



Together, Investing in Municipal Excellence

CITY COUNCIL MEETING AGENDA

DECEMBER 4, 2023

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

Mayor Will Joyce, Vice Mayor Amy Dzialowski, Councilors Kevin Clark, Christie Hawkins, & Tim Hardin

NOTICE: The Mayor and City Council will gather at 6:45 p.m. on this date in the lobby of the Police Department for a meet and greet reception welcoming City Manager Kimberly Meek. No city business will be discussed or acted upon. The public is invited to attend.

1. Call Meeting to Order
2. Pledge of Allegiance
3. Proclamations and Presentations
4. 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 session meeting minutes	
b.	Approve budget amendment reflecting increased revenue projections of \$7,156,665 for receipt of donations/grants for Block 34 improvements	Christy Cluck
c.	Approve budget amendments reflecting the following transfers of funds for Block 34 improvements: Transfer Out - \$279,000 Transfer In - \$1,137, 999	Christy Cluck

d.	Accept the Block 34 engineering and architectural design documents and authorize staff to issue a donation receipt in the amount of \$251,678.09 to Stillwater Designs & Audio, Inc. for calendar year 2023	CC-23-166	Christy Cluck
e.	Approve budget amendments reflecting revenue and expenditure of sponsorship grant funds from Grand River Dam Authority totaling \$20,000 for the Couch Park Ballfield Lighting Project		Loren Smith
f.	Approve budget amendment appropriating \$250,000 to cover Lakeview Landing financing provided to the developer through a loan from Stillwater Utilities Authority to Stillwater Economic Development Authority		Christy Cluck

5. Public Comment on Items not Scheduled for Public Hearings

Stillwater City Code, Section 2-53(a) & (b), provides that taxpayers or residents of the city, or their authorized legal representatives, may address the Council at a regularly scheduled meeting on **any item of business listed on the meeting agenda** provided they have submitted a written request prior to the meeting either online at Request to speak form or via the form found in the lobby outside Council chambers prior to meetings.

6. 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 City Council. The City Council 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.

7. General Orders

The City Council will hear a staff presentation, discuss, and take action including a vote or series of votes on each item listed as presented or as amended or revised by the City Council unless the agenda entry specifically states that 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 City Council.

a.	Consider approval of Block 34 revised Supplemental Donation Agreement		Brady Moore, Steve Irby
b.	Approve Bid #58-2023 award of a unit price contract, including alternate bids 1, 2, 3, 4 and 5, to Crossland Construction Co. for \$12,142,794.80 for construction of Block 34; approve budget amendment authorizing total expenditures not to exceed \$13,337,354, which includes construction, testing, construction management oversight agreement, and contingency; and authorize the City Manager to execute the construction agreement with Crossland Construction	CC-23-170	Candy Staring

8. Resolutions

The City Council will hear a staff presentation, discuss, and take action including a vote or series of votes on each resolution listed as presented or as amended or revised by the City Council.

a.	RESOLUTION NO. CC-2023-44: A RESOLUTION OF THE STILLWATER CITY COUNCIL AUTHORIZING AND APPROVING THE SUBMISSION OF AN APPLICATION TO THE OKLAHOMA DEPARTMENT OF COMMERCE FOR THE ENERGY EFFICIENCY LIGHTING RETROFIT PROGRAM FOR THE TRANSITION TO ENERGY EFFICIENT LED LIGHTING FOR THE CITY OF STILLWATER NORMAN MCNICKLE MUNICIPAL COMPLEX AS AN ENERGY SAVINGS PROJECT	Shelly Crynes
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9. Reports from Officers and Boards

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

a.	Miscellaneous items from the City Attorney
b.	Miscellaneous items from the City Manager
c.	Miscellaneous items from the City Council

10. Questions and Inquiries

11. 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.

Strategic Priorities At A Glance



#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT

To provide effective services and accountable government by practicing fiscal responsibility, transparency and outstanding customer service.



#2 MOTIVATED MANAGEMENT

To serve with integrity and demonstrate proactive leadership, motivated management and smart planning skills needed to create a better community.



#3 SAFE COMMUNITY

To promote a safe and secure community for all residents through equitable services, enhanced relationships, and responsive care.



#4 CONNECTED SPACES

To develop a strong sense of place by providing opportunities and services, such as transportation, utilities, and parks to best meet the needs of the public.



#5 UNIQUE CULTURE

To cultivate partnerships that enhance the spirit of Stillwater with equal access to services and amenities, strong and connected neighborhoods, and a thriving economy.



#6 ENGAGED & INVESTED RESIDENTS

To encourage participation and an understanding of government through outreach and inclusive initiatives that inspire trust and pride in local government.

**IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW
THE AGENDA WAS POSTED NOVEMBER 9, 2023 AT 3:30 P.M.
AT THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA**

**MINUTES
STILLWATER CITY COUNCIL
REGULAR MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
NOVEMBER 13, 2023**

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

1. CALL MEETING TO ORDER

Mayor Joyce called the meeting to order at 5:30 p.m.

2. PLEDGE OF ALLEGIANCE

The Stillwater City Council led the audience in the Pledge of Allegiance.

3. PROCLAMATIONS/PRESENTATIONS

- a. Small Business Saturday - Stillwater Chamber of Commerce

Mayor Joyce read the proclamation declaring Saturday, November 25, as Small Business Saturday. Mayor encouraged residents to shop small and to shop local.

4. CONSENT DOCKET

- a. Approve November 3, 2023 regular meeting minutes
- b. Approve Encroachment Agreement and Release of Liability with 84 Hospitality to allow for the projection of an ADA ramp and concrete stairs in the right-of-way at the property addressed as 116 West 10th Avenue.
- c. Approve 2024 City Council meeting schedule
- d. Approve ratification of the contract with Firebrand Construction, LLC for the Water Treatment Plant Roof Replacement (Bid #40-2023), and approve budget amendments reflecting revenue and expenditures in the amount of \$118,550 for the project
- e. Approve a reasonable extension of 15 additional days to the time period for awarding the contract for the Block 34 Project (Project 23TR03; Bid No. 58-2023), which time period shall not exceed a total of 45 days from the date of bid opening for good cause shown.
- f. Approve Memorandum of Understanding with Stillwater Public Schools for LED lighting project at Couch Park
- g. Approve award of bid for a new airline passenger boarding ramp to Timberline GSE, Inc. in the amount of \$62,250, and approve a budget revision to move the remaining balance of \$65,499 from the roof repair project to the passenger boarding ramp project

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR HARDIN 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.

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

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

6. ITEMS REMOVED FROM CONSENT DOCKET

None.

7. RESOLUTIONS

- a. Resolution No. CC-2023-43: A resolution authorizing the Mayor of the City of Stillwater, Oklahoma, a Municipal Corporation, to sign and issue an Election Proclamation calling for a General Election and a Runoff Election, if needed, in the City of Stillwater

Mayor Joyce stated that this is a resolution authorizing an election and runoff election if needed, for City Council Seat 3 and the election will be on February 13, 2024. He reported that the filing period for anyone wanting to run for Seat 3 is December 4-6, 2023.

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR HAWKINS TO ADOPT RESOLUTION NO. CC-2023-43 AS PRESENTED.

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

8. REPORTS FROM OFFICERS & BOARDS

- a. Miscellaneous items from the City Attorney: None.
- b. Miscellaneous items from the City Manager:
 - Interim City Manager Brady Moore asked residents to please remember to fly through Stillwater Regional Airport for the holidays. Enjoy free parking and short security lines and the upgraded, larger planes with first class amenities when you "Fly SWO." Flying close to home is a great way to support your local economy. Book flights using airport code SWO at AA.com. Mr. Moore announced American Airlines notified the Stillwater Regional Airport that the planes will be updated to slightly larger planes to allow for carry-on luggage and more first class seating.
- c. Miscellaneous items from the City Council:
 - Councilor Hardin reminded residents that City offices will be closed on Thursday, November 23 and Friday, November 24 for the Thanksgiving holiday. Trash and recycling will be collected as usual as well as yard waste. The Convenience Collection Center will be closed. As always, set your carts out by 6 a.m. because collection routes can vary.
 - Councilor Clark announced that the City is accepting applications for a citizen representative to fill a Board of Adjustment position. The board consists of five members who are empowered by city code to conduct hearings and render decisions on matters of appeals, variances, and special exceptions to the zoning ordinance. The board is considered to be quasi-judicial in that its decisions can only be overturned by district court. The term length is three years. If anyone would like to get involved in the local government and help make Stillwater even greater, please consider applying online at Stillwaterok.gov/citizenboards.
 - Councilor Hawkins stated that if anyone would like to be in the Stillwater Holiday Parade of Lights, please complete a form online at Stillwaterok.gov/holidays or

in-person at Stillwater Community Center; Visit Stillwater; or Stillwater Chamber of Commerce. The parade will be Thursday, Dec. 7. The deadline to submit entries is this Friday, Nov. 17 by 4:30 p.m. This year's theme is "Holidays in Stillwater" which gives entrants an opportunity to really showcase their creativity. The event kicks off on Main Street from 9th to 7th Avenues, over to Husband at 6:30 p.m. with candy and light sabers for the kids. The parade will begin at 7 p.m. and afterwards there will be the official tree lighting at 8 p.m. at Chris Salmon Plaza at 9th and Main. For the official Stillwater holidays calendar of events, go to visitstillwater.org.

- Vice Mayor Dzialowski reminded residents that it's the time of year to apply or renew your burglar or fire alarm permit registration with the City of Stillwater. Permits are \$6 per alarm on your property. Residents who are 62 years of age and government entities do not pay fees. Applications are available online at Stillwaterok.gov and in-person at the Stillwater Police Department.
- Mayor Joyce announced that Wednesday, Nov. 15 is America Recycles Day. This year, the City wanted to create awareness about how to recycle and its importance in our community. The City has created a new Waste Management mascot and are encouraging residents to take part in the naming process. Please go to the City of Stillwater Facebook to access the link for sending in your name suggestions. The top five will be announced Wednesday and then we will have a final vote to determine the mascot's name. This suggestion was brought forward by one of our Communications Assistants, April, who also helps run the audio for these meetings. The City appreciates the OSU communications students and are excited to have her and others on the team.
- Councilor Clark stated that this would be Brady Moore's last meeting as Interim City Manager and he thanked him for his dedication and leadership. Mayor Joyce also thanked Mr. Moore for his time as interim city manager.
- Brady Moore stated that it was a joy and an honor to serve as interim city manager. He thanked all employees and the team of directors that helped to lead the City during his time as interim city manager.
- i. Discussion about scheduling items for future meetings.

9. QUESTIONS & INQUIRIES

None.

10. ADJOURN

MOTION BY COUNCILOR CLARK, SECOND BY VICE MAYOR DZIALOWSKI TO ADJOURN THE NOVEMBER 13, 2023 REGULAR MEETING OF THE STILLWATER CITY COUNCIL.

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

The November 13, 2023 regular meeting of the Stillwater City Council adjourned at 5:41 p.m.

WILLIAM H. JOYCE, MAYOR
STILLWATER CITY COUNCIL

TERESA KADAVY
CITY CLERK



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 11.04.23Department: FinanceRequested by: Christy Cluck Consent 4.2. ✓

Explanation:

Revenue:
Increase revenue projections for receipt of donations for Block 34 improvements.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Block 34 Donations	2304035 - 48701	23TR03230	\$ 0	\$ 7,156,665	\$ 7,156,665
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 7,156,665

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Christy CluckDate: 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: _____

--Print on Yellow Paper--



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: 11/15/2023Department: FinanceRequested by: Christy Cluck

*H.C. Consent 12.04.23
cc agenda*

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 - General Fund	1010000 - 71000		\$ 28,546,289	\$ 112,520	\$ 28,658,809
	Transfer Out - General Fund Reserve	1060000 - 71000		\$ 0	\$ 230,000	\$ 230,000
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:	Grant Match Contingency	1011020 - 53145		\$ 63,520	(\$ 63,520)	\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 279,000

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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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

*4.c. Consent 12.04.23
cc agenda*

Explanation:

Transfer In:
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 In - City Capital Fund	1050000 - 61000		\$ 0	\$ 1,137,999	\$ 1,137,999
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 1,137,999

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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REPORT TO: CITY COUNCIL

MEETING DATE: DECEMBER 4, 2023



Agenda Item:	4.d. CC-23-166
Previous/Related Action:	65% Design Acceptance
Background/Issue:	• Stillwater City Council entered into an Amended and Restated Donation and Naming Rights Agreement on January 5, 2022. • Section 2.2 of the agreement defines Gift #1 as engineering and architectural design documents and construction documents (EAC Documents). • Section 3.3 of this agreement states that upon Council approval of EAC documents, the City shall acknowledge receipt of Gift #1 as an “in-kind” donation in the amount of the actual direct cost of the contractor services for such work. • As of 12/2/2023, Stillwater Designs & Audio, Inc., the donor, reports that \$251,678.09 in EAC expenditures were made in calendar year 2023. The plans are 100% complete.
Proposal/Solution:	Acceptance by Council of the 100% completed plans would facilitate the issuance of a donation receipt document by the City of Stillwater.
Financial Source/Impact:	N/A
Related Strategic Priority:	#5 UNIQUE CULTURE #1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Motion to accept the Block 34 EAC documents and authorize staff to issue a donation receipt in the amount of \$251,678.09 for calendar year 2023 to Stillwater Designs & Audio, Inc.
Prepared By:	Christy Cluck, Finance Director
Reviewed By:	Brady Moore Patti Osmus
Submitted By:	Kimberly Meek, City Manager

Attachments

1. Amended and Restated Donation and Naming Rights Agreement-1/5/2022

AMENDED AND RESTATED DONATION AND NAMING RIGHTS AGREEMENT

This Amended and Restated Donation and Naming Rights Agreement (this “**Agreement**”) is made effective as of the 5 day of January, 2022 (“**Effective Date**”), amending and restating the Donation and Naming Rights Agreement between Stillwater Designs and Audio, Inc., an Oklahoma corporation (“**Donor**”), the Stillwater Community Center Foundation, an Oklahoma not-for-profit corporation (“**Foundation**”), 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**”) dated December 6, 2021.

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. The Donor wishes to make a charitable gift to the City for the use and benefit of developing and constructing the Block 34 Park as set forth in this Agreement.

AGREEMENTS:

1. GIFT AND PURPOSE.

The Donor hereby irrevocably pledges to the City two gifts, delivered on terms set forth below to include architectural and engineering to develop design and construction documents, hereinafter referred to as “Gift #1” and for the construction of the Block 34 Park, hereinafter referred to as “Gift #2” (collectively, the “**Gifts**”).

1.1 Restrictions on Use of Gifts. It is understood and agreed that the Gifts will be used solely for the design and construction of the public improvements and amenities of the Block 34 Park, as more particularly described herein. The Gift shall not be used: (a) for City personnel or paid to the City for any work performed by City staff, employees, or equipment, (b) for sound equipment or stage lighting, or (c) to construct structures intended to be leased by the City to other entities.

2. DONOR OBLIGATIONS.

2.1 Conceptual Architectural Renderings. Donor shall fund and manage the preparation of conceptual architectural renderings and develop a proposal (“**Proposal**”) for the development of the Block 34 Park which is herein agreed to include the following components:

- 2.1.1 A public gathering place characterized by large open green spaces; a large, covered outdoor stage; public restrooms, one or more large, covered structures to provide shade and protection from rain and modest xeriscape gardens.
- 2.1.2 Block 34 Park will be designed to the approximate scale and scope of the features portrayed in Attachment #1, which was developed by the Block 34 Trust for the City and presented to and endorsed by the City Council of Stillwater (“**City Council**”) in January 2018.
- 2.1.3 The “outdoor stage” is to be a covered structure with the features and capabilities of the “national level fitment” as portrayed in Attachment #2 consistent with what was presented by the Block 34 Trust and approved for funding by the City Council in July 2019.
- 2.1.4 Public restrooms to be open to the public daily and of a scope and scale to serve the requirements of the Block 34 Park for routine programming and maximum reasonable non-programmed usage.
- 2.1.5 One or more large structures to provide shade and protection from rain, and electrical power and lighting, and able to accommodate small performing arts events including performers and audience.
- 2.1.6 A place to accommodate a farmer’s market on Block 34.
- 2.1.7 Provisions for electrical power and other utilities as required for food trucks and farmer’s markets.

Each of foregoing collectively comprise the “**Block 34 Park.**”

2.2 Gift #1, Engineering and Architectural Design Documents and Construction Documents (“**EAC Documents**”). Upon approval of the Proposal by the City Council, Donor shall fund and manage the architectural and engineering design to develop EAC Documents that are necessary and required to obtain permits for the construction of the Block 34 Park, in accordance with the City of Stillwater’s Land Development Code and Standards related laws governing municipal planning, zoning and subdivision, if applicable. Donor shall submit the EAC Documents to the City Council for its review and approval. Any significant or substantial changes to the Construction Documents will require the approval of City Council.

2.3 Gift #2, Construction Funds. Donor agrees funds, in the amount of \$2,700,000.00 shall be disbursed to the City in an amount equal to each progress payment made by the City to the contractor(s) during construction of Block 34, as set forth below.

3. CITY OBLIGATIONS.

3.1 Cooperation and Assistance. The City will cooperate with and support Donor, as requested by Donor, in the design of the Block 34 Park, and engage its own engineers, architects or consultants as appropriate to assist Donor in the development of a quality design that meets City of Stillwater Code requirements and other legal requirements.

3.2 Approvals. The City agrees to timely consider, review, and approve, if appropriate, the Donor's submissions of the Proposal, the Construction Documents, and other items that may be requested by Donor or that are necessary for the development of the Block 34 Park.

3.3 Gift #1, EAC Documents. Upon City Council approval of EAC Documents, the City shall acknowledge receipt of Gift #1 as an "in-kind" donation in the amount of the actual direct cost of the contractor services for such work.

3.4 Construction. Upon City Council approval of the EAC Documents, the City shall thereafter proceed promptly to publicly bid and execute one or more contracts for the construction of Block 34 Park and all improvements comprising the Block 34 Park, in accordance with the Construction Documents approved by City Council. The City shall manage said construction work and will engage Donor, as appropriate, during construction.

3.4.1 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.

3.5 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.

3.6 Maintenance. The City shall maintain and keep the Block 34 Park tidy upon completion of construction to a level appropriate for a high-profile City asset including but not limited to regular mowing, edging, landscape management, bathroom cleaning, keeping trash receptacles emptied and not overflowing, litterpick up, regular structure washing and keeping facilities in good condition.

3.7 Waiving of Rental Fees for Mobile Food Vendors. City shall waive rental and entry fees for mobile food vendors approved to set up vendor booth space on the Park or on streets adjacent to Block 34.

3.8 Waiving of Rental Fees for Farmer's Market Vendors. City shall not charge rental or entry fees for Farmer's Market vendors approved to set up vendor booth space on the Park or on streets adjacent to Block 34.

3.9 Farmer's Market Vendors. City shall provide Farmer's Market Vendors exclusive use of the shelters so designated along the eastern portion of Block 34 along Husband Street each Wednesday and Saturday from 7 AM until 2 PM, April through October, and Saturday 9 AM to 1 PM November through March. City shall not hinder reasonable customer access to Farmer's Market Vendors during times and periods stated above.

Nothing in Sections 3.7, 3.8 and 3.9 of this Agreement are to be construed to prohibit or limit the City from requiring vendors to submit a vendor application, and to accept or decline any such application for failure to comply with the application, other than for failure to submit an application fee. Each vendor shall be required to submit proof of applicable sales tax permits, County Health Department permits, Itinerant Merchant/Peddler's (Mobile Food Service) License, and Certificate of Liability Insurance naming the City of Stillwater as an additional insured. Vendors may also be charged fees for failure to comply with the terms of the application, including, without limitation, failure to clear the grounds of trash and debris, and creating excess noise

3.10 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. NAMING RIGHTS.

4.1 Block 34 Park Naming Rights. The name "Block 34 Park," as used in this Agreement, is for identification purposes only. The City reserves the right to designate and adopt an official name of the public park at any time, as determined in the City's sole discretion, using criteria as may be established by the City.

4.2 Donor Naming Rights. In consideration of the Gift, the City will acknowledge the Gift and other contributions of Donor by naming the Outdoor Stage as designated by Donor, subject to the approval of the City ("Naming Rights") on terms and conditions approved by Donor prior to commencement of construction of the Block 34 Park. Unless agreed by the parties otherwise, the Outdoor Stage will be named the "Kicker Amphitheater". Signage and/or plaque design and location will be identified in the EAC Documents. Subject to the terms of this Agreement, the Naming Rights will continue for the useful life of the Outdoor Stage.

4.2.1 Termination of Naming Rights. In addition to any rights and remedies available at law, the City may terminate this Agreement and all rights and benefits of the Donor hereunder, including terminating the Naming Rights upon the occurrence of any of the following unlikely events:

a. Undesirable Change in Circumstances. In the event the City determines in its reasonable and good faith opinion that circumstances have changed such that the Naming Rights granted to the Donor and/or the continued use of the name designated by the Donor would adversely impact the reputation, image, mission or integrity of the Block 34 Park, the City or the Foundation by a continued association with Donor and the continuation of the Naming provided for herein; or

b. Non-Delivery of Gifts. In the event of any non-payment or delivery of the Gifts as provided in this Agreement or the Donation Agreement for Programming and Operations of Block 34 Live Music Program executed by the Donor, the City, the Foundation, and SEDA. Alternatively, the City may remove Donor's name from specific Park property and publicity and place it on different property and publicity with naming rights valued reasonably commensurate with the amount of pledged payments actually received, provided such different property and publicity is available.

c. Casualty. In the event the Outdoor Stage is destroyed, severely damaged, or ceases to be used in the Block 34 Park for the purpose for which it was used at the time of the Gifts, the City will coordinate with the Donor, or Donor's designee, regarding interest in naming the replacement or redeveloped space, structure or facility or determine another appropriate form of recognition for the support provided by the Gifts.

Upon any such termination of this Agreement and/or the Naming Rights hereunder, the City and the Foundation shall have no further obligation or liability to Donor and shall not be required to return any portion of the Gift previously paid or delivered by Donor. The City, however, may in its sole and absolute discretion determine an alternative recognition for the portion of the Gift previously received.

5. Block 34 Architecture and Development Committee

The Stillwater Community Center Foundation, an Oklahoma not-for-profit corporation ("**Foundation**"), City will form the Block 34 Architecture and Development Committee within 30 days of execution of this Agreement to function for at least ten years from the date of this Agreement. The Block 34 Architectural and Development Committee shall include three (3) representatives designated by the donor, three (3) representatives designated by the Foundation, and up to four (4) representatives recommended by the City. For the next ten years, Donor retains the right to reject any modification or additions to the Park that are not consistent with the purpose of the Park as stated in this Agreement, or are not consistent with the architectural design. The Block 34 Architectural and Development Committee shall among other things make decisions and recommendations on permanent art features to be installed on the Block, structures, changes to landscaping and walkways, paint and color schemes. The Block 34 Architecture and Development Committee shall make best efforts to secure incremental funding and in-kind donations as required to supplement the Gifts from donor to fully realize the initial design during the initial construction process.

6. REPORTING AND STEWARDSHIP.

The City will provide the Donor with an appropriate confirmation, report, and/or acknowledgment of Gift #1 and Gift #2, as may be requested by Donor and as may be required by law upon delivery of each.

6.1 Gift #1 – Upon acceptance of the EAC Documents by City Council and receipt of Gift #1 from Donor.

6.2 Gift #2 - As payments by Donor towards Gift #2, Construction are paid and employed by the City for the purpose specified in this Agreement.

7. 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.

8. AMENDMENT.

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

9. 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.

10. 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.

11. COUNTERPARTS.

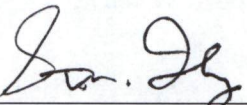
This Agreement may be executed in several counterparts, and all such executed counterparts shall constitute the same Agreement.

[REMAINDER OF PAGE INTENTIONNALLY LEFT BLANK]

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

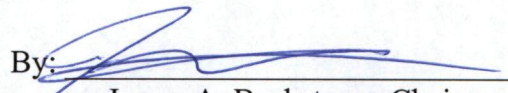
DONOR:

STILLWATER DESIGNS AND AUDIO, INC.,
an Oklahoma corporation

By: 
Steven M. Irby, President

FOUNDATION:

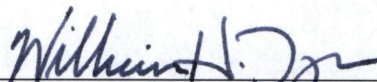
STILLWATER COMMUNITY CENTER FOUNDATION,
an Oklahoma not-for-profit corporation

By: 
James A. Beckstrom, Chair

CITY:



CITY OF STILLWATER,
a municipal corporation

By: 
William H. Joyce, Mayor

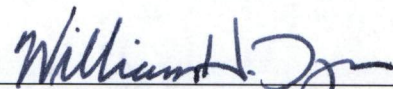
ATTEST:


City Clerk

SEDA:

STILLWATER ECONOMIC DEVELOPMENT AUTHORITY,
a public trust



By: 
William H. Joyce, Chairman

ATTEST:


Secretary



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: 10/24/2023

Department: City Manager's Office

Requested by: Brady Moore 4.e. CC Consent

Explanation: **Revenue:**
Increase revenue projections for receipt of sponsorship grant from Grand River Dam Authority for the upgrade of Couch Park ball field lighting to LED.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	GRDA Grant	1051020 - 43000	24GG03105	\$ 0	\$ 20,000	\$ 20,000
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 20,000

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Christy Clark

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: _____

--Print on Yellow Paper--

SUPPLEMENTAL DONATION AGREEMENT 7.a. CC

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

REPORT TO: CITY COUNCIL

MEETING DATE: DECEMBER 4, 2023



Agenda Item:

7.b. CC-23-170

Previous/Related Action:

- CC-22-217: Task Order for evaluation of the alternatives for Block 34 Area Improvements
- CC-23-46: Task Order amendment for design, bid phase support, and construction administration
- CC-23-53: Budget amendment appropriating additional expenditures for stormwater drainage improvements
- CC-23-167: Bid award extension of 15 days

Background/Issue:

- Adjacent roadway, parking, sidewalk and utility improvements are needed to accommodate the new park at Block 34.
- If sufficient City funding is available, improvements to drainage in the area around Block 34 would be beneficial.
- On November 13, 2023, City Council approved a bid award period extension of 15 days delaying the bid award deadline to December 9, 2023.

Proposal/Solution:

- The Project was advertised for bids on August 26, 2023. Bid alternates were included for a storm drain on Duncan St., an interactive playground, music play equipment, composite metal panels deduct, and an alternate pavement section deduct.
- The engineer's estimate is \$13.5 Million for the base bid only.
- Bids were opened on October 25, 2023. Bids were received from Crossland Construction Company, Inc. and Rudy Construction Co., as follows:

ITEM	CROSSLAND	RUDY
BASE BID	\$11,386,104.90	\$12,257,526.50
ALT. #1	\$959,808.90	\$1,193,815.00
ALT. #2	\$80,308.00	\$91,500.00
ALT. #3	\$20,357.00	\$50,000.00
ALT. #4	(\$255,500.00)	(\$253,000.00)
ALT. #5	(\$48,284.00)	(\$17,300.00)

	• The Project Team met on November 3, 2023, to discuss the funding approach. The team elected to accept all bid alternates, which include additive and deductive options. For all five alternates, the apparent low bidder, Crossland, bid \$12,142,794.80. • Staff has reviewed the bid packages and recommends the project be awarded to Crossland Construction Company, Inc. and that Alternates 1, 2, 3, 4 and 5 be selected. • Adding costs for construction oversight, testing, and contingency, the total expected expenditure for Block 34 is \$13,337,354. • A Request for Qualifications for Construction Management Oversight has been developed by staff and advertised. Submittals are expected on November 29, 2023, and a potential agreement is anticipated to be negotiated by mid-January 2024. • During its October 26, 2023, meeting, the Transportation Project Advisory Committee (TPAC) voted 3-0 to support staff's recommendation in favor of completing the project.
Financial Source/Impact:	• Much of the funding for the on-block part of the project is being provided by private donors. The total donation from private donors is \$7,156,665. • An additional appropriation of \$6,180,689 from various City funds will be necessary for the recommended action and will be provided from the Transportation Sales Tax Fund, Stormwater Fund, TIF #3 Public Infrastructure Fund, General Fund (GF), Excess GF Reserves Above Minimum, and City Capital Fund through deferral of the City Hall Roof Project.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT #4 CONNECTED SPACES #5 UNIQUE CULTURE
Recommended Action/Motion:	Motion to approve Bid #58-2023 award of a unit price contract, including alternate bids 1, 2, 3, 4 and 5, to Crossland Construction Co. for \$12,142,794.80 for construction of Block 34; approve budget amendment authorizing total expenditures not to exceed \$13,337,354,

which includes construction, testing, construction management oversight agreement, and contingency; and authorize the City Manager to execute the construction agreement with Crossland Construction.

Prepared By:	Candy Staring, Engineering Dir.
Reviewed By:	Candy Staring Patti Osmus
Submitted By:	Kimberly Meek, City Manager

Attachments

- 1. CC-23-170 Attachment Budget Amend



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

CC-23-170 ✓

Explanation:

Expenditure:
Appropriate funds for Block 34 improvements.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Block 34 - Trans ST Fund	2604035 - 54009	23TR03260	\$ 0	\$ 4,451,904	\$ 4,451,904
	Block 34 - Stormwater Fund	2104035 - 54009	23TR03210	\$ 0	\$ 138,836	\$ 138,836
	Block 34 - Park Donation Fund	2304035 - 54009	23TR03230	\$ 0	\$ 7,156,665	\$ 7,156,665
	Block 34 - City Capital Fund	1054035 - 54009	23TR03105	\$ 0	\$ 1,589,949	\$ 1,589,949
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 13,337,354

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: _____

--Print on Yellow Paper--

RESOLUTION NO. CC-2023-44

“A RESOLUTION OF THE STILLWATER CITY COUNCIL AUTHORIZING AND APPROVING THE SUBMISSION OF AN APPLICATION TO THE OKLAHOMA DEPARTMENT OF COMMERCE FOR THE ENERGY EFFICIENCY LIGHTING RETROFIT PROGRAM FOR THE TRANSITION TO ENERGY EFFICIENT LED LIGHTING FOR THE CITY OF STILLWATER NORMAN MCNICKLE MUNICIPAL COMPLEX AS AN ENERGY SAVINGS PROJECT”

WHEREAS, the U.S Department of Energy’s (DOE) State Energy Program (SEP) provides annual funding to 50 states, the District of Columbia, and the five U.S. territories to support a nationwide infrastructure of state energy offices and, since 2010, SEP has provided states and territories with more than \$540 million in financial assistance to enhance energy security, advance state-led energy initiatives, and increase energy affordability; and

WHEREAS, the overall purpose of SEP is to promote the efficient use of energy and reduce the rate of growth of energy demand through the development and implementation of specific state energy programs. SEP emphasizes the state's role as the decision-maker and administrator for program activities within their state that are tailored to their unique resources, delivery capacity, and energy goals; and

WHEREAS, The Oklahoma Department of Commerce (ODOC) has been responsible for the administration of Oklahoma’s SEP since 1975. ODOC administers various programs with the allocated SEP funds. One of these programs is the Oklahoma Energy Efficiency Lighting Retrofit Program (EELRP), which funds publicly owned indoor and outdoor lighting retrofits. The goals of EELRP program include, but are not limited to increased energy efficiency, decreased maintenance expenses, better optical control with more uniform lighting, enhanced color rendering, improved economic development and job creation, and creation of community vitality with retrofit project savings; and

WHEREAS, the City of Stillwater has identified a need for retrofit of interior light fixtures within the Norman McNickle Municipal Complex with the installation of LED lamps or tubes for better energy efficiency and cost savings; and

WHEREAS, the application funding amount to be requested is \$122,209.75; and

WHEREAS, there is no city cost share or match required for the EELRP grant;

NOW THEREFORE, BE IT RESOLVED, the City of Stillwater hereby authorizes submission of a grant application to the Oklahoma Department of Commerce State Energy Program to seek EELRP grant funding in the amount of \$122,209.75 .

BE IT FURTHER RESOLVED, the Mayor or Vice-Mayor is hereby authorized to execute all necessary grant applications and agreements or other related documents as may be required to secure funding for the project.

PASSED AND APPROVED by the City Council of Stillwater, Oklahoma, and signed this 4th day of December, 2023.

CITY OF STILLWATER, OKLAHOMA
a Municipal Corporation

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 4TH DAY OF DECEMBER, 2023.

KIMBERLY CARNLEY, CITY ATTORNEY