



Agenda Commentary

Item Title/ Subject: Tennis Court Agreement

Staff Source: City Manager, Steve Hewitt

Date: Sept 13, 2013

Background/Subject Information:

Tennis Courts were built in the 1970's under the Water Conservation Grant. This was a partnership between the School and the City of Clinton. School owned the land and City applied for the grant with an agreement between both parties. This has been an ongoing 10 year contract since the initial construction.

The agreement has expired this past June 30th. This returns all control of the courts back to the possession of the school. However, after multiple conversations with the Superintendent, we both believe the partnership should continue with some minor adjustments.

The courts are aging and need some repairs that will be costly. Some of you may recall I recommended some improvements in the spring of 2012; however some Councilmembers expressed concerns with the contractor and a previous improvement project. Those dollars were then spent in other park areas of need. Knowing the contract was expiring, staff again budgeted some dollars for needed repairs (two courts are not fit for competitive play due to deterioration). Staff sees a partnership that would share improvements equally.

Agreement increases the Schools payments up to \$500 (from \$200). City will do regular maintenance and school district will keep are clean and orderly. City will continue to pay utilities for lights. The biggest adjustment is the capital improvement. School and City would split capital costs. City currently has \$20,000 budgeted for improvements. We have estimates nearly \$40,000 to repair the current issues.

Recommendation:

Staff recommends approval of new contract. School Board approved this contract at their last Board Meeting.

Price/Cost: Continued annual maintenance costs, capital pending approval each fiscal year.

RIGHT OF USE CONTRACT

THIS CONTRACT made and entered into this ___ day of _____, 20___ by and between BOARD OF EDUCATION OF INDEPENDENT SCHOOL DISTRICT NO. 99 OF CUSTER COUNTY, OKLAHOMA ("School District"), a municipal corporation, party of the first part, and CITY OF CLINTON, OKLAHOMA, ("City") a municipal corporation, party of the second part, is as follows:

School District hereby grants to City the right to use the following described property:

Beginning at the point where the North boundary line of the Southwest Quarter of Section 22, Township 12 North, Range 17, W.I.M., Custer County, Oklahoma, intersects the East boundary line of Gary Freeway, Clinton, Oklahoma, thence North along said East boundary line of said Gary Freeway 175 feet, thence East 300 feet, thence South 175 feet, more or less, to said North boundary line of said Southwest Quarter, thence West along said North boundary line 300 feet more or less, to the point of beginning.

for a period of ten (10) years from this date, for maintenance, and use of tennis courts, together with landscaping and spectator installations in connection therewith. Said tennis courts will have a chain link fence with gates around said courts and electric lights. It is further agreed that in consideration for the granting of the right to use said property as hereinabove set forth by School District and City, that said courts shall be available for the use of all students in said Independent School District No. 9 as well as for all patrons of said School District and all the citizens of said City, subject only to reasonable regulations imposed on such use by the parties hereto.

It is further agreed that School District will remove debris and keep said premises neat and orderly, that City will pay for all regular maintenance of said courts and installations except that School District will contribute Five Hundred Dollars (\$500.00) as needed each fiscal year for such maintenance for a period of ten (10) years commencing on July 1, 2013.

All improvements on the above described real estate shall become the property of School District upon the expiration of this lease unless the parties mutually agree upon an extension of such right to use.

Parties agree to split any Board approved capital improvement costs 50/50. Including but not limited to: court overlay, fence replacement and landscaping.

City shall be responsible for utility costs at the subject property, as currently constructed.

NOW, THEREFORE, it is agreed by and between the undersigned for a good and valuable consideration, that all the terms and provisions of this Right to Use Contract by and between the parties, dated this ___ day of _____, 20___, shall cover the heretofore described additional

property which School District has granted City the right to use until July 1, 2023, for the maintenance and use of tennis courts.

The undersigned President and Secretary of the first party hereby warrant and certify that they have been authorized to execute this instrument by said BOARD OF EDUCATION and the undersigned Mayor and Clerk of the second party warrant and certify that they have been authorized by the governing body of the second part to execute this agreement.

BOARD OF EDUCATION OF
INDEPENDENT SCHOOL DISTRICT
OF CUSTER COUNTY, OKLAHOMA

By: _____
Its President

(Seal)

ATTEST:

By: _____
Its Secretary

CITY OF CLINTON, OKLAHOMA

By: _____
Its Mayor

(Seal)

ATTEST:

By: _____
Its Clerk