



ORDINANCE NO. 14-035

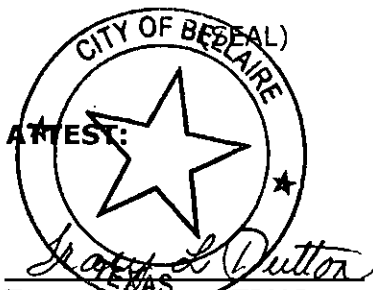
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, AUTHORIZING THE MAYOR AND THE CITY MANAGER OF THE CITY OF BELLAIRE, TEXAS, TO EXECUTE, FOR AND ON BEHALF OF THE CITY OF BELLAIRE, TEXAS, A DEVELOPMENT AND OPERATING AGREEMENT FOR EVELYN'S PARK, BELLAIRE, TEXAS, IN A FORM AS ATTACHED HERETO AND MARKED ATTACHMENT "A," BY AND BETWEEN THE CITY OF BELLAIRE, TEXAS, AND THE EVELYN'S PARK CONSERVANCY, RELATED TO THE DEVELOPMENT AND OPERATION OF EVELYN'S PARK, A 4.9511 ACRE TRACT OF LAND IN THE J. BLESSING SURVEY, ABSTRACT 162, IN THE CITY OF BELLAIRE, TEXAS, MORE COMMONLY KNOWN AS 4400 BELLAIRE BOULEVARD, BELLAIRE, TEXAS 77401.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS:

1. THAT the Mayor and the City Manager of the City of Bellaire, Texas, are each hereby authorized to execute, for and on behalf of the City of Bellaire, Texas, a *Development and Operating Agreement for Evelyn's Park, Bellaire, Texas*, in a form as attached hereto and marked Attachment "A," by and between the City of Bellaire, Texas, and the Evelyn's Park Conservancy, related to the development and operations of Evelyn's Park, a 4.9511 acre tract of land in the J. Blessing Survey, Abstract 162, in the City of Bellaire, Texas, more commonly known as 4400 Bellaire Boulevard, Bellaire, Texas.

2. THAT this Ordinance shall be effective immediately upon its passage.

PASSED, APPROVED and ADOPTED this 16th day of June, 2014.



Tracy L. Dutton, TRMC
City Clerk

SIGNED:

Dr. Philip L. Nauert
Mayor

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read 'Alan P. Petrov', written over a horizontal line.

Alan P. Petrov
City Attorney



ATTACHMENT A

Development and Operating Agreement for Evelyn's Park

Ordinance No.: 14-035
Date of Adoption: June 16, 2014

**{Bellaire's original Attachment "A" has been retained by the City's Attorney
Alan P. Petrov, Johnson Petrov LLP, 1001 McKinney Street, Suite 1000,
Houston, Texas 77002-6424}**

**DEVELOPMENT AND OPERATING AGREEMENT
FOR
EVELYN'S PARK, BELLAIRE, TEXAS**

This DEVELOPMENT AND OPERATING AGREEMENT FOR EVELYN'S PARK ("**Agreement**") is dated effective as of JULY 7, 2014, between THE CITY OF BELLAIRE, TEXAS ("**City**") and EVELYN'S PARK CONSERVANCY, a Texas non-profit corporation ("**Conservancy**") (collectively, the "**Parties**").

RECITALS

Pursuant to that certain Deed dated as of February 25, 2011 (the "**Original Deed**") from The Jerry and Maury Rubenstein Foundation ("**Donor**") to City, recorded under Film Code No. 20110084390, Real Property Records, Harris County, Texas, Donor donated to City certain land and improvements more particularly described in the Original Deed for development and use as a municipal park of the City, to be named Evelyn's Park (the "**Park**"). The Original Deed has been superseded by that certain Amended and Restated Deed signed and deposited with the law firm of BoyarMiller, as document custodian, between the Donor and the City (the "**Amended Deed**"). Additional terms for the development of the Park were set forth in that certain Agreement Concerning Evelyn's Park dated as of February 25, 2011 (as the same may be amended, the "**Original Donation Agreement**"), between Donor and City. The Original Donation Agreement has been terminated and superseded by that certain Agreement for Modification of Donation Documents dated as of July 7, 2014 (the "**Modification Agreement**").

As contemplated in the Original Deed and the Original Donation Agreement, the Conservancy was formed to assist the City in the development and operation of the Park. The Conservancy has developed and recommended to the City and the Donor conceptual drawings and schematic design drawings to serve as a Master Plan (the "**Master Plan**"), more particularly described in on Exhibit A attached hereto, as amended from time to time as permitted herein, for improvements for the Park. The Conservancy has also designated a portion of the overall improvements in the Master Plan for development as essential improvements of the Park (the "**Phase 1**"), more particularly described in Exhibit B attached hereto.

By referendum approved by the voters of the City in November, 2013, the City is authorized to issue \$5,000,000 in bonds for the purpose of constructing improvements in the Park ("**Park Bonds**").

The City and the Conservancy desire to enter into this Development and Operating Agreement for purposes of adopting the Master Plan for the Park and developing and operating the Phase 1 improvements for the Park as set forth below.

AGREEMENT

For and in consideration of the foregoing recitals, the mutual undertakings set forth below, and for and other good and valuable consideration, the Parties hereby agree as follows:

1. Master Plan.

- a. Adoption of Master Plan. The Conservancy has developed the Master Plan and hereby donates and delivers the Master Plan to the City. The City hereby

accepts and adopts the Master Plan, subject to the limitations on acceptance of the Master Plan adopted by the City Council at its August 20, 2012 meeting (the "City's 8/20/2012 Limitations on Acceptance"), a copy of which is attached as **Exhibit C** hereto. The City shall incorporate the Master Plan for the Park into the City's Master Park Plan throughout the Term of the Master Plan as set out in Section 1.b below.

- b. **Term of Master Plan.** The Master Plan shall serve the City and the Conservancy as the conceptual plan and guideline for the development of improvements in the Park for a period of beginning on the effective date hereof, and ending on December 31, 2044.
 - c. **Modifications of Master Plan.** During the term of the Master Plan, the original Master Plan described in **Exhibit A** attached hereto may be modified, amended or supplemented by mutual agreement of the Parties set forth as an amendment to this Agreement; provided, however, that no modification, amendment or supplement shall be permitted that would likely result in the breach of any of the covenants and restrictions set forth in the Amended Deed (the "Park Covenants").
 - d. **Approval of Phase 1.** The Conservancy hereby recommends Phase 1 of the Master Plan to the City, as the initial, essential improvements needed for the use and enjoyment of the Park by the citizens and visitors of City of Bellaire, Texas as a public park. The City shall have the right to review and approve Phase 1 no later than July 21, 2014. Notwithstanding the City's approval of Phase 1, the Conservancy shall not schedule high traffic events within the Park following the construction of Phase 1 unless either the City or the Conservancy has entered into a shared parking agreement or agreements to provide off-site parking for such events. The City shall also have the right to review and approve the restaurant and the restaurant parking as set forth in the City's 8/20/2012 Limitations on Acceptance. These approvals are in addition to, not in lieu of, standard building and permitting review and approval processes.
2. **Bond Issue.** The City shall use its good faith best efforts to issue and sell the \$5,000,000 of Park Bonds no later than August 31, 2014. Promptly after such sale, the City shall deposit the entire \$5,000,000 in a segregated account of the City for use exclusively for the construction of Phase 1 improvements for the Park, on the terms set forth in this Agreement.
 3. **Development of Phase 1.**
 - a. **Phase 1 Soft Costs.** The Conservancy shall pay for all costs of developing design drawings ("DDs") and construction documents ("CDs") for Phase 1 of Park improvements. The Conservancy anticipates that its obligation to pay for such soft costs, and for additional costs of its architectural inspections of construction, referred to below, plus a maintenance reserve shall not exceed \$2,000,000.
 - b. **Review of Drawings.** The City's designated representatives for review and approvals required or permitted under this section of this Agreement shall be the City Manager and the City Manager's designated delegate (the "City

Representatives”), without further action by the City Council, except as provided below. The City Representatives shall have the right to review and approve the DDs and the CDs, each at the 60% and 85% stages of completion. The City Representatives shall have ten (10) days for review and comment on such proposed DDs and proposed CDs, and if the City Representatives fail to respond with any comments for revisions within such 10-day period, the City Representatives shall be deemed to have approved the proposed drawings. In addition, the City Council shall have the right to review and approve the DDs for any restaurant and restaurant parking included in Phase 1 at the 60% stage of completion of DDs, as set forth in the City’s 8/20/2012 Limitations on Acceptance, no later than the first regular City Council meeting occurring after the City Representatives have reviewed and commented or are deemed to have approved such 60% complete DDs relating to the restaurant and restaurant parking. The City Representatives and the Conservancy shall mutually approve the 100% final CDs; provided, however, that the DDs and CDs as so approved shall comply with the Master Plan and the Park Covenants. The Conservancy shall deliver the final approved CDs (the **“Approved CDs”**) to the City no later than September 30, 2014. These approvals are in addition to, not in lieu of, standard building and permitting review and approval processes.

c. **Phase 1 Construction Contract and Schedule.** The City shall use good faith best efforts within a reasonable time after the issuance of the bonds to procure a construction contractor and enter into a construction contract for construction of Phase 1 of Park improvements in accordance with the Approved CDs, which contract shall include a specific construction schedule and construction budget. The City shall execute the construction contract within a reasonable time after the recordation of the Modification Deed and commence construction no later than January 31, 2016, and thereafter diligently proceed with construction to final completion thereof in accordance with the Approved CDs (the **“Approved Schedule”**). However, the City Council may delay either execution of the construction contract or commencement of construction until either the City or the Conservancy have entered into a shared parking agreement or agreements to provide sufficient parking for the Park, which delay will not be considered an act of bad faith. **“Substantial Completion”** means that construction of all Phase 1 of Park improvements have been completed as shown in the Approved CDs, together with any approved Alternates/Additions and any approved change orders, as contemplated herein, and all final governmental inspections and approvals have been issued, subject only to such minor items of work that (i) do not prevent the use and enjoyment of Phase 1 of Park improvements as a public park and (ii) can reasonably be completed within thirty (30) days after the Parties have mutually made a completion inspection and identified such items of work in a written punch list.

d. **Phase 1 Hard Costs.**

(1) As part of construction of the Phase 1 improvements (although not necessarily as part of the same construction contract), City shall undertake an environmental assessment of the Park land and to undertake such work (including interfacing with applicable environmental agencies) as necessary to bring the condition of the land into compliance with state and federal legal requirements applicable to municipal parks (collectively, **“Environmental Work”**).

(2) City shall pay for all hard construction costs for Phase 1 of Park improvements (including the cost of any environmental assessment and Environmental work, collectively, the "Environmental Costs"), not to exceed \$5,000,000. The proposed construction budget for Phase 1 (other than Environmental Costs) shall be developed by the City and its construction contractor based on actual bids for the Phase 1 work plus a 10% contingency. The proposed construction budget shall be subject to review and approval by the Conservancy and City (the "**Approved Budget**").

(3) If the aggregate amount of the bids for construction of Phase 1 improvements, including the 10% contingency, plus the Environmental Costs (collectively, the "**Aggregate Phase 1 Budget**") exceeds \$5,000,000, City and Conservancy shall jointly investigate "value engineering" the Phase 1 work or scaling back the components of Phase 1 improvements as the Parties mutually agree to be reasonably necessary to reduce such aggregate amount of costs to \$5,000,000; provided, however, that City shall not be obligated to agree to value engineering or scaling back of the components of Phase 1 improvements. If the City does not agree, the Conservancy may raise the excess amount through fundraising.

(4) If the Aggregate Phase 1 Budget is less than \$5,000,000, or if the City realizes any construction cost savings during construction of Phase 1 improvements, the amount by which the cap of \$5,000,000 exceeds the Aggregate Phase 1 Budget, and/or such construction savings, (i) may be applied by the City to the cost of constructing alternatives or additions to Phase 1 as mutually approved by the City Representatives and the Conservancy; or (ii) may be kept in the City's segregated account for future improvements in the Park.

- e. Architectural Inspections; Change Orders. The Conservancy shall have the right, at no expense to the City, to cause its architectural representative to enter the Park during construction to conduct progress inspections of the construction to confirm that such construction is progressing in accordance with the Master Plan and the Approved CDs, together with such change orders as the City and the Conservancy may mutually approve.
- f. City Reports. The City shall provide the Conservancy with monthly progress reports regarding the issuance of bonds and the other obligations set forth in this Section 3.

4. **Operations and Maintenance.**

- a. Term of Operating and Maintenance Obligations. The Parties' respective rights and obligations relating to the operation and maintenance of the Park shall remain in effect for an initial operations and maintenance term (the "**O&M Term**") of five (5) years, beginning on the date of substantial completion of Phase 1 and ending on the fifth anniversary thereof. This Agreement shall be automatically renewed for up to two (2) additional 5-year renewal O&M Terms, unless the City or the Conservancy requests the cancellation of this Agreement effective as of the last day of the then current O&M Term, which request shall be made no later than six (6) months prior to the end of such term. No later than 6 months prior to the end of the final 5-year O&M Term, the Parties shall negotiate in good faith to

enter into a new Development and Operating Agreement for the Park containing such terms and conditions as the Parties may mutually agree upon, and commencing immediately upon the end of such final 5-year O&M Term.

- b. City Obligations. During the O&M Term, the City shall provide, at its expense, all operational, maintenance and repairs services for the Park that it provides to other high traffic municipal parks in the jurisdictional boundaries of the City, including but not limited to the following, all of the same type, frequency, extent and standard of care that it provides to its other high traffic municipal parks:
- electricity, water, sewer, storm water drainage; provided, however, all utility connections serving the café improvements and operations as contemplated in Phase 1 shall be separately metered, and the costs thereof shall be paid by the approved concessionaire of the café at no expense to the City;
 - property insurance for the full replacement cost of all vertical improvements in the Park;
 - routine City of Bellaire Police Department surveillance and enforcement of applicable laws, ordinances, park rules and guidelines applicable to the Park;
 - monthly security system monitoring fee for office structure and event space;
 - inclusion of the Park in the City's customer response tracking system and notification by the City within 24 hours of receipt of comment and proposed resolution of said comment;
 - include on the City's website a link to the Conservancy website;
 - provide a quarterly report to the Conservancy showing the details of maintenance and repair services provided and annual prospective report regarding maintenance and known issues requiring repairs;
 - mitigation of insects, rodents and other pests; landscaping (including but not limited to seasonal mulching and fertilizing, mowing of grass, pruning of trees);
 - large tree pruning annually; and
 - cleaning of public restrooms, and trash removal.
- c. Conservancy Obligations. The Conservancy shall, subject to the right of the City to adopt and enforce ordinances, rules and guidelines relating to park and facility usage and City Council's rights as set forth in the City's 8/20/2012 Limitations on Acceptance, have the right, at its expense, to operate and manage the Park, including but not limited to the following:
- Provide additional maintenance services, to supplement and enhance the City's services required hereunder, for landscaping, pest mitigation, trash removal and security in the Park and other maintenance, repairs and replacements of landscape and hardscape improvements in the Park, only in excess of what the City performs with other high traffic parks to the extent the Conservancy desires to supplement;
 - Provide programming for activities; booking and sponsoring events; entering into concession agreements; and managing day rentals of space and facilities in the Park; provided, however, the Conservancy shall use all net revenue from such activities events, concessions and rentals for the benefit of the Park (i) to cover operating and maintenance expenses for the Park over and above those provided by the City substantially in accordance with the Conservancy's annual budget therefor; (ii) to establish and maintain a maintenance reserve for the benefit of the

Park; and (iii) if such net revenue exceeds funds needed in (i) plus (ii) such excess may be used for future phases of park improvements;

- Allow for onsite collection of park customer comments and refer said comments within 24 hours to the City Manager if said comment pertains to obligations covered under Section 4.b for the appropriate remedy to be taken by the City;
- Maintain an internet website accessible to the public to promote the Park and the programmed activities, events and facilities in the Park;
- Conduct annual fundraising through events, grants, periodic capital campaigns, and other lawful means and strategies as the Conservancy deems necessary or desirable, (i) to cover the Conservancy's expenses for providing its services under the foregoing line items in this Section 4.c, (ii) to cover the Conservancy's administrative costs and overhead; and (iii) to cover increases to the Park's maintenance reserve; and
- Continue to raise funds to build reserves for the development of future phases of Park improvements contemplated by the Master Plan in addition to Phase 1.

5. Development of Future Phases of Park Improvements. The Conservancy and the City shall share the exclusive right to initiate development of future Park improvements. All of such future Park improvements shall be designed and built (i) as overlay phases of Phase 1 of Park improvements (each, a "Future Phase") and (ii) in accordance with the Park Covenants and the Master Plan. The Conservancy shall submit its proposal, conceptual designs and preliminary estimates for incremental operating and maintenance expenses for any Future Phase to the City Council for review and approval as part of the City's Master Park Plan. The City shall have the right to conduct community outreach and provide input on the proposed Future Phase. The Parties shall cooperate in raising public and private sources of funding for the capital improvements for the approved Future Phase, and for additional contributions to the maintenance reserve for the Park to be used for increased operating and maintenance expenses of the Park upon completion of the approved Future Phase. The City shall have no obligation to fund any Future Phases. Either the City or the Conservancy, as the Parties may mutually agree, shall design and build such Future Phases. Title to all improvements in Phase 1 or any Future Phases in the Park shall automatically vest in the City immediately upon Substantial Completion thereof.

6. Informational Reporting.

- a. The Conservancy shall permit a City Representative to attend its Board of Director's meeting and submit to the City the following reporting:
 - No later than 30 days after timely filing, the Conservancy's Form 990; and
 - No less than quarterly present an update on the operations of the Park and the Conservancy's fundraising efforts.
- b. The City shall have the right, at its expense, upon not less than one week's prior written notice to the Conservancy, to audit the Conservancy's books and records at the Conservancy's principal place of business one time in any calendar year. The Conservancy shall, to the extent permitted by law, have the right to designate financial information relating to its internal administrative and operating expenses, including but not limited to salaries and benefits for its employees, as proprietary, confidential financial information that shall not be subject to public disclosure under the Texas Public Information Act.

7. Defaults and Remedies.

- a. If either Party fails to fully and timely pay or perform any of its obligations hereunder and such failure is not cured within 30 days after notice by the other Party, such uncured failure to perform shall be an **Event of Default** hereunder. Upon the occurrence of an Event of Default, the non-defaulting Party shall have the right, in addition to all rights and remedies available at law or in equity, to “step in” and exercise the remedy of self-help by paying or performing the defaulting Party’s obligations as reasonably necessary to cure the Event of Default. All costs incurred in so curing the defaulting Party’s obligations hereunder shall be due and payable on demand, together with interest thereon at the rate of the prime rate plus 1% per year, not to exceed 15% per year, from the date such cost was incurred until paid in full.
- b. The City expressly stipulates, acknowledges and agrees that the Conservancy’s “step in” rights under Section 7.a constitute a contract for goods and services.
- c. Before commencing any litigation to exercise its rights and remedies available at law or in equity, the Parties shall make a good faith effort to resolve any dispute regarding such claimed violation by negotiations between the Parties; provided, however, if a mutually acceptable and mutually binding resolution is not reached through such negotiations within 30 days from the date a Party initiates such negotiations, such Party shall have the right to proceed with such litigation.

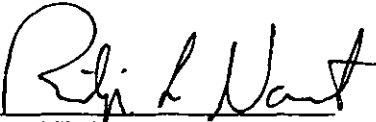
8. Notices. Any notice, consent, approval or other communication required or permitted to be given under this Agreement (a “notice”), in order to be effective, must be in writing and must be served by delivering such notice addressed to the Party to be notified (i) effective two (2) days after depositing the notice with the U.S. Postal Service, postage prepaid, sent certified, return receipt requested; (ii) effective upon receipt if delivered in person, by commercial messenger or by reputable overnight courier to the office of such Party to be notified; (iii) effective upon receipt if sent by facsimile with electronic confirmation of receipt. For purposes of giving effective notice, the addresses of the Parties are the addresses of the Parties as set forth on the signature page below. Any Party may designate from time to time, upon ten (10) days advance written notice to the other Party given in accordance with this Section, a different address with respect to notices to be furnished to such Party.

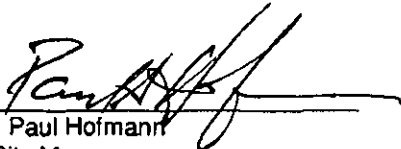
9. General Provisions. No Party shall assign its rights or obligations under this Agreement except with the prior written consent of the other Party. Notwithstanding the foregoing, however, each Party shall have the right to enter into contracts with independent contractors for such Party’s performance of its work in the Park. This Agreement will be governed, construed and enforced in accordance with the laws of the State of Texas. If a day requiring notice or action falls on a weekend or national or local holiday, the next non-weekend day or non-holiday shall be applicable. This Agreement represents the entire and integrated agreement between the Parties with respect to the subject matter hereof. All prior negotiations, representations or agreements not expressly incorporated into this Agreement are hereby superseded and canceled. Captions and section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Agreement.

EXECUTED in multiple counterpart originals effective as of the date first set forth above.

CITY:

CITY OF BELLAIRE, TEXAS

By: 
Name: Dr. Philip L. Nauert
Title: City Mayor

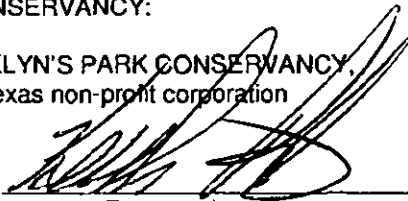
By: 
Name: Paul Hofmann
Title: City Manager

Address:

7008 S. Rice Avenue
Bellaire, Texas 77401
Attention: Paul Hofmann

CONSERVANCY:

EVELYN'S PARK CONSERVANCY,
A Texas non-profit corporation

By: 
Name: Keith Rubenstein
Title: President

Address:

P.O. Box 459
Bellaire, Texas 77402

EXHIBITS:

- A: Description of Master Plan
- B: Description of Phase 1
- C: City's 8/20/2012 Limitations on Acceptance

EXHIBIT A

DESCRIPTION OF MASTER PLAN

That certain Evelyn's Park | Master Plan Plus Phase 1 Booklet dated June 3, 2014, prepared by SWA and Lake | Flato.

EXHIBIT B

DESCRIPTION OF PHASE 1

Page 5 through page 31 of that certain Evelyn's Park | Master Plan Plus Phase 1 Booklet dated June 3, 2014, prepared by SWA and Lake | Flato.

EXHIBIT C

City's 8/20/2012 Limitations on Acceptance

CITY COUNCIL ACTION ON MAIN MOTION:

The main motion carried on a 6-1 vote as follows:

FOR: Mayor Philip L. Nauert, Mayor Pro Tem
Amanda B. Nathan and Councilmen
Roman F. Reed, Corbett Daniel
Parker, Pat B. McLaughlan and
Andrew S. Friedberg

OPPOSED: Councilman James P. Avioli, Sr.

ABSENT: None

{Ordinance was subsequently numbered: 12-038}

3. ITEM FOR INDIVIDUAL CONSIDERATION:

DISCUSSION of and possible action on the acceptance and approval of a Preliminary Master Plan for Evelyn's Park, 4400 Bellaire Boulevard, Bellaire, Texas, said plan of which was previously submitted and presented by the Evelyn's Park Conservancy to the City Council of the City of Bellaire, Texas, during a public hearing held on Wednesday, August 8, 2012 - *Item submitted by City Manager Bernard M. Satterwhite, Jr., on behalf of the City Council of the City of Bellaire, Texas.*

CITY COUNCIL MAIN MOTION:

Mayor Pro Tem Amanda B. Nathan moved to accept the report of the Evelyn's Park Conservancy ("EPC") pertaining to its proposed Master Plan for Evelyn's Park, subject to the following comments:

- (1) **Restaurant:** The inclusion and size of any specific restaurant design proposed by the EPC will require approval by City Council and will be addressed by City Council if and when such a specific design is proposed;
- (2) **Restaurant Parking:** The amount of on-site parking required for any specific restaurant design proposed by the EPC will require a determination of adequacy by the City, and will be addressed if and when such a specific design is proposed;
- (3) **Events:** The City Council may by ordinance place limitations on the use of Evelyn's Park property for events;

- (4) **Event Parking:** The City Council may by ordinance place limitations on non-residential parking on the streets surrounding Evelyn's Park;
- (5) **Intersection Improvements:** The City will make any determinations regarding intersection improvements on Bellaire Boulevard, including regarding any elimination of dedicated turn lanes; and
- (6) **Community House and Pavilion:** City Council requests that it be provided additional opportunity for input and comment regarding these structures if the ultimately-developed specific designs for them are significantly larger than as reflected on the current proposed Master Plan.

Councilman Corbett Daniel Parker seconded the main motion.

CITY COUNCIL MOTION TO AMEND MAIN MOTION:

Councilman Andrew S. Friedberg moved to amend the main motion by adding a seventh comment related to parking generally as follows:

- (7) **Parking Generally:** The City Council encourages the EPC to continue to explore opportunities within the Preliminary Master Plan as presented to facilitate additional on-site parking when required, through flexibility in the design of park components.

Mayor Philip L. Nauert seconded the motion to amend.

Following discussion regarding the motion to amend the main motion, action was taken on the motion to amend.

CITY COUNCIL ACTION ON MOTION TO AMEND MAIN MOTION:

The motion to amend the main motion carried unanimously on a 7-0 vote as follows:

FOR: Mayor **Philip L. Nauert**, Mayor Pro Tem **Amanda B. Nathan** and Councilmen **Roman F. Reed**, **James P. Avioli, Sr.**, **Corbett Daniel Parker**, **Pat B. McLaughlan** and **Andrew S. Friedberg**

OPPOSED: None

ABSENT: None