

The City of Muskogee encourages participation from all citizens in public meetings if participation is not possible due to disability, please notify the City Clerk in writing at least forty-eight hours prior to the scheduled meeting and necessary accommodations will be made. (ADA/36).

AMENDED
SPECIAL CALL AGENDA
MUSKOGEE AIRPORT BOARD MEETING
FEBRUARY 21, 2025

Official action can only be taken on items which appear on the agenda. The public 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 public body may refer the matter to Staff or back to Committee or the recommending body.

Under certain circumstances, items are deferred to a specific date or stricken from the agenda entirely.

**SPECIAL CALL SESSION - 4:00 P.M. - MUSKOGEE-DAVIS REGIONAL AIRPORT
TERMINAL, 1201 SABRE STREET, MUSKOGEE, OKLAHOMA**

ROLL CALL

- 1 Consider approval of Airport Board Minutes of January 15, 2025, or take other necessary action.
- 2 Receive Airport Manager's Report, and take other necessary action. (Drew Saffell)
- 3 Consider approval of Financial Statements for December 2024, or take other necessary action.
- 4 Discussion and/or update on the upcoming Tora! Tora! Tora! practice flights and planned event "1st Annual Salute to Service" to be held in March, or take other necessary action.
- 5 Review and discuss the airport's 5-year Capital Improvent Plan (CIP) which began with FY25 on July 1, 2024, or take other necessary action. (Tyler Evans)
- 6 Discuss and/or recommend to City Council the approval of the revised ground lease on the Hangar Park Addition of the Muskogee-Davis Regional Airport between the City of Muskogee and Ronald & Kymber Thomas, or take other necessary action.

ADJOURN

Special Call Airport Board Agenda

1.

Meeting Date: 02/21/2025

Initiator: TrishaJoAnn Terrell, Executive Assistant

Department: Assistant City Manager

Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval of Airport Board Minutes of January 15, 2025, or take other necessary action.

BACKGROUND:

RECOMMENDED ACTION:

Staff recommends approval.

Fiscal Impact

Attachments

01152025 AB Minutes

MINUTES

OF THE AIRPORT BOARD OF THE CITY OF MUSKOGEE, OKLAHOMA, MET IN A REGULAR MEETING AT THE MUSKOGEE-DAVIS REGIONAL AIRPORT TERMINAL JANUARY 15, 2025

Members of the Airport Board of the City of Muskogee, Oklahoma, met in a Regular Scheduled Meeting at 4:00 p.m. on January 15, 2025, at Muskogee-Davis Regional Airport Terminal, 1201 Sabre Street, Muskogee, Oklahoma.

The meeting was called to order and the roll was called as follows:

Present: Tyler Evans, Chair; Gary Wright, Board Member; Danny Dunlap, Vice Chair; CB Abel, Board Member; W. Patrick Cale, Board Member

Absent: Carlise Roberts, Board Member; John Lange, Board Member

Staff Present: Roger Kolman, Interim City Manager; Drew Saffell, Airport Manager; Judy Villalobos, Executive Assistant

- 1 Consider approval of Airport Board Minutes of December 18, 2024, or take other necessary action.

Motion was made by Board Member CB Abel, seconded by Vice Chair Danny Dunlap to approve Airport Board Minutes of December 18, 2024.

AYE: Chair Tyler Evans, Board Member Gary Wright, Vice Chair Danny Dunlap, Board Member CB Abel

Carried - Unanimously

- 2 Consider approval of Financial Statements for November 2024, or take other necessary action.

Motion was made by Board Member CB Abel, seconded by Board Member Gary Wright to approve Financial Statements for November 2024.

AYE: Chair Tyler Evans, Board Member Gary Wright, Vice Chair Danny Dunlap, Board Member CB Abel

Carried - Unanimously

Mayor W. Patrick Cale entered the meeting at 4:15 p.m.

- 3 Receive Airport Manager's Report, and take other necessary action. (Drew Saffell)

Airport Manager Drew Saffell reported on the following; t-hangars, fuel flow fees, storm damage repair costs from OMAG, heating and air contractor hired by the Facilities department, waiting for a contractor to come out and diagnose a problem with a different unit, the one that provides climate control for the Pilots Lounge and Davis Field Aviation's office in the terminal building, vending machine issues are now resolved, Cook Consulting is waiting on final pats to arrive to repair the door in the FBO's large rental hanger, T-204, a contractor is in the process of repairing the storm damage on the north wall of Davis Field Aviations's FBO Hangar, the parking issue with Skydive Cherokee has been resolved, a memorandum of understanding with the Oklahoma Army National Guard allowing for periodic continued ATC training at the airport has been executed. Airport Manager Drew Saffell has reached out to Grissom Aviation Museum in Peru, Indiana and the USAF Museum in Dayton, Ohio in order to acquire a replacement T-33 for the highway display.

- 4 (NO ACTION) Discuss possible parking options and solutions for current airport operations and future use, or take necessary action. (Tyler Evans)

Chair Tyler Evans met with the Public Works Director Mike Stewart to get suggestions for additional parking at the airport. It was suggested of a possibility of receiving mill and overlay materials in the spring. This could possibly be used as a foundation for parking. Public Works might have fabric to provide for the base of the parking lot as well.

Interim City Manager Roger Kolman stated a Civil Engineer would need to be involved in the proposed parking lot schematics. Direction was given to Staff to get the square footage and a preliminary design for parking.

- 5 (NO ACTION) Discuss vending machine services at Muskogee-Davis Regional Airport, or take other necessary action.

Airport Manger Drew Saffell has resolved this issue as discussed in the Manager's Report.

There being no further business, the meeting was adjourned.

TYLER EVANS, CHAIRPERSON

JUDY VILLALOBOS, SECRETARY

Special Call Airport Board Agenda

3.

Meeting Date: 02/21/2025
Submitted For: Roger Kolman, Assistant City Manager
Initiator: TrishaJoAnn Terrell, Executive Assistant
Department: Assistant City Manager
Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval of Financial Statements for December 2024, or take other necessary action.

BACKGROUND:

Attachedf are the financial statements for the month ended December 31, 2024.

RECOMMENDED ACTION:

Staff recommends approval.

Fiscal Impact

Attachments

12.2024 Financials
Aging Report

City of Muskogee
Airport Fund (520)
Balance Sheet
Unaudited

Account	Title	FY2025											
		Period 01	Period 02	Period 03	Period 04	Period 05	Period 06	Period 07	Period 08	Period 09	Period 10	Period 11	Period 12
101.10.00	Cash in Bank	570,166.34	564,672.39	572,289.94	532,259.54	591,389.47	599,417.13						
115.10.00	Accounts Receivable	3,502.57	10,457.56	8,240.56	7,873.56	8,906.56	3,389.56						
161.10.00	Land	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00						
162.10.00	Buildings	980,703.37	980,703.37	980,703.37	980,703.37	980,703.37	980,703.37						
162.20.00	Infrastructure	6,128,585.05	6,128,585.05	6,128,585.05	6,128,585.05	6,128,585.05	6,128,585.05						
162.80.00	Accum Depreciation	(640,202.17)	(640,202.17)	(640,202.17)	(640,202.17)	(640,202.17)	(640,202.17)						
162.80.20	Accum Deprec. Inf	(1,828,167.11)	(1,828,167.11)	(1,828,167.11)	(1,828,167.11)	(1,828,167.11)	(1,828,167.11)						
164.10.00	Machinery and Equip	45,371.75	45,371.75	45,371.75	45,371.75	45,371.75	45,371.75						
164.80.00	Accum Depreciation	(47,680.08)	(47,680.08)	(47,680.08)	(47,680.08)	(47,680.08)	(47,680.08)						
Total Assets		5,215,279.72	5,216,740.76	5,222,141.31	5,181,743.91	5,241,906.84	5,244,417.50	-	-	-	-	-	-
202.10.00	Acct Payable	10,316.16	2,878.36	44,932.78	61,802.06	5,843.95	7,154.92						
203.20.00	Accrued Payroll	-	-	-	-	-	-						
Total Liabilities		10,316.16	2,878.36	44,932.78	61,802.06	5,843.95	7,154.92	-	-	-	-	-	-
245.00.00	Reserve for Enc.	31,433.44	92,049.17	252,242.79	190,451.16	193,394.07	183,466.12						
249.00.00	Reserve PV Enc.	648,583.81	648,573.82	648,573.82	648,573.82	648,573.82	648,573.82						
	Ret Earnings	4,524,946.31	4,473,239.41	4,276,391.92	4,280,916.87	4,394,095.00	4,405,222.64						
Total Equity		5,204,963.56	5,213,862.40	5,177,208.53	5,119,941.85	5,236,062.89	5,237,262.58	-	-	-	-	-	-
Total Liab + Equity		5,215,279.72	5,216,740.76	5,222,141.31	5,181,743.91	5,241,906.84	5,244,417.50	-	-	-	-	-	-

City of Muskogee
Airport Fund (520)
Statement of Revenues and Expenses
Unaudited

Account	Title	FY2025											
		Period 01	Period 02	Period 03	Period 04	Period 05	Period 06	Period 07	Period 08	Period 09	Period 10	Period 11	Period 12
331.10.00	Federal Grants	-	-	-	-	117,509.32	-	-	-	-	-	-	-
343.10.00	Grazing Fees	-	-	-	-	-	-	-	-	-	-	-	-
343.20.00	Airport Rental	14,746.12	22,918.11	15,296.12	12,562.79	12,562.79	12,562.79	-	-	-	-	-	-
343.30.00	Hanger Leases	1,615.00	-	1,140.00	3,040.00	-	-	-	-	-	-	-	-
361.10.00	Interest Rev	3,829.76	3,918.60	3,586.72	2,914.59	3,013.18	3,141.03	-	-	-	-	-	-
363.20.00	Facility Rental	1,000.00	-	1,000.00	2,000.00	1,000.00	-	-	-	-	-	-	-
390.90.00	Other Misc. Inc.	3,562.50	-	789.30	100.00	-	-	-	-	-	-	-	-
Total Revenue		24,753.38	26,836.71	21,812.14	20,617.38	134,085.29	15,703.82	-	-	-	-	-	-
430.11.00	Regular Wages	6,154.58	1,059.42	-	1,236.53	6,654.42	3,689.70	-	-	-	-	-	-
430.18.00	Uniforms	-	-	-	-	100.00	-	-	-	-	-	-	-
430.21.00	Fica/MC	470.82	81.04	-	94.59	547.31	282.26	-	-	-	-	-	-
430.22.00	Pensions	473.78	90.23	-	103.39	566.05	297.15	-	-	-	-	-	-
430.23.00	Group Insur.	585.32	812.92	812.92	812.92	1,219.38	812.92	-	-	-	-	-	-
430.31.30	Premiums, Ins.	2,493.00	-	-	-	-	-	-	-	-	-	-	-
430.34.10	Advertising	-	-	270.00	-	-	-	-	-	-	-	-	-
430.35.10	Travel/Educ.	-	-	-	-	-	-	-	-	-	-	-	-
430.35.20	Memberships	-	-	-	-	-	-	-	-	-	-	-	-
430.39.90	Services - Other	4,085.49	12,513.67	11,045.52	10,300.67	3,140.19	2,459.16	-	-	-	-	-	-
430.41.20	Postage/Freight	-	-	-	-	-	-	-	-	-	-	-	-
430.43.10	Utilities	2,401.90	2,734.41	2,912.65	198.02	3,994.70	1,885.73	-	-	-	-	-	-
430.46.25	Buildings/Grounds	218.95	82.37	3,024.05	2,800.00	-	4,265.00	-	-	-	-	-	-
430.52.30	Office Supplies	-	-	-	-	-	-	-	-	-	-	-	-
430.52.40	Janitorial Supp	-	208.78	69.11	102.76	-	704.97	-	-	-	-	-	-
430.52.50	Gasoline	-	-	-	-	1,603.00	-	-	-	-	-	-	-
430.52.70	Small Tools	-	-	-	-	-	-	-	-	-	-	-	-
430.52.90	Misc. Op Supp	163.17	345.04	244.08	140.94	139.20	107.24	-	-	-	-	-	-
430.62.40	Improvements	-	-	40,181.92	62,000.00	-	-	-	-	-	-	-	-
430.62.97	Runway Lights	-	-	-	-	-	-	-	-	-	-	-	-
430.64.50	New Equipment	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses		17,047.01	17,927.88	58,560.25	77,789.82	17,964.25	14,504.13	-	-	-	-	-	-
Net Income (loss)		7,706.37	8,908.83	(36,748.11)	(57,172.44)	116,121.04	1,199.69	-	-	-	-	-	-

City of Muskogee
Airport Fund (520)
Statement of Cash Flows
Unaudited

	FY2025											
	Period 01	Period 02	Period 03	Period 04	Period 05	Period 06	Period 07	Period 08	Period 09	Period 10	Period 11	Period 12
Net Income (loss)	7,706.37	8,908.83	(36,748.11)	(57,172.44)	116,121.04	1,199.69	-	-	-	-	-	-
Beginning A/R	21,867.60	3,502.57	10457.56	8,240.56	7,873.56	8,906.56	-	-	-	-	-	-
Ending A/R	(3,502.57)	(10,457.56)	(8,240.56)	(7,873.56)	(8,906.56)	(3,389.56)	-	-	-	-	-	-
	18,365.03	(6,954.99)	2,217.00	367.00	(1,033.00)	5,517.00	-	-	-	-	-	-
Beginning A/P	(5,441.56)	(10,316.16)	(2,878.36)	(45,027.02)	(61,802.06)	(5,843.95)	-	-	-	-	-	-
Ending A/P	10,316.16	2,878.36	45,027.02	61,802.06	5,843.95	7,154.92	-	-	-	-	-	-
	4,874.60	(7,437.80)	42,148.66	16,775.04	(55,958.11)	1,310.97	-	-	-	-	-	-
Net Change in Cash	30,946.00	(5,483.96)	7,617.55	(40,030.40)	59,129.93	8,027.66	-	-	-	-	-	-
Beginning Cash	539,210.35	570,166.34	564,672.39	572,289.94	532,259.54	591,389.47	-	-	-	-	-	-
Ending Cash	570,166.34	564,672.39	572,289.94	532,259.54	591,389.47	599,417.13	-	-	-	-	-	-

PREPARED 02/14/2025, 10:45:50
PROGRAM GM360L
CITY OF MUSKOGEE

ACCOUNT ACTIVITY LISTING

PAGE 1
ACCOUNTING PERIOD 05/2025

GROUP	PO	ACCTG	---	TRANSACTION---				
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS
								CURRENT BALANCE

FUND 520 AIRPORT FUND
520-0000-343.20-00 AIRPORT / AIRPORT RENTAL
2813 06/25 AJ 12/01/24 MR

MISC RECEIVABLES

ACCOUNT TOTAL

.00

12,562.79

12,562.79-

520-0000-361.10-00 INTEREST REVENUE / INTEREST REVENUE
3500 06/25 CR 01/08/25 03500 POOLED EQUITY INTEREST

ACCOUNT TOTAL

.00

3,141.03

3,141.03-

FUND TOTAL

.00

15,703.82

15,703.82-

GRAND TOTAL

.00

15,703.82

15,703.82-

PREPARED 02/14/2025, 10:46:38
PROGRAM GM360L
CITY OF MUSKOGEE

ACCOUNT ACTIVITY LISTING

PAGE 2
ACCOUNTING PERIOD 05/2025

GROUP	PO	ACCTG	-----	TRANSACTION-----	DEBITS	CREDITS	CURRENT BALANCE
NBR	NBR	PER	CD	DATE	NUMBER	DESCRIPTION	
FUND 520 AIRPORT FUND							
520-6070-430.43-10	UTILITY SERVICES / UTILITIES					continued	
3512 250795	06/25 AP 12/18/24 024805	OKLAHOMA NATURAL GAS			96.90		
BLANKET PURCHASE ORDER							
3512 250894	06/25 AP 12/17/24 0248052	OG&E - ACCT #35947999-5C			1,788.83		
BLANKET PURCHASE ORDER							
ACCOUNT TOTAL					1,885.73	.00	1,885.73
520-6070-430.46-25 REPAIR & MAINTENANCE / BUILDING AND GROUNDS							
3206 251554	06/25 AP 12/10/24 0247754	HARRIS SR, SH'PONE A			2,132.50		
BLANKET PURCHASE ORDER							
4170 251554	06/25 AP 12/10/24 0248660	HARRIS SR, SH'PONE A			2,132.50		
BLANKET PURCHASE ORDER							
ACCOUNT TOTAL					4,265.00	.00	4,265.00
520-6070-430.52-40 OPERATING SUPPLIES / JANITORIAL SUPPLIES							
3661 250788	06/25 AP 12/31/24 0248200	SADLER PAPER COMPANY			570.29		
BLANKET PURCHASE ORDER							
3290 250786	06/25 AP 10/30/24 0247831	LOWES			134.68		
BLANKET PURCHASE ORDER							
ACCOUNT TOTAL					704.97	.00	704.97
520-6070-430.52-90 OPERATING SUPPLIES / MISC OPERATING SUPPLIES							
3512 250791	06/25 AP 12/27/24 0248000	DIRECTV LLC			107.24		
BLANKET PURCHASE ORDER							
ACCOUNT TOTAL					107.24	.00	107.24
FUND TOTAL					14,504.13	.00	14,504.13
GRAND TOTAL					14,504.13	.00	14,504.13

RECEIVABLES AGING REPORT

CUST ID	NAME	TYPE	CHARGE	DESCRIPTION	AGE	AMOUNT	UNPAID	BILLING DATE
137	LAGOW, VIRGIL	DF	DF001	P100#8	1YR	150.00	65.00	10/01/23
						150.00	150.00	11/01/23
						150.00	150.00	12/01/23
						150.00	150.00	1/01/24
						150.00	150.00	2/01/24
				TOTAL FOR AGE CATEGORY			665.00	
						150.00	150.00	3/01/24
						150.00	150.00	4/01/24
						150.00	150.00	5/01/24
						150.00	150.00	6/01/24
						150.00	150.00	7/01/24
						150.00	150.00	8/01/24
				TOTAL FOR AGE CATEGORY			900.00	
						150.00	150.00	9/01/24
						150.00	150.00	10/01/24
				TOTAL FOR AGE CATEGORY			300.00	
						150.00	150.00	11/01/24
				TOTAL FOR AGE CATEGORY			150.00	
						150.00	150.00	12/01/24
				TOTAL FOR AGE CATEGORY			150.00	
						150.00	150.00	1/01/25
				TOTAL FOR AGE CATEGORY			150.00	
						150.00	150.00	2/01/25
				TOTAL FOR AGE CATEGORY			150.00	
				TOTAL FOR CUSTOMER			2465.00	
138	DYNAMIC AVIATION	DF	DF002	T 204	C	3500.00	3500.00	2/01/25
				TOTAL FOR AGE CATEGORY			3500.00	
				TOTAL FOR CUSTOMER			3500.00	
980	WATTS, BOB	DF	DF002	CREDIT FOR DOUBLE BILLING	2YR	450.00-	450.00-	2/03/16
				TOTAL FOR AGE CATEGORY			450.00-	
			DF001	P-102 #7	030	250.00	200.00	1/01/25
				TOTAL FOR AGE CATEGORY			200.00	
						250.00	250.00	2/01/25
				TOTAL FOR AGE CATEGORY			250.00	
3161	ALPHA AVIATION	DF	DF001	T-201	C	836.56	836.56	2/01/25
						250.00	250.00	2/01/25
						150.00	150.00	2/01/25
				TOTAL FOR AGE CATEGORY			1236.56	
				TOTAL FOR CUSTOMER			1236.56	

RECEIVABLES AGING REPORT

CUST ID	NAME	TYPE	CHARGE	DESCRIPTION	AGE	AMOUNT	UNPAID	BILLING DATE
3525	JEFFRIES, LONNIE	DF	DF001	CREDIT FOR ONE-HALF OF NO	2YR	61.28-	61.28-	12/01/14
			DF002	P102-12	2YR	250.00	61.28	6/01/19
						250.00	250.00	7/01/19
				TOTAL FOR AGE CATEGORY			250.00	
				TOTAL FOR CUSTOMER			250.00	
3685	HARRISON, JOSEPH	DF	DF001	REFUND AUGUST PAYMENT	2YR	125.00-	12.50-	10/03/16
				TOTAL FOR AGE CATEGORY			12.50-	
				TOTAL FOR CUSTOMER			12.50-	
4667	FITZER, JUSTIN	DF	DF001	D F HANGAR RENT T	090	250.00	250.00	11/01/24
				TOTAL FOR AGE CATEGORY			250.00	
				TOTAL FOR AGE CATEGORY		250.00	250.00	12/01/24
				TOTAL FOR AGE CATEGORY		250.00	250.00	1/01/25
				TOTAL FOR AGE CATEGORY		250.00	250.00	2/01/25
				TOTAL FOR CUSTOMER			1000.00	
5556	WHATLEY PROPERTIES LLC	DF	DF002	P-102 #10	180	250.00	250.00	7/01/24
				TOTAL FOR AGE CATEGORY		250.00	250.00	8/01/24
				TOTAL FOR AGE CATEGORY		250.00	250.00	9/01/24
				TOTAL FOR AGE CATEGORY		250.00	250.00	10/01/24
				TOTAL FOR AGE CATEGORY		250.00	250.00	11/01/24
				TOTAL FOR AGE CATEGORY		250.00	250.00	12/01/24
				TOTAL FOR AGE CATEGORY		250.00	250.00	1/01/25
				TOTAL FOR AGE CATEGORY		250.00	250.00	2/01/25
				TOTAL FOR CUSTOMER			2000.00	
5799	THOMPSON, STEVE	DF	DF001	D F HANGAR RENT T	C	150.00	150.00	2/01/25
				TOTAL FOR AGE CATEGORY			150.00	
				TOTAL FOR CUSTOMER			150.00	

RECEIVABLES AGING REPORT

CUST ID	NAME	TYPE	CHARGE	DESCRIPTION	AGE	AMOUNT	UNPAID	BILLING DATE
6026	PARKS, MACK	DF	DF002	P102-#12	120	250.00	250.00	10/01/24
				TOTAL FOR AGE CATEGORY			250.00	
				TOTAL FOR AGE CATEGORY		250.00	250.00	11/01/24
				TOTAL FOR AGE CATEGORY		250.00	250.00	12/01/24
				TOTAL FOR AGE CATEGORY		250.00	250.00	1/01/25
				TOTAL FOR AGE CATEGORY		250.00	250.00	2/01/25
				TOTAL FOR CUSTOMER			1250.00	
6422	BELK PRITCHARD PROPERTIES	DF	DF001	P101, #2	C	150.00	150.00	2/01/25
				TOTAL FOR AGE CATEGORY		250.00	250.00	2/01/25
				TOTAL FOR CUSTOMER			400.00	
6809	LONG, JOHN D	DF	DF001	D F HANGAR RENT T	180	150.00	150.00	8/01/24
				TOTAL FOR AGE CATEGORY			150.00	
				TOTAL FOR CUSTOMER			150.00	
6822	FRITZ, JOSEPH	DF	DF001	D F HANGAR RENT P102-13	030	250.00	250.00	1/01/25
				TOTAL FOR AGE CATEGORY			250.00	
				TOTAL FOR AGE CATEGORY		250.00	250.00	2/01/25
				TOTAL FOR CUSTOMER			500.00	
6840	HERNANDEZ, JASON	DF	DF001	D F HANGAR P101 #9	030	150.00	150.00	1/01/25
				TOTAL FOR AGE CATEGORY			150.00	
				TOTAL FOR AGE CATEGORY		150.00	150.00	2/01/25
				TOTAL FOR CUSTOMER			300.00	
				GRAND TOTAL			13189.06	

TOTAL BY AGING DAYS	
CODE	AMOUNT
00000	6836.56
00030	1500.00
00060	900.00
00090	900.00
00120	1050.00
00180	1550.00
00365	665.00
00730	212.50-
GRAND TOTAL -	13189.06

TOTAL BY CHARGE CODE	
CODE	AMOUNT
DF001	6577.78
DF002	6611.28
GRAND TOTAL -	13189.06

TOTAL BY CUSTOMER TYPE	
CODE	AMOUNT
DF	13189.06
GRAND TOTAL -	13189.06

Special Call Airport Board Agenda

4.

Meeting Date: 02/21/2025
Submitted For: Tyler Evans, Emergency Management
Initiator: TrishaJoAnn Terrell, Executive Assistant
Department: Assistant City Manager
Staff Information Source:

Information

AGENDA ITEM TITLE:

Discussion and/or update on the upcoming Tora! Tora! Tora! practice flights and planned event "1st Annual Salute to Service" to be held in March, or take other necessary action.

BACKGROUND:

RECOMMENDED ACTION:

No action required.

Fiscal Impact

Attachments

No file(s) attached.

Special Call Airport Board Agenda

5.

Meeting Date: 02/21/2025
Submitted For: Tyler Evans, Emergency Management
Initiator: TrishaJoAnn Terrell, Executive Assistant
Department: Assistant City Manager
Staff Information Source:

Information

AGENDA ITEM TITLE:

Review and discuss the airport's 5-year Capital Improvent Plan (CIP) which began with FY25 on July 1, 2024, or take other necessary action. (Tyler Evans)

BACKGROUND:

RECOMMENDED ACTION:

Discussion only.

Fiscal Impact

Attachments

CIP Document

5 Year Capital Improvement Plan (CIP)

Airport Name (LOC ID), ST: Muskogee-Davis Regional Airport (MKO); Muskogee, Oklahoma

CIP START YEAR: 2025

2022 NPE (Expires FY25)	\$159,000	2022 AIG (Expires FY25)
\$64,500 2023 NPE (Expires FY26)	\$292,000	2023 AIG (Expires FY26)
\$150,000 2024 NPE (Expires FY27)	\$292,000	2024 AIG (Expires FY27)
\$150,000 Estimated NPE (for planning through 2029)	\$292,000	2025 AIG (for planning through 2026)

Fed FY	Available		Funding Source	ODO Project Component/Phase	Estimated Cost	Funding Plan						
	NPE	AIG (BIL)				NPE	AIG	Additional AIP	Other	Match		
2025	\$364,500	\$1,035,000	AIP/BIL	RW 18/36 Surface Treatment & TW A Rehab - Construction	AIP portion:	\$117,000	\$105,300				\$11,700	
			AIP/BIL	RW 18/36 Surface Treatment & TW A Rehab - Construction	BIL portion:	\$828,000		\$745,200			\$82,800	
	Total = \$1,399,500		AIP	RW 13/31 Rehabilitation - Design Only		\$288,000	\$259,200				\$28,800	
		\$289,800	Remaining Funds		2025 Annual Subtotals:	\$1,233,000	\$364,500	\$745,200			\$123,300	
2026	\$150,000	\$581,800	AIP	RW 13/31 Rehabilitation - Construction		\$4,032,000	\$150,000		\$3,450,000	\$200,000	\$232,000	
	Total = \$731,800											
		\$581,800	Remaining Funds		2026 Annual Subtotals:	\$4,032,000	\$150,000		\$3,450,000	\$200,000	\$232,000	
2027	\$150,000	\$581,800	BIL	TW C & TW D Surface Treatment - Design Only		\$90,000		\$81,000			\$9,000	
	Total = \$731,800											
	\$150,000	\$500,800	Remaining Funds		2027 Annual Subtotals:	\$90,000		\$81,000			\$9,000	
2028	\$300,000	\$500,800	AIP/BIL	TW C & TW D Surface Treatment - Construction		AIP portion:	\$543,555	\$300,000		\$189,200		\$54,356
			AIP/BIL	TW C & TW D Surface Treatment - Construction		BIL portion:	\$556,445		\$500,800			\$55,645
	Total = \$800,800											
	\$1		Remaining Funds		2028 Annual Subtotals:	\$1,100,000	\$299,999	\$500,800	\$189,199		\$110,000	
2029	\$150,001		Bank	No Project - Bank Funds								
	Total = \$150,001											
	\$150,001		Remaining Funds		2029 Annual Subtotals:							
5 Year CIP Totals:						\$6,455,000	\$814,499	\$1,327,000	\$3,639,199	\$200,000	\$474,300	

SPONSOR SIGNATURE: _____

DATE: _____

Special Call Airport Board Agenda

6.

Meeting Date: 02/21/2025
Submitted For: Tyler Evans, Emergency Management
Initiator: TrishaJoAnn Terrell, Executive Assistant
Department: Assistant City Manager
Staff Information Source:

Information

AGENDA ITEM TITLE:

Discuss and/or recommend to City Council the approval of the revised ground lease on the Hangar Park Addition of the Muskogee-Davis Regional Airport between the City of Muskogee and Ronald & Kymber Thomas, or take other necessary action.

BACKGROUND:

The Thomas' are acquiring a private hangar located at the Muskogee-Davis Regional Airport from another party. The hangar is located on property owned by the City and is supported by a ground lease underlying the hangar. This lease will be for 20 years, with the initial lease rate at \$.25/sqft/year with an annual increase based upon the change in the 20 year CPI.

RECOMMENDED ACTION:

Staff requests a recommendation for Council approval.

Fiscal Impact

Attachments

Thomas

GROUND LEASE

THIS GROUND LEASE is made on the 24th day of February, 2025, between the Muskogee Davis Field Airport, hereinafter called "**LESSOR**", and Ronald & Kymber Thomas hereinafter called "**LESSEE**".

LESSOR leases to **LESSEE** hires from **LESSOR**, the premises hereinafter described.

DEFINITION

1.1 Except as expressly provided to the contrary in the Lease, reference to "premises" is to the described land plus any described appurtenances, exclusive of any improvements now or hereafter located on the premises, notwithstanding that any such improvement may or shall be construed as affixed to and as constituting part of the real property, and without regard to whether ownership of the improvements is in the **LESSOR** or the **LESSEE**.

DESCRIPTION OF PREMISES

2.1 A general description of the premises is as follows, to wit: Lots 21, 22, and 23 and the North 10 feet of Lot 20, all in Block 1 of the Hangar Park Addition of Davis Field Airport.

2.2 All oil, gas, and mineral rights are expressly reserved from this Lease.

TERM

3.1 The term of this Lease is Twenty (20) years beginning the date above first signed, and ending at midnight on February 24th, 2025 unless sooner terminated as provided for in this Lease. **LESSEE** shall also have the right of first refusal to negotiate a new Lease at the Termination of the initial twenty (20) year lease.

USE

4.1 The premises shall be used for the purpose of constructing, operating and maintaining an airplane hangar. Final design and layout is subject to **LESSOR'S** approval. Construction shall include all that is necessary to utilize the premises as an airplane hangar.

4.2 **LESSOR** has prepared a Declaration of Covenants, Conditions and Restrictions to run with the land, satisfactory for filing, if necessary, which will impose limitations on the usage of the premises and **LESSEE** agrees to comply at all times during this Lease with such provisions. Such Covenants, Conditions, and Restrictions are a part of this Lease, the same as written out in full, herein.

CONSTRUCTION OF AN AIRPLANE HANGAR

5.1 Intentionally Omitted.

RENTALS AND CHARGES

6.1 **LESSEE** agrees to pay **LESSOR** for the use of premises, facilities, rights, and privileges granted herein, rental charges in the amount of \$0.25 per square foot per year due on or before the anniversary date of each lease year. The first year is to be paid in advance. **LESSEE** will be charged a 10% penalty on all payments made (10) ten days after the scheduled due date. **LESSOR** has the right to increase rental charges as deemed necessary and appropriate during the term of this lease or any renewal thereof. **LESSOR**, each year, shall increase the lease price by 100% of the cost of living as measured by the Consumer Price Index for All Urban Consumers (CPI-U) for Region VI, Dallas Fort Worth, with an index base period of 1982-84 = 100. The period of increase measurement shall be the annual average of the preceding fiscal year and the resulting net increases shall be applied to the base rate per square foot per year existing at the anniversary date. If the CPI-U represents an average decrease, then there shall be no change in the rate for that year.

RIGHT OF FIRST REFUSAL FOR NEW LEASE

7.1 **LESSOR** grants **LESSEE** the right of first refusal to negotiate and continue in a new Lease agreement at the termination of the initial term every five years. The base renewal fee at the time of the negotiation shall be \$0.25 rate plus the CPI for the previous 20 years. If the CPI-U represents an average decrease from the last rate charged under this lease, then there shall be no decrease in the rate charged for the renewal period. This right shall be offered and either accepted or refused prior to being offered to any other party or parties. **LESSEE** shall exercise this option in writing within thirty (30) days of being offered.

PAYMENT OF TAXES

8.1 **LESSEE** shall be obligated to pay all taxes levied or charged by any or all taxing authorities as a result of the development and usage of the premises. Said taxes shall be paid directly to the appropriate taxing entity by **LESSEE**.

IMPROVEMENTS

9.1 Before any work or construction, alteration or repair is commenced on the premises, and before building materials have been delivered to the premises, **LESSEE** shall comply with all of the following conditions:

- (a) Present to **LESSOR** at **LESSEE'S** expense, evidence of compliance with all applicable building codes, fire safety codes and water drainage rules and regulations of state, federal and Muskogee County, Oklahoma. Also evidence

that all utility charges, including, but not restricted to, tap charges and sewer charges have been paid in accordance with rules and regulations of the City of Muskogee.

- (b) Deliver to **LESSOR** for **LESSOR'S** approval one (1) set of Preliminary Construction Plans and Specifications to enable **LESSOR** to make an informed judgement about the quality of construction. **LESSOR'S** approval or disapproval will be provided in writing to **LESSEE** with the reason for disapproval if appropriate. **LESSOR** shall not unreasonably disapprove preliminary plans and specifications.
- (c) **LESSEE** shall prepare final working plans and specifications substantially conforming to preliminary plans previously approved by **LESSOR**. Changes from the preliminary plans shall be considered to be within the scope of the preliminary plans if they are not substantial or if they are made to comply with the suggestions, requests, requirements of the **LESSOR**.
- (d) **LESSEE** shall install a two inch ("2") PVC schedule 40 conduit under any driveway or taxiway to said hangar, at **LESSEE'S** expense.
- (e) **LESSEE** shall be responsible for keeping the construction site clean of all material and debris and shall prevent such matters from being blown about the airport, and shall be responsible for all final clean-up of the premises.
- (f) **LESSOR** shall have Architecture control. See Exhibit "A".

EXECUTION OF ADDITIONAL DOCUMENTS

10.1 **LESSOR** shall execute all documents reasonably and customarily required by **LESSEE'S** lending institution in obtaining long term financing.

ONE MORTGAGE, ONE DEBT

11.1 No permitted mortgage shall cover any interest in any real property that is the subject of this lease. No mortgage permitted by this Lease shall cover more than one indebtedness.

BUILDER'S RISK COVERAGE

12.1 Before commencement of any demolition, alteration or construction, **LESSEE** shall procure, and shall maintain in force until completion and acceptance of the work by it, "all risks" builders risk insurance including vandalism and malicious mischief, in form and with a company reasonably acceptable to **LESSOR**, covering improvements in place and all material and equipment at the job site furnished under contract, but excluding contractor's, sub-contractor's and construction manager's tools and equipment and property owned by contractor's or sub-contractor's employees, with limits as specified by **LESSOR** for all work at the job site not to exceed, however, the actual cost of construction. Proof of coverage will be provided to **LESSOR**.

12.2 **LESSEE** will provide **LESSOR** with evidence of workers compensation and general liability insurance prior to commencement of any demolition, alteration or construction on the job site. Such evidence will be a certificate of insurance from **LESSEE'S** general construction insurance company.

SOIL CONDITIONS

13.1 **LESSOR** makes no covenants or warranty respecting the conditions of the soil or sub-soil or any other condition of the premises. **LESSEE** may, however, enter onto the land before commencement of the term to make soil and structural engineering tests that **LESSEE** deems necessary. All such tests made by, or on behalf of **LESSEE** shall be at **LESSEE'S** sole expense. A copy of such report shall be delivered to **LESSOR** on commencement of the term.

NOTICE OF CHANGE IN PLANS

14.1 On completion of any work or improvements, **LESSEE** shall give **LESSOR** notice of all changes in plans or specifications made during the course of the work and shall at the same time, and in the same manner, supply **LESSOR** with all drawings accurately reflecting all such changes. Changes that do not substantially alter plans and specifications previously approved by **LESSOR** do not constitute a breach of **LESSEE'S** obligations. However, a substantial change not approved in advance by **LESSEE** shall constitute a breach of **LESSEE'S** obligation and at **LESSOR'S** option shall be restored to the original approved plans and specifications.

MAJOR AND MINOR REPAIRS, RECONSTRUCTIONS AND ALTERATIONS DISTINGUISHED

15.1 **LESSOR'S** approval is not required for **LESSEE'S** minor repairs, alterations or additions. Minor means a construction cost not exceeding Five Thousand Dollars (\$5,000.00). Construction costs include the cost of labor, materials, and reasonable profit to general contractor and sub-contractors, and all cost that would constitute the basis of a valid claim or claims under the mechanic's lien laws in effect at the time the work is commenced, for any demolition and any removal of existing improvements or parts or improvements, as well as for preparation, construction and completion of all new improvements or parts of improvements. Major repairs, alterations or additions are those not defined as minor above. For major repairs, alterations or additions, **LESSEE** shall comply with all conditions of major construction stated elsewhere in this Lease. All changes in the exterior of the hangar will be submitted to **LESSOR** for approval.

COMPLIANCE WITH LAWS

16.1 Throughout the term of the Lease, **LESSEE** shall, at **LESSEE'S** sole cost and expense, except as otherwise herein specifically provided, maintain the premises and all improvements in first-class condition and repair, ordinary wear and tear excepted, and

in accordance with all applicable laws, rules, ordinances, orders and regulations of federal, state, county and other government agencies and bodies having jurisdiction.

OWNERSHIP OF IMPROVEMENTS

17.1 Title to and ownership of all improvements affixed to the premises shall be vested in **LESSEE** during the life of the Lease. **LESSEE** shall not however, remove any improvements from the premises, nor waste, destroy or modify any improvements on the premises except as permitted by this Lease.

DISPOSITION OF INSURANCE PROCEEDS

18.1 The mortgage documents shall provide that any proceeds from fire extended coverage insurance shall be used to the extent necessary, to restore the damaged improvements to the condition that existed immediately prior to such damage unless otherwise approved by **LESSOR**.

LESSEE'S RIGHT TO ASSIGN

19.1 **LESSEE** shall have the right to assign or otherwise transfer **LESSEE'S** interest in this Lease and the estate created by this Lease subject to **LESSOR'S** written consent, which shall not be unreasonably withheld. **LESSEE** shall give **LESSOR** reasonable notice of the proposed assignment with appropriate documentation as evidence that the proposed assignee qualified as a permitted assignee. The proposed assignee shall, in recordable form expressly assume all the covenants and conditions of this Lease.

RIGHT TO SUBLET

20.1 **LESSEE** shall have the right to sublet all or any part of the premises or the improvements or both, and to assign, encumber, extend, or renew any obligations of the Lease hereunder.

LESSEE'S DUTY TO KEEP IMPROVEMENTS INSURED

21.1 Throughout the term at **LESSEE'S** sole cost and expense, **LESSEE** shall keep or cause to be kept insured, all improvements located on or appurtenant to the premises against loss or damage by fire and such other risks as are now or hereafter included in an extended coverage endorsement in common use for commercial structures, including vandalism and malicious mischief and provide **LESSOR** at all times with a certificate of insurance verifying such coverage. The amount of insurance shall be sufficient to be not less than ninety percent (90%) of the then actual replacement costs excluding costs of replacing excavations and foundations but without deduction for depreciation. **LESSOR** shall not carry any insurance the effect of which would be to reduce the protection or payment of **LESSEE** under any insurance that this Lease obligates **LESSEE** to carry. **LESSEE** may include the holder of any mortgage on the fee as a loss payee to the extent of that mortgage interest.

PUBLIC LIABILITY INSURANCE

22.1 Throughout the term, at **LESSEE'S** sole cost and expense, **LESSEE** shall keep or cause to be kept in force, for the mutual benefit of **LESSOR** and **LESSEE**, comprehensive broad form general public liability insurance against claims and liability for personal injury, death, or property damage arising from the use, occupancy, disuse, or condition of the premises, improvements, adjoining areas or ways, providing protection of at least Five Hundred Thousand Dollars (\$500,000.00) for bodily injury to death to any one person, at least One Million Dollars (\$1,000,000.00) for any one accident or occurrence, at least One Hundred Thousand Dollars (\$100,000.00) for property damages. **LESSOR** shall be provided at all times with a certificate of insurance verifying such coverage or such additional amounts as may be determined by **LESSOR** upon 90 days notice to **LESSEE**.

LESSOR'S NONLIABILITY

23.1 **LESSOR** shall not be liable, and **LESSEE** shall defend and indemnify **LESSOR** against all liability and claims of liability, for damage or injury to person or property on or about the premises from any cause except for the **LESSOR'S** sole negligence or its intentional tortious acts.

CAPTIONS, TABLE OF CONTENTS

24.1 The table of contents of the Lease and captions of the various articles and paragraphs of this Lease are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Lease or of any part or parts of this Lease.

LESSOR'S RIGHT TO CURE DEFAULTS

25.1 The mortgage document shall contain provisions that all notices of default under the note and mortgage must be sent to **LESSOR** and that **LESSOR** shall have the right to cure any default if **LESSEE** fails to do so. **LESSOR** shall have thirty (30) days before the end of the default period in which to cure any default after the time for **LESSEE** to cure it has expired. Neither **LESSOR'S** right to cure any default nor any exercise of such right shall constitute an assumption of liability under the note of mortgage. If any default is noncurable, it shall not be grounds for foreclosure of the mortgage if **LESSOR**, or **LESSEE** in possession of the premises, promptly performs all other provisions of the note and mortgage.

ENTIRE AGREEMENT

26.1 This Lease contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Lease has been or is relied on by either party.

SUCCESSORS

27.1 Subject to the provisions of this Lease on assignment and subletting, each and all of the covenants and conditions of this Lease shall be binding on and shall inure to the benefit of the heirs, successors, executors, administrators, assigns, and personal representatives of the respective parties.

LESSEE'S DUTY TO SURRENDER

28.1 Subject to the provisions in Section 7.1, at the expiration of the term of this Lease, **LESSEE** shall surrender to **LESSOR** the possession of the premises. Any improvements erected by **LESSEE** during the term of this Lease shall be removed by **LESSEE** prior to the expiration date of the Lease. Provided, however, **LESSEE** may transfer to a third party all of **LESSEE'S** interest in said improvements if, and only if, said third party has obtained a written Private Hangar Lease Agreement with **LESSOR**. In the event **LESSEE** does not remove or sell said improvements within thirty (30) days after the expiration of the term of this Lease and does abandon possession thereof within or before said period, then said improvements shall become the property of the **LESSOR** without further consideration from **LESSOR**. All personal property of **LESSEE** shall be removed from the premises at the expiration of the term of the Lease and any such personal property remaining after thirty (30) days after the expiration of the term of the Lease shall also become the property of **LESSOR**.

PROVISIONS RELATED TO FEDERAL AVIATION ADMINISTRATION

29.1 **LESSOR** reserves unto itself, its successors and assigns, for the use and benefit of the **LESSOR** and the public, a continuing right and easement over the premises to take such action as may be necessary to restrict the height of structure, objects of natural growth, and other obstructions to air navigation. Building height on premises is restricted in accordance with Federal Aviation Regulations Part 77.

29.2 **LESSOR** reserves for itself, its successors and assigns the right to prevent any use of the premises which would interfere with aircraft landing on or taking off from Muskogee Davis Field and the right to prevent any other use of said land which would constitute an airport hazard.

RULES, REGULATIONS AND OTHER LAWS

30.1 Notwithstanding any other provisions contained herein, **LESSEE** shall comply with federal, state and county laws, rules and regulations governing the operation of Muskogee Davis Field and that such laws, rules and regulations shall be deemed to be included in this Lease agreement the same as though written out in full. **LESSEE** further agrees that it shall comply with the rules and regulations for the use and operation of Muskogee Davis Field as issued by **LESSOR** from time to time and **LESSEE** further

acknowledges and agrees that it shall be subject to the provisions of all existing or future agreements entered into between **LESSOR** and the State of Oklahoma or the United States to obtain state or federal aid for the improvement, or operations and maintenance of Muskogee Davis Field.

NON-DISCRIMINATION CLAUSE OF LESSEE

31.1 The **LESSEE** assumes the responsibilities set forth below in addition to those established by other provisions of this Agreement. The **LESSEE** for himself, his personal representatives, successors interest, and assigns, does hereby agree that:

- (a) No person(s) shall be excluded on the grounds of race, color, or national origin from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- (b) In the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person(s) shall be excluded on the grounds of race, color, or national origin from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- (c) The **LESSEE** shall use the premises in compliance with all other requirements imposed by or pursuant to Nondiscrimination in Federally assisted Programs of the Department of Transportation and the FAA, and as said Regulations may be amended.
- (d) **LESSEE** shall maintain accurate and acceptable records which shall be made available for examination to insure compliance with laws, covenants and contracts.

RIGHTS AND PRIVILEGES OF LESSOR

32.1 In addition to all rights and privileges of the **LESSOR** set forth in other provisions of this Agreement, the **LESSOR** retains all rights and privileges not specifically granted to the **LESSEE** including without limitation the following:

- (a) The right to further develop or improve the landing area of the airport as it sees fit.
- (b) The right to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport.
- (c) The right to take any action it considers necessary to protect the aerial approaches of the airport against obstructions, together with the right to prevent **LESSEE** from erecting or permitting to be erected, a building or other structure on the airport which, in the opinion of the **LESSOR** would limit the usefulness of the airport or constitute a hazard to aircraft.
- (d) The right to temporarily close the airport or any of the facilities thereon for maintenance, improvement or for the safety of the public.

**LESSOR
CITY OF MUSKOGEE, OKLAHOMA**

By: _____
Mayor

Attest:

By: _____
City Clerk

Approved as to form and legality this ____ day of _____, 2012.

By: _____
City Attorney

LESSEE

By: _____

**ACKNOWLEDGMENT
(Individual form)**

STATE OF OKLAHOMA)
) SS.
COUNTY OF _____)

On this _____ day of _____, 20__, before me the undersigned, a Notary Public in and for the county and state aforesaid personally appeared _____, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last written.

Notary Public

My Commission Expires:

STATE OF OKLAHOMA (corporate form)
)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State on this _____ day of _____, 20____, personally appeared _____, to me known to be the identical person who executed the within and foregoing instrument as its President and acknowledged to me that _he executed the same as his/her free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

Notary Public

My Commission expires:
