(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 SOLID WASTE AUTHORITY TUESDAY, SEPTEMBER 6, 2022 AT 5:30 PM CLINTON CITY HALL

AMENDED AGENDA

Source listing: 09/06/2022 Meetings
Original source: https://agendas.clintonok.gov/archive/2022/090622/launch.html
Original authority agenda: https://agendas.clintonok.gov/archive/2022/090622/AA090622.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/090622/HA090622.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/090622/IA090622.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/090622/PWA090622.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/090622/RA090622.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/090622/RM090622.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/090622/SW090622.htm

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

    A. Prayer
    Bobby Stewart, Adjutant, American Legion, Post 41

2. CONSIDER APPROVAL OF CONSENT AGENDA

    A. Minutes of the August 2, 2022 Regular Meeting

    B. Consider Claims

    C. Acknowledge Financial Reports from the month ending 7/31/2022

3. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING:

    A. Purchase of 2018 Peterbilt 348 Roll Off Truck VIN# Ending 464951from Roll Off World, Brookshire, TX in the Amount of $180,606.70 with Set Aside and Down Payments Required

    B. Purchase of Forty (40 Dumpsters in the amount of $25,610.00 ($680.00 per dumpster and $1,130 freight) from Roll-Offs USA

    C. Purchase of Ten (10) 30 yd Roll Off Containers in the amount of $61,260.00 ($5,900 per roll off and $2,260 freight) from Roll-Offs USA

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 1 st day of September 2022, Posted on the bulletin board in the lobby of the Clinton City Hall September 1, 2022 at 4:00 p.m.
Amended Agenda filed this 2 nd day of September 2022, Posted on the bulleting board in the lobby of Clinton City Hall September 2, 2022, 10:00 a.m.

_____

Not recorded

MINUTES OF SOLID WASTE AUTHORITY MEETING
AUGUST 2, 2022

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Solid Waste Authority City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, August 2, 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 July 29, 2022, at 4:00 pm.

Chairman David Berrong called the meeting to order at 5:31p.m. with the following present:

CHAIRMAN: David Berrong
TRUSTEES: Patch McComas, Ernie Dowdell (absent), Arthur Lloyd, Ernesto Villanueva
MANAGER: Robert Johnston
CITY TREASURER: Debra Blanchard
CITY ATTORNEY: Ryan Meacham
CITY CLERK: Amy Jones
NEWS MEDIA: Nydia Campbell, Mike Smith
OTHERS: Gene McCullough, Jeff Johnson, Joshua McGuire, Lana Johnston, Danny & Patricia Tharp, Bobby & Judy Stewart, Tracy Yoder, and others.

Gene McCullough opened the meeting with prayer and Bobby Stewart, Post Commander, American Legion Post 41 led the Pledge of Allegiance.

AGENDA ITEM NO. 2: CONSENT AGENDA

A. Minutes of Regular Meeting of July 5, 2022
B. Consider Claims
C. Acknowledge Receipt of 6/30/22 Financial Reports

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

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried

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

None

AGENDA ITEM NO. 4 NEW BUSINESS (If any pursuant to Section 311.9 of the Oklahoma Open Meeting Act.)
None

AGENDA ITEM NO. 5: TRUSTEE REPORT
None

AGENDA ITEM NO. 6: MANAGER'S REPORT
None

AGENDA ITEM NO. 7: ADJOURNMENT

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

Chairman put the motion to a roll call vote:

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

Chairman declared the meeting adjourned at 5:32 pm.

_____
Date Approved

_____
David D. Berrong, Chairman

FUND: SOLID WASTE AUTHORIT

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	WHITE BUFFALO COFFEE BAR, LL	509-54082	SOL WST HAULING/DUMP	RFND SW FEE/REG ACCT NOT C	76.86
				TOTAL:	76.86
SOLID WASTE ADMINISTRA	RS MEACHAM CPAs & ADVISORS P	40901-2095	FINANCIAL AUDIT	FIN CONSULTANT FYE6/30/22	450.00
				TOTAL:	450.00
SOLID WASTE COLLECTION	OKLAHOMA NATURAL GAS CO	40912-2080	NATURAL GAS CHARGES	NATURAL GAS SERVICES	48.21
	CITY OF CLINTON	40912-2060	WATER CHARGES	WATER BILL SHOP	170.12
		40912-2065	SEWER CHARGES	SEWER BILL SHOP	51.20
		40912-2460	MISCELLANEOUS	FEES SHOP	10.70
	REPUBLIC SERVICES	40912-2120	CONTRACTUAL SERVICES	SOLID WASTE DISPOSAL FEE J	41,094.05
	PUBLIC SERVICE CO OF OK dba	40912-2075	ELECTRIC CHARGES	ELECTRIC SERVICE	117.31
		40912-2075	ELECTRIC CHARGES	ELECTRIC SERVICE	20.63
	WEX BANK dba WRIGHT EXPRESS	40912-2425	FUEL, OIL, ETC.	FUEL USE	10,491.25
				TOTAL:	52,003.47

FUND: SOLID WASTE AUTHORIT

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
SOLID WASTE ADMINISTRA	VERIZON	40901-2020	DATA PROCESSING	SOLID WASTE DATA	40.03
	DOBSON TECHNOLOGIES TRANSPOR	40901-2020	DATA PROCESSING	INTERNET SERVICE	146.20
				TOTAL:	186.23
SOLID WASTE COLLECTION	CLINTON LAUNDRY AND CLEANERS	40912-2435	UNIFORM SERVICE	UNIFORMS	51.08
		40912-2435	UNIFORM SERVICE	UNIFORMS	51.08
		40912-2435	UNIFORM SERVICE	UNIFORMS	0.53
	LOWELL GRAY	40912-2130	FACILITIES REPAIR	DOOR OPENER	2,285.00
	WELDON PARTS, INC	40912-2421	PARTS-VEHICLE MAINT	BRAKES FOR TRUCK	988.12
		40912-2421	PARTS-VEHICLE MAINT	HUB LOCK NUTS	411.25
		40912-2421	PARTS-VEHICLE MAINT	HYD HOSE	75.67
	O'REILLY AUTOMOTIVE INC	40912-2421	PARTS-VEHICLE MAINT	AIR FILTERS	110.56
		40912-2421	PARTS-VEHICLE MAINT	BOLTS	8.98
		40912-2455	SAFETY EQUIPMENT	EYE WASH STATION	335.72
		40912-2421	PARTS-VEHICLE MAINT	BRAKE SHOES	48.99
		40912-2425	FUEL, OIL, ETC.	ANTIFREZ	2,218.80
		40912-2425	FUEL, OIL, ETC.	GREASE WIPER FLD	410.38
		40912-2455	SAFETY EQUIPMENT	EYEWASH SOLUTION	77.94
		40912-2420	TIRES, BATTERIES, ET	BATTERIES	547.16
		40912-2421	PARTS-VEHICLE MAINT	U JOINT	41.56
	MISCELLANEOUS V MISCELLANEOU	40912-2421	PARTS-VEHICLE MAINT	INTERNTL THROTTLE KT	782.05
	WESTERN OKLAHOMA TIRE & SERV	40912-2420	TIRES, BATTERIES, ET	BACKHOE FLAT	176.00
		40912-2420	TIRES, BATTERIES, ET	4 NEW TIRES	1,724.00
		40912-2420	TIRES, BATTERIES, ET	3 NEW TIRES	1,506.00
	ATWOODS	40912-2410	OPERATING SUPPLIES	RATCHET STRAPS	127.96
		40912-2410	OPERATING SUPPLIES	WEEDEATER LINE	33.98
		40912-2410	OPERATING SUPPLIES	SAW BLADES	162.89
	AMAZON.COM	40912-2421	PARTS-VEHICLE MAINT	GARBAGE TR SFTY CAMERAS	329.99
	FLEETPRIDE	40912-2425	FUEL, OIL, ETC.	FUEL FILTERS	193.81
		40912-2045	VEHICLE REPAIR & MAI	MOTOR WORK	12,148.97
	HARBOR FREIGHT	40912-2410	OPERATING SUPPLIES	SHOP TOOLS	171.45
				TOTAL:	25,019.92

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: **Purchase Roll Off Truck**

Staff Source: Gene McCullough, Public Works Director

Date: September 1, 2022

History/Background Information: The authority has budgeted $250,000 planning to purchase a new truck for hauling roll off containers that meets the specifications for our operation. The market is now at a 2-3 year wait on production of new roll off trucks. Trucks that are coming out of production this year have all been acquired by lease only operations.

Donnie Phipps has personally traveled and inspected several vehicles and is recommending the purchase of a 2018 Peterbilt cab and chassis that will be completely refurbished and have a brand new roll off body installed.

The purchase amount is $180,606.70 which is over $69,000 under budget.

Recommendation: Approve purchase of 2018 Peterbilt with roll off body from Roll Off Truck World of Brookshire, Texas.

Price/Cost: $180,606.70

BUYER'S ORDER

DATE: 8/31/2022 **STOCK #:** 166

BUYER INFORMATION:

CITY OF CLINTON, OK
4415 GARY BLVD P.O. BOX 1177
CLINTON, OK 73601
COUNTY:
HOME: CELL: WORK:
D.L./STATE ID #: STATE: OK EXP. DATE:
D.O.B.:

DEALER/SELLER INFORMATION:

ROLL OFF TRUCK WORLD
41212 PARK 290 DR UNIT C
WALLER, TX 77484
888-258-1564

SALESPERSON:

VEHICLE INFORMATION:

YEAR:	2018	COLOR 1:	WHITE	VIN:	2NP3LJ0X8JM464951	STOCK:	166
MAKE:	PETERBILT	COLOR 2:		STYLE:	ROLL OFF	CYL:	
MODEL:	348	BODY:		MILEAGE:	78291	TRANS:	AUTO

TRADE-IN INFORMATION:

YEAR: COLOR:
MAKE: MILEAGE:
MODEL: BODY:
VIN:
BALANCE OWED TO:

BALANCE OWED: $ 0.00 GOOD THROUGH:
ALLOWANCE: $ 0.00 QUOTED BY:

***The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.**

REMARKS:

****A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents relating to the sale. A documentary fee may not exceed a reasonable amount agreed to by the parties. This notice is required by law.**
Un honorario de documentación no es un honorario oficial. Un honorario de documentación no es requerido por la ley, pero puede ser cargada al comprador como gastos de manejo de documentos relacionados con una venta. Un honorario de documentación no puede exceder una cantidad razonable acordada por las partes. Esta notificación es requerida por la ley.

LIEN HOLDER INFORMATION:

COMPANY:
STREET:
CITY, STATE, ZIP:

INSURANCE INFORMATION:

COMPANY:
AGENT:
PHONE: POLICY #:

SETTLEMENT

VEHICLE PRICE	180,000.00
	N/A
CASH PRICE	180,000.00
Sales Tax:	N/A
Title Fee: 33.00 License/Registration: N/A	33.00
Inspection Fee (state): N/A (station): N/A	0.00
Deputy Service: N/A Other: 6.50	6.50
E-Tag Fee:	5.00
Dealer's Inventory Tax*:	412.20
Payoff on Trade-in:	N/A
Documentary Fee**:	150.00
TOTAL DUE	180,606.70

CREDIT		
	TRADE-IN ALLOWANCE	N/A
	DEPOSIT	5,000.00
	DOWN PAYMENT	175,606.70
TOTAL CREDIT		180,606.70
☒ Cash ☐ Finance	BALANCE DUE	0.00

If financed, please see your installment sales contract for information about finance charge, insurance, and terms of payment (other than cash).

WARRANTY DISCLAIMER: Unless Seller provides a written warranty, or enters into a service contract within 90 days from the date of this contract, this vehicle is being sold "AS IS – WITH ALL FAULTS" and Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. This disclaimer does not affect any warranties by the vehicle manufacturer. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the vehicle and the related products and services.

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

Buyer hereby declares that they are of legal age to transact business and that no unfair inducement has been made by Seller. This agreement and the related documents that Buyer signs contemporaneously with this agreement, including any retail installment contract, contain the entire agreement between Buyer and Seller and cancels and supersedes any prior agreement including oral agreements relating to the sale of the motor vehicle. Any change to this agreement must be in writing and Seller must sign it.

X 8/31/22
Accepted by Authorized Representative of Seller Date

X 8/31/22
Buyer Date

X N/A
Co-Buyer Date

©2021 Frazer Computing, LLC

Terms and Conditions of Sale

To whom it may concern, this letter is to establish the sales and condition terms of this sale. Freight Link LLC; DBA: Roll Off Truck World doing business at at 3941 FM362, Brookshire, Texas 77423 is selling STOCK# 166 (2018 Peterbilt 348 Roll Off Truck) VIN# 2NP3LJ0X8JM464951 in the amount of 180,606.70$ to City Of Clinton Oklahoma doing business at 4415 Gary Blvd PO Box 1177, Clinton, Oklahoma 73601. To set this truck aside and reserve it we require a 5,000$ deposit applied towards the total truck purchase price. This fully refundable 5,000$ deposit will hold the truck until Tuesday of 09/06/22 after the city board meeting.

Once approved by the board, a 30% payment of 49,182.01. This number already reflects the 5,000$ deposit applied assuming that the deposit will be made prior to 09/06/22 to lock it down and reserve the truck. This 30% deposit will begin the build from the moment it is received, the truck is set to have an estimated 7 week completion date starting form the moment the 30% payment is received. This 30% payment is non refundable. This payment will begin the build, fabrication, paint, equipment installation and etc.

Once the truck is fully ready to go, and has been built and completed by us (Roll Off Truck World) and is ready to get picked up by the customer (City Of Clinton Oklahoma) a final payment of the remaining 70% in the amount of 126,424.69$ is due at the moment of delivery/pick up via wire transfer or cashiers check only. The truck price does not include delivery, buyer is responsible for picking the equipment up from our facility unless otherwise stated in the invoice/contract.

Disclosure

The 7 week turn around time from the moment the 30% deposit is received is an approximate timeline of our current build slot schedule. This time frame can change depending on many variables that we do not control like current nationwide parts shortage and availability, manufacturer dealer repair delays, truck problems and complications and many other variables that form part of our operation stages. While we strive to accomplish our proposed timelines, it is not a guarantee that this truck will be ready in 7 weeks for the reasons stated above. We reserve the right to push or extend the time period if our operation requires it due to operation complications, parts shortages, shortage of labor, truck issues and etc.

Please note the 7 week timeline only becomes effective the day the 30% deposit is received.

X 

Tarek El Souki
Roll Off Truck World

X

Authorized Representative
City Of Clinton Oklahoma

Freight Link LLC; DBA: Roll Off Truck World

3941 FM362, Brookshire, Texas 77423

888-258-1564

ts@truckworld.us

www.rollofftruckworld.com

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: **Purchase 3YD Dumpsters**

Staff Source: Gene McCullough, Public Works Director

Date: September 1, 2022

History/Background Information: The authority has budgeted $40,000 for the purchase of approximately 40 3yd metal dumpsters that meets the specifications for our operation.

After receiving quotes, we've found the costs have come down some, and so the purchase of any of the quotes would be under budget.

Recommendation: Approve purchase of 36 3yd dumpsters from Roll-Offs USA.

Price/Cost: with freight $25,610.00

Quote

ROLL-OFFS USA
P.O. BOX 727
DURANT, OKLAHOMA 74702-0727
(580) 924-6355

Order Number: 0046007
Order Date: 8/15/2022

Salesperson: HOUS
Customer Number: CLIOK

Sold To:
City of Clinton, OK
PO Box 1177
Clinton, OK 73601
Confirm To:
Donnie Phipps 580 860 6465

Ship To:
City of Clinton OK
1721 Marshall Rd
Clinton, OK 73601

Customer P.O.	Ship VIA	F.O.B.	Terms
	ROT		NET 30

Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
S3H	ONE	36.000	0.000	0.000	680.000	24,480.00
3YD SIDE LOADER			Whse: 000			
SN: TBD						
Bill Option 1 Optio96	FARM TAN					
Bill Option 2 Optio01	HOOK EMCO 5/8					
Bill Option 3 Optio01	1/2 METAL LID W/ 2 PLASTIC					
3YD SIDE LOADER						
EMCO HOOKS, 1/2 METAL 2 PIECE PLASTIC LIDS						
COLOR: FARM TAN						
DISCOUNTED PRICE						
FREIGHT - $1130 A LOAD						

Net Order:	24,480.00
Less Discount:	0.00
Freight:	1,130.00
Sales Tax:	0.00
Order Total:	25,610.00

South Plains Waste Service, LLC

806-285-2055
P.O. Box 485
Olton, TX 79064

Estimate

Date	Estimate #
8/12/2022	42

Name / Address
City of Clinton Oklahoma P.O. Box 1177 Clinton, OK 73601

Project

Description	Qty	Cost	Total
New 3yd Dumpster	36	800.00	28,800.00
Mileage	256	4.00	1,024.00

Thank you for your business.

Subtotal	$29,824.00
Sales Tax (6.25%)	$0.00
Total	$29,824.00

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: **Purchase Roll Off Containers**

Staff Source: Gene McCullough, Public Works Director

Date: September 1, 2022

History/Background Information: The authority has budgeted $87,500 for the purchase of 10 roll off containers that meets the specifications for our operation.

After receiving quotes, we've found the costs have come down some, and so the purchase of any of the quotes would be under budget.

We are continually shuffling containers and would be able to put most of the new roll offs in service immediately and would allow repairs/reinforcement of existing containers.

Recommendation: Approve purchase of 10 roll off containers from Roll-Offs USA.

Price/Cost: with freight $61,260.00

Quote

ROLL-OFFS USA
P.O. BOX 727
DURANT, OKLAHOMA 74702-0727
(580) 924-6355

Order Number: 0046006
Order Date: 8/15/2022

Salesperson: HOUS
Customer Number: CLICK

Sold To:
City of Clinton, OK
PO Box 1177
Clinton, OK 73601
Confirm To:
Donnie Phipps 580 660 6465

Ship To:
City of Clinton OK
1721 Marshall Rd
Clinton, OK 73601

Customer P.O.	Ship VIA	F.O.B.	Terms
	ROT		NET 30

Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
RR30S	ONE	10.000	0.000	0.000	5,900.000	59,000.00
30YD STD RECT			Whse: 000			
SN: TBD						
Bill Option 1 Optio96 FARM TAN						
Bill Option 4 Optio01 STD RECT FLOOR						
30YD STD DUTY RECTANGLE						
COLOR: FARM TAN						
DISCOUNTED PRICE						
FREIGHT - $1130 A LOAD @ 2 LOADS						

Net Order:	59,000.00
Less Discount:	0.00
Freight:	2,260.00
Sales Tax:	0.00
Order Total:	61,260.00

MANUFACTURED TO MEET OUR CUSTOMER'S NEEDS

Custom Manufacturing
OKC, OK (405) 692-6311

Date	Estimate #
8/11/2022	7791

Name / Address
City Of Clinton P.O. Box 1177 Clinton, OK 73601 Attn: Donnie

Ship To
City Of Clinton 110 Orient Clinton, OK 73601 Phone #580-660-6465

Terms	FOB	Other
Net 30	OKC, OK	

Item	Description	Qty	Cost	Total
RO2230	30-Yd Open Top Rectangular Style Roll-Off Container. Approx Inside Dimensions: 64" T x 84" W x 264" L Specs: 12 Ga., Walls, BH & Door; Flat Bulkhead; 4x4x11 Ga., Top Rail; Wall Columns On 33" Centers; 3/16" Floor; 6x2x3/16 Main Rails; Crossmembers On 18" Centers; (2) Hinges Per Box.	10	6,510.00	65,100.00
Push	Push Plate, 3/8x6 FB. Located Above Each Bull Nose Roller. Approx 40"	10	0.005	0.05
SERIAL NU...	Weld On Serial Numbers. #'S To Be Located On Driver's Side Front Top Rail (Approx 4" T)	10	0.005	0.05
PAINT-MAC	Paint Color - Mac Red (Use International Red) #X1977 *Interior / Exterior Primed Prior To Painting	10	0.005	0.05
FREIGHT OUT	FOB Oklahoma City, OK. Based On The Current Diesel Rates, Freight To Be Determined @ Time Of Shipment. Note: Containers Will Be Nested. During Nesting (Loading) & Unloading Some Paint Damage Will Occur. Touch Up Paint Will Be Sent With Containers. Mileage To Clinton, OK = 84 Miles. Up To (5) Containers Can Be Shipped Per Load.	2	400.00	800.00

Thank You For The Opportunity To Quote On Your Container Needs. We Look Forward To Working With You!

Subtotal	$65,900.15
Sales Tax (8.375%)	$0.00
Total	**$65,900.15**

Phone #	Fax #	jamie@custommanufacturing.us
405-692-6311	405-691-8190	**Web Site:** www.custommanufacturing.us

Certified Women Owned Small Business

Signed / Date_____

E-mail Acceptance To: jamie@custommanufacturing.us

or Fax To: 405-691-8190

(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, SEPTEMBER 6, 2022 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Source listing: 09/06/2022 Meetings
Original source: https://agendas.clintonok.gov/archive/2022/090622/launch.html
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Original authority agenda: https://agendas.clintonok.gov/archive/2022/090622/SW090622.htm

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

    A. Prayer
    Bobby Stewart, Adjutant, American Legion Post 41

2. CONSIDER APPROVAL OF CONSENT AGENDA

    A. Minutes of the August 16, 2022, Regular Meeting

    B. Minutes of the Economic Development Authority June 7, 2022 Regular meeting, July 19, 2022 Special Meeting, August 2, 2022 Regular Meeting

    C. Consider Claims

    D. Acknowledge Receipt of Financial Reports from July 31, 2022

    E. PUBLIC HEARING

    F. Request by Michael Garthright to rezone of tract of land lying in the Clinton City Tracts 207” Frontage -TR in SW/4 26-12-17, City of Clinton, Custer County, Oklahoma (AKA1750 S HWY 183) said property to be changed for C-1 (Office Commercial…

    Request by Michael Garthright to rezone of tract of land lying in the Clinton City Tracts 207” Frontage -TR in SW/4 26-12-17, City of Clinton, Custer County, Oklahoma (AKA1750 S HWY 183) said property to be changed for C-1 (Office Commercial District to I-2 (Light Industrial District) City Limits of the City of Clinton, Custer County, Oklahoma .

3. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING

    A. Ordinance No. 1022- An Ordinance Changing the Zoning of Certain Real Property within the City of Clinton, Oklahoma and Declaring an Emergency – 1750 SHWY Clinton, OK, Owner – Michael Garthright

    B. Emergency Provision of Ordinance 1022

    C. Recommendation/Request for Funding to Demolish Specified Buildings/Structures at the Former Glancy Motel/Pop Hicks Restaurant Properties

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 1 ST day of September, 2022, Posted on the bulletin board in the lobby of the Clinton City Hall September 1, 2022 at 4:00 p.m.

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Not recorded

MINUTES OF THE CLINTON CITY COUNCIL REGULAR MEETING
AUGUST 16, 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, August 16, 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 August 12, 2022, at 10:00 A.M.

Mayor David Berrong called the meeting to order at 6:22 p.m.

MAYOR: David Berrong
COUNCELMAN: 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: Nydia Campbell, Mike Smith
OTHERS: Gene McCullough, Joshua McGuire, Lana Johnston, Danny Tharp, Don Miller, Tracy Heerwald, Julie Caldwell, Don Miller, Dan Day, Paul Rinkel, Brett Russell, Craig Tucker, and others.

Dan Day 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 August 2, 2022, Regular Meeting

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

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

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

A. Public Hearing(s) Pertaining to Alleged Dilapidated Structures to be considered for abatement by demolition:

Mayor Berrong called the Public Hearing(s) to order pertaining to the alleged dilapidated structures to be considered for abatement by demolition of listed buildings/property list

above. City Code Enforcement Officer Toby Anders presented information regarding each of the properties.

i. 104 East Terrace – Owner James A. Phillips

Anders reported that the owner of the property lives in California. The property owner was sent a violation notice in regard to the condition of the property and the owner failed to appear at the abatement hearing on May 31, 2022 or make any contact with Code Enforcement. Police Chief Rinkel also stated that the police department receives multiple calls on this property. Anders stated that the house is unfit for human occupancy due to the amount of dilapidation from the lack of maintenance; is unsecure which poses other nuisance such as person doing unlawful acts or the attractive nuisance to children in the neighborhood. In addition to high fire hazard in the neighborhood.

The motion was made by Councilman Dowdell and seconded by Councilman McComas to condemn the property at 104 East Terrace – Owner James A. Phillips and move forward with abatement by demolition procedures.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

ii. 504 Dunn – Gissela C. Argueta Cortez

Anders reported that the owner responded by an email to him around 6:57 pm August 15, 2022, regarding the property. The owner is requesting 90 days to make improvements and secure the property. The property owner was sent a violation notice on February 28, 2022 regarding the condition of the property and the owner failed to appear at the abatement hearing, which was held on May 31, 2022, or make any contact with Code Enforcement. The Owner did contact City Hall and was advised to secure or remove the two structures located on the property. Anders states that the house is unfit for human occupancy due to the amount of dilapidation from the lack of maintenance; is unsecure which poses other nuisance such as person doing unlawful acts or the attractive nuisance to children in the neighborhood. In addition to high fire hazard in the neighborhood.

The motion was made by Councilman Dowdell and seconded by Councilman McComas to condemn the property at 504 Dunn – Owner Gissela C. Argueta Cortez and move forward with abatement by demolition procedures.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

iii. 516 N. 15th – Hipolito Chavez

Anders reported that the owner was sent notice on March 8, 2022 and has not made contact or any improvement to property. The property owner was sent a violation notice regarding the condition of the property and the owner failed to appear at the abatement hearing, which was held on May 31, 2022, or make any contact with Code Enforcement. The owner's brother was present at the hearing and ask what had to done with the property. Anders stated that the owner has 30 days to make needed improvements or to abate the property by demolition or the property will be demolished by the City and the property owner will be billed for the costs associated with the demolition. Anders stated that the house is unfit for human occupancy due to the amount of dilapidation from the lack of maintenance; is unsecure which poses other nuisance such as person doing unlawful acts or the attractive nuisance to children in the neighborhood. In addition to high fire hazard in the neighborhood.

The motion was made by Councilman Dowdell and seconded by Councilman McComas to condemn the property at 516 N. 15th – Owner Hipolito Chavez and move forward with abatement by demolition procedures.

AGENDA ITEM NO. 4 NEW BUSINESS (If any, pursuant to Section 311.9 of the Oklahoma Open Meeting Act.)
None

AGENDA ITEM NO. 5 COUNCIL COMMENTS
None

AGENDA ITEM NO. 6 CITY MANAGER'S COMMENTS

City Manager Johnston reported on progress of the Glancy Motel. He is anticipating that Crystal Creek will begin asbestos abatement before the end of August. Johnston also referred to the "near final drawing" of the McClain Rogers Park to identify improvements for universal access and correction to drainage issues in the orchestra pit. A final drawing will be provided in the next couple of weeks. These improvements will benefit the grant that the City is working on for the concert series in the park.

AGENDA ITEM NO. 7: AUDIENCE PARTICIPATION (According to Audience participation Decorum Guidelines at Clinton City Council Public Meeting s effective:2/14/2017)

None

AGENDA ITEM NO. 8: ADJOURNMENT

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

Mayor put the motion to a roll call vote:

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

Mayor declared the meeting adjourned at 6:45 P.M.

_____
Date Approved

_____
David D. Berrong, Mayor

REGULAR MEETING
CLINTON ECONOMIC DEVELOPMENT AUTHORITY
JUNE 7, 2022

Minutes of the regular meeting of the Trustees of the Clinton Economic Development Authority of the City of Clinton, Oklahoma, Custer County, held in City Hall on Tuesday, June 7, 2022 at 4:30 p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on June 3, 2022 at 3:00 p.m.

TRUSTEES: Ken Baker, Keith Ventris, Canda Dupree, Russ Meacham, Max McKinsey
EX OFFICIO: David Berrong
ED DIRECTOR: Roland Mower
CITY MANAGER: Robert Johnston
CITY ATTORNEY: Ryan Meacham
AUTHORITY TREASURER: Debra Blanchard
CITY CLERK: Amy Jones
NEWS MEDIA: Nydea Campbell
OTHERS:

AGENDA ITEMS

1. CALL TO ORDER

Chairman Ken Baker called the meeting to order at 4:30 p.m.

2. CONSENT AGENDA

A. Minutes from the May 3, 2022 Regular Meeting
B. Consider Claims
C. Budget Amendments

Motion was made by Trustee Russ Meacham and seconded by Trustee Max McKinsey that the Consent Agenda Items be approved.

Chairman put the motion to a roll call vote:
Aye: Meacham, Dupree, McKinsey, Baker, Ventris
Nay: None

Chairman declared the motion carried.

3. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION ITEMS REGARDING:

A. Request for Executive Session, Pursuant to Section 307 (B) 3 of the Oklahoma Open Meeting Act.) for the Purchase or Appraisal of Real Property.

Motion was made by Trustee Keith Ventris and seconded by Trustee Russ Meacham to go into Executive Session at 4:31 p.m., Pursuant to Section 307 (B) 3 of the Oklahoma Open Meeting Act.) for the Purchase or Appraisal of Real Property 4. and invite Mayor Berrong, City Manager Johnston, City Treasurer Debra Blanchard, City Clerk Amy Jones to join.

Chairman put the motion to a roll call vote:

Aye: Meacham, Dupree, McKinsey, Ventris, Baker
Nay: None

Chairman declared the motion carried

B. Reconvene from Executive Session

Motion was made by Trustee Russ Meacham and seconded by Trustee Max McKinsey to reconvene from Executive Session to the regular meeting of the Clinton Economic Development Authority at 5:12 P.M.

Chairman put the motion to a roll call vote:

Aye: Dupree, McKinsey, Meacham, Baker
Nay: None

Chairman declared the motion carried

C. Any Action(s) Arising Out of the Executive Session

Trustee Russ Meacham stated that no action was taken during the Executive Session.

4. NEW BUSINESS (If any, pursuant to section 311.9 of the Oklahoma Open Meeting Act.)
None

5. TRUSTEES' COMMENTS
None

6. DIRECTOR'S COMMENTS

Roland Mower Economic Development Director reported that he spoke with the White Buffalo owners and they are still moving forward. They anticipate getting the utilities in place and paving the parking lot in the weeks ahead. Mr. Mower also stated he has spoken with Bill Clark of Great Plains Kubota and things are moving forward with the property as well. He reported that Sutherlands has now placed signs that say "Coming Soon" at the old Kmart property. Sales tax agreements have been sent out to those who have made applications. He is in receipt of an invoice from OSIDA for $15,000 that he will be following up on regarding the master plan of regional partners with OSIDA Director Craig Smith.

ADJOURN

Motion was made by Trustee Dupree and seconded by Trustee Ventris to adjourn.

Chairman put the motion to a roll call vote:
Aye: Meacham, McKinsey, Dupree, Ventris, Baker
Nay: None

Chairman declared the motion carried and the meeting adjourned at 5:21 p.m.

_____
Date Approved

_____
Ken Baker, Chairman

SPECIAL MEETING
CLINTON ECONOMIC DEVELOPMENT AUTHORITY
JULY 19, 2022

Minutes of the regular meeting of the Trustees of the Clinton Economic Development Authority of the City of Clinton, Oklahoma, Custer County, held in City Hall on Tuesday, July 19, 2022, at 4:30 p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on July 15, 2022, at 3:00 p.m.

TRUSTEES: Ken Baker, Keith Ventris, Canda Dupree, Russ Meacham, Max McKinsey
EX OFFICIO: David Berrong
MANAGER: Robert Johnston
ED DIRECTOR: Roland Mower by phone
TREASURER: Debra Blanchard
CLERK: Amy Jones
NEWS MEDIA: Nydia Campbell
OTHERS: None

AGENDA ITEMS

1. CALL TO ORDER

Chairman Ken Baker called the meeting to order at 4:29 p.m.

2. CONSENT AGENDA

A. Minutes from the June 7, 2022, Regular Meeting

Motion was made by Trustee Keith Ventris and seconded by Trustee Canda Dupree that the Consent Agenda Items be approved.

Chairman put the motion to a roll call vote:
Aye: Meacham, Dupree, McKinsey, Baker, Ventris
Nay: None

Chairman declared the motion carried.

3. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION ITEMS REGARDING:

A. Request for Executive Session, Pursuant to Section 307 (B) 3 of the Oklahoma Open Meeting Act.) for the Purchase or Appraisal of Real Property.

Motion was made by Trustee Keith Ventris and seconded by Trustee Canda Dupree to go into Executive Session at 4:38 p.m., pursuant to Section 307 (B) 3 of the Oklahoma Open Meeting Act for the Purpose of Discussing the Purchase or Appraisal of Real Property and to invite Mayor Berrong, Manager Johnston, Clerk Amy Jones and Treasurer Debra Blanchard to join.

Chairman put the motion to a roll call vote:

Aye: Meacham, Dupree, McKinsey, Ventris, Baker
Nay: None

Chairman declared the motion carried

B. Reconvene from Executive Session

Motion was made by Trustee Keith Ventris and seconded by Trustee Russ Meacham to reconvene at 5:27 P.M. from Executive Session to the regular meeting.

Chairman put the motion to a roll call vote:

Aye: Dupree, McKinsey, Meacham, Ventris, Baker
Nay: None

Chairman declared the motion carried

C. Any Action(s) Arising Out of the Executive Session

Trustee Keith Ventris stated that no action was taken during the Executive Session.

4. NEW BUSINESS (If any, pursuant to section 311.9 of the Oklahoma Open Meeting Act.)
None

5. TRUSTEES' COMMENTS
None

6. DIRECTOR'S COMMENTS
None

ADJOURN

Motion was made by Trustee Dupree and seconded by Trustee Ventris to adjourn.

Chairman put the motion to a roll call vote:

Aye: Meacham, McKinsey, Dupree, Ventris, Baker
Nay: None

Chairman declared the motion carried and the meeting adjourned at 5:28 p.m.

_____
Date Approved

_____
Ken Baker, Chairman

REGULAR MEETING
CLINTON ECONOMIC DEVELOPMENT AUTHORITY
AUGUST 2, 2022

Minutes of the regular meeting of the Trustees of the Clinton Economic Development Authority of the City of Clinton, Oklahoma, Custer County, held in City Hall on Tuesday, August 2, 2022, at 4:00 p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on July 29, 2022, at 4:00 p.m. An amended agenda notice was filed and posted on Monday, August 1, 2022, at 10:30 a.m.

TRUSTEES: Ken Baker, Keith Ventris, Canda Dupree, Russ Meacham, Max McKinsey
EX OFFICIO: David Berrong
MANAGER: Robert Johnston
ED DIRECTOR: Roland Mower
TREASURER: Debra Blanchard (absent)
CLERK: Amy Jones
NEWS MEDIA: Nydia Campbell
OTHERS: None

AGENDA ITEMS

1. CALL TO ORDER

Chairman Ken Baker called the meeting to order at 4:06 p.m.

2. CONSENT AGENDA

A. Minutes from the July 19, 2022, Regular Meeting
B. Consider Claims

Motion was made by Trustee Canda Dupree and seconded by Trustee Russ Meacham that the Consent Agenda Items be approved.

Chairman put the motion to a roll call vote:
Aye: Meacham, Dupree, McKinsey, Baker, Ventris
Nay: None

Chairman declared the motion carried.

3. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION ITEMS REGARDING:

A. Presentation OSIDA – Craig Smith

ED Director Roland Mower introduced Craig Smith OSIDA Executive Director. Mr. Smith presented information regarding the industrial park at the OSIDA Space Port (the former Clinton-Sherman AFB previously owned by the City of Clinton) in Burns Flat, Oklahoma. He is here today asking for $15,000 to help fund marketing of the facility. Funding has been previously received from Elk City, Weatherford, and Southwestern Oklahoma State

University. He is requesting the help of the communities that would benefit from the growth of the industrial park. This was presented as information only.

B. Request for Executive Session, Pursuant to Section 307 (B) 3 of the Oklahoma Open Meeting Act.) for the Purchase or Appraisal of Real Property.

Motion was made by Trustee Keith Ventris and seconded by Trustee Max McKinsey to go into Executive Session at 4:31 p.m., pursuant to Section 307 (B) 3 of the Oklahoma Open Meeting Act for the Purpose of Discussing the Purchase or Appraisal of Real Property and to invite Mayor Berrong, Manager Johnston, and Clerk Amy Jones to join.

Chairman put the motion to a roll call vote:

Aye: Meacham, Dupree, McKinsey, Ventris, Baker
Nay: None

Chairman declared the motion carried

C. Reconvene from Executive Session

Motion was made by Trustee Russ Meacham and seconded by Trustee Keith Ventris to reconvene at 5:21 P.M. from Executive Session to the regular meeting.

Chairman put the motion to a roll call vote:

Aye: Dupree, McKinsey, Meacham, Ventris, Baker
Nay: None

Chairman declared the motion carried

D. Any Action(s) Arising Out of the Executive Session

Trustee Keith Ventris stated that no action was taken during the Executive Session.

4. NEW BUSINESS (If any, pursuant to section 311.9 of the Oklahoma Open Meeting Act.)
None

5. TRUSTEES' COMMENTS
None

6. DIRECTOR'S COMMENTS
None

ADJOURN

Motion was made by Trustee McKinsey and seconded by Trustee Ventris to adjourn.

Chairman put the motion to a roll call vote:

Aye: Meacham, McKinsey, Dupree, Ventris, Baker
Nay: None

Chairman declared the motion carried and the meeting adjourned at 5:22 p.m.

_____

Date Approved

_____

Ken Baker, Chairman

FUND: RECREATION TRUST AUT

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
GOLF COURSE ADMINISTRA	PUBLIC SERVICE CO OF OK dba	41301-2075	ELECTRIC CHARGES	ELECTRIC SERVICE	1,063.64
		41301-2075	ELECTRIC CHARGES	ELECTRIC SERVICE	1,929.51
	RS MEACHAM CPAs & ADVISORS P	41301-2095	FINANCIAL AUDIT	FIN CONSULTANT FYE6/30/22	90.00
	LELA ROSE ESSARY IRREVOCABLE	41301-2110	RENTAL CHARGES	LAND RENT GOLF COURSE	300.00
	WEST TEXAS TURF, LLC	41301-2143	GOLF COURSE MGMT AGR	GOLF COURSE MGMT AGREEM	34,712.50
				TOTAL:	38,095.65
GOLF DEBT SRVC/DEPREC	PNC BANK, N.A. dba PNCEF, LL	41399-4005	DEBT SERVICE - PRINC	GOLF CART RENTAL LEASE	2,595.00
				TOTAL:	2,595.00

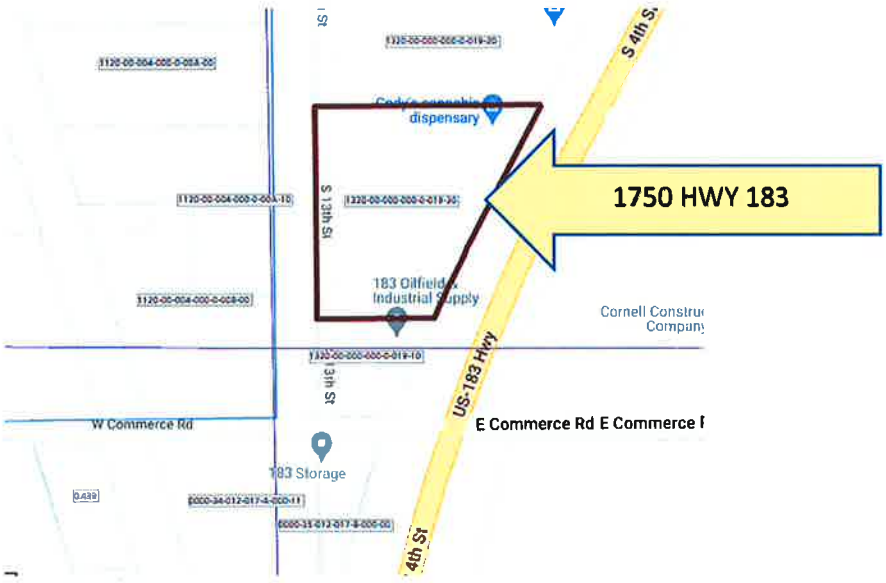
NOTICE OF REZONING– PUBLIC HEARING

Notice is hereby given that on Tuesday, September 6, 2022, beginning at 5:30 P.M., a Public Hearing will be held before the Mayor and City Council of the City of Clinton, Oklahoma, in the Council Room of the Clinton City Hall, 415 Gary Boulevard, on the application of the owner, Michael Garthright, of a tract of land situated within the City of Clinton, Oklahoma, and described as being:

A tract of land lying in the Clinton City Tracts 207' Frontage-TR IN SW/4 26-12-17, City of Clinton, Custer County, Oklahoma also known as1750 S HWY 183, Clinton, Custer County, Oklahoma.

Requesting that the rezoning of 1750 S HWY 183 said property to be changed from C-1 (Office Commercial District) to I-2 (Light Industrial District) City Limits of the City of Clinton, Custer County, Oklahoma

The subject tract is located as shown on the following schematic drawing.



Any person may file a protest in writing with the Clinton City Clerk, City Hall, PO Box 1177, Clinton, OK 73601, at anytime before such Public hearing begins, and/or may appear in person or by representative at the time and place and be heard on this matter.

Dated this 11th Day of August, 2022

/s/ Amy E. Jones

Amy E. Jones, City Clerk

City of Clinton, OK

ORDINANCE NO. 1022

AN ORDINANCE CHANGING THE ZONING OF CERTAIN REAL PROPERTY WITHIN THE CITY OF CLINTON, OKLAHOMA AND DECLARING AN EMERGENCY

WHEREAS, Michael Garthright, owner, requests that the described property be changed from C-1 (Heavy Commercial District) to I-2 (Light Industrial District); and

WHEREAS, the Planning and Zoning Board of said City of Clinton, Oklahoma, met on August 9, 2022, after due legal notice was given, reviewed the request and has recommended to this Council that the zoning of such property be approved as requested; and

WHEREAS, the matter was discussed in open forum at a Public Hearing before and by the members of the Council, and the Council being fully informed in the premises, does find that the interest of the City of Clinton will be served best by establishing the subject zoning district as requested in the subject request and as recommended by the Clinton Planning and Zoning Board; and

NOW, THEREFORE, be it ordained by the City Council of the City of Clinton that the following described property, to wit:

A tract of land lying in the Clinton City Tracts 207" Frontage -TR in SW/4 26-12-17, City of Clinton, Custer County, Oklahoma.

(AKA 1750 S HWY 183 Clinton, Ok)

be and the same is hereby zoned 1-2 (Light Industrial District).

WHEREFORE, an emergency is hereby declared to exist, and this ordinance shall be in full force and effect immediately from and after its passage and proof of publication.

Passed and approved this 6th day of September, 2022.

_____

David Berrong, Mayor

ATTEST: (Seal)

_____

Amy Jones, City Clerk

(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 RECREATIONAL AUTHORITY TUESDAY, SEPTEMBER 6, 2022 AT 5:30 PM CLINTON CITY HALL

AGENDA

Source listing: 09/06/2022 Meetings
Original source: https://agendas.clintonok.gov/archive/2022/090622/launch.html
Original authority agenda: https://agendas.clintonok.gov/archive/2022/090622/AA090622.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/090622/HA090622.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/090622/IA090622.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/090622/PWA090622.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/090622/RA090622.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/090622/RM090622.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/090622/SW090622.htm

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

    A. Prayer
    Bobby Stewart, Adjutant, American Legion, Post 41

2. CONSIDER APPROVAL OF CONSENT AGENDA

    A. Minutes from August 16, 2022 Regular Meeting

    B. Consider Claims

    C. Acknowledge Financial Reports from the month ending 7/31/2022

3. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING:

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 1st day of September 2022, Posted on the bulletin board in the lobby of the Clinton City Hall September 1, 2022 at 4:00 p.m.

_____

Not recorded

MINUTES OF RECREATIONAL AUTHORITY MEETING
AUGUST 16, 2022

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Recreational Authority City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, August 16, 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 August 12, 2022, at 10:00 a.m.

Chairman David Berrong called the meeting to order at 6:08 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: Nydia Campbell, Mike Smith
OTHERS: Gene McCullough, Joshua McGuire, Lana Johnston, Danny Tharp, Don Miller, Tracy Heerwald, Julie Caldwell, Don Miller, Dan Day, Paul Rinkel, Brett Russell, Craig Tucker, and others.

Dan Day 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 August 2, 2022

Motion was made by Trustee McComas and seconded by Trustee Dowdell that the 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:

A. Proposed EZ- GO Golf Cart Lease

Manager Johnston presented information regarding the proposed new EZ-GO Golf Cart Lease as the present lease ends in May 2023. We are anticipating a possible delay in delivery and are planning in advance and need to place our order for golf carts in advance

to have timely delivery. The Golf Advisory Board has recommended increasing from 30 carts to 36 carts. They would also recommend the carts be equipped with the GPS technology for geo fencing at an additional $18 per cart/month. This would provide additional security to keep the carts from the leaving the premises or driving onto the greens.

Additional proposals were presented with considerably more technology for the cart to have a screen to show the yardage of each hole and to be able to send messages to the carts from the club house at a more substantial monthly cost. Trustees provided input that the value of the extra technology did not exceed the costs. Johnston stated that for now the need is to ensure that we have carts at the time the lease is up with no interruption in service. The geo fencing feature could pay for itself on one incident.

The motion was made by Trustee Dowdell and seconded by Trustee Villanueva to approve the lease at this time for 36 carts and the basic package or PACE Shield for the carts leased.

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried

B. Supplemental Easement offer by AEP – A tract in the NE/4, Section 21, Township 4 Range 17W

City Manager Johnston presented the Supplemental Easement offer by AEP – A tract in the NE/4, Section 21, Township 4 Range 17W to the Authority for review and approval. He stated that AEP is doing upgrades to their transmission service which requires they acquire additional easements. They previously obtained a similar

The motion was made by Trustee McComas and seconded by Trustee Lloyd to approve Supplemental Easement offer by AEP – A tract in the NE/4, Section 21, Township 4 Range 17W.

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 (If any pursuant to Section 311.9 of the Oklahoma Open Meeting Act.)
None

AGENDA ITEME NO. 5: TRUSTEE REPORT
None

AGENDA ITEM NO. 6: MANAGER'S REPORT
None

AGENDA ITEM NO. 7: ADJOURNMENT

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

Chairman put the motion to a roll call vote:

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

Chairman declared the meeting adjourned at 6:21 p.m.

_____
Date Approved

_____
David D. Berrong, Chairman

(This item is placed on the agenda so the Authority, 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 items will be heard in regular order.)

PUBLIC NOTICE OF A REGULAR MEETING OF THE PUBLIC WORKS AUTHORITY TUESDAY, SEPTEMBER 6, 2022 AT 5:30 PM CLINTON CITY HALL

AGENDA

Source listing: 09/06/2022 Meetings
Original source: https://agendas.clintonok.gov/archive/2022/090622/launch.html
Original authority agenda: https://agendas.clintonok.gov/archive/2022/090622/AA090622.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/090622/HA090622.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/090622/IA090622.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/090622/PWA090622.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/090622/RA090622.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/090622/RM090622.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/090622/SW090622.htm

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

    A. Prayer
    Bobby Stewart, Adjutant, American Legion Post 41

2. CONSENT AGENDA

    A. Minutes of the August 2, 2022, Regular Meeting

    B. Consider Claims

    C. Acknowledge Financial Reports from the month ending 7/31/2022

3. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING:

    A. Consignment Auction Contract with DAKIL Auctioneers, Inc. to Dispose of J Joe Smith No. 1 and Heard No. 3-16 Wells, Both in Section 16, Township 12 North, Range 17 West, Custer County Oklahoma ;

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

5. TRUSTEES' 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 1st day of September 2022, Posted on the bulletin board in the lobby of the Clinton City Hall September 1, 2022 at 4:00 p.m.

_____

Not recorded

MINUTES OF CLINTON PUBLIC WORKS AUTHORITY MEETING
AUGUST 2, 2022

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Public Works Authority City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, August 2, 2022, at 5:30 p.m. A notice of this meeting was posted on the bulletin board in the lobby of Clinton City Hall on July 29, 2022, at 4:00 p.m.

Chairman David Berrong called the meeting to order at 5:55 p.m. with the following present:

CHAIRMAN: David Berrong
TRUSTEES: Patch McComas, Ernie Dowdell (absent), Arthur Lloyd, Ernesto Villanueva
MANAGER: Robert Johnston
CITY TREASURER: Debra Blanchard
CITY ATTORNEY: Ryan Meacham
CITY CLERK: Amy Jones
NEWS MEDIA: Nydia Campbell, Mike Smith
OTHERS: Gene McCullough, Jeff Johnson, Joshua McGuire, Lana Johnston, Danny & Patricia Tharp, Bobby & Judy Stewart, Tracy Yoder, and others.

Gene McCullough opened the meeting with prayer and Bobby Stewart, Post Commander, American Legion Post 41 led the Pledge of Allegiance.

AGENDA ITEM NO. 2: CONSENT AGENDA

A. Minutes of Regular Meeting of July 19, 2022
B. Consider Claims
C. Acknowledge Financial Reports from the month ending 06/30/2022
D. Budget Amendment supplemental appropriation to carryover equipment approved in FY21-22, not received by 6/30/22.

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

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried

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

A. **Resolution Number PW22-03- A Resolution of the Clinton Public Works**

Authority Requesting the City of Clinton Accept Responsibility for the Administration and Construction of the Chemical Feed Project

Manager Johnston noted that the contractor is moving in to commence the project so it is time to handle this administrative detail regarding tax exempt purchases.

Motion was made by Trustee McComas and seconded by Trustee Villanueva to approve the Resolution Number PW22-03- A Resolution of the Clinton Public Works Authority requesting the City of Clinton accept responsibility for administration and construction of the Chemical Feed Project.

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried

AGENDA ITEM NO. 4 NEW BUSINESS (If any, pursuant to Section 311.9 of the Oklahoma Open Meeting Act)

None

AGENDA ITEM NO. 5: TRUSTEE COMMENTS

None

AGENDA ITEM NO. 6: MANAGER COMMENTS

None

AGENDA ITEM NO. 7: ADJOURNMENT

Moved by Trustee McComas and seconded by Trustee Lloyd to adjourn the meeting.

Chairman put the motion to a roll call vote:

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

Chairman declared the meeting adjourned at 5:56 p.m.

_____
Date Approved

_____

David D. Berrong, Chairman

FUND: PUBLIC WORKS AUTHORI

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	TYLER TECHNOLOGIES	2308	DUE TO TYLER TECH E	INSITE TRANS FEES 4/22-6-2	488.75
	MGMT AND ENTERPRISE SERVICES	2307	DUE TO OK.GOV/CC TRA	PORTAL CHARGES CC JULY22	14.00
	BANCFIRST	1122	CASH - BOND ACCT 201	PAYMENT TO 2014 PWA BOND A	147,248.45
		1122	CASH - BOND ACCT 201	MONTHLY TRUSTEE FEE	166.67
				TOTAL:	147,917.87
WATER ADMINISTRATION	FOSS RESERVOIR M.C.D.	40701-2210	FOSS ASSESSMENT	MTHLY ASSESSMENT PER AG JU	86,523.65
	TYLER TECHNOLOGIES	40701-2020	DATA PROCESSING	INSITE TRANS FEES 4/22-6-2	1,017.50
	ENVIROTECH ENGINEERING & CON	40701-2224	OIL & GAS/WELL OPERA	JJ SMITH/HEARD PUMPING	715.00
		40701-2224	OIL & GAS/WELL OPERA	JJ SMITH/HEARD PUMPING	10.00
		40701-2225	ROYALTIES PAID	JJ SMITH/HEARD PUMPING	4,837.04
	RS MEACHAM CPAs & ADVISORS P	40701-2095	FINANCIAL AUDIT	FIN CONSULTANT FYE6/30/22	450.00
	CANUTE PUBLIC WORKS AUTHORIT	40701-2213	CANUTE WATER PURCHA	RAW WATER PURCHASE JULY22	22,333.95
	KAUTZ PUMPING, LLC	40701-2224	OIL & GAS/WELL OPERA	JJ SMITH/HEARD PUMPING JUN	700.00
		40701-2224	OIL & GAS/WELL OPERA	JJ SMITH/HEARD PUMPING AUG	700.00
	WEX BANK dba WRIGHT EXPRESS	40701-2425	FUEL, OIL, ETC.	FUEL USE	60.41
	OFFICE OF NATURAL RESOURCES	40701-2225	ROYALTIES PAID	TRIBAL ROYALTY PAID	684.00
				TOTAL:	118,031.55
WATER MAINTENANCE	ARTIC AIR REFRIG. INC.	40708-2130	FACILITIES REPAIR	RPR AC DIXON WELL HOUSE	310.00
	OKLAHOMA NATURAL GAS CO	40708-2080	NATURAL GAS SERVICE	NATURAL GAS SERVICES	20.72
	PIONEER SUPPLY CO, LLC	40708-2410	OPERATING SUPPLIES	TUBING AND REPAIR CLAMPS	512.90
		40708-3015	WATER METERS	12 WTR METERS	1,102.56
	PUBLIC SERVICE CO OF OK dba	40708-2075	ELECTRIC CHARGES	ELECTRIC SERVICE	8,117.11
		40708-2075	ELECTRIC CHARGES	ELECTRIC SERVICE	7,305.09
	MISCELLANEOUS V JEFFREY JACK	40708-2460	MISCELLANEOUS	JEFFREY JACK:RPLC MAILBOX	92.35
	MIKE MCFALL dba ELK CITY ENV	40708-2615	TRAINING & DEVELOPME	ODEQ WTR/WWTR TRNG J JACKS	150.00
	WEX BANK dba WRIGHT EXPRESS	40708-2425	FUEL, OIL, ETC.	FUEL USE	564.10
				TOTAL:	18,174.83
WATER TREATMENT	PUBLIC SERVICE CO OF OK dba	40710-2075	ELECTRIC CHARGES	ELECTRIC SERVICE	2,169.94
		40710-2075	ELECTRIC CHARGES	ELECTRIC SERVICE	2,025.39
	WATER TECH, INC	40710-2440	CHEMICALS	EARTH TECH CWTP	2,343.00
		40710-2440	CHEMICALS	SODIUM CHLORITE WTP	6,826.50
	WATER HOLDINGS ACQUISITION,	40710-2120	CONTRACTUAL SERVICES	SRV MAINT FEE RO WTP WWTP	38,615.92
		40710-2120	CONTRACTUAL SERVICES	EOY RPRS & MAINT CAP	16,303.76-
		40710-2120	CONTRACTUAL SERVICES	SRV MAINT FEE RO WTP WWTP	0.01
				TOTAL:	35,677.00
RO WTR TREATMENT PLANT	PUBLIC SERVICE CO OF OK dba	40715-2075	ELECTRIC CHARGES	ELECTRIC SERVICE	3,361.46
	F & H DRILLING SERV INC	40715-2046	EQUIP REPAIR & MAINT	INST NEW MOTOR DIXON/GC WE	14,589.90
	WATER TECH, INC	40715-2440	CHEMICALS	CALCIUM HYPOCHLORITE/PEROX	3,373.50
	WATER HOLDINGS ACQUISITION,	40715-2120	CONTRACTUAL SERVICES	SRV MAINT FEE RO WTP WWTP	6,275.00
				TOTAL:	27,599.86
WASTEWATER ADMINISTRAT	RS MEACHAM CPAs & ADVISORS P	40801-2095	FINANCIAL AUDIT	FIN CONSULTANT FYE6/30/22	450.00
				TOTAL:	450.00
WASTEWATER MAINTENANCE	WEX BANK dba WRIGHT EXPRESS	40808-2425	FUEL, OIL, ETC.	FUEL USE	564.10
				TOTAL:	564.10
WASTEWATER TREATMENT	BRENNTAG SOUTHWEST INC.	40810-2440	CHEMICALS	CHLORINE & SULFUR DIOXIDE	837.45
	PUBLIC SERVICE CO OF OK dba	40810-2075	ELECTRIC CHARGES	ELECTRIC SERVICE	11,219.44
		40810-2075	ELECTRIC CHARGES	ELECTRIC SERVICE	12,163.97

FUND: PUBLIC WORKS AUTHORI

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
	WATER HOLDINGS ACQUISITION,	40810-2120	CONTRACTUAL SERVICES	SRV MAINT FEE RO WTP WWTP	38,615.92
		40810-2120	CONTRACTUAL SERVICES	EOY RPRS & MAINT CAP	16,303.76-
				TOTAL:	46,533.02
PAC & CHEMICAL BLDG PR	POWELL'S SERVICE INC	42400-3060	PROJ CONST COSTS	PAC PROJ/LCT SEPTIC TANK/L	3,000.00
				TOTAL:	3,000.00
2014 REV BOND ISSUE	GARVER ENGINEERS LLC	42700-3050	PROJ ENGINEERING COS	CC WTR RESILICENCY STUDY	6,100.50
	HAWKINS, DELAFIELD, & WOOD,	42700-3055	PROJ ADMIN COSTS	PWA 2014 REV BOND TAX COUN	50,072.83
				TOTAL:	56,173.33

FUND: PUBLIC WORKS AUTHORI

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
WATER ADMINISTRATION	BALLARD'S OF CLINTON INC	40701-2045	VEHICLE REPAIR & MAI	PWA TRUCK FAN REPAIR	1,219.19
	AT&T	40701-2005	TELEPHONE	VOICE OVER TELEPHONE	40.08
	O'REILLY AUTOMOTIVE INC	40701-2045	VEHICLE REPAIR & MAI	TURN SIG BULB	6.17
	STANDLEY SYSTEMS, LLC	40701-2405	OFFICE SUPPLIES	PRINTER SERVICE AGREEMENT	181.54
	STANDFIELD PRINTING CO., INC	40701-2405	OFFICE SUPPLIES	OFFICE SUPPLIES	11.37
	STAPLES ADVANTAGE	40701-2405	OFFICE SUPPLIES	OFFC SUPP AND PAPER	90.49
	AMAZON.COM	40701-2045	VEHICLE REPAIR & MAI	PWD TRUCK SAFETY LIGHTS	113.96
		40701-2045	VEHICLE REPAIR & MAI	INVERTER	69.88
		40701-2045	VEHICLE REPAIR & MAI	VEHICLE SAFETY KIT	89.00
	VERIZON	40701-2020	DATA PROCESSING	PWA ADM DATA	170.08
	DOBSON TECHNOLOGIES TRANSPOR	40701-2020	DATA PROCESSING	INTERNET SERVICE	292.41
				TOTAL:	2,284.17
WATER MAINTENANCE	CLINTON LAUNDRY AND CLEANERS	40708-2435	UNIFORM SERVICE	UNIFORMS	67.96
		40708-2435	UNIFORM SERVICE	RFD ON UNIFORMS CTC ERROR	503.75-
	ELK SUPPLY CO INC	40708-2410	OPERATING SUPPLIES	SCREWS CLIPS CABLE MGMT	27.77
	CIRCLE S PAVING CO INC	40708-2485	STREET REPAIR & MAIN	WATER LEAK REPAIR	281.29
	OK DEPT OF ENVIRONMENTAL QUA	40708-2615	TRAINING & DEVELOPME	JJACKSON CLASS AND TEST	124.00
	CKENERGY ELECTRIC COOPERATIV	40708-2075	ELECTRIC CHARGES	DIXON WELL	583.24
		40708-2075	ELECTRIC CHARGES	CANYONS WEST	129.85
		40708-2075	ELECTRIC CHARGES	N WELL	37.52
		40708-2075	ELECTRIC CHARGES	BOOSTER PUMP JEHOVAH	41.82
	AT&T	40708-2005	TELEPHONE	VOICE OVER TELEPHONE	20.04
	MISCELLANEOUS V MISCELLANEOU	40708-2410	OPERATING SUPPLIES	MODELING SOFTWARE	299.00
	K & S TIRE INC	40708-2420	TIRES, BATTERIES, ET	NEW TIRE 2012 FORD PU	391.04
		40708-2420	TIRES, BATTERIES, ET	REPAIR FLAT 2022 FORD F150	17.50
	CELLULAR NETWORK PARTNERSHIP	40708-2005	TELEPHONE	ON CALL CELL PHONE	19.16
	ATWOODS	40708-2410	OPERATING SUPPLIES	SHOVELS AND PICKS	109.95
	AMAZON.COM	40708-2046	EQUIP REPAIR & MAINT	VEHICLE CLEANING SUPPLY	203.99
		40708-2410	OPERATING SUPPLIES	TOOLS	25.68
				TOTAL:	1,876.06
RO WTR TREATMENT PLANT	CKENERGY ELECTRIC COOPERATIV	40715-2075	ELECTRIC CHARGES	RADIO TRANSMITTER	37.26
		40715-2075	ELECTRIC CHARGES	CONCRETE VAULT METER	37.38
				TOTAL:	74.64
WASTEWATER MAINTENANCE	CLINTON LAUNDRY AND CLEANERS	40808-2435	UNIFORM SERVICE	UNIFORMS	67.96
	CELLULAR NETWORK PARTNERSHIP	40808-2005	TELEPHONE	ON CALL CELL PHONE	19.17
				TOTAL:	87.13

Robert Johnston

From: Luke Adams <ladams@tisdalohara.com>
Sent: Monday, August 22, 2022 4:55 PM
To: Ryan Meacham; Robert Johnston
Subject: FW: Clinton Public Works Authority - Working Interest
Attachments: Consignment Contract BP.doc

See attached for Dakil's contract for selling CPWA's working interest at auction. I will get the other requested information to her.

Thanks,
Luke

From: Susan Dakil <susan@dakil.com>
Sent: Monday, August 22, 2022 3:20 PM
To: Luke Adams <ladams@tisdalohara.com>
Subject: RE: Clinton Public Works Authority - Working Interest

Luke:

I would be happy to work with you on this project. However I will need a lot more info. In addition to the working interest percentages, I will need to get the net revenue percentage. What are the expenses attributable to this interest?
Also, in the Joint Operating Agreement for these wells there may be a clause where the Clinton Public Works must obtain the approval or the option for the other working interest participants to become the operator.

I look forward to hearing from you.

Susan Dakil

From: Luke Adams [mailto:ladams@tisdalohara.com]
Sent: Friday, August 19, 2022 11:40 AM
To: susan@dakil.com
Cc: Luke Adams
Subject: Clinton Public Works Authority - Working Interest

Mrs. Dakil,

We represent the Clinton Public Works Authority. Our client operates the J. Joe Smith No. 1 and Heard No. 3-16 wells, both located in Section 16, Township 12 North, Range 17 W.I.M., Custer County, Oklahoma. They own the following working interests in each: J. Joe Smith – 20% and Heard – 50%.

Our client desires to list these interests at auction. Please send your proposed contract and call me at your convenience to discuss.

Thank you,

Luke Adams, OBA #20602
Tisdal & O'Hara, PLLC
814 Frisco Avenue

CONSIGNMENT AUCTION CONTRACT

This Auction Contract entered into this _____ day of _____, 2022, between _____ of _____, Phone _____, hereinafter called OWNER and DAKIL AUCTIONEERS, INC. Oklahoma County, Oklahoma, a corporation, hereinafter called AUCTIONEER.

OWNER and AUCTIONEER hereby agree that AUCTIONEER shall sell the following described property belonging to the OWNER at public auction at 200 N. W. 114th Street, Oklahoma City, Oklahoma on or about the _____ day of _____, 2022. The property described below shall be sold to the highest bidder without minimum price, reservations, bid-ins or buy-backs.

PROPERTY TO BE SOLD BY AUCTIONEER

TITLES AND ENCUMBRANCES: OWNER represents that he owns good and valid title to the property to be sold and that he has the right to sell and convey such property free and clear of liens and encumbrances. OWNER agrees to indemnify AUCTIONEER for any liability arising from the failure of title or representations made by any party concerning the sale property. OWNER grants to AUCTIONEER a lien on the above described property with power of sale as is set out to secure AUCTIONEER for all funds advanced by AUCTIONEER for expenses of make-ready and sale, advertising, commission, and all other funds advanced to or for the benefit of OWNER in connection therewith.

ADVERTISING: AUCTIONEER shall advertise and promote the sale in what it considers to be the best interest of OWNER. OWNER agrees to pay for prorated share of said advertising and promotion. AUCTIONEER agrees to advance the above amount for OWNER'S account and OWNER agrees that AUCTIONEER shall be reimbursed for same from the proceeds of the sale. It is specifically agreed that each and every item advertised in the sale can be sold at auction only and not before sale date.

COMMISSION: OWNER shall pay to AUCTIONEER for its service a commission of _____% of the gross receipts of the sale from all sales made during the period of this contract whether such sales are made at auction, by private treaty, or otherwise. This contract constitutes an exclusive listing with AUCTIONEER of OWNER'S properties from date of execution of the contract until the listed properties are sold. AUCTIONEER shall charge a Buyer's Premium to be paid by the individual buyers and shall be retained by the AUCTIONEER.

CLOSING ARRANGEMENTS: OWNER and AUCTIONEER agree that all checks shall be made payable to DAKIL AUCTIONEERS, INC., AUCTIONEER will remit to OWNER his portion of the proceeds of the sale on or between twenty (20) banking days following completion of the auction. AUCTIONEER may at its option resell any item not paid for. AUCTIONEER shall have no risk of loss and no liability for non-collectible funds. AUCTIONEER will pursue collection of non-collectible funds.

RISK OF LOSS: OWNER agrees to hold AUCTIONEER harmless from any or bodily injury before, during, or after auction.

BREACH: This agreement is not subject to cancellation without the written consent of both AUCTIONEER and OWNER. In the event OWNER should no longer desire to sell the property described in this contract through AUCTIONEER or should discontinue the sale before the same is complete for any reason within OWNER'S control, it is agreed that OWNER shall pay AUCTIONEER as liquidated damages, and not at penalty, an amount equal to the commission which AUCTIONEER would have received had the sale been held, said commission to be based on AUCTIONEER'S appraisal of the property, plus those expenses OWNER is obligated to pay as set out above. Due to the difficulty and inconveniences to AUCTIONEER of providing damages, including the loss of business reputation, and due to unfeasibility of AUCTIONEER'S otherwise obtaining an adequate remedy, OWNER agrees that the damages described above are reasonable. Should it be necessary for AUCTIONEER to institute suit and should AUCTIONEER recover damages, OWNER agrees to pay AUCTIONEER reasonable expenses and attorney's fees expended in said suit.

COMPLETENESS OF CONTRACT: This contract constitutes the whole agreement between the OWNER and AUCTIONEER and it supersedes all previous communications, representations, and agreements, verbal or written between OWNER and AUCTIONEER. Any modification to this contract must be in writing.

Signed this _____ day of _____, 2022.

_____
OWNER-

The above agreement is accepted by AUCTIONEER this _____ day of _____, 2022.

_____
Louis M. Dakil, President
DAKIL AUCTIONEERS, INC.

LIEN PROVISIONS

OWNER to secure the lien granted hereinabove and in consideration of ten and no/100 ($10.00) dollars and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby grant a security interest unto the AUCTIONEER, DAKIL AUCTIONEERS, INC. and to its successors and assigns the property which is subject to this Contract and described in said contract. This security interest is made to secure and force the payment of all advances of every nature heretofore or hereafter made by the AUCTIONEER to or for the benefit of the OWNER in connection with the performance of the Auction Agreement.

If default be made in the payment of any sum due AUCTIONEER hereunder or in performance of any agreement herein contained, the whole or the debt herein secured shall become due and payable, and may be collected by suit or by proceedings hereunder, and if said indebtedness is not paid when due, and is placed in the hands of an attorney for collection, then the owner shall be a reasonable attorney's fee and said fee shall be secured by this agreement.

In the event of default the AUCTIONEER shall have all rights and remedies granted in and law or equity under Oklahoma law and under the Oklahoma Commercial Code.

_____

OWNER

IA009/06/2022

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, SEPTEMBER 6, 2022 AT 5:30 PM CLINTON CITY HALL

AGENDA

Source listing: 09/06/2022 Meetings
Original source: https://agendas.clintonok.gov/archive/2022/090622/launch.html
Original authority agenda: https://agendas.clintonok.gov/archive/2022/090622/AA090622.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/090622/HA090622.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/090622/IA090622.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/090622/PWA090622.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/090622/RA090622.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/090622/RM090622.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/090622/SW090622.htm

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

    A. Prayer
    Bobby Stewart, Adjutant, American Legion Post 41

2. CONSIDER APPROVAL OF CONSENT AGENDA

    A. Minutes from the August 16, 2022, Regular Meeting

    B. Consider Claims

    C. Acknowledge Financial Reports from the month ending 07/31/2022

3. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING:

    A. “Contract for the Sale and Purchase of Real Estate” Offer from Public Service Company of OK (PSO) for Approx. 25 A. in the NE/4 of Section 34, Township 12 North, Range 17 West ;

B. “Supplemental Easement and Right of Way” Agreement with Public Service Company of Oklahoma (PSO) – Lots 6 through 13, Block12, Original Townsite of Clinton ;

C. “Supplemental Easement and Right of Way” Agreement with Public Service Company of Oklahoma (PSO), Lot 3, Block 12, Original Townsite of Clinton

D. “Supplemental Easement and Right of Way” Agreement with Public Service Company of Oklahoma (PSO), Lots 1, 2, 4 & 5, Block 12, Original Townsite of Clinton .

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 1st day of September 2022, Posted on the bulletin board in the lobby of the Clinton City Hall September 1, 2022 at 4:00 p.m.

_____

Not recorded

MINUTES OF INDUSTRIAL AUTHORITY MEETING
AUGUST 16, 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, August 16, 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 August 12, 2022, at 10:00 a.m.

Chairman David Berrong called the meeting to order at 6:05 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: Nydia Campbell, Mike Smith
OTHERS: Gene McCullough, Joshua McGuire, Lana Johnston, Danny Tharp, Don Miller, Tracy Heerwald, Julie Caldwell, Don Miller, Dan Day, Paul Rinkel, Brett Russell, Craig Tucker, and others.

Dan Day 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 August 2, 2022

Motion was made by Trustee Dowdell and seconded by Trustee Villanueva that Consent Agenda Items be approved.

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

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

A. Meeting/Event Grant Application – C-Town Girls Softball League $5,0000

Clinton Chamber of Commerce Chairman Tracy Heerwald presented the Meeting/Event

Grant Application from the C-Town Girls Softball League for $5,000. The funding request helps to support the league through purchase of softball supplies, awards, equipment, umpire, field equipment, improves to the fields such as awnings and fencing. The Grant will allow for lower league fees which in turn allows teams from further distant to come to Clinton to play. The application was reviewed by the Authority Members.

The motion was made by Trustee McComas and seconded by Trustee Dowdell to approve the grant request of $5,000 to the C-Town Girls Softball League.

Chairman put the motion to a roll call vote:

Aye: Dowdell, McComas, Lloyd, 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: MANAGER'S REPORT
None

AGENDA ITEM NO. 7: AUDIENCE PARTICIPATION (According to Audience Participation Decorum Guidelines at Clinton City Council Public Meetings effective: 2/14/2017)
None

AGENDA ITEM NO. 8: ADJOURNMENT

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

Chairman put the motion to a roll call vote:

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

Chairman declared the meeting adjourned at 6:07 p.m.

_____
Date Approved

_____
David D Berrong, Chairman

FUND: CLINTON INDUSTRIAL A

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	RS MEACHAM CPAs & ADVISORS P	40000-2095	FINANCIAL AUDIT	FIN CONSULTANT FYE6/30/22	90.00
	JIMMIE JOHNSON REAL ESTATE	40000-2085	PROFESSIONAL SERVICE	BPO SRV/F FOR LIFE LAND AP	250.00
				TOTAL:	340.00
CONF CTR OPERATION	CHAMBER OF COMMERCE	41508-2120	CONTRACTUAL SERVICES	FACILITIES MANAGEMENT AGR	11,550.00
	OKLAHOMA NATURAL GAS CO	41508-2080	NATURAL GAS CHARGES	NATURAL GAS SERVICES	156.98
	CITY OF CLINTON	41508-2060	WATER CHARGES	WATER BILL CONF CENTER	636.74
		41508-2065	SEWER CHARGES	SEWER BILL CONF CENTER	169.98
		41508-2070	GARBAGE CHARGES	GARBAGE CHARGES CONF CENTE	165.60
		41508-2460	MISCELLANEOUS	FEES CONF CENTER	10.70
	PUBLIC SERVICE CO OF OK dba	41508-2075	ELECTRIC CHARGES	ELECTRIC SERVICE	3,866.43
		41508-2075	ELECTRIC CHARGES	ELECTRIC SERVICE	5,064.25
	FREDDIE HILL dba JUST ADD WA	41508-2130	FACILITIES REPAIR	NEW RAIN BOND CONTROLLER F	693.75
		41508-2470	FACILITIES MAINTENAN	REPLACED SPRINKLER HEADS F	389.70
	GREAT PLAINS COUNTRY	41508-2605	DUES, SUBSCRIPTIONS,	MEMBERSHIP DUES	125.00
	RS MEACHAM CPAs & ADVISORS P	41508-2095	FINANCIAL AUDIT	FIN CONSULTANT FYE6/30/22	90.00
	SYMMETRY ENERGY SOLUTIONS, L	41508-2080	NATURAL GAS CHARGES	NATURAL GAS SERVICES	46.02
				TOTAL:	22,965.15
LAND/CIC	PUBLIC SERVICE CO OF OK dba	45700-2075	ELECTRIC CHARGES	ELECTRIC SERVICE	47.98
		45700-2075	ELECTRIC CHARGES	ELECTRIC SERVICE	47.59
				TOTAL:	95.57
TOURISM FUNDS	C-TOWN GIRLS SOFTBALL ASSOCI	45800-2629	TOURISM PROMOTION GR	GLS SOFTBALL/GRNT APP 8/16	5,000.00
				TOTAL:	5,000.00

FUND: CLINTON INDUSTRIAL A

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
CONF CTR OPERATION	CLINTON DAILY NEWS	41508-2016	ADVERTISING	AD FOR PATRIOT EDITION	252.00
	AT&T	41508-2005	TELEPHONE	VOICE OVER TELEPHONE	64.86
	TERMINIX INTERNATIONAL	41508-2120	CONTRACTUAL SERVICES	PEST CONTROL FRISCO CENTER	60.00
	WRIGHT BROADCASTING	41508-2016	ADVERTISING	JULY RADIO ADS	914.00
	KECO	41508-2016	ADVERTISING	RADIO ADS FOR JULY	810.00
	EVENT PRO SOFTWARE	41508-2605	DUES, SUBSCRIPTIONS,	SUBSCP TO MTG SOFTWARE	1,011.49
	MULTIVIEW, INC. USA	41508-2605	DUES, SUBSCRIPTIONS,	LISTING IN MTG PLANNR GUID	695.00
	iHEART MEDIA ENTERTAINMENT,	41508-2016	ADVERTISING	RADIO ADS	2,525.00
	PROSTAR OKLAHOMA INC. dba PA	41508-2410	OPERATING SUPPLIES	ICE MACH CLEAN AND FILTERS	747.50
		41508-2410	OPERATING SUPPLIES	COFFEE POT RENTAL FEE	80.56
	DOBSON TECHNOLOGIES TRANSPOR	41508-2020	DATA PROCESSING	INTERNET SERVICE	73.10
				TOTAL:	7,233.51

========== FUND TOTALS ==========

100	GENERAL FUND	32,119.88
700	PUBLIC WORKS AUTHORITY	4,322.00
710	SOLID WASTE AUTHORITY	25,206.15
720	CLINTON AIRPORT AUTHORITY	242.96
740	CLINTON INDUSTRIAL AUTH.	7,233.51
	GRAND TOTAL:	69,124.50

CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE

This Contract for the Sale and Purchase of Real Estate (this "Contract") 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"), hereby agree as follows:

1. Property to be Conveyed.

(a) Fee. Seller agrees to sell and Buyer agrees to purchase the surface only of approximately 25 acres of land, situated in the Northeast Quarter of Section 34, Township 12N, Range 17W, in the City of Clinton, County of Custer, State of Oklahoma. The approximate location of the 25 acre tract is shown on Exhibit A, attached hereto and made a part hereof.

The real property is hereinafter referred to as the "Premises".

2. Purchase Price. The purchase price for the Premises shall be Three Hundred Twelve Thousand Five Hundred Dollars ($312,500.00) (the "Purchase Price"). The Purchase Price shall be payable in the following manner:

(a) Buyer agrees to pay Ten Thousand Dollars ($10,000.00) within ten (10) days following Buyer's execution of this Contract, 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.

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

3. 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 Title Company for the closing of this transaction and that will enable the Title Company to delete the standard exceptions to title from the Title Commitment.

4. Due Diligence Review. During the Due Diligence Period, 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. The "Due Diligence Period" shall commence on the Effective Date of this Contract and shall terminate one hundred eighty (180) days thereafter. During the Due Diligence Period, 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 Contract, 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 Due Diligence Period, 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 Contract. In the event Buyer elects to terminate this Contract, Buyer shall be entitled to receive a prompt refund of the Deposit.

v. If Buyer fails to notify Seller within the Due Diligence Period 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 Due Diligence Period, 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 communication 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.

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 Contact. In the event Buyer elects to terminate this Contract, 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. 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, at its option, may elect to terminate this Contract, and Buyer shall be entitled to a prompt refund of the Deposit.

5. Default. If this Contract is terminated or canceled pursuant to Paragraph 4, Due Diligence Review or 10, Risk of Loss hereof, this Contract 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 close for any reason other than those provided for under Paragraph 4 or 10 hereof, then Seller shall be entitled to retain the Deposit as liquidated damages, thereby releasing both parties from any further obligation under this Contract. 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.

6. Closing. The date for delivery of the Deed and the closing of this transaction shall be tentatively set as two hundred ten days (210) from the Effective Date, 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.

7. 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.

8. Taxes, Assessments and Closing Costs. Seller shall pay or credit on 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 title commitment, title insurance, environmental assessment and survey costs as set forth in Paragraph 4 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.

9. Condition of Premises. Seller states to the best of Seller's knowledge, information and belief that: (a) there are no underground storage tanks located on the Premises; (b) 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; and (c) 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 Contract.

10. Risk of Loss. Risk of loss to the Premises from fire or other casualty or reason of condemnation shall be borne by Seller until the Closing. If the Premises are 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, or if a portion of the Premises are taken through condemnation proceedings or are transferred voluntarily in lieu thereof, Buyer may cancel this Contract, 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.

11. Escrow. Buyer and Seller hereby agree that:

(a) The terms contained in Paragraph 5 Default of this Contract 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.

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

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

14. Survival of Representations and Warranties. This Contract 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.

15. 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.

16. Effective Date. The Effective Date of this Contract shall be the last date this Contract is signed by Buyer or Seller.

17. 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 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:	Clinton Industrial Authority ATTN: David Berrong, Chairman P.O. Box 1177 Clinton, OK 73601 Phone: 580-323-0265 E-mail: amy.jone@clintonok.gov
With copy to:	_____ _____

18. Governing Law. This Contract shall be governed by the laws of the state of where the Premises is located.

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

20. Confidentiality. For a period of twenty-four (24) months after the date of this Contract, Buyer and Seller agree not to disclose the contents of this Contract 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 Contract 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__.

Clinton Industrial Authority

By: _____

Name: David Berrong
Title: Chairman

Dated by Buyer _____

Public Service Company of Oklahoma, a Oklahoma corporation

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


Exhibit "A"
Legend
Proposed Purchase
Approximate Acreage: 25.88
Feet
0
300
600
Disclaimer: This drawing is not an actual survey, and is for general information purposes only.
AMERICAN ELECTRIC POWER
N
W
E
S

1728072.1

PUBLIC SERVICE COMPANY OF OKLAHOMA
An AEP Company

TRC

received
8-26-22 aaj

8/25/2022

IMPORTANT INFORMATION ABOUT YOUR PROPERTY
Clinton Industrial Authority
PO Box 1177
Clinton, OK 73601

Re: Clinton - Foss Tap Transmission Line Rebuild Project Supplemental Easement Offer

Dear Landowner,

You are receiving this letter because you own property or live in the area that's part of Public Service Company of Oklahoma's (PSO) Clinton - Foss Tap Transmission Line Rebuild Project. The project involves:

- Updating about 13 miles of 69-kilovolt (kV) transmission line in or near existing easements between the Foss Water Treatment Plant Substation and an existing power line near the intersection of County Road N2240 and County Road E1030 in northwest Clinton
- Updating about 5 miles of 69-kV transmission line in or near existing easements between the Clinton Junction Substation, located off E1060 Road south of Clinton, and the Clinton City Substation, located off East Orient Avenue

In preparation for this project, PSO representatives look to supplement an existing easement on your property to meet updated standards for the safe construction, operation and maintenance of the transmission line.

As part of this process, PSO representatives ask that you please:

- Review the enclosed Supplemental Easement Offer, which modifies the company's rights on your property
- Review the enclosed Survey Exhibit, which displays the approximate location of the easement
- Review the enclosed Easement Payment Schedule, which includes PSO's offer based on its assessed value, and W-9
- Complete the enclosed Special Conditions Report. This alerts us to gates, pets, children, septic systems and other things on your property that we should be aware of

TRC Companies, Inc., serves as PSO's right-of-way representative for this project. Next steps include an agent contacting you soon to discuss your offer. As a result of the COVID-19 pandemic, TRC right-of-way agents are limiting in-person visits with customers during this process to ensure the public's safety and health.

After talking with an agent, please sign and date each document, have the Supplemental Easement Offer notarized, and return all documents in the enclosed self-addressed, stamped envelope.

You can then expect a check in the agreed-upon amount along with a copy of the fully-executed easement documents.

PUBLIC SERVICE COMPANY OF OKLAHOMA
An AEP Company

TRC

Please contact me at 405-313-0413 or SOSutton@trccompanies.com if you have any questions. Thank you in advance for your prompt response.

Sincerely,

Oliver Sutton
Right-of-Way Agent
TRC Companies, Inc., represents PSO

Enclosures: Supplemental Easement Offer, Survey Exhibit, Easement Payment Schedule and W-9

Line Name: Clinton Natural Gas Tap
Easement No.: 1C
Line No.: TLN114:0626

SUPPLEMENTAL EASEMENT AND RIGHT OF WAY

THIS SUPPLEMENTAL EASEMENT AND RIGHT OF WAY made by and between Clinton Industrial Authority, an Oklahoma Municipal Trust, whose address is P.O. Box 1177 ("Grantor"), whether one or more persons, and Public Service Company of Oklahoma, an Oklahoma corporation, being a unit of American Electric Power, whose principal business address is 1 Riverside Plaza, Columbus, Ohio 43215 ("AEP").

WHEREAS, AEP has electrical facilities built in 1965 upon a right of way across the property of the Grantor situated in the State of Oklahoma, Custer County, described as being situate in part of Lot 3, Block 12, Original Townsite of Clinton, being the same premises as described in Document Number I-2018-001837 (Parcel No. 0720-00-012-003-0-000-00); said facilities have been in place approximately 50 years (" Facilities"); and

WHEREAS, Grantor is the successor in interest to all or part of the lands affected by the Original Facilities.

NOW, THEREFORE, in consideration of the sum of Ten and NO/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which Grantor hereby acknowledges, the Grantor hereby grants and conveys and warrants to AEP this Supplemental Easement and Right of Way ("Easement") for electric transmission, distribution, and communication lines and appurtenant equipment and fixtures to allow for the rebuilding of the line across the property of Grantor set forth above, as follows:

The Easement Area shall be revised to be as more fully described and depicted on Exhibit "A", a copy of which is attached hereto and made a part hereof ("Easement Area").

GRANTOR FURTHER GRANTS AEP THE FOLLOWING RIGHTS

The right, now and in the future, to construct, reconstruct, operate, maintain, alter, improve, extend, inspect, patrol, protect, repair, remove, replace, upgrade and relocate within the Easement Area, poles, towers, and structures, made of wood, metal, concrete or other materials, and crossarms, guys, anchors, grounding systems, and all other appurtenant equipment and fixtures, and to string conductors, wires and cables ("Facilities"); together with the right to add to said Facilities from time to time, and the right to do anything necessary, useful or convenient for the enjoyment.

The right, in AEP's discretion, to cut down, trim, remove, and otherwise control, using herbicides or tree growth regulators or other means any and all trees, overhanging branches, vegetation and brush situated within the Easement Area. AEP shall also have the right to cut down, trim or remove trees situated on lands of Grantor which adjoin the Easement Area when in the opinion of AEP those trees may endanger the safety of, or interfere with the construction, operation or maintenance of Facilities or ingress or egress to, from or along the Easement Area.

The right of unobstructed ingress and egress, at any and all times, over, across and along and upon the Easement Area, and across the adjoining lands of Grantor as may be necessary for access to and from the Easement Area for the above referenced purposes.

THIS GRANT IS SUBJECT TO THE FOLLOWING CONDITIONS:

In no event shall Grantor, its heirs, successors, and assigns plant or cultivate any trees or place, construct, install, erect or permit any temporary or permanent building, structure, improvement or obstruction including but not limited to, storage tanks, billboards, sign, sheds, dumpsters, light poles, water impoundments, above ground irrigation systems, swimming pools or wells, or permit any alteration of the ground elevation, over, or within the Easement Area. AEP may, at Grantor's cost, remove any structure or obstruction if placed within the Easement Area, and may re-grade any alterations of the ground elevation within the Easement Area.

AEP agrees to repair or pay the Grantor for actual damages sustained by Grantor to crops, fences, gates, irrigation and drainage systems, drives, or lawns that are permitted herein, when such damages arise out of AEP's exercise of the rights herein granted.

The failure of AEP to exercise any of the rights granted herein, or the removal of any Facilities from the Easement Area, shall not be deemed to constitute an abandonment or waiver of the rights granted herein.

Except as supplemented and amended herein, the Easement shall remain in full force and effect, and contains the complete agreement, express and implied between the parties herein and shall inure to the benefit of and be binding on their respective successors, assigns, heirs, executors, administrators, lessees, tenants, and licensees.

This Easement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

Any remaining space on this page left intentionally blank. See next page for signatures.

GRANTOR

Clinton Industrial Authority, an Oklahoma Municipal Trust

By: _____

Title: _____

STATE OF OKLAHOMA)

COUNTY OF CUSTER)

This Instrument was acknowledged before me on the _____ day of _____, 2021, by _____, as _____ of Clinton Industrial Authority, an Oklahoma Municipal Trust, for and on behalf of the company/trust.

_____
Notary Public

_____
Notary Public (Print/Type Name)

My Commission Expires: _____

This Instrument Prepared by Kenneth E. McDonough, Assistant General Counsel – Real Estate, American Electric Power Service Corporation, 1 Riverside Plaza, Columbus, OH 43215- for and on behalf of Public Service Company of Oklahoma, an Oklahoma corporation, a unit of American Electric Power.

EXHIBIT "A"

BEING A TRACT OF LAND SITUATED IN THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 12 NORTH, RANGE 17 WEST OF THE INDIAN MERIDIAN, CUSTER COUNTY, OKLAHOMA, AND BEING PART OF LOT 3, BLOCK 12 OF THE ORIGINAL TOWNSITE OF CLINTON ACCORDING TO THE PLAT RECORDED IN BOOK 07, PAGE 491 OF THE DEED RECORDS OF CUSTER COUNTY, OKLAHOMA (D.R.C.C.O.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3, FROM WHICH A 1/2-INCH IRON ROD FOUND AT THE EAST 1/4 CORNER OF SAID SECTION 14 BEARS SOUTH 44 DEGREES 25 MINUTES 02 SECONDS EAST, A DISTANCE OF 1,047.35 FEET;

THENCE NORTH 89 DEGREES 36 MINUTES 06 SECONDS WEST, ON ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 24.98 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3 TO A POINT FOR CORNER;

THENCE NORTH 00 DEGREES 28 MINUTES 43 SECONDS EAST, ON AND ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 29.23 FEET TO A POINT FOR CORNER, FROM WHICH A 3-INCH BRASS CAP FOUND AT THE NORTHEAST CORNER OF SAID SECTION 14 BEARS NORTH 22 DEGREES 55 MINUTES 05 SECONDS EAST, A DISTANCE OF 2,021.89 FEET;

THENCE SOUTH 87 DEGREES 22 MINUTES 00 SECONDS EAST, LEAVING SAID WEST LINE, A DISTANCE OF 25.00 FEET TO THE EAST LINE OF SAID LOT 3 TO A POINT FOR CORNER;

THENCE SOUTH 00 DEGREES 28 MINUTES 43 SECONDS WEST, ON AND ALONG SAID EAST LINE, A DISTANCE OF 28.26 FEET, BACK TO THE **POINT OF BEGINNING**, CONTAINING 0.016 OF AN ACRE OF LAND, MORE OR LESS.

BEARING BASIS: BEARINGS SHOWN HEREON ARE GRID, BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NAD 83(2011), NORTH ZONE. ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES, DERIVED USING A COMBINED SCALE FACTOR OF 1.00005981326313.

THIS SURVEY MEETS THE MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

Jason Sullivan 8/9/22

JASON SULLIVAN
PLS# 1791
SURVEYING AND MAPPING, LLC.



Line Name: Clinton Natural Gas Tap

Line No.: TLN114:0626 **Easement No.:** 1C

EASEMENT PAYMENT SCHEDULE

THE UNDERSIGNED:

GRANTOR: Clinton Industrial Authority
ADDRESS: PO Box 1177, Clinton, OK, 73601

HEREBY OFFER to accept amount as determined in accordance with the schedule below in full payment of the Easement and Right of Way for an electric transmission, distribution and communication lines, being, in, on, over, under, through and across the land of the Undersigned under an easement dated _____, 2022 from the Undersigned to the Company, to wit:

PAYMENT SCHEDULE

Easement Acquisition Cost Description:	**Easement Paid**	**Damages Paid**
Easement Consideration Paid - 0.016 Acres +/- @ $3,500.00 Flat Fee	$3,500.00	
Part of Lot 3, Block 12, Original Townsite of Clinton, Custer County, State of Oklahoma.		
Sub-Totals	$3,500.00	$0.00
Total Consideration includes Initial Consideration Paid		$3,500.00

The amounts so determined are full payment for the Easement and Right of Way. Any construction damages will be paid separately unless noted above.

Accepted on _____, 2022

TRC Pipeline Services, LLC Contract Agent for:

Public Service Company of Oklahoma

By: _____

Field Agent: _____

Signed on _____, 2022

GRANTOR

By: _____
Clinton Industrial Authority

Attach Required W-9

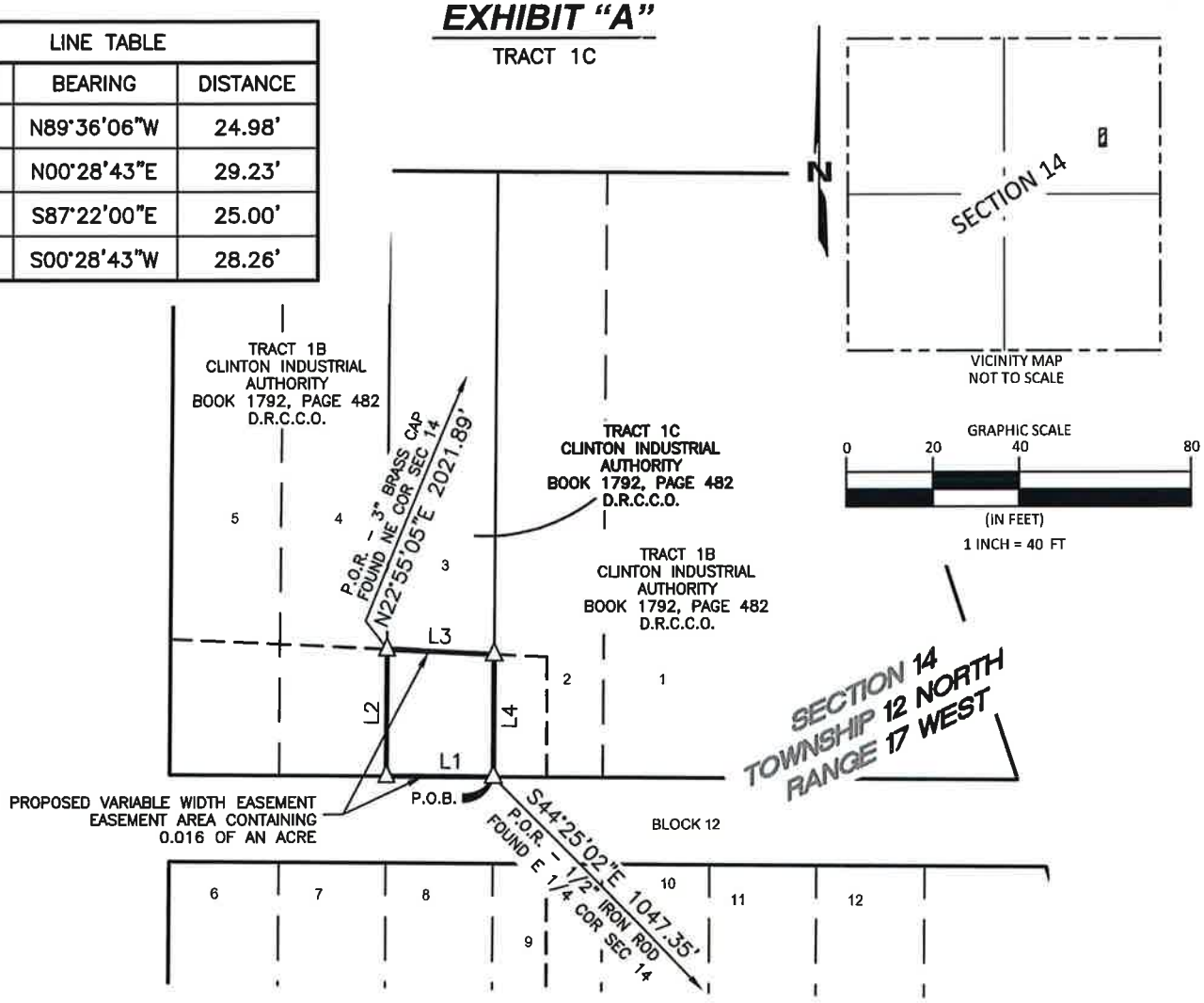
For Office Use Only:

GL	PCBU	Project BPID	Work Order	Account	Dept.	CC	Act	ZIP CODE
114	**TRANS**	**A20003004**	**T10130438001**	**1070001**	**10425**	**942**	**412**	**73601**

EXHIBIT "A"

TRACT 1C

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N89°36'06"W	24.98'
L2	N00°28'43"E	29.23'
L3	S87°22'00"E	25.00'
L4	S00°28'43"W	28.26'



LEGEND

D.R.C.C.O.	DEED RECORDS, CUSTER COUNTY, OKLAHOMA
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
△	CALCULATED POINT
▭	EASEMENT AREA
— — — —	SECTION LINE
— — — —	1/4 SECTION LINE
———	SUBJECT PROPERTY LINE
———	PROPERTY LINE
- - - - -	PROPOSED EASEMENT
———	STATUTORY RIGHT OF WAY

LICENSED PROFESSIONAL LAND SURVEYOR
JASON SULLIVAN
1791
OKLAHOMA

Jason Sullivan 8/9/22

JASON SULLIVAN DATE
PLS #1791
C.O.A. #4216 EXPIRES: 6/30/2023

NOTES:

1. THIS EXHIBIT DOES NOT REFLECT ANY UNDERGROUND UTILITIES, EASEMENT OF RECORD OR OTHER ENCUMBRANCES THAT MAY AFFECT THE SUBJECT TRACT.
2. REFERENCE IS MADE TO THE DESCRIPTION OF EVEN DATE ACCOMPANYING THIS SKETCH.
3. BEARING BASIS: BEARINGS SHOWN HEREON ARE GRID, BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE.
4. ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES, DERIVED USING A COMBINED SCALE FACTOR OF 1.00005981326313.

THIS SURVEY PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ESTABLISHED BY THE OKLAHOMA STATE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

SAM™

1341 W. Mockingbird Lane,
Suite 400W, Dallas, TX 75247
Ph: (214) 631-7888 Fax: (214) 631-7103
EMAIL: SAM@SAM.BIZ

SURV. PROJ. NUMBER: 1021060452

LINE NAME: CLINTON JUNCTION - CLINTON
NEW LINE NUMBER: TLN114:0626
EASEMENT NUMBER: 1C

AMERICAN ELECTRIC POWER COMPANY

EASEMENT ACROSS THE LANDS OF
CLINTON INDUSTRIAL AUTHORITY
CONTAINING 0.016 OF AN ACRE

SECTION 14, TOWNSHIP 12 NORTH, RANGE 17 WEST
INDIAN MERIDIAN, CUSTER COUNTY, OKLAHOMA

SCALE: 1"=40'	SITE VISIT: 05/04/2021	DRAWN: CC	PAGE: 01 OF 02

\\SAMINC\DAL\PROJECTS\1021060452\100\SURVEY\03EXHIBITS\60452-EX-TRACT_1C.DWG

PUBLIC SERVICE COMPANY OF OKLAHOMA
An AEP Company

TRC

receive 8-26-22 aij

8/25/2022

IMPORTANT INFORMATION ABOUT YOUR PROPERTY
Clinton Industrial Authority
PO Box 1177
Clinton, OK 73601

Re: Clinton - Foss Tap Transmission Line Rebuild Project Supplemental Easement Offer

Dear Landowner,

You are receiving this letter because you own property or live in the area that's part of Public Service Company of Oklahoma's (PSO) Clinton - Foss Tap Transmission Line Rebuild Project. The project involves:

- Updating about 13 miles of 69-kilovolt (kV) transmission line in or near existing easements between the Foss Water Treatment Plant Substation and an existing power line near the intersection of County Road N2240 and County Road E1030 in northwest Clinton
- Updating about 5 miles of 69-kV transmission line in or near existing easements between the Clinton Junction Substation, located off E1060 Road south of Clinton, and the Clinton City Substation, located off East Orient Avenue

In preparation for this project, PSO representatives look to supplement an existing easement on your property to meet updated standards for the safe construction, operation and maintenance of the transmission line.

As part of this process, PSO representatives ask that you please:

- Review the enclosed Supplemental Easement Offer, which modifies the company's rights on your property
- Review the enclosed Survey Exhibit, which displays the approximate location of the easement
- Review the enclosed Easement Payment Schedule, which includes PSO's offer based on its assessed value, and W-9
- Complete the enclosed Special Conditions Report. This alerts us to gates, pets, children, septic systems and other things on your property that we should be aware of

TRC Companies, Inc., serves as PSO's right-of-way representative for this project. Next steps include an agent contacting you soon to discuss your offer. As a result of the COVID-19 pandemic, TRC right-of-way agents are limiting in-person visits with customers during this process to ensure the public's safety and health.

After talking with an agent, please sign and date each document, have the Supplemental Easement Offer notarized, and return all documents in the enclosed self-addressed, stamped envelope.

You can then expect a check in the agreed-upon amount along with a copy of the fully-executed easement documents.

Please contact me at 405-313-0413 or SOSutton@trccompanies.com if you have any questions. Thank you in advance for your prompt response.

Sincerely,

Oliver Sutton
Right-of-Way Agent
TRC Companies, Inc., represents PSO

Enclosures: Supplemental Easement Offer, Survey Exhibit, Easement Payment Schedule and W-9

Line Name: Clinton Natural Gas Tap
Easement No.: 1A
Line No.: TLN114:0626

SUPPLEMENTAL EASEMENT AND RIGHT OF WAY

THIS SUPPLEMENTAL EASEMENT AND RIGHT OF WAY made by and between Clinton Industrial Authority, an Oklahoma Municipal Trust, whose address is P.O. Box 1177 ("Grantor"), whether one or more persons, and Public Service Company of Oklahoma, an Oklahoma corporation, being a unit of American Electric Power, whose principal business address is 1 Riverside Plaza, Columbus, Ohio 43215 ("AEP").

WHEREAS, AEP has electrical facilities built in 1965 upon a right of way across the property of the Grantor situated in the State of Oklahoma, Custer County, described as being situate in part of Lots 6 through 13, Block 12, Original Townsite of Clinton, being the same premises as described in Document Number I-2021-004177 (Parcel No. 0720-00-012-006-0-000-00); said facilities have been in place approximately 50 years (" Facilities"); and

WHEREAS, Grantor is the successor in interest to all or part of the lands affected by the Original Facilities.

NOW, THEREFORE, in consideration of the sum of Ten and NO/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which Grantor hereby acknowledges, the Grantor hereby grants and conveys and warrants to AEP this Supplemental Easement and Right of Way ("Easement") for electric transmission, distribution, and communication lines and appurtenant equipment and fixtures to allow for the rebuilding of the line across the property of Grantor set forth above, as follows:

The Easement Area shall be revised to be as more fully described and depicted on Exhibit "A", a copy of which is attached hereto and made a part hereof ("Easement Area").

GRANTOR FURTHER GRANTS AEP THE FOLLOWING RIGHTS

The right, now and in the future, to construct, reconstruct, operate, maintain, alter, improve, extend, inspect, patrol, protect, repair, remove, replace, upgrade and relocate within the Easement Area, poles, towers, and structures, made of wood, metal, concrete or other materials, and crossarms, guys, anchors, grounding systems, and all other appurtenant equipment and fixtures, and to string conductors, wires and cables ("Facilities"); together with the right to add to said Facilities from time to time, and the right to do anything necessary, useful or convenient for the enjoyment.

The right, in AEP's discretion, to cut down, trim, remove, and otherwise control, using herbicides or tree growth regulators or other means any and all trees, overhanging branches, vegetation and brush situated within the Easement Area. AEP shall also have the right to cut down, trim or remove trees situated on lands of Grantor which adjoin the Easement Area when in the opinion of AEP those trees may endanger the safety of, or interfere with the construction, operation or maintenance of Facilities or ingress or egress to, from or along the Easement Area.

The right of unobstructed ingress and egress, at any and all times, over, across and along and upon the Easement Area, and across the adjoining lands of Grantor as may be necessary for access to and from the Easement Area for the above referenced purposes.

THIS GRANT IS SUBJECT TO THE FOLLOWING CONDITIONS:

In no event shall Grantor, its heirs, successors, and assigns plant or cultivate any trees or place, construct, install, erect or permit any temporary or permanent building, structure, improvement or obstruction including but not limited to, storage tanks, billboards, sign, sheds, dumpsters, light poles, water impoundments, above ground irrigation systems, swimming pools or wells, or permit any alteration of the ground elevation, over, or within the Easement Area. AEP may, at Grantor's cost, remove any structure or obstruction if placed within the Easement Area, and may re-grade any alterations of the ground elevation within the Easement Area.

AEP agrees to repair or pay the Grantor for actual damages sustained by Grantor to crops, fences, gates, irrigation and drainage systems, drives, or lawns that are permitted herein, when such damages arise out of AEP's exercise of the rights herein granted.

The failure of AEP to exercise any of the rights granted herein, or the removal of any Facilities from the Easement Area, shall not be deemed to constitute an abandonment or waiver of the rights granted herein.

Except as supplemented and amended herein, the Easement shall remain in full force and effect, and contains the complete agreement, express and implied between the parties herein and shall inure to the benefit of and be binding on their respective successors, assigns, heirs, executors, administrators, lessees, tenants, and licensees.

This Easement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

Any remaining space on this page left intentionally blank. See next page for signatures.

GRANTOR

Clinton Industrial Authority, an Oklahoma Municipal Trust

By: _____

Title: _____

STATE OF OKLAHOMA)

COUNTY OF CUSTER)

This Instrument was acknowledged before me on the _____ day of _____, 2021, by _____, as _____ of Clinton Industrial Authority, an Oklahoma Municipal Trust, for and on behalf of the company/trust.

_____
Notary Public

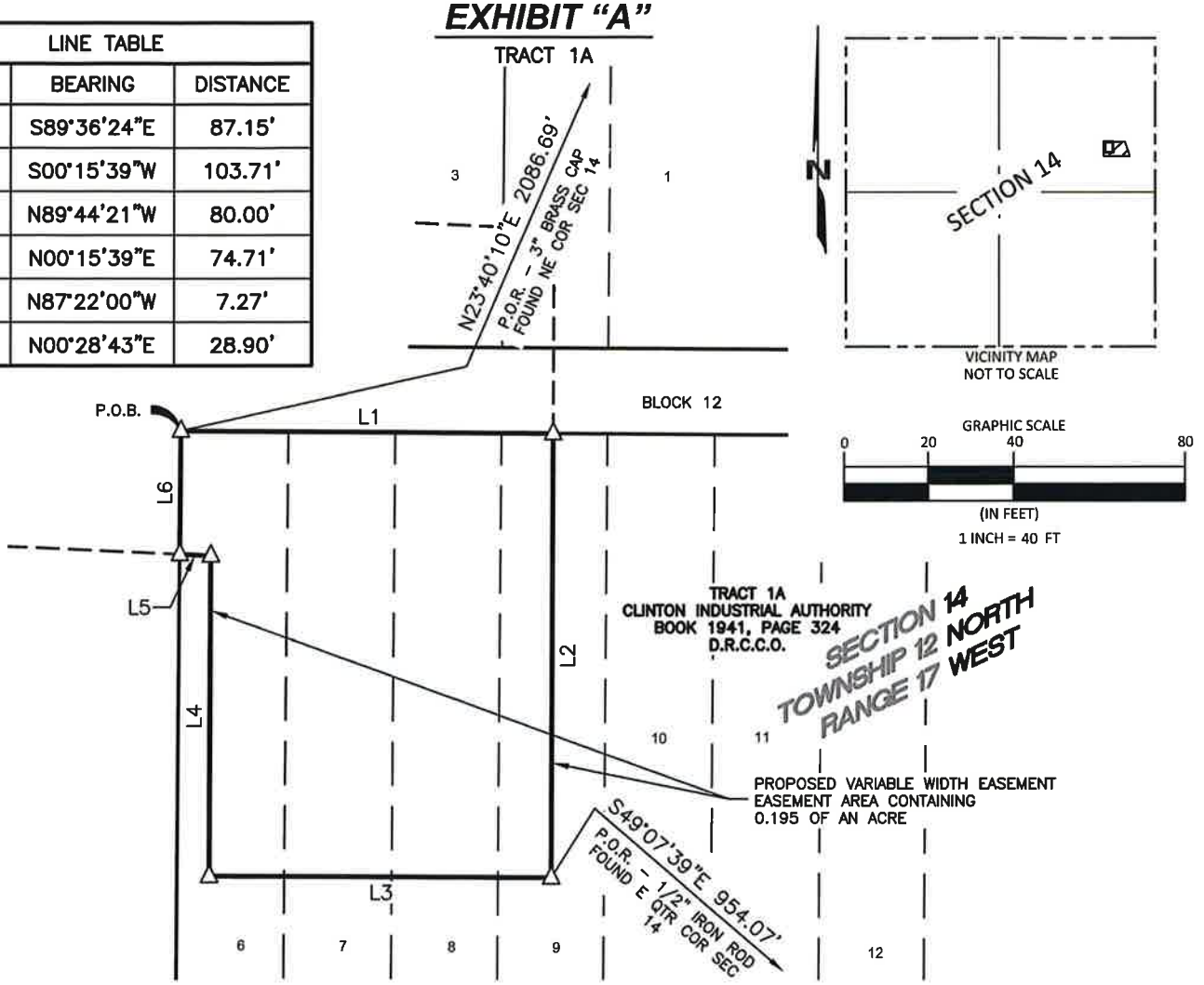
_____
Notary Public (Print/Type Name)

My Commission Expires: _____

This Instrument Prepared by Kenneth E. McDonough, Assistant General Counsel – Real Estate, American Electric Power Service Corporation, 1 Riverside Plaza, Columbus, OH 43215- for and on behalf of Public Service Company of Oklahoma, an Oklahoma corporation, a unit of American Electric Power.

EXHIBIT "A"

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S89°36'24"E	87.15'
L2	S00°15'39"W	103.71'
L3	N89°44'21"W	80.00'
L4	N00°15'39"E	74.71'
L5	N87°22'00"W	7.27'
L6	N00°28'43"E	28.90'



LEGEND

D.R.C.C.O.	DEED RECORDS, CUSTER COUNTY, OKLAHOMA
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
△	CALCULATED POINT
▭	EASEMENT AREA
— — —	SECTION LINE
— — —	1/4 SECTION LINE
———	SUBJECT PROPERTY LINE
———	PROPERTY LINE
— — —	PROPOSED EASEMENT
———	STATUTORY RIGHT OF WAY

LICENSED PROFESSIONAL LAND SURVEYOR
JASON SULLIVAN
1791
OKLAHOMA

Jason Sullivan 8/9/22

JASON SULLIVAN DATE
PLS #1791
C.O.A. #4216 EXPIRES: 6/30/2023

NOTES:

1. THIS EXHIBIT DOES NOT REFLECT ANY UNDERGROUND UTILITIES, EASEMENT OF RECORD OR OTHER ENCUMBRANCES THAT MAY AFFECT THE SUBJECT TRACT.
2. REFERENCE IS MADE TO THE DESCRIPTION OF EVEN DATE ACCOMPANYING THIS SKETCH.
3. BEARING BASIS: BEARINGS SHOWN HEREON ARE GRID, BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE.
4. ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES, DERIVED USING A COMBINED SCALE FACTOR OF 1.00005981326313.

THIS SURVEY PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ESTABLISHED BY THE OKLAHOMA STATE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

SAM™

1341 W. Mockingbird Lane,
Suite 400W, Dallas, TX 75247
Ph: (214) 631-7888 Fax: (214) 631-7103
EMAIL: SAM@SAM.BIZ

SURV. PROJ. NUMBER: 1021060452

LINE NAME: CLINTON JUNCTION - CLINTON
NEW LINE NUMBER: TLN114:0626
EASEMENT NUMBER: 1A

AMERICAN ELECTRIC POWER COMPANY

EASEMENT ACROSS THE LANDS OF
CLINTON INDUSTRIAL AUTHORITY
CONTAINING 0.195 OF AN ACRE

SECTION 14, TOWNSHIP 12 NORTH, RANGE 17 WEST
INDIAN MERIDIAN, CUSTER COUNTY, OKLAHOMA

SCALE: 1"=40'	SITE VISIT: 05/04/2021	DRAWN: IB	PAGE: 01 OF 02

\\SAMINC\DAL\PROJECTS\1021060452\100\SURVEY\03EXHIBITS\60452-EX-TRACT_1A.DWG

EXHIBIT "A"

BEING A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 12 NORTH, RANGE 17 WEST OF THE INDIAN MERIDIAN, CUSTER COUNTY, OKLAHOMA, AND BEING PART OF LOTS 6 THRU 9, BLOCK 12 OF THE ORIGINAL TOWNSITE OF CLINTON ACCORDING TO THE PLAT RECORDED IN BOOK 07, PAGE 491 OF THE DEED RECORDS OF CUSTER COUNTY, OKLAHOMA (D.R.C.C.O.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 6, FROM WHICH A 3-INCH BRASS CAP FOUND AT THE NORTHEAST CORNER OF SAID SECTION 14 BEARS NORTH 23 DEGREES 40 MINUTES 10 SECONDS EAST, A DISTANCE OF 2,086.69 FEET;

THENCE SOUTH 89 DEGREES 36 MINUTES 24 SECONDS EAST, ON AND ALONG THE NORTH LINE OF SAID LOTS 6 THRU 9, A DISTANCE OF 87.15 FEET TO A POINT FOR CORNER;

THENCE LEAVING SAID NORTH LINE, OVER AND ACROSS SAID LOTS 6 THRU 9, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

SOUTH 00 DEGREES 15 MINUTES 39 SECONDS WEST, A DISTANCE OF 103.71 FEET TO A POINT FOR CORNER, FROM WHICH A 1/2-INCH IRON ROD FOUND AT THE EAST 1/4 CORNER OF SAID SECTION 14 BEARS SOUTH 49 DEGREES 07 MINUTES 39 SECONDS EAST, A DISTANCE OF 954.07 FEET;

NORTH 89 DEGREES 44 MINUTES 21 SECONDS WEST, A DISTANCE OF 80.00 FEET TO A POINT FOR CORNER;

NORTH 00 DEGREES 15 MINUTES 39 SECONDS EAST, A DISTANCE OF 74.71 FEET TO A POINT FOR CORNER;

NORTH 87 DEGREES 22 MINUTES 00 SECONDS WEST, A DISTANCE OF 7.27 FEET TO THE WEST LINE OF SAID LOT 6 TO A POINT FOR CORNER;

THENCE NORTH 00 DEGREES 28 MINUTES 43 SECONDS EAST, ON AND ALONG SAID WEST LINE, A DISTANCE OF 28.90 FEET, BACK TO THE **POINT OF BEGINNING**, CONTAINING 0.195 OF AN ACRE OF LAND, MORE OR LESS.

BEARING BASIS: BEARINGS SHOWN HEREON ARE GRID, BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NAD 83(2011), NORTH ZONE. ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES, DERIVED USING A COMBINED SCALE FACTOR OF 1.00005981326313.

THIS SURVEY MEETS THE MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

Jason Sullivan 8/9/22

JASON SULLIVAN
PLS# 1791
SURVEYING AND MAPPING, LLC.



Line Name: Clinton Natural Gas Tap

Line No.: TLN114:0626 **Easement No.:** 1A

EASEMENT PAYMENT SCHEDULE

THE UNDERSIGNED:

GRANTOR: Clinton Industrial Authority
ADDRESS: PO Box 1177, Clinton, OK, 73601

HEREBY OFFER to accept amount as determined in accordance with the schedule below in full payment of the Easement and Right of Way for an electric transmission, distribution, and communication lines, being, in, on, over, under, through and across the land of the Undersigned under an easement dated _____, 2022 from the Undersigned to the Company, to wit:

PAYMENT SCHEDULE

Easement Acquisition Cost Description:	**Easement Paid**	**Damages Paid**
Easement Consideration Paid - 0.195 Acres +/- @ $3,500.00 Flat Fee	$3,500.00	
Lot(s) 1 - 13, Block 12, Original Townsite of Clinton, Custer County, State of Oklahoma.		
Sub-Totals	$3,500.00	$0.00
Total Consideration includes Initial Consideration Paid		$3,500.00

The amounts so determined are full payment for the Easement and Right of Way. Any construction damages will be paid separately unless noted above.

Accepted on _____, 2022

TRC Pipeline Services, LLC Contract Agent for:

Public Service Company of Oklahoma

By: _____

Field Agent: _____

Signed on _____, 2022

GRANTOR

By: _____
Clinton Industrial Authority

Attach Required W-9

For Office Use Only:

GL	PCBU	Project BPID	Work Order	Account	Dept.	CC	Act	ZIP CODE
114	**TRANS**	**A20003004**	**T10130438001**	**1070001**	**10425**	**942**	**412**	**73601**

PUBLIC SERVICE COMPANY OF OKLAHOMA
An AEP Company

TRC

8/25/2022

IMPORTANT INFORMATION ABOUT YOUR PROPERTY

Clinton Industrial Authority
PO Box 1177
Clinton, OK 73601

Re: Clinton - Foss Tap Transmission Line Rebuild Project Supplemental Easement Offer

Dear Landowner,

You are receiving this letter because you own property or live in the area that's part of Public Service Company of Oklahoma's (PSO) Clinton - Foss Tap Transmission Line Rebuild Project. The project involves:

- Updating about 13 miles of 69-kilovolt (kV) transmission line in or near existing easements between the Foss Water Treatment Plant Substation and an existing power line near the intersection of County Road N2240 and County Road E1030 in northwest Clinton
- Updating about 5 miles of 69-kV transmission line in or near existing easements between the Clinton Junction Substation, located off E1060 Road south of Clinton, and the Clinton City Substation, located off East Orient Avenue

In preparation for this project, PSO representatives look to supplement an existing easement on your property to meet updated standards for the safe construction, operation and maintenance of the transmission line.

As part of this process, PSO representatives ask that you please:

- Review the enclosed Supplemental Easement Offer, which modifies the company's rights on your property
- Review the enclosed Survey Exhibit, which displays the approximate location of the easement
- Review the enclosed Easement Payment Schedule, which includes PSO's offer based on its assessed value, and W-9
- Complete the enclosed Special Conditions Report. This alerts us to gates, pets, children, septic systems and other things on your property that we should be aware of

TRC Companies, Inc., serves as PSO's right-of-way representative for this project. Next steps include an agent contacting you soon to discuss your offer. As a result of the COVID-19 pandemic, TRC right-of-way agents are limiting in-person visits with customers during this process to ensure the public's safety and health.

After talking with an agent, please sign and date each document, have the Supplemental Easement Offer notarized, and return all documents in the enclosed self-addressed, stamped envelope.

You can then expect a check in the agreed-upon amount along with a copy of the fully-executed easement documents.

Please contact me at 405-313-0413 or SOSutton@trccompanies.com if you have any questions. Thank you in advance for your prompt response.

Sincerely,

Oliver Sutton
Right-of-Way Agent
TRC Companies, Inc., represents PSO

Enclosures: Supplemental Easement Offer, Survey Exhibit, Easement Payment Schedule and W-9

Line Name: Clinton Natural Gas Tap
Easement No.: 1B
Line No.: TLN114:0626

SUPPLEMENTAL EASEMENT AND RIGHT OF WAY

THIS SUPPLEMENTAL EASEMENT AND RIGHT OF WAY made by and between Clinton Industrial Authority, an Oklahoma Municipal Trust, whose address is P.O. Box 1177 ("Grantor"), whether one or more persons, and Public Service Company of Oklahoma, an Oklahoma corporation, being a unit of American Electric Power, whose principal business address is 1 Riverside Plaza, Columbus, Ohio 43215 ("AEP").

WHEREAS, AEP has electrical facilities built in 1965 upon a right of way across the property of the Grantor situated in the State of Oklahoma, Custer County, described as being situate in part of Lots 1, 2, 4, 5, Block 12, Original Townsite of Clinton, being the same premises as described in Document Number I-2018-001837 (Parcel No. 0720-00-012-001-0-000-00); said facilities have been in place approximately 50 years (" Facilities"); and

WHEREAS, Grantor is the successor in interest to all or part of the lands affected by the Original Facilities.

NOW, THEREFORE, in consideration of the sum of Ten and NO/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which Grantor hereby acknowledges, the Grantor hereby grants and conveys and warrants to AEP this Supplemental Easement and Right of Way ("Easement") for electric transmission, distribution, and communication lines and appurtenant equipment and fixtures to allow for the rebuilding of the line across the property of Grantor set forth above, as follows:

The Easement Area shall be revised to be as more fully described and depicted on Exhibit "A", a copy of which is attached hereto and made a part hereof ("Easement Area").

GRANTOR FURTHER GRANTS AEP THE FOLLOWING RIGHTS

The right, now and in the future, to construct, reconstruct, operate, maintain, alter, improve, extend, inspect, patrol, protect, repair, remove, replace, upgrade and relocate within the Easement Area, poles, towers, and structures, made of wood, metal, concrete or other materials, and crossarms, guys, anchors, grounding systems, and all other appurtenant equipment and fixtures, and to string conductors, wires and cables ("Facilities"); together with the right to add to said Facilities from time to time, and the right to do anything necessary, useful or convenient for the enjoyment.

The right, in AEP's discretion, to cut down, trim, remove, and otherwise control, using herbicides or tree growth regulators or other means any and all trees, overhanging branches, vegetation and brush situated within the Easement Area. AEP shall also have the right to cut down, trim or remove trees situated on lands of Grantor which adjoin the Easement Area when in the opinion of AEP those trees may endanger the safety of, or interfere with the construction, operation or maintenance of Facilities or ingress or egress to, from or along the Easement Area.

The right of unobstructed ingress and egress, at any and all times, over, across and along and upon the Easement Area, and across the adjoining lands of Grantor as may be necessary for access to and from the Easement Area for the above referenced purposes.

THIS GRANT IS SUBJECT TO THE FOLLOWING CONDITIONS:

In no event shall Grantor, its heirs, successors, and assigns plant or cultivate any trees or place, construct, install, erect or permit any temporary or permanent building, structure, improvement or obstruction including but not limited to, storage tanks, billboards, sign, sheds, dumpsters, light poles, water impoundments, above ground irrigation systems, swimming pools or wells, or permit any alteration of the ground elevation, over, or within the Easement Area. AEP may, at Grantor's cost, remove any structure or obstruction if placed within the Easement Area, and may re-grade any alterations of the ground elevation within the Easement Area.

AEP agrees to repair or pay the Grantor for actual damages sustained by Grantor to crops, fences, gates, irrigation and drainage systems, drives, or lawns that are permitted herein, when such damages arise out of AEP's exercise of the rights herein granted.

The failure of AEP to exercise any of the rights granted herein, or the removal of any Facilities from the Easement Area, shall not be deemed to constitute an abandonment or waiver of the rights granted herein.

Except as supplemented and amended herein, the Easement shall remain in full force and effect, and contains the complete agreement, express and implied between the parties herein and shall inure to the benefit of and be binding on their respective successors, assigns, heirs, executors, administrators, lessees, tenants, and licensees.

This Easement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

Any remaining space on this page left intentionally blank. See next page for signatures.

GRANTOR

Clinton Industrial Authority, an Oklahoma Municipal Trust

By: _____

Title: _____

STATE OF OKLAHOMA)

COUNTY OF CUSTER)

This Instrument was acknowledged before me on the _____ day of _____, 2021, by _____, as _____ of Clinton Industrial Authority, an Oklahoma Municipal Trust, for and on behalf of the company/trust.

_____
Notary Public

_____
Notary Public (Print/Type Name)

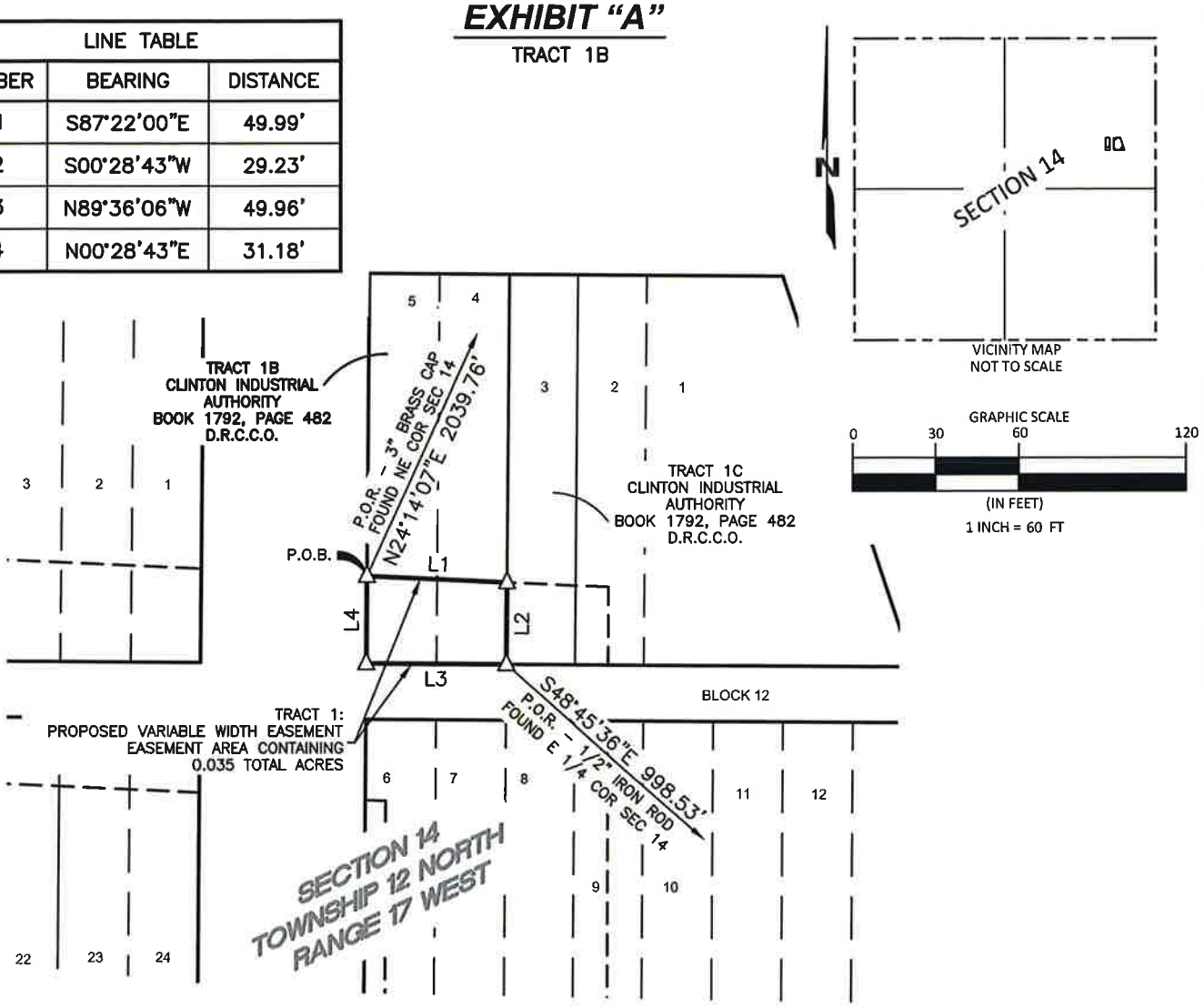
My Commission Expires: _____

This Instrument Prepared by Kenneth E. McDonough, Assistant General Counsel – Real Estate, American Electric Power Service Corporation, 1 Riverside Plaza, Columbus, OH 43215- for and on behalf of Public Service Company of Oklahoma, an Oklahoma corporation, a unit of American Electric Power.

EXHIBIT "A"

TRACT 1B

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S87°22'00"E	49.99'
L2	S00°28'43"W	29.23'
L3	N89°36'06"W	49.96'
L4	N00°28'43"E	31.18'



LEGEND

D.R.C.C.O.	DEED RECORDS, CUSTER COUNTY, OKLAHOMA
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
△	CALCULATED POINT
▭	EASEMENT AREA
— — —	SECTION LINE
— — —	1/4 SECTION LINE
———	SUBJECT PROPERTY LINE
———	PROPERTY LINE
— — —	PROPOSED EASEMENT
———	STATUTORY RIGHT OF WAY

LICENSED PROFESSIONAL LAND SURVEYOR
JASON SULLIVAN
1791
OKLAHOMA

Jason Sullivan 8/9/22

JASON SULLIVAN DATE
PLS #1791
C.O.A. #4216 EXPIRES: 6/30/2023

NOTES:

1. THIS EXHIBIT DOES NOT REFLECT ANY UNDERGROUND UTILITIES, EASEMENT OF RECORD OR OTHER ENCUMBRANCES THAT MAY AFFECT THE SUBJECT TRACT.
2. REFERENCE IS MADE TO THE DESCRIPTION OF EVEN DATE ACCOMPANYING THIS SKETCH.
3. BEARING BASIS: BEARINGS SHOWN HEREON ARE GRID, BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE.
4. ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES, DERIVED USING A COMBINED SCALE FACTOR OF 1.00005981326313.

THIS SURVEY PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ESTABLISHED BY THE OKLAHOMA STATE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

SAM™
1341 W. Mockingbird Lane,
Suite 400W, Dallas, TX 75247
Ph: (214) 631-7888 Fax: (214) 631-7103
EMAIL: SAM@SAM.BIZ

SURV. PROJ. NUMBER: 1021060452

LINE NAME: CLINTON JUNCTION - CLINTON
NEW LINE NUMBER: TLN114:0626
EASEMENT NUMBER: 1B

AMERICAN ELECTRIC POWER COMPANY

EASEMENT ACROSS THE LANDS OF
CLINTON INDUSTRIAL AUTHORITY
TRACT 1: CONTAINING 0.035 OF AN ACRE

SECTION 14, TOWNSHIP 12 NORTH, RANGE 17 WEST
INDIAN MERIDIAN, CUSTER COUNTY, OKLAHOMA

SCALE: 1"=60'	SITE VISIT: 05/04/2021	DRAWN: CC	PAGE: 01 OF 04

\\SAMINC\DAL\PROJECTS\1021060452\100\SURVEY\03EXHIBITS\60452-EX-TRACT_1B.DWG

EXHIBIT "A"

TRACT 1

BEING A TRACT OF LAND SITUATED IN NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 12 NORTH, RANGE 17 WEST OF THE INDIAN MERIDIAN, CUSTER COUNTY, OKLAHOMA, AND BEING PART OF LOTS 4 & 5, BLOCK 12 OF THE ORIGINAL TOWNSITE OF CLINTON ACCORDING TO THE PLAT RECORDED IN BOOK 07, PAGE 491 OF THE DEED RECORDS OF CUSTER COUNTY, OKLAHOMA (D.R.C.C.O.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 5, FROM WHICH A 3-INCH BRASS CAP FOUND AT THE NORTHEAST CORNER OF SAID SECTION 14 BEARS NORTH 24 DEGREES 14 MINUTES 07 SECONDS EAST, A DISTANCE OF 2,039.76 FEET;

THENCE SOUTH 87 DEGREES 22 MINUTES 00 SECONDS EAST, LEAVING SAID WEST LINE, A DISTANCE OF 49.99 FEET TO THE EAST LINE OF SAID LOT 4 TO A POINT FOR CORNER;

THENCE SOUTH 00 DEGREES 28 MINUTES 43 SECONDS WEST, ON AND ALONG SAID EAST LINE, A DISTANCE OF 29.23 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4 TO A POINT FOR CORNER, FROM WHICH A 1/2-INCH IRON ROD FOUND AT THE EAST 1/4 CORNER OF SAID SECTION 14 BEARS SOUTH 48 DEGREES 45 MINUTES 36 SECONDS EAST, A DISTANCE OF 998.53 FEET;

THENCE NORTH 89 DEGREES 36 MINUTES 06 SECONDS WEST, ON AND ALONG THE SOUTH LINE OF SAID LOTS 4 AND 5, A DISTANCE OF 49.96 FEET TO THE SOUTHWEST CORNER OF SAID LOT 5 TO A POINT FOR CORNER;

THENCE NORTH 00 DEGREES 28 MINUTES 43 SECONDS EAST, ON AND ALONG SAID WEST LINE, A DISTANCE OF 31.18 FEET, BACK TO THE **POINT OF BEGINNING**, CONTAINING 0.035 OF AN ACRE OF LAND, MORE OR LESS.

BEARING BASIS: BEARINGS SHOWN HEREON ARE GRID, BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NAD 83(2011), NORTH ZONE. ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES, DERIVED USING A COMBINED SCALE FACTOR OF 1.00005981326313.

THIS SURVEY MEETS THE MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

Jason Sullivan 8/9/22

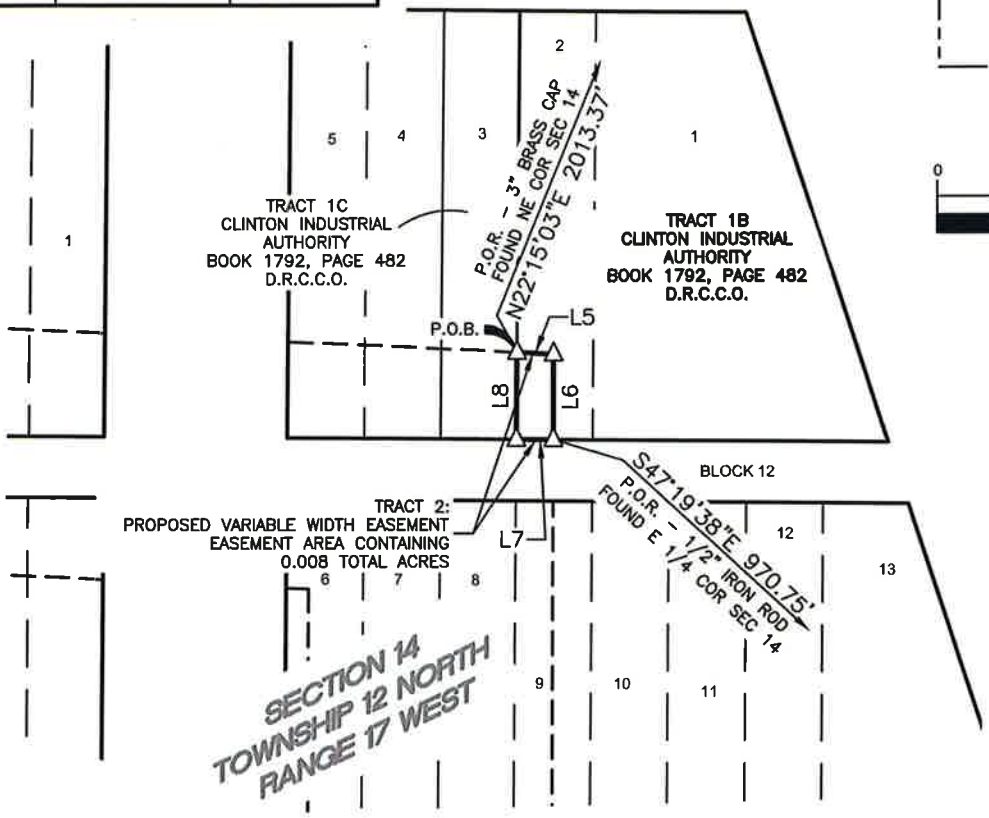
JASON SULLIVAN
PLS# 1791
SURVEYING AND MAPPING, LLC.

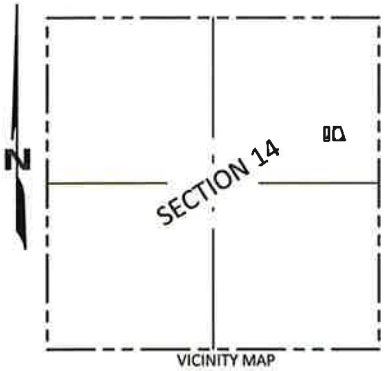


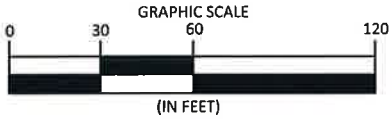
EXHIBIT "A"

TRACT 1B

LINE TABLE		
NUMBER	BEARING	DISTANCE
L5	S87°22'00"E	12.05'
L6	S00°15'39"W	27.79'
L7	N89°36'06"W	12.14'
L8	N00°28'43"E	28.26'







LEGEND

D.R.C.C.O.	DEED RECORDS, CUSTER COUNTY, OKLAHOMA
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
△	CALCULATED POINT
▭	EASEMENT AREA
— — —	SECTION LINE
— — —	1/4 SECTION LINE
———	SUBJECT PROPERTY LINE
———	PROPERTY LINE
— — —	PROPOSED EASEMENT
———	STATUTORY RIGHT OF WAY

LICENSED PROFESSIONAL LAND SURVEYOR
JASON SULLIVAN
1791
OKLAHOMA

Jason Sullivan 8/9/22

JASON SULLIVAN DATE
PLS #1791
C.O.A. #4216 EXPIRES: 6/30/2023

NOTES:

1. THIS EXHIBIT DOES NOT REFLECT ANY UNDERGROUND UTILITIES, EASEMENT OF RECORD OR OTHER ENCUMBRANCES THAT MAY AFFECT THE SUBJECT TRACT.
2. REFERENCE IS MADE TO THE DESCRIPTION OF EVEN DATE ACCOMPANYING THIS SKETCH.
3. BEARING BASIS: BEARINGS SHOWN HEREON ARE GRID, BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE.
4. ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES, DERIVED USING A COMBINED SCALE FACTOR OF 1.00005981326313.

THIS SURVEY PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ESTABLISHED BY THE OKLAHOMA STATE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

SAM™

1341 W. Mockingbird Lane,
Suite 400W, Dallas, TX 75247
Ph: (214) 631-7888 Fax: (214) 631-7103
EMAIL: SAM@SAM.BIZ

SURV. PROJ. NUMBER: 1021060452

LINE NAME: CLINTON JUNCTION - CLINTON
NEW LINE NUMBER: TLN114:0626
EASEMENT NUMBER: 1B

AMERICAN ELECTRIC POWER COMPANY

EASEMENT ACROSS THE LANDS OF
CLINTON INDUSTRIAL AUTHORITY
TRACT 2: CONTAINING 0.008 OF AN ACRE

SECTION 14, TOWNSHIP 12 NORTH, RANGE 17 WEST
INDIAN MERIDIAN, CUSTER COUNTY, OKLAHOMA

SCALE: 1"=60'	SITE VISIT: 05/04/2021	DRAWN: CC	PAGE: 03 OF 04

\\SAMINC\DAL\PROJECTS\1021060452\100\SURVEY\03EXHIBITS\60452-EX-TRACT_1B.DWG

EXHIBIT "A"

TRACT 2

BEING A TRACT OF LAND SITUATED IN NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 12 NORTH, RANGE 17 WEST OF THE INDIAN MERIDIAN, CUSTER COUNTY, OKLAHOMA, AND BEING PART OF LOTS 1 & 2, BLOCK 12 OF THE ORIGINAL TOWNSITE OF CLINTON ACCORDING TO THE PLAT RECORDED IN BOOK 07, PAGE 491 OF THE DEED RECORDS OF CUSTER COUNTY, OKLAHOMA (D.R.C.C.O.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 2, FROM WHICH A 3-INCH BRASS CAP FOUND AT THE NORTHEAST CORNER OF SAID SECTION 14 BEARS NORTH 22 DEGREES 15 MINUTES 03 SECONDS EAST, A DISTANCE OF 2,013.37 FEET;

THENCE SOUTH 87 DEGREES 22 MINUTES 00 SECONDS EAST, LEAVING SAID WEST LINE, A DISTANCE OF 12.05 FEET TO A POINT FOR CORNER;

THENCE SOUTH 00 DEGREES 15 MINUTES 39 SECONDS WEST, A DISTANCE OF 27.79 FEET TO THE SOUTH LINE OF SAID LOT 2 TO A POINT FOR CORNER, FROM WHICH A 1/2-INCH IRON ROD FOUND AT THE EAST 1/4 CORNER OF SAID SECTION 14 BEARS SOUTH 47 DEGREES 19 MINUTES 38 SECONDS EAST, A DISTANCE OF 970.75 FEET;

THENCE NORTH 89 DEGREES 36 MINUTES 06 SECONDS WEST, ON AND ALONG SAID SOUTH LINE, A DISTANCE OF 12.14 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2 TO A POINT FOR CORNER;

THENCE NORTH 00 DEGREES 28 MINUTES 43 SECONDS EAST, ON AND ALONG SAID WEST LINE, A DISTANCE OF 28.26 FEET, BACK TO THE **POINT OF BEGINNING**, CONTAINING 0.008 OF AN ACRE OF LAND, MORE OR LESS.

BEARING BASIS: BEARINGS SHOWN HEREON ARE GRID, BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NAD 83(2011), NORTH ZONE. ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES, DERIVED USING A COMBINED SCALE FACTOR OF 1.00005981326313.

THIS SURVEY MEETS THE MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

Jason Sullivan 8/9/22

JASON SULLIVAN
PLS# 1791
SURVEYING AND MAPPING, LLC.



Line Name: Clinton Natural Gas Tap

Line No.: TLN114:0626 **Easement No.:** 1B

EASEMENT PAYMENT SCHEDULE

THE UNDERSIGNED:

GRANTOR: Clinton Industrial Authority
ADDRESS: PO Box 1177, Clinton, OK, 73601

HEREBY OFFER to accept amount as determined in accordance with the schedule below in full payment of the Easement and Right of Way for an electric transmission, distribution and communication lines, being, in, on, over, under, through and across the land of the Undersigned under an easement dated _____, 2022 from the Undersigned to the Company, to wit:

PAYMENT SCHEDULE

Easement Acquisition Cost Description:	**Easement Paid**	**Damages Paid**
Easement Consideration Paid - 0.035 Acres +/- @ $3,500.00 Flat Fee	$3,500.00	
Part of Lot(s) 1, 2, 4, 5, Block 12, Original Townsite of Clinton, Custer County, State of Oklahoma.		
Sub-Totals	$3,500.00	$0.00
Total Consideration includes Initial Consideration Paid		$3,500.00

The amounts so determined are full payment for the Easement and Right of Way. Any construction damages will be paid separately unless noted above.

Accepted on _____, 2022

TRC Pipeline Services, LLC Contract Agent for:

Public Service Company of Oklahoma

By: _____

Field Agent: _____

Signed on _____, 2022

GRANTOR

By: _____
Clinton Industrial Authority

Attach Required W-9

For Office Use Only:

GL	PCBU	Project BPID	Work Order	Account	Dept.	CC	Act	ZIP CODE
114	**TRANS**	**A20003004**	**T10130438001**	**1070001**	**10425**	**942**	**412**	**73601**

(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 HOSPITAL AUTHORITY TUESDAY, SEPTEMBER 6, 2022 AT 5:30 PM CLINTON CITY HALL

AGENDA

Source listing: 09/06/2022 Meetings
Original source: https://agendas.clintonok.gov/archive/2022/090622/launch.html
Original authority agenda: https://agendas.clintonok.gov/archive/2022/090622/AA090622.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/090622/HA090622.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/090622/IA090622.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/090622/PWA090622.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/090622/RA090622.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/090622/RM090622.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/090622/SW090622.htm

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

    A. Prayer
    Bobby Stewart, Adjutant, American Legion, Post 41

2. CONSIDER APPROVAL OF CONSENT AGENDA

    A. Minutes from August 16, 2022 Regular Meeting, August 18, 2022, Special Meeting, August 25, 2022 Special Meeting

    B. Consider Claims

    C. Acknowledge Receipt of Financial Reports Month Ending 7/31/2022

3. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING:

    A. Request for Executive Session Pursuant to Section 307 B (4) of the OK Open Meeting Act Confidential Communications Between a Public Body and Its Attorney Regarding Clint on HMA, LLC, Plaintiff and the Clinton Hospital Authority, Defendant;

    B. Reconvene from Executive Session;

    C. Any Action(s) Arising Out of the Executive Session

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 1st day of September 2022, Posted on the bulletin board in the lobby of the Clinton City Hall September 1, 2022 at 4:00 p.m.

_____

Not recorded

MINUTES OF HOSPITAL AUTHORITY MEETING
AUGUST 16, 2022

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Hospital Authority City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, August 16, 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 August 12, 2022, at 10:00 a.m.

Chairman David Berrong called the meeting to order at 5:36 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: Nydia Campbell, Mike Smith
OTHERS: Gene McCullough, Joshua McGuire, Lana Johnston, Danny Tharp, Don Miller, Tracy Heerwald, Julie Caldwell, Don Miller, Dan Day, Paul Rinkel, Brett Russell, Craig Tucker, and others.

Dan Day 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 August 2, 2022

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:

A. Request for Executive Session pursuant to Section 307 B(4) of the OK Open Meeting Act Confidential Communications between a Public Body and its attorney.

Motion was made by Trustee McComas and seconded by Trustee Dowdell to go into Executive Session at 5:36 p.m. pursuant to Section 307 B (4) of the OK Open Meeting Act Confidential Communications between a Public Body and its attorney; regarding Clinton HMA LLC, Plaintiff and the Clinton Hospital Authority, Defendant and to invite Manager Robert Johnston and Attorney Ryan Meacham to join.

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried

B. Reconvene from Executive Session

Motion was made by Trustee McComas and seconded by Trustee Lloyd to reconvene to the regular meeting at 6:03 p.m.

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

C. Any Action(s) Arising Out of the Executive Session

Motion was made by Trustee McComas and seconded by Trustee Dowdell to authorize and direct the Trust Manager and City Attorney to proceed expeditiously towards the retainage of a "transition manager to assist in the transition of the Clinton Regional Hospital Operation to a new operator by January 1, 2023.

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 (If any, pursuant to Section 311.9 of the Oklahoma Meeting Act.)
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, Villanueva, Berrong
Nay: None

Chairman declared the meeting adjourned at 6:04 pm.

_____
Date Approved

_____
David D. Berrong, Chairman

MINUTES OF HOSPITAL AUTHORITY MEETING
AUGUST 18, 2022

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Hospital Authority City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, August 18, 2022, at 4:00 p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on August 16, 2022, at 3:00 p.m. An Amended Agenda was posted on the bulletin board in the lobby of Clinton City Hall on August 17, 2022, at 10:45 a.m.

Chairman David Berrong called the meeting to order at 4:04 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 (absent)
CITY CLERK: Amy Jones
NEWS MEDIA: Nydia Campbell, Mike Smith
OTHERS:

AGENDA ITEM NO. 2: CONSENT AGENDA

None

AGENDA ITEM NO. 3 Discussion, Consideration, and Possible Action Regarding:

A. Request for Executive Session pursuant to Section 307 B(4) of the OK Open Meeting Act Confidential Communications between a Public Body and its attorney.

Motion was made by Trustee McComas and seconded by Trustee Lloyd to go into Executive Session at 4:04 p.m. pursuant to Section 307 B (4) of the OK Open Meeting Act Confidential Communications between a Public Body and its attorney; regarding Clinton HMA LLC, Plaintiff and the Clinton Hospital Authority, Defendant and to invite Manager Robert Johnston and Attorney Ryan Meacham to join.

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried

B. Reconvene from Executive Session

Motion was made by Trustee McComas and seconded by Trustee Dowell to reconvene to the regular meeting at 4:27 p.m.

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

C. Any Action(s) Arising Out of the Executive Session

Mayor Berrong reported no actions to be taken at this time.

AGENDA ITEM NO. 4: NEW BUSINESS (If any, pursuant to Section 311.9 of the Oklahoma Meeting Act.)
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 McComas and seconded by Trustee Dowdell to adjourn the meeting.

Chairman put the motion to a roll call vote:

Aye: Lloyd McComas, Villanueva, Berrong
Nay: None
Chairman declared the meeting adjourned at 4:28 pm.

_____
Date Approved

_____
David D. Berrong, Chairman

MINUTES OF HOSPITAL AUTHORITY MEETING
AUGUST 25, 2022

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Hospital Authority City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Thursday, August 25, 2022, at 4:00 p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on August 22, 2022, at 3:00 p.m.

Chairman David Berrong called the meeting to order at 6:00 p.m. with the following present:

CHAIRMAN: David Berrong
TRUSTEES: Patch McComas, Ernie Dowdell, Arthur Lloyd (absent), Ernesto Villanueva
MANAGER: Robert Johnston
CITY TREASURER: Debra Blanchard (absent)
CITY ATTORNEY: Ryan Meacham
CITY CLERK: Amy Jones
NEWS MEDIA: Nydia Campbell, Chuck Ramsey
OTHERS: Jim Slayton

AGENDA ITEM NO. 2: CONSENT AGENDA

No action taken.

AGENDA ITEM NO. 3 Discussion, Consideration, and Possible Action Regarding:

A. Request for Executive Session pursuant to Section 307 B(4) of the OK Open Meeting Act Confidential Communications between a Public Body and its attorney Regarding Clinton HMA LLC, Plaintiff and the Clinton Hospital Authority, Defendant;

Motion was made by Trustee McComas and seconded by Trustee Dowdell to go into Executive Session at 6:00 p.m. pursuant to Section 307 B (4) of the OK Open Meeting Act Confidential Communications between a Public Body and its attorney; regarding Clinton HMA LLC, Plaintiff and the Clinton Hospital Authority, Defendant and to invite Manager Robert Johnston and Attorney Ryan Meacham to join.

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried

B. Reconvene from Executive Session

Motion was made by Trustee McComas and seconded by Trustee Villanueva to reconvene to the regular meeting at 6:36 p.m.

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

C. Any Action(s) Arising Out of the Executive Session

Motion was made by Trustee Dowdell and seconded by Trustee McComas to authorize legal counsel for the Clinton Hospital Authority and the City Manager to negotiate with Mercy Hospital as a Transition Manager for Clinton Regional Hospital, and for the Mayor be authorized to execute the agreement negotiated with Mercy Hospital.

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

Motion was made by Trustee Dowdell and seconded by Trustee Villanueva to authorize the City Manager and the City Attorney, on behalf of the Authority, to begin the process of obtaining all licenses required to operate the hospital including, but not limited to those related to the Medicare Provider Number and the CHOW process.

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

City Attorney Ryan Meacham stated that at this time and with the need of 48 hours' notice of special meetings that this is the best approach to moving forward with the transition of the hospital management transition.

AGENDA ITEM NO. 4: NEW BUSINESS (If any, pursuant to Section 311.9 of the Oklahoma Meeting Act.)
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 McComas and seconded by Trustee Dowdell to adjourn the meeting.

Chairman put the motion to a roll call vote:

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

Chairman declared the meeting adjourned at 6:39 pm.

_____
Date Approved

_____
David D. Berrong, Chairman

FUND: CLINTON HOSPITAL AUT

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	OK BANK & TRUST	40000-2135	BANK SERVICE FEES	REIMB FOR INVEST FEE/HOSPT	186.24
	RS MEACHAM CPAs & ADVISORS P	40000-2095	FINANCIAL AUDIT	FIN CONSULTANT FYE6/30/22	90.00
				TOTAL:	276.24

AA08/16/2022

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 AIRPORT AUTHORITY TUESDAY, SEPTEMBER 6, 2022 AT 5:30 PM CLINTON CITY HALL

AMENDED AGENDA

Source listing: 09/06/2022 Meetings
Original source: https://agendas.clintonok.gov/archive/2022/090622/launch.html
Original authority agenda: https://agendas.clintonok.gov/archive/2022/090622/AA090622.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/090622/HA090622.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/090622/IA090622.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/090622/PWA090622.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/090622/RA090622.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/090622/RM090622.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/090622/SW090622.htm

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

    A. Prayer
    American Legion, Post 41

2. CONSIDER APPROVAL OF CONSENT AGENDA

    A. Minutes from August 16, 2022, Regular Meeting

    B. Consider Claims

    C. Acknowledge Receipt of Financial Report from July 31, 2022

    D. Acceptance of FAA Grant Offer Airport Improvement Program (AIP) Project No. 3-40-0021-019-2022

3. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING:

    A. Pay Application No. 2 in the Amount of $15,066.67 and Invoice for Supplemental Repairs Both from Diversified Construction for Repairs to Building No. 4;

    B. Ratify City Manager's Submittal of an Application Which Was Due 9/2/2022 for OK Aeronautics Commission Hangar Grant Program to Fund Thirty (30) Percent of the Cost of a New Box Hangar .

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 1 st day of September 2022, Posted on the bulletin board in the lobby of the Clinton City Hall September 1, 2022, at 4:00 p.m.
An Amended Agenda is Filed the 2 nd Day of September, 2022, and Posted on the bulletin board in the lobby of the Clinton City Hall September 2, 2022 at 10:00 a.m.

_____

Not recorded

MINUTES OF AIRPORT AUTHORITY MEETING
AUGUST 16, 2022

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Airport Authority City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, August 16, 2022, at 5:36 p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on August 12, 2022, at 2:00 P.M.

Chairman David Berrong called the meeting to order at 5:30 p.m. with the following present:

CHAIRMAN: David Berrong
TRUSTEES: Patch McComas, Ernie Dowdell (absent), Arthur Lloyd, Ernesto Villanueva
MANAGER: Robert Johnston
CITY TREASURER: Debra Blanchard
CITY ATTORNEY: Ryan Meacham
CITY CLERK: Amy Jones
NEWS MEDIA: Nydia Campbell, Mike Smith
OTHERS: Gene McCullough, Jeff Johnson, Joshua McGuire, Lana Johnston, Danny & Patricia Tharp, Bobby & Judy Stewart, Tracy Yoder, and others.

Dan Day 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 August 2, 2022

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

Chairman put the motion to a roll call vote:

Aye: Lloyd, McComas, Villanueva, Berrong
Nay: None
Chairman declared the motion carried.

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

A. **Amendment No. 4 to Owner-Engineer Agreement Reconstruct T-Hangar Apron AIP-3-40-0021-018-2021 Additional Services to be Performed by Engineer: Attachment 1 "Additions" and Attachment 2 "Project understanding**"

Manager Johnston presented the Amendment No. 4 to Owner-Engineer Agreement Reconstruct T-Hangar Apron AIP-3-40-0021-018-2021 Additional Services to be performed by engineer: Attachment 1 “additions” and Attachment 2 “Project understanding”

Motion was made by Trustee McComas and seconded by Trustee Dowdell to approve the Amendment No. 4 to Owner-Engineer Agreement Reconstruct T-Hangar Apron AIP-3-40-0021-018-2021 Additional Services to be performed by engineer: Attachment 1 “additions” and Attachment 2 “Project understanding”

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

B. Amendment No. 5 to Owner- Engineer Agreement Rehabilitate Terminal Apron OAC CLK -22A-FS Additional Services to be Performed by Engineer-Attachment 1 “Additions” and Attachment 2 “Project Understanding”

Manager Johnston presented the Amendment No. 5 to Owner- Engineer Agreement Rehabilitate Terminal Apron OAC CLK -22A-FS additional services to be performed by engineer - Attachment 1 “additions” and Attachment 2 “Project understanding”

Motion was made by Trustee Dowdell and seconded by Trustee McComas to approve the Amendment No. 5 to Owner- Engineer Agreement Rehabilitate Terminal Apron OAC CLK -22A-FS additional services to be performed by engineer-Attachment 1 “additions” and Attachment 2 “Project understanding”

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

C. Amendment No. 6 to Owner-Engineer Agreement Rehabilitate Runway 17/35 OAC CLK-22B-FS, AIP 3-40-0021-019-2022 Additional Services to be Performed by Engineer - Attachment 1 “Additions” and Attachment 2 “Project Understanding”

Manager Johnston presented the Amendment No. 6 to Owner-Engineer Agreement Rehabilitate Runway 17/35 OAC CLK-22B-FS, AIP 3-40-0021-019-2022 additional

services to be performed by engineer- Attachment 1 “additions” and Attachment 2 “Project understanding”

Motion was made by Trustee Dowdell and seconded by Trustee McComas to approve the Amendment No. 6 to Owner-Engineer Agreement Rehabilitate Runway 17/35 OAC CLK-22B-FS, AIP 3-40-0021-019-2022 additional services to be performed by engineer- Attachment 1 “additions” and Attachment 2 “Project

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

AGENDA ITEM 4 NEW BUSINESS (If any, pursuant to Section 311.9 of the Oklahoma Open Meeting Act.):
None

AGENDA ITEM NO. 5: TRUSTEE REPORT
None

AGENDA ITEM NO. 6: MANAGER’S REPORT

None

AGENDA ITEM NO. 7: ADJOURNMENT

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

Chairman put the motion to a roll call vote:

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

Chairman declared the meeting adjourned at 5:35 p.m.

_____
Date Approved

_____
David D. Berrong, Chairman

FUND: CLINTON AIRPORT AUTH

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
AIRPORT	ARTIC AIR REFRIG. INC.	42700-2130	FACILITIES REPAIR	SCHEDULED MAINT AIRPORT	261.00
	WESTERN OKLA AVIATION,LLC	42700-2142	MGMT FEE/FBO CONTRAC	FIXED BASED OPERATOR AGR	7,302.02
	PUBLIC SERVICE CO OF OK dba	42700-2075	ELECTRIC CHARGES	ELECTRIC SERVICE	1,095.29
		42700-2075	ELECTRIC CHARGES	ELECTRIC SERVICE	1,162.96
	RS MEACHAM CPAs & ADVISORS P	42700-2095	FINANCIAL AUDIT	FIN CONSULTANT FYE6/30/22	150.00
	ROGER K CATES dba CATES ENTE	42700-2050	RADIO REPAIR & MAINT	AWOS MAINTENANCE FOR CRA	300.00
	PARKHILL SMITH & COOPER, INC	42700-3035	IMPROVEMENTS OTHER T	AP REHAB RUNWAY 17/35 PRJ	119,650.00
		42700-3035	IMPROVEMENTS OTHER T	AP REHAB RUNWAY 17/35 PRJ	43,850.00
		42700-3035	IMPROVEMENTS OTHER T	REHAB TERMINAL APRON	6,625.00
	DIVERSIFIED CONSTRUCTION OF	42700-3005	BUILDING REMODELING	TORNADO RPRS TO HANGAR 4	45,199.50
		42700-3005	BUILDING REMODELING	REPAIR HANGERS 2 & 3	21,246.22
		42700-3005	BUILDING REMODELING	ADDL WORK HANGAR #3	8,781.00
				TOTAL:	255,622.99

FUND: CLINTON AIRPORT AUTH

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
AIRPORT	AT&T	42700-2005	TELEPHONE	VOICE OVER TELEPHONE	20.04
	DISH NETWORK	42700-2120	CONTRACTUAL SERVICES	DISH NETWORK	45.07
	ATWOODS	42700-2422	PARTS-EQUIPMENT MAIN	WEED EATER STRING GAS CAN	28.98
	DOBSON TECHNOLOGIES TRANSPOR	42700-2020	DATA PROCESSING	INTERNET SERVICE	73.10
	FUSION CLOUD SERVICES LLC	42700-2005	TELEPHONE	TELEPHONE SERVICE	75.77
				TOTAL:	242.96

Robert Johnston

From: House, Timothy A (FAA) <Timothy.A.House@faa.gov>
Sent: Tuesday, August 30, 2022 10:22 AM
To: Tracy Yoder; Robert Johnston
Cc: Amy Jones; Toby Baker; Craig Boyer
Subject: Grant Announcements today!

The made a grant announcement today. The details can be found at the following link.
Airport Grants Announced August 30, 2022 | Federal Aviation Administration (faa.gov)
CLK was included in this announcement and the official grant offer will be sent out for electronic signature in the near future.

Please let me know if you have any questions.

Airport Grants Announced on August 30, 2022

State	City	Airport	LOCID	Project Description
NY	Watertown	Watertown International	ART	Acquire Snow Removal EquipmentExpand Access I
OH	Celina	Lakefield	CQA	Acquire Land for Development
OH	Columbus	John Glenn Columbus International	CMH	Shift or Reconfigure Existing Taxiway
OH	Fostoria	Fostoria Metro	FZI	Reconstruct Terminal Building
OH	Kelleys Island	Kelleys Island Land Field	89D	Reconstruct Runway Lighting
OH	Mansfield	Mansfield Lahm Regional	MFD	Reconstruct Apron
OH	Newark	Newark-Heath	VTA	Construct or Improve Parking Lot
OK	Clinton	Clinton Regional	CLK	Rehabilitate Runway
OK	Duncan	Halliburton Field	DUC	Rehabilitate Taxilane
OK	Tulsa	Tulsa Riverside	RVS	Shift or Reconfigure Existing Taxiway
OR	Ashland	Ashland Municipal/Sumner Parker Field	S03	Reconstruct Apron

Tim A. House
Program Manager, AR/OK Airports District Office
FAA Southwest Region
817-222-5662
405-607-9949 (mobile)

We are Airports

World leaders in creating a safe and efficient system of airports!
We value Integrity, Collaboration and Innovation

U.S. Department of Transportation
Federal Aviation Administration

Airports Division
Arkansas/Oklahoma
District Office, Southwest Region

FAA ASW-630
10101 Hillwood Pkwy
Fort Worth, TX 76177-1524

September 2, 2022

The Honorable David Berrong
Mayor of Clinton
Clinton, Oklahoma

Dear Mayor Berrong:

The Grant Offer for Airport Improvement Program (AIP) Project No. **3-40-0021-019-2022** at Clinton Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the same day or after the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 14, 2022**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses

consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
    1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
    2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Timothy House, (817) 222-5662, Timothy.A.House@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Glenn Boles
Glenn Boles (Sep 2, 2022 07:59 CDT)

Glenn A. Boles, Manager
Arkansas/Oklahoma Airports
District Office

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
Diversified Construction of Oklahoma, Inc.
6288 Boucher Dr.
Edmond, OK 73034
FROM CONTRACTOR:

PROJECT:
Clinton Repair Hangar #4

VIA ARCHITECT:

APPLICATION #: 2
PERIOD TO: 08/31/22
PROJECT NOS: 2206032
CONTRACT DATE:

Distribution to:
- [X] Owner
- [X] Const. Mgr
- [ ] Architect
- [X] Contractor
- [ ]

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	$	60,266.17
2. Net change by Change Orders	$	
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	$	60,266.17
4. TOTAL COMPLETED & STORED TO DATE- (Column G on Continuation Sheet)	$	60,266.17
5. RETAINAGE:		
a. _____ of Completed Work (Columns D+E on Continuation Sheet)	$	
b. _____ of Stored Material (Column F on Continuation Sheet)	$	
Total Retainage (Line 5a + 5b or Total in Column I of Continuation Sheet)	$	
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	60,266.17
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	45,199.50
8. CURRENT PAYMENT DUE	$	15,066.67
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	-

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR:

By: Brad Latham Date: Digitally signed by Brad Latham Date: 2022.08.31 17:59:16 -05'00'

State of:
County of:
Subscribed and sworn to before me this ~~day of~~
Notary Public:
My Commission expires:

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $ 15,066.67

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

~~ARCHITECT~~: City Manager

By: Robert Smith Date: 8/31/2022

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

PROJECT:
Clinton Repair Hangar #4

APPLICATION NUMBER: 2
APPLICATION DATE: 08/31/22
PERIOD TO: 31-Aug-22
ARCHITECT'S PROJECT NO: 2206032

A	B	C	D	E	F	G		H
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored (Not In D or E)	Total Completed And Stored To Date (D + E + F)	% (G/C)	Balance To Finish (C - G)
			From Previous Application (D + E)	This Period				
1	**Repairs**	$ 60,266.17	$ 45,199.50	$ 15,066.67		$ 60,266.17	100%	$ -
2		$ -				$ -		$ -
3		$ -				$ -		$ -
4		$ -				$ -		$ -
5		$ -				$ -		$ -
6		$ -				$ -		$ -
7		$ -				$ -		$ -
8						$ -		$ -
9						$ -		$ -
10						$ -		$ -
11						$ -		$ -
12						$ -		$ -
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25						$ -		$ -
26						$ -		$ -
27						$ -		$ -
28						$ -		$ -
	SUBTOTALS PAGE 2	$ 60,266.17	$ 45,199.50	$ 15,066.67	$ -	$ 60,266.17	100%	$ -

Clinton
Hub City of Western Oklahoma

David Berrong, Mayor
Ernesto Villanueva, Ward 1
Ernie Dowdell, Ward 2
Patch McComas, Ward 3
Art Lloyd, Ward 4

Office of the City Manager

Robert B. Johnston, City Manager
City of Clinton, Oklahoma

September 1, 2022

Mr. Grayson Ardies, Director
OK Aeronautics Commission
300 N. Broadway Avenue
Oklahoma City, OK 73601

Director Ardies:

This is written to confirm the City of Clinton/Clinton Airport Authority's (CAA), intent to build a new box hangar at Clinton Regional Airport. A site map for the new hangar is attached.

The City/CAA has retained Parkhill Engineering to develop construction plans and specifications so that we can proceed with advertisement for competitive bids and award a contract as soon as practicable. The target size of the hangar is 92'x70', but this may be adjusted slightly during design. The estimated total project cost is $743,180 as shown on the attachment.

This airport improvement project will be funded by local funds, supplemented by grant funds provided by the OAC's Hangar Program.

Sincerely,

Robert B. Johnston

Robert B. Johnston
City Manager