

NOTICE OF A CALLED SPECIAL SESSION OF THE BOARD OF CITY
COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA

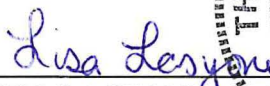
TO THE BOARD OF COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA:
You and each of you are hereby notified that by virtue of a call issued by me on this 16th day of September, 2021, a Special Called Session will be held of the Board of Commissioners of the City of Shawnee, Oklahoma in the Citizen Potawatomi Nation Cultural Heritage Center, 1899 Gordon Cooper Drive, Shawnee, Oklahoma at 10:00 a.m. on the 21st day of September, 2021, and you are hereby notified to be present at said meeting.

The purpose of said meeting is for remarks by Mayor Ed Bolt and Chairman John "Rocky" Barrett; and to execute a Cooperation Agreement and Joint Resolution between the City of Shawnee, Oklahoma and the Citizen Potawatomi Nation by Mayor Bolt and Chairman Barrett.

Witness my hand this 16th day of September, 2021.

(SEAL)

ATTEST:


LISA LASZYONE, CMC
CITY CLERK




ANDREA WECKMUELLER-BEHRINGER
ASSISTANT CITY MANAGER

STATE OF OKLAHOMA,
COUNTY OF POTTAWATOMIE, SS.

I received this notice on the 16th day of September, 2021 at _____ a.m./p.m, and executed the same by delivering a true and correct copy thereof to the Mayor and to each of the Commissioners of the Board of City Commissioners for the City of Shawnee, Oklahoma:

A read verification was/was not received from Mayor Ed Bolt via e-mail at ____ on _____.

A read verification was/was not received from Commissioner Daniel Matthews via e-mail at ____ on _____.

A read verification was/was not received from Commissioner Bob Weaver via e-mail at ____ on _____.

A read verification was/was not received from Commissioner Travis Flood via e-mail at ____ on _____.

A read verification was/was not received from Vice Mayor Darren Rutherford via email at ____ on _____.

A read verification was/was not received from Commissioner Mark Sehorn via e-mail at ____ on _____.

A read verification was/was not received from Commissioner Ben Salter via e-mail at ____ on _____.

LISA LASZYONE, CMC
CITY CLERK

CALL FOR SPECIAL SESSION OF THE SHAWNEE BOARD OF CITY COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA TO BE HELD ON THE 21ST DAY OF SEPTEMBER, 2021 AT 10:00 A.M. AT THE CITIZEN POTAWATOMI NATION CULTURAL HERITAGE CENTER, 1899 GORDON COOPER DRIVE, SHAWNEE, OKLAHOMA. THE PURPOSE OF SAID MEETING IS FOR REMARKS BY MAYOR ED BOLT AND CHAIRMAN JOHN "ROCKY" BARRETT; AND TO EXECUTE A COOPERATION AGREEMENT AND JOINT RESOLUTION BETWEEN THE CITY OF SHAWNEE, OKLAHOMA AND THE CITIZEN POTAWATOMI NATION BY MAYOR BOLT AND CHAIRMAN BARRETT.

By virtue of the authority vested in me by Section 4, Article IV of the Charter of the City of Shawnee, Oklahoma, a Special Session of the Board of City Commissioners of the City of Shawnee, Oklahoma is hereby called to meet at the Citizen Potawatomi Nation Cultural Heritage Center, 1899 Gordon Cooper Drive, Shawnee, Oklahoma at 10:00 a.m. on the 21st day of September, 2021 for remarks by Mayor Ed Bolt and Chairman John "Rocky" Barrett; and to execute a Cooperation Agreement and Joint Resolution between the City of Shawnee, Oklahoma and the Citizen Potawatomi Nation by Mayor Bolt and Chairman Barrett.

Witness my hand this 16th day of September, 2021.

(SEAL)

ATTEST:



Lisa Laszzone
LISA LASZYONE, CMO
CITY CLERK

Andrea Weckmueller-Behringer
ANDREA WECKMUELLER-BEHRINGER
ASSISTANT CITY MANAGER

A G E N D A

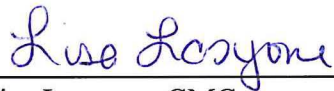
SPECIAL CALLED MEETING
BOARD OF CITY COMMISSIONERS
SEPTEMBER 21, 2021 AT 10:00 A.M.
CITIZEN POTAWATOMI NATION CULTURAL HERITAGE CENTER
1899 GORDON COOPER DRIVE
SHAWNEE, OKLAHOMA

MASKS REQUIRED

CALL TO ORDER
DECLARATION OF A QUORUM
INVOCATION(S)

1. Remarks from Mayor Ed Bolt.
2. Formal execution of the Cooperation Agreement and Joint Resolution between the City of Shawnee, Oklahoma and the Citizen Potawatomi Nation by Mayor Bolt and Chairman Barrett.
3. Remarks from Chairman John "Rocky" Barret.
4. Video Presentation
5. Adjournment

Respectfully submitted,



Lisa Lasyone, CMC
City Clerk

CONTINUED COOPERATION AGREEMENT

This Continued Cooperation Agreement (hereinafter “Agreement”) dated __ day of September, 2021, (“Effective Date”) entered into by and between the Citizen Potawatomi Nation (the “Nation”), a federally-recognized tribal government, and The City of Shawnee, Oklahoma (the “City”), a duly-organized political subdivision of the State of Oklahoma (together, “Entities”) and hereby agree as follows:

WHEREAS, the Nation is a federally-recognized tribal government which possesses sovereign powers and rights of self-government since time immemorial; and

WHEREAS, the City is a duly-organized political subdivision of the State of Oklahoma, a state of the United States of America which possesses the sovereign powers and rights of a state; and

WHEREAS, the City and the Nation have neighboring jurisdictions, maintain a government-to-government relationship, and have overlapping citizenries and interrelated economies; and

WHEREAS, the Nation and the City, as neighbors, each benefit by and to the success of the other, and their futures successes are inextricably linked; and

WHEREAS, the Nation and the City desire to move forward in a spirit of mutual respect and admiration in order to set aside past disagreements; and

WHEREAS, the Nation and the City have identified certain opportunities to cooperate and collaborate to the mutual benefit of their citizenries and to enhance the prosperity of this region; and

WHEREAS, this agreement will bring certainty, respect, acceptance, and a commonality of purpose that ushers in a new era of partnership.

NOW THEREFORE, the City and the Nation hereby agree that, in the spirit of cooperation for the good of the citizens of the respective entities, and to further economic development and success, the following is agreed upon in furtherance of joint cooperation:

1. Time Frame. The Entities agree that within Ninety (90) days from the Effective Date of this Agreement, the Contemplated Agreements and Transition Items referenced herein shall be fully negotiated and mutual assent provided.

1.1. Extension of Time Frame. In the event the Contemplated Agreements and Transition Items are not fully negotiated and/or mutual assent is not achieved within the Ninety (90) day time frame, a single, additional, Sixty (60) day extension may be exercised upon written agreement by the Entities.

1.2. Actual Performance Not Required. The Time Frame shall only apply to the negotiation and mutual assent portions of the Contemplated Agreements and Transition

Items. Contemplated Agreements and Transition Items are not required to be performed or completed within the Time Frame set by this Agreement.

2. Contemplated Agreements. The following agreements are contemplated herein:

2.1. Extension of Fire Protection Agreement. This agreement is contemplated to utilize and extend the City's fire protection services into the Nation's boundaries. Said agreement will bring mutual benefit to the Entities and will provide fire protection the Entities' citizens.

2.2. Transfer of Infrastructure Agreement. The agreement is contemplated to transfer certain infrastructure located within the de-annexed territory from the City to the Nation in accordance with 11 O.S. §§ 21-101 et. seq.

2.3. Joint Maintenance Agreement. This agreement is contemplated to allow the Entities to share the responsibilities surrounding the maintenance of certain utilities and infrastructure which supports said utilities.

3. Transition Items. The following are items which are currently foreseen as vital matters necessary to the seamless transition following the de-annexation of territory from the City to the Nation:

3.1. Decommissioning of Equipment. Various antiquated equipment located both in and around the de-annexed territory is to be decommissioned and removed from service. Said equipment shall include, but is not limited to, the River Lift Station.

3.2. Transition of Utility Service. Various utility services and the accounts associated therewith which are provided to the citizens within the de-annexed area will need to be transitioned between the Entities. A transition plan is appropriate in order to prevent the cessation of services during the transition.

3.3. Supporting Documentation. Various supporting documentation with regards to the Contemplated Agreements and the Transition Items shall be required. Said documentation is not presently delineated, but if and when the need arises, Entities will work in conjunction to complete said documentation.

4. General Provisions.

4.1. Notices. Any notice, demand, or communication required, permitted, or desired to be given hereunder shall be in writing and shall be deemed effectively given when personally delivered or mailed by prepaid, certified mail, return receipt requested, addressed as follows:

If to City:

If to Nation:

or to such other address, and to the attention of such other person or officer, as either party may designate, at the addresses that the party may designate by like written notice.

4.2. Survival of Obligations. The respective representations, warranties, covenants, and agreements of the parties to this Agreement shall survive consummation of the transactions contemplated herein and shall continue in full force and effect without expiration.

4.3. Governing Law. This Agreement will be governed by, construed and enforced in accordance with the laws of the State of Oklahoma.

4.4. Attorney's Fees. If this Agreement or any term or provision hereof becomes the subject of litigation, the prevailing party in such litigation will be entitled to recover from the non-prevailing party court costs and reasonable attorney's fees.

4.5. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the cooperation between the Entities and supersedes all prior agreements, arrangements and understandings, whether written or oral, relating to the subject matter hereof and all of them are merged into this Agreement.

4.6. Severability. Any provision of this agreement which is prohibited or unenforceable, in whole or in part, in any jurisdiction shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

4.7. Amendment. This Agreement may not be amended by any oral agreement or understanding but only by an amendment in writing executed by the parties hereto.

4.8. Binding Effect. The terms, conditions and covenants of this Agreement shall apply to, inure to the benefit of and be binding upon each of the Entities hereto and their respective successors and permitted assigns.

4.9. Headings. The section headings contained in this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of the Agreement.

4.10. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one (1)

agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple original on the date first written above.

CITIZEN POTAWATOMI NATION

CITY OF SHAWNEE, OKLAHOMA

By: John A. Barrett, Tribal Chairman

By: Ed Bolt, Mayor

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**JOINT RESOLUTION BY AND BETWEEN THE CITIZEN POTAWATOMI NATION
AND THE CITY OF SHAWNEE, OKLAHOMA COMMITTING TO CONTINUED
PARTNERSHIP FOR THE GROWTH AND STRENGTH OF THE RESPECTIVE
ENTITIES**

Resolved by the Citizen Potawatomi Nation (the “Nation”) and The City of Shawnee, Oklahoma (the “City”) (together, “Entities”):

WHEREAS, the Nation is a federally-recognized tribal government which possesses sovereign powers and rights of self-government since time immemorial; and

WHEREAS, the City is a duly-organized political subdivision of the State of Oklahoma, a state of the United States of America which possesses the sovereign powers and rights of a state; and

WHEREAS, the Nation has more than 36,000 Tribal citizens; and

WHEREAS, the City has more than 31,000 citizens residing within its boundaries; and

WHEREAS, the Nation has made its home in Pottawatomie County, Oklahoma from as early as 1869; and

WHEREAS, the City was officially founded in 1895; and

WHEREAS, the City and the Nation have neighboring jurisdictions, maintain a government-to-government relationship, and have overlapping citizenries and interrelated economies; and

WHEREAS, the Nation and the City, as neighbors, each benefit by and to the success of the other, and their futures successes are inextricably linked; and

WHEREAS, disputes between the City and the Nation hamper both governments’ efforts to provide for their citizens and strengthen their economies; and

WHEREAS, the Nation and the City desire to move forward in a spirit of mutual respect and admiration in order to set aside past disagreements; and

WHEREAS, the City’s and the Nation’s governmental officials, agents, representatives, and employs will strive to maintain open lines of dialogue and communication in a spirit of comity; and

WHEREAS, the Nation and the City will seek opportunities to cooperate and collaborate to the mutual benefit of their citizenries and to enhance the prosperity of this region; and

WHEREAS, the City and the Nation stride ahead in the confidence that they will accomplish greater things in harmony than they could ever envision in former discord; and

WHEREAS, this agreement will bring certainty, respect, acceptance, and a commonality of purpose that ushers in a new era of partnership.

NOW THEREFORE, the City and the Nation hereby agree that, in the spirit of cooperation for the good of the citizens of the respective entities, and to further economic development and success, the following are areas in which joint cooperation is imperative to a prosperous future:

- I. WATER
 - a. The entities pledge to keep open communication and good faith efforts regarding the provision of water and water system improvements to their respective territories and citizens.
 - b. Contemplated agreements may include, but are not limited to, water boundary redistricting, sale of water between the entities, water territory swaps, joint efforts in water treatment, facilitation of establishment and upkeep of utility easements, etc.
- II. EMERGENCY SERVICES
 - a. The entities pledge to keep open communication and good faith efforts regarding the retention and provision of emergency services, such as fire protection, ambulance service, and police protection.
 - b. Contemplated agreements may include, but are not limited to, agreements which extend protective boundaries including those which traverse the territorial lines of the entities, etc.
- III. PUBLIC FACILITIES
 - a. The Entities pledge to keep open communication and good faith efforts regarding the improvement of public facilities.
 - b. Contemplated agreements may include, but are not limited to, combined grants and/or funding applications, agreements clarifying responsibilities in regards to upkeep of public facilities, etc.
- IV. OVERALL QUALITY OF LIFE
 - a. The Entities pledge to keep open communication and good faith efforts regarding any and all overall quality of life improvement projects or initiatives.
 - b. Contemplated agreements may include, but are not limited to, joint requisition of public arts, parks, and/or entertainment, joint applications to attract future economic investment, joint solicitation of both large scale and small scale business acquisition, etc.

BE IT RESOLVED THIS ____ DAY OF SEPTEMBER, 2021

CITIZEN POTAWATOMI NATION

CITY OF SHAWNEE, OKLAHOMA

By: John A. Barrett, Tribal Chairman

By: Ed Bolt, Mayor