



**LAWTON YOUTH SPORTS TRUST AUTHORITY
SPECIAL MEETING**

**FRIDAY, JANUARY 24, 2025 – 2:00PM
LAWTON CITY HALL – 3RD FLOOR CONFERENCE ROOM
212 SW 9TH STREET, LAWTON, OK 73501**

"Official action can be taken only on items which appear on the agenda. The Authority may approve, ratify, deny, defer, recommend, or continue any agenda item. The Authority may also propose and enact floor amendments to any matter presented before them. Under certain circumstances, items are deferred to a specific later date or stricken from the agenda entirely."

AGENDA

CALL TO ORDER/ROLL CALL

REPORTS:

- 1. Indoor Facilities Committee – Receive a report regarding the activities of the Indoor Facilities Committee.**
- 2. Outdoor Facilities Committee – Receive a report regarding the activities of the Outdoor Facilities Committee.**
- 3. Parks & Recreation – Receive a report from the City of Lawton Parks & Recreation Division.**
- 4. Eastern Sports Management – Receive a report from Eastern Sports Management.**
- 5. Finance Report – Consider approving the Treasurer's Report from Hatch, Croke, and Associates as well as corresponding financial statement(s) from Eastern Sports Management**

BUSINESS ITEMS:

- 6. Consider approving the minutes from the regular meetings held on October 10, 2024 and November 13, 2024.**
- 7. Consider approving a Real Estate purchase contract and take action as deemed necessary.**

"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."

- 8. Consider approving a Design Consulting/Owner Representative contract with Eastern Sports Management and take action as deemed necessary.**
- 9. Discuss a possible land lease with Lawton Public Schools and take action as deemed necessary.**

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 Periods Ended December 31, 2024 and 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 December 31, 2024, and the related statement of revenue and expenses for the 3 months and 6 months ended December 31, 2024 and December 31, 2023, and the related statement of cash flows for the 3 months and 6 months ended December 31, 2024 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
January 13, 2025

LAWTON YOUTH SPORTS TRUST AUTHORITY
Statement of Net Position
December 31, 2024

ASSETS

Current Assets			
Cash - Arvest Operating	\$	1,300.00	
Cash - Arvest Sweep		352,165.84	
A/R - City of Lawton		89,923.92	
Escrow - Land Purchase		<u>50,000.00</u>	
Total Current Assets	\$		493,389.76
Fixed Assets			
Land Improvements		26,047.69	
Equipment		13,988.27	
Accumulated Depreciation		<u>(4,508.91)</u>	
Total Fixed Assets			<u>35,527.05</u>
Total Assets	\$		<u>528,916.81</u>

LIABILITIES AND NET POSITION

Current Liabilities			
Accounts Payable	\$	89,923.92	
Deferred Income-McMahon Grant		<u>350,000.00</u>	
Total Current Liabilities	\$		439,923.92
Long Term Liabilities			
Net Position			
Investment in Capital Assets		37,679.13	
Net Position - Unrestricted		51,800.00	
Change in Net Position		<u>(486.24)</u>	
Total Net Position			<u>88,992.89</u>
Total Liabilities & Net Position	\$		<u>528,916.81</u>

See Accountant's Compilation Report

LAWTON YOUTH SPORTS TRUST AUTHORITY
Statement of Revenues & Expenses - Operations
For the Periods Ended December 31, 2024 and 2023

	3 Months Ended Dec. 31, 2024	Prior Year Period	Variance	Pct	6 Months Ended Dec. 31, 2024	Prior Year Period	Variance	Pct
Revenue								
Cost of Sales					/			
Operating Expenses								
Depreciation	1,076.04	584.40	491.64	84	2,152.08	1,168.86	983.22	84
Repairs & Maintenance	0.00	0.00	0.00	0	24,400.98	15,490.00	8,910.98	58
Accounting Fees	625.00	775.00	(150.00)	(19)	1,425.00	1,775.00	(350.00)	(20)
Professional Fees	7,806.05	0.00	7,806.05	0	7,806.05	0.00	7,806.05	0
Management Fees	22,500.00	22,500.00	0.00	0	45,000.00	45,000.00	0.00	0
ESM Operations	<u>108,886.77</u>	<u>51,915.76</u>	<u>56,971.01</u>	<u>110</u>	<u>186,099.43</u>	<u>96,491.22</u>	<u>89,608.21</u>	<u>93</u>
Total Operating	<u>140,893.86</u>	<u>75,775.16</u>	<u>65,118.70</u>	<u>86</u>	<u>266,883.54</u>	<u>159,925.08</u>	<u>106,958.46</u>	<u>67</u>
Operating Inc	<u>(140,893.86)</u>	<u>(75,775.16)</u>	<u>(65,118.70)</u>	<u>86</u>	<u>(266,883.54)</u>	<u>(159,925.08)</u>	<u>(106,958.46)</u>	<u>67</u>
LYSA Operations Fund	21,930.73	0.00	21,930.73	0	0.00	0.00	0.00	0
Transfers From COL	117,887.09	75,190.76	42,696.33	57	264,731.46	158,756.22	105,975.24	67
Interest Income	1,665.84	0.00	1,665.84	0	1,665.84	0.00	1,665.84	0
Other Income	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0</u>	<u>0.00</u>	<u>65.00</u>	<u>(65.00)</u>	<u>(100)</u>
Total Other Inco	<u>141,483.66</u>	<u>75,190.76</u>	<u>66,292.90</u>	<u>88</u>	<u>266,397.30</u>	<u>158,821.22</u>	<u>107,576.08</u>	<u>68</u>
Change in Net	<u>\$ 589.80</u>	<u>\$ (584.40)</u>	<u>\$ 1,174.20</u>	<u>(201)</u>	<u>\$ (486.24)</u>	<u>\$ (1,103.86)</u>	<u>\$ 617.62</u>	<u>(56)</u>

See Accountant's Compilation Report

LAWTON YOUTH SPORTS TRUST AUTHORITY
Statement of Cash Flows
For the Period Ended December 31, 2024
INCREASE (DECREASE) IN CASH OR CASH EQUIVALENTS

	3 Months Ended Dec. 31, 2024	6 Months Ended Dec. 31, 2024
Cash Flow from Operating Activities		
Change in Net Position	\$ 589.80	\$ (486.24)
Adjustments to Reconcile Cash Flow		
Depreciation	1,076.04	2,152.08
Decrease (Increase) in Current Assets		
A/R - City of Lawton	(30,773.51)	(27,597.53)
Increase (Decrease) in Current Liabilities		
Accounts Payable	<u>30,773.51</u>	<u>27,597.53</u>
Total Adjustments	<u>1,076.04</u>	<u>2,152.08</u>
Cash Provided (Used) by Operations	1,665.84	1,665.84
Cash Flow From Investing Activities		
Sales (Purchases) of Assets		
Cash Flow From Financing Activities		
Cash (Used) or provided by:	<u> </u>	<u> </u>
Net Increase (Decrease) in Cash	1,665.84	1,665.84
Cash at Beginning of Period	<u>351,800.00</u>	<u>351,800.00</u>
Cash at End of Period	\$ <u><u>353,465.84</u></u>	\$ <u><u>353,465.84</u></u>

See Accountant's Compilation Report

PLAY LAWTON

Monthly Financial Reports

Nov 2024

Prepared by

Eastern Sports Management
Amy Cinalli



ESM Lawton LLC

Profit and Loss

November 2024

	TOTAL
Income	
41000 Leagues	6,286.08
42000 Concessions	1,455.00
43000 Youth Programming	353.57
48000 Memberships	10.00
49000 Other Income	104.64
Total Income	\$8,209.29
Cost of Goods Sold	
50000 Cost of Goods	6,453.89
Total Cost of Goods Sold	\$6,453.89
GROSS PROFIT	\$1,755.40
Expenses	
60000 Administrative Expenses	3,102.20
61000 Facility Expenses	1,180.54
62000 Insurance Expense	1,068.69
64000 Marketing & Advertising	1,379.16
65000 Salaries and Wages	27,188.93
68000 Program Expenses	925.44
69000 Eastern Sports Management Fee	7,500.00
Total Expenses	\$42,344.96
NET OPERATING INCOME	\$ -40,589.56
Other Income	
90000 LYSA Operations Funding	40,589.56
Total Other Income	\$40,589.56
NET OTHER INCOME	\$40,589.56
NET INCOME	\$0.00

ESM Lawton LLC

Profit and Loss

November 2024

	TOTAL
Income	
41000 Leagues	
41100 Tackle Football	125.00
41250 Youth Flag Football	3,047.77
41300 Youth Volleyball	1,539.63
41400 Adult Softball	221.36
41500 Youth Basketball	0.00
41550 Adult Basketball	0.00
41600 Adult Volleyball	0.00
41650 Adult Kickball	10.00
41700 Youth Futsal	0.00
41800 Adult Futsal	0.00
41900 Youth Baseball	683.14
41950 Youth Softball	659.18
Total 41000 Leagues	6,286.08
42000 Concessions	
42100 Food	892.93
42200 Drinks	562.07
Total 42000 Concessions	1,455.00
43000 Youth Programming	
43100 Youth Programming Classes	
43150 Lil Ballers	353.57
Total 43100 Youth Programming Classes	353.57
Total 43000 Youth Programming	353.57
48000 Memberships	
48200 Miracle League Membership	10.00
Total 48000 Memberships	10.00
49000 Other Income	
49800 Ramp Visa Cashback	104.64
Total 49000 Other Income	104.64
Total Income	\$8,209.29

ESM Lawton LLC

Profit and Loss

November 2024

	TOTAL
Cost of Goods Sold	
50000 Cost of Goods	
51000 Leagues CGS	
51200 Referee CGS	
51210 Referee Youth Flag Football CGS	2,057.00
51220 Referee Youth Volleyball CGS	924.00
51240 Referee Youth Baseball CGS	523.00
51245 Referee Adult Softball CGS	966.00
51250 Referee Youth Softball CGS	482.00
Total 51200 Referee CGS	4,952.00
Total 51000 Leagues CGS	4,952.00
52000 Concessions CGS	
52100 Food & Drinks CGS	1,414.69
52400 Concessions Supplies	32.70
Total 52000 Concessions CGS	1,447.39
59000 Other CGS	54.50
Total 50000 Cost of Goods	6,453.89
Total Cost of Goods Sold	\$6,453.89
GROSS PROFIT	\$1,755.40
Expenses	
60000 Administrative Expenses	
60100 Dues & Subscriptions	429.40
60250 Credit Card Merchant Fees	298.65
60350 Office Supplies	232.46
60375 Postage	38.02
60400 Travel Expense	815.10
60600 Computer Expenses	
60630 Registration Software	716.52
60650 HR/Finance Software	271.32
Total 60600 Computer Expenses	987.84
60700 Telephone, Internet & Audio Visual	300.73
Total 60000 Administrative Expenses	3,102.20
61000 Facility Expenses	
61100 Repairs and Maintenance	
61120 Fields & Grounds Maintenance	608.79
61130 Equipment Maintenance	55.06
61140 Concession Stand Supplies & Maintenance	37.87
61180 Facility Supplies & Maintenance	478.82
Total 61100 Repairs and Maintenance	1,180.54
Total 61000 Facility Expenses	1,180.54

ESM Lawton LLC

Profit and Loss

November 2024

	TOTAL
62000 Insurance Expense	
62250 Commercial Package Policy & Umbrella	1,016.59
62300 Workers Compensation	52.10
Total 62000 Insurance Expense	1,068.69
64000 Marketing & Advertising	1,379.16
65000 Salaries and Wages	
65020 Admin Wages	6,923.07
65030 Facilities Wages	5,691.51
65040 Food & Beverage Wages	5,065.50
65050 Operations Wages	3,984.25
65060 Programs Management Wages	2,941.50
65250 Payroll Taxes	2,237.67
65400 Benefits	
65410 Health Insurance Benefits	585.44
65415 Dental/Vision Insurance Benefits	15.00
65420 Phone Stipend	50.00
Total 65400 Benefits	650.44
65900 Accrued Salaries and Wages	-298.71
65950 Accrued Payroll Taxes	-6.30
Total 65000 Salaries and Wages	27,188.93
68000 Program Expenses	
68100 Awards and Tshirts	914.55
68200 Sports Equipment and Supplies	10.89
Total 68000 Program Expenses	925.44
69000 Eastern Sports Management Fee	7,500.00
Total Expenses	\$42,344.96
NET OPERATING INCOME	\$ -40,589.56
Other Income	
90000 LYSA Operations Funding	40,589.56
Total Other Income	\$40,589.56
NET OTHER INCOME	\$40,589.56
NET INCOME	\$0.00

PLAY LAWTON

Monthly Financial Reports

Dec 2024

Prepared by

Eastern Sports Management
Amy Cinalli



ESM Lawton LLC

Profit and Loss

December 2024

	TOTAL
Income	
41000 Leagues	0.00
49000 Other	189.86
Total Income	\$189.86
Cost of Goods Sold	
50000 Cost of Goods	150.00
Total Cost of Goods Sold	\$150.00
GROSS PROFIT	\$39.86
Expenses	
60000 Administrative Expenses	13,588.14
61000 Facility Expenses	5,869.19
62000 Insurance Expense	828.54
64000 Marketing & Advertising	1,116.81
65000 Salaries and Wages	11,975.07
68000 Program Expenses	490.42
69000 Eastern Sports Management Fee	7,500.00
Total Expenses	\$41,368.17
NET OPERATING INCOME	\$ -41,328.31
Other Income	
90000 LYSA Operations Funding	41,328.31
Total Other Income	\$41,328.31
NET OTHER INCOME	\$41,328.31
NET INCOME	\$0.00

ESM Lawton LLC

Profit and Loss

December 2024

	TOTAL
Income	
41000 Leagues	
41300 Youth Volleyball	0.00
41400 Adult Softball	0.00
41500 Youth Basketball	0.00
41550 Adult Basketball	0.00
41600 Adult Volleyball	0.00
41700 Youth Futsal	0.00
41800 Adult Futsal	0.00
41950 Youth Softball	0.00
Total 41000 Leagues	0.00
49000 Other	
49100 Other Income	110.01
49800 Ramp Visa Cashback	79.85
Total 49000 Other	189.86
Total Income	\$189.86
Cost of Goods Sold	
50000 Cost of Goods	
51000 Leagues CGS	
51300 Facility Rentals	150.00
Total 51000 Leagues CGS	150.00
52000 Concessions CGS	
52100 Food & Drinks CGS	0.00
Total 52000 Concessions CGS	0.00
Total 50000 Cost of Goods	150.00
Total Cost of Goods Sold	\$150.00
GROSS PROFIT	\$39.86
Expenses	
60000 Administrative Expenses	
60100 Dues & Subscriptions	429.40
60250 Credit Card Merchant Fees	516.66
60350 Office Supplies	63.67
60400 Travel Expense	900.89
60600 Computer Expenses	
60630 Registration Software	764.11
60650 HR/Finance Software	262.78
Total 60600 Computer Expenses	1,026.89
60700 Telephone, Internet & Audio Visual	300.73
60760 Background Screening	46.90
60980 Bad Debt	10,303.00
Total 60000 Administrative Expenses	13,588.14

ESM Lawton LLC

Profit and Loss

December 2024

	TOTAL
61000 Facility Expenses	
61100 Repairs and Maintenance	
61120 Fields & Grounds Maintenance	4,447.31
61125 Building Maintenance	305.00
61130 Equipment Maintenance	224.24
61180 Facility Supplies & Maintenance	892.64
Total 61100 Repairs and Maintenance	5,869.19
Total 61000 Facility Expenses	5,869.19
62000 Insurance Expense	
62250 Commercial Package Policy & Umbrella	802.49
62300 Workers Compensation	26.05
Total 62000 Insurance Expense	828.54
64000 Marketing & Advertising	1,116.81
65000 Salaries and Wages	
65020 Admin Wages	4,636.09
65030 Facilities Wages	2,445.25
65040 Food & Beverage Wages	200.75
65050 Operations Wages	1,937.75
65060 Programs Management Wages	16.50
65250 Payroll Taxes	835.16
65400 Benefits	
65410 Health Insurance Benefits	585.44
65415 Dental/Vision Insurance Benefits	15.00
65420 Phone Stipend	50.00
Total 65400 Benefits	650.44
65800 Bonuses	
65815 Employee Bonus	0.00
Total 65800 Bonuses	0.00
65900 Accrued Salaries and Wages	1,257.76
65950 Accrued Payroll Taxes	-4.63
Total 65000 Salaries and Wages	11,975.07
68000 Program Expenses	
68100 Awards and Tshirts	224.38
68200 Sports Equipment and Supplies	266.04
Total 68000 Program Expenses	490.42
69000 Eastern Sports Management Fee	7,500.00
Total Expenses	\$41,368.17
NET OPERATING INCOME	\$ -41,328.31

ESM Lawton LLC

Profit and Loss

December 2024

	TOTAL
Other Income	
90000 LYSA Operations Funding	41,328.31
Total Other Income	\$41,328.31
NET OTHER INCOME	\$41,328.31
NET INCOME	\$0.00

ESM Lawton LLC

Profit and Loss

July - December, 2024

	JUL 2024	AUG 2024	SEP 2024	OCT 2024	NOV 2024	DEC 2024	TOTAL
Income							
41000 Leagues							\$0.00
41100 Tackle Football	-40.00	0.00	0.00	0.00	125.00		\$85.00
41250 Youth Flag Football	-35.00	0.00	305.66	4,620.57	3,047.77		\$7,939.00
41300 Youth Volleyball	0.00	0.00	250.91	2,681.46	1,539.63	0.00	\$4,472.00
41400 Adult Softball	731.01	0.00	746.67	4,963.97	221.36	0.00	\$6,663.01
41500 Youth Basketball			0.00	0.00	0.00	0.00	\$0.00
41550 Adult Basketball			0.00	0.00	0.00	0.00	\$0.00
41600 Adult Volleyball			0.00	0.00	0.00	0.00	\$0.00
41650 Adult Kickball		0.00	0.00	0.00	10.00		\$10.00
41700 Youth Futsal			0.00	0.00	0.00	0.00	\$0.00
41800 Adult Futsal					0.00	0.00	\$0.00
41900 Youth Baseball	1,526.00	0.00	381.12	2,493.74	683.14		\$5,084.00
41950 Youth Softball	3,083.63	0.00	541.67	1,375.15	659.18	0.00	\$5,659.63
Total 41000 Leagues	5,265.64	0.00	2,226.03	16,134.89	6,286.08	0.00	\$29,912.64
42000 Concessions							\$0.00
42100 Food	2,273.94		1,928.79	3,879.69	892.93		\$8,975.35
42200 Drinks	1,235.38		904.52	2,050.65	562.07		\$4,752.62
Total 42000 Concessions	3,509.32		2,833.31	5,930.34	1,455.00		\$13,727.97
43000 Youth Programming							\$0.00
43100 Youth Programming Classes							\$0.00
43150 Lil Ballers		0.00	107.00	423.43	353.57		\$884.00
Total 43100 Youth Programming Classes		0.00	107.00	423.43	353.57		\$884.00
Total 43000 Youth Programming		0.00	107.00	423.43	353.57		\$884.00
48000 Memberships							\$0.00
48200 Miracle League Membership					10.00		\$10.00
Total 48000 Memberships					10.00		\$10.00
49000 Other	-0.01						\$ -0.01
49100 Other Income						110.01	\$110.01
49800 Ramp Visa Cashback	33.82		156.03		104.64	79.85	\$374.34
Total 49000 Other	33.81		156.03		104.64	189.86	\$484.34
Total Income	\$8,808.77	\$0.00	\$5,322.37	\$22,488.66	\$8,209.29	\$189.86	\$45,018.95
Cost of Goods Sold							
50000 Cost of Goods							\$0.00
51000 Leagues CGS							\$0.00
51200 Referee CGS							\$0.00
51210 Referee Youth Flag Football CGS			485.00	1,905.00	2,057.00		\$4,447.00
51220 Referee Youth Volleyball CGS			172.00	732.00	924.00		\$1,828.00
51240 Referee Youth Baseball CGS	1,245.00	195.00	186.00	688.50	523.00		\$2,837.50
51245 Referee Adult Softball CGS	1,296.00	0.00	453.00	1,914.00	966.00		\$4,629.00
51250 Referee Youth Softball CGS	2,436.00	474.00	378.00	484.50	482.00		\$4,254.50
Total 51200 Referee CGS	4,977.00	669.00	1,674.00	5,724.00	4,952.00		\$17,996.00
51300 Facility Rentals			640.00	140.00		150.00	\$930.00
Total 51000 Leagues CGS	4,977.00	669.00	2,314.00	5,864.00	4,952.00	150.00	\$18,926.00
52000 Concessions CGS							\$0.00
52100 Food & Drinks CGS	1,655.06		1,870.23	2,617.18	1,414.69	0.00	\$7,557.16
52400 Concessions Supplies	-93.68		364.75	157.75	32.70		\$461.52
52500 Concessions Cash Over/Under	25.00			9.00			\$34.00
Total 52000 Concessions CGS	1,586.38		2,234.98	2,783.93	1,447.39	0.00	\$8,052.68

ESM Lawton LLC

Profit and Loss

July - December, 2024

	JUL 2024	AUG 2024	SEP 2024	OCT 2024	NOV 2024	DEC 2024	TOTAL
53000 Youth Programming CGS							\$0.00
53150 Lil Ballers CGS			824.85				\$824.85
Total 53000 Youth Programming CGS			824.85				\$824.85
57000 Sponsorship CGS			400.00				\$400.00
59000 Other CGS					54.50		\$54.50
Total 50000 Cost of Goods	6,563.38	669.00	5,773.83	8,647.93	6,453.89	150.00	\$28,258.03
Total Cost of Goods Sold	\$6,563.38	\$669.00	\$5,773.83	\$8,647.93	\$6,453.89	\$150.00	\$28,258.03
GROSS PROFIT	\$2,245.39	\$ -669.00	\$ -451.46	\$13,840.73	\$1,755.40	\$39.86	\$16,760.92
Expenses							
60000 Administrative Expenses							\$0.00
60100 Dues & Subscriptions	377.12	784.40	429.40	429.40	429.40	429.40	\$2,879.12
60250 Credit Card Merchant Fees	148.45	113.52	204.22	838.95	298.65	516.66	\$2,120.45
60350 Office Supplies	313.11	173.68	193.66	65.38	232.46	63.67	\$1,041.96
60375 Postage	34.67		17.00	47.99	38.02		\$137.68
60400 Travel Expense	746.17	851.63		415.96	815.10	900.89	\$3,729.75
60450 Business Meetings and Meals	93.87						\$93.87
60600 Computer Expenses							\$0.00
60630 Registration Software	672.50	657.24	696.62	704.32	716.52	764.11	\$4,211.31
60650 HR/Finance Software	266.68	256.24	321.49	302.36	271.32	262.78	\$1,680.87
Total 60600 Computer Expenses	939.18	913.48	1,018.11	1,006.68	987.84	1,026.89	\$5,892.18
60700 Telephone, Internet & Audio Visual	321.02	641.73	324.01	300.73	300.73	300.73	\$2,188.95
60760 Background Screening		148.55	320.60	118.65		46.90	\$634.70
60825 Uniforms	204.00						\$204.00
60830 Employee Training & Certifications				317.35			\$317.35
60900 Legal Fees		150.00	2,528.00	790.00			\$3,468.00
60980 Bad Debt						10,303.00	\$10,303.00
Total 60000 Administrative Expenses	3,177.59	3,776.99	5,035.00	4,331.09	3,102.20	13,588.14	\$33,011.01
61000 Facility Expenses							\$0.00
61100 Repairs and Maintenance							\$0.00
61110 Cleaning Supplies				154.32			\$154.32
61120 Fields & Grounds Maintenance	4,389.47	2,331.82	15,365.87	1,100.58	608.79	4,447.31	\$28,243.84
61125 Building Maintenance		2,148.60		336.00		305.00	\$2,789.60
61130 Equipment Maintenance			95.56	193.26	55.06	224.24	\$568.12
61140 Concession Stand Supplies & Maintenance			1,078.96	171.20	37.87		\$1,288.03
61180 Facility Supplies & Maintenance	162.76			717.86	478.82	892.64	\$2,252.08
61190 Pest Control Services	10,775.00			1,625.00			\$12,400.00
Total 61100 Repairs and Maintenance	15,327.23	4,480.42	16,540.39	4,298.22	1,180.54	5,869.19	\$47,695.99
Total 61000 Facility Expenses	15,327.23	4,480.42	16,540.39	4,298.22	1,180.54	5,869.19	\$47,695.99
62000 Insurance Expense							\$0.00
62250 Commercial Package Policy & Umbrella	574.76	574.76	398.08		1,016.59	802.49	\$3,366.68
62300 Workers Compensation	26.05	26.05	26.05		52.10	26.05	\$156.30
Total 62000 Insurance Expense	600.81	600.81	424.13		1,068.69	828.54	\$3,522.98
64000 Marketing & Advertising	1,794.03	1,821.94	553.57	579.16	1,379.16	1,116.81	\$7,244.67
65000 Salaries and Wages							\$0.00
65020 Admin Wages	4,615.38	4,615.38	4,615.38	4,615.38	6,923.07	4,636.09	\$30,020.68
65030 Facilities Wages	1,893.00	705.00	1,513.00	3,614.25	5,691.51	2,445.25	\$15,862.01
65040 Food & Beverage Wages	3,673.00	1,592.50	1,897.13	3,992.88	5,065.50	200.75	\$16,421.76
65050 Operations Wages	2,527.00	1,746.00	3,082.75	4,727.00	3,984.25	1,937.75	\$18,004.75
65060 Programs Management Wages	6,492.62	3,764.69	207.00	1,597.75	2,941.50	16.50	\$15,020.06
65250 Payroll Taxes	1,838.63	1,087.42	976.22	1,668.47	2,237.67	835.16	\$8,643.57

ESM Lawton LLC

Profit and Loss

July - December, 2024

	JUL 2024	AUG 2024	SEP 2024	OCT 2024	NOV 2024	DEC 2024	TOTAL
65400 Benefits							\$0.00
65410 Health Insurance Benefits	585.44		585.43	585.43	585.44	585.44	\$2,927.18
65415 Dental/Vision Insurance Benefits	14.99	14.99			15.00	15.00	\$59.98
65420 Phone Stipend	50.00	50.00	50.00	50.00	50.00	50.00	\$300.00
Total 65400 Benefits	650.43	64.99	635.43	635.43	650.44	650.44	\$3,287.16
65800 Bonuses							\$0.00
65815 Employee Bonus						0.00	\$0.00
Total 65800 Bonuses						0.00	\$0.00
65900 Accrued Salaries and Wages	1,793.56	-2,551.84	-3,574.42	1,560.81	-298.71	1,257.76	\$ -1,812.84
65950 Accrued Payroll Taxes	215.64	-442.57	-351.51	-44.45	-6.30	-4.63	\$ -633.82
Total 65000 Salaries and Wages	23,699.26	10,581.57	9,000.98	22,367.52	27,188.93	11,975.07	\$104,813.33
68000 Program Expenses							\$0.00
68100 Awards and Tshirts	531.70			2,287.33	914.55	224.38	\$3,957.96
68200 Sports Equipment and Supplies			1,460.87		10.89	266.04	\$1,737.80
68400 Program Expenses - Other				15.58			\$15.58
68500 Small Equipment Purchases			861.03				\$861.03
Total 68000 Program Expenses	531.70		2,321.90	2,302.91	925.44	490.42	\$6,572.37
69000 Eastern Sports Management Fee	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00	\$45,000.00
Total Expenses	\$52,630.62	\$28,761.73	\$41,375.97	\$41,378.90	\$42,344.96	\$41,368.17	\$247,860.35
NET OPERATING INCOME	\$ -50,385.23	\$ -29,430.73	\$ -41,827.43	\$ -27,538.17	\$ -40,589.56	\$ -41,328.31	\$ -231,099.43
Other Income							
90000 LYSA Operations Funding	50,385.23	29,430.73	41,827.43	27,538.17	40,589.56	41,328.31	\$231,099.43
Total Other Income	\$50,385.23	\$29,430.73	\$41,827.43	\$27,538.17	\$40,589.56	\$41,328.31	\$231,099.43
NET OTHER INCOME	\$50,385.23	\$29,430.73	\$41,827.43	\$27,538.17	\$40,589.56	\$41,328.31	\$231,099.43
NET INCOME	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

ESM Lawton LLC

Balance Sheet

As of December 31, 2024

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
10000 Atlantic Union - Operating	2,163.90
10010 Liberty Bank	4,084.34
10040 Cash Drawers / Safe	700.00
Total Bank Accounts	\$6,948.24
Accounts Receivable	
11000 Accounts Receivable	81,917.87
11500 Accounts Receivable - Daysmart	20,292.25
Total Accounts Receivable	\$102,210.12
Other Current Assets	
12000 Prepaid Assets	
12100 Prepaid Insurance	5,388.87
Total 12000 Prepaid Assets	5,388.87
13000 Concessions Inventory	728.41
Total Other Current Assets	\$6,117.28
Total Current Assets	\$115,275.64
TOTAL ASSETS	\$115,275.64
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 Accounts Payable (A/P)	73,128.99
Total Accounts Payable	\$73,128.99
Credit Cards	
25000 Credit Card	0.00
25500 Ramp Visa	766.61
Total Credit Cards	\$766.61
Other Current Liabilities	
21000 Payroll Liabilities	
21020 Employee Paid Health Insurance	0.00
Total 21000 Payroll Liabilities	0.00
22000 Sales Tax Payable	0.00
23000 Unearned Revenue	
23100 Unearned Revenue - Leagues	29,405.00
23200 Unearned Revenue - Class	0.00

ESM Lawton LLC

Balance Sheet

As of December 31, 2024

	TOTAL
Total 23000 Unearned Revenue	29,405.00
24000 Accrued Expenses	
24100 Accrued Payroll	3,443.38
24200 Accrued Payroll Taxes	31.66
Total 24000 Accrued Expenses	3,475.04
26000 ESM Operating Fund Liability	8,500.00
Total Other Current Liabilities	\$41,380.04
Total Current Liabilities	\$115,275.64
Total Liabilities	\$115,275.64
Equity	
35000 Retained Earnings	0.00
Net Income	0.00
Total Equity	\$0.00
TOTAL LIABILITIES AND EQUITY	\$115,275.64



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

**THURSDAY, OCTOBER 10, 2024 – 2:00PM
LAWTON CITY HALL – 3RD FLOOR CONFERENCE ROOM
212 SW 9TH STREET, LAWTON, OK 73501**

"Official action can be taken only on items which appear on the agenda. The Authority may approve, ratify, deny, defer, recommend, or continue any agenda item. The Authority may also propose and enact floor amendments to any matter presented before them. Under certain circumstances, items are deferred to a specific later date or stricken from the agenda entirely."

AGENDA

CALL TO ORDER/ROLL CALL

Chairman Henry called the meeting to order at 2:00 PM in the 3rd floor conference room of Lawton City Hall. Notice of meeting and agenda were posted on the City of Lawton website as required by law.

PRESENT: Brian Henry, Hossein Moini, Carey Monroe, Randy Warren, Steve Coleman

ABSENT: Krista Ratliff, Kelly Harris, Albert Johnson Jr., Mike Cowan,

ALSO PRESENT: Kobe Humble, City Clerk's Office; Eric Swanson, SW Ledger; Kim McConnell, Lawton Constitution; Mitch Dooley, Parks & Rec; Tim Wilson, Legal; William Miller, Play Lawton; John Wack, ESM

REPORTS:

1. Outdoor Facilities Committee – Receive a report regarding the activities of the Outdoor Facilities Committee.

Monroe stated that they reviewed the conditions of all the facilities and established priorities based on key considerations: first, enhancing the player experience; second, addressing the lighting issue; and third, optimizing the income stream. She recommended starting with improvements at Eastside Park, as it requires the least investment, allowing the other facilities to follow in sequence.

"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."

2. Indoor Facilities Committee – Receive a report regarding the activities of the Indoor Facilities Committee.

Chairman Henry stated that he will discuss the Indoor Facilities during Business Item #8.

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

No reports at this time.

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

Miller and Wack provided the Authority with updates on various aspects of current events taking place within Play Lawton and ESM.

Chairman Henry informed Miller of a request from the Mayor and Council to maintain a spreadsheet tracking participation by sport and season. He explained that this data would enable year-over-year comparisons and assist him in preparing a report required for the Council.

5. Finance Report – Consider approving the financial statement(s) from Eastern Sports Management.

***This item was stricken from the agenda.**

BUSINESS ITEMS:

6. Consider approving the minutes from the regular meetings held on March 14, 2024, May 9, 2024, and September 12, 2024.

Motion by Warren, **Second** by Moini, to approve the minutes of the March 14, 2024, May 9, 2024, and September 12, 2024 regular meetings. **AYE:** Moini, Monroe, Warren, Coleman, Henry **NAY:** None. ***Motion Passed unanimously.***

7. Consider approving the Annual Meeting Notice for 2025.

Motion by Moini, **Second** by Warren, to approve the Annual Meeting notice for 2025. **AYE:** Moini, Monroe, Warren, Coleman, Henry **NAY:** None. ***Motion Passed unanimously.***

"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."

8. Consider denying the fifth Amendment to the Real Estate Purchase Agreement with Donna Richards Cooper and the Frank L. Richards 1992 Revocable Living Trust and take action as deemed necessary.

Chairman Henry stated that the fourth amendment expires today, and there has been no progress from the heirs in executing the quitclaim deed to finalize and transfer ownership. Furthermore, there is no indication that this action will take place.

Chairman Henry shared that they are currently exploring other various options and provided some insight into what those potential solutions might entail.

Motion by Moini, **Second** by Warren, to approve denying the fifth Amendment to the Real Estate Purchase Agreement with Donna Richards Cooper and the Frank L. Richards 1992 Revocable Living Trust. **AYE:** Monroe, Warren, Coleman, Henry, Moini **NAY:** None. **Motion Passed unanimously.**

ADJOURNMENT

Motion by Monroe, **Second** by Warren, to adjourn the October 10, 2024 meeting. **AYE:** Warren, Coleman, Henry, Moini, Monroe **NAY:** None. **Motion Passed unanimously.**

There will be no further business, the meeting adjourned at 2:35 P.M.



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

**THURSDAY, NOVEMBER 14, 2024 – 2:00PM
LAWTON CITY HALL – 3RD FLOOR CONFERENCE ROOM
212 SW 9TH STREET, LAWTON, OK 73501**

"Official action can be taken only on items which appear on the agenda. The Authority may approve, ratify, deny, defer, recommend, or continue any agenda item. The Authority may also propose and enact floor amendments to any matter presented before them. Under certain circumstances, items are deferred to a specific later date or stricken from the agenda entirely."

AGENDA

CALL TO ORDER/ROLL CALL

Chairman Henry called the meeting to order at 2:00 PM in the 3rd floor conference room of Lawton City Hall. Notice of meeting and agenda were posted on the City of Lawton website as required by law.

PRESENT: Brian Henry, Albert Johnson Jr., Carey Monroe*, Mike Cowan, Randy Warren, Steve Coleman**

ABSENT: Krista Ratliff, Kelly Harris, Hossein Moini,

ALSO PRESENT: Kobe Humble, City Clerk's Office; Kim McConnell, Lawton Constitution; Larry Parks, Parks & Rec; Kristin Huntley, Finance; Christopher Turner, Turner & Associates; William Miller, Play Lawton; Brian Schmidt, ESM Regional GM

***Arrived at 2:02 P.M.**

****Left at 2:40 P.M.**

Chairman Henry announced that the meeting would begin with Item #5 to accommodate Mr. Turner, who will be presenting the Audit Report.

REPORTS:

- 1. Indoor Facilities Committee – Receive a report regarding the activities of the Indoor Facilities Committee.**

"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."

Chairman Henry stated that in the last meeting, we approved a motion to leave any further amendments unexecuted on the 86 acres located on the south side of the river due to unresolved issues.

He stated that because of this, they immediately began exploring alternative sites. One of these has become a promising option for several reasons. Chairman Henry provided the Authority members a map which shows the areas of land that he is referring to. A copy of the map may be obtained from the City Clerk's Office upon request. He stated that there are three tracks of land—two on the north side and one on the south—totaling 39 acres. These tracks include city-owned property as well as land owned by the Lawton Public Schools Office of Land.

He mentioned that two of these tracks were previously exchanged between the city and the school system years ago. The remaining land includes a trailer park off Flower Mound Road and a tract near the Flats at MacArthur Apartment Complex.

While this site involves the Richards Trust, as did the south-side property, the issue there stemmed from an improperly transferred deed. However, this site appears less complicated. It remains under the control of the Frank Richards Trust, with Donna Richards as the primary trustee. She is currently having the abstracts prepared. If no similar deed transfer issues arise, there would be no obstacles to purchasing this property.

An appraisal, conducted at the same time as previous appraisals, values the property at \$248,000. Chairman Henry stated that he has spoken with Kevin Hime regarding the school land surrounding Eastside Park. He expressed strong confidence that his board would support a favorable lease agreement for the land's use, particularly for an indoor facility benefiting MacArthur.

Chairman Henry stated that Mr. Hime mentioned that their gyms are overwhelmed with activity, especially the smaller auxiliary gyms. The floors are in poor condition and barely suitable for practice. MacArthur also has archery programs using the gyms, creating additional demand for space. As a result, Hime sees this as a very attractive opportunity to swap services and better meet their needs.

Chairman Henry noted that they are actively exploring this option. If the land checks out, we could potentially acquire control of 128 acres, including the city-owned land, for \$248,000—a highly favorable outcome.

"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."

Chairman Henry noted that there are some topography challenges that will need to be addressed. However, he has already discussed potential solutions with John Wack.

The Authority engaged in further discussion about the land and explored the various possibilities it presents.

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

No reports at this time.

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

Chairman Henry introduced Brian Schmidt, the Regional General Manager of ESM.

Schmidt provided a detailed explanation of his role with ESM and shared some insights into his responsibilities.

Miller explained that last month, they were still awaiting final fall registration numbers, as registrations were still coming in. He noted that, as discussed previously, they lost all tackle football participants to a competing impact league, amounting to a loss of 332 players. This resulted in a 5% decrease in overall fall participation.

Miller highlighted a significant positive: despite losing those players, the overall participation only dropped slightly due to an 84% increase in youth baseball, softball, and volleyball registrations this fall. Miller expressed confidence that as they rebuild trust with the tackle football community and address the causes of the decline, even a partial return of tackle football participants would be impactful. He emphasized that the growth in other sports shows strong momentum for continued success.

Miller continued the discussion, providing further updates on current activities within Play Lawton and sharing ideas for future initiatives.

4. Finance Report – Consider approving the Treasurer's Report from Hatch, Croke, and Associates as well as corresponding financial statement(s) from Eastern Sports Management

"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."

Chairman Henry presented the financial statement(s) from Hatch, Croke, & Associates for the period ending September 30, 2023, as well as the financial statement from Eastern Sports Management for September 2024. Copies of these statements are available upon request from the City Clerk's office.

Motion by Warren, **Second** by Cowan, to approve the Treasurer's Report from Hatch, Croke, and Associates as well as financial statement(s) from Eastern Sports Management. **AYE:** Henry, Johnson, Monroe, Cowan, Warren **NAY:** None. ***Motion Passed unanimously.***

BUSINESS ITEMS:

5. Consider approving the Annual Audit from Turner & Associates and take action as deemed necessary.

Turner presented the Annual Audit Report, which is filed in the City Clerk's Office and available upon request.

Motion by Johnson, **Second** by Monroe, to approve the Annual Audit from Turner & Associates. **AYE:** Johnson, Monroe, Cowan, Warren, Coleman, Henry **NAY:** None. ***Motion Passed unanimously.***

6. Consider approving an amended LYSA budget for fiscal year 2024-2025 and take action as deemed necessary.

Chairman Henry stated that during a meeting with the Mayor about the budget process, and initially, the Authority was allocated slightly less than what was requested. However, this amendment aims to increase our original budget.

Chairman Henry highlighted specific figures on the budget worksheet, which are available for review upon request at the City Clerk's Office.

Motion by Johnson, **Second** by Monroe, to approve the amended LYSA budget for fiscal year 2024-2025 and take action as deemed necessary. **AYE:** Monroe, Cowan, Warren, Henry, Johnson **NAY:** None. ***Motion Passed unanimously.***

7. Consider approving the First Amended Agreement for Funding and Limited Support Agreement and take action as deemed necessary.

"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."

Chairman Henry explained that this amendment is directly tied to the budget, clarifying that it simply adjusts the funding amount while keeping the purpose unchanged.

Motion by Johnson, **Second** by Monroe, to approve First Amended Agreement for Funding and Limited Support Agreement and take action as deemed necessary. **AYE:** Monroe, Cowan, Warren, Henry, Johnson **NAY:** None. **Motion Passed unanimously.**

ADJOURNMENT

Motion by Monroe, **Second** by Warren, to adjourn the November 14, 2024, meeting. **AYE:** Cowan, Warren, Henry, Johnson, Monroe **NAY:** None. **Motion Passed unanimously.**

There will be no further business, the meeting adjourned at 2:53 P.M.

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this "Agreement") is made as of _____, 2025 (the "**Effective Date**"), by DONNA G. RICHARDS and GEORGE I. BRIDGES, JR., TRUSTEES OF THE FRANK L. RICHARDS 1992 REVOCABLE LIVING TRUST (collectively the "**Seller**"), and LAWTON YOUTH SPORTS TRUST AUTHORITY, an Oklahoma public trust ("**Buyer**").

The parties agree as follows:

1. **Sale and Purchase.** Seller agrees to sell and Buyer agrees to purchase that certain real property located in Lawton, Comanche County, Oklahoma, the legal description of which appears on **Exhibit A** and a general site depiction of which appears on **Exhibit B**, including all appurtenances and improvements (the "**Property**").

2. **Purchase Price.** The purchase price for the Property shall be \$300,000.00. Buyer shall pay the purchase price as follows:

2.1 **Deposit.** Within 3 business days after the Effective Date, Buyer shall deposit with Sovereign Abstract & Title, LLC, 1609 W. Gore Blvd., Lawton, OK 73501, Attn: Candy Mans (the "**Title Company**"), an earnest money deposit in the amount of \$15,000 (the "**Deposit**") to be applied against the purchase price at the Closing. The Title Company shall hold and disburse the Deposit in accordance with this Agreement.

2.2 **Payment at Closing.** At the Closing, the Title Company shall deliver the Deposit to Seller and Buyer shall pay to the Title Company the balance of the purchase price by wire transfer and the Title Company shall disburse such payment by wire transfer to an account designated by Seller.

3. **Title.**

3.1 **Title Commitment.** As soon as reasonably practicable, Seller shall instruct the Title Company to bring to date and furnish abstracts of title covering the Property through the effective date hereof (the "**Abstract**"). The Title Company shall deliver a commitment for an ALTA owner's policy of title insurance covering the Property (the "**Title Commitment**") issued by the Title Company and legible copies (when legible copies are available) of all documents that are the basis for proposed exceptions to coverage in the Title Commitment (the "**Exception Documents**"). The Title Commitment shall name Buyer as the proposed insured and state the purchase price as the policy amount. Buyer shall promptly deliver to Seller copies of the Title Commitment and Exception Documents.

3.2 **Review.** Buyer shall have a period (the "**Review Period**") ending 30 days after receipt of the Title Commitment and Abstract, but in no event beyond the expiration of the Inspection Period to notify Seller of any objections to any matters appearing in the Title Commitment or Abstract that cause Seller's title to the Property to not be marketable. Any matters referred to in the Title Commitment or Abstract to which Buyer does not object in writing within the Review Period shall be deemed to be permitted exceptions to Seller's title (the "**Permitted Exceptions**"). The Permitted Exceptions shall also include (a) liens for taxes, assessments, and governmental charges with respect to the Property that are not yet due or payable, (b) title to the oil, gas, and minerals, and (c) applicable zoning and land use laws and regulations.

3.3 **Curing Objections.** Seller shall satisfy at or before Closing all mortgages, deeds of trust, judgments, or other liens placed on the Property by Seller ("**Encumbrances**"). Seller shall not be obligated to cure or attempt to cure any matters referred to in the Title Commitment or Abstract to which

Buyer objects under Section 3.2, except as provided in the preceding sentence, or to satisfy any requirements in the Title Commitment for the issuance of a title insurance policy. Should, as of the expiration of the Inspection Period (as defined in Section 4.3), any such matters to which Buyer objects remain uncured or should Seller not commit to satisfy any requirements at or before the Closing, then Buyer may waive its objections, in which case such matters will become Permitted Exceptions, and purchase the Property without reduction of the purchase price or terminate this Agreement on or before the expiration of the Inspection Period. If Buyer terminates this Agreement, the Deposit shall be promptly returned to Buyer.

4. Diligence Materials and Inspections.

4.1 Delivery of Information. As soon as reasonably practicable, Seller shall provide to Buyer copies of or access to all of the following that are in Seller's possession (the "**Diligence Material**"): copies of title reports, title insurance commitments or policies, recent appraisals, and surveys relating to the Property.

4.2 No Liability. Buyer acknowledges that Seller has not made or will not make any representation or warranty about the accuracy or completeness of the Diligence Material. Seller shall not have any liability to Buyer or any other person relating to or resulting from use of the Diligence Material.

4.3 Inspection. During the period beginning on the Effective Date and ending 30 days within the Effective Date (the "**Inspection Period**"), Buyer and its consultants, agents, employees, and inspecting architects and engineers (collectively, "**Consultants**") shall have reasonable access to the Property for the purpose of conducting, at Buyer's sole cost and expense, any inspections or tests that Buyer wishes to make, including an environmental site assessment. Buyer and the Consultants (a) shall not interfere with any activities of Seller at the Property; (b) shall, to the extent allowed under Oklahoma law, indemnify, defend, and hold Seller harmless from all claims or costs arising or resulting from such inspections and tests, and (c) will promptly repair any damage to the Property or the personal property within the Property caused by the inspections and tests. The foregoing indemnity obligations shall survive any termination of this Agreement. Buyer and the Consultants shall not enter the Property or conduct any inspections or tests thereon without first coordinating the entry, test, or inspection with Seller's designated representative. If Buyer, in its discretion, determines that Buyer's intended use and development is not feasible or that the Property is otherwise unsatisfactory, Buyer may terminate this Agreement by notifying Seller in writing during the Inspection Period of Buyer's election to terminate this Agreement. If Buyer elects to terminate this Agreement pursuant to this Section 4.3, the Deposit shall be returned to Buyer. If Buyer does not provide such termination notice to Seller by the expiration of the Inspection Period, then Buyer shall be deemed to have approved the Property and, in such event, Buyer shall be deemed to have waived any further right to terminate this Agreement pursuant to this Section 4.3 and the Deposit shall have been fully earned by Seller and the Deposit shall thereafter be non-refundable to Buyer, except as expressly provided in this Agreement.

4.4 Reserved.

4.5 As-Is Sale; Release. Seller is selling the Property "AS-IS, WHERE IS, WITH ALL FAULTS." Neither Seller nor any of its representatives has made any statement or representation or warranty about the physical condition of the Property on which Buyer has relied in entering into this Agreement or on which Buyer will rely in purchasing the Property. Buyer represents that its managers, members, directors, officers, trustees, and Consultants are knowledgeable, experienced, and sophisticated in the purchase of real estate and that Buyer is relying and will rely solely on its own expertise and that of Buyer's managers, members, directors, officers, trustees, and Consultants in purchasing the Property and shall make an independent verification of the accuracy of any documents and information provided by Seller. Upon Closing, Buyer shall assume the risk that adverse matters, including adverse physical or

construction defects or adverse environmental, health, or safety conditions, may not have been revealed by Buyer's inspections and investigations. Buyer releases Seller and its respective successors and assigns from any claims which Buyer or any party related to or affiliated with Buyer has or may have arising from or related to any matter or thing related to the Property, except as expressly set forth in this Agreement to the contrary.

5. Closing. The closing of the sale of the Property (the "**Closing**") shall occur on a day acceptable to Buyer and Seller that is within 60 days of the Effective Date (the "**Closing Deadline**"). At or before the Closing, Seller and Buyer shall each take such actions and deliver the duly executed and acknowledged documents necessary or appropriate to close the sale as described in this Agreement. All documents shall be reasonably satisfactory to the legal counsel for the parties. The actions to be performed and the documents to be delivered at the Closing include those described in this section.

5.1 Seller's Acts and Deliveries. Seller shall deliver the following:

(a) A special warranty deed in the form set forth on **Exhibit C** conveying the Property to Buyer, subject to the Permitted Exceptions (the "**Deed**");

(b) An affidavit and indemnity of Seller enabling the Title Company to insure Buyer's title to the Property without exceptions for unfiled liens, rights of parties in possession, and matters created, first appearing in the public records, or attaching subsequent to the effective date of the Title Commitment but prior to Buyer's acquisition of title of record to the Property;

(c) An affidavit of Seller sufficient to relieve Buyer of its withholding obligations under § 1445 of the Internal Revenue Code;

(d) A settlement statement; and

(e) Any documentation required by local applicable laws.

5.2 Buyer's Acts and Deliveries. Buyer shall deliver the following:

(a) Balance of the purchase price;

(b) A settlement statement; and

(c) Any documentation required by local applicable laws.

6. Costs. At Closing, Seller shall pay Seller's attorneys' fees, the cost of curing Buyer's title objections at Seller's discretion, the costs for abstracting and title examination by the Title Company and one-half of the costs of the closing fees and expenses of the Title Company. At Closing, Buyer shall pay Buyer's attorneys' fees, the premium for the owner's and/or lender's title insurance policy and any endorsements issued in connection therewith, the documentary stamp or transfer taxes, all recording fees, all costs associated with Buyer's inspections, and one-half of the costs of the closing fees and expenses of the Title Company. The liability of the parties for these allocated costs shall survive any termination of this Agreement.

7. Prorations. Seller shall be responsible for the payment of all ad valorem real estate taxes and assessments assessed against the Property for the years prior to the year of Closing and all matured special assessments against the Property. Ad valorem real estate taxes and assessments for the year of Closing shall be prorated between Buyer and Seller. If the actual amount of ad valorem taxes and

assessments for the year of Closing cannot be determined at Closing, the proration shall be on the basis of the amount assessed for the prior year, adjusted to reflect changes in assessed value or rates known to be in effect for the year of Closing.

8. Conditions to Buyer's Obligation to Close. The obligation of Buyer to close and purchase the Property shall be subject to and conditioned upon the satisfaction, at or before the Closing, of Seller's performance of all of its obligations under this Agreement in all material respects, which Buyer may waive in its discretion. Seller and Buyer shall use reasonable efforts to cause the satisfaction of the conditions at or before the Closing.

9. Condition to Seller's Obligation to Close. The obligation of Seller to close and sell the Property shall be subject to and conditioned upon the satisfaction, at or before the Closing, of Buyer's performance of all of its obligations under this Agreement in all material respects, which Seller may waive in its discretion. Seller and Buyer shall use reasonable efforts to cause the satisfaction of the conditions at or before the Closing.

10. Breach or Failure to Close; Termination. If the sale of the Property is not consummated due to Buyer's default, then Seller may, as its sole remedy for such default, terminate this Agreement and receive the Deposit as liquidated damages and not as a penalty, because the actual damages to Seller from a default by Buyer would be impractical or extremely difficult to ascertain and the amount of the Deposit is a reasonable estimate of the actual damages. If the sale of the Property is not consummated due to Seller's default, then Buyer shall be entitled to receive the return of the Deposit and seek specific performance of this Agreement; provided, however, that Buyer must commence any such action for specific performance within 120 days after the Closing Deadline. Buyer or Seller may terminate this Agreement if the Closing has not occurred (other than through the failure of the party seeking to terminate this Agreement to comply fully with its obligations under this Agreement) by the Closing Deadline, in which event the Deposit shall be returned to Buyer.

11. Damage or Destruction. If the Property is damaged by any casualty prior to the Closing, Seller shall notify Buyer in writing (the "**Casualty Notice**"). The Casualty Notice shall include a description of the damage in reasonable detail, Seller's estimate of the time and cost to repair the damage, and Seller's reasonable determination as to whether or not the casualty is covered by Seller's insurance. All risk of loss to the Property shall remain with Seller prior to Closing. If the Property is materially damaged prior to Closing and Seller is either unable or unwilling to restore the Property prior to Closing to substantially the same condition it was prior to the casualty, at Buyer's option, Buyer may (a) elect to terminate this Agreement within 20 days after Buyer receives the notice described above or at the Closing, whichever is earlier, in which event the Deposit shall be returned to Buyer, or (b) elect to take the Property as it then is, in which event at Closing all of the property insurance proceeds for the Property shall be assigned by Seller to Buyer in respect of the damage. For the purposes of this section, the Property will be deemed to be "materially damaged" if the damage to the Property is greater than \$100,000.

12. Condemnation. Seller will give Buyer prompt notice of any actual or threatened condemnation of any portion of the Property. If prior to the Closing there is a threat of or an actual condemnation of any material portion of the Property, Buyer may terminate this Agreement by written notice to Seller within 20 days after Buyer receives the notice described above or at the Closing, whichever is earlier, in which event the Deposit shall be returned to Buyer. If Buyer does not elect to terminate this Agreement, Buyer shall purchase the Property without reduction of the purchase price, and Seller shall assign or pay to Buyer all of Seller's interest in any condemnation award. For the purposes of this section, "material portion" shall mean a taking of the Property valued at greater than \$100,000.

13. Miscellaneous.

13.1 Intentionally Omitted.

13.2 Time. Time is of the essence of this Agreement. If the last day of any time period provided in this Agreement falls on a Saturday, Sunday, or legal holiday, the period shall be extended to end on the next day that is not a Saturday, Sunday, or legal holiday.

13.3 Notice. All notices required or permitted by this Agreement shall be in writing and shall be personally delivered in return for a receipt or sent by certified mail, return receipt requested, or by overnight courier, to the addresses set forth below, or transmitted by email to the email address for each party set forth. All notices shall be deemed given on the date of delivery or, if sent by (a) mail as provided above, on the 3rd business day after the date of deposit in the U.S. mail, (b) courier as provided above, on the next business day after delivery to the courier, or (c) email as provided above, upon receipt if sent prior to 5:00 p.m. local time at the address of the addressee, or on the next business day if delivered after 5:00 p.m. local time or on a Saturday, Sunday, or legal holiday. Any party may change the address to which notices are to be given by giving notice in this manner.

13.4 Brokerage Commission. To the extent allowed under Oklahoma law, Seller and Buyer shall each indemnify and hold the other harmless from and against any and all claims and expenses arising out of or resulting from any agreement alleged to have been made by the indemnifying party or on its behalf with any other broker or finder in connection with this Agreement or the transaction contemplated by this Agreement.

13.5 Construction. The rule of construction that a document is to be construed most strictly against the party who drafted the document is not applicable to this Agreement because both parties participated in the preparation of this Agreement. "Includes" and "including" are not limiting. References to sections and exhibits are to sections and exhibits of this Agreement unless otherwise indicated. References to numbered sections include included sections. For example, a reference to Section 1 includes Section 1.1, 1.1(a), etc. Any reference to "this Agreement" is a reference to this Agreement as a whole, and is not limited to the particular section, clause, exhibit, or provision in which the reference appears, and to this Agreement as amended, supplemented, replaced, or assigned from time to time. The meanings of defined terms are applicable to the singular and plural forms of the defined terms.

13.6 Counterparts. This Agreement may be executed in one or more counterparts. It shall not be necessary for the signature of more than one party to appear on any single counterpart. Each counterpart shall be deemed to be an original of this Agreement, and all counterparts together shall constitute one agreement. The exchange of executed counterparts of this Agreement or of executed signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this Agreement, and such counterparts may be used in lieu of the original for all purposes.

13.7 Attorneys' Fees. In any action between the parties relating to this Agreement, each party shall be responsible for their respective attorney fees and costs.

13.8 Further Assurances. Each party will without further consideration execute and deliver such other documents and take such other actions, whether prior or subsequent to the Closing, as may be reasonably requested by the other party to consummate or evidence more effectively the purposes or subject matter of this Agreement, at the sole cost of the requesting party.

13.9 Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of Oklahoma. The parties agree that they are each subject to the personal jurisdiction

of the state courts sitting in Comanche County in the State of Oklahoma and that such courts shall be the exclusive jurisdiction for bringing all actions that might arise from or be related to this Agreement.

13.10 Limitation of Liability. Notwithstanding any provision to the contrary contained in this Agreement or any documents executed by Seller pursuant hereto or in connection herewith, the maximum aggregate liability of Seller in connection with the Property and/or the sale thereof to Buyer, including, without limitation, for Seller's breaches of its obligations in this Agreement or in any documents executed by Seller pursuant hereto or in connection herewith, shall not exceed \$25,000 in the aggregate. provided, however, that notwithstanding the foregoing to the contrary, such limitation of liability shall not apply to any fraud or intentional misconduct of Seller. The provisions of this Section shall survive the Closing. In addition, in no event whatsoever shall recourse be had or liability asserted against any of Seller's members, shareholders, employees, agents, directors, officers or other owners of Seller.

13.11 No Punitive, Special or Consequential Damages. Buyer and Seller hereby each waive and release any right each might otherwise have to seek punitive, special and/or consequential damages from the other.

13.12 Reserved.

13.13 Binding Effect; Assignment. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns; provided, however, that Buyer shall have the right to assign this Agreement to an affiliate that is under common control with Buyer, with prompt written notice to Seller of such assignment. Buyer shall also have the authority to assign this Agreement to its beneficiary, the City of Lawton. No assignment or transfer shall affect or relieve the liability of Buyer under this Agreement.

13.14 Intentionally Omitted.

13.15 Entire Agreement. This Agreement constitutes the final expression of the entire agreement between Buyer and Seller and there are no agreements, understandings, restrictions, warranties, or representations other than those stated in this Agreement. This Agreement cannot be amended except by a writing executed by Buyer and Seller.

(Signatures on following pages)

*** * * Signature Page to Real Estate Purchase Agreement * * ***

EXECUTED as of the Effective Date.

SELLER:

FRANK L. RICHARDS 1992 REVOCABLE LIVING TRUST

By: _____
Donna G. Richards, Trustee

Address: 322 SE Camelot Drive, Lawton, OK 73501
Email: okieflame@aol.com

By: _____
George I. Bridges, Jr., Trustee

Address: 6222 NW Stonebridge Ct., Lawton, OK 73505
Email: georgebridges@sbcglobal.net

and a copy to:
Isai Molina
McAfee & Taft A Professional Corporation
Eighth Floor, Two Leadership Square
211 N. Robinson Avenue
Oklahoma City, Oklahoma 73102-7103
Email: isai.molina@mcafeetaft.com

BUYER:

LAWTON YOUTH SPORTS TRUST AUTHORITY

Brian Henry, Chairman of the Trust Authority

Address: _____
Email: _____

Acceptance and Receipt by Title Company

The undersigned acknowledges receipt of the Deposit and agrees to hold the Deposit in accordance with this Agreement.

EXECUTED on _____, 2025.

Sovereign Abstract & Title, LLC

By: _____

Name: _____

Title: _____

Address: 1609 W. Gore Blvd.,

Lawton, OK 73501

Attn: Candy Mans

Email: Candy@sovereigntitleok.com

EXHIBIT A

Legal Description

The Northeast Quarter (NE/4) of the Southwest Quarter (SW/4) of Section Twenty-seven (27), Township Two (2) North, Range Eleven (11) West, I.M., Comanche County, Oklahoma, according to the U.S. Government Survey thereof;

LESS AND EXCEPT: a tract of land in the Southwest Quarter (SW/4) of Section Twenty-seven (27), Township Two (2) North, Range Eleven (11) West, I.M., Comanche County, Oklahoma, described as follows: Commencing at the Southeast Corner of said Southwest Quarter (SW/4); THENCE N00°12'42"E on the East line of said SW/4 a distance of 2631.55 feet to a point which is the Northeast Corner of said SW/4 for a Point of Beginning; THENCE S00°12'42"W on the East line of said SW/4 a distance of 100.00 feet; THENCE N89°32'59"W and parallel with the North line of said SW/4 a distance of 100.00 feet; THENCE N00°12'42"E and parallel with the East line of said SW/4 a distance of 100.00 feet to a point on the North line of said SW/4; THENCE S89°32'59"E on the North line of said SW/4 a distance of 100.00 feet to the Point of Beginning.

EXHIBIT B

Depiction



EXHIBIT C

Deed

When Recorded Mail to:

SPECIAL WARRANTY DEED

DONNA G. RICHARDS and GEORGE I. BRIDGES, JR., TRUSTEES OF THE FRANK L. RICHARDS 1992 REVOCABLE LIVING TRUST ("**Grantor**"), whose mailing address is 322 SE Camelot Drive, Lawton, OK 73501, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it in hand paid by LAWTON YOUTH SPORTS TRUST AUTHORITY, an Oklahoma public trust ("**Grantee**"), whose mailing address is [____], the receipt and sufficiency of which consideration are hereby acknowledged, has GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL, and CONVEY, unto Grantee that certain real property located in Comanche County, Oklahoma, and being more particularly described and depicted in **Exhibit A** attached hereto and by this reference made a part hereof for all purposes (the "**Land**"), together with (i) all improvements thereon (the "**Improvements**") and (ii) all right, title and interest of Grantor in and to all streets, alleys, easements and rights of way in, on, across, in front of, abutting or adjoining the Land and any other appurtenances belonging thereto (the "**Appurtenances**"). The Land, the Improvements, and the Appurtenances may sometimes hereinafter be referred to collectively as the "**Property**". It is expressly acknowledged by Grantee that the conveyance provided for herein by Grantor shall not include any of Grantor's right, title or interest in and to all oil, gas, sulphur and other minerals located in, on or under the Land and that may be produced therefrom, together with any rights under any leases of such rights, all royalties, rentals, bonuses, and other payments and consideration from any and all such leases now or hereafter existing and any and all other rights, title and interest appurtenant to such rights (such excluded rights hereinafter the "**Mineral Rights**"); provided, however, that notwithstanding such Mineral Rights, as a part of such reservation by Grantor, the use of the surface of the Land in connection with the exercise of the reserved Mineral Rights shall be restricted such that Grantor, on behalf of itself and its successors and assigns, waives all rights to the surface of the Land and to the right to conduct operations of whatsoever nature with respect to the exploration for, exploitation of, mining, production, processing, transporting and marketing of oil, gas, sulphur or other minerals from the Land but that nothing shall restrict or prohibit the pooling or unitization of the portion of the Mineral Rights with land other than the Land, or the exploration or production of the oil, gas, sulphur and other minerals by means of wells that are drilled or mines that open on land other than the Land but enter or bottom under the Land, or by any other method that does not require ingress and egress over the surface of the Land, provided that such actions do not restrict or negatively impact the construction of improvements on the Land (the "**Surface Waiver**").

This Special Warranty Deed is made and accepted expressly subject to (i) those encumbrances and exceptions (hereinafter collectively the "**Permitted Exceptions**") set forth in **Exhibit B** attached hereto and by this reference made a part hereof for all purposes, to the extent and only to the extent valid and enforceable against the Property and (ii) the reservation of the Mineral Rights (as limited by the Surface Waiver).

TO HAVE AND TO HOLD the Property, as aforesaid, unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property, subject to the Permitted Exceptions and the reservation of Mineral Rights (as limited by the Surface Waiver), unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through, or under Grantor, but not otherwise.

(Signature Page to Follow)

SIGNATURE PAGE TO SPECIAL WARRANTY DEED

IN WITNESS WHEREOF, this Special Warranty Deed has been executed and delivered to be effective for all purposes as of the _____ day of _____, 2025.

GRANTOR:

FRANK L. RICHARDS 1992 REVOCABLE LIVING TRUST

By: _____
Donna G. Richards, Trustee

By: _____
George I. Bridges, Jr., Trustee

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Donna G. Richards, Trustee of the Frank L. Richards 1992 Revocable Living Trust.

NOTARY PUBLIC, STATE OF OKLAHOMA
Commission No. _____

My Commission Expires:

(SEAL)

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by George I. Bridges, Jr., Trustee of the Frank L. Richards 1992 Revocable Living Trust.

My Commission Expires:

(SEAL)

NOTARY PUBLIC, STATE OF OKLAHOMA
Commission No. _____

Exhibit A to Special Warranty Deed

Legal Description of Property

The Northeast Quarter (NE/4) of the Southwest Quarter (SW/4) of Section Twenty-seven (27), Township Two (2) North, Range Eleven (11) West, I.M., Comanche County, Oklahoma, according to the U.S. Government Survey thereof;

LESS AND EXCEPT: a tract of land in the Southwest Quarter (SW/4) of Section Twenty-seven (27), Township Two (2) North, Range Eleven (11) West, I.M., Comanche County, Oklahoma, described as follows: Commencing at the Southeast Corner of said Southwest Quarter (SW/4); THENCE N00°12'42"E on the East line of said SW/4 a distance of 2631.55 feet to a point which is the Northeast Corner of said SW/4 for a Point of Beginning; THENCE S00°12'42"W on the East line of said SW/4 a distance of 100.00 feet; THENCE N89°32'59"W and parallel with the North line of said SW/4 a distance of 100.00 feet; THENCE N00°12'42"E and parallel with the East line of said SW/4 a distance of 100.00 feet to a point on the North line of said SW/4; THENCE S89°32'59"E on the North line of said SW/4 a distance of 100.00 feet to the Point of Beginning.

Depiction



Exhibit B to Special Warranty Deed

Permitted Exceptions