

SPECIAL MEETING NOTICE AND AGENDA

**Sand Springs Municipal Authority
May 3, 2021 – 6:00 p.m.
Sand Springs Municipal Building
100 East Broadway – Room 211
Sand Springs, Oklahoma 74063**

Pursuant to 25 O.S. 304(2), members of the council may be present beginning at 5:00 p.m. for an informal gathering (individual and group photos); no business of the City will be discussed or acted on by a quorum prior to the stated meeting time.

Social distancing protocols recommended by public health officials will be observed at all times. All participants are expected to observe standard rules of decorum at all times.

1. **Call to Order** Time _____

2. **Roll Call**

Ward 1-Nollan _____ Ward 2-Dixon _____ Ward 3-Burdge _____
Ward 4-Riley _____ Ward 5-Wilson _____ Ward 6-Jackson _____
At Large-Spoon _____

3. **Consent Agenda (A-B)**

All matters listed under "Consent" are considered by the Trustees to be routine and will be enacted by one motion. Any Trustee may, however, remove an item from the Consent Agenda by request.

A) Approval, denial, amendment, or revision of a Supplemental Appropriation in the Municipal Authority Water Utility Fund for an increase to the Transfers Out-Capital Improvement Fund in the amount of \$150,000 and a decrease to the Unrestricted Net Assets in the amount of \$150,000; and in the Capital Improvement Fund for an increase to the Transfers In- MA Water Utility Fund in the amount of \$150,000 and an increase to the Dudley Complex Cleanup (new project) line item in the amount of \$150,000, as it relates to Dudley Complex Clean-Up project. (Public Works)

B) Approval, denial, amendment, or revision of a lease agreement by and between Sand Springs Municipal Authority and Noble Throwing, LLC, as it relates to property located at 216 N. Lincoln Ave., Sand Springs, Oklahoma. (Administration)

Motion _____ Second _____

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4. Adjournment Time _____

This agenda was filed in the office of the City Clerk and posted at 11:00 a.m. on April 29, 2021, in the display case at the front entrance of the Sand Springs Municipal Building, 100 E. Broadway, Sand Springs, Oklahoma 74063, by Kristin S. Johnston, Deputy City Clerk.


Kristin S. Johnston, Deputy City Clerk



City of Sand Springs Agenda Form

Meeting Date: May 3, 2021

Agenda: CC & MA

Item: Regular

Signature Items: No

Presented by: Derek Campbell/ TJ Davis

Subject: Supplemental Appropriation- Dudley Complex Cleanup

Item #: M3A

Cost: \$150,000

Recommendation: Approval

Synopsis:

Supplemental appropriation in the Municipal Authority Water Utility Fund for an increase to the Transfers Out- Capital Improvement Fund in the amount of \$150,000 and a decrease to the Unrestricted Net Assets in the amount of \$150,000; and in the Capital Improvement Fund for an increase to the Transfers In- MA Water Utility Fund in the amount of \$150,000 and an increase to the Dudley Complex Cleanup (new project) line item in the amount of \$150,000.

Details:

This project was included in the approved FY22 budget; however, staff has determined this project needs to get started prior to the July 1st date when the new fiscal year begins. Therefore, staff is requesting to advance fund the Dudley Complex Cleanup project now. After July 1st, the budget will be adjusted accordingly.

LEASE AGREEMENT

This Lease is made this ___ day of _____, 2021, by and between **SAND SPRINGS MUNICIPAL AUTHORITY**, an Oklahoma Corporation (hereafter called "SSMA") and the **Noble Throwing, LLC, an Oklahoma Limited Liability Company** for the property and building at **216 N. Lincoln Ave., Sand Springs, OK 74063**.

WITNESSETH:

SSMA, for and in consideration of the payment of the rent and the performance of the covenants and agreements by Noble Throwing, LLC herein contained, does hereby lease to Noble Throwing, LLC and Noble Throwing, LLC does hereby lease from SSMA, the real property and all improvement thereon more particularly described as the building and parking lot outlined on the attachment hereto in Sand Springs, Oklahoma ("**Premises**").

Article 1. Term

The term of this Lease shall be for Three (3) years ("**Initial Term**") commencing on the Commencement Date which the parties agree will be within 30 days of the following execution day of ___ day of _____, 2021, and shall continue on a month to month basis. At the conclusion of the Three (3) year term, Noble Throwing, LLC reserves the first right to negotiate a new lease. Either party may terminate the lease by giving 60 days written notice.

Article 2. Rent, Security Deposit, Allowance, and Permit Fees

Noble Throwing, LLC in consideration of the Lease, covenants and agrees to pay as rent for said Premises as follows: \$0 for months one through six (1-6), \$1,562.50 per month for months seven through eighteen (7-18), and \$1,875.00 per month for months nineteen through thirty-six (19-36)

No Security Deposit will be required as part of the lease. However, Noble Throwing, LLC obligations hereunder include leaving the premises in the same condition or better as they received, normal wear and tear expected. Noble Throwing, LLC shall be charged for any repairs and expenses required. Any expenses incurred shall be paid in full and are the responsibility of the Noble Throwing, LLC.

The SSMA does hereby agree to provide Noble Throwing, LLC a \$4,000 buildout allowance for renovation expenses. This fee to be made payable to Noble Throwing, LLC in the form a check issued after the effective date of the lease as described in Article 1. In order to be issued payment the SSSDA will need to receive a request for payment or invoice for that amount from Noble Throwing, LLC.

Further, Permit Fees will be waived by the City of Sand Springs related to any commercial

remodel permits needed to initially get the building modified and open for occupancy.

Article 3. Late Fees/Default by Noble Throwing, LLC

Noble Throwing, LLC will pay said rents on the first (1st) day of each month and said rent and expense fee shall be considered late if not paid by the ninth (9th) day of said month. Noble Throwing, LLC shall pay to the City of Sand Springs on behalf of the SSMA the sum of \$370.00 as late fees for each monthly rental payment unpaid to SSMA by the ninth (9th) day of the month due. Failure to make timely payments for three (3) consecutive months may result in the termination of the lease.

However, if Noble Throwing, LLC shall fail to pay any installment of the rent or monthly expense fee by the tenth (10th) day of the month due, SSMA shall have the right, at SSMA's option, to terminate this Lease and the term hereof, as well as the right, title and interest of Noble Throwing, LLC hereunder, by giving Noble Throwing, LLC five (5) days notice in writing of such intention, and upon the expiration of the time fixed in such notice, if such default be not cured prior thereto, this Lease and the term hereof, as well as all the right, title and interest of Noble Throwing, LLC hereunder, shall wholly cease and expire and Noble Throwing, LLC shall immediately quit and surrender the Premises to SSMA and SSMA may re-enter the Premises and take possession of all or any part thereof, and remove all property and persons therefrom and shall not be liable for any damage therefore or for trespass. Termination of said Lease shall not release Noble Throwing, LLC of his financial responsibilities under this Lease and any unpaid rent shall become immediately due and payable in full, without offset.

Article 4. Use of Premises, Sub-Lease and Security

Noble Throwing, LLC is hereby given the privilege of using the Premises for the purpose of running and operating Noble Throwing, LLC to include services such as but not limited to axe throwing, serving of alcoholic beverages, sales of merchandise, hosting of private parties/events, and other accessory uses customary to the intended use. The property shall not be used in any manner not considered customary to the aforementioned axe throwing business.

No hazardous materials shall be used or stored on the premises. Noble Throwing, LLC shall not be authorized to sub-lease any space within the building with prior consent of the SSMA or their designee.

The parties agree that: (a) Noble Throwing, LLC can add whatever additional security devices they deem appropriate to their specific leasehold property; (b) any security devices requested or needed by Noble Throwing, LLC shall be Noble Throwing, LLC responsibility, including maintenance and repair of any door locks and/or other locking devices; and (c) upon installation of any such devices by the Noble Throwing, LLC SSMA shall be provided ability to have access by duplicate key or security code.

Article 5. Indemnification

Noble Throwing, LLC shall indemnify and hold SSMA harmless from and against any and all liability, claims, damages, penalties, or judgments arising from or in any way connected with injury to person or property sustained by action in and about the Premises in custody and control of Noble Throwing, LLC during the term of this Lease, except for such claims, damages, penalties, judgments, or liabilities arising out of any acts of SSMA, SSMA's officers, agents, servants, employees, or contractors. If SSMA shall, without fault on its part, be made a part of any litigation commenced by or against Noble Throwing, LLC, Noble Throwing, LLC shall protect and hold SSMA harmless and pay all costs, expenses and attorney's fees that may be incurred or paid by SSMA in enforcing the covenants and agreements of this Lease.

Article 6. Waiver of Subrogation Clause

SSMA and Noble Throwing, LLC hereby release the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire or any of the extended coverage or supplementary contract casualties, even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible, provided, however, that this release shall be applicable in force and effect only with respect to loss or damage occurring at such a time that the releaser's policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releaser to recover thereunder.

Article 7. Fire and Hazard Insurance

SSMA, at its sole cost and expense, shall, at all times during the Initial Term and all Additional Terms, keep the Premises insured against loss or damage by fire, hazards pursuant to the SSMA's existing property insurance policy.

Noble Throwing, LLC shall be responsible for insuring the contents at the Premises.

Article 8. Liability Insurance

At all times during the Term of the lease, Noble Throwing, LLC at its own expense, shall maintain and keep in force for the mutual benefit of SSMA and Noble Throwing, LLC naming the SSMA as an additional named insured, general public liability insurance against claims for personal injury, death or property damage

Article 8. Liability Insurance

At all times during the Term of the lease, Noble Throwing, LLC at its own expense, shall maintain and keep in force for the mutual benefit of SSMA and Noble Throwing, LLC naming the SSMA as an additional named insured, general public liability insurance against claims for personal injury, death or property damage occurring in or about the Premises or sidewalks or areas adjacent to the Premises to afford protection to the limit of not less than One Million Dollars (\$1,000,000.00) in respect to injury or death of a single person and to the limit of not less than Two Million Dollars (\$2,000,000.00) in respect to any one accident and to the limit of not less than One Million Dollars (\$1,000,000.00) in respect to property damage. In order to evidence the coverage in effect, Noble Throwing, LLC shall provide SSMA with a copy of said policy. Noble Throwing, LLC agrees to obtain a written obligation from the insurers to notify SSMA in writing at least ten (10) days prior to cancellation or refusal to renew any such policies. Should Noble Throwing, LLC fail to carry such public liability insurance, SSMA may, at its option, cause public liability insurance as aforesaid to be issued, and in such event, Noble Throwing, LLC agrees to pay the premiums for such insurance promptly, upon SSMA's demand, as additional rent.

Article 9. Maintenance

Noble Throwing, LLC shall commit no act of waste and shall take good care of the Premises and the fixtures and appurtenances on the Premises.

Noble Throwing, LLC agrees to perform routine building and facility maintenance tasks valued at \$1,000 (one-thousand dollars) or less per occurrence, related to the annual performance of the building including but not limited to: maintain the structure, landscaping, lawn, trees and shrubs and any/all appliances furnished, HVAC system; light fixtures; toilet and plumbing fixtures, flooring system, ceiling system; paint systems doors and cabinetry; window systems, pest control and mechanical equipment located in the property at the commencement of this lease. Noble Throwing, LLC shall be responsible for the costs associated with this work.

In the event Noble Throwing, LLC should fail to address the repairs and maintenance issues as required, SSMA shall have the right to terminate this Lease upon thirty (30) days written notice.

SSMA warrants that all fixtures and equipment are in good working order at the commencement of this Lease.

SSMA will be responsible for replacement but not maintenance of HVAC units during the lease term.

All improvements made by Noble Throwing, LLC to the Premises that are so attached to the Premises that they cannot be removed without material injury to the Premises shall become the property of City of Sand Springs on behalf of the SSMA on installation.

Not later than the last day of prior to the expiration of the Lease, Noble Throwing, LLC shall, at Noble Throwing, LLC own expense, remove all of Noble Throwing, LLC personal property and those improvements made by Noble Throwing, LLC that have not become the property of SSMA and surrender the Premises in as good condition as they were at the beginning of the term, reasonable wear and tear excepted. All property of Noble Throwing, LLC remaining on the Premises after the last day of the term of this Lease shall be conclusively deemed abandoned and becomes the property of the SSMA.

Article 10. Alterations and Additions

Noble Throwing, LLC shall make no alterations or additions to the Premises without the prior written consent of the SSMA.

Article 11. Tenant Improvements

Any tenant proposed change or addition shall be submitted to the SSMA, in advance, for review and approval prior to the beginning of any work, with approval not to be unreasonably withheld.

The SSMA is granted a lien on all equipment and fixtures in the premises.

Article 12. Damage or Destruction to the Premises

In the event of damage or destruction to the Premises, SSMA or Noble Throwing, LLC shall be allowed to cancel the Lease if the SSMA cannot restore the Premises within sixty (60) days. If the SSMA can restore the Premises within said sixty (60) days, the SSMA shall commence to do so diligently. SSMA shall notify Noble Throwing, LLC in writing within fifteen (15) days of said damage or destruction of its ability to restore the Premises within sixty (60) days or not. If restoration is not completely restored within sixty (60) days, or cannot be restored within sixty (60) days, Noble Throwing, LLC shall have the immediate right to cancel the Lease effective from the date of occurrence of said damage or destruction, and Noble Throwing, LLC shall have no further liability to SSMA. Rent payable hereunder for the period during which such damage, repairs or restoration continues shall be abated.

Article 13. Payment of Utility Charges

Noble Throwing, LLC shall be responsible to provide and pay all utility services not outlined herein.

Article 14. SSMA's Right to Access

Noble Throwing, LLC shall permit SSMA and his agents to enter upon said Premises at all reasonable times during business hours to examine the condition of the same.

Article 15. Prohibited Liens

Noble Throwing, LLC shall keep the Premises and Noble Throwing, LLC interest therein free from any liens arising out of any work performed on the Premises, materials furnished thereto or obligations incurred by Noble Throwing, LLC.

Noble Throwing, LLC shall indemnify, defend and hold SSMA harmless against liability, loss, damage, cost, and all other expenses (including without limitation, reasonable attorney's fees) arising out of claims of liens for obligations incurred by, or work performed or materials or supplies furnished to or for the benefit of, Noble Throwing, LLC or persons claiming under Noble Throwing, LLC.

Article 16. Signs

Noble Throwing, LLC shall have the privilege and right of placing on the Premises with Landlord approval. Advanced Landlord approval is required before sign installation. The Noble Throwing, LLC shall comply with all laws, ordinances, plat and deed restrictions, and lawful regulations applicable to the erection, maintenance and the removal of said signs, and damage and injury from the maintenance of said signs shall be expressly included in the above mentioned liability insurance.

Article 17. Service of Notice

Every notice, approval, consent or other communication authorized or required by this Lease shall be in writing and sent by certified or registered mail to the other party at the following address or at such other address as may be designated by notice in writing given from time to time and shall be deemed given as of the date of mailing.

If to SSMA: **SAND SPRINGS DEVELOPMENT AUTHORITY**
c/o Brad

Bates
100 E. Broadway St., Sand Springs, OK 74063

If to Noble Throwing, LLC:

2448 E 81st St, Suite 2044, Tulsa OK 74137

Article 18. Quiet Enjoyment

SSMA hereby covenants and agrees to and with Noble Throwing, LLC that Noble Throwing, LLC shall have the peaceable possession and enjoyment of the Premises throughout the term of this Lease without any hindrances, disturbance, or ejection by SSMA, its successors and assigns. SSMA represents and warrants that it has full right and authority to enter into and perform its obligations as SSMA under this Lease for the full term hereof.

Article 19. Attorney's Fees

If either party becomes a party to any litigation concerning this Lease, the Premises or the building or other improvements in which the Premises are located, by reason of any act or omission of the other party or its authorized representatives, the party that causes the other party to become involved in the litigation shall be liable to that party for the reasonable attorney fees and court costs incurred by it in the litigation.

If either party commences an action against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney fees and costs of suit.

Article 21. Brokerage Disclosure

n/a

Article 22. Governing Law

This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Oklahoma.

Article 23. Entire Agreement

No oral statement or prior written matter shall have any force of effect, provided, however, the Parties hereto agree that neither is relying on any representations or agreements other than those contained in this Lease. This agreement shall not be modified or canceled except by writing subscribed by all parties.

Article 24. Parties

Except as otherwise expressly provided herein, the covenants, conditions, and agreements contained in this Lease shall bind and inure to the benefit of SSMA and Noble Throwing, LLC and their respective successors and assigns.

"Noble Throwing, LLC"

Witness:

Signature

Printed Name

"SSMA"
Sand Springs Municipal Authority

By _____

Witness:

Signature

Printed Name