

**CITY OF WILBURTON**  
**REGULAR SCHEDULED MEETING**

February 8, 2018

Public Notice posted February 7, 2018, 3:30p.m.  
Front Entrance Door, Wilburton City Hall

The Wilburton City Council convened in a **Regular Scheduled Meeting** held on the **8<sup>th</sup> day of February, 2018 at 5:33p.m.** in the Wilburton City Hall Council chambers; Mayor Stephen Brinlee presiding.

**ROLL CALL:**

City Clerk Cindee Blankenship conducted the roll call with members responding:

LITTLEJOHN	PRESENT	MINNGS	PRESENT
HAYNES	PRESENT	KENDALL	PRESENT
SIMS	PRESENT		

**CITIZEN COMMENTS:** None

- 1. DISCUSS AND TAKE ACTION TO APPROVE THE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JANUARY 11, 2018.**
- 2. DISCUSS AND TAKE ACTION TO APPROVE JANUARY 2018 CLAIMS FOR PAYMENT.**
- 3. DISCUSS AND TAKE ACTION TO APPROVE PAYMENT OF PAYROLLS FEBRUARY 9 THROUGH MARCH 8, 2018.**

MOTION BY LITTLEJOHN, SECOND BY HAYNES, TO COMBINE AND APPROVE ITEMS #1, #2 AND #3 ON THE AGENDA: APPROVE THE MINUTES OF JANUARY 11, 2018 REGULAR MEETING; APPROVE PAYMENT OF CLAIMS FOR JANUARY 2018; AND APPROVE PAYMENT OF PAYROLLS FEBRUARY 9 THROUGH MARCH 8, 2018.

Upon roll call, members present voted as follows:

LITTLEJOHN	Yes	MINNGS	Yes
HAYNES	Yes	KENDALL	Yes
SIMS	Yes		

- 4. DISCUSS AND TAKE ACTION TO APPROVE BALLPARK LEASE AGREEMENT WITH WILBURTON BOARD OF EDUCATION.** Mayor Brinlee stated the agreement specifically addressed fields at the Rosebure Sports Complex. He noted five citizens had signed in to comment on Agenda Item #4. He stated City Attorney Brown is not in attendance, but is on the phone. available for any questions needing his opinion. Mayor Brinlee stated the Wilburton Public Schools representatives would initiate the discussion.

Dr. Butler, Superintendent of the Wilburton Public Schools, introduced her staff and stated Coach Lay, Director of Athletics, would lead the discussion. Coach Lay stated he had read the agreement and the explanation and he felt it would give the students better opportunities in the athletic programs. He stressed the purpose was to "do what is best for the citizens; not only best for the school, but the whole city."

Councilman Haynes led a discussion clarifying some terms of the agreement such as precisely what access the coaches need; the tournaments the fields would be used for; specific fields within the agreement; clarification of concession stand use and specific buildings use; and the provisions for ballfields used ("The schools will have control over fields; Parks & Recreation (P&R) can use field if not in use.").

Councilman Littlejohn asked how long P&R had used the fields for league, to which Rodney Wright, Director of P&R Programs responded, "2 years". Councilman Littlejohn stated that typically the school would not use fields during mid-summer, when school is out.

Councilman Sims asked if the School had plans to put a fence around the property; Coach Lay stated no fence will be put up.

Mayor Brinlee stated the park was built as a facility for the whole community to use; therefore, restricted community use was a concern of several people.

Coach Lay stated there is no objection to continuing the community use and gave examples of various organizations using the facilities: annual Alumni use, Choctaws use for fundraisers, etc.

Councilman Sims asked the annual cost of utilities to which the City Clerk stated approximately \$6500 a year. He stated #6 of the agreement states school would pay \$100 which does not appear to be enough. Councilman Littlejohn stated needed to clarify what all is on each meter; P&R buildings, lights, etc. The breakout costs for each party need to be stated in the negotiation.

Councilman Sims asked City Attorney Brown if, according to original lease agreement with EOOSC, the land can be subleased to which Attorney Brown replied he hadn't seen the lease to review terms.

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Gary Rosebure (signed in to address Agenda #4) stated he had discussed with the EOOSC lease originator and the intent was to not sublease; however, that is not stated in lease language.

Dr. Butler stated the 1988 legal document is the current document in place with original lease agreement and states \$5,000 will be paid to the City for care. The school auditor would not allow that. Mr. Rosebure stated that is not a written contract, but is a mutual agreement made with the schools for 25 years, an agreement the school made to pay \$2,000 annually and do maintenance.

Dr. Butler stated the school is willing to make any payment stated in a legal document that is approved by the school's auditor.

**PUBLIC COMMENTS:**

Gary Rosebure: Per his discussion with writer of original document, the intent was P&R would manage the sports fields. They outgrew the original EOOSC leased area, so built the current facility, a facility built by all of Wilburton; Kiwanis, the school, City, etc. This proposed agreement is out of the questions as it is detrimental to all the programs. The concessions removal will take dollars from City (P&R). It is not good for either party. A memorandum of understanding (MOU) is better than a lease agreement. The tournaments listed by the school made funds for the school thru sales of tee shirts, food, and gate admissions. Have a suggested MOU to distribute and discuss, if desired. I am asking the Council to not approve the lease agreement as it is not the right thing to do.

Bob Johnson: I would like to ask Mayor Brinlee and Superintendent Butler, "Why?" When I was there anything the school asked for, they were given. Four years ago we had a meeting with the school and agreed P&R would maintain everything; school had priority use 15 Feb thru 15 May and again August and September. This agreement is already in place. I believe it comes down to the funds collected at the concession.

Rodney Wright: I do not understand why this agreement is necessary. The school has access any time and it will cost the school a lot more than \$5,000. Since I've been here, we have responded positively to all of their requests. I'm looking at the whole picture, not just this piece. P&R does a lot of work at all the tournaments. We only requested help with equipment the school used.

Councilman Littlejohn asked Mr. Wright, "Do the dollars generated through the concession cover the maintenance?" Mr. Wright replied that from the average high school baseball game, they may make \$100 to \$110.

Councilman Littlejohn stated it was his understanding that last year there were no PeeWee or Midget leagues playing. Mr. Wright replied they had PeeWee; most played in Stigler but the home games were played here. Fewer and fewer kids are signing up.

Mr. Wright stated that to his knowledge, there has been no scheduling conflict.

Danny Baldwin: My purpose is to urge less government. During my administration as mayor 25 years ago, we made many changes. Mr. Rosebure brought to me a group of volunteers and P&R and the City agreed to pay \$5,000. The City auditor decided we could not give \$5,000 annually, so I went to the council and they said put the \$5,000 in our budget. Not any of the 5 council members are now here. We had no intent to change that agreement. I feel we should not be here tonight. It is wrong to take this away from the volunteers on the Park Board.

Councilman Haynes asked if he could be more specific as to how this agreement is bad. Mr. Baldwin stated the concessions were built in 1988 to pay for the park. A plan has evolved through a little piece at a time to develop the "gem" of Wilburton, built through community effort of volunteers.

Mayor Brinlee asked if the fifth person to sign in for Public Comment wanted to say anything. There was no response. Mayor Brinlee stated the Council has now heard all the public comments and will give the school representatives an opportunity to close.

Coach Lay stated there was one comment about the concession being important. The concession is part of the whole part of the lease agreement.

Mrs. Baldwin asked Dr. Butler, "Why are you wanting to split this?" Dr. Butler replied, "We thought it is a good thing. We pay for grass, summer leagues, and maintenance. The school pays the amount of the original agreement that John Shero signed. We thought we were doing this to help all the money issues. I have suggested you ask the school for specific projects so we can help. No one has asked for anything, people or resources. The School Board reviewed the agreement and voted unanimously to present to the City Council for approval."

Mayor Brinlee stated from the City's perspective, the lease agreement is needed to lay out the responsibilities of each party; an MOU is not the best way to go.

Councilman Littlejohn asked if we could come up with an agreeable solution, would that work. Dr. Butler stated that the latest MOU presented to them is different from the original. The terms were not good. The school would be locked out if the stated payment was not made. That is not workable.

**MOTION BY HAYNES, SECOND BY LITTLEJOHN,, TO TABLE APPROVAL OF BALLPARK LEASE AGREEMENT WITH WILBURTON BOARD OF EDUCATION TO PROVIDE ADDITIONAL TIME TO FURTHER STUDY THE SITUATION.**

Upon roll call, members present voted as follows:

LITTLEJOHN	Yes	MININGS	Yes
HAYNES	Yes	KENDALL	Yes
SIMS	Yes		

**Presentation by Debbie Vega, Director of Community Affairs.**

Ms. Vega stated the need for a City Council Handbook was discussed at the January 11 Council Meeting. She asked if there were any questions about the Draft Handbook? Specific areas were discussed as to meaning and/or need. Upon completion of the discussion Councilman Littlejohn commended Ms. Vega for the good job she did in preparation of the handbook.

MOTION BY LITTLEJOHN, SECOND BY SIMS, TO APPROVE CITY COUNCIL HANDBOOK WITH CHANGES NOTED ON PAGE 9, #3.

Upon roll call, members present voted as follows:

LITTLEJOHN	Yes	MINNGS	Yes
HAYNES	Yes	KENDALL	Yes
SIMS	Yes		

**6. NEW BUSINESS:**

There was no New Business to discuss.


**7. ADJOURN:**

MOTION BY LITTLEJOHN, SECOND BY HAYNES, TO ADJOURN AT 7:02pm.

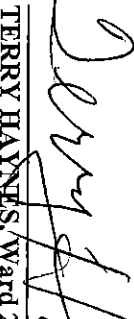
Upon roll call, members present voted as follows:

LITTLEJOHN	Yes	MINNGS	Yes
HAYNES	Yes	KENDALL	Yes
SIMS	Yes		

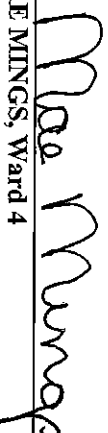
  
CINDEE BLANKENSHIP, City Clerk

  
STEPHEN BRINLEE, Mayor

  
ALLEN LITTLEJOHN, Ward 1

  
TERRY HAYNES, Ward 2

  
DOUG SIMS, Ward 3

  
MAE MINNGS, Ward 4

  
JULIA KENDALL, Ward 5