



AGENDA
LAWTON YOUTH SPORTS TRUST AUTHORITY
SPECIAL MEETING
LAWTON CITY HALL- 212 SW 9th STREET, LAWTON, OKLAHOMA
3rd FLOOR CONFERENCE ROOM
MONDAY, MARCH 27, 2023– 2:00PM

AGENDA

I. CALL TO ORDER/ ROLL CALL

II. REPORTS:

- A. Facilities Committee- Receive a report from Chairman Henry regarding the activities of the Facilities Committee.**

III. BUSINESS ITEMS:

- A. Reconsider and reject the March 2, 2023 Letter of Intent submitted by the Kiowa Comanche Apache Intertribal Land Use Committee ("KCAILUC") to the Lawton Youth Sports Trust Authority.**
- B. Consider a proposed March 16, 2023 Letter of Intent by the Lawton Youth Sports Authority to the Kiowa Comanche Apache Intertribal Land Use Committee, and a proposed Amended Letter of Intent dated March 17, 2023 from Kiowa Comanche Apache Intertribal Land Use Committee to the Lawton Youth Sports Authority, and after discussion take appropriate action, which may include the approval of one of these proposed LOIs.**

IV. DISCUSSION ITEMS

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."

KIOWA, COMANCHE & APACHE
INTERTRIBAL LAND USE COMMITTEE
P.O. BOX 885 610 E. GORE BOULEVARD
LAWTON, OKLAHOMA 73502
PHONE: 580-699-4088



March 2, 2023

Brian Henry
Senior Vice President
Liberty National Bank
Lawton Youth Sports Authority
212 SW 9th Street
Lawton, OK 73501
(580) 695-8462

**Re: Letter of Intent regarding Lawton Sports Complex Development
On KCAILUC Trust Land near Thomas Elmer Park in Lawton**

Dear Mr. Henry:

This letter of intent ("LOI") confirms our understanding regarding the plan to develop a sports complex on the Kiowa Comanche Apache Intertribal Land Use Committee ("KCAILUC") lands near Cache Road and Interstate 44 (the ["Planned Development"]). The Lawton Youth Sports Authority ("LYSA") and the KCAILUC will be the parties to the LOI. Such Planned Development and the other matters described in this LOI are referred to as the "Proposed Transactions." We have agreed to proceed as follows:

Transaction Elements and Structure. The Proposed Transactions will include the following components:

The Planned Development will include a long term federal lease of 80 acres of the KCAILUC federal trust property North of Elmer Thomas Park at Cache Road in Lawton. The Planned Development would include a 55 year lease of certain property from the KCAILUC to the LYSA for a nominal annual rental of \$1 a year. LYSA would have the option to renew for a successive term.

On federal trust land the state and local governments have no jurisdiction to assess or collect property, sales or other taxes. However, the KCAILUC and LYSA agree that that the City of Lawton may assess, collect and receive all sales taxes exclusively from the Planned Development regardless of whether sales are made to Native Americans or non-Indians.

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These revenues shall be known as the Planned Development Sales Tax. No other taxes may be assessed, collected or remitted the State or local governments. The KCAILUC and its member tribes agree not to assess or collect taxes within the Planned Development during the terms of Definitive Agreements. The LYSA shall consummate an agreement that the City of Lawton for the City of Lawton to remit promptly all tax collections from the Planned Development with the purpose of funding the operations and expansion of the Planned Development for a period of five (5) years. The LYSA shall have the sole discretion for the use such revenue within those purposes during the term. The KCAILUC and the LYSA shall negotiate every five years regarding the use the Planned Development tax collections.

KCAILUC shall have naming rights to any sports facilities and fields. LYSA will finance the Planned Development from grants, bonds, Planned Development Sales Tax revenue, and other sources. These and other elements of the Planned Development are subject to negotiation resulting in Definitive Agreements.

The KCAILUC and the LYSA agree to arbitration to resolve any disputes.

Definitive Agreements. The parties intend to incorporate the terms and conditions expressed in this LOI into one or more mutually acceptable definitive agreements to be entered into among the parties (the "Definitive Agreements"). The Definitive Agreements will describe the Proposed Transactions and will also include customary indemnities relating to liabilities arising from the operation of the Planned Development following the Closing Date.

Non-Confidentiality. The terms of this LOI and the fact of the parties' discussions concerning the Proposed Transactions may be made public.

Limited Binding Effect. The parties understand and agree that (a) this LOI sets forth the parties' current understanding which may be set out in a binding fashion in the Definitive Agreements to be executed at a later date, and (b) this LOI does not create, and is not intended to create, a binding and enforceable contract among the parties or a duty on the part of any party to negotiate in good faith towards a binding contract, and may not be relied upon by any party as the basis for a contract by estoppel or otherwise, but rather evidences a non-binding expression of understanding to endeavor, without obligation, to negotiate mutually acceptable Definitive Agreements. This LOI sets forth the entire understanding among the parties hereto as of the date hereof with respect to the subject matter of this LOI.

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Termination. This LOI shall terminate upon (a) the execution of the Definitive Agreements by the parties or (b) delivery of written termination from any of the parties to the other parties.

Governing Law. This LOI will be governed by and construed in accordance with the laws of the State of Oklahoma, and federal law without regard to any conflict of law provisions that would render the law of another jurisdiction applicable.

Counterparts. This LOI may be executed in one or more counterparts (including by means of executed counterparts transmitted by electronic methods), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Expiration. This LOI is valid if countersigned by LYSA and returned to KCAILUC prior to 5:00 p.m. Central Time on Monday, April 3, 2023.

KIOWA, COMANCHE & APACHE
INTERTRIBAL LAND USE COMMITTEE
P.O. BOX 885 610 E. GORE BOULEVARD
LAWTON, OKLAHOMA 73502
PHONE: 580-699-4088



If the terms and conditions of this LOI reflect our mutual understanding and intentions, please sign and return a counterpart of this LOI. We look forward to completing the Proposed Transactions as expeditiously and efficiently as possible.

Very truly yours,

Durell Cooper
Chairman of the KCAILUC
Chairman of the Apache Tribe

AGREED AND ACCEPTED by resolution of the Lawton Sports Authority this 2nd day of March, 2023:

Brian Henry
Lawton Youth Sports Authority

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Durell Cooper
Chairman of the KCAILUC
Chairman of the Apache Tribe
P.O. Box 885
610 E. Gore Blvd.
Lawton, OK 73502

March 16, 2023

**Re: Letter of Intent regarding Lawton Sports Complex Development
On KCAILUC Trust Land near Thomas Elmer Park in Lawton**

Chairman Cooper,

This letter of intent (“LOI”) acts as a non-binding document between the Lawton Youth Sports Authority (“LYSA”) and the Kiowa Comanche Apache Intertribal Land Use Committee (“KCAILUC”) confirming that both parties intend to enter into negotiations regarding the development of a sports complex on KCAILUC trust lands near Cache Road and Interstate 44, specifically on federal trust property north of Elmer Thomas Park at Cache Road in Lawton.

The LYSA and KCAILUC are the named parties to this LOI. This LOI is not intended to create a binding and enforceable contract among the parties or a duty on the part of any of the parties to negotiate in good faith towards a binding contract and may not be relied upon as the basis for a contract by estoppel or otherwise, but rather evidences a non-binding expression of understanding to endeavor, without obligation, into the feasibility of an agreement for the use of KCAILUC trust land. Additionally, this LOI may be canceled at any time by either party giving written notice to the other party of its desire to do so.

Topics of negotiation include but are not limited to the following: term of the agreement, feasibility of a lease agreement, collection and enforcement of sales tax, waiver of sovereign immunity [at a minimum a limited waiver of sovereign immunity], jurisdictional response regarding emergency services, naming rights, governing law, and termination.

The parties may make known to the public, the fact that negotiations are occurring and that an LOI has been signed.

This LOI may be executed in one or more counterparts (including by means of executed counterparts transmitted by electronic methods), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

If the terms and conditions of this LOI reflect our mutual understanding and intentions, please sign and return a counterpart of this LOI. We look forward to entering into negotiations with KCAILUC and further discussing the development of a sports complex. This LOI is valid if countersigned by KCAILUC and returned to LYSA prior to 5:00 pm central time on Monday, May 1, 2023.

Respectfully,

Brian Henry
Chairman of the Lawton Youth Sports Authority

AGREED AND ACCEPTED by resolution of the Kiowa Comanche Apache Intertribal Land Use Committee this _____ day of _____, 2023.

Durell Cooper
Chairman of the KCAILUC
Chairman of the Apache Tribe

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March 17, 2023

Brian Henry
Senior Vice President
Liberty National Bank
Lawton Youth Sports Authority
212 SW 9th Street
Lawton, OK 73501
(580) 695-8462

**Re: Amended Letter of Intent regarding Lawton Sports Complex Development
On KCAILUC Trust Land near Thomas Elmer Park in Lawton**

Dear Mr. Henry:

This letter of intent ("LOI") confirms our understanding regarding the plan to develop a sports complex on the Kiowa Comanche Apache Intertribal Land Use Committee ("KCAILUC") lands near Cache Road and Interstate 44 (the ["Planned Development"]). The Lawton Youth Sports Authority ("LYSA") and the KCAILUC will be the parties to the LOI. Such Planned Development and the other matters described in this LOI are referred to as the "Proposed Transactions." This letter amends the earlier letter dated March 3. We have agreed to proceed as follows:

1. Transaction Elements and Structure. The Proposed Transactions will include the following components:

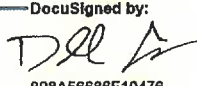
The Planned Development will include a long term federal lease of 80 acres of the KCAILUC federal trust property North of Elmer Thomas Park at Cache Road in Lawton. The Planned Development. Elements such as the terms, taxes, investment, naming rights, financing, dispute resolution and other elements can be negotiated at a later date resulting in Definitive Agreements.

2. Definitive Agreements. The parties intend to incorporate the terms and conditions expressed in this LOI into one or more mutually acceptable definitive agreements to be entered into among the parties (the "Definitive Agreements"). The Definitive Agreements will describe the Proposed Transactions and will also include customary indemnities relating to liabilities arising from the operation of the Planned Development following the Closing Date.
3. Non-Confidentiality. The terms of this LOI and the fact of the parties' discussions concerning the Proposed Transactions may be made public.

4. Limited Binding Effect. The parties understand and agree that (a) this LOI sets forth the parties' current understanding which may be set out in a binding fashion in the Definitive Agreements to be executed at a later date, and (b) this LOI does not create, and is not intended to create, a binding and enforceable contract among the parties or a duty on the part of any party to negotiate in good faith towards a binding contract, and may not be relied upon by any party as the basis for a contract by estoppel or otherwise, but rather evidences a non-binding expression of understanding to endeavor, without obligation, to negotiate mutually acceptable Definitive Agreements. This LOI sets forth the entire understanding among the parties hereto as of the date hereof with respect to the subject matter of this LOI.
5. Termination. This LOI shall terminate upon (a) the execution of the Definitive Agreements by the parties or (b) delivery of written termination from any of the parties to the other parties.
6. Governing Law. This LOI will be governed by and construed in accordance with the laws of the State of Oklahoma, and federal law without regard to any conflict of law provisions that would render the law of another jurisdiction applicable.
7. Counterparts. This LOI may be executed in one or more counterparts (including by means of executed counterparts transmitted by electronic methods), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
8. Expiration. This LOI is valid if countersigned by LYSA and returned to KCAILUC prior to 5:00 p.m. Central Time on Monday, April 3, 2023.

If the terms and conditions of this LOI reflect our mutual understanding and intentions, please sign and return a counterpart of this LOI. We look forward to completing the Proposed Transactions as expeditiously and efficiently as possible.

Very truly yours,

DocuSigned by:


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Durell Cooper

Chairman of the KCAILUC

Chairman of the Apache Tribe

AGREED AND ACCEPTED by resolution of the Lawton Sports Authority this ____ day of _____, 2023:

Brian Henry
Lawton Youth Sports Authority