

CHICKASHA MUNICIPAL AUTHORITY

AGENDA
LOCATION OF MEETING
CITY HALL COUNCIL CHAMBERS
117 NORTH FOURTH STREET
CHICKASHA, OKLAHOMA 73018

TIME OF MEETING
6:30 PM

DATE OF MEETING
OCTOBER 18, 2021

All items on this agenda, including but not limited to any agenda item concerning the adoption of any ordinance, resolution, contract, agreement, or any other item of business, are subject to amendment, including additions and/or deletions. This rule will apply to every individual agenda item without exception, and without providing this same amendment language with respect to each individual agenda item. Such amendments should be rationally related to the topic of the agenda item, or the governing body will be advised to continue the item.

The governing body may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the governing body may refer the matter to its City/Trust Manager, staff, attorney or to the recommending board, commission or committee.

1. **Call to Order / Roll Call.**
2. **Consent Docket:**
 - a. Acceptance of the Minutes of the October 4, 2021 Regular Meeting.
 - b. Acceptance of the Claims List.
 - c. Acceptance of the Financials for September 2021
3. **Discussion/Approval of Items Removed from Consent Docket:**
4. **Consideration and Discussion Items:**

- a. Discussion consideration and possible action to award Lake Chickasha Agricultural Leases to Kenneth Handke (Tract 1), Billy Pitman (Tract 2), and Brent Pitman (Tract 3) for calendar year 2022 along with appropriate renewal options.
- b. Discussion and consideration regarding a possible long term lease agreement between the Chickasha Municipal Authority and the Chickasha Community Foundation for the possible construction of a public park. (Any possible action will be taken at a later meeting).

5. Motion for Adjournment.



City of
CHICKASHA

Meeting Type: CMA Agenda 10-18-2021

Meeting Date: 10/18/2021

Department: City Clerk

Agenda Item No. 2.a.

AGENDA ITEM: Acceptance of the Minutes of the October 4, 2021 Regular Meeting.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept the Minutes of the October 4, 2021 Regular Meeting.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:

Susan M. McDaniel, City Clerk

Meeting Date:

October 18, 2021

Fund	Account	Amount
(To)		
FUND	ACCOUNT	AMOUNT
(From)		

V. ATTACHMENTS:

1. CMA 10-4-2021

October 4, 2021

The **REGULAR** meeting of the **CHICKASHA MUNICIPAL AUTHORITY** was held in the Council Chambers in City Hall on the 4th day of October 2021, as specified by advance public notice with a properly prepared agenda stating the subject matter or matters to be discussed at said meeting. Chairman Mosley called the meeting to order at 7:22 p.m.

ITEM 1. **Call to Order / Roll Call**

CHAIRMAN AND TRUSTEES

PRESENT: Chris Mosley, Chairman
David Sikes
Kelly Boyd
Brian Gerdes
Georgianne Hebblethwaite
Oscar Nelson
Clark VanDyck
R. P. Ashanti-Alexander

ABSENT: Zachary Grayson, Vice-Chairman

STAFF

PRESENT: Amanda Mullins, City Attorney
Susan M. McDaniel, City Clerk
K. D. Rowell, Police Chief
Cindy Rogers, Finance Director
Tony Samaniego, Fire Chief
Lillie Huckaby, Library Director
Darren Martin,
Shae Mortimer, Marketing & Civic Engagement Manager
Rachel Bernish, Community Development Director

ITEM 2. **Consent Docket: ITEM 2a – ITEM 2b**

ITEM 2a. **Acceptance of the Minutes of the September 20, 2021Regular Meeting.**

ITEM 2b. **Acceptance of Claims List.**

*Motion by Trustee Nelson, second by Trustee Gerdes to approve Consent Docket: ITEM 2a – ITEM 2b.

7:22 P.M.

Roll call vote:

Ayes:” Boyd, Sikes, Hebblethwaite, Gerdes, VanDyck, Nelson, Ashanti-Alexander and Mosley.

“Nays:” None

“Abstain:” None

Motion carried. 8-0

ITEM 3. **Discussion / Approval of Items Removed from Consent Docket:**

No action taken on Item 3.

ITEM 4. **Discussion and Consideration Items:**

ITEM 4a. **Discussion, consideration, and possible action to approve the 3rd payment to W.E.B. Construction for CMA-2101 Grand Development Phase 1 in the amount of \$165,842.00.**

*Motion by Council Member Boyd and second by Council Member Gerdes to approve the 3rd payment to WEB Construction Inc., in the amount of \$165,842.00 for Bid CMA-2101 – Grand Development Phase 1.

Roll call vote:

Ayes:” Hebblethwaite, Sikes, Nelson, Gerdes, Ashanti-Alexander, Boyd, VanDyck and Mosley.

“Nays:” None

“Abstain:” None

Motion carried. 8-0

ITEM 5. **Motion to Adjourn.**

*Motion by Trustee Ashanti-Alexander, second by Trustee Hebblethwaite to adjourn.

Meeting adjourned.

TIME: 7:24 P.M.

Approved this 18th day of October 2021.

Chris Mosley, Chairman

ATTEST:

Susan M. McDaniel, City Clerk

(SEAL)



City of
CHICKASHA

Meeting Type: CMA Agenda 10-18-2021

Meeting Date: 10/18/2021

Department: Finance

Agenda Item No. 2.b.

AGENDA ITEM: Acceptance of the Claims List.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept Claims List.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:

Cindy Rogers, Finance Director

Meeting Date:

October 18, 2021

Fund	Account	Amount
(To)		
FUND	ACCOUNT	AMOUNT
(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: CMA Agenda 10-18-2021

Meeting Date: 10/18/2021

Department: Finance

Agenda Item No. 2.c.

AGENDA ITEM: Acceptance of the Financials for September 2021

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept Financials of September 2021.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Cindy Rogers, Finance Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: October 18, 2021	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: CMA Agenda 10-18-2021

Meeting Date: 10/18/2021

Department: Parks and Rec

Agenda Item No. 4.a.

AGENDA ITEM: Discussion consideration and possible action to award Lake Chickasha Agricultural Leases to Kenneth Handke (Tract 1), Billy Pitman (Tract 2), and Brent Pitman (Tract 3) for calendar year 2022 along with appropriate renewal options.

I. BACKGROUND/DESCRIPTION:

Staff solicited bids for the three (3) agricultural tracts located at Lake Chickasha. Bids were received on all three (3) tracts. Staff has reviewed the bids and is recommending that the high bid (see attached bid tabulation sheet) for each tract be accepted.

The new lease will be for calendar year 2022 with option al renewals for four (4) additional years. The lease will not be renewed past December 31, 2026

II. RECOMMENDED ACTION:

Staff recommends that we award Chickasha Agricultural Leases to Kenneth Handke (Tract 1), Billy Pitman (Tract 2), and Brent Pitman (Tract 3) for calendar year 2022 along with appropriate renewal options.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Kyle Marks, Park s & Rec Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: October 18, 2021	(From)		

V. ATTACHMENTS:

1. CMA-2106 bid tabultaion sheet

BID OPENING
CITY OF CHICKASHA
CMA-2106
LAKE CHICKASHA AG LEASE
CHICKASHA, OKLAHOMA
OCTOBER 8, 2021
AS-READ BID TABULATION

DATE/TIME OF BID OPENING

10/8/2021

10:37 AM

NAME:	TRACT ONE (1)	TRACT TWO (2)	TRACT THREE (3)
Billy Pitman	No Bid	<u>\$28,210.00/ year</u>	No Bid
Brent Pitman	No Bid	No Bid	<u>\$28,500.00/year</u>
Kenneth Handke	<u>\$4,120.00/year</u>	No Bid	No Bid
Phillip Willis	\$1,010.00/year	\$10,300.00/year	\$8,750.00/year



City of
CHICKASHA

Meeting Type: CMA Agenda 10-18-2021

Meeting Date: 10/18/2021

Department: Administration

Agenda Item No. 4.b.

AGENDA ITEM: Discussion and consideration regarding a possible long term lease agreement between the Chickasha Municipal Authority and the Chickasha Community Foundation for the possible construction of a public park. (Any possible action will be taken at a later meeting).

I. BACKGROUND/DESCRIPTION:

Presentation regarding the proposal will be presented at CMA Meeting.

II. RECOMMENDED ACTION:

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:

Fund	Account	Amount
(To)		
FUND	ACCOUNT	AMOUNT
(From)		

Meeting Date:
October 18, 2021

V. ATTACHMENTS:

1. Depot Park - Chickasha Community Foundation Lease Agreement - Draft
2. 20211015081532038
3. 20211015084855559

LEASE AGREEMENT

This Lease Agreement is entered into this _____ day of _____, 2021, by and between The Chickasha Municipal Authority, a Public Trust Authority (hereinafter called the "Landlord"), and Chickasha Community Foundation, a public 501 (c)(3) organization (hereinafter called the "Tenant").

1. **The Property.** For and in consideration of the prompt payment of the rent by Tenant as hereinafter provided and the performance by the Tenant of the covenants hereinafter set forth, Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord the following described real property in Grady County, Oklahoma:

SURFACE RIGHTS ONLY in and

INSERT LEGAL DESCRIPTION

City of Chickasha Grady County, Oklahoma (the "Leased Premises")

2. **Term.** The term of this Lease shall be for fifteen (15) years and shall commence on the _____ day of _____, 2021, and shall end on the _____ day of _____, 20____ unless sooner terminated by Landlord or Tenant pursuant to the terms of this Agreement or by mutual agreement of Landlord and Tenant.

3. **Rent.** The rent for the property shall be Ten Dollars (\$10.00) per year payable on the date of this Agreement, and each year thereafter on the anniversary date of this lease during the term of this lease.

4. **Use of Premises.** Tenant's right to use and occupy the Leased Premises shall be only for the following described purposes:

- (a). To use the premises for a recreational park for the benefit of the citizens of Chickasha.

5. Tenants Required Improvements. Landlord and Tenant agree that a substantial portion of the consideration to be given by Tenant to Landlord for this lease agreement is the Tenant's required improvements to be made to the leased premises and the completion of the following required improvements by the Tenant shall be a material condition to the lease of the property from Landlord to Tenant. **The Tenant agrees that within three (3) years of the date of this lease agreement the Tenant, at its sole expense, shall begin construction on the Chickasha Park Master Plan attached as Exhibit ____ and incorporated by reference. The Tenant agrees that within (5) years of the date of this lease agreement the Tenant will complete all projects set forth in Exhibit _____. Tenant agrees that any material modification of Exhibit ____ shall be submitted to Landlord with detailed plans, specifications, and drawings in advance to making such change. Tenant agrees that any material modification of Exhibit ____ will require the affirmative consent of Landlord. Tenant further agrees that prior to the construction or erection of any sculpture, statement piece, or other form of art, Tenant will provide Landlord detailed plans, which will require the affirmative consent of Landlord.**

The Landlord and Tenant further agree that at the completion of any improvements, alterations and repairs, Tenant shall submit to the Landlord a list of those alterations, repairs and improvements.

The Landlord and Tenant agree and understand that the Tenant shall be able to make any repairs Tenant deems necessary to comply with the provisions of this paragraph.

Landlord and Tenant further agree that these improvements, alterations and repairs are considered by both parties to be part of a substantial consideration being received by the Landlord for the lease of the premises to the Tenant. The parties agree that if at the end of three (3) years from the

date of this lease agreement, if the Tenant has not completed the improvements, alterations and repairs to the leased premises and certified the completion of the same to the Landlord, the Landlord may at its option terminate this lease and take possession of the leased premises and this lease agreement shall be considered null and void and all parties released from any further obligations under this lease agreement.

All said improvements, construction, repairs and alterations shall be made in a good and workman like manner, using and incorporating new materials

Additionally, all said improvements, construction, repairs and alterations shall be made in conformance with any and all City, State and Federal rules, regulations and building codes, including compliance with the Americans with Disabilities Act. All of the improvements, construction, repairs and alterations set out within this paragraph shall be done at the sole expense of the Tenant and the Landlord will not be responsible for any direct or indirect costs which occur as a result of these improvements, repairs or alterations.

Pursuant to Oklahoma Statutes Title 61 § 1, Tenant agrees that prior to any improvement, construction, repair and/or alteration on the leased premises, Tenant will require a statutory bond to ensure the payment of all indebtedness a contractor incurs for the contractor's subcontractors and all supplies of labor, material, rental of machinery or equipment, and repairs of and parts for equipment the contract requires the contractor to furnish.

Tenant agrees that prior to any improvement, construction, repair and/or alteration on the leased premises, Tenant will obtain any necessary permit(s), comply with City inspections and pay any standard permit fees applicable to construction in the City, if any.

c. Discharge of Liens.

A *Specific Covenant.* Tenant will not create or permit to be created or asserted or to remain any lien, encumbrance or charge (levied on account of any Tax or any mechanic's, laborer's or materialman's lien) against the Land, the Leased Premises or any part thereof. Any Tax may, however, after the same becomes or is asserted to be a lien on the Land or any part thereof, be paid or contested in accordance with Section 13 © hereof, and any asserted mechanic's, laborer's or materialman's lien may be discharged in accordance with Section 13 (b) hereof.

b. *Discharge of Liens.* If any mechanic's, laborer's or materialman's lien shall at any time be filed against the Land or any part thereof, the Buildings or the Leased Premises, Tenant will cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Tenant shall fail to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings. Any amount so paid by Landlord and all costs and expenses incurred by Landlord in connection therewith, together with interest thereon at the rate of twelve percent (12.00%) per annum from the respective dates of Landlord's making of the payment or incurring of the cost and expense shall constitute Additional Rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord on demand.

c. *Contesting Liens.* Notwithstanding the foregoing, Tenant shall not be required to pay or discharge any such mechanic's lien so long as Tenant shall in good faith proceed to contest

the same by appropriate Legal Proceedings; provided, however, that Tenant shall give written notice to Landlord of Tenant's intention to contest the validity of such lien. If such lien shall be reduced to judgment or such process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed and such stay thereafter expires, then in that event Tenant shall pay and discharge said judgment forthwith and failing this Landlord (in addition to the remedies otherwise provided herein) shall have the remedies provided in preceding Section 13 (b) hereof.

7. Maintenance and Operating Costs. Landlord and Tenant agree that once construction is commenced that Tenant is to be responsible for all expenditures on the leased premises during the lease term and the Landlord shall have no responsibility for payment of any expenditures relating to the leased premises during the lease term. Tenant will not commit or allow any waste or damage to be committed on any portion of the Leased Premises.

8. Taxes. Tenant during the lease term shall be responsible for payment of any and all
- a. Real and personal property, ad valorem taxes or other tax levied in lieu of real property taxes, if any
 - b. Municipal taxes, assessments or similar charges, if any, and
 - c. All other taxes, assessments or governmental charges levied or assessed against the building, the land, or any other improvements, fixtures or personal property located upon the leased premises, if any.

9. Insurance. Tenant at Tenant's sole expense shall maintain the following policies of insurance, insuring the Tenant and the leased premises and naming the Landlord as an additional party insured for the following insurance coverages:

- a. A general liability insurance at Tenant's sole expense in an amount not less than the amounts of the maximum liability imposed upon political subdivisions under the Governmental Tort Claims Act, 51 O.S. §151 *et seq.* Landlord shall be named as an additional insured on said policy; and
- b. Tenant shall at its sole expense provide workman's compensation insurance covering all persons employed by Tenant in connection with Tenants operations and occupation of the leased premises under this lease agreement and any amounts required by law.

Tenant will furnish to Landlord at the commencement date of the lease a certificate of insurance coverage satisfactory to Landlord confirming the maintenance of such insurance policy set forth within this paragraph. The certificate of insurance provided will contain a statement requiring the insurance carrier to provide the Landlord ten (10) days written notice prior to cancelation of coverage. Statements such as "will endeavor" and "but failure to notify owner shall impose no obligation or liability of any kind upon the company" shall not be allowed. The Tenant shall further furnish Landlord renewal certificates or copies of renewal policies on or before the expiration date of any policy set out within this paragraph with said coverages to be in full force and effect during the entire lease term covered by this lease agreement. All insurance required herein shall be issued by insurance companies licensed to do business in the State of Oklahoma.

10. Hazardous Materials. Tenant shall not cause or permit any Hazardous Materials to be brought upon, kept or used in or about the building or the leased premises by the Tenant, its agents, employees, contractors or invitees.

11. Condition of the Property. Tenant shall have the right to thoroughly inspect the Leased Premises with its maintenance crew or independent inspector before the signing of the Lease. At the time of the signing, Tenant will have inspected and know the condition of the Leased Premises and shall accept the property in its “As Is” condition on the commencement of the term of this Lease.

12. No Warranties. Landlord has made no representations or warranties, express or implied, regarding the condition of the Property or any part thereof including without limitation the structural soundness of any structures or existing improvements, or the fitness of any structure for any particular use or occupancy. Landlord further hereby specifically disclaims any representations and/or warranties, both express and implied in law, with respect to the condition, habitability, or suitability of any structures, or any part thereof, for the use and purposes permitted hereunder or any other purpose, and Landlord does not represent or warrant that the structures or any part thereof comply with any laws, ordinances or regulations relating to the uses and occupancy thereof.

13. Indemnification of Landlord. Tenant will indemnify, defend and hold harmless Landlord from any and all claims, demands, causes of action, or damages that result from Tenant’s use of the premises or from any Tenant activities conducted thereon.

14. Damage to or Destruction of Property. If the leased premises should be damaged or destroyed by fire or by the elements, or other causes so as to render the property unfit for use, this lease may be terminated at the option of either Landlord or Tenant. In the event of a partial damage not rendering the property unfit for use, Landlord shall have the sole and exclusive decision whether to terminate the lease or to repair, replace and restore the property to its former condition. Should

Landlord or Tenant decide not to repair the property this lease shall terminate and both parties shall be released from any further rights, duties or obligations under the Lease.

15. Inspection. Landlord shall have the right upon reasonable notice, but not less than one (1) days notice and at reasonable hours to enter the leased premises for inspection to determine compliance with this lease agreement.

16. Surrender of Property. At the expiration of the Lease term, Tenant shall quit and surrender the leased premises hereby demised in as good a state and condition as it was at the commencement of the Lease, reasonable use and wear thereof and damage by the elements excepted. All improvements, repairs or alterations which Tenant has made to the lease premises under provisions of paragraph 5 or maintenance under paragraph 6 of this lease agreement shall become the property and be owned by the Landlord and the Tenant shall not remove any such improvements, alterations or repairs at the time of the expiration or termination of this lease.

17. Default. If any default is made in the payment of rent, or if any default is made in the performance of or compliance with any other term or condition of this Lease, the Lease shall terminate and be forfeited, and Landlord may re-enter the property and take possession of the leased premises and lease shall be null and void and both parties released therefrom. Tenant shall be given a written notice of any default or breach, and termination and forfeiture of the Lease shall not result if within ten (10) days Tenant has corrected the default or breach or has taken some action reasonably likely to effect such correction within a reasonable time.

18. Abandonment. If at any time during the term of this Lease Tenant abandons the property, or any part thereof, Landlord may, at Landlord's option, enter the property, and this lease

shall be terminated between the parties. For the purposes of this paragraph, the property shall be deemed abandoned if the Tenant vacates the premises or fails to use the leased premises for the purposes set forth in paragraph 4 of this Lease Agreement for any period of time in excess of sixty (60) consecutive days.

19. Assignment and Sub-letting. Tenant shall not assign this Lease nor sub-lease the Property without the prior written consent of the Landlord.

20. Compliance With Ordinances and Regulations. Tenant agrees and understands that the leased premises lies within the corporate limits of the City of Chickasha and Tenant agrees to comply with all ordinances of the City of Chickasha as well as all state and federal laws and regulations.

21. Captions. The captions, headings and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof.

22. Notices. Each notice, demand, request or other communication required or permitted hereunder shall be in writing and shall be deemed delivered if delivered in person, if mailed by United States Certified Mail, Return Receipt Requested, postage prepaid, or private contract carrier against signed delivery receipt, on the date evidenced by the signed receipt or the date upon which the postal service or carrier service certifies that delivery has been refused by the addressee or is otherwise deemed impossible, addressed to the party to be notified at the address stated below:

if to the Tenant:

Chickasha Community Foundation
[INSERT ADDRESS]

if to the Landlord:

Chickasha Municipal Authority
Attn: Trust Manager
117 North 4th Street
Chickasha, OK 73018

23. Governing Law and Venue. This Agreement is being executed and delivered in the State of Oklahoma, and the laws of Oklahoma shall govern the validity, construction, enforcement and interpretation hereof, and the obligations, liabilities, rights, remedies, powers and privileges of the parties hereto. The venue of any legal action concerning this Lease Agreement shall be the District Court of Grady County, Oklahoma.

24. Time of the Essence. It is expressly agreed by the parties hereto that time is of the essence with respect to this Lease and all terms and provisions herein.

25. Entire Agreement. This Lease constitutes the entire agreement between the parties and may not be modified or amended except by written instrument executed by both parties.

26. Binding Effect. This Lease shall be binding on the parties hereto and their respective heirs, representatives, successors and assigns.

27. Attorney Fees. In the event that either the Landlord or the Tenant is required to resort to legal proceedings or to incur expenses of any kind or nature in the enforcement of their rights hereunder, then in such event, the successful party shall have the right and the losing party shall be liable in damages for all reasonable attorney fees and expenses incurred by the successful party in the enforcement of any of their respective rights hereunder.

28. Joint Preparation. This Lease Agreement is to be deemed to have been prepared jointly by the parties hereto after arms-length negotiations, and any uncertainty or ambiguity existing herein shall not be construed against any party on the ground that one party or the other drafted some or all of this Lease Agreement or any related document.

29. Effective Date. This Lease shall be effective from and after the _____ day of _____, 2021.

Executed the date and year first written herein above.

LANDLORD:

CHICKASHA MUNICIPAL AUTHORITY

By: _____
Chris Mosley, Chairman

ATTEST:

City Clerk

TENANT:

CHICKASHA COMMUNITY FOUNDATION

By: _____

ATTEST:

Secretary
(Seal)

STATE OF OKLAHOMA, COUNTY OF GRADY

Before me the undersigned, a Notary Public in and for said County and State, on this ____ day of _____, 2021, personally appeared Chris Mosley, Chairman, Chickasha Municipal Authority, and _____, Chickasha Community Foundation to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires:

Notary Public

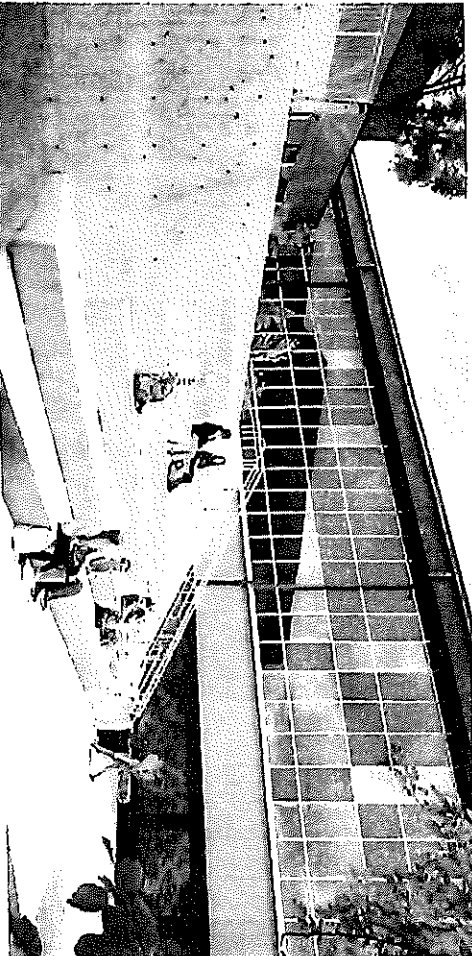
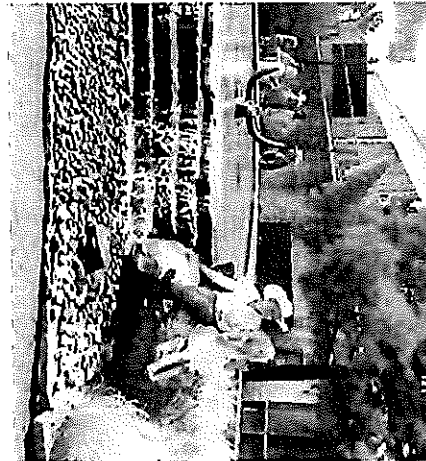
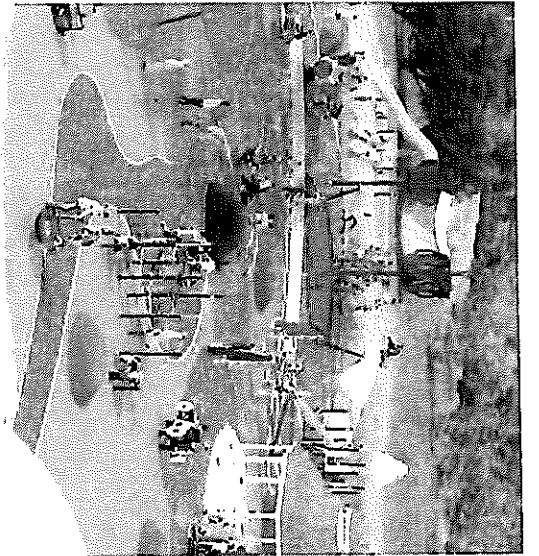
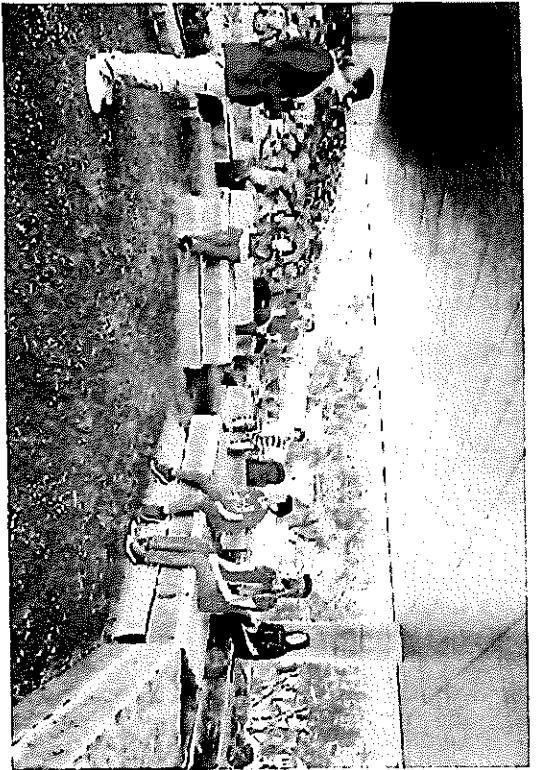
Subject: Information about the new Downtown Park
Date: Friday, Mehr 23, 1400 AP at 7:57:53 AM Central Daylight Time
From: Jim Cowan
To: Jim Cowan
Attachments: image001.jpg

1. The Downtown Park Steering committee is made up of representative of the EDC, Chamber, USAO and other members of the community. We are working closely with the Chickasha Community Foundation.
2. Our Goal is to raise the necessary funds to build a Downtown Park without any tax dollars from the City nor any maintenance dollars from the Parks Department once it's open. Budget would be between 7-10 Million dollars and would be funded with private donations as well as potential federal(ARPA) grant money as well as other non-profits and foundations. It would be built in 3 phases as the money is raised. If approved, we would start immediately with the goal of having Phase 1 complete for the Holiday season of 2022.
3. Park could have, **but is NOT limited to** the following amenities: Amphitheatre, walking/running trails, area for a farmers market, children's play area, USAO Art Plaza, Legends trail paying tribute to notable individuals with ties to Chickasha, surface parking lot, open areas to potentially host FOL events/attractions, free WiFi, public restrooms, and Police command post for special events.
4. USAO Arts Plaza would initially host a 40 foot Leg Lamp structure. This will be built locally by Midwest Cooling Towers. We have confirmed with them that the Pole that would support the Leg Lamp would have the structural integrity to also support other displays besides the Leg Lamp. What the other displays would be needs to be determined.
5. Federal Funding is available through the American Rescue Plan Act (ARPA) and the grant that we would be specifically applying for is the "Travel, Tourism, and Outdoor Recreation" and we are choosing to submit federally rather than on a state level for the "Competitive Tourism Grant." This grant could fund up to \$3 Million of our budget but requires the following: "Projects that are focused on new and expanded infrastructure, projects with a multi-state or national focus." This grant is larger than what would be available on the state level because it is looking for construction that supports "**Country-wide or multi-state travel, tourism and outdoor recreation.**" The Chickasha Leg Lamp is a crucial part of winning this grant because of its proven international success and was highlighted on the state level when it won two Redbud Awards this year from the Oklahoma Travel Industry Association.
6. What we want to create is a unique Park that is a true Place-making venue unlike anything Chickasha has currently. We have studied the success of both Scissortail Park in OKC and The Gathering Place in Tulsa and want to create space in our Downtown with similar features, yet sized for the land we have. It should be inclusive and inviting to all.
7. If approved, there is substantial planning that will be necessary to ensure success. Besides our initial ideas, we will be seeking public input on what they would like to see in this area and would hold "town hall" type meeting for citizen feedback as well as an online survey. This space needs to be something ALL of Chickasha can enjoy. As one committee member pointed out, it is truly a bridge between the East side and North side of Chickasha that intersects in Downtown. Although the Park Steering Committee has started the process to make the Park a reality, the idea of a Downtown Park has been endorsed by multiple leadership Chickasha classes, the 2006 Downtown Plan, the 2019 OU Placemaking Study and also by City Council in 2019. The idea of a Downtown Park seems to have a consensus of the Chickasha community, the concern has always been over how to fund it.

8. There are numerous examples of how a Downtown Park can stimulate Economic Development bringing new businesses and new jobs to a community. If approved, this will be an example of Private investment stimulating even more private investment which will all lead to much needed increase in sales tax revenue for the City of Chickasha. In fact, during the 2020 Holiday season, Chickasha saw its first "Spike" in sales tax revenue during the Festival of Light. Previous years have shown small bumps in those revenues, but last year \$100,000 in additional sales tax revenue was collected with the only noticeable difference being the inflatable 40 foot leg lamp in Downtown drawing new visitors and extended stays by regular Festival of Light patrons.
9. As you consider this idea of declare a surplus for land for the USAO Arts Plaza and a long term lease for the rest of the land for a Downtown Park, please know that we realize that there could be different opinions on what should be or shouldn't be in the park. When the original MAPS passed in OKC in 1993, it had 9 projects and it was a Yes or No vote. It barely passes and if the projects would have been voted on individually the experts believed that none of them would have passed. There may be some components in this Park plan that you like or don't like, but the goal was is to try to have something for everyone.
10. If the Council approves this, our goal is to create something more than a Park. We want an incredible place that makes people ask: "Is this really in Chickasha" and also gives them a glimpse of where we are going in the future. A Community that is inclusive for all people while we pay tribute to the past that laid the foundation for this incredible progress. We envision a river of revitalization for Downtown similar to what has happened in Downtown OKC. The Economic revitalization will start in Downtown, but then flow all throughout Chickasha.

Jim Cowan
Economic Development Director
Cell (405) 210-4713





CHICKASHA DOWNTOWN PARK

STATEMENT OF QUALIFICATIONS FOR PLANNING AND
DESIGN SERVICES



ARCHITECTURE

OKLAHOMA CITY, OK
3817 Northwest Expressway, Suite 840
Oklahoma City, OK 73112
(405) 722-7270

ABOUT LWPB

ARCHITECTURAL SPECIALIZATION

LWPB Architecture is a leading provider of architectural and interior design services for Community, Education, and Federal clients. A national leader in BIM technology and sustainable design, we have 40 employees divided between our offices in Oklahoma City and Norman. This allows us to have a strong local presence, providing services uniquely tailored for our clients. Our rich history of design gives us a wealth of experience and knowledge to draw from as we serve you, bringing the best solutions for your unique project needs.

PRINCIPAL OFFICERS

Oklahoma City, OK
 Dan Pratt, AIA Principal
 Jeff Wiegner, AIA Principal
 Dennis Ward, AIA Principal
 Rick Siler, AIA Principal
 Craig Foster, AIA Principal
 James Howard, AIA Principal
 Christian Buland, AIA Principal

SERVICES

PRE-DESIGN Feasibility Studies
ARCHITECTURE Building Evaluation
INTERIOR Space Planning
PRELIMINARY Master Planning
ARCHITECTURE Building Design
INTERIOR Interior Design
PRELIMINARY Facility Renovation
ARCHITECTURE Renovation
INTERIOR Furniture Spec.
PRELIMINARY Basic Planning
ARCHITECTURE Rendering
INTERIOR Carpentry, Signage, Art

LOCATIONS

OKLAHOMA CITY, OK 2817 Northwest Expressway, Suite 840
 Oklahoma City, OK 73112 (405) 722-7270

NORMAN, OK 123 E. Main Street, Suite 100
 Norman, OK 73069 (405) 722-7270

LWPB PERSONNEL RESOURCES

Licensed Architects
 Design Professionals
 Registered Interior Designers
 Construction Administration
 Professional Engineers
 Architects

PAST EXPERIENCE WITH CMS WILLLOWROCK:

- \$275 Million in construction

FOUR FACTS:

Our first project with CMS Willowbrook was for Chickasha Public Schools - 1981 Bond Issue.

OUR PEOPLE



THE NEW CHICKASHA DOWNTOWN PARK

FUNDING POTENTIAL BUDGET \$6-\$10 MILLION

1. Private Donations from people that believe in the future of Chickasha
2. Federal Funding (Travel, Tourism & Outdoor Recreation Program)
3. Chickasaw Nation
4. State Grants
5. Non- Profits & Foundations connected to the Arts
6. Healthy living organizations like TSET & AARP
7. Other sources as identified



Travel, Tourism, and Outdoor Recreation— ARP

The program will help communities and regions devise and implement sustainable economic recovery strategies through a variety of non-construction and construction projects to respond to damage to the travel, tourism, and outdoor recreation sectors from the coronavirus pandemic and to promote the economic resilience of regions dependent on those industries.

Agency: EDA

Due Date:

State Tourism Grants: submission details in application letter

Competitive Tourism Grant: rolling basis with recommended due date of January 31, 2022

Total Funding:

State Tourism Grants:

\$510 million

Competitive Tourism Grants: \$240 million

Award Size:

State Tourism Grants: formula

Competitive Tourism Grants: formula up to \$10 million

Project Period:

Non-construction: 12-24 months

Construction: 12-48 months

Estimated Number of Awards:

State Tourism Grants: 59

Competitive Tourism Grants: 150

Matching Required: Yes, for Competitive Tourism Grants

Rating (1 = easy, 5 = hard): 5

[Click Here for Program Website](#)

Eligible Use of Funds:

• State Tourism Grants:

- projects that would support the economic recovery of the travel, tourism, and outdoor recreation sectors
- State, county, city, or community/regional tourism marketing and promotion campaigns
- Workforce training that supports the travel, tourism, and outdoor recreation industries
- Short-term and long-term economic development planning and coordination
- Technical assistance projects to assist regional economies to recover from damage to the travel, tourism, and outdoor recreation industries
- Upgrades/retrofits to existing travel, tourism, and outdoor recreation infrastructure
- Infrastructure projects that lead to long-term increases in tourist activity in a region

• Competitive Tourism Grants:

- Projects that are focused on new and expanded infrastructure, projects with a multi-state or national focus, and projects in regions most adversely affected by damage to the travel, tourism, and outdoor recreation sectors
- The development of travel, tourism, and outdoor recreation pandemic recovery

Travel, Tourism, and Outdoor Recreation— ARP (continued)

strategies and the implementation of recovery projects, including in communities adjacent to National Park Service units, State Parks, National Marine Sanctuaries, and other natural destinations

- Construction:
 - Water and stormwater/wastewater construction
 - Pier construction
 - • New outdoor recreation and trail infrastructure
 - Nature-based infrastructure
 - • Cultural, arts, and tourism facilities
 - Workforce training facilities and capacity building programs ?
 - Accessibility Enhancements
 - • Country-wide or multi-state travel, tourism, or outdoor recreation

Applicant Eligibility:

- State Tourism Grants:
 - Governor's Office, or equivalent, of a State, who may designate an eligible applicant type described below to apply for and administer the award. EDA will send these applicants a formal invitation to apply
- Competitive Tourism Grants:
 - District Organization
 - Indian Tribe or a consortium of Indian Tribes
 - State, county, city, or other political subdivision of a State, including a special purpose unit of a State, or local government engaged in economic or infrastructure development activities, or a consortium of political subdivisions
 - Institution of higher education or a consortium of institutions of higher education
 - Public or private non-profit organization or association acting in cooperation with officials of a political subdivision of a State

Notes:

Projects must be consistent with the region's current Comprehensive Economic Development Strategy (CEDS) or an equivalent EDA-accepted regional economic development strategy meeting EDA's CEDS or strategy requirements.

Matching: EDA will fund between 80% and 100% of the project. Applicants who submit a project with increased levels of match may be considered more competitive.

Awards may take the form of grants or cooperative agreements.

State Tourism Grants apply to the fifty States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, the Republic of the Marshall Islands, the Federated States of Micronesia, and the Republic of Palau.

American Rescue Plan Act: Sources, Standards, and Summaries

Overview

The American Rescue Plan Act (ARPA), signed into law in March of this year, allocated hundreds of billions of dollars to promote economic recovery at the state, tribal, county, and local level. Some funds have been already reserved for each unit of local government. However, there are additional funds available through competitive grants that can offset the cost of specific economic development projects entirely.

A brief overview of many of the different opportunities is given below. The most relevant ones are expanded upon later in this document.

Coronavirus State and Local Fiscal Recovery Funds (SLFRF)

The U.S. Department of the Treasury was allocated \$350 billion in ARPA funds to distribute directly to states, territories, tribal governments, counties, and municipalities. \$19.5 billion is allocated to Non-Entitlement Units of local government (NEUs), which includes cities of less than 50,000 people. States are responsible for distributing SLFRF funds to NEUs, based on population.

The Treasury requires that states distribute NEU funds within 30 days of receiving them. They also establish guidelines as to how NEUs can request their funding. According to Treasury records, Oklahoma received these funds by August 16. The state has established a proposal process by which cities can request their ARPA funding from the Joint Committee on Pandemic Relief Funding. The process will be online and will be available on the legislature's website by September 1.

EDA Investing in America's Communities Challenges

The U.S. Economic Development Authority was allocated \$3 billion to assist communities in not only recovering losses from the pandemic, but "building back better". These funds are distributed across six different competitive grants.

Build Back Better Regional Challenge

The Build Back Better Regional Challenge is a massive grant intended to provide a "transformational investment" in qualifying regions. In Phase 1, 50-60 regional coalitions will be awarded roughly \$500,000 each to develop and support projects that will grow a regional growth cluster. In Phase 2, 20-30 regional coalitions will receive an additional \$25-\$75 million in order to implement these projects.

Because of the intended scale, the EDA expects several entities and stakeholders in a region to form a coalition, aligned around a single and holistic vision for the region. The coalition will then oversee the development of three to eight distinct but related projects that will have a major, lasting impact on the economy of the entire region. One key institution should be identified as the lead coordinator for the projects. The Phase 1 funding will cover the costs of developing and laying the groundwork for the projects. The Phase 2 funding will enable the implementation of those same projects.

The deadline to apply for Phase 1 is October 19, 2021. The deadline for Phase 2 is March 15, 2022.

Good Jobs Challenge

The Good Jobs Challenge is intended to fund the development of workforce training programs, systems, and infrastructure within a region. The goal is to connect underserved populations facing barriers to workforce entry with sectors and employers that are in need of skilled workers. Different phases of the grant cover system development (creating systems and sector partnerships), program design (curriculum, materials, training expertise), and program implementation (non-construction projects that carry out the project goals).

A single integrated award will be given to each recipient, specifically to the "System Lead Entity" of a regional workforce system or the "Backbone Organization" of a sectoral partnership as the lead applicant. These organizations may make sub awards as outlined in their project proposal and approved by the EDA.

The application deadline is January 26, 2022.

Economic Adjustment Assistance Program

The Economic Adjustment Assistance program is the most flexible one available, and just about any project that will create jobs or otherwise contribute to economic recovery is eligible. \$500 million has been allocated to this program, with \$200 million reserved for coal communities, leaving \$300 million for the rest. The EDA has indicated that the specific needs of communities as identified by applicants is the primary goal of these grants. These grants are intended to fund larger projects, from around \$500,000 up to \$5 million; but can have narrower and more focused impact than Build Back Better challenge projects.

Most nonprofit organizations, as well as state, tribal, and local governments and institutions of higher learning, are eligible to apply. The applications are on a rolling deadline; applicants are encouraged to start early in cooperation with their local Economic Development Representative.

Indigenous Communities Program

The Indigenous Communities program is specifically to offset the disproportionate impact of the pandemic on Native American, Native Hawaiian, and Native Pacific Islander communities. \$100 million in grants is available to cover a wide variety of projects, from technical and planning projects to workforce development to public works and infrastructure. Federally recognized Indian tribes, as well as nonprofits that serve Native Hawaiians or Pacific Islanders, are eligible to apply.

Travel, Tourism & Outdoor Recreation Program

The Travel, Tourism & Outdoor Recreation Program is made up of two parts that comprise \$750 million in grants. \$510 million is allocated to states and the remaining \$240 million will be distributed through competitive grants.

Communities hardest hit by the decline in travel, tourism, and outdoor recreation during the pandemic can use these funds to invest in infrastructure, workforce, and other projects that support the recovery of the travel industry locally and improve the economic resilience of the community in the future. Most nonprofit organizations, as well as state, tribal, and local governments and institutions of higher learning, are eligible to apply. The applications are on a rolling deadline; applicants are encouraged to start their applications as soon as possible.

Statewide Planning, Research & Networks Program

The Statewide Planning, Research & Networks program is intended to help states and communities develop stronger and more equitable economies that will be more resilient to shocks and crises. \$59

THE NEW CHICKASHA DOWNTOWN PARK

AMENITIES

(Initial ideas, but not limited to just these)

1. Walking and running trails for outdoor activity, community walks & runs
2. Outdoor Amphitheater for concerts, plays, and other activities
3. USAO Art Plaza featuring the Chickasha Leg Lamp, a tribute to Noland James
4. Children's outdoor play area
5. Restrooms & Police Outpost
6. Area for a Farmers Market
7. Space for FOL's Downtown Depot (Ice Slide or Snow Tubing)
8. Educational area paying tribute to other Chickasha icons: Ada Lois Sipuel Fisher, Te Ata Fisher, Cleavon Little, and others...
9. Free Wifi for students of all ages to access
10. Area dedicated to the impact of the Railroad to starting the town of Chickasha

Lieutenant Governor Matt Pinnell

State Capitol Building, Suite 117
Oklahoma City, Oklahoma 73105



Office: 405-521-2161
Fax: 405-522-8694

October 13, 2021

Mr. Jim Cowan
Executive Director
Chickasha Economic Development Council
221 W. Chickasha Ave.
Chickasha, OK 73023

Dear: Mr. Jim Cowan

It was great speaking to you about tourism and the exceptional things happening in Grady County last week. Tourism is the front door of Economic Development, and I would encourage you to keep pursuing ideas that promote year-round tourism in your area. Developing a plan to highlight what makes you unique is the beginning of this endeavor. Noland James and his invention of the Leg Lamp is unique to Chickasha. I support the Chickasha Economic Development Council in using the leg lamp year-round as an eccentric tourism tool to appeal to tourist across the country.

Sincerely,

A handwritten signature in black ink that reads "Matt Pinnell".

Matt Pinnell
Lieutenant Governor, State of Oklahoma

https://www.chickashanews.com/community/chickasha-edc-wins-three-oklahoma-travel-industry-association-redbud-awards/article_39b074c0-d9b5-11eb-b7ab-b7583c3b2355.html

FEATURED

Chickasha EDC wins three Oklahoma Travel Industry Association, RedBud Awards

Jessica Lane

Jun 30, 2021



The Chickasha Economic Development Council received honors at the state level for promoting tourism in Oklahoma. The 40 ft. inflatable leg lamp, recognizable from "A Christmas Story," and the Hometown Christmas music video earned three awards presented by Lt. Gov. Matt Pinnell.

Provided



The Chickasha Economic Development Council brought home three awards from the Oklahoma Travel Industry Association's (OTIA) annual RedBud Awards, held at the Edmond Conference Center on June 29.

Chickasha's Leg Lamp brought home a RedBud Award for Outstanding Media Coverage and a Merit Award for Outstanding New Attraction. The 40-foot tall, inflatable leg lamp, recognizable from the holiday classic, "A Christmas Story," caught attention at state, national and international levels in November 2020.

Chickasha EDC won a second RedBud Award for Best Overall Marketing Campaign for the Hometown Christmas music video. The song, "Hometown Christmas" was written by The Imaginaries' Maggie McClure and Shane Henry. The music video was shot entirely in Chickasha.

According to OTIA, the RedBud awards represent the highest honor in Oklahoma's tourism industry. Lt. Governor Matt Pinnell presented 37 awards in the state, which were divided into 20 categories.

Representatives from the Chickasha Chamber of Commerce attended the event in support of the Chickasha Economic Development Council's hard work over the last year.

TRENDING VIDEO

Conversation

[FOLLOW](#)[Start the conversation](#)[LOG IN](#) | [SIGN UP](#)

https://www.chickashanews.com/community/award-winning-chickasha-leg-lamp-is-back-for-christmas-in-july/article_145fd076-ebd5-11eb-8c4d-ab0117e280c4.html

FEATURED

Award Winning Chickasha Leg Lamp is back for Christmas in July

Jlm Cowan Chickasha Economic Development Council Director

Jul 23, 2021



Jessica Lane/The Express-Star



The 2020 Holiday sensation that went viral all over the world, the Chickasha Leg Lamp, is back in Downtown Chickasha this weekend for Christmas in July. The 40-foot inflatable that sits on a 10-foot wooden box marked "Fragile" was inflated and secured this morning. At the Oklahoma Travel

Industry Association Redbud Awards last month, the Chickasha Leg Lamp received the 2021 Merit Award for Outstanding New Attraction as well as the 2021 Redbud Award for Outstanding Media Coverage.

Last December, the Chickasha Economic Development Council paid homage to longtime Chickasha resident Noland James by having the customized inflatable Leg Lamp manufactured and put up. James, who was on the original committee that started the nationally recognized Festival of Light, was recognized in his obituary as the creator of the Leg Lamp when he was an instructor at the OU school of Visual Art.

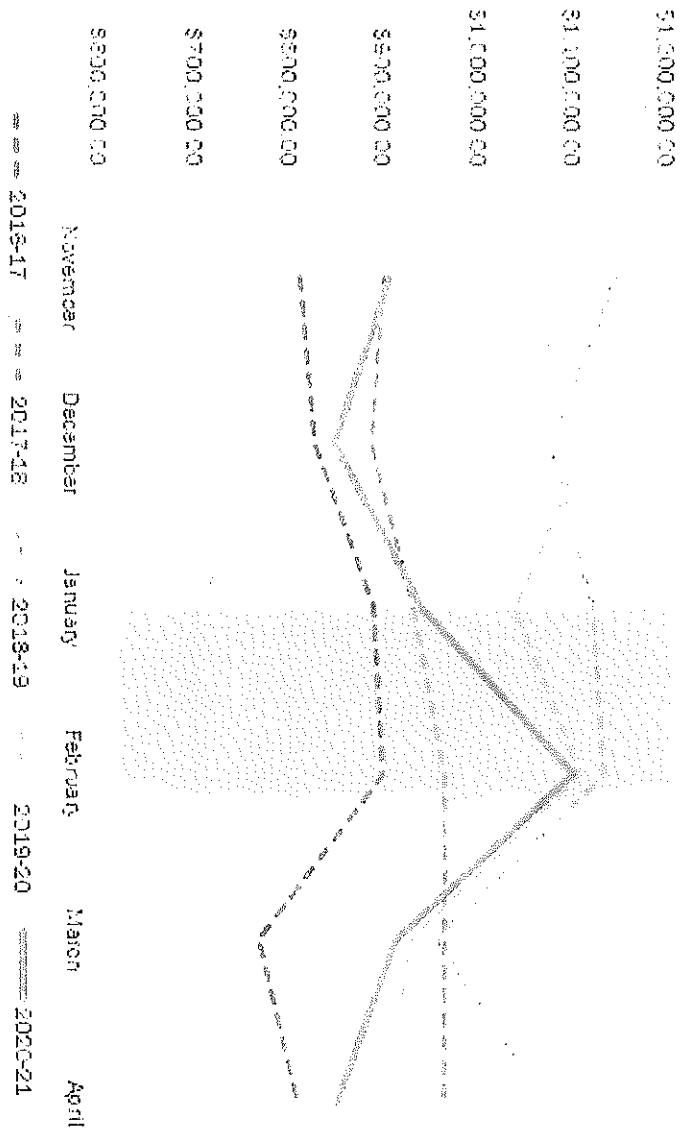
As part of the Christmas in July festivities, the Chickasha Community Theater is showing the movie "A Christmas Story" Thursday evening at the historic Washita Theater in Downtown Chickasha. The movie is free and is part of the Downtown Chickasha's Thursday Tidings, where local shops stay open until the movie begins at 7 pm.

On Saturday, the Chickasha Economic Development Council and the Chickasha Chamber of Commerce are hosting a Christmas Cool Down Concert and Block Party in front of the Leg Lamp. There will be free inflatable water slides, a free Summer Santa Snow Cone Social, free face painting and arts and crafts for kids. The free concert will start at 7:30 with Billy Davis and the Band of Brothers and The Imaginaries will take the stage at 8:30 and play until 10 pm. There will be a brief fireworks show after the concert.

The theme of "free family fun" is possible thanks to SaltCreek Casino, Hilliary Communications and the many other sponsors.

TRENDING VIDEO

Seasonal Sales Tax Receipts



Sales tax receipts from December are reported across two periods, January and February. Peak holiday spending in 2020 fell just short of the same period the two preceding years. However, due to the pandemic, spending levels year-round were more similar to those of 2016 and 2017, and last year saw a much sharper spike in December sales than any of the previous four years. In other words, the increase in sales last December almost completely offset the decrease from the pandemic. It is possible that up to **\$100,000** in additional sales tax revenue was generated by the Leg Lamp and other marketing campaigns.