**MAYOR**

George B McGill

**ACTING CITY
ADMINISTRATOR**

Jeff Dingman

CITY CLERK

Sherri Gard

BOARD OF DIRECTORS

Ward 1 - Jarred Rego

Ward 2 - Andre' Good

Ward 3 - Lee Kemp

Ward 4 - George Catsavis

At-Large Position 5 - Christina Catsavis

At-Large Position 6 - Kevin Settle

At-Large Position 7 - Neal Martin

AGENDA

Fort Smith Board of Directors

STUDY SESSION

September 9, 2025 ~ 6:00 p.m.

Blue Lion

101 North 2nd Street, Back Room

Fort Smith, Arkansas

THIS MEETING IS BEING TELECAST LIVE AT THE FOLLOWING LINK:

https://fortsmithar.granicus.com/ViewPublisher.php?view_id=1

CALL TO ORDER

ITEMS OF BUSINESS

1. Discussion regarding a proposal from a third-party nonprofit to facilitate an entertainment fund for attracting and promoting entertainment at the Fort Smith Convention Center/ArcBest Performing Arts Center ~ *Rego/Settle placed on future study session agenda at the July 22, 2025 regular meeting ~ (City Administrator)*
2. Review proposed Second Amendment to the management agreement with OVG Facilities, LLC regarding operation of the Fort Smith Convention Center ~ *G.Catsavis/Settle placed on future study session agenda at the April 22, 2025 study session ~ (Convention Center)*
3. Review of the preliminary 2026 budget comparison summaries *(Finance)*
4. Review preliminary agenda for the September 16, 2025 regular meeting *(City Clerk)*

CITIZENS FORUM

ADJOURN



MEMORANDUM

TO: Honorable Mayor & Members of the Board of Directors
FROM: Jeff Dingman, Acting City Administrator
DATE: September 4, 2025
SUBJECT: Proposal from River Valley Film Society/Border Town Live to facilitate and entertainment fund for shows and events at the Fort Smith Convention Center/ArcBest Performing Arts Center

SUMMARY

The Board of Directors is aware of a nonprofit third-party that seeks an Agreement with City of Fort Smith to facilitate the operation of a city-funded Entertainment Fund for the purpose of attracting and promoting entertainment shows & events at the Fort Smith Convention Center and/or the ArcBest Performing Arts Center. No agreement language has been drafted, but the Board asked that a discussion of this proposal be placed on a study session so such is scheduled for the September 9 study session.

An information packet assembled by the River Valley Film Society (RVFS) and their subsidiary Border Town Live is attached. Mr. Brandon Goldsmith and others representing Border Town Live will be present at the study session discuss their proposal and answer questions from the Board.

Please let me know if you have questions about this agenda item that I can share with Mr. Goldsmith ahead of time.

ATTACHMENTS

1. [20250909 Border Town Live Updated BTL Presentation.pdf](#)



A PATH TO A SELF-SUSTAINING ENTERTAINMENT SERIES

Community Driven • River Valley Affordable • Non-Profit Partnerships

Fort Smith City Directors Study Session Packet

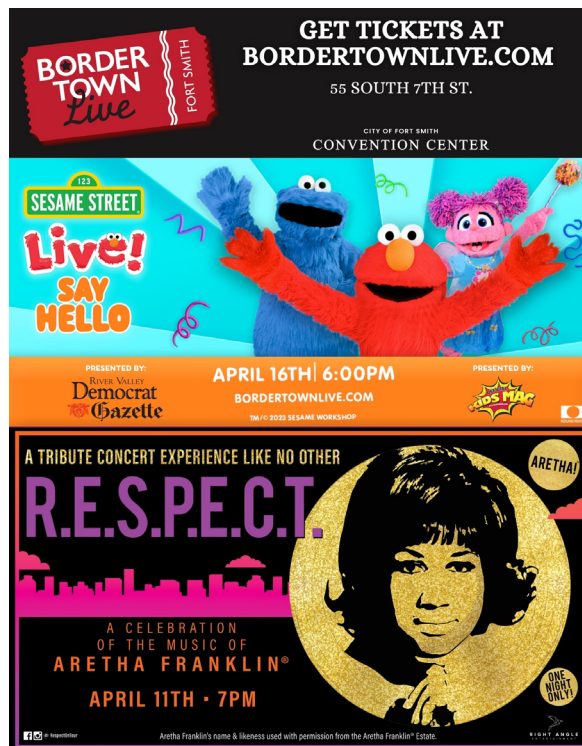
Presented by



FORT SMITH CITY DIRECTORS STUDY SESSION PACKET

REQUEST

1. **Make the Entertainment Fund a separate line item in the city's budget, instead of it being combined with the line item for supplementing the convention center operations.**
2. **Agreement with the City of Fort Smith & River Valley Film Society (RVFS)**
 - a. Funds stay with the city.
 - b. RVFS documents & invoices city for show related expenses and other appropriate activities and services.
 - c. Andy has already provided RVFS accountant with a Chart of Accounts so that our line items match the city.
3. **Agreement with Convention Center & Border Town Live that borrows from the Fort Smith Symphony contract**
 - a. All shows to be produced at the Convention Center.
 - b. Oak View Group (OVG) will assist with booking shows.
 - RVFS will create a Border Town Live Committee for picking shows that will consist of representatives from OVG, the City of Fort Smith, & RVFS for full transparency.
 - c. Non-Profit Rental Rate: \$3000 same rate used for the Fort Smith International Film Festival for 2 ½ days using Main Theater and 5 Rooms
 - d. RVFS will run and operate our own Box Office & Ticketing
 - Ticketmaster refused to wave \$736 in fees on our FREE Boys & Girl Club tickets meaning around 25 kids did not get an opportunity to see Sesame Street.



If we are using city funds, it needs to be community focused (non-profits, churches, and more) and most importantly, the shows must be affordable.

Back to the Basics

Border Town Origin Story:

In September 2023 an idea was born, “How to bring Broadway Back!” The River Valley Film Society (RVFS) working with Lavon Morton approached Oak View Group (OVG) who said they already had model in place we could build from, The Symphony, who put on a yearly series and sells season tickets. We were looking into a booking agent for Broadway Shows, and OVG said they could help book shows, concerts and comedy. We took this idea to the city administrator. They issued an LOI with the intent of RVFS controlling the Entertainment Fund and managing the series of show, concerts, comedy and more (See LOI).

Original Border Town Live structure:

1. River Valley Film Society
 - a. Handles all day-to-day business and administration
 - b. Marketing / Branding / Promotion / Partnerships / Website / Merch (See Scope of Work)
 - c. Fiscal Sponsor: Individual Donations, Grants, & Sponsorships (See Fiscal Sponsor)
 - d. Season Tickets (See Season / Show Ticket Pricing Study)
2. Oak View Group
 - a. Run venue and production during shows
 - i. Load in and load out
 - ii. Backline and stage needs
 - iii. Staffing (in-house production crew, security, facility operations, box office)
3. RVFS, OVG, & City of Fort Smith
 - a. Pick shows with Calendar & Market Awareness; Set Affordable Pricing
 - i. OVG: Book Shows
 - ii. RVFS: Pay Deposit / Pay Post Show Settlement



For the April Shows we executed a MOU between RVFS & OVG at the request of the city administrator (See MOU).

3 Year Sustainability Plan

Long-Term Goal: Operate Border Town Live independently through earned income, sponsorships, grants, donor support, and season ticket subscriptions (See pg. 4)

Timeline: Transition over three years from city-assisted to fully self-funded model.

Creating a Sustainable Border Town Live Entertainment Series

1. Corporate and Foundation 501 (c) (3) Sponsorships

Corporate 501 (c) (3) sponsorships are essential to supporting the financial foundation of Border Town Live. These partnerships not only provide visibility for sponsors but also allow direct investment in the community.

Example:

- \$15,000 sponsorship was secured to support Sesame Street Live
- \$10,000 donation funded 200 tickets for Boys & Girls Club families.
- \$5,000 went directly to regional marketing, boosting awareness and attendance.

2. Community Engagement Through Individual Donations

We empower individuals to invest in the future of Fort Smith's arts and culture scene. Our individual donor program provides:

- Recognition opportunities and donor perks.
- A sense of ownership and civic pride in Border Town Live.
- Direct investment in the creative economy of Fort Smith.

3. Grant Support and Nonprofit Partnerships

Grants play a vital role in making the arts accessible to all. We actively pursue federal, state, and private grants, and collaborate with nonprofit organizations to:

- Cover show costs and marketing expenses.
- Provide free or low-cost tickets for students and underserved groups.
- Promote cultural equity and arts education.

Example:

- Cat in the Hat (April 2025) includes both afternoon and evening performances.
- We plan to apply for arts education grants and partner with school districts and youth-focused nonprofits to bus in students for the matinee performance, many of whom have never seen a Broadway-style production.



3-Year Sustainability Plan Outline

I. Executive Summary

- Mission: Deliver affordable, high-quality entertainment while supporting the creative economy of Fort Smith.
- Long-Term Goal: Operate Border Town Live independently through earned income, sponsorships, grants, and donor support.
- Timeline: Transition over three years from city-assisted to fully self-funded model.

II. Year 1: Foundation & Capacity Building

A. Financial Structure

- Establish accounting system and dedicated bank account
- Secure initial city seed funding or bridge support
- Develop sponsorship packages and fundraising collateral

B. Fundraising Strategy

- Target: \$75,000 from combined sponsorships, donors, grants, season tickets, and show income
- Launch individual donor program (tiers, perks, naming opportunities)
- Apply for foundational grants (arts education, rural arts access, etc.)

C. Marketing & Audience Development

- Develop website, mailing list, and social media presence
- Initiate season ticket campaign with community discounts
- Begin brand development (logo, visual assets, merchandise prototypes)
- Explore earned revenue from merchandise

D. Programming

- Present 3–4 events to build audience and community recognition
- Prioritize grant-supported and sponsor-backed productions

E. Governance

- Establish Shared Management Committee
- Develop internal reporting systems and city communication protocols

III. Year 2: Growth & Diversification

A. Financial Growth

- Target: \$125,000 from combined sponsorships, donors, grants, season tickets, and show income
- Begin developing multi-year sponsorship agreements





B. Audience Expansion

- Expand season ticket holder base by 30–50%
- Introduce family packages, educator discounts, group sales partnerships
- Use data from Year 1 to fine-tune pricing models and audience targeting

C. Community Engagement

- Implement audience feedback loops (surveys, focus groups)
- Increase school and nonprofit partnerships
- Launch volunteer & community ambassador program

D. Programming

- Grow to 5–6 events annually, including themed series or festivals
- Introduce 1–2 low-cost or free events through grant support
-

IV. Year 3: Transition to Self-Sufficiency

A. Financial Independence

- Target: \$200,000+ in total revenue from combined sponsorships, donors, grants, season tickets, and show income
- Reduce or eliminate city operating subsidy
- Establish reserve fund (goal: 6 months operational coverage)

B. Infrastructure & Staffing

- Assess feasibility of hiring part-time or full-time support staff
- Expand marketing budget and digital outreach

C. Partnerships

- Formalize long-term relationships with key sponsors and nonprofits
- Secure 2–3 renewable annual grants

D. Legacy & Expansion Planning

- Evaluate regional touring opportunities and educational outreach
- Consider co-productions or independent promotions
- Create a 5-year roadmap based on audience and financial trends

V. Evaluation Metrics

- Revenue milestones (sponsorships, grants, earned income) Attendance and ticket subscription growth
- Community engagement outcomes (schools served, donors activated)
- Reduction in dependency on city funds
- Annual performance audits and financial reviews

Season / Show Ticket Pricing Study

I. Executive Summary

- Mission: Deliver affordable, high-quality entertainment while supporting the creative economy of Fort Smith.
- Long-Term Goal: Operate Border Town Live independently through earned income, sponsorships, grants, and donor support.
- Timeline: Transition over three years from city-assisted to fully self-funded model.

1. Introduction

The inaugural season (October 2025 – May 2026) will feature a diverse, family-friendly lineup of musicals with strong audience appeal, strategically scheduled to align with seasonal and holiday entertainment trends.

2. Season Lineup & Schedule

Show Title	Genre	Performance Dates	Audience Appeal
<i>The Addams Family</i>	Musical Comedy	October 2025	Halloween-themed, youth & family appeal
<i>Elf: The Musical</i>	Holiday Musical	November 2025	Christmas classic, strong family draw
<i>Dolly Parton's Christmas Musical</i>	Country/Holiday	December 2025	Country music fans, Christmas season
<i>Peter Pan</i>	Classic Adventure	February 2026	Nostalgia, multi-generational appeal
<i>Cat in the Hat</i>	Children's Theatre	April 2026	School groups, early childhood audience

Each production will be performed by national touring companies, ensuring high production value while offering ticket prices that are accessible to the Fort Smith market.

3. Venue & Capacity

- Fort Smith Convention Center (ArcBest Performing Arts Center)
- Capacity: 1,331 seats

The convention center provides an ideal venue, featuring a professional stage, excellent acoustics, and flexible seating options to accommodate a mix of premium and budget-friendly ticketing tiers.

4. Market Analysis & Pricing Strategy

Comparable Regional Broadway Series Pricing

Border Town Live's pricing strategy is modeled after successful regional Broadway series, ensuring competitive rates:

- **Walton Arts Center (Fayetteville, AR)** – Season tickets start at \$351+
- **OKC Broadway (Oklahoma City, OK)** – Season tickets \$277 - \$369
- **Little Rock's Robinson Center** – Season tickets range from \$250 - \$600
- **Tulsa Performing Arts Center (Tulsa, OK)** – Season subscriptions range from \$180 - \$519 depending on seating section and performance times.

Local

1. Fort Smith Symphony:

- Season Tickets: Offer up to 40% savings compared to individual ticket purchases.
- Individual Concert Tickets: Prices typically range from \$38 to \$43 for adults and \$15 to \$20 for students.

2. Fort Smith Little Theatre (FSLT):

- Opening Night: \$25
- Subsequent Performances: \$20

3. TempleLive & Majestic Fort Smith

- Host concerts with ticket prices ranging from \$30-\$100+, depending on the performer.

Recommended Ticket Pricing for Fort Smith

Based on Fort Smith's market and regional entertainment pricing, the following structure is proposed:

Season Ticket Packages (5 Shows)

- VIP (Front Orchestra, Box Seats): \$350 - \$500
- Standard Orchestra & Mezzanine: \$250 - \$350
- Balcony & Budget Seating: \$150 - \$250
- Student/Senior Discounted Package: \$100 - \$175

Single Ticket Pricing Per Show

- VIP: \$80 - \$120
- Standard Orchestra & Mezzanine: \$50 - \$75
- Balcony/Budget Seating: \$25 - \$45
- Student/Child Discounts: \$20 - \$35



Projected Attendance Goals

- Target Audience: Families, schools, young professionals, seniors, and Broadway fans.
- Goal: 35-55% season subscription sales before opening night.
- Expected Single Show Attendance: 65-85% show capacity based on local market trends.

5. Outreach Strategy

Target Demographics

- Families & Children: Elf, Peter Pan, Cat in the Hat
- Country Music Fans: Dolly Parton's Christmas Musical
- Young Adults & Theatre Enthusiasts: The Addams Family
- Schools & Educational Groups: Cat in the Hat, Peter Pan

Ticket Sale Strategies

- Promotions & Discounts
- Early-bird discounts for season ticket holders
- "Pick 3" Flex Ticket Bundles.
- Special rates for groups, schools, and senior citizens

Leveraging the Fort Smith Advertising & Promotion Commission

To enhance visibility and success, Border Town Live will collaborate with the Fort Smith Advertising & Promotion Commission (A&P Commission).

Strategies for Collaboration:

1. Funding Support:

- Grant Applications: Secure A&P funding to support marketing initiatives.
- Cooperative Advertising: Partner with A&P on joint advertising campaigns.

2. Marketing Initiatives:

- Digital Promotion: Feature Border Town Live on A&P's website and social media.
- Visitor Guides: Promote shows in Fort Smith tourism publications.

3. Community Engagement:

- Press Releases: Work with A&P to distribute press releases.
- Local Partnerships: Leverage A&P's network for sponsorships and promotions.
- By aligning with the A&P Commission's mission, Border Town Live can increase its reach and attract visitors from outside Fort Smith.

6. Challenges & Mitigation Strategies

Potential Challenges

- Market Awareness: Fort Smith is a developing Broadway market.
- Price Sensitivity: Some audience segments may hesitate to pay high ticket prices.
- Subscription Culture: Unlike larger cities, Fort Smith audiences may not be accustomed to season ticket commitments.

Solutions & Strategies

- Strong Pre-Season Marketing: Emphasize affordability compared to traveling to Tulsa/Little Rock/NWA.
- Flexible Ticketing Options: Offer Pick 3 mini-subscriptions and family bundles.
- Community Engagement: Partner with schools, churches, and local influencers to promote Broadway culture in Fort Smith.



RVFS Scope of Work

The River Valley Film Society (RVFS) provides ongoing promotional and operational support for the Broadway Series and related programming.

A. Advertising & Promotion Strategy Development

Develop and implement comprehensive advertising and promotion strategies for the Broadway season and each individual show, including:

- Social Media
 - Content calendars
 - Campaign design and execution
 - Platform-specific strategies (Facebook, Instagram, etc.)
 - Audience growth and engagement
 - Paid social media ad buys and targeting
 - Influencer/local advocate engagement
- Digital Marketing
 - Website content integration – Created BorderTownLive.com
 - Digital Ads/email blast buys and display campaigns
 - Online community engagement and partnerships
 - Email newsletter content and distribution
 - SEO optimization and Geofencing
- Television
 - Coordination with local and regional broadcast stations for Ad buys and community spotlights
 - Scriptwriting and creative development for TV spots
 - Scheduling and placement
 - Tracking impressions and performance
- Radio
 - Public service announcements and interviews
 - Paid radio spot development and scheduling
 - Coordination with local and regional radio hosts and sponsors
 - Local station partnerships and promotions
- Billboards
 - Strategic recommendations for paid and promotional placement
 - Design and production coordination
 - Timed rotations to align with show and season promotion cycles
- Newspaper
 - Display ad design and scheduling
 - Press release writing and distribution
 - Event calendar placement
 - Feature story pitching and media relationship development



- Posters & Flyers
 - Design and production of promotional materials
 - Print coordination and delivery
 - Street team and volunteer distribution strategies
 - Placement in high-traffic community areas and business partnerships

B. Broadway Season and Individual Show Ticketing Strategy

RVFS will manage the research, setup of tickets pricing for the full Broadway season and individual shows, including:

- Develop the Broadway season lineup with concerts, comedy shows, and live events
- Market Research
 - Analyze comparable ticket pricing for regional theater/Broadway tours
 - Survey community on pricing thresholds and interest
 - Consult with local arts organizations and venue data
- Ticket Tiers & Discounts
 - Set up season passes, individual show tickets, group sales
 - Develop pricing structure (VIP, standard, student/senior, group rates)
 - Set up promo codes, early bird discounts, and limited-time offers
 - Monitor and adjust based on sales velocity

C. Merchandise Creation, Acquisition, Disbursement & Selling

- Design and coordination of merchandise creation (T-shirts, programs, posters)
- Vendor selection and production oversight
- Inventory tracking and reorder management
- Disbursement to volunteers, sponsors, and for giveaways
- Point-of-sale setup for merchandise sales at events
- Price structuring and bundle creation

D. Administrative & Operational Support

- Design staff and interns
- Volunteer recruitment, training, and coordination
- BTL Bookkeeping, budget reporting, and financial tracking
- Coordination of post-show entertainment and receptions
- Scheduling and task management for staff and volunteers
- Liaison with sponsors, vendors, community partners, and city stakeholders



623 Garrison Avenue
3rd Floor, Room 315
Fort Smith, AR 72901

Phone: (479) 784-2201
Fax: (479) 784-2430
administration@fortsmithar.gov

December 6, 2023

Brandon Chase Goldsmith, Co-Founder / President
River Valley Film Society
8224 Cypress Ave
Fort Smith AR 72908

Dear Mr. Goldsmith,

As the City Administrator of Fort Smith, I am writing to propose a collaborative effort between the City of Fort Smith and the River Valley Film Society with the shared goal of enhancing the cultural landscape of Fort Smith by bringing Broadway shows to our community.

We acknowledge the vital role that the River Valley Film Society plays in promoting arts and culture in our city. Through this partnership, we aim to bring Broadway shows to Fort Smith. This arrangement is designed to utilize the expertise of the River Valley Film Society in the realm of arts while ensuring the effective use of City resources for cultural enrichment and economic impact.

In this collaborative effort, the City of Fort Smith will provide the necessary financial support, while the River Valley Film Society will oversee the logistical and operational aspects of acquiring and hosting Broadway shows. We believe this collaboration will not only bring new cultural experiences to our residents but also contribute positively to the local economy.

We anticipate this partnership will include joint planning, resource sharing, and cooperative promotional efforts. The City is ready to engage in detailed discussions to outline our respective roles, responsibilities, and the framework for this cooperation.

This letter serves as an initial step towards a more detailed dialogue. We are optimistic about what our joint efforts can achieve and are ready to further explore this opportunity.

Thank you for considering this partnership.

Sincerely,

A handwritten signature in blue ink that reads "Carl E. Geffken". The signature is fluid and cursive, with the first name "Carl" being the most prominent.

Carl E. Geffken, City Administrator - City of Fort Smith

A faint, light blue background image of a fort structure, similar to the one in the City of Fort Smith logo, positioned behind the signature and the website address.

fortsmithar.gov



MEMORANDUM OF UNDERSTANDING Between River Valley Film Society and Oak View Group

This Memorandum of Understanding (MOU) is entered into as of March 3, 2025, by and between the **River Valley Film Society, Inc. (RVFS)** and **Oak View Group (OVG)** (collectively referred to as “the Parties”). This MOU establishes the framework for collaboration in the creation and operation of **Border Town Live (BTL)**.

I. Purpose

The purpose of this MOU is to define the roles, responsibilities, and commitments of the Parties in establishing and managing Border Town Live, an initiative to bring quality entertainment, including Broadway shows, concerts, comedy, and more, to the citizens of Fort Smith, the River Valley, and surrounding regions.

II. Background

In accordance with the Letter of Intent dated December 6, 2023, RVFS shall serve as the nonprofit fiscal sponsor for Border Town Live. OVG will collaborate in operational and logistical planning to ensure the success of the initiative.

III. Roles and Responsibilities

A. River Valley Film Society (RVFS)

1. Serve as the nonprofit fiscal sponsor for Border Town Live.
2. Establish and manage a dedicated bank account for all BTL-related financial transactions, including donations, sponsorships, and production costs.
3. Organize and oversee the logistical and operational aspects of acquiring and hosting Broadway shows and other performances.
4. Form and manage a dedicated **Managing Committee** consisting of representatives from RVFS and OVG.
5. Provide regular financial reports to ensure transparency and accountability.

B. Oak View Group (OVG)

1. Participate as a key partner in the Managing Committee to provide expertise and support in event planning, production, and execution.
2. Collaborate with RVFS on operational logistics to ensure high-quality entertainment experiences.
3. Appoint a representative to serve on the RVFS Board of Directors to ensure strategic alignment and effective communication.

IV. Financial Management

1. RVFS shall maintain a separate and dedicated bank account exclusively for BTL operations. All revenue generated by BTL, including donations, sponsorships, and gross profit after OVG expenses, shall be deposited into this account.
2. RVFS will ensure transparent financial management and share periodic reports with the Managing Committee.

V. Mission Statement

Border Town Live is committed to enhancing the cultural vitality of Fort Smith and the surrounding regions by providing world-class entertainment and cultural experiences, ranging from Broadway shows to concerts, comedy performances, and more.

VI. Governance Structure

1. A Managing Committee, organized by RVFS, will oversee the operation and management of Border Town Live. The committee will include representatives from RVFS and OVG.
2. An OVG representative will also serve on the RVFS Board of Directors to ensure effective collaboration and strategic planning.

VII. Duration and Termination

1. This MOU will remain in effect until terminated or amended by mutual written agreement of the Parties.
2. Any Party may terminate its involvement in this MOU by providing 90 days' written notice to the other Party.

VIII. General Provisions

1. **Amendments:** This MOU may be amended only by mutual written consent of the Parties.
2. **Non-Binding Nature:** This MOU is not legally binding but signifies the commitment of the Parties to work collaboratively in good faith toward the success of Border Town Live.

TIMELINE

September 2023	Idea Conceptualized (Lavon Morton & Brandon Goldsmith)
October 26, 2023	Randy Johnson (OVG) is brought into the conversation
November 14, 2023	Meeting Carl Geffen, Lavon Morton, Brandon Goldsmith, Randy Johnson
December 1, 2023	2 nd Meeting
December 6, 2023	Fort Smith LOI issued River Valley Film Society Board of Director Votes to approve LOI
February 5, 2024	Meeting Carl Geffken, Ashleigh Bachert (A&P), Shur Garnett (OVG), Brandon Goldsmith
September 29, 2024	Shannon Davis (OVG) is introduced to the RVFS Board
December 2, 2024	RVFS Board Meeting Shannon Davis presents possible shows Vote to proceed with Border Town Website Vote for Broadway Show & Film Fest Grant Research
December 5, 2024	Meeting with Carl Geffken, Shannon Davis, Brandon Goldsmith
December 17, 2024	Notified Entertainment Fund is in 2025 Budget
December 29, 2024	RVFS sends OVG Invoice for Border Town Live Launch (No Funds Access)
January 13, 2025	Border Town Live Branding Started
February 4, 2025	Meeting Jeff Dingman, Lavon Morton, Shannon Davis, Brandon Goldsmith
February 7, 2025	Facebook Page Launched
February 9, 2025	RVFS / OVG MOU Draft
February 19, 2025	Meeting Shannon Davis, Lavon Morton, Brandon Goldsmith
February 21, 2025	Border Town Live Marketing Plan
February 28, 2025	FUNDING is FINALLY Released

March 3, 2025	RVFS / OVG MOU put into effect Notified OVG Respect has a conflict with Chapel Hart* FREE SHOW *Chapel Hart is the same audience and at Kay Rodgers (7,000 Capacity) <u>Unable to Change Respect date or Cancel Show</u>
March 4, 2025	Website BorderTownLive.com goes Live First Facebook Ads Launch: Respect & Border Town Live Shannon Voted on to RVFS Board in accordance with MOU BTL Managing Committee Formed
March 7, 2025	Border Town Live Branding Finalized
March 8, 2025	Border Town Live Merchandise Ordered
March 9, 2025	BCG Creative Solutions hired as Agency of Record
March 12, 2025	Border Town Live Sponsorship Packet Launched
March 14, 2025	<u>Sesame Street On Sell for May 16th Show</u> Notified by OVG Girls Night Out would be a Border Town Live Event
March 17, 2025	Notified by Sesame Street Tour Contract is for April 16 NOT May 16 All Graphics, Website, and Advertising Modified <u>New Accelerated Sesame Marketing Plan & Budget Launched</u>
March 27, 2025	Border Town Live Signage Ordered
March 28, 2025	Respect Tour notified only 26 Tickets Sold \$45 Min ticket + Free Chapel Hart Show Leading Factors
April 1, 2025	River Valley Ticket Pricing / Season Ticket Research Report
April 2, 2025	RVFS Board Meeting Melanie Palmer Grant Research Broadway & Film Fest Approved Shannon Davis Presents Oct 2024 – May 2025 BTL Season
April 6, 2025	<u>\$15,000 Sesame Street Live Sponsor (\$10K Tickets / \$5K Marketing)</u>
April 7, 2025	Decision Made to Give Away Respect Show (Comp Tickets) Ticketmaster will not waive Fees on Comp Tickets even on Free Show
April 8, 2025	Respect Program Approved

April 9, 2025	RVFS Volunteers Mobilized for Respect & Sesame Street
April 11, 2025	R.E.S.P.E.C.T. <u>April Invoice 005 BTL to OVG (150+ Days Overdue)</u>
April 14, 2025	Sesame Street Program Approved
April 16, 2025	Sesame Street Live <u>200+ Boys & Girls Kids get Free Tickets through Sponsorship</u>
April 21, 2025	Girls Night Out Marketing
April 24, 2025	Girls Night Out



Border Town Live
info@bordertownlive.com

Invoice #000001

Issue date
Mar 2, 2025

BTL Website, Branding & RESPECT Marketing

Make Check payable to Border Town Live
Additional Recipients: fwrbrandon@hotmail.com, ssuratt@gmail.com, roaringseafilms@gmail.com

Customer		Invoice Details	Payment
Oak View Group Shannon.Davis@fortsmithar.gov (479) 788-8933 55 South 7th Street Fort Smith, AR 72901		PDF created March 26, 2025 \$24,700.00	Due March 4, 2025 \$24,700.00
Items	Quantity	Price	Amount
Broadcast Ads	1	\$6,000.00	\$6,000.00
Radio Ads	1	\$3,000.00	\$3,000.00
Digital Marketing	1	\$3,200.00	\$3,200.00
Social Media Ads	1	\$2,000.00	\$2,000.00
Billboard Ads	1	\$2,500.00	\$2,500.00
BTL Website	1	\$6,500.00	\$6,500.00
BTL Logo and Branding	1	\$1,500.00	\$1,500.00
Subtotal			\$24,700.00
Total Paid			\$24,700.00
Payments			
Mar 4, 2025 (Check)			\$24,700.00



Border Town Live
info@bordertownlive.com

Invoice #000002

Issue date
Mar 11, 2025

Respect 2 / Overall

Make check payable to Border Town Live

Additional Recipients: roaringseafilms@gmail.com, ssuratt@gmail.com, fwrbrandon@hotmail.com

Customer

Oak View Group
Shannon.Davis@fortsmithar.gov
(479) 788-8933
55 South 7th Street
Fort Smith, AR 72901

Invoice Details

PDF created March 11, 2025
\$8,571.88

Payment

Due March 11, 2025
\$8,571.88

Items	Quantity	Price	Amount
BTL Website Hosting	1	\$2,571.88	\$2,571.88
Merch & Signage	1	\$2,500.00	\$2,500.00
Video and Photo	1	\$3,500.00	\$3,500.00
Subtotal			\$8,571.88

Total Due **\$8,571.88**



Border Town Live
info@bordertownlive.com

Invoice #000003

Issue date
Mar 13, 2025

Launch Budget

Additional Recipients: fwrbrandon@hotmail.com, roaringseafilms@gmail.com

Customer	Invoice Details	Payment
Oak View Group Shannon.Davis@fortsmithar.gov (479) 788-8933 55 South 7th Street Fort Smith, AR 72901	PDF created March 26, 2025 \$7,000.00	Due March 13, 2025 \$7,000.00

Items	Quantity	Price	Amount
Billboard	1	\$1,500.00	\$1,500.00
Radio	1	\$1,500.00	\$1,500.00
Social Media Ads	1	\$1,500.00	\$1,500.00
TV Ads	1	\$2,500.00	\$2,500.00
Subtotal			\$7,000.00
Total Paid			\$7,000.00

Payments	
Mar 18, 2025 (Cash)	\$7,000.00



River Valley Film Festival
Thursday, August 7, 2025 - Saturday, August 9, 2025

INVOICE
0018649

Bill To: River Valley Film Society
Attn: Brandon Goldsmith

Invoice Date: 8/19/2025
Due Date: Upon Receipt

Rent				
Date(s)	Room	Rate	Price	Total
Thu, 8/7/2025	Meeting Room 1	Standard	\$0.00	\$0.00
Thu, 8/7/2025	Meeting Room 2	Standard	\$0.00	\$0.00
Thu, 8/7/2025	Meeting Room 3	Standard	\$0.00	\$0.00
Thu, 8/7/2025	Meeting Room 4/5/6	Standard	\$0.00	\$0.00
Thu, 8/7/2025	Meeting Room 7	Standard	\$0.00	\$0.00
Thu, 8/7/2025	Meeting Room 8	Standard	\$0.00	\$0.00
Thu, 8/7/2025	South Rotunda	Complimentary	\$0.00	\$0.00
Thu, 8/7/2025	Theater	Promoter	\$0.00	\$0.00
Thu, 8/7/2025	Theater Box Office	Complimentary	\$0.00	\$0.00
Thu, 8/7/2025	Theater Lobby	No Rental	\$0.00	\$0.00
Fri, 8/8/2025	Meeting Room 1	Standard	\$0.00	\$0.00
Fri, 8/8/2025	Meeting Room 2	Standard	\$0.00	\$0.00
Fri, 8/8/2025	Meeting Room 3	Standard	\$0.00	\$0.00
Fri, 8/8/2025	Meeting Room 4/5/6	Standard	\$0.00	\$0.00
Fri, 8/8/2025	Meeting Room 7	Standard	\$0.00	\$0.00
Fri, 8/8/2025	Meeting Room 8	Standard	\$0.00	\$0.00
Fri, 8/8/2025	South Rotunda	Complimentary	\$0.00	\$0.00
Fri, 8/8/2025	Theater	Promoter	\$0.00	\$0.00
Fri, 8/8/2025	Theater Box Office	Complimentary	\$0.00	\$0.00
Fri, 8/8/2025	Theater Lobby	No Rental	\$0.00	\$0.00
Sat, 8/9/2025	Meeting Room 1	Standard	\$0.00	\$0.00
Sat, 8/9/2025	Meeting Room 2	Standard	\$0.00	\$0.00
Sat, 8/9/2025	Meeting Room 3	Standard	\$0.00	\$0.00
Sat, 8/9/2025	Meeting Room 4/5/6	Standard	\$0.00	\$0.00
Sat, 8/9/2025	Meeting Room 7	Standard	\$0.00	\$0.00
Sat, 8/9/2025	Meeting Room 8	Standard	\$0.00	\$0.00
Sat, 8/9/2025	South Rotunda	Complimentary	\$0.00	\$0.00
Sat, 8/9/2025	Theater	Promoter	\$2,400.00	\$2,400.00
Sat, 8/9/2025	Theater Box Office	Complimentary	\$0.00	\$0.00
Sat, 8/9/2025	Theater Lobby	No Rental	\$0.00	\$0.00
			Rental Total	\$2,400.00

OPERATIONS					
Date	Item	Note	Qty	Price	Total
Thu, 8/7/2025	8' Banquet Table		4.0	\$0.00 / Each	\$0.00
Thu, 8/7/2025	8' Banquet Table		30.0	\$0.00 / Each	\$0.00
Thu, 8/7/2025	Bistro Table		6.0	\$0.00 / Each	\$0.00
Thu, 8/7/2025	Teal Chairs		75.0	\$0.00 / Each	\$0.00
Thu, 8/7/2025	Teal Chairs		4.0	\$0.00 / Each	\$0.00
Thu, 8/7/2025	Teal Chairs		30.0	\$0.00 / Each	\$0.00
Thu, 8/7/2025	Teal Chairs		30.0	\$0.00 / Each	\$0.00
Thu, 8/7/2025	Teal Chairs		10.0	\$0.00 / Each	\$0.00
Thu, 8/7/2025	Teal Chairs		75.0	\$0.00 / Each	\$0.00
Thu, 8/7/2025	Teal Chairs		50.0	\$0.00 / Each	\$0.00
Fri, 8/8/2025	Bistro Table		12.0	\$0.00 / Each	\$0.00
Fri, 8/8/2025	Bistro Table		6.0	\$0.00 / Each	\$0.00
Sat, 8/9/2025	Bistro Table		6.0	\$0.00 / Each	\$0.00
Total for OPERATIONS:					\$0.00
TOTALS			\$2,400.00	\$0.00	\$600.00
Service Charges					\$600.00
25% Service Charge - \$600.00					

TAXES
Sales (9.500%) - \$0.00

\$0.00

TOTAL **\$3,000.00**

Balance Due **\$3,000.00**

PAYMENT INFO	
<u>Credit Card</u> Please return a completed credit card authorization form.	<u>Check</u> Mail checks to: Attn: Administration Office 55 South 7th Street Fort Smith, AR 72901



MEMORANDUM

TO: Honorable Mayor McGill and Members of the Board of Directors
FROM: Jeff Dingman, Acting City Administrator
DATE: September 5, 2025
SUBJECT: Amendment to the Operating Agreement for the Fort Smith Convention Center

SUMMARY

The Board of Directors heard the annual update of activities at the Fort Smith Convention Center at the April 22, 2025 study session. In that discussion, the General Manager of the FSCC Shannon Davis and the Senior Vice President of the Oak View Group Shura Garnett presented information of improved activity at the FSCC in 2024 and even better prospects for the remainder of 2025, with events and shows booking space at the facility through 2026. There were discussions related to amending the OVG operating agreement, and the Board asked that staff and OVG bring forward a contract amendment at a future study session. To that end, staff has worked with OVG on an amendment to the facility management contract, and the topics of that proposed amendment are the subject of the discussion scheduled for the September 9 study session.

A specific discussion item was the prospect of off-site catering. A previous amendment to the OVG management contract (in July 2024) permitted the FSCC's food & beverage staff to provide catering off-site only if the certain off-site event related directly to events using the FSCC. Ms. Davis and Ms. Garnett clarified for the Board that this 2024 amendment does not allow for the realization of revenue from the food & beverage services as might be afforded from being able to cater any off-site event. Many Board members responded favorably to considering further amendment to the management agreement that would permit off-site catering at any event.

A second item discussed was the adjustment of the term of the agreement. The original agreement (dated December 1, 2020) provided for an Initial Term of five years, and then five successive one-year terms at the city's option for a total of ten years. OVG has proposed that the Initial Term be increased to eight years, and the city's optional terms be adjusted to one two-year term to achieve the same overall ten-year period. As a reminder, OVG fronted the capital funding for installation and setup of the facility's kitchen, and the city is obligated to reimburse that kitchen expense either in ten installments over the full ten-year period or pro-rated if the city terminates the agreement prior to ten years. This adjustment benefits both OVG and the city in terms of retaining and attracting quality experienced staff to operate the facility. At the April discussion, the Board was receptive to this concept.

A third modification would provide for the establishment of an Event Marketing Account, a similar concept to what Border Town Live is discussing with the Board on September 9. While

OVG is charged with managing the facility to reduce the city's general operating subsidy, an item that could assist that effort, completely at the city's discretion, is the establishment of a fund dedicated to the attraction and promotion of events or shows to the facility. While OVG can facilitate such efforts through the original management contract, any resulting expenditures that don't get reimbursed or specifically offset with show revenue do impact the overall operating expenses of the facility. If a separate Event Marketing Account were established, it would be accounted for separately from the facility's regular operating expenses. This entire concept could be added, modified, or removed from the draft as the city desires.

A fourth amendment allows the City to take advantage of OVG's experience in managing parking facilities by having OVG serve in an advisory capacity to review the city's parking areas both around the FSCC and the city's parking garage. OVG proposes to provide these services at no additional fee to the city.

Finally, language in the original agreement regarding assignment of the roles & responsibilities under this agreement to other subsidiary entities is proposed for adjustment. The language is a technical change that provides that any assignee must agree to assuming all of the assignor's obligations outlined in the original agreement.

A draft is attached for purposes of this discussion, a final version still needs to be approved by legal review from both the city and OVG before it is presented for adoption. None of the other concepts in the original agreement (included for reference) would be modified, including the restriction of rate increases affecting non-profit organizations that use the facilities.

Please contact me if you have questions regarding this agenda item.

ATTACHMENTS

1. [20250829 OVG Facilities Ft Smith AK Second Amend v1 8-29-25 - draft as noted by jwd.pdf](#)
2. [R-143-20 OVG Agreement - signed.pdf](#)

SECOND AMENDMENT TO THE MANAGEMENT AGREEMENT

This Second Amendment to the Management Agreement (this "**Second Amendment**") is effective as of September 1, 2025 (the "**Second Amendment Effective Date**") between OVG Facilities, LLC d/b/a Oak View Group ("**Manager**"), and (ii) City of Fort Smith, Arkansas ("**Client**").

DRAFT

for study session discussion

RECITALS

1. Manager and Client are parties to that certain Management Agreement dated as of December 1, 2020, as amended by the First Amendment to the Management Agreement, dated July 1, 2024 (the "**First Amendment**") and collectively, the "**Agreement**") pursuant to which the Client granted to Manager the exclusive right to manage and operate the Facility, including the provision of food and beverage services at the Facility (as defined in the Agreement).

2. The parties have agreed to extend the term of the Agreement, and in connection with such extension modify or update other terms and conditions of the Agreement.

3. Accordingly, Client and Manager desire to amend the Agreement, as described pursuant to the terms hereof.

to

NOW THEREFORE, FOR VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS AGREED AS FOLLOWS:

1. **Definitions.** All of the defined terms and definitions set forth in the Agreement shall apply to and are incorporated into this **Second** Amendment, except that any modifications thereto and/or all other defined terms and definitions set forth in this Second Amendment shall apply.

2. **Updated Section 2.3 Regarding Off-Site Catering Services.** The parties have agreed to modify the off-site catering terms that were negotiated and incorporated into the First Amendment to reflect that such off-site catering services are no longer restricted to those relating to events held at the Facility. Accordingly, Section 2.3 of the Agreement shall be modified as set forth below:

"Section 2.3 **Off-Site Catering.** Client grants Manager the right to provide its food and beverage catering in connection with ~~certain~~ **any** off-site events ~~that directly support events at the Facility~~ (the "**Off-Site Catering Events**"), subject to the following terms. All Off-Site Catering Events shall be performed using Facility materials, including on-site food and beverage inventory and equipment, with costs thereof to be Food and Beverage Expenses, and all revenue generated from such Off-Site Catering Events shall be considered Gross Food and Beverage Revenue. Manager shall develop a form agreement for all Off-Site Catering Events which shall be subject to Client's review and approval."

3. **Updated Term.** The parties have agreed to extend the Term of the Agreement, and as a result Section 4.1 of the Agreement shall be deleted in its entirety and replaced with the following:

"Section 4.1 **Term.** The term of this Agreement means the period between the Effective Date and the December 31, 2028 ("**Initial Term**") shall, unless earlier terminated pursuant to the provisions of Section 4.2 below. In addition, the Initial Term shall automatically extend for one additional two-year period (concluding December 31, 2030) (the "**Renewal Term**") unless Client delivers notice to Manager of its intention to decline such option no

Board favored this action @ the April 22 study session.

Same overall 10-yr period

later than one hundred and twenty (120) days prior to the conclusion of the Initial Term. The Initial Term and Renewal Term, as applicable, shall be referred to as the "Term."

4. **Additional Event Marketing Account.** The parties have agreed to establish a new event marketing account for the purpose of purchasing and marketing entertainment acts to perform at the Facility. In accordance with the foregoing, the following shall be added as a new Section 8.3 of the Agreement:

2 may?
"Section 8.3 **Event Marketing Account.** Client shall establish a separate interest-bearing account in the name of Client and under Client's Federal ID number in a local qualified public deposit, to be designated by Client, in connection with procuring Events and related marketing activities (the "**Event Marketing Account**"). Client shall fully fund the Event Marketing Account and will deposit ~~\$250,000~~ each Operating Year into the Event Marketing Account which shall be used by Manager in connection with procuring entertainment acts, including shows, concerts, festivals (each, a "**Show**") and marketing or other promotional activity in connection with any such Show. Manager shall obtain prior approval from Client before entering into any Show-related agreement, which shall be entered into by Manager as agent. Any revenue generated from a Show shall be deposited back in the Event Marketing Account and may be spent in accordance with this Section 8.3. Any money remaining in the Event Marketing Account at the conclusion of the term shall belong to the Client. The specific procedures (and authorized individuals) for making withdrawals from such account shall be determined by Manager, but the parties specifically agree that Manager shall have authority to sign checks and to make withdrawals from such account, subject to the limitations of this Agreement, including this Section 8.3."

*If established
confirm
amount?
TBD*

5. **Additional Parking Obligations.** The parties have agreed to incorporate additional parking management responsibilities, subject to payment of an additional fee. As a result, the following shall be added as a new Section 2.1 (d) (and Exhibit F, as attached to this Second Amendment) as follows:

*Ex. F
Specifies no fee
for this
assistance.*
"(d) In addition, Manager shall perform additional parking management services as set forth on Exhibit F, attached hereto (the "**Parking Services**"). As compensation to Manager for its provision of the Parking Services, Client shall pay Manager the fees as set forth on Exhibit F, in accordance with its terms and conditions. For avoidance of doubt, all revenue generated from the Parking Services shall constitute Gross Operating Revenue for purposes of this Agreement."

6. **Modification of Section 17.5 of the Agreement.** The parties have agreed to modify the assignment provision in the Agreement. Accordingly, Section 17.5 of the Agreement shall be deleted in its entirety and replaced with the following:

"Section 17.5 **Assignment.** Neither party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed; however, Manager or Client may, without the prior written consent of the other, assign this Agreement and/or its rights and obligations hereunder (i) to any person or entity who succeeds (whether by merger, consolidation or sale of assets or equity or the like) to all or substantially all of the business and properties of such party, or (ii) in connection with a corporate restructuring, to any person who is an owner, parent, subsidiary or affiliate of such party, and who carries on the business of such party in substantially the same manner. Any assignee of Manager or Client pursuant to the preceding sentence must agree in writing to assume the assignor's obligations hereunder, in whole

or in part (as applicable), in order for such assignment to become effective. This Agreement shall be binding on the parties' successors and permitted assigns."

7. **Modification of Exhibit C of the Agreement.** The parties have agreed to add the off-site catering services as part of the term "Services" as defined in Section 2.1 of the Agreement. Accordingly, Exhibit C of the Agreement is hereby amended to add the following new subsection (y):

"y) Subject to the terms and conditions set forth herein, manage the Off-Site Catering Events, including but not limited to food preparation and service."

8. **Incorporation of Agreement.** The modifications, amendments and additions to the Agreement described herein, and the defined terms set forth in this Second Amendment, shall be incorporated into the Agreement as of the Second Amendment Effective Date.

9. **Continuation of Terms of Agreement.** This Second Amendment and the Agreement are to be read together and *in pari materia* but to the extent of any inconsistency between any term of this Second Amendment and any term of the Agreement, the terms of this Second Amendment shall control and prevail. Except as otherwise specifically modified and amended by this Second Amendment as of the Second Amendment Effective Date, all of the terms and conditions of the Agreement shall continue to be binding and effective.

10. **Counterparts.** This Second Amendment may be executed in two or more counterparts, each of which shall be considered an original.

11. **Entire Agreement.** This Second Amendment constitutes the entire understanding of the parties with respect to modifications and amendments described herein.

12. **Applicable Law.** This Second Amendment shall be construed and interpreted in accordance with the laws of the State of Arkansas, without regard to conflict of laws.

13. **Authority.** The parties acknowledge, warrant and represent that each has the full right, authority and power to enter into this Second Amendment. The parties further acknowledge, warrant and represent that the execution by the individuals noted below for such party, and the delivery and performance by the parties of this Second Amendment has been and/or shall be duly authorized by all necessary action of the parties and no other action on the part of the respective parties is required in connection therewith and that this Second Amendment and each agreement, document and instrument executed and delivered pursuant to this Second Amendment constitutes, or when executed and delivered will constitute, valid and binding obligations of the respective parties enforceable in accordance with their terms.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed as of the Second Amendment Effective Date.

CITY OF FORT SMITH

OVG FACILITIES, LLC

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

DRAFT

*Still subject to
DEW review.*

EXHIBIT F PARKING SERVICES

1. Project Overview

The City seeks to modernize its parking operations by implementing a digital payment system and enforcement platform that improves customer convenience, operational efficiency, and revenue collection. OVG Parking & Mobility Services will provide advisory services for evaluating, selecting, and planning the implementation of parking technology solutions. These may include:

- **Digital payment platforms** (mobile apps, web portals, pay stations, etc.)
- **Enforcement solutions** utilizing **License Plate Recognition (LPR) technology** and/or **handheld enforcement devices**

2. Objectives

- Identify and evaluate technology options that align with the City's operational, financial, and customer service goals.
- Develop a comparative analysis of enforcement approaches (LPR vs. handheld enforcement) including cost, scalability, and ease of integration.
- Recommend the most effective digital payment and enforcement solution(s) for the City.
- Provide an implementation roadmap to ensure a smooth rollout with minimal disruption to stakeholders.

3. Scope of Work

Phase 1: Needs Assessment & Discovery

- Meet with City stakeholders to define project goals, priorities, and success metrics.
- Review existing parking policies, infrastructure, and enforcement processes.
- Assess current payment and citation collection workflows.

Phase 2: Market Research & Technology Review

- Identify qualified vendors of digital payment platforms and enforcement technology (LPR systems, handheld enforcement devices).
- Prepare a market scan including vendor capabilities, integration options, and references from peer cities.
- Evaluate potential compatibility with existing City systems (finance, citation management, GIS, etc.).

Phase 3: Comparative Analysis

- Develop a cost-benefit analysis of LPR enforcement versus handheld enforcement (including upfront capital, operating costs, staffing, accuracy, and long-term scalability).
- Compare mobile payment-only environments versus hybrid approaches (mobile + kiosks).
- Prepare a vendor comparison matrix (functionality, pricing, support, integration, compliance with open standards).

Phase 4: Recommendations

- Present findings and recommend a preferred payment and enforcement approach.

- Provide a shortlist of recommended vendors and solutions that best fit the City’s requirements.
- Deliver draft RFP language or procurement specifications to support competitive solicitation, if applicable.

Phase 5: Implementation Planning

- Develop a high-level implementation roadmap including timeline, budget ranges, staffing impacts, and community outreach strategies.
- Recommend policies and procedures to support digital adoption (e.g., grace periods, citation workflows).
- Provide training and change-management guidance for enforcement staff and customer service personnel.
- Procurement or negotiation of vendor contracts
- Installation or configuration of technology systems

4. Deliverables

- Needs Assessment Report
- Market Scan & Vendor Landscape Report
- Comparative Analysis Matrix (LPR vs. handheld; vendor comparison)
- Recommendations Report with vendor shortlist
- Draft RFP/procurement specifications (if required)
- Implementation Roadmap

5. Timeline

Estimated project duration: **12–16 weeks**, subject to City scheduling and data availability.

6. Roles & Responsibilities

- **OVG Parking & Mobility:** Lead research, analysis, recommendations, and documentation. Facilitate stakeholder engagement sessions.
- **City:** Provide access to existing data, staff, and stakeholders. Participate in review sessions and provide timely feedback.

7. Consulting Fee

- Services will be provided at no cost to the City of Ft. Smith.

R-143-20

MANAGEMENT AGREEMENT

between

City of Fort Smith

and

OVG Facilities, LLC
or its designated Affiliate (as described in Section 17.5)

Dated: December 1, 2020

MANAGEMENT AGREEMENT

This Management Agreement is made as of December 1, 2020 ("**Effective Date**"), by and between the City of Fort Smith ("**Client**"), and OVG Facilities, LLC or its designated Affiliate (as described in Section 17.5) ("**Manager**").

RECITALS

WHEREAS, Client owns that certain convention, exposition and conference venue located in Fort Smith, Arkansas and commonly known as the Fort Smith Convention Center (the "**Facility**");

WHEREAS, Client desires to engage Manager to manage and operate the Facility on behalf and for the benefit of Client, as more specifically described herein, and Manager desires to accept such engagement, pursuant to the terms and conditions contained herein;

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

ARTICLE 1 DEFINITIONS

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

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

Agreement: The term "Agreement" means this Management Agreement, together with all exhibits attached hereto (each of which are incorporated herein as an integral part of this Agreement).

Booking Contracts: The term "Booking Contracts" means user/rental agreements, booking commitments, licenses and all other contracts or agreements generating revenue for the use of the Facility and entered into in the ordinary course of operating the Facility. All Booking Contracts, except for Existing Contracts, will be negotiated by and entered into by Manager, and, Manager will be responsible for the administration of the Booking Contracts; provided however, Booking Contracts that are also Material Contracts will be subject to the provisions hereof related to Material Contracts.

Capital Expenditures: The term "Capital Expenditures" means all expenditures for building additions, alterations, repairs, or improvements, and for purchases of additional or replacement machinery or equipment, where the cost of such expenditure is greater than \$5,000 (provided any series of capital additions, alternations, repairs, replacements or purchases that would ordinary be considered a single project or would ordinarily be effected by entering into a single contract shall be considered a single costs item for purpose of determining whether it is a Capital Expenditure) or the depreciable life of the applicable item is, according to generally accepted accounting principles, in excess of five (5) years.

Client: The term "Client" shall have the meaning ascribed to such term in the Recitals to this Agreement.

Client Meeting Rooms: The term "Client Meeting Rooms" shall mean Rooms 4, 5, & 6 of the Facility.

Commercial Rights: The term "Commercial Rights" means naming rights, pouring rights, advertising, sponsorships, the branding of food and beverage products for resale, Internet, website, and data base rights, merchandise sales, and memorial gifts at or with respect to the Facility owned by Client.

CPI: The term "CPI" means the consumer price index for the local area, as published by the United States Department of Labor, Bureau of Labor Statistics or such other successor or similar index.

Designated Manager Positions: The term "Designated Manager Positions" shall mean the following: COO – Convention Center, Sales Director, and Sales & Service Manager

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

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

Event or Events. The term "Event" or "Events" means any public or private events to be held at the Facility.

Event Account: The term "Event Account" means a separate interest-bearing account in the name of Client and under Client's Federal ID number in a local qualified public depository, to be designated by Client, where revenue derived from Events is deposited by Manager.

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

Existing Contracts: The term "Existing Contracts" means agreements relating to the day-to-day operation of the Facility existing as of the Effective Date. A list of Existing Contracts is attached hereto as Exhibit A.

Facility: The term "Facility" shall have the meaning ascribed to such term in the Recitals to this Agreement, and shall be deemed to include the entire complex, including but not limited to the convention center, exhibit halls, ballrooms, meeting rooms, common areas, kitchen area, lobby areas, executive and other offices, storage and utility facilities, and the entrances, ground, sidewalks and parking areas immediately surrounding the Facility and adjacent thereto as shown on the map of the Facility attached hereto as Exhibit B.

Food and Beverage Expenses: The term "Food and Beverage Expenses" means all expenses incurred by Manager in connection with food and beverage operations at the Facility, including, without limitation, salary and benefits of dedicated food and beverage workers (e.g. catering manager, chefs, cooks, service staff), food and beverage costs, costs of alcohol licensing and insurance relating to food and beverage operations (e.g., liquor liability).

General Manager: The term "General Manager" means the employee of Manager acting as the full-time on-site general manager of the Facility.

Gross Food and Beverage Revenue: The term "Gross Food and Beverage Revenue" means the total

revenue earned and received from the Facility's catering or concessions services. Gross Food and Beverage Revenue shall specifically exclude Taxes.

Gross Operating Revenue: The term "Gross Operating Revenue" means the total revenue earned and received from the operation of the Facility or any portion thereof including, without limitation, revenue received in connection with rental of the Facility, Gross Food and Beverage Revenue, sales commissions, sponsorship revenues, parking fees and any other revenue generated by Manager's operation of the Facility.

Investment: The term "Investment" shall have the meaning ascribed to such term in Section 3.5 of this Agreement.

Investment Payback: The term "Investment Payback" means an amount payable to Manager on a monthly basis and treated as an Operating Expense equal to: (A)(i) Paid Investment Amounts less (ii) Paid Investment Amounts previously repaid to Manager, divided by (B) the number of months remaining between the then-current month and the tenth anniversary of the start of the first Operating Year. For example, if Manager makes a \$250,000 Investment payment as of January 1, 2022 (assuming that the start of the first Operating Year is January 1, 2021), the Investment Payback shall equal \$250,000 divided by 108, or \$2,314.81 per month. If Manager subsequently makes a second \$250,000 Investment payment as of January 1, 2023 (assuming that the start of the first Operating Year is January 1, 2021), the Investment Payback shall equal \$500,000 (total Paid Investment Amounts) less \$27,777.78 (Investment Payback amounts previously repaid) divided by 96, or \$4,918.98 per month.

Laws: The term "Laws" means federal, state, local, and municipal laws, statutes, rules, regulations, and ordinances.

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

Manager: The term "Manager" shall have the meaning ascribed to such term in the Recitals to this Agreement.

Material Contracts: The term "Material Contracts" means any (i) contract that extends beyond the Term of this Agreement or (ii) any contract for the naming rights at the Facility. All Material Contracts shall remain subject to the prior review and written approval of Client (or Client's Board of Directors, as Client may determine in its sole discretion).

Net Food and Beverage Revenue: The term "Net Food and Beverage Revenue" means Gross Food and Beverage Revenue less Food and Beverage Expenses.

Net Revenues or Net Losses: The term "Net Revenues" or "Net Losses" shall mean the difference between Gross Operating Revenues and Operating Expenses in any Operating Year, with Net Revenues meaning that Gross Operating Revenues are greater than Operating Expenses, and Net Losses meaning that Operating Expenses are greater than Gross Operating Revenues.

Operating Account: The term "Operating Account" means a separate interest-bearing account in the name of Client and under Client's Federal ID number in a local qualified public depository, to be designated by Client, where revenue is deposited and from which operating expenses are paid. Manager shall have the authority to sign checks and make withdrawals from this account subject to limitations more specifically set forth in this Agreement.

Operating Budget: The term "Operating Budget" means a line-item budget for the Facility that includes a projection of Gross Operating Revenues and Operating Expenses, presented on a monthly and annual basis.

Operating Expenses: The term "Operating Expenses" means all expenses paid or incurred by Manager in connection with the operation of the Facility. Operating Expenses shall include any Transition Fee, Operating Fee, Investment Payback amounts and Commercial Rights Commissions, but shall exclude any Performance Fee or Food and Beverage Fee amounts. Notwithstanding the foregoing, "Operating Expenses" shall not include the following, for which Client shall remain solely responsible: (i) property taxes or similar charges levied on the Facility; (ii) the cost of any Capital Expenditures (including, without limitation, those financed by the Investment), unless Client and Manager otherwise agree in writing (it being the intent of the parties that individual capital expenditures below the \$5,000 threshold be treated as an Operating Expense); (iii) any reserve for the replacement of fixtures, furniture or equipment or any future capital expenditures; (iv) principal, interest or any other amounts payable by Client in connection with any financing secured by or in connection with the Facility; (v) depreciation and amortization expenses; (vi) emergency repairs, as set forth in Section 11.2; (vii) pre-existing obligations, including legal liabilities that, among other things, pending or future liabilities that arose from claims occurring prior to the Effective Date; (viii) Client's expenses (including legal expenses) with respect to this Agreement; (ix) one-time transition costs resulting from the prior manager's termination and departure from the Facility that are not ongoing Operating Expenses; and (x) any other expenses of Client that are not directly related to Manager's operation of the Facility.

Notwithstanding anything else to the contrary contained herein, to the extent that any Affiliate of Manager provides certain corporate overhead-type services on behalf of Manager and other Affiliates of Manager, including, without limitation, services such as financial, legal, payroll or human resources, then Manager shall be permitted to include within the definition of "Operating Expenses" an expense equal to the reasonable cost of such expenses incurred by Manager (or its Affiliates) in its reasonable discretion; provided that such amounts are included in an Operating Budget approved by Client in accordance with Section 7.2 below, and such amounts are identified as allocations to an Affiliate.

Operating Fee: The term "Operating Fee" means the fixed monthly fee Client shall pay to Manager under this Agreement during each Operating Year, as more fully described in Section 3.1 of this Agreement.

Operating Year: The term "Operating Year" means the period of time from January 1st through the December 31st of the same calendar year, with the first Operating Year meaning the period between January 1, 2021 and December 31, 2021, subject to the parties' mutual agreement with respect to the Transition Period.

Paid Investment Amounts: The term "Paid Investment Amounts" shall have the meaning ascribed to such term in Section 3.5 of this Agreement.

Performance Fee: The term "Performance Fee" means a fee Client may pay to Manager based upon the performance of the Facility each Operating Year, as more fully described in Section 3.2 of this Agreement.

Service Contracts: The term "Service Contracts" means agreements for services to be provided in connection with the operation of the Facility, including without limitation, web development and maintenance, computer support services, fixtures, furniture and equipment purchasing services, engineering services, electricity, steam, gas, fuel, general maintenance, HVAC maintenance, telephone, staffing personnel including guards, ushers and ticket-takers, extermination, elevators, stage equipment, fire control panel and other safety equipment, snow removal, and other services either necessary or useful in operating the Facility.

Services: The term "Services" shall have the meaning ascribed to such term in Section 2.1(a) of this Agreement.

Taxes: The term “Taxes” means any and all governmental assessments, franchise fees, excises, license and permit fees, levies, charges and taxes, of every kind and nature whatsoever, which at any time during the Term may be assessed, levied, or imposed on, or become due and payable out of or in respect of: (i) activities conducted on behalf of Client at the Facility, including without limitation, the sale of food and beverages, and the performance of Events (such as any applicable sales taxes, use taxes, excise taxes, occupancy taxes, employment taxes, and withholding taxes), or (ii) any payments received from any holders of a leasehold interest or license in or to the Facility, from any guests, or from any others using or occupying all or any part of the Facility.

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

Transition: The term “Transition” shall mean Manager’s limited scope of services during the Transition Period, which the parties anticipate shall include hiring a General Manager, commencing marketing and booking Events, developing transition processes for personnel, Existing Contracts, and operations of Facility systems, with the final transition of personnel and financial responsibilities effective as of the end of the Transition and the start of the first Operating Year.

Transition Fee: The term “Transition Fee” shall have the meaning ascribed to such term in Section 3.1 of the Agreement.

Transition Period: The term “Transition Period” shall mean the period between December 1, 2020 and December 31, 2020, or such other period of time as the parties may mutually agree, during which Manager shall perform the Transition.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Engagement.

(a) Subject to Client's rights hereunder and the restrictions and limitations in the Existing Contracts, Client hereby engages Manager during the Term to act as the sole and exclusive third-party manager and operator of the Facility, subject to and as more fully described in this Agreement, and, in connection therewith, to perform the Transition and the services described in Exhibit C during the Term (collectively, the “Services”). Such Services shall be performed subject to the limitations of the Operating Budget.

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

(c) Manager shall comply with all Laws applicable to its management of the Facility.

Section 2.2 Limitations on Manager's Duties.

(a) Manager's obligations under this Agreement are contingent upon and subject to Client making available, in a timely fashion, the funds budgeted for Manager to carry out such obligations during the Term. Manager shall not be considered to be in breach or default of this Agreement, and shall have no liability to Client or any other party, in the event Manager does not perform any of its obligations hereunder due to failure by Client to timely provide budgeted funds; provided that if there is any shortfall in funds, Manager shall promptly notify Client of such shortfall.

(b) While Manager's rights and obligations under this Agreement include the right to negotiate or draft Material Contracts, Manager may only enter into Material Contracts with Client’s prior written approval

as set forth herein.

ARTICLE 3 COMPENSATION; INVESTMENT

Section 3.1 Transition Period Fee; Operating Period Fee. In consideration of Manager's performance of its Services hereunder, during the Transition Period and each Operating Year, Client shall pay Manager a fixed monthly fee ("Transition Fee" or "Operating Fee", as applicable). During the Transition Period, the Transition Fee shall be \$4,250 per month. In the first Operating Year, the Operating Fee shall be \$8,500 per month. Beginning in the second Operating Year, the Operating Fee shall be increased over the Operating Fee from the previous Operating Year in accordance with the percentage increase in the CPI over the previous Operating Year (i.e., the difference, expressed as a percentage, between the value of the CPI published most recently prior to the commencement of the preceding Operating Year and the value of the CPI published most recently prior to the commencement of the Operating Year for which the CPI adjustment will apply). The Operating Fee shall be payable to Manager in advance, beginning on the start of the first Operating Year, and payable on the first day of each month thereafter (prorated as necessary for any partial months). Manager shall be entitled to pay itself such Operating Fee from the Operating Account.

Section 3.2 Performance Fee. In consideration for providing services under this Agreement, and in addition to the Operating Fee and other amounts set forth herein, Client shall pay Manager an incentive-based fee ("Performance Fee") in the amount of twenty five percent (25%) of the Improvement in any Operating Year. Manager shall be entitled to pay itself the Performance Fee, if any, from the Operating Account thirty (30) days following submission of the audit report described in Section 10.3. The term "Improvement," as used herein, shall mean, in any Operating Year, the amount by which Net Revenues or Net Losses (as applicable) is an improvement over the Performance Fee Threshold; provided, however, any Improvement shall not take into account any Gross Operating Revenues in connection with which Manager has been paid Commercial Rights Commissions, as described in Section 3.4 below. (For example, if there are Net Revenues of \$250,000, and Manager has secured a \$50,000 sponsorship and received \$12,500 in Commercial Rights Commissions, Net Revenues for purposes of calculating the Improvement shall equal \$212,500, i.e., \$250,000 less \$37,500 net sponsorship revenues following payment of Commercial Rights Commissions.) If the amount of Net Losses is greater than the losses reflected by the Performance Fee Threshold, the Improvement shall be \$0. The term "Performance Fee Threshold" means Net Losses of \$500,000 in any Operating Year, provided that such amounts shall be prorated on a daily basis based upon the length of the applicable Operating Year.

Section 3.3 Food and Beverage Fee. In consideration for providing services under this Agreement, and in addition to the Operating Fee and other amounts set forth herein, Client shall pay Manager a fee of 15% of Net Food and Beverage Revenue (the "Food and Beverage Fee") in any Operating Year. If Net Food and Beverage Revenue is less than \$0 in an Operating Year, Manager shall not receive any Food and Beverage Fee for such Operating Year. Manager shall be entitled to pay itself the Food and Beverage Fee, if any, from the Operating Account thirty (30) days following submission of the audit report described in Section 10.3.

Section 3.4 Commercial Rights Commissions. With respect to the sale of any Commercial Rights, Manager shall receive a 25% commission on gross amounts actually paid by applicable third parties in consideration of the provision of such Commercial Rights; provided, however, for any sale of Commercial Rights with an average annual value of more than \$100,000, Manager shall receive a 20% commission on gross amounts in excess of \$100,000 (as applicable, "**Commercial Rights Commissions**"). Manager shall be entitled to pay itself Commercial Rights Commissions from the Operating Account upon receipt of amounts payable by applicable purchasers of Commercial Rights.

Section 3.5 Investment. In accordance with the terms and conditions set forth below, Manager shall provide to Client up to Five Hundred Thousand Dollars (\$500,000) (the "**Investment**") to be used during the Term for mutually agreed Capital Expenditures at the Facility and related expenses, which shall include creation

of a full-service kitchen. Manager and Client shall mutually agree upon the design and cost of any Capital Expenditures financed in whole or in part by the Investment in advance of paying such amounts to Client. Following agreement as to design and cost, Manager shall pay such mutually agreed Investment amounts within thirty (30) days following Client's request therefor; provided, however, Manager shall be no under obligation to make Investment payments under \$50,000 unless less than \$50,000 remains to be paid (in other words, Manager's payment obligation shall be tolled until such mutually agreed amounts equal or exceed \$50,000). Each payment of the Investment to Client ("**Paid Investment Amounts**") shall be considered a fully-amortizing loan from Manager to Client (with no interest), amortizing on a daily basis for the period between the date of payment and the end of the tenth full Operating Year. Paid Investment Amounts shall be repaid on a monthly basis through the Investment Payback (as an Operating Expense). If this Agreement expires or terminates prior to the tenth anniversary of the Opening Date (for any reason, including, without limitation, Manager's default), Client shall pay Manager all Paid Investment Amounts not then repaid (through the Investment Payback or otherwise) calculated as of the termination date of this Agreement, payable no later than thirty (30) days following such termination or expiration.

Section 3.6 Event Solicitation Fund. As of the start of the first Operating Year, Manager shall provide to Client a one-time Event solicitation fund of Twenty-Five Thousand Dollars (\$25,000), to be used during the Term for Event solicitation purposes as Manager and Client may mutually agree.

ARTICLE 4

TERM; TERMINATION

Section 4.1 Term. The term of this Agreement (as it may be amended or extended from time to time, the "**Term**") shall mean the period between the Effective Date and the end of the third full Operating Year (which the parties anticipate shall be December 31, 2023), unless terminated pursuant to the provisions of Section 4.2 below. In addition, Client shall have the option to extend the Term for seven (7) additional one-year periods starting at the end of the third full Operating Year. Each such option shall be deemed automatically exercised unless Client delivers notice to Manager of its intention to decline such option no later than one hundred twenty (120) days prior to the then-current scheduled expiration of the Term. If Client delivers such notice, this Agreement (and any subsequent options to extend the Term) shall terminate as of the then-current scheduled expiration of the Term.

Section 4.2 Termination.

(a) This Agreement may be terminated (i) by Client upon thirty (30) days written notice to Manager in the event of a permanent closure of the Facility, the fact of which is certified by Client in writing to Manager, (ii) by either party upon thirty (30) days written notice, if the other party fails to perform or comply with any of the material terms, covenants, agreements or conditions hereof, and such failure is not cured during such thirty (30) day notification period, provided, however, if such failure cannot reasonably be cured within such thirty (30) day period, then a longer period of time shall be afforded to cure such breach, up to a total of ninety (90) days, provided that the party in default is diligently seeking a cure and the non-defaulting party is not irreparably harmed by the extension of the cure period, (iii) by Manager under Sections 7.2 or 11.2, or (iv) by either party immediately by written notice upon the other party being judged bankrupt or insolvent, applying for bankruptcy or filing a voluntary petition in bankruptcy or insolvency, in each case under the bankruptcy or insolvency Laws now in force or hereinafter enacted, or if any receiver or trustee of the business property of the other party shall be appointed and not discharged within one hundred twenty (120) days after appointment.

Section 4.3 Effect of Termination.

(a) If this Agreement is terminated for any reason prior to the end of the Term, Client shall pay Manager: (i) any unpaid Transition Fee or Operating Fee, earned prior and prorated to the date of termination,

paid within 30 days of the effective date of termination; (ii) unless Client has terminated the Agreement under Section 4.2(a)(ii) above as a result of an uncured material breach of the Agreement by Manager, any Performance Fee and Food and Beverage Fee which would otherwise have been due Manager had it continued to provide Services through the end of the Operating Year during which termination occurs, payable within 45 days following the end of the Operating Year during which termination occurred; (iii) any Commercial Rights Commissions which would otherwise have been due Manager through the end of the Term (based on the contracted length of the sale of such Commercial Rights); and (iv) any Paid Investment Amounts not then repaid.

(b) In the event this Agreement is terminated by Client pursuant to Section 4.2(a)(i) (permanent closure of Facility), in addition to the payment of the fees due under Section 4.3(a) above, Client shall reimburse Manager for any actual ordinary and necessary expenses, if any, incurred by Manager in withdrawing from the provision of Services hereunder following such termination. Such ordinary and necessary expenses shall include any reasonable costs actually incurred by Manager in withdrawing from the provision of Services hereunder, such as any actually incurred in connection with the termination and/or assignment of contracts or leases entered into by Manager pursuant to this Agreement and any severance pay, not to exceed three (3) months at the applicable salary rate at the time of the closing of the Facility, paid to no more than six (6) of Manager's Management-Level Employees. Client's payment of such expenses will occur only after Manager has provided reasonable evidence of the incurrence of such expenses.

(c) Upon termination or expiration of this Agreement for any reason, (i) Manager shall promptly discontinue the performance of all services hereunder and surrender and vacate the Facility, (ii) Manager shall return all property, equipment and furnishings in good repair, normal wear and tear excepted, (iii) Client shall promptly pay Manager all fees due Manager up to the date of termination or expiration and any unamortized Investment, (iv) Manager shall deliver or otherwise make available to Client all data, electronic files, documents (including, without limitation, contracts and forms), procedures, reports, estimates, summaries, intellectual property, and other such information and materials with respect to the Facility as may have been accumulated by Manager in performing its obligations hereunder, whether completed or in process, and consistent with Section 5.1, if necessary, shall execute all documents necessary to effectuate ownership rights in the same to Client, and (v) without any further action on the part of Manager or Client, Client shall, or shall cause the successor Facility manager to, assume all obligations arising after the date of such termination or expiration, under any, booking commitments and any other Facility agreements entered into by Manager in furtherance of its duties hereunder (other than any Facility agreements that are grossly unreasonable or cannot be justified in Manager's good-faith judgment).

ARTICLE 5

OWNERSHIP; USE OF THE FACILITY

Section 5.1 Ownership of Facility; Data; Equipment; Materials; Intellectual Property.

(a) Client will at all times retain ownership of the Facility, including but not limited to real estate, technical equipment, furniture, displays, fixtures and similar property, including improvements made during the Term at the Facility. Any data, equipment or materials furnished by Client to Manager or acquired by Manager as an item of expense incurred in connection with the operation and management of the Facility shall remain the property of Client, and shall be returned to Client when no longer needed by Manager to perform under this Agreement. Notwithstanding the above, Client shall not have the right to use any third party software licensed by Manager for general use by Manager at the Facility and other facilities managed by Manager, the licensing fee for which is proportionately allocated and charged to the Facility as an item of expense incurred in connection with operation of the Facility; unless otherwise permitted in the applicable license. Following the termination of this Agreement, Manager shall transfer all data collected or stored pursuant to such software license to Client in both a printed and electronic format and medium, provided that Client shall have the right to request the specific electronic format of such data.

(b) Client will at all times retain ownership of Client and Facility logos, trademarks, service marks, copyrights, trade secrets and other intellectual property. Furthermore, Manager agrees that all creative work prepared or originated by it for Client or its Affiliates as part of the Services may be subject to protection under the federal Copyright Law or federal or state trademark laws and shall constitute "works made for hire," all rights to which are owned exclusively by Client (collectively with the logos, trademarks, and other Facility-related intellectual property described above, "**Client IP**"). "Works made for hire" shall include works to improve or derivative works created from Client IP. To the extent that exclusive title or ownership to such Client IP does not originally vest with Client or if the works are not considered "works made for hire", Manager hereby irrevocably assigns to Client all intellectual property rights in such Client IP whether by right of copyright, trademark, trade secret or otherwise and whether or not subject to protection by copyright or trademark laws. Manager agrees to execute or cause its employees/agents to execute all documents that may be reasonably required or requested by Client to evidence or protect such intellectual property rights in the Client IP. Neither Manager nor its employees shall take or use for its own purpose, any customer or exhibitor list, similar materials or any related material developed by Client for the Facility unless prior written consent is granted by Client.

(c) Notwithstanding Section (b) above, all right, title, and interest in and to all concepts, inventions, discoveries, improvements (including for the avoidance of doubt any such improvements based upon any Client feedback), writings, and all other tangible and intangible things conceived, developed, created or first reduced to practice by Manager in connection with the Services, whether completed or in-process before or after the Effective Date ("**Work Product**") shall be the sole and exclusive property of Manager; provided that the foregoing shall not convey any right, title or interest in any Client IP to Manager. Work Product shall be the sole and exclusive property of Manager. During and after the Term, Client shall fully cooperate with Manager's efforts to procure U.S. and foreign patents, copyrights and other intellectual property rights in Work Product (including, but not limited to, signing all papers) as Manager may request. Client waives, all rights to royalties and claims for other amounts for Work Product. Nothing in this Agreement shall convey to Client any right, title, interest or license in or to any Work Product, other information received from Manager or any third party in connection with Services, or any trademark, trade name, or any other intellectual property rights of Manager.

(d) Without the prior written consent of Client, Manager shall not grant any security interest in or create any encumbrance on any property held by Client or any of its Affiliates.

Section 5.2 Right of Use by Manager. Except as provided in this Agreement, Client hereby grants Manager the right and license to use the Facility, and Manager accepts such right of use, for the purpose of performing the Services herein specified, including the operation and maintenance of all physical and mechanical facilities necessary for, and related to, the operation, maintenance and management of the Facility. Client shall provide Manager with a sufficient amount of suitable office space in the Facility and with such office equipment as is reasonably necessary to enable Manager to perform its obligations under this Agreement. In addition, Client acknowledges that Manager may make available parking for Manager's full-time employees and for the Facility's event staff in accordance with policies set by Manager for its full-time employees and event staff, which policies shall be approved by Client, such approval not to be unreasonably withheld.

Section 5.3 Limited Right of Use by Client. Manager acknowledges that Client intends to use the Client Meeting Rooms for meetings of the Fort Smith Board of Directors. Manager shall maintain the schedule for the Client Meeting Rooms in coordination with the City Administrator, or his/her designee, for meetings of the Board of Directors, the Fort Smith Planning Commission, or other City of Fort Smith boards or commissions. Client shall use reasonable efforts to book any use of the Client Meeting Rooms at least sixty (60) days in advance, provided that Client shall retain the right to use the Client Meeting Rooms on any available dates not otherwise booked for Events. Manager may book the Client Meeting Rooms for Events on dates not previously scheduled by Client, and if Client desires to use the Client Meeting Rooms on dates previously booked for Events, the Client Meeting Rooms shall be unavailable for Client's use.

Section 5.4 Limited Right of Use for Public Emergency and Public Service. Client reserves the right of

emergency use of the Facility pursuant to the Memorandum of Understanding with the Arkansas Department of Health approved by Resolution No. R-66-18.

Section 5.5 Observance of Agreements. Client agrees to pay, keep, observe and perform all payments, terms, covenants, conditions and obligations under any leases, bonds, debentures, loans and other financing and security agreements to which Client is bound in connection with the Facility.

ARTICLE 6 PERSONNEL

Section 6.1 Generally. Subject to Section 6.2 below, all Complex staff and other personnel performing the duties of Manager under this Agreement shall be engaged or hired by Manager, and shall be employees, agents or independent contractors of Manager (or an Affiliate thereof) and not of Client. Manager shall be responsible for engaging employees to serve in the Designated Manager Positions, provided that the timing of their engagements shall be subject to mutual agreement with Client (other than the General Manager, which shall serve throughout the Term), provided that Manager may fill the Designated Manager Positions with employees currently serving in such roles or may be hired by Manager, in its sole discretion. Manager shall designate the number of positions, functions, and qualifications for all employees, subject to Client's approval, which shall not be unreasonably withheld, conditioned or delayed. The compensation structure of such employees will be designated by Manager, subject to the Operating Budget. Manager shall control the terms and conditions, including without limitation, termination of such employment.

Section 6.2 Client Personnel. Notwithstanding Section 6.1 above, other than the Designated Manager Positions as described above, Manager agrees that all personnel that are currently employees of Client ("**Client Personnel**") and are currently employed at the Facility (including employees furloughed as a result of the COVID-19 pandemic) shall continue to be Client's employees and may retain their positions at the Facility, subject to Manager's approval of each such Client Personnel's position, function and qualifications, not to be unreasonably withheld, conditioned or delayed. To the extent that Manager determines that an individual is unqualified for his/her position or redundant, Client shall use commercially reasonable efforts (in accordance with applicable Client policies, and local, state and federal laws) to reassign such Client Personnel from the Facility. As any Client Personnel leave employment at the Facility (whether due to termination, retirement, reassignment, etc.), Manager shall have the right to fill such positions in accordance with Section 6.1. The compensation structure of such employees will be mutually agreed by Client and Manager, subject to the Operating Budget.

Section 6.3 Management of Client Personnel. Manager shall supervise and manage the day-to-day operations of all personnel at the Facility, including, without limitation, Client Personnel. However, Manager acknowledges that Client shall have the right in its sole discretion to administer discipline to Client Personnel and otherwise control the terms and conditions of Client Personnel's employment, including, without limitation, termination of such employment. If any Management-Level Employee of Manager determines that any Client Personnel has performed or acted in a manner that warrants discipline, then Manager will contact Client to review and discuss the situation. Client will then review the performance/actions and determine how or if the action warrants discipline; said determination subject to Client's sole discretion in accordance with Client policies, and local, state, and federal laws. If the performance/action does warrant discipline in its sole discretion, Client will discipline the Client Personnel accordingly. To the extent Client does not discipline Client Personnel in accordance with Manager's request, Manager may request, and the Client shall use reasonable efforts (in accordance with applicable Client policies, and local, state and federal laws) to, reassign such Client Personnel from the Facility.

Section 6.4 General Manager. Personnel engaged by Manager will include an individual with managerial experience in similar facilities to serve as a full-time on-site General Manager of the Facility. Hiring of the General Manager by Manager shall require the prior approval of Client, which approval shall not be unreasonably withheld or delayed; provided, however, in the event of a vacancy in the General Manager position, Manager may, upon notice to Client, temporarily fill such position with an interim General Manager for up to sixty (60) days without the necessity of obtaining Client's approval. The General Manager will have general supervisory responsibility for Manager and will be responsible for day-to-day operations of the Facility, supervision of employees, and management and coordination of all activities associated with Events taking place at the Facility. The General Manager will be available at all reasonable times to consult with appropriate officials of Client. The General Manager (or, if mutually agreed, another management representative) shall attend all meetings of Client regarding the Facility as Client reasonably requires. All reasonable, pre-approved costs incurred by Manager in connection therewith shall be paid by Client as an Operating Expense. A senior executive of Manager shall conduct an annual (or more frequent) performance evaluation of the General Manager.

Section 6.5 Non-Solicitation/Non-Hiring. During the Term and for a period of one (1) year after the end of the Term, neither party ("Soliciting Party") nor any of its Affiliates shall solicit for employment, or hire, any of the other party's ("Employing Party") Management-Level Employees (as to Client, "Management-Level Employees" shall mean Department Director level and above). The Soliciting Party acknowledges that the Employing Party will spend a considerable amount of time identifying, hiring and training individuals to work in such positions, and that the Employing Party will suffer substantial damages, the exact amount of which would be difficult to quantify, if the Soliciting Party were to breach the terms of this Section by hiring, or soliciting for employment, any of such individuals. Accordingly, in the event of a breach or anticipated breach of this Section by the Soliciting Party, the Employing Party shall be entitled (in addition to any other rights and remedies which the Employing Party may have at law or in equity, including money damages) to seek equitable relief, including an injunction to enjoin and restrain the Soliciting Party from continuing such breach, without the necessity of posting a bond. The terms of this Section do not apply to (a) employees who approach the Soliciting Party on an unsolicited basis; and (b) employees who are terminated by the Employing Party, other than as a result of termination or expiration of this Agreement.

ARTICLE 7 OPERATING BUDGET

Section 7.1 Establishment of Operating Budget

Client and Manager acknowledge and agree that the Operating Budget for the Transition shall be set forth on Exhibit D attached hereto. During the Transition (for the first full Operating Year) and no later than 90 days prior to each Operating Year after the first, Manager will prepare and submit to Client its proposed Operating Budget for such Operating Years. Each annual Operating Budget shall include Manager's good faith projection of Gross Operating Revenues, Operating Expenses, Food and Beverage Revenue and Food and Beverage Expenses presented on a monthly and annual basis, for the upcoming Operating Year. Client agrees to provide Manager with all information in its possession necessary to enable Manager to prepare each Operating Budget.

Section 7.2 Approval of Operating Budget. Each annual Operating Budget shall be subject to the review and approval of Client (or Client's Board of Directors, as Client may determine in its sole discretion), which approval shall be in Client's reasonable discretion. In order for Client to fully evaluate and analyze such budgets or any other request by Manager relating to income and expenses, Manager agrees to provide to Client such reasonable financial information relating to the Facility as may be requested by Client from time to time. If events occur during any Operating Year that could not reasonably be contemplated at the time the corresponding Operating Budget was prepared, Manager may submit an amendment to such budget for review and approval

by Client (which approval shall be in Client's sole discretion, acting reasonably). If the Operating Budget as proposed by Manager is not approved or is adjusted by Client in a manner which, in Manager's judgment, could materially interfere, impede or impair the ability of Manager to manage, operate or promote the Facility, Manager shall have the right with one hundred and twenty (120) days prior written notice to Client to terminate the Agreement.

Section 7.3 Adherence to Operating Budget. Manager shall use commercially reasonable efforts to manage and operate the Facility in accordance with the Operating Budget. Without Client's prior consent, Manager shall not exceed, commit or contract to expend any sums in excess of the aggregate amounts allowed in the Operating Budget or otherwise approved by Client, except for (i) additional expenditures necessary to perform an Emergency Repair, in which event Manager shall notify Client prior to making such repair, and (ii) expenses for services or utilities provided to the Facility by unaffiliated third parties, the cost of which is not within the reasonable control of Manager, such as the costs of utilities and insurance. Manager agrees to notify Client within 10 days of any significant change or variance in the bottom line number in the Operating Budget, and any material increase in total Facility Operating Expenses from that provided for in the Operating Budget.

ARTICLE 8

PROCEDURE FOR HANDLING INCOME

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

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

ARTICLE 9

FUNDING

Section 9.1 Source of Funding. Manager shall pay all Operating Expenses from the funds in the Operating Account, which Manager may access on an as-needed basis for this purpose. The Operating Account shall be funded with amounts generated by operation of the Facility (as described in Article 8 above), or otherwise made available by Client. Client shall deposit (or allow to remain) in the Operating Account the budgeted or otherwise approved Operating Expenses for each month no later than the 1st of the prior month (e.g., budgeted expenses for April shall be deposited no later than March 1). Manager shall have no liability to Client or any third party in the event Manager is unable to perform its obligations hereunder, or under any third party contract entered into pursuant to the terms hereof, due to the fact that sufficient funds are not made available to Manager to pay such expenses in a timely manner.

Section 9.2 Advancement of Funds. Under no circumstances shall Manager be required to pay for, or advance any of its own funds to pay for, any Operating Expenses. In the event that, notwithstanding the foregoing, Manager agrees to advance its own funds to pay such Operating Expenses (e.g., for payroll), Manager shall have the right to reimburse itself for such Operating Expenses from the Operating Account (once Client has funded the Operating Account) prior to payment of any other Operating Expenses. If Manager is unable to do so for any reason, Client shall promptly (but in no event later than 30 days following Manager's request therefor) reimburse Manager for the full amount of such advanced funds, plus interest at twelve percent (12%) per annum, or the highest rate permitted by law, whichever is lower. Client acknowledges and agrees that if Client fails to fund the Operating Account in amounts sufficient for Manager to manage and operate the Facility as set forth herein, Manager shall have the right to suspend any Services provided hereunder until Client funds the Operating Account in amounts sufficient for Manager to provide such Services, and Manager (i) shall not be in breach hereunder for failing to provide such Services, and (ii) shall have no liability or responsibility for any losses, damages or claims arising out of such suspension of Services.

ARTICLE 10 FISCAL RESPONSIBILITY; REPORTING

Section 10.1 Records. Manager agrees to keep and maintain separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its operations in connection with its management of the Facility. Such records (including books, ledgers, journals, and accounts) shall be maintained in accordance with generally accepted accounting principles ("GAAP") and contain all entries reflecting the business operations of Manager under this Agreement and will remain the property of Client. Client or its authorized agent shall have the right to audit and inspect such records from time to time during the Term, upon reasonable notice to Manager and during Manager's ordinary business hours. Accounting procedures and policies will be maintained and followed as necessary to provide the accuracy (on a GAAP basis) of reports and records, and to ensure proper safeguarding and management of Client assets.

Section 10.2 Monthly Financial Reports. Manager agrees to provide to Client, within twenty (20) days after the end of each month during the Term, financial reports for the Facility including a balance sheet, aging report on accounts receivable, profit and loss statements for each Event in such month, and statement of revenues and expenditures (budget to actual) for such month and year to date in accordance with generally accepted accounting principles. In addition, Manager agrees to provide to Client (a) a summary of bookings for each such month, and separate general ledger detail reports for each Event held at the Facility during such month; (b) copies of all bank statements concerning the Event Account and the Operating Account (or other accounts as directed by Client), as provided by the applicable public depository where such accounts are held; and (c) such other summary reports reasonably requested by Client.

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

10.4 Annual Report. Manager agrees to provide to Client, within one hundred twenty (120) days following the end of each Operating Year, an annual report regarding the prior Operating Year's Events, an update on staffing (e.g. hires/departures), and other pertinent information regarding the operations of the Facilities as the parties may mutually agree.

ARTICLE 11 CAPITAL IMPROVEMENTS

Section 11.1 Recommended Capital Expenditures. Manager shall annually, at the time of submission of the annual Operating Budget to Client, provide to Client a schedule of recommended capital improvements to be made at the Facility, for the purpose of allowing Client to consider such projects and to prepare and update a long-range Capital Expenditure budget. Other than Capital Expenditures financed by the Investment (which shall be mutually agreed), the decision whether to proceed with any proposed Capital Expenditure rests solely with Client.

Section 11.2 Control Over Capital Expenditures. Client shall have total and complete control and financial responsibility with respect to all Capital Expenditures at the Facility and shall have no obligation to make any Capital Expenditures proposed by Manager, except, in each case, for those Capital Expenditures financed by the Investment. Manager shall have no liability for any claims, costs or damages arising out of a decision by Client to make or not to make any Capital Expenditure; provided however in the event Client's decision could materially interfere, impede or impair the ability of Manager to manage, operate or promote the Facility, Manager shall have the right with one hundred and twenty (120) days prior written notice to Client to terminate the Agreement. Notwithstanding the foregoing, Manager will have the obligation to make Capital Expenditures at the Facility for Emergency Repairs; provided that Manager has either reached Client's contract administrator (as described below in Section 13) for approval of Emergency Repairs and such Emergency Repair is authorized by such contract administrator or attempted to contact the contract administrator and failed to reach him/her, in which case the Emergency Repair is deemed approved by Client. Client shall promptly reimburse Manager for the cost of any Emergency Repairs, so long as Manager has complied with the procedure set forth in the preceding sentence.

ARTICLE 12

FACILITY CONTRACTS; TRANSACTIONS WITH AFFILIATES

Section 12.1 Existing Contracts. Manager shall administer and assure compliance with all Existing Contracts.

Section 12.2 Execution and Administration of Contracts. All contracts will be negotiated and priced by Manager using its existing forms (as applicable) and following existing policies, procedures and pricing and shall be entered into by Manager; provided, however, that Client shall have the right of prior approval of all Material Contracts prior to their execution by Manager. All contracts entered into by either Manager or Client under this Agreement shall contain standard indemnification (naming each of Manager and Client as indemnified parties) and insurance obligations on the part of the contracting vendor, licensee or service provider, as is customary for the type of services or obligations being provided or performed by such parties.

ARTICLE 13

CONTRACT ADMINISTRATOR

Section 13.1 Contract Administrator. Each party shall appoint a contract administrator who shall monitor such party's compliance with the terms of this Agreement. Each party shall notify the other of the name of its contract administrator within thirty (30) days of execution hereof. Any and all references in this Agreement requiring Manager or Client participation or approval shall mean the participation or approval of such party's contract administrator. Manager acknowledges that certain determinations by Client's contract administrator may require approval of Client's Board of Directors.

ARTICLE 14

INDEMNIFICATION

Section 14.1 Indemnification by Manager. Manager agrees to defend, indemnify and hold harmless Client and its officials, directors, officers, Affiliates, employees, agents, successors and assigns against any

claims, causes of action, costs, expenses (including reasonable attorneys' fees) liabilities, or damages (collectively, "**Losses**") to the extent arising out of or in connection with any (a) negligent act or omission, or intentional misconduct, on the part of Manager or any of its employees or agents or any person under its direction or control in the performance of its obligations under this Agreement, or (b) material breach or default by Manager of any of its representations, covenants or agreements made herein, except to the extent such Losses were caused by the negligence or willful misconduct of Client, its officials, directors, officers, Affiliates, employees, agents, successors and assigns. Costs arising out of such claims (e.g. insurance deductibles) shall be considered Operating Expenses hereunder. Notwithstanding the foregoing, in no event shall Manager's indemnification obligations hereunder apply to any Losses incurred in connection with or arising out of (a) any negligent act or omission, or intentional misconduct, on the part of Client or any of its employees or agents or any person under its direction or control in the performance of its obligations under this Agreement, (b) a breach by Client of any of its representations, covenants or agreements made herein, except to the extent such Losses were caused by the negligence or willful misconduct of Manager, its officials, directors, officers, Affiliates, employees, agents, successors and assigns, (c) Losses triggered by issues related to the ownership, structure or design of the Facility (including without limitations any structural defects, or ADA, design or construction related issues), provided, however, the foregoing exclusion shall not apply to the extent of Manager's gross negligence or willful misconduct in failing to identify such issues and communicate such issues to Client, to the extent such gross negligence or willful misconduct actually results in Client incurring such Losses, and (d) any Losses triggered by Client's failure to fund the Operating Account as set forth in Section 9.

Section 14.2 Conditions to Indemnification. With respect to each separate matter brought by any third party against which a party hereto ("Indemnatee") is indemnified by the other party ("Indemnitor") under this Article 14, the Indemnitor shall be responsible, at its sole cost and expense, for controlling, litigating, defending and/or otherwise attempting to resolve any proceeding, claim, or cause of action underlying such matter, except that (a) the Indemnatee may, at its option, participate in such defense or resolution at its expense and through counsel of its choice; (b) the Indemnatee may, at its option, assume control of such defense or resolution if the Indemnitor does not promptly and diligently pursue such defense or resolution, provided that the Indemnitor shall continue to be obligated to indemnify the Indemnatee hereunder in connection therewith; and (c) neither Indemnitor nor Indemnatee shall agree to any settlement without the other's prior written consent (which shall not be unreasonably withheld or delayed). In any event, Indemnitor and Indemnatee shall in good faith cooperate with each other and their respective counsel with respect to all such actions or proceedings, at the Indemnitor's expense. With respect to each and every matter with respect to which any indemnification may be sought hereunder, upon receiving notice pertaining to such matter, Indemnatee shall promptly (and in no event more than twenty (20) days after gaining actual knowledge of such claim) give reasonably detailed written notice to the Indemnitor of the nature of such matter and the amount demanded or claimed in connection therewith; provided that the failure by the Indemnatee to give notice as provided herein shall not relieve Indemnitor of its obligations under this Article 14, except to the extent Indemnitor is actually prejudiced by such failure to give notice.

ARTICLE 15 INSURANCE

Section 15.1 Types and Amount of Coverage. Manager agrees to obtain insurance coverage in the manner and amounts as set forth in Exhibit E, attached hereto, and shall provide to Client promptly following the Effective Date of certificates of insurance evidencing such coverage. Manager shall maintain such referenced insurance coverage at all times during the Term, and will not make any material modification or change from these specifications without the prior written approval of Client. Each insurance policy shall include a requirement that the insurer provide Manager and Client at least thirty (30) days written notice of cancellation or material change in the terms and provisions of the applicable policy. The cost of all such insurance shall be an Operating Expense, and may, in Manager's discretion, constitute a portion of any premiums if such insurance premiums are paid by Affiliate of Manager as part of a corporate policy, as reasonably allocated by Manager.

Section 15.2 Rating: Additional Insureds. All insurance policies shall be issued by insurance companies rated no less than A VIII in the most recent "Bests" insurance guide. All such policies shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved. The commercial general liability policy, automobile liability insurance policy and umbrella or excess liability policy to be obtained by Manager hereunder shall name Client as an additional insured. Except as otherwise provided herein, all insurance procured by Manager shall contain a provision indicating that such insurance shall be primary over any insurance carried by Client and shall not require contribution by Client, provided that, for clarity, any deductibles paid shall be considered Operating Expenses. Each of Manager and Client shall require that all third-party users of the Facility contracted by such party to use the Facility, including without limitation third-party licensees, vendors and concessionaires, provide certificates of insurance evidencing insurance appropriate for the types of activities in which such user is engaged and, at a minimum, include commercial general liability and automobile liability in commercially reasonable amounts, and name Manager and Client as additional insureds.

ARTICLE 16 REPRESENTATIONS, WARRANTIES, AND COVENANTS

Section 16.1 Manager Representations and Warranties. Manager hereby represents, warrants and covenants to Client as follows:

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

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

(c) that Manager will comply with all Laws applicable to its management of the Facility, provided that Manager shall not have any liability for failing to comply with any Laws if compliance would require an expenditure at the Facility which Client fails or refuses to fund after written notice from Manager.

Section 16.2 Client Representations, Warranties, and Covenants. Client represents, warrants and covenants to Manager as follows:

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

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

(c) that Client will comply with all Laws applicable to its ownership of the Facility.

ARTICLE 17 MISCELLANEOUS

Section 17.1 Confidentiality. Any property of Client that is received by Manager and all records and

papers of any kind relating to Client shall be the exclusive property of Client and shall be held or used by Manager solely for the benefit of Client and returned to it promptly upon termination of this Agreement or earlier request of Client. Without the prior written consent of an authorized officer of Client, Manager shall not duplicate or disclose any confidential or proprietary information or trade secret pertaining to the business, products or services of Client to any person not employed by or a consultant for Client and shall disclose such to persons employed by or a consultant for Client only to the extent necessary for Manager to perform hereunder. During the Term of this Agreement, Client and its officers, directors, shareholders, employees, agents, contractors and representatives may gain access or be exposed to certain confidential and proprietary information relating to the business of Manager and its Affiliates. Subject to obligations under the Arkansas Freedom of Information Act or at the lawful direction of a court of law, Client agrees, for itself and its officers, directors, shareholders, employees, agents and representatives, that all such confidential and proprietary information shall remain and be kept in the strictest confidence and shall not be disclosed to or used by any person or entity without the prior written consent of Manager, which consent may be withheld by Manager in its sole and absolute discretion. The obligation to maintain confidentiality provided herein shall survive any termination or expiration of the Term of this Agreement.

For the avoidance of doubt, Client's confidential information does not include information which (i) is or becomes generally available to the public other than as a result of a disclosure by Manager in breach of such its obligations under this Agreement, (ii) was within Manager's possession prior to its being furnished to Manager by or on behalf of Client, (iii) becomes available to Manager on a non-confidential basis from a source other than Client, or (iv) is verifiably independently developed by Manager or on its behalf without the benefit or usage of, or reliance upon, any of Client's confidential information and without breach of this Agreement.

Section 17.2 No Discrimination. Manager agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, religion, color, sex, disability, national origin, ancestry, physical handicap, or age, and will take affirmative steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, religion, color, sex, disability, national origin, ancestry, physical handicap, or age.

Section 17.3 Use of Facility Names and Logos. Subject to Client's prior written approval, Manager shall have the right to use for fulfilling its obligations under this Agreement (and, if approved in advance by Client in writing, permit others to use in furtherance of Manager's obligations hereunder), for no charge, the name and all logos of the Facility. Manager agrees that it shall take all prudent and appropriate measures to protect the intellectual property rights of Client relating to such logos. All intellectual property rights in any Facility logos developed by Manager or Client shall be and at all times remain the sole and exclusive property of Client. Manager agrees to execute any documentation requested by Client from time to time to establish, protect or convey any such intellectual property rights.

Section 17.4 Force Majeure; Casualty Loss.

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

(b) If an Event of Force Majeure causes the Facility to be closed or otherwise unavailable for Events for any reason for a period of thirty (30) or more days in any Operating Year, the Performance Fee Threshold for such Operating Year shall be adjusted on a pro rata basis based upon the length of such unavailability. For example, if the Facility is closed for sixty-one (61) days in an Operating Year (20% of the Operating Year), the Performance Fee Threshold shall equal Net Losses of \$400,000 (a 20% reduction in the

Performance Fee Threshold).

(c) In the event of damage or destruction to a material portion of the Facility by reason of fire, storm or other casualty loss that renders the Facility (or a material portion thereof) untenable, Client shall use reasonable efforts to remedy such situation. If notwithstanding such efforts, such damage or destruction is expected to render the Facility (or a material portion thereof) untenable for a period estimated by an architect selected by Client at Manager's request, of at least one hundred eighty (180) days from the date of such fire, storm or other casualty loss, either party may terminate this Agreement upon written notice to the other, provided that (i) Client shall pay to Manager its fees due under Section 4.3(a), costs of withdrawing from services hereunder, as described in Section 4.3(b) above, and (ii) in the event the Facility once again becomes tenable at any time during the Term, this Agreement shall, at the option of Manager, once again become effective and Manager shall manage and operate the Facility under the terms hereof for the remainder of the original Term.

Section 17.5 Assignment. Neither party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed, except that either party may, without the prior written consent of the other party but upon at least 30 days' written notice to the other party, assign this Agreement in connection with a sale of all or substantially all its assets or equity interests, assign this agreement to a wholly-owned subsidiary, or collaterally assign or pledge its rights and obligations hereunder to any lender.

Section 17.6 Survival. Any provision set forth in this Agreement that is intended by its terms to survive the expiration or earlier termination of this Agreement shall survive, including without limitation Sections 4.3, 5.1, 6.3, 14 and 17.

Section 17.7 Notices. All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, or by generally recognized, prepaid, overnight air courier services, to the address and individual set forth below. All such notices to either party shall be deemed to have been provided when delivered, if delivered personally, three (3) days after mailed, if sent by registered or certified mail, or the next business day, if sent by generally recognized, prepaid, overnight air courier services.

If to Client:

City of Fort Smith
City Administrator
PO Box 1908
Fort Smith, AR 72902

With a copy to:

Daily & Woods, PLLC

If to Manager:

OVG Facilities, LLC
2501 Seaport Dr., Suite 310
Chester, PA 19013
Attn: Peter Luukko

With a copy to:

OVG Facilities, LLC
1100 Glendon Ave., Suite 2100
Los Angeles, CA 90024
Attn: General Counsel

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

Section 17.8 Severability. If a court of competent jurisdiction or an arbitrator determines that any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this

Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

Section 17.9 Prior Agreements. This Agreement (including the exhibits attached hereto) incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings concerning the subject matter hereof. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations, agreements or understandings, whether oral or written.

Section 17.10 Governing Law. The Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Arkansas without regard to its conflict of laws principles.

Section 17.11 Amendments. Neither this Agreement nor any of its terms may be changed or modified, waived, or terminated (unless as otherwise provided hereunder) except by an instrument in writing signed by an authorized representative of the party against whom the enforcement of the change, waiver, or termination is sought.

Section 17.12 Waiver, Remedies. No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. The remedies provided in this Agreement are cumulative and not exclusive of the remedies provided by law or in equity.

Section 17.13 Relationship of Parties. Manager and Client acknowledge and agree that they are not joint venturers, partners, or joint owners with respect to the Facility, and nothing contained in this Agreement shall be construed as creating a partnership, joint venture or similar relationship between Client and Manager. However, the foregoing shall not be construed to limit Client's grant to Manager of the rights to operate the Facility, enter into contracts, accept reservations for use of the Facility, and conduct financial transactions for the Facility, each subject to the limitations on Manager's authority as set out in this Agreement.

Section 17.14 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document.

Section 17.15 Counsel. Each party has been represented by counsel or has had the opportunity to be represented by counsel in connection with the negotiation and preparation of this Agreement. Each party hereby waives the application of any rule of law that would otherwise be applicable in connection with the interpretation of this Agreement, including, without limitation, any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the party who drafted it.

[Signatures on following page]

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

OVG FACILITIES, LLC

By: Francesca Bodie
Name: Francesca Bodie
Title: Authorized Signature

CITY OF FORT SMITH

By: George B. McGill
Name: George B. McGill
Title: Mayor

EXHIBIT A

EXISTING CONTRACTS

[See attached]

FSCC Vendor/Service Provider Agreements		
Company	Service	Term/Notes
Harrison Energy Partners	HVAC Maintenance Agreement	Yearly rollover
Chem-Aqua	Chiller water treatment agreement	Yearly rollover
Alert Alarm	Alarm monitoring service	Yearly rollover
ITickets	Event ticketing solution/service	Yearly rollover
Citywide ATM	ATM Service	Yearly rollover
SESAC	Music licensing	Yearly rollover
BMI	Music licensing	Yearly rollover
ASCAP	Music licensing	Yearly rollover
AR Dept of Health	Medical countermeasures emergency facility use MOU	Indefinite

FSCC - Signed Contracts - Monday, November 2, 2020								
Book #	Company Name	Event Name	Billable	Booked From	Booked To	Payments	Balance	Status
6559	Arkholia Sand and Gravel	MidContinent NHO	\$750.00	11/6/2020	11/6/2020	\$750.00	\$0.00	Signed Contract
6459	J-W Power Company	Annual Benefits Meeting	\$350.00	11/10/2020	11/10/2020	\$0.00	\$350.00	Signed Contract
6560	Arkholia Sand and Gravel	Arkholia Safety Training	\$1,750.00	12/1/2020	12/4/2020	\$1,750.00	\$0.00	Signed Contract
6092	ORR Auto Park	ORR Auto Park Christmas Party	\$4,450.00	12/4/2020	12/5/2020	\$875.00	\$3,575.00	Signed Contract
6380	Fort Smith Symphony	Fort Smith Symphony - Tis the Season	\$2,625.00	12/5/2020	12/5/2020	\$0.00	\$2,625.00	Signed Contract
5087	Western Arkansas Ballet	The Nutcracker 2020	\$6,351.00	12/7/2020	12/13/2020	\$900.00	\$5,451.00	Signed Contract
6446	Arkansas Pageants LLC	USA National Miss Arkansas	\$2,024.00	12/12/2020	12/13/2020	\$450.00	\$1,574.00	Signed Contract
6210	Hackett High School	FBLA - District Spring Conference	\$3,160.00	1/19/2021	1/20/2021	\$0.00	\$3,160.00	Signed Contract
6218	All Region Band - ASBOA Region 8, All Region Clinic	All Region Band	\$1,000.00	1/23/2021	1/23/2021	\$0.00	\$1,000.00	Signed Contract
4064	Fort Smith Volleyball Club	Battle at the Fort Volleyball Tournament -2021	\$23,325.00	1/29/2021	2/7/2021	\$0.00	\$23,325.00	Signed Contract
6393	Rainbow Dance	Rainbow Dance National Dance Competition	\$6,100.00	2/12/2021	2/14/2021	\$1,500.00	\$4,600.00	Signed Contract
6051	Star Dance Alliance, LLC, a Maryland Limited Liability	Nexstar National Talent Competition	\$4,000.00	2/19/2021	2/21/2021	\$0.00	\$4,000.00	Signed Contract
6280	Arkansas Connections Academy	Arkansas Connection Academy Testing	\$400.00	2/24/2021	2/24/2021	\$100.00	\$300.00	Signed Contract
6381	Fort Smith Symphony	Fort Smith Symphony - Awesome Classix	\$3,300.00	2/26/2021	2/27/2021	\$0.00	\$3,300.00	Signed Contract
6382	Fort Smith Symphony	Fort Smith Symphony - Chaplin's The Kid	\$2,625.00	2/28/2021	2/28/2021	\$0.00	\$2,625.00	Signed Contract
5641	Western Arkansas Ballet	Western Arkansas Ballet Spring Show	\$5,426.00	3/1/2021	3/6/2021	\$1,000.00	\$4,426.00	Signed Contract
5959	Junior League of Fort Smith	Spring Market	\$5,800.00	3/12/2021	3/14/2021	\$1,600.00	\$4,200.00	Signed Contract
6095	Community School of the Arts	Community School of the Arts	\$3,450.00	3/14/2021	3/20/2021	\$0.00	\$3,450.00	Signed Contract
6318	ABF Freight Systems Inc.	Forklift Driving Championship	\$3,144.00	3/16/2021	3/17/2021	\$0.00	\$3,144.00	Signed Contract
6304	The Arkansas Colleges of Health Education	Match Day Event - ARCOM	\$4,050.00	3/18/2021	3/19/2021	\$875.00	\$3,175.00	Signed Contract
6124	Old Fort Friends of NRA	Friends of the NRA	\$2,100.00	3/20/2021	3/20/2021	\$525.00	\$1,575.00	Signed Contract
5165	Rotary International - MAPETS	MAPETS Conference	\$6,147.00	3/25/2021	3/27/2021	\$0.00	\$6,147.00	Signed Contract
6317	The Dance Effect	The Dance Effect - Dance Competition	\$2,350.00	4/9/2021	4/11/2021	\$0.00	\$2,350.00	Signed Contract
6279	Talent On Parade - Dance Competition	Talent on Parade - Dance Competition	\$12,450.00	4/15/2021	4/18/2021	\$1,800.00	\$10,650.00	Signed Contract
6275	Arkansas Connections Academy	Arkansas Connection Academy Testing	\$1,950.00	4/19/2021	4/23/2021	\$485.00	\$1,465.00	Signed Contract
5999	Awakening Events, Inc.	Steven Curtis Chapman	\$6,439.00	4/20/2021	4/21/2021	\$625.00	\$5,814.00	Signed Contract
6383	Fort Smith Symphony	Fort Smith Symphony - Classic Designs	\$3,300.00	4/23/2021	4/24/2021	\$0.00	\$3,300.00	Signed Contract
5940	Shanna Tippit	Gypsy Soul Holistic Fair	\$1,800.00	4/30/2021	5/2/2021	\$450.00	\$1,350.00	Signed Contract
5958	Synergy Performing Arts Academy	Synergy Performing Arts Competition	\$3,750.00	4/30/2021	5/2/2021	\$900.00	\$2,850.00	Signed Contract
5418	Efrain Raya	Raya Quinceanera	\$9,965.31	5/7/2021	5/8/2021	\$2,000.00	\$7,965.31	Signed Contract
6047	Southside High School	Southside Senior Prom	\$2,525.00	5/13/2021	5/15/2021	\$500.00	\$2,025.00	Signed Contract
6384	Fort Smith Symphony	Fort Smith Symphony - Film Score Festival	\$3,300.00	5/21/2021	5/22/2021	\$0.00	\$3,300.00	Signed Contract
6221	Vanbros and Associates Inc.	Miss Arkansas USA / Arkansas Teen USA Pageant 20	\$4,390.00	5/23/2021	5/23/2021	\$700.00	\$3,690.00	Signed Contract
5880	Eric Phan	Phan Wedding	\$3,407.71	5/28/2021	5/29/2021	\$2,523.50	\$884.21	Signed Contract
6040	Mario Hernandez Diego	Mario and Maricruz Wedding	\$4,810.00	7/16/2021	7/17/2021	\$675.00	\$4,135.00	Signed Contract
6423	Wheeler Avenue Church of Christ	2021 Church of Christ Area-Wide Meeting	\$6,450.00	7/23/2021	7/25/2021	\$1,600.00	\$4,850.00	Signed Contract
6148	Shanna Tippit	Gypsy Soul Holistic Fair	\$1,800.00	9/10/2021	9/12/2021	\$0.00	\$1,800.00	Signed Contract
5381	B.P.Q.G	Quilt Show 2021	\$3,060.00	9/29/2021	10/2/2021	\$675.00	\$2,385.00	Signed Contract
5962	Independent Creative Memories Advisor	Creative Memories Crop Retreat	\$2,830.00	10/14/2021	10/17/2021	\$700.00	\$2,130.00	Signed Contract
5967	Border City Roundup	Border City Roundup	\$2,100.00	11/5/2021	11/7/2021	\$450.00	\$1,650.00	Signed Contract
3708	Fort Smith Volleyball Club	Battle at the Fort Volleyball Tournament 2022-	\$23,325.00	1/28/2022	2/6/2022	\$0.00	\$23,325.00	Signed Contract
5608	SWACUHO	SWACUHO 2022	\$11,500.00	2/19/2022	2/22/2022	\$2,875.00	\$8,625.00	Signed Contract
6276	Arkansas Bandmasters Association	Arkansas Bandmasters Association	\$8,300.00	7/27/2022	7/29/2022	\$0.00	\$8,300.00	Signed Contract
5109	Fort Smith Volleyball Club	Battle at the Fort Volleyball Tournament 2023-	\$25,000.00	1/27/2023	2/5/2023	\$0.00	\$25,000.00	Signed Contract
			\$237,129.02	None	None	\$27,283.50	\$0.00	\$209,845.52

EXHIBIT B

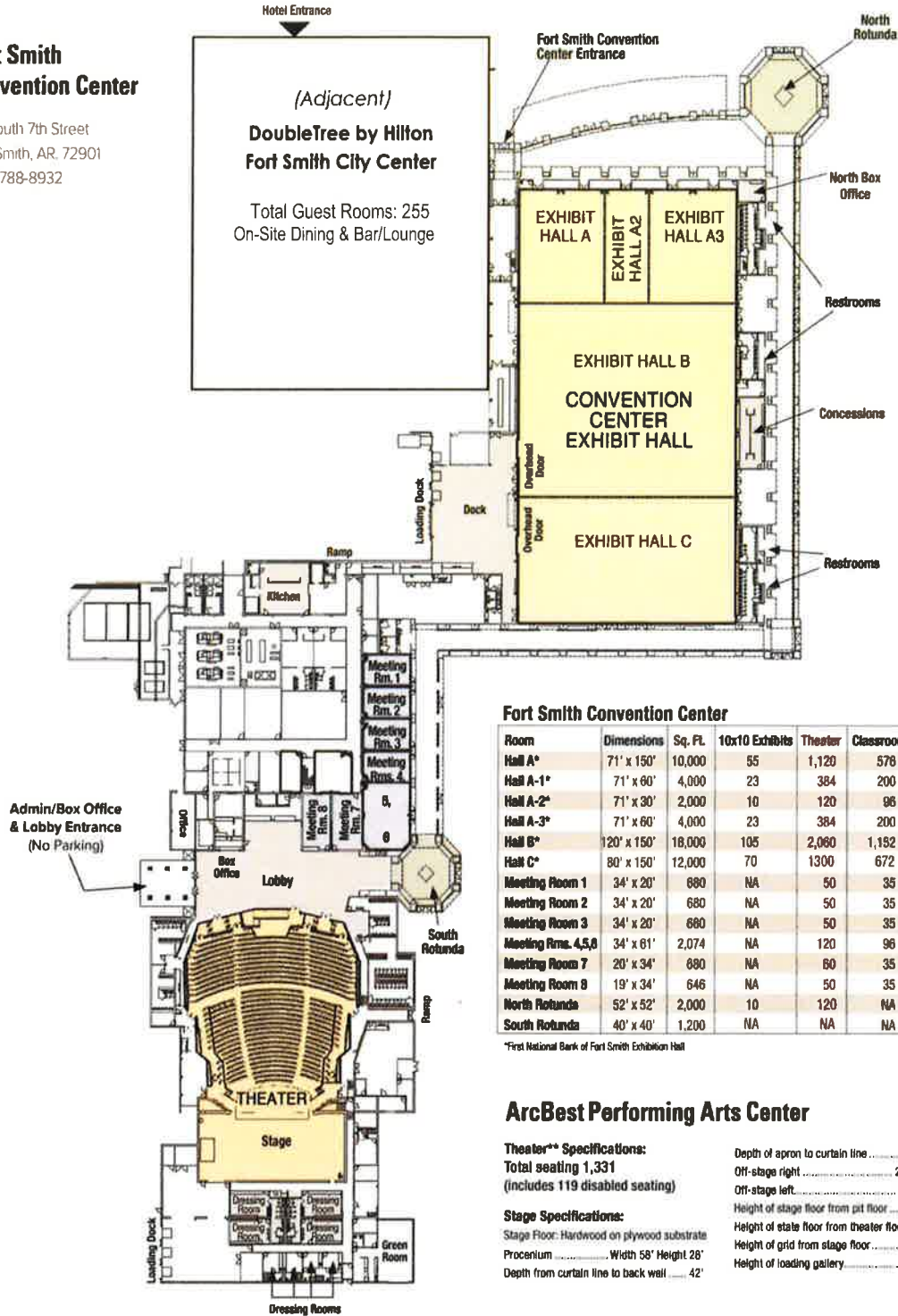
MAP OF FACILITY

Exhibit B
Floor Plan



Fort Smith Convention Center

55 South 7th Street
Fort Smith, AR, 72901
(479) 788-8932



Fort Smith Convention Center

Room	Dimensions	Sq. Ft.	10x10 Exhibits	Theater	Classroom	Banquet
Hall A*	71' x 150'	10,000	55	1,120	578	400
Hall A-1*	71' x 60'	4,000	23	384	200	200
Hall A-2*	71' x 30'	2,000	10	120	96	100
Hall A-3*	71' x 60'	4,000	23	384	200	200
Hall B*	120' x 150'	18,000	105	2,080	1,182	800
Hall C*	80' x 150'	12,000	70	1300	672	500
Meeting Room 1	34' x 20'	680	NA	50	35	30
Meeting Room 2	34' x 20'	680	NA	50	35	30
Meeting Room 3	34' x 20'	680	NA	50	35	30
Meeting Rms. 4,5,6	34' x 61'	2,074	NA	120	96	100
Meeting Room 7	20' x 34'	680	NA	60	35	30
Meeting Room 8	19' x 34'	646	NA	50	35	20
North Rotunda	52' x 52'	2,000	10	120	NA	120
South Rotunda	40' x 40'	1,200	NA	NA	NA	NA

*First National Bank of Fort Smith Exhibition Hall

ArcBest Performing Arts Center

Theater** Specifications:

Total seating 1,331
(includes 119 disabled seating)

Stage Specifications:

Stage Floor: Hardwood on plywood substrate
Proscenium Width 58' Height 28'
Depth from curtain line to back wall 42'

Depth of apron to curtain line 8'
Off-stage right 21' x 42'
Off-stage left 21' x 42'
Height of stage floor from pit floor 9'
Height of state floor from theater floor 4'
Height of grid from stage floor 60'
Height of loading gallery 50'

EXHIBIT C

SERVICES

The Services under the Agreement shall consist of the following obligations, all of which are subject to the terms hereof:

a) Manage all aspects of the Facility including but not limited to managing guest services, event conversion, purchasing, payroll, fire prevention, security, evacuation and emergency response plan, routine repairs, preventative maintenance, janitorial services, landscape and exterior maintenance, energy conservation, admission procedures, parking (if applicable), and general user services.

b) Manage all food and beverage operations at the Facility, including but not limited to food preparation, service, and alcohol sales.

c) Exploit, sell and receive revenue from the Commercial Rights at the Facility, including the sale and servicing of corporate sponsorships.

d) Establish and adjust service prices, rates and rate schedules for Event user, license, and occupancy, and Event booking commitments; provided that Manager acknowledges that Event user prices and rates for Facility users, including without limitation non-profit/community users, shall be subject to Client's approval on an annual basis in connection with approval of the Operating Budget. The parties acknowledge and agree that Client intends that during the Term, the rates charged to non-profit/community users will remain the same as those charged as of the Effective Date (subject to annual CPI adjustment); notwithstanding the foregoing, Manager may propose and Client may approve alternate rates through the Operating Budget process described above.

e) Negotiate, enter into (as agent for Client), administer and assure compliance with all contracts related to the operation of the Facility, including Service Contracts, Booking Contracts and Material Contracts, except as otherwise provided in the Agreement.

f) Require that all vendors and licensees of the Facility execute vendor/license agreements containing standard indemnification and insurance obligations on the part of each such vendor/licensee, and provide Client with a copy of all such agreements within thirty (30) business days of their date of execution.

g) Provide standard form Event user/rental agreements for Booking Contracts at or with respect to the Facility. Manager shall submit such form agreements to Client for review, comment, and approval. Once finalized, Manager shall use such form for Booking Contracts, provided that Client acknowledges that Manager may reasonably deviate such form in connection with negotiating the engagement of an Event in the ordinary course of business without Client's further approval. To the extent that Manager does not use the approved form for Booking Contracts (i.e., uses the promoter's form), such use shall be approved by Client, not to be unreasonably withheld, conditioned or delayed.

h) Operate and maintain the Facility, including the equipment utilized in connection with its operation and any improvements made during the term of this Agreement, in the condition received, normal wear and tear expected

i) Hire or otherwise engage, pay, supervise, and direct the operating personnel at the Facility, and conduct retention and training programs to the highest industry standards.

j) Maintain detailed, accurate and complete financial and other records of all its activities in

accordance with generally accepted accounting principles, which records shall be made available to Client as set forth herein.

k) Submit to Client in a timely manner and other financial and other reports detailing Manager's activities in connection with the Facility.

l) Prepare a proposed annual Operating Budget and annual Capital Expenditures budget for approval by Client as set forth above.

m) Pay all Operating Expenses from the Operating Account or with funds otherwise made available by Client.

n) Assist Client (or any other third party, as applicable) to secure, all licenses and permits necessary for the operation and use of the Facility for the specific events to be held therein, and for the general occupancy of the Facility.

o) Collect, deposit and hold in the Event Account any revenues which it receives in the contemplation of or arising from an Event pending the completion of the Event.

p) Collect in a timely manner and deposit in the Operating Account all Gross Operating Revenues as set forth above.

q) Upon request by Client, prepare, maintain, and implement, subject to Client's approval, a marketing plan for Events at the Facility.

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

s) In accordance with the Operating Budget, and as reasonably required for operations, purchase, on behalf of Client and with Client funds, and maintain during the Term, all materials, tools, machinery, equipment, and supplies necessary for the operation of the Facility.

t) Maintain insurance as required.

u) Subject to the terms and conditions set forth herein, make and be responsible for all routine and minor repairs, maintenance, preventative maintenance, and equipment servicing. Manager shall be responsible for ensuring that all repairs, replacements, and maintenance shall be of a quality and class at least equal to that of the item being repaired or replaced.

v) Develop database initiatives in cooperation with key stakeholders.

w) Support community hospitality and corporate stakeholders in securing high profile community, regional, and national events.

x) Implement marketing and promotional plans supporting venue industry awareness/positioning.

EXHIBIT D

TRANSITION BUDGET

FORTH SMITH CONVENTION CENTER

1st Quarter Transition Budget
January 1 Through March 31, 2021

Jan-Mar

of Events

52

Rental and Service Revenue

\$90,559

Net F&B Blended

\$5,250

Total Revenue

\$95,809

TOTAL EXPENSE

SALARY	\$51,571
FT HOURLY EMPLOYEES (7)+30% BENEFITS	\$80,740
PAYROLL TAXES	\$4,126
EMPLOYEE BENEFITS	\$11,566
CELL PHONE REMBUSEMENT	\$1,100
TRAVEL	\$3,120
SHIPPING & POSTAGE	\$250
CREDIT CARD SYSTEM	\$1,500
DUES AND SUBSCRIPTION	\$275
PRINTING & STATIONARY	\$900
OFFICE SUPPLIES	\$500
BUILDING SUPPLIES	\$3,192
REPAIR AND MAINTENANCE	\$18,087
UTILITIES	\$68,976
COMMUNICATION	\$2,425
UNIFORMS	\$500
INSURANCE EXPENSE	\$15,000
LICENSES & PERMITS	\$1,680
PAYROLL FEES	\$6,165
WEBSITE	\$7,500
NETSUITE	\$1,800
RELOCATION	\$3,000
MANAGEMENT FEE	\$8,500
TOTAL 1ST QUARTER FUNDING REQUEST:	\$292,473

EXHIBIT E

INSURANCE

General Liability:

\$1,000,000 Each Occurrence

\$2,000,000 Aggregate Each Event

\$1,000,000 Personal & Advertising Injury

Automobile Liability

\$1,000,000 Hired & Non-Owned

Excess Liability

\$10,000,000 Each Occurrence

\$10,000,000 Aggregate Each Event

\$10,000,000 Products-Completed Operations Aggregate

Worker's Compensation

Statutory Limits

Employer's Liability \$1,000,000



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/12/2021

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 Brown & Brown Insurance Homestead Florida 1780 N Krome Avenue Homestead FL 33030		CONTACT NAME: Michelle Wilson PHONE (A/C, No, Ext): (305) 247-5121 FAX (A/C, No): (305) 248-8543 E-MAIL ADDRESS: mwilson@bbinsfl.com																			
INSURED Pinnacle Venue Services, LLC OVG Facilities LLC 2501 Seaport Drive, Ste 310 Chester PA 19013		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A:</td><td>Arch Insurance Company</td><td>NAIC #</td></tr><tr><td>INSURER B:</td><td>Westchester Fire Insurance Company</td><td></td></tr><tr><td>INSURER C:</td><td>The Insurance Company of the State of PA</td><td></td></tr><tr><td>INSURER D:</td><td>Great American Insurance Company</td><td></td></tr><tr><td>INSURER E:</td><td>Berkley Insurance Company</td><td></td></tr><tr><td>INSURER F:</td><td>Maxum Indemnity Company</td><td></td></tr></table>		INSURER A:	Arch Insurance Company	NAIC #	INSURER B:	Westchester Fire Insurance Company		INSURER C:	The Insurance Company of the State of PA		INSURER D:	Great American Insurance Company		INSURER E:	Berkley Insurance Company		INSURER F:	Maxum Indemnity Company	
INSURER A:	Arch Insurance Company	NAIC #																			
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INSURER D:	Great American Insurance Company																				
INSURER E:	Berkley Insurance Company																				
INSURER F:	Maxum Indemnity Company																				

COVERAGES

CERTIFICATE NUMBER: 2020

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			SNCGL0747601	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Per Event		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000					
			MED EXP (Any one person) \$ Excluded					
			PERSONAL & ADV INJURY \$ 1,000,000					
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			SNAUT0038102	07/01/2020	07/01/2021	GENERAL AGGREGATE \$ 5,000,000	
			PRODUCTS - COMP/OP AGG \$ 5,000,000					
			COMBINED SINGLE LIMIT (Ea accident) \$					
			BODILY INJURY (Per person) \$					
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			SNFXS0060401	07/01/2020	07/01/2021	BODILY INJURY (Per accident) \$	
	DED <input checked="" type="checkbox"/> RETENTION \$ 0		PROPERTY DAMAGE (Per accident) \$					
			Hired & Non Owned Auto \$ 1,000,000					
			EACH OCCURRENCE \$ 10,000,000					
A	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	SNLIQ0056401	07/01/2020	07/01/2021	AGGREGATE \$ 10,000,000	
			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>					
			E.L. EACH ACCIDENT \$					
			E.L. DISEASE - EA EMPLOYEE \$					
A	Liquor Liability			SNLIQ0056401	07/01/2020	07/01/2021	E.L. DISEASE - POLICY LIMIT \$	
							Each Common Cause \$1,000,000	
								Aggregate \$2,000,000

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

Certificate holder is listed as additional insured as required in written contract.

CERTIFICATE HOLDER

CANCELLATION

Fort Smith Convention Center
55 S 7th Street

Fort Smith

AR 72901

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

ADDITIONAL COVERAGES

Ref #	Description Abuse and Molestation	Coverage Code ABUM	Form No.	Edition Date
Limit 1 1,000,000	Limit 2 2,000,000	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description Crisis Management	Coverage Code CRSMT	Form No.	Edition Date
Limit 1 50,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description Abuse & Molestation Aggregate	Coverage Code	Form No.	Edition Date
Limit 1 2,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description Terrorism Coverage	Coverage Code	Form No.	Edition Date
Limit 1 Included	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description Care, Custody & Control	Coverage Code	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

OFADTL CV				
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MEMORANDUM

TO: Jeff Dingman, Acting City Administrator
CC: Maggie Rice, Deputy City Administrator
FROM: Andrew Richards, Chief Financial Officer
DATE: September 5, 2025
SUBJECT: Review of the preliminary 2026 budget comparison summaries

SUMMARY

The various City departments have submitted to Finance their budgetary requests for 2026 as well as their projections for fiscal year 2025 spending. The Finance Department compiled all the requests and projections into the attached preliminary budgetary comparison summaries for the City's four operating funds.

Also included:

- Statement of Revenue Comparisons providing additional detail about projected revenues.
- Distribution of appropriations supporting the expenditures in the comparison summaries
- Schedule of new capital requests for 2026 as already included in the expenditures of the comparison summaries.

The preliminary budgetary comparisons are different than in past years in that they include all new budgetary requests for 2026. In previous years, new requests were presented and considered later in the budgetary process after the adoption of the original budget.

The preliminary summaries will be used as a starting point in the budgetary cycle as we conduct budget meetings with individual City departments and with the Board of Directors. The results are preliminary and Finance staff continue to review revenue projections and budgetary expenditures. Therefore, revisions could be made as additional data is obtained and clarifications emerge.

ATTACHMENTS

1. [2026 Budget Draft 09.05.2025.pdf](#)

City of Fort Smith
Budget Comparison Summary - General Fund

	FY24	FY25	FY25	FY25	FY26	Increase
	Actuals	Original	Amended	Projected	Budget	(Decrease)
Revenues						
Intergovernmental	\$ 9,903,181	\$ 6,522,067	\$ 8,975,678	\$ 8,448,883	\$ 5,308,368	\$ (3,140,515)
Taxes and Assessments	42,041,529	43,750,000	43,750,000	41,688,517	43,204,190	1,515,673
Court Fines and Forfeitures	2,167,254	1,923,700	1,923,700	2,070,802	2,076,450	5,648
Licenses and Permits	1,425,903	1,587,560	1,587,560	1,427,287	1,438,880	11,593
Service Charges and Fees	543,935	518,020	570,559	535,231	565,870	30,639
Contributions	73,070	25,000	25,000	86,078	10,000	(76,078)
Miscellaneous	4,944,969	1,658,800	1,912,839	1,578,462	432,020	(1,146,442)
Transfers	100,000	100,000	144,000	144,000	144,000	-
Total	61,199,842	56,085,147	58,889,336	55,979,260	53,179,778	(2,799,482)
Expenditures						
Policy and Administration Services	3,296,653	3,920,027	3,575,922	3,420,791	3,549,687	128,896
Management Services	4,993,242	4,763,296	6,815,176	6,487,949	5,655,690	(832,259)
Development Services	2,056,470	2,151,545	2,073,667	1,920,355	2,187,314	266,959
Police Services	19,878,092	21,704,346	22,996,526	21,557,199	24,156,121	2,598,922
Fire Services	14,169,817	14,981,927	16,142,886	16,254,872	15,899,115	(355,757)
Operation Services	10,363,271	8,678,564	12,988,218	12,796,356	8,900,978	(3,895,378)
Non-Departmental	12,913,146	5,629,540	13,744,066	13,276,826	4,501,150	(8,775,676)
Total	67,670,690	61,829,245	78,336,461	75,714,349	64,850,056	(10,864,293)
Excess (Deficiency)						
Revenues Over Expenditures	(6,470,847)	(5,744,098)	(19,447,125)	(19,735,088)	(11,670,278)	
Fund Balance, Beginning of Year	41,942,915	29,995,346	35,472,068	35,472,068	15,736,979	
Fund Balance, End of Year	\$ 35,472,068	\$ 24,251,248	\$ 16,024,942	\$ 15,736,979	\$ 4,066,701	
Contingency Reserve Percent	52.4%	39.2%	20.5%	20.8%	6.3%	

City of Fort Smith
Budget Comparison Summary - Streets Maintenance Fund

	FY24 Actuals	FY25 Original	FY25 Amended	FY25 Projected	FY26 Budget	Increase (Decrease)
Revenues						
Intergovernmental	\$ 7,557,426	\$ 8,060,000	\$ 8,060,000	\$ 7,508,207	\$ 7,566,500	\$ 58,293
Taxes and Assessments	2,552,202	2,600,000	2,600,000	2,489,400	2,813,800	324,400
Licenses and Permits	287,485	360,000	360,000	321,024	322,000	976
Miscellaneous	644,291	200,000	200,000	373,528	264,200	(109,328)
Total	11,041,404	11,220,000	11,220,000	10,692,159	10,966,500	274,341
Expenditures						
Policy and Administration Services	317,463	308,701	268,158	257,977	295,292	37,314
Management Services	1,197,705	1,560,828	1,471,555	1,377,519	1,456,877	79,359
Development Services	73,836	93,669	89,859	72,117	102,011	29,894
Operation Services	10,076,595	9,467,882	10,219,421	10,704,096	10,608,333	(95,764)
Total	11,665,598	11,431,080	12,048,992	12,411,709	12,462,512	50,803
Excess (Deficiency)						
Revenues Over Expenditures	(624,194)	(211,080)	(828,992)	(1,719,551)	(1,496,012)	
Fund Balance, Beginning of Year	9,706,603	6,404,621	9,082,409	9,082,409	7,362,858	
Fund Balance, End of Year	\$ 9,082,409	\$ 6,193,541	\$ 8,253,416	\$ 7,362,858	\$ 5,866,846	
Contingency Reserve Percent	77.9%	54.2%	68.5%	59.3%	47.1%	
Note - Reserved Equipment Replacement funds will be tracked through account 359500. (***)						

Reserved Equipment Replacement Fund Balance

	FY24 Actuals	FY25 Original	FY25 Amended	FY25 Projected	FY26 Budget
Beginning Reserve Fund Balance	\$ 2,527,142	\$ 2,692,596	\$ 2,692,596	\$ 2,692,596	\$ 1,930,760
Contributions	981,420	910,000	910,000	910,000	1,204,800
Replacement	815,966	910,000	910,000	1,671,836	1,150,000
*Ending Reserve Fund Balance	\$ 2,692,596	\$ 2,692,596	\$ 2,692,596	\$ 1,930,760	\$ 1,985,560

*This Reserved Equipment Replacement Fund Balance is included in the Streets Maintenance Fund Balance, End of Year above.

City of Fort Smith
Budget Comparison Summary - Water and Sewer Operating Fund

	FY24 Actuals	FY25 Original	FY25 Amended	FY25 Projected	FY26 Budget	Increase (Decrease)
Revenues						
Water Sales	\$ 31,415,944	\$ 39,544,529	\$ 39,544,529	\$ 37,146,329	\$ 38,434,728	\$ 1,288,399
Sewer Sales	28,893,661	31,459,851	31,459,851	30,127,050	31,567,278	1,440,228
Services Charges and Fees	1,931,076	1,589,295	1,589,295	648,025	645,000	(3,025)
Miscellaneous	<u>2,231,621</u>	<u>615,000</u>	<u>644,026</u>	<u>824,000</u>	<u>385,000</u>	<u>(439,000)</u>
Total	<u>64,472,302</u>	<u>73,208,675</u>	<u>73,237,701</u>	<u>68,745,404</u>	<u>71,032,006</u>	<u>2,286,602</u>
Expenses						
Policy and Administration Services	1,267,379	1,269,263	1,098,046	969,886	1,144,435	174,549
Management Services	5,157,409	7,503,823	6,913,827	6,522,704	7,129,402	606,698
Development Services	323,290	367,269	347,819	314,383	384,555	70,172
Operation Services	58,361,330	67,660,181	68,626,317	66,005,511	76,095,993	10,090,482
Non-Departmental	<u>100,000</u>	<u>100,000</u>	<u>100,000</u>	<u>100,000</u>	<u>100,000</u>	<u>-</u>
Total	<u>65,209,407</u>	<u>76,900,536</u>	<u>77,086,008</u>	<u>73,912,484</u>	<u>84,854,385</u>	<u>10,941,902</u>
Excess (Deficiency)						
Revenues Over Expenditures	(737,105)	(3,691,861)	(3,848,307)	(5,167,080)	(13,822,379)	
Working Capital, Beginning of Year	<u>23,287,022</u>	<u>17,284,242</u>	<u>22,549,917</u>	<u>22,549,917</u>	<u>17,382,837</u>	
Working Capital, End of Year	<u>\$ 22,549,917</u>	<u>\$ 13,592,381</u>	<u>\$ 18,701,610</u>	<u>\$ 17,382,837</u>	<u>\$ 3,560,458</u>	
Contingency Reserve Percent	34.6%	17.7%	24.3%	23.5%	4.2%	

City of Fort Smith
Budget Comparison Summary - Solid Waste Operating Fund

	FY24 Actuals	FY25 Original	FY25 Amended	FY25 Projected	FY26 Budget	Increase (Decrease)
Revenues						
Intergovernmental	\$ 8,000	\$ -	\$ -	\$ 5,184	\$ -	\$ (5,184)
Service Charges and Fees	21,849,264	22,344,102	22,344,102	21,639,522	22,138,099	498,577
Miscellaneous	681,704	216,200	217,189	460,500	289,000	(171,500)
Total	<u>22,538,968</u>	<u>22,560,302</u>	<u>22,561,291</u>	<u>22,105,206</u>	<u>22,427,099</u>	<u>321,893</u>
Expenses						
Policy and Administration Services	647,994	647,917	561,853	513,648	602,493	88,846
Management Services	2,004,562	2,755,733	2,511,239	2,362,547	2,530,347	167,800
Operation Services	13,186,571	16,239,312	16,142,510	16,034,082	16,750,583	716,501
Non-Departmental	6,301,087	6,301,087	6,301,087	6,301,087	7,435,511	1,134,424
Total	<u>22,140,214</u>	<u>25,944,049</u>	<u>25,516,690</u>	<u>25,211,363</u>	<u>27,318,934</u>	<u>2,107,571</u>
Excess (Deficiency)						
Revenues Over Expenditures	398,754	(3,383,747)	(2,955,399)	(3,106,157)	(4,891,835)	
Working Capital, Beginning of Year	<u>11,571,286</u>	<u>9,068,257</u>	<u>11,970,040</u>	<u>11,970,040</u>	<u>8,863,882</u>	
Adjusted Working Capital, End of Year	<u>\$ 11,970,040</u>	<u>\$ 5,684,510</u>	<u>\$ 9,014,641</u>	<u>\$ 8,863,882</u>	<u>\$ 3,972,047</u>	
Contingency Reserve Percent	54.1%	21.9%	35.3%	35.2%	14.5%	

**General Fund
Statement of Revenue Comparisons**

	2024	2025	2025	2025	
	Actuals	Original Budget	Amended Budget	Projected Budget	2026 Budget
Intergovernmental					
Airport Security Reimbursement	\$ 5,032,184	\$ 87,600	\$ 87,600	\$ -	\$ -
Gasoline Tax Refund - Transit	8,063	5,000	5,000	6,500	5,000
Reimbursement from					
Enhanced 9-1-1 Fund	1,110,813	1,110,813	1,110,813	555,407	-
Sebastian County Participation	596,923	490,000	490,000	678,120	678,000
State Grant Revenue	251,595	200,000	200,000	238,274	200,000
State Turnback - General	1,236,777	1,335,100	1,335,100	1,224,323	1,225,000
Transit Reimbursement	1,417,111	3,268,554	5,705,818	5,633,367	3,200,368
Federal Grant Revenue	249,715	25,000	41,347	112,893	-
	9,903,181	6,522,067	8,975,678	8,448,883	5,308,368
Taxes and Assessments					
Alcohol	888,942	900,000	900,000	807,813	808,000
County Sales Tax	24,492,641	25,100,000	25,100,000	24,155,498	24,506,390
Franchise	8,063,854	9,250,000	9,250,000	8,412,865	8,412,200
Property Taxes	8,596,092	8,500,000	8,500,000	8,312,341	9,477,600
	42,041,529	43,750,000	43,750,000	41,688,517	43,204,190
Court Fines and Forfeitures					
Court Fines and Forfeitures	2,167,254	1,923,700	1,923,700	2,070,802	2,076,450
	2,167,254	1,923,700	1,923,700	2,070,802	2,076,450
Licenses and Permits					
Alcohol	52,520	52,500	52,500	70,523	71,950
Business License	309,455	300,000	300,000	378,773	380,000
Construction	1,015,756	1,186,700	1,186,700	926,620	934,800
Other - Licenses & Permits	48,173	48,360	48,360	51,373	52,130
	1,425,903	1,587,560	1,587,560	1,427,287	1,438,880
Service Charges and Fees					
Community Center	10,539	14,500	14,500	10,700	11,500
False Alarm Fees	2,599	30,000	30,000	20,914	21,000
Fire Protection Contracts	84,449	93,000	93,000	81,946	91,950
Mobile Data Support Fees	3,120	3,120	3,120	3,120	3,120
Oak Cemetery	155,100	85,000	85,000	85,000	85,000
Parks & Aquatics	88,123	90,400	90,400	85,350	91,700
Transit System	200,005	202,000	202,000	199,900	204,600
Miss Laura's	-	-	52,539	48,300	57,000
	543,935	518,020	570,559	535,231	565,870
Contributions					
Contributions	73,070	25,000	25,000	86,078	10,000
	73,070	25,000	25,000	86,078	10,000
Miscellaneous					
Interest Earned	1,654,667	1,500,000	1,500,000	967,018	244,020
Other - Misc.	3,290,302	158,800	412,839	611,444	188,000
	4,944,969	1,658,800	1,912,839	1,578,462	432,020
Transfers					
Fund Transfers	100,000	100,000	144,000	144,000	144,000
	100,000	100,000	144,000	144,000	144,000
Grand Total	\$ 61,199,842	\$ 56,085,147	\$ 58,889,336	\$ 55,979,260	\$ 53,179,778

Street Maintenance Fund
Statement of Revenue Comparisons

	2024	2025	2025	2025	2026
	Actuals	Original Budget	Amended Budget	Projected Budget	Budget
Intergovernmental					
State Turnback - Gasoline Tax	\$ 6,597,948	\$ 7,232,200	\$ 7,232,200	\$ 6,746,367	\$ 6,800,000
State Turnback - Wholesale Fuel Tax	582,237	590,000	590,000	570,404	570,500
State Turnback - Highway Sales Tax	175,632	237,800	237,800	155,863	160,000
State Turnback - Electric Vehicle Reg	8,617	-	-	35,573	36,000
Federal Grants	192,991	-	-	-	-
	7,557,426	8,060,000	8,060,000	7,508,207	7,566,500
Taxes and Assessments					
Property Taxes	2,552,202	2,600,000	2,600,000	2,489,400	2,813,800
	2,552,202	2,600,000	2,600,000	2,489,400	2,813,800
Licenses and Permits					
Sidewalk Permit Assessments	287,485	360,000	360,000	321,024	322,000
	287,485	360,000	360,000	321,024	322,000
Miscellaneous					
Interest Earned	439,890	200,000	200,000	329,000	230,000
Other	204,402	-	-	44,528	34,200
	644,291	200,000	200,000	373,528	264,200
Grand Total	\$ 11,041,404	\$ 11,220,000	\$ 11,220,000	\$ 10,692,159	\$ 10,966,500

**Water and Sewer Operating Fund
Statement of Revenue Comparisons**

	2024 Actuals	2025 Original Budget	2025 Amended Budget	2025 Projected Budget	2026 Budget
Water Volume Sales					
Residential	\$ 9,801,461	\$ 8,972,719	\$ 8,972,719	\$ 9,532,080	\$ 9,600,000
Commercial	6,178,326	6,322,697	6,322,697	6,322,697	6,322,697
Industrial	5,354,970	6,486,485	6,486,485	6,044,496	6,486,485
Contract	10,081,188	11,674,060	11,674,060	11,674,060	12,452,550
	31,415,944	33,455,961	33,455,961	33,573,333	34,861,732
Water Base Sales					
Residential	-	4,204,404	4,204,404	2,417,900	2,417,900
Commercial	-	1,633,772	1,633,772	996,306	996,306
Industrial	-	140,850	140,850	85,332	85,332
Contract	-	109,542	109,542	73,458	73,458
	-	6,088,568	6,088,568	3,572,996	3,572,996
Sewer Volume Sales					
Residential	14,683,637	13,956,850	13,956,850	13,744,408	13,980,798
Commercial	10,579,639	10,985,738	10,985,738	10,231,980	10,407,960
Industrial	3,630,386	4,222,560	4,222,560	3,630,385	3,757,050
Contract	-	436,508	436,508	744,135	1,613,675
	28,893,661	29,601,656	29,601,656	28,350,908	29,759,483
Sewer Base Sales					
Residential	-	1,649,670	1,649,670	1,567,610	1,595,010
Commercial	-	205,825	205,825	205,825	210,030
Industrial	-	2,534	2,534	2,543	2,587
Contract	-	166	166	164	168
	-	1,858,195	1,858,195	1,776,142	1,807,795
Service Charges and Fees					
Monthly Customer Charges	6,862	-	-	-	-
Fire Protection	117,606	70,000	70,000	100,000	100,000
Installations - Water Services	523,912	250,000	250,000	250,000	250,000
Sewer Connection Charges	76,411	70,000	70,000	70,000	70,000
Industrial Waste Monitoring Fees	671,589	175,000	175,000	225,000	225,000
Wholesale	534,696	1,024,295	1,024,295	3,025	-
	1,931,076	1,589,295	1,589,295	648,025	645,000
Miscellaneous					
Interest Earned	816,449	585,000	585,000	794,000	365,000
Other	1,415,172	30,000	59,026	30,000	20,000
	2,231,621	615,000	644,026	824,000	385,000
Grand Total	\$ 64,472,302	\$ 73,208,675	\$ 73,237,701	\$ 68,745,404	\$ 71,032,006

**Solid Waste Operating Fund
Statement of Revenue Comparisons**

	2024 Actuals	2025 Original Budget	2025 Amended Budget	2025 Projected Budget	2026 Budget
Intergovernmental					
Federal Grant Revenue	\$ 8,000	\$ -	\$ -	\$ 5,184	\$ -
	8,000	-	-	5,184	-
Service Charges and Fees					
Residential Collections	\$ 6,415,712	\$ 6,721,602	\$ 6,721,602	\$ 6,439,522	\$ 6,413,099
Commercial Collections	3,357,408	3,250,000	3,250,000	3,400,000	3,500,000
Sanitary Landfill Operations	8,303,165	8,877,000	8,877,000	8,680,000	8,825,000
Roll-Off Collections	1,933,049	2,095,500	2,095,500	1,900,000	2,000,000
Sale of Methane Gas	986,637	1,400,000	1,400,000	1,220,000	1,400,000
Recycling Operations	853,293	-	-	-	-
	21,849,264	22,344,102	22,344,102	21,639,522	22,138,099
Miscellaneous					
Interest Earned	490,789	180,000	180,000	413,000	221,000
Other	190,915	36,200	37,189	47,500	68,000
	681,704	216,200	217,189	460,500	289,000
Grand Total	\$ 22,538,968	\$ 22,560,302	\$ 22,561,291	\$ 22,105,206	\$ 22,427,099

Distribution of Appropriations to the Operating Funds
FY24 Actual

	Total Funds	General Fund	Street Maintenance Fund	Water & Sewer Operating Fund	Solid Waste Operating Fund
Policy & Administrative Services					
4100 Mayor	142,445	56,978	7,122	48,431	12,820
4100 Mayor (Non Allocation Accounts)	349,325	349,325			
4101 Board of Directors	329,907	92,374	26,393	122,066	59,383
4101 Board of Directors (Salary Increase)	50,192	50,192	-	-	-
4102 City Administrator	2,012,310	362,216	160,985	945,786	402,462
4102 City Administrator (Post True Up Entry)	(10,375)	(10,375)			
4201 District Court	1,667,071	1,667,071	-	-	-
4202 City Prosecutor	252,853	252,853	-	-	-
4203 Public Defender	92,500	92,500	-	-	-
4204 City Attorney	424,699	212,349	106,175	-	106,175
4205 District Court RISE	10,042	10,042	-	-	-
4206 District Court - State Division	50,751	50,751	-	-	-
4207 District Court - DWI Court	43,222	43,222	-	-	-
4208 CBID	173,338	-	-	-	-
4405 Internal Auditor	335,771	67,154	16,789	151,097	67,154
Total Policy and Administration Services Division*	5,924,051	3,296,653	317,463	1,267,379	647,994
Management Services					
4104 Human Resources	752,463	263,362	75,246	263,362	112,869
4105 City Clerk	318,612	89,211	25,489	117,887	57,350
4105 City Clerk (Post True Up Entry)	60,000	60,000			
4301 Finance	1,664,894	299,681	166,489	699,256	249,734
4306 Purchasing	787,942	236,383	94,553	291,538	118,191
4401 Information & Technology Svcs	7,151,664	2,646,116	715,166	2,145,499	1,072,750
4401 Information & Technology Svcs (Ins)	119,084	119,084			
4407 Communications	234,996	42,299	18,800	110,448	46,999
4408 Community Mobility	281,998	281,998	-	-	-
4501 Sustainability	46,662	46,662	-	-	-
5520 Citizens Service	2,039,225	40,784	101,961	1,529,419	346,668
5520 Citizens Service - CC Fees	867,661	867,661			
6921 Public Parking Deck	79,330	-	-	-	-
Total Management Services Division*	14,404,531	4,993,242	1,197,705	5,157,409	2,004,562
Development Services					
4103 Engineering	1,476,711	29,534	73,836	118,137	-
4103 Engineering (Ins)	119,084	119,084			
4106 Planning & Zoning	1,025,765	666,747	-	205,153	-
4107 Community Development	365,150	-	-	-	-
4108 Building Safety	1,241,104	1,241,104	-	-	-
6900 Neighborhood Services	1,051,302	-	-	-	-
Total Development Services Division*	5,279,116	2,056,470	73,836	323,290	-

Note*- Variance in totals is due to allocation to funds other than the four budgeted operating funds.

Distribution of Appropriations to the Operating Funds
FY24 Actual

	Total Funds	General Fund	Street Maintenance Fund	Water & Sewer Operating Fund	Solid Waste Operating Fund
Police Services					
4701 Administration	3,594,674	3,594,674	-	-	-
4702 Support Services	2,689,962	2,689,962	-	-	-
4703 Investigations	2,740,197	2,740,197	-	-	-
4704 Field Operations	6,239,890	6,239,890	-	-	-
4705 Special Operations	1,246,108	1,246,108	-	-	-
4706 Airport Services	197,462	197,462	-	-	-
4707 Animal Services	1,598,536	1,598,536	-	-	-
4708 Communications	1,571,262	1,571,262	-	-	-
6920 Parking Enforcement	88,137	-	-	-	-
47091120 1/8% Sales Tax	3,918,182	-	-	-	-
1112 River Valley Communications Center	7,620	-	-	-	-
Total Police Services Division*	23,892,031	19,878,092	-	-	-
Fire Services					
4801 Administration	1,338,172	1,338,172	-	-	-
4802 Suppression	12,559,237	12,559,237	-	-	-
4803 1/8% Sales Tax	2,913,058	-	-	-	-
4804 Training	272,408	272,408	-	-	-
Total Fire Services Division	17,082,874	14,169,817	-	-	-
Operation Services					
Streets & Traffic Control					
5101 Administration	1,427,755	-	1,427,755	-	-
5302 Heavy Construction	1,307,468	-	1,307,468	-	-
5303 Street Drainage	1,614,594	-	1,614,594	-	-
5304 Street Maintenance	1,590,595	-	1,590,595	-	-
5305 Sidewalk Construction	1,100,090	-	1,100,090	-	-
5401 Traffic Control	1,381,821	-	1,381,821	-	-
5403 Street Lighting	1,340,194	-	1,340,194	-	-
Total Streets and Traffic Control	9,762,517	-	9,762,517	-	-
Operation Services - Water & Sewer					
2101a	37,203	-	-	37,203	-
5501 Utility Administration	2,005,094	-	-	2,005,094	-
5521 Business Operations	1,530,496	-	-	1,530,496	-
5522 Communications & Training	720,214	-	-	720,214	-
5523 Engineering & Tech	2,415,829	-	-	2,415,829	-
5524 Technology	166,199	-	-	166,199	-
55560400 Water Treatment	7,224,295	-	-	7,224,295	-
5590 Non-Capital Projects	899,852	-	-	899,852	-
56560300 Water Reclamation	6,664,811	-	-	6,664,811	-
5610 Water Line Maintenance	6,845,081	-	-	6,845,081	-
5611 Water Reclamation Maint	4,070,857	-	-	4,070,857	-
5618 Debt Service	19,669,449	-	-	19,669,449	-
5625 Environmental Quality	1,916,085	-	-	1,916,085	-
5626 Easement, Building, Station Maintenance	4,195,863	-	-	4,195,863	-
Total Water and Sewer	58,361,330	-	-	58,361,330	-

Note*- Variance in totals is due to allocation to funds other than the four budgeted operating funds.

Distribution of Appropriations to the Operating Funds
FY24 Actual

	Total Funds	General Fund	Street Maintenance Fund	Water & Sewer Operating Fund	Solid Waste Operating Fund
Operation Services - Solid Waste					
2104a	129,184	-	-	-	129,184
6301 Administration	899,494	-	-	-	899,494
6302 Residential Collections	3,121,374	-	-	-	3,121,374
6303 Commercial Collections	1,343,302	-	-	-	1,343,302
6304 Fleets & Grounds Maintenance	1,379,878	-	-	-	1,379,878
6305 Sanitary Landfill	4,942,131	-	-	-	4,942,131
6307 Industrial Collection	1,023,917	-	-	-	1,023,917
6308 Waste Reduction	347,291	-	-	-	347,291
Total Solid Waste	13,186,571	-	-	-	13,186,571
Operation Services - Parks					
6201 Parks Maintenance (Operating)	2,093,853	1,779,775	314,078	-	-
6201 Parks Maintenance (560000)	20,599	20,599	-	-	-
6201 Parks Maintenance (Capital)	100,751	100,751	-	-	-
6201 Parks Maintenance (Ins)	116,172	116,172	-	-	-
6202 Oak Cemetery	167,109	167,109	-	-	-
6204 Community Centers	149,024	149,024	-	-	-
6205 Aquatics	3,738,386	3,738,386	-	-	-
6206 Riverfront/Downtown Maintenance	895,560	895,560	-	-	-
6208 1/8% Sales Tax	5,530,128	-	-	-	-
Total Parks and Community Services	12,811,581	6,967,375	314,078	-	-
Operation Services - Transit					
01016550 Transit	3,160,900	3,160,900	-	-	-
Total Transit	3,160,900	3,160,900	-	-	-
Health					
6101 Health	234,995	234,995	-	-	-
Total Health	234,995	234,995	-	-	-
Non-Departmental					
11130180 Convention & Visitors Bureau	-	-	-	-	-
6600 Non-Departmental	19,314,233	12,913,146	-	100,000	6,301,087
Total Non-Departmental*	19,314,233	12,913,146	-	100,000	6,301,087
Total*	183,414,730	67,670,690	11,665,598	65,209,407	22,140,214

Note*- Variance in totals is due to allocation to funds other than the four budgeted operating funds.

Distribution of Appropriations to the Operating Funds
FY25 Original

	Total Funds	General Fund	Street Maintenance Fund	Water & Sewer Operating Fund	Solid Waste Operating Fund
Policy & Administrative Services					
4100 Mayor	184,130	73,652	9,207	62,604	16,572
4100 Mayor (Non Allocation Accounts)	431,500	431,500			
4101 Board of Directors	441,340	123,575	35,307	163,296	79,441
4101 Board of Directors (Salary Increase)	51,241	51,241	-	-	-
4102 City Administrator	1,638,298	294,894	131,064	770,000	327,660
4201 District Court	2,088,937	2,088,937	-	-	-
4202 City Prosecutor	267,205	267,205	-	-	-
4203 Public Defender	92,500	92,500	-	-	-
4204 City Attorney	411,000	205,500	102,750	-	102,750
4205 District Court RISE	35,700	35,700	-	-	-
4206 District Court - State Division	61,128	61,128	-	-	-
4207 District Court - DWI Court	72,700	72,700	-	-	-
4208 CBID	382,322	-	-	-	-
4405 Internal Auditor	607,474	121,495	30,374	273,363	121,495
Total Policy and Administration Services Division*	6,765,475	3,920,027	308,701	1,269,263	647,917
Management Services					
4104 Human Resources	878,708	307,548	87,871	307,548	131,806
4105 City Clerk	419,753	117,531	33,580	155,309	75,556
4301 Finance	1,874,013	337,322	187,401	787,085	281,102
4306 Purchasing	790,638	237,191	94,877	292,536	118,596
4401 Information & Technology Svcs	9,233,993	3,416,577	923,399	2,770,198	1,385,099
4407 Communications	430,611	77,510	34,449	202,387	86,122
4408 Community Mobility	189,916	189,916	-	-	-
4501 Sustainability	253,863	5,077	12,693	190,397	43,157
4503 Facilities Maintenance	-	-	-	-	-
5520 Citizens Service	3,731,150	74,623	186,558	2,798,363	634,296
6921 Public Parking Deck	221,710	-	-	-	-
Total Management Services Division*	18,024,355	4,763,296	1,560,828	7,503,823	2,755,733
Development Services					
4103 Engineering	1,873,387	37,468	93,669	149,871	-
4106 Planning & Zoning	1,086,990	706,544	-	217,398	-
4107 Community Development	480,489	-	-	-	-
4108 Building Safety	1,407,534	1,407,534	-	-	-
6900 Neighborhood Services	1,234,798	-	-	-	-
Total Development Services Division*	6,083,198	2,151,545	93,669	367,269	-

Note*- Variance in totals is due to allocation to funds other than the four budgeted operating funds.

Distribution of Appropriations to the Operating Funds
FY25 Original

	Total Funds	General Fund	Street Maintenance Fund	Water & Sewer Operating Fund	Solid Waste Operating Fund
Police Services					
4701 Administration	3,347,231	3,347,231	-	-	-
4702 Support Services	2,769,913	2,769,913	-	-	-
4703 Investigations	3,193,478	3,193,478	-	-	-
4704 Field Operations	6,654,915	6,654,915	-	-	-
4705 Special Operations	1,774,898	1,774,898	-	-	-
4706 Airport Services	266,782	266,782	-	-	-
4707 Animal Services	1,645,803	1,645,803	-	-	-
4708 Communications	2,051,326	2,051,326	-	-	-
11076900 Police Grant	-	-	-	-	-
6920 Parking Enforcement	-	-	-	-	-
47091120 1/8% Sales Tax	2,487,574	-	-	-	-
1112 River Valley Communications Center	-	-	-	-	-
Total Police Services Division*	24,191,920	21,704,346	-	-	-
Fire Services					
4801 Administration	1,447,906	1,447,906	-	-	-
4802 Suppression	13,140,997	13,140,997	-	-	-
4803 1/8% Sales Tax	2,941,954	-	-	-	-
4804 Training	393,024	393,024	-	-	-
Total Fire Services Division	17,923,881	14,981,927	-	-	-
Operation Services					
Streets & Traffic Control					
5101 Administration	968,736	-	968,736	-	-
5302 Heavy Construction	916,787	-	916,787	-	-
5303 Street Drainage	1,689,102	-	1,689,102	-	-
5304 Street Maintenance	1,327,373	-	1,327,373	-	-
5305 Sidewalk Construction	1,160,982	-	1,160,982	-	-
5401 Traffic Control	1,589,216	-	1,589,216	-	-
5403 Street Lighting	1,400,000	-	1,400,000	-	-
Total Streets and Traffic Control	9,052,196	-	9,052,196	-	-
Operation Services - Water & Sewer					
5501 Utility Administration	2,203,655	-	-	2,203,655	-
5521 Business Operations	1,550,638	-	-	1,550,638	-
5522 Communications & Training	656,322	-	-	656,322	-
5523 Engineering & Tech	2,759,598	-	-	2,759,598	-
5524 Technology	661,280	-	-	661,280	-
55560400 Water Treatment	10,033,746	-	-	10,033,746	-
5590 Non-Capital Projects	1,597,500	-	-	1,597,500	-
56560300 Water Reclamation	7,336,514	-	-	7,336,514	-
5610 Water Line Maintenance	8,638,482	-	-	8,638,482	-
5611 Water Reclamation Maint	4,390,299	-	-	4,390,299	-
5618 Debt Service	19,640,384	-	-	19,640,384	-
5625 Environmental Quality	2,408,433	-	-	2,408,433	-
5626 Easement, Building, Station Maintenance	5,783,331	-	-	5,783,331	-
Total Water and Sewer	67,660,181	-	-	67,660,181	-

Note*- Variance in totals is due to allocation to funds other than the four budgeted operating funds.

Distribution of Appropriations to the Operating Funds
FY25 Original

	Total Funds	General Fund	Street Maintenance Fund	Water & Sewer Operating Fund	Solid Waste Operating Fund
Operation Services - Solid Waste					
6301 Administration	1,155,268	-	-	-	1,155,268
6302 Residential Collections	3,663,791	-	-	-	3,663,791
6303 Commercial Collections	1,634,681	-	-	-	1,634,681
6304 Fleets & Grounds Maintenance	1,642,201	-	-	-	1,642,201
6305 Sanitary Landfill	6,107,191	-	-	-	6,107,191
6307 Industrial Collection	1,386,673	-	-	-	1,386,673
6308 Waste Reduction	649,507	-	-	-	649,507
Total Solid Waste	16,239,312	-	-	-	16,239,312
Operation Services - Parks					
6201 Parks Maintenance (Operating)	2,771,240	2,355,554	415,686	-	-
6201 Parks Maintenance (560000)	40,000	40,000	-	-	-
6201 Parks Maintenance (Capital)	-	-	-	-	-
6202 Oak Cemetery	227,531	227,531	-	-	-
6204 Community Centers	249,172	249,172	-	-	-
6205 Aquatics	221,873	221,873	-	-	-
6206 Riverfront/Downtown Maintenance	621,167	621,167	-	-	-
6208 1/8% Sales Tax	7,504,750	-	-	-	-
Total Parks and Community Services	11,635,733	3,715,297	415,686	-	-
Operation Services - Transit					
01016550 Transit	4,718,427	4,718,427	-	-	-
Total Transit	4,718,427	4,718,427	-	-	-
Health					
6101 Health	244,840	244,840	-	-	-
Total Health	244,840	244,840	-	-	-
Non-Departmental					
11130180 Convention & Visitors Bureau	-	-	-	-	-
6600 Non-Departmental	12,030,627	5,629,540	-	100,000	6,301,087
Total Non-Departmental*	12,030,627	5,629,540	-	100,000	6,301,087
Total*	194,570,144	61,829,245	11,431,080	76,900,536	25,944,049

Note*- Variance in totals is due to allocation to funds other than the four budgeted operating funds.

Distribution of Appropriations to the Operating Funds
FY25 Amended

	Total Funds	General Fund	Street Maintenance Fund	Water & Sewer Operating Fund	Solid Waste Operating Fund
Policy & Administrative Services					
4100 Mayor	160,365	64,146	8,018	54,524	14,433
4100 Mayor (Non Allocation Accounts)	215,900	215,900			
4101 Board of Directors	285,890	80,049	22,871	105,779	51,460
4101 Board of Directors (Salary Increase)	51,241	51,241	-	-	-
4102 City Administrator	1,469,692	264,545	117,575	690,755	293,938
4201 District Court	2,106,049	2,106,049	-	-	-
4202 City Prosecutor	268,929	268,929	-	-	-
4203 Public Defender	92,500	92,500	-	-	-
4204 City Attorney	369,000	184,500	92,250	-	92,250
4205 RISE Court	20,200	20,200	-	-	-
4206 District Court - State Division	62,391	62,391	-	-	-
4207 District Court - DWI Court	55,700	55,700	-	-	-
4208 CBID	383,392	-	-	-	-
4405 Internal Auditor	548,860	109,772	27,443	246,987	109,772
Total Policy and Administration Services Division*	6,090,109	3,575,922	268,158	1,098,046	561,853
Management Services					
4104 Human Resources	860,906	301,317	86,091	301,317	129,136
4105 City Clerk	415,211	116,259	33,217	153,628	74,738
4301 Finance	1,751,168	315,210	175,117	735,490	262,675
4306 Purchasing	341,345	102,404	40,961	126,298	51,202
4401 Information & Technology Svcs	9,149,418	3,385,285	914,942	2,744,825	1,372,413
4407 Communications	413,573	74,443	33,086	194,379	82,715
4408 Community Mobility	196,886	196,886	-	-	-
4501 Sustainability	1,668,577	1,668,577	-	-	-
4503 Facilities Maintenance	1,603,850	379,085	68,868	868,780	132,830
5520 Citizens Service	2,385,479	47,710	119,274	1,789,109	405,531
5520 Citizens Service - CC Fees	228,000	228,000			
6921 Public Parking Deck	201,644	-	-	-	-
Total Management Services Division*	19,216,057	6,815,176	1,471,555	6,913,827	2,511,239
Development Services					
4103 Engineering	1,797,172	35,943	89,859	143,774	-
4106 Planning & Zoning	1,020,226	663,147	-	204,045	-
4107 Community Development	488,833	-	-	-	-
4108 Building Safety	1,374,577	1,374,577	-	-	-
6900 Neighborhood Services	1,206,408	-	-	-	-
Total Development Services Division*	5,887,216	2,073,667	89,859	347,819	-

Note*- Variance in totals is due to allocation to funds other than the four budgeted operating funds.

Distribution of Appropriations to the Operating Funds
FY25 Amended

	Total Funds	General Fund	Street Maintenance Fund	Water & Sewer Operating Fund	Solid Waste Operating Fund
Police Services					
4701 Administration	3,414,647	3,414,647	-	-	-
4702 Support Services	3,387,683	3,387,683	-	-	-
4703 Investigations	3,230,265	3,230,265	-	-	-
4704 Field Operations	7,122,962	7,122,962	-	-	-
4705 Special Operations	1,835,739	1,835,739	-	-	-
4706 Airport Services	266,782	266,782	-	-	-
4707 Animal Services	1,653,764	1,653,764	-	-	-
4708 Communications	2,084,685	2,084,685	-	-	-
11076900 Police Grant	-	-	-	-	-
6920 Parking Enforcement	-	-	-	-	-
47091120 1/8% Sales Tax	2,782,670	-	-	-	-
1112 River Valley Communications Center	615,010	-	-	-	-
Total Police Services Division*	26,394,206	22,996,526	-	-	-
Fire Services					
4801 Administration	1,496,773	1,496,773	-	-	-
4802 Suppression	14,245,955	14,245,955	-	-	-
4803 1/8% Sales Tax	2,993,181	-	-	-	-
4804 Training	400,159	400,159	-	-	-
Total Fire Services Division	19,136,067	16,142,886	-	-	-
Operation Services					
Streets & Traffic Control					
5101 Administration	803,204	-	803,204	-	-
5302 Heavy Construction	1,370,616	-	1,370,616	-	-
5303 Street Drainage	1,881,743	-	1,881,743	-	-
5304 Street Maintenance	1,688,087	-	1,688,087	-	-
5305 Sidewalk Construction	1,105,254	-	1,105,254	-	-
5401 Traffic Control	1,549,086	-	1,549,086	-	-
5403 Street Lighting	1,400,000	-	1,400,000	-	-
Total Streets and Traffic Control	9,797,990	-	9,797,990	-	-
Operation Services - Water & Sewer					
5501 Utility Administration	2,202,507	-	-	2,202,507	-
5521 Business Operations	1,486,185	-	-	1,486,185	-
5522 Communications & Training	603,400	-	-	603,400	-
5523 Engineering & Tech	2,669,035	-	-	2,669,035	-
5524 Technology	659,563	-	-	659,563	-
55560400 Water Treatment	10,220,847	-	-	10,220,847	-
5590 Non-Capital Projects	1,541,563	-	-	1,541,563	-
56560300 Water Reclamation	7,776,745	-	-	7,776,745	-
5610 Water Line Maintenance	9,452,972	-	-	9,452,972	-
5611 Water Reclamation Maint	4,455,032	-	-	4,455,032	-
5618 Debt Service	19,640,384	-	-	19,640,384	-
5625 Environmental Quality	2,366,658	-	-	2,366,658	-
5626 Easement, Building, Station Maintenance	5,551,427	-	-	5,551,427	-
Total Water and Sewer	68,626,317	-	-	68,626,317	-

Note*- Variance in totals is due to allocation to funds other than the four budgeted operating funds.

Distribution of Appropriations to the Operating Funds
FY25 Amended

	Total Funds	General Fund	Street Maintenance Fund	Water & Sewer Operating Fund	Solid Waste Operating Fund
Operation Services - Solid Waste					
6301 Administration	1,276,411	-	-	-	1,276,411
6302 Residential Collections	3,516,908	-	-	-	3,516,908
6303 Commercial Collections	1,613,790	-	-	-	1,613,790
6304 Fleets & Grounds Maintenance	1,623,327	-	-	-	1,623,327
6305 Sanitary Landfill	6,134,399	-	-	-	6,134,399
6307 Industrial Collection	1,386,713	-	-	-	1,386,713
6308 Waste Reduction	590,962	-	-	-	590,962
Total Solid Waste	16,142,510	-	-	-	16,142,510
Operation Services - Parks					
6201 Parks Maintenance (Operating)	2,809,540	2,388,109	421,431	-	-
6201 Parks Maintenance (560000)	40,000	40,000	-	-	-
6201 Parks Maintenance (Capital)	-	-	-	-	-
6202 Oak Cemetery	389,217	389,217	-	-	-
6204 Community Centers	226,650	226,650	-	-	-
6205 Aquatics	221,576	221,576	-	-	-
6206 Riverfront/Downtown Maintenance	844,391	844,391	-	-	-
6208 1/8% Sales Tax	10,989,152	-	-	-	-
Total Parks and Community Services	15,520,526	4,109,942	421,431	-	-
Operation Services - Transit					
01016550 Transit	7,958,651	7,958,651	-	-	-
Total Transit	7,958,651	7,958,651	-	-	-
Operation Services - Miss Laura's					
11140101 Miss Laura's	674,655	674,655	-	-	-
Total Miss Laura's	674,655	674,655	-	-	-
Health					
6101 Health	244,969	244,969	-	-	-
Total Health	244,969	244,969	-	-	-
Non-Departmental					
11130180 Convention & Visitors Bureau	-	-	-	-	-
6600 Non-Departmental	20,145,153	13,744,066	-	100,000	6,301,087
Total Non-Departmental*	20,145,153	13,744,066	-	100,000	6,301,087
Total*	215,834,425	78,336,461	12,048,992	77,086,008	25,516,690

Note*- Variance in totals is due to allocation to funds other than the four budgeted operating funds.

Distribution of Appropriations to the Operating Funds
FY25 Projected

	Total Funds	General Fund	Street Maintenance Fund	Water & Sewer Operating Fund	Solid Waste Operating Fund
Policy & Administrative Services					
4100 Mayor	157,197	62,879	7,860	53,447	14,148
4100 Mayor (Non Allocation Accounts)	243,750	243,750			
4101 Board of Directors	233,718	65,441	18,697	86,476	42,069
4101 Board of Directors (Salary Increase)	51,241	51,241	-	-	-
4102 City Administrator	1,381,192	248,615	110,495	649,160	276,238
4201 District Court	1,980,672	1,980,672	-	-	-
4202 City Prosecutor	257,728	257,728	-	-	-
4203 Public Defender	92,500	92,500	-	-	-
4204 City Attorney	403,342	201,671	100,836	-	100,836
4205 RISE Court	20,200	20,200	-	-	-
4206 District Court - State Division	60,038	60,038	-	-	-
4207 District Court - DWI Court	55,700	55,700	-	-	-
4208 CBID	212,062	-	-	-	-
4405 Internal Auditor	401,784	80,357	20,089	180,803	80,357
Total Policy and Administration Services Division*	5,551,124	3,420,791	257,977	969,886	513,648
Management Services					
4104 Human Resources	779,169	272,709	77,917	272,709	116,875
4105 City Clerk	404,228	113,184	32,338	149,564	72,761
4301 Finance	1,700,566	306,102	170,057	714,238	255,085
4306 Purchasing	177,269	53,181	21,272	65,590	26,590
4401 Information & Technology Svcs	8,632,434	3,194,001	863,243	2,589,730	1,294,865
4407 Communications	414,138	74,545	33,131	194,645	82,828
4408 Community Mobility	184,433	184,433	-	-	-
4501 Sustainability	1,656,557	1,656,557	-	-	-
4503 Facilities Maintenance	1,534,849	362,776	65,905	831,403	127,115
5520 Citizens Service	2,273,101	45,462	113,655	1,704,826	386,427
5520 Citizens Service - CC Fees	225,000	225,000			
6921 Public Parking Deck	173,500	-	-	-	-
Total Management Services Division*	18,155,243	6,487,949	1,377,519	6,522,704	2,362,547
Development Services					
4103 Engineering	1,442,339	28,847	72,117	115,387	-
4106 Planning & Zoning	994,978	646,735	-	198,996	-
4107 Community Development	460,393	-	-	-	-
4108 Building Safety	1,244,773	1,244,773	-	-	-
6900 Neighborhood Services	1,238,999	-	-	-	-
Total Development Services Division*	5,381,482	1,920,355	72,117	314,383	-

Note*- Variance in totals is due to allocation to funds other then the four budgeted operating funds.

Distribution of Appropriations to the Operating Funds
FY25 Projected

	Total Funds	General Fund	Street Maintenance Fund	Water & Sewer Operating Fund	Solid Waste Operating Fund
Police Services					
4701 Administration	3,437,578	3,437,578	-	-	-
4702 Support Services	3,141,968	3,141,968	-	-	-
4703 Investigations	2,824,129	2,824,129	-	-	-
4704 Field Operations	7,075,533	7,075,533	-	-	-
4705 Special Operations	1,635,813	1,635,813	-	-	-
4706 Airport Services	199,775	199,775	-	-	-
4707 Animal Services	1,569,231	1,569,231	-	-	-
4708 Communications	1,673,173	1,673,173	-	-	-
11076900 Police Grant	-	-	-	-	-
6920 Parking Enforcement	-	-	-	-	-
47091120 1/8% Sales Tax	2,487,574	-	-	-	-
1112 River Valley Communications Center	628,460	-	-	-	-
Total Police Services Division*	24,673,234	21,557,199	-	-	-
Fire Services					
4801 Administration	1,464,451	1,464,451	-	-	-
4802 Suppression	14,394,916	14,394,916	-	-	-
4803 1/8% Sales Tax	3,066,770	-	-	-	-
4804 Training	395,505	395,505	-	-	-
Total Fire Services Division	19,321,641	16,254,872	-	-	-
Operation Services					
Streets & Traffic Control					
5101 Administration	989,280	-	989,280	-	-
5302 Heavy Construction	1,505,787	-	1,505,787	-	-
5303 Street Drainage	1,805,827	-	1,805,827	-	-
5304 Street Maintenance	1,725,801	-	1,725,801	-	-
5305 Sidewalk Construction	1,184,615	-	1,184,615	-	-
5401 Traffic Control	1,682,553	-	1,682,553	-	-
5403 Street Lighting	1,400,000	-	1,400,000	-	-
Total Streets and Traffic Control	10,293,862	-	10,293,862	-	-
Operation Services - Water & Sewer					
5501 Utility Administration	1,979,881	-	-	1,979,881	-
5521 Business Operations	1,512,163	-	-	1,512,163	-
5522 Communications & Training	629,409	-	-	629,409	-
5523 Engineering	2,232,431	-	-	2,232,431	-
5524 Technology	604,150	-	-	604,150	-
55560400 Water Treatment	10,364,097	-	-	10,364,097	-
5590 Non-Capital Projects	687,500	-	-	687,500	-
56560300 Water Reclamation	7,641,768	-	-	7,641,768	-
5610 Water Line Maintenance	8,219,777	-	-	8,219,777	-
5611 Water Reclamation Maint	4,545,455	-	-	4,545,455	-
5618 Debt Service	19,640,384	-	-	19,640,384	-
5625 Environmental Quality	2,420,962	-	-	2,420,962	-
5626 Easement, Building, Station Maintenance	5,527,534	-	-	5,527,534	-
Total Water and Sewer	66,005,511	-	-	66,005,511	-

Note*- Variance in totals is due to allocation to funds other than the four budgeted operating funds.

Distribution of Appropriations to the Operating Funds
FY25 Projected

	Total Funds	General Fund	Street Maintenance Fund	Water & Sewer Operating Fund	Solid Waste Operating Fund
Operation Services - Solid Waste					
6301 Administration	1,200,684	-	-	-	1,200,684
6302 Residential Collections	3,454,501	-	-	-	3,454,501
6303 Commercial Collections	1,594,854	-	-	-	1,594,854
6304 Fleets & Grounds Maintenance	1,594,675	-	-	-	1,594,675
6305 Sanitary Landfill	6,220,323	-	-	-	6,220,323
6307 Industrial Collection	1,376,208	-	-	-	1,376,208
6308 Waste Reduction	592,837	-	-	-	592,837
Total Solid Waste	16,034,082	-	-	-	16,034,082
Operation Services - Parks					
6201 Parks Maintenance (Operating)	2,734,895	2,324,661	410,234	-	-
6201 Parks Maintenance (560000)	40,000	40,000	-	-	-
6201 Parks Maintenance (Capital)	-	-	-	-	-
6202 Oak Cemetery	345,680	345,680	-	-	-
6204 Community Centers	182,485	182,485	-	-	-
6205 Aquatics	207,743	207,743	-	-	-
6206 Riverfront/Downtown Maintenance	736,574	736,574	-	-	-
6208 1/8% Sales Tax	10,984,957	-	-	-	-
Total Parks and Community Services	15,232,334	3,837,143	410,234	-	-
Operation Services - Transit					
01016550 Transit	8,023,944	8,023,944	-	-	-
Total Transit	8,023,944	8,023,944	-	-	-
Operation Services - Miss Laura's					
11140101 Miss Laura's	690,300	690,300	-	-	-
Total Miss Laura's	690,300	690,300	-	-	-
Health					
6101 Health	244,969	244,969	-	-	-
Total Health	244,969	244,969	-	-	-
Non-Departmental					
11130180 Convention & Visitors Bureau	-	-	-	-	-
6600 Non-Departmental	19,677,913	13,276,826	-	100,000	6,301,087
Total Non-Departmental*	19,677,913	13,276,826	-	100,000	6,301,087
Total*	209,285,640	75,714,349	12,411,709	73,912,484	25,211,363

Note*- Variance in totals is due to allocation to funds other then the four budgeted operating funds.

Distribution of Appropriations to the Operating Funds
FY26 Budget

	Total Funds	General Fund	Street Maintenance Fund	Water & Sewer Operating Fund	Solid Waste Operating Fund
Policy & Administrative Services					
4100 Mayor	168,463	67,385	8,423	57,277	15,162
4100 Mayor (Non Allocation Accounts)	210,750	210,750			
4101 Board of Directors	196,220	54,942	15,698	72,601	35,320
4101 Board of Directors (Salary Increase & Other Accounts)	51,241	51,241	-	-	-
4102 City Administrator	1,563,935	281,508	125,115	735,049	312,787
4201 District Court	2,004,759	2,004,759	-	-	-
4202 City Prosecutor	259,559	259,559	-	-	-
4203 Public Defender	92,500	92,500	-	-	-
4204 City Attorney	460,000	230,000	115,000	-	115,000
4205 RISE Court	37,700	37,700	-	-	-
4206 District Court - State Division	62,418	62,418	-	-	-
4207 District Court - DWI Court	72,700	72,700	-	-	-
4208 CBID	377,110	-	-	-	-
4405 Internal Auditor	621,125	124,225	31,056	279,506	124,225
Total Policy and Administration Services Division*	6,178,480	3,549,687	295,292	1,144,435	602,493
Management Services					
4104 Human Resources	866,585	303,305	86,659	303,305	129,988
4105 City Clerk	454,556	127,276	36,364	168,186	81,820
4301 Finance	1,927,353	346,924	192,735	809,488	289,103
4306 Purchasing	288,182	86,455	34,582	106,627	43,227
4401 Information & Technology Svcs	8,524,780	3,154,169	852,478	2,557,434	1,278,717
4407 Communications	608,442	109,520	48,675	285,968	121,688
4408 Community Mobility	154,444	154,444	-	-	-
4501 Sustainability	891,118	891,118	-	-	-
4503 Facilities Maintenance	1,780,825	420,915	76,467	964,644	147,487
5520 Citizens Service	2,578,334	51,567	128,917	1,933,751	438,317
5520 Citizens Service - CC Fees	10,000	10,000			
6921 Public Parking Deck	366,835	-	-	-	-
Total Management Services Division*	18,451,454	5,655,690	1,456,877	7,129,402	2,530,347
Development Services					
4103 Engineering	2,040,216	40,804	102,011	163,217	-
4106 Planning & Zoning	1,106,689	719,348	-	221,338	-
4107 Community Development	414,023	-	-	-	-
4108 Building Safety	1,427,162	1,427,162	-	-	-
6900 Neighborhood Services	1,333,534	-	-	-	-
Total Development Services Division*	6,321,624	2,187,314	102,011	384,555	-

Note*- Variance in totals is due to allocation to funds other than the four budgeted operating funds.

Distribution of Appropriations to the Operating Funds
FY26 Budget

	Total Funds	General Fund	Street Maintenance Fund	Water & Sewer Operating Fund	Solid Waste Operating Fund
Police Services					
4701 Administration	4,682,278	4,682,278	-	-	-
4702 Support Services	4,207,386	4,207,386	-	-	-
4703 Investigations	3,751,618	3,751,618	-	-	-
4704 Field Operations	7,690,724	7,690,724	-	-	-
4705 Special Operations	2,044,373	2,044,373	-	-	-
4706 Airport Services	276,453	276,453	-	-	-
4707 Animal Services	1,503,289	1,503,289	-	-	-
4708 Communications	-	-	-	-	-
11076900 Police Grant	-	-	-	-	-
6920 Parking Enforcement	-	-	-	-	-
47091120 1/8% Sales Tax	1,190,082	-	-	-	-
1112 River Valley Communications Center	3,799,131	-	-	-	-
Total Police Services Division*	29,145,333	24,156,121	-	-	-
Fire Services					
4801 Administration	1,567,703	1,567,703	-	-	-
4802 Suppression	13,864,241	13,864,241	-	-	-
4803 1/8% Sales Tax	3,114,150	-	-	-	-
4804 Training	467,171	467,171	-	-	-
Total Fire Services Division	19,013,265	15,899,115	-	-	-
Operation Services					
Streets & Traffic Control					
5101 Administration	923,905	-	923,905	-	-
5302 Heavy Construction	902,707	-	902,707	-	-
5303 Street Drainage	2,035,545	-	2,035,545	-	-
5304 Street Maintenance	1,557,913	-	1,557,913	-	-
5305 Sidewalk Construction	1,640,182	-	1,640,182	-	-
5401 Traffic Control	1,775,271	-	1,775,271	-	-
5403 Street Lighting	1,400,000	-	1,400,000	-	-
Total Streets and Traffic Control	10,235,523	-	10,235,523	-	-
Operation Services - Water & Sewer					
5501 Utility Administration	2,217,034	-	-	2,217,034	-
5521 Business Operations	1,578,057	-	-	1,578,057	-
5522 Communications & Training	628,421	-	-	628,421	-
5523 Engineering	2,809,518	-	-	2,809,518	-
5524 Technology	685,575	-	-	685,575	-
55560400 Water Treatment	14,647,349	-	-	14,647,349	-
5590 Non-Capital Projects	1,177,500	-	-	1,177,500	-
56560300 Water Reclamation	7,733,964	-	-	7,733,964	-
5610 Water Line Maintenance	9,243,806	-	-	9,243,806	-
5611 Water Reclamation Maint	5,931,638	-	-	5,931,638	-
5618 Debt Service	19,672,950	-	-	19,672,950	-
5625 Environmental Quality	2,484,836	-	-	2,484,836	-
5626 Easement, Building, Station Maintenance	7,285,348	-	-	7,285,348	-
Total Water and Sewer	76,095,993	-	-	76,095,993	-

Note*- Variance in totals is due to allocation to funds other than the four budgeted operating funds.

Distribution of Appropriations to the Operating Funds
FY26 Budget

	Total Funds	General Fund	Street Maintenance Fund	Water & Sewer Operating Fund	Solid Waste Operating Fund
Operation Services - Solid Waste					
6301 Administration	1,239,872	-	-	-	1,239,872
6302 Residential Collections	3,675,251	-	-	-	3,675,251
6303 Commercial Collections	1,713,619	-	-	-	1,713,619
6304 Fleets & Grounds Maintenance	1,725,868	-	-	-	1,725,868
6305 Sanitary Landfill	6,133,623	-	-	-	6,133,623
6307 Industrial Collection	1,394,147	-	-	-	1,394,147
6308 Waste Reduction	868,203	-	-	-	868,203
Total Solid Waste	16,750,583	-	-	-	16,750,583
Operation Services - Parks					
6201 Parks Maintenance (Operating)	2,485,397	2,112,587	372,810	-	-
6201 Parks Maintenance (560000)	40,000	40,000	-	-	-
6201 Parks Maintenance (Capital)	247,000	247,000	-	-	-
6202 Oak Cemetery	279,989	279,989	-	-	-
6204 Community Centers	205,636	205,636	-	-	-
6205 Aquatics	225,261	225,261	-	-	-
6206 Riverfront/Downtown Maintenance	592,352	592,352	-	-	-
6208 1/8% Sales Tax	7,504,750	-	-	-	-
Total Parks and Community Services	11,580,385	3,702,825	372,810	-	-
Operation Services - Transit					
01016550 Transit	4,665,891	4,665,891	-	-	-
Total Transit	4,665,891	4,665,891	-	-	-
Operation Services - Miss Laura's					
11140101 Miss Laura's	280,388	280,388	-	-	-
Total Miss Laura's	280,388	280,388	-	-	-
Health					
6101 Health	251,874	251,874	-	-	-
Total Health	251,874	251,874	-	-	-
Non-Departmental					
11130180 Convention & Visitors Bureau	-	-	-	-	-
6600 Non-Departmental	12,036,661	4,501,150	-	100,000	7,435,511
Total Non-Departmental*	12,036,661	4,501,150	-	100,000	7,435,511
Total*	211,007,454	64,850,056	12,462,512	84,854,385	27,318,934

Note*- Variance in totals is due to allocation to funds other than the four budgeted operating funds.

**Distribution of NEW CAPITAL OUTLAY REQUESTS to the Operating Funds
FY26 Budget**

	Priority	Total Funds	General Fund	Street Maintenance Fund	Water & Sewer Operating Fund	Solid Waste Operating Fund
Management Services						
4401 Information & Technology Svcs		-	-	-	-	-
-City Hall Fiber Installation		50,000	18,500	5,000	15,000	7,500
4501 City Services		-	-	-	-	-
-Energy Savings Performance Contract (ESPC)		69,000	69,000	-	-	-
4503 Facilities Maintenance		-	-	-	-	-
-Utility Van		51,200	12,102	2,198	27,734	4,240
-LED Retrofit/Changeout		175,000	41,363	7,514	94,795	14,493
4504/5520 Citizen Services		-	-	-	-	-
-1/2T Crew Cab Short Bed Truck		36,800	736	1,840	27,600	6,256
-1/2T 4x4 Crew Cab Short Bed Truck		47,200	944	2,360	35,400	8,024
6921 Public Parking Deck		-	-	-	-	-
-Parking Garage Elevator Modernization		165,000	-	-	-	-
Total Management Services Division		594,200	142,645	18,913	200,529	40,514
Development Services						
4108 Building Safety		-	-	-	-	-
-1/2 Ton Pickup (RPLC)		40,000	40,000	-	-	-
6900 Neighborhood Services		-	-	-	-	-
-1/2 Ton Pickup (For New Position if approved)		30,000	-	-	-	-
Total Development Services Division		70,000	40,000	-	-	-
Police Services						
4701 Administration		-	-	-	-	-
-Regional Training Facility		1,250,000	1,250,000	-	-	-
4702 Support Services		-	-	-	-	-
-EMS Upgrade		143,000	143,000	-	-	-
-Axon Equipment, Replacement, and Technical Support		727,284	727,284	-	-	-
4703 Investigations		-	-	-	-	-
4704 Patrol		-	-	-	-	-
4705 Radio Comms		-	-	-	-	-
4706 Airport Services		-	-	-	-	-
4707 Animal Services		-	-	-	-	-
4708 Communications		-	-	-	-	-
4709 1/8% Sales Tax		-	-	-	-	-
11076900 Police Grant		-	-	-	-	-
6920 Parking Enforcement		-	-	-	-	-
Total Police Services Division		2,120,284	2,120,284	-	-	-
Fire Services						
4802 Suppression		-	-	-	-	-
-1/2 Truck (Replacement)		60,000	60,000	-	-	-
-1/2 Truck (Replacement)		60,000	60,000	-	-	-
-SUV (Replacement)		60,000	60,000	-	-	-
-SUV (Replacement)		60,000	60,000	-	-	-
-Zodiac Boat & Trailer (Replacement)		45,000	45,000	-	-	-
-Forklift (New)		60,000	60,000	-	-	-
-2 Post Lift (New)		25,000	25,000	-	-	-
-Generator (New)		125,000	125,000	-	-	-
4803 1/8% Sales Tax		-	-	-	-	-
-Payment for Pumper 5 and Pumper 10 Remodel		582,000	-	-	-	-

**Distribution of NEW CAPITAL OUTLAY REQUESTS to the Operating Funds
FY26 Budget**

	Priority	Total Funds	General Fund	Street Maintenance Fund	Water & Sewer Operating Fund	Solid Waste Operating Fund
Total Fire Services Division		1,077,000	495,000	-	-	-
Operation Services						
Streets & Traffic Control						
5101 Administration		-	-	-	-	-
-Engineering Services		50,000	-	50,000	-	-
5303 Street Drainage		-	-	-	-	-
-3/4 Ton 4wd Truck w/Utility Bed (CIP)		75,000	-	75,000	-	-
-3/4 Ton 4wd Truck w/Utility Bed (CIP)		75,000	-	75,000	-	-
-1 1/2 Ton Flatbed Dump Truck (CIP)		115,000	-	115,000	-	-
5304 Street Maintenance		-	-	-	-	-
-1/2 4wd truck (CIP)		55,000	-	55,000	-	-
-2 Ton Dump Truck (CIP)		140,000	-	140,000	-	-
5305 Sidewalk Construction		-	-	-	-	-
-1 1/2 Ton 4wd Flatbed Dump Truck (CIP)		115,000	-	115,000	-	-
-1 1/2 Ton 4wd Flatbed Dump Truck (CIP)		115,000	-	115,000	-	-
-2 Ton Dump Truck w/Snow Plow (CIP)		275,000	-	275,000	-	-
5401 Traffic Control		-	-	-	-	-
-1/2 Ton Pickup (CIP)		55,000	-	55,000	-	-
-1/2 Ton Pickup (CIP)		55,000	-	55,000	-	-
-3/4 Ton 4wd w/Utility Bed (CIP)		75,000	-	75,000	-	-
Total Streets and Traffic Control		1,200,000	-	1,200,000	-	-
Operation Services - Water & Sewer						
5522 Communications & Training		-	-	-	-	-
-2wd 8-Passenger SUV (RPLC)		41,020	-	-	41,020	-
5523 Engineering & Tech		-	-	-	-	-
-1/2 Ton Full Size 4wd Crew Cab Truck (RPLC)		48,620	-	-	48,620	-
-1/2 Ton Full Size 4wd Crew Cab Truck (RPLC)		48,620	-	-	48,620	-
-1/2 Ton Full Size 4wd Crew Cab Truck (RPLC)		48,620	-	-	48,620	-
-1/2 Ton Full Size 4wd Crew Cab Truck (RPLC)		48,620	-	-	48,620	-
-Ford Explorer 7 Passenger SUV (RPLC)		44,850	-	-	44,850	-
56560300 Sewer Treatment		-	-	-	-	-
-Dump Truck (RPLC)		160,000	-	-	160,000	-
-4-Door Large Sedan (RPLC)		28,640	-	-	28,640	-
-Kubota L4060 Tractor w/Loader (RPLC)		45,000	-	-	45,000	-
55560400 Water Treatment		-	-	-	-	-
-1/2 Ton 4wd Ext Cab (RPLC)		44,500	-	-	44,500	-
-1/2 Ton 4wd Ext Cab (RPLC)		44,500	-	-	44,500	-
-Lee Creek Hydroelectric Work		3,000,000	-	-	3,000,000	-
-Safety Catwalk		120,000	-	-	120,000	-

Distribution of NEW CAPITAL OUTLAY REQUESTS to the Operating Funds
FY26 Budget

	Priority	Total Funds	General Fund	Street Maintenance Fund	Water & Sewer Operating Fund	Solid Waste Operating Fund
5610 Water Line Maintenance			-	-	-	-
-1/2 Ton 4wd Crew Cab Truck (RPLC)		44,200	-	-	44,200	-
-2wd 5-Passenger SUV (RPLC)		41,500	-	-	41,500	-
-1/2 Ton Full Size Ford F150 Reg Cab (NEW)		35,450	-	-	35,450	-
-Ram 3500 4wd Reg Cab WT w/Service Body (RPLC)		85,164	-	-	85,164	-
-Single Axle Dump Truck w/10ft Dump Bed (RPLC)		138,428	-	-	138,428	-
-Caterpillar 305 Track Excavator (RPLC)		91,202	-	-	91,202	-
5611 Sewer Line Maintenance			-	-	-	-
-Freightliner M2-106 w/Sewer Cleaner or Equiv (RPLC)		553,193	-	-	553,193	-
-Crew Cab Service Truck w/Enclosed		94,689	-	-	94,689	-
-Ford E450 Cutaway w/Camera Inspec Equip (RPLC)		409,690	-	-	409,690	-
-CAT 308E Excavator (RPLC)		136,050	-	-	136,050	-
-CCTV add. cameras & transporters		36,592	-	-	36,592	-
-Octagon Trench Box		28,751	-	-	28,751	-
-Stackable Trench Shield		54,125	-	-	54,125	-
5625 Environmental Quality			-	-	-	-
-1/2 Ton Reg Cab 4wd Truck		42,241	-	-	42,241	-
5626 Easement, Building, and Station Maintenance			-	-	-	-
-1 Ton 2wd Chassiss Cab w/Service Bed (RPLC)		65,000	-	-	65,000	-
-1/2 Ton 2wd Truck		35,450	-	-	35,450	-
-1 Ton 2wd Chassiss Cab w/Service Bed (RPLC)		65,000	-	-	65,000	-
-1 Ton 2wd Chassiss Cab w/Service Bed (RPLC)		65,000	-	-	65,000	-
-1 Ton 2wd Chassiss Cab w/Service Bed (RPLC)		65,000	-	-	65,000	-
-Country Club Elevated Tank Rehab		750,000	-	-	750,000	-
Total Water and Sewer		6,559,716	-	-	5,809,716	-
Operation Services - Solid Waste						
6301 Administration		-	-	-	-	-
-Scalehouse Software (RPLC)		70,000	-	-	-	70,000
6302 Residential Collections		-	-	-	-	-
-Refuse Carts (RPLC)		250,000	-	-	-	250,000
6303 Commercial Collections		-	-	-	-	-
-Truck Routing Software		49,400	-	-	-	49,400
-Commercial Containers		75,000	-	-	-	75,000
-Front Load Containers		150,000	-	-	-	150,000
6304 Fleets & Grounds Maintenance						
6305 Sanitary Landfill		-	-	-	-	-
6307 Industrial Collection		-	-	-	-	-
-Truck Routing Software		49,400	-	-	-	49,400
Total Solid Waste		643,800	-	-	-	643,800

Distribution of NEW CAPITAL OUTLAY REQUESTS to the Operating Funds
FY26 Budget

	Priority	Total Funds	General Fund	Street Maintenance Fund	Water & Sewer Operating Fund	Solid Waste Operating Fund
Operation Services - Parks						
6201 Parks Maintenance (Capital Outlay)		-	-	-	-	-
-4wd Reg Cab Work Truck (RPLC)		70,000	70,000	-	-	-
-3/4 Ton 4wd Crew Cab Truck 2x (RPLC)		130,000				
-72" Kubota Mower (Replacement)		24,000	24,000	-	-	-
-60" Kubota Zero Turn Mower (RPLC)		23,000	23,000	-	-	-
6202 Oak Cemetery		-	-	-	-	-
-1 Ton 4wd w/E-Tipper		80,000	80,000	-	-	-
Total Parks and Community Services		327,000	197,000	-	-	-
Operation Services - Transit						
01016550 Transit		-	-	-	-	-
-Fixed Route Bus (RPLC)		730,000	730,000	-	-	-
-Ram 5500 Service Truck (RPLC)		165,000	165,000	-	-	-
-Scheduling Software (Upgrade)		480,000	480,000	-	-	-
-ESPC Phase 2 Lighting		24,000	24,000	-	-	-
**Total Transit		1,399,000	1,399,000	-	-	-
Total		\$ 13,991,000	\$ 4,393,929	\$ 1,218,913	\$ 6,010,245	\$ 684,314