cultural and economic vitality since its opening in June 2013. Its strategic location not only enriches the local community but also draws visitors from across the region, bolstering Enid's economic landscape.

Beyond its impressive arena, the center offers versatile convention space, including multiple ballrooms ideal for meetings, conferences, weddings, and banquets of any scale. With in-house catering and a dedicated staff passionate about delivering exceptional experiences, the Stride Bank Center ensures seamless convenience, making it the preferred choice for all-inclusive events under one roof.

CONTRACT ADMINISTRATOR
 Rick Eckert
 785.251.4042
 rick.eckert@snco.us

ADDRESS
 1 Expocentre Dr.
 Topeka, KS 66612-1442
 785..235.1986

GENERAL MANAGER
 Kellen Seitz
 kellen.seitz@oakviewgroup.com



STORMONT VAIL EVENTS CENTER

VENUE OVERVIEW:

VENUE CAPACITY: 10,000

DMA RANKING: 33

OVG'S ROLE:

- Consulting
- Complete Venue Management Services
- Partnerships - Premium Seating Sales
- Partnerships - Naming Rights
- Partnerships - Sponsorship Sales

LENGTH OF TIME PROVIDING SERVICE: 2017 - Present

FOOD AND BEVERAGE PROVIDER: OVG Hospitality

TICKETING SERVICE PROVIDER: Ticketmaster

NOTABLE EVENTS & ACCOMPLISHMENTS:

- PRCA New Years Eve Extreme Bulls
- URA World Final Rodeo
- Blizzard Bash
- Cirque Du Soleil
- NBHA State Finals
- Cowgirl Tough Barrel Bash
- Hope in the Heartland
- Kansas Reigning Horse Association

SUMMARY:

The Stormont Vail Events Center is a premier convention and live entertainment center in the Midwest; there is an exciting new renovation paired with historic buildings creating a storied, state-of-the-art facility. There is a professional, motivated, and enthusiastic staff that works hard to provide successful events and lifelong memories to all citizens of not only Topeka, but all of Kansas. Events range from family shows to concerts, Demolition Derby to horse shows, sporting events to trade shows and conventions, the facilities serve an vital role in boosting tourism and local traffic to restaurants, and retail to the ever growing and developing Topeka, Kansas.

Landon Arena, boasting a 10,000 person capacity, is climate controlled and features computerized lighting, closed-circuit TV security, a state-of-the-art sound system, a 13-foot drive-in entrance, plenty of power, and built-in ice capabilities. This facility also hosts volleyball, boxing, wrestling, basketball, along with family shows, exhibitions and even high school graduation.

This document and its terms and conditions constitute confidential and proprietary information of Oak View Group and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Oak View Group.



2.3.10

LITIGATION HISTORY



OVG'S FIVE YEAR HISTORY

We've become a world leader in our industry by consistently proposing innovative solutions. What sets us apart even more is our unwavering commitment to delivering exceptional results for our clients' diverse range of venues, which includes arenas, convention centers, stadiums, multipurpose civic centers, conference facilities, theaters, ice rinks, fairground and equestrian centers, and an array of other event spaces. The foundation of OVG's success, and the success of our partners, is built on a foundation of vast corporate resources, rock-solid industry relationships, an unmatched team of readily accessible senior management and corporate support, and superior customer service.

Below is a list of clients that OVG has added to our portfolio in the last five years.

-
- Albany Municipal Auditorium at Flint River Entertainment Complex (Albany, GA)
 - American Bank Center Convention Center (Corpus Christi, TX)
 - BOK Center & Cox Business Convention Center (Tulsa, OK)
 - Bon Secours Wellness Arena (Greenville, SC)
 - Centene Community Ice Complex/St. Louis Blues Practice Center (Maryland Heights, MO)
 - Charleston Coliseum & Convention Center (Charleston, WV)
 - CHI Health Center (Omaha, NE)
 - Climate Pledge Arena (Seattle, WA)
 - Dallas Fair Park (Dallas, TX)
 - EnMarket Arena and Johnny Mercer Theatre (Savannah, GA)
 - Federal Way Performing Arts and Event Center (Federal Way, WA)
 - Fertitta Center, Cougar Softball Stadium, TDECU Stadium, & Athletic Facilities, University of Houston (Houston, TX)
 - First Interstate Arena (Billings, MT)
 - FirstOntario Centre (Hamilton, ON, Canada)
 - Five Sullivan Brothers Convention Center (waterloo, IA)
 - Fort Smith Convention Center (Fort Smith, AR)
 - Fredericksburg Convention Center (Fredericksburg, VA)
 - Greenville Convention Center (Greenville, NC)
 - Heart of Oklahoma Expo Center (Shawnee, OK)
 - Hertz Arena (Estero, FL)
 - IX Center (Cleveland, OH)
 - Kay Bailey Hutchison Convention Center (Dallas, TX)
 - Lexington Convention Center, Rupp Arena, Lexington Opera House (Lexington, KY)
 - Liberty First Credit Union Arena and Community Ice Rink (Ralston, NE)
 - Lynnwood Convention Center (Lynnwood, WA)
 - McCormick Place & Arie Crown Theater (Chicago, IL)
 - Moody Center, University of Texas at Austin
 - Mosaic Place (Moose Jaw, SK, Canada)
 - Mullett Arena, Arizona State University (Tempe, AZ)
 - Navy Pier (Chicago, IL)
 - Owensboro Convention Center (Owensboro, KY)
 - Pan American Center, New Mexico State University (Las Cruces, NM)
 - Penticton Trade & Convention Center (Penticton, BC, Canada)
 - PPG Paints Arena (Pittsburgh, PA)
 - Richard M. Borchard Fairgrounds (Robbstown, TX)
 - Santa Clara Convention Center (Santa Clara, CA)
 - Siouxland Expo Center (Sioux City, IA)
 - Snapdragon Stadium, San Diego State University (San Diego, CA)
 - Spokane Arena (Spokane, WA)
 - Stormont Vail Events Center (Topeka, KS)
 - Swiftel Center (Brookings, SD)
 - Tahoe South Events Center (Stateline, NV)
 - TD Station (St. John NB, Canada)
 - Terre Haute Convention Center (Terre Haute, IN)
 - Thompson-Boling Arena, University of Tennessee (Knoxville, TN)
 - Tony's Pizza Event Center (Salina, KS)
 - Total Mortgage Arena (Bridgeport, CT)
 - Tyson Events Center (Sioux City, IA)
 - UBS Arena (Elmwood, NY)
 - UPMC Event Center, Robert Morris University (Moon, PA)
 - Virginia Credit Union Stadium (Fredericksburg, VA)
 - VSU Multi-Purpose Center, Virginia State (Petersburg, VA)
 - Waterloo Convention Center (Waterloo, IA)
 - Xstream Arena, Coral Ridge Mall Ice Arena, & GreenState Family Fieldhouse (Coralville, IA)

FORMER CLIENTS

Since we began doing business, we have never had a management contract terminated for cause. We have had some contracts that were discontinued for reasons unrelated to our performance. Below and on the following pages are examples from the past five (5) years outlining occasions where a contract has not been renewed when renewing was an option. Note that through 2021, all former clients were that of Spectra Venue Management (acquired by OVG in 2021).

2020

Alaska Airlines Center, Anchorage, AK

Reason for Contract Loss: Mutually agreed upon termination of contract

Contact: Monica Kane, Interim Dir. of Bus. Services, 3211 Providence Drive, Anchorage, AK 99515 | mekane@alaska.edu | 907-786-1030

Du Arena & Du Forum, Abu Dhabi, UAE

Reason for Contract Loss: Due to a change of use in the facilities, our management contract was not renewed at the end of its term.

Contact: Alexis Dijksterhuis, VP, Strat. Planning & New Bus, Flash Entertainment, Khalifa Park, Abu Dhabi, UAE | +971 02 5098009 | Alexis@thinkflash.ae

2021

Roswell Convention Center, Roswell, NM

Reason for Contract Loss: Mutually agreed upon termination of contract

Contact: Joe Need, City Manager, City of Roswell, 575-637-6269
Wichita Falls MPEC, Wichita Falls, TX

Abbotsford Centre, Abbotsford, BC

Reason for Contract Loss: NHL Canucks organization assumed management upon our contract expiration as part of their agreement with the City to bring their AHL team to the venue.

Contact: Scott Hill, Manager, Rec Svcs.; 2499 McMillan Road, Abbotsford, BC V3G 1C4; P: 604-557-4401; shill@abbotsford.ca

Conf. & Event Centre Niagara Falls, Niagara Falls, NY

Reason for Contract Loss: Client took management in-house

Contact: Anthony Vilardo, President, USA Niagara Corp., 222 1st St #7, Niagara Falls, NY 14303; P: 716-284-2556; anthony.vilardo@ess.ny.gov

2022

Carteret Performing Arts Center

Reason for Contract Loss: Client took management in-house

Client Tenure: 5 years

Contact: Mark Hruska; 40 Roosevelt Ave Carteret, NJ 07008; hruskam@carteret.net; 732-541-3890

Singapore Sports Hub

Reason for Contract Loss: Client took management in-house

Client Tenure: 12 years

Contact: Bryn Jones, InfaRed Capital Partners Limited, Level 7, One Batholomew Close, Barts Square, London, EC1A 7BL; P: +44 (0)20 7484 1720; E: Bryn.Jones@ircp.com

2023

Jackson Convention Complex, Jackson, MS

Reason for Contract Loss: Mutually agreed upon termination of contract

Client Tenure: 3 years

Contact: Fred Banks, Chair of the CCCCC; 105 E. Pascagoula Street Jackson, MS 39201; Fred.Banks@phelps.com; P: (601) 960-2321

LITIGATION HISTORY

While there are certain prior and pending lawsuits involving Oak View Group (OVG) or its subsidiaries, all such lawsuits are in the ordinary course, and none are material to, or would impact the services to be provided by OVG under the definitive Agreement. We would also like to note that any current or pending litigation will not have an adverse financial effect on the performance of the project.



2.3.11

CERTIFICATION OF WBE, MBE, OR DBE



CERTIFICATION OF WBE, MBE OR DBE

Although Oak View Group (OVG) is not a certified WBE, MBE or DBE, OVG believes in the power of a diverse community and the valuable impact that differentiated experiences have on the business, regardless of race, gender identity, sexual orientation, religion, nationality, socioeconomic status, and mental or physical ability.

M/WBE PLAN

OUR VISION: BUILDING A DIVERSE AND INCLUSIVE COMMUNITY

OVG believes in the power of a diverse community and the valuable impact that differentiated experiences have on the business, regardless of race, gender identity, sexual orientation, religion, nationality, socioeconomic status, and mental or physical ability. We believe that actionable, long-lasting change is driven by intentional practices, which is why our focus is on building a diverse workforce, cultivating an inclusive workplace, and enhancing our marketplace so that it delivers meaningful culturally relevant products and services. Our diversity, equity, and inclusion programs and initiatives are focused around three pillars: (1) **Workforce**, (2) **Workplace**, and (3) **Marketplace**.

WORKFORCE

OVG places a great emphasis on the diversity of our workplaces. For OVG, this practice starts at our corporate office, with our Talent Acquisition department, which implements policies and procedures, networks with appropriate organizations, and provides our on-site teams with necessary resources and contacts. We are committed to implementing programs that address systemic inequities and provide the support and tools necessary to create an equitable environment for all. We do so by providing ongoing support for the community through recruiting, training, and placement assistance as well as career enhancement and development opportunities to the underrepresented and disadvantaged populations. Such efforts will ultimately strengthen the communities in which we operate. We actively seek out and engage local recruitment organizations and outreach associations whose goals align with ours in extending employment opportunities to the underserved and disadvantaged members of the communities in which we operate.

To facilitate achievement of diversity hiring goals, OVG implements job notification and referral procedures, including:

- Online posting of job announcements on our hiring website to invite local residents to apply for positions
- Distribution of notifications of employment opportunities to community organizations
- Participation in local job fairs to recruit residents for open and upcoming positions (or hosting a job fair if demand is sufficient)
- Activating social media channels for on-line networking and “grassroots” communication to connect with people where they are

BUILDING A DIVERSE PIPELINE

OVG is proud of our HBCU initiative, the goal of which is to increase the number of diverse applicants through all facets of OVG. We partner with Historically Black Colleges and Universities in our respective regions to expose students to our industry and provide them with experiential opportunities.

WORKPLACE

OVG ensures that opportunities to conduct business with our managed properties are available to small and disadvantaged businesses in our communities (Disadvantaged Business Enterprises or “DBEs”). We conduct in-depth research to determine the availability of local resources that help us connect to small businesses, including those owned and operated by women, minorities, the disabled, and veterans.

OVG’S LIMITLESS DE&I CONVERSATIONS

OVG continues to build upon conversations about diversity, equity, and inclusion taking place throughout our community and as well as nationally by offering culturally-relevant, participatory, action-oriented sessions, and content. From our ERG-led programs, to our community conversation series, to ERG-led book clubs, to our must-read DE&I newsletters that celebrate every cultural heritage month, our ERGs continually provide compelling content for our team members.

EMPLOYEE RESOURCE GROUPS (“ERGS”)

Governed by our Diversity, Equity & Inclusion Council, we have resource groups available to our employees. An employee resource group, or ERG, is a voluntary, employee-led group that consists of individuals in the company joining together based on common interests, backgrounds, or demographic factors. It is a forum to meet like-minded people, raise awareness on key issues, and share our culture and values. ERGs create communities in the workplace based on shared characteristics or life experiences. They focus on building community, providing support, and contributing to personal and professional development. These groups often work together to move us forward as an organization to constantly strive to be better.

MARKETPLACE

OVG ensures that opportunities to conduct business with our managed properties are available to small businesses and Disadvantaged Business Enterprises (DBEs) in our communities, including those owned and operated by women, minorities, the disabled, and veterans.

LOCAL ECONOMIC INCLUSION POLICY

We are committed to enhancing economic opportunities for minority-owned, women-owned, and other disadvantaged business enterprises throughout the operations of our venues. We establish and implement economic inclusion plans in each market we operate by adopting policies of enhanced economic opportunity with respect to our own contracting and purchasing, and we seek to influence our contractors, subcontractors, and vendors to abide by the spirit and intent of the policy.

GOAL-SETTING PROCESS

The old adage, “what gets measured gets done,” certainly applies to supplier diversity and utilization. The centerpiece of our business contracting initiatives are the goal-setting process. Our approach is to develop an annual procurement forecast by commodities/ services, and to develop specific goals for all procurement categories that align with our clients’ goals.

GOALS = PERFORMANCE EVALUATIONS

The companion to goal-setting is accountability. We incorporate the commodity/service-specific goals into the performance evaluations of our buyers, commodity managers, and key decision-makers.

BUYER AND KEY MANAGER TRAINING

It is essential that all buyers and senior managers be trained on the importance of utilization and maximizing participation strategies. We conduct briefings for all senior leaders to share the goals and objectives of our contracting initiatives and relevant KPIs to ensure success. We also conduct more in-depth training sessions for facilities’ employees with purchasing responsibilities to ensure they understand the program, how to use the tools that support the program, and their role in making the program successful.

COMPREHENSIVE OUTREACH PROGRAM: OVG’s strategic research and development approach to understanding small and emerging businesses results in the creation of a successful outreach program that speaks to the unique needs of our DBEs. Our outreach program centers on the following target groups, each of which has a vested interest in the community:

– **INFLUENCERS:** OVG identifies community members who positively influence local small businesses, and the community at large, through their support and advocacy of such businesses. We develop a database of influencers who range from well-known elected officials to lesser-known, powerful de facto community leaders and our outreach efforts include on-going communications including e-news updates, notifications of venue employment and business opportunities. When needed, we have direct, honest discussions with the influencers to maximize our outreach efforts. Influencers may include active community organization members such as:

- » Neighborhood Associations and Councils
- » Business Leaders Associations
- » Community Banks and Credit Unions
- » Small Business Development Center
- » City Council Members
- » Congressional Members
- » Additional Business Associations

– **STAKEHOLDERS:** OVG engages stakeholders early and often. Stakeholders are identified as community organizations providing business development services and education. Stakeholders are invited to share their programs and services with OVG, and to bi-annually advise OVG on our services.

– **BENEFICIARIES:** OVG appreciates that emerging DBEs may not recognize or understand business partnerships, subcontracting, or vendor service opportunities, so our outreach program goes beyond simply posting bids for DBEs we match them with contracting opportunities. Our focus is on:

- » **Education:** Provide notice to qualified DBEs of available procurement opportunities. The notification process includes informing targeted DBEs of scheduled pre-bid meetings, scopes of work, bid specifications and plan details, bid due date, and other relevant information
- » **Engagement:** Follow-up with DBEs after initial contact to encourage actual participation in the bidding process
- » **Empowerment:** Inform DBEs about the actual bidding process, and resources that are available to them to facilitate their participation, such as bonding, technical, and financial assistance

This document and its terms and conditions constitute confidential and proprietary information of Oak View Group and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Oak View Group.



2.3.14

ATTACHMENT D

Attachment F: Affidavit Of Single Submittal

To: City of Shawnee
Shawnee, Oklahoma

At the time the proposal is submitted, the Respondent shall attach to their proposal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF Pennsylvania, CITY OF Philadelphia, before me, the undersigned authority, personally appeared Brian Rothenberg who, being duly sworn, despises and says they are EVP and General Counsel (Title) of Global Spectrum L.P. d/b/a OVG360(firm) the Respondent submitting the attached proposal for the services covered by the RFQ documents.

The affiant further states that no more than one proposal for the above referenced project will be submitting from the individual, their firm, association nor corporation under the same of different name and that such Respondent has no financial interest in the firm of another Respondent for the same work, that neither they, their firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm’s proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

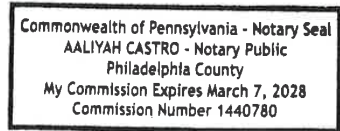
Global Spectrum L.P. d/b/a OVG360
Respondent
EVP and General Counsel
Title



STATE OF Pennsylvania
COUNTY OF Philadelphia

Subscribed and sworn before me this 14th day of May, 2023 by Brian Rothenberg who personally appeared before me at the time of notarization, and who is personally known to me or who has produced identification.

Aaliyah Castro March 7, 2028
Notary Public My commission expires






2.3.15

ATTACHMENT E

Attachment E: Conflict of Interest Certification

In accordance with 2 CFR 200.318(c)(1) the Bidder certifies that no member, officer, or employee of the City or its designees or agents, no member of the governing body of the City of Shawnee in which the program is situated, and no other public official of the City who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, has any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof for work to be performed in connection with the program assisted under the Agreement. The Bidder shall incorporate, or cause to be incorporated, in all subcontracts, a provision prohibiting such interest pursuant to the purposes of Section 2 CFR 200.318(c)(1).

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Bidder Name	Global Spectrum L.P. / d/b/a OVG360
Signature	
Printed Name	Peter Zingoni
Position	SVP, Business Development
Date	05/14/2024



2.3.16

ATTACHMENT F

Attachment D: Non-Collusion Affidavit of Vendor

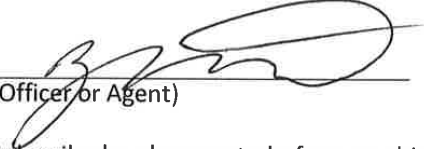
The following affidavit **MUST** accompany your response to this proposal.

COUNTY OF Philadelphia SS. STATE
OF Pennsylvania)

AFFIDAVIT

I, Brian Rothenberg, declare under oath, under penalty of perjury, that I am lawfully qualified and acting officer and/or agent of Global Spectrum L.P. d/b/a OVG360(Firm's Name) and that:

1. That the affiant has not been party to any collusion among proponents in restraint of freedom of competition by agreement to propose at a fixed price or to refrain from making a proposal; or with any official of the state or political subdivision of the State, including The City of Shawnee, as to quantity, quality, or price in the matter of the attached proposal, or any other terms of said prospective contract; or in any discussions between proponents and any official of the state, including the City of Shawnee, concerning the exchange of money or other thing of value for special consideration in the letting of a contract and,
2. Global Spectrum L.P. d/b/a OVG360 (Firm's Name) has not pled guilty to or been convicted of a felony charge for fraud, bribery, or corruption involving sale of real or personal property to any state or any political subdivision of a state.
3. That no person, firm, corporation subsidiary, parent, predecessor or other entity affiliated with or related to Global Spectrum L.P. d/b/a OVG360 (Firm's Name) has been convicted of a
 - a. felony charge for fraud, bribery, or corruption relating to the sale of real or personal property to any state or political subdivision of a state.


(Officer or Agent)

Subscribed and sworn to before me this 14th day of May, 2024

(SEAL)

Commonwealth of Pennsylvania - Notary Seal AALIYAH CASTRO - Notary Public Philadelphia County My Commission Expires March 7, 2028 Commission Number 1440780

March 7, 2028
My Commission Expires


(Notary Public)



SUPPLEMENTAL INFORMATION



INTO THE FUTURE

Our on the ground team at the Heart of Oklahoma Exposition Center has proudly served the Shawnee community over the years. In doing so, we have built relationships that have turned into multi-year partnerships to bring community and eloquently divided events to the Expo Center. The management team continues to receive outstanding reviews to assist with fueling these partnerships, to which you will find a testimonial from Renea Boiling of Bonus Race world Finals on the next page. Oak View Group (OVG) has worked to bring the City of Shawnee and the Expo Center the following events in on multi-year contracts including:

- Bonus World Race Finals
- International Youth Finals Rodeo
- Family Motorcoach Association RV Rallies
- Next Level Barrel Race

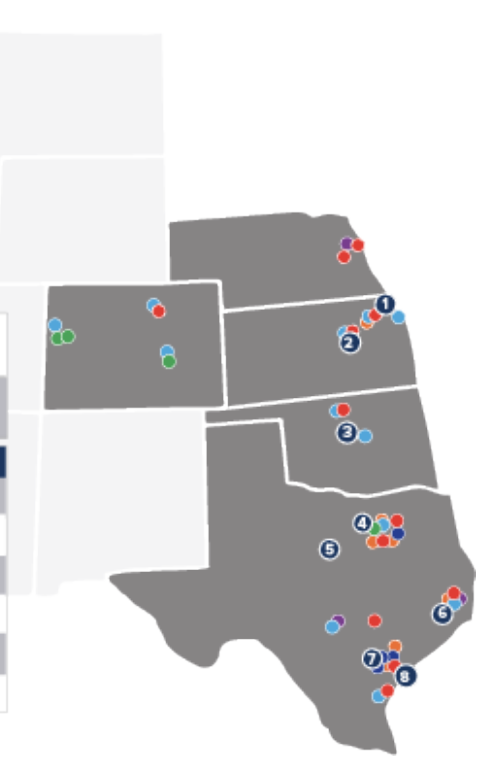
WE KNOW AGRICULTURE...

Here at Oak View Group, we are thoroughly familiar with the complexities of multipurpose facilities with a significant agricultural focus, as we oversee the operation of more than 10 fairground/agriculture facilities. Additionally, our regional footprint, which includes venues in Loveland, CO; Nampa, ID; Clovis, NM; Beaumont, TX; Dallas, TX; and Kerrville, TX, will allow us to share the advantages of our corporate expertise, our strong relationships, and unmatched event referral and routing opportunities among a compelling list of venues—all of which are non-competitive with Heart of Oklahoma Exposition Center. On the following pages we have provided venue profiles for each.

Regional Presence

1	AGRICULTURE HALL Topeka, KS 20,000 sq ft
2	DOMER ARENA Topeka, KS 135,000 sq ft, 250 stalls
3	HEART OF OKLAHOMA EXPO CENTER Shawnee, OK 52 Acres
4	BRISCOE CARPENTER LIVESTOCK CTR Dallas, TX 55,000 sq ft
5	PAN AMERICAN ARENA Dallas, TX 2,500-seat Livestock Arena
6	FORD MIDWAY Beaumont, TX 9 Acres

7	RICHARD M. BORCHARD FAIRGROUNDS Robstown, TX 250 Acres
8	MARVIN & LAURA BERRY PAVILION Robstown, TX Capacity of 3,000
Other Venues	
●	Arena
●	Stadium
●	Performing Arts Center/Theater
●	Specialized
●	Recreational
●	Convention & Conference Centers



This document and its terms and conditions constitute confidential and proprietary information of Oak View Group and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Oak View Group.

May 8, 2024

To whom it may concern,

I am writing to recommend Frank Abott and Oak View Group as manager for the Heart of Oklahoma Exposition Center.

I have known Frank Abbott for a little over two years, in my role as an event producer with DOUBLE B PRODUCTIONS LLC, and have nothing but positive things to say.

There is no doubt in my mind that Frank has been an excellent addition to the Heart of Oklahoma Expo Center. I have always known him to be of sound character, compassionate, conscientious, persistent, and having a great sense of ambition.

Over the course of two years, I have witnessed tremendous growth in communication, leadership, organization, commitment, compassion and problem solving. As a seasoned manager there is no doubt Frank and his team will continue to excel.

I have witnessed Frank turn the facility into a place Shawnee can be proud of once again. It takes a great leader to get this done. His employees work as a team and take PRIDE in their facility. Frank's commitment to doing whatever it takes to ensure success is a skill that you can't afford to lose in today's employment market. Those type of people are near impossible to replace.

My hope is that our organization will be able to continue to work with Frank and Oak View Group in Shawnee for years to come. Please do not hesitate to contact me if you have any questions.

Sincerely,

Renea Bolling

Double B Productions, LLC

(Barrel Bash / Bonus Race World Finals)



CURRY COUNTY EVENTS CENTER & FAIRGROUNDS

3809 GRAND AVE
CLOVIS, NM 88101

VENUE CAPACITY:

- 3,200 CAPACITY

OVG ROLE:

- COMPLETE VENUE MANAGEMENT
- FOOD & BEVERAGE HOSPITALITY

LENGTH OF TIME PROVIDING SERVICE:

- 2020 - PRESENT

NOTABLE EVENTS:

- PIONEER DAYS RODEO
- HYLITE MONSTER TRUCK SHOW
- CLOVIS MUSIC FESTIVAL
- CBT BARREL RACE
- HIGH PLAINS JUNIOR RODEO
- HAUNTED FAIRGROUNDS

DOGGETT FORD PARK ARENA

5115 INTERSTATE 10 S
BEAUMONT, TX, 77705

VENUE CAPACITY:

- 8,500 SEATS

OVG ROLE:

- COMPLETE VENUE MANAGEMENT
- FOOD & BEVERAGE HOSPITALITY
- NAMING RIGHTS AND SPONSORSHIPS

LENGTH OF TIME PROVIDING SERVICE:

- 2017 - PRESENT

NOTABLE EVENTS:

- HARLEM GLOBETROTTERS
- PRCA RODEO
- MONSTER NATION
- YMBL SOUTH TEXAS STATE FAIR BULL RIDING
- WILD HORSE OR BURRO ADOPTION
- MOTO-XTREME CIRCUS





DALLAS FAIR PARK COLISEUM

3809 GRAND AVE
DALLAS, TX, 75210

VENUE CAPACITY:
– 9,500 CAPACITY

OVG ROLE:
– COMPLETE VENUE MANAGEMENT
– FOOD & BEVERAGE HOSPITALITY
– NAMING RIGHTS & SPONSORSHIPS

LENGTH OF TIME PROVIDING SERVICE:
– 2019 - PRESENT

NOTABLE EVENTS:
– JURASSIC QUEST
– MONSTER TRUCK WARS
– TEXAS BLACK INVITATIONAL RODEO
– ATHLETES UNLIMITED BASKETBALL
– DONKEY AND MULE SHOW
– STATE FAIR OF TEXAS YOUTH RODEO

HILL COUNTRY YOUTH EVENTS CENTER

3785 HIGHWAY 27
KERRVILLE, TX, 78028

VENUE CAPACITY:
– 1,000 CAPACITY

OVG ROLE:
– COMPLETE VENUE MANAGEMENT
– FOOD & BEVERAGE HOSPITALITY

LENGTH OF TIME PROVIDING SERVICE:
– 2015 - PRESENT

NOTABLE EVENTS:
– KERR COUNTY STOCK SHOW & SALE
– TEXAS JR. ANGORA GOAT SHOW
– KERRVILLE RENAISSANCE FESTIVAL
– TEXAS GUN AND KNIFE SHOW
– SAN ANTONIO KENNEL CLUB
– STARS ALIGN OVER TLC MUSIC FEST



This document and its terms and conditions constitute confidential and proprietary information of Oak View Group and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Oak View Group.



THE RANCH COMPLEX

5280 ARENA CIRCLE
LOVELAND, CO 80538

VENUE CAPACITY:

- 7,200 SEATS

OVG ROLE:

- COMPLETE VENUE MANAGEMENT
- FOOD & BEVERAGE HOSPITALITY
- PREMIUM SEAT, NAMING RIGHTS & SPONSORSHIPS

LENGTH OF TIME PROVIDING SERVICE:

- 2003 - PRESENT

NOTABLE EVENTS:

- JURASSIC QUEST
- MONSTER TRUCK WARS
- TEXAS BLACK INVITATIONAL RODEO
- ATHLETES UNLIMITED BASKETBALL
- DONKEY AND MULE SHOW
- STATE FAIR OF TEXAS YOUTH RODEO

FORD IDAHO CENTER

16114 N IDAHO CENTER
NAMPA, ID 83687

VENUE CAPACITY:

- 12,000 SEATS

OVG ROLE:

- COMPLETE VENUE MANAGEMENT

LENGTH OF TIME PROVIDING SERVICE:

- 2015 - PRESENT

NOTABLE EVENTS:

- REGION 4 AHA
- BRANDED BONANZA IDAHO
- SNAKE RIVER STAMPEDE RODEO
- IDAHO PAINT HORSE
- DAN + SHAY
- BOISE SADDLE & JUMP



MAINTAINING DIVERSE SUPPLIERS

OVG’s goal is to build and maintain an inclusive supplier diversity program that provides maximum opportunity for small and diverse businesses to become OVG vendors. By providing local, small, and diverse businesses opportunities to work with us, we foster economic inclusivity and ensure a positive impact is made in the communities where we operate. An overview of our Supplier Diversity Program is provided on the following pages.

OVG is firmly committed to promoting and advancing the meaningful participation of MWBE businesses in our industry and have a history of demonstrating the advocacy and inclusion for such firms in our business activities and practices. Through our strong local and corporate commitment, we will work diligently to establish a structured MWBE program that is reflective of the Saskatoon community and will enable OVG to incorporate new businesses into the Venues.



SUPPLIER

Diversity PROGRAM

OVG’s continuous efforts in creating positive disruptions in sports and entertainment is visible in all aspects of our operations. Our goal to be the industry leader in delivering diverse content and shows globally starts at the ground level. Whether we are developing a new arena or renovating an existing one, we are committed to ensuring our suppliers reflect the communities we serve.

Our commitment to diversity and inclusion extends beyond our employment policies to our business practices.

Diverse Suppliers

INTERESTED IN WORKING WITH OVG

Our goal is to build and maintain an inclusive supplier diversity program that provides maximum opportunity for small and diverse businesses to become OVG vendors. By providing local, small and diverse businesses opportunities to work with us, we foster economic inclusivity and ensure a positive impact is made in the communities where we operate.

Being proactive and intentional helps us keep up with the ever-changing live entertainment industry, ensuring our supplier diversity program evolves as the industry does.





Who Do We Consider to Be a Diverse Supplier?

A diverse supplier is “a company/trader owned and managed at least 51% by a non-white minority, a disabled person or a woman.” We currently recognize a wide range of diverse certifications that include **MINORITY BUSINESSES, WOMEN, VETERANS, LGBTQ+, DISABLED PERSONS, and OTHER LOCAL CITY CERTIFICATIONS.** We understand that in certain instances we may have to use large scale companies, but we will continue to make best efforts to be economically inclusive every time opportunities arise.

Our Evaluation Process

There are several factors we consider when vetting our potential suppliers, which may change from market to market. Two areas we consistently emphasize are your company's capacity and key differentiators.

1. Capacity

Capacity, based on the size of your company, where in our operations would you be the most likely to succeed. The success of our suppliers is extremely important in live entertainment and sports in order to develop long lasting partnerships. We would never want you to sacrifice the quality of the products and services being provided to your other clients.

2. Key Differentiators

Key differentiators, we know that diversity fosters innovation and we want to know what sets you apart from your competitors. This includes but is not limited to cost savings, reduction in delivery or setup times, value-added services, product/services quality, and sustainability.

To fill out our Supplier Diversity questionnaire, please [click here](#).

If you have any questions regarding the questionnaire or about the program, please send your inquiries to supplierdiversity@oakviewgroup.com.

Interested in getting certified? For more information about the minority business certification process, please visit:

- [National Minority Supplier Diversity Council](#)
- [Women's Business Enterprise National Council](#)
- [The National LGBT Chamber of Commerce](#)



SAMPLE MENUS

At OVG, we're all about just serving up the best food and beverages – we're crafting experiences. We take pride in developing menus, crafting cocktails, and sparking creativity, tailored specifically for the guest experience. Together, we'll create menus that people will remember. On the following pages you will find examples of our current offerings at your beloved Heart of Oklahoma Exposition Center.



BREAKFAST BUFFETS

SIMPLE CONTINENTAL

\$9.95

Muffins, Cinnamon Rolls, Coffee and Juice

BISCUITS, GRAVY, SAUSAGE

\$9.95

Served with Coffee and Juice

THE CONTINENTAL

\$11.95

An assortment of muffins, cinnamon rolls, fresh fruits, coffee and juice.

THE TRAVELER

\$13.95

Scrambled eggs, sausage, bacon, or ham, hash browns, biscuits and gravy, coffee, and juice.

All paper products included, plates, plastic ware, napkins, cups, etc.





FULL SERVICE BUFFETS

All full service buffets include china, glassware, flatware, and complete wait staff. Salads, desserts, and beverages are pre-set unless otherwise requested. Salads are five including Spinach, Two Romaines, Endive, and Ice berg with choice of dressings. Buffets include iced tea, water, salad, dessert, and baked breads.

\$32.95

Slow smoked or roasted Prime Rib, carved on the line, with your choice of Boneless breast of Chicken Supreme, Peppered Beef w/ rice pilaf, Saute'ed Mushroom Pork loin, or Breast of Chicken Teriyaki.

\$26.95

Baked or Smoked Pit Ham, carved on the line, with your choice of Boneless Chicken Supreme, Peppered Beef w/ rice pilaf, Breast of Chicken Teriyaki, Saute'ed Mustard Pork Loin, or Lasagna.

\$24.95

Baked Chicken Supreme, Saute'ed Pork Loin, Three Cheese Lasagna, Southwest Chicken Pasta, Salisbury Steak, Roast Turkey and Dressing, or Peppered Beef w/ rice pilaf.

Buffets include two entrées with choice of potatoes Au gratin, mashed garlic potatoes, or roasted new potatoes. Two vegetable choices of Glazed Baby carrots, Kernel Corn, Green Beans Almondine, Julienne Zucchini, Steamed Broccoli or Cauliflower, or a Medley of Broccoli, Cauliflower, and Snow peas. Desserts of Carrot or German Chocolate Cake, Chocolate or Vanilla Mousse, or fruit cobblers. Buffet price does not include facility rental, 18% gratuity and sales tax. 5% off-site catering fee.





When it comes to venues, *we do it all.*
When it comes to partnerships, *we are all in.*

- CHRIS GRANGER -
PRESIDENT, OVG

MANAGEMENT AGREEMENT

between

CITY OF SHAWNEE, OKLAHOMA

and

**GLOBAL SPECTRUM, L.P.
d/b/a OAK VIEW GROUP**

Dated: Effective as of July 1, 2024

MANAGEMENT AGREEMENT

This Management Agreement ("**Agreement**") is entered into on _____, 2024 and made effective as of the 1st day of July 1, 2024 ("**Effective Date**"), by and between the City of Shawnee, Oklahoma, an Oklahoma Municipal Corporation ("**City**"), and Global Spectrum, LP, a Delaware limited partnership d/b/a Oak View Group (formerly doing business as Spectra Venue Management) ("**Manager**").

RECITALS

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

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

WHEREAS, the City and Manager are parties to a certain Management Agreement dated August 1, 2019, as amended by a First Amendment dated March 29, 2024, pursuant to which the City engaged Manager to manage and operate the Facilities through September 30, 2024 ("**Prior Management Agreement**"), which Prior Agreement shall now expire on June 30, 2024 and thereafter be replaced by this Agreement;

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

ARTICLE 1 DEFINITIONS

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

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

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

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

City- and County-Supported Events: shall mean the Pottawatomie County Free Fair, the Pottawatomie County Junior Livestock Show and the International Finals Youth Rodeo.

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

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

CPI: the "Consumer Price Index" for "All Urban Consumers (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics or such other successor or similar index.

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

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

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

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

Existing Contracts: Service Contracts, Revenue Generating Contracts, and other agreements relating to the day-to-day operation of the Facilities existing as of the Effective Date, including without limitation the Avedis Foundation Grant Agreement, dated February 6, 2017, and the Avedis Foundation Grant Agreement Amendment, dated June 21, 2023.

EXPO: shall mean the Heart of Oklahoma Exposition Center.

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

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

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

Food and Beverage Fee: the fee the City shall pay to Manager under this Agreement for Manager's provision of Food and Beverage Services, as more fully described in Section 3.3 of this Agreement.

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

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

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

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

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

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

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

Marketing Plan: a plan for the advertising and promotion of the Facilities and Facilities' events, which may contain but not be limited to the following elements: (i) market research, (ii) market position, (iii) marketing objectives, (iv) marketing strategies, (v) booking priorities, (vi) targeted events - local, regional, national and international, (vii) targeted meetings, conventions

and trade shows, (viii) industry advertising campaign, (ix) internal and external support staff, (x) advertising opportunities at the local, regional and national level, (xi) attendance at various trade shows, conventions and seminars, (xii) incentive formulas for multiple event presenters, (xiii) suite and club seat sales, (xiv) merchandising and retail, (xv) food and beverage, (xvi) a plan for the sale of commercial rights, including without limitation naming rights, pouring rights, advertising signage, sponsorships (including event sponsorships), branding of food and beverage products for resale, premium seating (including but not limited to suites and club seats), and memorial gifts, (xvii) a plan regarding national, regional and local public relations and media relations, (xviii) development of an in-house advertising agency, and (xix) policies regarding the use of trade/barter.

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

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

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

Operating Expenses: all expenses incurred by Manager in connection with its operation, promotion, maintenance and management of the Facilities, and in connection with the provision of Food and Beverage Services and the marketing and sale of Commercial Rights, including but not limited to the following: (i) employee payroll, benefits, reasonable relocation costs (for Manager employees relocating to the Shawnee area to work on-site at the Facility, as opposed to any Facility employees relocating away from the Shawnee area), severance costs (limited to no more than 3-months' salary), bonus and related costs, (ii) cost of operating supplies, including general office supplies, (iii) advertising, marketing, group sales, and public relations costs, (iv) cleaning expenses, (v) data processing costs, (vi) dues, subscriptions and membership costs, (vii) printing and stationary costs, (viii) postage and freight costs, (ix) equipment rental costs, (x) minor repairs, maintenance, and equipment servicing, not including expenses relating to performing capital improvements or repairs, (xi) security expenses, (xii) telephone and communication charges, (xiii) travel expenses of Manager employees, (xiv) cost of employee uniforms and identification, (xv) exterminator, snow and trash removal costs, if applicable (xvi) computer, software, hardware and training costs, (xvii) parking expenses, (xviii) utility expenses, (xix) office expenses, (xx) audit and accounting fees, (xxi) legal fees, (xxii) all bond and insurance costs, including but not limited to personal property, liability, and worker's compensation insurance, (xxiii) commissions and all other fees payable to third parties (*e.g.* commissions relating to food, beverage and merchandise concessions services and commercial rights sales), (xxiv) cost of complying with any Laws, (xxv) costs incurred by Manager to settle or defend any claims asserted against Manager arising out of its operations at the Facilities on behalf of City; (xxvi) amount of any deductible or self-insured retention under insurance policies; (xxvii) costs incurred under Service Contracts and other

agreements relating to Facilities operations, (xxviii) all costs relating to the provision of the Food and Beverage Services, including costs of goods, labor, licensing and insurance costs; and (xxix) taxes.

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

Operating Year: each twelve (12) month period during the Term commencing on July 1 and ending on June 30.

Operations Manual: document developed by Manager under the Prior Management Agreement, as updated from time to time, which contains terms regarding the management and operation of the Facilities, including detailed policies and procedures to be implemented in operating the Facilities, as agreed upon by both the City and the Manager.

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

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

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

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

taxes), or (ii) any payments received from any holders of a leasehold interest or license in or to the Facilities, from any guests, or from any others using or occupying all or any part of the Facilities.

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

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Engagement.

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

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

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

ARTICLE 3 COMPENSATION

Section 3.1 Fixed Management Fee. In consideration of Manager's performance of its services hereunder, City shall pay Manager a Fixed Management Fee. Beginning on the Effective Date and continuing through the first (1st) Operating Year, the Fixed Management Fee shall be Twelve Thousand Six Hundred Sixty Six Dollars and sixty-seven cents (\$12,666.67) per month. Beginning in the second (2nd) Operating Year, the Fixed Management Fee shall be increased over the Fixed Management Fee from the previous Operating Year in accordance with the percentage increase in the CPI over the previous twelve (12) month period Year (i.e., the difference, expressed as a percentage, between the value of the CPI published most recently prior to the commencement of the preceding Operating Year and the value of the CPI published most recently prior to the commencement of the Operating Year for which the CPI adjustment will apply), capped at three percent (3%) per year. If in any year the CPI decreases, the Fixed Management Fee for that year shall remain flat (and shall not increase or decrease). The Fixed Management Fee shall be payable to Manager in advance, beginning on the Effective Date, and payable on the first (1st) day of each month thereafter (prorated as necessary for any partial months).

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

(a) Qualitative Fee. Manager shall be eligible to earn a Qualitative Fee of up to twenty five thousand dollars (\$25,000) (“**Qualitative Incentive Fee Cap**”) to be increased by CPI as described below) in each Operating Year (pro-rated for any Operating Years of less than a full 12 months based on the actual number of days elapsed in such Operating Year out of 365). Beginning in the second (2nd) Operating Year, the Qualitative Incentive Fee Cap shall be increased over the Qualitative Incentive Fee Cap from the previous Operating Year in accordance with the percentage increase in the CPI over the previous twelve (12) month period Year (i.e., the difference, expressed as a percentage, between the value of the CPI published most recently prior to the commencement of the preceding Operating Year and the value of the CPI published most recently prior to the commencement of the Operating Year for which the CPI adjustment will apply), capped at three percent (3%) per year. If in any year the CPI decreases, the Qualitative Incentive Fee Cap for that year shall remain flat (and shall not increase or decrease). The Qualitative Fee shall be determined by the City, in its reasonable and good faith discretion, based on its evaluation of Manager’s performance each Operating Year in each of the following five (5) performance areas (with each area given an equal weighting):

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

(b) Financial Fee. Manager shall be entitled to receive twenty percent (20%) of the amount by which actual Net Operating Income/Loss in any Operating Year improves upon the actual Net Operating Income/Loss from the previous Operating Year. For the first (1st) Operating Year (July 1, 2024 to June 30, 2025), the calculation shall be measured against the Net Operating Income/Loss from the period of July 1, 2023 to June 30, 2024.

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

Section 3.3 Food and Beverage Fee. As consideration for Manager’s provision of the Food and Beverage Services, Manager shall receive a Food and Beverage Fee of Five Percent (5%) of gross Revenue from the sale of food and beverage at the Facilities. Such Food and Beverage Fee shall be paid to Manager on a monthly basis, no later than thirty (30) days following the end of the month to which it relates.

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

ARTICLE 4 TERM; TERMINATION

Section 4.1 Term. The Prior Management Agreement shall terminate on June 30, 2024, and the initial term of this Agreement (the “**Initial Term**”) shall be for five (5) years, beginning on the Effective Date and ending on June 30, 2029. Following the Initial Term, this Agreement may be renewed by the City for an additional five (5) year period (“**First Renewal Period**”) to end on June 30, 2034, subject to the City providing written notice of such renewal to the Manager no later than March 31, 2029. Following the First Renewal Period (if exercised), this Agreement may be renewed by the City for an additional five (5) year period (“**Second Renewal Period**”) to end on June 30, 2039, subject to the City providing written notice of such renewal to the Manager no later than March 31, 2034. The Initial Term plus the First Renewal Period, if applicable, and the Second Renewal Period, if applicable, is referred to herein as the “**Term**”.

Section 4.2 Termination. This Agreement may be terminated:

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

(b) Termination due to Insufficient Funds: as the agreement exceeds more than one fiscal year for the City, subject to Section 4.3(a) below, by City upon ninety (90) days’ written notice to Manager in the event that funds appropriated for the continued payment of the agreement are insufficient in subsequent operating years; or

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

(d) Termination for Insolvency: by either party immediately by written notice upon the other party being judged bankrupt or insolvent, or if any receiver or trustee of all or any part of the business property of the other party shall be appointed and shall not be discharged within one hundred twenty (120) days after appointment, or if either party shall make an assignment of its property for the benefit of creditors or shall file a voluntary petition in bankruptcy or insolvency, or

shall apply for bankruptcy under the bankruptcy or insolvency Laws now in force or hereinafter enacted, Federal, State or otherwise, or if such petition shall be filed against either party and shall not be dismissed within one hundred twenty (120) days after such filing.

Section 4.3 Effect of Termination

(a) In the event this Agreement is terminated by the City pursuant to Section 4.2(a) and (b), the City shall reimburse Manager for any actual ordinary and necessary expenses incurred by Manager in withdrawing from the provision of services hereunder following such termination. Such ordinary and necessary expenses shall include costs associated with (i) severance pay, not to exceed three (3) months, for each of Manager's Management-Level Employees, (ii) reasonable household relocation expenses for Manager's Management-Level Employees, to the extent any of such individuals had previously relocated to the Facilities (or its surrounding areas) in connection with this Agreement and (iii) other reasonable costs actually incurred by Manager in withdrawing from the provision of services hereunder, such as those incurred in connection with the termination and/or assignment of Service Contracts, Revenue Generating Contracts, or other contracts or leases entered into by Manager pursuant to this Agreement. The City's payment of such expenses will occur only after Manager has provided reasonable evidence of the incurrence of such expenses. Except for the reimbursement of the above stated expenses, Manager shall have no other right or remedy, at law or in equity, against the City for a termination pursuant to Section 4.2(a), except that, in the event the Facilities re-opens at any time during the Term, this Agreement shall, at the option of Manager, once again become effective and Manager shall manage and operate the Facilities under the terms hereof, except that the Term shall be extended for a period of time in which the Facilities was closed.

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

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

ARTICLE 5 OWNERSHIP; USE OF THE FACILITIES; CITY RIGHTS

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

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

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

Section 5.4 Use by the City. Subject to availability, the City shall have the right to use the Facilities or any part thereof rent-free for meetings, seminars, training classes or other non-commercial uses, provided that the City shall promptly reimburse Manager, for deposit into the Operating Account, for any out-of-pocket expenses incurred by Manager (such as the cost of ushers, ticket-takers, set-up and take-down personnel, security expenses and other expenses) in connection with such use. Such non-commercial use of the Facilities by the City shall (i) not compete with or conflict with the dates previously booked by Manager for paying events, (ii) not

consist of normally touring attractions (such as concerts and family shows), and (iii) be booked in advance upon reasonable notice to Manager pursuant to the Facilities' approved booking policies. Upon request of the City, Manager shall provide to the City a list of available dates for City use of the Facilities. To the extent that Manager has an opportunity to book a revenue-producing event on a date which is otherwise reserved for use by the City, Manager may propose alternative dates for the City's event, and the City shall use best efforts to reschedule its event to allow Manager to book the revenue-producing event. For purposes of calculating Manager's Incentive Fee, Manager shall receive a "paper" credit for an amount equal to the difference between the published Facilities rate and the rate (if any) charged to the City for such use of the Facilities.

Section 5.5 City- and County-Supported Events. The parties recognize that there may be a desire to permit specific City- and County-supported Events to use the Facility at a discounted or waived rental rate, if such Events have the potential of attracting a significant number of visitors to the City. In such event, the City and Manager shall confer to determine whether such discounted or waived rental rate should be granted.

ARTICLE 6 PERSONNEL

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

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

Section 6.3 Non-Solicitation/Non-Hiring. During the Term and for a period of one (1) year after the end of the Term, neither City shall solicit for employment, or hire the General Manager. The City acknowledges that Manager will spend a considerable amount of time identifying, hiring and training the General Manager, and that Manager will suffer substantial damages, the exact amount of which would be difficult to quantify, if the City were to breach the terms of this Section by hiring, or soliciting for employment, the General Manager. Accordingly, in the event of a breach or anticipated breach of this Section by the City, Manager shall be entitled (in addition to any other rights and remedies which Manager may have at law or in equity, including money damages) to equitable relief, including an injunction to enjoin and restrain the City from continuing such breach, without the necessity of posting a bond.

ARTICLE 7 OPERATING BUDGET

Section 7.1 Establishment of First (1st) Year Operating Budget. The parties acknowledge that under the Prior Management Agreement, they developed a mutually agreeable Operating Budget for the first (1st) Operating Year. Manager agrees that at least 90 days prior to the commencement of each subsequent Operating Year, it will prepare and submit to the City its proposed Operating Budget for such year. Each annual Operating Budget shall include Manager's good faith projection of Revenues and Operating Expenses, presented on a monthly and annual basis, for the upcoming Operating Year. The City agrees to provide Manager with all information in its possession necessary to enable Manager to prepare each Operating Budget.

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

Section 7.3 Adherence to Operating Budget. Manager shall use all reasonable efforts to manage and operate the Facilities in accordance with the Operating Budget. However, City acknowledges that notwithstanding the Manager's experience and expertise in relation to the

operation of facilities similar to the Facilities, the projections contained in each Operating Budget are subject to and may be affected by changes in financial, economic and other conditions and circumstances beyond the Manager's control, and Manager shall have no liability if the numbers within the Operating Budget are not achieved. Manager agrees to notify the City within 30 days of any significant change or variance in the bottom line net profit/loss number in the Operating Budget, and any material increase in total Facilities expenses from that provided for in the Operating Budget. In either such case and if requested by City, Manager agrees to work with City to develop and implement a plan (or changes to the then current plan) to limit Operating Expense to be incurred in the remaining months of such Operating Year with the goal of achieving the Operating Budget.

**ARTICLE 8
PROCEDURE FOR HANDLING INCOME**

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

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

**ARTICLE 9
FUNDING**

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

or otherwise approved expenses for the month beginning on the Effective Date. The City shall thereafter, on or before the 1st day of each succeeding month following the Effective Date, deposit (or allow to remain) in the Operating Account the budgeted or otherwise approved expenses for each such month. Manager shall have no liability to the City or any third party in the event Manager is unable to perform its obligations hereunder, or under any third-party contract entered into pursuant to the terms hereof, due to the fact that sufficient funds are not made available to Manager to pay such expenses in a timely manner.

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

ARTICLE 10 FISCAL RESPONSIBILITY; REPORTING

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

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

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

ARTICLE 11
CAPITAL IMPROVEMENTS; MANAGER CONTRIBUTION

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

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

Section 11.3 Manager Contribution. The parties acknowledge that under the Prior Management Agreement, Manager made a \$350,000 capital contribution to the Facility, which was to amortize at \$50,000 per year over 7 years. As of the Effective Date, there remains \$100,000 of the contribution that remains unamortized (“**Unamortized Amount**”). Such amount shall amortize over the first two years of the Initial Term at the rate of \$50,000 per year. In the event this Agreement terminates or expires prior to the full amortization (regardless of the reason for expiration or termination, and specifically including if such expiration or termination is due to a breach, default or bankruptcy event by or affecting Manager), the City shall within thirty (30) days of such expiration or termination pay to Manager the Unamortized Amount. Such payment shall be made unconditionally, without setoff or deduction.

ARTICLE 12
FACILITIES CONTRACTS; TRANSACTIONS WITH AFFILIATES

Section 12.1 Existing Contracts. Manager shall administer and assure compliance with all Existing Contracts to which it has copies.

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

Furthermore, contracts that exceed one year in length shall be subject to the review and approval of the City, which approval shall not be unreasonably withheld or delayed.

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

ARTICLE 13 FOOD AND BEVERAGE SERVICES

Section 13.1 Generally. Manager shall have the sole and exclusive right to manage and perform, and Manager hereby agrees to manage and perform, in each case either directly or through its Affiliate Ovation Food Services, L.P., dba OVG Hospitality, all food and beverage concession and catering service at the Facility ("**Food and Beverage Service**"). Manager may engage sub-contractors to sell food and beverages at the Facility when approved in writing by the City.

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

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

- (a) Develop and implement all necessary policies and procedures for the food and beverage operations;
- (b) Engage and oversee employees necessary to perform the Food and Beverage Services;
- (c) Manage the Food and Beverage Service in compliance with and subject to all federal, state and local laws, ordinances and regulations (including, without limitation, health and

sanitation codes and regulations with respect to the sanitation and purity of the food and beverage products for sale);

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

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

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

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

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

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

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

ARTICLE 14 AGREEMENT MONITORING AND CONTRACT ADMINISTRATION

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

ARTICLE 15 INDEMNIFICATION

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

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

Section 15.3 Conditions to Indemnification. With respect to each separate matter brought by any third party against which a party hereto ("Indemnitee") is indemnified by the other party ("Indemnitor") under this Article 15, the Indemnitor shall be responsible, at its sole cost and expense, for controlling, litigating, defending and/or otherwise attempting to resolve, through counsel of its choice, any proceeding, claim, or cause of action underlying such matter, except that (a) the Indemnitee may, at its option, participate in such defense or resolution at its expense and through counsel of its choice; (b) the Indemnitee may, at its option, assume control of such defense or resolution if the Indemnitor does not promptly and diligently pursue such defense or resolution, provided that the Indemnitor shall continue to be obligated to indemnify the Indemnitee

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

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

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

ARTICLE 16 INSURANCE

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

Section 16.2 Rating; Additional Insureds. All insurance policies shall be issued by insurance companies rated no less than A VIII in the most recent "Bests" insurance guide, and licensed in the State of Oklahoma or as otherwise agreed by the parties. All such policies shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved. The commercial general liability policy, automobile liability insurance policy and umbrella or excess liability policy to be obtained by Manager hereunder shall name City as an additional insured. The workers compensation policy to be obtained by Manager hereunder shall contain a waiver of all rights of subrogation against the City. Manager shall require that all third-

party users of the Facilities, including without limitation third-party licensees, ushers, security personnel and concessionaires, provide certificates of insurance evidencing insurance appropriate for the types of activities in which such user is engaged. If Manager subcontracts any of its obligations under this Agreement, Manager shall require each such subcontractor to secure insurance that will protect against applicable hazards or risks of loss as and in the minimum amounts designated herein, and name Manager and the City as additional insureds.

ARTICLE 17
REPRESENTATIONS, WARRANTIES AND COVENANTS

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

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

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

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

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

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

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

(c) that the Facilities is, as of the Effective Date, in compliance in all respects with all applicable Laws relating to the construction, use and operation of the Facilities (including,

without limitation, Title III of the American with Disabilities Act), and that there exist no structural defects or unsound operating conditions at the Facilities.

ARTICLE 18 MISCELLANEOUS

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

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

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

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

Section 18.5 Force Majeure; Casualty Loss.

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

(b) In the event of damage or destruction to a material portion of the Facilities by reason of fire, storm or other casualty loss that renders the Facilities (or a material portion thereof) untenable, the City shall use reasonable efforts to remedy such situation. If notwithstanding such efforts, such damage or destruction is expected to render the Facilities (or a material portion thereof) untenable for a period estimated by an architect selected by the City at Manager's request, of at least one hundred eighty (180) days from the date of such fire, storm or other casualty loss, either party may terminate this Agreement upon written notice to the other, provided that (i) the City shall pay to Manager its costs of withdrawing from services hereunder, as described in Section 4.3(a) above.

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

Section 18.7 Notices. All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, or by generally recognized, prepaid, overnight air courier services, to the address and individual set forth below. All such notices to either party shall be deemed to have been provided when delivered, if delivered personally, three (3) days after mailed, if sent by registered or certified mail, or the next business day, if sent by generally recognized, prepaid, overnight air courier services.

If to the City:

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

If to Manager:

Oak View Group
5050 S. Syracuse St.
Denver, CO 80237
Attn: President, Venue Management

With a copy to:

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

With a copy to:

OVG360 General Counsel
150 Rouse Blvd.
Philadelphia, Pennsylvania 19112

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

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

Section 18.9 Entire Agreement. This Agreement (including the exhibits attached hereto) contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior negotiations, correspondence, conversations, agreements, and understandings concerning the subject matter hereof. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations, agreements or understandings, whether oral or written. The parties acknowledge that the Prior Management Agreement shall expire on June 30, 2024, and thereafter be replaced by this Agreement, but any liabilities accruing through such date under the Prior Management Agreement shall survive expiration thereof and remain due and owing.

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

Section 18.11 Amendments. Neither this Agreement nor any of its terms may be changed or modified, waived, or terminated (unless as otherwise provided hereunder) except by an instrument in writing signed by an authorized representative of the party against whom the enforcement of the change, waiver, or termination is sought.

Section 18.12 Waiver; Remedies. No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any

other than existing or subsequent breach thereof. The remedies provided in this Agreement are cumulative and not exclusive of the remedies provided by law or in equity.

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

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

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

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

Section 18.17 Counterparts; Facsimile and Electronic Signatures. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document. This Agreement may be executed by the parties and transmitted by facsimile or electronic transmission, and if so executed and transmitted, shall be effective as if the parties had delivered an executed original of this Agreement.

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

CITY OF SHAWNEE

GLOBAL SPECTRUM, L.P.,
d/b/a Oak View Group

By: Global Spectrum, LLC, its general partner

By: _____ By: _____

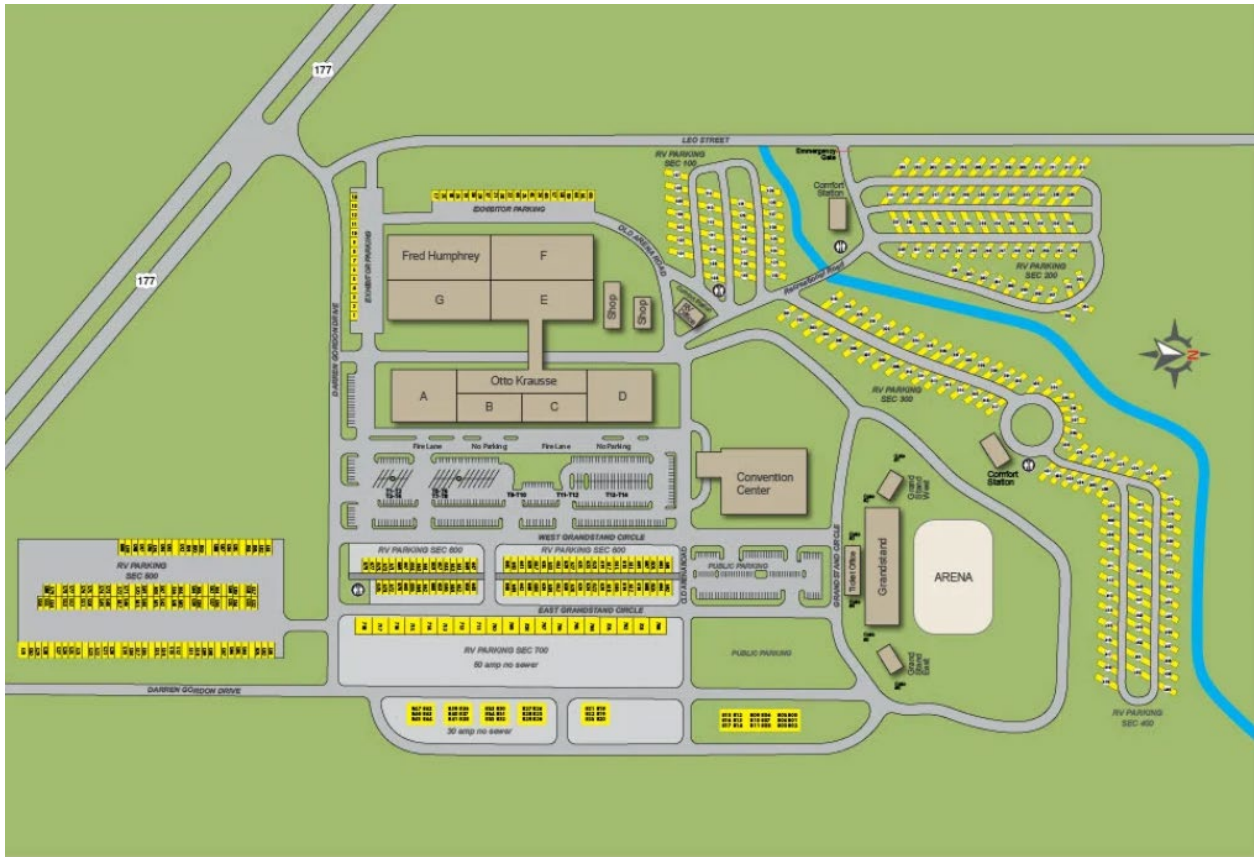
Name:

Name:

Its:

Its:

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



(Although shown here for clarity, areas under Manager's management are not inclusive of public roadways.)

**EXHIBIT A
MANAGER DUTIES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(u) Purchase, on behalf of the City and with City funds, and maintain during the Term, all materials, tools, machinery, equipment and supplies necessary for the operation of the Facilities, notwithstanding that purchases defined as Capital Expenditures have to strictly comply with City procurement policies. Manager and the City shall jointly conduct an initial inventory of FF&E at the Facilities within sixty (60) days of the Effective Date, and Manager shall thereafter, on an annual basis within sixty (60) days of the start of each Operating Year, conduct an inventory of FF&E at the Facilities, noting for the City which items were removed due to loss or damage.

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

(w) Make and be responsible for all routine and minor repairs, maintenance, preventative maintenance, and equipment servicing. Manager shall be responsible for ensuring that all repairs, replacements, and maintenance shall be of a quality and class at least equal to that of the item being repaired, replaced or maintained. Any replacement of an item in inventory, or any new item added to the inventory, which is paid for by the City, shall be deemed the property of the City, and shall be reported within no more than ten (10) days for Asset Management purposes.

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

**EXHIBIT B
INSURANCE**

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

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

(b) umbrella or excess liability insurance;

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

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

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

(f) employment practices liability insurance;

(g) pollution liability; and

(h) crime coverage.

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

Commercial General Liability

\$1,000,000 per occurrence

\$1,000,000 personal and advertising injury

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

Umbrella or Excess Liability

\$5,000,000 per occurrence and aggregate

Automobile Liability

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

\$1,000,000 uninsured/underinsured motorist

Workers Compensation

Workers Compensation: Statutory

Employer's Liability:

\$100,000 each accident-bodily injury by accident

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

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

Professional Liability/Errors & Omissions (Claims Made basis):

\$1,000,000 each occurrence/aggregate

Employment Practices Liability Insurance (Claims Made basis):

\$1,000,000

Pollution Liability (Claims Made basis):

\$1,000,000

Crime Insurance:

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