(This item is placed on the agenda so the Clinton City Council, by unanimous consent, can designate those routine items they wish to be approved by one motion. If an item does not meet the approval of all members, that item will be heard in regular order.)

PUBLIC NOTICE OF A REGULAR MEETING
OF THE CITY COUNCIL
TUESDAY, JANUARY 18, 2022 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Source listing: 01/18/22 Meetings
Original source: https://agendas.clintonok.gov/archive/2022/011822/launch.html
Original authority agenda: https://agendas.clintonok.gov/archive/2022/011822/IA011822.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/011822/RM011822.htm

1. CALL TO ORDER, OPENING PRAYER/PLEDGE OF ALLEGIANCE

    A. Dakota Denison, First Baptist Church
    Donald Miller, Post Commander, American Legion, Post 41

2. CONSIDER APPROVAL OF CONSENT AGENDA

    A. Minutes of the January 4, 2022 Regular Meetin g;

3. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING

    A. Interlocal Agreement with Custer County Sheriff's Office and the City of Clinton Regarding Two Surplus Crown Victoria Police Vehicles in Exchange for Trustee Labor ;

    B. Quit Claim Deed of Lots 11-14, Block 26, Original Townsite from the City of Clinton to the Clinton Industrial Authority .

4. NEW BUSINESS (If any, pursuant to Section 311.9 of the Oklahoma Open Meeting Act.)

5. COUNCIL COMMENTS

6. CITY MANAGER'S COMMENTS

7. AUDIENCE PARTICIPATION (According to Audience Participation Decorum Guidelines at Clinton City Council Public Meetings effective: 2/14/2017)

8. ADJOURN

Filed this 13TH Day of January 13, 2022. Posted on the bulletin board in the lobby of the Clinton City Hall on January 13, 2022 at 3:30 p.m.

MINUTES OF THE CLINTON CITY COUNCIL REGULAR MEETING
JANUARY 4, 2022

Minutes of the meeting of the Mayor and Council of the Clinton City Council, City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, January 4, 2022, at 5:30 p.m. A notice of this meeting with amended agenda was posted on the bulletin board in the lobby of Clinton City Hall on January 3, 2021, at 11:15 a.m.

Mayor David Berrong called the meeting to order at 5:48 p.m. with the following present:

MAYOR: David Berrong
COUNCILMEN*:* Patch McComas, Ernie Dowdell, Arthur Lloyd, Ernesto Villanueva
MANAGER: Robert Johnston
CITY TREASURER: Debra Blanchard
CITY ATTORNEY: Ryan Meacham
CITY CLERK: Amy Jones
NEWS MEDIA: Kelcie Hartley-Wolfe, Mike Smith
OTHERS: Gene McCullough, Brett Russell, Paul Rinkel, Tracy Yoder, Billy Goodwin, Julie Burden Caldwell, Roland Mower, Max McKinsey, Samantha Aispuro, Don Miller, Dakota Denison, Tyler Wolfe, Julie Caldwell and others.

Rick Robart, Pastor, First United Methodist Church opened the meeting with prayer and Don Miller, Post Commander. American Legion Post 41 led the Pledge of Allegiance.

AGENDA ITEM NO. 2: CONSENT AGENDA

A. Minutes of the December 21, 2021 Regular Meeting
B. Consider Claims
C. Acknowledgement of Resolution AA-22-01 Adopted by the Clinton Airport Authority

Motion was made by Councilman Dowdell and seconded by Councilman McComas that the Consent Agenda Items be approved.

Mayor put the motion to a roll call vote:

Aye: Dowdell, Lloyd, McComas, Villanueva, Berrong
Nay: None

Mayor declared the motion carried.

AGENDA ITEM NO. 3 DISCUSSION, CONSIDERATION AND POSSIBLE ACTION ITEMS:

A. Reappointment of Amy E. Jones and Robert B. Johnston for terms ending in February 2025 as City of Clinton Representatives to the Midwestern Oklahoma Industrial Foundation (MOIF)

City Manager Johnston stated that this was an appointment that the according to the MOIF Charter to select representatives to serve a three-year term. The City is requested to submit the representatives by January 21, 2022. The new terms would expire in 2025.

The motion was made by Councilman McComas and seconded by Councilman Dowdell to reappoint Robert B. Johnston and Amy E. Jones for the terms ending February 2025 as the City of Clinton representatives to the Midwestern Oklahoma Industrial Foundation (MOIF).

Mayor put the motion to a roll call vote:

Aye: Dowdell, Lloyd, McComas, Villanueva, Berrong
Nay: None

Mayor declared the motion carried.

B. Contract Approval, with Change Order No. 1, from Heritage Hills Construction & Roofing for Library Roof Replacement.

City Manager Johnston reported that the Heritage Hill Construction and Roofing company responded to an email regarding the construction agreement that was previously awarded to them for the library roof replacement. The work has not yet commenced. Andy Lacks, representing Heritage Hills Construction, stated that they would have to increase the price for the roof project due to increased material costs. Brief discussion ensued regarding the need to get this work completed as soon as possible, other options such as rebidding and, under what timeline would the change order be approved.

The motion was made by Councilman Dowdell and seconded by Councilman McComas to accept change order No. 1 from the Heritage Hills Construction and Roofing for Library Roof Replacement and authorize city staff to come up with a reasonable start date for the project to begin.

Mayor put the motion to a roll call vote:

Aye: Dowdell, Lloyd, McComas, Villanueva, Berrong
Nay: None

Mayor declared the motion carried.

AGENDA ITEM NO. 5 COUNCIL COMMENTS

None

AGENDA ITEM NO. 6 CITY MANAGER'S COMMENTS

None

AGENDA ITEM NO. 8: ADJOURNMENT

Moved by Councilman Dowdell and seconded by Councilman Villanueva to adjourn the meeting.

Mayor put the motion to a roll call vote:

Aye: Dowdell, Jones, McComas, Villanueva, Berrong
Nay: None

Mayor declared the meeting adjourned at 6:08 P.M.

_____
Date Approved

_____
David D. Berrong, Mayor

INTER-LOCAL AGREEMENT

This Agreement is entered into this _____ day of January, 2022, between the City of Clinton, a municipal corporation, hereinafter referred to as "CITY" and the Custer County Sheriff's Office, Oklahoma, hereinafter referred to as "COUNTY". Together, CITY and COUNTY shall be referred to as the "Parties".

WHEREAS, City has determined that certain Crown Victoria police vehicles are not longer necessary and the Council has decided to surplus the vehicles, identified as VIN# 2FABP7BV5AX114056 and VIN# 2FABP7BV4BX137653 (Vehicles);

WHEREAS, County is in need of vehicles and believes that the Vehicles will fit its needs;

WHEREAS, the County utilizes a program for Trustee labor, in which inmates are allowed to leave the jail facilities and perform work;.

WHEREAS, the City of Clinton and Custer County are vested with the power to enter into Interlocal Agreements pursuant to Title 74, Section 10081 of the Statutes of the State of Oklahoma

WHEREAS, the City and County have a history of working together for the common benefit of its citizens.

NOW THEREFORE:

The Commissioners of Custer County, Oklahoma and the City Council for The City of Clinton, Oklahoma agree as follow:

1. City shall transfer title to two (2) Crown Victoria police vehicles identified as VIN# 2FABP7BV5AX114056 and VIN# 2FABP7BV4BX137653, to County on or before December 31, 2021.

2. In consideration of the transfer, County shall give priority to City (second only to County) and make available to City, Trustees for work to be performed in and around City; pursuant to the following procedures:

    a. City shall request a specific number of Trustees for a particular date and time to work;
    b. City shall make the request to the County Undersheriff;
    c. City shall house the Trustees at the municipal jail if possible in order to alienate transportation issue;
    d. City and County shall discuss and reach an agreement with regard to transportation of the Trustees.
3. The City and County shall continue to work together for the common benefit of its citizens and agree to explore all possibilities that meet that common goal.

4. Term: This agreement shall be in effect for a period of 1 year and shall renew annually thereafter unless terminated by the Parties in writing.

5. **Express warranties; Exclusion of implied warranties.** County agrees that it is accepting the Vehicles AS-IS and that CITY MAKES NO WARRANTY OF ANY KIND WHATEVER WITH REGARD TO VEHICLES, EXPRESS OR IMPLIED; AND ALL IMPLIED WARRANTIES OF MERCHANGABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED THE AFORESTATED OBLIGATION ARE HEREBY DISCLAIMED BY CITY AND EXCLUDED FROM THIS AGREEMENT

IN WITNESS WHEREOF, the Parties have approved this Agreement on the dates written below, by way of the required vote of the appropriate governing bodies during a meeting, open to the public, during which this matter was properly considered.

Dated this ___ day of _____, 2022.

CITY OF CLINTON, OKLAHOMA

_____
DAVID BERRONG, Mayor

ATTEST:

_____
AMY JONES, City Clerk

CUSTER COUNTY, OKLAHOMA

_____
County Commissioner

_____
County Commissioner

_____
County Commissioner

ATTEST:

_____
Secretary

Exempt Documentary Stamp Tax OS Title 68,
Article 32, § 3201 or 3202, ¶4

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT THE CITY OF CLINTON, OK, an Oklahoma Municipal Corporation, (Grantor), for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby quitclaim, grant, bargain, sell and convey unto **THE CLINTON INDUSTRIAL AUTHORITY, an Oklahoma Municipal Trust,** P.O. Box 1177, Clinton, OK 73601 (Grantee), all its right, title, interest, estate and every claim and demand, both at law and in equity, which it may possess in and to all the following property situated in Custer County, State of Oklahoma, to-wit:

SURFACE ONLY IN AND TO: Lots 11 - 14, Block 26, in the Original Townsite of Clinton, Custer County, Oklahoma,

together with all and singular the hereditaments and appurtenances thereunto belonging.

TO HAVE AND TO HOLD said described premises unto Grantee, its successors and assigns forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature.

Dated this _____ day of _____, 2022.

CITY OF CLINTON, OKLAHOMA

_____
By: David Berrong, Mayor

State of Oklahoma,
:ss
County of Custer,

Before me, the undersigned, a Notary Public in and for said County and State on this _____ day of _____, 2022, personally appeared David Berrong, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as his 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.

_____
Notary Public

My commission expires:
My commission number:

Data provided by County Assessor

Property Information - Date 01/13/2022

The County Assessor's Office has made every effort to insure the accuracy of the data contained on this website; however, this material may be slightly dated which could have an impact on its accuracy.

The information must be accepted and used by the recipient with the understanding that the data was developed and collected only for the purpose of establishing fair market value for ad valorem taxation. Although changes may be made periodically to the tax laws, administrative rules and similar directives, these changes may not always be incorporated in the material on this website.

The County Assessor's Office assumes no liability for any damages incurred, whether directly or indirectly, incidental, punitive or consequential, as a result of any errors, omissions or discrepancies in any information published on this website or by any use of this website.

Assessment Data

Account	200013105
Parcel ID	0720-00-026-011-0-000-00
Cadastral ID	0720-026-011-00-0-000-00
Property Type	REAL - Real Property
Property Class	E
Tax Area	205 - Cli City I-99
Lot Size	4.00 - Lots

Owners Name

CITY OF CLINTON
PO BOX 1177
CLINTON OK 73601-0000

Primary Image



\Pictures\0720-00-026-011-0-000-00.jpg

Image Date 7/17/2020

Parcel Location

Situs	CLINTON CITY
Subdivision	CLINTON ORIGINAL
Lot/Block	0011 / 0026
Sec/Twn/Rng	- - -
Neighborhood	72000 - ORIGINAL CLI

Legal Description

CLINTON ORIGINAL LTS 11-14 BLK 26

Valuation	Current Year	2021
Land Value	13	13
Improvements	0	0
Mobile Home	0	0
Fair Market Value	13	13
Taxable Value - Capped	0	0
Assement Ratio	11%	11%
Gross Assessed	0	0
Exemptions	0	0
Net Assessed	0	0
Tax Rate	94.3200	94.3200
Estimated Taxes	0.00	0.00

Tax Detail (Millages)		%	Mills	Dollar
C001	Custer County General			
	COUNTY GENERAL	10.9	10.28	.00
	LIBRARY	4.4	4.11	.00
	4 MILL	4.4	4.11	.00
	COUNTY HEALTH	2.2	2.06	.00
I-99 Cli	Rural Cli I-99			
	SCH GENERAL	38.1	35.89	.00
	SCH SINKING	21.7	20.43	.00
	SCH BUILDING	5.4	5.13	.00
VT12	VoTech V-12			
	VOTECH GENERAL	10.9	10.26	.00
	VOTECH BUILDING	2.2	2.05	.00

Data provided by County Assessor
Property Information - Date 01/13/2022

Billed History

Tax Year	Billed Owner	Tax Area	Total Value	Exemptions	Taxable Value	Billed Tax
2021	CITY OF CLINTON	205	13	0	0	0.00
2020	CITY OF CLINTON	205	13	0	0	0.00
2019	CITY OF CLINTON	205	1,500		0	0.00
2018	CITY OF CLINTON	205	1,500		0	0.00
2017	CITY OF CLINTON	205	1,500		0	0.00
2016	CITY OF CLINTON	205	1,500		0	0.00
2015	CITY OF CLINTON	205	1,500		0	0.00
2014	CITY OF CLINTON	205	1,500		0	0.00
2013	CITY OF CLINTON	205	1,500		0	0.00
2012	CITY OF CLINTON	205	750		0	0.00
2011	CITY OF CLINTON	205	750		0	0.00
2010	CITY OF CLINTON	205	750		0	0.00
2009	CITY OF CLINTON	205	750		0	0.00

Residential Improvements

Card	Improvement Type	Condition	Quality	Year	Exterior Wall	HVAC	Bed/Bath	Base Area	Total Area
1			-				/ .0		

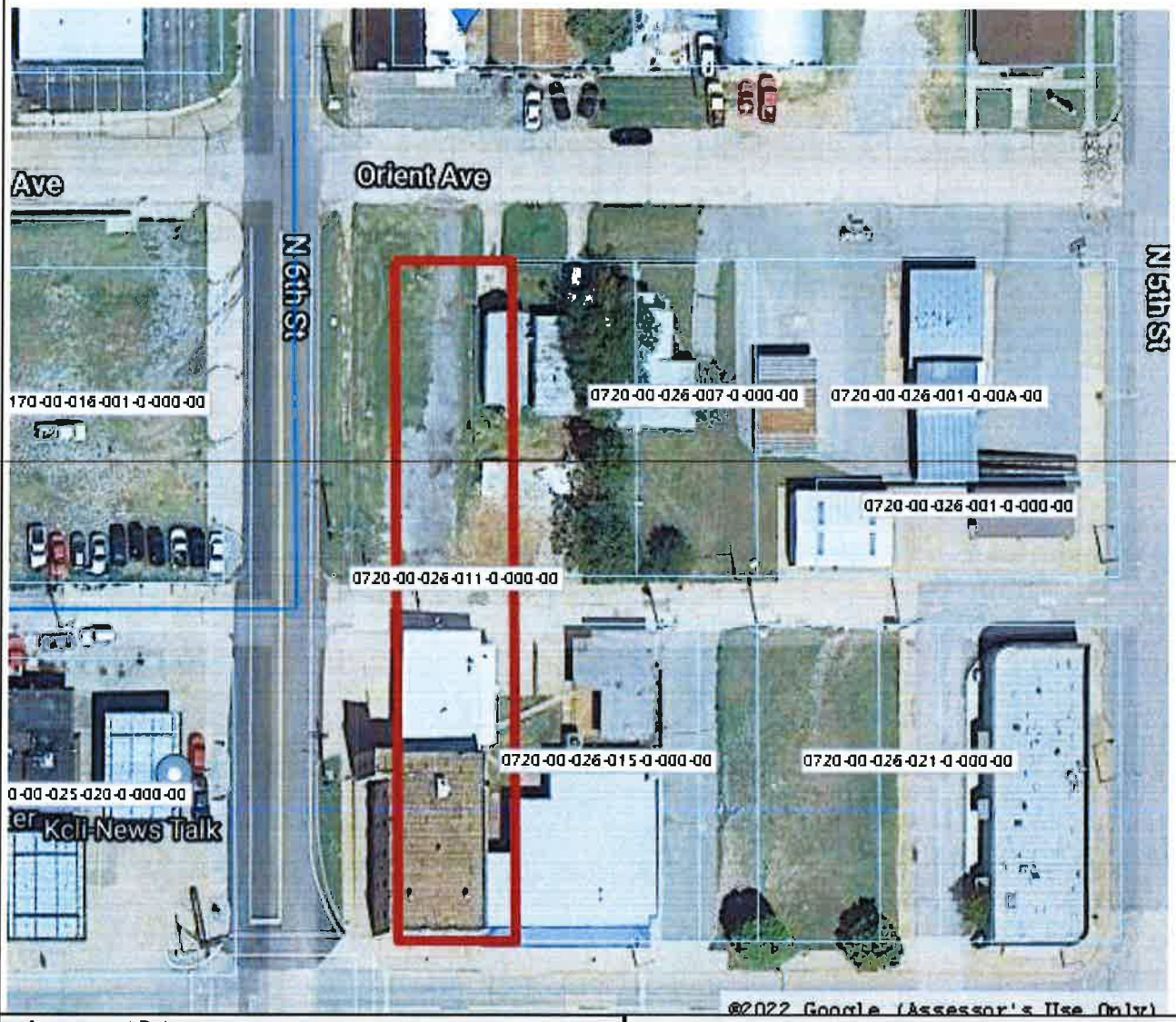
Attached Images

Account Data And Map Image

Data provided by County Assessor

Date 01/13/2022
Time 11:31:31

Map Image



Assessment Data

Account	200013105
Parcel ID	0720-00-026-011-0-000-00
Cadastral ID	0720-026-011-00-0-000-00
Property Type	REAL - Real Property
Property Class	E
Tax Area	205 - Cli City I-99
Situs	CLINTON CITY
Subdivision	CLINTON ORIGINAL
Lot/Block	0011 / 0026
Sec/Twn/Rng	/ / /
Neighborhood	72000 - ORIGINAL CLI

CITY OF CLINTON

PO BOX 1177
CLINTON OK 73601-0000

Primary Image



Legal Description

CLINTON ORIGINAL LTS 11-14 BLK 26

Assessed Valuation

Land Value	0	**Assessed Value**	0
Improvements	0	**Assessment Level**	11%
Mobile Home	0	**Penalty Amount**	0
Total Value	0	**Exemption**	0
		Total Taxable	0

IA01182022

All items on this agenda, including but not limited to any agenda item concerning the adoption of any ordinance, resolution, contract, agreement, or any other item of business, are subject to amendment, including additions and/or deletions. This rule will apply to every individual agenda item without exception, and without providing this same amendment language with respect to each individual agenda item. Such amendments should be rationally related to the topic of the agenda item, or the governing body will be advised to continue the item.

The governing body may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the governing body may refer the matter to its City/Trust Manager, staff, attorney or to the recommending board, commission, or committee.

(This item is placed on the agenda so the Clinton City Council, by unanimous consent, can designate those routine items they wish to be approved by one motion. If an item does not meet the approval of all members, that item will be heard in regular order.)

PUBLIC NOTICE OF A REGULAR MEETING OF THE INDUSTRIAL AUTHORITY TUESDAY, JANUARY 18, 2022 AT 5:30 PM CLINTON CITY HALL

AGENDA

Source listing: 01/18/22 Meetings
Original source: https://agendas.clintonok.gov/archive/2022/011822/launch.html
Original authority agenda: https://agendas.clintonok.gov/archive/2022/011822/IA011822.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/011822/RM011822.htm

1. CALL TO ORDER, OPENING PRAYER/PLEDGE OF ALLEGIANCE

    A. Dakota Denison, First Baptist Church
    Don Miller, Post Commander, American Legion Post 41

2. CONSIDER APPROVAL OF CONSENT AGENDA

    A. Minutes from the January 4, 2022 Regular Meeting

3. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING:

    A. “Option for the Sale and Purchase of Real Estate” as Submitted by Public Service Company of Oklahoma for Surplus Real Estate: Lots 1-13, Block 12, in the Original Townsite of Clinton, Custer County, Oklahoma.

4. NEW BUSINESS (If any, pursuant to Section 311.9 of the Oklahoma Open Meeting Act.)

5. COUNCIL COMMENTS

6. CITY MANAGER’S COMMENTS

7. AUDIENCE PARTICIPATION (According to Audience Participation Decorum Guidelines at Clinton City Council Public Meetings effective: 2/14/2017)

8. ADJOURN

Filed this 13TH Day of January 13, 2022. Posted on the bulletin board in the lobby of the Clinton City Hall on January 13, 2022 at 3:30 p.m.

MINUTES OF INDUSTRIAL AUTHORITY MEETING
JANUARY 4, 2022

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Industrial Authority City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, January 4, 2022, 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 December 30, 2021 at 5:00 p.m.

Chairman David Berrong called the meeting to order at 5:40 p.m. with the following present:

CHAIRMAN: David Berrong
TRUSTEES: Patch McComas, Ernie Dowdell, Arthur Lloyd, Ernesto Villanueva
MANAGER: Robert Johnston
CITY TREASURER: Debra Blanchard
CITY ATTORNEY: Ryan Meacham
CITY CLERK: Amy Jones
NEWS MEDIA: Mike Smith, Kelcie Hartley-Wolfe
OTHERS: Gene McCullough, Brett Russell, Donnie Phipps, Samantha Aispuro, Paul Rinkel, Max McKinsey, Julie Burden Caldwell, Billy Goodwin, Don Miller, Dakota Denison, Tyler Wolfe, Tracy Yoder, Doris Scarlett and others.

Dakota Denison, First Baptist Church opened the meeting with prayer and Don Miller, Post Commander. American Legion Post 41 led the Pledge of Allegiance.

AGENDA ITEM NO. 2: CONSENT AGENDA

A. Minutes of Regular Meeting of December 21, 2021
B. Consider Claims

Motion was made by Trustee McComas and seconded by Trustee Lloyd that Consent Agenda Items be approved.

Chairman put the motion to a roll call vote:

Aye: Dowdell, Lloyd, McComas, Villanueva, Berrong
Nay: None

Chairman declared the motion carried.

AGENDA ITEM NO. 3 DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING

Amendments to Facility Management Agreement with the Clinton Chamber of Commerce Center – Frisco Center

City Manager Johnston presented proposed amendments to the facility management agreement with the Clinton Chamber of Commerce Center for the Frisco Center. He explained that the management fee was increased to help cover the costs of the custodial staff being a Chamber employee and now longer a City of Clinton employee. He also explained that wording was added to the agreement regarding the manager have a purchasing card issued from the City of Clinton and their responsibilities for any unauthorized charges. He stated that this contract had not been reviewed in many years and it was just time for review and bringing it up to date. The Trustees had questions regarding the expenses and rental income regarding the Frisco Center. City Treasurer answered questions to the Trustees.

The motion was made by Trustee McComas and seconded by Trustee Dowdell to approve the agreement as presented by City Manager Johnston with amendments to the facility management agreement with the Clinton Chamber of Commerce Center and the Frisco Center.

Chairman put the motion to a roll call vote:

Aye: Dowdell, Lloyd, McComas, Villanueva, Berrong
Nay: None

Chairman declared the motion carried.

AGENDA ITEM NO. 4 NEW BUSINESS:
None

AGENDA ITEM NO. 5: TRUSTEE REPORT
None

AGENDA ITEM NO. 6: CITY MANAGER'S REPORT
None

AGENDA ITEM NO. 7: ADJOURNMENT

Moved by Trustee Dowdell and seconded by Trustee Villanueva to adjourn the meeting.

Chairman put the motion to a roll call vote:

Aye: Dowdell, Lloyd, McComas, Jones, Berrong
Nay: None
Chairman declared the meeting adjourned at 5:48 pm.

_____
Date Approved

IA01042022

_____

David D Berrong, Chairman

OPTION FOR THE SALE AND PURCHASE OF REAL ESTATE

This Option for the Sale and Purchase of Real Estate (this "Option") is by and between The Clinton Industrial Authority, an Oklahoma Municipal Trust, whose address is P.O. Box 1177, Clinton, OK 73601 ("Seller"), and Public Service Company of Oklahoma, a(n) Oklahoma corporation, whose address is 1 Riverside Plaza, Columbus, Ohio 43215-2373 ("Buyer"). The parties hereby agree as follows:

1. Effective Date. The "Effective Date" of this Option shall be the last date this Option is signed by Buyer or Seller.

2. Property to be Conveyed.

(a) Fee. Seller hereby grants to Buyer the sole and exclusive right and option to purchase the surface only of the property identified on Exhibit A, attached hereto and made a part hereof (the "Premises")

3. Purchase Price. The purchase price for the Premises shall be Forty Thousand Dollars ($40,000.00) (the "Purchase Price"). The Purchase Price shall be payable in the following manner:

(a) Buyer shall pay Five Thousand Dollars ($5,000.00) within ten (10) business days following Buyer's execution of this Option, as earnest money (the "Deposit"), to be deposited with a title company that Buyer selects, to serve as escrow agent for this transaction ("Escrow Agent"), which shall be credited to the Purchase Price at Closing if Buyer purchases the Premises.

Except as expressly provided in this Option, Five Thousand Dollars ($5,000.00) of the Deposit shall be a nonrefundable option fee (the "Option Fee"); provided, however, that should Buyer elect to purchase the Premises, the Option Fee shall also be credited to the Purchase Price at Closing.

(b) Buyer shall pay the balance of the Purchase Price by check or wire transfer upon delivery of the Deed at Closing.

4. Duration of Option. The Option term shall begin as of the Effective Date of this Option and shall continue in effect thereafter for an initial term of six months (the "Initial Option Term"). Buyer shall have the right to extend the term of this Option for an additional six months (the "Extended Option Term") upon written notice provided to Seller on or before the expiration of the Initial Option Term and by depositing with the Escrow Agent the sum of Ten Thousand Dollars ($10,000.00). If made, this additional deposit shall be credited to the Purchase Price at Closing. The Initial Option Term and Extended Option Term are sometimes herein collectively referred to as the "Option Term."

5. Due Diligence Review. Buyer and its agents shall have the right to enter the Premises at reasonable times to survey and inspect the Premises, as Buyer may deem necessary or advisable to determine the suitability of the Premises for Buyer's intended purposes. During the Option Term, Buyer shall be entitled to conduct the following:

(a) Title Examination. Buyer shall be responsible for selecting the Escrow Agent, conducting and paying for any examination of the title to the Premises, as Buyer deems appropriate.

i. Upon execution of this Option, Seller agrees to provide Buyer with copies of any existing abstracts of title, title commitments, or title insurance policies Seller may have relating to the Premises. **If the Premises is subject to a Mortgage or Deed of Trust – Seller shall advise Buyer and co-operate in obtaining the necessary release or Partial Release Mortgage for the land to be conveyed.**

ii. If Buyer determines that title to the Premises is not marketable or it contains encumbrances which are not acceptable to Buyer, then Buyer shall notify Seller within the Option Term specifying the title issue(s) to which Buyer objects.

iii. If Buyer gives Seller such notice of objections, then Seller shall have a period of sixty (60) days to correct such issue(s) to Buyer's satisfaction.

iv. In the event Seller fails or refuses to correct such issue(s) to Buyer's satisfaction, Buyer, in its sole discretion, may terminate this Option. In the event Buyer elects to terminate this Option, Buyer shall be entitled to receive a prompt refund of the Deposit.

v. If Buyer fails to notify Seller within the Option Term of any objections to title, then Buyer shall be deemed to have waived any objections and to accept title to the Premises.

(b) Environmental, Surveys & Tests. During the Option Term, Buyer and Buyer's agents shall have the right to enter upon the Premises to make and conduct such environmental assessments, site surveys, inspections and other engineering and environmental tests on the Premises as Buyer deems necessary, including without limitation, the right to make land and topographical surveys, core drillings, soil and water tests, engineering tests, and communications studies.

i. The cost of such assessments, surveys, inspections and tests shall be borne solely by Buyer.

ii. Buyer agrees to indemnify and hold Seller harmless from any and all loss, liability, claims and expense (including reasonable attorney's fees) arising out of the acts of Buyer or its designees on the Premises,. Buyer shall have no liability or obligation to indemnify Seller for any matters relating to any pre-existing condition on the Premises, except to the extent Buyer exacerbates such pre-existing condition.

iii. If Buyer, in its sole discretion, determines that the Premises are not suited to use for Buyer's purposes, then Buyer may terminate this Option. In the event Buyer elects to terminate this Option, Buyer shall be entitled to receive a prompt refund of the Deposit.

iv. If Buyer does not purchase the Premises, Buyer shall, at its election, either repair any physical damage caused by such surveys and tests, or pay to Seller the amount of said damage.

(c) Governmental Approvals. In the event Buyer determines that it must secure a zoning change or other governmental or regulatory approval to use the Premises for Buyer's intended purpose, Seller agrees to cooperate with Buyer in obtaining such approval, as required.

i. Buyer will prepare, at Buyer's expense, any required governmental application for Seller's signature, if required. Buyer will submit the application to the applicable authority and pay any submittal or application fees.

ii. In the event the governmental application process is not completed to Buyer's satisfaction prior to Closing, the closing on the Premises will be extended for a reasonable period of time until application for the Premises is approved.

iii. In the event Buyer cannot obtain a required approval of the Premises in a timely manner, or on terms that are reasonably acceptable to Buyer, Buyer may, in its sole discretion, elect to terminate this Option, and Buyer shall be entitled to a prompt refund of the Deposit.

6. Default. If this Option is terminated or canceled pursuant to Paragraph 5, Due Diligence Review, or Paragraph 13, Risk of Loss, hereof this transaction shall be null and void, and the Deposit shall be refunded promptly and all parties shall be relieved from any further obligation hereunder. If Buyer fails to exercise or close for any reason other than those provided for under Paragraph 5 or 13 hereof, then Seller shall be entitled to retain the Deposit. Seller and Buyer have made this provision for liquidated damages because it would be difficult to calculate the amount of actual damages for such default and Seller and Buyer agree that said amount represents reasonable compensation to Seller for such default.

7. Exercise of Option. On or before the expiration of the Option Term, Buyer shall exercise this Option by instructing the Escrow Agent to contact Seller, using the information provided in Paragraph 19, Notice hereof, to schedule the Closing

8. Conveyance. Good and marketable title to the Premises shall be conveyed by Seller to Buyer at closing by Quit Claim Deed (the "Deed"), in fee simple, free and clear and unencumbered, subject only to such easements, conditions, and restrictions of record as of the date this Contract is executed as may be reasonably acceptable to Buyer; zoning and other governmental regulations, restrictions; and non-delinquent real estate taxes and assessments. Seller shall retain the rights to the subsurface oil, gas and minerals of the Premises, but will waive any and all rights they have to use the surface of the Premises for the removal of any oil, gas or minerals. The language of this surface rights waiver in the Deed shall read: Grantor hereby agrees that neither it nor its successors or assigns shall be entitled to ever use any portion of the surface of the property for the purpose of investigating, exploring, prospecting, drilling, or mining for or producing oil, gas or other minerals or any related activities. Any such operations on contiguous land shall in no manner interfere with the surface of the property or subsurface support of any improvements constructed or to be constructed on the property. If Grantor already has granted an oil and gas lease on the property, Grantor further grants and conveys to Grantee all the surface rights of the property with respect to negotiating the location of any investigation, exploration, prospecting, drilling, mining for, production or transportation of oil, gas or other minerals or any related activities, as those rights are described in the oil and gas lease. Seller agrees to execute customary closing affidavits and documents and provide all necessary information as required by the Escrow Agent for the closing of this transaction and that will enable the Escrow Agent to delete the standard exceptions to title from the Title Commitment.

9. Closing. The date for delivery of the Deed and the closing of this transaction shall be tentatively set within thirty (30) days from the date of exercise of this Option by Buyer; or at such other date as may be agreed upon in writing by the parties (the "Closing"). The Closing shall be held at a place mutually agreeable to the parties.

10. Possession. Seller shall deliver possession and occupancy of the Premises to Buyer at Closing, unless there has been an agreement otherwise which is evidenced by the execution of Buyer's standard lease agreement at or prior to Closing.

11. Taxes, Assessments and Closing Costs. Seller shall pay or credit to the Purchase Price all delinquent taxes, including penalties and interest, and all assessments and liens on the Premises or Seller, on or before Closing. Seller shall also be responsible for all unpaid real estate taxes not yet due for years prior to Closing and a portion of such taxes for year of Closing prorated through date of Closing. Such Taxes shall be based on a 365 day year and, if undetermined, on most recently available tax rate and valuation. Buyer will be responsible for a title commitment, title insurance, environmental assessment and survey costs as set forth in Paragraph 5 above, and all other closing costs shall be split as is customary for the state where the Premises is located. Buyer will prepare the Deed at its expense. Buyer will not be responsible for payment of Seller's attorney's fees, if any.

12. Environmental. Seller represents to Buyer that, to the best of Seller's knowledge, information and belief that: (a) the Premises does not contain, and at no time has contained, any underground storage tanks; (b) no hazardous substances have been generated, treated, stored, transferred from, released or disposed of, or otherwise placed, deposited in, or located on the Premises in violation of any environmental laws, nor has any activity been undertaken on the Premises that would cause or contribute to the Premises becoming a treatment, storage or disposal facility within the meaning of any environmental law; (c) no part of the Premises is presently being used, nor at any time in the past has been used as a dump or other waste disposal site or for the purpose of holding or storing hazardous substances; and (d) there are no hazardous wastes or deposits stored or buried thereon or therein. Buyer acknowledges that Buyer will conduct or has conducted its own inspection of the Premises and is relying solely upon such inspection to determine the condition of the Premises. The Premises shall be delivered at Closing in substantially the same condition as it was as of the Effective Date of this Option.

13. Risk of Loss. Risk of loss to the Premises from fire or other casualty (to the extent the Premises is not vacant land) or from condemnation shall be borne by Seller until the Closing. If the Premises is damaged or destroyed by fire or other casualty and not repaired and restored by Seller to as good as condition as it was prior to such casualty (to the extent the Premises is not vacant land), or if a portion of the Premises are taken through condemnation proceedings or are transferred voluntarily in lieu thereof, Buyer may cancel this Option, or notify Seller that Buyer will elect to proceed to purchase the Premises if Seller and Buyer can agree upon an acceptable adjustment of the Purchase Price to reflect the damage incurred.

14. Escrow. Buyer and Seller hereby agree that:

(a) The terms contained in Paragraph 6, Default of this Option shall govern the actions of the Escrow Agent and the disposition of the funds held in escrow.

(b) The Escrow Agent shall incur no liability whatsoever in connection with its good faith performance hereunder. Escrow Agent shall be liable only for loss or damage caused directly by its acts of negligence or intentional misconduct.

(c) In the event of any disagreement or dispute between the parties as to the terms of escrow, the Escrow Agent may refuse to comply with said instructions and/or claims until: (i) the dispute has been settled between the parties and joint, written instructions are delivered to Escrow Agent by the parties, or (ii) the dispute has been settled by a court of competent jurisdiction.

15. Time of the Essence. Time is expressly declared to be of the essence in this transaction, unless the parties otherwise agree in writing.

16. Entire Agreement. The parties acknowledge and agree that this Option constitutes their entire agreement and that no oral or implied agreement exists.

17. Survival of Representations and Warranties. This Option shall be binding upon the parties and their respective heirs, legal representatives, successors and assigns, and the covenants contained herein shall survive the Closing of this transaction.

18. Broker's Fees or Commissions. Each party represents that no real estate broker, consultant, finder or like agent has an interest in this transaction. Each party shall indemnify and hold the other harmless from and against any and all claims whatsoever arising out of any claim by any broker, consultant, finder or like agent with whom the indemnifying party has dealt or negotiated.

19. Notice. All notices, elections or other communications authorized, required or permitted hereunder shall be made in writing and shall be deemed given when: personally delivered; or when deposited, U.S. certified mail, postage prepaid, return receipt requested; sent by overnight mail; or sent via email to the following:

To Buyer:	Public Service Company of Oklahoma ATTN: P. Todd Ireland, Manager Real Estate Asset Management 1 Riverside Plaza, 16th Floor Columbus, Ohio 43215 -2373 Phone: (614) 716-6835 FAX: (614) 716-1417 Email: ptireland@aep.com
With copy to:	Stephen Heskamp, Agent 212 E. 6th Street Tulsa, Oklahoma 74119 Phone: (918) 282-2177 Email: smheskamp@aep.com
To Seller: (Street address required)	The Clinton Industrial Authority Attn: David Berrong, Chairman P.O. Box 1177 Clinton, OK 73601 Phone: 580-323-0265 Email: amy.jones@clintonok.gov

With copy to: _____
_____
_____
_____

20. Governing Law. This Option shall be governed by the law of the state where the Premises is located.

21. Authority. The parties herein warrant to each other that they have full capacity, power and authority to enter into and perform this Option according to its terms.

22. Confidentiality. For a period of twenty-four (24) months after the date of this Option, Buyer and Seller agree not to disclose the contents of this Option to any third party, without the prior written consent of the other party, and to keep the amount of the Purchase Price herein confidential by limiting disclosure of such amount to only their attorneys, accountants and other representatives working for them who have a legitimate need to know such information.

IN WITNESS WHEREOF, this Option has been executed by the parties hereto as of the dates written below, to be effective as of the Effective Date.

Dated by Seller this _____ day of _____, 20__.

The Clinton Industrial Authority

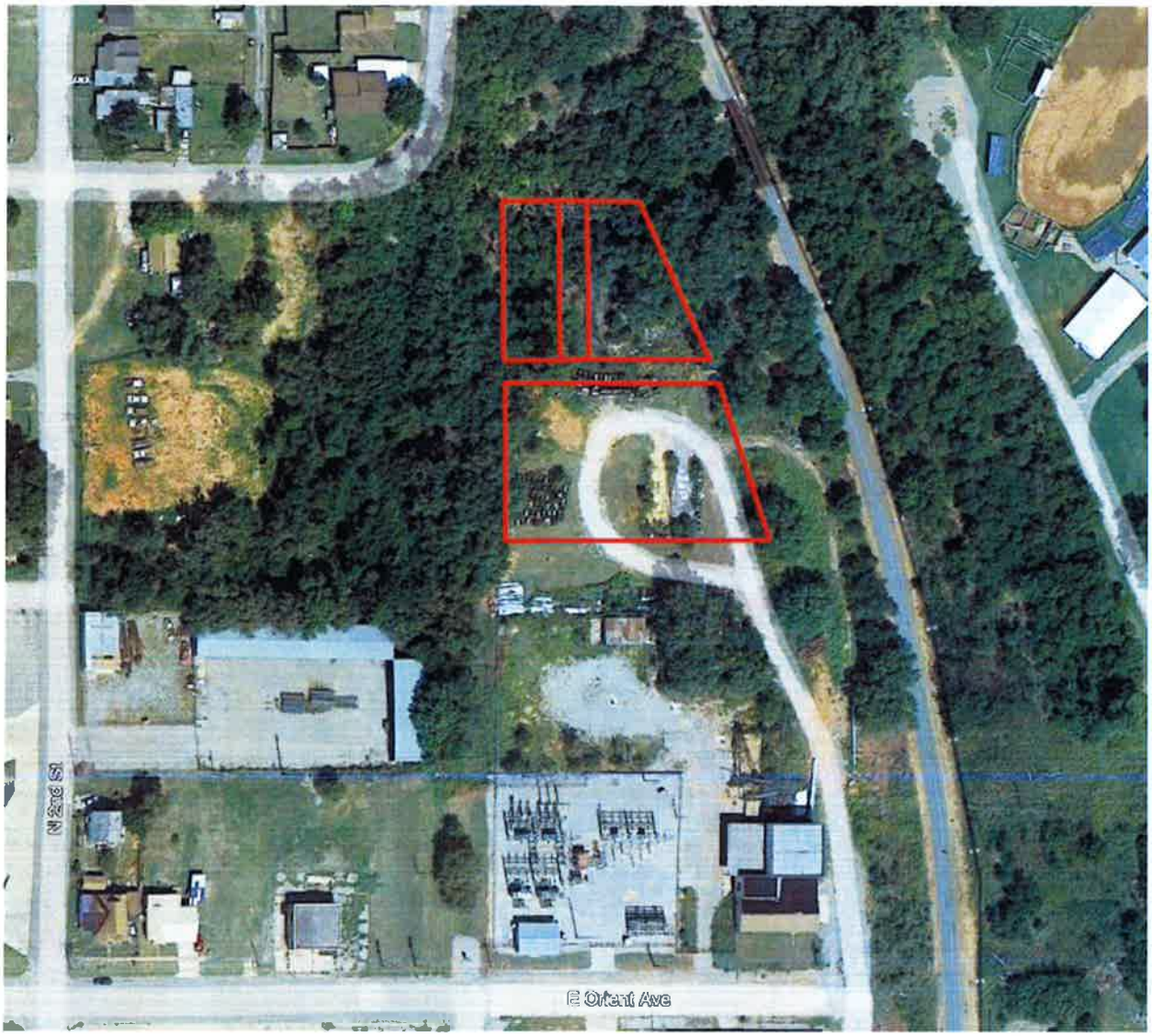
By: _____
Name: David Berrong
Title: Chairman

Dated by Buyer this _____ day of _____, 20__.

Public Service Company of Oklahoma

By: _____
P. Todd Ireland
Manager, Real Estate Asset Management
American Electric Power Service Corporation
Authorized Signer

Exhibit A



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