

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

FILED

DATE: JULY 6, 2021

JUL 02 2021

TIME: 9:00 A.M.

TIME 8:30 AM

HOPE TRAMMELL, COUNTY CLERK
PITTSBURG COUNTY

BY _____ DEPUTY

PLACE: COUNTY COMMISSIONERS CONFERENCE ROOM
PITTSBURG COUNTY COURTHOUSE
115 EAST CARL ALBERT PARKWAY
MCALESTER, OKLAHOMA

NOTE: FOR COPIES OF ITEMS ON THIS AGENDA, PLEASE CONTACT OUR OFFICE
AT 918-423-1338 AND WE WILL BE HAPPY TO EMAIL THEM TO YOU.

**CONSIDERATION, DISCUSSION AND POSSIBLE ACTION TO BE TAKEN ON THE
FOLLOWING LISTED ITEMS ON THE AGENDA**

1. CALL MEETING TO ORDER
2. ROLL CALL:
ROSS SELMAN - CHAIRMAN
KEVIN SMITH - VICE-CHAIRMAN
CHARLIE ROGERS - MEMBER
3. APPROVAL OF AGENDA
4. APPROVE/DISAPPROVE MEETING MINUTES
 - A. Regular Meeting Minutes from June 28, 2021
5. RECOGNITION OF GUESTS/PUBLIC COMMENTS

Persons addressing the Board should state their name and address for the record and will be limited in duration at the discretion of the Chairman. Comments are limited to items of the agenda.

6. OFFICIALS - DEPARTMENT REPORTS
 - A. COUNTY CLERK
 - i. Tort Claim, Amy Wilkinson
 - ii. Letter Appointing Receiving Officer - Court Clerk
 - iii. Letter Appointing Requisitioning-Receiving Officers for 18128 CDBG 20
7. FISCAL TRANSACTIONS
 - A. CLAIMS AND PURCHASE ORDERS
 - B. OFFICIAL'S MONTHLY REPORTS
 - C. TRANSFERS
 - D. BLANKET PURCHASE ORDERS
 - E. FUEL BIDS

8. UNFINISHED BUSINESS

- A. Approve/Disapprove Contract between Pittsburg County and DataScout, LLC for visual inspection services for Fiscal Year 2021-2022 - Assessor

9. AGENDA ITEMS

- A. Discussion and Possible Action on awarding vendor the garage project at the O.S.U. Extension Center, pursuant to the Oklahoma Public Competitive Bidding Act
- B. Approve/Disapprove Terminating TSET grant obligations - Health Department
- C. Approve/Disapprove Contract between Pittsburg County and Eastern Oklahoma Youth Services for the operation of the Pittsburg County Regional Juvenile Detention Center
- D. Approve/Disapprove Contract between Pittsburg County and Eastern Oklahoma Youth Services for juvenile detention services at the Pittsburg County Regional Juvenile Detention Center for FY22 in the amount of \$38.97/child/day
- E. Approve/Disapprove Letter of Support to Red Earth Energy, Inc. for the research and possible development of a wind farm in southern Pittsburg County
- F. Approve/Disapprove Lease Documents for One (1) 2021 John Deere 770G Motorgrader, purchased through state contract - District 2
- G. Verbally Approve/Disapprove Amended Kellpro Software & Services Agreement for FY22 - BOCC
- H. Approve/Disapprove Inter-local agreement between Pittsburg County District 2 and Ruth Deskin
- I. Approve/Disapprove Inter-local agreement between Pittsburg County District 2 and Janet Patrick
- J. Resolution 22-001, Lease Renewal for County Road Machinery & Equipment Revolving Fund leases for FY22 - BOCC
- K. Resolution 22-002 to Cancel Warrants for FY 2019-2020 - County Clerk
- L. Resolution 22-003 to Accept Donation - BOCC
- M. Resolution 22-004 to Invest Funds for the American Rescue Plan Act of 2021 fund - Treasurer
- N. Resolution 22-005 to Cancel Purchase Order - District 3
- O. Resolution 22-006 to Cancel Purchase Orders - District 1

10. NEW BUSINESS

- A. Consideration and Possible Action with respect to any other matters not known about or which could not have been foreseen prior to posting this agenda.

II. ROAD CROSSING PERMIT

None.

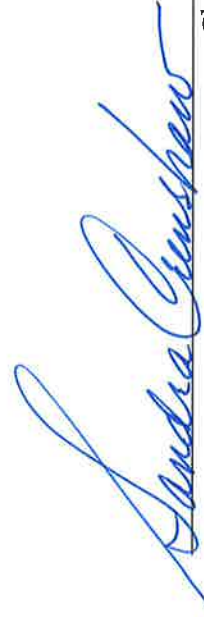
12. 10:00 A.M. - BID OPENINGS

- A. Open Bid No. 20 for One (1) 2011 or Newer, Used Pumper, Lease Purchase with Financing Included for Canadian VFD
- B. Open Bid No. 21 for One (1) Used Fire Apparatus for Haywood/Arperlar VFD
- C. Open Bid No. 22 for One (1) 2013 or Newer, Demolition End Dump Trailer - District 1

13. 10:00 A.M. – PUBLIC HEARINGS

None.

14. RECESS OR ADJOURNMENT


Clerk



Notice of Tort Claim

County of Pittsburg
County Clerk
115 E. Carl Albert Pkwy, Room 103, McAlester, OK 74501
Phone: 918-423-6865 Fax: 918-423-7304

IMPORTANT NOTICE: To be valid your claim must be submitted to the clerk of the entity within one year from the date of the incident. It will then be sent to County Claims for investigation. You may expect them to contact you. Other limitations to your claim may apply. (See Oklahoma Statutes Title 51, Section § 151-172)

Claimant: Amy Wilkinson Claimant Social Security No.: xxx-xx-3314
Address: 415856 E. 1215 Road City: Eufaula Zip Code: 74432
Claimant Date of Birth: 08/07/1972 Home Phone: 918-240-6781 Business Phone: _____

1. Date of Incident: July 4, 2020 A.M. P.M.
2. Location of Incident: Near Highway 31 and Orlor Road (See Attached Traffic Collision Report)

3. Describe the Incident: See Attached Official Traffic Collision Report

4. List below all persons and/or property for which you are claiming damages:

BODILY INJURY: Was Claimant Injured? Yes No **If yes, complete this section**
Describe Injury: Massive Injuries to Entire Body
Were you on the job at the time of the injury? Yes No If so, please give name, address and phone # of company.
Name of doctor or hospital: St. John Hospital Tulsa
All Medical Bills (attach copies): \$ Provide on Request
List Other damages claimed: \$ Bodily Injury, Property Damage and all other damages allowed by law.
Total bodily injury: \$ Maximum Allowed by Law

PROPERTY DAMAGE: Proof that you are the owner of the vehicle or property allegedly damaged as specified in your claim will be required.
Vehicle Name: Sucker Punch Sally Motorcycle Body Type: Motorcycle Year: 2004
NOTE: If damage is to a vehicle, a photocopy of your motor vehicle title is required.
IF NOT A VEHICLE, DESCRIBE PROPERTY AND LOSS: _____
Property Damage (attach repair bill or two estimates): \$ 25,000.00
List other damages claimed: \$ _____
Total property damage: \$ _____
FILED
JUN 25 2021
TIME 11:12 AM
HOPE TRAMMELL, COUNTY CLERK
PITTSBURG COUNTY
BY ch DEPUTY

5. NAME OF YOUR INSURANCE CO.	POLICY NUMBER	AMOUNT CLAIMED	AMOUNT RECEIVED
<u>Geico Indemnity Company</u>	<u>4487-46-31-37</u>	<u>\$25,000.00</u>	_____

6. THE NAMES OF ANY WITNESSES KNOWN TO YOU:		
<u>Mike B. Green</u>	<u>Same as Claimant</u>	<u>580-656-0033</u>
Name	Address	Phone Number
<u>Troy Monroe-OHP Investigating Officer</u>	_____	_____
Name	Address	Phone Number

STATE THE EXACT AMOUNT OF COMPENSATION YOU WOULD ACCEPT AS FULL SETTLEMENT OF THIS CLAIM: \$ Maximum Amount allowed by law
Signature: [Signature] Date: 6/22/21



Notice of Tort Claim

County of Pittsburg

County Clerk

115 E. Carl Albert Pkwy, Room 103, McAlester, OK 74501

Phone: 918-423-6865 Fax: 918-423-7304

This section is for use by the entity which receives the claim

This notice of Tort Claim was received by _____

(title) _____ on _____, 20 _____

For further information on this claim, contact _____

(title) _____, by telephone at _____

The following reports, statements or other documentation, which support our understanding of the facts relating to this claim, are attached:

Persons who have knowledge of the circumstances surrounding this claim are:

	<u>Name</u>	<u>Title/Position</u>	<u>Telephone</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

Submitted by: _____ Date: _____

Title: _____

After you have received this claim, please provide the information requested above and immediately send to:

Association of County Commissioners of Oklahoma (ACCO)
Attn: Denny Butler
429 N.E. 50th
Oklahoma City, OK 73105

DO NOT WRITE IN THIS SPACE

Incident Report Investigation Completed Investigation Made at Scene Photographs

Y N Revised Fatality Hit and Run

OFFICIAL OKLAHOMA TRAFFIC COLLISION REPORT

Main form body containing sections (1) through (23) for reporting agency, date, location, driver information, insurance, and investigation details.

WARNING - STATE LAW

Use of contents for commercial solicitation is unlawful

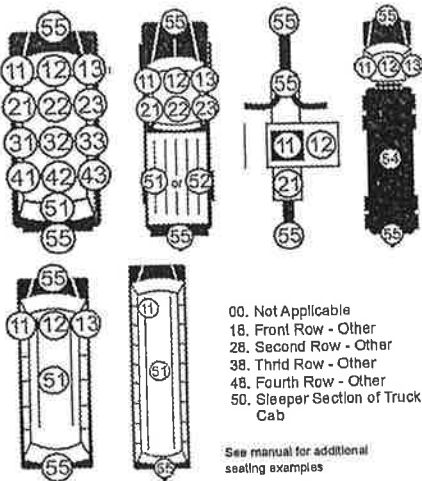
Case Number D00514-20

(24) Unit	Injured <input type="checkbox"/>	Passenger <input type="checkbox"/>	Pos in Veh.	Last Name	First	Middle	Suffix	DOB(mm/dd/yyyy)	Sex
Witness <input type="checkbox"/> Prop. Owner <input type="checkbox"/>			City	State	Zip	Telephone (Use Area Code)			
(25) Same as Driver	Address								
(26) Injury Severity / Type	OP Use <input type="checkbox"/>	Air Bag <input type="checkbox"/>	Ejected <input type="checkbox"/>	Extricated <input type="checkbox"/>	Transported by	To Medical Facility	Property Type		
(27) Unit	Injured <input type="checkbox"/>	Passenger <input type="checkbox"/>	Pos in Veh.	Last Name	First	Middle	Suffix	DOB(mm/dd/yyyy)	Sex
Witness <input type="checkbox"/> Prop. Owner <input type="checkbox"/>			City	State	Zip	Telephone (Use Area Code)			
(28) Same as Driver	Address								
(29) Injury Severity / Type	OP Use <input type="checkbox"/>	Air Bag <input type="checkbox"/>	Ejected <input type="checkbox"/>	Extricated <input type="checkbox"/>	Transported by	To Medical Facility	Property Type		
(30) Unit	Injured <input type="checkbox"/>	Passenger <input type="checkbox"/>	Pos in Veh.	Last Name	First	Middle	Suffix	DOB(mm/dd/yyyy)	Sex
Witness <input type="checkbox"/> Prop. Owner <input type="checkbox"/>			City	State	Zip	Telephone (Use Area Code)			
(31) Same as Driver	Address								
(32) Injury Severity / Type	OP Use <input type="checkbox"/>	Air Bag <input type="checkbox"/>	Ejected <input type="checkbox"/>	Extricated <input type="checkbox"/>	Transported by	To Medical Facility	Property Type		
(33) Unit	Injured <input type="checkbox"/>	Passenger <input type="checkbox"/>	Pos in Veh.	Last Name	First	Middle	Suffix	DOB(mm/dd/yyyy)	Sex
Witness <input type="checkbox"/> Prop. Owner <input type="checkbox"/>			City	State	Zip	Telephone (Use Area Code)			
(34) Same as Driver	Address								
(35) Injury Severity / Type	OP Use <input type="checkbox"/>	Air Bag <input type="checkbox"/>	Ejected <input type="checkbox"/>	Extricated <input type="checkbox"/>	Transported by	To Medical Facility	Property Type		

Complete information below if this vehicle is being used for COMMERCE/BUSINESS and has a GVWR/GCWR IN EXCESS OF 10,000 LBS., or has a HAZMAT PLACARD, or is a BUS WITH SEATING FOR NINE OR MORE INCLUDING THE DRIVER

(36) Unit	Carrier Name	Address	
(37) City	State	Zip	
(38) U.S. DOT Number	NASI Report Number	Placard Number	Haz. Mat. Class
OK			
		Haz. Mat. Involved	Haz. Mat. Release
		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
		No <input type="checkbox"/>	No <input type="checkbox"/>
		Other Non-Commercial <input type="checkbox"/>	Government <input type="checkbox"/>
(39) Unit	Carrier Name	Address	
(40) City	State	Zip	
(41) U.S. DOT Number	NASI Report Number	Placard Number	Haz. Mat. Class
OK			
		Haz. Mat. Involved	Haz. Mat. Release
		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
		No <input type="checkbox"/>	No <input type="checkbox"/>
		Other Non-Commercial <input type="checkbox"/>	Government <input type="checkbox"/>

Position in Vehicle



Vehicle Configuration

- 00. N/A
- 01. Passenger Veh.-2 Dr
- 02. Passenger Veh.-4 Dr
- 03. Passenger Veh. Conv.
- 04. Pickup
- 05. Single Unit Truck, 2 axles
- 06. Single Unit Truck, 3+ axles
- 07. School Bus
- 08. Truck/Trailer
- 09. Truck-Tractor (Bobtail)
- 10. Truck-Tractor/Semi-Trailer
- 11. Truck-Tractor/Double
- 12. Truck-Tractor/Triple
- 13. Bus/Large Van 9-15 occupants including driver
- 14. Bus 16+ occupants including driver
- 15. Motorcycle
- 16. Motor Scooter/Moped
- 17. Motor Home
- 18. Farm Machinery
- 19. ATV
- 20. SUV
- 21. Passenger Van
- 22. Truck more than 10,000 lbs., Cannot Classify
- 23. Van 10,000 lbs. or Less
- 24. Other
- 99. Unknown

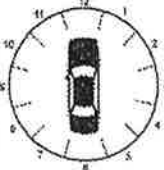
Cargo Body Type

- 00. N/A
- 01. Bus 9-15 seats
- 02. Bus 16+ seats
- 03. Van / Enclosed Box / Stock Trailer
- 04. Cargo Tank
- 05. Flatbed
- 06. Intermodal
- 07. Dump Truck/Trailer
- 08. Concrete Mixer
- 09. Auto Transporter
- 10. Garbage/Refuse
- 11. Hopper (grain/chips/gravel)
- 12. Pole Trailer
- 13. Log Trailer
- 14. Vehicle Towing Vehicle
- 15. Other
- 99. Unknown

OFFICIAL OKLAHOMA TRAFFIC COLLISION REPORT

Case Number **D00514-20**

This unit will correspond to 'Unit 1' This unit will correspond to 'Unit 2'	Unit <input type="text" value="01"/>	Total Lanes in Roadway <input type="text" value="02"/>	Legal Speed <input type="text" value="65"/>	Pedestrian / Pedalcyclist Only Actions Prior to Collision <input type="text"/>	Location at Time of Collision <input type="text"/>	Safety Equip. <input type="text"/>	Unit Number of Vehicle Striking <input type="text"/>	Was the collision in or near a construction, maintenance or utility work zone? (If yes, complete this section) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>							
								Type of Work Zone 1 Lane Closure <input type="checkbox"/> 2 Lane Shift/Crossover <input type="checkbox"/> 3 Work on Shoulder or Median <input type="checkbox"/> 4 Intermittent or Moving Work <input type="checkbox"/> 9 Unknown <input type="checkbox"/>	Location of the Work Zone Collision 1 Before the First Work Zone Warning Sign <input type="checkbox"/> 2 Advance Warning Area <input type="checkbox"/> 3 Transition Area <input type="checkbox"/> 4 Activity Area <input type="checkbox"/> 5 Termination Area <input type="checkbox"/> 9 Unknown <input type="checkbox"/>						
								Workers Present Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown <input type="checkbox"/>							
Light <input type="text" value="3"/>	What Vehicle Was Going to Do Unit 1 <input type="text" value="01"/> Unit 2 <input type="text"/>	Underride/Override Unit 1 <input type="text"/> Unit 2 <input type="text"/>	1 Daylight 2 Dark-Not Lighted 3 Dark-Lighted 4 Dawn 5 Dusk 6 Dark-Unknown Lighting 7 Other 9 Unknown 00 Not Applicable 01 Go Ahead 02 Turn Left 03 Turn Right 04 Make "U" Turn 05 Stop 06 Slow for Cause 07 Start from Park/Stop 08 Change Lanes 09 Overtake 10 Pass 11 Back 12 Remain Stopped 13 Remain Parked 14 Enter/Merge In Traffic 15 Negotiate a Curve 16 Park 17 Other 99 Unknown						Traffic Control Unit 1 <input type="text" value="00"/> Unit 2 <input type="text"/>	Road Surface Conditions Unit 1 <input type="text" value="01"/> Unit 2 <input type="text"/>	Road Character Grade Level <input type="text" value="1"/> <input type="text"/> Hillcrest <input type="text"/> <input type="text"/> Uphill <input type="text"/> <input type="text"/> Downhill <input type="text"/> <input type="text"/> Sag (bottom) <input type="text"/> <input type="text"/> Road Alignment 1 Straight <input type="text" value="1"/> <input type="text"/> 2 Curve - Left <input type="text"/> <input type="text"/> 3 Curve - Right <input type="text"/> <input type="text"/>	Road Surface Type Unit 1 <input type="text" value="2"/> Unit 2 <input type="text"/>	Driver Distracted by Unit 1 <input type="text" value="0"/> Unit 2 <input type="text"/>	Road Character 1 Concrete 2 Asphalt 3 Gravel 4 Dirt 5 Brick 6 Other 9 Unknown	Driver Distracted by 0 Not Applicable/None 1 Electronic Communication Devices 2 Other Electronic Device 3 Other Inside Vehicle 4 Other Outside Vehicle 9 Unknown
Weather <input type="text" value="01"/>	What Vehicle Did Unit 1 <input type="text" value="01"/> Unit 2 <input type="text"/>	00 Not Applicable 01 Went Ahead 02 Turned Left 03 Turned Right 04 Entered "U" Turn 05 Stopped 06 Slowed 07 Started From Park/Stop 08 Entered Other Lane 09 Overtaking 10 Passing 11 Backed 12 Remained Stopped 13 Remained Parked 14 Entered/Merged 15 Departed Rdwy-Right 16 Departed Rdwy-Left 17 Swerved Right 18 Swerved Left 19 Parked 20 Other 99 Unknown						Road Surface Type 1 Concrete 2 Asphalt 3 Gravel 4 Dirt 5 Brick 6 Other 9 Unknown	Road Surface Type 1 Concrete 2 Asphalt 3 Gravel 4 Dirt 5 Brick 6 Other 9 Unknown	Road Surface Type 1 Concrete 2 Asphalt 3 Gravel 4 Dirt 5 Brick 6 Other 9 Unknown	Road Surface Type 1 Concrete 2 Asphalt 3 Gravel 4 Dirt 5 Brick 6 Other 9 Unknown	Road Surface Type 1 Concrete 2 Asphalt 3 Gravel 4 Dirt 5 Brick 6 Other 9 Unknown			
Locality <input type="text" value="5"/>	Type of Intersection: <input type="text" value="0"/>	1 Residential 2 Business 3 Industrial 4 School 5 Not Built-up 6 Mixed Use 7 Other 9 Unknown 0 Not an Intersection 2 Y-Intersection 3 T-Intersection 4 Four-Way Intersection 5 Five-Point or More 6 Intersection as Part of Interchange 7 Traffic Circle 8 Roundabout 9 Unknown						Vehicle Condition Unit 1 <input type="text" value="01"/> Unit 2 <input type="text"/>	Special Function of Vehicle Unit 1 <input type="text" value="00"/> Unit 2 <input type="text"/>	Emergency Vehicle Responding to an Emergency Unit 1 <input type="text" value="0"/> Unit 2 <input type="text"/>	Point of First Contact on Vehicle Unit 1 <input type="text" value="09"/> Unit 2 <input type="text"/>	Most Damaged Area Unit 1 <input type="text" value="09"/> Unit 2 <input type="text"/>			
								Trafficway Unit 1 <input type="text" value="2"/> Unit 2 <input type="text"/>	Unsafe / Unlawful Contributing Factors Unit 1 <input type="text" value="98"/> Unit 2 <input type="text"/>						
								Vehicle Removal Unit 1 <input type="text" value="3"/> Unit 2 <input type="text"/>	Vehicle Condition Unit 1 <input type="text" value="01"/> Unit 2 <input type="text"/>						
								Vehicle Condition 00 Not Applicable 01 Apparently Normal 02 Brakes 03 Headlights 04 Steering 05 Tail Lights 06 Brake Lights 07 Tires/Wheels 08 Suspension 09 Signal lights 10 Windows 11 Truck Coupling/Trailer Hitch/Safety Chains 12 Mirrors 13 Wipers 14 Power Train	Vehicle Condition 00 Not Applicable 01 Apparently Normal 02 Brakes 03 Headlights 04 Steering 05 Tail Lights 06 Brake Lights 07 Tires/Wheels 08 Suspension 09 Signal lights 10 Windows 11 Truck Coupling/Trailer Hitch/Safety Chains 12 Mirrors 13 Wipers 14 Power Train						
								Special Function of Vehicle 00 Not Applicable 01 School Bus 02 Transit Bus 03 Intercity Bus 04 Charter Bus 05 Other Bus 06 Military 07 OHP 08 Other Police 09 Other Law Enforcement 10 Ambulance 11 Fire Truck 12 Public Owned Vehicle 13 Highway Equipment 14 Special Mobilized Machine 15 Other	Special Function of Vehicle 00 Not Applicable 01 School Bus 02 Transit Bus 03 Intercity Bus 04 Charter Bus 05 Other Bus 06 Military 07 OHP 08 Other Police 09 Other Law Enforcement 10 Ambulance 11 Fire Truck 12 Public Owned Vehicle 13 Highway Equipment 14 Special Mobilized Machine 15 Other						
								Point of First Contact on Vehicle 00 Not Applicable 14 Undercarriage 99 Unknown	Most Damaged Area 00 Not Applicable 14 Undercarriage 99 Unknown						



Latitude: 34.9351 N

Longitude: -95.6759 W

Railroad Crossing Number: []

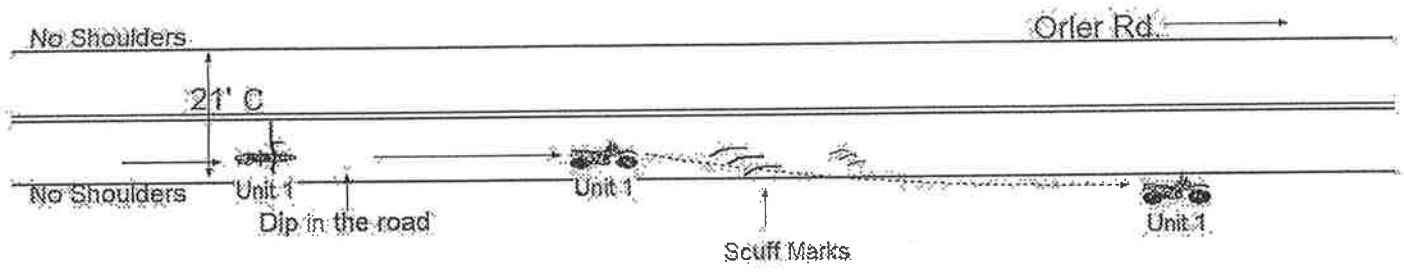
Unit Number: 01 NE SW E

Unit Number: [] NE SW

State Highway 31 & County Road (Orler Rd)



Not To Scale



COLLISION EVENTS

Unit	First Event	Second Event	Thlrd Event	Fourth Event	Most Harmful Event	First Harmful Event for the Entire Collision
01	73	17	00	00	73	73
Unit	First Event	Second Event	Thlrd Event	Fourth Event	Most Harmful Event	
[]	[]	[]	[]	[]	[]	[]

- 00 Not Applicable
- 10 Overtum/Rollover
- 11 Fire/Explosion
- 12 Immersion
- 13 Jackknife
- 14 Cargo/Equipment Loss or Shift
- 15 Equipment Failure (Blown Tire, Brake Failure, etc.)
- 16 Separation of Units
- 17 Departed Road Right
- 18 Departed Road Left
- 19 Cross Median/Centerline
- 20 Downhill Runaway
- 21 Fell/Jumped From Motor Vehicle
- 22 Thrown Or Falling Object
- 23 Other Non-Collision
- PERSON, MOTOR VEHICLE, OR NON-FIXED OBJECT:
- 30 Pedestrian
- 31 Pedal Cycle
- 32 Railway Vehicle (train, engine)
- 33 Animal
- 34 Motor Vehicle in Transport
- 35 Parked Motor Vehicle
- 36 Struck by Falling, Shifting Cargo or Anything Set In Motion by Motor Vehicle
- 37 Work Zone/Maintenance Equipment
- 38 Other Non-Fixed Object
- FIXED OBJECT:
- 40 Barrier (Cable)
- 41 Barrier (Concrete)
- 42 Barrier (Other)
- 43 Fence Pole
- 44 Fence
- 45 Traffic Signal Support
- 46 Traffic Sign Support
- 47 Utility Pole/Light Support
- 48 Other Post/Pole/Support
- 49 Guardrail/Guardrail Face
- 50 Guardrail End
- 51 Culvert
- 52 Curb
- 53 Island
- 54 Sand Barrels
- 55 Impact Attenuator/ Crash Cushion
- 56 Pavement Drop-Off
- 57 Ditch
- 58 Embankment
- 59 Tree (Standing)
- 60 Dividing Strip
- 61 Retaining Wall
- 62 Bridge Abutment
- 63 Bridge Pier or Support
- 64 Bridge Rail
- 65 Bridge Post
- 66 Bridge Curb
- 67 Bridge Super Structure (Beams)
- 68 Bridge Overhead Structure
- 69 Delineator
- 70 Mailbox
- 71 Other Fixed Object
- 72 Other Highway Structure
- 73 Ground
- 99 Unknown

Remarks

UNIT 1 WAS EASTBOUND ON STATE HIGHWAY 31. DUE TO THE THE CONDITION OF STATE HIGHWAY 31, AND HAVING A DIP IN THE ROAD THE DRIVER LOST CONTROL AND LAYED THE BIKE OVER FOR APPROX. 176' AND DEPARTED THE ROADWAY RIGHT COMING TO REST. AOI WAS APPROX. 46' WEST OF THE WEST EDGE OF COUNTY ROAD (ORLER RD) AND 6 FEET NORTH OF THE SOUTH EDGE OF STATE HIGHWAY 31.

**AUTHORIZATION FOR ACCESS BY PATIENT OR
DISCLOSURE OF PROTECTED HEALTH INFORMATION**

To: **All Health Care Providers**

Patient Name: Amy Wilkinson

Date of Birth: 08/07/1972

Social Security Number: ***-**-3314

I hereby authorize the use or disclosure of any and all **Protected Health Information** to be provided to or obtained by the following:

Please provide documents and records to:

State of Oklahoma

and

Pittsburg County, Oklahoma

and

Any Political Subdivisions Thereof

and

**Konsure Law Firm
c/o M. Todd Konsure
P.O. Box 1031
McAlester, Oklahoma 74502
Phone: 918-426-0700
Fax: 918-426-1870**

Please send or obtain the following Documents and Records:

Any and all records, diagnostic testing results, and any and all other documentation including all computer notes, telephone logs or records and any other documentation of any kind pertaining in any way to me from 07/04/2020 through the present date.

The information will be obtained, used or disclosed for the following purpose(s) only:

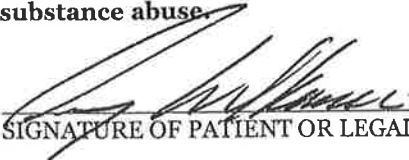
- Insurance Continued Treatment Legal
 Requested by Patient or Patient Representative Other (type in): Any Lawful Purpose

I understand:

- I may revoke this authorization at any time, in writing, except revocation will not apply to information already in use or disclosed in response to this authorization. I may revoke the document by presenting my written revocation as provided in the Notice of Privacy Practices. Unless revoked or otherwise indicated, the automatic expiration date will be one year from the date of signature or upon the occurrence of the following event: **one year from date of execution.**
- I release the entities listed above, their agents and employees from any liability in connection with the use or disclosure of the protected health information covered by this authorization. The entity authorized to disclose the information will not be compensated by the recipient for this disclosure, except for the cost of copying and mailing as authorized by law.
- Information used or disclosed pursuant to this authorization may be subject to redisclosure by the recipient and no longer protected by Federal Law. However, the recipient may be prohibited from disclosing substance abuse information under the Federal Substance Abuse Confidentiality Requirements.

- I have the right to inspect the health information to be released and I may refuse to sign this authorization.
- Unless the purpose of this authorization is to determine payment of a claim for benefits, the requesting entity will not condition the provision of treatment or payment for my care on my signing this authorization.

I understand that my medical information may indicate that I have a communicable or venereal disease which may include but is not limited to, diseases such as hepatitis, syphilis, gonorrhea or the human immunodeficiency virus, also known as Acquired Immune Deficiency Syndrome (AIDS). I further understand that my medical information may indicate that I have or have been treated for psychological or psychiatric conditions or substance abuse.

 _____ DATE 6-22-2021

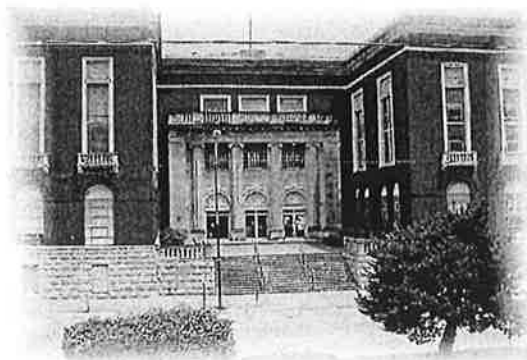
 DESCRIPTION OF LEGAL REPRESENTATIVE'S AUTHORITY EXP. DATE OF AUTHORIZATION

NOTICE OF RIGHTS: Information in your medical record that you have or may have a communicable or venereal disease is made confidential by law and cannot be disclosed without your permission except in limited circumstances including disclosure to persons who have had risk exposures, disclosure pursuant to an order of the court or the Department of Health, disclosure among health care providers or disclosure for statistical or epidemiological purposes. When such information is disclosed, it cannot contain information from which you could be identified unless disclosure of that identifying information is authorized by you, by an order of the court or the Department of Health.

PITTSBURG COUNTY COURT CLERK'S OFFICE

DEPUTIES

TINA CRANDALL
MARY FORD
JAMIE PLUNKETT
SHANTAL KEITH
SUSAN MACHADO



DEPUTIES

PHYLLIS CANNELLA
REBECCA LEFEBVE
HEATHER HORN
KELLY LONDON
NICOLE SMITH

PAM SMITH, COURT CLERK
PITTSBURG COUNTY COURTHOUSE, ROOM 200
P.O. BOX 460
MCALESTER, OK 74502
OFFICE 918-423-4859 FAX 918-426-1886

July 6, 2021

Hope Trammell
Pittsburg County Clerk
115 E. Carl Albert Pkwy. Room 103
McAlester, OK 74501

RE: Requisitioning & Receiving Officers

Dear Mrs. Trammell,

Please add Jamie Plunkett as a receiving officer for all court clerk and district court accounts.

Should you have any questions, please do not hesitate to contact me at your convenience.

Sincerely,

A handwritten signature in cursive script that reads "Pam Smith".

Pam Smith, Court Clerk



Board of County Commissioners, Pittsburg County

*Charlie Rogers
District #1*

*Kevin Smith
District #2*

*Ross Selman
District #3*

July 6, 2021

Hope Trammell
Pittsburg County Clerk
115 E. Carl Albert Parkway, Room 103
McAlester, OK 74501

RE: Appointment of Requisitioning & Receiving Officers

Dear Mrs. Trammell,

Ross Selman and Sandra Crenshaw shall be requisitioning officers for 18128 CDBG 20. Holly Sweetin and Neil Johnson will be receiving officers for 18128 CDBG 20.

Please feel free to contact my office with any questions or concerns at your convenience.

Sincerely,

A handwritten signature in cursive script that reads "Ross Selman".

Ross Selman
Chairman

Ram, Inc. submits the following fuel bids for the week: July 5th, 2021.

UI	CLEAR	DYED	JP
2.6450	2.4750	2.4750	1.9900

18 cents per gallon will be added if truck goes to new location.

Thank You,

Twilah Monroe

FILED

JUL 06 2021 8:36 AM
 TIME 8:36 AM
 HOPE TRAMMELL, COUNTY CLERK
 PITTSBURG COUNTY
 BY MS DEPUTY

**AGREEMENT
FOR
PROFESSIONAL MASS APPRAISAL SERVICES**

This Agreement is entered into on this 1st day of July 2021, by and between the Pittsburg County, Oklahoma Assessor's Office (hereinafter "**County**") and Arkansas CAMA Technology, Inc. (hereinafter "**ACT**").

WHEREAS, on the 1st day of July 2021, ACT submitted a response to the County's Request for Proposal for a visual inspection project.

WHEREAS, on the 1st day of July 2021, ACT was informed by the County that it had been selected to assist in conducting the County's 2020-2024 visual inspection project.

WHEREAS, the *Pittsburg County Real Estate Visual Inspection Project Plan* (hereinafter, the "**Plan**") has been developed and accepted by both the County and ACT.

WHEREAS, it is necessary this Agreement be entered into to formalize the obligations of the parties hereto.

NOW, THEREFORE, IT IS AGREED:

1. SERVICES

1.1 The County hereby engages ACT and ACT hereby agrees to perform the services for 2021-2022 as set forth in the Plan. The services for the initial term of the Agreement begin on the date referenced above and ends on June 30, 2022

- a. ACT will begin the project by conducting a review of 4,000 residential, agricultural, commercial and exempt properties within the specifically defined areas in accordance to the Visual Inspection Plan on file with the Oklahoma Tax Commission.
- b. ACT appraisers will work with County staff to ensure data collection information is legible, dimensions are sufficient for square footage calculations, and photographs are properly identified/indexed. If errors are found by the County's staff or information is omitted by ACT appraisers, it will be the responsibility of ACT to correct these errors at no additional cost. (Hereinafter, the "**Services**").

1.2 ACT shall commence providing the Services upon execution of this Agreement.

1.3 ACT warrants that all information and data acquired by or created by ACT as a result of its fulfillment of the Agreement remains County property and will not be disclosed to third parties.

2. COMPENSATION

2.1 For the sum of \$70,000 (Seventy Thousand Dollars) payable as set out below, ACT will provide all services and obligations as set out.

- a) ACT agrees to invoice the County monthly based upon the number of parcels in which data collection has been submitted to the County's staff. Each monthly invoice will be submitted on the first day of the month and shall be calculated by multiplying number of parcels submitted by per parcel amount (4,000 of parcels submitted X 17.50/per parcel). ACT will only invoice the County based upon the number of parcels submitted during the previous month.

2.2 It is agreed and understood the County may not obligate funds beyond the fiscal year in which it is currently operating; to this extent, the initial term of this Agreement ends June 30, 2022, but is renewable on a one-year annual basis through June 30, 2023. In the event the County does not wish to renew the Agreement for a new one-year term pursuant to this paragraph 2.2 herein, the County shall give ACT written notice of its intention not to renew the Agreement by June 15th of the current Agreement term. In the event the County does wish to renew the Agreement for another one-year term pursuant to this paragraph 2.2 herein, the County and ACT agree to negotiate the annual fees and/or pricing for the new term in good faith based upon the scope of work and number of parcels defined. If the parties cannot agree on the annual fees for the new term before the end of the current Agreement term, either party may give notice to the other of its intent not to renew the Agreement. Any change in the annual fees and/or pricing for a new Agreement term shall be reflected by an Addendum to this Agreement.

2.3 If this Agreement is terminated, or not renewed, by either party for any reason then ACT will immediately be entitled to and the County agrees to pay ACT for any and all Services, which have been performed by ACT through the date of termination whether invoiced or not.

3. OBLIGATIONS OF COUNTY

3.1 County shall provide ACT with access to key County's personnel, offices, appropriate computer equipment and software, and County's real estate data as is necessary and may be reasonably requested by ACT in order to provide the Services described herein.

3.2 County staff is responsible for data entry of all data collection information obtained by ACT's appraisal staff within a timely manner. ACT will communicate with County staff in order to clarify any questions about the data collected or revisit any property if necessary, to correct any errors found.

3.3 During each year of the Project any notice of change in assessment letters to be mailed to property owners will be the responsibility of the County.

3.4 The County's office is responsible for the day-to-day interactions with the taxpayers for the duration of the project, but ACT shall assist as needed to address taxpayer questions

and concerns regarding ACT's data collection information.

3.5 Valuation of all County real estate parcels shall be the responsibility of the County.

4. DEFAULT; TERMINATION; BREACH

4.1 In the event that either of the parties' defaults on any obligation herein, then said defaulting party shall be given prompt notice of such and given ten (10) days to remedy said default. A failure to cure said default shall be grounds for termination of the Agreement and shall be considered a breach of such.

4.2 This Agreement may be terminated by either party without cause upon ten (10) days written notice.

5. PROFESSIONAL STANDARDS

5.1 County acknowledges and agrees that some of ACT's employees are bound by certain professional standards which may not have specific application to this Agreement, but which ACT employees are bound in the course of performing certain aspects of their trade, and that County will not require ACT to do any act or provide any advice or services under this Agreement that would cause any such employee of ACT to be in violation of his or her professional standards. County also acknowledges and agrees that ACT can refuse, without being in breach of this Agreement, to perform any act or provide any advice or services which any employee of ACT, in its own discretion, deems to be a violation or potential violation of said employee's professional standards.

5.2 County, upon written notice to an ACT Executive Officer, may request the removal of any person or persons that the County considers to be incompetent or negligent in the performance of their duties, or who shall be deemed to be guilty of misconduct. Such written notice shall state in detail the basis for the request with justification indicating the facts of the request.

6. NON-SOLICITATION AGREEMENT

6.1 The County and ACT each agree that during the term of this Agreement, and for a period of one (1) year after the termination of this Agreement, they will not, directly or indirectly, solicit or induce any employee of the County or ACT to leave the employment of the County or ACT.

7. GENERAL CONSIDERATIONS

7.1 Any notice, demand or communication required, permitted, or desired to be given shall be in writing and shall be deemed effectively given on the earlier of the day personally delivered, three (3) business days next following the day when deposited in the United States Mail, mailed by prepaid certified mail, return receipt requested, or the next business day following deposit with an overnight courier or transmission by facsimile, addressed as

follows:

To County:

Michelle Fields
Pittsburg County, Oklahoma, Assessor
115 East Carl Albert Parkway
McAlester, OK 74501
Telephone: (918) 423-4726
Facsimile: (918) 723-7321
Email: Pittsburg.assessor@gmail.com

To ACT:

ATTN: Don Horton
Arkansas CAMA Technology, Inc.
38 W Trenton Blvd, Suite 101
Fayetteville, AR 72701
Telephone: (479) 587-9055, Ext. 118
Facsimile: (479) 587-9151
Email: dhorton@arcamatech.com

or to other such address, and to the attention of such other person or officer as any party may designate. Rejection or other refusal to accept or the inability to deliver because of a changed address of which the other has knowledge shall be deemed to be receipt of the notice sent.

7.2 ACT and County agree that the rights and responsibilities of the parties to this Agreement shall not be assigned without both parties' written agreement allowing such assignment. Subject to such requirement, this Agreement shall inure to the benefit of and be binding on the parties hereto and their respective legal representatives, successors and assigns.

7.3 Except with respect to the payment of money, neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement deemed resulting, directly or indirectly, from the acts of God, civil or military authority, material change of law, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by either party's employees, or any similar or dissimilar cause beyond the reasonable control of either party.

7.4 The parties acknowledge that both the County and ACT have duly and validly authorized the execution, delivery and performance of this Agreement by the County and ACT and that the County has taken the appropriate steps to ensure this Agreement has been executed in accordance with state law.

7.5 This Agreement shall be construed according to the laws of the State of Oklahoma, without regard to principles of conflicts of law.

7.6 The parties understand and agree that this Agreement contains the entire agreement of the parties and cannot be modified in any way except by written modification executed by each party.

7.7 By signing this Agreement below, the parties indicate that they have read this document in its entirety and fully understand its contents.

7.8 The parties have been given the opportunity to consult with legal counsel concerning the terms and effect of this Agreement and either party's failure to do so is at its own choosing.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their duly authorized representatives, effective the date first above written.

PITTSBURG COUNTY, OKLAHOMA

By: Michelle Fields

Michelle Fields
Pittsburg County Assessor

ACT

By: Don Horton

Don Horton
President

BOARD OF COMMISSIONERS

[Signature]
[Signature]
[Signature]

Hope Trammell
County Clerk





OKLAHOMA
State Department
of Health

DATE: May 28, 2021

TSET Health Living Program
Attention: Julie Bisbee

Please accept this letter as a 30 day notice of our intent to terminate our TSET grant obligations after June 30, 2021, in Pittsburg County. The partnership over the years has grown exceptional professionals dedicated to the TSET mission and benefited the Pittsburg citizens immeasurably. The health improvements in the county would not have been possible without guidance from the TSET program and its staff. It is the need for flexibility and broader capacity around direct service that is driving this restructure toward other funding sources. At this time, our communities are redirecting efforts toward root causes and NEAR science learning to impact wellness outcomes and reduce health disparities.

In the future, we hope that our health departments in southeast Oklahoma and TSET can continue to find ways to partner locally for the benefit of the community. We will move forward with implementing our sustainability plan through collaboration with our community partners and utilization of community health workers and health educators to influence lifestyle interventions. We feel this model suits the rural healthcare framework in improving health outcomes in Pittsburg County.

Thank you again for the opportunity to serve as a TSET contractor.

Juliann M. Montgomery, MPH
Regional Director of Health

cc: file



OKLAHOMA
State Department
of Health

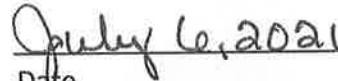
Acknowledged By:

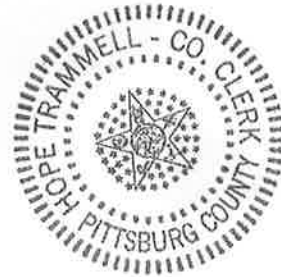

Pittsburg County Commissioner


Pittsburg County Commissioner


Pittsburg County Commissioner


Attest
County Clerk


Date



BOARD OF COUNTY COMMISSIONERS PITTSBURG, OKLAHOMA

This contract, consisting of seven (7) pages, made by the Board of County Commissioners, Pittsburg County, Oklahoma, hereinafter referred to as the "Board" with Eastern Oklahoma Youth Services, Inc., a nonprofit youth services organization existing under laws of the State of Oklahoma and having its principal place of business at: 2626 S. 14th, Suite A20 McAlester, OK 74501; hereinafter referred to as "Agency" constitutes the entire contract between the Board and the Agency. This document supersedes all previous documents describing the relationship between the parties and the services in the fiscal year 2021-2022.

RECITALS

WHEREAS, counties are empowered to make contracts and do other acts in relations to the property and concerns of the county necessary to the exercise of corporate or administrative power, and

WHEREAS, a child is taken into custody pursuant to the provisions of 10 O.S., Sections 1101 through 1506; and the child shall be detained only if it is necessary to assure the appearance of the child in court or for the protection of the child or the public; and

WHEREAS, as of January, 1988, no child may be detained in any jail, adult lockup or other adult detention facility; and

WHEREAS, the Board of County Commissioners of any county may provide a place for the temporary detention of a child who is subject to secure detention and may construct a building or rent space for such purposes; and

WHEREAS, the Board of County Commissioners shall also have authority to enter into a contract with and to pay a public agency, private agency, or a multi-county trust for the operation of detention facility, 10A O.S. 2-3-103 and

WHEREAS, **expenses** incurred in carrying out the provisions of 10A O.S. Supp. 2-3-101 and 2-3-103 shall be paid from the general fund of the

county or from other public funds lawfully appropriated for such purposes, or from private funds that are available for such purposes.

NOW THEREFORE, the parties agree as follows;

ARTICLE I. Term

This contract is effective from July 1, 2021 through the 30th day of June 2022.

ARTICLE II. Reimbursements

The County shall authorize the Agency to bill direct for the operation and maintenance of the detention facility located in Pittsburg County, Oklahoma as follows:

The sum of to \$158.58 per day per bed, whether occupied or not, which sum is money received from the State of Oklahoma, Office of Juvenile Affairs (hereinafter referred to as "OJA"), for such purpose; and in addition thereto, (1) the Agency shall contract with user counties, and bill such counties on a \$38.97 or 15% of the approved state rate, per day per bed occupied basis. (2) The Board agrees that it shall establish and maintain a Juvenile Detention Maintenance Fund of \$ 20,000.00 Maximum.

User fees from Pittsburg and other user counties, in the amount of \$38.97 or 15% of the approved state rate per day per bed occupied, shall be placed in the Juvenile Detention Maintenance Fund until the fund has reach the amount of \$20,000.00. At any time the funds drops below the 20,000.00 maximum amount, the agency will reimburse the funds from user fees at the rate of \$38.97 or 15% of the approved state rate per day per bed occupied, until the Fund again reaches the maximum amount prescribed.

Payment, however, shall be subject to the following conditions;

1. The facility must meet the state licensing requirements for Secure Juvenile Detention Facilities as set forth in 377:13-3-37 through 377:13-348.

2. Payment for services by the counties will be made only upon receipt from Agency a properly executed claim document as prescribed by the user counties. Parties agree that such claim shall be submitted no later than the 10th of each month, and that reimbursement for same shall be received no later than the last day of each month.

3. The Agency shall limit all travel reimbursements to no higher than the established reimbursement provided by the State of Oklahoma's Travel Reimbursement Act.

The Agency is required to secure a blanket bond in the amount of \$50,000.00 and is required to furnish the Board with a certificate. The Agency shall maintain current contracts with counties who are participating in the usage of the regional detention facility.

ARTICLE III. Accounting and Reporting

The Agency agrees to maintain sufficient records to show fiscal responsibilities and to maintain sufficient books, records, ledgers, and documentation for the purpose of inspection, monitoring, auditing, and evaluating the expenditures by the Agency. Financial records shall accurately account for expenditures of the funds using accepted accounting procedures, and shall reflect the total income and expenditures of the Agency from all sources. The Agency agrees to make such books, records, ledgers, and documentation records accessible at reasonable times to representatives of the Board for inspection, audit, and certification as it is deemed necessary by the Board. Fiscal records shall be maintained during the term of the contract and or a period of three (3) years following termination. If an audit, litigation, or other action involving such records is started before the end of the three year period, the records shall be maintained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later.

The Agency shall have an annual certified audit, conducted in accordance with generally accepted accounting principles, by a certified public accountant or public accountant who has a valid current permit to practice public accountancy in the State of Oklahoma, or by the State Auditor's Office.

1. The Agency shall provide a copy of the required audit report(s), including uniform financial statement and a management letter to the

Board and OJA within ninety (90) days of the end of the fiscal year being audited or within thirty (30) days after the completion of the audit report, whichever comes first.

2. This Board for reasonableness may treat the cost of the audit(s) required pursuant to this section as expenditures under this contract, but subject to review.

ARTICLE IV. Insurance

The Agency agrees to procure and maintain liability insurance as required by law or regulations, including that required by state law, overall state regulations or policies of the County.

The Agency is required to furnish the Board with a Certificate of Insurance providing a minimum of \$300,000.00 for bodily injury due to possible negligence in the operation of the facility-protecting Agency against public liability. This policy must be in place by the first operational day of the facility. This certification of insurance shall be issued and signed by the carrier of the policy and represent that the agency is named as insured and that the carrier may not cancel or transfer the policy without giving a thirty (30) day written notice prior to cancellation or transfer.

The Board will be responsible for maintaining the fire and hazard insurance on the building and contents owned by the Board.

ARTICLE V. Employment Procedures

Personnel:

1. The Agency shall select and employ staff in accordance with the Requirements for Secure Juvenile Detention Centers as determined by the Office of Juvenile Affairs.
2. The Agency's current personnel policies shall be applicable for the staff employed at the facility.
3. The Agency shall select and employ personnel from Pittsburg County when possible. The Agency shall employ outside Pittsburg County when qualified people are not available in the County.

Equal Opportunity and Discrimination

The Agency and the County agree that they are Equal Opportunity Employers, and in compliance with the Federal Regulations, Title 43, Code of Federal Regulations, part 80 (which implement P.O. 88-352, Civil Rights Act of 1964) and executive orders there under; and the Rehabilitation Act of 1973, as amended including but not limited to, providing equal opportunity both to those

seeking employment and those seeking services without regard to race, color, religion, sex, national origin, or handicap.

Grievance Procedure

The Agency shall operate a system of resolution of grievances by recipients of the services provided under this contract regarding the substance or application of any written or unwritten policy or rule of the Agency, or any decisions, behavior or action by the Agency, its agents or employees.

ARTICLE VI. Subcontracting

The service to be performed under this contract shall not be subcontracted, in whole or in part, to any other person or entity without written approval by the Board. The terms of this contract and such additional terms as the Board may require shall be included in any approved subcontract, and approval of any subcontract shall not relieve the Agency of any responsibility for performing this contract.

ARTICLE VII. Ownership Information

The Agency attest that no person who has ownership or controls interest in or is an agent or managing employee, has been convicted of a criminal offense involving moral turpitude, or relating to the person's involvement in any programs under Titles IV, XVIII, XIX, or XX of the Social Security Act since the inception of these programs and agrees to disclose to the Board the name of any person so convicted who may assume any of the positions identified herein.

ARTICLE VIII. Compliance with Law

The Agency agrees to comply with all applicable State and Federal laws, statutes, regulations, rulings or enactments or any governmental authorities that are applicable to this contract. Observance of any compliance with these

requirements shall be the responsibility of the Agency without reliance on, or superintendence of, or direction by the Board.

ARTICLE IX. Reporting

The Agency must meet all State Licensing requirements applicable to juvenile detention services and centers.

The Agency Must:

1. Submit a monthly report to the Board showing the number of juveniles placed in the detention facility, and the county of jurisdiction of all juveniles placed in the detention facility during the month.
2. Submit to the Board a copy of the required audit report(s), including uniform financial statements and a management letter to the Board and OJA within ninety (90) days of the end of the contract.
3. It is understood and agreed by both parties that OJA and the Board through any authorized representatives has the right, at all reasonable times, to inspect, investigate or otherwise evaluate the service performed or being performed hereunder and the premises in which it is being performed. If any inspection, investigation or evaluation is made by the OJA or Board, the Agency shall provide all reasonable assistance for the convenience of the OJA or Board. All inspections, investigations, or evaluations shall be performed in such manner as will not unduly interfere with performance of the service and will be done in respect of rights of confidentiality to which juvenile offenders are entitled. The OJA and Board shall have access to and the right to examine program and fiscal records at any time during the period such records are required by the contract to be retained.

ARTICLE X. Cancellation

This agreement shall be cancelable for cause, upon breach of the terms of this agreement by either party only upon thirty (30) days written notice to the other party.

ARTICLE XI. Inventory

The Agency and the Board shall maintain an inventory of all properties maintained at the detention center.

All furniture and fixtures owned by the Board shall remain for the use and benefit of the juveniles in the center and shall remain the property of the Board.

All property purchased by the Agency shall remain the property of the Agency.

ARTICLE XII. Maintenance

The Agency shall be responsible for routine maintenance and upkeep of the building and grounds; however, the Agency shall not be required to make major repairs to the roof, structure, structured parts, heating and air conditioning units, plumbing or electrical systems. For purposes of this agreement major repairs shall be defined as repair costing more than \$5000.00.

In addition thereto, parties agree that the Agency may at any time make application to the Board for financial assistance with repair costs. The Board will then determine at that time if in fact such repairs may be paid in whole or in part from the Juvenile Detention Maintenance Fund or other county source maintained by the Board.

ARTICLE XIII. Modification

All changes shall be consummated by formal written amendment agreeable to both the Board and the Agency.

SIGNATURES:

For the faithful performance of the terms of this contract the parties hereto in their capacities as stated, affix their signatures:

Dated this 6th day of July, 2020.

BOARD OF COUNTY COMMISSIONERS PITTSBURG, OKLAHOMA

Ron Selman
Chairman

[Signature]
Member

[Signature]
Member



Attest:

Hope Trammell
County Clerk, Pittsburg County

EASTERN OKLAHOMA YOUTH SERVICES, INC.

[Signature]
Executive Director

CONTRACT

BETWEEN EASTERN OKLAHOMA YOUTH SERVICES & PITTSBURG COUNTY

FOR JUVENILE DETENTION SERVICES AT

PITTSBURG COUNTY REGIONAL JUVENILE DETENTION CENTER

This agreement effective the 1st day of July, 2021, is between Eastern Oklahoma Youth Services, Inc., hereinafter referred to as "EOYS" and the Board of County Commissioners of PITTSBURG COUNTY, Oklahoma, hereinafter referred to as "User County." For good and valuable consideration, including the following covenants and promises, receipt for which each party following hereby acknowledges, the parties hereto agree as follows:

SERVICES: EOYS shall provide and make available to User County the services and facilities of the Pittsburg County Regional Detention Center in McAlester, Oklahoma, on a space available basis, as determined by Eastern Oklahoma Youth Services, Inc., subject to the following terms and conditions in relation to juvenile cases arising in User County under the Title 10 of Oklahoma Statutes and requiring detention of certain juveniles.

FILING: It shall be the responsibility of User County authorities to file a petition within five judicial days after a child is taken into custody as per Title 10 of the Oklahoma Statutes.

REFERRAL AND ADMISSION: It shall be the responsibility of User County authorities to initiate and obtain the detention authorization of said juvenile. Admission shall be allowed upon an initial oral order of the District Court provided that a written order is entered and forwarded within twenty-four hours of the next working day. If a child is under the influence of drugs or alcohol, the User County shall be responsible for obtaining a medical clearance for said child to be detained, whether or not this was immediately evident to anyone during the initial intake procedures. If the Detention Center is at capacity the User County authorities will be notified when the referral is initiated. All admissions must be cleared by Detention before transporting the juvenile to the Center.

NOTIFICATION: Prior to transporting any child to the Pittsburg County Regional Juvenile Detention Center, it shall be the responsibility of User County Authorities to notify the child's parents of the child's apprehension and detention. Further, that prior to their child's detention hearing the User County authorities shall notify the juvenile's attorney of record of his/her detention.

JUDICIAL PROCEEDINGS AND OJA SERVICES: All judicial proceedings and OJA services regarding User County children shall be the responsibility of User County Authorities. It shall be User County's responsibility to see that their child receives proper legal representation and that frequent contact between the detained child and his/her caseworker is arranged.

MEDICAL ATTENTION: Any child detained in the Pittsburg County Regional Juvenile Detention Center who requires emergency medical attention due to developments arising after admission will be

taken to medical facilities in Pittsburg County. Upon development of any non-emergency illness or injury after detention, the Judge of the Juvenile Division of the District Court (User County's) shall be notified and in his/her discretion, the child may be treated in User County and transportation arranged by either law enforcement and/or the parents of said child. If the child is treated in Pittsburg County, the responsibility for payments for such services rests in the parents and/or User County. User County agrees to save and hold harmless Pittsburg County and Eastern Oklahoma Youth Services, Inc., from all payments due or expenses incurred as a result of medical treatment for such child, except such expense as may be occasioned by the negligence of either Eastern Oklahoma Youth Services, Inc. or the Pittsburg County Regional Juvenile Detention Center. When any child is treated for an emergency, the User County District Court Judge will be notified within 24 hours.

OBSERVATION NOTES: While a child is detained in the Pittsburg County Regional Juvenile Detention Center, said facility will provide, at the request of User County authorities, observation or other information on such child while in detention.

REPORTS: The person transporting a child to the Pittsburg County Regional Juvenile Detention Center shall bring a copy of the detention order including the name of the Judge authorizing detention, and all of the arrest information so that admission at the facility can be completed.

PAYMENT: The User County agrees to pay its statutorily required portion for the care of any juvenile it refers to detention, projected to be thirty-eight dollars and ninety-seven cents (\$38.97) per child per day while a youth is detained at Pittsburg County Juvenile Detention Center. In the event of a budget shortfall at OJA, the county agrees to pay the difference per day to ensure the provider receives the fully-allotted per diem rate for its detention operations. Payment for services will be made only upon receipt from EOYS of a properly executed claim as prescribed by User 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. 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 still be paid for services rendered.

LIABILITY: The parties agree that each party shall be responsible for its own negligence, if any, in the delivery of services pursuant to this contract. Pittsburg County and Eastern Oklahoma Youth Services shall be liable only for the delivery of custodial services at the Pittsburg County Regional Juvenile Detention Center. The Courts and the Office of Juvenile Affairs shall retain all responsibility for the determination and duration of the detention of juveniles.

RENEWAL: The terms of this agreement shall be July 1, 2021 through June 30, 2022. Terms may be renewed, subject to the approval of both parties, upon the execution of a new contract effective July 1, 2021.

TERMINATION: Either party may elect to terminate this agreement early, provided thirty (30) days written notice is given to the other party.

MODIFICATION: Should it become necessary to modify any specific term of this contract at any time, this may be done upon subsequent written agreement by BOTH parties. Only terms and conditions that are specified and approved in writing by both parties shall be considered valid.

EASTERN OKLAHOMA YOUTH SERVICES, INC
2626 S 14th, Suite A-20
McAlester, OK 74501

AUTHORIZED AGENT

DATE

PITTSBURG COUNTY BOARD OF COUNTY COMMISSIONERS

Ron Schuman
CHAIRMAN

7/6/2021
DATE

[Signature]
MEMBER

7/6/2021
DATE

[Signature]
MEMBER

7/6/2021
DATE

Hope Trammell
ATTEST (COUNTY CLERK)

7/6/2021
DATE





Board of County Commissioners, Pittsburg County

*Charlie Rogers
District #1*

*Kevin Smith
District #2*

*Ross Selman
District #3*

June 29, 2021

Red Earth Energy, Inc.
401 North University Dr.
PMB 244
Edmond, OK 73034

RE: Letter support wind farm in Pittsburg County, Oklahoma

To Whom It May Concern,

Please accept this letter of support on behalf of the Pittsburg County Board of County Commissioners for the research and possible development of a wind farm in southern Pittsburg County.

Pittsburg County supports development of sustainable energy and supports the revenue that will ultimately provide additional funds for our public schools and our county in general.

Should you have any questions, please feel free to contact our office at your convenience.

Sincerely,

Ross Selman
Chairman
Board of County Commissioners

**Pittsburg County, Oklahoma
Lease Purchase Agreement**

This agreement is made this day of July 6, 2021, by and between the Board of County Commissioners of Pittsburg County, Oklahoma, designated as the Lessee and Yellowhouse Machinery Co. 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 DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>LEASE PURCHASE PRICE</u>
2021 John Deere	770G Motor Grader S/N 1DW770GPCMF711748	1	\$276,879.26	\$277,129.26

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 \$2,565.43 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 four (4) successive options to renew this lease for additional terms not to exceed one fiscal year, plus one final option to renew this lease for a period of two (2) 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 the 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 the 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 its 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 or Lessee's intent to purchase accompanied by a single, final payment of \$144,739.92. (If 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 reference). 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 of 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 the 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

In 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 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 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 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 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 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 the 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 the Lessee. If any provision of this 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

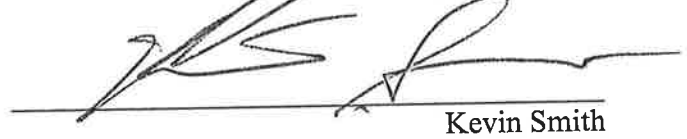
This lease shall be governed in all respects by the laws of the State of Oklahoma. In the event any litigation shall occur concerning the terms and conditions of this lease or the rights and duties of the parties, the parties agree that any such suit shall be maintained in the District Court in and for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

LESSOR: Yellowhouse Machinery Co.

BY: _____
Title: _____

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


Charlie Rogers


Kevin Smith


Ross Selman



Attest: 



AMORTIZATION SCHEDULE

Principal \$277,129.26	Loan Date 07-06-2021	Maturity 08-06-2026	Loan No 8400002229	Call / Coll 10B / 58	Account PAD0585	Officer ***	Initials
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References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "*****" has been omitted due to text length limitations.

Borrower: PITTSBURG COUNTY #2
115 E CARL ALBERT PARKWAY
MCALESTER, OK 74501-5020

Lender: Armstrong Bank
Leases to Public Entities
PO Box 188
Muskogee, OK 74402

Disbursement Date: July 6, 2021
Interest Rate: 1.970

Repayment Schedule: Balloon
Calculation Method: 365/360 U.S. Rule

Payment Number	Payment Date	Payment Amount	Interest Paid	Principal Paid	Remaining Balance
1	08-06-2021	2,565.43	470.12	2,095.31	275,033.95
2	09-06-2021	2,565.43	466.56	2,098.87	272,935.08
3	10-06-2021	2,565.43	448.07	2,117.36	270,817.72
4	11-06-2021	2,565.43	459.41	2,106.02	268,711.70
5	12-06-2021	2,565.43	441.14	2,124.29	266,587.41
2021 TOTALS:		12,827.15	2,285.30	10,541.85	
6	01-06-2022	2,565.43	452.24	2,113.19	264,474.22
7	02-06-2022	2,565.43	448.65	2,116.78	262,357.44
8	03-06-2022	2,565.43	401.99	2,163.44	260,194.00
9	04-06-2022	2,565.43	441.39	2,124.04	258,069.96
10	05-06-2022	2,565.43	423.66	2,141.77	255,928.19
11	06-06-2022	2,565.43	434.15	2,131.28	253,796.91
12	07-06-2022	2,565.43	416.65	2,148.78	251,648.13
13	08-06-2022	2,565.43	426.89	2,138.54	249,509.59
14	09-06-2022	2,565.43	423.27	2,142.16	247,367.43
15	10-06-2022	2,565.43	406.09	2,159.34	245,208.09
16	11-06-2022	2,565.43	415.97	2,149.46	243,058.63
17	12-06-2022	2,565.43	399.02	2,166.41	240,892.22
2022 TOTALS:		30,785.16	5,089.97	25,695.19	
18	01-06-2023	2,565.43	408.65	2,156.78	238,735.44
19	02-06-2023	2,565.43	404.99	2,160.44	236,575.00
20	03-06-2023	2,565.43	362.49	2,202.94	234,372.06
21	04-06-2023	2,565.43	397.59	2,167.84	232,204.22
22	05-06-2023	2,565.43	381.20	2,184.23	230,019.99
23	06-06-2023	2,565.43	390.20	2,175.23	227,844.76
24	07-06-2023	2,565.43	374.05	2,191.38	225,653.38
25	08-06-2023	2,565.43	382.80	2,182.63	223,470.75
26	09-06-2023	2,565.43	379.09	2,186.34	221,284.41
27	10-06-2023	2,565.43	363.28	2,202.15	219,082.26
28	11-06-2023	2,565.43	371.65	2,193.78	216,888.48
29	12-06-2023	2,565.43	356.06	2,209.37	214,679.11
2023 TOTALS:		30,785.16	4,572.05	26,213.11	
30	01-06-2024	2,565.43	364.18	2,201.25	212,477.86
31	02-06-2024	2,565.43	360.45	2,204.98	210,272.88
32	03-06-2024	2,565.43	333.69	2,231.74	208,041.14
33	04-06-2024	2,565.43	352.92	2,212.51	205,828.63
34	05-06-2024	2,565.43	337.90	2,227.53	203,601.10
35	06-06-2024	2,565.43	345.39	2,220.04	201,381.06
36	07-06-2024	2,565.43	330.60	2,234.83	199,146.23
37	08-06-2024	2,565.43	337.83	2,227.60	196,918.63
38	09-06-2024	2,565.43	334.05	2,231.38	194,687.25
39	10-06-2024	2,565.43	319.61	2,245.82	192,441.43
40	11-06-2024	2,565.43	326.46	2,238.97	190,202.46
41	12-06-2024	2,565.43	312.25	2,253.18	187,949.28
2024 TOTALS:		30,785.16	4,055.33	26,729.83	
42	01-06-2025	2,565.43	318.84	2,246.59	185,702.69
43	02-06-2025	2,565.43	315.02	2,250.41	183,452.28
44	03-06-2025	2,565.43	281.09	2,284.34	181,167.94
45	04-06-2025	2,565.43	307.33	2,258.10	178,909.84
46	05-06-2025	2,565.43	293.71	2,271.72	176,638.12
47	06-06-2025	2,565.43	299.65	2,265.78	174,372.34
48	07-06-2025	2,565.43	286.26	2,279.17	172,093.17



**AMORTIZATION SCHEDULE
(Continued)**

Loan No: 8400002229

49	08-06-2025	2,565.43	291.94	2,273.49	169,819.68
50	09-06-2025	2,565.43	288.08	2,277.35	167,542.33
51	10-06-2025	2,565.43	275.05	2,290.38	165,251.95
52	11-06-2025	2,565.43	280.33	2,285.10	162,966.85
53	12-06-2025	2,565.43	267.54	2,297.89	160,668.96
2025 TOTALS:		30,785.16	3,504.84	27,280.32	
54	01-06-2026	2,565.43	272.56	2,292.87	158,376.09
55	02-06-2026	2,565.43	268.67	2,296.76	156,079.33
56	03-06-2026	2,565.43	239.15	2,326.28	153,753.05
57	04-06-2026	2,565.43	260.82	2,304.61	151,448.44
58	05-06-2026	2,565.43	248.63	2,316.80	149,131.64
59	06-06-2026	2,565.43	252.99	2,312.44	146,819.20
60	07-06-2026	2,565.43	241.03	2,324.40	144,494.80
61	08-06-2026	144,739.92	245.12	144,494.80	0.00
2026 TOTALS:		162,697.93	2,028.97	160,668.96	
TOTALS:		298,665.72	21,536.46	277,129.26	

NOTICE: This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different amounts.

CERTIFICATE OF ACCEPTANCE

I, the undersigned, hereby certify that I am the duly qualified and acting County Commissioner for Pittsburg County, Oklahoma, ("Lessee") with respect to the Lease Purchase Agreement dated July 6, 2021 (the "Lease"), by and between Yellowhouse Machinery Co., ("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 August 6, 2021 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 each 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: 2021 John Deere 770G Motor Grader, S/N 1DW770GPCMF711748

DATED: 7/6/2021

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

By: 

Kevin Smith, County Commissioner
Printed Name

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

OPINION OF COUNSEL

With respect to that certain Lease Purchase Agreement ("Lease") dated July 6, 2021 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: Pittsburg County
Printed Name

By: Chuck Sullivan

Title: District Attorney

Date: _____

**SECTION 265(b)(3)(B) ELECTION UNDER THE PROVISIONS OF THE
INTERNAL REVENUE CODE OF 1986, AS AMENDED, AND RELATED TAX
COVENANTS OF THE LESSEE**

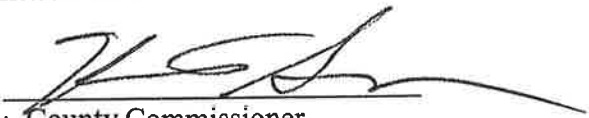
The undersigned, Board of County Commissioners of Pittsburg County, State of Oklahoma is the Lessee (herein "Lessee and obligor") under a certain Lease/Purchase Agreement (herein "Lease") dated as of July 6, 2021, made and entered into with Yellowhouse Machinery Co., as Lessor (herein "Lessor"). This Lease represents that the Lessee is acquiring the Leased Facilities and Equipment for use in the operations of Lessee, a governmentally owned facility (herein "Leased Facilities and Equipment"), and therefore the Lessee is the issuer of the lease-purchase obligations (herein "Leased Facilities and Rental Payment Obligations") called for under the terms of such Lease.

WHEREAS, the Lessee has on or about June 29, 2021, authorized the financing of the lease/purchase of such Leased Facilities and Equipment and the financing thereof, and, now, desires to designate all Leased Facilities and Equipment Rental Payment Obligations authorized by the official actions of the Lessee relating to the Lease for purposes of Paragraph (3) of Section 265(b) of the Code as "Qualified Tax-Exempt Obligations", and further desires to certify that not more than \$10,000,000 aggregate principal amount of obligations, the interest on which is excludable (under Section 103(a) of the Code) from gross income for Federal income taxes (excluding, however, private activity bonds, as defined in Section 141 of the Code, other than qualified 501(c)(3) bonds as defined in Section 145 of the Code), including the Rental Payment Obligations, have been or shall be issued by the Lessee, including all subordinate entities of the Lessee, during the calendar year 2021-2022.

NOW THEREFORE, the Lessee hereby delegates the Rental Payment Obligations related to the Lease for the purposes of Paragraph (3) of Section 265(b) of the Code "Qualified tax-exempt Obligations" and covenants that not more than \$10,000,000 aggregate principal amount of the obligations, the interest on which is excludable (under Section 103(a) of the Code) from gross income for federal income taxes (excluding, however, private activity bonds, as defined in Section 141 of the Code, other than qualified 501(c)(3) bonds as defined in Section 145 of the Code), including the Rental Payment Obligations, have been or shall be issued by the Lessee, including all subordinate entities of the Lessee, during the calendar year 2021-2022.

This instrument to be binding on the undersigned and may be relied upon by Special Tax Counsel in rendering its Opinion related to this financing and the actions herein expressed shall be effective as of the 6th day of July, 2021, immediately prior to the issuance and delivery of the Rental Payment Obligations.

**THE BOARD OF COUNTY COMMISSIONERS OF PITTSBURG COUNTY, STATE OF
OKLAHOMA**

By: 
Title: County Commissioner

Date: 07/06/2021

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE entered into the 6th day of July, 2021 by and between Yellowhouse Machinery Co. (herein "Assignor") and Armstrong 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 July 6, 2021 and entered into by and between Assignor and the Board of County Commissioners of Pittsburg County, Oklahoma (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 herunto set their hands the day and year first about written.

ASSIGNOR: Yellowhouse Machinery Co.

ASSIGNEE: Armstrong Bank

By: _____

By: _____
Bobby McAlpine, Market President

Printed Name: _____

Printed Title: _____

July 6, 2021

Pittsburg County
115 E Carl Albert Parkway
McAlester, OK 74501

Re: Lease Purchase Agreement for dated July 6, 2021, between Yellowhouse Machinery Co., Lessor,
and The Board of County Commissioners of Pittsburg County, Oklahoma, Lessee.

Dear Board of County Commissioners:

Please be advised that **Yellowhouse Machinery Co.** has assigned and transferred to **Armstrong Bank**, all of its right, title and interest in and to the above-described Lease Purchase Agreement, 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:

Armstrong Bank
PO Box 188
Muskogee OK 74402


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

Sincerely,

Armstrong Bank, an Oklahoma Banking Institution

By: _____
Bobby McAlpine, Market President

Board of County Commissioners of Pittsburg County, Oklahoma

By: 
Kevin Smith, County Commissioner
Printed Name



PURCHASER NAME AND ADDRESS (First Signer)			
NAME(First, Middle, Last) PITTSBURG COUNTY DIST 2			
STREET or RR 615 PITTSBURG RD			
CITY PITTSBURG	STATE OK	ZIP CODE 74560	COUNTY Pittsburg
PHONE NUMBER 918-432-5058	EMAIL ADDRESS		
REWARDS #			
PURCHASER NAME AND ADDRESS (Second Signer)			
NAME(First, Middle, Last)			
STREET or RR			
CITY	STATE	ZIP CODE	COUNTY
PHONE NUMBER	EMAIL ADDRESS		
REWARDS #			

DEALER NAME AND ADDRESS			
DEALER NAME Yellowhouse Machinery Co.		Dealer Account No. : 177489	
STREET or RR 6325 US Hwy 270			
CITY McAlester	STATE OK	ZIP CODE 74501	Phone Number 918-423-2555
Date Of Order: Jul 06, 2021			
Dealer Order No.:		TYPE OF SALE: <input type="checkbox"/> CASH <input checked="" type="checkbox"/> LEASE <input type="checkbox"/> TIME SALE	
PURCHASER TYPE: 4 Use County		MARKET USE CODE: 49 Highways & Streets	
Add Purchaser to Mailing List (Check One or More) <input type="checkbox"/> Construction <input type="checkbox"/> Utility <input type="checkbox"/> Forestry <input type="checkbox"/> Government			
PURCHASER IS: <input checked="" type="checkbox"/> Business <input type="checkbox"/> Individual		Purchaser Acct.:	
<input type="checkbox"/> SOCIAL SECURITY		<input type="checkbox"/> IRS TAX ID NO <input type="checkbox"/> EIN	
NO.:			

EXTENDED WARRANTY IS: <input checked="" type="checkbox"/> Accept <input type="checkbox"/> Decline	LOCATION OF FIRST WORKING USE : Use County PITTSBURG	Use State/Province OK	COUNTY CODE 121
Ultimate Uptime Package Purchase: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Premium (Initials)			
QTY	MIN	MAX	QTY
1	X		
EQUIPMENT (Model, Size, Description)		Hours of Use	Delivered Cash Price
JOHN DEERE 770G MOTOR GRADER Stock # 71875		1DW770GPCMF711748	\$ 276,879 26
+ John Deere Extended Warranty : 72MO/7000 HR COMP			\$ 0 00
(1) TOTAL CASH PRICE			\$ 276,879 26

QTY	TRADE-IN (Model, Size, Description)	Hours of Use	PIN or Serial Number	AMOUNT
	COMMENTS: MACHINE QUOTED USING SOURCEWELL GOVERNMENT PRICING.			
			(2) TOTAL TRADE-IN ALLOWANCE	\$ 0 00
			(3) TOTAL TRADE-IN PAY-OFF	\$ 0 00
			(4) BALANCE	\$ 276,879 26
			(5) SUBTOTAL	\$ 276,879 26
			(6) RENTAL APPLIED	\$ 0 00
			(7) CASH WITH ORDER	\$ 0 00
			(8) BALANCE DUE (5-(6 & 7))	\$ 276,879 26

ACKNOWLEDGMENTS: Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay the balance due (line 8) shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the equipment ordered herein. Despite delivery of the Product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. The Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order.

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/msprog/rdiesel/ordiesel.htm>.



**Customer Purchase Order for John Deere
Construction and Forestry Products - USA**

PO# 07827586
PO Revision# Original

Quote ID: 24008342

Customer Name: PITTSBURG COUNTY DIST 2

IMPORTANT WARRANTY NOTICE: The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided by the dealer. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product(s) (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

TERMS & CONDITIONS VERIFICATION STATEMENT: Use of John Deere Data Services, if applicable, and all rights and obligations of John Deere and the Purchaser (or "Customer" as identified in the applicable agreement), are governed by the terms and conditions outlined in the Warranty Statement and the applicable John Deere Construction & Forestry Company Subscriptions & Data Services Dealer Agreement and/or Customer Data Services agreements available at www.JohnDeere.com/Agreements. Purchaser agrees to be bound by these terms and conditions if Purchaser activates or otherwise uses any of the Data Services. If Purchaser does not agree to these terms and conditions, Purchaser must not activate or otherwise use the Data Services.

USE OF INFORMATION/PRIVACY NOTICE I understand that John Deere Construction & Forestry Company and its affiliates ("John Deere") and Dealer collect information, including my personal information and machine data to provide warranty, customer service, product and customer support, marketing and promotional information about Dealer, John Deere and their equipment, products and services and to support other business processes and purposes. See the John Deere Privacy Statement (<https://www.deere.com/en/privacy-and-data/privacy-statements/>) for additional information on the types of personal information and machine data John Deere collects, how it is collected, used and disclosed. See Dealer directly for information about its privacy policy.

Purchaser's signature below acknowledges the Purchaser has received a copy of the Standard Warranty, Version 7.0 (Initials) J.D. and understands its terms and conditions.

Purchaser (First Signer)	PITTSBURG COUNTY DIST 2	Signature		Date	
Purchaser (Second Signer)		Signature		Date	
Dealer Representative	Yellowhouse Machinery Co.	Signature		Date	
Salesperson	SARTIN, DANNY L	Signature		Date	

DELIVERY ACKNOWLEDGEMENT	Delivered with Operator's Manual On: <input type="checkbox"/>	Purchaser Signature
---------------------------------	---	---------------------



STANDARD WARRANTY FOR NEW JOHN DEERE CONSTRUCTION, UTILITY, CCE AND FORESTRY PRODUCTS – US & Canada

- **Construction, Forestry & Compact Construction Equipment (CCE) Products***: 12 months Full Machine Standard Warranty
- *** Compact Construction Equipment Products** Delivered and settled on or after 01 June 2018: 24 months or 2000 hours (whichever comes first) Full Machine Standard Warranty
- **C&E Series Pull-Type Scrapers**: 6 months Full Machine Standard Warranty
- **DC & DE Series Pull-Type Scrapers**: 12 months Full Machine Standard Warranty
- **Scraper Tractors**: 24 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Forestry Attachments**: 12 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Frontier Equipment**: 6 months Full Machine Standard Warranty (90 days in rental applications)

The "Standard Warranty" is part of the warranty protection package available from John Deere Construction & Forestry Company (John Deere Limited in Canada) ("John Deere") to purchasers of new John Deere products ("product"):

STANDARD Warranty is John Deere's standard new product warranty, described in this document, provided at no additional charge to the purchaser.

EXTENDED Warranty is a separate repair contract made available by John Deere for purchasers who wish to complement their Standard Warranty coverage. Complete Extended Warranty details, including coverage options and limitations, are set forth in the Application for Extended Warranty, which is available from authorized John Deere dealers.

STRUCTURAL Warranty applies to certain structural components as listed below and as described in this document.

FACTORY-INSTALLED UNDERCARRIAGE Warranty applies to certain undercarriage components as listed below and as described in this document.

A. STANDARD WARRANTY - GENERAL PROVISIONS

John Deere will repair or replace, at its option, any parts (except those specified below) of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship. Performance of this warranty will be free of charge for parts and labor/labour, except as otherwise stated below. Standard Warranty applies only to purchases from John Deere and authorized John Deere dealers and, except as otherwise provided in the next sentence and section L below, is extended only to the original retail purchaser of the product. Remaining Standard Warranty applicable to a used John Deere product is transferred to a subsequent purchaser of the product only if the subsequent purchaser requests a transfer from an authorized John Deere dealer before the product's Standard Warranty expires. Coverage begins on the date of delivery of the product to the original retail purchaser. For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. Warranty statements required by law covering engine emissions-related parts and components are found on a separate written warranty certificate provided to the purchaser at the time of the original retail purchase.

B. WHAT IS COVERED BY STANDARD WARRANTY -

All parts of a new John Deere product (except those noted in Sections D and E below) are covered during the Standard Warranty period set out above.

C. EXCLUSIVE REMEDY -

The repair or replacement of covered parts or components that are defective, as provided in Sections A, B, D.2 and D.3 herein, shall be the purchaser's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the purchaser's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes and insurance premiums, and less a reasonable allowance for use of the product prior to its return. In no event will the dealer, John Deere or any company affiliated with John Deere be liable for any incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss. Correction of defects in the manner provided above shall constitute fulfillment of all liabilities of the Dealer, John Deere, or any company affiliated with John Deere to the purchaser or any other

person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for personal injury.

D. ITEMS COVERED SEPARATELY -

1. Standard Warranty does not apply to batteries, radios, tires, cameras, or to Cummins, MTU or Detroit Diesel Engines installed in John Deere products, which are covered by separate written warranties.
2. Factory-Installed Undercarriage Warranty covers all non-rubberized factory-installed undercarriage wear components for 3 years or 4,000 hours from the date of delivery to the original retail purchaser, whichever occurs first (unless terminated earlier under Section F, below). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. In addition to the items listed in section E below, Factory-Installed Undercarriage Warranty does not cover: failures due to wear, machine application, maintenance practices, or improper machine configuration; removal and installation labor/labour; transportation or hauling costs; unapproved parts; non-wear items; and rubberized undercarriage components such as rubber tracks. Warranty claims will be pro-rated based upon wear of the failed component and whether track shoe width is approved by John Deere. Factory-Installed Undercarriage Warranty does not apply to Scraper Tractors.
3. StructurALL Warranty for new John Deere Products (except Compact Excavators & Loaders, Skid-Steer Loaders, Compact Track Loaders, Scraper Tractors, Pull-Type Scrapers, and Forestry Attachments, which are not eligible for StructurALL Warranty) begins at the date of delivery to the original retail purchaser and ends (unless terminated earlier under Section F, below) after three (3) years, or 10,000 hours (whichever occurs first). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. **StructurALL Warranty applies only to the following structural components listed below as installed on the product at the time of original manufacture.** If a particular component is not listed below it is not covered by StructurALL Warranty.

Arm; Articulation Joint (incl. pins & bushings); Bin Frame; Boom; Carbody; C-Frame*; Circle Frame; Coupler (John Deere built ONLY); Dipperstick; Draft Frame; Engine Frame; Equipment Frame; Grapple Arch and Grapple Boom; Loader Arm; Loader Frame; Mainframe; Moldboard Lift Arm; NeverGrease™ Pin Joints [Includes steering pin and bushing joints (standard equipment), roller elements (roller bearings) in bucket to boom joints and sliding elements (bushing) for boom and linkage joints (optional equipment)]; Rollover Protection Structure (ROPS); Side Frame; Swing Frame; Track Frame; Undercarriage Frame; X-Frame; Z-bar loader linkage (including bell crank and bucket driver link); Specialty booms and arms marketed as "heavy duty" by John Deere.

Items Covered by StructurALL for Cut-to-Length Forestry Machines: Front frame (welded assembly); Rear frame (welded assembly); Crane king post with basement; Middle joint frame; Cabin swing frame; Main Boom

StructurALL Warranty does not apply to:

1. Any product used primarily in extreme duty or severe duty applications such as but not limited to: demolition and wrecking, chemical plant (including fertilizer plants), salt mines, steel mill, land fill and transfer stations, scrap handling, scarifying and other applications that are similarly destructive or similarly heavy duty except specialty booms and arms as stated in Section D.3 above.
2. C-Frames on H-Series & J-Series Crawlers equipped with root rakes or used in forestry applications unless equipped with an "extreme duty" reinforcement package.
3. Cut-to-Length Forestry Heads and Slash Bundler Units.
4. Crawlers equipped with optional side booms.
5. Cut-to-Length Forestry, Excavator, and Log Loader swing bearings.
6. Motor Graders equipped with front- or rear-mounted snow wings.

E. ITEMS NOT COVERED -

John Deere is NOT responsible for the following:

1. Freight
2. Adjustments to compensate for wear, for periodic maintenance or adjustments that result from normal wear and tear.
3. Damage caused by unapproved adjustments (electronic or mechanical) to machine or machine components outside of published specifications including but not limited to engine, hydraulic components and relief valves.
4. Program updates, calibrations, and pressure adjustments.
5. Diagnostic Time
6. Additional Labor/Labour Time - Above SPG/Labor/Labour Rate
7. Additional Cleaning - Above SPG/Labor/Labour Rate
8. Rental Fees
9. Depreciation or damage caused by normal wear or application, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, negligence, collision or other accidents.
10. Premiums charged for Overtime Labor/Labour
11. Transportation to and from the dealership.
12. Travel time, mileage or service calls by the dealer.
13. Non-John Deere components or modifications, Rotobec grapples, and attachments installed aftermarket.
14. Shop supplies and maintenance items such as, but not limited to: filters, fuels, oil, hydraulic fluid, lubricants, coolants, conditioners, shop towels, cleaners and degreasers. Note: Reimbursement for refills of oils/coolants lost due to a warrantable failure is covered when a system failure occurs outside the boundaries of a normal oil change (within 25% of specified change interval as provided in the Operator's Manual).
15. Torn, cut, or worn hoses.
16. Wear items, such as, but not limited to: body liner, belts, blades, bulbs, lubricated joints (including pins and bushings), dry brakes, brake linings, dry clutch linings, saw blades, chains, skidder grapple shocks, color marking nozzles, and articulation bumpers.
17. Items such as cutting-edge parts, delimiting knives, bucket teeth and rubber track are not warranted for depreciation or damage caused by normal wear, lack of proper maintenance, misuse, failure to follow operating instructions, the elements or accident.
18. Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
19. Secondary damage which occurs from continued operation of a product after recognition of the occurrence of a failure.
20. Parts supplied or modifications done by third party suppliers.
21. Topping off fluids when fluid levels fall in the range between low and full
22. Parts/Kits not ordered on machine and installed aftermarket. These parts will be covered by any applicable parts warranty.
23. Attachments installed aftermarket – i.e. Winch not installed at factory.
24. Custom options installed outside the factory – i.e. G.R. Manufacturing option packages.
25. Used Products (except as otherwise provided in section L below).

F. TERMINATION OF WARRANTY-

John Deere is relieved of its obligations under Standard Warranty, StructurALL Warranty, Factory-Installed Undercarriage Warranty and/or Extended Warranty if:

1. Service (other than normal maintenance and replacement of service items) is performed by someone other than an authorized John Deere dealer; or
2. The product is modified or altered in ways not approved by John Deere; or
3. Any unapproved or improperly sized attachment is installed on the product. Approval and attachment size shall be at John Deere's sole discretion. (Consult dealer prior to installing attachments or product modification).
4. The product is moved outside the US and/or Canada.

G. PARTS REPLACED UNDER WARRANTY -

Only new or remanufactured parts or components furnished or approved by John Deere, will be used if John Deere elects to repair the product. If any such part or component is defective in material or workmanship when installed in the product, John Deere will repair or replace, as it elects, such defective part or component, provided the defect is

reported to an authorized John Deere dealer within 90 days of installation or before expiration of the applicable Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty whichever is later.

H. TELEMATICS

NOTICE: Products may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere/ Dealer. Purchaser may deactivate Telematics at www.jdlink.com.

Notwithstanding Purchaser's right, title or interest in the Products, Purchaser agrees that John Deere and Dealer (their affiliates, successors and assigns), without further notice to Purchaser have the right to:

1. Access, use, collect and disclose any data generated by, collected by, or stored in, Products or any hardware or devices interfacing with Products ("Machine Data");
2. Access Machine Data directly through data reporting devices integrated within, or attached to, Products, including Telematics ("Data Reporting Systems"); and
3. Update the Data Reporting Systems software from time to time. Machine Data will only be used in accordance with John Deere's Machine Data Policy, located at www.JohnDeere.com/MachineDataPolicy.

I. OBTAINING WARRANTY SERVICE -

To obtain warranty service, the purchaser must request warranty service from a John Deere dealer authorized to sell the product to be serviced. When making such a request, the purchaser must present evidence of the product's delivery date, make the product available at the dealer's place of business, and inform the dealer in what way the purchaser believes the product to be defective. Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty repairs may be made in the field if the purchaser and servicing dealer so desire. However, John Deere will not be responsible for any charges (such as dealer travel time, mileage or extra labor/labour) that would not have been incurred had the product been repaired at the dealer's place of business.

J. NO IMPLIED WARRANTY, CONDITIONS OR OTHER REPRESENTATION -

Where permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises, express or implied, as to the quality, performance, or freedom from defect of its products, other than those set forth in this document and **NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.**

K. NO DEALER WARRANTY -

The selling dealer makes no warranty of its own on any item covered by this warranty, and makes no warranty on other items unless the dealer delivers to the purchaser a separate written warranty certificate specifically warranting the item. **The dealer has no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of this warranty in any way.**

L. USED JOHN DEERE PRODUCTS ONLY -

John Deere will transfer remaining Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty to the purchaser of a used John Deere construction and/or forestry product that has been used for less than the full warranty period provided at the product's original retail purchase. This transfer is not effective until change of ownership is registered by a John Deere dealer. **ALL THE TERMS, INCLUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY, FACTORY-INSTALLED UNDERCARRIAGE WARRANTY, AND/OR STRUCTURALL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.**

REPURCHASE AGREEMENT

CUSTOMER:
PITTSBURG CO DIST 2
615 PITTSBURG RD
PITTSBURG OK 74723


DEALER:
Yellowhouse Machinery Co.
6325 HWY 270
MCALESTER OK 74501

MAKE/MODEL: 2021 JOHN DEERE 770GP MOTOR GRADER
S/N: 1DW770GPCMF711748 **HOURS AT DELIVERY: 5** **DELIVERY DATE: 07-06-2021**
INITIAL PURCHASE PRICE: \$276,879.26
REPURCHASE OPTION PRICE: 5 YEAR, 6,000 HOURS, \$144,740.00 Expiration Date: UPON THE 60TH MONTH
LEASE PURCHASE PAYMENT TERMINATION

Re: Sourcewell 770GP Motor Grader)

Provisions for Buyback or Lease Return on above contract beginning on JULY, 06th, 2021 for New Motor Grader

- 1.) Customer (PITTSBURG, County) will.
 - a.) Maintain Machine as Directed by operators manual.
 - b.) Be responsible for-
 - 1.) Rubber (Wipers, Engine-belts, Hydraulic Hoses).
 - 2.) Ground Engaging Tools (Cutting Edges, Teeth).
 - 3.) Glass, Lights, Bulbs, Batteries, Mirrors, & Fuses.
 - 4.) **Must Use John Deere Filters, Parts, & Recommended Oil.**
 - 5.) Must keep complete service Records.
 - c.) Be Limited to 6,0000 hours of usage.
 - d.) Return machine with lights, glass & mirrors intact working & unbroken
 - e.) Return machine with no sheet metal damage, broken, or Missing bolts.
 - f.) Return machine with new ground engaging tools (Cutting Edges, Teeth).
 - g.) Return machine with new tires of the same brand, tread design, ply rating, and/or style as originally equipped.
 - h.) The Machine will be covered with all risk insurance coverage and will name the dealer and assignee as loss payee. Vendor and assignee will retain a copy of the insurance endorsement.
 - i.) The County will also be responsible for any repairs due to abuse, accident, neglect or acts of GOD.
- 2.) Dealer agrees to accept return from Customer, upon Customer's written request by certified mail no later than 30 days prior to the expiration of this Agreement, the equipment identified above, at hours use indicated above (excluding hours at delivery) or the Expiration Date shown above, whichever occurs first, provided Customer has fulfilled all of the obligations set forth herein, and provided the equipment is delivered to Dealer free and clear of any lien, security interest, or other interest or claim of any third party.
- 3.) If Customer requests return within the time provided above and has fulfilled all obligations set forth above, Dealer will perform a final inspection of the equipment and furnish to Customer a report of its findings. Customer agrees to repair or have repaired any deficiencies identified in the report, at Customer's expense, except to the extent they are covered by warranty.
- 4.) If any of the provisions listed above are not fully met, the Repurchase option is null and void, leaving dealer released of all obligations to repurchase machine. Dealer also is relieved of its obligations hereunder if the equipment is altered or modified in ways not approved by the manufacturer, or if its hour meter is rendered inoperative or otherwise tampered with.
- 5.) These provisions shall become a binding part of the bid, if we are awarded the contract. Please sign below for acceptance.
- 6.) Customer may not assign its rights under this Agreement.

 SIGNED: Ron Selman
Customer: PITTSBURG County

Title: _____

Date: _____

Dealer: Yellowhouse Machinery Co.
Title: Territory Manager

Date: _____

KellPro Software and Service Agreement

Please retain for your records.

The following agreement is intended to guide the relationship between KellPro, Inc. and Pittsburg County Commissioner, our Customer. Our goal is to provide high quality products and services that meet your business needs in return for fair compensation for our intellectual property, service and time. KellPro licenses you, our Customer, to use our software and services as described herein from 07/01/2021 until 06/30/2022 on the number of workstations shown below in exchange for the total amount shown below. Payment for products and services constitutes acceptance of this agreement.

Qty	Product Description or Service	
3.00	Complete Online Care by KellPro	
1.00	Keli Inventory Tracking Site	
3.00	Keli Inventory Tracking User	
3.00	Keli KIT Multi-Context User	
1.00	Keli Purchasing/Payroll User	
1.00	New County Website Hosting	
1.00	Rackspace Hosted Email Account	
KellPro Licensing:		\$ 7,677.00

Software

The customer is licensed to use the KellPro software listed during the period of time listed for the license fee listed in the paragraph above. Using our software without a license is prohibited. Making copies of our software or taking actions to distribute, disseminate, loan, or translate KellPro software is also prohibited. This license belongs only to the agency or business listed above. KellPro does not warrant that the operation of our software will be uninterrupted or error free but will use every reasonable effort to provide support when there is an issue related to our software.

Licensing Fees

The licensing fee is assessed annually based on the fiscal accounting period for each customer. The fee covers the cost of supporting the software; in general providing toll free telephone support, providing bug fixes for the software, periodic customer care visits and nominal support time to identify non-KellPro related issues. Software licensing rates will not change during a licensing period.

Support

Unlimited toll free telephone support is provided for licensed customers. Support staff are available from 8:00 A.M. to 5:00 P.M. CST, Monday through Friday (with the exception of Federal holidays observed in our area). After hours support is also available at our customary hourly rates. Support will be provided over the telephone or Internet, therefore all customers are expected to have a working telephone and Internet connection. At the customer's request, KellPro will schedule on-site visits. Support issues due to factors outside of the scope of the KellPro software, such as hardware failure, may result in additional fees if the duration of the support incident exceeds a reasonable amount of time. Any additional fees that may apply for visits or non-KellPro software issues will be negotiated with the customer in advance.

Training and Documentation

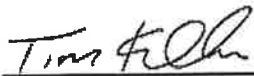
Training is initially provided as part of a new installation. KellPro staff also typically schedules a visit to customer sites one or two times per year at no additional charge to the customer. These visits will provide informal training, on-site support issue resolution and any other activity related to the KellPro software that may be requested by the customer. Written documentation (in electronic format) for the software will be provided during the initial training and is always available on request from KellPro support staff. Individualized on-site training may be requested by the customer at any time and is available at our standard rates.

Ownership of Data

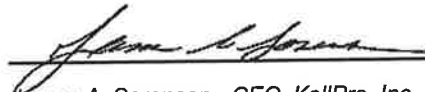
Data entered into KellPro software is the property of the customer. The data is stored in an industry standard format and may be extracted at will by the customer. The data is secured with user accounts and passwords to protect the integrity of the customer's data. These security credentials (database user accounts, passwords, etc.) are generally provided at installation time and may be requested at any time from KellPro support. A data set may be used by KellPro for troubleshooting or testing purposes.

Environment

KellPro can only be responsible for KellPro software. Specific computer and network environment factors are required for KellPro software to function correctly. The correct software environment is configured when the software is installed initially. If the computer or network environment changes due to factors outside of the KellPro software, and the KellPro software is adversely affected, KellPro support staff will assist the customer in determining that such a change or failure has occurred. If such incidents are minor and infrequent, there is normally not a charge. If the support incident becomes prolonged (normally more than 20 minutes) and appears to have causes outside of the KellPro software, the customer will be apprised of the possibility that the incident may become a billable event and the customer will be given opportunity to approve/disapprove the charges for continuation of the support incident.



Tim Keller - President, KellPro, Inc.
Date: 06/29/2021



James A. Sorensen - CEO, KellPro, Inc.
Date: 06/29/2021



Software & Technology
101 S 15th Street
Duncan, OK 73533
www.kellpro.com

Invoice #: 00214524.1
PO #:
Terms: Net 30
Invoice Date: 07/01/2021
Due Date: 07/31/2021
Questions? Please call 5802555553, opt 3

BILL TO:

Pittsburg County Commissioner
115 E. Carl Albert Pkwy., Rm. 100
MCALESTER, OK 74501

Description	Qty	Price	Total
Hardware Licensing			
Complete Online Care by KellPro	3.00	\$ 129.00	\$ 387.00
Rackspace Hosted Email Account	1.00	\$ 40.00	\$ 40.00
Hardware Licensing Total:			\$ 427.00
Software			
Keli Inventory Tracking Site	1.00	\$ 1,500.00	\$ 1,500.00
Keli Inventory Tracking User	3.00	\$ 500.00	\$ 1,500.00
Keli KIT Multi-Context User	3.00	\$ 250.00	\$ 750.00
Keli Purchasing/Payroll User	1.00	\$ 500.00	\$ 500.00
New County Website Hosting	1.00	\$ 3,000.00	\$ 3,000.00
Software Total:			\$ 7,250.00
Grand Total:			\$ 7,677.00

Thank you for choosing KellPro!

INTER-LOCAL AGREEMENT
BY AND BETWEEN
PITTSBURG COUNTY DISTRICT 2 & Ruth Deskin

Pittsburg County District #2 wishes to enter into an inter-local agreement with Ruth C. Deskin.

Ruth Deskin agrees to allow Pittsburg County #2 access to his/her property for the purpose of drainage water off property and keep water from washing out county right-of-way

In return, Pittsburg County District #2 agrees to repair any damages caused by Pittsburg County District #2 will on Mr./Mrs. Deskin property.

This agreement can be terminated at any time by either party with written notice.

Approved this 6th day of July, 2021

DISTRICT #2 REPRESENTATIVE

Ruth C. Deskin

LANDOWNER

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN

Ron Stinson

VICE-CHAIRMAN

[Signature]

MEMBER

[Signature]

COUNTY CLERK

Hope Trammell



INTER-LOCAL AGREEMENT
BY AND BETWEEN
PITTSBURG COUNTY DISTRICT 2 & Janet Patrick

Pittsburg County District #2 wishes to enter into an inter-local agreement with Janet Patrick.

Janet Patrick agrees to allow Pittsburg County #2 access to his/her property for the purpose of draining water off property and keep water from washing out County right-of-way.

In return, Pittsburg County District #2 agrees to repair any damages caused by Pittsburg County District #2 will on Mr./Mrs. Patrick property.

This agreement can be terminated at any time by either party with written notice.

Approved this 6th day of July, 2021

DISTRICT #2 REPRESENTATIVE

Janet Patrick

LANDOWNER

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN

Ron Almon

VICE-CHAIRMAN

J. S. R.

MEMBER

Ch. B.

COUNTY CLERK

JoPe Trammell



22-001

RESOLUTION

County Road Machinery and Equipment Revolving Fund

Lease Renewal

WHEREAS, the board of Pittsburg County Commissioners has entered into Lease-Purchase Agreement(s) with the Oklahoma Department of Transportation for certain road construction machinery and equipment, and

WHEREAS, the expiration date of the following Lease-Purchase Agreement(s) is June 30, 2021, unless it is extended in the manner provided in said Lease-Purchase Agreement(s), and

WHEREAS, it is the desire of the Board of County Commissioners of Pittsburg County to renew, extend and revitalize the Lease-Purchase Agreement(s) for the following described road construction machinery or equipment:


Agreement 612043 / 99-2573
Agreement 611045 / 99-2572
Agreement 611046 / 99-2635
Agreement 613044 / 99-2574
Agreement 613040 / 99-2474
Agreement 613041 / 99-2473
Agreement 612347 / 99-2636

THEREFORE, be it resolved that the aforesaid Lease-Purchase Agreement(s) be, and are hereby renewed for the period of one year commencing on July 01, 2021, and ending on June 30, 2022, the rentals paid shall equal, but not exceed the purchase price of the equipment.

For the Lessee, Board of County Commissions of Pittsburg County, Oklahoma.



Commissioner, District 1



Commissioner, District 2

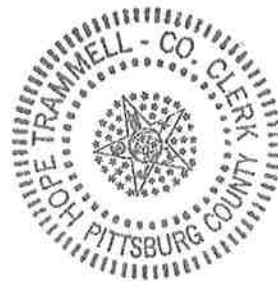


Commissioner, District 3

ATTEST:



County Clerk





June 24, 2021

Board of County Commissioners
Pittsburg County Courthouse
115 E. Carl Albert Parkway
McAlester, OK 74501

Re: INSURANCE VERIFICATION FY-2022

Dear Commissioners:


As per 69 O.S. 1991, Section 636.5, paragraph D: All risk physical damage insurance shall be carried on all equipment and road machinery purchased through the County Road Machinery and Equipment Revolving Fund.

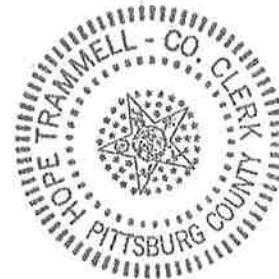
Please review the list of equipment detailed on the enclosed lease renewal form and verify that the required insurance coverage is in place by signing this letter and returning it to this office.

Due to ongoing teleworking, please email your completed documents to me.


 Date 7/6/2021
Commissioner, District #1

 Date 7/6/2021
Commissioner, District #2

 Date 7/6/2021
Commissioner, District #3



ATTEST:

 DATE 7/6/2021
County Clerk (Seal)

Thank you and do not hesitate to let me know if you have any questions or need additional information. We're happy to help in any way we can.

Sincerely,

Betty Freeman
County Equipment Lease Program Administrator
405-521-2329
bfreeman@odot.org

"The mission of the Oklahoma Department of Transportation is to provide a safe, economical, and effective transportation network for the people, commerce and communities of Oklahoma."

RESOLUTION
NO. 22- 002

The Board of County Commissioners, Pittsburg County, Met in regular session on Tuesday, July 6, 2021.

WHEREAS, The Pittsburg County Clerk issued the following Warrants for Fiscal Year 2019-2020

Animal Shelter

Warrant 68 to Mark Ferrell DVM PC dated June 1, 2020 in the amount of \$800.00.

Drug Court

Warrant 191 to Charles R. Rumble dated May 12, 2020 in the amount of \$262.88.

District Forfeiture

Warrant 58 to A One Inc dated June 8, 2020 in the amount of \$250.00.

General

Warrant 4078 to Alice R. Jones dated June 22, 2020 in the amount of \$34.50.

Warrant 4375 to Fleet Safety dated August 31, 2020 in the amount of \$822.12.

Highway Cash

Warrant 1477 to Donald Wade Mathis dated December 16, 2019 in the amount of \$22.43.

Warrant 1484 to Robert L. Nobles dated December 23, 2019 in the amount of \$21.74.

Highway Sales Tax

Warrant 653 to Southeast Automotive dated September 30, 2019 in the amount of \$498.75.

WHEREAS, the Warrants have never been presented for payment and the Warrants have lapsed per statute. The Pittsburg County Clerk's Office requests that the Board of County Commissioners cancel the above listed warrants.

THEREFORE BE IT RESOLVED, Pittsburg County Commissioners do hereby cancel the above listed warrants and transfer the outstanding balances to fiscal year 2020-2021.

ATTEST:


CHAIRMAN


MEMBER


MEMBER


COUNTY CLERK



RESOLUTION
NO. 22-003

The Board of County Commissioners, Pittsburg County, Met in regular session on Tuesday, July 6, 2021.

WHEREAS, The Choctaw Nation of Oklahoma has presented Pittsburg County with a donation in the amount of \$72,450.00.

WHEREAS, the Pittsburg County Clerk is hereby requested to place this donation in the Choctaw Nation Lakeview Road Donation Account (1235-6-4300-4157).

Whereas, the Board of County Commissioners, Pittsburg County, do hereby accept this donation for the District #3 Lakeview Road project for the use of the funds and any other that may be forthcoming.

THEREFORE BE IT RESOLVED, that the Board of County Commissioners, Pittsburg County, do hereby accept the donation from the Choctaw Nation of Oklahoma in the amount of \$72,450.000 to be deposited in the Choctaw Nation Lakeview Road Donation Account (1235-6-4300-4157).

ATTEST:




CHAIRMAN


VICE-CHAIRMAN


MEMBER


COUNTY CLERK

Vendor #	Vendor Name	Check #	Check Date	Check Amt
8701	PITTSBURG COUNTY	4100057093	06/24/2021	\$\$\$72,450.00

Stub 1 of 1 CHOCTAW NATION OF OKLAHOMA

Invoice No	Invoice Date	Description	Gross	Discount	Net
AB87011060221	06/02/2021	PAY APPLICATION # 1 FOR MAY 31, 2021	72,450.00	.00	72,450.00

THIS CHECK IS VOID WITHOUT A GREEN & BLUE BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

FIRST UNITED BANK
DURANT, OK 74701
86-88/0881

no. 4100057093



CHOCTAW NATION OF OKLAHOMA
P.O. BOX 1550
DURANT, OK 74702
A/P Dept. (580) 924-8280 Ext: 2358/2359

DATE: 06/24/2021
PAY EXACTLY: \$\$\$72,450.00
VOID AFTER 90 DAYS

PAY SEVENTY-TWO THOUSAND FOUR HUNDRED FIFTY DOLLARS AND ZERO CENTS*****

TWO SIGNATURES REQUIRED

TO THE ORDER OF
PITTSBURG COUNTY
115 E CARL ALBERT ROOM 102
DONNA SCRIVNER
MCALESTER OK 74501

Jay Bottom
(Signature)

Jennifer Lenox-Hackler, County Treasurer

Deputies
Cindy Cook
Susan Patterson
Brooke Oliver
Cassandra Mathis

Pittsburg County
Courthouse
115 E Carl Albert Pkwy Rm 102
McAlester, Oklahoma 74501
(918) 423-6895

Deputies
Sandy Hartsfield
Tammy Roberts
Blanca Garner

RESOLUTION

22-004

Whereas, the Board of County Commissioners, Pittsburg County, Oklahoma met in regular session this 6th day of ~~June~~, 2021.
July

We hereby request the Pittsburg County Treasurer, Jennifer Lenox-Hackler, to invest funds or account balances under our control for American Rescue Plan Act Fund, a.k.a. ARPA at the best rate possible based on her discretion. Also, as monies are invested and have to be apportioned, this can be prorated by the above said County Treasurer.

Thank you,



Jennifer Lenox-Hackler, Treasurer

Board of County Commissioners
Pittsburg County, Oklahoma



Chairman



Member

Attest



County Clerk



Member

RESOLUTION

22-005

The Board of County Commissioners, Pittsburg County, Met in regular session Tuesday, July 6, 2021

WHEREAS, District 3 wishes to cancel the following Purchase Order

10357 to DOLESE dated June 21, 2021 in the amount of \$7440.00 for 800 Ton of 1 ½" Crusher run

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 10357 in the amount of \$7,440.00 for Fiscal Year 2020-2021

Board of County Commissioners
Pittsburg County, Oklahoma

ATTEST:

CHAIRMAN



VICE CHAIRMAN



MEMBER



COUNTY CLERK



RESOLUTION

22-006

The Board of County Commissioners, Pittsburg County, Met in regular session Tuesday July 6, 2021.

WHEREAS, District 1 wishes to cancel the following Purchase Orders

9764 to P & K Equipment dated June 1, 2021 in the amount of \$500.00 for blanket miscellaneous parts

9942 to O Reilly Auto Parts dated June 7, 2021 in the amount of \$500.00 for blanket parts and shop supplies

1271 to Fastenal dated August 6, 2021 in the amount of \$100.70 for assorted nuts and bolts

7212 to Airgas dated March 4, 2021 in the amount of \$201.87 for welding rods and a hazmat charge

10709 to RAM, INC dated June 30, 2021 in the amount of \$2,699.62 for un-dyed low sulfur diesel

WHEREAS, the purchase orders were never used and the purchase orders should be cancelled.

THEREFORE, BE IT KNOWN, the Board of County Commissioners, Pittsburg County, do hereby cancel purchase order 9764 in the amount of \$500.00, 9942 in the amount of \$500.00, 1271 in the amount of \$100.70, 7212 in the amount of \$201.87 and 10709 in the amount of \$2699.62 for the fiscal year 2020-2021

ATTEST:



Board of County Commissioners
Pittsburg County, Oklahoma

CHAIRMAN

VICE CHAIRMAN

MEMBER

COUNTY CLERK