



Together, Investing in Municipal Excellence

STILLWATER ECONOMIC DEVELOPMENT AUTHORITY MEETING AGENDA
DECEMBER 4, 2023

723 S. Lewis Street, Room 1122 B
Stillwater, OK 74074
5:30 PM

Chair Will Joyce, Vice Chair Amy Dzialowski, Trustees Christie Hawkins, Kevin Clark, & Tim Hardin

1. Call Meeting to Order

2. Consent Docket

Items listed on the consent docket are routine administrative matters that may be approved without discussion. The Council will take action on these items collectively with a single vote. The requested City Council action is indicated for each item listed. Should a Councilor elect to discuss, amend, revise, or table any item listed on the consent docket, the item will be moved to the section of the agenda titled "Items Removed from the Consent Docket" for consideration and possible action. Additionally, a Councilor or the City Manager may simply ask the Mayor to remove an item from the consent docket prior to action by the City Council and no action will be taken on the removed item at this meeting.

a.	Approve November 13, 2023 regular meeting minutes	
b.	Approve budget amendment recording \$795,479 in transfers between funds for Block 34 improvements	Christy Cluck
c.	Approve termination agreement between Lakeview Landing, LLC and Stillwater Economic Development Authority	Brady Moore
d.	Approve budget amendment increasing revenue projections for a transfer of \$250,000 from City to Stillwater Economic Development Authority (SEDA), which will allow SEDA to cover Lakeview Landing financing provided to the developer through a loan from Stillwater Utilities Authority to SEDA	Christy Cluck
e.	Approve budget amendment increasing appropriations of \$250,000 to cover Lakeview Landing financing provided to the	Christy Cluck

	developer through a loan from Stillwater Utilities Authority to Stillwater Economic Development Authority	
f.	Approve budget amendment decreasing revenue and appropriation projections of \$5,750,000 from Stillwater Utilities Authority to Stillwater Economic Development Authority for the Lakeview Landing agreement, which is being terminated	Christy Cluck

3. Public Comment

4. Items Removed from the Consent Docket

Items removed from the consent docket are placed on this section of the agenda for discussion, revision, amendment and/or tabling prior to action by the Trustees. The Trustees may take action, including a vote or series of votes, on items removed to this section of the agenda after the requested discussion, revision, or amendment.

5. General Orders

The board/committee/commission will hear a staff presentation and take action including a vote or series of votes on each item listed as presented or as amended or revised by members of the board/committee/commission unless the agenda entry specifically states no action will be taken. The requested action is indicated in each agenda entry but may be amended or revised prior to action by the board/committee/commission.

a.	Consider approval of the Block 34 revised Supplemental Donation Agreement	Brady Moore, Steve Irby
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6. Questions and Inquiries

7. Reports from Officers and Boards

Announcements and remarks of general interest may be made by Trustees, General Manager or General Counsel. Items of City business that may require discussion or action, including a vote or series of votes, are listed below

8. Adjourn

On November 30 at 4:45 p.m., a true and correct copy of this agenda was posted on the kiosk outside City Hall, 723 S. Lewis Street, Stillwater, OK.

The City of Stillwater encourages participation from all citizens. If participation at any public meeting is not possible due to a disability, please notify the City Manager's office at least 48 hours prior to the meeting by calling 405.742.8209.

- Meetings are televised on AT&T U-verse channel 99 and Optimum channel 14.
- Find meeting agendas and minutes online at [Agendas and Minutes](#)
- Official minutes are archived in the City Clerk's office.

IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW, THE AGENDA
WAS POSTED NOVEMBER 10, 2023 AT 8:00 A.M. AT THE MUNICIPAL BUILDING,
723 SOUTH LEWIS, STILLWATER, OKLAHOMA

MINUTES
STILLWATER ECONOMIC DEVELOPMENT AUTHORITY
REGULAR MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
NOVEMBER 13, 2023

PRESENT: CHAIR WILLIAM H. JOYCE, VICE CHAIR AMY DZIALOWSKI,
TRUSTEES CHRISTIE HAWKINS, KEVIN CLARK AND TIM HARDIN
ABSENT: NONE

1. CALL MEETING TO ORDER

Chair Joyce called the meeting to order at 5:41 p.m.

2. CONSENT DOCKET

- a. Approve 10/16/2023 regular meeting minutes
- b. Approve Stillwater Economic Development Authority 2024 meeting schedule

MOTION BY TRUSTEE HAWKINS, SECOND BY TRUSTEE CLARK TO APPROVE THE CONSENT DOCKET AS PRESENTED.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA.
NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

3. PUBLIC COMMENT ON AGENDA ITEMS NOT SCHEDULED FOR PUBLIC HEARING

There were no requests to speak on agenda items not scheduled for public hearing.

4. QUESTIONS & INQUIRIES

None.

5. ITEMS REMOVED FROM THE CONSENT DOCKET

None.

6. REPORTS FROM OFFICERS & BOARDS

- a. Miscellaneous items from General Counsel: No report.
- b. Miscellaneous items from General Manager: No report.
- c. Miscellaneous items from Trustees: No report.
 - i) Discussion about scheduling items for future meetings

7. ADJOURN

MOTION BY VICE CHAIR DZIALOWSKI, SECOND BY TRUSTEE HAWKINS TO ADJOURN THE NOVEMBER 13, 2023 REGULAR MEETING OF THE STILLWATER ECONOMIC DEVELOPMENT AUTHORITY.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA.
NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

The regular meeting of the Stillwater Economic Development Authority adjourned at 5:41 p.m.

**WILLIAM H. JOYCE, CHAIR
STILLWATER ECONOMIC DEVELOPMENT
AUTHORITY**

**TERESA KADAVY, SECRETARY
STILLWATER ECONOMIC DEVELOPMENT
AUTHORITY**

DRAFT

Budget Amendment Request

For Budget Year 2024

Department of Finance
723 S. Lewis Street/P.O. Box 1449
Stillwater, OK 74076-1449

Office: 405.372.0025
Web: stillwater.org

Date: 11/15/2023

Department: Finance

Requested by: Christy Cluck *R.B. SEDA consent*
12.04.23

Explanation: Transfer Out:
Record transfers between funds for Block 34 improvements.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Transfer Out - SEDA TIF#3	8561522 - 71000		\$ 0	\$ 595,479	\$ 595,479
	Transfer Out - Visitor Amenities	8580000 - 71000		\$ 0	\$ 200,000	\$ 200,000
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

Net Change: (will usually result in a total increase or decrease)

\$ 795,479

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Christy Cluck

Date: 11-15-2023

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

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MUTUAL TERMINATION AGREEMENT

THIS MUTUAL TERMINATION AGREEMENT (this "Termination Agreement") is made effective as of the 23rd day of October, 2023 (the "Effective Date") by and between the **STILLWATER ECONOMIC DEVELOPMENT AUTHORITY**, a public trust having as its beneficiary the City of Stillwater (the "Authority"), and **LAKEVIEW LANDING, LLC**, an Oklahoma limited liability company ("Redeveloper").

RECITALS:

A. The Authority and Redeveloper entered into a Redevelopment Agreement dated April 19, 2021 (the "Redevelopment Agreement"), for the redevelopment of the Boomer Lake Station Power Plant and certain adjacent properties located in the City of Stillwater, Oklahoma, as a new entertainment district destination area for the City of Stillwater, consisting of infill development with commercial, retail, residential, office, and recreational components, creating an entertainment venue and gathering space (the "Redevelopment"), as more particularly described in, and subject to terms and conditions set forth in, the Redevelopment Agreement.

B. Pursuant to the Redevelopment Agreement, the Authority made an advance of assistance in development financing in the amount of \$250,000.00 ("Advance") to Redeveloper for the payment of certain Pre-Development Costs, as more particularly described in, and subject to terms and conditions set forth in, the Redevelopment Agreement. Redeveloper executed a Promissory Note dated June 24, 2021 in the principal sum of \$250,000.00 ("Note").

C. To secure Redeveloper's obligations under the Note, the Authority and Redeveloper executed a Collateral Assignment of Project Work Product dated June 24, 2021 pursuant to which Redeveloper granted, transferred, and assigned to the Authority all of Redeveloper's right, title, and interest in and to the Design Development Documents, the Construction Documents, and the Prior Work Product, as more particularly described and subject to terms and conditions set forth therein (the "Assignment").

D. Capitalized terms used but not defined in this Termination Agreement shall have the meanings assigned to them in the Redevelopment Agreement and the Assignment.

E. The Authority and Redeveloper have determined that the Redevelopment is no longer feasible due to changes in circumstances, including without limitation, fluctuating material and labor costs and changes in market conditions, and therefore deem it appropriate and desirable to terminate the Redevelopment Agreement in accordance with the provisions of this Termination Agreement.

NOW, THEREFORE, the Authority and Redeveloper agree as follows:

SECTION 1. Termination of Redevelopment Agreement.

The Authority and the Redeveloper hereby terminate the Redevelopment Agreement, and neither the Authority nor the Redeveloper shall have any further rights against or liability to the other under the Redevelopment Agreement.

SECTION 2. Assignment and Note.

The Authority acknowledges receipt of the Design Development Documents, the Construction Documents, and the Prior Work Product which has been delivered by Redeveloper pursuant to Section 3.2 of the Redevelopment Agreement and the Assignment. The Authority and Redeveloper agree the Assignment is irrevocable and as such the Authority may exercise the rights and benefits conferred thereunder, if elected by the Authority. Upon Redeveloper's execution of this Termination Agreement, the Authority will deliver to Redeveloper the original Note marked as "SATISFIED," and neither the Authority nor the Redeveloper shall have any further rights against or liability to the other under the Assignment or the Note.

SECTION 3. Mutual Releases.

In consideration of the terms and conditions set forth in this Termination Agreement, the Authority and Redeveloper release and discharge each other, of and from any and all claims, demands, liabilities, damages, costs, expenses, losses, obligations, and responsibilities of whatsoever kind or nature, under, arising out of, or relating to the Property, the Redevelopment Agreement, the Advance, the Note, and the Assignment, whether past, present or future.

SECTION 4. General.

The Authority and Redeveloper agree that this Termination Agreement contains the entire understanding and agreement between the parties with respect to the matters referred to herein. The parties acknowledge that they have not executed this Termination Agreement in reliance on any other promise, agreement, warranty or representation, whether oral or written. This Termination Agreement shall be binding upon and inure to the benefit of the Authority and Redeveloper and their respective successors and assigns. This Termination Agreement shall be governed by and interpreted in accordance with the laws of the State of Oklahoma. This Termination Agreement may be executed in counterparts, each of which when taken together shall constitute one and the same original. Any fully executed photocopy or similar reproduction of this Termination Agreement shall be deemed an original for all purposes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Redeveloper and the Authority have executed this Mutual Termination Agreement as of the Effective Date.

REDEVELOPER:

LAKEVIEW LANDING, LLC,
an Oklahoma limited liability company

By: 
Clifford Braun, Managing Member

AUTHORITY:

**STILLWATER ECONOMIC DEVELOPMENT
AUTHORITY, a public trust**

By: _____
William H. Joyce, Chairman

Attest:

Secretary

(SEAL)

APPROVED as to form and legality.

City Attorney

Budget Amendment Request

For Budget Year 2024

Department of Finance
723 S. Lewis Street/P.O. Box 1449
Stillwater, OK 74076-1449

Office: 405.372.0025
Web: stillwater.org

Date: 11/30/2023

Department: City Manager's Office

Requested by: Brady Moore **2.d. SEDA Consent**

Explanation:

Revenue (SEDA):

Increase revenue projections for transfer from City to SEDA to cover Lakeview Landing financing provided to the developer that will not be repaid. Funds were loaned from SUA to SEDA. This transfer will allow SEDA to repay it's loan from SUA.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Transfer In: SEDA-TIF#4	8550000 - 61000		\$ 0	\$ 250,000	\$ 250,000
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

Net Change: (will usually result in a total increase or decrease)

\$ 250,000

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Chris Clark

Date: 11-30-2023

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

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Budget Amendment Request
For Budget Year 2024

Department of Finance
723 S. Lewis Street/P.O. Box 1449
Stillwater, OK 74076-1449

Office: 405.372.0025
Web: stillwater.org



Date: 11/30/2023

2. e. SEDA Consent

Department: City Manager's Office

Requested by: Brady Moore

Explanation:

Expenditure (SEDA):
Increase appropriations to cover Lakeview Landing financing provided to the developer that will not be repaid. Funds were loaned from SUA to SEDA. This transfer will allow SEDA to repay it's loan from SUA.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Transfer Out: SEDA-TIF#4	8550000 - 71000		\$ 0	\$ 250,000	\$ 250,000
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

Net Change: (will usually result in a total increase or decrease)

\$ 250,000

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Cheryl Chuch

Date: 11-30-2023

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

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Budget Amendment Request

For Budget Year 2024

Department of Finance
723 S. Lewis Street/P.O. Box 1449
Stillwater, OK 74076-1449

Office: 405.372.0025
Web: stillwater.org

Date: 11/30/2023

Department: City Manager's Office

Requested by: Brady Moore **2.f. SEDA Consent**

Explanation:

Revenue (SEDA):

Decrease revenue projections to reduce transfers from SUA to SEDA. Transfers were intended to fund financing for the Lakeview Landing agreement which is being terminated.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:	Transfer In: SEDA-TIF#4	8550000 - 61000		\$ 5,750,000	(\$ 5,750,000)	\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

Net Change: (will usually result in a total increase or decrease)

(\$ 5,750,000)

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Chris Church

Date: 11-30-2023

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

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Budget Amendment Request
For Budget Year 2024

Department of Finance
723 S. Lewis Street/P.O. Box 1449
Stillwater, OK 74076-1449

Office: 405.372.0025
Web: stillwater.org



Date: 11/30/2023

Department: City Manager's Office

Requested by: Brady Moore 2.f. SEDA Consent

Explanation: Expenditure (SEDA):
Decrease appropriations related to up-front financing for the Lakeview Landing agreement which is being terminated.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:	Development Agreement	8550000 - 53046		\$ 5,750,000	(\$ 5,750,000)	\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

Net Change: (will usually result in a total increase or decrease)

(\$ 5,750,000)

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Christy Cluck

Date: 11-30-2023

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--

This Supplemental Donation Agreement (this "Agreement") is made effective as of the _____ day of _____, 2023 ("Effective Date"), between Stillwater Designs and Audio, Inc., an Oklahoma corporation ("Donor"), the City of Stillwater, a municipal corporation ("City"), and the Stillwater Economic Development Authority, a public trust having as its beneficiary the City of Stillwater ("SEDA").

RECITALS:

A. The City owns certain vacant real property in Stillwater, Oklahoma comprised of five contiguous parcels, collectively 2.07 acres in size, located between Eighth Avenue on the north, Husband Street on the east, Ninth Avenue on the south, and Duncan Street on the west, currently zoned Commercial business, and is located within the boundaries of Increment District No. 3, City of Stillwater (herein "Block 34").

B. The City and its trust, the Block 34 Trust, have long envisioned the development and construction of Block 34 as a multi-use public space for citizens, students, and visitors and enable retail, hospitality and cultural/educational opportunities, an outdoor performance stage capable of hosting plays, concerts, and more, and a central green space with sustainable landscaping.

C. This agreement supplements the Amended and Restated Donation and Naming Rights Agreement ("Primary Agreement") effective January 5, 2022, which amended and restated the Donation and Naming Rights Agreement between the Donor, the Foundation, City, SEDA dated December 6, 2021.

D. The term Block 34 Park is as defined in the Primary Agreement.

E. The Donor wishes to make a supplemental charitable gift to the City for the use and benefit of constructing the Block 34 Park.

F. Engineering and Architectural Design and Construction Documents ("EAC Documents") are "Gift #1" as described in the Primary Agreement.

G. The Inclusive Play Area and the Inclusive Music Play area, which were "add alternates" in the bidding process, will be included and constructed as elements of the Block 34 Park.

AGREEMENTS:**1. GIFT AND PURPOSE.**

The Donor hereby irrevocably pledges to the City a supplemental gift ("Supplemental Gift"), delivered on terms set forth below.

1.1 Restrictions on Use of Supplemental Gift. It is understood and agreed that the Supplemental Gift will be used solely for the construction of the public improvements and amenities of the Block 34 Park, as defined in the “Primary Agreement” and in accordance with the EAC Documents. The Supplemental Gift shall not be used for:

- 1.1.1 City personnel or paid to the City for any work performed by City staff, employees, or equipment
- 1.1.2 sound equipment or specialize performance stage lighting,
- 1.1.3 structures intended to be leased by the City to other entities,
- 1.1.4 Musician Recognition Features,
- 1.1.5 Perimeter parking around the Block 34 Park,
- 1.1.6 Improvements to streets and avenues adjacent to Block 34 Park
- 1.1.7 Parking or any other facilities external to the Block 34 Park and not included in the EAC Documents.

2. DONOR OBLIGATIONS.

2.1 Supplemental Construction Contribution. Donor agrees to provide funds and in-kind contributions with a combined value of \$3,026,665 (Three Million Twenty Six Thousand Six Hundred and Sixty Five U.S. Dollars) for the construction of Block 34 Park:

- 2.1.1 Kicker will donate the design, construction, and installation (“Sign, Wayfinding, Recognition Works”) of the following:
 - 1. Primary Block 34 identification
 - 2. Secondary Block 34 identification with static, back-lit or indirect-lit event display
 - 3. Stage and Pavilion identification including donor identification
 - 4. Dimensional wayfinding map; placed on top surface of 4-sided donor cube
 - 5. ADA restroom and room ID signage and identification
 - 6. Reserved accessible parking identification
 - 7. Play Area/ Water Feature rules signage (as required)

These features will be among the last improvements to the project before the park is put into operation. Kicker shall provide copies of the invoices for the sign, wayfinding, recognition works which will be attributed to the Supplemental Construction Contribution.

2.1.2 The balance of the Contribution shall be disbursed to the City in an amount equal to progress payments made by the City to the contractor(s) during construction of Block 34 Park, under the following conditions:

- 2.1.2.1 City received and applied funding from all other pledged sources for the Project, including but not limited to funding from
 - a. The Primary Agreement,

- b. Simmons Bank,
- c. Stillwater Community Center Foundation,
- d. Any other pledged donations to the Project.

2.1.2.2 City funded or provided the following in-kind or otherwise funded contributions to the Project as per the EAC Documents including

- a. Removal of all existing above ground infrastructure on the Block 34 Park area
- b. Grubbing of the Block 34 Park area
- c. Water supply and meters
- d. Wastewater collection system and tie-ins to City system
- e. Primary power system and meters connected to the Stillwater Electric Utility System
- f. Street Lighting in accordance with the EAC Documents
- g. Perimeter Sidewalk Lighting
- h. Improvements to streets and avenues adjacent to the Park

3. CITY OBLIGATIONS:

3.1 Payments. The City agrees to provide Donor with evidence of the City's progress payments to the contractor(s) for the construction of Block 34 Park, copies of the contractor's applications for payment, invoices, and other documentation as may be reasonably requested by Donor.

3.2 Infrastructure. The City agrees to provide the infrastructure in the Block 34 Park, including sidewalks, roads, walkways, buildings, fixtures, as well as all infrastructure necessary for the delivery of utilities to the Block 34 Park, and all street and security lighting, together with all maintenance and repair as determined appropriate by the City.

3.3 Laws; Rules and Regulations. The City will enforce any and all applicable laws and rules and regulations with respect to the Block 34 Park. The City has the right to amend, supplement or adopt new laws or rules and regulations for the Block 34 Park from time to time.

4. REPORTING AND STEWARDSHIP.

The City will provide the Donor with an appropriate confirmation, report, and/or acknowledgment of the Supplemental Gift.

5. FISCAL YEAR LIMITATION.

It is the specific intent and understanding of the parties that to the extent any financial obligation hereunder results in a multi-year obligation by a public entity, such obligations are intended to be undertaken by SEDA, not the City, and are subject to all Constitutional and legal limitations.

6. AMENDMENT.

Any provision of this Agreement may be amended, modified or deleted by the written agreement of the Donor, SEDA, and the City.

7. ENTIRE AGREEMENT.

This Agreement contains the entire understanding of the parties with respect to the subject matter of the Agreement and is subject to the laws of the State of Oklahoma. This Agreement also supersedes all other agreements and understandings, both oral and written, between the parties relating to the subject matter of the Agreement.

8. BINDING EFFECT.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives, and assigns.

9. COUNTERPARTS.

This Agreement may be executed in several counterparts, and all such executed counterparts shall constitute the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Donation and Naming Rights Agreement as of the Effective Date.

DONOR:

STILLWATER DESIGNS AND AUDIO, INC.,
an Oklahoma corporation
By:

Steven M. Irby, President

CITY:

CITY OF STILLWATER,
a municipal corporation
By:

William Joyce, Mayor

SEDA:

STILLWATER ECONOMIC DEVELOPMENT AUTHORITY,
a public trust

By:

William Joyce, Chair