

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
JUNE 15, 2020

- 1. Call to Order / Roll Call.**
- 2. Consent Docket:**
 - a. Acceptance of Minutes of the June 1, 2020 regular meeting.
 - b. Acceptance of Claims List.
 - c. Acceptance of Financials.
 - d. Acceptance of the change to fully insured insurance.
 - e. Acceptance of the Workers' Compensation renewal with OMAG.
 - f. Acceptance of the contract for Financial Audit services with Angel, Blasingame, and Johnston for FY 2019-2020.
 - g. Acceptance of Accounting Services contract with Crawford and Associates.
- 3. Discussion/Approval of Items Removed from Consent Docket:**
- 4. Consideration and Discussion Items:**
 - a. Discussion, consideration and possible action to approve rental reduction as requested by Enterprise.
 - b. Discussion, consideration and possible action on assignment of real estate sales contract from HBIC, LLC to I's our Turn, LLC.
- 5. Motion for Adjournment.**



City of
CHICKASHA

Meeting Type: CMA Agenda 6-15-220

Meeting Date: 6/15/2020

Department: City Clerk

Agenda Item No. 2.a.

AGENDA ITEM: Acceptance of Minutes of the June 1, 2020 regular meeting.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept Minutes of the June 1, 2020 regular meeting.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Susan M. McDaniel, City Clerk	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: June 15, 2020	(From)		

V. ATTACHMENTS:

1. CMA Minutes June 1, 2020



*Office of the
City Clerk*

June 1, 2020

The **REGULAR** meeting of the **CHICKASHA MUNICIPAL AUTHORITY** was held in the Council Chambers in City Hall on the 1st day of June, 2020, 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 6:50 p.m.

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

CHAIRMAN AND TRUSTEES

PRESENT: Chris Mosley, Chairman
Kimberly Loggins, Vice-Chairman
Oscar Nelson
Jim Hopkins
Zachary Grayson
David Sikes
Brian Gerdes
R. P. Ashanti-Alexander

ABSENT: Joseph Molder

STAFF

PRESENT: John Noblitt, City Manager
Amanda Mullins, City Attorney
Leasa Furr, Administrative Services Director
Susan M. McDaniel, City Clerk
Kathryn Rowell, Police Chief
Brian Zalewski, Fire Chief
Lillie Huckaby, Library Director
Shae Mortimer, Marketing & Civic Engagement Manager
Jim Cowan, EDC

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

ITEM 2a. **Acceptance of the minutes for the May 18, 2020 regular meeting.**

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

ITEM 2c. **Accept and ratify Resolution No. 2020-10R adopting the FY 2020-2021.**

Chickasha Municipal Authority Meeting 5-18-2020
6:50 P.M.

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

Roll call vote:

Ayes:"	Hopkins, Nelson, Loggins, Grayson, Ashanti-Alexander, Sikes, Gerdes 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:**

ITEM 4 a. **Discussion, consideration, and possible action to authorize
transfer of possession of Lake Lease Cottonwood #17.**

*Motion by Trustee Hopkins, second by Trustee Loggins to deny transfer of possession of
Lake Lease Cottonwood #17 to Emma Chappell and recommend lease be offered to
persons on the waiting list.

Roll call vote:

Ayes:"	Hopkins, Nelson, Loggins, Grayson, Ashanti-Alexander, Sikes and Mosley.
"Nays:"	Gerdes
"Abstain:"	None
Motion carried.	7-1

ITEM 5. **Motion to Adjourn.**

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

Meeting adjourned.

TIME: 6:52 P.M.

Chris Mosley, Chairman

ATTEST:

Susan M. McDaniel, City Clerk

(SEAL)

Approved this 15th day of June 2020.



City of
CHICKASHA

Meeting Type: CMA Agenda 6-15-220

Meeting Date: 6/15/2020

Department: Finance

Agenda Item No. 2.b.

AGENDA ITEM: Acceptance of Claims List.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept Claims List.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: NAME, TITLE	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: June 15, 2020	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: CMA Agenda 6-15-220

Meeting Date: 6/15/2020

Department: Finance

Agenda Item No. 2.c.

AGENDA ITEM: Acceptance of Financials.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept Financials.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: NAME, TITLE	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: June 15, 2020	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: CMA Agenda 6-15-220

Meeting Date: 6/15/2020

Department: Administration

Agenda Item No. 2.d.

AGENDA ITEM: Acceptance of the change to fully insured insurance.

I. BACKGROUND/DESCRIPTION:

This is a continuation of the item approved in the City of Chickasha meeting.

This allows the plan to cover Chickasha Municipal Authority employees.

II. RECOMMENDED ACTION:

Consent to the fully insured plan for CMA employees.

III. FISCAL INFORMATION - This is a budgeted item.

71-71-5307-001

IV. FUND INFORMATION:

Dept. Director: NAME, TITLE	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: June 15, 2020	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: CMA Agenda 6-15-220

Meeting Date: 6/15/2020

Department: Administration

Agenda Item No. 2.e.

AGENDA ITEM: Acceptance of the Workers' Compensation renewal with OMAG.

I. BACKGROUND/DESCRIPTION:

This is a continuation of the item on the City of Chickasha agenda.

This is a consent to the renewal to cover CMA employees.

II. RECOMMENDED ACTION:

Consent to the renewal with OMAG.

III. FISCAL INFORMATION - This is a budgeted item.

71-71-5307-003

IV. FUND INFORMATION:

Dept. Director: NAME, TITLE	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: June 15, 2020	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: CMA Agenda 6-15-220

Meeting Date: 6/15/2020

Department: Administration

Agenda Item No. 2.f.

AGENDA ITEM: Acceptance of the contract for Financial Audit services with Angel, Blasingame, and Johnston for FY 2019-2020.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: NAME, TITLE	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: June 15, 2020	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: CMA Agenda 6-15-220

Meeting Date: 6/15/2020

Department: Administration

Agenda Item No. 2.g.

AGENDA ITEM: Acceptance of Accounting Services contract with Crawford and Associates.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept Accounting Services contract with Crawford and Associates.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Leasa Furr, Administrative Services Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: June 15, 2020	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: CMA Agenda 6-15-220

Meeting Date: 6/15/2020

Department: Administration

Agenda Item No. 4.a.

AGENDA ITEM: Discussion, consideration and possible action to approve rental reduction as requested by Enterprise.

I. BACKGROUND/DESCRIPTION:

- As a result of the COVID-19 pandemic and the impact to their business, Enterprise has requested a reduction or abatement of property rental costs.
- Enterprise is currently in a \$500.00 a month lease for 601 W. Choctaw Ave.
- They have requested one of three options; a 50% abatement for the next 12 mos., total rent abatement for June/July/August, or a percentage of rent to be reduced for a specified period of time to be decided by the City.

II. RECOMMENDED ACTION:

Staff recommends approving total rent abatement for June/July/August totaling \$1,500.00.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: John Noblitt, City Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: June 15, 2020	(From)		

V. ATTACHMENTS:

1. Enterprise Rental-Rent Abatement Request

April 15, 2020

Re: **EAN Holdings, LLC** ("Tenant")
Lease ("Lease") of Property commonly known as **601 W. Choctaw Avenue, Chickasha, OK 73018** and as more particularly described in the Lease (the "Premises")

Dear Mr. Noblitt:

As a result of the COVID-19 pandemic and the President's declaration of a National Emergency in the United States, we are all facing unprecedented challenges. Our industry has been hit particularly hard due to the severe reduction of business and leisure travel, just like the airline and hotel industries. Enterprise is unfortunately in a position where it must temporarily close locations, reduce staff size per site for social distancing, and change our business models including moving to a consolidated delivery and pickup process with our vehicles for the safety of our employees and customers. The situation is impacting individuals and businesses in ways not experienced before, and in many cases across the country, companies faced with these types of circumstances are looking for ways to cut cost and reduce overhead to position themselves to sustain the economic downturn.

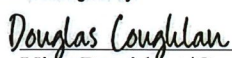
While we are hopeful for the recovery of all industries in the future, we are asking for your help. Enterprise requests that in light of the current situation you please consider this as a formal request for rent relief. We have been tasked with asking all of our landlords for a 50% rent abatement for the next 12 months, or possibly total rent abatement for June/July/August. Another option is to ask for a percentage of our rent to be reduced.

We recognize the difficulties this may pose for you; however, our hope is that we can all weather the storm by partnering together to help us sustain our business.

Should you wish to discuss this request further please call Becky Hawk at (405) 833-1523 or via email at becky.r.hawk@ehi.com. We thank you in advance for your consideration.

Very truly yours,
EAN Holdings, LLC

DocuSigned by:



4/15/2020

Vice President/General Manager



City of
CHICKASHA

Meeting Type: CMA Agenda 6-15-220

Meeting Date: 6/15/2020

Department: Administration

Agenda Item No. 4.b.

AGENDA ITEM: Discussion, consideration and possible action on assignment of real estate sales contract from HBIC, LLC to I's our Turn, LLC.

I. BACKGROUND/DESCRIPTION:

- Sales contract is for approximately 21 acres along Ada Sipuel and Grand Avenue for a mixed use development.
- Contract was executed August of 2019
- Developer is awaiting final approval of PUD by Council so closing can take place.
- Cathy Jo See is listed as managing member of both companies.

II. RECOMMENDED ACTION:

Approve sales contract assignment to It's Our Turn, LLC

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: John Noblitt, City Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: June 15, 2020	(From)		

V. ATTACHMENTS:

1. Contract for Sale - CMA, seller - HBIC, LLC, buyer - dated August 22, 2019
2. Assignment to Real Estate Purchase Contract

CONTRACT OF SALE

THIS CONTRACT OF SALE is entered into this 22nd day of August, 2019, by and between, Chickasha Municipal Authority, a public trust authority, having a notice address of 117 N. 4th Street, Chickasha, OK 73018, (hereinafter called "Seller"), and HBIC, LLC an Oklahoma Liability Company, having a notice address of 4400 S. Czech Hall Road, Mustang, Oklahoma, 73064 (hereinafter collectively called "Buyer").

1. *Property.* For and in consideration of the mutual covenants and agreements hereinafter set forth, Buyer agrees to purchase from Seller and Seller agrees to sell, transfer and convey to Buyer that certain tract of real property situated in Grady County, Oklahoma, containing approximately twenty-one (21) acres of land, more or less, located in the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 27, Township Seven (7) North, Range Seven (7) West, I.M., Grady County, Oklahoma to be more specifically described by a survey of the twenty-one (21) acre tract, together with all improvements thereon and appurtenances thereto (all of which is hereinafter called the "Property"). The Property is being sold in "AS IS" condition. Buyer shall pay the entire cost of a survey with staked boundaries to be prepared by a duly licensed surveyor selected by Buyer, subject to Seller's approval. Upon completion of the survey, Seller shall have ten (10) days after receipt of the survey to accept or reject the survey description.

2. *Purchase Price and Deposit.* The purchase price to be paid by Buyer to Seller for the Property is One Hundred-eighty thousand and 00/100 Dollars (\$180,000.00). Two Thousand and Five Hundred and 00/100 Dollars (\$2,500.00) (the "Earnest Money Deposit") shall be paid to Cochran Closing Company ("Escrow Agent") on account of the purchase price as a deposit at the signing hereof. The balance of the purchase price shall be paid in cash or by immediately available funds at the time of Closing.

3. *Buyer's Contingencies.* Buyer's obligation to purchase the Property pursuant to this Contract is contingent upon Buyer obtaining from City of Chickasha an Economic Incentive Agreement to be effective upon the date of Closing and which Economic Incentive Agreement shall include up to \$180,000.00 in rebates if certain contingencies are timely satisfied by Buyer.

4. *Buyer's Right of Entry and Inspection.* During the term of this Contract, Buyer, its agents, employees, contractors and engineers shall have the right from time to time to enter upon the Property at their risk for the purpose of inspecting the same and conducting surveys, engineering studies, borings, soil tests, investigations, feasibility studies and the like. To the extent that it is practical to do so, all such entries shall be made in such a manner as to minimize interference with Seller's present use and occupancy of the Property. Within a reasonable time after such entries Buyer shall to the extent practicable, restore the Property to its prior condition. Buyer agrees to indemnify and save Seller harmless from all claims arising by reason of such entries.

5. *Closing.* Closing shall be held within thirty (30) days after the date of; the receipt by Buyer of written notice from Seller that the contingency set forth in Paragraph 3 has been fulfilled. At Closing the Escrow Agent shall pay over the Earnest Money Deposit and Buyer shall pay to Seller the remainder of the purchase price for the Property. Upon payment of the unpaid purchase money as above provided, Seller shall, at Buyer's expense, execute and deliver to Buyer a general warranty deed for the Property, which shall convey the Property to Buyer. The title so conveyed shall be a good and merchantable fee simple title, both of record and in fact, free of all

liens and encumbrances except those specifically accepted or consented to by Buyer. Marketable title to the Property shall be determined in accordance with the title standards as adopted by the Oklahoma Bar Association. Title shall be such as will be insurable by a licensed title insurance company at its standard rates.

7. *Abstract of Title.* Seller agrees to furnish complete abstract of title to the Property showing good and merchantable title in Seller, clear of all encumbrances, as set forth in the Oklahoma Bar Association Title Standards. Such abstract of title is to be updated to the date of this contract and is to be furnished to Buyer within 15 days from the date that Seller accepts the completed survey to be provided by Buyer. Buyer agrees to pay one-half (1/2) of the cost of updating the abstract. Buyer agrees to have the abstract examined within 20 days from receipt of the same, and in the case of any requirements thereon, Seller shall have a 30 days to meet such requirements. In the event Seller is unable or unwilling to comply with or satisfy Buyer's objections to title or any requirement, Buyer shall have (i) the right to waive such objection or requirement and to proceed to Closing or (ii) the right to terminate this Contract. Should Buyer elect to terminate this Contract, Buyer shall do so by giving Seller written notice of the election within 10 days. Should Buyer elect to terminate this Contract, the Escrow Agent promptly shall refund to Buyer the Earnest Money Deposit whereupon this Contract shall become null and void and of no thither force and effect at law and in equity.

8. *Default.* Time is of the essence of this Agreement. In the event Buyer fails or refuses to complete the performance of Buyer's obligations under this Agreement, except for any reason specified herein, Seller shall have the right, after demand upon Buyer and Buyer's failure or refusal to comply therewith, to terminate this Agreement and to retain the Earnest Money Deposit as liquidated damages hereunder. In the event Seller fails to comply with the terms of this Agreement, Buyer shall have the right to recover all sums paid to Seller hereunder. Each party shall have the option to seek specific performance hereof by the other party in lieu of liquidated damages. In the event a suit for specific performance is instituted, the prevailing party shall be entitled to recover all of such party's expenses and costs incurred by reason of such litigation, including but not limited to attorney's fees, court costs and cost of suit preparation.

9. *Risk of Loss.* The Property shall be held at the risk of Seller until legal title has passed and possession has been given to Buyer.

10. *Seller's Closing Costs.* Seller agrees to pay one-half (1/2) of the abstract expense and to pay all expenses of title clearance. Seller is exempt from the payment of documentary stamp tax pursuant to 68 O.S. §3202(11). Seller further agrees to pay the expenses incident to the preparation and execution of the deed and agrees to pay one-half (1/2) of the fees of the closing agent.

11. *Buyer's Closing Costs.* Buyer agrees to pay one-half (1/2) of the abstract expense and all of the cost of the required survey; and one-half (1/2) of the fees of the closing agent.

12. *Real Estate Taxes.* Seller is a public trust authority and accordingly is not subject to ad valorem taxes. Real estate taxes and special assessments against the Property which accrue after the date of Closing shall be assumed and paid by Buyer.

13. *Possession.* Possession of the Property shall be given to Buyer at Closing.

14. *Real Estate Commissions.* Seller warrants and represents to the Buyer that the warranting party has not used the services of any broker, agent or finder who would be entitled to a commission on account of this Contract or the consummation of the transactions contemplated hereby and agrees to defend, indemnify and save the other harmless from any commission or fee which may be payable to any broker, agent finder: with whom the indemnifying party has dealt in connection with this Contract. Buyer discloses that it has been represented by an agent and has a separate agreement with CJ See with See Companies, LLC and agrees to defend, indemnify and save the other harmless from any commission or fee which may be payable to CJ See, See Companies, LLC and any other broker, agent, or finder with whom the indemnifying party has dealt in connection with this Contract.

15. *Notices.* All notices required or provided in this Contract; if hand delivered, shall be deemed to have been given and received on the date hand delivered to the party receiving the same. If the United States mails are used, notices same shall be sent certified or registered mail, return receipt requested, postage prepaid and shall be deemed to have been given and received on the third business day from the date deposited in the United States Mail addressed as shown on the first page of this Contract. Each party shall have the right to designate a different address for the receipt of notices other than that set forth above, provided the party's new address is contained in a written notice given to the other party.

16. *Miscellaneous Provisions.*

(a) This Contract contains the final and entire agreement between the parties and neither they nor their agents should be bound by any terms, conditions or representations not herein written.

(b) Time shall be of the essence of this Contract.

(c) The parties bind themselves, their successors and assigns to the faithful performance of this Contract. Buyer shall not have the right to assign this Contract prior to Closing to any persons or entities except to a corporation or limited liability company of which Buyer owns or controls 100% of its common stock or membership interests, without the prior written consent of Seller, which consent shall not be unreasonably withheld.

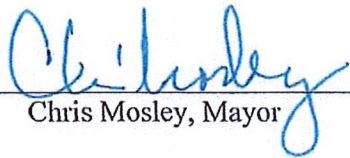
(d) The indemnity contained in Paragraph 4 and the provisions of Paragraph 13 shall survive Closing and the execution and delivery of the deed to the Property.

IN WITNESS WHEREOF, the parties hereto have executed this Contract of Sale on the date and year first above written.

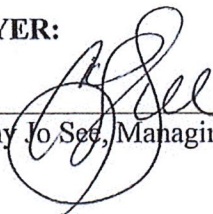
SELLER:

CITY OF CHICKASHA

By:


Chris Mosley, Mayor

BUYER:


Cathy Jo See, Managing Member

ATTEST:


Susan M. Daniel, City Clerk



ASSIGNMENT TO REAL ESTATE PURCHASE CONTRACT

THIS ASSIGNMENT TO REAL ESTATE PURCHASE CONTRACT (the Amendment "Assignment of contract") is made and entered into as of the 18th day of February, 2020 by and between ("Buyer"). **HBIC, LLC an Oklahoma Limited Liability Company**, ("Seller") Chickasha Municipal Authority, a Public Trust Authority, having a notice address of 117 N. 4th Street, Chickasha Oklahoma.

WITNESSETH:

WHEREAS, the parties hereto entered into that certain Real Estate Purchase Contract dated August 22nd, 2019 (the "Agreement" of this assignment; all defined terms not otherwise defined or modified shall have the meaning given in the Agreement); and

WHEREAS, the parties desire to agree to the Assignment of Contract.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Notwithstanding; Paragraph 16. (c). All Parties agree to assign the Buyer from HBIC, LLC to It's Our Turn, LLC. Per contractual agreement HBIC, LLC and It's Our Turn, LLC managing member is one and the same managing member is (CJ) Cathy Jo See for both LLC Companies.

2. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all which, collectively, shall be one and the same instrument. This Amendment may be delivered by facsimile signature and transmission, and facsimile signatures shall be deemed original signatures.

3. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto agree to the above terms and conditions as of the date first provided above.

Buyer: **HBIC, LLC**

By Cathy Jo See: _____
Managing Member
Date: 02/18/20

Buyer: **It's Our Turn, LLC**

By Lance Mills: _____
Managing Member
Date: 02/18/20

Seller: **City of Chickasha**

By Chris Mosley: _____
Mayor
Date: _____