AGENDA
LAWTON YOUTH SPORTS TRUST AUTHORITY
SPECIAL MEETING
LAWTON CITY HALL- 212 SW 9th STREET, LAWTON, OKLAHOMA
3rd FLOOR CONFERENCE ROOM
THURSDAY, AUGUST 11, 2022– 2:00PM

AGENDA

I. CALL TO ORDER/ ROLL CALL

II. REPORTS

A. **Programs Committee-** Receive a report from Moini and take action as necessary.

B. **Facilities Committee-** Receive a report from Chairman Henry and take action as necessary.

C. **Parks & Recreation-** Receive a report from the City of Lawton Parks & Rec Division and take action as necessary.

III. BUSINESS ITEMS:

A. **Consider approving the minutes of the July 14, 2022 and July 22, 2022 meetings.**

B. **Consider approving an agreement for management services between Lawton Youth Sports Trust Authority and Eastern Sports Management, LLC for the assistance of management of sports programming and sports facilities, subject to the approval of a Limited Support Agreement between City of Lawton and Lawton Youth Sports Authority and authorize the Chairman to execute said agreement.**

C. **Discuss and consider a proposed budget for FY 22-23 and take action as necessary.**

IV. ADJOURN

"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."

ITEM NO. ______________2A__________

MTG. DATE ________August 11, 2022__

LAWTON YOUTH SPORTS AUTHORITY
AGENDA ITEM COMMENTARY

ITEM TITLE: Consider approving the minutes of the July 14, 2022 and July 22, 2022 meetings.

INITIATOR: Donalynn Blazek-Scherler, Recording Secretary

INFORMATION SOURCE: City Clerk's Office

BACKGROUND: Minutes from the July 14, 2022 and July 22, 2022 meetings have been drafted and are awaiting approval

EXHIBITS: Draft minutes from July 14, 2022 and July 22, 2022 meetings.

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDED ACTION: Approve the minutes for the July 14, 2022 and July 22, 2022 meetings.

MINUTES

LAWTON YOUTH SPORTS TRUST AUTHORITY

SPECIAL MEETING

LAWTON CITY HALL- 212 SW 9th Street, Lawton, Oklahoma

3rd FLOOR CONFERENCE ROOM

THURSDAY, JULY 14, 2022– 2:00PM

Brian Henry called the meeting to order at 2:05 p.m. in the 3rd Floor Conference Room of City Hall. Notice of meeting and agenda were posted on the City Hall notice board as required by law.

I. ROLL CALL

PRESENT:	Steve Coleman Sean Fortenbaugh Brian Henry Hossein Moini Carey Monroe Clint Powell Krista Ratliff Randy Warren
ABSENT:	Albert Johnson, Jr.
ALSO PRESENT:	Tim Wilson, Deputy City Attorney Kim McConnell, Lawton Constitution Eric Swanson, Southwest Ledger Joseph Painter, Engineer Dewayne Burk, Deputy City Manager Christine James, Parks & Rec Director Donalynn Blazek-Scherler, Sr. Deputy City Clerk.

II. INTRODUCTION OF GUESTS

No guests were present.

Chairman Henry stated Business item 4B will be stricken from the agenda.

III. REPORTS

A. **Programs Committee-** Receive a report from Moini and take action as necessary.

Nothing to report at this time.

B. **Facilities Committee-** Receive report from Chairman Henry and take action as necessary.

Nothing to report at this time.

C. **Parks & Recreation-** Receive report from the City of Lawton Parks & Rec Division and take action as necessary.

James stated Parks and Rec is pushing forward with signups for football, volleyball, and adult softball. Registration for those sports will open on July 18th through Team Sideline.

Chairman Henry asked if there was anything the trustees could do to help advertise.

James stated she needs to see if fall sports are on the City's page yet, but the trustees could share that information to their page when it is available.

Monroe stated it was posted two days ago.

Chairman Henry stated that Jason James with LPS is also willing to help get information out.

Chairman Henry explained the land swap done with LPS, and why Grandview was part of that agreement. He stated the City only owned a few feet of land in the outfield.

James stated the City owned a very narrow 10-acre piece on the South end near 52nd Street that was not even the equivalent of an entire ballfield, and LPS owned the rest. She stated the City has already been in talks with LPS to maintain a use agreement, so nothing will change there.

James stated for maintenance purposes, the City will try playing all football games at Ahlschlager Park this year. She stated this will make it easier for the referees to move between games, and Parks & Rec will not have to keep three facilities game day ready.

IV. BUSINESS ITEMS:

A. Consider approving the minutes of the May 12, 2022 meeting.

Motion by Moini, **Second** by Ratliff, to approve the minutes of May 12, 2022. **AYE:** Henry, Moini, Monroe, Powell, Ratliff, Warren, Coleman, Fortenbaugh **NAY:** None. ***Motion Passed.***

B. Pursuant to Section 307C.11, Title 25, Oklahoma Statute, consider convening in executive session to discuss the hiring of a contractor to oversee the operations of youth sports, as public disclosure of the matter discussed would interfere with the development of products or services and/or violate the confidentiality of the business, and take action in open session as necessary.

STRICKEN

V. ADJOURN

There being no further business, the meeting was adjourned at 2:11 P.M.

Motion by Moini, **Second** by Ratliff, to adjourn the meeting of July 14, 2022. **AYE:** Moini, Monroe, Powell, Ratliff, Warren, Coleman, Fortenbaugh, Henry **NAY:** None. ***Motion Passed.***

MINUTES

LAWTON YOUTH SPORTS TRUST AUTHORITY

SPECIAL MEETING

LAWTON CITY HALL- 212 SW 9th Street, Lawton, Oklahoma

3rd FLOOR CONFERENCE ROOM

FRIDAY, JULY 22, 2022– 11:00AM

Chairman Henry called the meeting to order at 11:00 a.m. in the 3rd Floor Conference Room of City Hall. Notice of meeting and agenda were posted on the City Hall notice board as required by law.

I. ROLL CALL

PRESENT:	Steve Coleman Brian Henry Albert Johnson, Jr. Hossein Moini Carey Monroe Clint Powell Krista Ratliff Randy Warren
ABSENT:	Sean Fortenbaugh
ALSO PRESENT:	Allan Hampton, Ward 5 Councilmember Kim McConnell, Lawton Constitution Eric Swanson, Southwest Ledger Eric Sherum, Oklahoma Sports Network Logan Dye, Lawton Youth Sports Cassandra Willrich, Lawton Youth Sports John Ratliff, City Attorney Caitlin Gatlin, Communications & Marketing Director Dewayne Burk, Deputy City Manager Christine James, Parks & Rec Director Donalynn Blazek-Scherler, Sr. Deputy City Clerk.

I. BUSINESS ITEMS:

A. Discuss the proposals received to provide youth sports management services, and based upon the results of the ranking criteria, authorize the entering into negotiations with Eastern Sports Management for a contract.

Chairman Henry stated the information on this item will come from the Programs Committee. The committee consists of four board members- Moini, Ratliff, Johnson Jr, and Monroe, and three community members- Makenzie Ridenhour, Mike Cowan, and Frank Myers.

Moini thanked the committee members for their time and investment. He stated this process started in mid-March with an RFI. It then moved to an RFP, and eight proposals were received. Out of the eight, six were selected to give an oral presentation. Three finalists were reviewed further in the scope of experience and cost. Eastern Sports was selected as the final candidate. He stated today we are asking the board to vote on going into contract negotiations with Eastern Sports. This will be brought back to approve the final contract.

Moini stated the committee members called references, and Eastern Sports had all positive responses. He stated they do this work all over the country and have been in the business since 2005.

Moini also stated that the City of Lawton Parks & Rec Department has graciously agreed to run Fall sports while LYSA works through contract negotiations. The goal is to have contract negotiations completed in August, have a signed contract in September, and for Eastern Sports to take over starting with basketball.

Coleman asked what made Eastern Sports Management best meet the overall criteria. He stated that the success Eastern Sports has had in Tulsa seems significant but asked if there were any other factors that stood out.

Ratliff stated past performance was a key component. Eastern Sports Management not only has past-experience in building new facilities, but they are also experienced in municipality partnerships, which is a key component for us. They have shown success in that area. They also show success in other areas we were looking for such as sponsorships, grants, and looking at different funding sources. Those were probably the two key components that we looked at.

Johnson Jr. stated Coleman had mentioned Tulsa. Tulsa Titan Sports was not one of Eastern Management's listed references, but the programs committee was aware of the connection, so he reached out to the general manager. He stated their program is a little different than ours because they are privately funded and privately built, but they started this process trying to do everything themselves. Johnson Jr. stated the general manager he spoke with was a local that Eastern Sports Management recruited in. One of the first things they did was a culture change because there wasn't a big influx of people wanting to participate. Eastern Sports came in and tried to show was youth sports was all about.

Johnson Jr. stated Councilmember Johnson had asked about local citizens taking part. One of the things the Programs Committee appreciated about Eastern Sports is that they don't bring in a corporate team; they try to work locally. Johnson Jr. stated Eastern Sports was told during their interview that there were local people who have run sports programs here that are interested in helping. Eastern Sports responded that they would like to engage and get to know those individuals.

Johnson Jr. stated the response the Programs Committee received from Titan Sports and their overall qualifications made Eastern Sports Management a really good fit for this.

Moini stated we don't want to get ahead of ourselves, but Eastern Sports has also been involved in building new facilities. We all know that somewhere along the way, we are going to build the facility, and Eastern Sports Management will be an asset.

Monroe stated she really appreciated the infrastructure they have in place as a company. They have processes in place that we can take advantage of, and they have software that we can use. Monroe stated as a logistics person and event planner, she understands that when processes are already in place, you can be really efficient and ensure a good experience. When references were called, they had a really hard time finding anything negative to say.

Monroe stated that Eastern Sports Management started by privately funding a facility, and they learned all the lessons the hard way. From there, they began to expand and find places like Tulsa or like us. She stated their past performance did it for her. They also really care about youth sports, and that means a lot. Monroe stated their infrastructure, history, and the way they have grown will work well with Lawton. This community cares about youth sports and having a company that also cares as opposed to a corporate edifice is important. Monroe stated Eastern Sports also said they want to work with the existing organization in the community to help improve and grow those programs.

Chairman Henry asked the Programs Committee to give a high-level overview of how Eastern Sports moved through the different stages of the RFP.

Ratliff stated the RFI was the first stage, and no one was eliminated from that. She stated it was an opportunity for the committee to find out about qualifications, history, and background from applicants. It was also an opportunity for applicants to find out what the committee was looking for. Anyone that submitted for the RFI, or even if they didn't, they could submit for the RFP.

Ratliff stated next, the RFP was released. During this time, the committee was looking at organizational structure and past performance, but not the budget yet. She stated they looked at if the applicant had experience managing a total sports system (not just an individual sport), if they had a business plan, and if they had been successful in other markets doing something similar.

Ratliff stated once they were through the RFP, they invited some applicants back for oral presentations. During orals, the committee looked at if they had experience in multiple markets, if they had experience working with municipalities, and if they had experience working with different funding sources. Once that was complete, the committee started looking at budgets.

Coleman asked what the committee envisions by Eastern Sports Management "assuming full control". Are they thinking they will bring in their infrastructure in December and be ready in the Spring?

Moini stated depending on how long it takes us to negotiate the contract, we're hoping to sign them in September, and they will start getting ready in December. Also, they will only be taking over the programs side of things at first, and the Parks and Rec Department will still do the maintenance piece of this. That will be part of negotiations as we go through it. Hopefully by next budget year, July 1st, they will completely take over youth sports.

Chairman Henry stated we had previously talked about natural breaks and timelines. The longest break would have been between baseball/softball and Fall sports, around the end of the fiscal year. That was a little ambitious. The next natural break is between the end of football and volleyball and the start of basketball, which typically starts in January. He stated the good news about that is basketball is played inside, so there is nothing to mow. Eastern Sports would be starting with signups, possibly a little earlier than usual.

Moini stated additionally, we have kept LPS in the loop on everything. We need them to be a part of the package because of facilities. They have been extremely positive and helpful.

Coleman clarified that the vision is for the City to handle Fall sports for this year. Then at the beginning of September, Eastern will start ramping up to do basketball signups, and the changeover would happen at the beginning of the year. From there, Eastern will start ramping up for what he describes as "Phase 2", which is the maintenance and facilities coordination.

Moini stated and one-hundred percent sports by July 1, 2023.

Monroe stated their primary duties coming in September will be a lot of marketing, finding referees and coaches, setting schedules, and other staff work that comes before the season starts. It will be everything except the mowing, striping, sweeping, etc.

Coleman asked if the grant writing outfit is localized in a main office.

Ratliff stated there isn't a grant writing branch at Eastern. It's more of a partnership where they have experience in reaching out to different organizations, and we will have a grant writer locally that does it.

Monroe stated Eastern will also do a market study, both internally with the City to talk about what we're already doing, and they will have a company go out into the community to find out what is wanted. She stated they will give us a data stack that can be used to help us write grants, and Eastern said they will assist with that since they have experience and know what grantors want to see.

Chairman Henry asked if the Authority needs to pursue a 501(c)(3) status, if that is allowable for an authority, because there would be opportunities given to a 501(c)(3) that Eastern is not allowed. For example, Dick's Sporting goods will work directly with a 501(c)(3) or a municipality, but not with a for profit company. That is something we may need to explore.

Moini stated all these things are simplifying our job. We are just bringing someone to town who knows how to run programs. He stated I keep saying we are not going to micromanage this thing, but somewhere along the line, we will have to micromanage it to make sure it is being done correctly.

Ratliff stated we did not meet the July deadline because we wanted to do due diligence, and we wanted to be thorough in every step and every process. We wanted to make sure we were bringing the best candidate to town.

Chairman Henry stated kudos to the committee for getting this done by July 22nd. It took a lot of leg work.

Chairman Warren stated he knows this was a lot of work, and he appreciates it. He stated the citizens will eventually appreciate it, too.

Motion by Moini, **Second** by Warren, to authorize entering into negotiations with Eastern Sports Management for a contract to provide youth sports management services. **AYE:** Henry, Johnson, Moini, Monroe, Powell, Ratliff, Warren, Coleman **NAY:** None. ***MOTION PASSED.***

Ratliff presented a binder containing every RFP and RFI received and stated this binder is available for review at the Chamber of Commerce.

B. **ADJOURN**

There being no further business, the meeting was adjourned at 11:22 pm.

Motion by Ratliff, **Second** by Monroe, to adjourn the meeting of July 22, 2022. **AYE:** Henry, Johnson, Moini, Monroe, Powell, Ratliff, Warren, Coleman **NAY:** None. ***Motion Passed.***

ITEM NO. 2B

MTG. DATE August 11, 2022

LAWTON YOUTH SPORTS AUTHORITY
AGENDA ITEM COMMENTARY

ITEM TITLE: Consider approving an agreement for management services between Lawton Youth Sports Trust Authority and Eastern Sports Management, LLC for the assistance of management of sports programming and sports facilities, subject to the approval of a Limited Support Agreement between City of Lawton and Lawton Youth Sports Authority and authorize the Chairman to execute said agreement.

INITIATOR: Chairman Brian Henry

INFORMATION SOURCE: Programs Committee

BACKGROUND: On July 22, 2022, LYSA approved entering contract negotiations with Eastern Sports Management, LLC for management of sports programming and sports facilities. The Program's Committee has now completed the negotiating process and are ready to present a proposed contract.

EXHIBITS: Proposed Management Agreement between Eastern Sports Management, LLC and Lawton Youth Sports Trust Authority

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDED ACTION: Approve the proposed management contract between LYSA and Eastern Sports Management, LLC

MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT (the "**Agreement**") is entered into effective as of August 9, 2022 (the "**Effective Date**") by and between Eastern Sports Management, LLC, a Virginia Limited Liability Company ("**Manager**"), and the Lawton Youth Sports Authority a Public Trust of the City of Lawton in Oklahoma ("**LYSA**").

WHEREAS, Manager is in the business of providing professional guidance in connection with the operation of sports facilities and sports programs; and

WHEREAS, LYSA is charged by the City of Lawton to oversee and grow sports programming in the Lawton area ("the **Programs**"); and

WHEREAS, LYSA issued a Request for Proposals (RFP) on May 16, 2022 seeking Youth Sports Management Services, Manager submitted a response to the RFP on June 7, 2022, and LYSA selected Manager on June 22, 2022; and

WHEREAS, LYSA desires to contract with Manager to assist in the management of sports programming and sports facilities and to provide such other services as are more particularly identified and described herein, and Manager desires to accept such engagement and perform such services, all in accordance with the terms and subject to the conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and undertakings hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

I. TERM

1.1 Term of Agreement. This Agreement shall commence upon the Effective Date and shall continue in full force and effect for a term of five (5) years (the "**Term**"), unless sooner terminated as provided herein. Upon the expiration of the Term, the contract shall auto renew for 1 year terms, unless the parties negotiate in good faith to renew or replace this Agreement; provided however, that under no facts or circumstance shall either party be obligated to agree to any such renewal or replacement, whether upon the same terms as set forth in this Agreement or upon any other terms. The Term is further divided into an initial four-month period from the Effective Date (the "**Study Period**") and a 56 month period from the end of the Study Period to the end of the Term ("**Operations Period**").

II. TERMINATION

2.1 Termination by LYSA. LYSA may terminate this Agreement:

(a) At any time after the first twelve (12) months of the Term by giving Manager at least ninety (90) days prior written notice of such termination and paying Manager a lump sum equal to fifty percent (50) of the Management Fees (as defined herein) for each month remaining in the Term;

(b) At any time during the Term pursuant to Section 2.3 or Section 2.4 below.

2.2 Termination by Manager. Manager may terminate this Agreement:

(a) At any time during the first ninety (90) days of the Term in the event that LYSA has grossly misrepresented the financial or legal status of the Programs, or a material adverse change in the financial condition of LYSA or the Programs occurs within such period; or

(b) At any time during the Term pursuant to Section 2.3 or Section 2.4 below.

2.3 Termination for Breach. If either party shall breach any of the covenants undertaken herein or any of the duties imposed by this Agreement, such breach shall entitle the non-breaching party to terminate this Agreement; provided, however, that the non-breaching party shall first give the breaching party at least thirty (30) days written notice specifying such breach in reasonable detail, and, if at the end of such time the breaching party has not cured or removed such breach, then the non-breaching party may terminate this Agreement immediately or at any designated future time by delivering to the breaching party a written notice of termination specifying the effective date of such termination. If the Manager is the breaching party, then it will not be entitled to receive a lump sum payment equal to fifty percent (50) of the Management Fees (as defined herein) for each month remaining in the Term.

2.4 Termination upon Expiration, Mutual Consent of the Parties or by Operation of Law. Upon the expiration of this Agreement, whether by lapse of time, pursuant to the terms of this Agreement or by the mutual consent of the parties, by operation of law, or in any other manner whatsoever. If the Manager consents to the termination of this agreement, then it will not be entitled to receive a lump sum payment equal to fifty percent (50) of the Management Fees (as defined herein) for each month remaining in the Term.

(a) LYSA shall:

(i) Immediately and permanently discontinue the use of Manager's trade name or logo, and remove or destroy, at LYSA's sole cost and expense, all signs containing Manager's trade name or logo, the use of which is prohibited;

(ii) Promptly surrender to Manager all stationary, letterheads, forms, printed matter, promotional displays, and advertising containing Manager's trade name or logo, the use of which is prohibited; and

(iii) Immediately and permanently discontinue all references to Manager as an authorized manager of LYSA, and modify all advertising already placed or contracted for which would otherwise be published, broadcast, displayed, or disseminated after the date of termination hereof to delete the reference to Manager as an authorized manager of LYSA.

(b) Manager shall:

(i) Promptly cause all funds collected by Manager on behalf of LYSA, or which are in Manager's control pursuant to this Agreement, to be paid or turned over to LYSA without setoff or other diminution;

(ii) Immediately and permanently discontinue the use of LYSA's trade name or logo, and remove or destroy, at Manager's sole cost and expense, all of Manager's signs and promotional materials containing LYSA's trade name or logo, the use of which is prohibited;

(iii) Promptly surrender to LYSA all stationery, letterheads, forms, printed matter, promotional displays, and advertising containing LYSA's trade name or logo, the use of which is prohibited; and

(iv) Immediately and permanently discontinue all references to Manager as an authorized manager or agent of LYSA, and modify any advertising already placed or contracted for which would otherwise be published, broadcast, displayed, or disseminated after the date of termination hereof to delete the reference to Manager as an authorized manager of LYSA.

2.5 Termination Fees. Upon the expiration or termination of this Agreement, whether by lapse of time, pursuant to the terms of this Agreement, upon the mutual consent of the parties, by operation of law, or in any other manner whatsoever, LYSA shall pay to Manager all Management Fees, if any, which arose prior to the effective date of such termination and are due and payable pursuant to the terms of this Agreement. No other fees or payments shall be due to the Manager upon termination unless expressly provided in this Agreement. This Section 2.5 shall survive the sale of LYSA and insolvency of LYSA, and the rights and obligations shall pass to their successors, receiver, administrator, or liquidator, or if Manager elects to terminate the Agreement, all fees and payments outlined above shall be due and payable as an unsecured creditor against the tangible assets of LYSA and the Programs.

III. DUTIES OF MANAGER

3.1 Study Period Services. Subject to the other terms and conditions of this Agreement, during the Term, Manager shall provide the following services during the Study Period (collectively, the "**Study Period Services**"):

(a) Assume management and operation of existing City of Lawton Parks and Recreation (**City P&R**") youth sports programming already listed for registration as of the Effective Date and scheduled to be run in the fall of 2022.

(b) Conduct a marketing campaign to bolster existing City youth sports programs.

(c) Identify, Recruit, Interview, and Hire a Senior Program Director to oversee the day-to-day operations of sports programming in Lawton (the "**Director**"). The Director shall at all times be and remain an employee of Manager, and shall have such responsibilities as Manager may assign to him or her from time to time.

(d) Conduct a study of the Lawton area sports market:

(i) Market Analysis
- Audit existing LYSA Programming
- Potential customer and participant phone calls and interviews
- Demographic analysis
- Competitive analysis

(ii) Transition Plan Development
- Review Existing Operations at LYSA and Lawton P&R.
- Audit Sports asset Maintenance and Use
- Audit current employee and contractor utilization
- Develop Transition plan from current administration and operation to outsourced, third-party administration and operation.
- Develop outsourced Management and Operation Agreement.

(iii) Business Plan Development
- Website and Registration Software Plan
- Marketing Plan
- Pro Forma Development

3.2 Operations Period Management Services. Subject to the other terms and conditions of this Agreement, during the Operations Period of the `Term, Manager shall provide the following services (collectively, the "**Services**"):

(a) **Personnel and Human Resources Services**:

(i) Recruit, hire, train, supervise, and, if necessary, terminate staff of the Programs;

(ii) Prepare and implement a personnel policy manual for staff of the Programs, and which shall contain job descriptions, wage and salary schedules, and general personnel policies for the Programs;

(iii) Monitor and update the personnel policy manual for the Programs as necessary to comply with applicable federal, state, and local statutes, regulations, and industry standards;

(iv) Institute, monitor, and modify, as needed, appropriate employee benefits for all staff of the Programs, including but not limited to, group insurance benefits, medical benefits, bonus plans, and pension plans;

(b) **Financial Services**:

(i) Develop, implement, and supervise the maintenance of a bookkeeping system kept in accordance with generally accepted accounting principles, and provide start-up and ongoing training for such bookkeeping system;

(ii) Within ninety (90) days of the Effective Date, develop and deliver to LYSA for approval an initial operating budget for the Programs for the current fiscal year setting forth an estimate of operating revenues and expenses, which shall be sufficiently detailed and contain an explanation of operating revenues and expenses as well as all budget assumptions, and thereafter deliver to LYSA on an annual basis the following budget information and documentation for the Programs with respect to the next fiscal year no later than forty five (45) days after the end of the prior fiscal year:

(A) A capital expenditure budget outlining a program of recommended capital expenditures for the City facilities used to deliver the Programs;

(B) An operating budget setting forth an estimate of operating revenues and expenses for the Programs;

(C) A statement of cash flows for the Programs; and

(D) A projection of cash receipts and disbursements of the Programs based upon the proposed operating budgets in such detail as may be required by LYSA (the initial operating budget and all annual budget information and documentation referenced above shall be referred to herein collectively as the "**Budgets**");

(iii) Maintain current bank accounts for the operation of the Programs;

(iv) Supervise the preparation of and delivery to LYSA on or before the tenth (10th) day of each month during the Term the following information and documentation related to the most recent previous month end:

(A) Reports with respect to the income, expenses, and cash flows, and overall performance of the Programs;

(B) Copies of all bank reconciliations for the Programs;

(C) Accounts receivable reports, accounts payable reports, operating statements, trial balances, and detail general ledgers for the Programs; and

(D) Such other information and documentation regarding the Programs as LYSA may reasonably request from time to time;

(v) Maintain orderly payment of vendor invoices, employee payroll, payroll taxes, and other obligations of the Programs, provided that Manager's responsibility under this Section 3.2(b)(v) shall be limited to the exercise of reasonable diligence and care that a commercially reasonable manager would exercise to apply the funds collected in the operation of the Programs to the Programs' obligations in a timely and prudent manner, and Manager shall have no separate liability with respect to any obligation of the Programs except to the extent due to any breach of this Agreement by Manager, any material misrepresentation of Manager, any misappropriation of LYSA's or the Programs' funds, or fraud or any criminal act of Manager or its officers, employees, agents, or representatives;

(c) **Marketing Services**:

(i) Develop and maintain an ongoing marketing program for attracting customers to the Programs, which shall be submitted to LYSA for its prior review and approval, and thereafter provide quarterly reports to LYSA regarding the success of the marketing program and any proposed modifications thereto;

(d) **Administration Services**:

(i) Prepare and implement an operational plan for the management of all aspects of the Programs, including but not limited to, staffing, accounting, billing, collections, maintenance, repairs, and food services (the "**Operational Plan**"), which shall be submitted to LYSA for prior review and approval and implemented in accordance with the other overall policies and procedures approved by LYSA, and thereafter, on a quarterly basis, Manager shall provide LYSA with an update on the progress of the implementation of the Operational Plan and any proposed modifications thereto;

(ii) Maintain the facilities used to deliver the Programs in good condition and repair in accordance with the Budgets approved by LYSA, provided that any capital expenditures or repairs required with respect to the facilities used to deliver the Programs and not included in the approved Budgets shall require the prior written approval of LYSA;

(iii) Timely file all reports, applications, licenses, permits, authorizations, and approvals for the Programs that are required by local, state or federal laws, rules, regulations or court decisions;

(iv) Timely collect and remit all normal operating business taxes, including, but not limited to sales taxes, property tax, personal property tax, franchise tax, annual license renewals, or other fees and reports necessary for the lawful operation of the Programs in accordance with the approved Budgets (but specifically excluding personal income taxes of LYSA's trustees);

(v) Purchase supplies, equipment, furniture, furnishings, and such other materials, equipment, and services that are necessary or desirable for the efficient operation of the Programs in accordance with the approved Budgets;

(vi) Subject to LYSA's prior approval, negotiate, execute, administer, and terminate all service contracts in accordance with the approved Budgets and Operational Plan, and review all service contracts on a periodic basis and modify as needed in accordance with the approved Budgets and Operational Plan;

(e) **Policy and Goal Services:**

(i) Implement other policies, procedures, and goals for the Programs, subject to the approved Budgets and Operational Plan and the overall review and approval of LYSA.

Notwithstanding the foregoing or anything else to the contrary of terms contained herein, the Services shall not include, and Manager shall not undertake or permit, any action which would: (a) cause LYSA or the Programs to operate in an improper or illegal manner; (b) result in a default or breach of any contract or agreement to which LYSA or the Programs are a party or by which they or their assets are bound; (c) violate LYSA's governing documents or any duly adopted action of LYSA or its members or managers; (d) affect the tax classification or any tax election made by LYSA; (e) cause the dissolution or liquidation of LYSA or the Programs; or (f) would reasonably be expected to have a material adverse effect on the assets or operations of LYSA or the Programs.

3.3 Indoor Facility Conceptual Planning Services. If informed in writing by LYSA at any time after the Effective Date, Manager will perform the following additional services in order to assist LYSA in the conceptual planning of a potential indoor sport complex in Lawton:

(a) Market Analysis

(i) Potential facility participant phone calls and interviews
(ii) Potential event organizer phone calls and interviews
(iii) Demographic analysis
(iv) Competitive analysis

(b) Conceptual Facility Design

(i) Design Charrette with development of Three Options
(ii) Develop Selected Option
(iii) Deliverables

- Design Narrative
- Architectural Site Plan
- Floor Plans
- Two interior renderings

(c) Site Selection Report

(i) Research available sites for new facility.
(ii) Rank sites according to criteria including:

- ■ Acreage
- ■ Geometry
- ■ Topography
- ■ Existing Conditions
- ■ Utilities
- ■ Stormwater Management
- ■ Price
- ■ Hotels
- ■ Transportation

(iii) In consultation with LYSA, the City and other community groups, select the best site for purposes of developing conceptual site plan and conceptual budget.

(d) Business Plan Development

(i) Meetings with Lawton Stakeholders
(ii) Pro Forma Development
(iii) Conceptual Stage Project Budget

(e) Economic Impact Study

(i) Study Elements

- ■ Amount of direct and indirect sales and revenues to be generated in the community
- ■ Number of new direct and indirect jobs created in the community
- ■ Salaries to be paid to these workers
- ■ Number of new workers moving to the community
- ■ Number of new residents
- ■ Number of out-of-town and area visitors to the facility
- ■ Taxable sales expected in the community including sales generated by direct and indirect workers, sales at the facility and sales generated in the city by out-of-town visitors to the facility
- ■ Lodging sales expected in the community

(ii) City Revenue Analysis

- ■ Sales taxes
- ■ Property tax on new commercial property on local tax rolls
- ■ Hotel taxes and other taxes and user fees
- ■ The annual net benefits for the City and local taxing districts will be calculated for ten years

3.4 Third Parties. In the event Manager determines it is necessary or advisable to engage any third parties to perform any part of the Services, Manager shall use all commercially reasonable efforts to cause such third parties to perform such Services in timely, competent, and professional manner; provided however, that Manager shall remain primarily liable for the performance of any such Services delegated to such third parties.

3.5 Restrictions on Manager. Notwithstanding the foregoing or anything else to the contrary herein, Manager shall not take any of the following actions without the prior written approval of LYSA: (a) hire or terminate any employee or staff member of LYSA or an employee that is providing consistent services to LYSA; (b) borrow money or otherwise incur any indebtedness on behalf of LYSA or the Programs; (c) bring, defend, compromise, or settle any claim or lawsuit on behalf of LYSA or the Programs; (d) sell or transfer any assets or rights of LYSA or the Programs; (e) undertake any unbudgeted improvements, repairs, or other modifications to the facilities used to deliver the Programs in excess of $1,000 (except in the event of an emergency); or (f) enter into any merger, consolidation, or restructuring transaction involving LYSA. When presented by Manager with any request for approval on any of the above or any other matter requiring approval, LYSA will provide a decision on such request as expeditiously as possible.

3.6 Licensure and Accreditation. Manager represents and warrants to LYSA that it is fully licensed and duly accredited, to the extent required by any applicable governing authorities, to perform the Services under this Agreement, and shall maintain at Manager's sole cost and expense all such required licenses and authorizations throughout the Term of this Agreement.

IV. DUTIES OF OWNER

4.1 Management and Study Fees. In exchange for Manager's performance of the Services, Manager will draw from the Programs' bank account a monthly management fee on or before the first (1st) day of each Month during the Term (the "**Management Fee**"), the amount of which shall be calculated as follows:

(a) Months 1 through 4 of the Term— $17,500 per month;

(b) Months 5 through 24 of the Term – $7,500 per month;

(c) Months 25 through 60 of the Term – $10,000 per month; and

(d) If desired by LYSA in writing, $40,000 for Indoor Facility Conceptual Planning Services

4.2 Payment. Provided that Manager is not in default of this Agreement at the time payment is due and there are sufficient funds in the Programs' bank account(s), Manager shall be authorized to transfer the Management Fee due to Manager pursuant to this Agreement from the Programs' bank account(s) to its own bank account in satisfaction of LYSA's obligations to pay such amounts pursuant to this Section 4.3.

4.3 Transition of Program Financial Management/Additional Fund Requirements. During the Study Period, specifically with regards to the fall 2022 City P&R programming, all registration fees and payment of contract labor and other vendor fees will be managed by City P&R. When Manager lists Winter 2022/23 programming for registration online, Manager will then forward all registration revenue into the Programs' bank account and be responsible for payment of all expenses related to those programs from the Program's bank accounts.

It is anticipated by the Manager and LYSA that during at least the first 36 months of the Term that Program expenses (including the Management Fee) will be greater than Program revenues. Manager will provide an estimate of those projected shortfalls for the coming calendar year 2/23 by the end of the Study Period. During the course of the term, whether projected in Manager's Budgets or not, in the event there are insufficient funds in the Programs' bank account(s) to meet the operating and capital expense requirements of the Programs, Manager shall immediately notify LYSA in writing setting forth Manager's calculation of the amount necessary to satisfy such operating and capital expense requirements, subject to any required prior approvals by LYSA as set forth herein, and LYSA shall be responsible for depositing such amount into the Programs' bank account(s). Manager shall have no obligation or responsibility to contribute any additional funds to satisfy the operating or capital expense requirements of the Programs.

4.4 Insurance CoverageManager will arrange, upon the request of LYSA, for the purchase of insurance coverage with respect to the Programs. Manager shall maintain insurance sufficient to cover Manager's indemnity obligations under this Agreement, which insurance shall name LYSA as additional insureds thereof and shall provide LYSA with at least thirty (30) days' prior notice of termination or a substantial change in coverage .

4.5 Requested Information. To the extent not already within the possession, custody, or control of Manager, during the Term of this Agreement, LYSA agrees to timely provide Manager with copies of all information and documentation related to the Programs which may be reasonably requested by Manager from time to time in order to enable Manager to provide the Services and to discharge its other duties under this Agreement.

V. GENERAL COVENANTS AND CONDITIONS

5.1 Customer Fees and Charges. During the Term of this Agreement, Manager shall have the right to invoice and to collect on behalf of LYSA all charges for services rendered to customers of the Programs. All amounts collected by Manager pursuant to such invoices shall belong to LYSA, and Manager shall have no right or interest in such amounts. All amounts shall be deposited into a deposit account in the name of Manager and for the benefit of LYSA.

5.2 Confidentiality. During the course of this Agreement, each party may disclose to the other party certain non-public, confidential, or proprietary information or materials, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," including, without limitation: (a) all information concerning the disclosing party and its affiliates', and its and their customers', suppliers' and other third parties' past, present and future business affairs including, without limitation, finances, customer information, supplier information, products, services, organizational structure and internal practices, forecasts, sales and other financial results, records and budgets, and business, marketing, development, sales, and other commercial strategies; (b) the disclosing party and its affiliates' unpatented inventions, ideas, methods and discoveries, trade secrets, know-how, unpublished patent applications, and other confidential intellectual property; (c) all designs, specifications, documentation, components, source code, object code, images, icons, audiovisual components and objects, schematics, drawings, protocols, processes, and other visual depictions, in whole or in part, of any of the foregoing; (d) any third-party confidential information included with, or incorporated in, any information provided by the disclosing party or its affiliates; and (e) all notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations and other materials that contain, are based on, or otherwise reflect or are derived from, in whole or in part, any of the foregoing ("**Confidential Information**"). Notwithstanding the foregoing, Confidential Information shall not include information that: (f) is or becomes publicly available through no breach by the receiving party; (g) was previously known to the receiving party prior to the date of disclosure, as evidenced by contemporaneous written records; (h) was acquired from a third party without any breach of any obligation of confidentiality; (i) was independently developed by the receiving party without reference to the Confidential Information of the other party; or (j) is required to be disclosed pursuant to a subpoena or other similar order of any court or government agency, provided, however, that the party receiving such subpoena or order shall promptly inform the other party in writing and provide a copy thereof, and shall only disclose such Confidential Information as is necessary to comply with such subpoena or order. Except as expressly provided herein, the receiving party shall not disclose any Confidential Information to any individual or entity without the disclosing party's prior written consent or use any Confidential Information for any purpose other than the transactions contemplated by this Agreement. Subject to the foregoing nondisclosure and non-use obligations, the receiving party agrees to use at least the same care and precaution in protecting such Confidential Information as the receiving party uses to protect the receiving party's own Confidential Information and trade secrets, and in no event less than reasonable care. Each party acknowledges that due to the unique nature of the other party's Confidential Information, the disclosing party will not have an adequate remedy in money or damages in the event of any unauthorized use or disclosure of its Confidential Information; and therefore, in addition to any other remedies that may be available at law, in equity or otherwise, the disclosing party shall be entitled to injunctive relief to prevent such unauthorized use or disclosure. Upon the expiration or termination of this Agreement, each party will promptly deliver to the other party all property belonging to the other and all material containing or constituting Confidential Information, including any copies in their possession or control, whether prepared by such party or by others. The LYSA may require from time-to-time assistance in providing the Manager's records in response to open records request. The LYSA agrees to withhold the proprietary information and trade secrets of the Manager to the extent allowable by law. If disclosure is mandatory, LYSA will not release the requested information until after the Manager has been notified about the forthcoming disclosure.

5.3 Competition; Non-Solicitation. LYSA acknowledges that Manager works in the sports facility consulting and management business throughout the United States. During the Term, Manager shall devote such time and resources as may be necessary to: (i) manage the business and affairs of the Programs; (ii) perform the Services to the best of its abilities in a timely, competent, and professional manner; and (iii) observe all of the other terms and conditions of this Agreement. Notwithstanding the foregoing, Manager may continue to engage in its existing business ventures, including but without limitation, the acquisition of real property or interests therein and the development, operation and/or management of indoor and outdoor athletic facilities or interests therein; but only to the extent such activities and interests do not interfere with or affect Manager's ability to discharge its duties and obligations under this Agreement. Notwithstanding the foregoing or anything else to the contrary herein, Manager shall not manage, own, operate, or have any other interest in any individual or entity located within one hundred fifty (150) miles of the Programs.

5.4 Waiver as Affecting Future Performance. No term or provision of this Agreement may be waived except in a writing signed by the party against whom enforcement of such waiver is sought. No waiver of any breach of this Agreement shall be held to be a waiver of any other subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

5.5 Circumstances Excusing Performance. This Agreement is subject to force majeure, and in the event that either party hereto shall be prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to produce materials, failure of power, fire, winds, Acts of God, restrictive governmental laws for regulations, riots, insurrection, war or other reason of a like nature not reasonably within the control of the party not performing any of its obligations under the terms of this Agreement (and which was not reasonably foreseeable at the time of the Effective Date), then performance of such obligations shall be excused for the period of the force majeure event and the period for the performance of any such obligations shall be extended for an equivalent period.

Notwithstanding the foregoing, Manager and LYSA will meet semi-annually to assess Manager's performance with respect to its obligations and responsibilities under this Agreement. Manager will prepare in its annual report a review of the previous years actual revenue and expense figures in comparison to the projections made under Section 3.2 (b), with explanations for variances. This annual review will be the basis for LYSA to renew the Agreement for addition renewal Terms.

5.6 Applicable Law. Both parties shall, at their sole cost and expense, comply with all applicable requirements of all county, municipal, state, federal and other applicable governmental authorities now in force, or which may hereafter be in force, pertaining to the performance of this Agreement and shall faithfully observe all applicable municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force; provided that either party shall have the right to contest in good faith any such requirement, ordinances and statutes.

5.7 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma without giving effect to its conflict of law rules. The parties agree that any controversy or claim arising out of or relating to this Agreement or the breach hereof, or any other dispute between the parties arising from or related to this Agreement (including, without limitation, contract claims, tort claims, as well as claims based on any federal, state, or local law, statute, or regulation), shall first be submitted to the district court sitting in Comanche County, Oklahoma, for resolution, and each party (a) consents to submit itself to the personal and/or in rem jurisdiction of any federal or state court sitting in Comanche County, Oklahoma; (b) agrees that it will not attempt to deny or defeat such personal and/or in rem jurisdiction by a motion or other request for leave from any such court; and (c) agrees that it will not bring any action relating to this Agreement in any court other than a federal or state court sitting in Comanche County, Oklahoma. Each party irrevocably and unconditionally waives any objection that it may have or hereafter have to the laying of venue of any such action or proceeding arising out of or based on this Agreement in any federal or state court sitting in Comanche County, Oklahoma, and each party hereby further irrevocably and unconditionally waives any claim that any such action or proceeding in any such court has been brought in an inconvenient forum.

5.8 No Partnership Intended or Created. This Agreement does not in any way create a relationship of principal or agent between Manager and LYSA, and under no circumstances shall one be considered an agent of the other. Neither shall act or attempt to act, or represent itself, directly, or by implication, as an agent of the other or in any manner assume or create or attempt to assume or create any obligation on behalf of or in the name of the other, nor shall either act or represent itself as an affiliate of any other authorized franchisee of the other. Further, this Agreement shall not be deemed to create any relationship of partnership or joint venture between the parties hereto, and no employees of one shall be deemed, under any circumstances, to be an employee of the other.

5.9 Severability. In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement shall continue in full force and effect and shall be interpreted so as reasonably to effect the intent of the parties hereto. The parties shall use their reasonable best efforts to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that shall achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

5.10 Section Headings. The section headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope of intent of the section to which they pertain.

5.11 Inclusion of All Terms and Conditions in Writing. This Agreement embodies the whole agreement of the parties with respect to the subject matter hereof. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between parties hereto regarding the subject matter hereof.

5.12 Written Modification-Amendment. No term or provision of this Agreement may be modified or amended except in writing signed by the party against whom enforcement of such modification or amendment is sought.

5.13 Indemnification.

(a) LYSA shall indemnify, defend, and save Manager, its directors, officers, employees, representatives, agents, successors and assigns (collectively, the "**Manager Indemnified Parties**") forever harmless from any and all claims, damages, expenses, costs, liabilities, losses, actions, causes of action, suits, debts, controversies, trespasses, judgements, and demands of every kind and character (including reasonable attorneys' fees and court costs), at law or in equity, which may hereinafter at any time be incurred, suffered, sustained by or imposed upon any Manager Indemnified Parties by reason of, arising out of, by virtue of or incident to any damage to the Programs or the performance or rendering of any of the services contemplated hereunder by LYSA, provided such claim, damage, loss or expense is not caused by the gross negligence or willful misconduct by any of the Manager Indemnified Parties. The provisions of this Section 5.13(a) shall survive termination of the Agreement.

(b) Manager shall indemnify, defend and save LYSA, its directors, managers, officers, members, employees, representatives, agents, successors and assigns (collectively, the "**LYSA Indemnified Parties**") forever harmless from any and all claims, damages, expenses, costs, liabilities, losses, actions, causes of action, suits, debts, controversies, trespasses, judgements, and demands of every kind and character (including reasonable attorneys' fees and court costs), at law or in equity, which may hereinafter at any time be incurred, suffered, sustained by or imposed upon any LYSA Indemnified Parties by reason of, arising out of, by virtue of or incident to the performance or the rendering of any of the Services contemplated hereunder by Manager (including but not limited to the entrance upon or presence at the Programs by any employee, representative, agent, or invitee of Manager), any breach of this Agreement by Manager, any material misrepresentation of Manager, any misappropriation of LYSA's or the Programs' funds, or fraud or any criminal act of Manager or its officers, employees, agents, servants, provided such claim, damage, loss or expense is not caused by the gross negligence or willful misconduct by any of the LYSA Indemnified Parties. The provisions of this Section 5.13(b) shall survive termination of the Agreement.

5.14 Assignments. Neither party may assign this Agreement or any rights, interests, or obligations hereunder without the prior written consent of the other party.

5.15 Binding Effects. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

5.16 Notices. Any notice, demand, request or other communication required or permitted hereunder shall be in writing and shall be personally delivered, or sent by a nationally-recognized overnight courier or by U. S. registered or certified mail, return receipt requested, postage prepaid, to the parties as set forth below:

If to Manager:

Eastern Sports Manager, LLC
Attn: John Wack
725 Jackson St.
Suite 207
Fredericksburg, VA 22401

If to LYSA:

Lawton Youth Sports Authority
Attn: Brian T. Henry, Chairman
City Clerk Office
212 SW 9th St.
Lawton, OK 73501

All such notices, demands, requests and other communications shall be deemed to have been given upon being personally delivered to the appropriate address specified above, one day after being deposited with such overnight courier or ten (10) days after being deposited in the U.S. mail. Rejection or other refusal to accept or the inability to deliver because of a changed address of which no notice was given shall not invalidate the effectiveness of any notice, demand, request or other communication. Any notice required under this Agreement may be given on behalf of a party by its legal counsel. Additionally, the Manager must designate a registered agent that can accept service of process and other important document locally. Manager will inform LYSA the name and address of their local registered agent.

5.17 Attornment. Should LYSA sell, convey, or transfer its interest in the Programs or should any mortgagee succeed to LYSA's interest through foreclosure or deed in lieu thereof, then Manager shall, at the request of such successor, attorn to such succeeding party as "LYSA" under this Agreement, provided that such succeeding party assumes all of LYSA's duties and obligations under this Agreement. In the event of such attornment, the successor shall not be liable for any breach of this Agreement which occurred prior to the date such successor succeeded LYSA, and such successor shall not be liable for any of LYSA's default or liability under this Agreement.

5.18 Capacity. Each of the signatories to this Agreement hereby represents and warrants that they have the authority to execute this Agreement on behalf of the party for which they are signing.

5.19 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. The exchange of a fully executed Agreement (in counterparts or otherwise) by facsimile or by electronic delivery in PDF format shall be sufficient to bind the parties to the terms and conditions of this Agreement.

Signatures on Following Page(s)

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

MANAGER:

Eastern Sports Management, LLC

By: ________________________________
John M. Wack, President

LYSA:

Lawton Youth Sports Authority,
a Public Trust of the City of Lawton in Oklahoma

By: ________________________________
Brian T. Henry, Chairman

ITEM NO. 2C

MTG. DATE August 11, 2022

LAWTON YOUTH SPORTS AUTHORITY
AGENDA ITEM COMMENTARY

ITEM TITLE: Discuss and consider a proposed budget for FY 22-23 and take action as necessary.

INITIATOR: Chairman Brian Henry

INFORMATION SOURCE: N/A

BACKGROUND: A proposed operating budget for fiscal year 2022-2023 has been created and needs discussion and/or approval

EXHIBITS: Proposed Lawton Youth Sports Trust Authority Budget for Fiscal Year 2022-2023

KEY ISSUES: N/A

FUNDING SOURCE: Sponsorships, Sports Revenue, Concessions, and City of Lawton Incom

RECOMMENDED ACTION: Discuss, provide any necessary amendments, and approve the proposed budget for FY 22-23

Lawton Youth Sports Authority
Proposed Budget
FYE June 30, 2023

Revenues	
Sponsorships	10,000
Sports Revenue	8,000
Concessions	500
Income (City of Lawton)	295,000
Total Revenue	313,500
Expenditures	
Insurance	7,200
Admin Expenses	2,600
Facilities	1,900
Marketing	9,600
Wages	135,000
Supplies	11,000
Financial Contracted Service	10,000
Management Fee	122,500
Small Equipment Purchases	1,200
Meals	500
Travel	12,000
Repairs/Maintenance	0
Total Expenditures	313,500
Revenues Over (Under) Expenditures	0