



AGENDA
LAWTON YOUTH SPORTS TRUST AUTHORITY
REGULAR MEETING
LAWTON CITY HALL- 212 SW 9th STREET, LAWTON, OKLAHOMA
3rd FLOOR CONFERENCE ROOM
THURSDAY, JUNE 8, 2023– 2:00PM

AGENDA

I. CALL TO ORDER/ ROLL CALL

II. ADMINISTRATION OF CONSTITUTIONAL AND STATUTORY OATH(S) OF OFFICE FOR KELLY HARRIS AND MIKE COWAN

III.REPORTS:

- A. Programs Committee- Receive a report from Moini regarding the activities of the Program Committee.**
- B. Facilities Committee- Receive a report from Chairman Henry regarding the activities of the Facilities Committee.**
- C. Parks & Recreation- Receive a report from the City of Lawton Parks & Rec Division.**
- D. Eastern Sports Management- Receive a report from Eastern Sports Management.**
- E. Finance Report – Consider approving the Treasurer Report from Hatch, Croke, and Associates as well as corresponding financial statement(s) from Eastern Sports Management.**

IV.BUSINESS ITEMS:

- A. Consider approving the minutes of the May 11, 2023 meeting.**
- B. Consider approving a Lease Agreement between the City of Lawton and the Lawton Youth Sports Trust Authority for the use of facilities at Eastside Park, McMahon Park and Miracle Field, and recommend to the City Council approval of said Lease.**
- C. Consider approving a Sublease Agreement between the City of Lawton and the Lawton Youth Sports Trust Authority for the use of facilities at**

"The City of Lawton encourages participation from all of its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at (580) 581-3305 at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if interpreters for the deaf (signing) is not the necessary accommodation."

Ahlschlager Park, and recommend to the City Council approval of said Lease.

- D. Consider approving the Scope of Work and Qualifications requirements to solicit bids for mowing and weed eating at Eastside Park, McMahon Park and Ahlschlager Park, allowing for amendments, and authorize the Chairman to release the bid qualification request.**
- E. Consider approving the proposed Play Lawton Field Rental Rates to become effective July 1, 2023.**

V. ADJOURNMENT

"The City of Lawton encourages participation from all of its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at (580) 581-3305 at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if interpreters for the deaf (signing) is not the necessary accommodation."

Financial Statements

**of
LAWTON YOUTH SPORTS TRUST AUTHORITY
For the Period Ended April 30, 2023**

See Accountant's Compilation Report



Hatch, Croke & Associates, P.C.

**417 SW C Avenue
Lawton, OK 73501**

***Certified Public Accountants
(580) 353-2122
Fax: (580) 353-2178***

To Board of Directors
LAWTON YOUTH SPORTS TRUST AUTHORITY
Lawton, Oklahoma

Management is responsible for the accompanying financial statements of LAWTON YOUTH SPORTS TRUST AUTHORITY (an Oklahoma Public Trust), component unit of the City of Lawton, Oklahoma, which comprise the statement of net position as of April 30, 2023, and the related statement of revenue and expenses for the 1 month and 10 months ended April 30, 2023, and the related statement of cash flows for the 1 months and 10 months ended April 30, 2023 in accordance with accounting principles generally accepted in the United States of America. We have performed compilation engagements in accordance with the Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Accounting principles generally accepted in the United States of America require that fixed assets with a useful life of more than a year be capitalized and depreciated over their estimated useful life. Management has elected to expense current year asset acquisitions which is not consistent with generally accepted accounting principles. Management has not determined the effect of this departure on the financial statements.

Management has elected to omit substantially all the disclosures, management discussion and analysis (MD&A), statement of changes in net assets, and required supplementary information required by accounting principles generally accepted in the United States of America. If the omitted disclosures and statements were included in the financial statements, they might influence the user's conclusions about the Organization's net position, changes in net assets, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

Other Matters

While the financial statements are compiled in accordance with accounting principles generally accepted in the United States of America, their presentation is not.

We are not independent with respect to LAWTON YOUTH SPORTS TRUST AUTHORITY.

Hatch, Croke & Associates, P.C.

Hatch, Croke & Associates, P.C.
Lawton, Oklahoma
May 10, 2023

LAWTON YOUTH SPORTS TRUST AUTHORITY
Statement of Net Position
April 30, 2023

ASSETS

Current Assets

Cash - Arvest Operating	\$ 2,525.00
A/R - City of Lawton	23,132.01
A/R - City of Lawton - ARPA	<u>40,000.00</u>

Total Current Assets	\$	65,657.01
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Fixed Assets

Total Assets	\$	<u>65,657.01</u>
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LIABILITIES AND NET POSITION

Current Liabilities

Accounts Payable	\$ 48,000.00
Due to ESM Lawton, LLC	<u>28,147.46</u>

Total Current Liabilities	\$	76,147.46
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Long Term Liabilities

Net Position

Net Position - Restricted	1,800.00
Change in Net Position	<u>(12,290.45)</u>

Total Net Position		<u>(10,490.45)</u>
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Total Liabilities & Net Position	\$	<u>65,657.01</u>
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See Accountant's Compilation Report

LAWTON YOUTH SPORTS TRUST AUTHORITY
Statement of Revenues & Expenses - Operations
For the Period Ended April 30, 2023

	1 Month Ended Apr. 30, 2023	Pct	10 Months Ended Apr. 30, 2023	Pct
Revenue				
Grant Revenue - ARPA	\$ 40,000.00	100.00	\$ 40,000.00	100.00
Total Revenue	40,000.00	100.00	40,000.00	100.00
Cost of Sales				
Total Cost of Sales	0.00	0.00	0.00	0.00
Gross Profit	40,000.00	100.00	40,000.00	100.00
Operating Expenses				
Office Expense	0.00	0.00	155.33	0.39
Accounting Fees	500.00	1.25	2,225.00	5.56
Prof. Services - ARPA	40,000.00	100.00	40,000.00	100.00
Management Fees	7,500.00	18.75	100,000.00	250.00
Total Operating Expenses	48,000.00	120.00	142,380.33	355.95
Operating Income	(8,000.00)	(20.00)	(102,380.33)	(255.95)
Transfer to ESM	(12,290.45)	(30.73)	(86,152.26)	(215.38)
Transfers From COL	23,857.01	59.64	176,242.14	440.61
Total Other Income	11,566.56	28.92	90,089.88	225.22
Change in Net Position	\$ 3,566.56	8.92	\$ (12,290.45)	(30.73)

See Accountant's Compilation Report

LAWTON YOUTH SPORTS TRUST AUTHORITY
Statement of Cash Flows
For the Period Ended April 30, 2023
INCREASE (DECREASE) IN CASH OR CASH EQUIVALENTS

	<u>1 Month Ended</u> <u>Apr. 30, 2023</u>	<u>10 Months Ended</u> <u>Apr. 30, 2023</u>
Cash Flow from Operating Activities		
Change in Net Position	\$ 3,566.56	\$ (12,290.45)
Adjustments to Reconcile Cash Flow		
Decrease (Increase) in Current Assets		
A/R - City of Lawton	(51,980.44)	(63,132.01)
Increase (Decrease) in Current Liabilities		
Accounts Payable	40,000.00	48,000.00
Due to ESM Lawton, LLC	<u>8,413.88</u>	<u>28,147.46</u>
Total Adjustments	<u>(3,566.56)</u>	<u>13,015.45</u>
Cash Provided (Used) by Operations	0.00	725.00
Cash Flow From Investing Activities		
Sales (Purchases) of Assets		
Cash Flow From Financing Activities		
Cash (Used) or provided by:		
Net Increase (Decrease) in Cash	0.00	725.00
Cash at Beginning of Period	<u>2,525.00</u>	<u>1,800.00</u>
Cash at End of Period	\$ <u><u>2,525.00</u></u>	\$ <u><u>2,525.00</u></u>

See Accountant's Compilation Report

PLAY LAWTON

Monthly Financial Reports

April 2023

Prepared by

Eastern Sports Management
Amy Cinalli



ESM Lawton LLC

Profit and Loss

April 2023

	TOTAL
Income	
41000 Leagues	9,384.37
Total Income	\$9,384.37
Cost of Goods Sold	
50000 Cost of Goods	5,050.00
Total Cost of Goods Sold	\$5,050.00
GROSS PROFIT	\$4,334.37
Expenses	
60000 Administrative Expenses	7,166.09
61000 Facility Expenses	951.77
62000 Insurance Expense	568.65
64000 Marketing & Advertising	177.62
65000 Salaries and Wages	7,606.57
68000 Program Expenses	154.12
69000 Eastern Sports Management Fee	7,500.00
Total Expenses	\$24,124.82
NET OPERATING INCOME	\$ -19,790.45
Other Income	
90000 LYSA Operations Funding	19,790.45
Total Other Income	\$19,790.45
NET OTHER INCOME	\$19,790.45
NET INCOME	\$0.00

ESM Lawton LLC

Profit and Loss

April 2023

	TOTAL
Income	
41000 Leagues	
41200 Flag Football	166.00
41400 Adult Softball	4,510.42
41500 Basketball	28.75
41700 Youth Futsal	30.00
41800 Adult Futsal	20.00
41900 Youth Baseball	3,388.02
41950 Youth Softball	1,241.18
Total 41000 Leagues	9,384.37
Total Income	\$9,384.37
Cost of Goods Sold	
50000 Cost of Goods	
51000 Referee CGS	
51100 Referee Tackle Football CGS	180.00
51200 Referee Flag Football CGS	270.00
51400 Referee Softball CGS	2,585.00
51500 Referee Youth Basketball CGS	575.00
51900 Referee Youth Baseball CGS	780.00
51950 Referee Youth Softball CGS	660.00
Total 51000 Referee CGS	5,050.00
Total 50000 Cost of Goods	5,050.00
Total Cost of Goods Sold	\$5,050.00
GROSS PROFIT	\$4,334.37
Expenses	
60000 Administrative Expenses	
60100 Dues & Subscriptions	296.00
60250 Credit Card Merchant Fees	541.31
60400 Travel Expense	5,522.94
60500 Bank Service Charges	
60512 Atlantic Union	9.25
Total 60500 Bank Service Charges	9.25
60600 Computer Expenses	
60630 Registration Software	749.20
60650 HR/Finance Software	47.39
Total 60600 Computer Expenses	796.59
Total 60000 Administrative Expenses	7,166.09

ESM Lawton LLC

Profit and Loss

April 2023

	TOTAL
61000 Facility Expenses	
61100 Repairs and Maintenance	
61115 Cleaning Services	859.20
61120 Grounds Maintenance	92.57
Total 61100 Repairs and Maintenance	951.77
Total 61000 Facility Expenses	951.77
62000 Insurance Expense	
62250 Commercial Package Policy & Umbrella	568.65
Total 62000 Insurance Expense	568.65
64000 Marketing & Advertising	177.62
65000 Salaries and Wages	
65050 Operations Wages	5,384.62
65060 Sport Management Wages	522.00
65250 Payroll Taxes	556.33
65400 Benefits	
65410 Health Insurance Benefits	507.98
65420 Phone Stipend	50.00
Total 65400 Benefits	557.98
65900 Accrued Salaries and Wages	522.00
65950 Accrued Payroll Taxes	63.64
Total 65000 Salaries and Wages	7,606.57
68000 Program Expenses	
68200 Sports Equipment and Supplies	154.12
Total 68000 Program Expenses	154.12
69000 Eastern Sports Management Fee	7,500.00
Total Expenses	\$24,124.82
NET OPERATING INCOME	\$ -19,790.45
Other Income	
90000 LYSA Operations Funding	19,790.45
Total Other Income	\$19,790.45
NET OTHER INCOME	\$19,790.45
NET INCOME	\$0.00

ESM Lawton LLC

Profit and Loss

July 2022 - April 2023

	JUL 2022	AUG 2022	SEP 2022	OCT 2022	NOV 2022	DEC 2022	JAN 2023	FEB 2023	MAR 2023	APR 2023	TOTAL
Income											
41100 Leagues											\$0.00
41100 Tackle Football		201.25	280.31	1,595.63	797.81	460.00	28.75		28.75		\$3,392.50
41200 Flag Football		402.50	381.18	2,168.39	1,486.93	57.50		0.00	143.75	166.00	\$4,806.25
41300 Volleyball		201.25	26.59	1,092.09	819.07	603.50	148.68	889.81	146.01		\$3,927.00
41400 Adult Softball		1,290.00	-277.36	2,226.84	200.52			0.00	0.00	4,510.42	\$7,950.42
41500 Basketball				0.00	0.00	-546.00	4,270.33	11,297.55	6,006.12	28.75	\$21,056.75
41600 Adult Volleyball				0.00	0.00	0.00	1,175.00	839.28	535.71		\$2,550.00
41700 Youth Futsal				0.00	0.00	0.00	3,109.84	3,504.49	555.67	30.00	\$7,200.00
41800 Adult Futsal						0.00	1,266.67	1,176.19	197.14	20.00	\$2,660.00
41900 Youth Baseball								0.00	0.00	3,388.02	\$3,388.02
41950 Youth Softball								0.00	0.00	1,241.18	\$1,241.18
Total 41000 Leagues	\$0.00	2,095.00	410.72	7,082.95	3,304.33	575.00	9,999.27	17,707.33	7,613.15	9,384.37	\$58,172.12
Total Income	\$0.00	\$2,095.00	\$410.72	\$7,082.95	\$3,304.33	\$575.00	\$9,999.27	\$17,707.33	\$7,613.15	\$9,384.37	\$58,172.12
Cost of Goods Sold											
50000 Cost of Goods											\$0.00
51000 Referee CGS											\$0.00
51100 Referee Tackle Football CGS				1,100.00	715.00					180.00	\$1,995.00
51200 Referee Flag Football CGS				1,710.00	1,525.00					270.00	\$3,505.00
51300 Referee Volleyball CGS				630.00	630.00		60.00	180.00	270.00		\$1,770.00
51400 Referee Softball CGS			315.00	2,895.00	555.00					2,585.00	\$6,350.00
51500 Referee Youth Basketball CGS							2,710.00	9,045.00	6,950.00	575.00	\$19,280.00
51600 Referee Adult Volleyball CGS							288.00	360.00	252.00		\$900.00
51700 Referee Youth Futsal CGS							425.00	825.00	450.00		\$1,700.00
51800 Referee Adult Futsal CGS							125.00	275.00	250.00		\$650.00
51900 Referee Youth Baseball CGS										780.00	\$780.00
51950 Referee Youth Softball CGS										660.00	\$660.00
Total 51000 Referee CGS			315.00	6,335.00	3,425.00		3,608.00	10,685.00	8,172.00	5,050.00	\$37,590.00
52000 Facility Rentals					506.25		3,375.00				\$3,881.25
53000 Revenue Split									2,349.43		\$2,349.43
Total 50000 Cost of Goods	\$0.00	\$0.00	\$315.00	\$6,335.00	\$3,931.25	\$0.00	\$6,983.00	\$10,685.00	\$10,521.43	\$5,050.00	\$43,820.68
Total Cost of Goods Sold	\$0.00	\$2,095.00	\$95.72	\$7,47.95	\$-826.92	\$575.00	\$3,016.27	\$7,022.33	\$-2,908.28	\$4,334.37	\$14,351.44
GROSS PROFIT											
Expenses											
60000 Administrative Expenses											\$0.00
60100 Dues & Subscriptions			180.00	90.00	180.00	242.55	242.55	312.00	604.44	296.00	\$2,147.54
60250 Credit Card Merchant Fees			263.11	34.44		93.25	428.03	388.93	169.49	541.31	\$1,918.56
60350 Office Supplies			1,587.87								\$1,587.87

ESM Lawton LLC

Profit and Loss

July 2022 - April 2023

	JUL 2022	AUG 2022	SEP 2022	OCT 2022	NOV 2022	DEC 2022	JAN 2023	FEB 2023	MAR 2023	APR 2023	TOTAL
60375 Postage				536.16			21.60		20.16	5,522.94	\$41,76
60400 Travel Expense			5,602.77	1.50	7.75	10.00					\$11,661.87
60500 Bank Service Charges											\$19.25
60510 Bank Service Fee								7.50			\$7.50
60512 Atlantic Union								6.00	49.25	9.25	\$64.50
Total 60500 Bank Service Charges				1.50	7.75	10.00		13.50	49.25	9.25	\$91.25
60600 Computer Expenses											\$0.00
60630 Registration Software			145.82	10.77	997.99		709.17	726.56	664.52	749.20	\$4,004.03
60650 HRI/Finance Software					81.57	81.75	43.02	48.79	47.49	47.39	\$350.01
Total 60600 Computer Expenses			145.82	10.77	1,079.56	81.75	752.19	775.35	712.01	796.59	\$4,354.04
60760 Background Screening		299.00									\$299.00
60900 Legal Fees			498.00	518.00							\$1,016.00
60975 Registration Software Discrepancy		57.50									\$57.50
60980 Bad Debt								143.75			\$143.75
Total 60000 Administrative Expenses		356.50	8,277.57	1,190.87	1,287.31	427.55	1,444.37	1,833.53	1,555.35	7,166.09	\$23,319.14
61000 Facility Expenses											\$0.00
61100 Repairs and Maintenance										859.20	\$859.20
61115 Cleaning Services										92.57	\$92.57
61120 Grounds Maintenance											\$0.00
Total 61100 Repairs and Maintenance										951.77	\$951.77
Total 61000 Facility Expenses										951.77	\$951.77
62000 Insurance Expense			207.65	207.65	207.65	568.65	593.65	568.65	568.65	568.65	\$0.00
62250 Commercial Package Policy & Umbrella											\$0.00
Total 62000 Insurance Expense			207.65	207.65	207.65	568.65	593.65	568.65	568.65	568.65	\$3,491.20
64000 Marketing & Advertising	220.80		697.18	337.59	26.80	742.80	161.46	198.95	260.75	177.62	\$2,823.95
65000 Salaries and Wages											\$0.00
65050 Operations Wages			1,976.98	5,384.62	5,384.62	8,347.64	5,655.33	5,384.62	5,384.62	5,384.62	\$42,903.05
65060 Sport Management Wages				1,293.00	1,245.00	615.00	741.00	1,377.00	1,221.00	522.00	\$7,014.00
65200 Payroll Expenses				661.50							\$661.50
65250 Payroll Taxes			229.50	629.03	623.75	773.43	547.71	639.71	611.76	556.33	\$4,611.22
65400 Benefits											\$0.00
65410 Health Insurance Benefits				619.74	464.80		860.98	507.98	507.98	507.98	\$3,469.46
65420 Phone Stipend				50.00	50.00	50.00	50.00	50.00	50.00	50.00	\$350.00
Total 65400 Benefits			669.74	514.80	50.00	50.00	910.98	557.98	557.98	557.98	\$3,819.46
65850 Employee Gifts							254.94				\$254.94
65900 Accrued Salaries and Wages			3,259.31	374.23	1,432.38	-3,719.77	895.47	255.00	195.69	522.00	\$3,214.31
65950 Accrued Payroll Taxes			500.76	-127.97	120.09	-369.71	216.43	38.64	-131.89	63.64	\$309.99
Total 65000 Salaries and Wages			5,966.55	8,884.15	9,320.64	5,696.59	9,221.86	8,252.95	7,898.18	7,606.57	\$62,788.47

ESM Lawton LLC

Profit and Loss

July 2022 - April 2023

	JUL 2022	AUG 2022	SEP 2022	OCT 2022	NOV 2022	DEC 2022	JAN 2023	FEB 2023	MAR 2023	APR 2023	TOTAL
68000 Program Expenses					1,724.58				2,535.70		\$0.00
68100 Awards and Tshirts						1,646.76	634.07	244.82	189.12	154.12	\$4,260.28
68200 Sports Equipment and Supplies						1,646.76	634.07	244.82	2,724.82	154.12	\$2,868.89
Total 68000 Program Expenses					1,724.58	1,646.76	634.07	244.82	2,724.82	154.12	\$7,128.17
69000 Eastern Sports Management Fee			17,500.00	17,500.00	17,500.00	17,500.00	7,500.00	7,500.00	7,500.00	7,500.00	\$100,000.00
Total Expenses	\$220.80	\$356.50	\$32,648.95	\$28,120.26	\$30,046.98	\$26,582.35	\$19,555.41	\$18,398.90	\$20,448.73	\$24,124.82	\$200,503.70
NET OPERATING INCOME	\$ -220.80	\$1,738.50	\$ -32,553.23	\$ -27,372.31	\$ -30,673.90	\$ -26,007.35	\$ -16,539.14	\$ -11,376.57	\$ -23,357.01	\$ -19,790.45	\$ -186,152.26
Other Income											
90000 LYSA Operations Funding			31,035.53	27,372.31	30,673.90	26,007.35	16,539.14	11,376.57	23,357.01	19,790.45	\$186,152.26
Total Other Income	\$0.00	\$0.00	\$31,035.53	\$27,372.31	\$30,673.90	\$26,007.35	\$16,539.14	\$11,376.57	\$23,357.01	\$19,790.45	\$186,152.26
NET OTHER INCOME	\$0.00	\$0.00	\$31,035.53	\$27,372.31	\$30,673.90	\$26,007.35	\$16,539.14	\$11,376.57	\$23,357.01	\$19,790.45	\$186,152.26
NET INCOME	\$ -220.80	\$1,738.50	\$ -1,517.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

ESM Lawton LLC

Balance Sheet

As of April 30, 2023

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
10000 Atlantic Union - Operating	9,924.62
10010 Liberty Bank	5,857.96
Total Bank Accounts	\$15,782.58
Accounts Receivable	
11000 Accounts Receivable	35,647.46
11500 Accounts Receivable - Daysmart	11,250.75
Total Accounts Receivable	\$46,898.21
Other Current Assets	
12000 Prepaid Assets	
12100 Prepaid Insurance	2,635.65
Total 12000 Prepaid Assets	2,635.65
Total Other Current Assets	\$2,635.65
Total Current Assets	\$65,316.44
TOTAL ASSETS	\$65,316.44
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 Accounts Payable (A/P)	19,870.03
Total Accounts Payable	\$19,870.03
Credit Cards	
25000 Credit Card	85.73
Total Credit Cards	\$85.73
Other Current Liabilities	
23000 Unearned Revenue	
23100 Unearned Revenue - Leagues	20,836.38
Total 23000 Unearned Revenue	20,836.38
24000 Accrued Expenses	
24100 Accrued Payroll	3,214.31
24200 Accrued Payroll Taxes	309.99
Total 24000 Accrued Expenses	3,524.30
26000 ESM Operating Fund Liability	21,000.00
Total Other Current Liabilities	\$45,360.68
Total Current Liabilities	\$65,316.44
Total Liabilities	\$65,316.44

ESM Lawton LLC

Balance Sheet

As of April 30, 2023

	TOTAL
Equity	
Retained Earnings	
Net Income	0.00
Total Equity	\$0.00
TOTAL LIABILITIES AND EQUITY	\$65,316.44



**MINUTES
LAWTON YOUTH SPORTS TRUST AUTHORITY
REGULAR MEETING**

LAWTON CITY HALL- 212 SW 9TH STREET, LAWTON, OKLAHOMA

3rd FLOOR CONFERENCE ROOM

THURSDAY, MAY 11, 2023 2:00 P.M.

Chairman Henry called the meeting to order at 2:00 p.m. in the Third Floor Conference Room of City Hall. Notice of meeting and agenda were posted on the City Hall notice board as required by law.

I. CAL TO ORDER/ROLL CALL

PRESENT: Brian Henry, Steve Coleman, Hossein Moini, Carey Monroe, Krista Ratliff

ABSENT: Albert Johnson Jr., Randy Warren

ALSO PRESENT: Timothy Wilson, COL Acting City Attorney; Tammy Branstetter, COL Deputy City Clerk; Matt Elliott, Eastern Sports Management (ESM); Kim McConnell, Lawton Constitution; Eric Swanson, Southwest Ledger; Kelly Harris, City Council Ward 2 Representative & Appointed LYSA Trustee; Mike Cowan, Appointed LYSA Trustee

II. REPORTS:

A. Programs Committee – Receive a report from Moini regarding the activities of the Program Committee.

Moini said he has no updates at this time.

B. Facilities Committee – Receive a report from Chairman Henry regarding activities of the Facilities Committee.

Chairman Henry said although the Authority asked for a response by May 1st in their Letter of Intent (LOI) sent to the KCAILUC, the KCAILUC did not place the LOI on an agenda for approval before May 1st. However, he said the KCAILUC held a meeting yesterday and approved the LOI unanimously.

Chairman Henry said he received a phone call from the KCAILUC's attorney, Mike McBride with Crowe and Dunlevy. He said the KCAILUC has appointed a subcommittee to lead negotiations with the Authority. Chairman Henry said this subcommittee will hold a meeting next week to create terms for an initial lease agreement.

Chairman Henry said he recently met with Chairman Cooper (Chairman of the Apache Tribe and the KCAILUC) and the Superintendent and Deputy Superintendent of the BIA. While the BIA has no problem with concept, they really couldn't provide guidelines for the lease agreement. However, Chairman Henry said he just received an existing lease agreement from the BIA that could be used as a formatting example when drafting a lease agreement between the Authority and the KCAILUC. Chairman Henry said the KCAILUC has asked to meet with the Authority once they have drafted their initial terms for a lease agreement.

Chairman Henry said he recently spoke with Acting City Manager John Ratliff, and he advised that any meeting involving City staff would have to occur in June. City staff is currently working to finalize their FY 2023-2024 budget, which will require multiple meetings.

Chairman Henry said he's had difficulty getting information from the Commissioners of the Land Office. He said they were supposed to send him a cost estimate regarding the required appraisal for the land behind the Eisenhower complex, but he's yet to receive one. Chairman Henry said he has left a message with their office and is waiting for a callback.

C. Parks & Recreation – Receive a report from the City of Lawton Parks & Rec Division.

Chairman Henry said he recently met with Christine James and several other Parks & Rec staff members last Friday to discuss what role the Authority will have regarding facility maintenance and what role Parks & Rec will have going forward.

Chairman Henry said he also recently met with Timothy Wilson and his staff regarding the Eastside lease between the City and the Authority. He said this lease is due to expire on June 30, 2023. Chairman Henry said this expiration date was done initially as to coincide with the end of the fiscal year. Any new maintenance costs taken on by the Authority will start with the new fiscal year. He said Wilson and his staff are currently working to edit the terms of the current lease agreement so that the newly drafted lease agreement for fiscal year 2023-2024 is up to date. Chairman Henry said a new agreement will also be drafted for McMahon Park, and there has been discussion of a sublease for Ahlschlager Park. He said the City of Lawton currently leases the space at Ahlschlager Park from the County.

Cowan asked if the Authority's current focus is primarily on pursuing a lease agreement with the KCAILUC and keeping a potential lease agreement with the Commissioners of the Land Office as a secondary option.

Chairman Henry said that is correct at this time.

D. Eastern Sports Management – Receive a report from Eastern Sports Management.

Elliott said ESM is well into their spring season. Elliott said the season has been running smoothly, despite all the recent inclement weather. Elliott said while it's not a guarantee that every game canceled due to inclement weather will be rescheduled, he and his staff do their best to ensure as many games are played as possible.

Elliott said registration for summer leagues open on Monday. He said this will be the first year that summer sports have been incorporated into ESM's programming. Elliott said there will be a summer adult league for softball and volleyball. He said there will be youth leagues for baseball, softball and volleyball.

Elliott said ESM is in the early stages of working with D-BAT to plan a few camps and clinics for softball and baseball. He said ESM has also been working with the Lawton Soccer Club to plan for early developmental stage soccer camps and classes.

E. Finance Report – Consider approving the Treasurer Report from Hatch, Croke, and Associates. - STRICKEN

III. BUSINESS ITEMS:

A. Consider approving the minutes of the April 13, 2023 and April 20, 2023 meetings.

Motion by Moini, Second by Ratliff, to approve the minutes of the April 13, 2023 and April 20, 2023 meetings. **AYE:** Moini, Monroe, Henry, Coleman, Ratliff. **NAY:** None. ***Motion Passed.***

B. Consider approving the 2023 Slate of Officers for the Lawton Youth Sports Authority.

Chairman Henry said the Authority's Trust Indenture does not specify when or how often officers are elected, but the By-Laws state that officers are elected annually.

Chairman Henry said two new Trustees, Mike Cowan and Kelly Harris, were appointed last month. However, they have yet to take their oath of office - an item will be placed on next month's agenda for them to do so.

Motion by Monroe, Second by Moini, to approve the 2023 Slate of Officers for the Lawton Youth Sports Authority. **AYE:** Moini, Monroe, Henry, Coleman, Ratliff. **NAY:** None. ***Motion Passed.***

C. Consider accepting a grant from the McMahon Foundation in the amount of \$3,000,000, made payable over a period of six years at \$500,000 per year, to be

used for construction costs and equipment purchases for the indoor sports facility.

Chairman Henry said he reported at previous meetings that he submitted an application for this grant on behalf of the Authority in the form of a letter stating what the Authority wishes to do with the grant money. Chairman Henry said the Authority has received overwhelming support from the McMahon Foundation.

Chairman Henry noted that the McMahon Foundation's fiscal year ends March 31st each year. The Authority will receive annual installments of \$500,000.00 per year for six years, beginning March 31, 2024.

Chairman Henry noted that the McMahon Foundation has requested periodic reports on the project from the Authority.

Chairman Henry said he asked in the application letter if any of the grant funds could be used for design work, and the answer was no. The McMahon Foundation has requested that all funding be used solely for construction and equipment purchases.

Motion by Ratliff, Second by Monroe, to accept a grant from the McMahon Foundation in the amount of \$3,000,000, made payable over a period of six years at \$500,000 per year, to be used for construction costs and equipment purchases for the indoor sports facility. **AYE:** Moini, Monroe, Henry, Coleman, Ratliff. **NAY:** None. ***Motion Passed.***

D. Consider approving an Amended Fiscal Year 2023-2024 LYSA Budget and authorize the Chairman to present the Amended Budget to the Lawton City Council for funding support approval.

Chairman Henry said three additions have been made to the budget – two on the revenue side and one on the expense side. He said the McMahon Foundation grant has been added as revenue, as well as \$1.4 million from the allotted \$8 million of City of Lawton CIP funding for design work.

Chairman Henry noted that the design work may not be completed by the end of FY 2023-2024, but dedicating funding for design work will allow the Authority to at least move forward. He said the Authority must get to a shovel-ready design to partake in some of the grant opportunities. Chairman Henry said the \$1.4 million received from the CIP for design work is now also listed as an expense in the budget. Chairman Henry said the \$500,000 received from the McMahon Foundation will be listed as restricted funds until the project becomes shovel ready.

Motion by Moini, Second by Monroe, to approve an Amended Fiscal Year 2023-2024 LYSA Budget and authorize the Chairman to present the Amended Budget to the Lawton City Council for funding support approval. **AYE:** Moini, Monroe, Henry, Coleman, Ratliff. **NAY:** None. ***Motion Passed.***

E. Consider approving the Second Amended Fiscal Year 2022-2023 LYSA Budget.

Chairman Henry said he spoke with Acting City Manager John Ratliff, and Ratliff advised that the Authority can amended their budget without approval from the City Council if the Authority is not seeking additional funding support.

Chairman Henry said in the original budget the Authority had allocated \$10,000 for financial contracted services. Part of this was for accounting services with Hatch, Croke and Associates, to include the audit. However, Chairman Henry said the audit will not occur until after this fiscal year is over. Expenses for the audit have now been moved to the FY 2023-2024 budget.

Chairman Henry said the amended FY 2022-2023 budget takes \$6,500 in excess funds from financial contracted services and moves it under professional services. This money can now be used, if needed, for legal counsel with Fellers-Snider Law Firm regarding negotiations with the KCAILUC.

Motion by Moini, Second by Ratliff, to approve the Second Amended Fiscal Year 2022-2023 LYSA Budget. **AYE:** Moini, Monroe, Henry, Coleman, Ratliff. **NAY:** None. ***Motion Passed.***

F. Consider awarding the Scope of Work Bid for Field Maintenance to the lowest bidder – United Turf and Track.

Chairman Henry said the City Council has approved funding support up to \$100,000 for field maintenance as well as weed spray and fertilizer.

Chairman Henry noted that Bedrock submitted a no bid because they do not have the necessary equipment to carry out the required work. Bedrock has stated they would be interested in bidding on other jobs in which they do have the necessary equipment for.

Monroe asked if there are rules regarding how many bids must be received.

Chairman Henry said three bids must be received, but one of those can be a no bid. He said the Authority has met this minimum requirement. Chairman Henry noted that many companies simply do not have the equipment capable of taking on a job of this nature – this is probably why so few bids were received.

Monroe asked if the work will be done before the summer season starts.

Elliott said the work will certainly be done before the summer season begins, and he's hoping it will be done before the spring season ends.

Motion by Ratliff, Second by Monroe, to award the Scope of Work Bid for Field Maintenance to the lowest bidder – United Turf and Track. **AYE:** Moini, Monroe, Henry, Coleman, Ratliff. **NAY:** None. ***Motion Passed.***

G. Consider awarding the Scope of Work Bid for Field Weed Spraying and Fertilizing to the lowest bidder – Lawton Termite & Pest Control.

Monroe asked if Bedrock was interested in submitting a bid for this contract.

Chairman Henry said not that he is aware of. He noted that Bedrock does not do weed spraying. He believes what Bedrock will be interested in will be a forthcoming field maintenance contract for mowing once the Authority takes on this responsibility after the new fiscal year begins.

Coleman asked what the term of the contract will be.

Chairman Henry said it will be a one-year term. He said he will be abstaining from the vote because he has a relative who works for one of the bidders.

Motion by Moini, Second by Ratliff, to award the Scope of Work Bid for Field Weed Spraying and Fertilizing to the lowest bidder – Lawton Termite & Pest Control. **AYE:** Moini, Monroe, Coleman, Ratliff. **ABSTAIN:** Henry. **NAY:** None. ***Motion Passed.***

H. Discuss the possibility of creating a Not-for-Profit Foundation and take action as deemed necessary.

Chairman Henry said this item was placed on the agenda by Councilman Warren. The desire is to be able to provide children whose families are going through financial hardships with an opportunity to participate in sports programming.

Chairman Henry noted that ESM has a foundation within its structure called “Play On 365” that serves this purpose. However, this entity is not strictly for the Lawton community. Because of this, Chairman Henry said the question was raised as to whether Lawton should have their own not-for-profit foundation to receive donations and award grants.

Moini asked Elliott if ESM could simply advertise their current “Play On 365” foundation on the website and attach Lawton’s name to it, so long as any money donated to this organization specifically for Lawton would stay within our community. He said taking on another foundation will require more work, and the Authority would likely have to pay the treasurer’s office more money to track this account. Moini said the Authority could create their own not-for-profit foundation later down the road, but this might be a good starting point. It would also give the Authority more time to finesse the details as to how their own not-for-profit foundation will operate.

Chairman Henry said he agrees with Moini.

Councilman Harris noted that if the “Play On 365” program were to be advertised more intently for the Lawton community, the Authority may receive increased feedback and participation.

Moini said he thinks the Authority should focus on identifying where donation money can be obtained from and how to distribute it once it’s received.

Councilman Harris said the Authority should also determine who’s eligible to receive these funds.

Monroe asked if the grant money would cover both registration fees and specialized equipment.

Chairman Henry said it would likely only cover registration fees, as the cost of specialized equipment is not covered by ESM or the Authority.

Ratliff asked if creating a new not-for-profit foundation would allow the Authority to seek additional grants in which it currently does not have access to.

Chairman Henry said he’s not ran into any issues applying for grants at the municipal level thus far, but there could be additional grants that require a 501(c). However, he said he believes “Play On 365” is a 501(c). Chairman Henry noted that the McMahon Foundation’s requirements state that entities applying for grants must be a 501(c), but they’ve also donated to educational institutions and municipalities.

Moini noted that he recently took part in a meeting with a group from Tulsa that specializes in grant writing. He said it might be wise to reach out to this company and get their thoughts regarding grant opportunities and requirements.

Moini asked Elliot how easily he could advertise “Play On 365 (Lawton)” on the website.

Elliot said this is not difficult to do.

Moini emphasized how crucial of a role advertising and marketing will be when it comes to raising money for “Play On 365 (Lawton)”.

NO ACTION TAKEN ON THIS ITEM

IV. ADJOURNMENT

Motion by Ratliff, **Second** by Monroe, to adjourn the May 11, 2023 meeting. **AYE:** Moini, Monroe, Henry, Coleman, Ratliff. **NAY:** None. ***Motion Passed.***

There be no further business, the meeting adjourned at 2:47 PM.

LEASE AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2023 by and between the City of Lawton, Oklahoma, a municipal corporation (hereinafter called "City"), and the Lawton Youth Sports Trust Authority, a public trust (hereinafter called "Authority").

WITNESSETH:

In consideration of the mutual covenants herein contained, the parties hereby stipulate and agree that the purpose of this Lease Agreement is to aid the Authority in its mission to promote, create and grow youth sports opportunities in the City of Lawton by administering a diverse set of programs that foster increased participation in athletics.

1. **Lease of Land.** City hereby lets and leases to the Authority, for good and valuable consideration of ten dollars (\$10.00) payable to the City at commencement of the lease, a portion of **Eastside Park**, a portion of **McMahon Park**, and **Miracle Field** within Elmer Thomas Park, identified in the highlighted areas of the attached exhibits and included in the following legal descriptions:

A parcel of land lying in the SE ¼ of Section 27, Township 2 North, Range 11 West, of the Indian Meridian, Comanche County, Oklahoma, further described as the S/2 NW/4 SE/4 & N/2 NW/4 SW/4 SE/4 & E/2 SE/4 SW/4 SE/4.

See attached Exhibit A for the field map of Eastside Park.

A parcel of land lying in the NW ¼ of Section 2, Township 1 North, Range 12 West, of the Indian Meridian, Comanche County, Oklahoma, further described as Beginning at a point 600 feet South of the NW/4; Thence South along the West Boundary of the NW/4 2026.31 feet to the SW/C of the NW/4; Thence East along the South Boundary NW/4 1385.71 feet North Parallel to the East Boundary NW/4 1376.32 feet; Thence East 222.2 feet; Thence North 656.08 feet; Thence North 1605 feet to the POB.

See attached Exhibit B for the field map of McMahon Park.

A parcel of land lying in the NW ¼ of Section 30, Township 2 North, Range 11 West, of the Indian Meridian, Comanche County, Oklahoma, further described as Beginning at a point approximately 2,160 feet east and 909.5 feet south of the NW/C, Thence approximately 450 feet West; Thence approximately 400 feet North; Thence approximately 450 feet East; Thence approximately 400 feet South to the POB.

See attached Exhibit C for the field map of Miracle Field within Elmer Thomas Park.

NOTE: Above legal descriptions include more than what is being leased by the Authority. The specific leased areas are identified in the highlighted areas shown on the attached exhibits.

2. **Provisions.** The provisions of the Agreement for Use of Recreational Complexes are as follows:

- (A) Authority shall have the exclusive use of all ball fields shown within the leased areas, as described on the attached maps, for the complete term of this agreement.
- (B) Utilization of the ball fields within the leased areas by the Authority shall be for the operation of public youth and or adult sports programing.
- (C) During the period that Authority has exclusive use of the ball fields, Authority shall in addition have exclusive use of the scoreboards and lights associated with the fields. The Authority shall assume all responsibility for all maintenance of the ball fields, inside the fenced area and shown on the attached exhibits, including grounds, turf, weed control, mowing, edging and the fencing associated with the fields.
- (D) The Authority has exclusive use of the concession stand and restrooms at Eastside Park and McMahon Park (near the ball fields) and will stock and clean them regularly. The City will provide the Authority the necessary keys for use of the facilities. Authority shall ensure that all facilities are secured at the completion of each day's activities. The facilities will continue to be maintained by the City outside of the stocking and cleaning.
- (E) The parking lots, playgrounds, and common areas may be utilized by the Authority, but not exclusively, and will continued to be maintained by the City.
- (F) City will turn the water on once and then the Authority will be responsible for controlling the operation of the system.
- (G) Authority will be responsible for trash and debris cleanup after the Authority's use of the fields.
- (H) Authority will be responsible for the repair of any damages caused by its use.
- (I) City shall bear all cost for electricity used at Eastside Park, McMahon Park and Miracle Field.
- (J) During the term of this agreement, any alleged liability which may have been caused by or during such use, for example property

damage or personal injury to third parties, shall be administered by the party with the exclusive use subject to the terms and conditions of the Oklahoma Governmental Tort Claims Act, Oklahoma Statutes, title 51 (1991), §151 et seq., including the exemptions from liability found at §155. In no way is it intended that this section impose liability for any damages unless said liability is determined by a court of competent jurisdiction. Each party shall be responsible for damage to the complex carried by the negligent act of its employees, agents, and servants.

3. **Term.** This lease shall commence on the date first written above and shall terminate on June 30, 2024, unless terminated earlier as agreed upon by both parties. This lease may be extended for an additional twelve (12) months upon mutual agreeance of both parties in writing.

4. **Improvements.** Any improvements to the leased premises desired by Authority shall be made solely at Authority's expense. Requests for improvements may be made to the City by submitting a written request to the Parks and Recreation Department. The City has the right to deny any and all requests made by the Authority.

5. **Disposition of Property.** Upon the expiration or termination of this Lease Agreement, any improvements made by the Authority shall become the sole property of the City. City will not pay or reimburse Authority for any such improvements made to the leased premises.

6. **Assignment and Sublease.** The Authority may assign or sublease under this agreement provided any assignment or sublease continues fulfillment of the Authority's purpose as set forth in Article III of the Authority's Trust Indenture.

7. **Successors and Assigns.** This Lease Agreement and all the terms, covenants, conditions, and provisions thereof shall inure to the benefit of and be binding upon the legal representatives, successors and assigns of the parties hereto.

8. **Interpretation.** The parties, in making the Agreement, have entered into it with the hope that the use of the facilities to be provided at the recreation complexes shall be of great advantage to the people of the City of Lawton, and they pledge to each other on all occasions, when and if questions arise concerning the true intent and meaning of this contract, that they will endeavor to so treat each other as to give evidence of the highest good faith and the greatest consideration each for the other, in order that unseemly and unfortunate differences may never develop between them.

9. **Governing Law, Jurisdiction, and Venue.** This Agreement will be governed by the laws of the State of Oklahoma. Jurisdiction and venue will be in the District Court of Comanche County, Oklahoma, or the Federal Western District of Oklahoma.

10. **Complete Agreement.** This written document contains the entire agreement of the parties with respect to the subject matter hereof and can be amended only by a written agreement signed by both parties.

11. **Waiver.** No waiver of any breach of covenant, condition, term, or provision herein contained shall be construed as a waiver of the covenant, condition, term, or provision itself or any subsequent breach thereof.

IN WITNESS WHEREOF, the parties have signed this Agreement on the year and date first above written.

LAWTON YOUTH SPORTS TRUST
AUTHORITY, a public trust

BY: _____
Brian Henry, CHAIRMAN

ATTEST:

SECRETARY

(SEAL)

CITY OF LAWTON, A Municipal
Corporation

BY: _____
STANLEY BOOKER, MAYOR

ATTEST:

TRACI L. HUSHBECK, CITY CLERK

(Seal)

Approved as to form and legality this _____ day of _____, 2023.

TIM WILSON, INTERIM CITY ATTORNEY

Eastside Park
(Leased Area Is Highlighted)
Exhibit A



McMahon Park
(Leased Areas Are Highlighted)
Exhibit B



Exhibit C



SUBLEASE AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2023 by and between the City of Lawton, Oklahoma, a municipal corporation (hereinafter called "City"), and the Lawton Youth Sports Trust Authority, a public trust (hereinafter called "Authority").

WITNESSETH:

On July 12, 2016, the City entered into a lease agreement with The Board of County Commissioners of the County of Comanche, Oklahoma for certain property located at 17th Street and G Avenue in Lawton Oklahoma, a portion of which property is known as Ahlschlager Park and used for ball fields for youth programs. The Authority desires to sublease four (4) of the ball fields at Ahlschlager Park for youth and or adult sports programs.

In consideration of the mutual covenants herein contained, the parties hereby stipulate and agree that the purpose of this Lease Agreement is to aid the Authority in its mission to promote, create and grow youth sports opportunities in the City of Lawton by administering a diverse set of programs that foster increased participation in athletics.

1. **Lease of Land.** City hereby lets and subleases to the Authority, for good and valuable consideration of ten dollars (\$10.00) payable to the City at commencement of the sublease, a portion of **Ahlschlager Park**, identified in the highlighted area of the attached exhibit and included in the following legal description:

A parcel of land lying in the North Half of the SW ¼ of Section 36, Township 2 North, Range 12 West, of the Indian Meridian, Comanche County, Oklahoma.

See attached Exhibit A for the field map and the sublet area within Ahlschlager Park.

NOTE: The above legal description includes more than what is being leased by the Authority. The specific leased area is identified in the highlighted area shown on the attached exhibit.

2. **Provisions.** The provisions of the Agreement for Use of Recreational Complex are as follows:

- (A) Authority shall have the exclusive use of fields 4, 5, 6 & 7, as described on the attached map, for the complete term of this agreement.
- (B) Utilization of the ball fields by the Authority shall be for the operation of public youth and or adult sports programing.
- (C) During the period that Authority has exclusive use of the ball fields

4, 5, 6 & 7, Authority shall in addition have exclusive use of the scoreboards and lights associated with the fields. The Authority shall assume all responsibility for all maintenance of the ball fields, inside the fenced area and shown on the attached exhibit, including grounds, turf, weed control, mowing, edging and the fencing associated with the fields.

- (D) The Authority has exclusive use of the concession stand and restrooms and will stock and clean them regularly. The City will provide the Authority the necessary keys for use of the facilities. Authority shall ensure that all facilities are secured at the completion of each day's activities. The facilities will continue to be maintained by the City outside of the stocking and cleaning.
- (E) Fields 1, 2 & 3, parking lots, and common areas may be utilized by the Authority, but not exclusively, and will continue to be maintained by the City.
- (F) City will turn the water on once and then the Authority will be responsible for controlling the operation of the system.
- (G) Authority will be responsible for trash and debris cleanup after the Authority's use of the fields.
- (H) Authority will be responsible for the repair of any damages caused by its use.
- (I) City shall bear all cost for electricity used at Ahlschlager Park.
- (J) During the term of this agreement, any alleged liability which may have been caused by or during such use, for example property damage or personal injury to third parties, shall be administered by the party with the exclusive use subject to the terms and conditions of the Oklahoma Governmental Tort Claims Act, Oklahoma Statutes, title 51 (1991), §151 et seq., including the exemptions from liability found at §155. In no way is it intended that this section impose liability for any damages unless said liability is determined by a court of competent jurisdiction. Each party shall be responsible for damage to the complex carried by the negligent act of its employees, agents, and servants.

3. **Term.** This sublease shall commence on the date first written above and shall terminate on June 30, 2026, unless terminated earlier as agreed upon by both parties.

4. **Improvements.** Any improvements to the leased premises desired by Authority shall be made solely at Authority's expense. Requests for improvements may be made to the City by submitting a written request to the Parks and Recreation Department. The City has the right to deny any and all requests made by the Authority,

5. **Disposition of Property.** Upon the expiration or termination of this Sublease Agreement, any improvements made by the Authority shall become part of the real property. City will not pay or reimburse Authority for any such improvements made to the leased premises.

6. **Assignment and Sublease.** The Authority may assign or sublease under this agreement provided any assignment or sublease continues fulfillment of the Authority's purpose as set forth in Article III of the Authority's Trust Indenture.

7. **Successors and Assigns.** This Sublease Agreement and all the terms, covenants, conditions, and provisions thereof shall inure to the benefit of and be binding upon the legal representatives, successors and assigns of the parties hereto.

8. **Interpretation.** The parties, in making the Agreement, have entered into it with the hope that the use of the facilities to be provided at the recreation complex shall be of great advantage to the people of the City of Lawton, and they pledge to each other on all occasions, when and if questions arise concerning the true intent and meaning of this contract, that they will endeavor to so treat each other as to give evidence of the highest good faith and the greatest consideration each for the other, in order that unseemly and unfortunate differences may never develop between them.

9. **Governing Law, Jurisdiction, and Venue.** This Agreement will be governed by the laws of the State of Oklahoma. Jurisdiction and venue will be in the District Court of Comanche County, Oklahoma, or the Federal Western District of Oklahoma.

10. **Complete Agreement.** This written document contains the entire agreement of the parties with respect to the subject matter hereof and can be amended only by a written agreement signed by both parties.

11. **Waiver.** No waiver of any breach of covenant, condition, term, or provision herein contained shall be construed as a waiver of the covenant, condition, term, or provision itself or any subsequent breach thereof.

IN WITNESS WHEREOF, the parties have signed this Agreement on the year and date first above written.

LAWTON YOUTH SPORTS TRUST
AUTHORITY, a public trust

BY: _____
Brian Henry, CHAIRMAN

ATTEST:

SECRETARY

(SEAL)

CITY OF LAWTON, A Municipal
Corporation

BY: _____
STANLEY BOOKER, MAYOR

ATTEST:

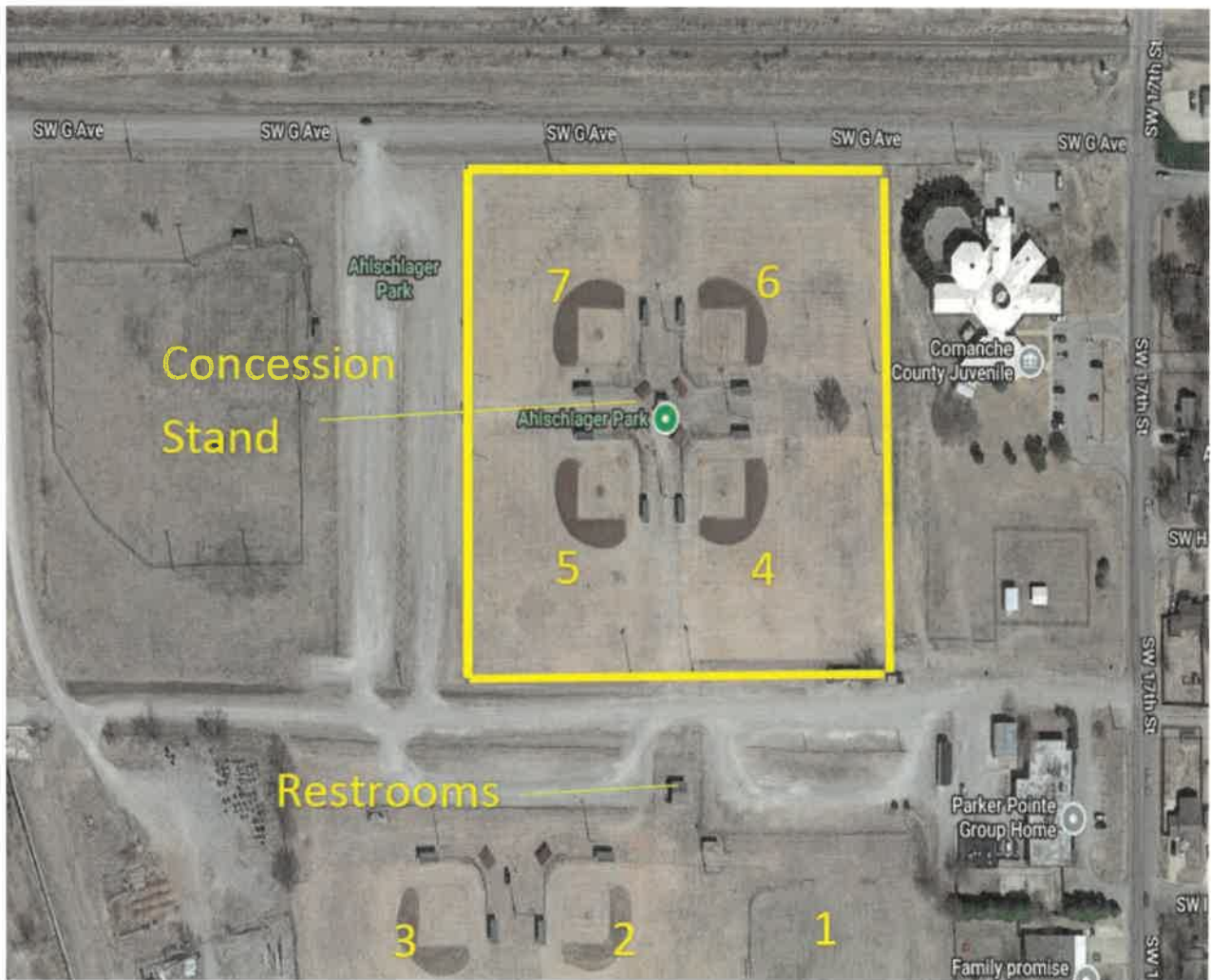
TRACI L. HUSHBECK, CITY CLERK

(Seal)

Approved as to form and legality this _____ day of _____, 2023.

TIM WILSON, INTERIM CITY ATTORNEY

Ahlschlager Park
(Leased Area Is Highlighted)
Exhibit A



June 9, 2023

Lawton Youth Sports Authority
212 SW 9th Street
Lawton, Ok 73501

Ref: Request for Bid – Eastside Park, McMahon Park and Ahlschlager Park – Mowing & Weed Eating

The Lawton Youth Sports Authority (LYSA) is seeking bids for mowing and weed eating of three sports parks in the city of Lawton. Included in this packet are the bid requirement specifications and maps depicting the areas to be maintained.

The bid request is for a period of one year, beginning July 1, 2023 and ending June 30, 2024. Upon mutual agreement of LYSA and the winning bidder, the contract can be renewed for an additional year a maximum of two times. Mutual agreement of extension must be obtained 60 days prior to the expiration of the contract.

In addition to the pricing of the bid specifications, bidders should also submit verification of bidder qualifications listed in bid packet. Bids should be submitted to Matt Elliott – via email: programs@playlawton.com or dropped off in sealed envelope to Matt Elliott at 1405 SW 11th St. Lawton, OK. (Owens Multi-Purpose Center – inside the Parks and Recreation office.) All bids will be published during the LYSA special meeting, as required by Oklahoma Open Meetings Act.

Timeline of bid process:

June 9, 2023 – Bid release

June 23, 2023: 5:00 PM – Bid submission deadline.

June 25, 2023 – LYSA special meeting to award bid winner

June 26, 2023 – Notification to bid winner

July 1, 2023 – Contract begins.

Any questions can be directed to Matt Elliott, Area Manager, Eastern Sports Management at (804)572-0852 or Brian Henry, Chairman, LYSA at (580) 695-8462.

Brian T. Henry
Chairman, LYSA

Red Ahlschlager Park (17th&G)



Scope (same for all three parks):

Dates: 7/1/2023 - 11/11/2023, 3/01/2024 - 6/30/2024

1. Mowing, without bagging clippings, once per week in highlighted areas (pictured).
2. Weed eating around fences, poles, stands, structures and edging of walkways in highlighted areas.
3. All necessary equipment and materials to be provided by the contractor.

Other field maintenance services to be discussed with the contractor on as needed basis.

Bidders must have at least two year's experience in landscape work to include commercial landscape work/contracts.

McMahon Park (38th&Lee)



Eastside Park





Play Lawton Rental Rates

DIAMONDS

Louise D. McMahon Park

Current COL	7/1/2023	% Increase
1 Hour	\$50	0.0%
2 Hour	N/A	—
Prime	N/A	20.0%

Standard Rate to Primetime Rate →

Eastside Park

Current COL	7/1/2023	% Increase
1 Hour	\$50	0.0%
2 Hour	N/A	—
Prime	N/A	20.0%

NOTES

Current City of Lawton Rental Policy:

Minimum two hour rental

Day rate for field rental is \$250/day

Deposit matches the rental fee not to exceed \$150

New Policies/Definitions

All Rates are a per hour fee including primetime rental rates

Primetime Rates - occur during times where the facility is usually booked with programming

M-F: 5pm - 9pm Sa/Su: 9am - 8pm

Tournament/Game Rental - Field will be prepped for "Game Ready" play

Practice Rental - Field will come as is

Night time field rentals will come with lights included in the rental fee

Full Day / Full Facility Rental prices to be negotiated based on current rental rates

Red Ahlischlager Park

Current COL	7/1/2023	% Increase
1 Hour	\$50	0.0%
2 Hour	N/A	—
Prime	N/A	20.0%