

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

FILED

DATE: AUGUST 2, 2021

TIME: 9:00 A.M.

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

JUL 30 2021

TIME 8:26
HOPE TRAMMELL COUNTY CLERK
PITTSBURG COUNTY

BY _____ DEPUTY

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 July 26, 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
None.
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 Memorandum of Understanding between the Choctaw Nation of Oklahoma, Board of County Commissioners and the Pittsburg County Sheriff for the purpose of housing and caring for detainees of the Choctaw Nation of Oklahoma

9. AGENDA ITEMS

- A. Approve/Disapprove subdivision plat for Paradise Valley subdivision, embraced in Section 23, Township 03 North, Range 14 East - District 2
- B. Verbally Approve/Disapprove Renewal Maintenance Contract Proposal between County Clerk and Miller Office Equipment
- C. Approve/Disapprove Agreement for Copy Paper between County Clerk and Pioneer Abstract Company of McAlester
- D. Approve/Disapprove Pay Application No. 3 for the Lakeview Road project, in the amount of \$410,659.92 - District 3
- E. Approve/Disapprove Lease Documents for One (1), 2011 Used Pumper for Canadian VFD
- F. Discussion and Possible Action on awarding quote for the rewiring of communication network and the replacement of controllers, as necessary, for the Prolon Automation System of the Pittsburg County Courthouse HVAC system.

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.

11. ROAD CROSSING PERMIT

None.


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

None.

13. 10:00 A.M. - PUBLIC HEARINGS

None.

14. RECESS OR ADJOURNMENT


Clerk

Ram, Inc. submits the following fuel bids for the week: August 2nd, 2021.

UI	GIFAR	DYED	IP
2.7350	2.5100	2.5100	1.9900

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

Thank You,

Twilah Monroe

FILED

AUG 02 2021

TIME 8:05 AM
HOPE TRAMMELL COUNTY CLERK
PITTSBURG COUNTY

BY km DEPUTY

407 E. Main
Antlers, OK 74523
(800) 522-3889 Phone
(580) 298-3335 Fax

"Serving Our Customers Since 1975"



600 N. Broadway Ave
Ada, OK 74820
(580) 332-6300 Phone
(580) 332-0107 Fax

Remit To: 900 E. Wyandotte Ave
McAlester, OK 74501
(888) 332-3431 Phone
(918) 426-3626 Fax

Pittsburg County Clerk
PO Box 3304
McAlester, OK 74502

Pittsburg County Clerk
115 E Carl Albert Pkwy Room #10.
McAlester, OK 74501

Renewal Maintenance Contract Proposal
Contract # MCA60511-09
Renewal Date Range 9/24/2021 - 9/23/2022

7/22/2021

Dear Valued Customer:

The maintenance contract for your office equipment(s) is/are scheduled for renewal. Please review the attached Renewal Maintenance Contract Proposal, fill in all blanks in the spaces below, and initial the reverse side of this agreement. If your contract needs have changed or you have any questions or concerns, please contact our Contract Department so that we may address them and better serve you. An unreturned Renewal Maintenance Contract Proposal will constitute agreement on your part.

Your Contract Renewal Rate will be \$1,378.77 billing Annual
Maint-Supply Incl Excl Paper/Networking

Equipment covered under this contract agreement include:

C6037	IMR-3235	DFW08895		
Meter	Meter Group	Meter Group Covered Copies	Overage Rate	Overage Cycle
B\W	BLACK AND WHITE	40,000.00	0.02	Annual
C6454	IMR-1025IF	DRL42285		
Meter	Meter Group	Meter Group Covered Copies	Overage Rate	Overage Cycle
B\W	BLACK AND WHITE	40,000.00	0.02	Annual

Miller Office Equipment thanks you for the opportunity to provide service for all of your office needs.

This is not a bill
Please Sign and Return.
Invoice to follow.

Sincerely,

Paige Mouser
Contract Administrator

Phone

Contract# MCA60511-09

Printed Name: Hope Trammell

Signature: Hope Trammell

Title: County Clerk

Date: _____

New Purchase Order# _____

* This agreement includes and is subject to the terms and conditions on the reverse side of this document.

Miller Office Equipment MAINTENANCE AGREEMENT

This Maintenance Agreement shall become effective upon its acceptance by MOE Systems, LLC(hereinafter referred to as Miller) on the date indicated on the face hereof.

1. Maintenance Agreement base rate charges, if applicable, are payable in advance. The payment due date for a coverage period is the first day of the coverage period specified on the face hereof. Anything herein contained to the contrary notwithstanding, Miller shall have no obligation to provide any of the services called for hereunder to customer unless customer is current in all payments made to Miller on all billings on any equipment provided by or serviced by Miller or its affiliates or subsidiaries, including but not limited to service, supply, maintenance and maintenance related billings, and equipment lease billings. Miller may charge interest at the rate of one and one-half percent (1.5%) per month on all payments overdue, and in the event of failure of payment, to pursue any available remedies at law or inequity for breach of this Agreement. In the event collection of any amount due hereunder is turned over to an attorney, buyer agrees to be responsible for all fees and expenses incurred in said effort.
2. Miller shall provide inspections as required, which may be made in conjunction with regular or emergency service calls. Inspections, as well as all service calls, shall be made during normal business hours.
3. During the terms of the Agreement, Miller will provide, depending on contract type chosen, parts which have been broken or worn through normal use, labor which is necessary for servicing and maintenance adjustments, and equipment supplies (not including paper), with no charge. This agreement shall not apply to network connectivity as it is not provided under our maintenance agreements, but rather as separate chargeable service provided at Miller's established rates.
4. All service calls under this Agreement will be made by Miller during normal business hours on the equipment described on the face hereof. Should the equipment be moved to an alternate location, there will be an adjustment to the normal maintenance base and/or copy rate as set forth by Miller. The move of equipment is not included in maintenance agreement and will be done by Miller at a rate determined by Miller based on distance from Miller's service office to new customer location via most convenient route determined by Miller. If service at a time other than during Miller's normal business hours is furnished upon customer's request, it will not be included in customer maintenance agreement and customer will be charged at Miller's established rates for labor and travel then in effect.
5. This Agreement shall not apply to service or repairs made necessary by accident, misuse, abuse, neglect, theft, riot, vandalism, lightening, electrical power failure, fire, water, or other casualty, or to repairs made necessary as a result of either service by personnel other than Miller personnel or repeated use of supplies other than supplies meeting Miller's published supply specifications for the equipment. Separate charges for repairs or replacements due to the foregoing shall be borne by the customer, at Miller's established rate for parts and labor from time to time in effect.
6. This Agreement covers only the equipment described on the face hereof and does not include any accessories listed thereon.
7. This Agreement may not be assigned by the customer.
8. This Agreement does not include applicable taxes. All taxes levied or imposed, now or hereafter, by any Governmental authority shall be paid by the customer in accordance with law.
9. Standard Freight and Fuel Surcharge items are included in established Miller's maintenance price rates for contracts types that include parts and supplies. Any contracts excluding parts and/or supplies will be subject to Freight and Fuel Surcharge charges being added to supply order and service call invoices. Rush orders are not considered standard and will result in an extra fee.
10. This Agreement (consisting of the face and reverse side of this page) supersedes any and all prior oral or written maintenance agreements between the parties, and constitutes the entire agreement between the customer and Miller with respect to the service to be provided hereunder.
11. If, during the term of this Agreement or any subsequent terms, Miller is unable to obtain parts for the equipment covered under this Agreement, Miller may, at its sole discretion, terminate this Agreement and refund to the customer the prorated unused portion.
12. This Agreement shall remain in full force and effect for the coverage period noted on the face hereof. Customer's obligation to pay all charges which have accrued shall survive any termination of this Agreement. Pricing is for the first year only unless otherwise stated on the face of this Agreement contract. Changes to this contract may only be made with the consent of the customer and Miller. At the expiration of the original or any renewal term, this Agreement, with all of its terms, covenants and conditions, including this paragraph, shall be deemed to have been automatically renewed for a term of twelve (12) months and at a rate established by Miller, unless either party has given thirty(30) days prior written notice to the other of its intention to terminate this agreement as of the end of such term.

(Initial) _____

AGREEMENT FOR COPYING PAPER

This Agreement made and entered into this 23rd day of July, 2021 by and between Hope Trammell, Pittsburg County Clerk, representing the County of Pittsburg, McAlester, Oklahoma, (hereinafter referred to as "Pittsburg County Clerk") and Sharon Gotcher, representing Pioneer Abstract Company of McAlester, Oklahoma, (hereinafter referred to as "Pioneer Abstract").

Witnesseth:

Now, therefore, in consideration of the covenants and agreements hereinafter set forth, it is mutually agreed between the parties hereto, as follows:

1. The Pittsburg County Clerk agrees to purchase and provide copy paper which complies with the following specifications:

TYPE: Premium Quality Copy Paper for High Speed Xerographic Copiers and Off-set Duplicators.

SIZE: 8.5" X 14" (Legal Size)

WEIGHT: 20# Basis Weight

COLOR: White

For use in the copying of land records in the Pittsburg County Clerk's Office, First Floor Pittsburg County Courthouse, McAlester, Oklahoma.

2. Pioneer Abstract agrees to purchase and provide copy paper which complies with the following specifications:

TYPE: Premium Quality Copy Paper for High Speed Xerographic Copiers and Off-set Duplicators.

SIZE: 8.5" X 14" (Legal Size)

WEIGHT: 20# Basis Weight

COLOR: White

For use in the copying of land records in the Pittsburg County Clerk's Office, First Floor Pittsburg County Courthouse, McAlester, Oklahoma.

3. The Pittsburg County Clerk and Pioneer Abstract agree to alternate the obligation for the purchasing and providing of said copy paper for the Office of the County Clerk of Pittsburg County, Oklahoma on a supply-need basis. Said obligation is to alternate for the term of the agreement.

4. The Pittsburg County Clerk and Pioneer Abstract agree that the Pittsburg County Clerk will purchase the initial 23 reams of copying paper and when the supply of said copying paper is nearly diminished, the Pittsburg County Clerk will notify Pioneer Abstract in writing that a new quantity of copy paper is needed. Pioneer Abstract will then purchase and provide the next 23 reams of copying paper.

This agreement shall commence as the date hereof and shall continue in full force and effect until June 30, 2022, or until terminated by mutual agreement of the parties by giving ten (10) days written notice.

Any notice, demand, offer, or other written instrument required or permitted to be given, made, sent hereunder shall be in writing, signed by the party giving of making the same, and shall be sent certified mail to all parties hereto at their respective addresses hereafter set forth.

This agreement shall be binding upon the assigns and administrators of the respective parties.

In witness whereof, the parties hereto have hereunto set their hands the day and year first above written.



Hope Trammell
Pittsburg County Clerk
115 East Carl Albert Parkway
Room 103
McAlester, Oklahoma 74501

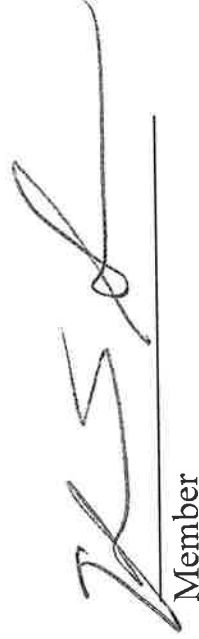


Barbara Abstract
101 East Carl Albert Parkway
McAlester, Oklahoma 74501

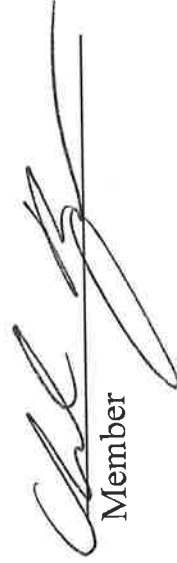
APPROVED:



Chairman

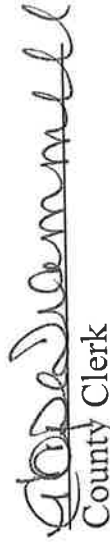


Member



Member

ATTEST:



County Clerk



MODIFIED G702 - APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: **Pittsburg County Oklahoma**
 115 E Carl Albert Parkway RM 100
 McAlester, OK 74501

PROJECT: **Lakeview Road East**
 Pittsburg County, OK

VIA ENGINEER: **EST, INC.**
 709 SE C Street
 Antlers, OK. 74523

FROM CONTRACTOR:
Built Right Construction
 9662 US Hwy 69, Box 366
 Savanna, Ok 74565

CONTRACT FOR: **Lakeview Road East**

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet, Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$648,658.50
2. Net change by Change Orders (from below) \$28,560.20
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$677,218.70
4. TOTAL COMPLETED & STORED TO DATE (Column I on G703) \$575,776.20
5. LESS OWNER DIRECT PAY ITEMS (Columns F+G+H on G703) \$0.00
6. TOTAL CONTRACTOR COMPLETED & STORED TO DATE (Columns D + E on G703) \$575,776.20
7. RETAINAGE \$0.00
 - a. 10% of Completed Work (Column D + E on G703) \$0.00
8. TOTAL Retainage (Line 7a or Total in Column L of G703) \$0.00
9. TOTAL EARNED LESS RETAINAGE (Line 6 Less Line 7 Total) \$575,776.20
9. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 8 from prior Certificate) 180,116.28
10. CURRENT PAYMENT DUE 395,659.92
11. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 5 less Line 8) 101,442.50

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		\$0.00
Total approved this Month	\$28,560.20	\$0.00
TOTALS	\$28,560.20	\$0.00
NET CHANGES by Change Order		\$28,560.20

Project Manager _____ Date _____

Senior Director of Construction _____ Date _____

Construction Auditor _____ Date _____

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

APPLICATION NO: **3**
 APPLICATION DATE: **7/29/2021**
 PERIOD TO: **7/31/2021**

PROJECT NO: **6007533**
 CONTRACT DATE: **3/22/2021**

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

CONTRACTOR: *Richard [Signature]*

Date: _____



State of: **Oklahoma**
 Subscribed and sworn to before me this **30** day of **July**
 Notary Public: *Richard Boydston*
 My Commission expires: **4-17-23** 45033

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

AMOUNT APPROVED \$395,659.92

(Attach explanation if amount approved differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount approved.)
 ARCHITECT: _____

By: _____ Date: _____

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

MODIFIED G703 - CONTINUATION SHEET Lakeview Road East

APPLICATION NO: 3

APPLICATION DATE: 7/28/2021

PERIOD TO: 7/31/2021

PROJECT NO: 6007533

APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column 1 on Contracts where variable retainage for line items may apply.

A ITEM / COST CODE / NO. SPEC NUMBER	B DESCRIPTION OF WORK	C ORIGINAL SCHEDULED VALUE	D CM- SOV and/or CONTINGENCY TRANSFERS	E REVISED SCHEDULED VALUE	F WORK COMPLETED PREVIOUS APPLICATION (D + E)	G THIS PERIOD	H OWNER DIRECT PAY ITEMS (STORED MATERIALS)	I OWNER DIRECT PAY INVOICES / ITEMS PAY ITEMS PREVIOUS MONTH	J TOTAL COMPLETED AND STORED TO DATE (D+E+F+G+H)	K PERCENT COMPLETE (I + C)	L BALANCE TO FINISH (C - G)	M RETAINAGE (IF VARIABLE RATE) 5%
0100 Roadway												
1	201 A	Cleaning and Grubbing	\$5,000.00	\$5,000.00	\$5,000.00				\$5,000.00	100.0%	\$0.00	\$500.00
2	202 C	Rock Excavation	\$8,000.00	\$8,000.00	\$8,000.00				\$8,000.00	100.0%	\$0.00	\$800.00
3	202 H	Earthwork	\$7,500.00	\$7,500.00	\$7,125.00	\$375.00			\$7,500.00	100.0%	\$0.00	\$750.00
4	205 A	Type A - Salvaged Topsoil	\$7,500.00	\$7,500.00	\$6,625.00	\$875.00			\$7,500.00	100.0%	\$0.00	\$750.00
5	210	Obliterating Abandoned Road	\$5,000.00	\$5,000.00	\$5,000.00				\$5,000.00	100.0%	\$0.00	\$500.00
6	221 C	Temporary Silt Fence	\$11,500.00	\$11,500.00	\$11,500.00				\$11,500.00	100.0%	\$0.00	\$1,150.00
7	221 F	Temporary Silt Dike	\$5,460.00	\$5,460.00	\$5,460.00				\$5,460.00	100.0%	\$0.00	\$546.00
8	230 A	Solid Slab Sodding	\$38,272.00	\$38,272.00					\$0.00	0.0%	\$38,272.00	\$0.00
9	233 A	Vegetative Mulching	\$2,505.00	\$2,505.00					\$0.00	0.0%	\$2,505.00	\$0.00
10	241	Mowing	\$2,260.00	\$2,260.00		\$2,260.00			\$2,260.00	100.0%	\$0.00	\$226.00
11	303 A	Aggregate Base Type A	\$66,750.00	\$66,750.00	\$27,205.20	\$39,544.80			\$66,750.00	100.0%	\$0.00	\$6,675.00
12	310 B	Sub Grade Method B	\$30,228.00	\$30,228.00	\$27,230.00	\$2,998.00			\$30,228.00	100.0%	\$0.00	\$3,022.80
13	325	Separator Fabric	\$24,183.00	\$24,183.00	\$6,933.00	\$17,250.00			\$24,183.00	100.0%	\$0.00	\$2,418.30
14	407 B	Tack Coat	\$3,090.00	\$3,090.00		\$3,090.00			\$3,090.00	100.0%	\$0.00	\$309.00
15	408	Prime Coat	\$13,640.00	\$13,640.00		\$13,640.00			\$13,640.00	100.0%	\$0.00	\$1,364.00
16	411 C	Superpave, Type S4 (PG 64-22OK)	\$196,950.00	\$196,950.00	\$196,950.00				\$196,950.00	100.0%	\$0.00	\$19,695.00
17	411 D	Superpave, Type S5 (PG 64-22OK)	\$14,960.00	\$14,960.00	\$14,960.00				\$14,960.00	100.0%	\$0.00	\$1,496.00
18	610	6" Concrete Drive Way	\$18,750.00	\$18,750.00		\$18,750.00			\$18,750.00	100.0%	\$0.00	\$1,875.00
19	613 B	18" Corr Galv. Steel Pipe	\$19,980.00	\$19,980.00	\$7,200.00	\$11,160.00			\$19,980.00	60.0%	\$7,500.00	\$1,125.00
20	613 M	Type A4 Culvert End Treatment	\$30,000.00	\$30,000.00	\$12,000.00	\$18,000.00			\$30,000.00	100.0%	\$0.00	\$3,000.00
21	619 A	Removal of Structures and Obstructions	\$5,000.00	\$5,000.00	\$3,750.00	\$1,250.00			\$5,000.00	100.0%	\$0.00	\$500.00
22	624 C	Fence Style SWF (5 Barbed Wire)	\$9,485.00	\$9,485.00	\$4,256.00	\$5,989.00			\$9,485.00	76.4%	\$2,240.00	\$24.50
23	624 C	Fence Style SWF (6 Barbed Wire)	\$9,240.00	\$9,240.00	\$2,450.00	\$6,790.00			\$9,240.00	100.0%	\$0.00	\$924.00
24	624 D	Gate, Galvanized Steel	\$4,200.00	\$4,200.00		\$4,200.00			\$4,200.00	100.0%	\$0.00	\$420.00
25	629 E	Remove and Reset Manhole	\$900.00	\$900.00		\$900.00			\$900.00	100.0%	\$0.00	\$90.00
26	SP	Pavement Reinforcement Grid	\$8,500.00	\$8,500.00		\$8,500.00			\$8,500.00	100.0%	\$0.00	\$850.00
0300 Traffic												
25	850 A	Sheet Aluminum Signs	\$1,495.00	\$1,495.00		\$1,495.00			\$1,495.00	0%	\$1,495.00	\$0.00
26	851 C	2" Square Tube Post	\$2,240.00	\$2,240.00		\$2,240.00			\$2,240.00	0%	\$2,240.00	\$0.00
27	854 A	Traffic Stripe (Paint) (4" Wide)	\$15,570.00	\$15,570.00		\$15,570.00			\$15,570.00	0%	\$15,570.00	\$0.00
28	880 J	Const. Traffic Control	\$6,500.00	\$6,500.00	\$4,875.00	\$1,625.00			\$6,500.00	100%	\$0.00	\$650.00
0640 Construction												
29	641	Mobilization	\$70,000.00	\$70,000.00	\$52,500.00	\$17,500.00			\$70,000.00	100%	\$0.00	\$7,000.00
30	220	SWWP Documentation and Management	\$4,000.00	\$4,000.00	\$3,000.00	\$1,000.00			\$4,000.00	100%	\$0.00	\$400.00
			\$0.00	\$0.00	\$0.00				\$0.00	#DIV/0!	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00				\$0.00	#DIV/0!	\$0.00	\$0.00
Change Order 1			(\$69,301.64)	(\$69,301.64)		(\$69,301.64)			(\$69,301.64)	100%	\$0.00	(\$6,930.16)
Change Order 2			\$97,861.84	\$97,861.84		\$97,861.84			\$97,861.84	100%	\$0.00	\$9,786.18
			\$0.00	\$0.00	\$0.00				\$0.00	#DIV/0!	\$0.00	\$0.00

MODIFIED G703 - CONTINUATION SHEET Lateview Road East

APPLICATION NO: 3
 APPLICATION DATE: 7/28/2021
 PERIOD TO: 7/31/2021
 PROJECT NO: 6007533

APPLICATION AND CERTIFICATION FOR PAYMENT, containing
 Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column 1 on Contracts where variable retainage for line items may apply.

A ITEM / COST CODE / NO. / SPEC NUMBER	B DESCRIPTION OF WORK	C ORIGINAL SCHEDULED VALUE	D WORK COMPLETED PREVIOUS APPLICATION (D + E)	E THIS PERIOD	F OWNER DIRECT PAY ITEMS (STORED MATERIALS)	G OWNER DIRECT PAY ITEMS PREVIOUS MONTH	H OWNER DIRECT PAY ITEMS THIS APPLICATION	I TOTAL COMPLETED AND STORED TO DATE (D+H+F+G+H)	J PERCENT COMPLETE (I - C)	K BALANCE TO FINISH (C - G)	L RETAINAGE (IF VARIABLE RATE) 5%
Base Bid 0100 Roadway		\$0.00						\$0.00	#DIV/0!	\$0.00	\$0.00
		\$0.00						\$0.00	#DIV/0!	\$0.00	\$0.00
		\$677,218.20	\$200,129.20	\$375,647.00	\$0.00	\$0.00	\$0.00	\$575,776.20	85.02%	\$101,442.00	\$0.00
	RETAINAGE (insert negative amount in column "L")										
	Total										

EXHIBIT "D-2"
AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS
AND RELEASE OF LIENS

TO:

Pittsburg County Commissioners
(Project Owner name & address)
Lakeview Road

Lakeview Road Project

(Project name & address)

N=606797.7841 E=2638229.8349 N=606842.7291 E=2640773.7543

Section 19 T6N R15E Pittsburg County

By this instrument the undersigned who performs the ~~general construction~~ work hereby certifies that on this date, or any time prior thereto, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed and for all known indebtedness and claims against the undersigned for damages arising in any manner on or against the PROJECT, its land, improvements and equipment of every kind.

The undersigned hereby certifies that he has received all payments currently due under his contract for work on the Project (except retainage). Therefore, the undersigned does hereby waive and/or release any and all liens against the PROPERTY PROJECT and as of the 30 Day of July, 2021.

(X) Partial (in the amount of) \$ 395,659.92

() Final (including retainage)

Built Right Construction, LLC
(Name of Construction Manager/General Contractor/Subcontractor)
By: Richard Evans
Title: Vice President

STATE OF Oklahoma)
COUNTY OF Pittsburg)

BEFORE ME, the undersigned authority, on this day personally

Appeared Richard Evans;

Built Right Construction, LLC known to me to be the person whose name is subscribed to the foregoing instrument, and, being first duly sworn, acknowledged to me that he executed the same for the purposes and consideration therein expressed and declared to me that the statements contained therein are true.

SWORN AND SUBSCRIBED to before me this 30 day of July, 2021

My commission expires: 4-17-23

Richard Evans
NOTARY PUBLIC in and for said County and State.

This affidavit and Release shall be executed by the GENERAL CONTRACTOR, all Subcontractors, material suppliers and lessors of equipment; or an independent Contractor, who expects payment of funds from the current Progress Payment from the OWNER to the GENERAL CONTRACTOR, or a Payment directly from the OWNER. Execution hereof is conditioned upon the bank's clearance of any check given in payment of the current Progress Payment.

END OF
AFFIDAVIT

Contract ID 6007533

Project No. 6007533

Date 07/29/2021

County Pittsburg Contractor Built Right Construction, LLC

Description of Work Hydro-Seeding

1. Labor Total (Refer to Attachment A)	a) Labor Overhead & Profit	25.00 %	\$3,600.00	\$900.00
--	----------------------------	---------	------------	----------

2. Material Total (Refer to Attachment B)	a) Material Overhead & Profit	20.00 %	\$1,012.50	\$202.50
---	-------------------------------	---------	------------	----------

3. Equipment Total (Refer to Attachment C)	a) Equipment Additional Administrative Cost & Profit	20.00 %	\$855.00	\$171.00
--	--	---------	----------	----------

4. Bonds a) Bonds b) Property Damage & Liability Insurance c) Workers Compensation d) Unemployment Insurance Contribution e) Social Security Taxes f) Employment Fringe Benefits		1.00 %	\$54.68	\$54.68
		Rate / \$1000 of Payroll	223.80	\$805.68
		Rate / \$100 of Payroll	21.48	\$773.28
		3.80 %	\$136.80	\$136.80
		7.65 %	\$275.40	\$275.40
		20.00 %	\$720.00	\$720.00

5. Subcontracted Work Total	a) Prime Contractor Overhead on Subcontracted Work	10.00 %	\$11,000.00	\$1,100.00
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6. Work of a Non-Highway Construction Nature	a) Prime Contractor Overhead on Subcontracted Work	10.00 %	\$0.00	\$0.00
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7. Total Cost of Work	a) Unit Price	21,606.84	Quantity	1	Units	LSUM	\$21,606.84	\$21,606.84
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Approved *[Signature]*
7-29-2021

Approved *[Signature]*
7-29-21



Built Right Construction, LLC

P.O. Box 366, 9662 US HWY 69, Savannah, OK 74565 • 918-548-3766 • Fax 918-548-3767 • lacey@builtrightok.com

July 19, 2021

RE: Project No: Lakeview Road
County: Pittsburg

This is a change order request for additional rock excavation and the rebuild of approximately 326 feet of roadway. Attached are drawings, quantity, and cost breakdown of additional work.

If you have any questions, please contact us.

Thank you

Approved
[Signature]
7-29-2021

John W 7-29-2021
Approved EST

Road Excavation Areas			
Length	Width	Depth	Total
32	30	5	178
35	30	2.5	97
29	30	2	64
201	30	2.5	558
29	15	2	32
326	30	1	362
			Total CY 1292

Change Order Lakeview				
Item	Quantity	Unit	Price	Total
Rock Excavation	900	CY	\$ 40.00	\$36,000.00
Excavation	1292	CY	\$ 12.00	\$15,506.67
Unclassified Borrow	1292	CY	\$ 15.00	\$19,383.33
Geo-Grid	1073	SY	\$ 5.00	\$ 5,365.00
Total				\$76,255.00

EXCISED 326' @ 1' DEEP 30' WIDE
TO EXHUME SOIL

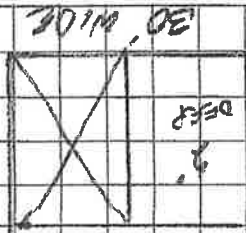
THIS IS NEAR END-GRID LIMS PLACED

DEEP

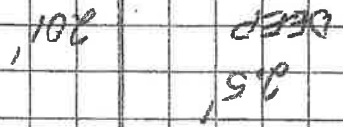
326'

30' x 326' x 1' = 362 CY

WEST
END



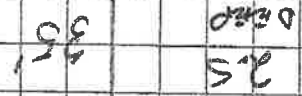
$$15 \times 29 \times 2 = 872 \text{ CY}$$



$$30 \times 201 \times 2.5 = 558 \text{ CY}$$



$$30 \times 29 \times 2 = 64 \text{ CY}$$



$$30 \times 35 \times 2.5 = 91 \text{ CY}$$



$$30 \times 32 \times 5 = 178 \text{ CY}$$

EAST
END

Contract ID 6007533

Project No. 6007533

Date

07/22/2021

County Pittsburg

Contractor

Built Right Construction, LLC

Description of Work Excavation, Unclassified Borrow, Geo-Grid

1. Labor Total (Refer to Attachment A)	\$8,471.00				
a) Labor Overhead & Profit	\$2,117.75	25.00	%		

2. Material Total (Refer to Attachment B)	\$8,597.23				
a) Material Overhead & Profit	\$1,719.45	20.00	%		

3. Equipment Total (Refer to Attachment C)	\$10,578.00				
a) Equipment Additional Administrative Cost & Profit	\$2,115.60	20.00	%		

4. a) Bonds	\$276.46	1.00	%		
b) Property Damage & Liability Insurance	\$1,895.81	223.80	Rate / \$1000 of Payroll		
c) Workers Compensation	\$1,819.57	21.48	Rate / \$100 of Payroll		
d) Unemployment Insurance Contribution	\$321.90	3.80	%		
e) Social Security Taxes	\$648.03	7.65	%		
f) Employment Fringe Benefits	\$1,694.20	20.00	%		

5. Subcontracted Work Total					
a) Prime Contractor Overhead on Subcontracted Work		10.00	%		

6. Work of a Non-Highway Construction Nature	\$0.00				
a) Prime Contractor Overhead on Subcontracted Work	\$0.00	10.00	%		

7. Total Cost of Work	\$40,255.00				
a) Unit Price	40,255.00	1	Quantity		
	\$40,255.00				
	\$40,255.00				



U.S. Wage and Hour Division
Rev. Dec. 2008

U.S. Department of Labor
Wage and Hour Division

PAYROLL
(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR OR SUBCONTRACTOR
Built Right Construction, LLC
 ADDRESS P.O. Box 366 9662 S. HWY 69
 Savannah, OK 74565

OMB No. 1235-0038
 Expires: 04/30/2021
 PROJECT OR CONTRACT NO.
 6007533

(1) Name and Individual Identifying number (e.g. last four digits of Social Security number) of worker	(2) # of W/H Exp	(3) Work Classification	(4) DAY AND DATE							(5) Total Hours	(6) Rate of Pay	(7) Gross Amount Earned	(8) DEDUCTIONS				(9) Net Wages Paid For Week		
			HOURS WORKED EACH DAY										FICA	Fed W/H Tax	State & Local W/H Tax	Union Deductions		Other	Total Deductions
			SUN 06/20	MON 06/21	TUE 06/22	WED 06/23	THU 06/24	FRI 06/25	SAT 06/26										
Acosta Sanchez, Heriberto	M0	Laborer/Commol				11.50	10.00			21.50	516.00	108.63	104.82	52.00			265.45	1,154.55	
***.**-7237											1,420.00								
Boyanton, Joshua C	M0	Laborer/Commol				5.00	10.50			15.50	787.50	67.74	2.22	22.00			91.96	793.54	
***.**-9759											885.50								
Edwards, Jamaar A	S5	Laborer/Commol				11.50	10.00			21.50	548.25	115.42	129.22	49.00		112.84	406.48	1,102.27	
***.**-3506											1,508.75			Other Detail:	Ded.	Amt.			
															401	60.35			
															CS	23.07			
															CS2	5.76			
															CS3	23.66			
Herandy, Gaucho C	H0	Laborer/Commol				4.50				4.50	81.00	6.20				6.20		74.80	
***.**-1397											81.00								
O'Daniel, Travis W	S1	Foreman	3.00	12.00	11.00	12.00	10.50			48.50	1,004.97	87.98	136.34	47.00		104.50	375.82	774.18	
***.**-3534											1,150.00			Other Detail:	Ded.	Amt.			
															CS	104.50			
Ornelas Macias, Edgar	M0	Foreman				11.50	10.00			21.50	342.17	88.27	98.50	37.00		34.62	258.39	895.46	
***.**-0789											1,153.85			Other Detail:	Ded.	Amt.			
															401	34.62			

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(g)(3)(i) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3602, 200 Constitution Avenue, N.W., Washington, D. C. 20210.

Public Burden Statement



U.S. Department of Labor
Wage and Hour Division

PAYROLL
(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

U.S. Wage and Hour Division
Rev. Dec. 2008

NAME OF CONTRACTOR OR SUBCONTRACTOR
 Built Right Construction, LLC
 ADDRESS P.O. Box 366 9662 S. HWY 69
 Savannah, OK 74565
 OMB No.: 1235-0008
 Expires: 04/30/2021

PROJECT OR CONTRACT NO.
6007833
 PROJECT AND LOCATION 21-1131-Lakeview Road
 FOR WEEK ENDING 06/26/2021
 PAYROLL NO. 6

(1) Name and Individual Identifying number (e.g. last four digits of Social Security number) of worker	(2) # of W/H Exmp	(3) Work Classification	(4) DAY AND DATE							(5) Total Hours	(6) Rate of Pay	(7) Gross Amount Earned	(8) DEDUCTIONS				(9) Net Wages Paid For Week
			SUN 06/20	MON 06/21	TUE 06/22	WED 06/23	THU 06/24	FRI 06/25	SAT 06/26				FICA	Fed W/H Tax	State & Local W/H Tax	Union Deduc- tions	
Paxson, Jarrod A	M0	Laborer/Comm	6.00	12.00	12.00				30.00	18.00	540.00	90.69	24.22	36.00	70.59	221.50	998.00
***-**-4734											1,219.50		Other Detail:	Ded.			
Paxson, Kacee A	S0	Laborer/Comm	6.00	12.00	12.00				30.00	14.00	420.00	72.56	81.03	38.00		191.59	756.91
***-**-7500											948.50		Other Detail:	Ded.			
Sanchez, Juan J	S0	Laborer/Comm	6.00	12.00	12.00				30.00	16.00	480.00	81.78		42.00	62.39	186.17	897.83
***-**-3654											1,084.00		Other Detail:	Ded.			
Stapp, Steven G	M0	Laborer/Comm				4.50	10.50		15.00	25.50	943.50	80.32	50.79	32.00	12.63	175.74	886.76
***-**-2635									33.00	17.00	1,062.50		Other Detail:	Ded.			
Tastad, Tyler J	M0	Foreman	3.00	11.50	11.00	7.50			33.00			87.98	72.42	38.00		198.40	951.60
***-**-3184											1,150.00		Other Detail:	Ded.			
Zuniga-Monreal, Ricardo	S0	Laborer/Comm				11.50	10.00		21.50	22.50	483.75	101.84	158.02	57.00	59.00	375.86	955.39
***-**-1013											1,331.25		Other Detail:	Ded.			

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(p), The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week" U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

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Date 07/02/21

I, Lacey Boydston Contract Administrator
(Name of signatory party) (Title)

do hereby state:

(1) That I pay or supervise payment of the persons employed by

Built Right Construction, LLC on the
(Contractor or Subcontractor)

Lakeview Road ; that during the payroll period commencing on the
(Building or Work)

20th day of June, 2021, and ending the 26th day of June 2021,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said

Built Right Construction, LLC from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations,
Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48
Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 3145), and described below:

FICA, Medicare, Federal/State Withholding Taxes, 401K, Aflac-Accident, Aflac-Cancer, Aflac-Hospital

Child Support, Critical Illness, Safety Wear

(2) That any payrolls otherwise under this contract required to be submitted for the above period
are correct and complete; that the wage rates for laborers or mechanics contained therein are not less
than the applicable wage rates contained in any wage determination incorporated into the contract; that
the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide appren-
ticeship program registered with a State apprenticeship agency recognized by the Bureau of Appren-
ticeship and Training, United States Department of Labor, or if no such recognized agency exists in a
State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such
employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in Section 4 (c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT) EXPLANATION

REMARKS:

SIGNATURE

NAME AND TITLE

Lacey Boydston
Contract Administrator

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF
TITLE 31 OF THE UNITED STATES CODE.



U.S. Wage and Hour Division
Rev. Dec. 2008

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR OR SUBCONTRACTOR
Built Right Construction, LLC
 ADDRESS P.O. Box 366 9662 S. HWY 69
 Savannah, OK 74565
 OMB No.: 1235-0008
 Expires: 04/30/2021

PAYROLL NO. 7 FOR WEEK ENDING 07/03/2021 PROJECT AND LOCATION 21-1131-Lakeview Road PROJECT OR CONTRACT NO. 6007533

(1) Name and Individual Identifying number (e.g. last four digits of Social Security number) of worker	(2) # of W/H Exmp	(3) Work Classification	(4) DAY AND DATE							(5) Total Hours	(6) Rate of Pay	(7) Gross Amount Earned	(8) DEDUCTIONS				(9) Net Wages Paid For Week	
			SUN	MON	TUE	WED	THU	FRI	SAT				FICA	Fed W/H Tax	State & Local W/H Tax	Union Deduc- tions		Other
Acosta Sanchez, Heriberto ***-**-7237	M0	Laborer/Comm	REG	10.00	10.00	11.00	5.50			36.50	16.00	584.00	60.89	31.33	21.00		113.22	682.78
Boyanton, Joshua C ***-**-9759	M0	Laborer/Comm	OT REG				1.00			1.00	21.00	581.00	57.30		16.00		73.30	675.70
Edwards, Jamaar A ***-**-3506	S5	Laborer/Comm	REG	10.00	4.50	11.00	5.50			31.00	17.00	527.00	53.97	18.79	10.00		163.47	542.03
Herandy, Gaucho C ***-**-1397	H0	Laborer/Comm	REG	11.00	9.00	12.50				32.50	18.00	585.00	44.75		16.00		112.75	472.25
O'Daniel, Travis W ***-**-3534	S1	Foreman	PRO	12.00	11.00	14.00	8.00			45.00	21.70	976.41	87.98	136.34	47.00		375.82	774.18
Ornelas Macias, Edgar ***-**-0789	M0	Foreman	PRO	10.00	10.00	11.00	5.50			36.50	24.81	905.71	88.27	98.50	37.00		258.39	895.46

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine if employers have received legally required wages and fringe benefits.

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

Public Burden Statement



U.S. Department of Labor
Wage and Hour Division

PAYROLL
(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)
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NAME OF CONTRACTOR OR SUBCONTRACTOR
Built Right Construction, LLC

ADDRESS P.O. Box 366 9662 S. HWY 69
Savanna, OK 74565

OMB No.: 1235-0008
Expires: 04/30/2021

PAYROLL NO. 7 FOR WEEK ENDING 07/03/2021 PROJECT AND LOCATION 21-1131-Lakeview Road PROJECT OR CONTRACT NO. 6007533

(1) Name and Individual Identifying number (e.g. last four digits of Social Security number) of worker	(2) # of W/H Exmp	(3) Work Classification	(4) DAY AND DATE							(5) Total Hours	(6) Rate of Pay	(7) Gross Amount Earned	(8) DEDUCTIONS				(9) Net Wages Paid For Week		
			HOURS WORKED EACH DAY										FICA	Fed W/H Tax	State & Local W/H Tax	Union Deduc- tions		Other Deductions	Total Deductions
			SUN	MON	TUE	WED	THU	FRI	SAT										
Stapp, Steven G	M0	Laborer/Common					3.00			3.00	756.50	72.51	38.55	26.00	12.63	149.69	810.81		
***-**-2635							4.00			40.00	960.50			Other Detail: ACC	12.63		951.60		
Tastad, Tyler J	M0	Foreman			11.00	11.00	14.00	4.00		49.00	1,149.98	87.98	72.42	38.00		198.40	951.60		
***-**-3184							7.00	5.00			1,150.00								

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement
We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.



U.S. Department of Labor
 Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/wid/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR OR SUBCONTRACTOR
 Built Right Construction, LLC
 ADDRESS P.O. Box 366 9652 S. HWY 69
 Savannah, OK 74565
 OMB No.: 1285-0008
 Expires: 04/30/2021

PAYROLL NO. 8
 FOR WEEK ENDING 07/10/2021
 PROJECT AND LOCATION 21-1131-Lakeview Road
 PROJECT OR CONTRACT NO. 6007533

(1) Name and Individual Identifying number (e.g. last four digits of Social Security number) of worker	(2) # of W/H Exp	(3) Work Classification	(4) DAY AND DATE							(5) Total Hours	(6) Rate of Pay	(7) Gross Amount Earned	(8) DEDUCTIONS				(9) Net Wages Paid For Week		
			SUN	MON	TUE	WED	THU	FRI	SAT				FICA	Fed W/H Tax	State & Local W/H Tax	Union Deduc- tions		Other	Total Deductions
			07/04	07/05	07/06	07/07	07/08	07/09	07/10										
Boyanton, Joshua C	M0	Laborer/Commot						5.50		21.00	675.50	51.68	12.00			63.68	611.82		
***-**-9759								40.00	14.00	675.50									
Chavez Estupinan, Jorge	M0	Laborer/Commot		11.00	11.00			22.00	18.00	396.00	60.24	14.00			74.24	713.26			
***-**-1391										787.50									
Garcia, Ruben	M0	Laborer/Commot		11.00	11.00			22.00	18.00	396.00	60.24	14.00			74.24	713.26			
***-**-9114										787.50									
Herrera, Luis G	M0	Laborer/Commot		11.00	11.00			22.00	20.00	440.00	66.94	18.00			84.94	790.06			
***-**-0418										875.00									
Lopez, Phillip J	M0	Laborer/Commot		11.00	11.00			22.00	20.00	440.00	66.94	20.00			86.94	788.06			
***-**-9711										875.00									
Nunez, Jose L	S0	Laborer/Commot		11.00	11.00			22.00	18.00	396.00	60.24	23.00			83.24	704.26			
***-**-9711										787.50									
O'Daniel, Travis W	S1	Foreman		11.00	11.00	12.00	11.50	45.50	25.28	1,150.01	87.98	136.34	47.00	104.50	375.82	774.18			
***-**-3534										1,150.00			Other Detail: CS	104.50	104.50				

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 55(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(e)(3)(i) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement
 We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room 53502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.



U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR OR SUBCONTRACTOR
 Built Right Construction, LLC
 ADDRESS P.O. Box 366 9662 S. HWY 69
 Savanna, OK 74565
 OMB No.: 1235-0008
 Expires: 04/30/2021
 Rev. Dec. 2008

PAYROLL NO. 8
 FOR WEEK ENDING 07/10/2021
 PROJECT AND LOCATION 21-1131-Lakeview Road
 PROJECT OR CONTRACT NO. 6007533

(1) Name and Individual Identifying number (e.g. last four digits of Social Security number) of worker	(2) # of W/H Exmp	(3) Work Classification	(4) DAY AND DATE							(5) Total Hours	(6) Rate of Pay	(7) Gross Amount Earned	(8) DEDUCTIONS				(9) Net Wages Paid For Week		
			SUN 07/04	MON 07/05	TUE 07/06	WED 07/07	THU 07/08	FRI 07/09	SAT 07/10				FICA	Fed W/H Tax	State & Local W/H Tax	Union Deduc- tions		Other	Total Deductions
			HOURS WORKED EACH DAY																
Stapp, Steven G	M0	Laborer/Comm					5.50		25.50	820.25	61.78	22.88	19.00	12.63	116.29	703.96			
***-**-2635							5.50		17.00	820.25			Other Detail: ACC	Amt. 12.63					
Tastad, Tyler J	M0	Foreman		10.50	11.00	12.00	6.50		25.00	1,150.00	87.98	72.42	38.00		198.40	951.60			
***-**-3184							40.00												
Ulloa, Ismael	M0	Laborer/Comm					22.00		19.00	418.00	63.59		16.00		79.59	751.66			
***-**-6858							22.00			831.25									

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5b). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room 33502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

Date 07/16/21

I, Lacey Boydston Contract Administrator
(Name of signatory party) (Title)

do hereby state:

(1) That I pay or supervise payment of the persons employed by

Built Right Construction, LLC on the
(Contractor or Subcontractor)
Lakeview Road; that during the payroll period commencing on the
(Building or Work)

4th day of July, 2021, and ending the 10th day of July, 2021,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said

Built Right Construction, LLC from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations,
Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48
Stat. 948, 63 Stat. 108, 72 Stat. 967; 40 U.S.C. 3145), and described below:

FICA, Medicare, Federal/State Withholding Taxes, Aflac-Accident, Child Support

(2) That any payrolls otherwise under this contract required to be submitted for the above period
are correct and complete; that the wage rates for laborers or mechanics contained therein are not less
than the applicable wage rates contained in any wage determination incorporated into the contract; that
the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide appren-
ticeship program registered with a State apprenticeship agency recognized by the Bureau of Appren-
ticeship and Training, United States Department of Labor, or if no such recognized agency exists in a
State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS
In addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such
employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in Section 4 (c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT) EXPLANATION

REMARKS:

SIGNATURE

NAME AND TITLE

Lacey Boydston
Contract Administrator



THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1000 OF TITLE 18 AND SECTION 231 OF
TITLE 31 OF THE UNITED STATES CODE.



PAYROLL
 (For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

U.S. Department of Labor
 Wage and Hour Division

U.S. Wage and Hour Division
 Rev. Dec. 2008

NAME OF CONTRACTOR OR SUBCONTRACTOR
 Built Right Construction, LLC
 ADDRESS P.O. Box 366 9662 S. HWY 69
 Savannah, OK 74566

PAYROLL NO. 9 FOR WEEK ENDING 07/17/2021 PROJECT AND LOCATION 21-1131-Lakeview Road PROJECT OR CONTRACT NO. 6007533

(1) Name and Individual Identifying number (e.g. last four digits of Social Security number) of worker	(2) # of W/H Exp	(3) Work Classification	(4) DAY AND DATE							(5) Total Hours	(6) Rate of Pay	(7) Gross Amount Earned	(8) DEDUCTIONS				(9) Net Wages Paid For Week	
			SUN 07/11	MON 07/12	TUE 07/13	WED 07/14	THU 07/15	FRI 07/16	SAT 07/17				FICA	Fed W/H Tax	State & Local W/H Tax	Union Deduc- tions		Other
Acosta Sanchez, Heriberto ***-**-7237	M0	Laborer/Comm				1.50	9.50			11.00	24.00	904.00	69.16	42.90	26.00		138.06	765.94
Boyanton, Joshua C ***-**-9759	M0	Laborer/Comm				3.00	10.00			13.00	21.00	833.00	63.72		20.00		83.72	749.28
Edwards, Jamaar A ***-**-3506	S5	Laborer/Comm				1.50	9.50			11.00	25.50	960.50	73.48	48.09	22.00	90.91	234.48	726.02
Montes, Brandon T ***-**-6856	S0	Laborer/Comm						6.00		6.00	19.64	641.41	49.07	44.18	21.00		114.25	527.16
O'Daniel, Travis W ***-**-3534	S1	Foreman				10.00	11.50	13.00	10.00	55.50	20.72	1,150.02	87.98	136.34	47.00	104.50	375.82	774.18
Ornelas Macias, Edgar ***-**-0789	M0	Foreman				9.50	10.00	12.00	9.50	51.00	24.51	1,250.01	126.23	109.69	42.00	37.50	315.42	1,334.58

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 55(e). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payroll is correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

Public Burden Statement



U.S. Wage and Hour Division
Rev. Dec. 2008

U.S. Department of Labor
Wage and Hour Division

PAYROLL
(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

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NAME OF CONTRACTOR OR SUBCONTRACTOR
 Built Right Construction, LLC
 ADDRESS P.O. Box 366 9662 S. HWY 69
 Savannah, OK 74565
 OMB No.: 1235-0008
 Expires: 04/30/2021

PAYROLL NO. 9
 FOR WEEK ENDING 07/17/2021
 PROJECT AND LOCATION 21-1131-Lakeview Road
 PROJECT OR CONTRACT NO. 6007633

(1) Name and Individual Identifying number (e.g. last four digits of Social Security number) of worker	(2) # of W/H Exmp	(3) Work Classification	(4) DAY AND DATE							(5) Total Hours	(6) Rate of Pay	(7) Gross Amount Earned	(8) DEDUCTIONS				(9) Net Wages Paid For Week
			SUN 07/11	MON 07/12	TUE 07/13	WED 07/14	THU 07/15	FRI 07/16	SAT 07/17				FICA	Fed W/H Tax	State & Local W/H Tax	Union Deduc- tions	
Stapp, Steven G ***-**-2635	M0	Laborer/Comm							9.50	25.50	922.25	69.59	33.96	25.00	12.63	141.18	781.07
			OT														
Tastad, Tyler J	M0	Foreman							40.00	17.00	922.25			Other Detail: ACC			
REG			6.00	10.50	10.50	12.50	0.50										
***-**-3184	M0	Foreman							54.00	21.30	1,149.98	87.98	72.42	38.00	198.40	951.60	
PRO			11.00	11.00	10.50	11.50	10.00										
Wilson, Thomas L	H0	Laborer/Comm							5.50	24.00	196.00	57.24	21.71	24.00	126.71	645.29	
REG									4.00	16.00	772.00			Other Detail: ACC HOSP			
***-**-2186																	

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.1, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement
 We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room 53502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

Date 07/23/21

I, Lacey Boydston Contract Administrator
(Name of signatory party) (Title)

do hereby state:

(1) That I pay or supervise payment of the persons employed by

Built Right Construction, LLC on the
(Contractor or Subcontractor)

Lakeview Road ; that during the payroll period commencing on the
(Building or Work)

11th day of July, 2021, and ending the 17th day of July, 2021,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said

Built Right Construction, LLC from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations,
Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48
Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 3145), and described below:

FICA, Medicare, Federal/State Withholding Taxes, 401K, Aflac-Accident, Aflac-Hospital

Child Support

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in Section 4 (c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT) EXPLANATION

REMARKS:

(2) That any payrolls otherwise under this contract required to be submitted for the above period
are correct and complete; that the wage rates for laborers or mechanics contained therein are not less
than the applicable wage rates contained in any wage determination incorporated into the contract; that
the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide appren-
ticeship program registered with a State apprenticeship agency recognized by the Bureau of Appren-
ticeship and Training, United States Department of Labor, or if no such recognized agency exists in a
State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS
In addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such
employees, except as noted in Section 4(c) below.

SIGNATURE

NAME AND TITLE

Lacey Boydston
Contract Administrator

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION, SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF
TITLE 31 OF THE UNITED STATES CODE.



U.S. Wage and Hour Division
Rev. Dec. 2008

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

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NAME OF CONTRACTOR OR SUBCONTRACTOR
 Built Right Construction, LLC
 ADDRESS P.O. Box 366 9662 S. HWY 69
 Savannah, OK 74565
 PROJECT OR CONTRACT NO. 6007533

PAYROLL NO. 10 FOR WEEK ENDING 07/24/2021 PROJECT AND LOCATION 21-1131-Lakeview Road

(1) Name and Individual Identifying number (e.g. last four digits of Social Security number) of worker	(2) # of W/H Exmp	(3) Work Classification	(4) DAY AND DATE							(5) Total Hours	(6) Rate of Pay	(7) Gross Amount Earned	(8) DEDUCTIONS				(9) Net Wages Paid For Week
			SUN 07/18	MON 07/19	TUE 07/20	WED 07/21	THU 07/22	FRI 07/23	SAT 07/24				FICA	Fed W/H Tax	State & Local W/H Tax	Union Deduc- tions	
Acosta Sanchez, Heriberto ***-**-7237	M0	Laborer/Comm					4.00		24.00	448.00	56.30	25.33	18.00		99.63	636.37	
Boyanton, Joshua C ***-**-9759	M0	Laborer/Comm				9.00			21.00	497.00	57.30		16.00		73.30	675.70	
Edwards, Jamaara ***-**-3506	S5	Laborer/Comm			9.50	9.50	3.00		25.50	527.00	63.72	33.40	16.00		198.93	634.07	
Montes, Brandon T ***-**-6856	S0	Laborer/Comm			11.00	10.00	1.00		17.00	833.00							
O'Daniel, Travis W ***-**-3534	S1	Foreman		10.00	9.50	13.00	10.00	11.00	21.50	1,149.98	87.98	136.34	47.00		375.82	774.18	
Ornelas Macias, Edgar ***-**-0789	M0	Foreman				9.50	9.50		27.78	527.78	95.63	109.69	42.00		284.82	965.18	

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(p), The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "turn in weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

Public Burden Statement



U.S. Wage and Hour Division
Rev. Dec. 2008

U.S. Department of Labor
Wage and Hour Division

PAYROLL
(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)
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NAME OF CONTRACTOR OR SUBCONTRACTOR
 Built Right Construction, LLC
 ADDRESS P.O. Box 366 9662 S. HWY 69
 Savannah, OK 74565
 OMB No.: 1235-0008
 Expires: 04/30/2021

PAYROLL NO. 10
 PROJECT AND LOCATION 21-1131-Lakeview Road
 PROJECT OR CONTRACT NO. 6007533

(1) Name and Individual Identifying number (e.g. last four digits of Social Security number) of worker	(2) # of W/H Exmp	(3) Work Classification	(4) DAY AND DATE							(5) Total Hours	(6) Rate of Pay	(7) Gross Amount Earned	(8) DEDUCTIONS				(9) Net Wages Paid For Week		
			HOURS WORKED EACH DAY										FICA	Fed W/H Tax	State & Local W/H Tax	Union Deduc- tions		Other	Total Deductions
			SUN 07/18	MON 07/19	TUE 07/20	WED 07/21	THU 07/22	FRI 07/23	SAT 07/24										
Stapp, Steven G	M0	Laborer/Comm					9.00		9.00	25.50	603.50	68.61	32.43	24.00	12.63	137.67	771.83		
***-**-2635							11.00	10.00	1.00	17.00	909.50			Other Detail: ACC	Amt. 12.63				
Wilson, Thomas L	H0	Laborer/Comm					6.00		6.00	24.00	496.00	58.16	20.33	23.00	47.28	148.77	635.23		
***-**-2186							9.50	9.50	3.00	16.00	784.00			Other Detail: ACC HOSP	Amt. 23.52 10.35 13.41				

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5g. The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement
 We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

Date 07/30/21

I, Lacey Boydston Contract Administrator
(Name of signatory party) (Title)

do hereby state:

(1) That I pay or supervise payment of the persons employed by

Built Right Construction, LLC on the
(Contractor or Subcontractor)

Lakeview Road; that during the payroll period commencing on the

(Building or Work)

18th day of July, 2021, and ending the 24th day of July, 2021,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Built Right Construction, LLC from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 3145), and described below:

FICA, Medicare, Federal/State Withholding Taxes, 401K, Aflac-Accident, Aflac-Hospital

Child Support

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4 (c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT) EXPLANATION

REMARKS:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

NAME AND TITLE

Lacey Boydston
Contract Administrator

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Pittsburg County, Oklahoma
LEASE PURCHASE AGREEMENT

This agreement is made this day of **August 2, 2021** by and between the Board of County Commissioners of **Pittsburg County**, Oklahoma, designated throughout this agreement as the Lessee and, **Still Auto Inc. DBA: Missouri Fire Apparatus** 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>Serial#</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Lease Purchase Price</u>
'11 Freightliner/E-One		VIN#1FVACYBS7BDAP6729		\$150,000.00	\$160,521.00
	2 Door Top Mount Pumper				

*equipment listed includes all attachments, accessions, and additions now and hereafter acquired.

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 **\$2,675.35 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 **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 **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 options shall be accomplished by the issuance of a purchase order upon or within thirty (30) days after the expiration of the terms of this lease or any renewal then in effect.

V. Title To Equipment

The equipment is and shall at all times during the term of this lease and any renewal terms 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 of Lessee's intent to purchase accompanied by a single final payment of **\$2,675.35**. (If the purchase price is to be reduced by a percentage of the lease payments made prior to the exercise of the purchase option, describe fully,

the manner in which such reduction shall be computed. Attach a written schedule of purchase option prices which shall be incorporated in the terms of this agreement by references). In the event the Lessee shall exercise any option to purchase the equipment, the Lessor assigns to the Lessee all rights and claims which the Lessor may have or acquire arising under the antitrust laws of the United States or 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, it's terms shall supersede and replace the provisions of this paragraph of this lease.

IX. Taxes

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

X. Insurance

The Lessee shall obtain and maintain fire and extended coverage casualty insurance covering the equipment from the time the equipment is delivered until this lease is terminated. This insurance shall be in a form acceptable to the Lessor and shall insure the full value of the equipment against the risk of loss or damage. The Lessee shall provide the Lessor with written notice at least ten (10) day prior to any change in the insurance required under the term 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 the United States Patent Law, the Lessor shall, at its own expense, defend such suit against the Lessee; provided, Lessee provides the Lessor with prompt notice of the institution of such suit and permits the Lessor to fully participate in the defense. The Lessee shall also retain the right to participate in such defense and shall, in any event, provide the Lessor with all available information, assistance and authority to enable the Lessor to conduct the defense. No compromise or settlement of such suit resulting in a judgement against the Lessee shall obligate or bind the Lessor unless the Lessor shall have accepted such compromise or settlement, the Lessor shall have the right to enter into negotiations for and effect a compromise or settlement of such patent action, but no such compromise or settlement shall be binding upon Lessee unless approved by the Lessee. Subject only the terms of this paragraph, the Lessor shall hold the Lessee harmless from any liability arising from any patent suit such as described above. In the event of any of the Equipment shall be held, in any suit, to constitute an infringement of patent law, and its use shall be enjoined, then the Lessor shall, at its sole option and at the Lessors'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 provisions 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 this agreement, the obligation 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 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 that any litigation shall occur concerning the terms and conditions of this lease or the rights and duties of the parties, the parties agree that any such suit shall be maintained in the District Court in and for Pittsburg County (Leasing County), State of Oklahoma.

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

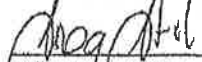

Charlie W. Rogers, Dist. #1


Kevin Smith, Dist. #2


Ross Selman, Dist. #3

Attest: 
Hope Trammell, County Clerk

FOR THE LESSOR:

 Still Auto, Inc
Still Auto Inc. DBA: Missouri Fire Apparatus

Title: PRESIDENT



SCHEDULE OF RENTAL PAYMENTS

This schedule is executed by **Still Auto Inc. DBA: Missouri Fire Apparatus ("Lessor")** and **Pittsburg County ("Lessee")**, as a supplement to, and is hereby attached to and made a part of that certain Lease Purchase Agreement for Equipment dated as of **August 2, 2021 ("Lease")**, between Lessor and Lessee.

Nominal Annual Rate: 2.62%

Equipment Cost \$150,000.00 + Doc/Title Fee \$290.00 = Total Cost \$150,290.00

AMORTIZATION SCHEDULE

	Date	Payment	Interest	Principal	Balance
Loan	08/02/2021				150,290.00
1	09/02/2021	2,675.35	334.46	2,340.89	147,949.11
2	10/02/2021	2,675.35	318.63	2,356.72	145,592.39
3	11/02/2021	2,675.35	324.01	2,351.34	143,241.05
4	12/02/2021	2,675.35	308.49	2,366.86	140,874.19
2021 Totals		10,701.40	1,285.59	9,415.81	
5	01/02/2022	2,675.35	313.51	2,361.84	138,512.35
6	02/02/2022	2,675.35	308.25	2,367.10	136,145.25
7	03/02/2022	2,675.35	273.66	2,401.69	133,743.56
8	04/02/2022	2,675.35	297.64	2,377.71	131,365.85
9	05/02/2022	2,675.35	282.92	2,392.43	128,973.42
10	06/02/2022	2,675.35	287.02	2,388.33	126,585.09
11	07/02/2022	2,675.35	272.62	2,402.73	124,182.36
12	08/02/2022	2,675.35	276.36	2,398.99	121,783.37
13	09/02/2022	2,675.35	271.02	2,404.33	119,379.04
14	10/02/2022	2,675.35	257.10	2,418.25	116,960.79
15	11/02/2022	2,675.35	260.29	2,415.06	114,545.73
16	12/02/2022	2,675.35	246.69	2,428.66	112,117.07
2022 Totals		32,104.20	3,347.08	28,757.12	
17	01/02/2023	2,675.35	249.51	2,425.84	109,691.23
18	02/02/2023	2,675.35	244.11	2,431.24	107,259.99
19	03/02/2023	2,675.35	215.60	2,459.75	104,800.24
20	04/02/2023	2,675.35	233.23	2,442.12	102,358.12
21	05/02/2023	2,675.35	220.44	2,454.91	99,903.21
22	06/02/2023	2,675.35	222.33	2,453.02	97,450.19
23	07/02/2023	2,675.35	209.87	2,465.48	94,984.71
24	08/02/2023	2,675.35	211.38	2,463.97	92,520.74
25	09/02/2023	2,675.35	205.90	2,469.45	90,051.29
26	10/02/2023	2,675.35	193.94	2,481.41	87,569.88
27	11/02/2023	2,675.35	194.88	2,480.47	85,089.41
28	12/02/2023	2,675.35	183.25	2,492.10	82,597.31
2023 Totals		32,104.20	2,584.44	29,519.76	
29	01/02/2024	2,675.35	183.82	2,491.53	80,105.78
30	02/02/2024	2,675.35	178.27	2,497.08	77,608.70
31	03/02/2024	2,675.35	161.57	2,513.78	75,094.92
32	04/02/2024	2,675.35	167.12	2,508.23	72,586.69

33	05/02/2024	2,675.35	156.33	2,519.02	70,067.67
34	06/02/2024	2,675.35	155.93	2,519.42	67,548.25
35	07/02/2024	2,675.35	145.48	2,529.87	65,018.38
36	08/02/2024	2,675.35	144.70	2,530.65	62,487.73
37	09/02/2024	2,675.35	139.06	2,536.29	59,951.44
38	10/02/2024	2,675.35	129.12	2,546.23	57,405.21
39	11/02/2024	2,675.35	127.75	2,547.60	54,857.61
40	12/02/2024	2,675.35	118.14	2,557.21	52,300.40
2024 Totals		32,104.20	1,807.29	30,296.91	

41	01/02/2025	2,675.35	116.39	2,558.96	49,741.44
42	02/02/2025	2,675.35	110.70	2,564.65	47,176.79
43	03/02/2025	2,675.35	94.83	2,580.52	44,596.27
44	04/02/2025	2,675.35	99.25	2,576.10	42,020.17
45	05/02/2025	2,675.35	90.50	2,584.85	39,435.32
46	06/02/2025	2,675.35	87.76	2,587.59	36,847.73
47	07/02/2025	2,675.35	79.36	2,595.99	34,251.74
48	08/02/2025	2,675.35	76.23	2,599.12	31,652.62
49	09/02/2025	2,675.35	70.44	2,604.91	29,047.71
50	10/02/2025	2,675.35	62.56	2,612.79	26,434.92
51	11/02/2025	2,675.35	58.83	2,616.52	23,818.40
52	12/02/2025	2,675.35	51.30	2,624.05	21,194.35
2025 Totals		32,104.20	998.15	31,106.05	

53	01/02/2026	2,675.35	47.17	2,628.18	18,566.17
54	02/02/2026	2,675.35	41.32	2,634.03	15,932.14
55	03/02/2026	2,675.35	32.02	2,643.33	13,288.81
56	04/02/2026	2,675.35	29.57	2,645.78	10,643.03
57	05/02/2026	2,675.35	22.92	2,652.43	7,990.60
58	06/02/2026	2,675.35	17.78	2,657.57	5,333.03
59	07/02/2026	2,675.35	11.49	2,663.86	2,669.17
60	08/02/2026	2,675.35	6.18	2,669.17	0.00
2026 Totals		21,402.80	208.45	21,194.35	

Grand Totals 160,521.00 10,231.00 150,290.00

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

LESSEE: Pittsburg County

LESSOR: Still Auto Inc. DBA: Missouri Fire Apparatus

BY: Ross Selman
Ross Selman, Chairman

BY: [Signature]
TITLE: PROSTANT

CERTIFICATE OF ACCEPTANCE

I, the undersigned, hereby certify that I am the duly qualified and acting County Commissioner Chairman, for **Pittsburg County**, State of Oklahoma ("Lessee") with respect to the Lease Purchase Agreement for Equipment dated **August 2, 2021** (the "Lease"), by and between the **Still Auto Inc. DBA: Missouri Fire Apparatus** (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 **September 2, 2021**, and **monthly** thereafter in accordance with the lease.
3. Lessee has appropriated and/or taken all other lawful actions necessary to provide monies sufficient to pay all Rental Payments required to be paid under the Lease during the fiscal year of Lessee for which monies have been appropriated and such monies will be applied in payment of all Rental Payments due and payable during such current fiscal year.
4. Lessee is exempt from all personal property taxes, and is exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.

Equipment Description: **'11 Freightliner/E-One 2 Door Top Mount Pumper VIN#1FVACYBS7BDAP6729**
***equipment listed includes all attachments, accessions, and additions now and hereafter acquired.**

DATED: **August 2, 2021**

By: 
Ross Selman, Chairman

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

INSURANCE COVERAGE REQUIREMENTS

In accordance with Section 10 of the Equipment Lease Purchase Agreement dated as August 2, 2021 ("Lease") by Still Auto Inc. DBA: Missouri Fire Apparatus ("Lessor") and Pittsburg County ("Lessee"). "Lessor" has assigned the Equipment Lease Purchase Agreement and all rights to the Oklahoma State Bank, P.O. Box 278 Vinita, OK 74301, PH#918-256-5585. Lessee has instructed their insurance agent named below (please fill in name, address and telephone number).

Company: The Burrows Agency
Address: 307 West Patti Page Blvd Claremore, Ok 74017
Telephone: 918-241-2196
Contact: _____

To issue:

All Risk Physical Damage Insurance on the Equipment (as defined in the Agreement) evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming the Lessor and/or its Assignee, as loss payee.

Coverage Required-Full Replacement Value

Public Liability Insurance evidenced by a Certificate of Insurance, naming the Lessor and/or its Assignee as Additional Insured, with the following minimum coverage:

\$500,000.00 per person

\$500,000.00 per person

\$100,000.00 property damage liability

Or

Pursuant to Section 10 of the Agreement, Lessee is self insured for all risk, physical damage and public liability and will provide proof of such self insurance in letter form together with a copy of the statute authorizing this form of insurance.

Cost: \$150,000.00

'11 Freightliner/E-One 2 Door Top Mount Pumper VIN#1FVACYBS7BDAP6729

*equipment listed includes all attachments, accessions, and additions now and hereafter acquired.

Lessee: Pittsburg County

By: Ross Selman
Ross Selman, Chairman

OPINION OF COUNSEL

With respect to that certain Lease-Purchase Agreement for Equipment ("Lease") dated August 2, 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: _____

By: _____

Title: _____

Date: _____

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

1. This certificate with respect to qualified tax-exempt obligations (the "Certificate") is executed for the purpose of establishing that the Lease has been designed by Lessee as a qualified tax exempt obligation of Lessee for purposes of Section 265 (b) (3) (B) of the Tax Reform Act of 1986.
2. Lessee is a political subdivision of the State of Oklahoma and the lease is being issued by Lessee in calendar year **2021**.
3. No portion of the gross proceeds of the Lease will be used to make or finance loans to persons other than governmental units or be used in any trade or business carried on by any person other than a governmental unit.
4. The Lease is issued to provide financing as a qualified project bond within the meaning of the Act.
5. Including the Lease herein so designated, Lessee has not designated more than \$10,000,000.00 of obligations issued during calendar year **2021** as qualified tax-exempt obligations. Lessee reasonably anticipates that the total amount of qualified tax-exempt obligations to be issued by Lessee during the current calendar year will not exceed \$10,000,000.00.
6. Lessee reasonably anticipates that the total amount of qualified tax-exempt obligations to be issued by Lessee during the calendar year **2021** will not exceed \$10,000,000.00.
7. This Certificate is based on facts and circumstances in existence on this date.

IN WITNESS WHEREOF, I have set my hand this **2nd** day of **August, 2021**.

Lessee: **Pittsburg County**

By: _____

Ross Selman, Chairman

Attest: _____

Hope Trammell, County Clerk



August 2, 2021
Pittsburg County
115 E Carl Albert Parkway
McAlester OK 74501

Re: Lease Purchase Agreement for Equipment dated August 2, 2021, between, **Still Auto Inc. DBA: Missouri Fire Apparatus Lessor**, and **Pittsburg County, Lessee**.

Dear Board of County Commissioners:

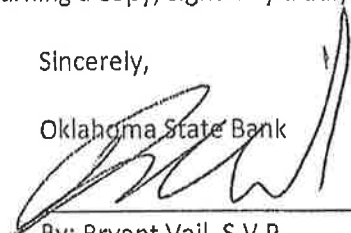
Please be advised that **Still Auto Inc. DBA: Missouri Fire Apparatus** has assigned and transferred to **Oklahoma State Bank, PO Box 278 Vinita OK 74301** all of its right, title and interest in and to the above-described Lease Purchase Agreement for Equipment, including title to the property leased thereunder and the right to receive lease payments. A copy of the assignment is enclosed for your file. Please note the fact of this assignment in your records (as required by Section 149(a) of the Internal Revenue Code of 1986) and make all further payments to:

Oklahoma State Bank
P.O. Box 278
Vinita, OK 74301

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

Sincerely,

Oklahoma State Bank


By: Bryant Vail, S.V.P.

ACKNOWLEDGED:

By:


Ross Selman, Chairman

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE entered into this 2nd day of August, 2021 by and Still Auto Inc. DBA: Missouri Fire Apparatus (herein "Assignor") and Oklahoma State Bank, PO Box 278 Vinita OK 74301 (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:

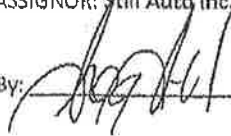
1. Assignor hereby assigns to Assignee its entire right, title and interest in and to that certain Lease Purchase Agreement for Equipment dated August 2, 2021 and entered into by and between Assignor and the Board of County Commissioners of Pittsburg County (herein "Lease"), together with Assignor's right to receive all rent and other monies thereunder, and all of Assignor's right title and interest in and to any guaranties or other rights and interest granted to Assignor to secure the payment due under the terms of the Lease.
2. Assignor represents, warrants and covenants to Assignee as follows:
 - (A) The Lease has been duly and validly executed by all parties thereto.
 - (B) No act of default in the Lease has occurred to date since the execution of this Assignment.
3. The rights and privileges of Assignee under this agreement shall inure to the benefits of its successors and assigns. All covenants, representations, warranties, and agreements of Assignor contained in this agreement shall bind Assignor's successors and assigns.
4. If any provision of this Agreement shall for any reasons be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and this Assignment shall be construed as if such invalid or unenforceable provision had never been contained herein.
5. It is the intention of the parties that this Agreement be governed by the laws of the state in which the Owner, as Identified in Section G on the schedule of the Lease, maintain its principal place of business.

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

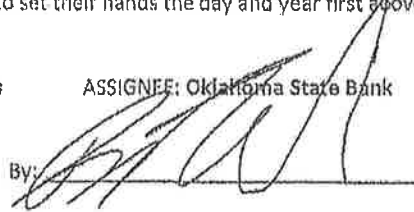
ASSIGNOR: Still Auto Inc, DBA: Missouri Fire Apparatus

ASSIGNEE: Oklahoma State Bank

By: _____



By: _____



Information Return for Tax-Exempt Governmental Bonds

(Rev. September 2018)

► Under Internal Revenue Code section 149(e)
► See separate instructions.

OMB No. 1545-0720

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.
► Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name Pittsburg County, Board of county Commissioners		2 Issuer's employer identification number (EIN) 736006407	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) Bryant Vall		3b Telephone number of other person shown on 3a 918-256-5585	
4 Number and street (or P.O. box if mail is not delivered to street address) 115 E Carl Aslbert Parkway	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code McAlester OK 74501		7 Date of issue 8-2-21	
8 Name of issue Lease/Purchase		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Hope Trammell, County Clerk		10b Telephone number of officer or other employee shown on 10a 918-423-6865	

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

11	Education	11		
12	Health and hospital	12		
13	Transportation	13		
14	Public safety	14		
15	Environment (including sewage bonds)	15		
16	Housing	16		
17	Utilities	17		
18	Other. Describe ► <u>Lease/Purchase</u>	18	150000	00
19a	If bonds are TANs or RANs, check only box 19a	► <input type="checkbox"/>		
19b	If bonds are BANs, check only box 19b	► <input type="checkbox"/>		
20	If bonds are in the form of a lease or installment sale, check box	► <input checked="" type="checkbox"/>		

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

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	8-2-21	\$ 150,000.00	\$	5 years	2.62 %

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

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

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

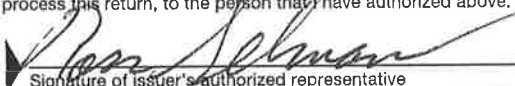
31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	_____	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded	_____	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	_____	
34	Enter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

Part VI Miscellaneous

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

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.


8/2/2021
Ross Selman, Chairman

Signature of issuer's authorized representative
Date
Type or print name and title

Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name ▶	Firm's EIN ▶			
	Firm's address ▶	Phone no.			

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Pittsburg County, Board of County Commissioners	
2 Business name/disregarded entity name , if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
<input checked="" type="checkbox"/> Other (see instructions) ▶ Governmental	
5 Address (number, street, and apt. or suite no.) See instructions. 115 E Carl Albert Parkway	Requester's name and address (optional)
6 City, state, and ZIP code McAlester OK 74501	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
7	3	-	6	0	0	6	4	0	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
<ul style="list-style-type: none"> Corporation 	Corporation
<ul style="list-style-type: none"> Individual Sole proprietorship, or Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes. 	Individual/sole proprietor or single-member LLC
<ul style="list-style-type: none"> LLC treated as a partnership for U.S. federal tax purposes, LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes. 	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
<ul style="list-style-type: none"> Partnership 	Partnership
<ul style="list-style-type: none"> Trust/estate 	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor [*]
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(j)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406 payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
7/30/2021

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY	PHONE (A/C. No., Ext): 918-341-2196	COMPANY National Union Fire Insurance of Pittsburgh PA 175 Water Street New York, NY 10038
The Burrows Agency 307 West Patti Page Blvd Claremore, OK 74017		

FAX (A/C. No.):	E-MAIL ADDRESS:

CODE:	SUB CODE:

AGENCY INSURED	LOAN NUMBER	POLICY NUMBER
Canadian Volunteer P.O. Box 255 Canadian, OK 74425		VFNU-TR-0006668

EFFECTIVE DATE	EXPIRATION DATE	CONTINUED UNTIL TERMINATED IF CHECKED
04/09/2021	04/09/2022	<input type="checkbox"/>

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION
1999 Ford #2462 also add a 2011 Freightliner E1 Pumper VIN# 1FVACYBS7BDAP6729

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

Liability Agreed Value	PERILS INSURED	BASIC COVERAGE / PERILS / FORMS	BROAD	SPECIAL	AMOUNT OF INSURANCE		DEDUCTIBLE
					1,000,000	150,000	
						Comp/Coll \$1000	

REMARKS (Including Special Conditions)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS

Oklahoma State Bank PO Box 278 Vinita, OK 74301	<input checked="" type="checkbox"/> ADDITIONAL INSURED	<input type="checkbox"/> LENDER'S LOSS PAYABLE	<input checked="" type="checkbox"/> LOSS PAYEE
	<input type="checkbox"/> MORTGAGEE	LOAN #	
AUTHORIZED REPRESENTATIVE <i>Dejane Pattermy</i>			

ACORD 27 (2016/03)

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July 28, 2021

Pittsburg County

Project: McAlister Court House; Building Automation System (BAS)

A resend visit to sight has determined the following. One, Main RS485 communication wiring issues in the network. Two, Slave RS485 communication wiring for VAV's not wired correctly. Three, Scheduling issues on several units. Four, Missing units on front end. Bindas Mechanical Solutions is recommending the following scope of work to for the ProLon Building Automation System, using existing hardware:

Included in the Scope of Work:

- Provide and pull new communication network wiring for:
 - PL-NC2000 Network controller
 - PL-FLEXIO Boiler controller
 - PL-M2000-RTU Rooftop controller, three (3)
 - PL-M2000-RTUS Standalone Rooftop controller, four (4)
- Inspect slave communication network between:
 - PL-M2000-RTU Rooftop controller, three (3)
 - PL-VC2000 Zone controller (VAV), fifty-four (54)
 - Isolate and wire communication from VAV's to correct RTU controller. Pull new wire as necessary
- Land all new communication wiring to network controllers
- Readdress PL-VC2000 controllers as necessary
- Check and land all slave communication wiring to correct RTU controller
- Check and test each controller for proper operation of field device
- Provide As-Built documents for Master and Slave communication wiring

Exclusions and Clarifications:

- Excluded are repair/replacement parts or labor not included in this proposal
- All service will be provided during normal business hours
- Any additional hardware

Bindas Mechanical Solutions is providing this proposal for the sum of:
Seventeen Thousand, Five Hundred Seventy-Three Dollars..... \$17,573.00

Thank you for allowing us to provide you with this proposal.

**George Bindas
Managing Member
Bindas Mechanical Solutions
918-728-1606 office
918-798-0686 cell**



TERMS AND CONDITIONS

1. BMS warrants that the workmanship hereunder shall be free from defects for ninety (90) days from date of installation. If any replacement part or item of equipment proves defective, BMS will extend to Customer the benefits of any warranty BMS has received from the manufacturer. Removal and installation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates then in effect.
2. Customer shall permit BMS free and timely access to areas and equipment, and allow BMS to start and stop the equipment as necessary to perform required service. All planned work under this agreement will be performed during BMS normal working hours.
3. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become forty five (45) days or more delinquent, BMS may stop all work under this agreement without notice and / or cancel this agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
4. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
5. Any alteration to, or deviation from, this agreement involving extra work, cost of material or labor will become an extra charge (fixed-price amount to be negotiated or on a time-and-material basis at BMS rates then in effect) over the sum stated in this agreement.
6. In the event BMS must commence legal action in order to recover any amount payable under this agreement, Customer shall pay BMS all court costs and attorney's fees incurred by BMS.
7. BMS shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by BMS employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
8. To the fullest extent permitted by law, Customer shall indemnify and hold harmless BMS , its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by any action or passive act or omission of customer, anyone directly or indirectly employed by customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of BMS .

Pittsburg County
Project: McAlister Court House, Building Automation System (BAS)

[Handwritten Signature]

Signature

Chairman, BoCC

Title

08/02/2021

Date



8263 North Owasso Expy, Suite G, Owasso, OK 74055
• 918/728-1606 •



Board of County Commissioners, Pittsburg County

*Charlie Rogers
District #1*

*Kevin Smith
District #2*

*Ross Selman
District #3*

August 2, 2021

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

RE: Quotes for rewiring communication network and the replacement of controllers, as necessary for the automation system of the Pittsburg County Courthouse HVAC system

Dear Mrs. Trammell,

Please be advised that maintenance supervisor, Adam Lawson, contacted several heating & air companies to request quotes for repairing the automation system of the HVAC system at the Pittsburg County Courthouse.

With the heat of summer upon us, this is an issue that must be addressed immediately and the following is a list of companies and their stance on a quote:

Custom Services - Will not travel to McAlester

Airco - Cannot get to us until sometime after August 6, 2021

Pace Heat & Air - Stated they would come and look at the system but failed to show up as stated.

Please accept this as an attempt to request additional quotes and that only one company answered our request and supplied a quote.

If you have any questions, please feel free to contact us at your convenience.

Sincerely,

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

Ross Selman
Chairman

**PITTSBURG COUNTY COMMISSIONER
AUGUST 2, 2021
MINUTES**

The Board of County Commissioners, Pittsburg County, met in regular session on August 2, 2021 at 9:00 A.M., Meeting held in County Commissioners Conference Room, after proper notice and agenda were posted indicating time and date. Agenda was posted at 8:26 A.M., July 30, 2021.

ROLL CALL: The meeting was called to order by Chairman Selman. Roll was called.

Ross Selman	Present
Kevin Smith	Present
Charlie Rogers	Present

3. APPROVAL OF AGENDA: Smith made a motion to approve the agenda with a correction to item 9D the amount should read 395,659.92; seconded by Rogers.

AYE: Ross Selman
Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

4. APPROVE/DISAPPROVE MEETING MINUTES:

A. REGULAR MEETING MINUTES FROM JULY 26, 2021: The minutes from the previous meeting, July 26, 2021 regular meeting were read. Smith made a motion to approve the minutes as read; seconded by Selman.

AYE: Ross Selman
Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

5. RECOGNITION OF GUESTS/PUBLIC COMMENTS: None.

6. OFFICIALS – DEPARTMENT REPORTS: None.

7. FISCAL TRANSACTIONS:

A. CLAIMS AND PURCHASE ORDERS: Selman made a motion to approve the purchase orders for payment after review and signature; seconded by Smith.

AYE: Ross Selman
Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

B. OFFICIAL’S MONTHLY REPORTS: None.

C. TRANSFERS: Smith made a motion to approve the transfers; seconded by Rogers.

AYE: Ross Selman
Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

D. BLANKET PURCHASE ORDERS:

DEPT	PO	AMOUNT	VENDOR
Building Maintenance	885	\$ 550.00	H2O Depot
Building Maintenance	886	\$ 400.00	Cintas
Assessor	887	\$ 500.00	Comdata

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August 2, 2021
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DEPT	PO	AMOUNT	VENDOR
Emergency Mgmt	888	\$ 106.00	Prokill
Emergency Mgmt	889	\$2,000.00	Comdata
Emergency Mgmt	890	\$ 40.00	OTA Pikepass
Emergency Mgmt	891	\$ 300.00	Cintas 1 st Aid
Health Department	892	\$ 120.00	St. Francis Health
Health Department	893	\$ 300.00	McAlester Regional Health center
Sheriff	894	\$7,500.00	Comdata
Jail	895	\$1,500.00	Comdata
Jail	896	\$ 700.00	Flowers Baking Co
Jail	897	\$ 250.00	H2O Depot
Jail	898	\$ 200.00	Locke Supply
Jail	899	\$ 50.00	Woods Pharmacy
Alderson Fire Dept	900	\$1,000.00	Comdata
Ashland Fire Dept	901	\$1,000.00	Comdata
Blanco Fire Dept	902	\$1,000.00	Comdata
Blanco Fire Dept	903	\$ 500.00	Kiamichi Automotive
Blue Fire Dept	904	\$1,000.00	Titus Snow
Blue Fire Dept	905	\$1,000.00	Comdata
Bugtussle Fire Dept	906	\$ 700.00	Comdata
Canadian Fire Dept	907	\$1,000.00	Comdata
Canadian Fire Dept	908	\$ 300.00	Eufaula Auto Parts
Canadian Shores Fire Dept	909	\$1,000.00	Comdata
High Hill Fire Dept	910	\$1,000.00	Comdata
Haileyville Fire Dept	911	\$1,000.00	Comdata
Haywood/Arpelar Fire Dept	912	\$1,000.00	Comdata
Highway 9 Fire Dept	913	\$1,000.00	Comdata
Indianola Fire Dept	914	\$1,000.00	Comdata
Russellville Fire Dept	915	\$1,000.00	Comdata
Russellville Fire Dept	916	\$1,000.00	Quinton Parts
Sam's Point Fire Dept	917	\$1,000.00	Comdata
Sam's Point Fire Dept	918	\$ 500.00	O'Reilly's
Sam's Point Fire Dept	919	\$ 500.00	Lowes
Shady Grove Fire Dept	920	\$1,000.00	Comdata
Tannehill Fire Dept	921	\$1,000.00	Comdata

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DEPT	PO	AMOUNT	VENDOR
District #1	922	\$1,000.00	Warren Power
District #2	923	\$3,000.00	Parrott Trucking
Canadian Shores Fire Dept	924	\$5,000.00	Myder Fire
District #1	925	\$1,000.00	OK Tire
District #1	926	\$1,500.00	T&W Tire
District #1	927	\$ 500.00	P&K Equipment
Asphalt Plant	932	\$ 500.00	Comdata
District #2	933	\$ 300.00	H2O Depot
District #2	934	\$ 100.00	OTA Pikepass
District #1	935	\$1,000.00	Comdata
Asphalt Plant	936	\$ 200.00	Cintas
Asphalt Plant	937	\$ 500.00	O'Reilly's
District #1	938	\$ 300.00	H2O Depot
Asphalt Plant	939	\$ 100.00	H2O Depot
District #1	940	\$ 100.00	OTA Pikepass
Animal Shelter	941	\$ 50.00	H2O Depot
Animal Shelter	942	\$ 75.00	Cintas
District #3	944	\$1,000.00	OK Tire
District #3	945	\$7,000.00	Comdata
District #2	946	\$ 200.00	Green Guard 1 st Aid
District #3	947	\$1,000.00	Kiamichi Automotive
District #3	948	\$ 500.00	O'Reilly's
District #2	950	\$2,000.00	Cintas
District #2	951	\$1,500.00	Kiamichi Automotive
District #3	953	\$ 100.00	OTA Pikepass
District #2	954	\$1,500.00	Rinker Automotive

Smith made a motion to approve the blanket purchase orders; seconded by Rogers.

AYE: Ross Selman
Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

E. FUEL BIDS: The following fuel bids were received.

VENDOR	UNLEADED NON ETHANOL	UNDYED LOW S. DIESEL	DYED LOW S. DIESEL	PROPANE
RAM INC.	2.7350	2.5100	2.5100	1.9900
HOOTEN	2.82824	2.57544	2.54894	No Bid
HOPKINS	2.7900	2.5400	2.5400	1.9900

Smith made a motion to award unleaded to Hopkins, undyed low sulfur diesel and dyed low sulfur diesel to Ram and propane to Ram and Hopkins with the stipulation that if the vendor cannot deliver, to move to the next lowest bidder; seconded by Rogers.

AYE: Ross Selman
Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

8. UNFINISHED BUSINESS:

A: APPROVE/DISAPPROVE MEMORANDUM OF UNDERSTANDING BETWEEN THE CHOCTAW NATION OF OKLAHOMA, BOARD OF COUNTY COMMISSIONERS AND THE PITTSBURG COUNTY SHERIFF FOR THE PURPOSE OF HOUSING AND CARING FOR DETAINEES OF THE CHOCTAW NATION OF OKLAHOMA: Smith made a motion to table the item from the agenda; seconded by Selman.

AYE: Ross Selman
Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

9. AGENDA ITEMS:

A. APPROVE/DISAPPROVE SUBDIVISION PLAT FOR PARADISE VALLEY SUBDIVISION, EMBRACED IN SECTION 23, TOWNSHIP 03 NORTH, RANGE 14 EAST – DISTRICT 2: Jenny McCulley presented the plat to the board. Smith stated that the subdivision is Paradise Valley and is being platted by Classic Country. Smith made a motion to approve the plat as signed; seconded by Selman.

AYE: Ross Selman
Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

B. VERBALLY APPROVE/DISAPPROVE RENEWAL MAINTENANCE CONTRACT PROPOSAL BETWEEN COUNTY CLERK AND MILLER OFFICE EQUIPMNET: Hope Trammell explained the maintenance contract stated the annual contract is in the amount of \$1,378.77. Smith made a motion to approve the maintenance contract; seconded by Selman.

AYE: Ross Selman
Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

C. APPROVE/DISAPPROVE AGREEMENT FOR COPY PAPER BETWEEN COUNTY CLERK AND PIONEER ABSTRACT COMPNAY OF MCALESTER: Trammell explained the copy paper agreement. Selman made a motion to approve the agreement; seconded by Smith.

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AYE: Ross Selman
Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

D. APPROVE/DISAPPROVE PAY APPLICATION NO. 3 FOR THE LAKEVIEW ROAD PROJECT, IN THE AMOUNT OF \$410,659.92: Smith stated that correct amount of \$395,659.92. Selman made a motion to approve the payment application; seconded by Rogers.

AYE: Ross Selman
Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

E. APPROVE/DISAPPROVE LEASE DOCUMENTS FOR ONE (1), 2011 USED PUMPER FOR CANADIAN VFD: Smith stated that the lease is in the amount of \$150,000.00 for 60 months. Smith made a motion to approve the lease documents; seconded by Selman.

AYE: Ross Selman
Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

F: DISCUSSION AND POSSIBLE ACTION ON AWARDED QUOTE FOR THE REWIRING OF COMMUNICATION NETWORK AND THE REPLACEMENT OF CONTROLLERS, AS NECESSARY FOR THE PROLONGED AUTOMATION SYSTEM OF THE PITTSBURG COUNTY COURTHOUSE HVAC SYSTEM: The following quotes were received.

VENDOR	AMOUNT
Bindas Mechanical Solutions	\$17,573.00
Customer Services	Will not travel to McAlester
Airco	Cannot respond until after August 6 th
Pace Heat & Air	Did not respond

Selman explained that only one vendor returned a quote. Smith asked if the control system would work if at a later date the units were replaced. Smith explained that the current system cannot be balanced without the controls and that some areas are extremely hot while other areas are cold. Smith made a motion to award the project to BMS; seconded by Selman.

AYE: Ross Selman
Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

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: Randy Dobbs stated Thursday evening that there was a car running about 70 mph that hit a dog and that he could not get a response from the sheriff office or Kiowa PD. Dobbs also stated that Wednesday they ran over a neighbors mailbox. Dobbs stated that he would like to see patrols in the area.

Megan Wollam with Pafford asked if the Commissioners had any issues. The commissioners stated that at this time they have not been informed of any new issues.

11. ROAD CROSSING PERMIT: None.

12. 10:00 A.M. – BID OPENINGS: None.

13. 10:00 A.M. – PUBLIC HEARINGS: None.

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14. ADJOURNMENT/RECESS: There being no further business brought before the board; Selman made a motion to adjourn; seconded by Smith.

AYE: Ross Selman
Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed. Meeting Adjourned.

Purchase Orders By Account

Fiscal Year : 2021-2022

Date Range: 08/02/2021 to 08/02/2021

PO	Warrant No.	Vendor Name	Purpose	Amount
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Animal Shelter

1316-1-8020-2005

000855	000055	ACC BUSINESS	MONTHLY SERVICE	\$ 253.41
000882	000056	CENTER POINT ENERGY ARKLA	MONTHLY SERVICE	\$ 606.60
			Total:	\$ 860.01

CARES

1565-1-2000-2005

000327	000001	UNITED RENTALS	EQUIPMENT RENTAL	\$ 1,326.00
000774	000002	DATASCOUT LLC	SOFTWARE	\$ 13,230.00
			Total:	\$ 14,556.00

1565-1-2000-4110

000833	000003	PLANT & MACHINERY INC.	EQUIPMENT PURCHASE	\$ 2,537.00
			Total:	\$ 2,537.00

Donations

1235-6-4300-4157

000816	000002	BUILT RIGHT CONSTRUCTION LLC	OVERLAY PROJECT	\$ 107,666.28
			Total:	\$ 107,666.28

General

0001-1-0100-2005

000407	000274	STAPLES CREDIT PLAN	OFFICE SUPPLIES	\$ 72.49
000678	000275	VARI SALES CORPORATION	DESK	\$ 355.50
			Total:	\$ 427.99

0001-1-0600-2005

000860	000276	ACC BUSINESS	MONTHLY SERVICE	\$ 202.72
			Total:	\$ 202.72

0001-1-1000-2005

000858	000277	ACC BUSINESS	MONTHLY SERVICE	\$ 202.73
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PO	Warrant No.	Vendor Name	Purpose	Amount
General				
0001-1-1000-2005				
			Total:	\$ 202.73
0001-1-1400-1310				
000712	000278	SMITH, PAMELA L.	TRAVEL	\$ 206.65
000713	000279	FORD, MARY E.	TRAVEL	\$ 33.03
			Total:	\$ 239.68
0001-1-1600-2005				
000795	000280	DATASCOUT LLC	ANNUAL LICENSE FEE	\$ 2,490.18
000856	000281	ACC BUSINESS	MONTHLY SERVICE	\$ 202.73
			Total:	\$ 2,692.91
0001-1-1700-2005				
000794	000282	DATASCOUT LLC	LICENSING FEES	\$ 2,490.17
000823	000283	XEROX CORPORATION	COPIER LEASE	\$ 217.69
			Total:	\$ 2,707.86
0001-1-2000-2005				
000777	000284	KEDDO	MEMBERSHIP	\$ 1,596.00
			Total:	\$ 1,596.00
0001-1-2200-2005				
000859	000285	ACC BUSINESS	MONTHLY SERVICE	\$ 202.73
			Total:	\$ 202.73
0001-1-2500-2005				
000778	000286	KELLPRO SOFTWARE & TECHNOLOG	WEB SITE FEE	\$ 3,000.00
			Total:	\$ 3,000.00
0001-1-3300-2005				
000768	000287	A-1 MINI STORAGE	STORAGE RENTAL	\$ 35.00
000775	000288	MCALESTER NEWS CAPITAL & DEM.	PUBLICATION	\$ 717.15
			Total:	\$ 752.15
0001-2-0400-1310				
000032	000289	HOMWOOD SUITES BY HILTON	LODGING	\$ 288.00
000504	000290	DANIELS, JEFFREY JOHN-T	TRAVEL	\$ 106.22
			Total:	\$ 394.22

PO	Warrant No.	Vendor Name	Purpose	Amount
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General

0001-2-2700-2005

000848	000291	CANON FINANCIAL SERVICES	COPIER LEASE	\$ 135.00
000875	000292	CITY OF MCALESTER	MONTHLY SERVICE	\$ 242.33
000876	000293	ACC BUSINESS	MONTHLY SERVICE	\$ 253.41
000877	000294	LINGO COMMUNICATIONS	MONTHLY SERVICE	\$ 103.34
			Total:	\$ 734.08

0001-5-0900-2005

000863	000295	ACC BUSINESS	MONTHLY SERVICE	\$ 253.41
			Total:	\$ 253.41

0001-6-0800-1310

000843	000296	SELMAN, WILLIAM R.	TRAVEL EXPENSES	\$ 33.55
			Total:	\$ 33.55

0001-6-0800-2005

000772	000297	MILLER OFFICE EQUIPMENT	COPY OVERAGES	\$ 17.15
000782	000298	KELLPRO SOFTWARE & TECHNOLOG	SOFTWARE	\$ 4,677.00
000857	000299	ACC BUSINESS	MONTHLY SERVICE	\$ 202.73
			Total:	\$ 4,896.88

Health

1216-3-5000-2005

000011	000023	PRO KILL INC.	PEST CONTROL	\$ 158.00
000012	000024	SHRED-IT	MONTHLY SERVICE	\$ 220.27
000297	000025	THE HOME DEPOT PRO	JANITORIAL SUPPLIES	\$ 531.27
000440	000026	WALMART COMMUNITY CARD	PROGRAM SUPPLIES	\$ 68.12
000846	000027	PITNEY BOWES	POSTAGE METER LEASE	\$ 864.24
			Total:	\$ 1,841.90

Highway

1102-6-4300-2005

000195	000222	DOLESE	5/8" #3 COVER CHIPS	\$ 6,483.64
000196	000223	DOLESE	3/4" #1 COVER CHIPS	\$ 4,282.05
			Total:	\$ 10,765.69

Hwy-ST

PO	Warrant No.	Vendor Name	Purpose	Amount
Hwy-ST				
1313-6-8040-2005				
000378	000141	DOLESE	3/8" COVER CHIPS	\$ 7,399.27
000454	000142	DOLESE	#4 SCREENINGS	\$ 4,685.68
000666	000143	RAM INC	FUEL	\$ 4,368.35
000715	000144	G.C. RENTAL CENTER	PLANT SUPPLIES	\$ 30.00
000718	000145	ASPHALT & FUEL SUPPLY	PG 64-22	\$ 11,887.35
000784	000146	ASPHALT & FUEL SUPPLY	PG 64-22	\$ 11,455.70
000786	000147	ASPHALT & FUEL SUPPLY	PG 64-22	\$ 12,061.95
000819	000148	RAM INC	FUEL	\$ 5,233.56
000821	000149	REPUBLIC SERVICES # 375	MONTHLY SERVICE	\$ 195.31
000851	000150	ASPHALT & FUEL SUPPLY	PG 64-22	\$ 11,882.50
			Total:	\$ 69,199.67

1313-6-8041-2005				
000002	000151	STIGLER STONE	1" CRUSHER RUN	\$ 3,999.68
000119	000152	T & W TIRE	TIRES & SERVICES	\$ 1,202.00
000123	000153	WELDON PARTS INC.	PARTS	\$ 149.80
000130	000154	LINDLEYS GROCERY	INMATE LUNCHES	\$ 143.58
000205	000155	DOLESE	1 1/2" CRUSHER RUN	\$ 4,589.02
000316	000156	KIAMICHI AUTOMOTIVE WAREHOUSE	PARTS & SHOP SUPPLIE	\$ 223.19
000672	000157	T & W TIRE	TIRES & SERVICES	\$ 305.40
000697	000158	T & W TIRE	TIRES & SERVICES	\$ 1,337.69
000766	000159	LONGTOWN RW&S DIST. #1	MONTHLY SERVICE	\$ 33.00
000769	000160	RAM INC	FUEL	\$ 4,584.61
000826	000161	STANDARD MACHINE & WELDING	PARTS & SHOP SUPPLIE	\$ 152.85
000878	000162	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 58.92
000879	000163	CANADIAN VALLEY TELEPHONE	MONTHLY SERVICE	\$ 40.37
			Total:	\$ 16,820.11

1313-6-8042-2005				
000157	000164	P & K EQUIPMENT	EQUIP PARTS	\$ 283.93
000281	000165	STANDARD MACHINE & WELDING	HOSE	\$ 53.10
000302	000166	STEWART MARTIN EQUIPMENT	FILTERS	\$ 433.71
000394	000167	P & K EQUIPMENT	PARTS & SHOP SUPPLIE	\$ 68.44
000457	000168	DIAMOND MOWERS	PARTS	\$ 1,680.98
000517	000169	PARROTT TRUCKING	HAULING	\$ 1,231.20
000600	000170	ADAMS TRUE VALUE	PARTS	\$ 37.00
000629	000171	RAM INC	FUEL	\$ 6,095.60
000650	000172	MILLER GLASS CO.	LABOR	\$ 175.00
000660	000173	ATWOODS	SHOP SUPPLIES	\$ 329.99
000710	000174	KIRBY SMITH INC.	GRADER BLADES	\$ 3,167.70
000720	000175	STONE ELECTRIC	LABOR	\$ 131.53
000771	000176	ALEXANDER S REFRIGERATION	A/C REPAIRS	\$ 235.00
000828	000177	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 103.44

PO	Warrant No.	Vendor Name	Purpose	Amount
Hwy-ST				
1313-6-8042-2005				
000829	000178	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 441.44
000839	000179	MCELROY, JILL	CONTRACT SERVICES	\$ 350.00
			Total:	\$ 14,818.06
1313-6-8043-2005				
000790	000180	KELLPRO SOFTWARE & TECHNOLOG	SOFTWARE	\$ 2,000.00
000813	000181	VYVE BROADBAND	MONTHLY SERVICE	\$ 110.95
000881	000182	CENTER POINT ENERGY ARKLA	MONTHLY SERVICE	\$ 101.32
			Total:	\$ 2,212.27
Jail-ST				
1315-2-8034-2005				
000642	000079	LOCKE HEATING & COOLING SUPPLY	MAINTENANCE SUPPLIE	\$ 1,565.30
000861	000080	ACC BUSINESS	INTERNET SERVICE	\$ 253.41
			Total:	\$ 1,818.71
1315-2-8034-2012				
000806	000081	US FOODS	INMATE GROCERIES	\$ 2,306.40
000817	000082	PERFORMANCE FOODSERVICE - LITT	INMATE GROCERIES	\$ 1,150.71
			Total:	\$ 3,457.11
Rural Fire-ST				
1321-2-8202-2005				
000849	000048	RLI	SURETY BOND	\$ 245.00
			Total:	\$ 245.00
1321-2-8204-2005				
000474	000049	CARCO INC.	TRUCK REPAIRS	\$ 3,987.04
			Total:	\$ 3,987.04
1321-2-8205-2005				
000217	000050	HOPKINS PROPANE	PROPANE	\$ 398.00
			Total:	\$ 398.00
1321-2-8206-2005				
000834	000051	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 71.00
000835	000052	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 93.64

PO	Warrant No.	Vendor Name	Purpose	Amount
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Rural Fire-ST

1321-2-8206-2005

000836	000053	REPUBLIC SERVICES # 375	MONTHLY SERVICE	\$ 169.37
			Total:	\$ 334.01

1321-2-8214-2005

000838	000054	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 93.14
			Total:	\$ 93.14

1321-2-8216-2005

000787	000055	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 171.05
			Total:	\$ 171.05

1321-2-8225-2005

000824	000056	H & H ALARM CO INC	MONTHLY SERVICE	\$ 35.00
000825	000057	KIAMICHI ELECTRIC COOPERATIVE		\$ 82.41
000880	000058	RURAL WATER DIST #18	MONTHLY SERVICE	\$ 200.00
			Total:	\$ 317.41

1321-2-8227-2005

000832	000059	THE BURROWS AGENCY	INSURANCE	\$ 104.00
			Total:	\$ 104.00

SH Commissary

1223-2-0400-2005

000639	000011	COMMISSARY EXPRESS	INMATE COMMISSARY	\$ 3,111.72
000804	000012	US FOODS	INMATE COMMISSARY	\$ 87.37
			Total:	\$ 3,199.09

SH Svc Fee

1226-2-3400-2005

000704	000094	ADAMS TRUE VALUE	LAWN CARE	\$ 140.00
000707	000095	LOWES	PAINT SPRAYER	\$ 112.63
000803	000096	KIAMICHI ELECTRIC COOPERATIVE	UTILITIES: TOWER #2	\$ 67.09
000810	000097	INDIAN NATION WHOLESALE CO.	MAINTENANCE SUPPLIE	\$ 323.76
000812	000098	US FOODS	JAIL KITCHEN SUPPLIES	\$ 14.30
			Total:	\$ 657.78

PO	Warrant No.	Vendor Name	Purpose	Amount
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SH Svc Fee

1226-2-3400-2030

000811	000099	US FOODS	KITCHEN MAINTENANCE	\$ 265.04
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Total: \$ 265.04

1226-2-3400-4130

000706	000100	WELCH STATE BANK	LEASE PMTS	\$ 578.73
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000708	000101	WELCH STATE BANK	LEASE PMTS	\$ 586.55
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Total: \$ 1,165.28

Grand Total: \$ 275,826.56

Purchase Orders By Account

Fiscal Year : 2020-2021

Date Range: 08/02/2021 to 08/02/2021

PO	Warrant No.	Vendor Name	Purpose	Amount
General				
0001-1-0100-2005				
010529	004433	STAPLES CREDIT PLAN	TONER	\$ 329.89
			Total:	\$ 329.89
0001-1-1700-4110				
010594	004434	AF3 TECHNICAL SOLUTIONS, LLC	TABLET	\$ 4,119.32
			Total:	\$ 4,119.32
0001-1-2200-2005				
010008	004435	FIFTH QUARTER PRINTING AND EMBR	UNIFORM SHIRTS	\$ 49.00
			Total:	\$ 49.00
Hwy-ST				
1313-6-8041-2005				
010630	003020	PATRIOT AUTO GROUP	LABOR AND PARTS	\$ 47.36
			Total:	\$ 47.36
1313-6-8042-2005				
010485	003021	KC FARM MACHINERY	PIPE	\$ 2,375.67
			Total:	\$ 2,375.67
Rural Fire-ST				
1321-2-8207-4110				
008245	001269	CHIEF FIRE & SAFETY	BUNKER GEAR	\$ 4,620.00
			Total:	\$ 4,620.00
1321-2-8208-2005				
009741	001270	COMDATA	FUEL	\$ 114.33
			Total:	\$ 114.33
1321-2-8226-4110				
006520	001271	CHIEF FIRE & SAFETY	BUNKER GEAR	\$ 54,900.00
			Total:	\$ 54,900.00

PO

Warrant No. Vendor Name

Purpose

Amount

Grand Total: \$ 66,555.57