

AGENDA
REGULAR MEETING
LAWTON ENHANCEMENT TRUST AUTHORITY
3RD FLOOR CONFERENCE ROOM
CITY HALL - 212 SW 9TH STREET
LAWTON, OK 73501
WEDNESDAY MARCH 12, 2025– 3:00 P.M.



MEETING CALLED TO ORDER/ROLL CALL

STATEMENT OF COMPLIANCE WITH OKLAHOMA OPEN MEETING ACT, 25 O.S. 301-314

INTRODUCTION OF GUESTS

1. Reports

- A. Receive a report from Dennis Totte with Bedrock Nursery regarding current landscaping and irrigation projects, provide direction to Mr. Totte on current projects and take action as deemed necessary.
- B. Receive a report from Neighborhood Services regarding monthly updates on departmental activities and take action as deemed necessary.
- C. Consider approving submitted materials for payment.
- D. Consider approving the monthly Treasurer Report.
- E. Receive a report from Parks and Recreation regarding departmental projects and monthly updates and take action as deemed necessary.
- F. Receive a report from the Community Services Division Director regarding ongoing LETA projects and take action as deemed necessary.
- G. Receive Monthly Ward Updates from Trustees and take action as deemed necessary.
- H. Receive a report from the Communications and Marketing Department regarding LETA's social media accounts and publicity projects, provide direction to staff on said projects and take action as deemed necessary.

2. Business

- A. Consider approving the minutes of the February 19, 2025, meeting.
- B. Consider ratifying the action of the City Council by approving a contract with LimeLight Productions to provide entertainment and a fireworks display at the 2025 Freedom Festival and by authorizing payment of LimeLight Productions invoices in the total amount of \$145,000.
- C. Select an award recipient to receive the Kids First Champion Award at the 2025 Eye Candy Gala.
- D. Select an award recipient to receive the Yard of the Year Award at the 2025 Eye Candy Gala.

3. 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."

PERIOD COVERING 02/19/2025 to 03/10/2025

VENDOR NAME	ACCOUNT DESC	PERIOD	ST/AMOUNT	CHECK #	INVOICE	FULL DESC	INV DATE
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NO INVOICES FOR THE PERIOD OF FEBRUARY 19, 2025 TO MARCH 10, 2025

MINUTES
SPECIAL MEETING
LAWTON ENHANCEMENT TRUST AUTHORITY
CITY HALL- BANQUET ROOM
212 SW 9TH STREET
LAWTON, OK 73501
WEDNESDAY FEBRUARY 19, 2025– 3:00 P.M.

Vice-Chairman Ezerski called the meeting to order at 3:00 P.M. in the banquet room of City Hall.

ROLL CALL

PRESENT: *Mary Ann Hankins, Ted Symuleski, Barry Ezerski, Dwight Tanner, Dwain Baxter, Addie Smith, Chris Rabon

ABSENT: Charles Owens (excused), Johnny Owens (excused)

OTHERS PRESENT: Caitlin Gatlin, Communications & Marketing; Neal Kirmer, Communications & Marketing; DaLynna Wood, Communications & Marketing; Tammy Branstetter, City Clerk's Office; Jonathan Jernigan, Neighborhood Services Supervisor; Joshua White, Neighborhood Services; Susan Schlecht, Financial Services; Charlotte Brown, Community Services Division Director; Jonathan Jernigan, Community Services; Jason Poudrier, Arts & Humanities; Marcia Frazier & Lauri Porter, Teen Court

*Arrived at 3:06 P.M. and left at 3:38 P.M.

STATEMENT OF COMPLIANCE WITH OKLAHOMA OPEN MEETING ACT, 25 O.S. 301-314

Notice of meeting and agenda were posted by the City Clerk's Office as required by law.

INTRODUCTION OF GUESTS

Marcia Frazier, Director of Teen Court, introduced both herself and Lauri Porter.

1. Reports

- A. Receive a report from Dennis Totte with Bedrock Nursery regarding current landscaping and irrigation projects, provide direction to Mr. Totte on current projects and take action as deemed necessary.

This item was stricken – Dennis Totte could not attend the meeting.

- B. Receive a report from Neighborhood Services regarding monthly updates on departmental activities and take action as deemed necessary.

Jonathan Jernigan, Neighborhood Services Supervisor, gave a report regarding ongoing departmental activities with the Neighborhood Services Division.

Jernigan said for the month of January, we sent out over 829 notices for various violations. He said 118 work orders were requested for the month of January, which brings the grand total of work orders completed for fiscal year 2024-2025 to over 1,100.

With regards to securing work orders, Jernigan said 16 work orders were put in for the month of January, and four of these are still pending completion. He noted that brings the grand total of securing work orders to 109 for the current fiscal year.

Jernigan said we had a bid opening today to receive bids from abatement contractors. He noted that three bids were turned in.

Jernigan said the annual Trash Off event is scheduled for April 5th.

C. Consider approving submitted materials for payment.

Schlecht presented a summary of the paid invoices for the period of November 13, 2024 – February 19, 2025. The list of paid invoices are as follows:

- \$9,509.44 to Bedrock Nursery for rehabilitation of the buffalo flowerbeds
- \$21,590.98 to Bedrock Nursery for landscape lighting repair at City Hall Part 1
- \$10,750.00 to Bedrock Nursery for annual tulip bulb planting
- \$5,443.50 to Bedrock Nursery for landscape lighting repair at City Hall Part 2
- \$479.88 to Bedrock Nursery for poinsettias at City Hall

Symuleski asked for the date on the tulip bulb planting.

Schlecht said the invoice date was 12/06/2024.

Symuleski said this used to cost less.

Schlecht said it does cost a little more now.

Symuleski asked for details on the invoices for lighting at City Hall.

Schlecht said this is for repair of the tree lights at City Hall.

Symuleski asked for a report regarding all paid invoices from Bedrock Nursey from this year and last year.

Schlecht said she can do that.

Vice-Chairman Ezerski asked Schlecht if a list of invoices to be considered for approval at the meeting can be included in the agenda packet for the meeting.

Schlecht said yes.

Rabon asked how close we are to being done with the lighting repair at City Hall.

Schlecht said this project should be completed now.

Vice-Chairman Ezerski said the Authority has previously approved the expenditure, but now we're just approving the invoices.

Motion by Tanner, Second by Smith, to approve the submitted materials for payment for the period of November 13, 2024 – February 19, 2025, as presented. **AYE:** Ezerski, Symuleski, Tanner, Baxter, Smith, Hankins, Rabon. **NAY:** None. **MOTION PASSED.**

D. Consider approving the monthly Treasurer Report.

Schlecht apologized for getting behind on the financial reports. She said that we are now caught up, however she didn't want to bring five- or six-months' worth of reports to the meeting at once, so she's kind of spread it out. Schlecht said she has three months' worth of financials to present to the Authority today.

Schlecht presented the monthly Treasurer Report for the months of August 2024 – October 2024, which includes the following documents: the Balance Sheet for the months of August 2024 – October 2024, the Profit & Loss Statement for the months of August 2024 – October 2024, the Income and Expense Tracker for the months of August 2024 – October 2024 and the LETA Projects Pending Report for the months of August 2024 – October 2024. Schlecht also presented the LETA Projects Pending Report as of August 31, 2024, and the Hotel Motel Tax Revenue Report as of February 19, 2025. A copy of the Treasurer Report for the months of August 2024 – October 2024 may be obtained from the City Clerk's Office upon request.

Symuleski said he thought we were going to use the funding that's not being used for the Navy Memorial Eagle Scout project for something else.

Schlecht said her understanding is that this funding is for any type of repairs that might need to be made.

With regards to the hotel motel tax report, Vice-Chairman Ezerski asked if this money has been received yet.

Schlecht said no - because of the lag in getting the information, she couldn't claim any of the money. She said it has been caught up now, but she hasn't had the opportunity to submit a claim yet.

Motion by Symuleski, Second by Rabon, to approve the Treasurer Report for the months of August 2024 – October 2024 as presented. **AYE:** Ezerski, Symuleski, Tanner, Baxter, Smith, Hankins, Rabon. **NAY:** None. **MOTION PASSED.**

Schlecht provided Authority members will a balance sheet for January 2025. She said this is not to be approved today – it's informational only so that Authority members have up to date information regarding cash in the accounts.

Vice-Chairman Ezerski asked if the balance sheet for January 2025 includes the money that has yet to be received in hotel motel tax.

Schlecht said no, it doesn't.

- E. Receive a report from Parks and Recreation regarding departmental projects and monthly updates and take action as deemed necessary.

Larry Parks, Parks and Recreation Director, said the Parks and Recreation Department is very busy with all the projects that are going on throughout the city, and we continue to touch every park in every ward. Parks said his staff has busy been with cleaning the parks, trimming the trees, adding new concreting, and adding new benches and new play units to the parks.

Parks said the construction for the new aquatics center is on track to be completed this summer.

Parks said as part of our park improvements, Union Park and Skyline East are completed now. He said there's a little clean up that needs to be done at Skyline East, but staff will get this done soon.

Parks said Hunter Hills and Willowcreek will be the next parks to receive improvements. Hunter Hills is currently going in. Parks said staff has done the deconstruction at Willowcreek, but they are waiting to do the surfacing.

Parks said Kid Zone and Lee West will also receive park improvements. He said staff would also love to do some improvements to Shepler Park. Parks said he will likely soon be compiling a report on Shepler Park to present to Council, per request of the City Manager.

Parks said staff began a beautification project on Rogers Lane. Crepe myrtles and other landscaping materials will be installed. Parks said he is working with Dennis Totte on this project. Installation will start at the end of next month.

Vice-Chairman Ezerski said the changes within the last few months in the Parks and Recreation Department have been noticeable and all for the better. He thanked Parks and his staff for everything they are doing.

Vice-Chairman Ezerski asked Parks to expanded more on the plans for Elmer Thomas Park, to include the new Amphitheater and what it will entail. He said he's received many questions about this.

Parks said a lot of the information regarding the changes to come in Elmer Thomas Park is available on the website. He said this is a \$30 million project that includes dredging the lake, placing a bridge across the lake, and the addition of many new recreational activities.

Hankins said there is a video available on the city's website regarding Elmer Thomas Park.

- F. Receive a report from the Community Services Director regarding ongoing LETA projects and take action as deemed necessary.

Charlotte Brown, Community Services Division Director, advised she has nothing to report today.

G. Receive Monthly Ward Updates from Trustees and take action as deemed necessary.

Vice-Chairman Ezerski introduced the newest Trustee of the Authority, Dwain Baxter. He thanked Baxter for attending the meeting.

No Ward updates were given.

H. Receive a report from the Communications and Marketing Department regarding LETA's social media accounts and publicity projects, provide direction to staff on said projects and take action as deemed necessary.

Caitlin Gatlin, Communications and Marketing, said we finished out the year by doing two awards for Christmas Yard of the Month.

Gatlin said we worked with Jeannette Klein in December in doing a Facebook live in effort to raise money for the Children United playground by selling fence pickets.

Gatlin said we will start seeking nominations for the April Yard of the Month in March.

2. Business

A. Consider approving the minutes of the November 13, 2024, meeting.

A copy of the minutes from the November 13, 2024, meeting may be obtained from the City Clerk's Office upon request.

Motion by Symuleski, Second by Baxter, to approve the minutes of the November 13, 2024, meeting. **AYE:** Ezerski, Symuleski, Tanner, Baxter, Smith, Hankins. **NAY:** None. **ABSTAIN:** Rabon. **MOTION PASSED.**

B. Elect a Chairperson for the Lawton Enhancement Trust Authority.

Vice-Chairman Ezerski said the previous Chairman is no longer a member of the Authority. He said we will be electing a new slate of officers for the Authority.

Motion by Tanner, Second by Hankins, to elect Barry Ezerski to serve as Chairperson for the Lawton Enhancement Trust Authority. **AYE:** Rabon, Symuleski, Tanner, Baxter, Smith, Hankins. **NAY:** None. **ABSTAIN:** Ezerski. **MOTION PASSED.**

C. Elect a Vice-Chairperson for the Lawton Enhancement Trust Authority.

Motion by Tanner, Second by Symuleski, to elect Chris Rabon to serve as Vice-Chairperson for the Lawton Enhancement Trust Authority. **AYE:** Ezerski, Symuleski, Tanner, Baxter, Smith, Hankins. **NAY:** None. **ABSTAIN:** Rabon. **MOTION PASSED.**

D. Elect a Secretary for the Lawton Enhancement Trust Authority.

Motion by Tanner, Second by Smith, to elect Ted Symuleski to serve as Secretary for the Lawton Enhancement Trust Authority. **AYE:** Ezerski, Tanner, Baxter, Smith, Rabon. **NAY:** None. **ABSTAIN:** Symuleski. **MOTION PASSED.**

E. Elect a Treasurer for the Lawton Enhancement Trust Authority.

Tanner asked if Schlecht is our current Treasurer.

Chairman Ezerski said no - we have to have a Trustee of the Authority in this position. He noted that this position was formally held by Kerry Sweeney.

Motion by Tanner, Second by Smith, to elect Dwain Baxter to serve as Treasurer for the Lawton Enhancement Trust Authority. **AYE:** Ezerski, Tanner, Smith, Rabon, Symuleski. **NAY:** None. **ABSTAIN:** Baxter. **MOTION PASSED.**

F. Consider approving a request for funding from Teen Court, Inc in the amount of \$23,500.00 for proposed renovations and beautification of the new Teen Court building and take action as deemed necessary. .

Marcia Frazier, Teen Court Director, presented the request for funding from Teen Court, Inc, in the amount of \$23,500.00 for proposed renovations and beautification of the new Teen Court building. A copy of the request for funding may be obtained from the City Clerk's Office upon request.

Ms. Frazier noted that the windows of their building are currently in terrible condition.

Chairman Ezerski asked Ms. Frazier if they've moved into the facility yet.

Lauri Porter, Teen Court, said we just used the facility for the first time this past weekend – we held a class there with some of the juveniles.

Ms. Frazier noted that the courtroom is completed, so they will start running traffic cases in there now.

Chairman Ezerski asked what the \$23,500 will be used for. He also asked for the total cost of the project, and he asked what percent of the total project the funding request is.

Porter said the \$23,500 would be used for the following:

EXTERIOR EXPENSES

LIGHTING	3000
Landscaping	8500
Upstairs Windows	7000

Irrigation	5000
TOTAL	23500

Porter said the overall cost of the budget for the outside of the facility comes closer to \$125,000, so the funding request is roughly 20% of this budget.

Chairman Ezerski asked how the rest of the money is being raised.

Porter said we're actively seeking grant money.

Tanner said he thinks the Authority should help out, but he's not sure how much we can afford to help.

Chairman Ezerski said we want to find a way to help, but there are also parameters the Authority must follow as well. Over the years, the Authority's history is that it will donate to landscaping and things of that nature, but the windows would be a structural issue that doesn't fall under what the Authority does.

Tanner proposed that the Authority fund everything except the cost of the windows.

Chairman Ezerski said the money is there if we want to do that.

Motion by Tanner, Second by Baxter, to approve the funding request from Teen Court, Inc in the amount of \$16,500.00 for landscaping, lighting and irrigation at the new Teen Court building. **AYE:** Ezerski, Tanner, Smith, Rabon, Symuleski, Baxter. **NAY:** None. ***MOTION PASSED.***

Chairman Ezerski thanked Ms. Frazier and Ms. Porter for all they do.

- G. Consider approving the t-shirt design for the upcoming Trash-Off event and take action as deemed necessary.

DaLynna Wood, Communications and Marketing, presented two t-shirt designs for the Authority to choose from. She noted that each t-shirt design has a front and back.

Chairman Ezerski asked what time the Trash-Off event is scheduled for on April 5th.

Gatlin said it will be from 8:00AM – 2:00PM, and they'll soon be pushing out press releases regarding the event.

Motion by Tanner, Second by Rabon, to select the t-shirt with the magazine design. **AYE:** Ezerski, Tanner, Smith, Rabon, Symuleski, Baxter. **NAY:** None. ***MOTION PASSED.***

- H. Discuss planning for the 2025 Eye Candy Gala and take action as deemed necessary.

Gatlin provided background information on this item. She said there are several items on the agenda pertaining to the Eye Candy Gala.

Gatlin asked Authority members if April 11th is a good date for them to hold the Eye Candy Gala.

Tanner asked Gatlin if she checked for other events that might be going on at the same time.

Chairman Ezerski asked if things can get done in time to hold the Gala on April 11th.

Gatlin said yes. She said the Gala will be held from 6:00PM – 8:00PM on April 11th at the Lawton Farmer's Market.

Schlecht noted that the approved budget for the Eye Candy Gala is \$10,000. She said we were well under budget last year.

- I. Consider adding another award category for the 2025 Eye Candy Gala to reinforce the City of Lawton's Kids First Initiative and take action as deemed necessary.

Gatlin provided background information on this item. She said we're trying to get every neighborhood involved in keeping their streets clean. This award could go towards either an individual or a group. The award would be for individuals or groups that you see actively picking up their streets.

Motion by Tanner, Second by Symuleski, to add the category of Kid's First Champion Award to the list of awards to be presented at the Eye Candy Gala. **AYE:** Ezerski, Tanner, Smith, Rabon, Symuleski, Baxter. **NAY:** None. ***MOTION PASSED.***

- J. Nominate and select award recipients for the 2025 Eye Candy Gala and take action as deemed necessary.

Gatlin provided background information on this item. She provided Authority members with a list of potential award recipients.

Tanner asked where the list of names came from.

Gatlin said this was a list put together by staff to serve as a jumping off point for the Authority.

Motion by Tanner, Second by Symuleski, to select Phil Kennedy as the recipient of the Visionary Leader award. **AYE:** Ezerski, Tanner, Smith, Rabon, Symuleski, Baxter. **NAY:** None. ***MOTION PASSED.***

Tanner asked for background information on Charlotte Oates.

Gatlin said she knows Charlotte through all the work she's doing with LPS at Douglas. She noted that Oates received this award in 2016.

Tanner asked for background information on Rhonda Norell.

Poudrier said she is a volunteer who works with Arts for All and she is helping with Black History Month. She's also involved in several other non-profit organizations.

Motion by Symuleski, Second by Tanner, to select Rhonda Norrell as the recipient of the Rosemary Bellino Lifetime Achievement award. **AYE:** Ezerski, Tanner, Smith, Rabon, Symuleski, Baxter. **NAY:** None. **MOTION PASSED.**

Gatlin said Dory Thomas was a listed as a nominee to receive the Champion Volunteer award last year, but we ended up giving this award to a teacher at LPS.

Poudrier said Ms. Thomas is heavily involved in her church with their soup kitchen. She's also been the Chairperson for the International Festival Committee for the past two years, and she's doubled the size of the Committee. She also took on the role of helping kickstart the Friends of the Museum because she heard that museum needed some help.

Motion by Tanner, Second by Smith, to select Dory Thomas as the recipient of the Champion Volunteer award. **AYE:** Ezerski, Tanner, Smith, Rabon, Symuleski, Baxter. **NAY:** None. **MOTION PASSED.**

Chairman Ezerski asked if we have any nominations for the Kid's First Champion Award.

Gatlin said the couple that was recognized at Council for picking up trash every Saturday would be a great highlight to do. However, she does not remember their names now.

Gatlin said they will ask community members to submit nominations for this award. She will bring the nominations back to the Authority for final approval.

Chairman Ezerski asked for nominations for the Commercial Business of the Year award.

Motion by Tanner, Second by Symuleski, to select Anderson's Pharmacy as the recipient of the Commercial Business Yard of the Year award. **AYE:** Ezerski, Tanner, Smith, Rabon, Symuleski, Baxter. **NAY:** None. **MOTION PASSED.**

K. Appoint a Chairperson for the Eye Candy Gala event.

Poudrier and Gatlin noted that staff will work with the Chairperson of the Eye Candy Gala on the menu for the event as well as the gifts for the award recipients.

Motion by Tanner, Second by Baxter, to elect Addie Smith to serve as the Chairperson for the Eye Candy Gala event. **AYE:** Ezerski, Tanner, Rabon, Symuleski, Baxter. **ABSTAIN:** Smith. **NAY:** None. **MOTION PASSED.**

L. Consider permitting city staff to apply for funding from the Classic Lawton Chevrolet Golf Tournament on behalf of LETA for the 2025 Lawton Fort-Sill Freedom Festival and take action as deemed necessary.

Poudrier provided background information on this item. He said staff will be asking Classic Lawton Chevrolet for the Freedom Festival to be considered as one of the beneficiaries of their golf tournament.

Motion by Tanner, Second by Baxter, to permit city staff to apply for funding from the Classic Lawton Chevrolet Golf Tournament on behalf of LETA for the 2025 Lawton Fort-Sill Freedom

Festival. **AYE:** Ezerski, Tanner, Rabon, Symuleski, Baxter, Smith. **NAY:** None. ***MOTION PASSED.***

3. Adjournment

Motion by Symuleski, Second by Baxter, to adjourn the February 19, 2025, meeting. **AYE:** Ezerski, Symuleski, Tanner, Rabon, Baxter, Smith. **NAY:** None. ***MOTION PASSED.***

There being no further business, the meeting adjourned at 4:33 P.M.

LimeLight PRODUCTIONS

P. (405) 830-2220

E. Denise.LimeLightOKC@gmail.com

www.LimeLightOK.com

This Contract is made and entered into by and between **LimeLight Productions, LLC** (hereinafter **LLP**) and **City of Lawton** hereinafter referred to as "**Client**") on the 28th day of Jan, 2025, for events on the evenings of **June 27th and 28th, 2025** at **501 NW Ferris Ave. Lawton, OK 73507**.

LLP is an Oklahoma for profit event planning company located at **4316 Windsong Way, Oklahoma City, OK 73120**. Acting in that capacity, **LLP** may book various 3rd parties, display operators, performers, DJ's, caterers, rental companies, musical acts, artists, fireworks, stage, sound, lights and many other types of unique entertainment with prior client approval. In each case, **LLP** will sign "client approved" contracts and riders for **Client**. **Client** will make every effort to satisfy the terms of all contracts signed by **LLP** and approved by **Client**. Any changes or variations from agreed upon terms must be approved by **LLP**. **LLP** will incur no addition or unexpected expenses based on circumstances outside of **LLP**'s control.

LLP will sub-contract all Fireworks, Artist/Performers, laborers, and any other obligations as to this contract to **Titan Standard** (hereinafter referred to as **Sound Company – SC**) and **Precision Fireworks and Precision Drones** (hereinafter referred to as the **Display Operator - DO**). **Display Operator** is a Texas, for profit corporation licensed to do business in Oklahoma. **LLP** and **Client** will be listed as **Additionally Insured** on all 3rd Party or subcontractor Insurances.

Client is an Oklahoma City entity with its principal office at **Lawton City Hall, 212 SW Ninth St. Lawton, OK 73501**. **Client** and **LLP** desire to engage **Performers, Artists, Entertainment, Display Operator** and **Sound Company** to perform an **Entertainment, PyroMusical Fireworks Displays**, and a choreographed **Drone Show** and **Performers/DO's/SC/LLP** desire to perform such **Entertainment, PyroMusical Fireworks Displays**, and **Drone Shows** under the terms set forth in this Contract.

PERFORMERS/SOUND COMPANY/FIREWORKS/DRONES (Display Operators - DO's)

NOW, THEREFORE, and in consideration of the sums to be paid to **LLP** as event planner and consultant, the parties agree as follows:

I. LLP Responsibilities: The responsibilities of **LLP** under this contract are as follows:

1. **LLP** will cooperate with **Client** to coordinate in the planning and execution of the drone show and fireworks display events. Prior to the event, **LLP** will arrange to meet with **Client** officials to effect such cooperation and coordination, and, upon **Client**'s request, provide identities and qualifications of all personnel assigned to the display events the name and contact information of the individuals who will support the drone show and fireworks display.
2. **LLP** shall act as a primary contact for any contracted labor in support of the drone show and pyrotechnical firework displays and provide any information in a timely manner in response to any reasonable requests for information from the **Client**.
3. **LLP** Shall undertake all responsible measures necessary to protect persons property against hazards associated with the storage, handling and discharge of pyrotechnic ordinance and

other display components before, during and after the drone and fireworks display events. Without limitation, this shall include: utilizing licensed pyrotechnic operators and trained, experienced technicians and other assistants; combing the grounds both inside and outside the Exclusion Zone for any live or hazardous pyrotechnic materials immediately preceding and after the drone and fireworks displays and ensuring sufficient personnel are present and in-place for safe operations of the drone and fireworks display.

4. LLP shall ensure provide oversight of the operations of the performance of the Drone Show, Firework Display, Headline Performers and associated sound and stage technicians and ensure that entertainment accommodates an anticipated attendance of approximately thirty to forty thousand people:
5. Headline Performer: LLP shall provide recommendations for a headliner performer to the Client, and upon the Client's approval and acceptance of a recommended performer, LLP shall negotiate the contract in the best interest of the Client. All costs associated with said headline performer are included in the total cost of the agreement.
6. Set-Up for entertainment: The installation of all equipment and the loading of the sound equipment and fireworks on the equipment, which are to be used by the Display Operators in the performance of the PyroMusical Fireworks Display and Drone Show under this Contract.
7. Tear-Down of Display: The removal of all equipment utilized by the Display Operators in the performance of the PyroMusical Fireworks Display and Drone Show, and the search of the Fallout Area and removal therefrom of fireworks which failed to explode.
8. Clean-Up of Display: The removal of paper, cardboard, debris, and other fireworks refuse from the Discharge Site and the Fallout Area. The fallout area will be conducive to the size of the display. This does NOT include any areas that were open, accessible, or occupied by the public and/or spectators.
9. For Display(s) that include licensed music accompaniment, LLP agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Display(s).
10. LLP shall provide detailed invoices and receipts of all related event fees and expenses upon request.

Display Site: The area that includes the "Discharge Site", the "Fallout Area" and the "Separation Area" as those terms are defined below. The Drone/Fireworks Display Site shall be a secure area. No persons other than the Display Operator's personnel and security officials will be allowed inside the Display Site at any time. **It is understood that there is a danger of damage and harm to any persons, property, or landscaping located within the Drone/Fireworks Display Site.**

Discharge Site: The area immediately surrounding the fireworks mortars, multi-shot cakes, or other equipment and items to be used in the Drone/Fireworks Display.

Fallout Area: The designated area in which debris is intended to fall after fireworks devices are fired.

Separation Area: The area between the Discharge Site and the area(s) from which spectators observe the Drone/Fireworks Display.

Rain/Reschedule Date: See Cancellation and Rain Date Clause

II. The Performance of Drone/Firework Display:

- a. Display Operator will perform a 12-15 minute, 200 lighted-drone show choreographed to music with an approximately 3-5 minute 1.4G Pyromusical Fireworks Finale on June 27th, 2025 and an approximately 23-24 minute 1.3G and 1.4G Pyromusical Fireworks Display on the date of June 28th, 2025.
 1. Display Operator shall setup an initial drone show design planning meeting with Client by February 19th, 2025, and Display Operator shall create a storyboard of design elements, images, and scenes with action notes and provide to client for feedback and suggestions by March 19th. Display Operator shall modify the storyboard in accordance with Client feedback and provide feedback and suggestions to best meet Client's design requests within limitations of capabilities.
 2. A digital rendering/preview of the drone show, Pyromusical Firework Finale and the Pyromusical Fireworks Display will be presented at a date and location specified by the Client no earlier than the 16th of May 2025. Client shall provide Display Operator and LLP at least a two-week notice before specified date for presentation of digital rendering/preview. Display Operator shall make shall modify the drone and or Pyromusical Fire Work Finale and Display within Display Operator's capabilities based on any additional feedback and suggestions from Client.
 3. The Performance of the Drone/Firework Display must accommodate an anticipated attendance of approximately thirty to forty thousand people and utilize a wide variety and color of pyrotechnic devices and patriotic music.
- b. Display shall take place at **Elmer Thomas Park** and shall commence at the discretion of the City Manager after the Display Operators determine that there is adequate darkness, the Display Site is secure, and the conditions are safe to proceed.
- c. It is agreed that, should unsafe conditions arise during the performance of the Drone/Fireworks Display, the Display Operators may halt the display. The Display Operators may resume the Display if/when Display Operators determine safe conditions are restored.

III. Display Operator's Responsibilities: The responsibilities of the Display Operator, Sound Company, and LLP under this Contract are as follows:

- a. **INSURANCE - Display Operator** will produce to **Client and LLP** valid insurance certificate procuring liability insurance coverage in the amount of Three Million Dollars (3,000,000.00). The insurance certificates shall list the Client and LLP as an additional name insured. The liability insurance coverage provided by this insurance shall be limited to liability caused by the Display Operator that is directly related to the services and responsibilities to be undertaken by Display Operator. Sound Company will produce to Client and LLP a One Million Dollar (1,000,000.00) liability insurance policy listing both Client and LLP as an additionally insured.
- b. Display Operators to provide the following services:
 1. Operation of Drone/Fireworks Displays.
 2. Tear-Down of Drone/Fireworks Displays
 3. To obtain Drone/Fireworks Display Permit to conduct the Display.
 4. To provide security services for the Drone/Fireworks Display Site before, during, and after the Display and at all times when Display Operator's equipment and the fireworks are upon the Display Site.
 5. To design and produce Drone/Fireworks Display choreography.
 6. Clean-Up of Drone/Fireworks Display (Big Trash)
 7. Obtain all necessary Federal Aviation Administration(FAA)

PERMITS AND APPROVALS and Department of Defense (DOD) approvals and permits to enable performance of Drone Show fully hereunder, including airspace authorization needed for the Display(s). The client shall be responsible for obtaining and payment of all required local city permits, coordinating with local police, managing road closures, and arranging for necessary barricades.

- c. **Display Operators** will fulfill all of the above-described responsibilities and perform all of the services identified in this paragraph III, in compliance with all federal, state, and local governmental laws and regulations.

IV. Outline of Expenses due to LLP from Client:

a. DRONE DISPLAY:

Thirty-One Thousand Dollars (\$31,000) - 200 Drones to Perform 12-15 Animations over a span of 12-15 Minutes with the Finale to be choreographed with accompanying 1.4G Pyromusical Display (See letter C below)

b. STAGE, SOUND, LIGHTS:

Twenty-Four Thousand Dollars (\$24,000) – Sound, stage, 24x38 ft truss style roof top, and lights for choreographed Drone and PyroMusical Fireworks Display, and technicians and crew for 2 consecutive nights

c. FIREWORKS DISPLAY:

Seventy-Five Thousand Dollars (\$75,000) – PyroMusical Fireworks Displays with Choreography for 2 consecutive nights. Seventy-Five Thousand dollars (\$75,000) for Saturday night 23-24 min PyroMusical and FREE SHOW for Friday night Finale added to City of Lawton's Drone show.

d. ENTERTAINMENT:

Fifteen-Thousand Dollars (\$15,000) – Performer/Entertainment

e. TOTAL

One-Hundred and Forty-Five Thousand Dollars (\$145,000) - Total of Contract

V. Client's Responsibilities: The responsibilities of the Client under this Contract are as follows:

- a. In consideration for the services to be performed by **Performers, Drone/Fireworks Display Operators, Sound Company, and LLP** hereunder, Client agrees to pay **LimeLight Productions** the total sum of **One Hundred Thirty-Five Thousand Dollars (\$145,000.00)**, payable as follows:

1. Upon the full execution of this Contract, the sum of **Seventy-Two Thousand Five Hundred Dollars (\$72,500.00)** will be paid as a deposit to secure booking by **February 1, 2025**
2. The remaining balance (\$72,500.00) is to be paid on or before June 28th, 2025.

b. Client agrees to provide following services

1. To provide security services for spectators attending Entertainment/Firework Display.
2. Clean-Up of Drone/Fireworks Display area except for Big Trash.
3. Up-to and not to exceed eight (8) double hotel rooms for one(1) night stay to be used exclusively by Display Operators, event support personnel, entertainers, and other event support at the discretion of LLP. The Client will not be responsible for any damage however caused (whether by the deliberate, negligent, or reckless act) to the room(s), hotel's premises or property caused by LLP or LLP's contactors/employees or any incidental and room services charges above and beyond the cost of the rooms.
4. One(1) use of Gator, or similar UTV, or golf cart.

5. Water and restrooms for laborers.

- c. Client agrees to indemnify, hold harmless, and defend Performers/DO's/SC/LLP from any and all claims brought against Performers/DO's/SC/LLP for any and all accidents, incidents, or allegations concerning property damage or personal injury, (including any COVID-19 related claims), which are not directly related to Performers/DO's/SC/LLP's contractual responsibilities as set forth in this contract.

VI. Cancellation of Fireworks Display:

Rain/Reschedule Date: The parties agree that, in the event Drone or Fireworks Display Operators, Entertainment, Sound Company, or LLP determine that weather conditions require the cancellation or postponement of the Display a rain date will be predetermined and the following rules will apply. Please note your rain date of **June 29th, 2025**. If DO's/SC/LLP determine that weather conditions on the Rain Date are such as to require a further delay, the parties will agree to a secondary Rain Date. **The DO's/SC/LLP and/or Entertainment will incur out-of-pocket costs and expenses in the event the Display is postponed due to adverse weather conditions. Twenty-four (24) hour-a-day on-site security will be required, as well as ongoing employee and contractor expenses. Client agrees that LLP nor any of it's vendors can endure these costs and it will pay all of DO/SC/LLP/Entertainment's out-of-pocket expenses incurred as a result of the postponement of the Fireworks Display.** If the agreed upon Rain Day, or secondary Rain Day, is scheduled at a time requiring DO/LLP to Tear- Down the Display and re-Set-Up the Display, the parties agree that the reimbursable costs and expenses to be incurred by DO/LLP will not exceed the amount of twenty five percent (25%) of the original contract amount. Parties agree that expenses for SC and Entertainment are not included and will be subject to availability and third party contracts.

- a. If Client cancels the Drone/Fireworks Display or any part of this contract at a date more than ninety (90) days before the scheduled date of the Drone/Fireworks Display, there will be no cancellation fee charged, and any deposit made will be refunded to Client.
- b. If Client cancels the Drone/Fireworks Display or any part of this contract at a point in time more than sixty (60) days before the scheduled date of the Drone/Fireworks Display, but less than ninety one (91) days before the scheduled date, the cancellation fee will be ten percent (10%) of the full contract price.
- c. If Client cancels the Drone/Fireworks Display or any part of this contract at a point in time less than sixty-one (61) days, but more than thirty (30) days before the scheduled date of the Drone/Fireworks Display, the cancellation fee will be fifty percent (50%) of the full Contract price.
- d. If Client cancels the Drone/Fireworks Display or any part of this contract at a date which is thirty (30) or fewer days before the scheduled date of the Drone/Fireworks Display, the full amount of the Contract price will become due and payable.

VII. Extension: At the end of the contract period for consulting services provided, or upon the conclusion of a maximum of five (5) extensions thereof, the contract may be extended for a period not to exceed twelve (12) months at the same price and conditions as in the original contract, by mutual agreement between the Client and LLP. The extended contract shall, upon the signing by both parties, become a binding agreement and shall remain in force and effect until additional consulting services are rendered complete or the conclusion of five (5) extensions.

VIII. JURISDICTION AND VENUE. It is hereby stipulated that this Agreement will be governed by the laws of the State of Oklahoma. Jurisdiction and Venue will be in the District Court of Comanche County, Oklahoma, or the Federal District Court for Western Oklahoma.

IX. Remedies: The parties agree that, in any lawsuit brought to enforce the terms of this Contract, the prevailing party shall be entitled to receive, as part of its judgment, an award of its attorney fees, as deemed reasonable by the court, together with all of its litigation costs, including court costs, fees for the service of process, travel expenses, witness fees, copy expense, court reporter fees for depositions and in court testimony, video deposition expense, transcripts and postage.

Complete Agreement: This Contract, including the attached Proposal, constitutes the entire agreement between the parties. No oral promises, commitments, or agreements made by either party before or after the execution of this Contract shall be binding upon them. Any amendments, changes, or modifications to the terms set forth in this Contract must be reduced to writing and signed by both parties before said changes become binding.

Executed by the parties on the date or dates set forth opposite their names.

LimeLight Productions, LLC

Date: 12/6/2024

Printed name: Denise Castelli

Denise Castelli

Client: City of Lawton

CITY OF LAWTON A Municipal Corporation

By: *Stanley Booker*
STAN BOOKER, MAYOR

ATTEST: *Donnalynn Blazek-Scherler*
DONNALYNN BLAZEK-SCHERLER CITY CLERK



Approved as to form and legality this 3RD day of February 2025.

John Andrew
JOHN ANDREW, CITY ATTORNEY