

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
NOVEMBER 1, 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 18, 2021 regular meeting.
 - b. Acceptance of the Claims List.
 - c. Accept and ratify the meeting dates and employee holidays for Calendar year 2022 and for the Chickasha City Council, Chickasha Municipal Authority, Chickasha Municipal Airport Authority, and various Boards, Commissions, and Committees.
 - d. Acceptance of Resolution 2021-21R amending the FY 21-22 Budget.

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

4. Consideration and Discussion Items:

- a. Discussion, consideration, and possible action to approve 3rd Payment for WEB Construction for CMA-2101 Grand Development Phase 1 in the amount of \$39,474.88
- b. Discussion, consideration, and possible action to approve a long-term lease agreement between the Chickasha Municipal Authority and the Chickasha Community Foundation for the construction of a public park consisting of 6.7119 acres more or less located in the Northwest Quarter of the Southwest Quarter (NW/4, SW/4) of Section Twenty-seven (27), Township Seven (7) North, Range Seven (7) West of the Indian Meridian, Chickasha, Grady County, Oklahoma.
- c. Discussion, consideration, and possible action to declare surplus 0.5973 acres more or less located in the Southwest Quarter of the Northwest Quarter (SW/4 NW/4) and the Northwest Quarter of the Southwest Quarter (NW/4 SW/4) of Section Twenty seven (27), Township Seven (7) North, Range Seven (7) West of the Indian Meridian, Chickasha, Grady County, Oklahoma and authorize a contract for transfer of real property declared surplus to the University of Science and Arts of Oklahoma for the construction of an Arts Plaza for the benefit of the citizens of Chickasha.

5. Motion for Adjournment.



City of
CHICKASHA

Meeting Type: CMA Agenda 11-1-2021

Meeting Date: 11/1/2021

Department: City Clerk

Agenda Item No. 2.a.

AGENDA ITEM: Acceptance of the Minutes of the October 18, 2021 regular meeting.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept Minutes of the October 18, 2021 regular meeting.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Susan M. McDaniel, City Clerk	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: November 1, 2021	(From)		

V. ATTACHMENTS:

1. CMA 10-18-2021

October 18, 2021

The **REGULAR** meeting of the **CHICKASHA MUNICIPAL AUTHORITY** was held in the Council Chambers in City Hall on the 18th 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 6:41 p.m.

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

CHAIRMAN AND TRUSTEES

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

ABSENT: Oscar Nelson

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
 Shae Mortimer, Marketing & Civic Engagement Manager

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

ITEM 2a. **Acceptance of the Minutes of the October 4, 2021Regular Meeting.**

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

ITEM 2c. **Acceptance of the Financials for September 2021.**

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

6:41 P.M.

Roll call vote:

Ayes:” Boyd, Sikes, Hebblethwaite, Gerdes, VanDyck, Grayson, 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 award Lake Chickasha Agricultural Leases to Kenneth Handke (Tract 1), Billy Pittman (Tract 2), and Brent Pittman.**

*Motion by Council Member Sikes and second by Council Member Hebblethwaite to award Chickasha Agricultural Leases to Kenneth Handke (Tract 1), Billy Pittman (Tract 2) and Brent Pittman (Tract 3) for calendar year 2022 along with appropriate renewal options.

Roll call vote:

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

“Nays:” None

“Abstain:” None

Motion carried. 8-0

ITEM 4b. **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).**

Jim Cowan gave informational aspects of the proposed project.

ITEM 5. **Motion to Adjourn.**

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

Meeting adjourned.

TIME: 7:05 P.M.

Chickasha Municipal Authority Meeting 10-18-2021

6:41 P.M.

Approved this 1st day of November 2021.

Chris Mosley, Chairman

ATTEST:

Susan M. McDaniel, City Clerk

(SEAL)



City of
CHICKASHA

Meeting Type: CMA Agenda 11-1-2021

Meeting Date: 11/1/2021

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	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: November 1, 2021	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: CMA Agenda 11-1-2021

Meeting Date: 11/1/2021

Department: City Clerk

Agenda Item No. 2.c.

AGENDA ITEM: Accept and ratify the meeting dates and employee holidays for Calendar year 2022 and for the Chickasha City Council, Chickasha Municipal Authority, Chickasha Municipal Airport Authority, and various Boards, Commissions, and Committees.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept and ratify the meeting dates and employee holidays for calendar year 2022 for the Chickasha City Council, Chickasha Municipal Authority, Chickasha Municipal Airport Authority, and various Boards, Commissions, and Committees.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Susan M. McDaniel, City Clerk	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: November 1, 2021	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: CMA Agenda 11-1-2021

Meeting Date: 11/1/2021

Department: Finance

Agenda Item No. 2.d.

AGENDA ITEM: Acceptance of Resolution 2021-21R amending the FY 21-22 Budget.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept Resolution 2021-21R amending the FY 21-22 Budget.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:

	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: November 1, 2021	(From)		

V. ATTACHMENTS:

1. Res. 2021-21R Budget Amendment
2. Exhibits for Resolution 2021-21R

RESOLUTION NO. 2021-21R

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF CHICKASHA,
GRADY COUNTY, STATE OF OKLAHOMA, AMENDING THE CITY OF
CHICKASHA ADOPTED BUDGET FOR FISCAL YEAR 2021-22**

WHEREAS, pursuant to the Oklahoma Municipal Budget Act, 11 O.S. Section 17-201 through 17-216, all steps in the process of developing the City's Budget for FY 2021-22 were followed, culminating the adoption of the Budget by the Mayor and Council on June 21, 2022; and

WHEREAS, Sections 17-215 and 17-216 of the Oklahoma Municipal Budget Act specifically authorizes amendments to the adopted budget; and

WHEREAS, the Mayor and Council have determined a need to amend the adopted budget; and

NOW THEREFORE, be it resolved by the Mayor and Council of the City of Chickasha, Grady County, Oklahoma, that:

Section 1. The adopted FY 2021-22 Budget for the General Fund #11 is hereby amended and attached hereto as "Exhibit A";
FY 2021-22 Budget for the Donation Fund #20 is hereby amended and attached hereto as "Exhibit B";
FY 2021-22 Budget for the E-911 Fund #27 is hereby amended and attached hereto as "Exhibit C"; and
FY 2021-22 Budget for the CMA Fund #31 is hereby amended and attached hereto as "Exhibit D".

This Resolution shall be in full force and effect from and after the passage and approval by the Mayor and Council of the City of Chickasha, Grady County, Oklahoma.

Adopted this 1st day of November 2021.

Chris Mosley, Mayor

ATTEST:

Susan M. McDaniel, City Clerk

(SEAL)

Exhibit 11

CITY OF CHICKASHA

BUDGET AMENDMENT FORM

☒ INCREASE	☐ DECREASE	☐ TRANSFER
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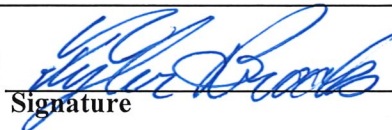
Fund: GENERAL
 Fund No.: 11
 Amendment No.: 12
 Fiscal Year: 2021-2022

Account #	Account Name	Estimated Revenue(s)		Appropriation(s)	
		Increase	Decrease	Increase	Decrease
4300-069	2021 SAFE OK GRANT	40,000.00			
570-5101-693	OVERTIME (2022 SAFE OK GRANT)			40,000.00	
TOTALS		40,000.00	-	40,000.00	-

EXPLANATION:

Office of Attorney General 2022 Safe Oklahoma Grant Program

Approved by City Manager:

29 Oct 21 
 Date Signature

Approved by City Council:

 Date Signature

Exhibit B

CITY OF CHICKASHA

BUDGET AMENDMENT FORM

<u> X </u> INCREASE	<u> </u> DECREASE	<u> </u> TRANSFER
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Fund: DONATION
Fund No.: 20
Amendment No.: 2
Fiscal Year: 2021-2022

Account #	Account Name	Estimated Revenue(s)		Appropriation(s)	
		Increase	Decrease	Increase	Decrease
4700-001	AVAILABLE FUND BALANCE	9,500.00			
520-5310-003	PARKS IMPROVEMENTS			1,500.00	
520-5310-006.1	ANIMAL SHELTER-HOUSING/EQUIP			8,000.00	
TOTALS		9,500.00	-	9,500.00	-

EXPLANATION:

To reflect Balance(s) of Donation(s) received in prior year

Approved by City Manager:

29 Oct 21 [Signature]
Date Signature

Approved by City Council:

Date Signature

Exhibit C

CITY OF CHICKASHA

BUDGET AMENDMENT FORM

<u> X </u> INCREASE	<u> </u> DECREASE	<u> </u> TRANSFER
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Fund: E-911
Fund No.: 27
Amendment No.: 2
Fiscal Year: 2021-2022

Account #	Account Name	Estimated Revenue(s)		Appropriation(s)	
		Increase	Decrease	Increase	Decrease
4300-002	OEM/911 AUTH-2019 911 GRAN	175,562.00			
527-6300-022	COMMUNICATIONS EQUIPMENT			182,431.00	
527-5399-000	CONTINGENCY RESERVE				6,869.00
TOTALS		175,562.00	-	182,431.00	6,869.00

EXPLANATION:

Oklahoma Emergency Management (OEM) 911 Management Authority Grant for E911 Center Radio Console and Equipment Replacement Project awarded in Prior Year

Approved by City Manager:

29 Oct 21 [Signature]
Date Signature

Approved by City Council:

Date Signature

Exhibit D

CITY OF CHICKASHA

BUDGET AMENDMENT FORM

<u> X </u> INCREASE	<u> </u> DECREASE	<u> </u> TRANSFER
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Fund: CHICKASHA MUNICIPAL AUTHORITY (CMA)
Fund No.: 31
Amendment No.: 2
Fiscal Year: 2021-2022

Account #	Account Name	Estimated Revenue(s)		Appropriation(s)	
		Increase	Decrease	Increase	Decrease
4002-022	LAKE, BOATING, CAMPING	10,110.00			
537-5101-001	SALARIES			6,270.00	
537-5101-003	OVERTIME			265.00	
537-5102-004	FICA/MEDICARE			500.00	
537-5104-003	WORKERS COMPENSATION			465.00	
537-5105-001	CONTRACT LABOR			2,610.00	
TOTALS		10,110.00	-	10,110.00	-

EXPLANATION:

Recognize Revenue in excess of Budget. Recognize Expenses for Part-time Camp Host @ Lake Chickasha responsible for collecting Fees

Approved by City Manager:

29 Oct 21 [Signature]
Date Signature

Approved by City Council:

Date Signature



City of
CHICKASHA

Meeting Type: CMA Agenda 11-1-2021

Meeting Date: 11/1/2021

Department: Community Development

Agenda Item No. 4.a.

AGENDA ITEM: Discussion, consideration, and possible action to approve 3rd Payment for WEB Construction for CMA-2101 Grand Development Phase 1 in the amount of \$39,474.88

I. BACKGROUND/DESCRIPTION:

- This is the 3rd payment for the Grand Development Phase 1
- Public Works and City Engineer Scott Vaughn have inspected the property and they are currently in the testing phase and recommend payment.

II. RECOMMENDED ACTION:

Staff recommends approving the 3rd payment to WEB Construction for CMA-2101 Grand Development Phase 1 in the amount of \$39,474.88

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: NAME, TITLE	Fund	Account	Amount
	(To)26-526-6500-048		\$39,474.88
	FUND	ACCOUNT	AMOUNT
Meeting Date: November 1, 2021	(From)		

V. ATTACHMENTS:

1. 20211022132336510

P U R C H A S E O R D E R

CITY OF CHICKASHA

PURCHASE ORDER # 22-14868

8/09/2021

SHIP TO:

CITY HALL - CITY OF CHICKA
117 NORTH 4TH
CHICKASHA OK 73018

ISSUED TO:

VEND #: 99-2305 REQ #00036417
W.E.B. CONSTRUCTION INC
3316 RED MAPLE LANE
OKLAHOMA CITY, OK 73170

HEREBY APPROVE THE ISSUANCE OF THIS
PURCHASE ORDER.

ACHEL BERNISH

DATED THIS 9TH DAY OF AUGUST , 2021

I HEREBY CERTIFY THAT THE AMOUNT OF THIS ENCUMBRANCE
HAS BEEN ENTERED AGAINST THE DESIGNATED APPROPRIATION
ACCOUNTS AND THAT THIS ENCUMBRANCE IS WITHIN THE
AUTHORIZED AVAILABLE BALANCE OF SAID APPROPRIATION.
LEASA FURR

UNITS	DESCRIPTION	G/L ACCOUNT		PRICE	AMOUNT
0.00	GRAND DEVELOP. SS AND WA	26 -526-6500-048	MIXED USE DEVELOPMENT PROJECT	0.00	137,750.00
0.00	GRAND DEVELOP. SS AND WA	26 -526-6500-048	MIXED USE DEVELOPMENT PROJECT	0.00	357,355.00
	SANITARY AND WATER LINES INSTALLED AT THE GRAND DEVELOPMENT TOTAL COST (\$495,105.00) IN SEVERAL PAYMENTS				

\$ 39,474.88

*** TOTAL ***

495,105.00

APPROVED FOR PURCHASE

HEREBY CERTIFY THAT THE MERCHANDISE AND/OR SERVICES
DESCRIBED ABOVE HAVE BEEN SATISFACTORILY RECEIVED AND
THAT THIS PURCHASE ORDER IS NOW A TRUE AND JUST DEBT
OF THIS CITY. THIS PURCHASE ORDER IS THEREFORE APPROVED
OR CONSIDERATION FOR PAYMENT BY THE GOVERNING BOARD.

DATE:

10/22/21
Rachel Bernish
OFFICER OR DEPARTMENT HEAD IN CHARGE

CHRIS MOSLEY

CITY MANAGER

*** APPROVAL BY GOVERNING BOARD ***

THIS PURCHASE ORDER IS APPROVED FOR PAYMENT IN THE
AMOUNT INDICATED ABOVE.

DATE: _____



AIA® Document G702® - 1992

Application and Certificate for Payment

TO OWNER: CHICKASHA MUNICIPAL AUTHORITY PROJECT: RFP CMA-2102 GRAND DEVELOPMENT PHASE 1 WATERMAIN AND SANITARY SEWER MAIN CONSTRUCTION

APPLICATION NO: 004 PERIOD TO: October 15, 2021

CONTRACT FOR: General Construction

CONTRACT DATE: June 07, 2021

PROJECT NOS: CHISOLM TRAIL CONSULTING LLC / CHICKASHA MUNICIPAL AUTHORITY

CONTRACTOR: CHICKASHA MUNICIPAL AUTHORITY

FROM CONTRACTOR: W.E.B. CONSTRUCTION INC

VIA ARCHITECT: CHISOLM TRAIL CONSULTING LLC

CONTRACTOR: CHICKASHA MUNICIPAL AUTHORITY

Distribution to: OWNER ☒ ARCHITECT: ☒ CONTRACTOR: ☐ FIELD: ☐ OTHER: ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703®, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM

\$495,105.00

2. NET CHANGE BY CHANGE ORDERS

\$0.00

3. CONTRACT SUM TO DATE (Line 1 + 2)

\$495,105.00

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)

\$493,862.50

5. RETAINAGE:

a. 5.00 % of Completed Work (Column D + E on G703)

\$24,693.13

b. 0 % of Stored Material (Column F on G703)

\$0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703)

\$24,693.13

6. TOTAL EARNED LESS RETAINAGE

\$469,169.37

(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

\$429,694.50

(Line 6 from prior Certificate)

\$39,474.88

~~\$29,184.67~~

8. CURRENT PAYMENT DUE

\$25,935.63

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)

\$25,935.63

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By:

State of: OKLAHOMA

County of: CLEVELAND

Subscribed and sworn to before

me this 15 day of October 2021

Notary Public: REBECCA BARKS

My Commission expires: August 04, 2025

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

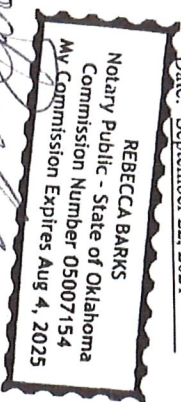
\$39,474.88

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: E. Scott Vaughn

Date: 10/17/2021

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.





AIA® Document G703® – 1992

Continuation Sheet

AIA Document G702®, Application and Certification for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 004
APPLICATION DATE: October 15, 2021
PERIOD TO: October 15, 2021
ARCHITECT'S PROJECT NO: CHISOLM TRAIL CONSULTING LLC

A	B	C	D		E	F	G		H	I
			WORK COMPLETED				TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)		
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)					BALANCE TO FINISH (C - G)
1.1	8" PVC WATER MAIN, INSTALLED	122,500.00	122,500.00	0.00	0.00	122,500.00	100.00%	0.00	0.00	
1.2	6" PVC WATER MAIN, INSTALLED	1,400.00	1,400.00	0.00	0.00	1,400.00	100.00%	0.00	0.00	
1.3	10" STEEL CASING, INSTALLED BY DRY BORE	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00%	0.00	0.00	
1.4	8" MJ GATE VALVE W/BOX, INSTALLED	28,800.00	28,800.00	0.00	0.00	28,800.00	100.00%	0.00	0.00	
1.5	6" MJ GATE VALVE W/BOX, INSTALLED	1,800.00	1,800.00	0.00	0.00	1,800.00	100.00%	0.00	0.00	
1.6	8"X90 MJ BEND, INSTALLED	500.00	500.00	0.00	0.00	500.00	100.00%	0.00	0.00	
1.7	8"X45 MJ BEND, INSTALLED	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00%	0.00	0.00	
1.8	8"X22.5 MJ BEND, INSTALLED	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00%	0.00	0.00	
1.9	8"X11.25 MJ BEND, INSTALLED	500.00	500.00	0.00	0.00	500.00	100.00%	0.00	0.00	
1.10	8"X8" MJ TEE, INSTALLED	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00%	0.00	0.00	
1.11	8"X6" MJ TEE, INSTALLED	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00%	0.00	0.00	
1.12	8"X6" REDUCER, INSTALLED	500.00	500.00	0.00	0.00	500.00	100.00%	0.00	0.00	
1.13	8" MJ PLUG, INSTALLED	900.00	900.00	0.00	0.00	900.00	100.00%	0.00	0.00	

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User Notes: (3B9ADAC)

A	B	C	D		E	F	G		H	I
			WORK COMPLETED	FROM PREVIOUS APPLICATION (D + E)			TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G+C)		
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE			THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)			BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1.14	6"X6" MJ TEE, INSTALLED	400.00	400.00		0.00	0.00	400.00	100.00%	0.00	0.00
1.15	FIRE HYDRANT ASSY(4-6BURY) INSTALLED	25,000.00	25,000.00		0.00	0.00	25,000.00	100.00%	0.00	0.00
1.16	DISINFECTION	1,242.50	0.00		0.00	0.00	0.00	0.00%	1,242.50	0.00
1.17	HYDROSTATIC PRESSURE TESTING	1,242.50	0.00		1,242.50	0.00	1,242.50	100.00%	0.00	0.00
1.18	PAVED DITCH REMOVAL AND REPLACEMENT	3,300.00	0.00		3,300.00	0.00	3,300.00	100.00%	0.00	0.00
1.19	CONSTRUCTION TRAFFIC CONTROL	500.00	500.00		0.00	0.00	500.00	100.00%	0.00	0.00
2.1	8" PVC SANITARY SEWER MAIN, INSTALLED	101,000.00	101,000.00		0.00	0.00	101,000.00	100.00%	0.00	0.00
2.2	10" PVC SANITARY SEWER MAIN, INSTALLED	56,250.00	56,250.00		0.00	0.00	56,250.00	100.00%	0.00	0.00
2.3	SANITARY SEWER MANHOLE, INSTALLED	40,000.00	40,000.00		0.00	0.00	40,000.00	100.00%	0.00	0.00
2.4	CLEANOUT, INSTALLED	1,500.00	1,500.00		0.00	0.00	1,500.00	100.00%	0.00	0.00
2.5	REMOVE EXISTING SANITARY SEWER MAIN	8,250.00	8,250.00		0.00	0.00	8,250.00	100.00%	0.00	0.00
2.6	SEWER FLOW CONTROL	30,000.00	30,000.00		0.00	0.00	30,000.00	100.00%	0.00	0.00
2.7	MODIFY EXISTING MANHOLE	2,500.00	2,500.00		0.00	0.00	2,500.00	100.00%	0.00	0.00
2.8	LEAKAGE TESTING	1,010.00	1,010.00		0.00	0.00	1,010.00	100.00%	0.00	0.00
2.9	DEFLECTION	1,010.00	0.00		1,010.00	0.00	1,010.00	100.00%	0.00	0.00

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User Notes:

(3B9ADAC)

A	B	C	D		E	F		G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)		
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD							
	TESTING										
	PAVEMENT REMOVAL AND REPLACEMENT	30,000.00	0.00	30,000.00	0.00	30,000.00	100.00%	0.00	0.00		
2.10	INTEGRAL CURB 6"		0.00								
2.11	BARRIER	6,000.00	0.00	6,000.00	0.00	6,000.00	100.00%	0.00	0.00		
	CONSTRUCTION										
2.12	TRAFFIC CONTROL	500.00	500.00	0.00	0.00	500.00	100.00%	0.00	0.00		
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00		
	GRAND TOTAL	\$495,105.00	\$452,310.00	\$41,552.50	\$0.00	\$493,862.50	99.75%	\$1,242.50	\$0.00		

In compliance with Title 62 of the Oklahoma Statutes, Section 310.9 A & B all architects, contractors, engineers, or material suppliers conducting business with the City of Chickasha, Oklahoma are required to complete (sign and notarize) this affidavit.

STATE OF OKLAHOMA

COUNTY OF: Cleveland ss

OTHER STATE: _____

COUNTY OF: _____ ss

The undersigned (architect, contractor, supplier, or engineer) of

lawful age, being first duly sworn, on oath says that this invoice or

claim is true and correct. Affiant further states that the (work,

services, or materials) as shown by this invoice or claim have been

(completed or supplied) in accordance with the plans, specifications,

orders or requests furnished the affiant. Affiant further states that

(s)he has made no payment directly or indirectly to any elected

official, officer, or employee of the State of Oklahoma, any county or

local subdivision of the state, or money or any other thing of value

to obtain payment of the invoice or procure the contract or purchase

order pursuant to which an invoice is required.

(Signature - Contractor, Supplier, or Engineer)

Subscribed and sworn to before me this 15 day of October, 21.

Notary Public

Company Name:

WEB Construction Inc

Address:

3816 Rod Murphy Lane

City:

Moore

State:

OK

zip:

73170



City of
CHICKASHA

Meeting Type: CMA Agenda 11-1-2021

Meeting Date: 11/1/2021

Department: City Clerk

Agenda Item No. 4.b.

AGENDA ITEM: Discussion, consideration, and possible action to approve a long-term lease agreement between the Chickasha Municipal Authority and the Chickasha Community Foundation for the construction of a public park consisting of 6.7119 acres more or less located in the Northwest Quarter of the Southwest Quarter (NW/4, SW/4) of Section Twenty-seven (27), Township Seven (7) North, Range Seven (7) West of the Indian Meridian, Chickasha, Grady County, Oklahoma.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Approve a long-term lease agreement between the Chickasha Municipal Authority and the Chickasha Community Foundation for the construction of a public park consisting of 6.7119 acres more or less located in the Northwest Quarter of the Southwest Quarter (NW/4, SW/4) of Section Twenty-seven (27), Township Seven (7) North, Range Seven (7) West of the Indian Meridian, Chickasha, Grady County, Oklahoma and authorize the Mayor to execute all documents.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:

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

Meeting Date:
November 1, 2021

V. ATTACHMENTS:

1. Depot Park - Chickasha Community Foundation Lease Agreement

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 to a tract of land lying in the Northwest Quarter of the Southwest Quarter (NW/4, SW/4) of Section Twenty-seven (27), Township Seven (7) North, Range Seven (7) West of the Indian Meridian, Chickasha, Grady County, Oklahoma, also being a part of land described in WARRANTY DEED to Chickasha Municipal Authority recorded in Book 3938, Page 518 and QUIT CLAIM DEED to Chickasha Municipal Authority recorded in Book 3998, Page 30, according to the Grady County Clerk, more particularly described as follows:

COMMENCING at the northeast corner of Block 44, City of Chickasha, Grady County, Oklahoma;

THENCE North 90°00'00" East a distance of 82.28 feet (82.30 feet record) to a point on the east right-of-way line of South First Street (formerly Railroad Street) to the POINT OF BEGINNING;

THENCE North 13°31'30" West, along said east right-of-way line, a distance of 26.08 feet;
THENCE North 59°44'07" East a distance of 203.02 feet;

THENCE North 76°28'30" East a distance of 80.18 feet to a point on the west property line of QUIT CLAIM DEED to the State of Oklahoma, Department of Transportation recorded in Book 1345, Page 434, said point also being 25 feet from the centerline of the main track;

THENCE South 13°31'30" East, along said west property line, a distance of 1098.04 feet;

THENCE South 76°28'30" West, perpendicular to said property line, a distance of 378.56 feet (275.00 feet record) to a point on the east right-of-way line of South First Street (formerly Railroad Street);

THENCE North 00°02'53" West, along said east right-of-way line, a distance of 446.09 feet;

THENCE North 13°31'30" West, along said east right-of-way line, a distance of 579.68 feet to the POINT OF BEGINNING.

LESS & EXCEPT A tract of land lying in the Northwest Quarter of the Southwest Quarter (NW/4, SW/4) of Section Twenty-seven (27), Township Seven (7) North, Range Seven (7) West of the Indian Meridian, Chickasha, Grady County, Oklahoma, also being a part of land described in WARRANTY DEED to Chickasha Municipal Authority recorded in Book 3938, Page 518 and QUIT CLAIM DEED to Chickasha Municipal Authority recorded in Book 3998, Page 30, according to the Grady County Clerk, more particularly described as follows:

COMMENCING at the northeast corner of Block 44, City of Chickasha, Grady County, Oklahoma;

THENCE North 90°00'00" East a distance of 82.28 feet to a point on the east right-of-way line of South First Street (formerly Railroad Street);

THENCE North 13°31'30" West, along said east right-of-way line, a distance of 26.08 feet;

THENCE North 59°44'07" East a distance of 74.24 feet to the POINT OF BEGINNING;

THENCE continuing North 59°44'07" East a distance of 128.78 feet;

THENCE North 76°28'30" East a distance of 80.18 feet to a point on the west property line of the QUIT CLAIM DEED to the State of Oklahoma, Department of Transportation recorded in Book 1345, Page 434, said point also being 25 feet from the centerline of the main track;

THENCE South 13°31'30" East, along said west property line, a distance of 139.09 feet;

THENCE South 76°28'30" West, perpendicular to said west property line, a distance of 203.50 feet;

THENCE North 13°31'30" West, parallel with said west property line, a distance of 102.00 feet to the POINT OF BEGINNING. Said tract of land contains an area of 292,369 square feet or 6.7119 acres, more or less.

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 and which shall be open free to the public.

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 one (1) year 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 "A" 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 "A". Tenant agrees that any material modification of Exhibit "A" 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 "A" 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 five (5) 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.

6. 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 6 (c) hereof, and any asserted mechanic's, laborer's or materialman's lien may be discharged in accordance with Section 6 (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 6 (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 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 7 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
FNBT Trust Dept
P. O. Box 1130
Chickasha, Ok. 73023-1130

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:

Susan M. McDaniel, City Clerk

TENANT:

CHICKASHA COMMUNITY FOUNDATION

By: _____
Patrick A. Brooks, President

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



City of
CHICKASHA

Meeting Type: CMA Agenda 11-1-2021

Meeting Date: 11/1/2021

Department: City Clerk

Agenda Item No. 4.c.

AGENDA ITEM: Discussion, consideration, and possible action to declare surplus 0.5973 acres more or less located in the Southwest Quarter of the Northwest Quarter (SW/4 NW/4) and the Northwest Quarter of the Southwest Quarter (NW/4 SW/4) of Section Twenty seven (27), Township Seven (7) North, Range Seven (7) West of the Indian Meridian, Chickasha, Grady County, Oklahoma and authorize a contract for transfer of real property declared surplus to the University of Science and Arts of Oklahoma for the construction of an Arts Plaza for the benefit of the citizens of Chickasha.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Approve declaring as surplus 0.5973 acres more or less located in the Southwest Quarter of the Northwest Quarter (SW/4 NW/4) and the Northwest Quarter of the Southwest Quarter (NW/4 SW/4) of Section Twenty seven (27), Township Seven (7) North, Range Seven (7) West of the Indian Meridian, Chickasha, Grady County, Oklahoma and authorize a contract for transfer of real property declared surplus to the University of Science and Arts of Oklahoma for the construction of an Arts Plaza for the benefit of the citizens of Chickasha and authorize the Mayor to execute all documents.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: November 1, 2021	(From)		

V. ATTACHMENTS:

1. Arts Plaza CONTRACT FOR TRANSFER OF REAL PROPERTY
2. QUITCLAIM DEED

CONTRACT FOR TRANSFER OF REAL PROPERTY

This agreement made and entered into this _____ day of _____, 2021, by and between the Chickasha Municipal Authority, a public trust, hereinafter referred to as "Chickasha" and the University of Science and Arts of Oklahoma Foundation, a 501(c)(3) non-profit corporation, hereinafter referred to as the "USAO."

WHEREAS, the Chickasha Municipal Authority, a public trust, is the record title owner of certain property described as;

A tract of land lying in the Southwest Quarter of the Northwest Quarter (SW/4 NW/4) and the Northwest Quarter of the Southwest Quarter (NW/4 SW/4) of Section Twenty seven (27), Township Seven (7) North, Range Seven (7) West of the Indian Meridian, Chickasha, Grady County, Oklahoma, also being a part of land described in WARRANTY DEED to Chickasha Municipal Authority recorded in Book 3938, Page 518 and QUIT CLAIM DEED to Chickasha Municipal Authority recorded in Book 3998, Page 30, according to the Grady County Clerk, more particularly described as follows:

COMMENCING at the northeast corner of Block 44, City of Chickasha, Grady County, Oklahoma;

THENCE North 90°00'00" East a distance of 82.28 feet to a point on the east right-of-way line of South First Street (formerly Railroad Street);

THENCE North 13°31'30" West, along said east right-of-way line, a distance of 26.08 feet;

THENCE North 59°44'07" East a distance of 74.24 feet to the POINT OF BEGINNING;

THENCE continuing North 59°44'07" East a distance of 128.78 feet;

THENCE North 76°28'30" East a distance of 80.18 feet to a point on the west property line of the QUIT CLAIM DEED to the State of Oklahoma, Department of Transportation recorded in Book 1345, Page 434, said point also being 25 feet from the centerline of the main track;

THENCE South 13°31'30" East, along said west property line, a distance of 139.09 feet;

THENCE South 76°28'30" West, perpendicular to said west property line, a distance of 203.50 feet;

THENCE North 13°31'30" West, parallel with said west property line, a distance of 102.00 feet to the POINT OF BEGINNING.

Said tract of land contains an area of 26,018 square feet or 0.5973 acres, more or less.

Chickasha, Oklahoma; SURFACE RIGHTS ONLY ("Subject Property")

WHEREAS, the University of Science and Arts of Oklahoma Foundation proposes to construct an Arts Plaza for the benefit of the residents in the City of Chickasha area.

WHEREAS, the Chickasha Municipal Authority has determined that the subject property is surplus property and is not necessary for any governmental purpose by Chickasha.

WHEREAS, the Chickasha Municipal Authority desires to transfer the Subject Property to the University of Science and Arts of Oklahoma Foundation for the purposes set forth herein, so that said Property can be used for the benefit of the residents of the City of Chickasha; and

WHEREAS, University of Science and Arts of Oklahoma Foundation has agreed to accept the subject property from the Chickasha Municipal Authority under the terms, covenants and conditions herein set forth as follows:

I

Chickasha shall convey to USAO the Subject Property on or before the _____ day of _____, 2021, by way of a Quitclaim Deed, subject to a Right of Reversion discussed in Paragraph III below. Chickasha makes no warranties, representations, or statements of validity regarding marketability or the status of title to the subject property. USAO agrees and understands that certain requirements may be necessary to clear title to the Subject Property, and agrees that if it chooses to clear title to the Subject Property it shall do so at its sole cost and expense. No Abstract will be provided by Chickasha to USAO.

II

USAO agrees that within two (2) years of the date of the quitclaim deed referenced above, USAO will begin construction on the Subject Property of an Arts Plaza. USAO agrees that construction of the plaza shall be completed no longer than one (1) year after construction begins.

Said plaza may feature holiday and seasonal artwork. Christmas or related holiday artwork may be displayed from November 15th through January 31st. Holiday related artwork, other than Christmas, falling outside the previously mentioned dates may be displayed from three (3) weeks prior to the holiday to one (1) week after.

III

In the event USAO fails to begin the construction of the plaza by the end of the second year following the date that Chickasha deeds the subject property to USAO, or in the event USAO fails to complete the construction of the plaza within one year following the date the construction begins, or in the event USAO fails to abide by the timeframe relating to when holiday or seasonal art may be displayed, then in that event USAO shall forfeit title to the subject property and shall immediately deed the subject property back to the Chickasha. This provision shall be a Right of Reversion contained within the Quitclaim Deed discussed in Paragraph I above.

IV

USAO agrees that it shall construct the plaza referenced above in compliance with all city codes, building codes, and any other state, federal or municipal codes that apply to the plaza.

V

No waiver or modification of this agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by both parties, and no evidence of waiver of modification shall be received in evidence of any proceeding, arbitration, or litigation between the parties hereto arising out of, or affecting this agreement or the rights or obligations of the parties hereunder, unless such waiver, or modification is in writing, duly executed as aforesaid, and the parties further agree that the provisions of this section may not be waived.

VI

This contract constitutes the entire agreement and understanding between the parties hereto, and shall not be modified, altered, changed, or amended in any respect unless in writing and signed by both parties hereto.

VII

USAO shall not assign this agreement to another party, company, partnership or corporation without specific approval in writing from Chickasha.

VIII

This agreement shall be governed by the laws of the State of Oklahoma both as to interpretation and performance, and venue of any litigation shall be in the District Court of Grady County Oklahoma.

IX

This 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 agreement or any related document.

IN WITNESS THEREOF, the parties have caused this agreement to be executed as of the day and year first above written.

Approved by the Chickasha Municipal Authority, a public trust, on this _____ day of _____, 2021.

CHICKASHA MUNICIPAL AUTHORITY,
A PUBLIC TRUST

By: _____

Title: Chris Mosley, Chairman, Chickasha Municipal
Authority, a public trust

ATTEST:

Susan M.McDaniel, Secretary

UNIVERSITY OF SCIENCE AND ARTS OF
OKLAHOMA FOUNDATION

By: _____

Title: _____

QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS:

That **Chickasha Municipal Authority, a public trust**, party of the first part, in consideration of the sum of TEN DOLLARS (\$10.00), and other valuable consideration, in hand paid, the receipt of which is hereby acknowledged, does hereby Quitclaim, Grant, Bargain, Sell and Convey unto the **University of Science and Arts of Oklahoma Foundation**, of _____, Chickasha, Oklahoma, 73018, party of the second part, all of its right, title and interest and to the following described lands situated in Grady County, State of Oklahoma, to-wit:

A tract of land lying in the Southwest Quarter of the Northwest Quarter (SW/4 NW/4) and the Northwest Quarter of the Southwest Quarter (NW/4 SW/4) of Section Twenty seven (27), Township Seven (7) North, Range Seven (7) West of the Indian Meridian, Chickasha, Grady County, Oklahoma, also being a part of land described in WARRANTY DEED to Chickasha Municipal Authority recorded in Book 3938, Page 518 and QUIT CLAIM DEED to Chickasha Municipal Authority recorded in Book 3998, Page 30, according to the Grady County Clerk, more particularly described as follows:

COMMENCING at the northeast corner of Block 44, City of Chickasha, Grady County, Oklahoma;

THENCE North 90°00'00" East a distance of 82.28 feet to a point on the east right-of-way line of South First Street (formerly Railroad Street);

THENCE North 13°31'30" West, along said east right-of-way line, a distance of 26.08 feet;

THENCE North 59°44'07" East a distance of 74.24 feet to the POINT OF BEGINNING;

THENCE continuing North 59°44'07" East a distance of 128.78 feet;

THENCE North 76°28'30" East a distance of 80.18 feet to a point on the west property line of the QUIT CLAIM DEED to the State of Oklahoma, Department of Transportation recorded in Book 1345, Page 434, said point also being 25 feet from the centerline of the main track;

THENCE South 13°31'30" East, along said west property line, a distance of 139.09 feet;

THENCE South 76°28'30" West, perpendicular to said west property line, a distance of 203.50 feet;

THENCE North 13°31'30" West, parallel with said west property line, a distance of 102.00 feet to the POINT OF BEGINNING.

Said tract of land contains an area of 26,018 square feet or 0.5973 acres, more or less.

Chickasha, Oklahoma; SURFACE RIGHTS ONLY

TO HAVE AND TO HOLD the above described premises unto the said second party, its successors and assigns forever, so that neither the said first party nor any person in its name or on its behalf shall or will hereafter claim or demand any right or title to the said premises or any part thereof; but it shall by these presents be excluded and forever barred.

PROVIDED, however, that this conveyance is expressly subject to the terms, covenants and conditions set forth in the Contract for Transfer of Real Property, signed, agreed to and executed by both Grantor and Grantee, which provides that Grantor retains a ***Right of Reversion***, and should Grantee cease or fail to comply with the terms, covenants and conditions set forth in said Contract for Transfer of Real Property, then in that event this Grantor shall have the ***Right of Reversion***, and the right to terminate the estate herein granted and to re-enter and retake the premises and all improvements and amenities thereon; and no act or omission on the part of Grantor shall be deemed a waiver of the operation or enforcement of such condition.

EXECUTED and delivered this ____ day of _____, 2021.

CHICKASHA MUNICIPAL AUTHORITY,
A PUBLIC TRUST

By: _____
Title: Chris Mosley, Chairman,
Chickasha Municipal Authority, a public trust

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, Board of Trustees, Chickasha Municipal Authority, a public trust, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his 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.

Notary Public

Commission Expiration: