

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 21, 2021

- 1. Call to Order / Roll Call.**
- 2. Consent Docket:**
 - a. Acceptance of Minutes of the June 7, 2021 regular meeting.
 - b. Acceptance of Claims List.
 - c. Acceptance of the Financials for May 2021.
 - d. Accept and ratify the Workers' Compensation renewal with OMAG.
- 3. Discussion/Approval of Items Removed from Consent Docket:**
- 4. Consideration and Discussion Items:**
 - a. Discussion, consideration and possible action to approve the land lease contract between the Chickasha Municipal Airport Authority and Terry McCool dba McCool Farms.
- 5. Motion for Adjournment.**



City of
CHICKASHA

Meeting Type: CMAA Agenda 6-21-2021

Meeting Date: 6/21/2021

Department: City Clerk

Agenda Item No. 2.a.

AGENDA ITEM: Acceptance of Minutes of the June 7, 2021 regular meeting.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept Minutes of the June 7, 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: June 21, 2021	(From)		

V. ATTACHMENTS:

1. CMAA 6-7-2021

June 7, 2021

The **REGULAR** meeting of the **CHICKASHA MUNICIPAL AIRPORT AUTHORITY** was held in the council chambers in city hall on the 7th day of June 2021 as specified by advance public notice with a properly prepared agenda stating the subject matter or matters to be discussed at said meeting. Chairman Mosley called the meeting to order at 7:11 p.m.

ITEM 1.

Call to Order / Roll Call:

CHAIRMAN AND TRUSTEES

PRESENT:

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

ABSENT:

None.

STAFF

PRESENT:

Amanda Mullins, City Attorney
Leasa Furr, Asst. City Manager
Susan M. McDaniel, City Clerk
G. G. Music, Asst. Police Chief
Tony Samaniego, Fire Chief
Kyle Marks, Park & Rec Director
Shae Mortimer, Marketing & Civic Engagement Manager

ITEM 2.

Consent Docket: ITEM 2a thru ITEM 2e

ITEM 2a.

Acceptance of the minutes for the May 17, 2021 regular meeting and acceptance of the Minutes of the May 19, 2021 Special Meeting.

ITEM 2b.

Acceptance of Claims List.

ITEM 2c.

Accept and ratify the letter of engagement with Crawford and Associates for financial consulting service.

ITEM 2d.

Accept and ratify the letter of engagement with Angel, Johnson & Blasingame to perform financial audit services.

TIME 7:11 P.M.

ITEM 2e. Accept and ratify the change in Health Insurance to Aetna.

*Motion by Trustee Boyd, second by Trustee Ashanti-Alexander to approve Item 2a thru Item 2e.

Roll call vote:

Ayes:" Grayson, Hebblethwaite, Sikes, Gerdes, VanDyck, Ashanti-Alexander, Boyd, Nelson and Mosley

"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. Discussion and Consideration:

ITEM 4a. Discussion, consideration and possible action to approve the land lease contract between the Chickasha Municipal Authority and Terry McCool dba McCool Farms.

Item Pulled from Agenda.

ITEM 5. Motion to Adjourn.

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

Meeting adjourned.

TIME: 7:13 PM

Approved this 21st day of June 2021.

Chris Mosley, Chairman

(ATTEST)

Susan M. McDaniel, City Clerk



City of
CHICKASHA

Meeting Type: CMAA Agenda 6-21-2021

Meeting Date: 6/21/2021

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:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: June 21, 2021	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: CMAA Agenda 6-21-2021

Meeting Date: 6/21/2021

Department: Finance

Agenda Item No. 2.c.

AGENDA ITEM: Acceptance of the Financials for May 2021.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept Financials for May 2021.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: June 7, 2021	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: CMAA Agenda 6-21-2021

Meeting Date: 6/21/2021

Department: City Clerk

Agenda Item No. 2.d.

AGENDA ITEM: Accept and ratify the Workers' Compensation renewal with OMAG.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept and ratify the Workers' Compensation renewal with OMAG.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: June 21, 2021	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: CMAA Agenda 6-21-2021

Meeting Date: 6/21/2021

Department: City Clerk

Agenda Item No. 4.a.

AGENDA ITEM: Discussion, consideration and possible action to approve the land lease contract between the Chickasha Municipal Airport Authority and Terry McCool dba McCool Farms.

I. BACKGROUND/DESCRIPTION:

- The Chickasha Municipal Airport Authority owns approximately 519 acres, at the Chickasha Industrial Park and Airport. For several years, this property has been used as pasture land, cultivated land and bailing hay.
- Mr. McCool indicated to Staff that he wished to renew the lease on May 26, 2021.
- The current contract expires June 30, 2021. If approved, the term of the new contract will begin July 1, 2021 and expire on June 30, 2022.
- History: CMAA has been in contract with Mr. McCool since June, 1996 - Land Lease rent

II. RECOMMENDED ACTION:

Approve contract between the Chickasha Municipal Airport Authority and Mr. Terry McCool as pasture land, cultivated land and bailing hay as specified in the contract.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Susan M. McDaniel, City Clerk	Fund	Account	Amount
	(To)39-Misc. Airport Revenues		
	FUND	ACCOUNT	AMOUNT
Meeting Date:	(From)		

June 21, 2021		
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V. ATTACHMENTS:

1. Terry McCool - DBA McCool Farms -2021-2022

**CHICKASHA MUNICIPAL AIRPORT AUTHORITY
AGRICULATURAL LAND
CONTRACT AND LEASE AGREEMENT**

This Lease Agreement made and entered into this _____ day of _____ 2021, by and between the Chickasha Municipal Airport Authority, an authority of the City of Chickasha, a Municipal Corporation of the State of Oklahoma, Landlord, and Terry McCool dba McCool Farms, Tenant.

WITNESSETH:

PAYMENT AND TERMS

1. That the Landlord is the owner of the Chickasha Airport Industrial Park and the land surrounding the Chickasha Municipal Airport, Grady County, Oklahoma, and the Landlord wishes to lease to the Tenant, and the Tenant desires to lease from the Landlord that portion of said Property described as follows:

TRACT 1:

The SW ¼ of the SW ¼ of Section 5; and the S ½ of the SE ¼ of Section 6; and the NE ¼ of Section 7; and the N ½ of the SE ¼ of Section 7; and the East 400 feet of the SE ¼ of the SE ¼ of Section 7; all being located in the T7N, R7W, I.M., Grady County, Oklahoma, containing 398 acres, more or less.

The said property described above, totals approximately 398 acres, consisting of 38 acres of pasture land and 360 acres of cultivated land.

TRACT 2:

The East 2,000 feet of the NW ¼ of section 8; and the East 2,000 feet of the N ½ of the SW ¼ of Section 8 all being located in T7N, R7W, I.M., Grady County, Oklahoma containing 121 acres, more or less.

Tract 2 will allow for the cutting and bailing of native grass hay only.

2. Therefore, for and in consideration of the mutual covenants and agreements contained herein, and the payments of cash rentals by the Tenant to the Landlord as herein provided, the Landlord hereby rents and leases the 519 acres of land to said Tenant as contained in

the above described property. Said property shall be used for pasture land, cultivated land and bailing hay as stated above only.

3. Landlord further rents and leases all of the above described real property for a period of one (1) year, beginning the July 1, 2021, and ending the 30th day of June 2022.
4. The annual cash rental shall be due and payable from the Tenant to the Landlord on the 1st day of October. The annual rental for this lease shall be Thirteen Thousand, Seven Hundred and Forty-Two dollars. (\$13,742.00).
5. It is further agreed by the Parties herein that the Landlord may cancel this lease agreement if any part of this agreement has been breached or violated by the Tenant. If the breach or violation of this contract should occur, the Tenant shall be given fifteen (15) days written notice to correct any violation of this contract noted by the Landlord and at the end of this time the Landlord may cancel the lease unless the Tenant has taken all necessary steps in order to correct said violation or breach. It is agreed by the parties that in the event of termination prior to the end of the full term of this lease that the Tenant shall vacate the leased premises within fifteen (15) days from the termination of the lease and shall return peaceable possession of the above described real property.

BOTH PARTIES HEREIN AGREE TO THE FOLLOWING
SPECIFIC TERMS AND PROVISIONS:

1. Tenant shall make rental payments to the Landlord as set forth in Paragraph 4 above.
2. Tenant agrees to prevent livestock or any other farming or ranching operation from creating erosion that may expose debris from the old landfill.
3. All culverts, cattle guards, gates and fences which constitute in place permanent improvements as of the first date written above shall be owned by the Landlord and maintained by the Tenant during the term of this lease.
4. The Landlord directs or approves installation of all permanent improvements such as fences, gates, cattle guards, etc. on the property. The Tenant shall provide all necessary labor and material for the installation. After the installation of said improvements, all such permanent improvements shall become the property of the Landlord and shall remain with the land at the termination of this lease.
5. Tenant agrees to cultivate only 360 acres in Tract One (1) land.
6. Tenant agrees that upon cutting and bailing native grass on hay land, the bales must be moved immediately 450 feet from the center of the airport runway. When bailing is completed, all bales must be removed from Airport Property within ten (10) days.

7. Tenant agrees that the area for agriculture purposes will be used by Tenant until the time that the City sells or develops the property. At that time, the Landlord will consider the Tenant's investments in the property and pay the Tenant a pro-rated amount for the lease of the acreage based on the months left in the contract period as well as the agreed upon cost of cultivated crops that will be removed due to the selling of the property or development.
8. Tenant agrees to comply with all U.S. Soil Conservation Service rules and guidelines concerning the land use, maintenance and protection.
9. Tenant agrees to comply with all U.S. Department of Agriculture, Agriculture Stabilization and Conservation Service rules and guidelines concerning land use. The Tenant will retain all the government payments.
10. Tenant shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Leased Premises by Tenant, its agents, employees, contractors or invitees without the prior written consent of Landlord, which Landlord shall not unreasonably withhold, condition or, delay as long as Tenant demonstrates to Landlord's reasonable satisfaction that such Hazardous Material is necessary or useful to Tenant's business and will be used, kept and stored within the Leased Premises in a manner that complies with all Laws regulating any such Hazardous Material. For the purposes of this agreement, the term "Hazardous Material" means any hazardous or toxic substance, material or waste that is or becomes regulated under any applicable Law, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table or by the Environmental Protection Agency as hazardous substances and amendments thereto.
11. The Landlord shall not be liable in any manner for the death or loss of livestock or other property of the Tenant and Tenant agrees to use the premises at his own risk.
12. Tenant agrees to promptly remove all dead livestock and animals.
13. The Landlord shall have the right to determine if and when any seismograph work is to be done upon any part of said property. Landlord shall give at least fifteen (15) days notices to the Tenant prior to the seismograph work if known to the Landlord. All revenues generated from such seismograph work shall belong to the Landlord.
14. The Landlord reserves the right to lease said lands or any part thereof, for oil and gas, or mining purposes, at any time and grant to any lessee hereunder the right of ingress and egress to and from said land for the purpose of carrying on mining or drilling operations. Surface damages shall be negotiated by and paid to the Landlord. All crop and grazing damages, however, are to be settled between the Tenant and any oil and gas mining lessee conducting any operations on said land. Any and all damages not related to crop or grazing damages as a result of any drilling operation or activities upon said land are hereby reserved

to the Landlord and the negotiations and settlement of said damages shall be made by the Landlord.

15. Tenant shall not assign or sublet this lease, or any part thereof, without first gaining a written approval by the Landlord except that Tenant may contract with third parties and allow third parties to graze cattle upon the leased premises. It shall remain Tenant's responsibility to assure that good grazing practices are followed and no over-grazing occurs.
16. Any changes in said lease must be agreed to by written amendment to this contract between the Landlord and the Tenant.
17. It is agreed between the parties that all terms and provisions of this lease are subject to the title covenants, restrictions and conditions under which the Landlord holds title and any and all rights and privileges are subject to said land, and the use thereof shall be binding upon the Tenant and shall supersede any and all terms of this agreement.
18. Tenant agrees to operate said land in accordance with good farming and ranching practices and to abide by all provisions of this lease.
19. If any portion of property subject to this lease becomes involved in litigation and such cannot continue as leased property under this lease agreement, the rental payment paid by the Tenant shall be reduced on a pro rata acreage basis. Tenant shall peacefully surrender possession of any property subject to this paragraph if so requested by the Landlord, within ten (10) days of written notification to the Tenant.
20. It is further agreed that no signs or other advertising shall be permitted to be displayed or placed upon said premises, including any commercial or political advertising, unless approved in writing by the Landlord.
21. 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.
22. The Tenant hereby agrees to indemnify and hold harmless the Landlord from any and all claims, demands, causes of actions, law suits arising as a result of the Tenant's operations upon the leased premises.
23. It is further agreed that the Tenant shall be responsible for completing all documents required by the Farm Service Agency to assure that the crop base and soil plan remain active.

24. It is further understood and agreed by the parties hereto that the Landlord may find it necessary during the term of this lease to use or sell a portion of the above-described real property. It is agreed by the parties hereto that should it be necessary for the Landlord to take possession of any portion of the property during the term of this lease that the Landlord may do so by giving thirty (30) days written notice to the Tenant of its intention to cancel the lease as to that portion of the property, or any part thereof, for the Landlord's use. The Tenant, upon receiving notice, shall give peaceful possession to the Landlord. Should the Landlord decide to use the property, or any portion thereof, and take possession of the property prior to the end of any lease term, the Tenant shall be entitled to receive reimbursement of rent actually paid in a proportion determined by the acres of land terminated from the lease as compared to the total acres of the lease for that tract. This amount shall then be prorated based upon the number of days remaining on the lease term for that tract.
25. This lease shall be binding and shall inure to the benefit of the heirs, executors, administrators, and assigns of both parties.

Executed this _____ day of _____, 2021

LANDLORD:

CHICKASHA MUNICIPAL AIRPORT AUTHORITY

By: _____
Chris Mosley, Chairman

ATTESTED: _____
Susan M. McDaniel, Secretary

By: _____
Terry McCool – DBA McCool Farms