PUBLIC NOTICE OF A REGULAR MEETING
OF THE AIRPORT AUTHORITY
TUESDAY, JULY 19, 2011 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order
2. Opening Prayer Mike Holman, First Assembly of God
3. Consent Agenda
    A. Consider Approval of Minutes on July 5, 2011
4. Action Items:
    A. Request Authorization to go to bid on Oil and Gas Lease on Airport Property
5. City Manager's Report
6. Audience Participation
7. Adjournment

Filed this 15th Day of July, 2011. Posted on the bulletin board in the lobby of the Clinton City Hall on July 15, 2011 at 1:30pm

_____

Not recorded

AA070511

MINUTES OF AIRPORT AUTHORITY MEETING ON JULY 5, 2011

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Airport Trust Authority of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, July 5, 2011 at 5:30 p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on June 30, 2011.

Chairman Allen Bryson called the meeting to order with the following present;

CHAIRMAN: Allen Bryson
TRUSTEES: Don Rodolph, Bob Marcy, Phyllis Smith, Steve Jones
CITY MANAGER: Steve Hewitt
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Rhonda Williams
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green and Jarod Atha
OTHERS: Arnold Adams, Mary Helen Jones, David Crabtree, Gene McCullough, K.D. Kappel, Jason Hulin, Jerry Romannose, and others.

Trustee Allen Bryson opened the meeting with prayer and Trustee Phyllis Smith led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of the Regular Meeting of June 7, 2011
B. Consider Claims

Moved by Trustee Smith and seconded by Trustee Jones, that Consent Agenda Item No. 3 (a-b) be approved.

Chairman put the motion to a roll call vote:

Aye: Smith, Jones, Rodolph, Marcy, Bryson
Nay: None

Chairman declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

4A. REQUEST AUTHORIZATION TO GO TO BID ON OIL AND GAS LEASE ON AIRPORT PROPERTY

City Manager Steve Hewitt reported that the Airport Authority has 240 acres of property that is out of lease. He said the last time bids were taken on the property, no bids were received. He said in an attempt to generate revenue, staff request authorization to go to bid on the oil and gas lease on the airport property.

Trustee Rodolph said he would provide names of the companies that are currently leasing in the immediate area of this property. He said these names should be added to the existing list the City uses to notify potential bidders.

Motion was made by Trustee Rodolph and seconded by Trustee Marcy to authorize staff to go to bid on oil and gas lease on the airport property.

Chairman put the motion to a roll call vote:

Aye: Rodolph, Marcy, Jones, Smith, Bryson
Nay: None

Chairman declared the motion carried.

AGENDA ITEM NO .5: CITY MANAGER'S REPORT

None

AGENDA ITEM NO. 6: AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 7: ADJOURNMENT

Moved by Trustee Jones and seconded by Trustee Smith that the meeting adjourn.

Chairman put the motion to a roll call vote.

Aye: Jones, Smith, Marcy, Rodolph, Bryson
Nay: None

Chairman declared the meeting adjourned at 5:40 pm.

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: Airport Property Oil and Gas Lease

Staff Source: City Clerk Lisa Anders

History/Background Information: At the previous meeting, staff requested authorization to go to bid on a tract of airport land containing 241.33 acres for an oil and gas lease. There are additional acres that have not been leased for a number of years.

Item/Subject Summary: Request authorization to advertise to take bids on all pieces of property at the airport.

Price/Cost: Publication cost

Recommendation: Authorize staff to advertise for one oil and gas lease on all pieces of property at the airport.

Form 88—(Prod. Pooling) (Oklahoma) FORM 208.7 (ORDER BY NUMBER) BOOK 435 PAGE 100

Recorded BOOK 551 PAGE 510

Manly Office Supply Co.-Printers-Okla. City

(640 Shut in) (Revised 1963)

OIL AND GAS LEASE

5780
479

AGREEMENT, Made and entered into this 1st day of July 1980

by and between The City of Clinton, Oklahoma, a municipal corporation

Party of the first part, hereinafter called lessor (whether one or more)

and Hadsen Petroleum Corporation part y of the second part, hereinafter called lessee:

WITNESSETH, That the said lessor, for and in consideration of Ten and no/100---------- DOLLARS, cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said lessee, for the sole and only purpose of exploring by geophysical and other methods, mining and operating for oil (including but not limited to distillate and condensate), gas (including casinghead gas and helium and all other constituents), and for laying pipe lines, and building tanks, powers, stations and structures thereon, to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situated in the County of Custer State of Oklahoma, described as follows, to-wit:

All in Custer County, State of Oklahoma, to-wit:

Lots 6 and 7 and E/2 of SW/4, and the West 93.33 acres of SE/4 of Section 6, Township 12N, Range 16 W.I.M., and containing 241.33 acres, more or less; and

Lots 1 and 2 and E/2 of NW/4 of Section 7, Township 12 N., Range 16 W.I.M., and containing 148.54 acres, more or less; and

A parcel of land lying in the Northeast Quarter of Section 7, Township 12 North, Range 16, W.I.M., more particularly described and bounded as follows: Beginning at a point on the South line of the Northeast Quarter of said Section 1,840 feet West of the Southeast corner of said Northeast Quarter of Section 7 (which point is also 1,779.7 feet West of the West right of way line of the CRI&P. Railway Company), thence North parallel to the East line of said quarter section for a distance of 1,600 feet, thence South 89 degrees 47 seconds East for a distance of 740 feet, thence North parallel with the East line of said Quarter Section a distance of 1,040 feet to the North line of said Northeast Quarter of Section 7, thence West along the North line of said Quarter section to the Northwest corner thereof, thence South along the quarter section line to the Southwest corner of said Northeast Quarter of Section 7, thence East along the South line of said quarter section to the point of beginning, containing 66.67 acres, more or less.

CUSTER COUNTY 7044

Recorded MAR 30 1983 9:27 am

State of Oklahoma, Custer County, ss, Filed ..... at .....

Recorded In Book 551, Page 510-512 Calvin Klein, County Clerk

Grantor Grantee Numerical By Barbara Lee Deputy

CUSTER COUNTY Recorded No. 5797

AUG - 5 1980 9:40 am

State of Oklahoma, Custer County, ss. Filed

Recorded In Book 435 Page 100-102 Calvin Klein, County Clerk

Grantor Grantee Numerical

Barbara Lee Deputy

and part of NE4

PUBLIC NOTICE OF A REGULAR MEETING
OF THE INDUSTRIAL AUTHORITY
TUESDAY, JULY 19, 2011 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order
2. Opening Prayer Mike Holman, First Assembly of God
3. Consent Agenda
    A. Consider Approval of Minutes of Regular Meeting on July 5, 2011
4. Action Items:
    A. Consider Surplus of Property in Lots 6-12, Block 55 of Clinton Original Townsite (212-218 Frisco)
    B. City Manager's Report
5. Audience Participation
6. Adjournment

Filed this 15 th Day of July, 2011. Posted on the bulletin board in the lobby of the Clinton City Hall on July 15, 2011 at 1:30 p.m.

_____

Not recorded

IA070511

MINUTES OF THE CLINTON INDUSTRIAL AUTHORITY, JULY 5, 2011

Minutes of a regular meeting of the Chairman and Trustees of the Clinton Industrial Authority of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, July 5 21, 2011 at 5:30 p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on June 30, 2011.

Chairman Bryson called the meeting to order with the following present;

CHAIRMAN: Allen Bryson
TRUSTEES: Don Rodolph, Bob Marcy, Phyllis Smith, Steve Jones
CITY MANAGER: Steve Hewitt
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Rhonda Williams
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green and Jarod Atha
OTHERS: David Crabtree, Mary Helen Jones, Gene McCullough, K.D. Kappel, Jason Hulin, and others.

Chairman Allen Bryson opened the meeting with prayer and Trustee Phyllis Smith led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of June 21, 2011 meeting
B. Consider Claims

Moved by Trustee Jones and seconded by Trustee Smith that Consent Agenda Item No. 3 (a-b) be approved.

Chairman put the motion to a roll call vote:

Aye: Jones, Smith, Marcy, Rodolph, Bryson
Nay: None

Chairman declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

None

AGENDA ITEM NO .5: CITY MANAGER'S REPORT

None

AGENDA ITEM NO. 6: AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 7: ADJOURNMENT

Moved by Trustee Smith and seconded by Trustee Marcy that the meeting adjourn.

Chairman put the motion to a roll call vote

Aye: Smith, Marcy, Jones, Rodolph, Bryson
Nay: None

Chairman declared the meeting adjourned at 5:34 pm.

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: TH Rogers Tax Incentive Agreement

Staff Source: City Manager, Steve Hewitt

History/Background Information: City Council approved the Tax Incentive Application for TH Roger's new facility back in May of 2010. The final agreement is required, which has been reviewed by our City Attorney. The agreement has been sent to TH Rogers.

Item/Subject Summary: This is the final agreement (pending an occupancy permit) which provided TH Rogers a sales tax rebate from the City of 60% of new sales. This incentive is for a balance of 5 years.

Price/Cost: (rebate of sales tax above the past 3 average sales)

Recommendation: Recommend approval.

TAX INCENTIVE AGREEMENT
(PRE-EXISING BUSINESS)

THIS Tax Incentive Agreement (the "Agreement") is entered into by and among the City of Clinton, Oklahoma (the "City") and T. H. Rogers Lumber Company (the "Owner").

RECITALS:

WHEREAS, the City adopted Resolution IA09-02 to provide a means to attract business and economic growth within the Clinton Community;

WHEREAS, Owner owns the real property described in Exhibit "A" and has made application for the Tax Incentives as contained in Resolution IA09-02;

WHEREAS, Owner's application has been approved and Owner meets the qualification requirements within Resolution IA09-02;

NOW THEREFORE, in consideration of the mutual benefits and promises contained herein and for good and other valuable consideration, the adequacy and receipt of which is hereby acknowledged, including the expansion of primary employment, the attraction of major investment in the City, which contributes to the economic development of the City and the enhancement of the tax base in the City, the parties agree as follows:

GENERAL PROVISIONS

DEFINITIONS

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

A. "Interior business premises" means the square footage of the covered retail establishment and any associated storage/preparation areas.

B. "Net Tax" means monies collected on a Quarterly Basis by the City from the Oklahoma Tax commission, which have been paid as City Sales Tax by a qualifying business, less monies earmarked, (including the three (3) cents of permanent sales tax) and less monies retained by the Oklahoma Tax Commission as collection fees.

TERM

This Agreement shall be effective from the date executed for the period of one (1) year, but shall be renewable for a period of four (4) additional terms.

TAX INCENTIVE AUTHORIZED

Prior to the effective date of this agreement, Owner occupied _____ square feet of interior business premises. As of the date of this agreement, Owner will occupy _____ square feet. The expansion has increased the interior business premises in excess of 25%.

The average sales tax paid by Owner over the past three (3) years is $_____. Owner will be refunded 60% of the net tax collected in excess of $_____, during the next fiscal year. Said payments shall be distributed to the business quarterly within 30 days of receipt of the funds from the City.

DEFAULT: RECAPTURE OF REBATED TAX

If Business should abandon or close business operations for a period of thirty (30) calendar days or fail to maintain the minimum square footage interior expansion for a period of thirty (30) calendar days, the Business shall lose their Incentive qualification for the quarter during which the abandonment or closing or reduction of interior square footage occurred and for the remainder of that fiscal year. If the business is reopened or the expansion is re-established before the next application date of May 1, then, the business may re-apply for Incentives for the succeeding fiscal year; however, it will only be eligible for Incentives for the balance of the five (5) year period that business is entitled to receive incentives. Exceptions may be made by the City Manager for natural disasters and circumstances beyond the control of the business.

Upon breach by Owner of any obligations under this Agreement, the City shall notify the "Defaulting Party" in writing. Owner shall have five (5) days from receipt of the notice in which to cure any such breach. If the breach cannot reasonably be cured within a five (5) day period, and the Owner has diligently pursued such remedies as shall be reasonably necessary to cure such breach, then the City may extend the period in which the breach must be cured.

SUCCESSORS AND ASSIGNS

This Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. This Agreement may be assigned with the written consent of the City Council. After any permitted assignment, all references to Owner herein shall thereafter be a reference to such successor with respect to any obligations or liabilities occurring or arising after the date of such assignment.

NOTICE

All notices required by this Agreement shall be addressed to the following, or other such party or address as either party designates in writing, by certified mail, postage prepaid, or by hand or overnight delivery:

If intended for Owner, to:
Attn: _____
_____
_____

CITY COUNCIL AUTHORIZATION

This Agreement was authorized by resolution of the City Council approved by its Council meeting authorizing the City Manager to execute this Agreement on behalf of the City.

SEVERABILITY

In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

APPLICABLE LAW

This Agreement shall be construed under the laws of the State of Oklahoma. Venue for any action under this Agreement shall be in Custer County, Oklahoma.

COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

ENTIRE AGREEMENT

This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to the matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

INCORPORATION OF RECITALS

The determination recited and declared in the preambles to this Agreement is hereby incorporated herein as part of this Agreement.

INCORPORATION OF EXHIBITS

All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

EXECUTED in duplicate originals this _____ day of _____, 2011.

City of Clinton, Oklahoma

By: _____
Allen Bryson, Mayor

ATTEST:

By: _____
Secretary

EXECUTED in duplicate originals this _____ day of _____, 2011.

T. H. Rogers Lumber Company

By: _____
Name: _____
Title: _____

CITY'S ACKNOWLEDGEMENT

State of Oklahoma)
) :ss
County of Custer)

This instrument was acknowledged before me on the _____ day of _____, 2011, by Allen Bryson, Mayor of the City of Clinton, an Oklahoma municipality, on behalf of said municipality.

_____
Notary Public

My commission expires: _____

OWNER'S ACKNOWLEDGEMENT

State of Oklahoma)
) :ss
County of Custer)

This instrument was acknowledged before me on the _____ day of _____, 2011, by _____, being the _____ of _____, on behalf of said _____.

_____
Notary Public

My commission expires: _____

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: Surplus lots 6 – 12 Block 55 (formally Anoilco facility)

Staff Source: City Manager, Steve Hewitt

History/Background Information:

The City of Clinton Industrial Authority purchased this property in 2009 for $66,000. This has been used for city storage. The original purchase was to attract economic development.

Item/Subject Summary:

A local business, looking to expand its operations, has approach staff about purchasing the facility/property. We have not seen an official offer. I anticipate that if Council/Authority surpluses the property, we would see an official offer submitted. Placing the property as surplus tells potential business the City is willing to negotiate and sale.

Price/Cost:

City purchased for $66,000.

Recommendation:

Staff recommends surplus. The property is underutilized. This would be good for our community to see a local business expand or see a new business develop. This is a commercial facility and is not be utilized to its potential.

PUBLIC NOTICE OF A REGULAR MEETING
OF THE CITY COUNCIL
TUESDAY, JULY 19, 2011 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order
2. Opening Prayer Mike Holman, First Assembly of God
3. Consent Agenda
    A. Consider approval of minutes on July 5, 2011
4. Action Items:
    A. Discuss donation of land from Lawrence Smoots on behalf of Edna Carter to the City of Clinton
    B. Consider renewal of Clinton Summer Playground Agreement
    C. Consider and Discuss the purchase or appraisal of real property including an Executive Session as authorized by 25 O.S. ss 307B(3)
5. City Manager's Report
6. Audience Participation
7. Adjournment

Filed this 15th Day of July, 2011. Posted on the bulletin board in the lobby of the Clinton City Hall on July 15, 2011 at 1:30 p.m.

_____

Not recorded

RM070511

MINUTES OF THE CLINTON CITY COUNCIL
July 5, 2011

Minutes of the regular meeting of the Mayor and City Council of the City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, July 5, 2011 at 5:30 p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on June 30, 2011.

Mayor Allen Bryson called the meeting to order with the following present;

MAYOR: Allen Bryson
COUNCIL: Don Rodolph, Bob Marcy, Phyllis Smith, Steve Jones
CITY MANAGER: Steve Hewitt
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CITY CLERK: Rhonda Williams
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green and Jarod Atha
OTHERS: David Crabtree, Gene McCullough, Jason Hulin, K.D. Kappel, Jerry Romannose, and others.

Mayor Allen Bryson opened the meeting with prayer and Councilwoman Phyllis Smith led the Pledge of Allegiance.

AGENDA ITEM NO. 4: CONSENT AGENDA:

A. Minutes of Regular Meeting of June 21, 2011
B. Consider Claims

Moved by Councilman Marcy and seconded by Councilman Jones, that Consent Agenda Item No. 3 (a-b) be approved.

Mayor put the motion to a roll call vote:

Aye: Marcy, Jones, Smith, Rodolph, Bryson
Nay: None

Mayor declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

4A. DISCUSS AND CONSIDER SURPLUS OF CITY PROPERTY

City Manager Steve Hewitt presented a list and map of city owned properties. He said the properties had been discussed previously but no action was taken on the list. He said if the property is surplused this would allow the City to work with townspeople and potential businesses who were interested in expanding or relocating. He said he wants feedback from the Council.

Councilman Rodolph said he had looked at the properties and said some are not buildable properties. He suggested talking to neighbors to see if there is interest. He suggested checking on rental income for the 40 acres.

Motion was made by Councilman Rodolph and seconded by Councilman Marcy to surplus all twelve pieces of property listed.

Mayor put the motion to a roll call vote:

Aye: Rodolph, Marcy, Jones, Smith, Bryson
Nay: None

Mayor declared the motion carried.

4B. CONSIDER APPOINTMENTS TO BOARD OF DIRECTORS OF FOSS RESERVOIR MASTER CONSERVANCY DISTRICT

Motion was made by Councilman Rodolph and seconded by Councilman Marcy to nominate David Berrong, Roger Snider and Dr. Bill Jackson to continue serving on the Board of Directors of Foss Reservoir Master Conservancy District.

Mayor put the motion to a roll call vote:

Aye: Rodolph, Marcy, Smith, Jones, Bryson
Nay: None

Mayor declared the motion carried.

4C. CONSIDER APPLICATION #3 FOR PAYMENT TO JOE D. HALL GENERAL CONTRACTOR, LLC FOR THE CITY HALL ROOF AND WINDOW PROJECT

City Manager Steve Hewitt said the project is continuing to move forward and is expected to be completed by the end of the summer. He said not only does it improve the exterior of the building but it improves the energy efficiency of the building as the utility bills should be reduced.

Motion was made by Councilwoman Smith and seconded by Councilman Jones to approve payment of application #3 to Joe D. Hall for the City Hall roof and window project.

Mayor put the motion to a roll call vote:

Aye: Smith, Jones, Rodolph, Marcy, Bryson
Nay: None

Mayor declared the motion carried.

4D. CONSIDER AND DISCUSS THE PURCHASE OR APPRAISAL OF REAL PROPERTY INCLUDING AN EXECUTIVE SESSION AS AUTHORIZED BY 25 O.S ss 307B(3).

Motion was made by Councilman Marcy and seconded by Councilman Jones to go into executive session to discuss the purchase or appraisal of real property and include the City Attorney and City Attorney in the session.

Mayor put the motion to a roll call vote.

Aye: Marcy, Jones, Smith, Rodolph, Bryson
Nay: None

Mayor declared the meeting in executive session at 6:05 P.M.

RECONVENE IN REGULAR SESSION

Motion was made by Councilwoman Smith and seconded by Councilman Marcy to reconvene in regular session.

Mayor put the motion to a roll call vote:

Aye: Smith, Marcy, Rodolph, Jones, Bryson
Nay: None

Mayor declared the meeting in regular session at 6:20 P.M.

Mayor Bryson reported no action taken.

5. CITY MANAGER'S REPORT

City Manager Steve Hewitt reported that the HOPE Project has been completed and an Open House is scheduled for Friday, July 8, 2011 from 10 AM to 12:00 noon.

Mayor Bryson expressed his appreciation to those assisting with the fire at the White Dog.

Councilman Jones express his appreciation to McDonald's and Gayla's at the Market for bringing food to the firefighters during the long hours at the fire.

Councilwoman Smith asked about the Route 66 Festival.

Councilman Jones said the new location of McLain Rogers Park was well received but the attendance numbers were down. He said that could be to the extreme heat.

6. AUDIENCE PARTICIPATION

Mary Helen Jones asked for an update on the Silver Alert program that she had mentioned to the City Manager several months back. She said she had been told that protocol would need to be worked out and she was wondering about the program.

City Manager Steve Hewitt said he would look into the program.

Mayor Bryson said this had been dropped in the transition between the new city manager and the previous city manager. He asked City Manager Hewitt to look into the program and bring this information back to the Council in August.

AGENDA ITEM NO. 7: ADJOURNMENT

Moved by Councilman Jones and seconded by Councilwoman Smith to adjourn the meeting.

Mayor put the motion to a roll call vote:

Aye: Jones, Smith, Marcy, Rodolph, Bryson
Nay: None

Mayor declared the meeting adjourned at 6:30 P.M.

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: Land Donation for lots adjacent to Joe Baker Park.

Staff Source: City Manager, Steve Hewitt

History/Background Information:

Lot 1 & 2 Block 2 Washita Valley Addition (next to Joe Baker Park). The property is not currently occupied.

Item/Subject Summary:

I was approached by Phyllis Smith asking if the City would be interested in a donation of this property. Phyllis set up a meeting between Lawrence Smoots and myself. Mr. Smoots currently holds the administrative duties for Edna Carter (Owner of the Property). Mr. Smoots stated that they would be willing to donate the property to the City if it could be added to Joe Baker Park and remain part of the Park.

Price/Cost:

Unknown costs for clean-up.....

Recommendation:

Parking has been an issue at this location. This would allow the City to clean the property and attach parking to Joe Baker Park. Minimal maintenance costs. If Council agrees, staff will do some additional due diligence on the property and bring back a deed.

Ret: Custer County Abstract Co.
Box 1269
Clinton, Okla. 73601

BOOK 779 PAGE 98

NO REVENUE: 68 § 5103 (8)

(Individual Form)

800

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT Barbara Edwards and Freddie G. Edwards, Sr., wife and husband

, part(y) (ies) of the first part, in considerotion of the sum of Ten and no/100 dollars, and other valuable considerotions, in hand paid, the receipt of which is hereby acknowledged, do(es) hereby grant, bargain, sell and convey unto Edna Carter, a single person

, part(y) (ies) of the second part, the following described real property and premises situate in Custer County, State of Oklahoma, to-wit:

All of Lot 1 and 2 in Block 2, in Washita Valley Lots and Acres, Located in the NW¼ of Section 24, Township 12 North, Range 17 W.I.M.

State of Oklahoma, Custer County, ss, Filed APR 14 1989 at 8:53 am
Recorded in Book 779, Page 98 Connie Harris, County Clerk
Grantor Grantee Numerical By Debra A. Dagge Deputy

together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said part(y) (ies) of the second part, (his) (her) (their) heirs and assigns forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and incumbrances of whatsoever nature, EXCEPT

Signed and delivered this 10th day of April, 1989

Barbara Edwards

Freddie G. Edwards, Sr

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Maryland, County of Baltimore, SS.

Before me, the undersigned, a Notary Public in and for said County and State, on this 10th day of April, 1989, personally appeared Barbara Edwards and Freddie G. Edwards, Sr., wife and husband

to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that(he) (she) (they) executed the same as(his) (her) (their) free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires My Commission Expires July 1, 1990 Notary Public

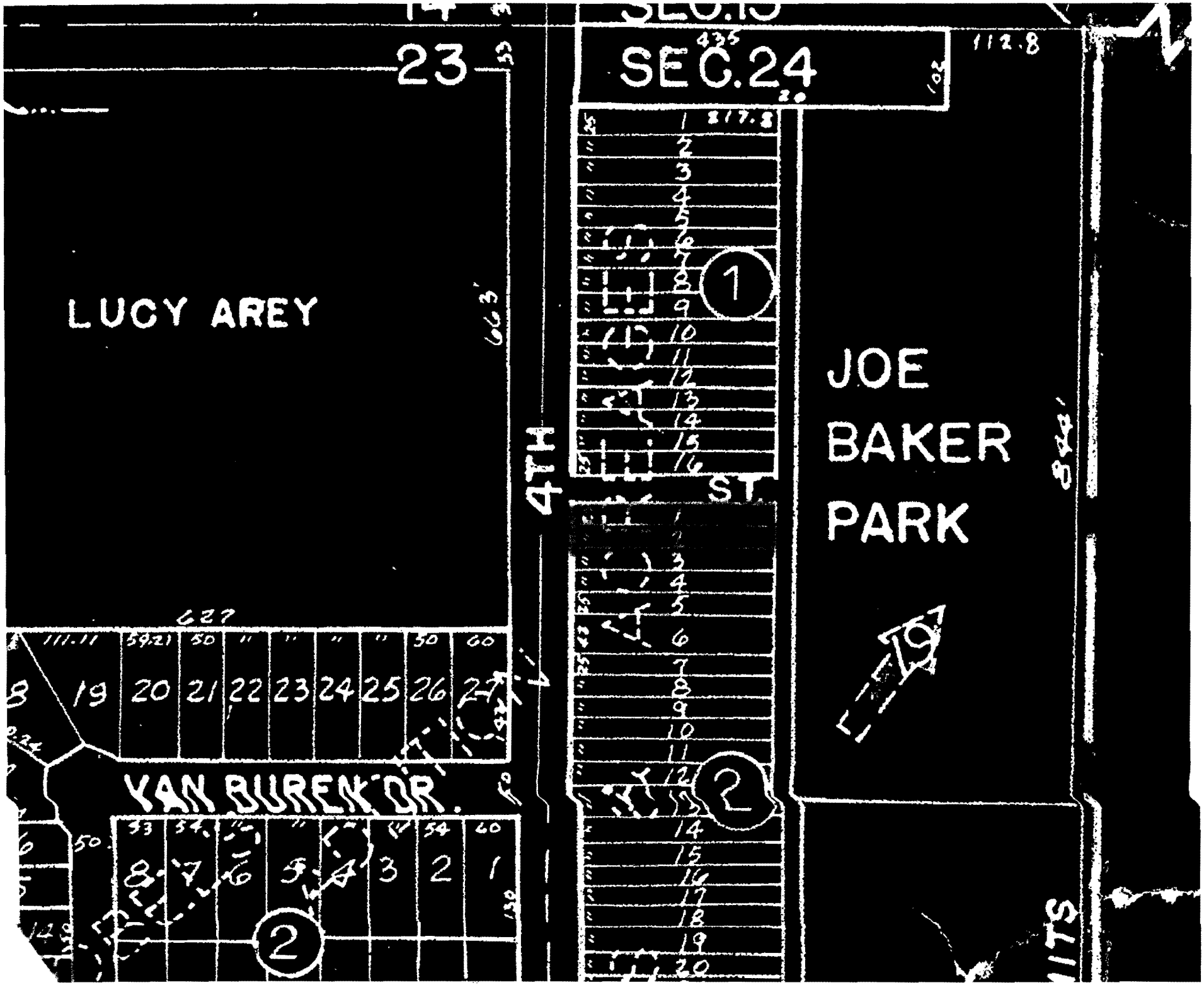
(SEAL)

RETURN RECORDED DOCUMENT TO

NOTE—The LOCAL AGENT for FIRST AMERICAN TITLE INSURANCE COMPANY, Oklahoma City, furnishes this form to ATTORNEYS, as a courtesy and for their convenience. All legal instruments should be prepared or supervised by ATTORNEYS.

Warranty Deed (Statutory Form—Individual) #9501

CUSTER COUNTY No. 1882


SEC. 24
23
LUCY AREY
JOE BAKER PARK
4TH ST.
VAN BUREN DR.
627
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59.21
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1128
435
663'
844'

SUMMER PLAYGROUND AGREEMENT

This agreement made and entered into this _____ day of _____, 2011, by and between the City of Clinton, Oklahoma, a municipal corporation, hereinafter referred to as "City", and Clinton Summer Playground, Inc. a non-profit corporation, organized under the laws of the State of Oklahoma hereinafter referred to as "Summer Playground."

RECITALS

1. Whereas Summer Playground is a non-profit, self development, community service organization attempting to promote positive community relations in the Clinton area with programs that promote community pride and self development;

2. Whereas the programs of Summer Playground are primarily to provide services to the youth of our city.

3. Whereas there is a desire on the part of the Summer Playground to provide said youth activities and provide alternative programs for the youth of the community;

4. Whereas it would be beneficial for both the City and Summer Playground to enter into an agreement providing for these activities for the young people in the Summer Playground youth program which allows the youth an opportunity to learn team work and other life skills.

NOW THEREFORE, for and in consideration of the mutual covenants herein, the parties agree as follows:

SECTION I

OBLIGATIONS OF CLINTON SUMMER PLAYGROUND, INC.

Summer Playground includes 6 different activities:

Swimming
Sports
Move Your Body
Discovery Zone
Designs and Doodles
Campfire

Swimming includes activities in the pool that encourage campers to get acquainted with the water.

Sports include Tennis, Baseball, Basketball, Soccer, and Volleyball

Designs and Doodles ---Arts and Crafts

Move Your Body--Organized Games

Discovery Zone (a hands-on learning time) this includes...
field trips to local sites (Cheyenne Cultural Center and Southwest Playhouse this year)
Community Guest speakers each week (Sunshine Nursery, chemistry teacher, policemen, firemen, PSO workers, military, horse owners, etc)

Campfire includes artistic based activities
play games with words
act out poems or plays
dance to age appropriate music

Summer Playground shall provide a list of all participants to the City. A schedule of events and programs scheduled for the period of this contract shall also be provided to the City.

Summer Playground shall provide these services during the months of June and July 2012.

Monthly progress reports shall be provided to the City indicating the activities and the number of youth signed up for each activity. The said report shall be furnished to the office of the City Clerk not later than the 15th of the month following.

Clinton Summer Playground shall provide these services to at least 300 young persons during the season.

Clinton Summer Playground shall provide the City with a certificate of insurance naming the City as additionally insured.

Clinton Summer Playground will be allowed the use of the swimming pool from the City at no cost.

SECTION II

OBLIGATIONS OF THE CITY OF CLINTON

The City shall provide a fee to Summer Playground in the amount of $8,000. Said fee is to be paid during the month of July 2011.

The City shall provide park facilities needed by the Clinton Summer Playground for its activities.

The City shall provide the use of the Municipal Swimming Pool to Clinton Summer Playground at no cost to the program.

SECTION III

SEVERANCE

The City Manager of said City or his designee shall be responsible for inspecting the areas of work to insure that the work by Clinton Summer Playground has been done in accordance with reasonable acceptable standards and if the same has not been done in accordance to said standards, then

no "pay" shall be received by Clinton Summer Playground until such standards are achieved. Further, either party can cancel the contract upon a seven-day notice.

Dated this ____ day of _____, 2011.

City of Clinton, Oklahoma

Attest:

_____
Allen Bryson, Mayor

_____
Lisa Anders, City Clerk

_____
Bob Gauger, Chairman
Clinton Summer Playground

PUBLIC NOTICE OF A REGULAR MEETING
OF THE PUBLIC WORKS AUTHORITY
TUESDAY, JULY 19, 2011 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order
2. Opening Prayer: Mike Holman
    A. First Assembly of God
3. Consent Agenda:
    A. Consider Approval of Minutes of July 5,2011
4. Action Items:
5. City Manager's Report
    A. Water Distribution Operations Update
6. Audience Participation
7. Adjournment

See the filed original PDF for the clerk’s posting certification.

Not recorded