

JOINT RESOLUTION

JOINT RESOLUTION OF THE CITY OF OKLAHOMA CITY AND THE OKLAHOMA CITY ECONOMIC DEVELOPMENT TRUST SETTING AND ESTABLISHING THE SCISSORTAIL PARK FOUNDATION ANNUAL MANAGEMENT FEE AND CAPITAL FUND SUPPORT IN THE TOTAL AMOUNT OF \$5,578,588 FOR THE OPERATION AND MANAGEMENT OF SCISSORTAIL PARK FOR THE 2024-2025 FISCAL YEAR; PROVIDING FOR THE FOUNDATION'S SUBMITTAL OF "LEADING FOR RESULTS" PERFORMANCE MEASUREMENT DATA; AND ALLOWING FOR AMENDMENTS TO THE ANNUAL MANAGEMENT FEE AND/OR ADDITIONAL TRANSFERS INTO THE CAPITAL FUND UPON SUBSEQUENT COUNCIL AND TRUST APPROVAL.

WHEREAS, the MAPS Park Foundation, Inc., was established in 2017 as a 501(c)(3) corporation to support the MAPS Park, which is a new centrally located downtown park generally bounded by Oklahoma City Boulevard to the north, Interstate 40 to the south, South Robinson Avenue to the east, and South Hudson Avenue to the west. The MAPS Park was officially designated as Scissortail Park ("Park") in June 2017, at which time the MAPS Park Foundation was officially renamed the Scissortail Park Foundation, Inc. ("Foundation"). The Foundation has provided initial planning, design, and construction consultation for the Park, and continues to support the Park by providing limited capital and operational funding, increasing public awareness, marketing and other support, while promoting the highest horticultural, educational, and administrative standards for the Park; and

WHEREAS, effective November 8, 2016, The City of Oklahoma City ("The City"), the Oklahoma City Economic Development Trust ("OCEDT" or "Trust"), and the Foundation (collectively, the "parties") entered into the Lease, Consulting, and Management Agreement ("Agreement"), which agreement sets forth the obligations of the parties regarding continued management, operations, and maintenance of the Park and associated facilities; and

WHEREAS, a major goal of contracting with the Foundation to provide professional consulting services during design and construction of Scissortail Park, and for the subsequent management and operation of the Park upon completion, is to increase revenues from operations of the Park and to allow the Foundation to generate additional private funding and support for the Park, thereby reducing the overall public cost to operate the Park; and

WHEREAS, Section 11 of the Agreement provides as follows:

11. DETERMINATION OF ANNUAL MANAGEMENT FEE. By February 1st of 2017 and for each year thereafter, the Foundation shall prepare and submit to the MAPS [Scissortail] Park Finance Committee a request for the Annual Management Fee for the following fiscal year of OCEDT (July 1 – June 30). The request shall include any documents and information necessary to support the request for the Annual Management Fee. The Foundation agrees to provide such additional information as the Committee, The City, or OCEDT may request. The Committee

shall review and evaluate the requested Annual Management Fee and shall make a recommendation to OCEDT and to the City Council, by and through the City/General Manager, as to the approval and amount of the Annual Management Fee. The recommendation should be submitted to the City/General Manager, or his or her designee, before March 1st of each year to enable consideration and funding by OCEDT. In the event that the Committee fails to make any recommendation, the request for the Annual Management Fee shall be forwarded to the City Council, or the Trustees of OCEDT for consideration as submitted by the Foundation. OCEDT shall inform the Foundation of the Annual Management Fee by May 1st each year, which shall be subject to Council approval. The Committee shall also consider and make recommendations concerning continued labor support from The City and recommend changes as needed.;

and

WHEREAS, on February 28, 2024, the Foundation staff met with City staff in order to review the proposed management fee and capital needs to be considered by the Scissortail Park Finance Committee (“Finance Committee”), at a later date; and

WHEREAS, the Agreement requires OCEDT and City Council to annually set and establish by Joint Resolution with the Foundation, the amount of the Annual Management Fee to be paid to the Foundation as consideration for the Foundation’s services for each subsequent fiscal year, along with the amount, if any, to be transferred into Scissortail Park’s Capital Fund for unplanned capital needs, if any; and

WHEREAS, the Agreement requires the Finance Committee, which consists of four members, one selected by the Chairman of OCEDT (which selection shall be a Trustee of the Trust) (Trustee Miriam Campos), one selected by the Mayor of The City (which selection shall be a member of the City Council) (Ward 5 Councilman David Greenwell), and two selected by the Foundation (Mr. Jim Tolbert and Mr. J. Larry Nichols), to meet and consider the budget proposed by the Foundation, including the amount of the Annual Management Fee for each subsequent fiscal year and the amount to be transferred into Scissortail Park’s Capital Fund for unplanned capital needs; and

WHEREAS, on March 6, 2023, the Finance Committee met with designated City staff in attendance to discuss the Foundation’s proposed management fee (“Annual Management Fee”) and requested transfer into the Capital Fund for the 2024-2025 fiscal year; and

WHEREAS, the Finance Committee, upon consideration of the recommendation of the Foundation, and upon review of supporting documents, recommends that The City and OCEDT find it appropriate, desirable, and in the public interest to approve this Joint Resolution setting the Annual Management Fee for Fiscal Year 2024-2025 at \$5,457,888; and

WHEREAS, the Foundation has finalized a list of maintenance and public improvement items that need immediate and prompt attention during Fiscal Year 2024-2025; and

WHEREAS, the list of maintenance and public improvement items requested by the Foundation includes the following:

1. Big Tex 10'x6' Dump Trailer
2. Restroom Accessibility & Vandalism Resistance Upgrades
3. Insulated Green Room Ceiling
4. 4'x8' CNC Router
5. Asphalt Expansion
6. (3) Flatbed Golf Carts, Electric or Gas)

WHEREAS, the Foundation has investigated the estimated cost for performing the listed maintenance and public improvements and is requesting Capital Fund Support for maintenance and public improvements for the 2024-2025 fiscal year in the amount of \$120,700; and

WHEREAS, the City and Trust desire to approve this Joint Resolution in order to provide for the most successful management, operation, and administration of Scissortail Park, so as to achieve the Park's potential as a community and economic asset and to maximize its potential as one of the truly great urban parks in the country.

NOW, THEREFORE, BE IT JOINTLY RESOLVED by The City and OCEDT, that:

- 1) The Annual Management Fee for Fiscal Year 2024-2025 is hereby set and established in the amount of \$5,457,888, which shall be paid from general fund revenues.
- 2) Capital Fund support for Fiscal Year 2024-2025 is hereby set and established in the amount of \$120,700, which may be paid from capital improvement fund revenues.

BE IT FURTHER JOINTLY RESOLVED by The City and OCEDT that the Foundation shall, as a condition of receipt of the Annual Management Fee for Fiscal Year 2024-2025, provide monthly performance measurement data in furtherance of the City's Leading For Results ("LFR") initiative. The data, to be provided using a standardized form or format to be supplied in advance by the City's authorized agent(s), may be incorporated into the City's annual, public LFR Report. For Fiscal Year 2024-2025, the LFR measures may include, without limitation, the following:

- Total number of Scissortail Park guests;
- Percentage of guests satisfied with the quality and maintenance of Scissortail Park's facilities and services;
- Preventative maintenance report data; and
- Data regarding private funds raised by the Foundation to support Scissortail Park operations.

BE IT FURTHER JOINTLY RESOLVED by The City and OCEDT that the Scissortail Park Finance Committee may meet as needed to discuss and make recommendations throughout the year as to recommendations for adjustments or amendments to the Annual Management Fee needed to account for increased operational costs to the Foundation or emergent maintenance or repairs to

the facilities, or to consider additional transfers into Scissortail Park's Capital Fund for unplanned capital needs as anticipated by Section 13 of the Agreement, subject to subsequent approval by the City Council and the Trust.

ADOPTED by the Trustees and signed by the Chairman of the Oklahoma City Economic Development Trust, Oklahoma, this 18TH day of JUNE, 2024.

ATTEST:



ASST. Secretary

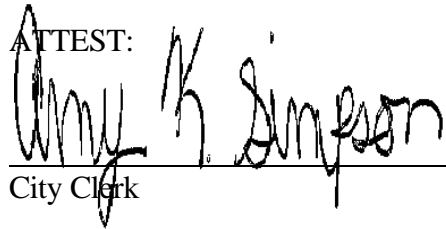




Chairman

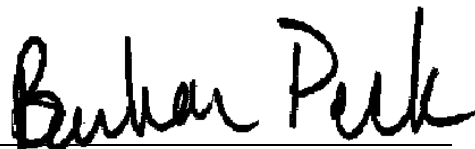
ADOPTED by the Council and signed by the Mayor of the City of Oklahoma City, Oklahoma, this 2ND day of JULY, 2024.

ATTEST:



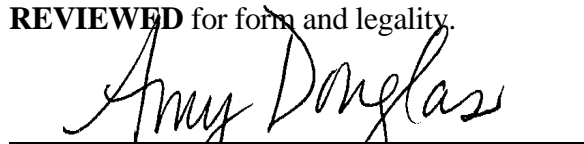
City Clerk





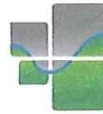
Mayor

REVIEWED for form and legality.



Assistant/Deputy Municipal Counselor

Budget Request Form



OKLAHOMA CITY
Economic Development Trust

Company

| | | | |
|-------------------------|-----------------------|-----------------------|------------------------------------|
| Fiscal Year | <u>FY 2024 - 2025</u> | Name | <u>Scissortail Park Foundation</u> |
| Requested Amount | <u>\$5,578,588.00</u> | Supplier ID | <u>201786</u> |
| | | Base Agreement | <u>2304004</u> |

Budget Request

| Service | Source of Funds | Amount |
|-----------------|------------------------|-----------------------|
| Management Fee | General Fund Transfer | \$5,457,888.00 |
| Capital Support | CIP Transfer | \$120,700.00 |
| | Total Request | \$5,578,588.00 |

Approval

This budget request is submitted to the Oklahoma City Economic Development Trust and the Oklahoma City Council for consideration and approval for the FY 2025 budget year.

Michael W. Hefner, CEO
Submitted by

5-21-24
Date



SCISPAR-01

DIVEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER BancFirst Insurance Services, Inc. 13230 Pawnee Drive, Suite 205 Oklahoma City, OK 73114 | CONTACT NAME: PHONE (A/C, No, Ext): (405) 948-7930 FAX (A/C, No): (405) 948-7346 E-MAIL ADDRESS: | | | | | | | | | | | | | | |
|---|---|-------------------------------|--------|---|-------|-------------------------------------|-------|------------|--|------------|--|------------|--|------------|--|
| INSURED Scissortail Park Foundation, Inc. 301 W Reno Ave. Oklahoma City, OK 73102 | <table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Philadelphia Indemnity Ins Co.</td><td>18058</td></tr><tr><td>INSURER B: Technology Insurance Co.</td><td>42376</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Philadelphia Indemnity Ins Co. | 18058 | INSURER B: Technology Insurance Co. | 42376 | INSURER C: | | INSURER D: | | INSURER E: | | INSURER F: | |
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| INSURER D: | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Employee Benefits GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | X | | PHPK2574666 | 7/1/2023 | 7/1/2024 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EMPLOYEE BENEFIT \$ 1,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | PHPK2574666 | 7/1/2023 | 7/1/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | PHUB871890 | 7/1/2023 | 7/1/2024 | EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ Personal & Adv \$ 4,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | KWC1322380 | 7/1/2023 | 7/1/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Oklahoma City Economic Development Trust is included as additional insured with respect to the General Liability Form CG2026 if required by agreement subject to all provisions and limitations of the policy.

CERTIFICATE HOLDER

CANCELLATION

Oklahoma City Economic Development Trust
200 N Walker
Oklahoma City, OK 73102

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE