

AGENDA  
BOARD OF CITY COMMISSIONERS  
September 3, 2013 AT 6:30 P.M.  
COMMISSION CHAMBERS AT CITY HALL  
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

1. Consider approval of Agenda:
2. Consider approval of Consent Agenda:
  - a. Minutes from the August 19, 2013 regular meeting
  - b. Acknowledge Oklahoma Municipal Retirement Fund Normal Retirement for Randy Swinson.
3. Commissioners Comments
4. Citizens Participation

(A three minute limit per person)  
(A twelve minute limit per topic)
5. Presentation on recycling proposal.
6. Discussion, consideration and possible action on establishing a recycling program.
7. Discussion, consideration and possible action on renewal of contract with the Chamber of Commerce regarding Convention and Visitors Bureau after receiving their completed audit.
8. Discussion, consideration and possible action on a revised lease agreement with REACT Ambulance Authority for property located in the 1400 block of North Center Street.
9. Presentation by Fire Chief David Short on options for Red Cedar eradication followed by discussion, consideration and possible action on Red Cedar eradication.
10. New Business

(Any matter not known about or which could not have been reasonably foreseen prior to the posting of the agenda)
11. Administrative Reports

12. Adjournment

Respectfully submitted

Phyllis Loftis, CMC, City Clerk

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

**Regular Board of Commissioners**

**2. a.**

**Meeting Date:** 09/03/2013

Minutes August 19

Submitted By: Donna Mayo, Administration

Department: Administration

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Information

Title of Item for Agenda

Minutes from the August 19, 2013 regular meeting

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Attachments

Minutes

**BOARD OF CITY COMMISSIONERS PROCEEDINGS**  
**AUGUST 19, 2013 AT 6:30 P.M.**

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Commission Chambers at City Hall, 9th and Broadway, Shawnee, Oklahoma, Monday, August 19, 2013 at 6:30 p.m., pursuant to notice duly posted as prescribed by law. Mayor Mainord presided and called the meeting to order. Upon roll call, the following members were in attendance.

Wes Mainord

Mayor

Pam Stephens

Commissioner Ward 1

Linda Agee

Commissioner Ward 2

James Harrod

Commissioner Ward 3-Vice Mayor

Keith Hall

Commissioner Ward 4

John Winterringer

Commissioner Ward 5

Steve Smith

Commissioner Ward 6

ABSENT: None

INVOCATION

Rev. Amy Perkins

First United Presbyterian Church

FLAG SALUTE

Led by Commissioner Stephens

AGENDA ITEM NO. 1:

Consider approval of Agenda.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Hall, to approve the Agenda. Motion carried 7-0.

AYE: Harrod, Hall, Winterringer, Smith, Stephens, Agee, Mainord

NAY: None

AGENDA ITEM NO. 2:

Consider approval of Consent Agenda:

- a. Minutes from the August 5, 2013 regular meeting and the August 7, 2013 special called meeting.
- b. Acknowledge the following minutes and reports:
  - Planning Commission minutes from July 3, 2013
  - License Payment Report for July 2013
  - Project Payment Report for July 2013
- c. Approve lease agreement with the YMCA for Lions Club Ball Field Complex
- d. Approve additional funding for court remodeling project
- e. Approve agreement for the sub-grant of Emergency Management Performance Grant Funds and authorize staff to execute agreement for the sub-grant.

A motion was made by Commissioner Hall, seconded by Vice Mayor Harrod, to approve the Consent Agenda Item Nos. 2(a-e). Motion carried 7-0.

AYE: Hall, Harrod, Mainord, Winterringer, Smith, Stephens, Agee

NAY: None

AGENDA ITEM NO. 3: Commissioners Comments

Commissioner Agee commended Emergency Management Director Don Lynch for being awarded the Emergency Management Performance Grant.

Commissioner Hall encouraged citizens that were able to donate to the municipal pool improvement fundraising drive.

Commissioner Smith asked about spraying for mosquitos. Director of Operations James Bryce advised they have divided the city into quadrants and that spraying is being done each night.

AGENDA ITEM NO. 4: Citizens Participation  
(A three minute limit per person)  
(A twelve minute limit per topic)

There was no Citizen Participation.

AGENDA ITEM NO. 5:

Public hearing and consideration of an ordinance rezoning property located at 5 Mullins Drive, from A-1; Agricultural to R-1; Single Family Residential. Case #P10-13 Applicant: Gary Mullins

Community Development Director Justin Erickson gave a staff report and informed that the Planning Commission recommended approval of this rezoning request as R-E; Rural Estates instead of R-1; Single Family Residential.

Mayor Mainord declared a public hearing in session to consider an ordinance rezoning property located at 5 Mullins Drive, from A-1; Agricultural to R-E; Rural Estates. Applicant Gary Mullins spoke in favor of the rezoning. He stated that the intended use was to divide the property into two parcels and sell them individually. No one appeared against said rezoning and the public hearing was closed.

A motion was made by Commissioner Hall, seconded by Commissioner Winterringer, to approve the ordinance rezoning property located at 5 Mullins Drive, from A-1; Agricultural to R-E; Rural Estates.

Ordinance No. 2514NS was introduced.

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, OKLAHOMA, TO-WIT: THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (E/2 SW/4 NW/4 NW/4) AND THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (W/2 SE/4 NW/4 NW/4) OF SECTION NINE (9), TOWNSHIP TEN (10) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, LESS A TRACT OF LAND DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF LOT 63, GRANADA COUNTRY ESTATES, TO THE CITY OF SHAWNEE; THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 202.76', CHORD BEARING OF S88°34'03"W, CHORD DISTANCE OF 21.58', FOR AN ARC DISTANCE OF 21.59'; THENCE N88°22'52"W FOR A DISTANCE OF 121.71'; THENCE N01°01'20"E FOR A DISTANCE OF 659.56'; THENCE S88°14'21"E FOR A DISTANCE OF 143.00 FEET; THENCE S00°59'53"W FOR A DISTANCE OF 658.06' TO THE POINT OF BEGINNING, REZONING SAID PROPERTY FROM A-1; AGRICULTURAL TO R-E; RURAL ESTATES AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

Motion carried 7-0.

AYE: Hall, Winterringer, Smith, Stephens, Agee, Harrod, Mainord

NAY: None

Ordinance No. 2514NS was adopted by the City Commission

AGENDA ITEM NO. 6:

Public hearing and consideration of an ordinance rezoning property located at 2400 North Harrison from R-1; Single Family Residential to C-3; Automotive, Commercial and Recreation.  
Case #P11-13 Applicant: Lynn Baucom

Mr. Erickson gave the staff report and stated that the Planning Commission recommended approval of the requested rezoning.

Mayor Mainord declared a public hearing in session to consider an ordinance rezoning property located at 2400 North Harrison from R-1; Single Family Residential to C-3; Automotive, Commercial and Recreation. Mr. Roger Henson, attorney for applicant Lynn Baucom spoke in favor of said rezoning. No one appeared against said rezoning and the public hearing was closed.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Hall, to approve the ordinance rezoning property located at 2400 North Harrison from R-1; Single Family Residential to C-3; Automotive, Commercial and Recreation.

Ordinance No. 2515NS was introduced.

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, OKLAHOMA, TO-WIT: A TRACT OF LAND DESCRIBED AS BEGINNING AT A POINT 1300 FEET SOUTH OF THE NORTHEAST CORNER OF SECTION SEVEN (7), TOWNSHIP TEN (10) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA; THENCE WEST 333 FEET; THENCE SOUTH 150 FEET; THENCE EAST 333 FEET; THENCE NORTH 150 FEET TO THE POINT OF BEGINNING, REZONING SAID PROPERTY FROM R-1; SINGLE FAMILY RESIDENTIAL TO C-3; AUTOMOTIVE, COMMERCIAL, AND RECREATION AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

Motion carried 7-0.

AYE: Harrod, Hall, Winterringer, Smith, Stephens, Agee, Mainord  
NAY: None

Ordinance No. 2515NS was adopted by the City Commission

AGENDA ITEM NO. 7:

Public hearing and consideration of an ordinance rezoning property located in the 300 Block, Shawnee Mall Drive from A-1;

Agricultural to C-3; Automotive,  
Commercial and Recreation.  
Case #P12-13 Applicant: Vintage  
Dwellings, LLC

Mr. Erickson gave the staff report stating that the Planning Commission had recommended approval.

Mayor Mainord declared a public hearing in session to consider an ordinance rezoning property located in the 300 Block, Shawnee Mall Drive from A-1; Agricultural to C-3; Automotive, Commercial and Recreation. Mr. Bobby Dolatabdi, attorney for the applicant, appeared and spoke in favor of said rezoning. No one appeared against said rezoning and the public hearing was closed.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Winterringer, to approve the ordinance rezoning property located in the 300 Block, Shawnee Mall Drive from A-1; Agricultural to C-3; Automotive, Commercial and Recreation.

Ordinance No. 2516NS was introduced.

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, OKLAHOMA, TO-WIT: A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER (NE/4) OF SECTION THIRTY-ONE (31), TOWNSHIP ELEVEN (11) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID NE/4; THENCE N89°38'30"E ALONG THE NORTH LINE OF SAID NE/4 A DISTANCE OF 1274.75 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE ATCHISON, TOPEKA & SANTA FE RAILROAD; THENCE S02°14'09"E ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 1236.52 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S02°14'09"E ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 1039.15 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF INTERSTATE 40; THENCE S73°S6'36"W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 69.74 FEET; THENCE S85°44'48"W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 151.75 FEET; THENCE S86°57'57"W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 99.80 FEET; THENCE S86°44'21"W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 202.32 FEET; THENCE S84°57'49"W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 97.78 FEET; THENCE S89°10'55"W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 58.91 FEET; THENCE N00°55'25"E A DISTANCE OF 1098.41 FEET; THENCE S89°42'29"E A DISTANCE OF 618.08 FEET TO THE POINT OF BEGINNING, REZONING SAID PROPERTY FROM A-1; AGRICULTURAL TO C-3; AUTOMOTIVE, COMMERCIAL, AND RECREATION AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

Motion carried 7-0.



AYE: Harrod, Winterringer, Smith, Stephens, Agee, Mainord, Hall  
NAY: None

Ordinance No. 2516NS was adopted by the City Commission

AGENDA ITEM NO. 8: Consideration of Letter of Intent to enter into partnership with the YMCA on the KABOOM grant for a community built playground at Lions Club in the current location of the YMCA's playground just north of the gymnasium.

Director of Operations James Bryce gave a staff report regarding this item. He stated that this grant, if received, will furnish playground equipment for a community built project. City staff will provide some assistance in the pre-build stages but volunteer labor will be utilized for most of the project. The usual \$8,000 matching fund amount has been waived for communities in tornado affected areas.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Stephens, to enter into a Letter of Intent to enter into partnership with the YMCA on the KABOOM grant for a community built playground at Lions Club in the current location of the YMCA's playground. Motion carried 7-0.

AYE: Harrod, Stephens, Agee, Mainord, Hall, Winterringer, Smith  
NAY: None

AGENDA ITEM NO. 9: Consideration and possible action on applications of Linn Operating, Inc. to plug two (2) oil wells.

Emergency Management Director Don Lynch gave the staff report. He stated that the reason for the plugging of this wells is that they are no longer profitable. He noted that the Corporation Commission had also issued permits to plug these wells.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Hall, to approve the applications of Linn Operating, Inc. to plug two (2) oil wells. Motion carried 7-0.

AYE: Harrod, Hall, Winterringer, Smith, Stephens, Agee, Mainord  
NAY: None

AGENDA ITEM NO. 10: Acknowledge Sales Tax Report received August 2013.

Cynthia Sementelli, Finance Director, reported that August Sales Tax receipts were up \$126,711.00 this month or 9.46% compared to last year actual for the same time frame. August Sales tax amount received plus interest was \$1,466,250.00 which accumulatively for the fiscal year we are up \$89,402.00 or 3.24%.

AGENDA ITEM NO. 11: New Business (Any matter not known about or which could not have been reasonably foreseen prior to the posting of the agenda)

There was no New Business.

AGENDA ITEM NO. 12: Administrative Reports

City Clerk Phyllis Loftis introduced the new Assistant Airport Manager Keenan English.

AGENDA ITEM NO. 13: Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (7:05 p.m.)

\_\_\_\_\_  
WES MAINORD, MAYOR

ATTEST:

\_\_\_\_\_  
PHYLLIS LOFTIS, CMC, CITY CLERK

**Regular Board of Commissioners**

**2. b.**

**Meeting Date:** 09/03/2013

Normal Retirement Randy Swinson

Submitted By: Donna Mayo, Administration

Department: Administration

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Information

Title of Item for Agenda

Acknowledge Oklahoma Municipal Retirement Fund Normal Retirement for Randy Swinson.

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**Regular Board of Commissioners**

**5.**

**Meeting Date:** 09/03/2013

Recycling

Submitted By: Donna Mayo, Administration

Department: Administration

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Information

Title of Item for Agenda

Presentation on recycling proposal.

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Attachments

Recycling Proposal

CITY OF SHAWNEE/CENTRAL DISPOSAL

RECYCLING PROPOSAL

1. City will give Central 90 day's written notice to proceed on Alternative A; 120 Days for Alternatives B & C.
2. Alternative Proposals:
  - A. Mandatory Weekly Curbside Recycling.
    1. \$3.50 – Curbside separation, 16 gallon tub. Paper, plastic, glass and aluminum only. City may remove both recycling centers. Central will make suitable arrangements for cardboard at the Transfer Station. For replacement of a recycle receptacle, customers will pay a fee equal to Central's cost of the receptacle.
    2. Increase "Additional Polycarts" to \$8.00.
    3. Reduce "Small" Polycart Pickup to \$6.50. Pay as you throw would result in the same % for a 65 gal as 96 gal. Would also allow people who recycle to go to the smaller polycart and have no additional cost. If the City elects to take away one or both recycling centers, the customer would save an additional thirty to sixty cents per month. Absolutely no Solid Waste Pickup on either side of "Small Polycart."
    4. Require a \$25.00 deposit for all new Service on each Solid Waste Polycart. If Polycart is returned to Central, City pays customer their deposit. If customer defaults, City and Central split the deposit.
  - B. Mandatory weekly curbside recycling. Paper, plastic and aluminum only. City may remove both recycling centers. Central will make suitable arrangements for glass and cardboard at the Transfer Station. For replacement of a recycle receptacle, customers will pay a fee equal to Central's cost of the receptacle.
    1. \$3.75 – Single Stream 65 gallon Recycling Polycart.
    2. Same as above.
    3. Same as above.
    4. Same as above.
  - C. Mandatory weekly curbside recycling
    1. \$4.00 – Single Stream 65 gallon Recycling Polycart. Paper, plastic and aluminum only.
    2. No other changes.

The above proposals are conditioned upon the City's counsel opining that any such amendments to the contract do not jeopardize the original agreement between the City and Central and will not result in a re-bid of the contract or any parts thereof.

**Regular Board of Commissioners**

**6.**

**Meeting Date:** 09/03/2013

Possible action on Recycling Options

Submitted By: Donna Mayo, Administration

Department: Administration

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Information

Title of Item for Agenda

Discussion, consideration and possible action on establishing a recycling program.

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**Regular Board of Commissioners**

7.

**Meeting Date:** 09/03/2013

Renewal CVB Contract

Submitted By: Donna Mayo, Administration

Department: Administration

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Information

Title of Item for Agenda

Discussion, consideration and possible action on renewal of contract with the Chamber of Commerce regarding Convention and Visitors Bureau after receiving their completed audit.

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Attachments

Agreement

Audit

Budget

Inventory

## **AGREEMENT FOR OPERATION OF CONVENTION & VISITORS BUREAU**

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, is between the City of Shawnee, a municipal corporation ("City"), and the Greater Shawnee Area Chamber of Commerce ("Chamber"). It sets forth the duties and responsibilities of each of the parties for the operation of a Convention and Visitor's Bureau ("CVB") under the auspices of Chamber.

### **I. DUTIES AND RESPONSIBILITIES OF CHAMBER**

**A. Operation of CVB.** Chamber agrees to operate CVB for the purposes of encouraging, promoting, and fostering conventions, conferences, and tourism development in the City of Shawnee consistent with Sections 25-226 through 25-239, inclusive, of the Shawnee Municipal Code and the Resolutions and Ordinances of the City. Chamber shall be responsible for the day-to-day management of the CVB consistent with this Agreement, policies, and procedures established by Chamber upon recommendation of the Tourism Advisory Committee (TAC), the annual program of work developed by Chamber upon recommendation of TAC, and the budget approved by City.

**B. Employees.** Chamber agrees to provide a qualified and competent staff to be assigned to CVB and to provide all the management and administrative services required to present a viable promotional program including, but not limited to, the gathering and dissemination of information, ideas, research, promotional programs, servicing conventions (including all normal convention support services and equipment), representing local business, negotiating civic and hotel interests with associations and other convention groups, and assisting in development and promotion of local activities and attractions designed to enhance the City's tourist desirability. Staff assigned to CVB shall provide assistance to TAC in carrying out its obligations under this Agreement.

Chamber shall hire the employees to carry out its obligations in this Agreement. The salary and benefits of Chamber employees assigned to CVB functions shall be paid entirely from proceeds of the Hotel Tax pursuant to the procedures in Article V of this Agreement.

All employees carrying out tasks pursuant to this Agreement are employees of the Chamber and are not employees of TAC or the City of Shawnee.

**C. Facilities.** Chamber agrees to provide office and work space for the operation of CVB, including maintenance (interior and exterior), janitorial services, building identification, signage, and all utilities (except telephone). Chamber shall be reimbursed for overhead costs based on indirect cost allocations as determined by Chamber and approved by TAC, set out in the Annual Operating Budget, and from the proceeds of the Hotel Tax. Payment shall be made pursuant to the procedures in Article V of this Agreement. Chamber shall not charge rent for the office and work space provided.

**D. Management Services.** Chamber agrees to provide other equipment and management services for the operation of the CVB. It shall allow reasonable use of its files, data bases, records, and other information relative to convention and tourism activities, and access to its computer, audiovisual/technical/media equipment, and other equipment of the Chamber necessary to implement the said promotional program. The equipment shall include furniture, photocopier, postage machine, and telephone



equipment. The services shall include bookkeeping, accounting, auditing, reception, oversight, and human resources functions. All employees (whether assigned to CVB or provided as part of management services) shall be bonded, and Chamber shall carry insurance insuring both Chamber and City against all legal liability in amounts equal to those set out in the Oklahoma Governmental Tort Claims Act and workers' compensation laws. Proof of insurance and bonding shall be attached to this Agreement. The premiums for insurance and bonding shall be included in the management services fee set out in this paragraph. Chamber shall be reimbursed for management services based on indirect cost allocations as determined by Chamber and approved by TAC as set out in the annual operating budget, from the proceeds of the Hotel Tax. Payment shall be made pursuant to the procedures in Article V of this Agreement.

Chamber shall be reimbursed for the CVB's telephone and for actual postage used relating to the CVB. Payment shall be made pursuant to the procedures in Article V of this agreement.

**E. Indirect Costs.** Indirect costs represent the expenses of doing business that are not readily identified with a particular grant, contract, project function or activity, but are necessary for the general operation of the CVB and the conduct of activities it performs..

**F. Records and Reporting**

**1. Reports.** Chamber will provide a monthly report of CVB's activities and finances (including income, expenditures, and balance) at the regular meetings of the TAC and to the City Treasurer or designee. Chamber will also provide quarterly report in an appearance before the City Commission. The report will include a financial report as well as accomplishments in the previous quarter and plans for the upcoming quarter.

**2. TAC Minutes.** Chamber shall be responsible for recording minutes of the meetings of the TAC that represent all views presented at a meeting, including those of ex-officio members. The minutes shall be distributed to the Chamber Executive Committee, the TAC, and City.

**3. Inspection and Audit.** Chamber agrees to keep its books and records pertaining to the operation of the CVB open during regular business hours for inspection by the TAC, the Director of Finance of the City, any designee, or persons designated by City to perform audits. Chamber agrees to include the funds paid to it pursuant to this Agreement in its annual audit and to provide a copy of that audit to City no later than April 30 of each year. Copies of books and records shall be furnished to City, its staff, auditors, and elected officials at no additional charge.

**4. Compliance with Open Meeting and Open Records Laws.** All meetings of the TAC shall be subject to the provisions of the Open Meeting Law (25 O.S. §§ 301-314). The records of the Chamber relating to the operation of the CVB shall be subject to the provisions of the Open Records Law (51 O.S. §§ 24A 1-29). CVB staff shall post agendas for TAC meetings on the City of Shawnee website. Copies of records shall be provided to City and its staff and elected officials without charge.

**G. Budget.** Chamber will advise TAC no later than the TAC's March meeting of each year of any proposals to increase or decrease the amount charged for rent, management services, or reimbursables for the next fiscal year to allow time for negotiations and agreement for submission of a budget to City. City's Contract Review Committee shall review the request in accordance with its procedures and make its recommendation to the Mayor and City Commission. The submission is due April 1 and, as part of its submission to the Contract Review Committee, Chamber shall submit a clean, unqualified audit of its financials and be prepared to substantiate the annual services rendered and discuss general operations items of the previous year. The budget request shall be prepared in accordance with the requirements set out in II(G). The Contract Review Committee shall forward a recommendation to the City Commissioners for its approval.

## II. DUTIES AND RESPONSIBILITIES OF TAC

**A. General.** TAC shall continue to have all the powers, duties, and responsibilities consistent with Sections 2-171 through 2-176 and Sections 28-65 through 28-86 of the Shawnee Municipal Code and any other Resolutions and Ordinances of the City.

**B. Program of Work.** TAC, aided by Chamber staff, shall prepare goals and objectives for the CVB and shall create an annual program of work. These documents will be presented to the Chamber no later than the February meeting to enable approval of the program of work by the Chamber and appropriate budget preparation.

**C. Policies and Procedures.** The TAC shall recommend such policies and procedures as it deems necessary to the Chamber for approval. The CVB shall operate consistently with this Agreement and the established policies and procedures and annual program of work.

**D. Communications.** TAC shall report any problems with the operation and management of the CVB or the employees providing services pursuant to this Agreement to the Chamber CEO, the Chamber Executive Committee, and to the City Manager.

**E. Expenditures.** TAC shall monitor revenues and expenses of the CVB and report any concerns to the Chamber CEO, the Chamber Executive Committee, the City's Finance Director, the City Manager, and the Mayor.

**F. Revenue.** The TAC shall determine whether to charge for its services, including advertising, and to set those rates. Any revenue so generated shall be accounted for by the Chamber as part of the budget.

**G. Budget.** TAC shall participate in preparation of the budget for presentation to City for approval, but the final determination of budget to be presented shall be made by Chamber. The budget shall be detailed and shall set forth fees for management services and personnel costs, as well as line items for the program of work developed for the CVB. Advance approval of City is required for all capital expenditures and all expenditures in excess of \$5,000 for depreciable assets; and in excess of \$10,000 for services, publications, etc., or non-depreciable assets. Expenditures for event support shall not require advance approval of the City. Approval of a line item in the budget by

City will be deemed advance approval of the expenditure. The budget shall be submitted to City no later than April of each year. (See provisions of I(G) above.)

### III. JOB DUTIES AND RESPONSIBILITIES OF TAC AND CHAMBER

**A. Communication.** The TAC chair shall serve as an ex-officio member of the Chamber Board of Directors. Conversely, Chamber chair shall serve as an ex-officio, non-voting member of the TAC. CVB staff, a representative of TAC and the City Manager or designee shall meet quarterly to discuss current and future projects, needs and challenges.

**B. Contract Amendments.** Request for changes may be made jointly or by only one party at any time. Requests for financial changes shall be made in the annual budget presentation.

### IV. DUTIES AND RESPONSIBILITIES OF CITY OF SHAWNEE

**A. Collection and Disbursement of Hotel Tax.** City shall collect the Hotel Tax as set out by law. Each month the City shall distribute collections as follows:

1. One percent (1%) to the City of Shawnee as an administrative fee;
2. The sum of \$1,700.00 per month to the Shawnee Municipal Authority as reimbursement for the payment of the loan on the property described as:
  - a. The remaining funds to the Chamber.
  - b. The City's Finance Officer shall prepare an estimate of revenues for the year and furnish it to the City Manager, TAC, and the Chamber by February 1 each year. The City Commission shall review the Budget proposed by the Chamber for the operation of the CVB, the recommendation of the Contract Review Committee, the report of activities, and all other information it considers necessary, and then appropriate the funds in accordance with a budget for the Chamber's operation of the CVB. The City Commission shall appropriate 95% of the projected net proceeds for the ensuing year. Any unappropriated fund balances available at the end of the year shall be (i) carried over for budgeting in the next fiscal year; and/or (ii) kept as a reserved fund balance restricted to the uses set forth in the Hotel Tax ordinance; and/or (iii) used to reimburse the SMA for its assumption of the debt existing on the Chamber's purchase of land for a Visitor's Center.
  - c. The City may amend the budget for the operations of the CVB during the year in the same manner as it would any other budget based upon revenues collected.

**B. Staff Assistance.** City will provide advice and assistance upon request from its various departments in providing training and advice to the employees and volunteers who have responsibilities under this Agreement. Specifically, the City's Finance Department, on request, will provide assistance in the preparation of budgets, budget

amendments, and requirements from the City's auditor. The City Attorney shall provide legal advice to TAC pursuant to Section 2-172 of the Shawnee Municipal Code. The advice shall include the review of contracts for form and legality (but not substance); the adequacy of notices and agenda for compliance with Open Meeting law; review of open records request for assistance in responding in compliance with law; preparation of standard forms; and any other matter in which there is no ethical conflict related to the City Attorney's representation of the City. In the event of a conflict, upon notice and request of TAC or Chamber, the Commission will either engage other counsel for the TAC at City's expense; authorize the payment of counsel from tax revenues; or reserve the determination of payment of outside counsel fees until the resolution of the dispute.

**C. City Manager.** The City Manager shall make himself or a designee available for the quarterly meetings required in III (A) above.

**D. Contract Review Committee.** City agrees its Contract Review Committee will meet in a timely fashion so as not to delay recommendation for budget and renewal.

## V. INVESTMENTS AND ACCOUNTING

**A. Investment of Funds; Allocation of Interest.** The Hotel Tax shall be invested in interest bearing accounts and all interest earned from such investment shall be maintained in the account. If there are unencumbered funds at the close of the fiscal year, the TAC may recommend in its budget to carry the unencumbered balance forward or to establish a reserve fund as it deems prudent and necessary. Unencumbered funds remain the property of City and in no event will become the property of Chamber.

In the event this Agreement or any successor agreement is terminated, all funds in the possession of Chamber relating to the Hotel Tax shall be returned to City.

**B. Accounting of Proceeds.** Chamber shall place the proceeds in CVB accounts, designated for the purposes set out by the ordinance, and spent as follows:

1. Chamber shall be reimbursed after each payroll for salary and related expenses for the personnel assigned to the CVB. The request for reimbursement shall be accompanied by records showing hours worked, leave taken, leave accumulated to date, and a listing of amounts paid to each employee in salary or on the employee's behalf as benefit.
2. The CVB account shall be invoiced for management services the sum of \$3,360.00 on the 1<sup>st</sup> of each month. Other reimbursable expenses shall be invoiced at the same time.
3. Proceeds may be used to pay for 50% of the Chamber's share of assessments pursuant to Chamber's Occupancy Agreement with the Shawnee Economic Development Foundation. A budget amendment, approved by the City, shall be required.
4. Except as set out elsewhere in this Agreement, expenses of the CVB not otherwise included in its annual budget shall be paid only after approval by City, through the Office of the City Manager. Chamber shall present to

City, not less often than quarterly, a detailed listing of expenditures provided by each vendor and, upon request by City, shall provide supporting documentation. Such documentation must contain sufficient information to determine that the expenses are appropriate under the Ordinance and this Agreement. Expenses not approved by City will be the fiscal responsibility of Chamber, and will not encumber proceeds of the Hotel Tax.

## VI. EQUIPMENT

**A. Equipment and Supplies.** Equipment and supplies purchased with proceeds of the Hotel Tax shall become the property of City. Equipment and supplies purchased by Chamber as part of management services and as a part of providing space shall become Chamber's property. Property belonging to City shall be disposed of only by following the procedures set out for disposition of all City property.

**B. Inventory.** The individual assigned by Chamber to be the Executive Director of the CVB shall be responsible for preparing and insuring the accuracy of a list of equipment owned by the parties, which list is attached to this Agreement and made a part hereof. The inventory list shall be amended whenever property is acquired or disposed of. Property belonging to City shall be returned to City to be declared surplus and disposed of according to law.

**C. Distribution of Equipment At End of Agreement.** In the event this Agreement is canceled or terminated during the term hereof, or in the event the parties fail to enter into a similar agreement in subsequent years, all equipment, furniture, fixtures, and improvements to which City holds title that have been used for the operation of the CVB under the terms of this Agreement shall be returned to City. City shall pay to Chamber an amount equal to Chamber's remaining unpaid obligation, if any, incurred in the purchase of same and otherwise indemnify Chamber from any further such liability provided, however, this provision shall in no event be applicable to furniture, fixtures, and improvements owned by and inventoried to the Chamber, title to which shall be and remain in the Chamber. All files and work products of CVB shall be the property of City.

Unless there is specific agreement to the contrary at the time of purchase, all equipment purchased for \$2,500 or more shall be deemed equipment belonging to the City.

## VII. TERM OF AGREEMENT, NO TRANSFER OR ASSIGNMENT

**A. Effective Date.** This Agreement shall take effect on the 1<sup>st</sup> day of July, 2013, and shall remain in effect until June 30, 2014. All modifications to this Agreement must be in writing and approved by Chamber and City. The Agreement will be reviewed annually in conformance with the budget request and appropriation as set out above. Approval of a budget and appropriation of funds shall be deemed to be a one year renewal of the Agreement.

**B. Transfer of Rights and Responsibilities.** No party to this agreement can transfer or assign its rights and responsibilities without approval of the other parties.

**C. Indemnification.** Upon termination of this Agreement, whether pursuant to breach or nonrenewal by any party, the City shall indemnify the Chamber and hold it harmless from loss from all lawful contracts entered into by the CVB and Chamber in furtherance of this Agreement.

## VIII. NON-DISCRIMINATION

**A. Non-Discrimination Agreement.** Chamber agrees not to discriminate against any employee, applicant for employment, or party seeking the services of CVB because of race, creed, color, national origin, gender, ancestry, disability, or Chamber membership. Chamber shall take affirmative action to insure that employees are provided equal opportunity in employment, promotion, demotion, transfer, or termination, rates or pay, or other forms of compensation, and selection for training.

**B. Chamber Membership Not Required.** Chamber membership shall not be required for any group, business, or individual to participate in or receive the services of the CVB.

## IX. WAIVER

The waiver by any part of any breach of any term, condition, or covenant herein contained shall not be deemed a waiver of any subsequent breach of the same, or any other term, condition, or covenant.

## X. BREACH OF AGREEMENT

If any party to this Agreement fails, refuses, or neglects to abide by its duties and responsibilities hereunder, any other party may give notice of such breach to all parties. The breaching party shall be notified, in writing, of its alleged breach and shall be given ninety (90) days (unless such time is extended by the non-breaching parties) to cure the breach. If the breach is due to violation of law or mismanagement or embezzlement of funds by the Chamber, the Agreement shall terminate immediately. If the breach is not remedied, the other parties may terminate the Agreement. The notice period shall not operate to extend the Agreement beyond its current term. Should the Agreement be terminated prior to the end of its regular term, the parties shall be governed by the provisions of Paragraphs IV(B) and V.

WITNESS OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.

GREATER SHAWNEE AREA CHAMBER OF  
COMMERCE, A NON-PROFIT CORPORATION

BY: \_\_\_\_\_  
CHAIRMAN OF THE BOARD

ATTEST:

\_\_\_\_\_  
SECRETARY

APPROVED by the Mayor and the City Commissioners of the City of Shawnee this \_\_\_\_ day  
of \_\_\_\_\_, 2013.

THE CITY OF SHAWNEE, OKLAHOMA  
A MUNICIPAL CORPORATION

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
PHYLLIS LOFTIS, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2013.

\_\_\_\_\_  
MARY ANN KARNS, CITY ATTORNEY

Mayor  
WES MAINORD



**The City of Shawnee**  
*Office of the Finance Director*

P.O. Box 1448  
Shawnee, Oklahoma 74802-1448  
(405) 878-1601 Fax (405) 878-1571  
[www.ShawneeOK.org](http://www.ShawneeOK.org)

**Commissioners**  
PAM STEPHENS  
LINDA AGEE  
JAMES HARROD  
KEITH HALL  
JOHN WINTERRINGER  
STEVE SMITH

**Date:** August 21, 2013

**To:** Mayor and City Commissioners

**From:** Cynthia Sementelli, Finance Director/Treasurer

A handwritten signature in blue ink, appearing to be "CS", is located to the right of the "From:" field.

**RE:** CVB Contract

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**Nature of the Request:**

Renewal of the CVB contract until June 30, 2014.

**Staff Analysis, Considerations:**

We have done a 60 day extension and a 30 day extension for the CVB contract while waiting for the audit of the Chamber. We have received the audit and it looks to be in order. There are three prior period adjustments that were made to this year's audit. One was for the bank note for fiscal year 2011 the Chamber had overstated the balance of the Arvest loan by \$45,773. They had not received the bank confirmation at December 2011. One adjustment was that the depreciation was overstated by \$9,082 and the last adjustment was for \$9550 which was from previous years and was not reflected in retained earnings and it was reasonably immaterial. Previous auditors did the audit and we would have to contact them to see what it was but the Chamber board agreed it wasn't worth the time to go back and look since it's immaterial.

**Recommendation:**

Staff is recommending renewing the CVB contract through June 30, 2014.

**Budget Consideration:**

None



**SHAWNEE CHAMBER OF COMMERCE  
SHAWNEE, OKLAHOMA**

**FINANCIAL STATEMENTS  
AND INDEPENDENT AUDITOR'S REPORT**

**FOR THE PERIOD ENDED  
DECEMBER 31, 2012**

**SHAWNEE CHAMBER OF COMMERCE**

FINANCIAL STATEMENTS  
For the period ended December 31, 2012

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SAMUEL S. ALEXANDER  
Certified Public Accountant

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304 South Hayes  
Wagoner, Oklahoma 74467  
918.485.2733 Facsimile 918.485.3666  
E-mail: [ndncpa@samuelalexandercpa.com](mailto:ndncpa@samuelalexandercpa.com)

INDEPENDENT AUDITOR'S REPORT

The Board of Trustees  
Shawnee Chamber of Commerce  
Shawnee, Oklahoma

I have audited the accompanying statement of financial position of Shawnee Chamber of Commerce (the Chamber), a nonprofit organization, as of December 31, 2012, and the related statements of activities and cash flows for the year then ended. These financial statements are the responsibility of the Chamber's management. My responsibility is to express an opinion on these financial statements based on my audit.

I conducted my audit in accordance with auditing standards generally accepted in the United States. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. I believe that my audit provides a reasonable basis for my opinion.

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Chamber as of December 31, 2012, and the changes in its net assets and its cash flows for the year then ended, in conformity with accounting principles generally accepted in the United States.

June 26, 2013  
Wagoner, Oklahoma

**Shawnee Chamber of Commerce**  
**Shawnee, Oklahoma**  
Statement of Financial Position  
December 31, 2012

ASSETS

Current assets:

Cash and cash equivalents	
Unrestricted	\$ 317,036
Temporarily restricted	102,853
Accounts receivable	14,519
Less allowance for doubtful accounts	(5,078)
Court bond	25,000
Total current assets	454,330

Property and Equipment at cost

Land - Convention/Visitors Bureau	502,890
Equipment - Chamber of Commerce \$77,002; Convention/Visitors Bureau \$28,872	105,874
Furniture and fixtures - Chamber of Commerce	16,020
Software - Chamber of Commerce	3,286
Leasehold improvements - Chamber of Commerce \$74,212; Convention/Visitors Bureau \$24,851	99,063
	727,133
Less: accumulated depreciation - Chamber of Commerce \$170,520;	
Convention/Visitors Bureau \$33,520	(204,040)
Net property and equipment	523,093

Total Assets \$ 977,423

LIABILITIES AND NET ASSETS

Current liabilities:

Accrued compensated absences - Chamber of Commerce	\$ 6,670
Payroll tax liabilities	3,532
Accounts payable - Chamber of Commerce \$12,608; Convention/Visitors Bureau \$37,629	50,237
Deferred income	600
Larry Chambers trust	1,030
Notes payable - Arvest - Chamber of Commerce \$15,000; Convention/Visitors Bureau \$173,000	188,000
Total Current Liabilities	250,069

NET ASSETS

Unrestricted	141,687
Temporarily restricted	585,667
Total Net Assets	727,354

Total Liabilities and Net Assets \$ 977,423

The accompanying notes to the financial statements are an integral part of this statement.

Shawnee Chamber of Commerce  
Shawnee, Oklahoma  
Statement of Activities  
Year Ended December 31, 2012

Changes in Unrestricted Net Assets

Revenues:

Membership fees	\$ 150,884
Administrative fees	31,000
Non-dues income	42,555
Interest - Chamber of Commerce	23
Additional Program income	55,387
Total Unrestricted Revenues	<u>279,849</u>

Expenses

Program services	
Community development	
Committees	23,328
Special events	19,776
Tourism	
Supporting services	62,939
Management and general	182,211
Total Unrestricted Expenses	<u>288,254</u>

Increase (decrease in Unrestricted Net Assets)	<u>(8,405)</u>
--	----------------

Changes in Temporarily Restricted Net Assets

Revenue

Farmer/rancher event	1,000
County sales taxes	8,656
Buyers reception	500
Interest income	2,406
Premium sale	46,892
Pig roast and trophy auction	26,355
Contribution	49,175
Meeting income	567
Ag booster income	12,925
Scholarship	16,607
Surcharge	497,206
Exhibitor pictures	1,800
Woods Trust	1,840
Gain on investments	12,159
Total Temporarily Restricted Revenues	<u>678,088</u>

The accompanying notes to the financial statements are an integral part of this statement.

Shawnee Chamber of Commerce  
Shawnee, Oklahoma  
Statement of Activities  
Year Ended December 31, 2012  
(Continued)

Changes in Temporarily Restricted Net Assets (Continued)

Expenses	
Postage	200
General and administrative	210,809
Marketing	86,269
Advertising	49,552
Meeting expenses	1,018
Agri-booster expense	12,925
Exhibitor pictures	1,800
Farmer-rancher event	1,678
Depreciation	4,745
Event funding	41,895
Nomination day	462
Pig roast and trophy auction	16,164
Add on expense	49,175
Visitors guide expense	9,210
Buyers reception	972
Premium sale	46,892
Otto Krausse grants	600
Scholarship award grants	7,107
Management fees	943
Show expenses	403
Communications contest	1,125
Vouchers	5,832
Judges - county sales tax	2,625
Total Temporarily Restricted Expenses	<u>552,401</u>
Increase in Temporarily Restricted Net Assets	<u>125,687</u>

The accompanying notes to the financial statements are an integral part of this statement.

Shawnee Chamber of Commerce  
 Shawnee, Oklahoma  
 Statement of Activities  
 Year Ended December 31, 2012  
 (Continued)

Changes in Permanently Restricted Net Assets

Increase (Decrease in Permanently Restricted Assets)	\$ <u>          -</u>
Increase (Decrease) in Net Assets	117,282
Net Assets, Beginning of Year	545,667
Prior period adjustment	<u>        64,405</u>
Net Assets, Beginning of Year restated	<u>        610,072</u>
Net Assets, End of Year	<u><u>      \$ 727,354</u></u>

The accompanying notes to the financial statements are an integral part of this statement.

Shawnee Chamber of Commerce  
Shawnee, Oklahoma  
Statement of Financial Position  
December 31, 2012

Cash flows from operating activities:		
Increase (decrease) in net assets	\$	117,282
Adjustments to reconcile net income (loss) to net assets to net cash provided (used) by operating activities		
Depreciation		4,745
Changes in assets and liabilities		
(Increase) decrease in accounts receivable (net of allowance for doubtful accounts)		(7,774)
Increase (decrease) in accounts payable		36,344
Increase (decrease) in accrued compensated absences		4,216
Increase (decrease) in deferred income		(1,100)
Total adjustments		27,999
Net cash provided by operations		145,281
Cash flows from capital activities:		
Equipment addition		(5,622)
Cash flows from financing activities:		
Loan principal paid	(11,182)	
Additional borrowing	15,000	3,818
Cash flows from other activities:		
Post court bond		(25,000)
Net increase in cash and cash equivalents, Before additional adjustments		118,477
Initial balance correction	(54,815)	
Prior period adjustment	64,405	9,590
Net increase in cash and cash equivalents		128,067
Cash and cash equivalents, Beginning of year		291,822
Cash and cash equivalents, End of year		\$ 419,889

The accompanying notes to the financial statements are an integral part of this statement.



**NOTES TO FINANCIAL STATEMENTS**

**Shawnee Chamber of Commerce**  
**Shawnee, Oklahoma**  
Notes to the Financial Statements  
Year Ended December 31, 2012

**Note A – Organization**

The Shawnee Chamber of Commerce (the Chamber) was incorporated on March 25, 1920, as a nonprofit organization under section 501(c)(6) of the Internal Revenue Code for the purpose of creating and/or operating city-wide programs and activities which result in the creation and retention of jobs and capital within the City of Shawnee and surrounding areas. The Chamber operates the Convention and Visitor's Bureau (CVB) as a separate fund and its revenues are restricted for tourism development. Transactions between the Chamber and CVB have been eliminated in the accompanying financial statements. The primary sources of revenue are membership dues, funds received from special programs and events, and city surcharge revenues.

**Note B – Summary of Significant Accounting Policies**

Significant accounting and reporting policies applied in the preparation of the accompanying financial statements, for the year ended December 31, 2012, are detailed as follows:

**Basis of Accounting**

The accrual basis of accounting is used by the Chamber. Under the accrual basis of accounting, revenues are recognized when earned and expenses with incurred. Expenses incurred but not paid at year end are represented as liabilities on the statement of financial position. Other revenues are recognized when received or earned. Net assets represent the cumulative excess of revenues recognized over expense incurred.

**Financial Statement Presentation**

The accompanying financial statements are presented in accordance with Financial Accounting Standards Board (FASB) Statement No. 117, *Financial Statements of Not-for-Profit Organizations*. Under FASB Statement No. 117, the Chamber is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted, temporarily restricted, and permanently restricted.

**Recognition of Donor Restrictions**

Revenues that are restricted by a donor are reported as an increase in unrestricted net assets if the restriction expires in the reporting period in which the revenues are received. All other donor restricted revenues are reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

**Shawnee Chamber of Commerce**  
**Shawnee, Oklahoma**  
Notes to the Financial Statements  
Year Ended December 31, 2012

**Property and Equipment**

Donations of property and equipment are recorded as revenues at their estimated fair value. Such donations are reported as unrestricted revenues unless the donor restricts the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted revenues. Property and equipment purchased are capitalized at cost and depreciation expense is recognized.

Depreciation is calculated on a straight-line basis over the estimated useful lives of the property and equipment as follows:

Equipment and furniture	5-10 years
Software	3 years
Leasehold improvements	40 years

**Contributions Received and Made**

In accordance with FASB Statement No. 116, *Accounting for Contributions Received and Contributions Made*, pledges from contributors are recognized as support in the period designated by the donor. Unsolicited contributions are recognized as support when received. FASB Statement No. 116 defines a contribution as “an unconditional transfer of cash or other assets... Other assets include unconditional promises to give” FASB Statement No. 116 also requires the recognition of a liability for an unconditional promise to give by the organization. The liability and associated expense should be recognized at the time the organization has an obligation to transfer the promised assets in the future, which generally occurs when the donor approves a specific grant or when the recipient is notified.

**Functional Expenses**

The costs of providing the various programs and other activities have been summarized on a functional basis in the notes to financial statements. Accordingly, certain costs have been allocated among the programs and activities benefited. Functional expenses are allocated to programs and supporting services based on specific identification.

**Statement of Cash Flows**

In accordance with FASB Statement No. 95, *Statement of Cash Flows*, as amended by FASB Statement No. 117, the accompanying financial statements include a statement of cash flows. The statement is presented using the indirect method. For purpose of the statement of cash flows, cash and cash equivalents include checking and time deposits with maturities of ninety days or less.

**Shawnee Chamber of Commerce**  
**Shawnee, Oklahoma**  
Notes to the Financial Statements  
Year Ended December 31, 2012

**Use of Estimates**

Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets, liabilities, and net assets, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could differ from those estimates.

**Income Tax Status**

The Chamber qualifies as an organization exempt from income taxes under Section 501(c)(6) of the Internal Revenue Code. As such, no provision has been made for federal or state income taxes.

**Note C – Deposits, Investments and Collateral**

As of December 31, 2012, the carrying amounts of the Chamber’s deposits were \$419,889, and the bank balance was \$420,196. The collateral of the Chamber’s deposits is categorized to give an indication of the level of risk assumed by the Chamber at year’s end.

	Category		
	(1)	(2)	(3)
Deposits - cash and cash equivalents	<u>\$ 400,859</u>	<u>-</u>	<u>19,030</u>

*Category 1* - Insured or collateralized with securities held by the entity or by its agent in the entity’s name

*Category 2* - Collateralized with securities held by the pledging financial institution’s Trust department or agent in the entity’s name

*Category 3* - Uncollateralized

**Shawnee Chamber of Commerce**  
**Shawnee, Oklahoma**  
Notes to the Financial Statements  
Year Ended December 31, 2012

**ACCOUNTS RECEIVABLE**

**Note D**

Accounts receivable, as of December 31, 2012, consisted of the following:

<b>Shawnee Chamber of Commerce</b>	
Membership dues	\$ 10,339
Other	<u>4,180</u>
	<u>\$ 14,519</u>

Allowance for doubtful accounts of \$5,078 has been recognized at December 31, 2012.

**Note E – Property and Equipment**

During the year ended December 31, 2012, activity for property and equipment was as follows:

	January 1, 2012	Acquired	Dispositions	December 31, 2012
Land	\$ 502,890			502,890
Equipment - SL 7yr	100,753	5,121		105,874
Furniture - SL 10yr	15,519	501		16,020
Softwear - SL 3yr	3,286			3,286
Leasehold Improvements	99,063			99,063
	<hr/> 721,511	5,622		727,133
Accumulated depreciation	(208,377)	4,745		(204,040)
		<hr/> 9,082		
	<hr/> \$ 513,134	9,959		<hr/> 523,093

Depreciation expenses in the amount of \$4,745 relates to the Convention and Visitors Bureau

**Note F – Accounts Payable**

Accounts payable as of December 31, 2012 were \$50,237.

**Shawnee Chamber of Commerce**  
**Shawnee, Oklahoma**  
Notes to the Financial Statements  
Year Ended December 31, 2012

**Note G – Compensated Absences**

Employees earn vacation at the rate of one week after six months of service, then two weeks per year thereafter. Unused vacation is paid upon termination; however, accrued vacation may not be carried over beyond the employee's date of hire anniversary. Sick leave is paid up to a maximum of ten days per year. Upon termination, unused sick leave is not compensated.

The liability for accrued compensated absences, as of December 31, 2012, was \$6,670.

**Note H – Bank Debt**

The Chamber bank debt at December 31, 2012 consisted of the following:

Arvest Bank Note No. 5320074	\$173,000
Arvest Bank Note No. 4240372	<u>15,000</u>
	<u>\$188,000</u>

**Note I – Net Assets**

In accordance with FASB Statement No. 116, *Accounting for Contributions Received and Contributions made*, restricted net assets are created by donor restrictions, not by resolutions of the board of directors. The Chamber receives a portion of the proceeds for hotel/motel taxes collected by the City of Shawnee. In accordance with stipulations of the tax assessment, the revenues are to be used for the promotion of tourism in the City of Shawnee and surrounding area. As of December 31, 2012, the Convention and Visitor Bureau fund had a balance of \$585,667. This fund is reported as temporarily restricted net assets.

**Shawnee Chamber of Commerce**  
**Shawnee, Oklahoma**  
Notes to the Financial Statements  
Year Ended December 31, 2012

The Chamber Board of Directors has designated certain funds classified as unrestricted net assets for specific purpose, as follows:

Board-designated unrestricted net assets

Chamber of Commerce	\$ 5,122
Pottawatomie County Junior Livestock Show	<u>136,565</u>
 Total	 <u>\$ 141,687</u>

**Note J – Administrative Fees**

The Chamber administers the Convention and Visitors Bureau for which it received a fee of \$25,000 in 2012. These fees include administrative expenses for the Convention and Visitor's Bureau.

**Note K – Tourism**

On September 6, 1994, the Chamber entered into a contract with the City of Shawnee (the City) whereby the Chamber provides the city with planning and development programs designed to increase tourism and the number of visitors to the City, as well as to attract conferences, shows, and conventions to the greater Shawnee area. For these services, the City pays the Chamber 99 percent of the hotel occupancy surcharge area. During the year ended December 31, 2012, the Chamber received \$497,206 from the city.

**Shawnee Chamber of Commerce**  
 Shawnee, Oklahoma  
 Notes to the Financial Statements  
 Year Ended December 31, 2012

Note L - Summary of Functional Expenses

The following is a summary of expenses for unrestricted net assets by object of expenditures by function area for the year ended December 31, 2012:

	<u>Program Services</u>		<u>Management and General</u>	<u>Total</u>
	<u>Community Development</u>	<u>Tourism</u>		
Salaries and wages		49,619	96,290	145,909
Fringe benefits		5,914	11,807	17,721
Payroll taxes		3,164	8,098	11,262
Auto allowance			3,250	3,250
Advertising		2,025		2,025
Bank Charges			1,937	1,937
Capital improvements			7,200	7,200
Custodian			2,785	2,785
Dues and subscriptions			5,880	5,880
Equipment rental			1,135	1,135
Insurance			3,618	3,618
Maintenance and repairs		250	3,403	3,653
Public relations		501		501
Meeting expenses			2,415	2,415
Member expenses		64	2,036	2,100
Office supplies			3,188	3,188
Postage		366	1,849	2,215
Professional fees		789	9,673	10,462
Bad debt			1,722	1,722
Staff development			1,671	1,671
Telephone/utilities		247	14,254	14,501
Committee expense	23,328			23,328
Special events direct expenses	19,776			19,776
<b>Total</b>	<u>43,104</u>	<u>62,939</u>	<u>182,211</u>	<u>288,254</u>



Shawnee Chamber of Commerce  
Shawnee, Oklahoma  
Notes to the Financial Statements

Note M - Summary of Revenue and Expenses - Temporarily Restricted

The following is a summary of revenue and expenses by object for the temporarily restricted net assets for the year ended December 31, 2012:

	Pottawatomie Co. Junior Livestock Show	Convention and Visitor's Bureau	Total
<b>Revenue</b>			
Farmer/ranch event	1,000		1,000
Exhibitor pictures	1,800		1,800
Scholarship	16,607		16,607
Gain on investments	12,159		12,159
Interest income	2,349	57	2,406
Premium sale	46,892		46,892
Buyer's reception	500		500
Pig roast trophy auction	26,355		26,355
Contributions	49,175		49,175
Surcharge		497,206	497,206
Woods trust	1,840		1,840
County sales tax	8,656		8,656
Meeting income	567		567
Ag booster income	12,925		12,925
<b>Total Temporarily Restricted Revenues</b>	<b>180,825</b>	<b>497,263</b>	<b>678,088</b>
<b>Expenses</b>			
Postage	200	6,134	6,334
Salaries		128,474	128,474
Workers comp		676	676
Employee benefits		12,966	12,966
Marketing		86,269	86,269
Nomination Day	462		462
Pig roast and trophy auction	16,164		16,164
Office supplies		2,009	2,009
Visitor guide expenses		9,210	9,210
Scholarship	7,107		7,107
Show expense	403		403

**Shawnee Chamber of Commerce**  
 Shawnee, Oklahoma  
 Notes to the Financial Statements  
 Year Ended December 31, 2012

Note M - Summary of Revenue and Expenses - Temporarily Restricted (continued)

	Pottawatomie Co. Junior Livestock Show	Convention and Visitor's Bureau	Total
Advertising		49,550	49,550
Meeting expenses	1,018	2,878	3,896
Administrative fees			
Conventions and seminars		500	500
Office supplies			
Buyers' reception	972		972
Farmer-rancher event	1,678		1,678
Maintenance & improvements		4,680	4,680
Interest		9,580	9,580
Depreciation		4,745	4,745
Event support		41,895	41,895
Staff development		962	962
Audit		1,250	1,250
Concession and mileage - livestock show			
Add-on expenses	49,175		49,175
Exhibitors pictures	1,800		1,800
Auto - travel		6,600	6,600
Dues and subscriptions		1,659	1,659
Telephone/internet		4,312	4,312
Otto Krausse grants	600		600
Management fees	943	25,000	25,943
Bank charges		66	66
Communications contest	1,125		1,125
Vouchers - county sales tax	5,832		5,832
Judges - county sales tax	2,625		2,625
Premium sale expense	46,892		46,892
Agri-booster expense	12,925		12,925
Legal, other		3,065	3,065
Total Temporarily Restricted Expenses	149,921	402,480	552,401
Profit (Loss)	30,904	94,783	125,687

**Shawnee Chamber of Commerce**  
**Shawnee, Oklahoma**  
Notes to the Financial Statements  
Year Ended December 31, 2012

**Note N – Correction of an error treated as a prior period adjustment**

There are two significant reporting errors on the prior Statement of Financial Position. In the prior year, depreciation expense for the Chamber of Commerce was charged in excess of the historical cost basis of the assets, in the amount of \$9,082.

In addition, the long-term liability for a bank loan was overstated by approximately \$ 45,773 in the prior year.

Other corrections were necessary to the prior year balance sheet amounts.

The corrections treated as a prior period adjustment follows.

Excess accumulated depreciation	\$ 9,082
Overstating bank debt	45,773
Other combined errors	<u>9,550</u>
	<u>\$ 64,405</u>

**Note O – Subsequent Events**

In January 2013, real estate on the books of the Convention and Visitors Bureau and a related bank note were removed and assumed by the Shawnee Municipal Authority. The carrying amount of the real estate was \$502,890 at December 31, 2012; with the related bank loan balance in the amount of \$173,000 at the same date.

A dispute with the City of Shawnee surfaced in September 2012, and a lawsuit was filed by the Chamber relative to previous contractual language. A \$25,000 cash bond was posted by the Chamber subsequent to court directive; the litigation was settled amicably in early January 2013 and the cash bond subsequently returned to the Chamber.

**SHAWNEE CONVENTION & VISITORS BUREAU  
JULY 2013 - JUNE 2014 BUDGET**

INCOME	JUL2013-JUN2014 BUDGET	
Lodging Surcharge	527,000.00	
Visitor Publications	25,000.00	
<b>TOTAL INCOME</b>	<b>552,000.00</b>	<b>\$ 552,000.00</b>

EXPENSE	JUL2013-JUN2014 BUDGET	SUBTOTALS
<b>Advertising</b>		
Billboards	8,000.00	
Frontier Country	20,000.00	
Oklahoma Adventure District	1,000.00	
Total	<b>29,000.00</b>	<b>\$ 29,000.00</b>
Local Campaigns		
Shawnee Spirit	500.00	
Yellow Page	700.00	
Unallocated - Local Campaigns	6,500.00	
Total Local Campaigns	<b>7,700.00</b>	
Unallocated Advertising	26,000.00	
<b>Total Advertising</b>	<b>33,700.00</b>	<b>\$ 33,700.00</b>
<b>Event Funding</b>		
Airport Fly-in	2,000.00	
Arts Trek	1,000.00	
Bison Bike Tour	1,000.00	
Boo on Bell	750.00	
Good Sam's	1,000.00	
IFYR	3,500.00	
NBHA	1,200.00	
NJCAA Regional II Championship	2,500.00	
OKFQHR	1,750.00	
OK Jr. High Rodeo	1,400.00	
ORES State Academic	1,500.00	
ORES Baseball	3,000.00	
State 4-H	2,500.00	
Unallocated - Events	37,000.00	
Total Event Funding	<b>60,100.00</b>	<b>\$ 60,100.00</b>
<b>Marketing</b>		
Annual Report	1,000.00	
Hospitality Projects	2,000.00	
Media Relations	7,000.00	
Meeting Planner Material	5,000.00	
Meeting Recruitment	5,800.00	
Newsletter Databasing	700.00	
Research	1,500.00	
Photo/Video	1,000.00	
Promotional Products	30,000.00	
Local Relations	3,500.00	
Rack Cards	6,200.00	
Travel/Tradeshows	15,000.00	
Travelshow Display	4,000.00	
Visitor Publication Expense	45,000.00	
Website Maintenance/Hosting	4,500.00	
Unallocated Marketing	20,000.00	
Total Marketing	<b>152,200.00</b>	<b>\$ 152,200.00</b>

EXPENSE	JUL2013-JUN2014 BUDGET	SUBTOTALS
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**Operational**

Management Fee**	40,450.00
Audit	1,500.00
Auto Allowance	8,400.00
Contingency	1,000.00
Conventions & Seminars	1,500.00
Dues/Subscriptions	4,500.00
Employee Benefits	13,300.00
Equipment Purchase/Maintenance	4,000.00
Insurance - Workers' Comp	700.00
Meeting Expense	3,000.00
Office Supplies	6,000.00
Payroll Taxes	9,800.00
PR Contract	35,000.00
Postage	7,500.00
Reserve (5%)	26,350.00
Salaries	107,200.00
Staff Development	1,800.00
Telephone	5,000.00

<b>Total Operational</b>	<b>277,000.00</b>	<b>\$ 277,000.00</b>
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<b>TOTAL EXPENSE</b>		<b>\$ 552,000.00</b>
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**\*\*Management Fee**

CEO salary/payroll taxes - 30%	\$ 25,641.00
Bookkeeping/payroll taxes - 30%	\$ 9,832.00
Phone system payment - 50%	\$ 1,412.00
Copier usage and maintenance - 50%	\$ 2,430.00
Directors insurance - 30%	\$ 433.00
Property & Liability (includes bonds) - 30%	\$ 702.00
	<u>\$ 40,450.00</u>

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Boo on Bell	750.00	
Good Sam's	1,000.00	
IFYR	3,500.00	
NBHA	1,200.00	
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Total Local Campaigns	<b>7,700.00</b>	
Unallocated Advertising	26,000.00	
<b>Total Advertising</b>	<b>33,700.00</b>	<b>\$ 33,700.00</b>
<b>Event Funding</b>		
Airport Fly-in	2,000.00	
Arts Trek	1,000.00	
Bison Bike Tour	1,000.00	
Boo on Bell	750.00	
Good Sam's	1,000.00	
IFYR	3,500.00	
NBHA	1,200.00	
NJCAA Regional II Championship	2,500.00	
OKFQHR	1,750.00	
OK Jr. High Rodeo	1,400.00	
ORES State Academic	1,500.00	
ORES Baseball	3,000.00	
State 4-H	2,500.00	
Unallocated - Events	37,000.00	
<b>Total Event Funding</b>	<b>60,100.00</b>	<b>\$ 60,100.00</b>
<b>Marketing</b>		
Annual Report	1,000.00	
Hospitality Projects	2,000.00	
Media Relations	7,000.00	
Meeting Planner Material	5,000.00	
Meeting Recruitment	5,800.00	
Newsletter Databasing	700.00	
Research	1,500.00	
Photo/Video	1,000.00	
Promotional Products	30,000.00	
Local Relations	3,500.00	
Rack Cards	6,200.00	
Travel/Tradeshows	15,000.00	
Travelshow Display	4,000.00	
Visitor Publication Expense	45,000.00	
Website Maintenance/Hosting	4,500.00	
Unallocated Marketing	20,000.00	
<b>Total Marketing</b>	<b>152,200.00</b>	<b>\$ 152,200.00</b>



EXPENSE	JUL2013-JUN2014	
	BUDGET	SUBTOTALS

<b>Operational</b>		
Management Fee**	40,450.00	
Audit	1,500.00	
Auto Allowance	8,400.00	
Contingency	1,000.00	
Conventions & Seminars	1,500.00	
Dues/Subscriptions	4,500.00	
Employee Benefits	13,300.00	
Equipment Purchase/Maintenance	4,000.00	
Insurance - Workers' Comp	700.00	
Meeting Expense	3,000.00	
Office Supplies	6,000.00	
Payroll Taxes	9,800.00	
PR Contract	35,000.00	
Postage	7,500.00	
Reserve (5%)	26,350.00	
Salaries	107,200.00	
Staff Development	1,800.00	
Telephone	5,000.00	
	<hr/>	
<b>Total Operational</b>	<b>277,000.00</b>	<b>\$ 277,000.00</b>
		<hr/>
<b>TOTAL EXPENSE</b>		<b>\$ 552,000.00</b>
		<hr/> <hr/>

<b>**Management Fee</b>		
CEO salary/payroll taxes - 30%	\$	25,641.00
Bookkeeping/payroll taxes - 30%	\$	9,832.00
Phone system payment - 50%	\$	1,412.00
Copier usage and maintenance - 50%	\$	2,430.00
Directors insurance - 30%	\$	433.00
Property & Liability (includes bonds) - 30%	\$	702.00
	<hr/>	
	\$	40,450.00

**SHAWNEE CONVENTION & VISITORS BUREAU  
JULY 2013 - JUNE 2014 BUDGET**

INCOME	JUL2013-JUN2014 BUDGET	
Lodging Surcharge	527,000.00	
Visitor Publications	25,000.00	
<b>TOTAL INCOME</b>	<b>552,000.00</b>	<b>\$ 552,000.00</b>

EXPENSE	JUL2013-JUN2014 BUDGET	SUBTOTALS
<b>Advertising</b>		
Billboards	8,000.00	
Frontier Country	20,000.00	
Oklahoma Adventure District	1,000.00	
Total	<b>29,000.00</b>	<b>\$ 29,000.00</b>
Local Campaigns		
Shawnee Spirit	500.00	
Yellow Page	700.00	
Unallocated - Local Campaigns	6,500.00	
Total Local Campaigns	7,700.00	
Unallocated Advertising	26,000.00	
<b>Total Advertising</b>	<b>33,700.00</b>	<b>\$ 33,700.00</b>
<b>Event Funding</b>		
Airport Fly-in	2,000.00	
Arts Trek	1,000.00	
Bison Bike Tour	1,000.00	
Boo on Bell	750.00	
Good Sam's	1,000.00	
IFYR	3,500.00	
NBHA	1,200.00	
NJCAA Regional II Championship	2,500.00	
OKFQHR	1,750.00	
OK Jr. High Rodeo	1,400.00	
ORES State Academic	1,500.00	
ORES Baseball	3,000.00	
State 4-H	2,500.00	
Unallocated - Events	37,000.00	
<b>Total Event Funding</b>	<b>60,100.00</b>	<b>\$ 60,100.00</b>
<b>Marketing</b>		
Annual Report	1,000.00	
Hospitality Projects	2,000.00	
Media Relations	7,000.00	
Meeting Planner Material	5,000.00	
Meeting Recruitment	5,800.00	
Newsletter Databasing	700.00	
Research	1,500.00	
Photo/Video	1,000.00	
Promotional Products	30,000.00	
Local Relations	3,500.00	
Rack Cards	6,200.00	
Travel/Tradeshows	15,000.00	
Travelshow Display	4,000.00	
Visitor Publication Expense	45,000.00	
Website Maintenance/Hosting	4,500.00	
Unallocated Marketing	20,000.00	
<b>Total Marketing</b>	<b>152,200.00</b>	<b>\$ 152,200.00</b>

EXPENSE	JUL2013-JUN2014	
	BUDGET	SUBTOTALS

**Operational**

Management Fee**	40,450.00
Audit	1,500.00
Auto Allowance	8,400.00
Contingency	1,000.00
Conventions & Seminars	1,500.00
Dues/Subscriptions	4,500.00
Employee Benefits	13,300.00
Equipment Purchase/Maintenance	4,000.00
Insurance - Workers' Comp	700.00
Meeting Expense	3,000.00
Office Supplies	6,000.00
Payroll Taxes	9,800.00
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Reserve (5%)	26,350.00
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Staff Development	1,800.00
Telephone	5,000.00

<b>Total Operational</b>	<b>277,000.00</b>	<b>\$ 277,000.00</b>
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<b>TOTAL EXPENSE</b>		<b>\$ 552,000.00</b>
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**\*\*Management Fee**

CEO salary/payroll taxes - 30%	\$ 25,641.00
Bookkeeping/payroll taxes - 30%	\$ 9,832.00
Phone system payment - 50%	\$ 1,412.00
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Directors insurance - 30%	\$ 433.00
Property & Liability (includes bonds) - 30%	\$ 702.00
	<u>\$ 40,450.00</u>

**SHAWNEE CONVENTION & VISITORS BUREAU  
JULY 2013 - JUNE 2014 BUDGET**

INCOME	JUL2013-JUN2014 BUDGET	
Lodging Surcharge	527,000.00	
Visitor Publications	25,000.00	
<b>TOTAL INCOME</b>	<b>552,000.00</b>	<b>\$ 552,000.00</b>

EXPENSE	JUL2013-JUN2014 BUDGET	SUBTOTALS
<b>Advertising</b>		
Billboards	8,000.00	
Frontier Country	20,000.00	
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Local Campaigns		
Shawnee Spirit	500.00	
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Unallocated - Local Campaigns	6,500.00	
Total Local Campaigns	<b>7,700.00</b>	
Unallocated Advertising	26,000.00	
<b>Total Advertising</b>	<b>33,700.00</b>	<b>\$ 33,700.00</b>
<b>Event Funding</b>		
Airport Fly-in	2,000.00	
Arts Trek	1,000.00	
Bison Bike Tour	1,000.00	
Boo on Bell	750.00	
Good Sam's	1,000.00	
IFYR	3,500.00	
NBHA	1,200.00	
NJCAA Regional II Championship	2,500.00	
OKFQHR	1,750.00	
OK Jr. High Rodeo	1,400.00	
ORES State Academic	1,500.00	
ORES Baseball	3,000.00	
State 4-H	2,500.00	
Unallocated - Events	37,000.00	
<b>Total Event Funding</b>	<b>60,100.00</b>	<b>\$ 60,100.00</b>
<b>Marketing</b>		
Annual Report	1,000.00	
Hospitality Projects	2,000.00	
Media Relations	7,000.00	
Meeting Planner Material	5,000.00	
Meeting Recruitment	5,800.00	
Newsletter Databasing	700.00	
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Visitor Publication Expense	45,000.00	
Website Maintenance/Hosting	4,500.00	
Unallocated Marketing	20,000.00	
<b>Total Marketing</b>	<b>152,200.00</b>	<b>\$ 152,200.00</b>

EXPENSE	JUL2013-JUN2014	
	BUDGET	SUBTOTALS

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<b>TOTAL EXPENSE</b>		<b>\$ 552,000.00</b>
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	\$	40,450.00



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JULY 2013 - JUNE 2014 BUDGET**

INCOME	JUL2013-JUN2014 BUDGET	
Lodging Surcharge	527,000.00	
Visitor Publications	25,000.00	
<b>TOTAL INCOME</b>	<b>552,000.00</b>	<b>\$ 552,000.00</b>

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Frontier Country	20,000.00	
Oklahoma Adventure District	1,000.00	
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<b>Event Funding</b>		
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Arts Trek	1,000.00	
Bison Bike Tour	1,000.00	
Boo on Bell	750.00	
Good Sam's	1,000.00	
IFYR	3,500.00	
NBHA	1,200.00	
NJCAA Regional II Championship	2,500.00	
OKFQHR	1,750.00	
OK Jr. High Rodeo	1,400.00	
ORES State Academic	1,500.00	
ORES Baseball	3,000.00	
State 4-H	2,500.00	
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	BUDGET	SUBTOTALS

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PR Contract	35,000.00	
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	<hr/>	
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Property & Liability (includes bonds) - 30%	\$	702.00
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	\$	40,450.00

	EQUIPMENT	DESCRIPTION	SERIAL NUMBER	MODEL NUMBER
<b>Executive Director</b>	NeatDesk	Scanner	CNLF123V3681	
	HP Printer / new 2013	HP Officejet Pro 8600	CN27DBR31K	FPU: CN57764001
	Dell Printer / OLD	3100cn	old printer / needs to be disposed	
	Laptop	Dell 15R/red top	13406114125	service tag # 65PNJV1
	Seagate Free agent/white/silver/OLD Sales mgr	500GB	PN:9Za2AH-501	SN:2GE4Z5MP
	Seagate Free Agent/black/new 2013	500GB	PN:1D6AP1-500	SN:NA41SH8F
	2 Hon file cabinets	Vertical 4 drawer (locking)		
	1 Hon file cabinet	Short legal 2 drawer (locking)		
	Desk	5 Drawer		
	Office Chair	Black Leather		
	Staples shredder	Cross cut		
	I-Pad			
	<b>Staff / Open position</b>	Dell Printer/OLD	3000cn	old printer / needs to be disposed
Dell Laptop		Dell 15R/blue top	28191773773	CY8NJV1
Seagate Free agent/white/silver OLD		500GB	2GE4Z5MP	9ZA2AH-501
Seagate Free agent/black/new 2013		500GB	PN:1D6AP1-500	SN:NA41SGWX
Office Chair		Black Leather		
2 Guest Chairs		Black Leather		
Hon file cabinet		Vertical 4 drawer (locking)		
Hon file cabinet		Short legal 2 drawer (locking)		
I-Pad				
<b>General Office</b>	Dell Optiplex 360 computer	Tower	13468451329	Tag# 66QRNK1
	Dell Monitor	Flat Panel	CN:201R-74445-962-BOLS	DP/N-OC201R
	HP Printer	LaserJet 4050	old / needs to be disposed	
	HP Printer/ new 2013	Deskjet 3520	CN32N1GON9	
	Staples file cabinet	Short legal 2 drawer (locking)		
	Office Chair	Black Leather		
	Seagate Free Agent	500GB	2GE6HDZ7	SKW2AH-502
<b>Other</b>	Dell laptop	Latitude 2100	6159794185	Tag#:2YVDRM1
	Raffle Globe			
	Dell DLP Texas Instrument	Travel projector/screen	CN-0F079H-72571-963-0243	Tag# BSHT2H1
	2 Hon vertical file cabinet for Accounting	4 drawer (locking)		
	Ibico Binder		MCP4367	IBIMatic
	Whirlpool Refrigerator	White	VS21652006	W4TXNWFQ01
	Dolly			



	EQUIPMENT	DESCRIPTION	SERIAL NUMBER	MODEL NUMBER
<b>Executive Director</b>	NeatDesk	Scanner	CNLF123V3681	
	HP Printer / new 2013	HP Officejet Pro 8600	CN27DBR31K	FPU: CN57764001
	Dell Printer / OLD	3100cn	old printer / needs to be disposed	
	Laptop	Dell 15R/red top	13406114125	service tag # 65PNJV1
	Seagate Free agent/white/silver/OLD Sales mgr	500GB	PN:9Za2AH-501	SN:2GE4Z5MP
	Seagate Free Agent/black/new 2013	500GB	PN:1D6AP1-500	SN:NA41SH8F
	2 Hon file cabinets	Vertical 4 drawer (locking)		
	1 Hon file cabinet	Short legal 2 drawer (locking)		
	Desk	5 Drawer		
	Office Chair	Black Leather		
	Staples shredder	Cross cut		
	I-Pad			
	<b>Staff / Open position</b>	Dell Printer/OLD	3000cn	old printer / needs to be disposed
Dell Laptop		Dell 15R/blue top	28191773773	CY8NJV1
Seagate Free agent/white/silver OLD		500GB	2GE4Z5MP	9ZA2AH-501
Seagate Free agent/black/new 2013		500GB	PN:1D6AP1-500	SN:NA41SGWX
Office Chair		Black Leather		
2 Guest Chairs		Black Leather		
Hon file cabinet		Vertical 4 drawer (locking)		
Hon file cabinet		Short legal 2 drawer (locking)		
I-Pad				
<b>General Office</b>	Dell Optiplex 360 computer	Tower	13468451329	Tag# 66QRNK1
	Dell Monitor	Flat Panel	CN:201R-74445-962-BOLS	DP/N-OC201R
	HP Printer	LaserJet 4050	old / needs to be disposed	
	HP Printer/ new 2013	Deskjet 3520	CN32N1GON9	
	Staples file cabinet	Short legal 2 drawer (locking)		
	Office Chair	Black Leather		
	Seagate Free Agent	500GB	2GE6HDZ7	SKW2AH-502
<b>Other</b>	Dell laptop	Latitude 2100	6159794185	Tag#:2YVDRM1
	Raffle Globe			
	Dell DLP Texas Instrument	Travel projector/screen	CN-0F079H-72571-963-0243	Tag# BSHT2H1
	2 Hon vertical file cabinet for Accounting	4 drawer (locking)		
	Ibico Binder		MCP4367	IBIMatic
	Whirlpool Refrigerator	White	VS21652006	W4TXNFWQ01
Dolly				

	EQUIPMENT	DESCRIPTION	SERIAL NUMBER	MODEL NUMBER
<b>Executive Director</b>	NeatDesk	Scanner	CNLF123V3681	
	HP Printer / new 2013	HP Officejet Pro 8600	CN27DBR31K	FPU: CN57764001
	Dell Printer / OLD	3100cn	old printer / needs to be disposed	
	Laptop	Dell 15R/red top	13406114125	service tag # 65PNJV1
	Seagate Free agent/white/silver/OLD Sales mgr	500GB	PN:9Za2AH-501	SN:2GE4Z5MP
	Seagate Free Agent/black/new 2013	500GB	PN:1D6AP1-500	SN:NA41SH8F
	2 Hon file cabinets	Vertical 4 drawer (locking)		
	1 Hon file cabinet	Short legal 2 drawer (locking)		
	Desk	5 Drawer		
	Office Chair	Black Leather		
	Staples shredder	Cross cut		
	I-Pad			
	<b>Staff / Open position</b>	Dell Printer/OLD	3000cn	old printer / needs to be disposed
Dell Laptop		Dell 15R/blue top	28191773773	CY8NJV1
Seagate Free agent/white/silver OLD		500GB	2GE4Z5MP	9ZA2AH-501
Seagate Free agent/black/new 2013		500GB	PN:1D6AP1-500	SN:NA41SGWX
Office Chair		Black Leather		
2 Guest Chairs		Black Leather		
Hon file cabinet		Vertical 4 drawer (locking)		
Hon file cabinet		Short legal 2 drawer (locking)		
I-Pad				
<b>General Office</b>	Dell Optiplex 360 computer	Tower	13468451329	Tag# 66QRNK1
	Dell Monitor	Flat Panel	CN:201R-74445-962-BOLS	DP/N-OC201R
	HP Printer	LaserJet 4050	old / needs to be disposed	
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	Staples file cabinet	Short legal 2 drawer (locking)		
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	Seagate Free Agent	500GB	2GE6HDZ7	SKW2AH-502
<b>Other</b>	Dell laptop	Latitude 2100	6159794185	Tag#:2YVDRM1
	Raffle Globe			
	Dell DLP Texas Instrument	Travel projector/screen	CN-0F079H-72571-963-0243	Tag# BSHT2H1
	2 Hon vertical file cabinet for Accounting	4 drawer (locking)		
	Ibico Binder		MCP4367	IBIMatic
	Whirlpool Refrigerator	White	VS21652006	W4TXNWFQ01
	Dolly			

	EQUIPMENT	DESCRIPTION	SERIAL NUMBER	MODEL NUMBER
<b>Executive Director</b>	NeatDesk	Scanner	CNLF123V3681	
	HP Printer / new 2013	HP Officejet Pro 8600	CN27DBR31K	FPU: CN57764001
	Dell Printer / OLD	3100cn	old printer / needs to be disposed	
	Laptop	Dell 15R/red top	13406114125	service tag # 65PNJV1
	Seagate Free agent/white/silver/OLD Sales mgr	500GB	PN:9Za2AH-501	SN:2GE4Z5MP
	Seagate Free Agent/black/new 2013	500GB	PN:1D6AP1-500	SN:NA41SH8F
	2 Hon file cabinets	Vertical 4 drawer (locking)		
	1 Hon file cabinet	Short legal 2 drawer (locking)		
	Desk	5 Drawer		
	Office Chair	Black Leather		
	Staples shredder	Cross cut		
	I-Pad			
<b>Staff / Open position</b>	Dell Printer/OLD	3000cn	old printer / needs to be disposed	
	Dell Laptop	Dell 15R/blue top	28191773773	CY8NJV1
	Seagate Free agent/white/silver OLD	500GB	2GE4Z5MP	9ZA2AH-501
	Seagate Free agent/black/new 2013	500GB	PN:1D6AP1-500	SN:NA41SGWX
	Office Chair	Black Leather		
	2 Guest Chairs	Black Leather		
	Hon file cabinet	Vertical 4 drawer (locking)		
	Hon file cabinet	Short legal 2 drawer (locking)		
	I-Pad			
<b>General Office</b>	Dell Optiplex 360 computer	Tower	13468451329	Tag# 66QRNK1
	Dell Monitor	Flat Panel	CN:201R-74445-962-BOLS	DP/N-OC201R
	HP Printer	LaserJet 4050	old / needs to be disposed	
	HP Printer/ new 2013	Deskjet 3520	CN32N1GON9	
	Staples file cabinet	Short legal 2 drawer (locking)		
	Office Chair	Black Leather		
	Seagate Free Agent	500GB	2GE6HDZ7	SKW2AH-502
<b>Other</b>	Dell laptop	Latitude 2100	6159794185	Tag#:2YVDRM1
	Raffle Globe			
	Dell DLP Texas Instrument	Travel projector/screen	CN-0F079H-72571-963-0243	Tag# BSHT2H1
	2 Hon vertical file cabinet for Accounting	4 drawer (locking)		
	Ibico Binder		MCP4367	IBIMatic
	Whirlpool Refrigerator	White	VS21652006	W4TXNWFQ01
	Dolly			

	EQUIPMENT	DESCRIPTION	SERIAL NUMBER	MODEL NUMBER
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	HP Printer / new 2013	HP Officejet Pro 8600	CN27DBR31K	FPU: CN57764001
	Dell Printer / OLD	3100cn	old printer / needs to be disposed	
	Laptop	Dell 15R/red top	13406114125	service tag # 65PNJV1
	Seagate Free agent/white/silver/OLD Sales mgr	500GB	PN:9Za2AH-501	SN:2GE4Z5MP
	Seagate Free Agent/black/new 2013	500GB	PN:1D6AP1-500	SN:NA41SH8F
	2 Hon file cabinets	Vertical 4 drawer (locking)		
	1 Hon file cabinet	Short legal 2 drawer (locking)		
	Desk	5 Drawer		
	Office Chair	Black Leather		
	Staples shredder	Cross cut		
	I-Pad			
	<b>Staff / Open position</b>	Dell Printer/OLD	3000cn	old printer / needs to be disposed
Dell Laptop		Dell 15R/blue top	28191773773	CY8NJV1
Seagate Free agent/white/silver OLD		500GB	2GE4Z5MP	9ZA2AH-501
Seagate Free agent/black/new 2013		500GB	PN:1D6AP1-500	SN:NA41SGWX
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	Whirlpool Refrigerator	White	VS21652006	W4TXNWFQ01
	Dolly			

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**Regular Board of Commissioners**

**8.**

**Meeting Date:** 09/03/2013

Revised Lease agreement with REACT

Submitted By: Donna Mayo, Administration

Department: Administration

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Information

Title of Item for Agenda

Discussion, consideration and possible action on a revised lease agreement with REACT Ambulance Authority for property located in the 1400 block of North Center Street.

---

Attachments


Memo

Revised Lease Agreement



**City of Shawnee**  
16 W. 9<sup>th</sup> Street  
Shawnee, OK 74801  
(405) 878-1665 Fax (405) 878-1587  
[www.ShawneeOK.org](http://www.ShawneeOK.org)

## MEMORANDUM

**AGENDA:** September 3, 2013  
**TO:** Mayor and City Commissioners  
**FROM:** Justin Erickson, Planning Director   
**RE:** REACT REVISED LEASE

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### **Nature of the Request**

Approve a revised lease agreement with REACT Ambulance Authority for property located in the 1400 Block of N. Center Street. The original lease was approved by the City Commission (6-0) on April 15, 2013.

### **Staff Analysis, Considerations**

After approval of the previous lease, it was determined that the extension of public water service to the property was going to be substantially more expensive than previously thought. Further, it was determined that other lease provisions should also be eliminated or modified. Changes are highlighted in the attached document (Page 7).

### **Recommendation**

Staff recommends approval of the amended lease. Approval is contingent on the REACT Ambulance Authority also signing the revised lease.

### **Budget Considerations**

The City will spend up to \$15,000 towards waterline improvements. Said improvements will benefit the City by extending utilities to City-owned land that may be developed in the future. The City also directly benefits through the service provided by REACT.

### **Attachments**

- Page 7, changes noted
- Full lease document

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

#### ARTICLE 19- SUBORDINATION CLAUSES

- 19.1 This Agreement is subject and subordinate to the following:
- 19.1.1 Lessee's building will face south so that the bay doors are not opened up facing the street;
- 19.1.2 Lessee's driveway shall be positioned over the Property division line to allow for one curb cut and functioning as a driveway for the entire property;
- 19.1.3 Lessee's parking lot will be large enough to accommodate Lessee's employees next to the facility, and room to run ambulances around to back into the bays, ~~and additional parking on the south edge for visitors of Lessee and/or the Fairview Cemetery;~~
- 19.1.4 Lessee will use the same type of façade that is currently on the REACT station located in Airport Drive, Shawnee, Oklahoma;
- 19.1.5 Lessee will install a sidewalk the entire length of the Property, south to the northern extent of the City cemetery building parking lot, to allow for pedestrian traffic;
- 19.1.6 City agrees to waive any permit fees associated with construction on the Property.
- 19.1.7 City agrees to share in expense of waterline extension at a rate of one-half of cost up to a maximum of \$15,000. Lessee agrees to pay for any associated engineering expenses.

#### ARTICLE 20- ENVIRONMENTAL PROTECTION AGENCY LIABILITY

- 20.1 Lessee or any sublessee or assignee of the Lessee shall assume the sole and entire responsibility, obligations and liability of all requirements and regulations of the

**LEASE AGREEMENT**

This Agreement of Lease, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2013, by and between the City of Shawnee, Oklahoma, a municipal corporation, hereinafter referred to as ‘Lessor’ or “City”, and REACT Ambulance Authority, hereinafter referred to as “Lessee”.

WITNESSETH THAT:

WHEREAS, the City is the owner of the real property and premises located in the 1400 block of North Center Street, Shawnee, Oklahoma, lying north of Fairview Cemetery, being approximately 133’7” x 200’, currently used and operated by the City of Shawnee Parks Department (the “Property”); and

WHEREAS, the City and Lessee are mutually desirous of entering into a Lease for the use and occupancy of a portion of the Property, and the placement by Lessee of a new ambulance substation;

NOW THEREFORE, in consideration of the premises and of the rents, covenants and conditions herein contained, the City does hereby grant to the Lessee the right to use and occupy the area described in Article 2 hereof, during the term hereof, (hereinafter referred to as the “Leased Premises”), for the term and pursuant to the conditions hereinafter set forth.

ARTICLE I - TERM

- 1.1 The Term of this lease shall be for a fifty (50) year period, automatically renewing yearly, unless acted upon, at a Dollar (\$1.00) per year, commencing on the \_\_\_\_ day of \_\_\_\_\_ and ending at midnight on the \_\_\_\_\_ day of \_\_\_\_\_ (the “Term”).
- 1.2 Within one (1) year prior to the expiration of the Term, Lessor and Lessee will enter into good faith negotiation for renewal at terms and conditions acceptable to both parties.

ARTICLE 2 - LEASED PREMISES

- 2.1 The Leased Premises shown on Exhibit A, attached hereto and made a part hereof consist of one (1) tract of land, as follows:
  - 2.1.1 “Tract I”: the North 85 feet of the Property;
  - 2.1.2 any real property improvement constructed or installed thereon during the Term hereof.

### ARTICLE 3 - USE OF LEASED PREMISES

- 3.1 The Lessee shall occupy and use the Leased Premises for the construction of a building to house and to operate an ambulance service, and for no other purpose.

### ARTICLE 4 - CONSIDERATION

- 4.1 Lessee shall, within thirty (30) days from the date hereof, commence construction of an ambulance sub-station building on the Property.
- 4.2 The building and any improvements constructed by Lessee shall remain with the Property and become the property of Lessor at the end of the Term or any extension thereof.
- 4.3 Should Lessee cease its use of the Property for the operation of an ambulance service or terminate the lease within the first Ten (10) years, the Lessor shall purchase the improvements at the then Fair Market Value. If the same happens in years Eleven (11) thru Fifty (50), the property depreciates at a rate of 2.5% per year for the remaining Forty (40) years.

### ARTICLE 5 - ACCEPTANCE, CARE MAINTENANCE, IMPROVEMENTS AND REPAIR

- 5.1 Lessee warrants that it has inspected the Leased Premises and accepts possession of the Leased Premises and the improvements thereon "as is" in its present condition, and subject to all limitations imposed upon the use thereof by the rules, regulations and ordinances of the City, and admits its suitability and sufficiency for the uses permitted hereunder. Except as may otherwise be provided for herein, the City shall not be required to maintain nor to make any improvements, repairs or restorations upon or to the Leased Premises or to any of the improvements presently located thereon. City shall never have any obligation to repair, maintain or restore, during the Term of this Lease, any improvements placed upon the Leased Premises by Lessee, its successors and assigns.

### ARTICLE 6 - ADDITIONAL OBLIGATIONS OF LESSEE

- 6.1 Lessee shall conduct its operations hereunder in an orderly and proper manner, considering the nature of such operation so as not to unreasonably annoy, disturb, endanger or be offensive to others.
- 6.2 Lessee shall comply with all health and safety laws and requirements and any other federal, state or municipal laws, ordinances, rules, regulations and requirements, applicable to the Leased Premises and the improvements thereon and its operations at the Property hereunder.

## ARTICLE 7 - INGRESS AND EGRESS

- 7.1 The Lessee shall have the right of ingress and egress to and from the Leased Premises by means of roadways, to be used in common with others having rights of passage thereon, at all times.

## ARTICLE 8 - LIABILITIES AND INDEMNITIES

- 8.1 City shall not in any way be liable for any costs, liability, damage or injury, including costs of suit and reasonable expenses of legal services, claimed or recovered by any person whomsoever, or occurring on the Leased Premises, or the Property, or as a result of any operations works, acts or omissions performed on the Leased Premises, or the Property, by Lessee, its sublessees or tenants, or their guest or invitees.
- 8.2 Lessee agrees to indemnify, save and hold harmless, the City, (its officers, agents, servants and employees) of and from any and all costs, liability, damage and expense (including costs of suit and reasonable expenses of legal services) claimed or recovered, justly or unjustly, false, fraudulent or frivolous, by any person, firm or corporation by reason of injury to, or death of, any person or persons, and damage to, destruction or loss of use of any and all property, including City personnel and City property, directly or indirectly arising from, or resulting from, any operations, works, acts or omissions of Lessee, its agents, servants, employees, contractors, sublessees or tenants.
- 8.3 In addition to Lessee's undertaking, as stated in this Article, and as a means of further protecting the City, its officers, agents, servants and employees, Lessee shall at all times during the term of this Agreement obtain and maintain in effect Public Liability Insurance coverage as set forth in Schedule A attached hereto and made a part hereof In this connection, Lessee agrees to require its contractors doing work on the Property, and Lessee's tenants and sublessees, to carry adequate insurance coverage, and if Lessee so desires, it may accomplish same by an endorsement to Lessee's policies to include such persons or parties as additional named insureds.
- 8.3.1 The City reserves the right to increase the minimum liability insurance set forth in Schedule A when in the City's opinion the risks attendant to Lessee's operations hereunder have increased, or when the City's liability under any law or statute is increased.

## ARTICLE 9 - RULES AND REGULATIONS

- 9.1 Lessee agrees to observe and obey any and all rules and regulations and all other Federal, State and Municipal rules, regulations and laws and to require its officers, agents, employees, contractors, and suppliers, to observe and obey the same.



## ARTICLE 10 - SIGNS

- 10.1 Lessee shall have the right to install and maintain one or more signs on the Leased Premises identifying it and its operations, provided, however, the subject matter, type, design, number, location and elevation of such signs, and whether lighted or unlighted, shall be subject to and in accordance with the written approval of the City.

## ARTICLE 11 - ASSIGNMENT AND SUBLEASE

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

## ARTICLE 12 - NON-DISCRIMINATION

- 12.1 The Lessee, for it, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the Leased Premises for a purpose for which a United States Government program or activity is extended, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil rights Act of 1964, and as said Regulations may be amended.
- 12.2 The Lessee shall indemnify and hold harmless City from any claims and demands of third persons including the United States of America resulting from the Lessee's noncompliance with any of the provisions of this Section and the Lessee shall reimburse City for any loss or expense incurred by reason of such noncompliance.

## ARTICLE 13 - SERVICES TO LESSEE

- 13.1 Lessee will contract with and obtain all required permits from the appropriate City departments.
- 13.2 Lessee will also contract with the furnishers of all other utilities for the furnishing of such services to the Leased Premises and shall pay for all water, gas, electricity, sanitary sewer service, other utilities, telephone, burglary and fire protection services furnished to the Leased Premises.



ARTICLE 14 - LIMITATION OF RIGHTS AND PRIVILEGES GRANTED

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

ARTICLE 15 - NOTICES

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

To City:                   City Manager  
                                  Post Office Box 1448  
                                  Shawnee, Oklahoma 74802-1448

AND

To Lessee:                REACT Ambulance Authority  
                                  Post Office Box 3700  
                                  Shawnee, Oklahoma 74802-3 700

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

ARTICLE 16 - HOLDING OVER

- 16.1 No holding over by Lessee after the termination of this lease shall operate to extend or renew this Lease for any further term whatsoever; but Lessee will by such holding over become the tenants at will of City and after written notice by City to vacate the Leased Premises, continued occupancy thereof by Lessee shall constitute Lessee a trespasser.
- 16.2 Any holding over by Lessee beyond the thirty (30) day period permitted for removal of fixtures without the written consent of the City shall make the Lessee liable to the City for damages equal to double the rentals provided for herein and which were in effect at the termination of the lease.
- 16.3 All insurance coverage that Lessee is required under the provisions hereof to maintain in effect shall continue in effect for so long as Lessee or tenants occupy the Leased Premises or any part thereof.

## ARTICLE 17 - INVALID PROVISIONS

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

## ARTICLE 18 - MISCELLANEOUS PROVISIONS

### Non-Waiver of Rights.

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

### Force Majeure.

- 18.2 Neither party shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority or other circumstances for which it is not responsible or which is not in its control.

### Non-Liability of Individuals.

- 18.3 No director, officer, agent or employee of either party hereto shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or of an supplement, modification or amendment to this Agreement because of any breach thereof, or because of his or their execution or attempted execution of the same.

### Quiet Enjoyment.

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

### General Provisions.

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

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

#### ARTICLE 19 - SUBORDINATION CLAUSES

- 19.1 This Agreement is subject and subordinate to the following:
  - 19.1.1 Lessee's building will face south so that the bay doors are not opened up facing the street;
  - 19.1.2 Lessee's driveway shall be positioned over the Property division line to allow for one curb cut and functioning as a driveway for the entire property;
  - 19.1.3 Lessee's parking lot will be large enough to accommodate Lessee's employees next to the facility and room to run ambulances around to back into the bays.
  - 19.1.4 Lessee will use the same type of façade that is currently on the REACT station located in Airport Drive, Shawnee, Oklahoma;
  - 19.1.5 Lessee will install a sidewalk the entire length of the Property, south to the northern extent of the City cemetery building parking lot, to allow for pedestrian traffic;
  - 19.1.6 City agrees to waive any permit fees associated with construction on the Property.
  - 19.1.7 City agrees to share in expense of waterline extension at a rate of one-half of cost up to a maximum of \$15,000. Lessee agrees to pay for any associated engineering expenses.

#### ARTICLE 20 - ENVIRONMENTAL PROTECTION AGENCY LIABILITY

- 20.1 Lessee or any sublessee or assignee of the Lessee shall assume the sole and entire responsibility, obligations and liability of all requirements and regulations of the Environmental Protection Agency and all responsibility, obligations and liability relating

to any other environmental hazards regarding Lessee, sublessees or assignees of the Lessees on said Leased Premises.

ARTICLE 21 - ENTIRE AGREEMENT

- 21.1 The Agreement consists of Articles 1 to 21, inclusive, and Exhibit A and Schedule A.
- 21.2 It constitutes the entire Agreement of the parties hereto and may not be changed, modified, discharged or extended except by written instrument duly executed by the City and the Lessee. The parties agree that no representations or warranties shall be binding upon the City or the Lessee unless expressed in writing in this Agreement of Lease.

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

ATTEST:

LESSOR  
THE CITY OF SHAWNEE

\_\_\_\_\_  
Phyllis Loftis, City Clerk

\_\_\_\_\_  
Brian D. McDougal, City Manager

ATTEST:

LESSEE  
REACT AMBULANCE AUTHORITY

\_\_\_\_\_  
Dwight Wise, Secretary

\_\_\_\_\_  
Chris Thomas, Chairperson

SCHEDULE "A"

## INSURANCE COVERAGE

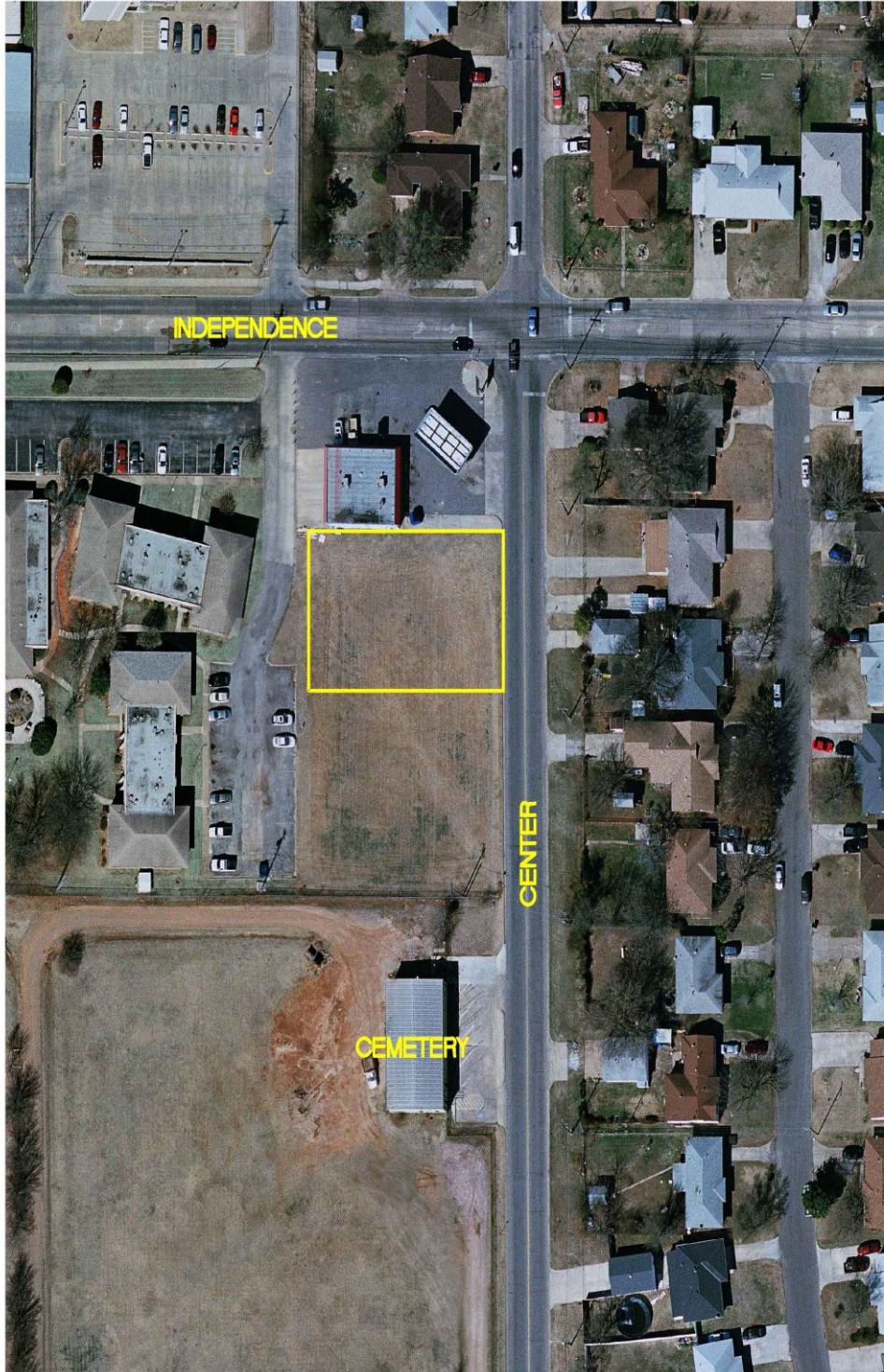
The Lessee, at Lessee's expense, shall obtain and maintain in continuous effect during the term of this Lease Agreement, insurance policies issued by an insurance carrier licensed to do business in the State of Oklahoma, providing for:

1. Comprehensive General Liability - having a minimum of \$100,000.00 per person, \$300,000.00 for any one accident, and property damage in an amount agreed upon by the Lessor and Lessee, with the following coverages:
  - a. broad form contractual liability
  - b. premises and operations
2. Fire coverage

The Lessee shall provide the City with a Certificate of Insurance indicating proof of the foregoing coverages. Such certificate shall provide that the carrier issuing the certificate shall notify the City within ten (10) days in advance of any cancellation or significant change in the terms or coverage of such insurance policies.

The failure of the Lessee to obtain and maintain such insurance coverage shall not relieve the Lessee from any liability arising from this Lease Agreement nor shall any such liability be limited to the liability insurance coverage provided for herein.

EXHIBIT "A"



**Regular Board of Commissioners**

**9.**

**Meeting Date:** 09/03/2013

Red Cedars Eradication

Submitted By: Donna Mayo, Administration

Department: Administration

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Information

Title of Item for Agenda

Presentation by Fire Chief David Short on options for Red Cedar eradication followed by discussion, consideration and possible action on Red Cedar eradication.

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