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).

(Public Comment during Public Hearing or Agenda item comment)

Council Rules of Decorum limit citizen comments on agenda items and public hearings to five (5) minutes and general comments for non-agenda items to three (3) minutes. Any person desiring to address the Committee during such period is required to sign in with the City Clerk prior to the meeting between 5:00 p.m. and 5:15 p.m. on the third floor of City Hall or anytime between 8:00 a.m. and 5:00 p.m. in the Office of the City Clerk. They shall provide their name and specify the agenda item they wish to address. Remarks shall be directed to the matter being considered and the speaker is allowed to speak only one time. If written materials are to be submitted, twelve (12) copies should be made available, and may not be returned.

AGENDA
PUBLIC WORKS COMMITTEE
JANUARY 13, 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.

REGULAR SESSION - 5:30 P.M., 3RD FLOOR, COUNCIL CHAMBERS, MUNICIPAL BUILDING, 229 W. OKMULGEE, MUSKOGEE, OKLAHOMA

1. Consider approval of Public Works Committee minutes of September 9, 2024, or take other necessary action.

2. Consider approval of a proposed lease for the Armory Building and an accessory building, located on East Davis Field Road, or take other necessary action. (Roger Kolman)

3. Consider approval of the appointment of Mike Brawley as the Ward 1 Commissioner to the Urban Renewal Authority, filling the unexpired term of Eric Elgin, commencing upon appointment, and expiring August 31, 2025, or take other necessary action. (Councilor Shirley Hilton-Flanary)

RECOGNIZE CITIZENS WISHING TO SPEAK TO CHAIRMAN AND COMMITTEE MEMBERS.

Council Rules of Decorum limit citizen comments to three (3) minutes. Any person desiring to speak is required to sign-in with the City Clerk, provide their name and the particular issue they wish to address. Under Oklahoma law, the Committee Members are prohibited from discussing or taking any action on items not on today's agenda. If written materials are to be submitted to the Committee, twelve (12) copies should be made available, and may not be returned.

Public Works Committee **1.**

Meeting Date: 01/13/2025
Initiator: Jennifer Sharp, Admin II
Department: City Clerk
Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval of Public Works Committee minutes of September 9, 2024, or take other necessary action.

BACKGROUND:

RECOMMENDED ACTION:

Fiscal Impact

Attachments

9-9-2024 pwmin

MINUTES

OF THE PUBLIC WORKS COMMITTEE
OF THE CITY OF MUSKOGEE, OKLAHOMA
MET IN REGULAR SESSION
IN COUNCIL CHAMBERS OF CITY HALL
SEPTEMBER 9, 2024

The Public Works Committee of the City of Muskogee, Oklahoma, met in Regular Sessions at 5:30 p.m., September 9, 2024, in Council Chambers, Municipal Building, 229 W. Okmulgee Ave., Muskogee, Oklahoma.

Present: Mayor Patrick Cale; Vice Mayor Derrick Reed; Committee Member Jaime Stout; Chair Tracy Hoos; Committee Member Shirley Hilton-Flanary; Committee Member Melody Cranford; Committee Member Dan Hall; Committee Member Tom Martindale

Absent: Committee Member C.B. Abel

Staff Present: Mike Miller, City Manager; Roger Kolman, Assistant City Manager; Katrina Bodenhamer, City Attorney; Tammy L. Tracy, City Clerk; Mike Stewart, Public Works Director; Maggie Eaton, Human Resources Director; Avery Rigney, Assistant Public Works Director; Mark Wilkerson, Parks & Recreation Director; Seth Campbell, Assistant City Attorney; Brooke Hall, Asst. Director of Parks & Recreation; Kevin Anthis, Aquatic & Fitness Facility Manager

1. Consider approval of Public Works Committee minutes of August 12, 2024, or take other necessary action.

Motion was made by Committee Member Jaime Stout, seconded by Committee Member Shirley Hilton-Flanary to approve Public Works Committee minutes of August 12, 2024.

AYE: Mayor Patrick Cale, Vice Mayor Derrick Reed, Committee Member Jaime Stout, Chair Tracy Hoos, Committee Member Shirley Hilton-Flanary, Committee Member Melody Cranford, Committee Member Dan Hall, Committee Member Tom Martindale

Carried - Unanimously

2. Consider approval of Amended Ordinance No. 3939-A, an Ordinance setting out the requirements, qualifications and terms for members of the Uniform Building Code Appeals Board, as set out in Sec. 18-484 of the City of Muskogee Code of Ordinances, and the residency requirements of members, or take other necessary action. (Councilor Shirley Hilton-Flanary)

Committee Member Shirley Hilton-Flanary stated it has been difficult to fill positions on this board, and opening up the residency requirements will allow for other people to be eligible.

Motion was made by Committee Member Dan Hall, seconded by Committee Member Tom Martindale to approve Amended Ordinance No. 3939-A, an Ordinance setting out the requirements, qualifications and terms for members of the Uniform Building Code Appeals Board, as set out in Sec. 18-484 of the City of Muskogee Code of Ordinances, and the residency requirements of members.

AYE: Mayor Patrick Cale, Vice Mayor Derrick Reed, Committee Member Jaime Stout, Chair Tracy Hoos, Committee Member Shirley Hilton-Flanary, Committee Member Melody Cranford, Committee Member Dan Hall, Committee Member Tom Martindale

Carried - Unanimously

3. Consider approval of Amended Ordinance No. 4229-A, an Ordinance of the City of Muskogee, by Amending Chapter 2, Administration, Article V. Boards and Commissions, Division 12, Municipal Employees Retirement Board; Section 2-471, Membership, Election and Qualifications; Section. 2-472, Terms and Representation By Department; Section 2-473, Absences and Vacancies; Providing for Codification, Repealer, Severability and Setting an Effective Date, or take other necessary action. (Maggie Eaton)

Motion was made by Committee Member Jaime Stout, seconded by Committee Member Shirley Hilton-Flanary to approve Amended Ordinance No. 4229-A, an Ordinance of the City of Muskogee, by Amending Chapter 2, Administration, Article V. Boards and Commissions, Division 12, Municipal Employees Retirement Board; Section 2-471, Membership, Election and Qualifications; Section. 2-472, Terms and Representation By Department; Section 2-473, Absences and Vacancies; Providing for Codification, Repealer, Severability and Setting an Effective Date.

AYE: Mayor Patrick Cale, Vice Mayor Derrick Reed, Committee Member Jaime Stout, Chair Tracy Hoos, Committee Member Shirley Hilton-Flanary, Committee Member Melody Cranford, Committee Member Dan Hall, Committee Member Tom Martindale

Carried - Unanimously

4. Consider approval of Amended Ordinance No. 4159-A, amending the City of Muskogee Code of Ordinances, Chapter 3, City Council Ethics, Article II, Ethics; amending Section 3-11, Use of Cellular Phones And Recording Devices Prohibited; Adding Repealer, Severability, Codification, And Setting An Effective Date, or take other necessary action. (Katrina Bodenhamer)

City Attorney Katrina Bodenhamer stated this would remove restrictions for cell phones from Executive Session. She explained the removal of cell phones hindered business, as cell phones are used for research and schedules.

Motion was made by Committee Member Tom Martindale, seconded by Vice Mayor Derrick Reed to approve Amended Ordinance No. 4159-A, amending the City of Muskogee Code of Ordinances, Chapter 3, City Council Ethics, Article II, Ethics; amending Section 3-11, Use of Cellular Phones And Recording Devices Prohibited; Adding Repealer, Severability, Codification, And Setting An Effective Date.

AYE: Mayor Patrick Cale, Vice Mayor Derrick Reed, Chair Tracy Hoos, Committee Member Shirley Hilton-Flanary, Committee Member Melody Cranford, Committee Member Dan Hall, Committee Member Tom Martindale

NAY: Committee Member Jaime Stout

Carried

5. Discuss and consider delaying the City CIP Tax Vote until after the proposed Countywide Public Safety Sales Tax, or take other necessary action. (Mayor W. Patrick Cale)

Mayor W. Patrick Cale stated he was concerned that the public would confuse the City CIP Tax with the Countywide Public Safety Sales Tax. He explained if the two (2) elections were held at separate times, both could be successful.

Discussion followed.

Citizen Mike Gragg spoke in favor of the G.O. Bond and the importance of educating the community.

Motion was made by Mayor Patrick Cale, seconded by Committee Member Jaime Stout to have the City CIP Tax Vote and the proposed Countywide Public Safety Sales Tax at different times.

AYE: Mayor Patrick Cale, Vice Mayor Derrick Reed, Committee Member Jaime Stout, Chair Tracy Hoos, Committee Member Shirley Hilton-Flanary, Committee Member Melody Cranford, Committee Member Dan Hall, Committee Member Tom Martindale

Carried - Unanimously

6. (No Action) Discuss and consider the priorities of City Council regarding the proposed Countywide Public Safety Sales Tax and the City's CIP Tax and GO Bond, and take other necessary action. (Mayor W. Patrick Cale)

Citizen Mike Gragg spoke about the need for City input on projects.

7. Consider approval of the appointment of Councilmember Dan Hall to serve on the War Memorial Trust Authority, beginning September 1, 2024 and commensurate with his term on the City Council, replacing Councilor Alex Reynolds, or take other necessary action. (Councilor Tracy Hoos)

Motion was made by Chair Tracy Hoos, seconded by Committee Member Melody Cranford to approve of the appointment of Councilmember Dan Hall to serve on the War Memorial Trust Authority, beginning September 1, 2024 and commensurate with his term on the City Council, replacing Councilor Alex Reynolds.

AYE: Mayor Patrick Cale, Vice Mayor Derrick Reed, Committee Member Jaime Stout, Chair Tracy Hoos, Committee Member Shirley Hilton-Flanary, Committee Member Melody Cranford, Committee Member Dan Hall, Committee Member Tom Martindale

Carried - Unanimously

8. Consider approval of the reappointment of Martin Bebb to the Muskogee Housing Authority, to serve a three (3) year term, beginning August 1, 2024, and ending July 31, 2027, or take other necessary action. (Mayor W. Patrick Cale)

Motion was made by Committee Member Dan Hall, seconded by Committee Member Jaime Stout to approve of the reappointment of Martin Bebb to the Muskogee Housing Authority, to serve a three (3) year term, beginning August 1, 2024, and ending July 31, 2027.

AYE: Mayor Patrick Cale, Vice Mayor Derrick Reed, Committee Member Jaime Stout, Chair Tracy Hoos, Committee Member Shirley Hilton-Flanary, Committee Member Melody Cranford, Committee Member Dan Hall, Committee Member Tom Martindale

Carried - Unanimously

9. Consider approval of the reappointment of Alice Smith to the Muskogee Housing Authority, to serve a three (3) year term, beginning August 1, 2024, and ending July 31, 2027, or take other necessary action. (Councilor Shirley Hilton-Flanary)

Motion was made by Committee Member Shirley Hilton-Flanary, seconded by Committee Member Jaime Stout to approve of the reappointment of Alice Smith to the Muskogee Housing Authority, to serve a three (3) year term, beginning August 1, 2024, and ending July 31, 2027.

AYE: Mayor Patrick Cale, Vice Mayor Derrick Reed, Committee Member Jaime Stout, Chair Tracy Hoos, Committee Member Shirley Hilton-Flanary, Committee Member Melody Cranford, Committee Member Dan Hall, Committee Member Tom Martindale

Carried - Unanimously

RECOGNIZE CITIZENS WISHING TO SPEAK TO CHAIRMAN AND COMMITTEE MEMBERS.

Council Rules of Decorum limit citizen comments to three (3) minutes. Any person desiring to speak is required to sign-in with the City Clerk, provide their name, address, and the particular issue they wish to address. Under Oklahoma law, the Council Members are prohibited from discussing or taking any action on items not on today's agenda. If written materials are to be submitted to the Council twelve (12) copies should be made available, and may not be returned.

Mr. Mark Hughes spoke about Ordinance No. 3830-A and section (b) not being included on the City website.

There being no further business, the meeting was adjourned.

CHAIR TRACY HOOS
PUBLIC WORKS COMMITTEE

pwmin
TT

Public Works Committee **2.**

Meeting Date: 01/13/2025
Submitted For: Roger Kolman, Assistant City Manager
Initiator: Roger Kolman, Assistant City Manager
Department: Assistant City Manager
Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval of a proposed lease for the Armory Building and an accessory building, located on East Davis Field Road, or take other necessary action. (Roger Kolman)

BACKGROUND:

The City of Muskogee has leased property at 601 E Davis Field Rd, the "Armory", to Trafera, LLC since November 2021. That lease contained the following terms:

- 5 year term, through November 2026
- Tenant to invest $200,000 in leasehold improvements that become the property of the landlord upon the termination of the lease
- Rent to be $1.75/sqft per month, first year rent of $42,000 to be waived as an economic development grant. Rent for subsequent years to be offset by the cost of the tenant improvements

The accessory building to the east of the Armory recently became available and Trafera determined that they could use that building as well in expanding their current line of business. As such, a new lease was negotiated for the main building and the accessory building with the following terms:

- 5 year term, commencing upon the execution of the new lease
- Tenant to invest $14,000 in leasehold improvements in the accessory building that will become the property of the landlord upon the termination of the lease
- Rent to be $1.90/sqft per month ($3,800.00 monthly) for the Armory with the first 24 months waived in exchange for the remaining leasehold improvements already in place
- Rent to be $1.09/sqft per month ($581.33 monthly) for the accessory building with the first 24 months waived in exchange for the leasehold improvements made to the accessory building

The Airport Board voted to recommend approval of this lease to the City Council at their December 18, 2024 meeting.

RECOMMENDED ACTION:

Staff recommends approval.

Fiscal Impact

Attachments

Lease Agreement
Lease Exhibit
Collateral Agreement

DEVELOPMENT AND LEASE AGREEMENT
BETWEEN THE CITY OF MUSKOGEE AND TRAFERA, LLC

THIS Development and Lease Agreement ("Agreement"), is made and entered into this ____ day of _____, 2024 (the "Effective Date"), between the City of Muskogee, a charter city organized under the laws of the state of Oklahoma (hereinafter "City" or collectively, "the Parties") and Trafera, LLC ("Trafera" or collectively, "the Parties").

WITNESSETH :

WHEREAS, Section 9:03(e) of the City Charter of the City grants authority to the City Council to lease any real property of the City upon such terms as the Council may approve; and

WHEREAS, Trafera, a technology provider to K-12 schools, is currently leasing from the City certain property known as 601 East Davis Field Road, Muskogee, Oklahoma 74403 ("Property A"); and

WHEREAS, Trafera desires to lease from the City, in addition to Property A, an additional parcel of property located at Davis Field Airport consisting of a 6,400 square foot structure, an adjacent enclosed parking area, and paved parking which is situated on the land. The additional property has a physical address of 615 East Davis Field Road, Muskogee, Oklahoma 74403 (, and is generally described by **Exhibit A**, attached hereto;

WHEREAS, Trafera intends to utilize Property B for the purpose of expanding its business operations in Muskogee by providing additional workspace and sufficient storage; and

WHEREAS, the Parties acknowledge and agree that Trafera desires to invest approximately $14,000.00 in fixed leasehold improvements at Property B, which at the end of the lease term, will vest in the City, and that these improvements will offset any rental costs due to the City; and

WHEREAS, Trafera has requested that its current lease and its terms be conjoined with Property B into a new lease honoring the commitments made in the initial lease; and

WHEREAS, the City finds that it is for the public purpose to engage in activities which enhance or foster economic development within the community, and that the terms and conditions upon which this Agreement is established meets that public purpose.

NOW THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, the Parties hereby agree as follows:

Section 1: Leased Property.

The City-owned real property which is subject to this Agreement and which was identified in the recitals consists of Property A, which consists of approximately 3-acres of land, an accompanying 24,000 square foot structure and paved parking lot consisting of 75 paved parking

spaces, and Property B, which consists of a 6,400 square foot structure, an adjacent enclosed parking area, and an attached paved parking lot. Property A and Property B may be collectively referred to herein as Both pieces of property are identified on **Exhibit A.** Said exhibit shall be incorporated herein. For the avoidance of doubt, this Agreement amends and supersedes the existing lease agreement between the Parties for Property A dated September . In the event of conflict between the terms and conditions of the Original Agreement and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall control.

Section 2: Lease; terms.

A. Lease. The City hereby leases the Property to Trafera for a term ("Term") of five (5) years commencing upon the Effective Dateon date for the lease of the Property shall be _____ ____. Upon commencement, the City shall ensure that the Property is free of debris, rubbish, and trash and is swept clean.

B. Leasehold Improvements. Trafera previously agreed to invest approximately $200,000 in fixed leasehold improvements in Property A. All such improvements shall have approved as of the ratification of this Agreement. All new improvements to Property A made after the Effective Date of this Agreement are subject to approval in writing by the Airport Manager, and any such improvements shall be considered fixed and part of the structure of Property A and shall be surrendered by Trafera to the City upon the end of the lease, or earlier termination of this lease as provided in Paragraph E.

Trafera agrees to invest approximately $14,000.00 in fixed leasehold improvements into Property B. All such improvements shall be approved in writing by the Airport Manager of the City or their designee prior to the commencement of any work, which approval shall not be unreasonably withheld, conditioned or delayed. Any and all improvements made to Property B during the Term which have been approved in accordance herewith shall be considered fixed and part of the structure of Property B and shall be surrendered by Trafera to the City upon the expiration of the Term, or earlier termination of this Agreement as provided in Paragraph E.

C. Rent. Trafera shall be charged rent at a rate of $1.90 per square foot of the structure on Property A per month, equaling a monthly rent of $3,800.00, for a total rent over the Term of $228,000.00; however, for the first two years (24 months) following the Effective Date, rent for Property A shall be waived, having been offset by the total fixed leasehold improvements made to the property during the previous lease. The City shall not be responsible for repaying any fixed leasehold improvements which exceed the value of rent for the term.

Trafera shall be charged rent at a rate of $1.09 per square foot of the structure on Property B, equaling a monthly rent of $581.33 per month, and a total rent over the Term of $34,880.00; however, rent for the first two years (24 months) following the Effective Date shall be offset by the total of any fixed leasehold improvements made during the Term, as set forth in Paragraph B.

At the conclusion of the first 24 months of the Term, Trafera will provide to the City receipts demonstrating the investment made into the Property, to ensure that the minimum value of the off-set is met. The City shall not be responsible for repaying any fixed leasehold improvements which exceed the value of rent for the Term.

D. Utilities, Taxes & Maintenance. Trafera shall be responsible for the cost of all utilities, including water, electric, and gas (if available) furnished to the Property during the Term of this Agreement, as well as, any taxes that may be imposed by any lawful entity with jurisdiction over the Property. This City, at its cost and expense, shall be responsible to maintain, repair and replace as necessary the exterior and structural portions of the structure on the Property and the parking lot. Trafera shall keep the interior portions of the structure on the Property clean and in good condition, and shall keep the parking lot free of garbage and debris.

E. Early Termination. Trafera has the right to terminate this Agreement at any time during the Term by providing at least 12 months' prior written notice to the City. Should Trafera exercise this right, Trafera shall surrender the Property to the City on the effective date set forth in its notice. In the event of an early termination of this Agreement by Trafera, the rent accounting described under section C. will come due at the date of termination.

F. Use. Trafera will occupy the Property continuously and in accordance with all applicable federal, state and local laws. Trafera may not use the Property for any purpose which is unlawful, disreputable, or increases the risk of casualty or the rate of fire or casualty insurance covering the Property, or included structure. Trafera will conduct Trafera's business and will use commercially reasonable efforts to control its agents, employees, licensees, and invitees in such a manner as not to create any nuisance or interfere with, or disturb tenants or occupants of adjacent property.

G. Insurance. City shall insure the structure located on the Property and any leasehold improvements made thereto pursuant to Section 2.B against fire and other casualty in an amount equal to the full replacement value thereof. Trafera shall insure its equipment, furniture, furnishings and other personal property contained in the Property against fire and other casualty in such amounts as Trafera deems necessary. Trafera shall carry commercial general liability insurance on the Property in an amount of at least One Million Dollars ($1,000,000.00). Trafera hereby waives any and all claims and causes of action against the City based on the destruction or damage to the Property or the contents thereof as a result of any cause covered by the fire and casualty insurance described in this Section 2.G, and agree that their respective insurers shall be bound by this waiver, even if such loss or damage was caused by the fault or negligence of the other Party or anyone for whom the other Party may be responsible. If the structure located on the Property shall be damaged or destroyed by fire or other casualty, the City shall exert a good faith effort to repair and restore the same to the condition it was in immediately prior to such casualty. Trafera shall repair and restore any of its personal property damaged in such casualty.

H. Default. Failure to comply with any specific provision contained in this Agreement shall be considered a default. In the event of default, the non-defaulting party shall give written notice of the same to the defaulting party. The defaulting party shall have thirty (30)

days after receipt of such notice to cure the default. If the defaulting party fails to timely cure the default, the non-defaulting party, in addition to any other rights or remedies it may have, shall have the right (but not the obligation) to cure the default and the defaulting party shall reimburse the non-defaulting party for its costs incurred in such cure, within thirty (30) days after receipt of the non-defaulting party's request therefor, which request shall include reasonably satisfactory evidence of the costs incurred in such cure.

Section 3: Assignment

Neither Party may assign this Agreement without the written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Trafera may assign this Agreement to any party controlling, controlled by or under common control with Trafera, or in connection with a merger, reorganization, consolidation or the sale of substantially all of Trafera's assets or membership interests.

Section 4: Headings

The headings contained in this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

Section 5: Choice of Law

This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Oklahoma. The venue for any dispute shall be the District Court in and for Muskogee County, State of Oklahoma, and will not be removed from such.

Section 6: Binding Effect.

This Agreement and the terms, covenants and provisions hereof, shall inure to the benefit of and be binding upon the successors and permitted assigns of both Parties hereto.

Section 7: Counterparts

This Agreement may be executed in counter parts, each of which will be deemed an original and all of which together will constitute one instrument. Notwithstanding any law or presumption to the contrary, this Agreement may be executed electronically, or by facsimile or PDF and each party has the right to rely upon an electronic, facsimile or PDF counterpart of this Agreement signed by the other Party to the same extent as if such party received an original counterpart, and such counterpart of this Agreement shall be deemed valid and binding and admissible by either Party against the other as if the same were an original ink signature.

Section 8: Severability and Amendments

If any one or more of the provisions of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable under applicable law, this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The remaining provisions of this Agreement shall be given effect to the maximum extent then permitted by law.

This Agreement and its attached exhibits represents the entirety of the agreement between the parties. Any amendments or modifications to this agreement must be in writing and signed by both parties.

Section 9: Notices:

Any notices which are required under this Agreement shall be sent by U.S. Mail, certified or registered, return receipt requested, or by nationally recognized overnight delivery service such as but not limited to Federal Express, addressed as follows:

CITY OF MUSKOGEE

City of Muskogee
Attn: City Manager
P.O. Box 1927
Muskogee, Oklahoma 74402

With a copy to:

City of Muskogee
Attn: Airport Manager
1201 Sabre St.
Muskogee, Oklahoma 74403

TRAFERA LLC

Trafera, LLC
Attn: CFO
2250 University Avenue W., Suite 416-S
St. Paul, Minnesota 55114

With a copy to:
Trafera, LLC
Attn: Senior Legal Counsel
2250 University Avenue W., Suite 416-S
St. Paul, Minnesota 55114

Either Party may change its address for notices by providing at least ten (10) days prior written notice of such Party's new address.

Section 10: Entire Agreement

The Parties agree that there are no representations, understandings, stipulations, agreements or promises pertaining to this Agreement or the Property which are not incorporated herein. This Agreement will not be altered, waived, amended, or extended, except by written agreement signed by the City and Trafera.

Section 11: Quiet Enjoyment

Upon observing and performing the terms, conditions and covenants to be performed by it under this Agreement, Trafera shall quietly and peaceably hold and enjoy the Property for and during the Term of this Agreement, unless this Agreement is sooner terminated as provided herein.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties have hereunto set their hands the day and year first above written.

CITY OF MUSKOGEE

_____
W. PATRICK CALE, CITY MAYOR

ATTEST:

_____
TAMMY L. TRACY, City Clerk

(seal)

Approved as to form and legality this _____ day of _____, 2024.

_____
KATRINA BODENHAMER, City Attorney

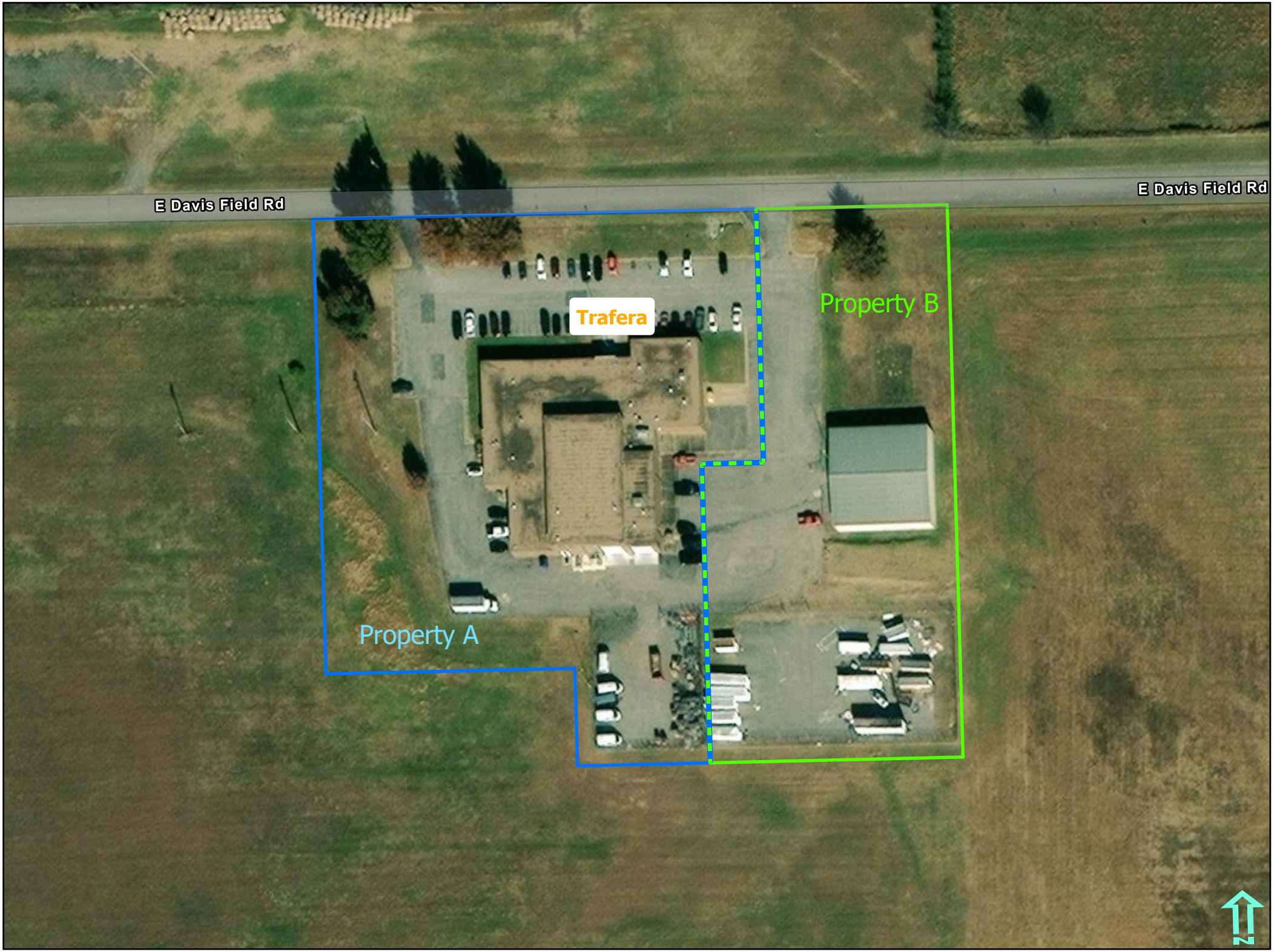
TRAFERA, LLC

By:_____

Print: Nikki Levin

Its: Senior Vice President of Operations

Exhibit A



Location: 601 E Davis Field Rd, Muskogee Ok.

COLLATERAL ACCESS AGREEMENT

THIS COLLATERAL ACCESS AGREEMENT (this "Agreement"), executed and delivered as of this _____ day of _____, 2023, by and among [_____] ("Landlord"), [_____], ("Company"), Wells Fargo Bank, National Association, in its capacity as agent ("Revolving Loan Lender"), and Kayne Senior Credit IV Loanco, LLC, in its capacity as agent ("Term Loan Agent"; together with Revolving Loan Lender, each an "Secured Creditor" and collectively the "Secured Creditors") for certain lenders ("Term Loan Lenders"; together with Revolving Loan Lender, collectively "Lenders").

W I T N E S S E T H

WHEREAS, Revolving Loan Lender, Company and certain affiliates of Company have entered, and may from time to time hereafter enter, into various agreements, instruments and documents (as amended, restated, supplemented or otherwise modified from time to time, collectively the "Revolving Loan Documents") providing for Revolving Loan Lender to make or cause to be made certain financial accommodations for the benefit of Company;

WHEREAS, Term Loan Agent, Term Loan Lenders, Company and certain affiliates of Company have entered, and may from time to time hereafter enter, into various agreements, instruments and documents (as amended, restated, supplemented or otherwise modified from time to time, collectively the "Term Loan Documents"; together with the Revolving Loan Documents, collectively, the "Loan Documents") providing for Term Loan Lenders to make or cause to be made certain financial accommodations for the benefit of Company;

WHEREAS, to secure payment and performance of all of Company's obligations and liabilities to Revolving Loan Lender under the Revolving Loan Documents and to the Term Loan Lenders under the Term Loan Documents, Secured Creditors, Revolving Loan Lender and Term Loan Lenders have required that Company separately grant to Revolving Loan Lender and to Term Loan Agent, on behalf of Term Loan Lenders, a security interest in all of Company's existing and hereafter acquired property, including without limitation, cash, cash equivalents, goods, inventory, machinery, equipment, and furniture and trade fixtures such as equipment bolted to floors (but in all cases excluding HVAC, air conditioning, plumbing and other building fixtures integral to the operation of the Premises), together with all additions, substitutions, replacements and improvements to, and proceeds of, the foregoing (collectively, such property, the "Collateral");

WHEREAS, all or some of the Collateral is now or from time to time hereafter may be located at the premises known as _____ (the "Premises") and legally described on Exhibit A hereto, which Premises are owned and leased by Landlord to Company pursuant to a certain Lease dated _____, _____ (said Lease, together with any and all renewals, extensions, amendments, modifications, substitutions, and replacements thereof, being hereinafter referred to as the "Lease"); and

WHEREAS, as a condition precedent to making loans or advances under the Loan Documents, Secured Creditors and Lenders have required Landlord to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Landlord hereby covenants and agrees with Secured Creditors and Lenders as follows:

1. Estoppel. Landlord hereby certifies, as of the date hereof, that (a) the Lease is in full force and effect, (b) the Lease has not been modified, supplemented or amended in any way, and (c) there is no default by Company in the performance of any of its obligations under the Lease, and there is no fact or circumstance which, with the giving of notice or the passage of time, would become a default.

2. Default Under the Lease. Landlord agrees to provide each Secured Creditor with (a) a copy of any cancellation, amendment, consent, or waiver under the Lease, and (b) written notice of any default by Company under the Lease (a "Default Notice") at the same time as it sends such notice to Company; provided, that (i) each Secured Creditor shall have at least thirty (30) days following receipt of such Default Notice to cure such default before the Lease terminates, and (ii) no Secured Creditor shall be under any obligation to cure any default by Company under the Lease. No action by any Secured Creditor pursuant to this Agreement shall constitute or be deemed to be an assumption by such Secured Creditor of any obligation under the Lease, and no Secured Creditor shall have any obligation to Landlord.

3. Personal Property. Landlord agrees that the Collateral is and shall remain personal property notwithstanding the manner or mode of the attachment of any item of Collateral to the Premises, and is not, and shall not become, or be deemed to be, fixtures.

4. Right of Access. Each Secured Creditor may have access to the Premises at any time for the purpose of inspecting, appraising, repossessing, removing, preparing for sale, advertising, displaying, selling (including conducting "going out of business" sales), disposing or otherwise dealing with the Collateral or any part thereof in accordance with the terms and conditions of the Loan Documents without objection, delay, hindrance or interference by Landlord; provided, that if the "Access Termination Date" (as defined below) has occurred, each Secured Creditor's right to access the Premises under this Agreement shall be subject to the following: (i) such access period by a Secured Creditor shall commence when such Secured Creditor provides written notice to Landlord of its election to access the Premises as provided above and shall terminate no later than 120 days following the Access Termination Date (such notice by such Secured Creditor, an "Access Notice"; such period commencing on delivery of such Access Notice and ending 120 days following the Access Termination Date, the "Access Period"), and (ii) during the Access Period (which period of access may be terminated as to a Secured Creditor by such Secured Creditor at any time), the applicable Secured Creditor will pay to Landlord an access fee for each day during such Access Period equal to the "Per Diem Fee" (as defined below) (it being understood that, for any day on which more than one Secured Creditor occupies the Premises, such Per Diem Fee shall be allocated among such Secured Creditors in accordance with the Intercreditor Agreement referred to below). The access fee shall be payable monthly in advance based on the number of days in a month during such Access Period that the applicable Secured Creditor estimates for access with a settlement at the end of such month for the actual days of access. "Access Termination Date" means the date each Secured Creditor receives written notice from Landlord that the Lease has been terminated and Company has no right of access to the Premises. "Per Diem Fee" means, for any day of a month during the Access Period, the current, non-default basic rent due for such month under the Lease

(exclusive of past due rent or charges), divided by 30. Each Secured Creditor shall reimburse Landlord for the cost of any repair of any physical injury to the Premises caused by such Secured Creditor's removal of the Collateral but no Secured Creditor shall be liable for any diminution in value of the Premises caused by the absence of Collateral actually removed or by any necessity of replacing the Collateral. Under no circumstances shall any Secured Creditor be liable for any past due rent owing by Company to Landlord. The right of access provided in this Section 4 is a contractual right granted by Landlord to each Secured Creditor and is not intended to limit such Secured Creditor's rights, if any, to obtain access to the Premises in any other manner provided under applicable law. The obligations of each Secured Creditor under this Agreement are several and not joint and neither Secured Creditor shall be liable to the Landlord for the obligations of the other Secured Creditor.

5. Waiver. Landlord waives each and every right which Landlord now has or hereafter may have, under the laws of the State in which the Premises are located, or by virtue of the Lease, or by virtue of Company's occupation of the Premises, to levy or distrain upon, for rent, in arrears, in advance or both or for any monetary obligation arising by reason of default under the Lease, or to claim or assert any lien, security interest, right, claim or title to any or all of the Collateral, which now or hereafter may be, or may be installed, on said Premises. Each Secured Creditor and Landlord hereby agree that the provisions of this Section 5 are made in favor, and shall inure to the benefit, of only Secured Creditors, Lenders and their respective successors and assigns, and to no other persons.

6. Continued Effectiveness. Each Secured Creditor, Revolving Loan Lender and Term Loan Lenders may, without affecting the validity of this Agreement, extend, amend or in any way modify the terms of the applicable Loan Documents. This Agreement shall continue in force until all of Company's obligations and liabilities to each Secured Creditor and Lenders are paid and satisfied in full and all obligations of each Secured Creditor and Lenders under the Loan Documents have been terminated. This Agreement shall inure to the benefit of the successors and assigns of each Secured Creditor and Lenders and shall be binding upon the heirs, personal representatives, successors and assigns of Landlord and Company.

7. Intercreditor Agreement. Revolving Loan Lender and Term Loan Agent hereby agree that, as between themselves, the exercise of rights and remedies by any Secured Creditor under this Agreement shall be subject to the terms of that certain Intercreditor Agreement dated as of September 30, 2020 among Revolving Loan Lender and Term Loan Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"). The Landlord shall have no duty to confirm whether or not any action taken by Revolving Loan Lender or Term Loan Agent hereunder is in compliance with the Intercreditor Agreement.

8. Notices. All notices given under this Agreement shall be sent either by U.S. Mail, postage prepaid, certified, return receipt requested, or by Federal Express or other overnight courier service, at the following address:

If to Revolving Loan Lender:	Wells Fargo Bank, National Association 90 S. 7th Street, 12th Floor Minneapolis, MN 55402 Attention: Trinity Loan Portfolio Manager Fax No.: 855-873-6367
If to Term Loan Agent:	Kayne Senior Credit IV Loanco, LLC 150 N. Riverside Plaza, Suite 2010 Chicago, IL 60606 Attention: Frank Karl Fax No.: 312-994-8422
If to Landlord:	_____ _____ _____ Attention: _____ Fax No.: _____
If to Company:	_____ _____ _____ Attention: _____ Fax No.: _____

9. Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by electronic transmission or email attachment shall be as effective as delivery of a manually executed counterpart hereof. No party hereto shall raise the use of electronic transmission or email attachment to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

[*Remainder of page left intentionally blank; signature pages follow*.]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered as of the day and year specified at the beginning hereof.

LANDLORD:

_____

By_____
Name_____
Title_____

COMPANY:

_____

By_____
Name_____
Title_____

REVOLVING LOAN LENDER:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Revolving Loan Lender

By_____
Name_____
Title_____

TERM LOAN AGENT:

KAYNE SENIOR CREDIT IV LOANCO, LLC,
as Term Loan Agent

By_____
Name_____
Title_____

EXHIBIT A

Legal Description

Public Works Committee **3.**

Meeting Date:	01/13/2025		
Submitted For:	Tammy Tracy, City Clerk	Initiator:	Tammy Tracy, City Clerk
Department:	City Clerk		
Staff Information Source:	Councilor Shirley Hilton-Flanary		

Information

AGENDA ITEM TITLE:

Consider approval of the appointment of Mike Brawley as the Ward 1 Commissioner to the Urban Renewal Authority, filling the unexpired term of Eric Elgin, commencing upon appointment, and expiring August 31, 2025, or take other necessary action. (Councilor Shirley Hilton-Flanary)

BACKGROUND:

Mr. Eric Elgin has resigned as Ward 1 Commissioner for the Urban Renewal Authority. Mr. Brawley will fill his unexpired term. He is eligible for reappointment.

RECOMMENDED ACTION:

Approve the appointment of Mike Brawley.

Fiscal Impact

Attachments

Mike Brawley

CITY OF MUSKOGEE
CITY COUNCIL

APPLICATION FOR CITY COUNCIL APPOINTMENT TO A BOARD OR COMMISSION

Application Instructions:

- Complete the entire application form (copies of the form are acceptable).
- Applicants are strongly encouraged to attach a current resume or biography.
- Specifically list the names of the boards or commissions to which you are applying (multiple selections are allowed). Paperwork cannot be appropriately processed unless specific boards or commissions are listed.
- Return application along with your resume to:
  Office of the City Clerk, 229 W. Okmulgee, Muskogee, OK 74403 or by fax 918-684-6395.
- This form can be obtained electronically at http://www.cityofmuskogee.com, or by calling the City Clerk's Office at: (918) 684-6270.

Board(s) or Commission(s) for which you would like to be considered:

_____

_____

Your Full Legal Name: _____ Your Preferred Name:_____

Business Name: _____ Home Address:_____

Job Title/Employment Date: _____ City Zip:_____

Business Address: _____ Ward: X-1 2 3 4

_____ Home Phone: _____

Business Phone:_____ Cell Phone:_____

Fax: _____ Home Email:_____

Business Email: _____

Are you registered to vote in City of Muskogee Elections? X-Yes No
Are you a citizen of the United States? X-Yes No

Personal Information:
The Mayor and Council desire a broad representation of backgrounds on boards and commissions.

Education (high school, name and location of college or university, year graduated, and degree):

_____

_____

_____

_____

APPLICATION FOR APPOINTMENT TO A BOARD OR COMMISSION

Current employment (job description, employment date, supervisor):

Previous employment or experience:

Professional Licenses Held (if applicable):

Professional References (name, title, contact phone number):

Memberships in professional or civic organizations (please include offices held and dates of terms):

Military Service Record (including awards, decorations, etc.):

Have you ever been elected or appointed to any public office, board or commission in the City of Muskogee? No Yes (If yes, please list with dates served)

Do you currently hold a public office? Public offices include elected or appointed officials of a municipality (it does not have to be Muskogee it could be any town or city), elected or appointed official of any county or the state or federal government, are a trustee of a public trust, are employed by any entity as a police officer, fire fighter, deputy sheriff, assistant district attorney or similar position or the member of a school board or appointed official of a school system or any other public or similar position.

Do you have any financial or other interests that might present a conflict of interest, or the appearance of such a conflict, if you were to be appointed to the position for which you have applied? No Yes (If yes, please explain)

APPLICATION FOR APPOINTMENT TO A BOARD OR COMMISSION

_____
_____
_____
_____

Please list any special interests or characteristics which might be important to serve on a Board or Commission:

_____
_____
_____
_____

RELEASE OF INFORMATION

I authorize the use of any information contained in the **APPOINTMENTS APPLICATION** to verify my statements made in the Application. I authorize my past employers, all references, and any other persons to answer all questions asked concerning my ability, character, reputation and previous education or employment record. I release all such persons from any liability or damages on a ccount of having furnished such information. I consent to such investigations as Tammy Tracy, City Clerk or her authorized representatives may make regarding law enforcement records and my general background.

I certify under penalty of perjury under the laws of the State of Oklahoma, that the above information is true, complete and correct to the best of my knowledge.

Mike Brawley _____
Signature of Nominee **Date**

Submitted by the Mayor for approval by the City Council this _____ day of _____, 20____

_____
Signature of Sponsor