AGENDA
REGULAR MEETING
LAWTON ENHANCEMENT TRUST AUTHORITY
CITY HALL- 3rd FLOOR CONFERENCE ROOM
WEDNESDAY APRIL 10, 2024– 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 Children United regarding the accessibility playground in Elmer Thomas Park and take action as deemed necessary.
   F. Receive a report from Parks and Recreation regarding departmental projects and monthly updates and take action as deemed necessary.
   G. Receive a report from the Planning Department regarding ongoing LETA projects and take action as deemed necessary.
   H. Receive Monthly Ward Updates from Trustees and take action as deemed necessary.
   I. 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 March 13, 2024 meeting.
   B. Consider approving a quote from Bedrock Nursery in the amount of $14,747.20 for the restoration of landscaping islands located at 2nd and Gore and 3rd and Gore and take action as deemed necessary.
   C. Consider approving a quote from Bedrock Nursery in the amount of $1,900.00 for installation of a raised flowerbed irrigation system at Elmer Thomas Park and take action as deemed necessary.

D. Consider approving a quote from Bedrock Nursery in the amount of $2,960.89 for landscaping of a raised flowerbed at Elmer Thomas Park and take action as deemed necessary.
E. Consider approving a quote from Bedrock Nursery in the amount of $4,962.50 for lighting repair at City Hall and take action as deemed necessary.
F. Consider approving the 2024 Freedom Festival Budget and take action as deemed necessary.
G. Consider ratifying the action of the City Council by approving a contract with Lime Light Productions to provide entertainment and a fireworks display at the 2024 Freedom Festival and by authorizing payment of Lime Light invoices in the total amount of $108,750.00.
H. Consider ratifying the action of the City Council by approving a contract with Sky Elements Drone Shows to provide a drone show at the 2024 Freedom Festival and by authoring payment of Sky Elements invoice(s) in the total amount of $40,000.00.
I. Consider approving an invoice from Journey Productions in the amount of $1,854.00 for equipment rental and event technician services during the 2024 Eye Candy Gala and take action as deemed necessary.
J. Consider approving an invoice from Designs by Lex in the amount of $3,610.00 for catering services during the 2024 Eye Candy Gala and take action as deemed necessary.
K. Consider approving an invoice from Gill's Framing in the amount of $4,164.75 for the professional restoration, framing, matting, and installation of Miss Lawton photos at City Hall and take action as deemed necessary.
L. Consider approving a Professional Services Agreement with CW Strategies for website hosting services and take action as deemed necessary.

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."

MINUTES
REGULAR MEETING
LAWTON ENHANCEMENT TRUST AUTHORITY
CITY HALL- 3rd FLOOR CONFERENCE ROOM
WEDNESDAY MARCH 13, 2024– 3:00 P.M.

Chairman Burk called the meeting to order at 3:06 P.M. in the 3rd floor conference room of City Hall.

ROLL CALL

PRESENT: Jay Burk, Ted Symuleski, Katy Jackson-Seeley*, Dwight Tanner, Mary Ann Hankins, Addie Smith**, Chris Rabon

ABSENT: Charles Owens (excused), Barry Ezerski (excused)

OTHERS PRESENT: Charlotte Brown, LETA Executive Director; Caitlin Gatlin, Communications & Marketing; Tammy Branstetter, City Clerk's Office; Gregory Gibson, City Attorney's Office; Larry Parks, Parks & Recreation Director; Josh White, Neighborhood Services Supervisor; Jason Poudrier, Arts & Humanities; Susan Schlecht, Financial Services; Kameron Good, Planning Division; Ward 2 Councilman Kelly Harris; Tony Terrill, MacArthur High School; Tanna Vu, AMBUCS; Jenny Clements-Smith, AMBUCS; Alan Jolly, AMBUCS

*arrived at 3:06 P.M.
**arrived at 3:11 P.M. & left at 3:45 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

Chairman Burk introduced Chris Rabon, who is the new Ward 2 representative for the Authority.

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.

Totte said his staff has been trimming and pruning trees in preparation for the growing season. Once the growing season is here, Totte said his staff will be busy working on routine maintenance.

Totte noted there's been an ongoing issue with vandalism being done to the landscaping along 2nd Street. He asked that Authority members and staff notify him if they notice something that needs to be address.

Chairman Burk said the flowerbed in front of the Children United playground has been completed. He said it's now time to install irrigation and develop a landscaping plan. He would like for this to be completed before the grand opening for the playground.

Chairman Burk asked Totte to provide cost estimates for revamping the flowerbed at 2nd and Gore Boulevard at the next meeting.

Symuleski asked if the Buffalo Soldiers have ever helped maintain this median.

Chairman Burk said no.

Tanner said he will try working with the Buffalo Soldiers to see if they'd be willing to help going forward.

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

White said for the month of February, his staff sent out 909 violation notices and 178 cost notices. He said Neighborhood Services recently hired a new contractor, and they will soon hire another one.

Symuleski said there seems to be an ongoing issue with trash being dumped into the canal near 25th Street and Gore Boulevard. He asked how we can keep this from happening.

White said the person dumping the trash would have to be caught in the act before a citation can be written.

C. Consider approving submitted materials for payment.

Schlecht presented the following invoices for the time period of January 24 – March 12, 2024:

- Annual Chamber membership dues (Invoice dated 3/27/2024) - $340.00 to Chamber of Commerce
- Decoration reimbursement for Holiday in the Park (Invoice dated 3/4/2024) - $36,500.00 to Holiday in the Park
- Children United playground pergola (Invoice dated 2/5/2024) - $31,013.57 to Lovewell Fencing
- ADA handrail installation at Children United playground (Invoice dated 2/17/2024) - $6,863.00 to Wells Construction

Motion by Symuleski, **Second** by Jackson-Seeley, to approve the submitted materials for payment as presented. **AYE:** Tanner, Burk, Smith, Hankins, Jackson-Seeley, Symuleski, Rabon. **NAY:** None. ***MOTION PASSED.***

D. Consider approving the monthly Treasurer Report.

Schlecht reviewed the following documents: the Balance Sheet for January and February 2024, the Income and Expense Tracker for January and February 2024 and the LETA Projects Pending Report for January and February 2024. Schlecht also presented the Hotel Motel Tax Revenue Report as of February 27, 2024. A copy of the Treasurer Report may be obtained from the City Clerk's Office upon request.

Motion by Smith, **Second** by Jackson-Seeley, to approve the Treasurer Report as presented. **AYE:** Tanner, Burk, Smith, Hankins, Jackson-Seeley, Symuleski, Rabon. **NAY:** None. ***MOTION PASSED.***

E. Receive a report from Children United regarding the accessibility playground in Elmer Thomas Park and take action as deemed necessary.

Chairman Burk said this project is coming along well and things are looking very nice. The rock columns have been added.

Larry Parks, Parks & Recreation Director, noted that the playground is not yet open to the public – it currently blocked off.

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

Parks said construction for the new aquatics center will soon be underway.

Parks noted that many recent improvements have been made to the City of Lawton recreation centers.

Parks said his staff will begin making park improvements within the City of Lawton on April 10th, and this will include the installation of new playground equipment at various parks.

G. Receive a report from the Planning Department regarding ongoing LETA projects and take action as deemed necessary.

Brown said the dome lights have still not been delivered.

Brown encouraged Authority members to take the survey for the Metropolitan Transportation Plan.

Chairman Burk said the lights for the dome should be delivered soon.

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

Tanner said Councilman Hampton has approached him regarding adding landscaping along SW C Avenue, primarily near the FISTA. Tanner said he advised Councilman Hampton that the Authority has been a little strapped for money lately. Tanner asked that an item be placed on the agenda to discuss this issue. He would also like to see an item placed on the Council agenda to discuss the possibility of reclaiming the landfill gate fee(s) that the Authority used to receive. Tanner encouraged other Authority members to reach out to Councilmen regarding this matter.

I. 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.

Gatlin said her staff will soon begin marketing efforts for Yard of the Month.

2. Business

A. Consider approving the February 14, 2024 meeting minutes.

Motion by Jackson-Seeley, **Second** by Hankins, to approve the February 14, 2024 meeting minutes. **AYE:** Tanner, Burk, Smith, Hankins, Jackson-Seeley, Symuleski. **NAY:** None. **OBSTAIN**: Rabon. ***MOTION PASSED.***

B. Consider a funding request from MacArthur High School in the amount of $27,300.00 for needed improvements to the existing tennis courts at MacArthur High School and take action as deemed necessary.

Tony Terrill, tennis coach for MacArthur high school, said there are no existing tennis courts within the City of Lawton that can be used to host middle school and high school tennis tournaments. Mr. Terrill said many tournaments are hosted in Duncan, OK.

Mr. Terrill said the tennis courts at MacArthur High School have the best infrastructure currently in place out of all the high schools in Lawton. He said the tennis courts at MacArthur need some beautification added to the existing infrastructure. For example, they are hoping to make upgrades to the existing fence on the property, purchase new wind nets and hitting boards, as well as lay concrete slabs to place bleacher seating on. Mr. Terrill said these beautification efforts would add a nice look to the City of Lawton. He said that hosting tournaments will provide additional income for the City of Lawton.

Mr. Terrill noted that the tennis courts could also be marked for pickleball.

Hankins asked if tournaments could be hosted at the tennis courts owned by the City of Lawton.

Mr. Terrill said he's not sure how liability issues would work if the schools were to host tournaments on City property.

Hankins said when the City of Lawton invested in the tennis courts, the vision was to make it possible for things like tournaments to be hosted there.

Mr. Terrill said he lives behind the tennis courts on 38th Street, and he noted that the courts tend to stay full most of the time.

In the event the Authority is not able to fulfill the entire funding request, Jackson-Seeley asked which parts of the project are the highest priorities.

Mr. Terrill said upgrades to the fencing would be most important.

Tanner asked if the property is owned by Lawton Public Schools.

Mr. Terrill said yes.

Tanner mentioned the idea of approaching LPS about matching funds with the Authority.

Mr. Terrill said he would love to approach LPS with this type of request.

Rabon asked if the courts owned by Lawton Public Schools are open to the public.

Mr. Terrill said he would assume not for liability reasons, but he's not certain.

Councilman Harris noted that the Lawton Youth Sports Trust Authority will likely soon be making an announcement that may affect the Authority's decision regarding this request.

Hankins asked if the Authority could wait to take action on this item.

Motion by Hankins, **Second** by Jackson-Seeley, to **TABLE** this item. **AYE:** Tanner, Burk, Hankins, Jackson-Seeley, Symuleski, Rabon. **NAY:** None. ***MOTION PASSED.***

C. Consider a request from the Great Plains AMBUCS to participate in their annual Fly-A-Flag program, to include authorization of an expenditure of up to $4,200 for the placement of 70 flags to cover Gore Boulevard and Sheridan Road for the following six holidays: Armed Forces Day, Memorial Day, Flag Day, Independence Day, Patriot Day and Veterans Day.

Tanna Vu, Great Plains AMBUCS, thanked the Authority for their contribution last year, and she asked if they would consider participating again this year.

Ms. Vu noted that Flag Day has been added as a holiday, and Patriot Day has replaced Labor Day.

Motion by Tanner, **Second** by Symuleski, to approve an expenditure of $4,200 with AMBUCS for the placement of 70 flags to cover Gore Boulevard and Sheridan Road. **AYE:** Tanner, Burk, Hankins, Jackson-Seeley, Symuleski, Rabon. **NAY:** None. ***MOTION PASSED.***

D. Consider approving an expenditure of up to \$4,200 with Stanton's Printing for 2024 Trash Off t-shirts and take action as deemed necessary.

Brown said the final quote from Stanton's Printing is \$4,000 – not \$4,200.

Chairman Burk noted that this is an annual expense for the Authority.

Brown said Trash Off will be held on April 6th from 8:00AM – 2:00PM.

Motion by Symuleski, **Second** by Jackson-Seeley, to approve an expenditure of up to \$4,000 with Stanton's Printing for 2024 Trash Off t-shirts. **AYE:** Tanner, Burk, Hankins, Jackson-Seeley, Symuleski, Rabon. **NAY:** None. ***MOTION PASSED.***

E. Nominate and select 2024 Eye Candy Gala award recipients for the Lifetime Achievement Award, the Rosemary Bellino Award, the Visionary Leader Award, the Champion Volunteer Award, and the Best Commercial Business Award.

Gatlin said the Eye Candy Gala Committee has recommended Keith Jackson for the Lifetime Achievement award.

Motion by Tanner, **Second** by Rabon, to select Keith Jackson as the Lifetime Achievement Award recipient. **AYE:** Tanner, Burk, Hankins, Jackson-Seeley, Symuleski, Rabon. **NAY:** None. ***MOTION PASSED.***

Gatlin said the Eye Candy Gala Committee has recommended Jeannette Klein for the Rosemary Bellino award.

Chairman Burk said Jeannette has stepped up a lot in helping with the Children United playground.

Motion by Tanner, **Second** by Jackson-Seeley, to select Jeannette Klein as the Rosemary Bellino Award recipient. **AYE:** Tanner, Burk, Hankins, Jackson-Seeley, Symuleski, Rabon. **NAY:** None. ***MOTION PASSED.***

Gatlin said the Eye Candy Gala Committee has recommended several people for this award, to include the following: David Madigan, Phil Kennedy, Albert Johnson Jr, Patty Neuwirth and Max Sasseen.

Tanner said these are all great nominees, but Max has been working extremely hard to get the playground done.

Chairman Burk said he is comfortable with Max Sasseen receiving this award.

<u>Motion</u> <u>by Tanner,</u> **<u>Second</u>** <u>by Symuleski</u>, to select Max Sasseen as the Visionary Leader Award recipient. **AYE:** Tanner, Burk, Hankins, Jackson-Seeley, Symuleski, Rabon. **NAY:** None. ***MOTION PASSED.***

Gatlin said the Eye Candy Gala Committee has recommended either Kathy Sauders or Dory Thomas for this award.

Jackson-Seeley said Kathy Sauders is the Key Club representative for MacArthur High School, and she nominated her for this award. Jackson-Seeley said Ms. Sauders volunteers much of her personal time to help the community.

Poudrier said Dory Thomas is the new Chairman for the International Festival. She has helped tremendously in recruiting volunteers to work the International Festival.

Tanner said the key club has helped the Authority many times by providing volunteers for the Trash Off and other various events.

<u>Motion</u> <u>by Tanner,</u> **<u>Second</u>** <u>by Symuleski</u>, to select Kathy Sauders as the Champion Volunteer Award recipient. **AYE:** Tanner, Burk, Hankins, Jackson-Seeley, Symuleski, Rabon. **NAY:** None. ***MOTION PASSED.***

Gatlin said the Eye Candy Gala Committee has recommended Pat's Car Wash for this award.

Jackson-Seeley said the landscaping was awful prior to Pat's Car Wash moving in and cleaning up the area.

Chairman Burk said he thinks Pat's Car Wash has done a great job, and it seems like business is thriving there.

<u>Motion</u> <u>by Symuleski,</u> **<u>Second</u>** <u>by Rabon</u>, to select Pat's Car Wash, 2502 E Gore Blvd, as the Best Commercial Business Award recipient. **AYE:** Tanner, Burk, Hankins, Jackson-Seeley, Symuleski, Rabon. **NAY:** None. ***MOTION PASSED.***

Gatlin provided Authority members with pictures of all Yard of the Month award recipients for 2023.

Chairman Burk said he likes how the public is now involved with voting for Yard of the Month award recipients.

<u>Motion</u> <u>by Jackson-Seeley,</u> **<u>Second</u>** <u>by Rabon</u>, to select 2808 NE Shelter Creek Drive as the Yard of the Year Award recipient. **AYE:** Tanner, Burk, Hankins, Jackson-Seeley, Symuleski, Rabon. **NAY:** None. ***MOTION PASSED.***

3. Adjournment

There being no further business, the meeting adjourned at 4:15 p.m.

Bedrock Nursery Inc.
1802 NW 67th St.
Lawton, OK 73505 US
(580)248-6337
www.bedrocknursery.com

Estimate

ESTIMATE # 2418
DATE 04/08/2024

ADDRESS
City of Lawton (LETA)
Attn: Susan Schlecht
212 SW 9th St.
Lawton, OK 73501

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

ACTIVITY	QTY	RATE	AMOUNT
2nd & Gore - 3rd & Gore (2 Large Landscape Islands Across From Nissan)			
removal Remove All Dead Shrubbery & Stumps / Haul Off	1	850.00	850.00
Haul Off:HO Haul Off / Dispose of Dug Out Soil - Dump Truck or Dump Trailer	1	200.00	200.00
misc Dump Fee	1	100.00	100.00
Labor Trim All Existing Shrubbery (Included in Parks & Grounds Contract) - No Charge	1	0.00	0.00
Dig Out:DO Dig Out Area 12" w/ Mini Excavator to Prep For Flowerbed - Soil Change (Total Bermuda Grass Infestation)	1	4,500.00	4,500.00
Haul Off:HO Haul Off / Dispose of Dug Out Soil - Dump Truck	4	200.00	800.00
misc Dump Fee	4	100.00	400.00
Soil / Amendments / Mulch:Top Soil Load Top Soil / Delivery	4	400.00	1,600.00
Soil Labor:Top Soil Back-fill Back-fill Top Soil Into New Bedding Area	4	250.00	1,000.00
Sales Assorted 3 gal Shrubbery	40	39.99	1,599.60
Shrub Labor:3 gal SL 3 gal Shrub Installation	40	29.99	1,199.60
Perennial:1 gal VL 1 gal Variegated Liriope Border Grass	100	14.99	1,499.00
Shrub Labor:1 gal SL 1 gal Installation	100	9.99	999.00
Soil / Amendments / Mulch:Mulch Grade A Grade A Cedar Mulch	1	0.00	0.00
Soil / Amendments / Mulch:MI Mulch Install	1	0.00	0.00

We appreciate your business!

*ALL PAYMENTS MADE WITH A CREDIT CARD OR DEBIT CARD WILL BE SUBJECT TO A SERVICE FEE OF 3.5% ADDED TO THE TOTAL DUE. ALL ESTIMATED PRICING ABOVE REFLECTS CASH OR CHECK PAYMENT.	TOTAL	**$14,747.20**

Accepted By

Accepted Date

We appreciate your business!

Bedrock Irrigation
1802 NW 67th St
Lawton, OK 73505
dennis@bedrocknursery.com
www.bedrocknursery.com

Estimate

ADDRESS
City of Lawton - LETA
212 SW 9th Street
Lawton, OK 73501

ESTIMATE # 2065
DATE 04/05/2024

ACTIVITY	QTY	RATE	AMOUNT
ELMER THOMAS PLAYGROUNG - RAISED FLOWERBED			
Miscellanous:Misc. Netafilm Drip, Spaghetti Tubing, Emitter for Ceramic Container, & All Fittings	1	400.00	400.00
Labor:labor Install Installation of Drip Irrigation & Irrigation to Container	1	1,500.00	1,500.00
*NOTE: This Proposal is To Use the Same Irrigation Connection Assuming Its Under the Gravel at the Bottom of the New Bed. If It is Not, There Would be Additional Costs to Bring Water to the Flowerbed Under the Concrete.			

TOTAL **$1,900.00**

Accepted By

Accepted Date

*ALL PAYMENTS MADE WITH A CREDIT CARD OR DEBIT CARD WILL BE SUBJECT TO A NON CASH ADJUSTMENT FEE OF 3.5% TO THE TOTAL. ABOVE PRICE REFLECTS CASH PAYMENT. THANK YOU!

Bedrock Nursery Inc.
1802 NW 67th St.
Lawton, OK 73505 US
(580)248-6337
www.bedrocknursery.com

Estimate

ESTIMATE # 2832
DATE 04/05/2024

ADDRESS
City of Lawton (LETA)
Attn: Susan Schlecht
212 SW 9th St.
Lawton, OK 73501

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

ACTIVITY	QTY	RATE	AMOUNT
ELMER THOMAS PLAYGROUND RAISED FLOWERBED			
Soil / Amendments / Mulch:Top Soil Load Top Soil / Delivery	1	400.00	400.00
Soil Labor:Top Soil Back-fill Back-fill Top Soil Into New Bedding Area w/ Skid Steer	1	500.00	500.00
Soil / Amendments / Mulch:Soil Conditioner 2cu Bag Happy Frog Soil Conditioner	6	24.99	149.94
Bed Prep:Till Till / Cultivate Amendments Into Existing Soil to Create Bedding Mix	1	250.00	250.00
misc Reset Provided Ceramic Vase & Fill w/ New Potting Soil	1	75.00	75.00
Potting soil lg Large Bag Potting Soil	5	22.99	114.95
Trees:15 gal CM 15 gal Crape Myrtle	1	199.99	199.99
Tree Labor:15 gal TL 15 gal Tree Installation / Stake & Strap	1	150.00	150.00
Shrubbery:3 gal GS 3 gal Gulfstream Nandina	3	39.99	119.97
Shrubbery:3 gal DHG 3 gal Dwarf Hamlen Grass	3	39.99	119.97
Shrubbery:3 gal RY 3 gal Red Yucca	1	39.99	39.99
Shrub Labor:3 gal SL 3 gal Shrub Installation	7	29.99	209.93
Perennial:1 gal VL 1 gal Variegated Liriope Grass	10	14.99	149.90
Shrub Labor:1 gal SL 1 gal Installation	10	9.99	99.90
annuals:4" flat 4" Flower Flats -Perennial Secretia	1	54.00	54.00
annuals:4" labor 4" Annual Flat Installation	1	27.50	27.50
Soil / Amendments / Mulch:Mulch Grade A	15	13.99	209.85

We appreciate your business!

ACTIVITY	QTY	RATE	AMOUNT
Grade A Cedar Mulch			
Soil / Amendments / Mulch:MI Mulch Install - Labor	15	6.00	90.00

*ALL PAYMENTS MADE WITH A CREDIT CARD OR DEBIT CARD WILL BE SUBJECT TO A SERVICE FEE OF 3.5% ADDED TO THE TOTAL DUE. ALL ESTIMATED PRICING ABOVE REFLECTS CASH OR CHECK PAYMENT.

TOTAL **$2,960.89**

Accepted By

Accepted Date

We appreciate your business!

Bedrock Irrigation
1802 NW 67th St
Lawton, OK 73505
dennis@bedrocknursery.com
www.bedrocknursery.com

580-248-6337 • 1802 NW 67th, Lawton OK • www.bedrocknursery.com

Estimate

ADDRESS
City of Lawton - LETA
212 SW 9th Street
Lawton, OK 73501

ESTIMATE # 2066
DATE 04/06/2024

ACTIVITY	QTY	RATE	AMOUNT
LAWTON CITY HALL - LIGHTING REPAIR			
Wire:12-2 Strand Wire 12-2 Strand Wire	250	1.25	312.50
Miscellanous:Misc. Tree Fasteners, Wire Nuts, Etc	1	150.00	150.00
Labor:labor Install Re-wire All Lighting & Reset All Concrete Wells & Lights That Were Removed By City Workers During Swell Project at he SW Corner of the Property. Secure Lighting Wire Dangling From Trees w/ Tree Fasteners. Test System & Reset Upon Completion & Determine if Any Further Repairs Are Needed? *NOTE: This Wiring Phase of Work Will Have to be Performed Prior to Testing the Lighting System. Any Additional Unforeseen Damages to Include Fixtures Being Burned Out & Not Working Would be an Additional Cost to Replace & is Not Included in the Quote Above.	1	4,500.00	4,500.00

TOTAL **$4,962.50**

Accepted By

Accepted Date

*ALL PAYMENTS MADE WITH A CREDIT CARD OR DEBIT CARD WILL BE SUBJECT TO A NON CASH ADJUSTMENT FEE OF 3.5% TO THE TOTAL. ABOVE PRICE REFLECTS CASH PAYMENT. THANK YOU!

Expenses	Actual 2023	Proposed 2024(A)
Fireworks / Stage Production/Headline Performer		
Fireworks	$ 75,000	$ 80,750
Stage & Sound Contract	$ 18,000	$ 23,000
Headline Performer	$ 4,000	$ 5,000
Princess Openers	$ 1,650	$ 1,750
Stages/Journey Productions	$ 1,000	$ 1,000
Drones		$ 40,000
Total Stage Costs	$ 99,650	$ 151,500
Contracted Services:		
Lodging for 5 doubles x 2 nights (80x10)	$ -	$ 500
Electrician @ $80/hour (Fri = 10am – 3pm / Sat = 10am – 5pm)	$ 1,200	$ 1,200
Overnight Security		
LATS Shuttle Service 12noon – 11pm (riders = 522 x $.25)	$ -	$ -
LPS Bus Service	$ 310	$ 310
Clean up/Additional Paid Support	$ 1,730	$ 1,730
Total Contracted Technical Services	$ 3,240	$ 3,740
Additional Entertainment:		
Street Performers	$ 5,547	$ 1,000
Trophies for New Events	$ 335	$ 400
Bounce Houses	$ 2,500	$ 2,500
Princesses (expense moved to Hotel/Motel FF Expense 2023)		
Total Extra Entertainment Costs	$ 8,382	$ 3,900
Equipment / Supplies:		
Herc Rentals (Skid Steer) + Carts	$ 1,895	$ 1,900
ARA (Port-a-Potties / 2 grey water tanks)		
Tent and Portable AC Rental	$ 3,762	$ 3,800
Lawton Ice Company		
Herc – (Light Towers x 14 = $1,428) CenterPoint sponsor	$ 2,226	$ 2,250
Supplies ---	$ 500	$ 500
Food & Water (pallet of water from Lowe's / Bar-S donated & cooked hotdogs (Need to Purchase Buns)		
Supplies for SoapBox Invoices	$ 2,600	$ 2,000
Equipment and Supplies Total	$ 10,983	$ 10,450
Publicity / Marketing:		
TV / Radio / On-line thru KSWO / Print Advertising	$ 2,999	$ 3,000
COL Print Shop - Posters (A&H Div.)		
Printing/Postage – Invitations/Thank You Cards (A&H Div.)		
Publicity / Marketing Total	$ 2,999	$ 3,000
Banners / Misc.:		
OTC – sales tax for water booth		
Friends of the Library – lamination of signage		

Sign Dynamic (2-Sponsor Banners) – Shawn w/Coors will print 5 large sponsorship banners this year so will not purchase any.		
Light Up Toys Bulk Purchase		$ 400
Total Banners /Misc.	$ -	
Total Expenses	$ 125,254	$ 172,590
Starting Funds Freedom Festival 2022	Actual	
Totals: Hotel Motel	$ 100,000	$ 117,459
LETA Carryover	$ 12,000	$ 14,370
Drone Show Sponsor 1		$ 5,000
Drone Show Sponsor 2		$ 5,000
Sponsorship	$ 8,000	$ 10,000
Vendor Fees	$ 6,175	$ 7,500
Family Friendly Funds		$ 18,300
	$ 126,175	$ 177,629
Projected In-Kind Donations		
TV / Radio / On-line thru KSWO / Print Advertising		
Food & Water (pallet of water from Lowe's / Bar-S donated & cooked hotdogs		
Supplies from WM		
COL Print Shop - Posters (A&H Div.)		
Printing/Postage – Invitations/Thank You Cards (A&H Div.)		
Projected Additional Revenue		
Bounce House Wrist Band ($5x1000)	$ 5,400	$ 6,600
Zip Line (12 per hour x 13 hours x $10)	$ -	
VIP Package (ZIPLINEx4, Bounce Housex4)(Premium Seating)(Meal Vouchers/Meal Runners) (optional acknowledgement of sponsorship, Cooling Tent)=$1,000 (10 Packages)	$ -	
On-Site Donations	$ -	
Additional Sponsorships/Light Up Toy Sales	$ -	$ 1,200
	$ 5,400	$ 7,800
Total Freedom Festival Income	$ 131,575	$ 185,429
Remaining	$ 6,321	$ 12,839
Proposed Paid Community Support In-Kind Sponsors & Volu	Actual	
Volunteer organizations		
Mislte Toe Chaper		
Lawton Chapter 82		
Lawtoun Communtiy Theatre		
Young Professionals		
MacAurther Key Club		
Scouts	0	
Total Paid to Community Support Organizations	$ -	
Remaining/Carryover Funds	$ 6,321	

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 **March 1, 2024** for an event on the evening of **June 28th and 29th, 2024.**

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 **ARC Pyrotechnics, INC** (hereinafter referred to as the Display Operator - DO). Display Operator is an Oklahoma, for profit corporation. LLP and Client will be listed as Additionally Insured on all 3rd Party or subcontractor Insurances.

Client is a city in Oklahoma 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 and PyroMusical Fireworks Display, and Performers/DO's/SC/LLP desire to perform such Entertainment and PyroMusical Fireworks Display under the terms set forth in this Contract.

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

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

Set-Up of Display: 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 under this Contract.

Tear-Down of Display: The removal of all equipment utilized by the Display Operators in the performance of the PyroMusical Fireworks Display, and the search of the Fallout Area and removal therefrom of fireworks which failed to explode.

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.

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

I. <u>The Performance of Drone/Firework Display:</u>

a. Display Operator will perform an approximately 1 minute Fireworks Finale on June 28th as the Finale of a Drone show and an approximately 25 min. Pyromusical Fireworks Display on the date of June 29th, 2024.

b. Display shall take place at **Elmer Thomas Park** and shall commence at such time as 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.

II. <u>Display Operator's Responsibilities:</u> 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 certificates, procuring liability insurance coverage in the amount of Three Million Dollars ($3,000,000.00). The insurance certificates shall list **Client and LLP** as an additional named 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 under subparagraphs 2, 3, and 4 below. 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:

i. Set-Up of Drone/Fireworks Display.
ii. Operation of Drone/Fireworks Display.
iii. Tear-Down of Drone/Fireworks Display
iv. To obtain Drone/Fireworks Display Permit to conduct the Display.
v. 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.
vi. To design and produce Drone/Fireworks Display choreography.
vii. Clean-Up of Drone/Fireworks Display (Big Trash)

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.

III. DRONES:

a. **DRONE DISPLAY:**

N/A

b. **STAGE, SOUND, LIGHTS:**

$23,000 – 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:**

$80,750 – PyroMusical Fireworks Displays with Choreography for 2 consecutive nights. $75,000 for Saturday night 25 min PyroMusical and $5,750 for Friday night Finale added to City of Lawton's Drone show.

d. **ENTERTAINMENT:**

$5,000 - Performer or DJ

e. **TOTAL**

$108,750 - Total of Contract

IV. <u>Client's Responsibilities:</u> 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 Eight Thousand Seven Hundred Fifty Dollars ($108,750.00),** payable as follows:

i. Upon the full execution of this Contract, the sum of **Fifty Four Thousand Three Hundred and Seventy Five Dollars ($54,375.00)** will be paid as a deposit to secure booking or by **April 15th, 2024**

ii. **The remaining balance ($54,375.00) is to be paid on or before June 21st, 2024.**

b. **Client** agrees to provide following services

i. To provide security services for spectators attending Entertainment/Firework Display.
ii. Clean-Up of Drone/Fireworks Display area with the exception of Big Trash.
iii. To provide power or a generator for sound and lights for performance.
iv. Water and restrooms for laborers.

V. **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 30th, 2024**. 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 endorse 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.

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: 3/01/24 Printed name: Denise Castelli

Denise Castelli

CITY OF LAWTON
A Municipal Corporation

By: ______________________
STAN BOOKER, MAYOR

ATTEST:

____
DONNALYNN BLAZEK-SCHERLER
CITY CLERK

Approved as to form and legality this 28th day of March 2024.

____
TIM WILSON, CITY ATTORNEY

Limelight Productions
4316 Windsong Way
Oklahoma City, OK 73120 US

Invoice

BILL TO
City of Lawton_ 801 NW Ferris Ave Lawton, OK 73507

INVOICE #	DATE	TOTAL DUE	DUE DATE		ENCLOSED
268	03/11/2024	$54,375.00	04/15/2024		

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Deposit	Deposit for Service Contract for Event on June 28 and June 29, 2024.	1	54,375.00	54,375.00

SUBTOTAL	54,375.00
TAX	0.00
TOTAL	54,375.00
BALANCE DUE	**$54,375.00**

Limelight Productions
4316 Windsong Way
Oklahoma City, OK 73120 US

Invoice

BILL TO
City of Lawton_ 801 NW Ferris Ave Lawton, OK 73507

INVOICE #	DATE	TOTAL DUE	DUE DATE		ENCLOSED
269	03/11/2024	$54,375.00	06/29/2024		

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Event Service	Final payment on Service Contract for event on June 28 and June 29, 2024.	1	54,375.00	54,375.00

SUBTOTAL	54,375.00
TAX	0.00
TOTAL	54,375.00
BALANCE DUE	**$54,375.00**

This Agreement is made this the __14th__day of ______March_____ 2024, by and between Sky Elements, LLC, a Texas limited liability company, whose address is 3819 Rufe Snow Drive Ste 203, North Richland Hills, TX 76180, and hereinafter referred to as **"Sky Elements"** and _____City of Lawton, OK_________, hereinafter referred to as "Customer." Sky Elements is in the business of providing drone display services, and Customer desires to have Sky Elements provide drone display services at Customer's event(s). The parties therefore agree as follows:

DRONE DISPLAY(S): Sky Elements agrees to furnish to Customer with drone display services, hereinafter referred to as "Display(s)" The Display(s) will be conducted in accordance with the following specifications:

Display Date: ___June 28th________

Number of Drones in the Display: ___200____

Display Location: 501 NW Ferris Ave. Lawton, OK 73507

PAYMENT TERMS: Customer shall pay Sky Elements $____$40,000____ Customer shall submit a 50% deposit upon execution of this contract. The balance remaining for each display will be paid to Sky Elements the day prior to the display.

SHOW DESIGN WORKFLOW: The drone display(s) design process is as follows:

1. **Storyboard Process:** Sky Elements shall create a storyboard of Customer approved images. The storyboard contains rough sketches or images, or screen captures of all scenes and action notes, which describe the layout of the animations. Sky Elements shall send the storyboard to Customer for feedback and suggestions. Sky Elements will modify the storyboard in accordance with the Customer feedback. Images and order of shapes can be changed for no additional fee during the storyboard process.

2. **Show Programing and Animation:** After completion of the storyboard process, Sky Elements shall begin the drone show design and animation process in accordance with the storyboard. After the animation and editing process, Sky Elements shall compile each sequence and render a video to Customer. Adjustments to shapes and images will be completed in accordance with Customer's suggestions. Changes to order of animations or substitution of images not yet animated will result in a $5,000 reanimation fee.

3. **Final Delivery:** Sky Elements will perform the drone display(s) at Customer's Event.

SECURE AREA: Customer agrees to furnish sufficient space for Sky Elements to properly conduct each Display as determined by the FAA (hereinafter "Secure Area"). For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of Sky Elements or persons specifically designated in writing by Customer or the FAA.

AMENDMENT & ASSIGNMENT: This agreement may not be sold, assigned, amended, or transferred without the prior written consent of Sky Elements.

FORCE MAJEURE. If for any reason beyond its control including, but not limited to, strikes, labor disputes, accidents, government requisitions, acts of war, acts of God, epidemic, pandemic, governmental restrictions, or other similar events that would make the event impractical or impossible, the Parties agree Customer's sole remedy is to transfer the display date subject to Sky Element's availability. In no event will Sky Elements be liable for any damages, including, but not limited to consequential damages.

PERMITS AND APPROVALS: Sky Elements shall obtain all necessary Federal Aviation Administration (FAA) and Department of Defence (DOD) approvals and permits to enable Sky Elements to perform 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.

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. For Display(s) that include licensed music accompaniment, Customer 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).

INSURANCE: Sky Elements will maintain the following insurance coverages in connection with the Display(s) described in this contract.

Commercial General Liability: $1,000,000
Automobile Liability: $1,000,000
Umbrella: $10,000,000
Workers Compensation: $1,000,000
Aviation Liability: $5,000,000

Sky Elements also agrees to include Customer as additional insured under the terms of this coverage. Sky Elements will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.

CANCELLATION: Sky Elements shall determine what weather conditions, safety, or security concerns prohibit Sky Elements from proceeding with the Display(s); in the case of weather conditions, Sky Elements agrees to conduct the Display(s) on a mutually agreed upon rain/postponement date within 380 days from the original event date. Should Sky Elements be unable to perform the Display(s) at the Event due to safety concerns, security concerns, or in the case of cancellation by the customer, Sky Elements shall be entitled to 33% of the contract price for each of the workflow processes completed. For example, if Sky Elements has completed the Show Programming workflow, Sky Elements shall be entitled to 66% of the display price (33% for Storyboard, 33% for Show Programing and Animation). Final delivery is deemed to have occurred upon Sky Elements' arrival at the display location on the display date.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

[Signatures to follow on next page]

SKY ELEMENTS, LLC

BY: ______________________ Date: **3/14/2024**

Preston Ward, Manager / General Counsel

CUSTOMER

BY: City of Lawton Date: 3/26/24

CITY OF LAWTON
A Municipal Corporation

By: ______________________
STAN BOOKER, MAYOR

ATTEST: ______________________
DONNALYNN BLAZEK-SCHERLER
CITY CLERK

Approved as to form and legality this 28th day of March 2024.

____
TIM WILSON, CITY ATTORNEY

JOURNEY PRODUCTIONS, INC.
3701 SW 11th Street
Lawton, OK 73501
(580) 355-1293
pat@rentjp.com
www.rentjp.com

Event Rental Contract / Invoice

BILL TO

Lawton Enhancement Trust Authority
212 SW 9th Street
Lawton, OK 73501

EVENT RENTAL CONTRACT / INVOICE # 24-9
DATE 01-19-2024
TERMS Due on receipt

RENTAL DATE / TIME
04-11-24 CALL

RETURN DATE / TIME
04-12-24 CALL

DESCRIPTION	QTY	RATE	AMOUNT
LCD multimedia projector 2000 lumen	2	225.00	450.00
Projection screen - 8'	2	65.00	130.00
Presentation Computer	1	150.00	150.00
Computer splitter / connecting cable kit	1	25.00	25.00
Sound System with two speakers / tripod stands / speaker cables, one mixer / amp, electric cord, one microphone, stand, cable	1	250.00	250.00
Event technician operator fee on 04-12-24 from 5:00pm-9:00pm	1	195.00	195.00
Podium - Floor	1	40.00	40.00
Pipe and drape - 100' wide X 8' tall X black fabric	100	4.00	400.00
Office Processing Fee	1	89.00	89.00
Delivery / Setup / Pickup fee to the Lawton Farmer's Market	1	125.00	125.00

The client acknowledges having read and accepted the terms and conditions of the rental contract as stated on the reverse by signing.

BALANCE DUE **$1,854.00**

Print name
____

Signature
____

Date ____

Driver's license number and state ___________________________________

Eye Candy Award : $3,610.00

designs by lex
FULL EVENT COMPANY
CATERING•CAFE•RENTALS•PLANNING

From
Designs By Lex Full Event Company
7 SW D Ave
Lawton , OK 73501

To
Jason Poudrier

Invoice	254
Issued	April 4, 2024
Due Date	April 12, 2024

ITEM	QUANTITY	PRICE	TOTAL
Food Bar Grilled Salmon Smothered Chicken Rice Pilaf Zucchini & Squash Mac -n Cheese Garden Salad Roll Banana Pudding Cherry Cobbler Sweet Tea , Unsweetened Tea, Water	80	$25.00	**$2,000.00**
Setup/ Breakdown Setup Items & Breakdown	1	$350.00	**$350.00**
Bar Beer, Wine, Mixed Drinks	1	$500.00	**$500.00**
Bar Tender	1	$200.00	**$200.00**

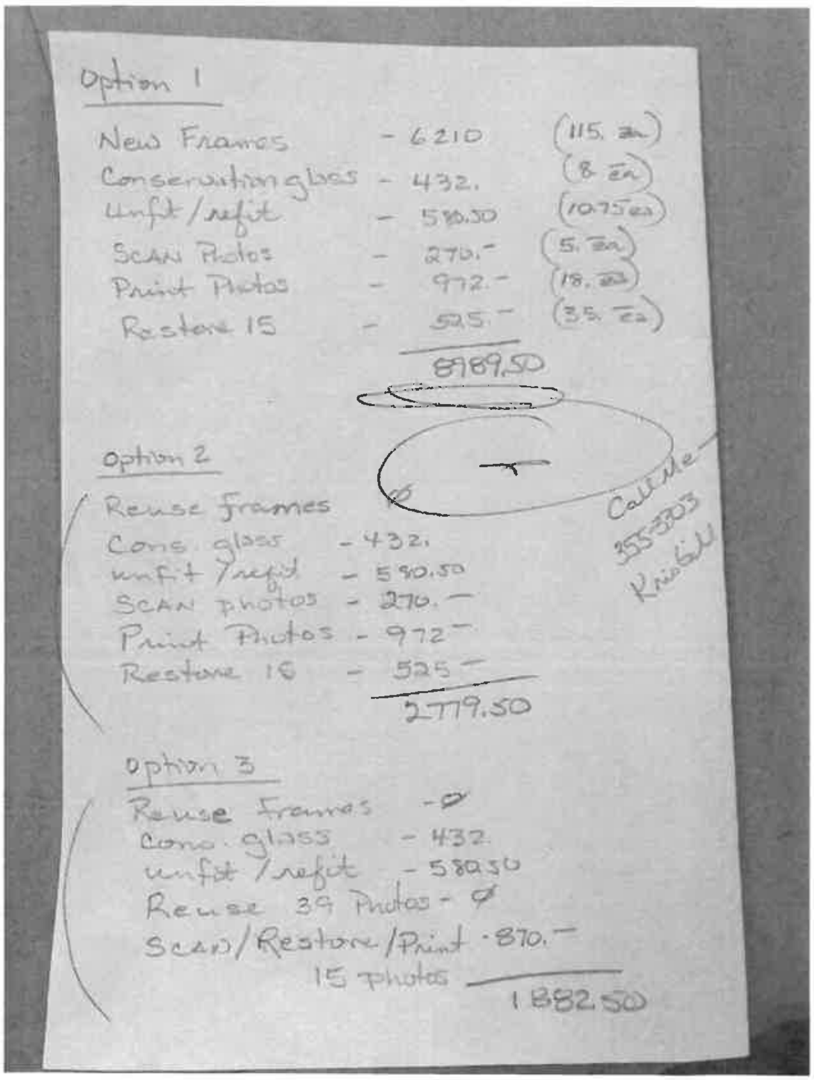
Rentals	1	$560.00	**$560.00**

Tables, Chairs, Linens,(White Tablecloth) , Napkins (Lavender Napkin)

Subtotal:	$3,610.00
Tax:	$0.00
Total:	**$3,610.00**

Payments can be made Via Online, Cashapp $DBLLLC, or Money Order.

☆ 15 frames
Conservation
Glass


Option 1

New Frames - 6210 (115. ea)
Conservation glass - 432. (8 ea)
Unfit/refit - 580.50 (10.75 ea)
SCAN Photos - 270.– (5. ea)
Print Photos - 972.– (18. ea)
Restore 15 - 525.– (35. ea)

8989.50

Option 2

Reuse frames ∅
Cons. glass - 432.
unfit/refit - 580.50
SCAN photos - 270.–
Print Photos - 972–
Restore 15 - 525–

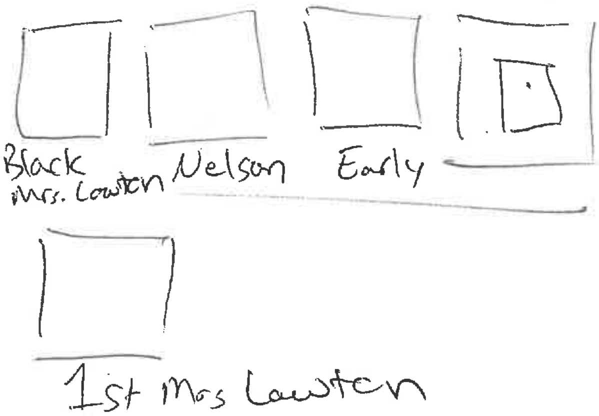
2779.50

Call Me
355-3303
Kris Gill

Option 3

Reuse Frames - ∅
Cons. glass - 432
unfit/refit - 580.50
Reuse 39 Photos - ∅
Scan/Restore/Print - 870.–
15 photos

1882.50



Kris Gill, CPF
415 S.W. 'C' Avenue • Lawton, OK 73501
(580) 355-3303
Email: krisanddavegill3303@gmail.com

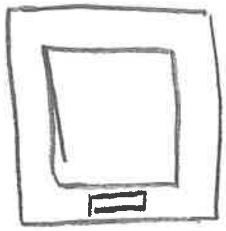
Gill's

Called ______ Date ______

Done
___FR
___Mat
___D. Mt.
___N.St.
___Lnr.
___Glass

Name: City of Lawton
Address:
City & Zip:
Telephone: ______ Email: ______
Date In: ______ Date Due: ______

Article: Miss Lawton Stored: ______



7½ x 9½
3 3
10½ 12½

1½

Mat
T-# Smoky Topaz $ 16.—
M-# $
B-# $
Glass - Reg NG PL $ 10.—
Needlework - Block / Stretch / Hand Sewn $
Mounting - Dry / Print Guard $
Spray / Museum / Mylar / Linen $
Moulding - # 240-7012
No. Ft. 6 C. Ft. 34.65 $ 207.90
Liner - #
No. Ft. C. Ft. $
Fillet - #
No. Ft. C. Ft. $

Fitting $ 10.75
includes assembly, backing
dust cover, hanger and bumpons
Shop Time – ______ hrs. $
***Other Charges** $
Painting $ 18.—
Plates $ 15.—
$
Photographic Charges $

Sub-Total $ 277.65
Tax $ ×15
AMOUNT DUE $ 4164.75

Order Taken By ______ ______ of ______ Tickets

Service Agreement

Between:

CW Strategies LLC
8989 S Hwy 64,
Muskogee, OK 74403
Clayton@Cwstrategies.net
(hereinafter referred to as "Service Provider")

And:
Lawton Enhancement Trust Authority
212 SW 9th Street
Lawton, OK 73501
Caitlin.gatlin@lawtonok.gov
(hereinafter referred to as "Client")

Effective Date: April 1, 2024

1. Services Provided:
CW Strategies LLC will deliver high-quality website hosting services for "Beautifullawton.com" at a nominal rate of $250 per year, renewable annually on January 1st, 2025, with a convenient automatic renewal provision, ensuring uninterrupted service.

Additionally, CW Strategies LLC will provide expert website and digital marketing consulting services at a competitive rate of $50 per hour, ensuring that Lawton Enhancement Trust Authority receives the best guidance and support for their online presence.

2. Payment:
CW Strategies LLC shall bill Lawton Enhancement Trust Authority quarterly for any hosting or consulting services rendered. Payment shall be due within 30 days following the issuance of the invoice.

3. Liability Limitation:
CW Strategies LLC's liability for any damages or losses incurred by the client shall be limited to [Specify Limitation], except in cases of willful misconduct or gross negligence.

4. Intellectual Property Rights:
All intellectual property created or developed during the provision of services shall be owned by CW Strategies LLC, unless otherwise agreed upon in writing by both parties.

5. Warranties:
CW Strategies LLC warrants that its services shall be performed in a professional and workmanlike manner. However, CW Strategies LLC makes no other warranties, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose.

6. Insurance:
CW Strategies LLC shall maintain adequate insurance coverage, including professional liability insurance, and shall provide evidence of insurance upon request by the client.

7. Indemnification:
Lawton Enhancement Trust Authority agrees to indemnify and hold CW Strategies LLC harmless from any claims or liabilities arising from Lawton Enhancement Trust Authority's use of the services or any breach of the agreement.

8. Dispute Resolution:
Any disputes arising under this agreement shall be resolved through mediation conducted by a mutually agreed-upon mediator. If mediation is unsuccessful, the parties agree to submit to binding arbitration in accordance with the rules of the American Arbitration Association.

9. Force Majeure:
Neither party shall be liable for any failure or delay in performance under this agreement due to circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, or government actions.

10. Termination for Cause:
Either party may terminate this agreement for cause in the event of a material breach by the other party, provided that written notice is given and the breaching party is given 21 days to cure the breach if possible.

11. Confidentiality:
Both parties agree to maintain the confidentiality of any proprietary or sensitive information exchanged during the course of this agreement.

12. Choice of Law and Forum Selection:
This agreement shall be governed by and construed in accordance with the laws of Oklahoma. Any disputes arising under this agreement shall be resolved exclusively in the Oklahoma District Court in Muskogee, Oklahoma.

<u>13. Entire Agreement:</u>
This agreement, including any attached exhibits, constitutes the entire understanding between CW Strategies LLC and Lawton Enhancement Trust Authority and supersedes all prior agreements, whether written or oral.

<u>14. Amendments:</u>
Any amendments or modifications to this agreement shall be in writing and signed by both parties.

<u>15. Signatures:</u>
In acknowledgment of the provisions outlined above, the parties hereto have executed this agreement with the intent to be legally bound.

CW Strategies LLC:

[Signature] ____________________
[Name] Clayton W. Fulton
[Title] Manager
[Date]. April 5,2024

Lawton Enhancement Trust Authority:

[Signature] ____________________
[Name]
[Title]
[Date]