

The City of Muskogee encourages participation from all its citizens in public meetings. If participation is not possible due to a disability, notify the City Clerk, in writing, at least forty-eight hours prior to the scheduled meeting and necessary accommodations will be made (ADA 28 CFR/36).

OCTOBER 12, 2017

**NOTICE AND AGENDA
SPECIAL CALL MEETING**

TO: ALL MEMBERS OF THE MUSKOGEE CITY COUNCIL

By virtue of the authority vested in me as Mayor of the City of Muskogee, Oklahoma, I do hereby issue a call for a Special Call Meeting of the Muskogee Council to convene:

DATE: OCTOBER 17, 2017
TIME: 4:00 P.M.
**PLACE: COUNCIL CHAMBERS, THIRD FLOOR
MUNICIPAL BUILDING, 3RD & OKMULGEE**
ROLL CALL
PURPOSE:

1. Consider entering into a lease agreement with the U.S. Department of Veterans Affairs to provide 440 parking spaces at Hatbox Field, or take other necessary action. (Roy D. Tucker)
2. Consider an Executive Session to discuss and take possible action on the following:
 - A. Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in Executive Session to discuss the tort claim of Connie Aich, and if necessary, take appropriate action in open session. (Roy D. Tucker)

The City Clerk is hereby authorized to give each member of the Muskogee City Council notice of this Special Call Meeting as provided by the Charter of the City of Muskogee, Oklahoma.

ADJOURN

Special City Council

1.

Meeting Date: 10/17/2017
Initiator: Mark Wilkerson, Parks Director
Department: Parks & Recreation
Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider entering into a lease agreement with the U.S. Department of Veterans Affairs to provide 440 parking spaces at Hatbox Field, or take other necessary action. (Roy D. Tucker)

BACKGROUND:

The US Department of Veterans Affairs seeks to lease 440 parking spaces for employ parking during the construction period of a new parking garage to be located east of the existing hospital.

The lease is to provide the VA Hospital the use the existing parking available at the Hatbox Soccer complex. The lot will predominantly be used during the daytime Monday through Friday. This will allow for parking for soccer activities during the evening and weekends.

The VA will pay the City of Muskogee \$20 per month per parking space over the next 5 years or \$105,600 per year.

RECOMMENDED ACTION:

Approve the lease with the US Dept of Veterans Affairs for parking at Hatbox.

Fiscal Impact

Attachments

award letter
exhibit A
parking aerial



U.S. DEPARTMENT OF VETERANS AFFAIRS
Network Contract Office 19
4100 E. Mississippi Ave., Suite 900
Glendale, Colorado 80246-3055

Date: September 29, 2017

Subject: Award of Muskogee OK Hatbox Parking facility Lease to the City of Muskogee OK

TO: Mr. Mark Wilkerson, City Manager
229 W. Okmulgee St.
Muskogee, OK 74402-7033

Dear Mr. Wilkerson

Acceptance is hereby made of your final offer to Lease The Hatbox Parking Facility, Hatbox Field 700 S. 40th Street Muskogee OK 74402, dated 9-21-2017 which was submitted in response to our Request for Lease Proposal VA259-17-R-00443, Muskogee Hatbox Parking facility, from the Department of Veterans Affairs.

Award is hereby made for five (5) years firm in the amount of \$105,600.00 annual rent which includes all operating expenses, taxes and shell rental for 440 surface parking spaces. An executed copy of the lease contract will send to you in the days ahead, your lease number is VA259-17-L-0294

The lease term will begin on Monday 2 Oct 2017 and continues until 30 Sep 2022. The lease terms will begin and lease payments will be paid monthly, thirty (30) days in arrears, upon establishment of an auto pay account. The Government subscribes to an Electronic Funds Transfer system and we'll be establishing an auto-pay account for the rent and operating expenses once the Government takes beneficial occupancy of the building.

I will be forwarding a copy of the delegation of authority for the Contracting Officer's Representative (COR), which designates the Chief of the Facilities management Services, as the COR for the referenced contract after occupancy, before that time Amanda Johnson of Engineering will be the COR. This letter of delegation outlines specific authorities and limitations.

Please acknowledge acceptance of this lease award by signing and dating this letter in the area provided below and returning one signed copy to me via e-mail within 5 days of receipt.

If you have any questions or concerns I can be reached by telephone at 405.456.5111 or by email at mark.pritchard@va.gov.
Sincerely,

Mark Pritchard
Contract Specialist
SAO West, NCO 19

Prepared by:

Mark Pritchard
Contract Specialist

Cc: File,
Muskogee Ok Engineering Amanda Johnson.

RECEIVED BY: _____ **DATE:** _____

U.S. GOVERNMENT LEASE FOR REAL PROPERTY (Short Form)

1. LEASE NUMBER
VA259-17-L-0294

PART I - OFFER (Offeror completes Section A, C and D; Government shall complete Section B)

NOTE: All offers are subject to the terms and conditions outlined in Request for Lease Proposals No. , Supplemental Lease Requirements document, General Clauses (GSA Form 3517A), and any other attachments included herein.

A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT

1. NAME AND ADDRESS OF BUILDING (Include nine-digit ZIP Code)	2. LOCATION(S) IN BUILDING		
Halbox Field 700 S. 40 th Street Muskogee OK 74403	2a. FLOOR(S) <u>N/A</u>	2b. ROOM NUMBER(S) <u>N/A</u>	2e. NUMBER OF PARKING SPACES OFFERED STRUCTURED <u>0</u>
	2c. SQ. FT. RENTABLE ABOA <u>N/A</u> Common Area Factor <u>N/A</u>	2d. TYPE <input type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> WAREHOUSE <input checked="" type="checkbox"/> OTHER (Specify) <u>X</u> <div style="text-align: right;">Parking</div>	SURFACE <u>440</u> ANNUAL PARKING RATES (IF NOT INCLUDED IN RATES UNDER PART C BELOW) STRUCTURED <u>0.00</u> /space SURFACE. \$20.00 per space per month

B. TERM

3a. To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of 5 Years, 5 Years Firm, subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

3b. This Lease may be renewed at the option of the Government for a term of 0 YEARS at the rental rate(s) set forth below, provided notice is given to the Lessor at least 0 days before the end of the original Lease term; all other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during any renewal term.

C. RENTAL

4. Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated. Rent shall not be adjusted for changes in real estate taxes or operating costs.

5a. AMOUNT OF ANNUAL RENT <u>105600</u>	5b. RATE PER MONTH <u>8800</u>		
RENTAL RATE BREAKDOWN	FIRM TERM (\$/RSF/YEAR)	NON-FIRM TERM (\$/RSF/YEAR)	RENEWAL TERM (\$/RSF/YEAR)
6. BUILDING SHELL RENT (INCL. REAL ESTATE TAXES)	6a. <u>\$0.00</u>	6b. <u>\$0.00</u>	6c. <u>\$0.00</u>
7. OPERATING RENT	7a. <u>\$0.00</u>	7b. <u>\$0.00</u>	7b. <u>\$0.00</u>
8. TURNKEY TENANT IMPROVEMENT RENT (See blocks 11 and 12 below for additional breakdown of cost and amortization rate)	8a. <u>\$0.00</u>	8b. <u>\$0.00</u>	8c. <u>\$0.00</u>
9. BUILDING SPECIFIC AMORTIZED CAPITAL (IF APPLICABLE)	9a. <u>\$0.00</u>	9b. <u>\$0.00</u>	9c. <u>\$0.00</u>
10. TOTAL RENT	10a. <u>\$105600</u>	10b. <u>\$0.00</u>	10c. <u>\$0.00</u>
11. TENANT IMPROVEMENT COSTS <u>\$0.00</u>	12. INTEREST RATE TO AMORTIZE TENANT IMPROVEMENTS <u>0.00</u>		
13. HVAC OVERTIME RATE PER HOUR <u>\$0.00</u>	14. ADJUSTMENT FOR VACANT PREMISES RATE (\$/ABOA SF/YEAR) <u>0.00</u>		

D. OWNER IDENTIFICATION AND CERTIFICATION

15. RECORDED OWNER

15a. Name City of Muskogee		15b. DUNS Number 072406358	
15c. Address 229 W. Okmulgee PO Box 1927 Muskogee OK 74402-1927	15d. City Muskogee	15e. State Oklahoma	15f. ZIP + 4 74402-1927

16. BY SUBMITTING THIS OFFER, THE OFFEROR AGREES UPON ACCEPTANCE OF THIS PROPOSAL BY HEREIN SPECIFIED DATE, TO LEASE TO THE UNITED STATES OF AMERICA, THE PREMISES DESCRIBED, UPON THE TERMS AND CONDITIONS AS SPECIFIED HEREIN, IN FULL COMPLIANCE WITH AND ACCEPTANCE OF THE AFOREMENTIONED RLP, WITH ATTACHMENTS.

☒ I have read the RLP with attachments in its entirety and am requesting no deviations

17. OFFEROR'S INTEREST IN PROPERTY

☒ OWNER ☐ AUTHORIZED AGENT ☐ OTHER (Specify)

18. OFFEROR ☒ Check if same as Recorded Owner City of Muskogee

18a. NAME	18b. ADDRESS	18c. CITY	18d. STATE	18e. ZIP + 4
18f. Title City Manager		18g. E-mail address mmiller@muskogeeonline.org		18h. Telephone Number 918-684-6201

18i. OFFEROR'S SIGNATURE



18j. DATE SIGNED

9/21/17

PART II - AWARD (To be completed by Government)

1. Your offer is hereby accepted. This award consummates the lease which consists of the following attached documents: (a) this GSA Form 3626, (b) Supplemental Lease Requirements, (c) Security Requirements, (d) Agency Specific Requirements, (e) Floor Plan delineating the Premises, (f) GSA Form 3517A, General Clauses (Acquisition of Leasehold Interests in Real Property \$150,000 or Less), and (g) the following building improvements, changes or additions made or agreed to by you (for example, energy efficiency and conservation improvements, ABAAS upgrades, Seismic Form C - Building Retrofit or New Construction PreAward Commitment (if applicable));

2. THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED LEASE CONTRACTING OFFICER.

3a. NAME OF LEASE CONTRACTING OFFICER (Type or Print) AEONARD R. BOREL	3b. SIGNATURE OF LEASE CONTRACTING OFFICER	3c. DATE 10/04/2017
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Special City Council**2. A.****Meeting Date:** 10/17/2017**Submitted For:** Roy Tucker, City Attorney**Initiator:** Leslie Arnold,
Attorney Secretary**Department:** City Attorney**Staff Information Source:** City Attorney

Information**AGENDA ITEM TITLE:**

Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in Executive Session to discuss the tort claim of Connie Aich, and if necessary, take appropriate action in open session. (Roy D. Tucker)

BACKGROUND:

The City Attorney desires to discuss with the Mayor and Council the pending tort claim of Connie Aich arising from an accident on 8/11/2016. The City Attorney advises the City Council that the Council should determine that disclosure of confidential communications between the Council and the City Attorney regarding the above referenced item will seriously impair the ability of the City to defend the City's interest, and from that determination, the Council should convene in executive session to discuss this matter.

RECOMMENDED ACTION:

Convene in executive session to discuss the tort claim of Connie Aich, and if necessary, take appropriate action in open session.

Fiscal Impact**Attachments**

No file(s) attached.
