



## Agenda Commentary

**Item Title/ Subject:** White Dog Water Line Agreement

**Staff Source:** City Manager, Steve Hewitt

**Date:** October 4, 2011

**History/Background Information:** White Dog (Nelson King) approached the City regarding the availability of receiving City water to his location. He runs a well and this drought has caused that well to nearly run dry and with DEQ requirements, a City water line would solve his issues.

I had staff run estimates which came back at approximately \$30,000. That includes a pump station to increase the pressure and push it up to his property. Currently we have water ending at the service road next to the Kingdom Hall.

**Subject Summary:** Conversations with Mr. King resulted in a suggested agreement. I told Mr. King I could recommend a water line extension if he was willing to do a cost share with the City and agree to annexation. Mr. King agreed to both, if he could have up to 5 years to pay back his cost share.

**Recommendation:** Staff recommends the agreement for the waterline extension. The cost being approximately \$30,000. White Dog paying 1/3 of the cost (\$2000 per year/ over five years). The City would obtain annexation and begin to collect sales tax. The City will recoup its funding through the sales tax and utilities. Expected pay back within 30 months or less.

**Price/Cost:** \$30,000 (White Dog funding 1/3 over 5 years)... new annexation creates sales tax revenue.

**AGREEMENT BETWEEN THE CITY OF CLINTON AND  
NELSON KING**

WHEREAS, Nelson King (King) is the fee simple owner of approximately 4.06 acres, currently outside of the city limits, described more particularly as 22901 N. Rt. 66, Clinton, Oklahoma;

WHEREAS, King operates a restaurant on the subject property;

WHEREAS, King desires to obtain city services, including water and trash services;

WHEREAS, the City of Clinton (City) has agreed to provide city services if King agrees to annex his property and pay for a portion of the cost of infrastructure upgrades associated with the provision of these services;

NOW THEREFORE, the Parties agree as follows:

1. Upon execution of this agreement, the City shall have King's property surveyed.
2. Upon completion of the survey and annexation of the property, the City shall begin the process to extend the water line to King's property.
3. King agrees to dedicate, to City, an easement on a portion of the surveyed property for purposes of providing and metering the water provided to the property.
4. King agrees to pay one-third of the cost of the waterline installation, not to exceed \$10,000.00, which will be paid in annual installments over five years.
5. King agrees to consent to the annexation.
6. City agrees to take all steps necessary to have the subject property annexed and actually annex the property.

Dated this \_\_\_\_\_ day of October, 2011.

\_\_\_\_\_  
Nelson King

The City of Clinton

By: \_\_\_\_\_  
Allen Bryson, Mayor

ATTEST:

\_\_\_\_\_  
Lisa Anders, City Clerk