

**ADDENDUM**

**TO THE  
REGULAR MEETING  
OF THE  
SEMINOLE CITY COUNCIL**

**AGENDA**

**Tuesday, July 13, 2010  
Seminole Public Library – Goldie Barnett Room  
424 N. Main**

**7:00 p.m.**

**APPROVALS OR ACCEPTANCES**

**Resolutions**

- 3a. Consideration and possible action to approve Resolution No. 2010-12, a Resolution providing that the provisions of Ordinance No. 1119 regarding the extension of a ½% excise tax shall not be amended without the approval of the electors of the City at an election called and held for such purpose, and that the City Council determines that the proceeds of the sales tax levied pursuant to Ordinance No. 1119 shall be expended as provided in Exhibit A of the Resolution.

**CURRENT BUSINESS**

8. Consideration and possible action to approve an offer from Brent Eugene McClanahan of \$100.00 per month for a period of no less than 60 months, or a total of \$6,000.00, for the purchase of a house owned by the City of Seminole located at 1103 Harding in Seminole.
9. Consideration and possible action to approve the annual lease agreement with the Seminole Girls Softball Association for the lease of three (3) softball fields located at what is commonly referred to as the "Seminole Softball Complex", as described in the lease agreement.
10. Consideration and possible action to approve the annual lease agreement with the Seminole Public Schools for the lease of three (3) softball fields located at what is commonly referred to as the "Seminole Softball Complex", as described in the lease agreement.

**RESOLUTION NO. \_\_\_\_\_**

WHEREAS, the Council of the City of Seminole, Oklahoma (the "Council"), has determined that it is necessary to acquire emergency services equipment, fund ambulance operations and provide capital improvements for the City (the "Project"); and

WHEREAS, the Council has approved Ordinance No. 1119 which shall continue a one-half cent ( $\frac{1}{2}\%$ ) excise tax levy within said City for the purpose of providing revenues to pay the principal of and interest on indebtedness incurred on behalf of said City to provide certain of the aforesaid equipment and capital improvements of the City, as well as to fund certain of the aforesaid services and equipment; and

WHEREAS, the aforesaid Ordinance No. 1119 shall only become effective upon the approval of a majority of the qualified electors of the City of Seminole, Oklahoma, and such approval is necessary to finance the aforesaid Project; and

WHEREAS, the Council has determined to set forth the specific expenditures contemplated within the aforesaid Project in order to inform the citizens of the City of Seminole, Oklahoma, as to the nature of the Project;

**NOW, THEREFORE, BE IT RESOLVED BY THE PEOPLE OF THE CITY OF SEMINOLE, OKLAHOMA:**

**SECTION 1.** The aforesaid Project and the financing and funding thereof will provide capital improvements, emergency services equipment and ambulance operations for the City. This Resolution is adopted as the official plan of the City with respect to the aforesaid election as an inducement to the electors of the City to approve said proposition and shall be and remain binding and shall not be amended without the approval of the electors of the City at an election called and held for such purpose.

SECTION 2. The Council of the City of Seminole, Oklahoma, determines that the proceeds of the sales tax levied pursuant to Ordinance No. 1119 shall be expended as provided in Exhibit A attached hereto.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Mayor, City of Seminole, Oklahoma

ATTEST: (Seal)

\_\_\_\_\_  
City Clerk, City of Seminole, Oklahoma

I, the undersigned City Clerk of the City of Seminole, Oklahoma, hereby certify that the foregoing is a true, correct and complete copy of a Resolution adopted by the governing body of said City at a meeting held on the date therein stated, as the same appears in the Minutes of said meeting on file in my office as a part of the official records thereof.

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City Clerk, City of Seminole, Oklahoma

(Seal)

To City of Seminole:

DATE  
7-6-10

I, Brent Eugene McLanahan do hereby offer \$100.00 a month for a period of no less than five years making a total of \$6000.00 for 1103 Harding, Seminole, Ok 74868.

Parks Dept. Asst. Supervisor  
Brent E. McLanahan

## **LEASE AGREEMENT**

THIS LEASE AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between The City of Seminole, Oklahoma, a Municipal Corporation, hereinafter called "LESSOR", and Seminole Girls Softball Association, hereinafter called "LESSEE", WITNESSETH:

**IN CONSIDERATION** for leasing three particular softball fields located on what is commonly referred to as the "Seminole Softball Complex" and other valuable consideration identified herein, Lessor does hereby lease to Lessee the below described real property with all improvements located thereupon, to-wit:

*Softball Fields Number One, Number Two and Number Four and Concession Number One of the Seminole Softball Complex, which is more readily identified as an improved piece of property located in the corporate limits of the City of Seminole on the southeast corner of Main Street and Strother Avenue and further identified as being located in Section Twenty-Seven (27), Township Nine (9) North, Range Six (6) East of Seminole County, State of Oklahoma.*

The term is to commence on the \_\_ day of \_\_\_\_\_, 20\_\_, and shall be renewable by the agreement of the parties on an annual basis. The following additional terms and conditions shall apply to this lease:

### **I. USE OF THE PREMISES**

Lessee is hereby authorized to utilize the above identified softball fields for softball events and activities. However, it is acknowledged and agreed between the parties that said fields must be available to the public at all times that said fields are not reserved for scheduled events, regular practices and other activities of Lessee for purposes of satisfying the terms and conditions of the grants acquired for construction of the complex.

Lessor agrees to allow Lessee to utilize the parking lot located on the east side of the softball complex for parking during organized softball events.

Lessee agrees to take good care of the premises and not use it for any purpose other than that of softball events and related activities. Lessee agrees that this lease shall be terminable if the property ceases to be used for anything other than what is specified herein.

Lessee must comply with all federal, state and city codes, regulations and ordinances regarding Lessee's operations, including, but not limited to, environmental and federal, state and city safety regulations. Lessee agrees to comply with, and enforce the rules and regulations mandated by Lessor with regard to the proper use of the softball complex. Failure to enforce the terms and conditions of this lease as it applies to softball participants, spectators and the general public shall be grounds for unilateral termination of the lease. Lessor shall have the right of ingress and egress to inspect the premises at all times.

Lessee further understands that Seminole Public Schools shall also have exclusive use of Softball Field Number Three, pursuant to a separate lease agreement. Lessee agrees to cooperate with the Seminole Public School District for the use of the entire complex, as may be required, for scheduling tournaments and events during the year.

Lessor reserves the right to schedule other activities, as well as softball events, during the lease term. Lessee agrees that Lessor's use of the fields supercedes all other activities and events. Lessee agrees to relinquish use of the fields to Lessor upon Lessor's request, provided, that all parties shall work together in good faith to limit any scheduling conflicts that may occur.

Nothing shall prohibit Lessee from retaining all concession proceeds. However, lessee agrees to sell only Coca-Cola beverages from its concession operations in order to comply with a pre-existing agreement between Lessor and the Coca-Cola Bottling Company. Lessee agrees not to furnish or provide for sale any sunflower seed products, gum, tobacco or alcoholic beverages. Lessee agrees to enforce the prohibition of said items for possession and use on the premises. Lessee further agrees to enforce the presence of any and all pets from all persons, including softball players, spectators and patrons on the premises of the softball complex.

Lessee shall be prohibited from retaining concession proceeds from any other scheduled activities or events associated with other organizations.

## **II. MAINTENANCE**

Lessee shall maintain the leased premises in good condition and repair. Maintenance shall include, but is not limited to, mowing and trimming all vegetation, cleaning of restrooms and other facilities that may be located on the premises, trash collection, removal of graffiti and painting. Lessee shall be required to provide all soap, tissue, towels and other necessary janitorial supplies required to adequately clean all restroom facilities on a weekly basis or as needed; provided, that any other organization utilizing the facility for a special event shall be required to clean said facilities within 24 hours after the termination of said event. Lessee may utilize the commercial waste containers provided at no cost to Lessee.

To ensure that adequate the provisions in this section are complied with, Lessor shall require a \$250.00 deposit to be made prior to the beginning of the season. The deposit will be refunded upon verification that the cleaning and maintenance of the lease premises after each event has been satisfied in good faith. To avoid voluminous transactions, Lessee requests that Lessor retain the initial deposit with Lessor for future events.

Lessee may not modify, construct or upgrade the premises to accommodate or further the purposes of Lessee's business unless granted written permission from Lessor. All major repairs shall be coordinated with the City of Seminole to ensure the repairs are consistent with the complex scheme and esthetically appropriate.

Upon termination of this lease or any extended term thereof, Lessee shall give the premises in as good condition as when received, ordinary wear and tear excepted. Lessee agrees to maintain the entire premises in a neat and orderly manner and in compliance with all federal and state regulations and municipal ordinances.

## **III. UTILITIES**

Lessor shall pay for all utilities, including deposits and installation costs, for the leased premises. Utilities include water, sewer, electric, and waste collection services incurred from the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_. To the end of the lease term.

#### **IV. INDEMNIFICATION**

Lessee agrees to provide premises liability insurance in the amount not less than one million dollars (\$1,000,000.00) per incident. Proof of insurance must be submitted in conjunction with the execution of said lease agreement. Lessee agrees to indemnify and hold harmless Lessor for all claims against Lessor as a result of the operation of Lessee's events or enterprises during the lease term.

Lessor agrees, during the term, renewals or extensions of this lease, to indemnify and hold harmless the Lessee from and for any and all claims made by, on behalf of, or in the place of any *previous* Lessee or invitees of the premises in connection with the use of the premises; and that the Lessor agrees to indemnify and hold harmless, the Lessee from and for any and all claims made by creditors and/or assigns of any of the said *previous* Lessees of the premises.

#### **V. DESTRUCTION**

In the event the premises are totally or partially destroyed or tendered wholly unfit for their accustomed uses by any casualty, Lessee may, at its option, elect to restore said premises at its expense to substantially the condition they were in, prior to such casualty. If Lessee does not commence such restoration within one year, or an agreement between the Lessor and Lessee is not reached to their mutual satisfaction, this lease shall terminate.

Both parties agree that Lessor will be responsible for providing casualty insurance on the premises. Lessor will not be responsible for any damage or destruction of any personal or business equipment or property owned by Lessee during the lease term. Lessee shall satisfy itself that an adequate amount of insurance is maintained for coverage of these excluded items. Lessee further agrees to hold Lessor harmless from any claims that may accrue for damage to business property during the lease term.

#### **VI. DEFAULT**

If Lessee vacates or abandons said premises or defaults in the payment of the rent or breaches any of the covenants herein, and if such default or breach continues for a reasonable time, Lessor may, at its option, terminate the lease. However, Lessor must give Lessee notice by certified mail its intent to terminate the lease and give Lessee the opportunity to show cause why the lease should not be terminated. Lessor agrees to give Lessee 30 days to become compliant with the terms of the lease in the event said breaches are identified.

#### **VII.ASSIGNMENT**

Lessee may not sublease any part or portion of the premises covered by this lease without written permission of Lessor.

#### **VIII. INSOLVENCY**

In the event of attempted assignment of this lease to creditors, or the institution of bankruptcy proceedings involving Lessee, such event forthwith, in and of itself shall cancel and void this lease, and possession of the premises shall immediately pass to Lessor at its option. If Lessor exercises its option to recover possession of the premises upon the occurrence of one of such events, it shall not be held to

have waived its cause of action against Lessee for this failure to perform fully the terms of this lease prior to such event.

#### **IX. TERMINATION**

Lessee agrees that it will, without notice deliver possession of said premises to Lessor upon the expiration of the term thereof. This lease shall not be for any greater period of time than *one (1) year* from date of commencement of term unless by written agreement of the parties. Both parties agree that the property and appurtenances located thereon, upon termination of this lease, shall revert to the possession of the Lessor.

#### **X. WAIVER AND NOTICE**

Any assents, express or implied by Lessor to any breach of covenant or condition herein shall operate as such only in the specific instance and shall not be assent or waiver thereof generally or of any subsequent breach thereof. Their various rights, power, election and remedies of Lessor contain herein are cumulative, and no one of them shall be exclusive of others or of any allowed by law. No right shall be exhausted by being exercised on one or more occasions. Time is of the essence hereto. Where provision is made herein for notice of any kind, it shall be deemed sufficient if such notice is to Lessor, if addressed to Lessor at the leased premises; and if to Lessee, if addressed to Lessee at Lessee's last known residence address. Such notice shall be given by certified mail, return receipt requested with postage prepaid. The provisions contained herein are the complete terms of this lease and no alterations or modifications of said terms shall be binding unless signed by both parties.

#### **XI. LEASE COST AND CONSIDERATION**

Lessee shall pay to Lessor the sum of Twenty-Five Dollars (\$25.00) per team for league play on an annual basis. An additional Five Dollars (\$5.00) per team shall be paid to Lessor per each individual tournament. An itemized account of league and tournament participants receipts shall be provided in conjunction with payment to the Lessor. Payments shall be required to be paid at the end of the regular season or the last scheduled tournament, whichever is later, to:

City of Seminole  
P.O. Box 1218  
Seminole, Oklahoma 74818-1218

Both parties further agree that maintaining the premises in good condition and repair, as well as servicing the restroom facilities and concession shall operate as additional consideration for the non-exclusive use of the premises.

#### **XII. ATTACHMENTS AND MODIFICATIONS**

This lease represents the entire agreement of the parties and it can be modified by written agreement only.

**IN WITNESS WHEREOF**, we have hereunto set our hands the date and year first above written.

**THE CITY OF SEMINOLE  
STATE OF OKLAHOMA**

\_\_\_\_\_  
*By: Chayne Fisher, Mayor*

**LESSEE  
SEMINOLE GIRLS SOFTBALL ASSOCIATION**

\_\_\_\_\_  
*By:*

STATE OF OKLAHOMA        )  
                                  ) SS  
COUNTY OF SEMINOLE     )

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Chayne Fisher, Mayor, City of Seminole.

**\*\*\*\*\*SEAL\*\*\*\*\***

\_\_\_\_\_  
**NOTARY PUBLIC**

STATE OF OKLAHOMA        )  
                                      ) SS  
COUNTY OF SEMINOLE     )

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_,  
Seminole Girls Softball Association.

\*\*\*\*\*SEAL\*\*\*\*\*

\_\_\_\_\_  
NOTARY PUBLIC

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*Softball Field Number Three and Concession Number Two of the Seminole Softball Complex, which is more readily identified as an improved piece of property located in the corporate limits of the City of Seminole on the southeast corner of Main Street and Strother Avenue and further identified as being located in Section Twenty-Seven (27), Township Nine (9) North, Range Six (6) East of Seminole County, State of Oklahoma.*

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Lessee further understands that Seminole Softball Association shall also have exclusive use of Softball Fields Numbered One, Two and Three, pursuant to a separate lease agreement. Lessee agrees to cooperate with the Seminole Public School District for the use of the entire complex, as may be required, for scheduling tournaments and events during the year.

