

CHICKASHA MUNICIPAL AIRPORT 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
JUNE 3, 2024

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 May 20, 2024, regular meeting.
- b. Acceptance of the Claims List.
- c. Acceptance of the use of the Property Lease Agreement Hangar Site Form.
- d. Accept and ratify renewal of medical, dental and vision insurance plans and Insure Ok application for the 2024-2025 plan year.
- e. Accept and ratify Pay Request No. 3 in the amount of \$328,620.50 - Construct T-Hangar projects to Diversified Construction of Oklahoma, Inc.
- f. Accept and ratify Pay Request No. 2 in the amount of \$337,292.27 - Construct 2-Box Hangars project to W. L. McNatt.

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

4. Consideration and Discussion Items:

- a. Discussion, consideration and possible action to accept and ratify Ordinance No. 2024-03 -AN ORDINANCE AMENDING THE EMPLOYEE RETIREMENT SYSTEM, DEFINED BENEFIT PLAN FOR THE CITY OF CHICKASHA, OKLAHOMA; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF THE CITY OF CHICKASHA, OKLAHOMA; PERTAINING TO VESTING OPTIONS; PROVIDING FOR REPEALER AND SEVERABILITY; AND DECLARING AN EMERGENCY .

5. Motion for Adjournment.

CHICKASHA

Meeting Type: CMAA Agenda 6-3-2024

Meeting Date: 6/3/2024

Department: City Clerk

Agenda Item No. 2.a.

AGENDA ITEM: Acceptance of the Minutes of the May 20, 2024, regular meeting.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept the Minutes of the May 20, 2024, regular meeting.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:

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

Meeting Date:
June 3, 2024

V. ATTACHMENTS:

1. CMAA 5-20-2024

May 20, 2024

The **REGULAR** meeting of the **CHICKASHA MUNICIPAL AIRPORT AUTHORITY** was held in the council chambers in city hall on the 20th day of May 2024 as specified by advance public notice with a properly prepared agenda stating the subject matter or matters to be discussed at said meeting. Chairman Grayson called the meeting to order at 9:48 p.m.

ITEM 1.

Call to Order / Roll Call:

CHAIRMAN AND TRUSTEES

PRESENT:

Zachary Grayson, Chairman
Georgianne Hebblethwaite, Vice Chairman
Kelly Boyd
Oscar Nelson
Kea Ginn
John P. Smith
Erica Alexander
Charlie Burruss
Brian Gerdes

ABSENT:

None.

STAFF

PRESENT:

Amanda Mullins, City Attorney
Rachel Bernish, Asst. City Manager
Susan M. McDaniel, City Clerk
J. Myrko, Police Dept.
Tony Samaniego, Fire Chief
Spencer Winzenried, Parks, and Recreation Director
Robert Brooks, Comptroller
Darren Martin, Chief Building Inspector
Lillie Huckaby, Library Director
Elaine Jensen, Finance Director
Shae Mortimer, Marketing and Civic Engagement Manager

ITEM 2.

Consent Docket: ITEM 2a – ITEM 2b.

ITEM 2a.

Acceptance of the Minutes of May 6, 2024, regular meeting.

ITEM 2b.

Acceptance of the Claims List.

TIME 9:48 P.M.

*Motion by Trustee Hebblethwaite, second by Trustee Alexander to approve Items 2a – 2c.

Roll call vote:

Ayes:” Boyd, Nelson, Ginn, Hebblethwaite, Smith, Alexander, Burruss, Gerdes and Grayson.

“Nays:” None

“Abstain:” None

Motion carried. 9-0

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

No action taken on Item 3.

ITEM 4. **Motion to Adjourn.**

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

Meeting adjourned.

TIME: 9:49 PM

Approved this 3rd day of June 2024.

Zachary Grayson, Chairman

(ATTEST)

Susan M. McDaniel, CMC
City Clerk

CHICKASHA

Meeting Type: CMAA Agenda 6-3-2024

Meeting Date: 6/3/2024

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:

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

Meeting Date:

June 3, 2024

V. ATTACHMENTS:

CHICKASHA

Meeting Type: CMAA Agenda 6-3-2024

Meeting Date: 6/3/2024

Department: Community Development

Agenda Item No. 2.c.

AGENDA ITEM: Acceptance of the use of the Property Lease Agreement Hangar Site Form.

I. BACKGROUND/DESCRIPTION:

Updating the Lease agreement form

II. RECOMMENDED ACTION:

Accept the use of the Property Lease Agreement Hangar Site Form.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:

Darren Martin, Airport Manager

Meeting Date:

June 3, 2024

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

V. ATTACHMENTS:

1. private hangar lease final draft

PROPERTY LEASE AGREEMENT

HANGAR SITE #_____

THIS LEASE AGREEMENT (the "Lease"), is made and entered into this day of _____, between the Chickasha Municipal Airport Authority by and through the Airport Manager and or the Trust Manager, a public trust authority having the City of Chickasha as its sole beneficiary, hereinafter referred to as "LESSOR", and _____, hereinafter the "LESSEE".

WITNESSETH:

1. **PREMISES:** That the LESSOR in consideration of the payment in advance of the first year's rental listed below and the continuing obligation of LESSEE to timely pay annual rent in advance as herein provided, and in consideration of the other terms, provisions and covenants hereof, LESSOR hereby demises and leases to LESSEE, and LESSEE hereby rents and leases from LESSOR, the real property situated in the City of Chickasha, County of Grady, State of Oklahoma, more particularly described in Exhibit "A" attached hereto as a part hereof, together with all rights, privileges, easements, appurtenances and amenities belonging to or in any way pertaining to the premises and together with the building and other improvements situated or to be situated upon said premises (the said real property, building and improvements being hereinafter referred to as the "Premises").

TO HAVE AND TO HOLD the same for a 30 year term commencing on the _____ day of _____, (the "Commencement Date") and ending on the _____ day of _____, subject to termination as provided herein (the "Lease Term").

(a) **OPTIONS FOR RENEWAL:** The LESSEE is granted the option to renew this lease For an additional five (5) year term at the end of the lease term and a second option to renew for another five (5) year term after the expiration of the first option period if the first option to extend is exercised by Lessee. All terms of this lease shall apply to any renewal period under the exercise of the option or options.

RENTALS:

As rental for use of said premises, in addition to the other things to be done by LESSEE, the LESSEE agrees to pay the LESSOR in advance commencing the first day of execution of this lease agreement and in advance on each annual anniversary date the same annual rental amount during each of the remaining years of the lease, the annual rent consisting of the total amount set forth below:

Initial Annual Rental Amount: \$

The rental amount payable hereunder shall be subject to review and adjustment every five (5) years during the term of the lease as follows: The rental adjustment contemplated hereunder shall be based upon, but shall not exceed, the annual percentage increase in the consumer price index for each of the five (5) year periods immediately preceding the review date. The new annual rental thus calculated shall be the adjusted annual rental for the next five (5) year period. The LESSOR shall recalculate the adjusted annual rental and notify the LESSEE of the new of annual rental.

3. (a) PENALTY: If payments are not received when due a five percent (5%) penalty will be due if the payment is more than fifteen (15) days late. If payments are not received by the first of the subsequent month, an additional penalty of one percent (1%) of the unpaid rental/fee amount will be due. The one percent (1%) charge will be added on the first of each subsequent month until the unpaid rental/fee payment is made.

4. PURPOSE AND USE: The premises shall be used solely for purposes consistent with the operation of the Chickasha Municipal Airport Authority or its successor(s) and the property leased hereunder shall be used continuously during the term of this agreement, for the storage of aircraft, and for those things directly attendant to LESSEE'S business operation of storage of aircraft and for no other purpose, except such as shall be from time to time permitted by LESSOR. The parties hereto shall comply with all the terms and conditions or prior resolutions of the LESSOR, concerning the operation of Chickasha Municipal Airport Authority or its successor(s), with the ordinances, rules and regulations of the City of Chickasha, Oklahoma, and the parties hereto shall comply with, and this agreement shall be subject to, all other agreements with the Federal Aviation Administration, being an agreement between the LESSOR, and the United States of America acting through the Federal Aviation Administration relative to the operation and maintenance of the Chickasha Municipal Airport Authority or its successor(s), which agreements are made a part hereof by reference as though the same appeared herein, together with any agreements with the Oklahoma Aeronautics Commission.

LESSEE shall abide by the rules formulated for the operation and maintenance of hangars at the Chickasha Municipal Airport Authority or its successor(s), which may be adopted by LESSOR, provided such rules shall be applicable to all other LESSEES located on or doing business at Chickasha Municipal Airport Authority or its successor(s), and for such other lawful purpose as may be incidental thereto.

LESSEE shall at its own cost and expense obtain any and all licenses and permits necessary for such uses and purposes. LESSEE shall comply with all governmental laws, ordinances, and regulations applicable to the use of the Premises, and shall promptly comply with all governmental laws, ordinances, and regulations applicable to the use of the Premises, and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon or in connection with the Premises, all at LESSEE'S sole expense. LESSEE will not permit the Premises to be used for any purpose that would render the insurance thereon void or the insurance risk more hazardous, or which would increase the cost of insurance coverage with respect to the Premises.

No commercial business activities or enterprises shall be permitted within except for routine maintenance and repairs of LESSEE's aviation-related equipment by third parties.

It is understood and is the intent of the parties to permit LESSEE to engage in commercial aviation enterprises as from time to time necessitated; provided, that should LESSEE by action or by request indicate a continuing commercial activity other than the LESSEE's storage of aircraft, this lease shall be subject to review by the LESSOR, so that such LESSOR can require LESSEE to comply with the same standards as required of other Chickasha Municipal Airport Authority hangar/lessees.

5. NO WARRANTIES: LESSOR 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. LESSOR 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 LESSOR 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.

LESSEE shall have the right to thoroughly inspect the property with its maintenance crew before the signing of this Property Lease Agreement. At the time of the signing, LESSEE will have inspected and know the condition of the Premises and shall accept the property in its "As Is" condition on the commencement of the term of this Property Lease Agreement.

6. REPAIRS AND MAINTENANCE: LESSEE shall at its own cost and expense keep, maintain and take good care of the Premises and make all necessary repairs thereto and shall suffer no waste or nuisance thereon. At the end of the Lease Term, or upon other termination of this lease, LESSEE shall deliver the Premises to LESSOR with all improvements thereon in good repair and conditions, reasonable wear and tear alone excepted, subject to Section 12 hereof.

(a) Painting of Buildings: During the original term of this Lease and during each extension, LESSOR shall have the right to require, not more than once every ten (10) years, that the metal exterior of hangar(s) or building(s) located on the premises be reviewed by the Chickasha Municipal Airport Authority for the purpose of determining whether painting of the exteriors of such buildings or hangars is necessary. If the Chickasha Municipal Airport Authority determines painting is necessary, it shall furnish a recommendation to this effect to the LESSOR. The LESSOR may require LESSEE to repaint said exteriors according to LESSOR's specifications (to specify color of paint, quality of workmanship and the year and month in which the hangar(s) or buildings(s) are to be painted, if needed.) LESSEE shall complete the painting in accordance with such specifications within one (1) year of receipt of notice from LESSOR. LESSEE agrees to pay all costs and expense involved in the hangar building painting process. Failure of LESSEE to complete the painting required by LESSOR within a one (1) year period shall constitute Lessee's default under this Lease.

7. ALTERATIONS: Construction of improvements upon the demised premises which would become a permanent improvement to the property, not subject to removal, must be approved by LESSOR. LESSEE shall at LESSEE'S sole expense, prepare plans and specifications for such buildings and improvements to be erected. Such building(s) shall comply in all regards to pertinent and applicable state and federal regulations, ordinances, resolutions, rules and regulations of the City of Chickasha, Oklahoma. Such plans and specifications shall be submitted to LESSOR for LESSOR'S written approval or any revisions required by LESSOR. LESSOR shall not unreasonably withhold such approval, and in the event of disapproval, LESSOR shall give to LESSEE an itemized statement of reason therefore within thirty (30) days after the same are submitted to LESSOR.

(b) LESSEE shall not make any permanent alterations, additions, or improvements to the Premises without the prior written consent of LESSOR.

(c) Alterations, improvements and changes permitted. LESSEE shall have the right to make such alterations, improvements, and changes to any building which may from time to time be on the Premises, as LESSEE may deem necessary, or to replace any such building with a new one of at least equal value, provided that prior to making any such structural alterations, improvements, or changes, or to replace any such building, LESSEE shall obtain LESSOR'S written approval of plans and specifications therefore, which approval LESSOR shall not unreasonably withhold, provided that the value of the building shall not be diminished and the structural integrity of the building shall not be adversely affected by any such alterations, improvements or changes, or that any proposed new building is at least equal in value to the one which it is to replace, as the case may be. In the event of disapproval, LESSOR shall give to LESSEE an itemized statement of reasons, therefore. If LESSOR does not disapprove the plans and specifications provided for in this section within thirty (30) days after the same have been submitted to LESSOR, such plans and specifications shall be deemed to have been approved by LESSOR. LESSEE will in no event make any alterations, improvements, or other changes of any kind to any building on the premises that will decrease the value of such building, or that will adversely affect the structural integrity of the building.

(d) Private Hangar Construction Specifications. Any new building or structure or new portion thereof, constructed by LESSEE on the premises after the effective date hereof, and all alterations, improvements, changes or additions made in or to such Premises after the effective date hereof shall be the property of LESSEE who expressly agrees to comply with the specifications for Private Hangar construction as attached as Exhibit B. The hangar shall become LESSOR'S property on expiration or termination of this lease.

(e) Private Hangar Construction. Construction of a new building, that is not replacement of an existing building, shall commence within six (6) months from the effective date hereof. Said hangar construction shall be completed within 120 days thereafter. This lease cannot be assigned or transferred unless the hangar is complete and Certificate of Occupancy is issued by the City of Chickasha. Failure to comply with this provision is a material event of default.

8. SIGNS: LESSEE shall have the right to install a sign upon the exterior of any building, located upon the Premises, such sign to be approved in writing, in advance, by LESSOR, and subject to any applicable governmental laws, ordinances, regulations, historical guidelines, or other

requirements. LESSEE shall remove all such signs upon the termination of this Lease. Such installments and removal shall be made in such manner as to avoid injury or defacement of any building and other improvements.

(a) LESSOR shall provide and install the correct building number on the exterior of the building. LESSEE shall be charged a fee of \$40.00 to cover the cost of purchase/installation of the sign. The correct building number shall be affixed to the building in the most visible location. The sign is not to be removed from the building.

9. INSPECTION: LESSOR and LESSOR'S officers, officials, employees, agents and appointed representatives shall have the right to enter and inspect the Premises at any reasonable time during business hours upon twenty four (24) hours notice by telephone or by posting written notice upon the Premises (in emergencies at all times with or without notice) for the purpose of ascertaining the condition of the Premises. LESSEE shall provide such key(s) to the LESSOR as may be necessary to afford emergency access to the Premises and if not, LESSOR shall bear no responsibility or liability for damages incurred, if any, in gaining access. LESSOR and the LESSOR'S agents and appointed representatives shall have the right to enter the Premises at any reasonable time prior to the expiration of this Lease Term.

10. UTILITIES: LESSEE shall arrange and pay for all utilities furnished to the Premises including water, gas, fuel, telephone, electricity, garbage, and sewage. LESSEE shall pay for all janitorial and cleaning costs for such services provided to the Premises.

11. ASSIGNMENT AND SUBLETTING: LESSEE shall not assign or transfer this lease, nor any interest herein, without the prior written consent of LESSOR, signed by the Trust Manager of the Chickasha Municipal Airport Authority, and a consent to assign shall not be deemed to be a consent to any subsequent assignment. Any such assignment without such consent shall be void, and shall, at the option of LESSOR terminate this lease. LESSOR shall not, however, unreasonably withhold its approval or consent to assign. Neither this lease nor the leasehold estate of LESSEE hereunder in the demised premises, or any building or improvements thereon, shall be subject to involuntary assignment, transfer or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever, and such attempted involuntary assignment, transfer or sale shall be void and of no effect and shall, at the option of LESSOR, terminate this lease. LESSEE shall provide a written list of tenants/sub lessees from time to time as such tenant(s) change including name(s), mailing address and telephone number. LESSEE shall provide a copy of all leases or subleases to the LESSOR at the time of execution of said lease or sublease.

Upon the occurrence of an "event of default" as hereinafter defined, if the Premises are then assigned or sublet, LESSOR, in addition to any other remedies provided by law, may at its option collect directly from assignee or subtenant all rents that become due to LESSEE under such assignment or sublease and apply hereunder, and no such collection shall be construed to constitute a novation or release of LESSEE from the further performance of LESSEE'S obligations hereunder. LESSOR shall have the right to assign the rents under this Lease, or the lease itself.

12. INSURANCE: LESSEE, shall, at its expense, keep in effect during the term or renewal term of this Lease the following insurance in standard form policies with an insurance company or companies authorized to do business in Oklahoma:

(a) Liability Insurance: Upon the execution of this Lease, LESSEE shall procure and maintain continuously in effect during the entire term of this Lease and any renewal thereof with respect to the Premises, insurance against liability for injuries to or death of any person or damage to or loss of property arising out of or death of any person or damage to or loss of property arising out of or in any way relating to the maintenance, use or operation of the premises or any part thereof. All such insurance shall be issued by a company licensed to do business in the state of Oklahoma and shall be at least in the amount of \$1,000,000.00 for any one occurrence. The policy shall contain an endorsement stating that both the City of Chickasha, Oklahoma and the Chickasha Municipal Airport Authority are included as a named insured party.

(b) Property Insurance. Upon the execution of this Lease, LESSEE shall procure, and maintain continuously during the term of this Lease, and any renewal thereof, insurance to the extent of the full insurable value of the building and improvements, other than land and building foundations, all-risk insurance, subject only to the standard exclusions contained in the policy in such amount as will be at least sufficient so that a claim may be made for the full replacement cost of any part thereof damaged or destroyed. The policy shall contain an endorsement stating that the City of Chickasha, Oklahoma and the Chickasha Municipal Airport Authority are included as a named insured party.

(c) LESSOR'S right to pay premiums on behalf of LESSEE. All of the policies of insurance referred to in this section shall be written in a form satisfactory to LESSOR by insurance companies licensed to do business in the State of Oklahoma. LESSEE shall pay all of the premiums therefore and deliver such policies, or a certificate thereof, to LESSOR, and in the event of a failure of LESSEE either to affect such insurance in the names herein called for or to pay the premiums therefore or to deliver such policies, or certificates thereof, to LESSOR. LESSOR shall be entitled, but shall have no obligation, to affect such insurance and pay the premiums therefore, which premiums shall be repayable to LESSOR with the next installment of rental, and failure to repay the same shall carry with it the same consequences as failure to pay any installment of rental. Each insurer mentioned in this section shall agree, by endorsement on the policy or policies issued by it, or by independent instrument furnished to LESSOR, that it will give to LESSOR thirty (30) days written notice before the policy or policies in question shall be altered or cancelled. LESSOR agrees that it will not unreasonably withhold its approval as to the form or to the insurance companies selected by LESSEE. The City Manager of the City of Chickasha may approve the policy of insurance as set forth in this paragraph for the LESSOR.

13. STATUTORY BOND: Lessee shall provide a bond to ensure that Lessee shall pay any contractor used and shall pay all indebtedness the contractor incurs for the contractor's subcontractors and all suppliers of labor, material, rental of machinery or equipment, and repair of and parts for equipment that is furnished.

14. LIABILITY: LESSOR shall not be liable to LESSEE or LESSEE'S servants, employees, agents, contractors, guests, patrons, invitees, or visitors, or to any other persons whomsoever, for

any injury to persons or damage to property on or about the Premises, caused by the negligence or misconduct of LESSEE, its agents, contractors, guests, servants, or employees, or implied invitation of LESSEE, or caused by the buildings and improvements located on the Premises, or due to any cause whatsoever, and LESSEE agrees to indemnify the LESSOR and hold it harmless from any liability, judgments, causes of action, loss, expense or claims, including attorneys' fees, arising out of any such damage or injury; except injury to persons or damage to property, the sole cause of which is the intentional, willful or wanton misconduct of LESSOR.

15. DEFENSE AND INDEMNIFICATION: LESSEE shall defend, indemnify, and hold LESSOR harmless from any and all claims, demands, causes of action, or damages that result from LESSEESs use of the Property/Premises or from any activities conducted thereon and from and against any liability for damages to any person, firm, corporation occasioned by or resulting from accidents on the Property/Premises during the term of the lease. LESSEE shall also assume the burden and expense of defending all such suits, whether brought before the expiration of the rental agreement or thereafter and commenced to recover for the injuries occasioned by such incidents. This obligation of the LESSEE shall extend to both injuries to persons and to property, and its obligation to hold LESSOR harmless therefrom shall extend to claims arising from such incidents which are either valid or groundless. LESSOR shall have the right to obtain its counsel of its choosing to assist in defending any such actions or claims and in which case, all reasonable costs therefor shall be paid by LESSEE.

16. DAMAGE OR DESTRUCTION OF PREMISES: In the event of damage or destruction to the leased premises, or any part thereof, LESSEE shall, at LESSEE's sole risk and expense, proceed with reasonable diligence to rebuild or repair the premises to substantially the condition which the premises existed prior to such damage. In the event that LESSEE should fail to complete such repairs or rebuilding within a reasonably prudent time, LESSOR may, at LESSOR's sole option, terminate this Lease by delivering written notice of termination to LESSEE, whereupon all rights and obligations thereafter accruing hereunder shall cease. LESSEE shall notify LESSOR as soon as is reasonably possible but, in any event, within forth-five (45) days of casualty, as to the length of time repairs to the premises will require.

All casualty insurance proceeds checks on the facility shall be made payable to LESSOR and LESSEE jointly and are to be used for the purpose of repairing or rebuilding of the facility in the event of loss.

Rent shall not abate during the period of repair or reconstruction of the premises.

17. HOLDING OVER: It is agreed that any holding over of the Premises by LESSEE after the expiration of the Lease Term or any extension or renewal thereof, by lapse of time or otherwise, shall operate and be construed as a tenancy of sufferance at One twelfth (1/12) of the annual rental provided for herein. If any property not belonging to LESSOR remains on the Premises after the expiration or earlier termination of the term of this Lease, LESSEE hereby authorizes LESSOR to dispose of such property in such manner as LESSOR may desire, without liability to LESSEE. In the event that such property is the property of LESSEE, and in the event that such property is owned by someone other than LESSEE, LESSEE agrees to indemnify and hold LESSOR, its officials, officers, employees, agents and contractors harmless from all suits, actions, claims,

liability, loss, damages and expenses in connection with or incidental to any removal, exercise of dominion over and/or disposition of such property by LESSOR, its officials, officers, employees, agents or contractors.

18. QUIET ENJOYMENT: LESSOR represents and warrants that it is seized of the demised premises in fee simple and has full right and authority to enter into this Lease and that LESSEE upon paying the rental herein set forth and performing its other covenants and agreements herein set forth, shall peaceably and quietly have, hold and enjoy the Premises for the terms hereof without hindrance or molestation from LESSOR, subject to the terms and provisions of this Lease.

19. EVENTS OF DEFAULT: The following events shall be deemed to be events of default under this Lease:

(a) LESSEE shall fail to pay any installment of the rent hereby reserved when due, or shall fail to pay the taxes described in paragraph 23, or for the insurance described in paragraph 10, or any reimbursement to LESSOR required herein, and such failure shall continue for a period of fifteen (15) days from the date LESSOR has provided written notice of such failure to pay by certified first class U.S. Mail, postage prepaid whether actually received or not in the event the LESSEE fails or refuses to accept delivery of such certified mail..

(b) A receiver or trustee shall be appointed for all or substantially all of the assets of LESSEE and such appointment shall not be vacated within sixty (60) days thereafter.

(c) Failure of LESSEE to occupy the Premises for the purposes set forth in Section 3 hereof continuously for a period exceeding sixty (60) days without providing written notice of such action to LESSOR within said sixty (60) day period and a statement of how LESSEE intends to use the PREMISES for said aviation hangar purposes for the remainder of the Lease Term.

(d) LESSEE shall fail to comply with any term, provision, or covenant of this Lease (other than the foregoing in this paragraph) and shall not cure such failure within thirty (30) days after written notice thereof from LESSOR.

(e) Failure of LESSEE to pay any rental installment or appropriate portion thereof when due for a period of thirty (30) days or more from the due date shall constitute an event of default and if not paid or cured within said thirty (30) day grace period, shall result in the termination of the Lease and all rights hereunder.

(f) Failure of LESSEE to comply with the provisions of Paragraph 5 (d) Private Hangar Construction.

20. REMEDIES: Upon the occurrence of any of such events of default described in paragraph 15 hereof, LESSOR shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

(a) Terminate this Lease and all rights of LESSEE hereunder, in which event LESSOR may recover from LESSEE the loss or damage which LESSOR may suffer as a result of termination of this Lease, including the expense of repossession, and any repairs undertaken by LESSOR following repossession.

(b) Declare any rental payments from the date of default until the end of this Lease to be immediately due and owing.

(c) Enter upon and take possession of the Premises and expel or remove LESSEE and any other persons or property which may be occupying said Premises or any part thereof, by self-help, if necessary, without being liable for prosecution or any claim for damages therefore, and relet the Premises on such terms as LESSEE agrees to pay to LESSOR on demand for any deficiency that may arise by reason of such reletting.

(d) Without terminating this Lease, terminate LESSEE'S right to possession of the Premises.

(e) Without terminating this Lease or the LESSEE'S rights to possession hereunder, enforce all of its rights and remedies under this Lease, including the right to recover rent and other charges as they become due under the Lease.

(f) LESSOR may perform for the account of LESSEE any term, covenant, or provision of the Lease that LESSEE has failed to perform.

(g) Exercise all other remedies available to LESSOR at law or in equity, including, without limitation, injunctive relief of all varieties.

If LESSOR, at any time is compelled to pay or elects to pay any sum of money or do any acts which would require the payment of any sum of money by reason of the failure of LESSEE to comply with any provision of this Lease, or if LESSOR is compelled to incur any expense, including reasonable attorneys' fees, in instituting, securing or defending any action or proceeding instituted by reason of any default of LESSEE hereunder, the sum or sums so paid by LESSOR with all interest, costs, and damages, shall be deemed to be additional rent hereunder and shall be due from LESSEE to LESSOR on the first day of the month following the incurring of such respective expenses.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law or in equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to LESSOR hereunder or of any damages accruing to LESSOR by reason of the violation of any of the terms, provisions and covenants herein contained. No act or thing done by the LESSOR or its agents during the term hereby granted shall be deemed a termination of this Lease or an acceptance of the surrender of

the Premises, and no agreement to terminate this Lease or to accept a surrender of said Premises shall be valid unless in writing and signed by LESSOR. No waiver by LESSOR of any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed to constitute a waiver of any future default. Forbearance by LESSOR to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.

21. ECONOMIC NONDISCRIMINATION: LESSEE shall, to the extent it provides or furnishes services to the public at the Chickasha Municipal Airport Authority, or its successor(s), provide or furnish such services on a fair, equal and not unjustly discriminatory basis to all users thereof and shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service.

22. DISPOSITION OF IMPROVEMENTS ON TERMINATION OF LEASE: During the term of this Lease all new buildings, alterations, changes, additions, and/or improvements placed upon the Chickasha Municipal Airport Authority's real property by LESSEE shall remain the property of the LESSEE subject to LESSORS equitable title. On termination of this Lease for any cause, the Chickasha Municipal Airport Authority shall become the owner of any buildings, alterations, changes, additions and/or improvements on the demised premises.

23. LESSOR'S LIEN: (a) In addition to any statutory lien for rent in LESSOR'S favor, LESSOR shall have and LESSEE hereby grants to LESSOR a continuing security interest for all rentals and other sums of money becoming due hereunder from LESSEE, upon the building and all fixtures and furniture of LESSEE situated on the Premises, and such property shall not be removed there from without the consent of LESSOR until all arrearage in rent as well as any and all other sums of money then due to LESSOR herein under shall first have been paid and discharged. In the event of a default under this Lease, LESSOR shall have in addition to any other remedies provided herein or by law, all rights and remedies under the Uniform Commercial Code, including without limitation, the right to sell the property described in this paragraph at public or private sale upon five (5) days notice to LESSEE. Any statutory lien for rent is not hereby waived, the express contractual lien herein granted being in addition and supplementary thereof.

(b) LESSEE may not encumber in any manner its leasehold interest and estate in the demised premises or any improvements placed by LESSEE thereon without the prior written consent of LESSOR, signed by the Chairman of the Chickasha Municipal Airport Authority.

24. MECHANIC'S LIENS: LESSEE shall have no authority, express and implied, to create or place any lien or encumbrance, of any kind or nature whatsoever, upon, or in any manner to bind the interest of LESSOR in the Premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with LESSEE, including those who may furnish materials or perform labor for any construction or repairs, and each such claim shall affect and each such lien shall attach to, if at all, only the leasehold interest granted to LESSEE by this instrument. LESSEE covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Premises on which any lien is or can be validly and legally asserted against its leasehold interest in the Premises or the improvements thereon and that it will save and hold LESSOR

harmless from any and all loss, cost or expense based on or arising out of asserted claims or liens against the leasehold estate or against the right, title and interest of the LESSOR in the Premises or under the terms of this Lease.

25. NOTICES: Each provision of this instrument or of any applicable governmental laws, ordinances, regulations and other requirements with reference to the sending, mailing, or delivery of any notice or the making of any payment by LESSOR to LESSEE or with reference to the sending, mailing, or delivery of any notice or the making of any payment by LESSEE to LESSOR shall be deemed to be complied with, when and if the following steps are taken:

(a) All rent and other payments required to be made by LESSEE to LESSOR hereunder shall be payable to the Chickasha Municipal Airport Authority at the address herein below set forth or at such other address as LESSOR may specify from time to time by written notice delivered in accordance herewith. Payments should be mailed to: Chickasha Municipal Authority, ATTN: Trust Manager, 117 N. 4th Street, Chickasha, OK 73018.

(b) All payments required to be made by LESSOR to LESSEE hereunder shall be payable to LESSEE at the address herein below set forth, or at such other address within the continental United States as LESSEE may specify from time to time by written notice delivered in accordance herewith.

(c) Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States Mail, postage prepaid, certified or registered mail, addressed to the parties hereto at the respective addresses set out below, or at such other address as they have theretofore specified by written notice delivered in accordance herewith:

LESSOR:

Chickasha Municipal Airport Authority

c/o Trust Manager

117 N. 4th Street

Chickasha, Oklahoma 73018

COPY TO:

City Manager

117 N. 4th Street

Chickasha, Oklahoma 73018

LESSEE:

If and when included within the term "LESSOR", as used in this instrument, there are more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such a notice specifying some individual at some specific address for the receipt of notices and payments to LESSOR; if and when included within the term "LESSEE", as used in this instrument, there are more than one person, firm or corporation, all shall jointly arrange among themselves for the joint execution of such a notice specifying some individual at some specific address within the continental United States for the receipt of notices and payments to LESSEE. All parties included within the terms "LESSOR" and "LESSEE" respectively, shall be bound by notices given in

accordance with the provisions of this paragraph to the same effect as if each had received such notice.

26. NO WASTE, DAMAGE, OR EXTERIOR STORAGE: LESSEE shall not commit any waste upon or do any damage to the Premises. LESSEE shall not use or permit the use of the Premises for any unlawful purpose or in violation of the City of Chickasha zoning or other laws. LESSEE shall not permit any rubbish, refuse, or garbage to accumulate or create a fire hazard in or about the Premises. In connection with its occupancy of the Premises, LESSEE shall not use the demised Premises in violation of any laws, ordinances, regulations, or orders of any duly constituted authorities of the City, County, State, and federal government. No storage of goods or merchandise shall be permitted except within the leased premises. Exterior storage shall be prohibited. LESSOR has the right to charge LESSEE (after giving written notice to LESSEE) for any expense LESSOR may incur to enforce the provisions of this paragraph.

27. ABANDONMENT: LESSEE shall not vacate or abandon the Premises at any time during the lease term unless required to do so by duly authorized legal authority.

28. TAXES: (a) LESSEE agrees to pay, when due, all taxes and assessments levied or assessed as they become due, promptly and before delinquency.

LESSEE shall pay any ad valorem taxes on the premises should said premises ever be assessed by the Grady County Assessor or Treasurer.

29. LEASE IS SUBJECT TO ALL AVIATION LAWS: This Lease is subject to all present and future laws, rules and regulations, both state and federal as well as local laws, rules and regulations, airports in general, and especially municipal airports, and if necessary, shall be modified and amended from time to time in order to comply and conform therewith.

30. WAR: During the time of war or national emergency, City shall have the right to lease all or any part of the landing area or of the Airport to the United States for military or naval use, and if any such lease is executed, the provisions of this Agreement insofar as they may be inconsistent with the provisions of such lease to the Government, shall be suspended, but such suspension shall not extend the term of this Agreement. Abatement of rentals shall be determined by the City in proportion to the degree of interference with Lessee's use of the Leased Premises. During a local disaster or emergency, the City shall have the right to use the Airport for emergency use and suspend or limit the use of the Airport to LESSEE's.

31. FORCE MAJEURE: Neither LESSOR, nor LESSEE, shall be deemed in violation of this Agreement if either is prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, embargos, shortages of materials, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellions, acts of sabotage, or any other circumstances for which it is not responsible, or which are not under its

control; provided, however, that this Section does not exempt the LESSEE from paying the rentals, fees, and charges set forth herein. In any such case, a prompt written notice shall be given to the other party of the existence of such causes and of readiness to resume performance upon the removal or non-existence thereof.

26.MISCELLANEOUS: (a) Words of any gender used in this lease shall be held and construed to include any other gender and words in the singular number shall be held to include the plural unless the context otherwise requires.

(a) The terms, provisions, covenants, and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their respective heirs, legal representatives, successors and permitted assigns, except as otherwise herein expressly provided.

(b) The captions inserted in this Lease are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Lease, nor in any way affect the interpretation of this Lease.

(c) LESSEE agrees, from time to time, within thirty (30) days after required of LESSOR, to deliver to LESSOR, or LESSEE'S designee, an estoppels certificate stating that this Lease is in full force and effect, the date to which rent has been paid, the unexpired term of this Lease and such other matters pertaining to this Lease as may be reasonably requested by LESSOR.

(d) This Lease may not be altered, changed, or amended except by an instrument in writing signed by both parties hereto.

(e) There shall be no merger of this Lease, nor of the leasehold estate created by it, with the fee estate in the Premises, by reason of the fact that this Lease, or the leasehold estate created by it, may be held, directly or indirectly, by or for the account of any person or entity which shall have an interest in the fee estate of the Premises.

(f) LESSEE accepts this Lease subject and subordinate to any first mortgage, deed of trust or other first lien presently existing or hereafter arising upon the Premises and to any renewals, refinancing and extensions thereof, but LESSEE agrees that any such first mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. LESSOR is hereby irrevocably vested with full power and authority to hereby subordinate this Lease to any first mortgage, deed of trust or other first lien now existing or hereafter placed upon the Premises and LESSEE agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as LESSOR may request.

(g) LESSEE shall not mortgage, hypothecate, subordinate, assign, or in any other manner pledge its interest in this Lease as collateral for any indebtedness whether in connection with the Premises or otherwise without the prior written consent of LESSOR.

(h) This Property Lease Agreement contains the entire agreement between the parties and no modification of this Lease shall be binding upon the parties unless evidenced by an agreement in writing and signed by the LESSOR and LESSEE after the date hereof. If there be more than one LESSEE name herein, the provisions of this Lease shall be applicable to and binding upon such LESSEES, jointly and severally.

(i) This Property Lease Agreement is to be deemed to have been prepared jointly by the parties hereto after arm-length negotiations, and any uncertainty or ambiguity existing herein shall not be interpreted against any party, but according to the application of the rules of interpretation of contract.

(j) LESSEE shall execute such attornment agreement to any mortgagee of LESSOR as such mortgagee shall reasonably require within 15 days from such request; provided, however, that such attornment agreement(s) shall be reasonably satisfactory as to form and content to LESSOR.

(k) The invalidity, or unenforceability in particular circumstances, of any provision of this Lease shall not extend beyond such provision or circumstance and no other provision hereof shall be affected.

(l) The laws of the State of Oklahoma shall govern the interpretations, validity, performance, and enforcement of this Lease. If any provision of this Lease should be held to be invalid or unenforceable, the validity and unenforceability of the remaining provisions of this Lease shall not be affected. Venue shall be in the District Court of Grady County, Oklahoma.

IN WITNESS WHEREOF, this agreement was executed by the parties hereto on the date and year first above written.

"LESSOR"

The Chickasha Municipal Airport Authority

ATTEST:

by: _____

Secretary

(SEAL)

APPROVED AS TO FORM AND LEGALITY

City Attorney

"LESSEE"

By:

STATE OF OKLAHOMA)
) SS.
COUNTY OF GRADY)

On this _____ day of _____, 20__, before me, the undersigned,
a Notary Public, in and for said County and State, personally appeared
_____, to me known to be the identical person who signed the name of the
maker thereof as its _____, to the within and foregoing instrument, and
acknowledged to me that he executed the same as his free and voluntary act and deed, and as the
free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

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

My Commission Expires:

Notary Public

EXHIBIT "A"

The following described real property situate in the City of Chickasha, Grady County, Oklahoma,
to-wit:

MINIMUM REQUIREMENTS FOR BUILDING SPECIFICATIONS

The following represents a minimum requirement list of building specifications to be met by any future building prospects. This minimum required list is subject to any additions or deletions later determined by, and meet final approval of the Chickasha Municipal Airport Authority and the City of Chickasha Building Inspector. All hangars are located in Light Industrial Zoning.

1. Minimum building size 50' X 60'
2. Land Lease based on building width x 80'.
3. Roof pitch must be 2/12- 3/12.
4. Uprights and trusses must be of metal.
5. There must be a 30-foot minimum between buildings. Anything less requires both buildings to have firewalls.
6. Minimum setback from any fence line is 30-feet.
7. All concrete floors.
8. Metal siding, Lt.Sand in color. 26 ga. or heavier.
9. Metal roof Polar White. Trim to match existing buildings
10. ALL materials must be new or unused.
11. Hangar door must be approved by the Airport Authority.

CHICKASHA

Meeting Type: CMAA Agenda 6-3-2024

Meeting Date: 6/3/2024

Department: Human Resources

Agenda Item No. 2.d.

AGENDA ITEM: Accept and ratify renewal of medical, dental and vision insurance plans and Insure Ok application for the 2024-2025 plan year.

I. BACKGROUND/DESCRIPTION:

MEDICAL:

BCBS initial medical review was 34% from current, an aggressively negotiated no-shop renewal was agreed upon to get to 26% from current. Renewing with the current plan changes for a 19% increase from current.

\$1,000 deductible plan to \$1,250 COC funding 75% for each tier.

\$2,500 deductible plan to \$3,500 COC funding 80% for each tier.

Dental/Vision Recommendation: Move to Equitable for cost savings.

- Dental & Vision 24-month rate guarantee

GROUP LIFE/VOL LIFE:

Group Life/Vol Life Recommendation: Move to The Standard for cost savings.

- Group Life 100% paid by employer; 36-month rate guarantee.
- Vol Life 100% paid by employee; 36-month rate guarantee.

Proposed Funding:

- Block Pricing for Insure OK Option : EO \$70, EO + SP \$190, EO + CH \$150, Family \$250

II. RECOMMENDED ACTION:

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

V. ATTACHMENTS:

CHICKASHA

Meeting Type: CMAA Agenda 6-3-2024

Meeting Date: 6/3/2024

Department: Administration

Agenda Item No. 2.e.

AGENDA ITEM: Accept and ratify Pay Request No. 3 in the amount of \$328,620.50 - Construct T-Hangar projects to Diversified Construction of Oklahoma, Inc.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept and ratify Pay Request No. 3 in the amount of \$328,620.50 - Construct T-Hangar projects to Diversified Construction of Oklahoma, Inc.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:

	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: June 3, 2024	(From)		

V. ATTACHMENTS:

- 20240531144222332

PAYMENT APPLICATION

TO: City of Chickasha
117 N 4th St.
Chickasha, OK 73018
Attn:

PROJECT NAME AND LOCATION: T-Hangar
Construct T-Hangar
2344 Beechcraft Rd.
Chickasha, OK 73018

FROM: Diversified Construction of Okla., Inc.
6288 Boucher Dr.
Edmond, OK 73034

ARCHITECT: Parkhill
14101 Wireless Way, Ste. 350
Oklahoma City, OK 73134

FOR: AIP 3-40-0018-022-2023 | 2309039

APPLICATION # 3
PERIOD THRU: 05/31/2024
PROJECT #s: AIP 3-40-0018-022-2023
DATE OF CONTRACT: 10/16/2023

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below. Continuation Page is attached.

1. CONTRACT AMOUNT	\$1,084,664.92
2. SUM OF ALL CHANGE ORDERS	\$0.00
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$1,084,664.92
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$829,764.92
5. RETAINAGE:	
a. 5.00% of Completed Work (Columns D + E on Continuation Page)	\$41,488.25
b. 0.00% of Material Stored (Column F on Continuation Page)	\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$41,488.25
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$788,276.67
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$459,656.17
8. PAYMENT DUE	\$328,620.50
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$296,388.25

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES	\$0.00	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Diversified Construction of Okla., Inc.

By: Chris Bright Date: 5-31-2024
Chris Bright, Senior Project Manager
Notary Public, State of Oklahoma
Commission #13009143
My Commission Expires 10/3/2025

State of: Oklahoma
County of: Oklahoma
Subscribed and sworn to before me this 31st day of May, 2024
Notary Public: SG Gower
My Commission Expires: 10-3-2025

ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT: \$328,620.50

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT: Jones V. Deters Date: 05/31/2024
By: Jones V. Deters
Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

PROJECT: Construct T-Hangar

AIP 3-40-0018-022-2023

Chickasha Municipal Airport - Chickasha, OK

APPLICATION DATE: 31-May-2024

PERIOD TO: 31-May-2024

PROJECT NO: 2309039

A	B		C		D		E		F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed		Stored Materials (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 Applications (D + E)	Amount This Period									
1	C-105-6.1 - Mobilization	\$ 6,500.00	\$ 3,250.00	\$ 1,625.00		\$ 4,875.00	75%	\$ 1,625.00					
2	Special - Low Profile Flag & Flasher Barricades	\$ 6,000.00	\$ 3,000.00	\$ 1,500.00		\$ 4,500.00	75%	\$ 1,500.00					
3	13 34 19 - Construct 8-Unit Nested T-Hangar	\$ 931,688.58	\$ 412,480.58	\$ 303,708.00		\$ 716,188.58	77%	\$ 215,500.00					
3a	Earthwork	\$ 46,688.58	\$ 46,688.58	\$ -		\$ 46,688.58	100%	\$ -					
3b	Concrete Foundation	\$ 250,000.00	\$ 250,000.00	\$ -		\$ 250,000.00	100%	\$ -					
3c	Concrete Apron	\$ 25,000.00	\$ 25,000.00	\$ -		\$ 25,000.00	100%	\$ -					
3d	Metal Building Engineering Payment	\$ 43,146.00	\$ 43,146.00	\$ -		\$ 43,146.00	100%	\$ -					
	Metal Building Fabrication Progress Payment	\$ 43,146.00	\$ 43,146.00	\$ -		\$ 43,146.00	100%	\$ -					
	Metal Building Package Delivered	\$ 263,708.00	\$ 263,708.00	\$ 263,708.00		\$ 263,708.00	100%	\$ -					
3e	Building Erection	\$ 160,000.00		\$ 40,000.00		\$ 40,000.00	25%	\$ 120,000.00					
3f	Overhead Doors	\$ 10,000.00		\$ -		\$ -	0%	\$ 10,000.00					
3g	Electrical	\$ 90,000.00	\$ 4,500.00	\$ -		\$ 4,500.00	5%	\$ 85,500.00					
4	Special - Third Party Insurance	\$ -		\$ -		\$ -	0%	\$ -					
5	Alternate 1 - Construct Additional T-Hangar (Unit 9)	\$ 54,348.04	\$ 31,098.04	\$ 7,250.00		\$ 38,348.04	71%	\$ 16,000.00					
5a	Earthwork	\$ 5,348.04	\$ 5,348.04	\$ -		\$ 5,348.04	100%	\$ -					
5b	Concrete Foundation	\$ 22,000.00	\$ 22,000.00	\$ -		\$ 22,000.00	100%	\$ -					
5c	Concrete Apron	\$ 3,500.00	\$ 3,500.00	\$ -		\$ 3,500.00	100%	\$ -					
5d	Metal Building Package	\$ 3,500.00		\$ 3,500.00		\$ 3,500.00	100%	\$ -					
5e	Building Erection	\$ 15,000.00		\$ 3,750.00		\$ 3,750.00	25%	\$ 11,250.00					
5f	Electrical	\$ 5,000.00	\$ 250.00	\$ -		\$ 250.00	5%	\$ 4,750.00					
6	Alternate 2 - Construct Additional T-Hangar (Unit 10)	\$ 86,128.30	\$ 31,103.30	\$ 34,750.00		\$ 65,853.30	76%	\$ 20,275.00					
6a	Earthwork	\$ 5,128.30	\$ 5,128.30	\$ -		\$ 5,128.30	100%	\$ -					
6b	Concrete Foundation	\$ 22,000.00	\$ 22,000.00	\$ -		\$ 22,000.00	100%	\$ -					
6c	Concrete Apron	\$ 3,500.00	\$ 3,500.00	\$ -		\$ 3,500.00	100%	\$ -					
6d	Metal Building Package	\$ 31,000.00		\$ 31,000.00		\$ 31,000.00	100%	\$ -					
6e	Building Erection	\$ 15,000.00		\$ 3,750.00		\$ 3,750.00	25%	\$ 11,250.00					
6f	Electrical	\$ 9,500.00	\$ 475.00	\$ -		\$ 475.00	5%	\$ 9,025.00					
		\$ -		\$ -		\$ -	0%	\$ -					
		\$ -		\$ -		\$ -	0%	\$ -					
		\$ -		\$ -		\$ -	0%	\$ -					
		\$ -		\$ -		\$ -	0%	\$ -					
		\$ -		\$ -		\$ -	0%	\$ -					
SUBTOTALS PAGE 2		\$ 1,084,664.92	\$ 480,931.92	\$ 348,833.00	\$ -	\$ 829,764.92	76%	\$ 254,900.00	\$ -				

AFFIDAVIT FOR PAYMENT OF \$1,000.00 OR MORE

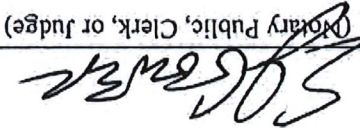
STATE OF Oklahoma)
) SS.
) COUNTY OF Oklahoma)

Undersigned Contractor, lawful age, first duly sworn on oath, says this invoice/claim is true and correct. Affiant further states (work, services, or materials) as shown by this invoice/claim have been completed or supplied in accordance with Plans, Specifications, orders, or requests furnished affiant. Affiant further states (s)he made no payment directly/indirectly to any elected official, officer, or employee of the State of Oklahoma, and county or local subdivision of state, money, or any other thing of value to obtain payment.

Edw. James Gower
Notary Public, State of Oklahoma
Commission #13009143
My Commission Expires 10/3/2025

(Contractor, Supplier, or Engineer)

Subscribes and sworn to before me this 31st day of May, 20 24


(Notary Public, Clerk, or Judge)

My Commission Expires 10 - 3, 20 25

Note:
Attach a copy of this Affidavit to any invoice submitted by Architect, Contractor, Engineer, or Supplier for material of \$1,000.00 or more.

CHICKASHA

Meeting Type: CMAA Agenda 6-3-2024

Meeting Date: 6/3/2024

Department: Administration

Agenda Item No. 2.f.

AGENDA ITEM: Accept and ratify Pay Request No. 2 in the amount of \$337,292.27 - Construct 2-Box Hangars project to W. L. McNatt.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept and ratify Pay Request No. 2 in the amount of \$337,292.27 - Construct 2-Box Hangars project to W. L. McNatt.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:

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

Meeting Date:

June 3, 2024

V. ATTACHMENTS:

1. 20240531142318792

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 2 PAGES

PROJECT: OAC-CHK-24H-S

APPLICATION NO: 2

Distribution to:

TO-OWNER: City of Chickasha
117 N 4th St
Chickasha, OK 73018

VIA ENGINEER: Parkhill

☒ OWNER
☒ ENGINEER
☒ CONTRACTOR

PERIOD TO: 4/30/2024

FROM CONTRACTOR:

W.L. McNatt
2000 E Britton Rd
Oklahoma City, Oklahoma 73131

PROJECT NOS:

CONTRACT FOR: Construct 2-Box Hangars

CONTRACT DATE: 10/16/2023

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	957,400.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	957,400.00
4. TOTAL COMPLETED & STORED TO DATE	\$	416,624.50

5. RETAINAGE:	
a. 5 % of Completed Work	\$ 20,831.23
b. 5 % of Stored Material	\$ 0.00

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 20,831.23
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 395,793.27
8. CURRENT PAYMENT DUE	\$ 58,501.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 337,292.27

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

CONTRACTOR:

By: AS Date: 5/22/24

State of: OKLAHOMA County of: OKLAHOMA
Subscribed and sworn to before me this 22nd day of MAY
Notary Public: Jane Lopez
My Commission expires: 03/27/2028

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the 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 \$ 337,292.27

(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.)

ENGINEER:

By: Jones V. Dewes Date: 05/22/2024

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.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE. N.W., WASHINGTON, DC 20006-5282

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Construct 2-Box Hangars

OAC-CHK-24H-S

PAY REQUEST NO: 1

DATE: 5/22/2024

Chickasha Municipal Airport		For Period Ending: 4/30/2024				
Item	Description	Contract		Total Work Completed		Quantity Remaining
		Quantity	Unit Price \$	Amount \$	Quantity	
Base Bid						
1	MOBILIZATION	1	LS	\$ 42,800.00	\$ 42,800.00	0.75
2	LOW PROFILE FLAG AND FLASHER BARRICADES	1	LS	\$ 11,000.00	\$ 11,000.00	1.00
3	UNCLASSIFIED EXCAVATION AND EMBANKMENT	1	LS	\$ 39,000.00	\$ 39,000.00	0.03
4	6" CRUSHED AGGREGATE BASE COURSE	570	SY	\$ 17.00	\$ 9,690.00	35.00
5	6" ODOT CLASS AA P.C.C. SURFACE COURSE	550	SY	\$ 62.00	\$ 34,100.00	27.55
6	CONSTRUCT 75X75' BOX HANGAR	1	EA	\$ 390,000.00	\$ 390,000.00	0.63
7	SOLID SLAB SODDING & WATERING UNTIL ESTABLISHED	900	SY	\$ 6.00	\$ 5,400.00	900.00
8	THIRD PARTY INSURANCE	1	LS	\$ -	\$ -	0.00
Base Bid Total				\$531,990.00	\$234,316.90	
Alternate No. 1						
9	UNCLASSIFIED EXCAVATION AND EMBANKMENT	1	LS	\$ 15,000.00	\$ 15,000.00	0.13
10	6" CRUSHED AGGREGATE BASE COURSE	630	SY	\$ 17.00	\$ 10,710.00	32.00
11	6" ODOT CLASS AA P.C.C. SURFACE COURSE	620	SY	\$ 62.00	\$ 38,440.00	28.20
12	CONSTRUCT 75X75' BOX HANGAR	1	EA	\$ 360,000.00	\$ 360,000.00	0.66
13	SOLID SLAB SODDING & WATERING UNTIL ESTABLISHED	210	SY	\$ 6.00	\$ 1,260.00	210.00
Alternate No. 1 Total				\$425,410.00	\$182,307.60	
Base Bid + Alternate No. 1 Total				\$957,400.00	\$416,624.50	

TOTAL WORK TO DATE:	\$416,624.50
LESS RETAINAGE @ 5%:	\$20,831.23
LESS PREVIOUS PAYMENTS RECOMMENDED:	\$58,501.00
PAYMENT RECOMMENDED THIS ESTIMATE:	\$337,292.27

Contractor:

W.L. McNatt

2000 E Britton Rd

Oklahoma City, Oklahoma 73131

Approved By:



05/22/2024

Date

CHICKASHA

Meeting Type: CMAA Agenda 6-3-2024

Meeting Date: 6/3/2024

Department: Human Resources

Agenda Item No. 4.a.

AGENDA ITEM: Discussion, consideration and possible action to accept and ratify Ordinance No. 2024-03 -AN ORDINANCE AMENDING THE EMPLOYEE RETIREMENT SYSTEM, DEFINED BENEFIT PLAN FOR THE CITY OF CHICKASHA, OKLAHOMA; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF THE CITY OF CHICKASHA, OKLAHOMA; PERTAINING TO VESTING OPTIONS; PROVIDING FOR REPEALER AND SEVERABILITY; AND DECLARING AN EMERGENCY .

- I. BACKGROUND/DESCRIPTION:**
- II. RECOMMENDED ACTION:**
Accept and ratify Ordinance 2024-03 as presented.
- III. FISCAL INFORMATION -**
- IV. FUND INFORMATION:**
- V. ATTACHMENTS:**