

CONTRACT AND AGREEMENT FOR JUVENILE DETENTION SERVICES

THIS CONTRACT AND AGREEMENT FOR JUVENILE DETENTION SERVICES (hereinafter "Agreement") is entered into this 1st day of July, 2020, between the County of Comanche, a political subdivision of the State of Oklahoma, and the County of Pittsburg, a political subdivision of the State of Oklahoma.

WHEREAS, Comanche County operates and is the site of the statutorily authorized "Comanche County Regional Juvenile Detention Center" (hereinafter referred to as "Detention Center"), located in Lawton, Comanche County, Oklahoma; and,

WHEREAS, Pittsburg County desires access to the Detention Center for the purpose of detaining certain juveniles coming within the jurisdiction of the Pittsburg County District Court and having been determined to require detainment in a Detention Center as authorized by statute; and,

WHEREAS, the Detention Center is operated by the statutorily constituted Comanche County Juvenile Bureau (hereinafter "CCJB"), and is subject to the supervision of the District Court of Comanche County; and,

WHEREAS, this Agreement is authorized pursuant to 10A O.S. Section 2-3-103 and 2-3-104

NOW THEREFORE, the parties hereto agree as follows:

1. Services: Comanche County shall provide the necessary and required services for the purpose of detaining juveniles appropriately designated for detention at the Detention Center as provided by Statute.
2. Admission: A juvenile from Pittsburg County shall be admitted to the Detention Center only upon the written order or verbal authorization, with written order to follow, of the appropriate Judge of the Pittsburg County District Court with jurisdiction over said juvenile. The admission of a juvenile from Pittsburg County shall be subject to the availability of space and the rules of admission of the Detention Center. One of the rules for admission is that each juvenile admitted into the Detention Center must have a contingency plan.
3. Release: A juvenile placed in the Detention Center at the request of Pittsburg County shall not be released except upon the written order or verbal authorization by judge or authorized personnel, with written order to follow, from the appropriate Judge of the District Court of Pittsburg County or as otherwise provided herein or by statute. In the event that the Detention Center reaches capacity and additional bed space is required, the appropriate authorities of the CCJB shall utilize the detention priority guidelines in determining the detainees to be released from the Detention Center. Should the release of a detainee from Pittsburg County be necessary pursuant to said guidelines, the appropriate Juvenile Affairs worker from Pittsburg County will be notified by Detention Center personnel. The CCJB and Detention Center personnel will give as much advance notice as is possible, but none is required. Upon notification, the Juvenile Affairs worker from Pittsburg County shall be responsible for notifying the detaining Judge of the release of any detainee pursuant to said guidelines and the Office of Juvenile Affairs worker shall assist in the immediate execution of the juvenile's contingency plan in order to facilitate the release of the juvenile from the Detention Center. In the event that the contingency plan is not

implemented in a timely manner, the appropriate authority at the Detention Center and/or CCJB reserve the right to release the juvenile in order to admit a higher priority offender.

4. Transportation: Pittsburg County shall be responsible for all transportation, to and from the Detention Center, of detainees from Pittsburg County. Pittsburg County shall be responsible for all transportation associated with execution of the detainee from Pittsburg County's contingency plan.
5. Costs: Pittsburg County agrees to pay forty-dollars and zero cents (\$40.00) per juvenile/detainee, per day, while he or she is detained at Comanche County Regional Juvenile Detention Center ("Detention Center"). The Detention Center will submit a claim as required by Pittsburg County. Parties agree that such claim shall normally be submitted no later than the tenth day of each month and that reimbursement for the same will be received no later than the last day of each month. It is understood by both parties that this daily charge does not include reimbursement for any expenditure(s) made by the Detention Center for medical/dental care or expenses associated with medical/dental treatment of Pittsburg County's detained juvenile. Expenses of this nature will be billed in the same manner as outlined above as additional charges over and above the daily detention service fee. Reimbursement for such additional charges will be made by Pittsburg County pursuant to the same conditions set forth above for payment for the daily rate. In the event of a billing error, discrepancy, or oversight, both Parties agree that a revised claim may be submitted at any time after the error is discovered and proper claims shall be paid for services rendered by the end of the month that the revised claim is submitted.
6. Medical/Dental Attention: In the event medical/dental treatment and/or emergency medical/dental treatment is deemed necessary, the Detention Center shall take whatever action is deemed appropriate to provide said medical/dental attention as required by law. Notice of such treatment and/or emergency treatment shall be given to the appropriate Office of Juvenile Affairs representative (Department of Juvenile Justice) at the earliest reasonable time. The Office of Juvenile Affairs representative is responsible for contacting the appropriate Judge. In the event non-emergency medical/dental treatment is deemed appropriate by the Detention Center, notice shall be given to the appropriate Office of Juvenile Affairs (Department of Juvenile Justice) representative, provided that if the child is in the custody of the Department of Juvenile Justice, notice shall be given to the Department of Juvenile Justice for the purpose of making arrangements for said non-emergency medical/dental treatment. It is the responsibility of Pittsburg County to provide any needed security if the juvenile is hospitalized. Financial responsibilities for all medical/dental services, whether emergency or not, shall be with the parents, legal guardians or legal custodians of the juvenile and/or Pittsburg County. Pittsburg County agrees to pay direct or reimburse the Detention Center for all costs and expenses involved or incurred for either emergency or non-emergency medical/dental treatment incurred for said juvenile, except such expenses as may be occasioned by the negligence of CCRJDC or its employees. Comanche County bears no responsibility to collect payment from the parents, legal guardians or legal custodians of the juvenile and/or Pittsburg County. Said costs and expenses shall be paid within thirty (30) days after notice is given of the said expense to Pittsburg County. Pittsburg County is responsible for all medical/dental costs of its juveniles/detainees.
7. Damages: In the event a Pittsburg County detainee causes or participates in the causing of damages to the Detention Center facilities, furnishings, equipment or any other property located at the Detention Center, Comanche County reserves the right to file appropriate charges against the juvenile.
8. Liability: Pittsburg County shall hold harmless and reimburse Comanche County for any costs or expenses arising out of any liability caused by or to a Pittsburg County detainee/juvenile, Pittsburg County employees, personnel, or otherwise, which occurs at the Detention Center. Provided, however, that Pittsburg County shall not be responsible for any liability that results from the negligence of the operation of the Detention Center.
9. Termination: This Agreement shall terminate on the 30th day of June 2021. Either party may terminate this Agreement prior to said date by giving thirty (30) days written notice.

10. Modification: This Agreement is entered into based upon existing state statutes. Both parties acknowledge and agree that in the event of a change in the provisions or terms of the contract or state law, this contract shall be amended accordingly.

11. Termination Due To Unavailability Of Funding: Comanche County may terminate the contract in the event that Comanche County is not granted funding to pay for the services herein described or in the event that funding is lost due to a reduction in the budget.

Approved by the
Board of County Commissioners
of Comanche County, Oklahoma

Approved by the
Board of County Commissioners
of Pittsburg County, Oklahoma

This _____ day of _____, 2020

This _____ day of _____, 2020

Johnny Owens,
Chairman

Commissioner
Chairman

Alvin Cargill,
Vice Chairman

Commissioner
Vice Chairman

Gail Turner,
Member

Commissioner
Member

(Seal) _____
Carrie Tubbs,
COUNTY CLERK

(Seal) _____
County Clerk

Approved as to Form:
Fred Smith, District Attorney
Comanche County, Oklahoma

CHUCK SULLIVAN
Farley Ward, District Attorney
Pittsburg County, Oklahoma

BY: _____
Taren Lord-Halvorson,
Assistant District Attorney

BY: _____


Pittsburg County, OKLAHOMA

LEASE PURCHASE AGREEMENT

This agreement is made this **March 30, 2020** by and between the Board of County Commissioners of **Pittsburg County**, Oklahoma, designated throughout this agreement as the Lessee, and **The G.W. Van Keppel Company**, designated throughout this agreement as the Lessor.

I. Equipment

Subject to the terms and conditions as set forth in this agreement, the Lessor leases to the Lessee the following described Equipment, all of which shall be designated throughout this instrument as the "Equipment;"

<u>Make</u>	<u>Model</u>	<u>Description</u>	<u>Serial #</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Lease Purchase Price</u>
2019 Etnyre	4 Wheel Drive	Chip Spreader	K7298	1	\$295,000.00	\$339,617.88

II. Payment Of Lease Purchase Installments

In consideration of the agreement by the Lessor to lease purchase the equipment, the Lessee promises to pay the Lessor, for the equipment, the sum of **\$4,043.07** per **month**, (see enclosed payment schedule) during the term of this agreement or any renewal of the agreement

III. Lease Term

This lease shall commence on the date the Equipment is accepted by the Lessee and shall automatically terminate, unless renewed in accordance with the terms set forth below, at the end of the fiscal year of the State of Oklahoma during which the lease is commenced.

IV. Option To Renew

The Lessee is hereby granted 6 successive options to renew this lease for additional terms not to exceed one fiscal year each, plus one final option to renew this lease for a period of 9 months, all upon the same terms and conditions, provided that such options may be exercised, as a matter of right, solely and exclusively by the Lessee, the exercise of any such option shall be accomplished by the issuance of a purchase order upon or within thirty (30) days after the expiration of the terms of this lease or any renewal then in effect.

V. Title To Equipment

The Equipment is and shall at all times during the term of this lease and any renewal term remain the sole property of the Lessor and the Lessee shall have or acquire no right, or title to Equipment until the final payment is made.

VI. Option To Purchase

In the event the Lessee shall have exercised all of its options for renewal of this lease as provided in paragraph IV, above, upon tender of the last lease payment due under the last renewal term, the Lessee shall acquire title to and ownership of the equipment. In the alternative, the lessee, at it's sole and exclusive option, may purchase the equipment at any time during the term of this lease or during any renewal term as provided by paragraph IV, above, giving written notice to the Lessor of Lessee's intent to purchase accompanied by a single final payment of see schedule. (If the purchase price is to be reduced by a percentage of the lease payments made prior to the exercise of the purchase option, describe fully, the manner in which such reduction shall be computed. Attach a written schedule of purchase option prices which shall be incorporated in the terms of this agreement by references). In the event the Lessee shall exercise any option to purchase the Equipment, the Lessor assigns to the Lessee all rights and claims which the Lessor may have or acquire arising under the antitrust laws of the United States or any State regarding the Equipment purchased under the terms of this agreement.

VII. Delivery And Return Of Equipment

The Lessor shall bear all costs of shipping and delivering the Equipment to the Lessee. Installation costs, if any, shall be borne by the Lessor. The Equipment shall be delivered to or installed at the location designated by the Lessee..

VIII. Repairs And Maintenance

The Lessee shall maintain the Equipment in good working order and shall make all necessary routine adjustments and repairs, as a result of fair wear and tear, all at the expense of the Lessee. The Lessor and the Lessee may provide for the maintenance and repair of the Equipment by separate written agreement, and in the event they make such agreement, its terms shall supersede and replace the provisions of this paragraph of this lease.

IX. Taxes

The Lessor shall forthwith pay all taxes which may be imposed upon it with respect to the Equipment.

X. Insurance

The Lessee shall obtain and maintain fire and extended coverage casualty insurance covering the Equipment from the time the Equipment is delivered until this lease is terminated. This insurance shall be in a form acceptable to the Lessor and shall insure the full value of the Equipment against the risk of loss or damage. The Lessee shall provide the Lessor with written notice at least ten days prior to any change in the insurance required under the terms of this paragraph.

XI. Patents

the event any suit is instituted against the Lessee which is based upon any claim that any of the Equipment is implicated in an infringement of any provision of the united States Patent Law, the Lessor shall, at its own expense, defend such suit against the Lessee; provided, Lessee provides the Lessor with prompt notice of the institution of such suit and permits the Lessor to fully participate in the defense. The Lessee shall also retain the right to participate in such defense and shall, in any event, provide the Lessor with all available information, assistance and authority to enable the Lessor to conduct the defense. No compromise or settlement of such suit resulting in a judgment against the Lessee shall obligate or bind the Lessor unless the Lessor shall have accepted such compromise or settlement, the Lessor shall have the right to enter into negotiations for and effect a compromise or settlement of such patent action, but no such compromise or settlement shall be binding upon Lessee unless approved by the Lessee. Subject only to the terms of this paragraph, the Lessor shall hold the Lessee harmless from any liability arising from any patent suit such as is described above. In the event of any of the Equipment shall be held, in any suit, to constitute an infringement of patent law, and its use shall be enjoined, then the Lessor shall, at its sole option and at the Lessor's expense:

1. Obtain for the Lessee the right to continue to use the Equipment;
2. Replace or modify the Equipment in a manner acceptable to the Lessee so that the Equipment no longer infringes any provision of patent Law.

XII. Funding

Notwithstanding any other provision of this agreement, the parties acknowledge and agree that the funds to be paid by the Lessee under the terms of this lease will be available only as appropriated on a fiscal year to fiscal year basis by properly constituted legal authority. In the event that the Lessee determines that sufficient funds have not been appropriated to make the payments required under the terms of this agreement, the obligations of the Lessee under this agreement shall terminate. In such event, the Lessee shall give prompt written notice of termination to the Lessor.

XIII. Assignment

The Lessor may, with the prior written approval of the Lessee, assign its right to receive payment of lease due under the terms of this agreement. However, any such assignment shall not relieve the Lessor of its responsibilities to perform the duties and obligations imposed upon it by this agreement.

XIV. Road Machinery and Equipment

If the terms of this agreement are in regards to road machinery or Equipment, the Lessee assumes all risk and liability for and shall hold the Lessor harmless from all damages to property and injuries and death to persons arising out of the use, possession or transportation of said road machinery or Equipment.

XV. Entire Agreement Of The Parties And Severability

Except as otherwise provided in the above terms and conditions, this lease, together with applicable purchase orders and the invitation to bid, constitute the entire agreement of the parties. This agreement may not be modified or terminated except as provided in the above terms and conditions or by written agreement of the Lessor and Lessee. If any provision of the agreement shall be determined to be invalid, it shall be considered as deleted from this agreement and no remaining provision of the agreement shall be deemed invalid.

XVI. Choice Of Law

This lease shall be governed in all respects by the laws of the State of Oklahoma. In the event that any litigation shall occur concerning the terms and conditions of this lease or the rights and duties of the parties, the parties agree that any such suit shall be maintained in the District Court in and for Pittsburg County, State of Oklahoma.

Approved by the Board of County Commissioners At
Pittsburg County, Oklahoma

Charlie Rogers, District #1

FOR THE LESSOR: **The G.W. Van Keppel Company**

Kevin Smith, District #2

Ross Selman, District #3

ATTEST: _____
Hope Trammell, County Clerk

SCHEDULE OF RENTAL PAYMENTS

Lease No. 64470

This Schedule is executed by The G.W. Van Keppel Company ("Lessor") and Pittsburg County ("Lessee"), as a supplement to, and is hereby attached to and made a part of that certain Lease Purchase Agreement For Equipment dated as of March 30, 2020 ("Lease"), between Lessor and Lessee.

EQUIPMENT LOCATION: District #1: 200 Craig Avenue, Haileyville, OK

PAYMENT SCHEDULE:

RATE: 4.04%

Equipment Cost \$295,000.00 + Doc Fee \$200.00 = \$295,300.00

	Date	Payment	Interest	Principal	Balance
Loan	03/30/2020				295,300.00
1	04/30/2020	4,043.07	1,013.97	3,029.10	292,270.90
2	05/31/2020	4,043.07	1,003.57	3,039.50	289,231.40
3	06/30/2020	4,043.07	961.10	3,081.97	286,149.43
4	07/31/2020	4,043.07	982.55	3,060.52	283,088.91
5	08/31/2020	4,043.07	972.04	3,071.03	280,017.88
6	09/30/2020	4,043.07	930.48	3,112.59	276,905.29
7	10/31/2020	4,043.07	950.81	3,092.26	273,813.03
8	11/30/2020	4,043.07	909.86	3,133.21	270,679.82
9	12/31/2020	4,043.07	929.44	3,113.63	267,566.19
10	01/31/2021	4,043.07	918.74	3,124.33	264,441.86
11	02/28/2021	4,043.07	820.14	3,222.93	261,218.93
12	03/31/2021	4,043.07	896.95	3,146.12	258,072.81
13	04/30/2021	4,043.07	857.56	3,185.51	254,887.30
14	05/31/2021	4,043.07	875.21	3,167.86	251,719.44
15	06/30/2021	4,043.07	836.45	3,206.62	248,512.82
16	07/31/2021	4,043.07	853.32	3,189.75	245,323.07
17	08/31/2021	4,043.07	842.37	3,200.70	242,122.37
18	09/30/2021	4,043.07	804.56	3,238.51	238,883.86
19	10/31/2021	4,043.07	820.26	3,222.81	235,661.05
20	11/30/2021	4,043.07	783.09	3,259.98	232,401.07
21	12/31/2021	4,043.07	798.00	3,245.07	229,156.00
22	01/31/2022	4,043.07	786.85	3,256.22	225,899.78
23	02/28/2022	4,043.07	700.61	3,342.46	222,557.32
24	03/31/2022	4,043.07	764.20	3,278.87	219,278.45
25	04/30/2022	4,043.07	728.65	3,314.42	215,964.03
26	05/31/2022	4,043.07	741.56	3,301.51	212,662.52
27	06/30/2022	4,043.07	706.67	3,336.40	209,326.12
28	07/31/2022	4,043.07	718.76	3,324.31	206,001.81
29	08/31/2022	4,043.07	707.35	3,335.72	202,666.09
30	09/30/2022	4,043.07	673.45	3,369.62	199,296.47
31	10/31/2022	4,043.07	684.33	3,358.74	195,937.73
32	11/30/2022	4,043.07	651.09	3,391.98	192,545.75

33	12/31/2022	4,043.07	661.15	3,381.92	189,163.83
34	01/31/2023	4,043.07	649.53	3,393.54	185,770.29
35	02/28/2023	4,043.07	576.15	3,466.92	182,303.37
36	03/31/2023	4,043.07	625.98	3,417.09	178,886.28
37	04/30/2023	4,043.07	594.43	3,448.64	175,437.64
38	05/31/2023	4,043.07	602.40	3,440.67	171,996.97
39	06/30/2023	4,043.07	571.54	3,471.53	168,525.44
40	07/31/2023	4,043.07	578.67	3,464.40	165,061.04
41	08/31/2023	4,043.07	566.77	3,476.30	161,584.74
42	09/30/2023	4,043.07	536.94	3,506.13	158,078.61
43	10/31/2023	4,043.07	542.80	3,500.27	154,578.34
44	11/30/2023	4,043.07	513.65	3,529.42	151,048.92
45	12/31/2023	4,043.07	518.66	3,524.41	147,524.51
46	01/31/2024	4,043.07	506.56	3,536.51	143,988.00
47	02/29/2024	4,043.07	462.52	3,580.55	140,407.45
48	03/31/2024	4,043.07	482.12	3,560.95	136,846.50
49	04/30/2024	4,043.07	454.73	3,588.34	133,258.16
50	05/31/2024	4,043.07	457.57	3,585.50	129,672.66
51	06/30/2024	4,043.07	430.89	3,612.18	126,060.48
52	07/31/2024	4,043.07	432.85	3,610.22	122,450.26
53	08/31/2024	4,043.07	420.46	3,622.61	118,827.65
54	09/30/2024	4,043.07	394.86	3,648.21	115,179.44
55	10/31/2024	4,043.07	395.49	3,647.58	111,531.86
56	11/30/2024	4,043.07	370.61	3,672.46	107,859.40
57	12/31/2024	4,043.07	370.36	3,672.71	104,186.69
58	01/31/2025	4,043.07	357.75	3,685.32	100,501.37
59	02/28/2025	4,043.07	311.70	3,731.37	96,770.00
60	03/31/2025	4,043.07	332.28	3,710.79	93,059.21
61	04/30/2025	4,043.07	309.23	3,733.84	89,325.37
62	05/31/2025	4,043.07	306.72	3,736.35	85,589.02
63	06/30/2025	4,043.07	284.41	3,758.66	81,830.36
64	07/31/2025	4,043.07	280.98	3,762.09	78,068.27
65	08/31/2025	4,043.07	268.06	3,775.01	74,293.26
66	09/30/2025	4,043.07	246.87	3,796.20	70,497.06
67	10/31/2025	4,043.07	242.07	3,801.00	66,696.06
68	11/30/2025	4,043.07	221.63	3,821.44	62,874.62
69	12/31/2025	4,043.07	215.89	3,827.18	59,047.44
70	01/31/2026	4,043.07	202.75	3,840.32	55,207.12
71	02/28/2026	4,043.07	171.22	3,871.85	51,335.27
72	03/31/2026	4,043.07	176.27	3,866.80	47,468.47
73	04/30/2026	4,043.07	157.74	3,885.33	43,583.14
74	05/31/2026	4,043.07	149.65	3,893.42	39,689.72
75	06/30/2026	4,043.07	131.89	3,911.18	35,778.54
76	07/31/2026	4,043.07	122.85	3,920.22	31,858.32
77	08/31/2026	4,043.07	109.39	3,933.68	27,924.64
78	09/30/2026	4,043.07	92.79	3,950.28	23,974.36
79	10/31/2026	4,043.07	82.32	3,960.75	20,013.61
80	11/30/2026	4,043.07	66.50	3,976.57	16,037.04
81	12/31/2026	4,043.07	55.07	3,988.00	12,049.04
82	01/31/2027	4,043.07	41.37	4,001.70	8,047.34
83	02/28/2027	4,043.07	24.96	4,018.11	4,029.23
84	03/31/2027	4,043.07	13.84	4,029.23	0.00

Grand Totals 339,617.88 44,317.88 295,300.00

Lessee is obligated to only pay such rental payments under this agreement as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current budget year. Should Lessee fail to budget, appropriate or otherwise make available funds to pay rental payments following the then current original term or renewal term, this agreement shall be deemed terminated at the end of the then current original term or renewal term. Final payment may vary due to the actual date payments were received.

LESSEE: Pittsburg County

BY: _____
Charlie Rogers, District #1

TITLE: County Commissioner

CERTIFICATE OF ACCEPTANCE

I, the undersigned, hereby certify that I am the duly qualified and acting County Commissioner, **District #1**, for **Pittsburg County**, State of Oklahoma ("Lessee") with respect to the Lease Purchase Agreement For Equipment dated **March 30, 2020**, (the "Lease"), by and between the **The G.W. Van Keppel Company**, ("Lessor") and Lessee, and that:

1. The equipment described in the Lease (the "Equipment") has been delivered and installed in accordance with the Specifications (as that term is defined in the Lease) and has been irrevocably accepted by Lessee.

2. The rental payments provided for in the Lease (the "Rental Payments") shall commence and be due and payable on **April 30th, 2020**, and the **last day** of each **month** thereafter in accordance with the Lease.

3. Lessee has appropriated and/or taken all other lawful actions necessary to provide monies sufficient to pay all Rental Payments required to be paid under the Lease during the fiscal year of Lessee for which monies have been appropriated and such monies will be applied in payment of all Rental Payments due and payable during such current fiscal year.

4. Lessee is exempt from all personal property taxes, and is exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.

5. Equipment Description: **2019 Etnyre 4 Wheel Drive Chip Spreader SN# K7298**

DATED: **March 30, 2020**

By: _____
Charlie Rogers, District #1

Title: **County Commissioner** _____

(To be executed and delivered at the time of delivery of the Equipment)

OPINION OF COUNSEL

With respect to that certain Lease-Purchase Agreement for Equipment ("Lease") dated **March 30, 2020** by and between Lessor and Lessee. I am of the opinion that:

(i) Lessee is a tax exempt entity under section 103 of the Internal Revenue Code of 1986, as amended; (ii) the execution, delivery and performance by Lessee of the Lease have been duly authorized by all necessary action on the part of Lessee; (iii) the Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms and all statements contained in the Lease and all related instruments are true; (iv) there are no suits, proceedings or investigations pending or, to my knowledge, threatened against or affecting Lessee, at law or in equity, or before or by any governmental or administrative agency or instrumentality which, if adversely determined, would have a material adverse effect on the transaction contemplated in the Lease or the ability of Lessee to perform its obligations under the Lease and Lessee is not in default under any material obligation for the payment of borrowed money, for the deferred purchase price of property or for the payment of any rent under any lease agreement which either individually or in the aggregate would have the same such effect; and (v) all required public bidding procedures regarding the award of the Lease have been followed by Lessee and no governmental orders, permissions, consents, approvals or authorizations are required to be obtained and no registrations or declarations are required to be filed in connection with the execution and delivery of the Lease.

Counsel for Lessee: _____

By: _____

Title: _____

Date: _____

**CERTIFICATE WITH RESPECT TO
QUALIFIED TAX-EXEMPT OBLIGATION**

1. This certificate with respect to qualified tax-exempt obligations (the "Certificate") is executed for the purpose of establishing that the Lease has been designated by Lessee as a qualified tax exempt obligation of Lessee for purposes of Section 265(b)(3)(B) of the Tax Reform Act of 1986.
2. Lessee is a political subdivision of the State of Oklahoma and the Lease is being issued by Lessee in calendar year 2019-2020.
3. No portion of the gross proceeds of the Lease will be used to make or finance loans to persons other than governmental units or be used in any trade or business carried on by any person other than a governmental unit.
4. The Lease is issued to provide financing as a qualified project bond within the meaning of the Act.
5. Including the Lease herein so designated, Lessee has not designated more than \$10,000,000.00 of obligations issued during calendar year 2019-2020 as qualified tax-exempt obligations. Lessee reasonably anticipates that the total amount of qualified tax-exempt obligations to be issued by Lessee during the current calendar year will not exceed \$10,000,000.00.
6. Lessee reasonably anticipates that the total amount of qualified tax-exempt obligations to be issued by Lessee during the calendar year 2019-2020 will not exceed \$10,000,000.00.
7. This Certificate is based on facts and circumstances in existence on this date.

IN WITNESS WHEREOF, I have set my hand this March 30, 2020.

Lessee: **Pittsburg County**

By: _____
Charlie Rogers, District # 1

Title: County Commissioner

Attest: _____
Hope Trammell, County Clerk

March 30, 2020

Pittsburg County
115 E. Carl Albert Parkway
McAlester, OK 74501

Re: Lease Purchase Agreement For Equipment dated March 30, 2020, between The G.W. Van Keppel Company, Lessor, and Pittsburg County, Lessee.

Dear Board of County Commissioners:

Please be advised that The G.W. Van Keppel Company has assigned and transferred to Welch State Bank, all of its right, title and interest in and to the above-described Lease Purchase Agreement For Equipment, including title to the property leased thereunder and the right to receive lease payments. A copy of the assignment is enclosed for your file. Please note the fact of this assignment in your records (as required by Section 149(a) of the Internal Revenue Code of 1986) and make all further payments to:

Welch State Bank
P.O. Box 129
Welch, OK 74369

Please acknowledge your receipt of this notice by returning a copy, signed by a duly authorized officer in the space provided below.

Sincerely,

WELCH STATE BANK

ACKNOWLEDGED:

By: Sherri J. Mount, Senior Vice President

By: Charlie Rogers, District # 1

Title: County Commissioner

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name Pittsburg County Board of County Commissioners		2 Issuer's employer identification number (EIN) 73-6006407	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)	
115 E. Carl Albert Parkway		3	
6 City, town, or post office, state, and ZIP code McAlester, OK 74501		7 Date of issue 03/30/2020	
8 Name of issue Lease/Purchase		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Hope Trammell, County Clerk		10b Telephone number of officer or other employee shown on 10a 918-423-6865	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ► Lease/Purchase Equipment	18	295,300	00
19a If bonds are TANs or RANs, check only box 19a			<input type="checkbox"/>
b If bonds are BANs, check only box 19b			<input type="checkbox"/>
20 If bonds are in the form of a lease or installment sale, check box			<input checked="" type="checkbox"/>

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	03/31/2027	\$ 295,300.00	\$ N/A	7 years	4.04 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23		
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27		
28 Proceeds used to refund prior taxable bonds. Complete Part V	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	►	_____ years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	►	_____ years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	►	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	►	_____

Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a		
b Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____			
c Enter the name of the GIC provider ▶ _____			
37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		
38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ <input type="checkbox"/> and enter the following information:			
b Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____			
c Enter the EIN of the issuer of the master pool bond ▶ _____			
d Enter the name of the issuer of the master pool bond ▶ _____			
39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ <input checked="" type="checkbox"/>			
40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ <input type="checkbox"/>			
41a If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> and enter the following information:			
b Name of hedge provider ▶ _____			
c Type of hedge ▶ _____			
d Term of hedge ▶ _____			
42 If the issuer has superintegrated the hedge, check box ▶ <input type="checkbox"/>			
43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ <input type="checkbox"/>			
44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ <input type="checkbox"/>			
45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ <input type="checkbox"/> and enter the amount of reimbursement ▶ _____			
b Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____			

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	Signature of issuer's authorized representative	Date	Charlie Rogers, Commissioner	Type or print name and title
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed PTIN
	Firm's name ▶	Firm's EIN ▶		
	Firm's address ▶	Phone no.		

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE entered into this March 30, 2020 by and between **The G.W. Van Keppel Company** (herein "Assignor") and **Welch State Bank** (herein "Assignee").

IN CONSIDERATION of the mutual agreements and understandings herein contained, in consideration of One Dollar (\$1.00) and other good valuable consideration, the parties hereto agree as follows:

1. Assignor hereby assigns to Assignee its entire right, title and interest in and to that certain Lease Purchase Agreement dated March 30, 2020 and entered into by and between Assignor and the Board of County Commissioners of Pittsburg County (herein "Lease"), together with Assignor's right to receive all rent and other monies thereunder, and all of Assignor's right title and interest in and to any guaranties or other rights and interest granted to Assignor to secure the payment due under the terms of the Lease.

2. Assignor represents, warrants and covenants to Assignee as follows:

(A) The Lease has been duly and validly executed by all parties thereto.

(B) No act of default in the Lease has occurred to date since the execution of this Assignment.

3. The rights and privileges of Assignee under this agreement shall inure to the benefits of its successors and assigns. All covenants, representations, warranties, and agreements of Assignor contained in this agreement shall bind Assignor's successors and assigns.

4. If any provision of this Agreement shall for any reasons be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and this Assignment shall be construed as if such invalid or unenforceable provision had never been contained herein.

5. It is the intention of the parties that this Agreement be governed by the laws of the state of Oklahoma.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

ASSIGNOR: **The G.W. Van Keppel Company**

ASSIGNEE: **Welch State Bank**

By: _____

By: _____
Sherri J. Mount, Senior Vice President

Part 1

SUBCONTRACT

Contract Title: Rural Economic Action Plan Funds

Subcontract Number: **2020 REAP Fund K4036-20**

Contracting Agency: Oklahoma Department of Commerce
Contractor: Kiamichi Economic Development District of OK (KEDDO)

Subcontractors: Pittsburg County/Bucks of Gaines Creek Road

Subcontractor Address: 115 East Carl Albert Parkway, Suite 100
McAlester, OK 74501

Subcontractor Telephone: 918-423-1338

Description of Project: Asphalt overlay to approximately (1.5) miles to Bucks of Gaines Creek Road located approximately (4) miles northeast of McAlester, Ok and lying in Sections 11,12,13,14 T6N R15E in District 3.

Amount: \$94,642.02

Source: House Bill 2765, Regular Session, 57th Oklahoma Legislature (2019)

Funding Period: July 1, 2019 through June 30, 2020
Requisition Period: **March 1, 2020 through May 15, 2021**

Submit Requisitions to: KEDDO
1002 Highway 2 North
Wilburton, OK 74578

Issue Payment to: Pittsburg County
115 East Carl Albert Parkway, Suite 100
McAlester, OK 74501

Agreement Components: Part I-Summary and Signatures
Part II-Terms and Conditions

SIGNATURES-EXECUTION OF SUBCONTRACT

KEDDO

SUBCONTRACTOR


Signature

Signature

Danny Baldwin, Executive Director
Typed or Printed Name and Title


Typed or Printed Name and Title


Date

Date

PART II - TERMS AND CONDITIONS

1. AVAILABILITY OF FUNDS

- A. Payments pursuant to the contract are to be made only from monies made available to KEDDO through the Oklahoma Department of Commerce of the State of Oklahoma for the REAP program. Notwithstanding any other provisions, payments to the Contractor and Subcontractor by the Oklahoma Department of Commerce of the State of Oklahoma are subject to the availability of such funds, as determined by State action and/or law. The Oklahoma Department of Commerce of the State of Oklahoma may take any action necessary in accordance with such determination.
- B. All projects shall be started by **July 1, 2020**. Projects not under construction by **September 1, 2020** are subject to be defunded with funds being awarded to alternate projects. Projects shall be closed out by **May 15, 2021**.

2. MODIFICATION (AMENDMENT)

- A. This contract is subject to such modification as may be required by State law. Any such modification may be done unilaterally by the Oklahoma Department of Commerce of the State of Oklahoma.
- B. Except as otherwise provided in this contract, the work and services to be performed and the total subcontract amount may be modified only upon written agreement of the duly-authorized representatives of both parties.
- C. Revisions to this subcontract must be approved in writing in advance by KEDDO and the Oklahoma Department of Commerce of the State of Oklahoma.
- D. A waiver by the Oklahoma Department of Commerce of the State of Oklahoma of any provision of this contract must be recommended by KEDDO and in writing and signed by the Oklahoma Department of Commerce of the State of Oklahoma.

3. THE KIAMICHI ECONOMIC DEVELOPMENT DISTRICT OF OKLAHOMA

The Kiamichi Economic Development District of Oklahoma will provide funding for the project up to the total subcontract amount.

4. SUBCONTRACTOR

- A. The Subcontractor will provide the necessary personnel, facilities, supplies, equipment and/or related resources and skills to accomplish this project in accordance with the terms and conditions of this subcontract. The Subcontractor agrees to perform those duties, obligations and representations contained in this contract and all amendments thereto submitted to and accepted by the Oklahoma Department of Commerce of the State of Oklahoma and KEDDO.
- B. All of the work and services required shall be performed by the Subcontractor, or be performed under the Subcontractor's supervision, and all personnel engaged therein must be fully qualified and authorized under State and local law to perform such work and services.
- C. None of the work and services covered by this subcontract may be subcontracted without prior written approval of KEDDO and the Oklahoma Department of Commerce of the State of Oklahoma.

D. In no event will this subcontract incur obligation on the part of the Oklahoma Department of Commerce of the State of Oklahoma or KEDDO beyond that stated in section 3, above.

5. EMPLOYEE BENEFITS

The Subcontractor shall have full responsibility for payment of Worker's Compensation insurance, unemployment insurance, social security, state and federal income taxes, and any other deductions required by law for their employees.

6. CERTIFICATIONS BY SUBCONTRACTOR

A. The Subcontractor expressly agrees to be solely responsible to ensure that the use of monies received under this contract complies with all State statutes and other legal authority. The Subcontractor recognizes that it is responsible for assuring financial programmatic compliance to KEDDO.

B. The Subcontractor specifically certifies and assures that:

1. It will adhere to State regulations pertaining to non-discrimination.
2. It will maintain fiscal controls and accounting procedures adequate to ensure the proper disbursement and accounting for all funds received pursuant to this program.

7. HOLD HARMLESS CLAUSE

The Subcontractor shall, within limitations placed on such entities by State law, save harmless KEDDO and the State of Oklahoma, its agents, officers and employees from all claims and actions and all expenses defending same that are brought as a result of any injury or damages sustained by any person or property in consequence of any act or omission by the Subcontractor. The Subcontractor shall, within limitations placed on such entities by State law, save harmless KEDDO and the State of Oklahoma, its agents, officers, and employees from any claim or amount recovered as a result of infringement of patent, trademark or copyright or from any claim or amounts arising or recovered under Workers' Compensation law or any other law.

8. POLITICAL ACTIVITY

A. No portion of the subcontract funds may be used for any political activity or to further the election or defeat of any candidate for public office.

B. No portion of the subcontract funds may be used for lobbying activities.

9. PAYMENTS TO COMPANIES

A. No subcontract funds may be paid to any corporation, limited liability company, partnership, proprietor or other private entity except for services to be provided pursuant to an approved project.

A. No subcontract funds may be loaned to any corporation, limited liability company, partnership, proprietor or other legal entity.

10. NO-CONFLICT COVENANT

The Subcontractor covenants that no members or employees of any governing board of the Subcontractor have any personal or financial interest, direct or indirect, and that none shall acquire any such interest, that would conflict with the full and complete execution of this contract. The Subcontractor further covenants that in the performance of this contract, no person having any such interest will be employed by the Subcontractor.

11. COMPENSATION TO CONTRACTOR

- A. Funds made available pursuant under this contract shall be used only for expenses incurred during the period funded as specified in Part I for the purposes and activities approved and agreed to by KEDDO and the Oklahoma Department of Commerce of the State of Oklahoma. No subcontract funds shall be used for expenses incurred either prior to or after the time period specified. Subcontract funds shall not be used for any purpose other than those approved and agreed to by KEDDO and the Oklahoma Department of Commerce of the State of Oklahoma.
- B. The funds provided under this subcontract shall not be used to pay any administrative expenses of the entity requesting the funds or any expenses of Subcontractor in preparation for this project. This provision shall not apply to funds provided pursuant to 62 O.S. 2009 § 2011 (c) (Section 11.C. of House Bill 1434, 45th Legislature, Second Regular Session, 1996, effective July 1, 1996. Amended by Laws 1997, c. 236, § 3, eff. July 1, 1997; Laws 1998, c. 373, § 6, eff. July 1, 1998; Laws 2008, c. 392, § 4, emerg. eff. June 3, 2008.).

12. TRAVEL AND PER DIEM

No travel-related costs, including per diem, shall be paid from these funds.

13. PROCUREMENT

Procurement of goods and services and the management and disposition of personal property acquired with subcontract funds shall be governed by the principles of the Oklahoma Central Purchasing Act, 74 O.S. 85.1, et. seq.

14. RECORDS, REPORTS, DOCUMENTATION

- A. The Subcontractor shall maintain records and accounts, including property, personnel and financial records, that properly document and account for all project funds. Some specific types and forms of records may be required by KEDDO and the Oklahoma Department of Commerce of the State of Oklahoma.
- B. The Subcontractor shall furnish KEDDO or the Oklahoma Department of Commerce of the State of Oklahoma with narrative reports and financial reports related to this contract in the forms and at such times as may be required by the Oklahoma Department of Commerce of the State of Oklahoma.
- C. The Subcontractor shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this contract for at least five (5) years from the date of submission of the Final Expenditure Report or until all audit findings have been resolved, whichever is later, or as otherwise required by law. The Subcontractor shall, as the Oklahoma Department of Commerce of the State of Oklahoma deems necessary, permit authorized representatives of the Oklahoma Department of Commerce of the State of Oklahoma, Kiamichi Economic Development District of Oklahoma (KEDDO), and the State of Oklahoma to have full access to and the right to fully examine all such materials.

15. CLOSING OUT OF PERIOD FUNDED

- A. The Subcontractor shall promptly return to the Rural Economic Action Plan any funds received under this contract that are not obligated as of the final date of the period funded. Funds shall be considered obligated only

if goods and services have been received or a binding contract for such has been executed as of the final date of the period funded.

- C. The Subcontractor shall submit closeout documents no later than sixty (60) days after the final date of the period funded. Said closeout documents shall be accompanied by the Final Expenditure Report.
- D. When actual expenditures total less than the subcontract amount, the subcontract shall automatically be deobligated to the actual expenditures as shown in the closeout documents and such excess funds shall be promptly returned to the Rural Economic Action Plan fund.

16. INTERPRETATION REMEDIES

- A. In the event the parties fail to agree on changes or interpretation of this contract, the decision of the Oklahoma Department of Commerce of the State of Oklahoma shall prevail.
- B. In the event of any disagreement between the Subcontractor and KEDDO and the Oklahoma Department of Commerce of the State of Oklahoma relating to the technical competence of the work and services being performed and its conformity to the requirements of this contract, the decision of the Oklahoma Department of Commerce of the State of Oklahoma shall prevail.
- C. Neither forbearance nor payment by KEDDO or the Oklahoma Department of Commerce of the State of Oklahoma shall be construed to constitute waiver of any remedies for any default or breach by the Subcontractor that exists or occurs later.

17. TERMINATION OR SUSPENSION

- A. This Subcontract may be terminated or suspended in whole or in part at any time by written agreement of the parties.
- B. This subcontract may be terminated or suspended by KEDDO or the Oklahoma Department of Commerce of the State of Oklahoma, in whole or in part, for cause, after notice and an opportunity for Subcontractor to present reasons why such action should not be taken. Grounds constituting cause include but are not limited to:
 - (1) Subcontractor fails to comply with provisions of this contract or with any applicable laws, regulations, guidelines or procedures, or is unduly dilatory in executing its commitments under this subcontract.
 - (2) Purposes for the funds have not been or will not be fulfilled or would be illegal to carry out.
 - (3) Subcontractor has submitted incorrect or incomplete documentation pertaining to this contract.
- C. In the event of termination or suspension, the Subcontractor shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action and to reimbursement for reasonable and necessary expenses. The Subcontractor shall reduce to the minimum possible all obligations, prepaid expenses and other costs.
- D. The Subcontractor shall not be relieved of liability to KEDDO or the Oklahoma Department of Commerce of the State of Oklahoma for damages sustained by KEDDO or the Oklahoma Department of Commerce of the State of Oklahoma by virtue of any breach of this contract by Contractor or Subcontractor. The Oklahoma Department of

Commerce of the State of Oklahoma or KEDDO may withhold payments due under this subcontract pending resolution of the damages.

18. ENTIRE AGREEMENT

This subcontract constitutes the entire agreement between the Subcontractor, KEDDO and the Oklahoma Department of Commerce of the State of Oklahoma, that it is final and complete. No evidence of alleged prior dealings, course of dealings or performance not specifically set out herein shall be deemed in any sense relevant to supply any unexpressed term, to supplement or qualify this subcontract or to add any stipulation or obligation different from or inconsistent with the express provisions of this subcontract.

19. SEVERABILITY CLAUSE

If any provision under this subcontract or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this subcontract or its application that can be given effect without the invalid provision or application.

NON-COLLUSION AFFIDAVIT

State of Oklahoma
County of Pittsburg *SS.

I Charlie Rogers, certify that I am the chief
elected or appointed official of Pittsburg County
(Hereinafter subcontractor),

Which subcontracts with the Kiamichi Economic Development District of Oklahoma (KEDDO),
for Rural Economic Action Plan Funds (REAP), says that:

1. (S)He is duly authorized agent of the above named entity, as subcontractor and/or
procuring the subcontract which is attached to this statement, for the purpose of certifying
the facts pertaining to the existence of collusion among applicants and grant awardee's
and their officials or employees, as well as, facts pertaining to the giving or offering of
things of value to personnel of any organization in return for special consideration in the
award of any contract or grant pursuant to the subcontract to which this statement is
attached.
2. (S)He is fully aware of the facts and circumstances surrounding the making of the bid
and/or the procurement of the subcontract to which this statement is attached and has been
personally and directly involved in the proceedings leading to the submission of such
applications or the procurement of the subcontract which is attached to this statement and
has been personally and directly involved in the proceedings leading to the submission of
such applications.
3. Neither the subcontractor nor anyone subject to the subcontractor's direction or control
has been a party: a) to any collusion among applicants in restraint of freedom of
competition by agreement to apply or to refrain from applying; b) to paying, giving or
donating or agreeing to pay, give or donate to any officer or employee of the Kiamichi
Economic Development District of Oklahoma (KEDDO), any money or other thing of
value, either directly or indirectly, in procuring the subcontract to which this statement is
attached.

X Boce Chairman
NAME/TITLE

Subscribed and sworn before me this _____ day of _____, 20__

X _____
CLERK OR NOTARY PUBLIC

My commission expires: _____

SEAL

CERTIFICATE OF AUTHORIZED SIGNATURES

I, Charlie Rogers, certify that I am the chief elected or appointed official of Pittsburg County

Name of Organization (city/county)

(hereinafter Contractor), which contracts with the Kiamichi Economic Development District of Oklahoma (KEDDO).

I certify that each such contract will be signed for and on behalf of Contractor pursuant to authority granted by its governing body and within the scope of its legal powers.

I certify that the persons named below as contract signatories are authorized to sign all contracts and related documents issued to Contractor by the Kiamichi Economic Development District of Oklahoma (KEDDO) and that the persons named as Fiscal Signatories are authorized to sign all fiscal and record keeping documents on behalf of Contractor.

This certification is effective with the date shown below and shall remain in effect until revised or canceled by Contractor.

CONTRACT SIGNATORIES

(Please Select Three)

Charlie Rogers, Booc Chairman

Typed or Printed Name and Title of Contract Signatory

Signature

Ross Selman, Vice-Chairman

Typed or Printed Name and Title of Contract Signatory

Signature

Kevin Smith, Member

Typed or Printed Name and Title of Contract Signatory

Signature

FISCAL SIGNATORIES

(Please Select Three)

Charlie Rogers, Booc Chairman

Typed or Printed Name and Title of Contract Signatory

Signature

Hope Trammell, County Clerk

Typed or Printed Name and Title of Contract Signatory

Signature

Sandra Crenshaw, 1st Deputy, Booc

Typed or Printed Name and Title of Contract Signatory

Signature

CONTRACTOR RECOGNIZES THAT IT HAS FULL RESPONSIBILITY TO GIVE THE KIAMICHI ECONOMIC DEVELOPMENT DISTRICT OF OKLAHOMA (KEDDO) TIMELY NOTICE OF ANY CHANGE IN THE INDIVIDUALS DESIGNATED ABOVE, OR OF ANY CHANGE OR LIMIT IN THEIR AUTHORITY, INCLUDING THE TYPE OF PROGRAM OR AMOUNT CONTRACTED FOR.

STATE OF OKLAHOMA

COUNTY OF Pittsburg

Subscribed and sworn to before me this

_____ day of _____, 20_____

(Signature - Chief Elected or Appointed Official)

Charlie Rogers, Booc Chairman
(Typed or Printed Name & Title)

Notary Public (or Clerk or Judge)

(Date)

(Seal)

MY COMMISSION EXPIRES _____

INTERLOCAL AGREEMENT

BETWEEN

PITTSBURG COUNTY DISTRICT #3 AND JIMMY EPPS

WHEREAS, Pittsburg County District #3 and Jimmy Epps wish to enter into the following agreement.

Jimmy Epps has agreed to allow Pittsburg County District #3 to come on to his property to improve the drainage on Byington Road.

This agreement may be terminated by either party by written notice.

Dated March 30, 2020

BOARD OF COUNTY COMMISSIONERS

PITTSBURG COUNTY, OKLAHOMA

CHAIRMAN

ATTEST:

VICE-CHAIRMAN

MEMBER

COUNTY CLERK



LANDOWNER

INTERLOCAL AGREEMENT
BETWEEN
PITTSBURG COUNTY DISTRICT #3 AND LEE ROY MILLER

WHEREAS, Pittsburg County District #3 and Lee Roy Miller wish to enter into the following agreement.

Lee Roy Miller has agreed to allow Pittsburg County District #3 to come on to his property to remove trees to improve sight at an intersection.

This agreement may be terminated by either party by written notice.

Dated March 30, 2020

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

CHAIRMAN

ATTEST:

VICE-CHAIRMAN

MEMBER

COUNTY CLERK



LANDOWNER

INTERLOCAL AGREEMENT
BETWEEN
PITTSBURG COUNTY DISTRICT #1 AND LINDA LAWSON

WHEREAS, Pittsburg County District #1 and Linda Lawson wish to enter into the following agreement:

Linda Lawson has agreed to allow Pittsburg County District #1 permission to enter onto his property for the sole purpose of clearing a fence line along Fairview Road to help correct a blind curve.

Pittsburg County District 1 agrees to repair any damages caused by Pittsburg County District 1 while on Mrs. Lawson's property

This agreement may be terminated by either party by written notice.

Dated this 24 day of March, 2020.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

Chairman

Vice-Chairman

Member

ATTEST:


Linda Lawson, Property Owner

P.O.A.

County Clerk

COUNTY TREASURER'S TRANSCRIPT OF PROCEEDINGS
ON SALE OF COUNTY PROPERTY ACQUIRED AT RESALE FOR
APPROVAL OF THE BOARD OF COUNTY COMMISSIONERS

To the Honorable Board of County Commissioners, Pittsburg County, State of Oklahoma:

I, Jennifer Lenox-Hackler, the undersigned County Treasurer, herewith tender my report of sale to Pittsburg Board of County Commissioners of the following described tract, parcel or lot of land, situated within said County and State, and hitherto acquired by the County at Resale, to-wit:

MH#407501 LOT 21 BLK 15 OAK RIDGE CLUB ADDITION #2

The proceedings had thus far toward consummation of said sale have been as follows:

1. On **FEBRUARY 26, 2020** an offer was made by **JOSEPH JAMES PRETE** to purchase the above described property from the County for the sum of **\$200.00**
2. On receipt of said bid, I caused notice to be given by publication in the **McAlester News Capital Newspaper, published at McAlester, OK**, within said County and State, which notice was published once a week for three consecutive weeks preceding the sale, as follows:
 1. **MARCH 5, 2020**
 2. **MARCH 12, 2020**
 3. **MARCH 19, 2020**

a copy of which notice and proof of publication is hereto attached disclosing the foregoing description of the property, the amount bid therefore in addition to all costs, the name of bidder, the date set for the proposed sale, a statement that said property would be sold at such price and to such bidder on the date specified, subject to approval by the Board of County Commissioners, unless higher bids were received on such date, and that the terms of sale were strictly for cash in hand.

3. On the **26** day of **MARCH 2020**, the same being the date specified in said notice, I announced that the foregoing described property was about to be sold and would be sold to the highest competitive bidder for cash in hand or to the original bidder if there be no higher price offered, whereupon, including the bid and bidder named in the published notice, the following bids were submitted:

- (a) By #1 **JOSEPH JAMES PRETE** for the sum of \$ **200.00**
- (b) By # for the sum of \$
- (c) By # for the sum of \$
- (d) By # for the sum of \$
- (e) By # for the sum of \$

4. No further bids being offered, it was ascertained that:
 - (a) #1 **JOSEPH JAMES PRETE** had offered the highest competitive bid.
 - (b) that the highest competitive bid was in the sum of \$ **200.00**
 - (c) that the additional and separate charge for apportioned cost was \$ **141.31**
 - (d) that the total to be paid, including deed, was the sum of \$ **341.31**

5. Receipt is hereby acknowledged from **JOSEPH JAMES PRETE** of the sum of \$ **341.31** **THREE HUNDRED FORTY ONE DOLLARS & .31/100** the same being tender in full of the foregoing total bid and apportioned costs, and the same has been deposited in the County Treasurer's Depository Account pending approval of sale and issuance of deed.

6. Sale of the foregoing described property was declared made to **JOSEPH JAMES PRETE** the foregoing highest bidder subject to approval of the Board of County Commissioners, at its discretion.

NOW, THEREFORE, I respectfully present this transcript of proceedings, attached to all papers, bids, and proofs relating to said sale for your approval of the sale herein made, and for your order directing the Chairman of your Board to consummate said sale by executing a deed conveying the above described property in as full and complete a manner as the County is empowered to do, to the person hereinbefore named as the highest competitive bidder for said property.

Signed at McAlester, Oklahoma, this **26** day of **MARCH 2020**.

(Seal)



Joseph Lenox-Hackler
County Treasurer

ORDER OF BOARD OF COUNTY COMMISSIONERS RELATING
TO SALE OF COUNTY PROPERTY ACQUIRED AT RESALE

WHEREAS, the County Treasurer has presented to this Board the foregoing transcript of all his proceedings in said sale, with all papers and proofs relating to said sale, for the approval of this Board of County Commissioners, and

This Board of County Commissioners being convened in the office of the County Clerk of said County and State on the date hereinafter set forth, WE HAVE CAREFULLY EXAMINED said transcript and proceedings, and find:

1. That _____

THEREFORE, so finding, the Board of County Commissioners of Pittsburg County, State of Oklahoma, does hereby order and direct that the foregoing sale be _____ approved: and the Chairman of said Board of County Commissioner is hereby ordered and directed: to EXECUTE A DEED conveying the foregoing described property to _____

In as full and complete a manner as the County is authorized to convey it; and the County Treasurer is ordered and directed upon the execution of said Deed to pay into the proper funds and accounts the monies hereto fore received by him in consideration thereof.

Done at _____, Oklahoma, this _____ day of _____, 20__.

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF
Pittsburg County, State of Oklahoma

Chairman

Member

Member

County Clerk (SEAL)
ATTEST

NO _____
Report and Approval
of
Sale
of
COUNTY PROPERTY
ACQUIRED AT RESALE

SOLD TO _____

STATE OF OKLAHOMA
}ss.
County of Pittsburg

Filed in the Office of County Clerk for record
this _____ day of _____ A.D., 20____
_____ o'clock _____ m., and
recorded in Book _____ Page _____

County Clerk

Deputy

JENNIFER LENOX-HACKLER, County Treasurer

DEPUTIES

CINDY COOK
SUSAN PATTERSON
BLANCA GARNER

PITTSBURG COUNTY
115 E. CARL ALBERT PKWY RM. 102
MCALESTER, OK 74501
918-423-6895

DEPUTIES

SANDY HARTSFIELD
TAMMY ROBERTS
BROOKE OLIVER

3-26-20

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY
MCALESTER, OK 74501

RESOLUTION FOR COUNTY COMMISSIONERS SALE

THE COUNTY AQUIRED: SEE EXHIBIT "A" BELOW, THROUGH A RESALE PROPERTY DEED. ²⁰⁻²⁵⁶ THIS LETTER IS A REQUEST TO DECLARE THIS PROPERTY SURPLUS PROPERTY, AND APPROVE THE COMMISSIONERS SALE HELD **MARCH 26, 2020**. THIS PROPERTY WAS BID ON AT THE SALE HELD **MARCH 26, 2020**. THE SALE WAS ADVERTISED IN THE NEWSPAPER THE REQUIRED LENGTH OF TIME AND SOLD TO THE HIGHEST BIDDER. ATTACHED YOU WILL FIND A TRANSCRIPT OF THE PROCEEDINGS OF THE SALE.

EXHIBIT "A"

MH#407501 LOT 21 BLK 15 OAK RIDGE CLUB ADDITION #2

THANK YOU


JENNIFER LENOX-HACKLER
COUNTY TREASURER

THEREFORE, THE BOARD OF COUNTY COMMISSIONERS DO HEREBY DECLARE THE ABOVE LISTED PROPERTY TO BE SURPLUS, SOLD AT PUBLIC AUCTION, AS STATED ABOVE.

CHAIRMAN

MEMBER

ATTEST:

COUNTY CLERK

JENNIFER LENOX-HACKLER, County Treasurer

DEPUTIES

CINDY COOK
SUSAN PATTERSON
BLANCA GARNER

PITTSBURG COUNTY
115 E. CARL ALBERT PKWY RM. 102
MCALESTER, OK 74501
918-423-6895

DEPUTIES

SANDY HARTSFIELD
TAMMY ROBERTS
BROOKE OLIVER

3-26-20

COMMISSIONERS SALE MINUTES

RE:

MH#407501 LOT 21 BLK 15 OAK RIDGE CLUB ADDITION #2

THE SALE STARTED AT 9:00 A.M. WITH JOSPEH JAMES PRETE ATTENDING. THE SALE WAS CLOSED AT 9:05 A.M. WITH THE PROPERTY GOING TO JOSEPH JAMES PRETE AS THE ONLY BIDDER.

THANK YOU,



JENNIFER LENOX-HACKLER

COUNTY DEED
PROPERTY ACQUIRED AT RE-SALE

KNOW ALL MEN BY THESE PRESENTS, THAT

Whereas, Pittsburg County, State of Oklahoma, acquired title to the hereinafter described tract, parcel, or lot of land for delinquent taxes, interest, penalties, and costs in full compliance with and by operation of the assessment, levy, sale, and re-sale laws of the State of Oklahoma; and

Whereas, **JOSEPH JAMES PRETE** did on the **26** day of **FEBRUARY 2020**, make to the County Treasurer of said County an offer to purchase from the County the tract, parcel or lot of land hereinafter described; and

Whereas, the County Treasurer caused notice of said offer to be given by publication once a week for three consecutive weeks preceding the sale in the McAlester News Capital newspaper, published at McAlester, Oklahoma, which notice embraced a description of the property, the amount bid therefor in addition to all costs, the name of the bidder, a statement that the sale of the property so listed would be made at such price and to such bidder unless higher bids were received on the date specified in said notice and that the terms of sale were strictly for cash in hand, subject to the approval of the Board of County Commissioners; and

Whereas, the County Treasurer, at his office in the Court House in Pittsburg County, Oklahoma on the **26** day of **MARCH 2020**, The same being the date stated in the foregoing notice, did announce that the hereinafter tract, lot or parcel of land was about to be sold and would be sold to the highest competitive bidder, and thereafter, upon due consideration of the original bid offered and advertised and all other bids offered on the day of above mentioned, ascertained officially that

JOSEPH JAMES PRETE
195 WEST EPLEY DRIVE
STIGLER, OK 74462

Had offered the highest competitive bid, and did declare the sale made; and transmitted to the Board of County Commissioners a transcript of the proceedings relating to said sale.

Thereafter, the Board of County Commissioners of the aforesaid County and State, being in legal meeting at the Court House in said Pittsburg County, Oklahoma, on the **26** day **MARCH 2020**, and having before it the transcript of proceedings of the County Treasurer in the sale of the hereinafter described tract, parcel, or lot of land as aforesaid, upon due consideration found said proceedings to be according to law, that said had in fact made the highest competitive bid therefor and had made full tender in cash in hand for the amount bid and in addition the separate and additional charges accrued by reason of costs of said sale, that said sale should be approved; and then did, by order, duly made and entered on its records, approve said sale and directed its Chairman to execute a deed for the same to the grantee, herein.

Now, THEREFORE, this indenture, made this **26** day of **MARCH 2020** between Pittsburg County, State of Oklahoma, by **CHARLIE ROGERS**, the Chairman of the Board of County Commissioners of said County, of the First Part, and the said **JOSEPH JAMES PRETE** of the Second Part.

WITNESSETH, That the said Party of the First Part for and in consideration of the premises, and the sum of **\$200.00**

Dollars in hand paid, the receipt whereof is hereby acknowledged hath granted, bargained, and sold, and by these presents doth grant, bargain, sell and convey to the said Party of the Second Part, his heirs and assigns forever, the tract, parcel or lot of land mentioned in said notice of sale and described as follows, to wit:

MH#407501 LOT 21 BLK 15 OAK RIDGE CLUB ADDITION #2

In the County of Pittsburg, State of Oklahoma.

TO HAVE AND TO HOLD said described tract, parcel, or lot of land with the appurtenances thereunto belonging, to said Party of the Second Part, his heirs and assigns forever, in as full and ample manner as the County is empowered by law to sell the same.

IN TESTIMONY WHEREOF, the said **CHARLIE ROGERS** Chairman of the Board of County Commissioners of said County of Pittsburg, Oklahoma, has hereunto set his hand on the day and year aforesaid.

Chairman, Board of County Commissioners
Pittsburg County, State of Oklahoma

ACKNOWLEDGMENT

STATE OF OKLAHOMA
County of Pittsburg

Before me, Hope Trammell, the County Clerk in and for said County and State, on this the _____ day of _____, **20**____, personally appeared **CHARLIE ROGERS** known to be the duly qualified acting Chairman of the Board of County Commissioners of Pittsburg County, State of Oklahoma, and the identical person who executed the above and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed as such Chairman of said Board and as the free and voluntary act and deed of Pittsburg County, State of Oklahoma, for the uses and purposes therein set forth.

WITNESS my hand and seal the date and year last above mentioned
(seal)

RESOLUTION
20-257

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, March 30, 2020.

WHEREAS, the following individuals and organizations wish to make donation to the Pittsburg County Animal Shelter:

Thomas Humphress \$150.00

WHEREAS, the Board of County Commissioners accept these donation on behalf of the Pittsburg County Animal Shelter, to be deposited into the Animal Shelter Donation account, to be used for items that cannot be purchased through county sales tax dollars.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby approve the donation, to be deposited into the Animal Shelter Donation account.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN _____

MEMBER _____

MEMBER _____

COUNTY CLERK _____

DESCRIPTION	Amount
<i>check</i>	
<i>5/14</i>	

S. A. & I. No. 210 (1986)

RECEIPT

No:22554

ANIMAL SHELTER

(office or board)

PITTSBURG COUNTY
STATE OF OKLAHOMA

McALESTER, OKLAHOMA 3-24-20

Received of Thomas Humphress \$ 150.00

One hundred & fifty dollars Dollars

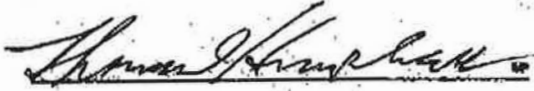
Purpose Donation

Chairman, BOCC

Officer

By CS

Deputy

THOMAS O HUMPHRESS ELLA A HUMPHRESS PH. 918-470-1867 OR 918-302-7391 988 SHADY GROVE MCALESTER, OK 74501		3963 88-25/1031
PAY TO THE ORDER OF <u>PITTSBURG CO. ANIMAL SHELTER</u>		<u>03/24/20</u> DATE
<u>ONE HUNDRED FIFTY</u>		\$ <u>150.00</u>
THE BANK N.A. <small>SECOND AND CARL ALBERT PARKWAY MCALESTER, OKLAHOMA 74502</small>		DOLLARS
FOR _____		

RESOLUTION
NO. 20-258

The Board of County Commissioners, Pittsburg County, Met in regular session on Monday, March 30, 2020.

WHEREAS, Pittsburg County District 2 has been issued a check from Cintas Corporation in the amount of \$357.74 for reimbursement for over charges. The check is to be deposited into the Highway Sales Tax District 2 maintenance & operations account TST-2 #2 since payment for the uniform service came from the respective account.

WHEREAS, Pittsburg County District 2 requests that the Board of County Commissioners approve this transaction of the deposit into the respective account.

THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Pittsburg County do hereby approve the deposit of \$357.74 from Cintas Corporation.

ATTEST:

CHAIRMAN

VICE-CHAIRMAN

MEMBER

COUNTY CLERK



READY FOR THE WORKDAY

CINTAS CORPORATION
6800 CINTAS BLVD
CINCINNATI OH 45262-5737

Remittance Date: 03/13/2020

Check: # 7090760

D-2

Remittance Summary

Description	Count	Dollars	
ITEMS:	1		<p>Check number 7090760 is attached. Use the information below to post your customers account. APCustomerService@Cintas.com</p> <p>Please contact customer service at the number listed above, if:</p> <ul style="list-style-type: none"> (1) you are unable to post a payment, (2) any account information is incorrect, (3) you want to receive the payments electronically.
GROSS AMT:		\$357.74	
NET AMT:		\$357.74	

Remittance Detail

Invoice Number	Invoice Date	Reference	Gross Amt	Location Number	Net Amt
1902869	03/09/20	CUSTOMER REFUND CHECKS	357.74	CUSTOMER REFUND	357.74

THIS DOCUMENT HAS A MULTI-COLORED FACE THAT CHANGES COLOR GRADUALLY.

SEE LIST OF SECURITY FEATURES ON THE BACK. DO NOT CASH UNLESS ALL ARE PRESENT.



READY FOR THE WORKDAY

CINTAS CORPORATION
6800 CINTAS BLVD
CINCINNATI OH 45262-5737

FIFTH THIRD BANK

7090760

21 773
422

VOID AFTER 90 DAYS

DATE: 03132020



PAY TO THE ORDER OF: PITTSBURG COUNTY DBA DIST

*****\$357.74

230428 0316 0 000843 000843 1/1 US

0000000000



PITTSBURG COUNTY DBA DIST
115 E CARL ALBERT PKWY
MCALESTER OK 74501-5020

Neil J...
AUTHORIZED SIGNATURE

⑈0007090760⑈ ⑆042207735⑆ 0073331759⑈

FURU (NU, LDB-VI) Checkmark: ANTI-FALSIFICATION PROTECTION

Security Features Indicated

RESOLUTION

20-259

The Board of County Commissioners, Pittsburg County, Met in regular session Monday, March 30, 2020.

WHEREAS, Pittsburg County Asphalt Plant wishes to cancel the following Purchase Order

3720 to G C RENTALS & SALES dated October 29, 2019 in the amount of \$3,300.00 for a Lift 60' 4 Weeks Equipment Rental

4324 to Public Service Co. of Oklahoma dated November 18, 2019 in the amount of \$226.50 for Monthly Service

5381 to Yellow House Machinery dated December 31, 2019 in the amount of \$998.45 for Labor, Parts Environmental Fees (machine was throwing codes, changed filters, fluid and also updated programming)

WHEREAS, the purchase order was never used and the purchase order should be cancelled.

THEREFORE, BE IT KNOWN, the Board of County Commissioners, Pittsburg County, do hereby cancel purchase order 3720 for \$3,300.00, 4324 for \$226.50 and 5381 for \$998.45

Board of County Commissioners
Pittsburg County, Oklahoma

ATTEST:

CHAIRMAN _____

VICE CHAIRMAN _____

MEMBER _____

COUNTY CLERK _____

RESOLUTION
20-260

TEMPORARY ADMENDMENT TO THE PITTSBURG COUNTY POLICIES & PROCEDURES

The Board of the County Commissioners, Pittsburg County, met in regular session on Monday, March 30, 2020.

WHEREAS, the Pittsburg County Board of County Commissioners met during an emergency meeting on Thursday, March 26, 2020.

WHEREAS, during said emergency meeting, the Board came to the conclusion that a temporary policy regarding compensation and leave usage during pandemic outbreaks should be adopted into the Pittsburg County Policies and Procedures Handbook. This temporary policy shall be added to the County's Emergency Operations Plan and the County's Continuity of Operations Plan.

WHEREAS, when the Pittsburg County Emergency Operations Center is activated to a Level 1 Full Operational facility, Pittsburg County will implement our temporary policy as follows:

1. Will follow guidelines set forth by the President of the United States and the Governor of Oklahoma.
2. Any employee considered "at risk" may be sent home to self-quarantine with regular compensation.
3. Employees who are quarantined by a medical professional shall remain at home with regular compensation.
4. All County employees are considered "essential" personnel and shall report to work according to their Elected Official/Department Head's directions.
5. Anyone wishing to stay at home, but has not been quarantined will be required to use annual leave, comp time or leave without pay.
6. Any employee on FMLA, vacation, etc. will be required to remain on sick leave, FMLA or vacation until the designated time they were scheduled to return to work.

WHEREAS, this temporary policy will remain in effect until rescind by a resolution by the Board of County Commissioners.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby adopted this resolution, effective upon the Level 1 activation of the Pittsburg County Emergency Operations Center and will remain in effect until rescind by resolution by the Board of County Commissioners.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKALHOMA

ATTEST: CHAIRMAN _____

VICE-CHAIRMAN _____

MEMBER _____

COUNTY CLERK _____

RESOLUTION
20-261

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, March 30, 2020.

WHEREAS, the Board of County Commissioners issued the following purchase orders:

Purchase Order 0648, issued on July 22, 2019 to Biztel in the amount of \$95.00 for labor to troubleshoot Holly & Casidhe's computers

Purchase Order 2027, issued on September 4, 2019 to Ada Paper in the amount of \$402.98 for green, yellow and while copy paper

Purchase Order 4655, issued on December 2, 2019 to Advanced Workzone in the amount of \$25.00 for one 9" x 12" door sign

Purchase Order 6804, issued on February 13, 2020 to Bank of America for lodging at the Courtyard by Marriott in Norman in the amount of \$96.00 for Sandra to attend the ACCO Spring Conference.

WHEREAS, the above-mentioned purchase orders were never used, are no longer needed and should be cancelled.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby cancel purchase orders 0648, 2027, 4655, and 6804 in the amounts of \$95.00, \$402.98, \$25.00 and \$96.00 respectively.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST: CHAIRMAN _____

VICE-CHAIRMAN _____

MEMBER _____

COUNTY CLERK _____