

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

FILED

DATE: OCTOBER 18, 2021

TIME: 9:00 A.M.

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

OCT 15 2021
8:55 AM
HOPE TRAMMELL, COUNTY CLERK
PITTSBURG COUNTY
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 October 11, 2021

5. RECOGNITION OF GUESTS/PUBLIC COMMENTS

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

6. OFFICIALS - DEPARTMENT REPORTS

A. COMMISSIONERS

i. Juvenile Detention Center Report for September 2021

7. FISCAL TRANSACTIONS

A. CLAIMS AND PURCHASE ORDERS

B. TRANSFERS

C. MONTHLY REPORTS

D. BLANKET PURCHASE ORDERS

E. FUEL BIDS

8. UNFINISHED BUSINESS

None.

9. AGENDA ITEMS

- A. Judge Hogan to Address the Board regarding the placement of a US Flag in the first floor lobby of the courthouse
- B. Tony Strappered with Carrier to address the board regarding HVAC at the Pittsburg County Courthouse and Expo Center
- C. Approve/Disapprove Eufaula Lake, OK License No. DACW56-3-22-018, Renewal of Expired License No. DACW56-3-17-044 between the US Army Corp of Engineers and District 1 for the maintenance and operation of a boat ramp located in Section 5, Township 7 North, Range 16 East
- D. Approve/Disapprove Leave Purchase Agreement for One (1) Caterpillar 140 Motor grader between Warren Cat and District 1
- E. Accept/Deny application letter to establish a private cemetery in Section 17, Township 6 North, Range 15 East - District 3
- F. Approve/Disapprove Public Hearing Notice to establish a private cemetery in Section 17, Township 6 North, Range 15 East - District 3
- G. Approve/Disapprove amended 21-ARPA-01 regarding ARPA Project No. 21.002
- H. Approve/Disapprove Memorandum of Understanding between Emergency Management and the American Red Cross
- I. Resolution 22-086 rescind approval of plat for Painted Horse Subdivision - District 2
- J. Approve/Disapprove Plat for Painted Horse Subdivision - District 2
- K. Resolution 22-087 to Sell Abandoned Property - Sheriff
- L. Resolution 22-088 to Cancel Purchase Order - ARPA
- M. Resolution 22-089 to Deposit Check - District 3
- N. Resolution 22-090 to Declare Items Surplus - District 1
- O. Resolution 22-091, Notice to Bid for Regular Ballots, Absentee Ballots, and Sample Ballots - Election Board
- P. Resolution 22-092 to Cancel Purchase Orders - District 1
- Q. Resolution 22-093 to Cancel Purchase Order - Assessor
- R. Resolution 22-094 to Cancel Purchase Order - High Hill VFD
- S. Resolution 22-095 to Cancel Purchase Order - Blue VFD
- T. Resolution 22-096 to Cancel Purchase Order - County Clerk
- U. Resolution 22-097 to Cancel Purchase Order - BOCC
- V. Resolution 22-098 to Cancel Purchase Orders - Bugtussle VFD
- W. Resolution 22-099 to Cancel Purchase Orders - Tannehill VFD
- X. Resolution 22-100 to Cancel Purchase Order - Kiowa VFD
- Y. Resolution 22-101 to Cancel Purchase Orders - Emergency Management
- Z. Resolution 22-102 to Cancel Purchase Orders - Sheriff
- AA. Resolution 22-103 to Cancel Purchase Orders - General
- BB. Resolution 22-104 to Cancel Purchase Order - BOCC

- CC. Resolution 22-105 to Cancel Purchase Orders - District 2
- DD. Resolution 22-106 to Cancel Purchase Orders - District 3

EE. Executive Session:

- i. Conduct Interview(s) for the Position of Expo Center Manager, pursuant to Oklahoma Statutes, Title 25 § 307(B)(1)

10. NEW BUSINESS

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

11. ROAD CROSSING PERMIT

- A. Pittsburg County Rural Water District #11 (waterline) - District 2

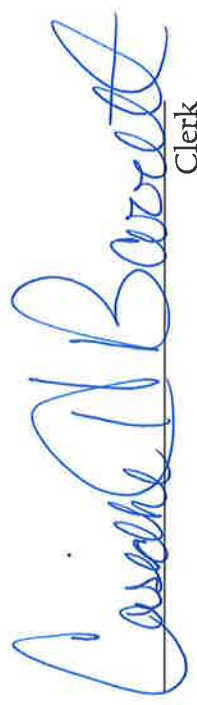
12. 10:00 A.M. - BID OPENINGS

None.

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

None.

14. RECESS OR ADJOURNMENT



Cassie A. Barrett
Clerk

**PITTSBURG COUNTY COMMISSIONER
OCTOBER 18, 2021
MEETING MINUTES**

The Board of County Commissioners, Pittsburg County, met in regular session on October 18, 2021 at 9:00 A.M., Meeting held in the County Commissioners Conference Room, after proper notice and agenda were posted indicating time and date. Agenda was posted at 8:55 A.M., October 15, 2021.

1. CALL MEETING TO ORDER: The meeting was called to order by Vice-Chairman Smith.

2. ROLL CALL: Roll was called.

Ross Selman	Absent
Kevin Smith	Present
Charlie Rogers	Present

3. APPROVAL OF AGENDA: Smith made a motion to approve the agenda with corrections to item 9B to read Tony Stafford and to item 9D to read lease not leave; seconded by Rogers.

AYE: Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

4. APPROVE/DISAPPROVE MINUTES FROM:

A. REGULAR MEETING MINUTES FROM OCTOBER 11, 2021: The minutes from the previous meeting, October 11, 2021 regular meeting were read. Smith made a motion to approve the minutes; seconded by Rogers.

AYE: Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

5. RECOGNITION OF GUESTS/PUBLIC COMMENTS: None.

6. OFFICIALS – DEPARTMENT REPORTS:

A. COMMISSIONERS:

i. JUVENILE DETENTION CENTER REPORT FOR SEPTEMBER 2021: The board reviewed the juvenile detention center report. Smith made a motion to accept the report; seconded by Rogers.

AYE: Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

7. FISCAL TRANSACTIONS:

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

AYE: Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

B. TRANSFERS: Smith made a motion to approve all transfers; seconded by Rogers.

AYE: Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

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C. MONTHLY REPORTS: Smith made a motion to approve the monthly reports of officers; seconded by Rogers.

AYE: Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

D. BLANKET PURCHASE ORDERS:

DEPT	PO	AMOUNT	VENDOR
Sheriff	3408	\$ 400.00	O'Reilly's
Jail	3409	\$ 200.00	Locke Supply
District #1	3410	\$1,500.00	Cintas
District #1	3411	\$ 500.00	Kiamichi Automotive
District #1	3412	\$ 200.00	Lindley's Grocery
District #1	3413	\$ 500.00	O'Reilly's
District #1	3414	\$ 500.00	P&K Equipment
District #3	3416	\$1,000.00	OK Tire
District #3	3417	\$1,000.00	Kiamichi Automotive
District #3	3418	\$2,200.00	Cintas
District #2	3419	\$1,500.00	Kiamichi Automotive

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

AYE: 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.	2.7700	2.8300	2.8300	2.4900
HOOTEN	2.85174	2.92134	2.92484	No Bid
HOPKINS	2.7600	2.8500	2.8500	2.4900

Rogers 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 fuel cannot be delivered to move to the next lowest bidder; seconded by Smith.

AYE: Kevin Smith
 Charlie Rogers

NAY: None.

Motion Passed.

8. UNFINISHED BUSINESS: None.

9. AGENDA ITEMS:

The board moved down the agenda to item 9B.

B. TONEY STAFFORD WITH CARRIER TO ADDRESS THE BOARD REGARDING HVAC AT THE PITTSBURG COUNTY COURTHOUSE AND EXPO CENTER: Tony Stafford presented the board with estimate quotes for the HVAC at the expo center. Stafford explained the work to be done at the expo center. Smith asked about the boiler. Stafford stated that it does not need to be replaced. Stafford explained the air handler and stated that the chiller will need to be replaced. Stafford also stated that 19 units and the tower will need to be replaced. Stafford estimated \$850,000.00 for the work to be performed on the east end of the building. Stafford said that they have estimated occupancy on the arena at 3,000 people to figure the needs for heat and air with the estimate of \$1,350,000.00 for the work to be performed.

Stafford stated the system at the courthouse is not doing what it was specked for. Stafford stated that the courthouse system is not balanced and that there will need to be duct work changes. Stafford what units will be needed and that they have not calculated the expense at the courthouse but he would estimate it at \$900,000.00. Smith asked about engineering needing to be redone. Stafford stated that engineering would help a lot. Smith stated that the heat works better than the air at the courthouse. Stafford what will be needed by the engineer.

The board moved back up the agenda to item 9A.

A. JUDGE HOGAN TO ADDRESS THE BOARD REGARDING THE PLACEMENT OF A US FLAG IN THE FIRST FLOOR LOBBY OF THE COURTHOUSE: Judge Hogan stated that he wanted to put it in the breezeway but it would not be seen from outside. Judge Hogan stated that he would like to put a flag in the lobby, big enough to be seen, Hogan stated that the American flag would like nice there. Smith stated that they would look at the situation and measure the height of the ceiling to determine size and placement and check the lighting.

The board moved back down the agenda to item 9C.

C. APPROVE/DISAPPROVE EUFAULA LAKE, OK LICENSE NO. DACW56-3-22-018, RENEWAL OF EXPIRED LICENSE NO. DACW56-3-17-044 BETWEEN THE US ARMY CORP OF ENGINEERS AND DISTRICT 1 FOR THE MAINTENANCE AND OPERATION OF A BOAT RAMP LOCATED IN SECTION 5, TOWNSHIP 7 NORTH, RANGE 16 EAST: Smith explained that this is for the upkeep of the boat ramp to keep it open. Smith made a motion to approve the license; seconded by Rogers.

AYE: Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

D. APPROVE/DISAPPROVE LEASE PURCHASE AGREEMENT FOR ONE (1) CATERPILLAR 140 MOTOR GRADER BETWEEN WARREN CAT AND DISTRICT 1: Rogers made a motion to approve the lease purchase agreement; seconded by Smith.

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AYE: Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

E. ACCEPT/DENY APPLICATION LETTER TO ESTABLISH A PRIVATE CEMETERY IN SECTION 17, TOWNSHIP 6 NORTH, RANGE 15 EAST – DISTRICT 3: Smith made a motion to table the item from the agenda; seconded by Rogers.

AYE: Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

F. APPROVE/DISAPPROVE PUBLIC HEARING NOTICE TO ESTABLISH A PRIVATE CEMETERY IN SECTION 17, TOWNSHIP 6 NORTH, RANGE 15 EAST – DISTRICT 3: Smith made a motion to table the item from the agenda; seconded by Rogers.

AYE: Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

G. APPROVE/DISAPPROVE AMENDED 21-ARPA-01 REGARDING ARPA PROJECT NO. 21-002: Sandra Crenshaw explained the amendment. Smith read the resolution. Smith made a motion to approve the amended resolution; seconded by Rogers.

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AYE: Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

H. APPROVE/DISAPPROVE MEMORANDUM OF UNDERSTANDING BETWEEN EMERGENCY MANAGEMENT AND THE AMERICAN RED CROSS: Smith made a motion to table the item from the agenda; seconded by Rogers.

AYE: Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

I. RESOLUTION 22-086 TO RESCIND APPROVAL OF PLAT FOR PAINTED HORSE SUBDIVISION – DISTRICT 2: Smith stated that the plat had errors to the lot numbers. Smith made a motion to rescind the approval of the plat; seconded by Rogers.

AYE: Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

J. APPROVE/DISAPPROVE PLAT FOR PAINTED HORSE SUBDIVISION – DISTRICT 2: Smith made a motion to approve the plat and not accepting the roads as county roads; seconded by Rogers.

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AYE: Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

K. RESOLUTION 22-087 TO SELL ABANDONED PROPERTY SHERIFF: Sheriff Morris explained the selling of abandoned property. Smith read the resolution stated that the property to be sold is listed. Smith made a motion to approve the resolution; seconded by Rogers.

AYE: Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

L. RESOLUTION 22-088 TO CANCEL PURCHASE ORDER - ARPA: Smith made a motion to table the item from the agenda; seconded by Rogers.

AYE: Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

M. RESOLUTION 22-089 TO DEPOSIT CHECK – DISTRICT 3: Smith read the resolution. Smith made a motion to approve the resolution; seconded by Rogers.

AYE: Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

N. RESOLUTION 22-090 TO DECLARE ITEMS SURPLUS DISTRICT 1: Smith read the resolution listing the following items.

DESCRIPTION	ITEM NO.	VIN/SERIAL
1998 International Dump Truck	D1-302-168	2HSFMAHR5WC046651
White w/orange 2014 Western Star	D1-302.181	5KJJAVDV6EPV1431
2003 Mack Truck	D1-301.173	1MEAG11C53M004004

Smith made a motion to approve the resolution; seconded by Rogers.

AYE: Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

O. RESOLUTION 22-091, NOTICE TO BID FOR REGULAR BALLOTS, ABSENTEE BALLOTS, AND SAMPLE BALLOTS – ELECTION BOARD: Smith read the resolution. Smith made a motion to approve the resolution; seconded by Rogers.

AYE: Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

P. RESOLUTION 22-092 TO CANCEL PURCHASE ORDERS – DISTRICT 1: Smith read the resolution stating purchase orders 3640 and 7529. Smith made a motion to approve the resolution; seconded by Rogers.

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AYE: Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

Q. RESOLUTION 22-093 TO CANCEL PURCHASE ORDER - ASSESSOR: Smith read the resolution stating purchase order 2650. Rogers made a motion to cancel the purchase order; seconded by Smith.

AYE: Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

R. RESOLUTION 22-094 TO CANCEL PURCHASE ORDER – HIGH HILL VFD: Smith read the resolution stating purchase order 9742. Rogers made a motion to cancel the purchase order; seconded by Smith.

AYE: Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

S. RESOLUTION 22-095 TO CANCEL PURCHASE ORDER – BLUE VFD: Smith read the resolution stating purchase order 9737. Rogers made a motion to cancel the purchase order; seconded by Smith.

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AYE: Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

T. RESOLUTION 22-096 TO CANCEL PURCHASE ORDER – COUNTY CLERK: Smith read the resolution stating purchase order 5260. Rogers made a motion to cancel the purchase order; seconded by Smith.

AYE: Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

U. RESOLUTION 22-097 TO CANCEL PURCHASE ORDER – BOCC: Smith read the resolution stating purchase order 8001. Rogers made a motion to cancel the purchase order; seconded by Smith.

AYE: Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

V. RESOLUTION 22-098 TO CANCEL PURCHASE ORDERS – BUGTUSSLE VFD: Smith read the resolution stating purchase orders 3383 and 9738. Rogers made a motion to cancel the purchase orders; seconded by Smith.

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AYE: Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

W. RESOLUTION 22-099 TO CANCEL PURCHASE ORDERS – TANNEHILL VFD: Smith read the resolution stating purchase orders 2695 and 5351. Rogers made a motion to cancel the purchase orders; seconded by Smith.

AYE: Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

X. RESOLUTION 22-100 TO CANCEL PURCHASE ORDERS – KIOWA VFD: Smith read the resolution stating purchase orders 3521 and 3522. Rogers made a motion to cancel the purchase orders; seconded by Smith.

AYE: Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

Y. RESOLUTION 22-101 TO CANCEL PURCHASE ORDERS – EMERGENCY MANAGEMENT: Smith read the resolution stating purchase orders 6245, 6995, 6996, 6998, 7850, 8908, 9177 and 9730. Rogers made a motion to cancel the purchase orders; seconded by Smith.

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AYE: Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

Z. RESOLUTION 22-102 TO CANCEL PURCHASE ORDERS – SHERIFF: Smith read the resolution stating purchase orders 2483, 5660, 5777, 5856, 6735, 7673, 8515, 9056 and 10350. Smith made a motion to cancel the purchase orders; seconded by Rogers.

AYE: Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

AA. RESOLUTION 22-103 TO CANCEL PURCHASE ORDERS – GENERAL: Smith read the resolution stating purchase orders 645, 2948, 2949, 3312, 3540, 5099, 5371, 5524, 6232, 6574, 10208, 10331, 10332 and 10333. Rogers made a motion to cancel the purchase orders; seconded by Smith.

AYE: Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

BB. RESOLUTION 22-104 TO CANCEL PURCHASE ORDER – BOCC: Smith read the resolution stating purchase order 10504. Smith made a motion to approve the resolution; seconded by Rogers.

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AYE: Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

CC. RESOLUTION 22-105 TO CANCEL PURCHASE ORDERS – DISTRICT 2: Smith read the resolution stating purchase orders 4670, 5258, 7583, 9181, 9284, 10080, 10221, 10336, 739, 799, 3139, 4738, 5474, 7036, 7215, 8781, 8953, 9042, 9762, 9776, 9782 and 10229. Smith made a motion to cancel the purchase orders; seconded by Rogers.

AYE: Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

DD. RESOLUTION 22-106 TO CANCEL PURCHASE ORDERS – DISTRICT 3: Smith read the resolution stating purchase orders 9944, 9945, 9864, 3341, 4749 and 5685. Rogers made a motion to cancel the purchase orders; seconded by Smith.

AYE: Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

The board moved down the agenda to item 11.

11. ROAD CROSSING PERMIT:

A. PITTSBURG COUNTY RURAL WATER DISTRICT #11 (WATERLINE) – DISTRICT 2: Smith made a motion to approve the road crossing permit, seconded by Rogers.

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AYE: Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

The board moved back up the agenda to item 9EE.

L. EXECUTIVE SESSION:

i. CONDUCT INTERVIEW(S) FOR THE POSITION OF EXPO CENTER MANAGER, PURSUANT TO OKLAHOMA STATUTES TITLE 25 § 307(B)(1): Smith made a motion to go into executive session; seconded by Rogers.

AYE: Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed.

1. CALL MEETING TO ORDER: The meeting was called to order by Vice-Chairman Smith.

2. ROLL CALL: Roll was called.

Ross Selman	Absent
Kevin Smith	Present
Charlie Rogers	Present

10. NEW BUSINESS:

A. CONSIDERATION AND POSSIBLE ACTION WITH RESPECT TO ANY OTHER MATTERS NOT KNOWN ABOUT OR WHICH COULD NOT HAVE BEEN REASONABLY FORESEEN PRIOR TO POSTING THE AGENDA: None.

12. 10:00 A.M. – BID OPENINGS: None.

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

14. ADJOURNMENT/RECESS: There being no further business brought before the board; Smith made a motion to sign all approved claims and adjourn; seconded by Rogers.

AYE: Kevin Smith
Charlie Rogers

NAY: None.

Motion Passed. Meeting Adjourned.

Purchase Orders By Account

Fiscal Year : 2021-2022

Date Range: 10/18/2021 to 10/18/2021

PO	Warrant No.	Vendor Name	Purpose	Amount
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Animal Shelter

1316-1-8020-2005

002055	000198	CINTAS CORPORATION # 618	MAT MAINTENANCE	\$ 102.00
002056	000199	H2O DEPOT	WATER & COOLER RENT	\$ 24.20
002575	000200	FASTENAL	KENNEL SUPPLIES	\$ 242.93
002929	000201	WALMART COMMUNITY CARD	BATTERIES ETC	\$ 138.50
003051	000202	UNIFIRST FIRST AID CORP	MEDICINE CABINET RES	\$ 95.32
003057	000203	MWI VET SUPPLY	VET SUPPLIES	\$ 2,120.06
003076	000204	SOUTHEASTERN ALARM LLC	QUARTERLY SERVICE	\$ 120.00
003079	000205	CITY OF MCALESTER	MONTHLY SERVICE	\$ 658.89
003104	000206	CENTER, EWELL	VET SERVICES	\$ 600.00
003234	000207	MWI VET SUPPLY	VET SUPPLIES	\$ 813.79
003323	000208	CENTER, EWELL	VET SERVICES	\$ 600.00
003324	000209	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 1,280.34
003325	000210	LOWES	KENNEL SUPPLIES	\$ 123.37
003336	000211	ADA PAPER COMPANY	KENNEL SUPPLIES	\$ 221.04

Total: \$ 7,140.44

1316-1-8020-4110

003086	000212	CATHEY & ASSOCIATES LLC	REPAIRS	\$ 2,171.00
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Total: \$ 2,171.00

ARPA 2021

1566-1-2000-2005

002233	000013	TWIN CITIES READY MIX	CONCRETE	\$ 9,936.50
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Total: \$ 9,936.50

1566-1-2000-4110

002384	000014	BANK OF AMERICA	TABLES	\$ 4,375.04
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Total: \$ 4,375.04

CARES

1565-1-2000-2005

001991	000008	BANK OF AMERICA	AIR PURIFIER	\$ 786.98
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Total: \$ 786.98

PO	Warrant No.	Vendor Name	Purpose	Amount
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CBRI

1103-6-4100-2075

001857	000026	ERGON ASPHALT & EMULSIONS	ROAD OIL	\$ 9,250.34
001875	000027	ERGON ASPHALT & EMULSIONS	ROAD OIL	\$ 8,871.29
002289	000028	ERGON ASPHALT & EMULSIONS	ROAD OIL	\$ 8,892.43
002548	000029	DOLESE	5/8" #3 COVER CHIPS	\$ 3,575.38
002958	000030	ERGON ASPHALT & EMULSIONS	ROAD OIL	\$ 2,974.60
003063	000031	DOLESE	5/8" #3 COVER CHIPS	\$ 2,542.76
003097	000032	DOLESE	5/8" #3 COVER CHIPS	\$ 1,427.07
003107	000033	DOLESE	5/8" #3 COVER CHIPS	\$ 1,318.65

Total: \$ 38,852.52

Donations

1235-2-0400-2201

002593	000012	BANK OF AMERICA	RED RIBBON WEEK SUP	\$ 85.43
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Total: \$ 85.43

1235-6-4300-4157

003329	000011	BUILT RIGHT CONSTRUCTION LLC	CONSTRUCTION PROJE	\$ 159,020.07
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Total: \$ 159,020.07

Drug Court

7206-1-1900-2005

002151	000059	REDWOOD TOXICOLOGY LABORATOR	DRUG TESTING SUPPLIE	\$ 1,128.00
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Total: \$ 1,128.00

Econ Dev Trust

7603-4-0500-2005

003075	000058	ATWOODS	SHOP SUPPLIES	\$ 13.98
003344	000059	CENTER POINT ENERGY ARKLA	MONTHLY SERVICE	\$ 404.24
003360	000060	WALMART COMMUNITY CARD	CONCESSION SUPPLIES	\$ 125.08
003389	000061	WALMART COMMUNITY CARD	CONCESSION SUPPLIES	\$ 39.83

Total: \$ 583.13

Emergency Mgmt

1212-2-2700-2005

003397	000058	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 1,039.33
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PO	Warrant No.	Vendor Name	Purpose	Amount
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Emergency Mgmt

1212-2-2700-2005

001961	000059	BANK OF AMERICA	TIRES	\$ 1,448.46
002361	000060	BANK OF AMERICA	AIR PURIFIER	\$ 717.34
			Total:	\$ 3,205.13

General

0001-1-0100-2005

001558	001134	STAPLES CREDIT PLAN	OFFICE SUPPLIES	\$ 72.82
001726	001135	STAPLES CREDIT PLAN	OFFICE SUPPLIES	\$ 229.44
001799	001136	STAPLES CREDIT PLAN	OFFICE SUPPLIES	\$ 22.99
001811	001137	COMDATA	Blanket Fuel	\$ 547.48
			Total:	\$ 872.73

0001-1-0600-2005

003196	001139	STAPLES CREDIT PLAN	OFFICE SUPPLIES	\$ 576.73
			Total:	\$ 576.73

0001-1-1700-2005

003232	001140	AT&T MOBILITY	MONTHLY SERVICE	\$ 270.24
003233	001141	XEROX CORPORATION	COPIER LEASE	\$ 375.28
			Total:	\$ 645.52

0001-1-2200-2005

002285	001142	STAPLES CREDIT PLAN	OFFICE SUPPLIES	\$ 397.41
003249	001143	UNIFIRST FIRST AID CORP	FIRST AID SUPPLIES	\$ 94.65
003326	001144	MCALESTER NEWS CAPITAL & DEM.	YEARLY SUBSCRIPTION	\$ 221.88
003327	001145	MILLER OFFICE EQUIPMENT	COPY OVERAGE	\$ 1.05
			Total:	\$ 714.99

0001-1-3300-2005

001900	001146	THE GARLAND COMPANY INC	ROOF REPAIR	\$ 219.13
002888	001147	BIZ-TEL	SECURITY EQUIPMENT	\$ 1,365.00
003246	001148	PRO KILL INC.	PEST CONTROL	\$ 116.00
003118	001149	BIZ-TEL	LABOR	\$ 95.00
003247	001150	AT&T MOBILITY	MONTHLY SERVICE	\$ 79.52
003348	001151	LOWES	MAINTENANCE SUPPLIE	\$ 20.28
003349	001152	CENTER POINT ENERGY ARKLA	MONTHLY SERVICE	\$ 280.28
003350	001153	ALEXANDER S REFRIGERATION	BOILER REPAIR	\$ 190.00
003359	001154	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 446.48
003379	001155	VYVE BROADBAND	MONTHLY SERVICE	\$ 61.94
003380	001156	LINGO COMMUNICATIONS	MONTHLY SERVICE	\$ 107.18

PO	Warrant No.	Vendor Name	Purpose	Amount
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General

0001-1-3300-2005

003381	001157	CINTAS CORPORATION # 618	JANITORIAL SUPPLIES	\$ 41.08
003385	001158	MCALESTER NEWS CAPITAL & DEM.	PUBLICATION	\$ 556.20
003386	001159	LOWES	MAINTENANCE SUPPLIE	\$ 34.34
			Total:	\$ 3,612.43

0001-2-0400-2005

000894	001160	COMDATA	FUEL	\$ 7,500.00
002268	001161	O REILLY AUTO PARTS	AUTO PARTS ETC.	\$ 400.91
002365	001162	COMDATA	DEPT FUEL	\$ 741.05
003220	001163	O REILLY AUTO PARTS	AUTO PARTS ETC.	\$ 365.72
			Total:	\$ 9,007.68

0001-2-1800-2005

003406	001164	EASTERN OK YOUTH SERVICES INC	JUVENILE DETENTION	\$ 857.34
			Total:	\$ 857.34

0001-2-6300-2005

001285	001166	BANK OF AMERICA	LODGING	\$ 288.00
			Total:	\$ 288.00

0001-4-0500-2005

003265	001138	SADLER REFRIGERATION	PLUMBING REPAIRS	\$ 210.00
			Total:	\$ 210.00

0001-6-0800-2005

003337	001165	U.S. POSTAL SERVICE	POSTAGE	\$ 200.00
002296	001167	BANK OF AMERICA	TABLET ACCESSORIES	\$ 64.81
			Total:	\$ 264.81

Health

1216-3-5000-2005

001117	000094	SHRED-IT	SHRED SERVICE	\$ 208.12
002352	000095	STAPLES ADVANTAGE	OFFICE SUPPLIES	\$ 343.53
003369	000096	AT&T	MONTHLY SERVICE	\$ 1,354.67
			Total:	\$ 1,906.32

Highway

PO	Warrant No.	Vendor Name	Purpose	Amount
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Highway

1102-6-4300-2005

002852	000756	T & W TIRE	TIRES & SERVICES	\$ 513.39
002853	000757	DIRECT DISCOUNT TIRE	TIRES	\$ 4,792.00
			Total:	\$ 5,305.39

Hwy-ST

1313-6-8040-2005

002537	000828	MUSKOGEE SAND COMPANY INC	CLASS A SAND	\$ 3,854.10
002866	000829	DOLESE	3/8" COVER CHIPS	\$ 7,380.88
002965	000830	DOLESE	#4 SCREENINGS	\$ 4,630.23
003015	000831	ASPHALT & FUEL SUPPLY	PG 64-22	\$ 11,688.50
003016	000832	KIAMICHI AUTOMOTIVE WAREHOUSE	PLANT SUPPLIES	\$ 390.66
003060	000833	DOLESE	#4 SCREENINGS	\$ 4,720.00
003062	000834	LOWES	PLANT SUPPLIES	\$ 28.05
003089	000835	PITSTOP LOCK & SAFE	KEYS	\$ 12.00
003101	000836	ASPHALT & FUEL SUPPLY	PG 64-22	\$ 11,703.05
003102	000837	RAM INC	FUEL	\$ 6,782.62
003224	000838	JAMES SUPPLIES	WELDING SUPPLIES	\$ 12.90
003230	000839	DOLESE	3/8" #2 COVER CHIPS	\$ 179.52
003257	000840	KIAMICHI AUTOMOTIVE WAREHOUSE	PLANT SUPPLIES	\$ 10.58
003270	000841	RAM INC	FUEL	\$ 6,918.75
003338	000842	VYVE BROADBAND	MONTHLY SERVICE	\$ 123.88
003352	000843	LOWES	PLANT SUPPLIES	\$ 68.36
			Total:	\$ 58,504.08

1313-6-8041-2005

001509	000844	STIGLER STONE	1" CRUSHER RUN	\$ 4,211.50
002058	000845	CINTAS CORPORATION # 618	UNIFORM MAINTENANCE	\$ 1,189.03
002499	000846	KIAMICHI AUTOMOTIVE WAREHOUSE	PARTS & SHOP SUPPLIE	\$ 407.69
002967	000847	CUSTOM PRODUCTS CORPORATION	SIGNS & SIGN SUPPLIES	\$ 1,198.25
003064	000848	RAM INC	FUEL	\$ 2,443.50
003156	000849	MILLER OFFICE EQUIPMENT	COPY OVERAGES	\$ 3.60
003214	000850	AIRGAS	WELDING SUPPLIES	\$ 238.50
003223	000851	TRUE VALUE	SHOP SUPPLIES	\$ 28.99
003225	000852	VYVE BROADBAND	MONTHLY SERVICE	\$ 218.37
003260	000853	RAM INC	FUEL	\$ 3,578.65
003267	000854	DUSTYS DIESEL AUTO SALES	LABOR AND PARTS	\$ 2,800.00
003372	000855	OKLA. NATURAL GAS COMPANY	MONTHLY SERVICE	\$ 21.22
003373	000856	OKLA. NATURAL GAS COMPANY	MONTHLY SERVICE	\$ 36.96
000632	000886	BANK OF AMERICA	LODGING	\$ 193.64
			Total:	\$ 16,569.90

PO	Warrant No.	Vendor Name	Purpose	Amount
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Hwy-ST

1313-6-8042-2005

001284	000857	G.C. RENTAL CENTER	COME-A-LONG	\$ 56.00
002049	000858	OTA PIKEPASS	TOLL CHARGES	\$ 14.05
003235	000859	AT&T MOBILITY	MONTHLY SERVICE	\$ 106.04
003333	000860	DISCOUNT STEEL	SHOP SUPPLIES	\$ 234.50
003390	000861	P & K EQUIPMENT	PARTS	\$ 66.11
			Total:	\$ 476.70

1313-6-8043-2005

000944	000862	OK TIRE	TIRES & SERVICES	\$ 939.55
000948	000863	O REILLY AUTO PARTS	PARTS	\$ 119.11
001577	000864	ADAMS TRUE VALUE	SHOP SUPPLIES	\$ 128.00
002062	000865	T & W TIRE	TIRES & SERVICES	\$ 1,368.48
002064	000866	KIAMICHI AUTOMOTIVE WAREHOUSE	PARTS	\$ 405.45
002607	000867	DOLESE	1 1/2" CRUSHER RUN	\$ 4,627.99
002863	000868	RAM INC	FUEL	\$ 2,646.90
002904	000869	WARREN POWER & MACHINERY INC.	EQUIPMENT REPAIR	\$ 3,631.64
003077	000870	STANDARD MACHINE & WELDING	PARTS	\$ 110.78
003078	000871	DOLESE	1 1/2" CRUSHER RUN	\$ 4,636.05
003080	000872	WELDON PARTS INC.	PARTS	\$ 23.00
003081	000873	RAM INC	FUEL	\$ 3,955.76
003082	000874	DISCOUNT STEEL	PARTS	\$ 44.00
003083	000875	FLEET PRIDE	PARTS	\$ 309.00
003084	000876	WELDON PARTS INC.	PARTS	\$ 41.78
003114	000877	P & K EQUIPMENT	FILTERS	\$ 38.40
003117	000878	BIZ-TEL	LABOR	\$ 95.00
003121	000879	DIRECT DISCOUNT TIRE	TIRES	\$ 7,779.00
003185	000880	JUSTIN NIMROD DOZER SERVICE LLC	CONTRACT HAULING	\$ 3,730.65
003203	000881	JUSTIN NIMROD DOZER SERVICE LLC	CONTRACT HAULING	\$ 3,052.35
003258	000882	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 113.14
003328	000883	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 486.08
003330	000884	MARSHALL, CRYSTAL	UNIFORM SHIRTS	\$ 72.00
003343	000885	JUSTIN NIMROD DOZER SERVICE LLC	CONTRACT HAULING	\$ 678.30
			Total:	\$ 39,032.41

Jail-ST

1315-2-8034-2005

000965	000263	LOCKE HEATING & COOLING SUPPLY	JAIL MAINTENANCE SUP	\$ 1,835.10
			Total:	\$ 1,835.10

PO	Warrant No.	Vendor Name	Purpose	Amount
Rural Fire-ST				
1321-2-8201-2005				
000900	000286	COMDATA	FUEL	\$ 305.39
003264	000287	ADT SECURITY SERVICES	ALARM MONITORING	\$ 99.19
			Total:	\$ 404.58
1321-2-8203-2005				
000901	000288	COMDATA	FUEL	\$ 48.52
			Total:	\$ 48.52
1321-2-8203-4110				
001912	000289	OKIE EXTRICATION	EXTRICATION TOOLS	\$ 18,650.00
			Total:	\$ 18,650.00
1321-2-8204-2005				
000073	000290	COMDATA	FUEL	\$ 114.46
000906	000291	COMDATA	FUEL	\$ 55.16
001819	000292	COMDATA	FUEL	\$ 527.04
			Total:	\$ 696.66
1321-2-8205-2005				
003228	000293	THE BURROWS AGENCY	INSURANCE	\$ 9,154.00
003229	000294	US CELLULAR	MONTHLY SERVICE	\$ 141.36
003263	000295	REPUBLIC SERVICES # 375	MONTHLY SERVICE	\$ 403.19
			Total:	\$ 9,698.55
1321-2-8206-2005				
001817	000296	SNOW, TITUS	LAWN CARE	\$ 750.00
			Total:	\$ 750.00
1321-2-8207-2005				
003346	000297	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 267.72
003347	000298	CANADIAN VALLEY TELEPHONE	MONTHLY SERVICE	\$ 139.75
			Total:	\$ 407.47
1321-2-8215-2005				
003382	000299	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 293.19
003383	000300	AT&T	MONTHLY SERVICE	\$ 178.79
003384	000301	RLI	SURETY BOND	\$ 245.00
			Total:	\$ 716.98

PO	Warrant No.	Vendor Name	Purpose	Amount
Rural Fire-ST				
1321-2-8216-2005				
003321	000302	CENTER POINT ENERGY ARKLA	MONTHLY SERVICE	\$ 41.06
			Total:	\$ 41.06
1321-2-8218-2005				
001827	000303	COMDATA	FUEL	\$ 134.46
			Total:	\$ 134.46
1321-2-8222-2005				
000465	000304	ICOM AMERICA INC.	MOBILE RADIO	\$ 247.86
			Total:	\$ 247.86
SH Commissary				
1223-2-0400-2005				
002163	000084	GALLS LLC	MEDICAL EQUIPMENT F	\$ 1,494.99
003038	000085	COMMISSARY EXPRESS	INMATE COMMISSARY	\$ 3,376.04
003044	000086	T & W TIRE	TIRE	\$ 123.83
003191	000087	COMMISSARY EXPRESS	KIOSK FEES	\$ 100.75
003244	000088	BANCFIRST	POSITIVE PAY MONTHLY	\$ 152.16
003274	000089	US FOODS	INHOUSE COMMISSARY	\$ 97.18
003322	000090	US FOODS	INHOUSE COMMISSARY	\$ 211.56
003353	000091	VYVE BROADBAND	CABLE SERVICE	\$ 222.96
003354	000092	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 103.21
001601	000093	BANK OF AMERICA	WORK BOOTS FOR MAIN	\$ 254.90
			Total:	\$ 6,137.58
SH Svc Fee				
1226-2-0400-2012				
002495	000448	FLOWERS BAKING CO. OF DENTON	INMATE GROCERIES	\$ 608.49
003041	000449	PERFORMANCE FOODSERVICE - LITT	INMATE GROCERIES	\$ 1,149.92
003275	000450	US FOODS	INMATE GROCERIES	\$ 2,500.61
			Total:	\$ 4,259.02
1226-2-3400-2005				
000895	000451	COMDATA	FUEL	\$ 1,500.00
001846	000452	SHERWIN WILLIAMS	MAINTENANCE SUPPLIE	\$ 338.75
002363	000453	COMDATA	JAIL FUEL	\$ 893.39
003045	000454	FASTENAL	MAINTENANCE SUPPLIE	\$ 29.58
003277	000455	US FOODS	JAIL KITCHEN SUPPLIES	\$ 28.17

PO	Warrant No.	Vendor Name	Purpose	Amount
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SH Svc Fee

1226-2-3400-2005

003375	000456	PUBLIC SERVICE CO. OF OKLAHOMA	UTILITIES/ JAIL ELECTRI	\$ 6,285.03
			Total:	\$ 9,074.92

1226-2-3400-2030

002809	000457	BOB BARKER COMPANY	INMATE SUPPLIES	\$ 326.64
003183	000458	NCIC	INMATE PHONE COMMIS	\$ 3,194.22
003192	000459	COMMISSARY EXPRESS	DEBIT PHONE TIME FEE	\$ 167.00
003243	000460	LOCKE HEATING & COOLING SUPPLY	MAINTENANCE SUPPLIE	\$ 490.00
003276	000461	US FOODS	JAIL JANITORIAL SUPPLI	\$ 719.76
003278	000462	INDIAN NATION WHOLESALE CO.	JANITORIAL SUPPLIES	\$ 193.13
003378	000463	PUBLIC SERVICE CO. OF OKLAHOMA	UTILITIES/OUTDOOR LIG	\$ 94.81
003392	000464	BANK OF AMERICA	TRAINING	\$ 186.00
			Total:	\$ 5,371.56

Supervision Fee

7309-1-0200-2005

001559	000002	STAPLES CREDIT PLAN	OFFICE SUPPLIES	\$ 44.49
001727	000003	STAPLES CREDIT PLAN	OFFICE SUPPLIES	\$ 19.99
			Total:	\$ 64.48

Grand Total: \$ 424,668.07

Purchase Orders By Account

Fiscal Year : 2020-2021
Date Range: 10/18/2021 to 10/18/2021

PO	Warrant No.	Vendor Name	Purpose	Amount
Animal Shelter				
1316-1-8020-2005				
002284	000734	MWI VET SUPPLY	VET SUPPLIES	\$ 600.90
			Total:	\$ 600.90
Assr Rev Fee				
1204-1-1600-2005				
009982	000007	VISUAL LEASE SERVICES INC.	PLAT BOOKS	\$ 312.00
			Total:	\$ 312.00
General				
0001-1-3300-2005				
000792	004467	OSU-CTP	TRAINING	\$ 40.00
			Total:	\$ 40.00
0001-5-0900-2005				
010425	004468	S & S WORLDWIDE	4-H SUPPLIES	\$ 198.64
			Total:	\$ 198.64
0001-6-0800-4110				
009272	004469	OCI MANUFACTURING	FURNITURE	\$ 1,576.00
			Total:	\$ 1,576.00
Highway				
1102-6-6520-2005				
010240	002755	TRUCK PRO	LABOR	\$ 1,221.72
			Total:	\$ 1,221.72
Rural Fire-ST				
1321-2-8206-2005				
008082	001280	YATES PEST CONTROL	PEST CONTROL	\$ 285.00

PO	Warrant No.	Vendor Name	Purpose	Amount
			Total:	\$ 285.00
			Grand Total:	<u><u>\$ 4,234.26</u></u>

Pittsburg County Juvenile Detention Center

1208 N. West Street
McAlester, Ok. 74501
(918) 426-1585

Monthly Report

To

Pittsburg County Commissioners

For

September 2021

September Total Population	12
Total Days of Care	139
Average Daily Population	4.6
Average Length of Stay	19.0
Counties under Contract	59

During the month of September we purchased a new kitchen Counter tops from Lowes for \$1411.07

PITTSBURG COUNTY REGIONAL
JUVENILE DETENTION
September 2021

County	# of Juveniles	Total Days of Care	Amount Due
Atoka	4	44	\$ 1714.68
Bryan	1	2	\$ 77.94
Okmulgee	4	41	\$ 1597.77
Pittsburg	2	22	\$ 857.34
Pontotoc	1	30	\$ 1169.10
Grand Total	12	139	\$ 5416.83

Detention Maintenance Fund

During the month of September, The Detention Maintenance Fund was not used. Therefore, the balance remains at \$ 20,004.85 plus any interest earned.

Ram, Inc. submits the following fuel bids for the week: October 18th, 2021.

UN	CLEAR	DMED	UP
2.7700	2.8300	2.8300	2.4900

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

Thank You,

Twilah Monroe

FILED

OCT 18 2021

TIME 8:32 AM
HOPE TRAMMELL COUNTY CLERK
PITTSBURG COUNTY DEPUTY

FILED

OCT 18 2021

TIME 8:32 AM
HOPE TRAMMELL COUNTY CLERK
PITTSBURG COUNTY DEPUTY



Building Systems & Services

Carrier Building Systems & Services
5119 S 110th E Ave.
Tulsa, Oklahoma 74146
Phone 918-633-3882
Fax 1-860-353-2801

QUOTATION

TO: Pittsburg County - EXPO
McAlester, OK

Project: HVAC Renovation (main area - East end of building)

Carrier Commercial Service is pleased to provide this quotation for the above referenced project.

General Scope of Proposal: Install new HVAC equipment and add new DDC controls system.

Base Bid: Replace existing water source heat pumps (19) with new Carrier units. Replace cooling tower with new tower. Replace all system pumps (4) with new pumps and new pump accessories. Replace old McQuay chiller with new Carrier 50 ton modular chiller. Provide one new 1-ton mini split air conditioning system to serve the data room. Provide and install ductwork, fans, alarms, and controls to bring equipment room in ASHRAE 15 compliance.

Equipment provided:

- Nineteen (19) Water Source Heat Pump Units (various tonnage from 2 tons to 15 tons).
- Nineteen (19) water hose sets and ball valves as required.
- One (1) 1-ton mini split air conditioning unit to serve data room.
- One (1) 50-ton modular water cooled chiller.
- One (1) Insulated chilled water buffer tank
- Two (2) 15 HP recirculating pumps
- One (1) 2 HP Heating water pump
- One (1) 3 HP chilled water pump
- Pump accessories (i.e. strainers, flex connectors, triple duty valves, suction diffusers, thermometers)
- One (1) BAC 490 GPM 20 HP closed circuit cooling tower (with ladders, platform, spray pump, internal walkway).
- One (1) 20 HP variable speed drive for cooling tower fan operation.
- One (1) exhaust fan, alarm panel, horns, strobes, sensors, dampers, louvers (for ASHRAE 15 compliance).
- Carrier control devices (sensors, routers, controllers, cabling, etc.).

General scope of work includes the following:

- Provide and install refrigerant monitoring devices and controller (for ASHRAE 15 compliance).
- Provide and install new dampers with electric actuators (for ASHRAE 15 compliance).
- Provide and install exhaust fan (for ASHRAE 15 compliance).
- Fabricate and install new exhaust duct from fan to outside (for ASHRAE 15 compliance).
- Fabricate and install new intake exhaust duct with high and low grills as per code (for ASHRAE 15 compliance).
- Provide and install horns, strobes, shut-off devices (for ASHRAE 15 compliance).
- Installation of communication cabling throughout facility for controls operation.
- Installation of temperature sensors, controllers, routers, etc., throughout facility for controls operation.
- Connection of all new equipment and programming to Carrier i-Vu web-based control system.
- Removal and disposal of existing (19) WSHP units
- Installation of new (19) WSHP units including new disconnects and hose sets.
- Fabrication and re-connection of ductwork to new WSHP units.
- Removal and disposal of existing McQuay chiller.
- Installation of new Carrier chiller.
- Removal and disposal of existing cooling tower.

- Installation of new cooling tower, ladders, walkways, spray pump, etc.
- Removal and disposal of existing (4) pumps and piping accessories.
- Installation of new (4) pumps and piping accessories.
- Installation of new 1-ton mini split in data room (condensing unit to set on roof of portico).
- Fabrication and installation of welded steel piping to connect new chiller to existing chilled water piping.
- Crane services to remove old tower and set new tower in place.
- Install new chilled water buffer tank on mezzanine above chiller room.
- Re-insulate all disturbed piping in chiller room and at new cooling tower.
- Pour concrete pad extension to set new cooling tower.
- Electrical services (re-connection of all new equipment).
- Install all new electrical disconnects on all new equipment.
- Fabricate and install new conduit and cabling from equipment room to new cooling tower.
- Connect existing boiler (to remain) to new control system.
- Clean and repair existing outside air unit and connect to new chilled water piping.
- Connect existing outside air unit to new control system for automated operation.
- Start-up and commissioning of all new equipment.
- Operator training of equipment and control system (2 days).

NOTE: All Carrier equipment includes 5-year parts and labor warranty.
Cooling tower, pumps, and Carrier controls include 1-year parts and labor warranty.

EXCLUSIONS:

- Work not mentioned (scope of service changes).

The PRICE for work described in base bid above is \$849,000.00 Price Excludes Applicable Taxes

OPTION 1:

Carrier Service Agreement to cover preventative maintenance service on all new equipment listed. All maintenance work performed by Factory Carrier technicians. Does Not include filter changes.

Includes 1 annual service and 3 operational inspections per year on each piece of equipment

Annual service includes tower cleaning and lube, coil cleaning on air handling unit (existing), annual service on all water source heat pumps, checking and lube all pumps, annual service and refrigerant analysis on chiller, annual calibration service on Carrier i-Vu control devices.

Price for 5 year service agreement is \$124,632.00

We appreciate the opportunity to provide this information. We look forward to talking with you in the near future. If we can be of additional service please contact me at 918-633-3882.

Sincerely,

Tony Stafford

Tony Stafford
Service Accounts Manager
Tulsa Office

Accepted: _____

Date: _____

PO/REQ#: _____

Amount: _____

Attachments: Terms & Conditions

**CARRIER CORPORATION
TERMS AND CONDITIONS OF SALE – EQUIPMENT AND/OR SERVICE**

1. PAYMENT AND TAXES - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, Customer shall pay Carrier any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents. All past due invoices will accrue interest at the lesser of 1% per month or the maximum amount allowable by law.

2. EXTRAS - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization, paid for as an extra at Carrier's prevailing labor rates and equipment/parts charges, and subject to the terms of this Agreement.

3. RETURNS - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. SHIPMENT - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. PARTIAL SHIPMENT - Carrier shall have the right to ship any portion of the equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment.

6. DELAYS - Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

7. WARRANTY - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. WORKING HOURS - All services performed under this Agreement, including but not limited to, major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

9. CUSTOMER RESPONSIBILITIES (Service Contracts only) - Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.
- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

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12. PROPRIETARY RIGHTS (Service Contracts only) - During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

13. DATA RIGHTS (Service Contracts only) - Customer hereby grants and agrees to grant to Carrier a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Carrier's performance of services pursuant to this Agreement, (ii) the improvement of Carrier services, and Carrier's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Carrier agreements.

Source Data – shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Carrier database, data lake, or third party cloud service).

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16. REVERSE ENGINEERING - Customer shall not extract, decompile or reverse engineer any software included with, incorporated in, or otherwise associated with the hardware and shall not reverse engineer any reports or analytics provided to or received by Customer from Carrier.

17. WAIVER OF DAMAGES - Under no circumstances shall Carrier be liable for any indirect, incidental, special or consequential damages, including loss of revenue or profit, loss of use of equipment or facilities, loss of data, or economic damages howsoever arising.

18. LIMITATION OF LIABILITY - Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the payments received by Carrier under this Agreement.

19. CANCELLATION - Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

20. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within thirty (30) days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

21. CARRIER TERMINATION - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

22. CLAIMS - Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

23. GOVERNMENT PROCUREMENTS - The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

24. HAZARDOUS MATERIALS - Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

25. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

26. SUPERSEDEURE, ASSIGNMENT and MODIFICATION - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties. Orders shall be binding upon Carrier when accepted in writing by an authorized representative of Carrier. CARRIER'S ACCEPTANCE OF CUSTOMER'S ORDER IS CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THIS "AGREEMENT") AND CUSTOMER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT. THIS AGREEMENT AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN CARRIER AND CUSTOMER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON CARRIER UNLESS SIGNED BY AN OFFICER OR AUTHORIZED EMPLOYEE OF CARRIER. THE FAILURE OF CARRIER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER SHALL NOT BE CONSTRUED AS A WAIVER BY CARRIER OF THE TERMS IN THIS AGREEMENT OR AN ACCEPTANCE OF ANY OF CUSTOMER'S PROVISIONS. ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY CUSTOMER IN A PURCHASE ORDER OR OTHER DOCUMENT SHALL NOT BE BINDING UPON CARRIER, AND CARRIER HEREBY EXPRESSLY OBJECTS THERETO.

27. CUSTOMER CONSENT - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer,

including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

28. FOR WORK BEING PERFORMED IN CALIFORNIA - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

29. INTELLECTUAL PROPERTY – Notwithstanding anything to the contrary stated herein, Carrier retains ownership of its intellectual property and no license to Carrier's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

30. DATA PRIVACY – Carrier processes personal data in accordance with its privacy notice at Carrier.com or via the following link: <https://www.carrier.com/carrier/en/worldwide/legal/privacy-notice>. Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement, including the California Consumer Privacy Act and the European General Data Protection Regulation, and take all reasonable commercial and legal steps to protect personal data. If Customer provides Carrier with personal data, Customer will ensure that it has the legal right to do so, including notifying the individuals whose personal data it provides to Carrier. If a party collects or processes personal data from California residents under this Agreement, such party is a "Service Provider" under the CCPA, and will not sell or exchange such personal data for anything of value.

31. FACTORY ACCEPTANCE TESTS AND INSPECTIONS – The nature and extent of factory acceptance tests or factory inspections, including without limitation, the number and identity of participants, locations visited, and activities undertaken, shall be limited to activities directly related to the performance of this Agreement. The tests or inspections will be subject to mutual agreement of the parties, Carrier policy and internal pre-approval requirements, and strictly comply with Customer's policies as well as all applicable laws and regulations including, without limitation, all applicable laws and regulations prohibiting corruption.

32. CHANGE ORDER / ADDITIONAL WORK / PRICE ADJUSTMENTS – Carrier will not perform additional work until such time as Carrier receives a change order, duly executed by each party, setting forth the scope and an agreed upon price for the additional work, as well as any appropriate adjustments to the delivery schedule. Additional work and/or materials supplied under any change order shall be subject to the terms of this Agreement. The price of services performed under this Agreement is subject to change due to increases in material costs related to tariffs, import duties, trade policy, epidemics, commodity or material costs, supplier costs, labor costs, or related impacts or market conditions. Such change shall come into effect on thirty (30) days' prior written notice from Carrier to Customer.

33. OCCUPATIONAL SAFETY AND HEALTH (Service Contracts Only) – Carrier and Customer agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act ("OSHA") relating in any way to the performance of work under this Agreement, the project or the job site.

34. ANTI-DISCRIMINATION POLICY – The Carrier Fostering a Respectful and Safe Work Environment policy is incorporated into these terms via this link:
https://www.carrier.com/commercial/en/us/media/carrier-anti-discrimination-harassment-policy-02192021_tcm199-109848.pdf.

35. EQUIPMENT RENTALS – If all or a portion of this Agreement is for equipment rental, the Carrier Rental Systems Master Terms and Conditions – Rental, available at <https://www.carrier.com/rentals/en/us/rental-equipment/rental-forms/>, shall apply to the rental equipment.



Building Systems & Services

Carrier Building Systems & Services
5119 S 110th E Ave.
Tulsa, Oklahoma 74146
Phone 918-633-3882
Fax 1-860-353-2801

QUOTATION

TO: Pittsburg County - EXPO
McAlester, OK

Project: HVAC Renovation (Arena)

Carrier Commercial Service is pleased to provide this quotation for the above referenced project.

General Scope of Proposal: Install new HVAC equipment and add new DDC controls system.

Base Bid: Install five Carrier 50 ton Packaged Air Conditioning Units with Gas Heat, new duct system, and Carrier i-Vu web-based DDC control system.

Equipment provided:

- Five (5) Carrier 48A4D050 50-ton Packaged Air Conditioning units with gas heat (480V-60-3)
 - Units Include:
 - Staged Air Volume
 - Horizontal economizers
 - 2-inch throw-away filter racks
 - 30 HP supply air fan with variable frequency drive
 - Non-fused disconnect
 - BACnet communication
 - Barometric relief
 - Factory start-up
- Carrier control devices (sensors, routers, controllers, cabling, etc.).

General scope of work includes the following:

- Installation of communication cabling throughout arena area for controls operation.
- Installation of temperature sensors, controllers, routers, etc., throughout arena for controls operation.
- Connection of all new equipment and programming to Carrier i-Vu web-based control system.
- Installation of new (5) Packaged units.
- Fabrication and installation of ductwork in arena.
 - Ductwork will follow contour of support beams in arena running North and South.
 - Return will penetrate North wall low on wall with return grills behind bleachers.
 - Spiral duct will be insulated on the inside to prevent condensation.
 - Each unit will have its own duct system (1 supply and one return)
- Crane services to set new packaged units in place.
- Pour 5 concrete pads on North side of building for new units.
- New electrical services.
 - Provide new 1000 amp 480V service to supply new units.
 - Provide and install 1000 amp watertight panel and underground circuits to each unit.
 - Provide 5-150 amp circuits, one per unit.

- All utility costs, new transformer, concrete pads for electrical devices associated with new service are included.
- Provide and install new disconnects at each unit.
- Work with PSO to facilitate new electrical service installation.
- Fabricate and install new 4" gas piping to serve new units
- Replace outside gas regulator to allow 5 PSI gas into the 4" line.
- Disconnect gas piping to existing unit heaters and cap pipes.
- Provide and install new gas regular at East end of gas piping to feed downstream that requires 17".
- Provide and install branch piping and regulators at each of the 5 units.
- Provide all hangers and supports.
- Paint new gas piping yellow.
- Start-up and commissioning of all new equipment.
- Operator training of equipment and control system (2 days).

NOTE: All Carrier equipment includes 5-year parts and labor warranty.

EXCLUSIONS:

- Work not mentioned (scope of service changes).
-

The PRICE for work described in base bid above is \$1,350,000.00 Price Excludes Applicable Taxes

OPTION 1:

Carrier Service Agreement to cover preventative maintenance service on 5 new units listed. All maintenance work performed by Factory Carrier technicians. Does Not include filter changes.

Includes 1 annual service and 3 operational inspections per year on each piece of equipment

Annual service includes coil cleaning and refrigerant analysis.

Price for 5 year service agreement is \$40,748.00

We appreciate the opportunity to provide this information. We look forward to talking with you in the near future. If we can be of additional service please contact me at 918-633-3882.

Sincerely,

Tony Stafford

Tony Stafford
Service Accounts Manager
Tulsa Office

Accepted: _____

Date: _____

PO/REQ#: _____

Amount: _____

Attachments: Terms & Conditions



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Service Accounts Manager
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Accepted: _____

Date: _____

PO/REQ#: _____

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Attachments: Terms & Conditions

**CARRIER CORPORATION
TERMS AND CONDITIONS OF SALE – EQUIPMENT AND/OR SERVICE**

1. PAYMENT AND TAXES - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, Customer shall pay Carrier any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents. All past due invoices will accrue interest at the lesser of 1% per month or the maximum amount allowable by law.

2. EXTRAS - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization, paid for as an extra at Carrier's prevailing labor rates and equipment/parts charges, and subject to the terms of this Agreement.

3. RETURNS - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. SHIPMENT - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. PARTIAL SHIPMENT - Carrier shall have the right to ship any portion of the equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment.

6. DELAYS - Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

7. WARRANTY - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. **THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

8. WORKING HOURS - All services performed under this Agreement, including but not limited to, major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

9. CUSTOMER RESPONSIBILITIES (Service Contracts only) - Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.
- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

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21. CARRIER TERMINATION - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

22. CLAIMS - Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

23. GOVERNMENT PROCUREMENTS - The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

24. HAZARDOUS MATERIALS - Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

25. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

26. SUPERSEDEURE, ASSIGNMENT and MODIFICATION - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties. Orders shall be binding upon Carrier when accepted in writing by an authorized representative of Carrier. **CARRIER'S ACCEPTANCE OF CUSTOMER'S ORDER IS CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THIS "AGREEMENT") AND CUSTOMER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT. THIS AGREEMENT AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN CARRIER AND CUSTOMER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON CARRIER UNLESS SIGNED BY AN OFFICER OR AUTHORIZED EMPLOYEE OF CARRIER. THE FAILURE OF CARRIER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER SHALL NOT BE CONSTRUED AS A WAIVER BY CARRIER OF THE TERMS IN THIS AGREEMENT OR AN ACCEPTANCE OF ANY OF CUSTOMER'S PROVISIONS. ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY CUSTOMER IN A PURCHASE ORDER OR OTHER DOCUMENT SHALL NOT BE BINDING UPON CARRIER, AND CARRIER HEREBY EXPRESSLY OBJECTS THERETO.**

27. CUSTOMER CONSENT - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

28. FOR WORK BEING PERFORMED IN CALIFORNIA - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor

may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

29. INTELLECTUAL PROPERTY – Notwithstanding anything to the contrary stated herein, Carrier retains ownership of its intellectual property and no license to Carrier's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

30. DATA PRIVACY – Carrier processes personal data in accordance with its privacy notice at Carrier.com or via the following link: <https://www.carrier.com/carrier/en/worldwide/legal/privacy-notice>.

Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement, including the California Consumer Privacy Act and the European General Data Protection Regulation, and take all reasonable commercial and legal steps to protect personal data. If Customer provides Carrier with personal data, Customer will ensure that it has the legal right to do so, including notifying the individuals whose personal data it provides to Carrier. If a party collects or processes personal data from California residents under this Agreement, such party is a "Service Provider" under the CCPA, and will not sell or exchange such personal data for anything of value.

31. FACTORY ACCEPTANCE TESTS AND INSPECTIONS – The nature and extent of factory acceptance tests or factory inspections, including without limitation, the number and identity of participants, locations visited, and activities undertaken, shall be limited to activities directly related to the performance of this Agreement. The tests or inspections will be subject to mutual agreement of the parties, Carrier policy and internal pre-approval requirements, and strictly comply with Customer's policies as well as all applicable laws and regulations including, without limitation, all applicable laws and regulations prohibiting corruption.

32. CHANGE ORDER / ADDITIONAL WORK / PRICE ADJUSTMENTS – Carrier will not perform additional work until such time as Carrier receives a change order, duly executed by each party, setting forth the scope and an agreed upon price for the additional work, as well as any appropriate adjustments to the delivery schedule. Additional work and/or materials supplied under any change order shall be subject to the terms of this Agreement. The price of services performed under this Agreement is subject to change due to increases in material costs related to tariffs, import duties, trade policy, epidemics, commodity or material costs, supplier costs, labor costs, or related impacts or market conditions. Such change shall come into effect on thirty (30) days' prior written notice from Carrier to Customer.

33. OCCUPATIONAL SAFETY AND HEALTH (Service Contracts Only) – Carrier and Customer agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act ("OSHA") relating in any way to the performance of work under this Agreement, the project or the job site.

34. ANTI-DISCRIMINATION POLICY – The Carrier Fostering a Respectful and Safe Work Environment policy is incorporated into these terms via this link:

https://www.carrier.com/commercial/en/us/media/carrier-anti-discrimination-harassment-policy-02192021_tcm199-109848.pdf.

35. EQUIPMENT RENTALS – If all or a portion of this Agreement is for equipment rental, the Carrier Rental Systems Master Terms and Conditions – Rental, available at

<https://www.carrier.com/rentals/en/us/rental-equipment/rental-forms/>, shall apply to the rental equipment.



DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, TULSA DISTRICT
2488 EAST 81ST STREET
TULSA, OKLAHOMA 74137-4290

OCT 06 2021

Real Estate Division
Management

SUBJECT: Eufaula Lake, OK; License No. DACW56-3-22-018, Renewal of Expired
License No. DACW56-3-17-044

Mr. Gene Rogers
Pittsburg County Board of County Commissioners
115 East Carl Albert Parkway
McAlester, OK 74501

Dear Mr. Rogers:

Two copies of proposed License No. DACW56-3-22-018 are enclosed for your review and signature. Also, a document entitled "Request For Grantee Social Security Number and/or Taxpayer Identification Number" is enclosed for you to complete. Please fill out the form in its entirety. Your license **cannot** be processed without this form.

Although not in your former license, recent Executive Orders and their implementing rules have necessitated the inclusion of Condition 24 in this renewal license.

Please sign and date all documents, where indicated, and return them to the U.S. Army Corps of Engineers, Tulsa District, ATTN: Real Estate Division – Zachary Lindamood, 2488 East 81st Street, Tulsa, OK 74137-4290. Please note that the license is subject to review and approval by the Real Estate Contracting Officer. Once the signed instruments are returned, we will send you an executed copy of the license for your records.

If you have any questions concerning this matter, please call Zachary Lindamood at 918-669-4965.

Sincerely,

A handwritten signature in cursive script that reads "Debbie Overstreet".

Debbie Overstreet
Lead Realty Specialist
Management & Disposal Branch

Enclosure
CF (w/o encl): CESWT-ODE-E

**REQUEST FOR GRANTEE
SOCIAL SECURITY NUMBER AND/OR TAXPAYER IDENTIFICATION NUMBER**

Nature of Outgrant: License
(EASEMENT, LEASE, LICENSE, PERMIT, RIGHT OF WAY, ETC.)

Number of Outgrant: DACW56-3-22-018

Name of Grantee: Pittsburg County Board of County Commissioners
(PRINT NAME)

Address of Grantee: _____

Grantee's Social Security Number: _____

Grantee's Taxpayer Identification Number: 73-6006407


SIGNATURE

October 18, 2021
DATE

PRIVACY ACT STATEMENT

Purpose of Form: This information is mandatory under the Debt Collection Improvement Act of 1996, Public Law 104-134, April 26, 1996, 110 Stat 1321-358. The head of each Federal Agency must require each person doing business with that agency to furnish to that agency such person's taxpayer identification number. The agency intent is to use such number for purposes of collecting and reporting on any delinquent amounts arising out of such person's relationship with the Government. OMB Circular A-129, App. A, part V, and DOD Financial Regulation 7000.14-R, Vol. 4, chapter 3, states that any close-out of accounts receivable procedures will include reporting the close-out amount on IRS Form 1099-C. IRS Form 1099-C is an income form which requires a taxpayer identification number and means that the agency will report the uncollectible debt to IRS as income to the person who failed to pay the uncollectible debt owed to the agency under the outgrant. The 1099-C reports the uncollectible debt as income to the debtor, which may be taxable at the debtor's current tax rate. Failure to provide this information may result in your outgrant request being denied.

U.S. Army Corps of Engineers, Tulsa District

LICENSE NO. DACW56-3-22-018
Formerly License No. DACW56-3-17-044
(Bud's Point)

**DEPARTMENT OF THE ARMY LICENSE
EUFAULA LAKE
PITTSBURG COUNTY, STATE**

THE SECRETARY OF THE ARMY, acting by and through the Chief, Real Estate Division, U.S. Army Corps of Engineers, Tulsa District, hereinafter referred to as the "Grantor", by authority of Title 16, United States Code, Section 460d, hereby grants **Pittsburg County Board of County Commissioners, 115 East Carl Albert Parkway, McAlester, OK 74501**, hereinafter referred to as the "Grantee", a license to operate and maintain a **road, boat-launching ramp and parking area**, over, across, in and upon lands of the United States, as identified in **Exhibits A & B** attached hereto and made a part hereof, hereinafter referred to as the premises.

THIS LICENSE is granted subject to the following conditions.

1. TERM

This license is granted for a term of **FIVE (5) years**, beginning **October 12, 2021**, and ending **October 11, 2026** but revocable at will by the Grantor.

2. CONSIDERATION

The consideration for this license is the operation and maintenance of the premises by the Grantee for the benefit of the United States and the general public in accordance with the conditions herein set forth.

3. NOTICES

All notices to be given pursuant to this license shall be addressed, if to the Grantee, to **Pittsburg County Board of County Commissioners, 115 East Carl Albert Parkway, McAlester, OK 74501**; and if to the Grantor, to the **U.S. Army Corps of Engineers, Tulsa District, Attention: Chief, Real Estate Division, 2488 East 81st Street, Tulsa, OK 74137-4290**; or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "Grantor", "Chief, Real Estate Division", or "said officer" shall include their duly

authorized representatives. Any reference to "Grantee" shall include any duly authorized representatives.

5. SUPERVISION BY THE GRANTOR

The use and occupation of the premises shall be subject to the general supervision and approval of the Grantor, Tulsa District, hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

6. APPLICABLE LAWS AND REGULATIONS

The Grantee shall comply with all applicable federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

7. CONDITIONAL USE BY GRANTEE

The exercise of the privileges herein granted shall be:

- a. without cost or expense to the United States;
- b. subject to the right of the United States to improve, use, or maintain the premises;
- c. subject to other outgrants of the United States on the premises;
- d. personal to the Grantee; and this license, or any interest therein, may not be transferred or assigned.

8. CONDITION OF PREMISES

The Grantee acknowledges that it has inspected the premises, knows its condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the United States.

9. COST OF UTILITIES

The Grantee shall pay the cost, as determined by said officer, of producing and/or supplying any utilities and other services furnished by the Government or through Government-owned facilities for the use of the Grantee, including the Grantee's proportionate share of the cost of operation and maintenance of the Government-owned facilities by which such utilities or services are produced or supplied. The Government shall be under no obligation to furnish utilities or services. Payment shall be made in the manner prescribed by the officer having such jurisdiction.

10. PROTECTION OF PROPERTY

The premises shall at all times be protected and maintained in good order and condition by and at the expense of the Grantee. The Grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the Grantee under this license, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the Grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

11. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the Grantee, or for damages to the property or injuries to the person of the Grantee's officers, agents, servants or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the Grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

12. RESTORATION

On or before the expiration date of this license or its termination by the Grantee, the Grantee shall vacate the premises, remove the property of the Grantee, and restore the premises to a condition satisfactory to said officer. If, however, this license is revoked, the Grantee shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time as the Grantor may designate. In either event, if the Grantee shall fail or neglect to remove said property and restore the premises, then, at the option of said officer, the property shall either become the property of the United States without compensation therefor, or said officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Grantee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this license in restoring the premises.

13. NON-DISCRIMINATION

The Grantee shall not discriminate against any person or persons or exclude any persons from participation in the Grantee's operations, programs, or activities conducted on the licensed premises, because of race, color, religion, age, sex, handicap, national

origin or place of residency. The Grantee, by acceptance of this license, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended, (42 U.S.C. 2000d); the Age Discrimination Act of 1975, as amended, (42 U.S.C. 6102); the Rehabilitation Act of 1973, as amended, (29 U.S.C. 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 C.F.R. Part 195), issued as Department of Defense Directive 5500.11, December 28, 1964).

14. TERMINATION

This license may be terminated by the Grantee at any time by giving the Grantor at least ten (10) days notice in writing provided that no refund by the United States of any consideration previously paid shall be made and provided further, that in the event that said notice is not given at least ten (10) days prior to the rental due date, the Grantee shall be required to pay the consideration for the period shown in the Condition on **CONSIDERATION**.

15. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this license shall protect the premises against pollution of its air, ground and water. The Grantee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this license. The Grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

c. The Grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

16. HISTORIC PRESERVATION

The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises,

the Grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

17. DISCLAIMER

This license is effective only insofar as the rights of the United States in the premises are concerned; and the Grantee shall obtain any permit or license which may be require by Federal, state, or local statute in connection with the use of the premises. It is understood that the granting of this license does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC 403) and Section 404 of the Clean Water Act (33 USC 1344).

18. RIGHT TO ENTER AND FLOOD

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with Government work; to make inspections; to remove timber or other material, except property of the Grantee; to flood the premises; to manipulate the level of the lake or pool in any manner whatsoever; and/or to make any other use of the land as may be necessary in connection with project purposes; and the Grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

19. SUPERVISION AND REPAIR

The Grantee shall supervise the said boat complex and cause it to be inspected at reasonable intervals, and shall immediately repair any defect found therein as a result of such inspection or, when requested by said officer, to repair any defects. Upon completion of the installation of said boat complex and the making of any repairs thereto, the premises shall be restored immediately by the Grantee at the Grantee's own expense to the same condition as that which existed prior to the commencement of such work to the satisfaction of the said officer.

20. PUBLIC ACCESSIBILITY

Said road, parking area, and boat-launching ramp shall be open to the general public as well as to residents in the area or adjacent to the lake. An access road to said facilities shall be provided by the Grantee.

21. FEES

a. Fees may be charged by the Grantee for use of the boat-launching ramp; however, such fees may be charged for no other purpose than to recover expenses.

Such fees shall be reasonable and comparable to other similar rates charged for similar services in the area. The said officer shall have the right to review such fees and require an increase or reduction when it is determined that the objectives of this license have been violated. The amount charged shall not be so high as to virtually eliminate or greatly deter public use of the ramp. The authority to charge fees to recover expenses is revocable at will if it is determined by said officer that the Grantee is violating the nonprofit objective of the charge and circumventing in any way the public's ability to use the ramp.

b. All monies received by the Grantee from the use of the boat-launching ramp must be utilized by the Grantee for the administration, maintenance, operation and development of the premises. Any such monies not so utilized or programmed for use within a reasonable time shall be paid to said officer at the end of the five (5)-year period of the license. The Grantee shall furnish a statement of receipts and expenditures for the five (5)-year license period at the end of the term. In addition to the end of the term report, the said officer shall have the right to require that a statement be furnished at any time during the license term for any specific period.

22. CONDITION OF FACILITIES

During the term of the license said facilities shall be maintained by and at the expense of the Grantee in a condition satisfactory to said officer, to include removal of trash and debris from the premises, and in a condition insuring the safety of the using public, and the Grantee will correct hazardous conditions as directed and within the time limit specified by said officer. If the Grantee does not maintain said facilities in the condition prescribed, or hazardous conditions are not corrected within the time limit specified by the said officer, this license may be revoked and the terms and conditions of Condition 12, **RESTORATION**, will apply in regard to removal of property of the Grantee and restoration of the premises.

23. MINIMUM WAGE REQUIREMENT (EXECUTIVE ORDER 13658)

a. Any reference in this section to "prime contractor" or "contractor" shall mean the Lessee and any reference to "contract" shall refer to the Lease.

b. The parties expressly stipulate this contract is subject to Executive Order 13658, the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions.

c. Minimum Wages.

(1) Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and

worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.

(2) The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 1, 2015 and December 31, 2015 shall be \$10.10 per hour. The minimum wage shall be adjusted each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all workers subject to the Executive Order beginning January 1 of the following year. If appropriate, the contracting officer, or other agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor Web site). The applicable published minimum wage is incorporated by reference into this contract.

(3) The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 10.23), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.

(4) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible therefore shall be liable for the unpaid wages.

(5) If the commensurate wage rate paid to a worker on a covered contract whose wages are calculated pursuant to a special certificate issued under 29 U.S.C. 214(c), whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due under the certificate is greater than the Executive Order minimum wage, the contractor must pay the 14(c) worker the greater commensurate wage.

d. Withholding. The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be

considered necessary to pay workers the full amount of wages required by Executive Order 13658.

e. Contract Suspension/Contract Termination/ Contractor Debarment. In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.

f. The contractor may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

g. Nothing herein shall relieve the contractor of any other obligation under Federal, State or local law, or under contract, for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such Federal, State, or local law, or under contract, entitle a contractor to pay less than \$10.10 (or the minimum wage as established each January thereafter) to any worker.

h. Payroll Records.

(1) The contractor shall make and maintain for three years records containing the information specified in paragraphs (h)(1) (i) through (vi) of this section for each worker and shall make the records available for inspection and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

- (i)** Name, address, and social security number.
- (ii)** The worker's occupation(s) or classification(s).
- (iii)** The rate or rates of wages paid.
- (iv)** The number of daily and weekly hours worked by each worker.
- (v)** Any deductions made; and
- (vi)** Total wages paid.

(2) The contractor shall also make available a copy of the contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR part 10 and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct investigations, including interviewing workers at the worksite during normal working hours.

(5) Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulations; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.

i. The contractor (as defined in 29 CFR 10.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

j. Certification of Eligibility.

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

k. Tipped employees. In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C. 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted

under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the contractor must increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the employee equal the applicable minimum wage under Executive Order 13658. To utilize this proviso:

(1) The employer must inform the tipped employee in advance of the use of the tip credit;

(2) The employer must inform the tipped employee of the amount of cash wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;

(3) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received); and

(4) The employer must be able to show by records that the tipped employee receives at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

I. Antiretaliation. It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR part 10, or has testified or is about to testify in any such proceeding.

m. Disputes concerning labor standards. Disputes related to the application of Executive Order 13658 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 10. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

n. Notice. The contractor must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor must post a notice provided by the Department of Labor in a prominent and accessible place at the

worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

o. If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

24. PAID SICK LEAVE REQUIREMENT (EXECUTIVE ORDER 13706)

Any reference in this section to "prime contractor" or "contractor" shall mean the Lessee and any reference to "contract" shall refer to the Lease.

a. Executive Order 13706. This contract is subject to Executive Order 13706, the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order, and the following provisions.

b. Paid Sick Leave.

(1) The contractor shall permit each employee (as defined in 29 CFR 13.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship that may be alleged to exist between the contractor and employee, to earn not less than 1 hour of paid sick leave for every 30 hours worked. The contractor shall additionally allow accrual and use of paid sick leave as required by Executive Order 13706 and 29 CFR part 13. The contractor shall in particular comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract.

(2) The contractor shall provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account. The contractor shall provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken.

(3) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the requirements of Executive Order 13706, 29 CFR part 13, and this clause.

c. Withholding. The contracting officer shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of Executive Order 13706, 29 CFR part 13, or this clause, including any pay and/or benefits denied or lost by reason of the violation; other actual monetary losses sustained as a direct result of the violation, and liquidated damages.

d. Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to comply with Executive Order 13706, 29 CFR part 13, or this clause, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

e. The paid sick leave required by Executive Order 13706, 29 CFR part 13, and this clause is in addition to a contractor's obligations under the Service Contract Act and Davis-Bacon Act, and a contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of Executive Order 13706 and 29 CFR part 13.

f. Nothing in Executive Order 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under Executive Order 13706 and 29 CFR part 13.

g. Record keeping.

(1) Any contractor performing work subject to Executive Order 13706 and 29 CFR part 13 must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the information specified in paragraphs (i) through (xv) of this section for each employee and shall make them

available for inspection, copying, and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

- (i) Name, address, and Social Security number of each employee;
- (ii) The employee's occupation(s) or classification(s);
- (iii) The rate or rates of wages paid (including all pay and benefits provided);
- (iv) The number of daily and weekly hours worked;
- (v) Any deductions made;
- (vi) The total wages paid (including all pay and benefits provided) each pay period;
- (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2);
- (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests;
- (ix) Dates and amounts of paid sick leave taken by employees (unless a contractor's paid time off policy satisfies the requirements of Executive Order 13706 and 29 CFR part 13 as described in § 13.5(f)(5), leave must be designated in records as paid sick leave pursuant to Executive Order 13706);
- (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3);
- (xi) Any records reflecting the certification and documentation a contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee;
- (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave;
- (xiii) The relevant covered contract;
- (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave; and

(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve a contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2)(i) If a contractor wishes to distinguish between an employee's covered and non-covered work, the contractor must keep records or other proof reflecting such distinctions. Only if the contractor adequately segregates the employee's time will time spent on non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if that contractor adequately segregates the employee's time may a contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform non-covered work during the time she asked to use paid sick leave.

(ii) If a contractor estimates covered hours worked by an employee who performs work in connection with covered contracts pursuant to 29 CFR 13.5(a)(i) or (iii), the contractor must keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. If a contractor estimates the amount of time an employee spends performing in connection with covered contracts, the contractor must permit the employee to use her paid sick leave during any work time for the contractor.

(3) In the event a contractor is not obligated by the Service Contract Act, the Davis-Bacon Act, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the FLSA's minimum wage and overtime requirements, and the contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the contractor is excused from the requirement in paragraph (1)(d) of this section to keep records of the employee's number of daily and weekly hours worked.

(4)(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of Executive Order 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents must also be maintained in compliance with the confidentiality requirements

of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41CFR60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the contractor's record keeping obligations, if any, under the Davis-Bacon Act, the Service Contract Act, the Fair Labor Standards Act, the Family and Medical Leave Act, Executive Order 13658, their respective implementing regulations, or any other applicable law.

h. The contractor (as defined in 29 CFR 13.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts.

i. Certification of Eligibility.

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts currently maintained on the System for Award Management Web site, <http://www.SAM.gov>.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

j. Interference/Discrimination.

(1) A contractor may not in any manner interfere with an employee's accrual or use of paid sick leave as required by Executive Order 13706 or 29 CFR part 13. Interference includes, but is not limited to, miscalculating the amount of paid sick leave an employee has accrued, denying or unreasonably delaying a response to a

proper request to use paid sick leave, discouraging an employee from using paid sick leave, reducing an employee's accrued paid sick leave by more than the amount of such leave used, transferring an employee to work on non-covered contracts to prevent the accrual or use of paid sick leave, disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave, or making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the contractor's operational needs.

(2) A contractor may not discharge or in any other manner discriminate against any employee for:

(i) Using, or attempting to use, paid sick leave as provided for under Executive Order 13706 and 29 CFR part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under Executive Order 13706 and 29 CFR part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under Executive Order 13706 and 29 CFR part 13; or

(iv) Informing any other person about his or her rights under Executive Order 13706 and 29 CFR part 13.

k. Waiver. Employees cannot waive, nor may contractors induce employees to waive, their rights under Executive Order 13706, 29 CFR part 13, or this clause.

l. Notice. The contractor must notify all employees performing work on or in connection with a covered contract of the paid sick leave requirements of Executive Order 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

m. Disputes concerning labor standards. Disputes related to the application of Executive Order 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

THIS LICENSE is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this _____ day of _____, _____.

TERRY D. RUPE
CHIEF, REAL ESTATE
REAL ESTATE CONTRACTING OFFICER

THIS LICENSE is also executed by the Grantee this 18th day of October, 2021.

PITTSBURG COUNTY BOARD OF COUNTY COMMISSIONERS



SIGNATURE

Charles Rogers

PRINTED NAME

County Commissioner

TITLE

918-423-1338

PHONE NUMBER

CERTIFICATE OF AUTHORITY

I, Hope Trammell, certify that I am the County Clerk
(Name) (Secretary or Attesting Officer)

Pittsburg County Board of County
of the Commissioners, named as grantee/lessee/licensee herein;
(Agency Name)

that Charlie Rogers, who signed this Agreement on behalf
(Officer Name)

Pittsburg County Board of County
of said Commissioners, was then District 1 Commissioner
(Agency Name) (Officer Title)

of the Agency; and that said Agreement was duly signed for and on behalf of

Pittsburg County Board of
the County Commissioners by authority of its governing body and is within the scope of its
(Agency Name)

statutory powers.

Signed, Hope Trammell
Secretary or Attesting Officer



(The person that signed the attached instrument cannot sign Certificate)

This form certifies that the person signing the attached instrument has the authority to do so. The signature of the Secretary/Attesting Officer and the Individual signing the attached instrument cannot be the same.

LAND DESCRIPTION

Parcel 1:

A strip, parcel, or piece of land approximately 50 feet in width and 1401.4 feet in length, lying in the E $\frac{1}{2}$ E $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5, T7N, R16E, Pittsburg County, Oklahoma, the centerline being described as follows:

BEGINNING at a point on the South boundary line, said point being 256.5 feet West of the Southeast corner of the SE $\frac{1}{4}$ of said Section 5;
THENCE, N 36°10' E, 258.4 feet;
THENCE, N 19°10' E, 184.8 feet;
THENCE, N 06°30' E, 308.5 feet;
THENCE, N 00°30' W, 206.8 feet to a point called Point "A";
THENCE, continuing N 00°30' W, 442.9 feet, to a point 20 feet north and 15.2 feet West of the Northeast corner of the E $\frac{1}{2}$ E $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$.

Containing 1.61 acres, more or less.

Parcel 2:

A strip, piece, or parcel of land approximately 60 feet in width and 716.5 feet in length, located in the N $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ and the NE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5, T7N, R16E, Pittsburg County, Oklahoma, the center line being described as follows:

BEGINNING at Point "A" as identified in Parcel 1;
THENCE, N 80°20' W, 571.5 feet;
THENCE, S 38°45' W, 145.0 feet to a point on the water line elevation 578, said point being 5.4 feet West and 55.0 feet North of the Southeast corner of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$.

Containing 0.98 acre, more or less.

Aggregated total of 2.59 acres, more or less.



0 0.0275 0.055
mi

Legend

-  **Outgranted Area**
-  **Gov Easements**
-  **Gov Fee Lands**



Map Projection: WGS 1984 Web Mercator (Auxiliary Sphere)

Contract Number: DACW56-3-22-018

Location Description: See EXHIBIT A

Service Layer Credits: Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, While the United States Army Corps of Engineers, (hereinafter referred to as USACE) has made a reasonable effort to insure the accuracy of the maps and associated data, it should be explicitly noted that USACE makes no warranty, representation or guaranty, either express or implied, as to the content, sequence, accuracy, timeliness or completeness of any of the data provided herein. The USACE, its officers, agents, employees, or servants shall assume no liability of any nature for any errors, omissions, or inaccuracies in the information provided regardless of how caused.



**U.S. Army Corps
of Engineers**
Tulsa District

EXHIBIT B

Date Created: 10/6/2021

Pittsburg County, Oklahoma

Lease Purchase Agreement

This agreement is made this day of _____ by and between the Board of County Commissioners of Pittsburg County, Oklahoma, designated throughout this agreement as the Lessee and Warren CAT _____ 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;"

Make	Model	Description	Qty	Unit Price	Lease Purchase Price
Caterpillar	140 Joy	Motorgrader	1	281700	312151.32

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 2890.29 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 8 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 4 months, all upon the same terms and conditions, provided that such options may be exercised, as a matter of right, solely and exclusively by the Lessee, the exercise of any such option shall be accomplished by the issuance of a purchase order upon or within thirty (30) days after the expiration of the terms of this lease or any renewal then in effect.

V. Title to Equipment

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

VI. Option to Purchase

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

VII. Deliver and Return of Equipment

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

VIII. Repairs and Maintenance

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

IX. Taxes

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

X. Insurance

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

XI. Patents

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 judgment against the Lessee shall obligate or bind the Lessor unless the Lessor shall have accepted such compromise or settlement, the Lessor shall have the right to enter into negotiations for and effect a compromise or settlement of such patent action, but no such compromise or settlement shall be binding upon Lessee unless approved by the Lessee. Subject only to the terms of this paragraph, the Lessor shall hold the Lessee harmless from any liability arising from any patent suit such as is described above. In the event of any of the Equipment shall be held, in any suit, to constitute an infringement of patent law, and its use shall be enjoined, then the Lessor shall, at its sole option and at the Lessor's expense:

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

XII. Funding

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

XIII. Assignment

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

XIV. Road Machinery and Equipment

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

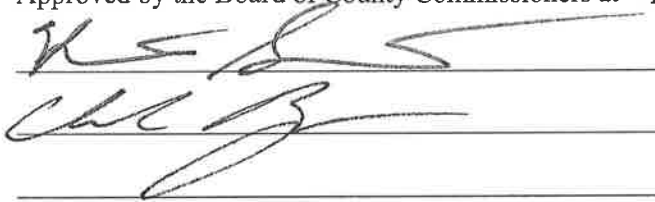
XV. Entire Agreement of the Parties and Severability

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

XVI. Choice of Law

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

Approved by the Board of County Commissioners at McAlester Oklahoma



Lessor:

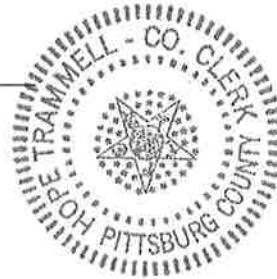
DocuSigned by:

13576D18D0864D3...

Title: Region Manager

Attest:





Date:

Warren CAT
Attn: Todd Russell
4501 West Reno
Oklahoma City, OK

Subject: Assignment of Lease


Dear Todd Russell

Please accept this letter as Pittsburg County's authorization to assign the Lease/Purchase agreement for Caterpillar 140 JOY Motor Grader, serial Number 0EB200459, to: Security State Bank.

Security State Bank
402 Broadway Ave
Cheyenne, OK 73628

This authorization is in accordance with Section XIII Lease Purchase Agreement for Equipment, SA&I Form 120B

Sincerely,

Signature:	
Name:	Charles Rogers
Title:	County Commissioner
Date:	10-18-21

Lease Assignment:

As authorized by the signature above and under Section XII of the lease Purchase Agreement for Equipment, SA&I Form 120B, I Todd Russell, assign this lease purchase agreement to Security State Bank, 402 Broadway Ave, Cheyenne, OK 73628

Signature:	<small>DocuSigned by:</small> 
Name:	Todd Russell, Regional Manager
Title:	Regional Sales Manager
Date:	

CERTIFICATE OF ACCEPTANCE

I, the undersigned, hereby certify that I am the duly qualified and acting officer with respect to the Lease Purchase Agreement for equipment dated _____, 2021 (the "Lease") by and between Warren CAT ("Lessor") and Pittsburg County Dist 1 ("Lessee").

- (1) The equipment described in the Lease (the "Equipment") has been delivered and installed in accordance with the terms of the Lease and has been irrevocably accepted by Lessee.

- (2) Lessee has appropriated and/or taken all other lawful actions necessary to provide moneys sufficient to pay all rental payments required to be paid under the Lease during the fiscal year of Lessee for which moneys have been appropriated and such moneys will mbe applied in payment of all rental payments due and payable during such current fiscal year.

- (3) 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.

- (4) During the Lease Term (as defined in the Lease) the Equipment will be used by Lessee only to perform essential governmental functions. Suck functions are as follow: Road Maintenance.

Dated:	10-28-21
By:	
Its:	Commissioner District 1

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

OPINION OF COUNSEL

Make of Equipment	Caterpillar
Model of Equipment	140 JOY
Description of Equipment	Motorgrader
Serial Number of Equipment	OEB200459

With respect to that certain Lease/Purchase Agreement for Equipment ("Lease") dated _____, 2021, by and between Lessor and Lessee, I am of the opinion that:

- (1) I approve this lease as to form
- (2) To My Knowledge, there are no suits, proceedings or investigations pending or threatened against or affecting Lessee which should have a material adverse effect on the transaction contemplated in the Lease or the ability of the Lessee to perform its obligation under the Lease.

Name of Counsel:	
Signed By:	
Printed Name:	
Date:	

REQUEST FOR MEETING MINUTES

Customer: Pittsburg County

140 Joy Motorgrader S/N OEB200459

Warren CAT is requesting a copy of the minutes of the appropriation meeting during which funds for this Lease were allocated.

A copy of this information is necessary to complete the documentation package and to fund the lease. Your cooperation in returning a complete package is greatly appreciated and will ensure timely payment of Warren CAT or their assign.

_____ A copy of the minutes have been provided.

Initials

INSURANCE COVERAGE REQUIREMENTS

To Lessor: Warren CAT

From Lessee: Pittsburg County District 1

Subject: Insurance Coverage Requirements Caterpillar Motorgrader 140
JOY S/N 0EB200459

(1) In accordance with Section 10, of the Lease Purchase Agreement for Equipment, we have instructed the insurance agent name below (please fill in name, address and telephone number)

Name: _____
 Address: _____
 Phone: _____

TO ISSUE:

a.

All Risk Physical Damage Insurance on the leased equipment evidenced by a Certificate of Insurance and Loan Form Loss Payable Clause named Warren CAT, and/or its assigns as loss Payee.
 Coverage Required: Full Replacement Value


b.

Public Liability Insurance evidenced by a Certificate of Insurance naming Warren CAT, and/or its assigns as Additional Insured.

Minimum Coverage Required:
 \$500,000.00 per person
 \$500,000.00 aggregate body injury liability
 \$100,000.00 property damage liability

(2) Proof of insurance coverage will be provided prior to the time the Equipment is delivered to us.

LESSEE

Signature:	
Name:	Charles Rogers
Title:	County Commissioner
Date:	10-18-21

PITTSBURG COUNTY DIST 1 140 JOY 0EB200459 AMORTIZATION SCHEDULE

Rate Period : Exact Days

Nominal Annual Rate : 2.300 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	09/30/2021	281,700.00	1		
2 Payment	10/31/2021	2,890.29	108	Monthly	09/30/2030

AMORTIZATION SCHEDULE - U.S. Rule (no compounding)

	Date	Payment	Interest	Principal	Balance
Loan	09/30/2021				281,700.00
1	10/31/2021	2,890.29	550.28	2,340.01	279,359.99
2	11/30/2021	2,890.29	528.11	2,362.18	276,997.81
3	12/31/2021	2,890.29	541.09	2,349.20	274,648.61
2021 Totals		8,670.87	1,619.48	7,051.39	
4	01/31/2022	2,890.29	536.51	2,353.78	272,294.83
5	02/28/2022	2,890.29	480.43	2,409.86	269,884.97
6	03/31/2022	2,890.29	527.20	2,363.09	267,521.88
7	04/30/2022	2,890.29	505.73	2,384.56	265,137.32
8	05/31/2022	2,890.29	517.93	2,372.36	262,764.96
9	06/30/2022	2,890.29	496.73	2,393.56	260,371.40
10	07/31/2022	2,890.29	508.62	2,381.67	257,989.73
11	08/31/2022	2,890.29	503.96	2,386.33	255,603.40
12	09/30/2022	2,890.29	483.20	2,407.09	253,196.31
13	10/31/2022	2,890.29	494.60	2,395.69	250,800.62
14	11/30/2022	2,890.29	474.12	2,416.17	248,384.45
15	12/31/2022	2,890.29	485.20	2,405.09	245,979.36
2022 Totals		34,683.48	6,014.23	28,669.25	
16	01/31/2023	2,890.29	480.50	2,409.79	243,569.57
17	02/28/2023	2,890.29	429.75	2,460.54	241,109.03
18	03/31/2023	2,890.29	470.99	2,419.30	238,689.73
19	04/30/2023	2,890.29	451.22	2,439.07	236,250.66
20	05/31/2023	2,890.29	461.50	2,428.79	233,821.87
21	06/30/2023	2,890.29	442.02	2,448.27	231,373.60
22	07/31/2023	2,890.29	451.97	2,438.32	228,935.28
23	08/31/2023	2,890.29	447.21	2,443.08	226,492.20
24	09/30/2023	2,890.29	428.16	2,462.13	224,030.07
25	10/31/2023	2,890.29	437.63	2,452.66	221,577.41
26	11/30/2023	2,890.29	418.87	2,471.42	219,105.99
27	12/31/2023	2,890.29	428.01	2,462.28	216,643.71
2023 Totals		34,683.48	5,347.83	29,335.65	

PITTSBURG COUNTY DIST 1 140 JOY 0EB200459 AMORTIZATION SCHEDULE

	Date	Payment	Interest	Principal	Balance
	28 01/31/2024	2,890.29	423.20	2,467.09	214,176.62
	29 02/29/2024	2,890.29	391.39	2,498.90	211,677.72
	30 03/31/2024	2,890.29	413.50	2,476.79	209,200.93
	31 04/30/2024	2,890.29	395.48	2,494.81	206,706.12
	32 05/31/2024	2,890.29	403.78	2,486.51	204,219.61
	33 06/30/2024	2,890.29	386.06	2,504.23	201,715.38
	34 07/31/2024	2,890.29	394.04	2,496.25	199,219.13
	35 08/31/2024	2,890.29	389.16	2,501.13	196,718.00
	36 09/30/2024	2,890.29	371.88	2,518.41	194,199.59
	37 10/31/2024	2,890.29	379.35	2,510.94	191,688.65
	38 11/30/2024	2,890.29	362.37	2,527.92	189,160.73
	39 12/31/2024	2,890.29	369.51	2,520.78	186,639.95
	2024 Totals	34,683.48	4,679.72	30,003.76	
	40 01/31/2025	2,890.29	364.59	2,525.70	184,114.25
	41 02/28/2025	2,890.29	324.85	2,565.44	181,548.81
	42 03/31/2025	2,890.29	354.64	2,535.65	179,013.16
	43 04/30/2025	2,890.29	338.41	2,551.88	176,461.28
	44 05/31/2025	2,890.29	344.70	2,545.59	173,915.69
	45 06/30/2025	2,890.29	328.77	2,561.52	171,354.17
	46 07/31/2025	2,890.29	334.73	2,555.56	168,798.61
	47 08/31/2025	2,890.29	329.74	2,560.55	166,238.06
	48 09/30/2025	2,890.29	314.26	2,576.03	163,662.03
	49 10/31/2025	2,890.29	319.70	2,570.59	161,091.44
	50 11/30/2025	2,890.29	304.53	2,585.76	158,505.68
	51 12/31/2025	2,890.29	309.63	2,580.66	155,925.02
	2025 Totals	34,683.48	3,968.55	30,714.93	
	52 01/31/2026	2,890.29	304.59	2,585.70	153,339.32
	53 02/28/2026	2,890.29	270.55	2,619.74	150,719.58
	54 03/31/2026	2,890.29	294.42	2,595.87	148,123.71
	55 04/30/2026	2,890.29	280.01	2,610.28	145,513.43
	56 05/31/2026	2,890.29	284.25	2,606.04	142,907.39
	57 06/30/2026	2,890.29	270.15	2,620.14	140,287.25
	58 07/31/2026	2,890.29	274.04	2,616.25	137,671.00
	59 08/31/2026	2,890.29	268.93	2,621.36	135,049.64
	60 09/30/2026	2,890.29	255.30	2,634.99	132,414.65
	61 10/31/2026	2,890.29	258.66	2,631.63	129,783.02
	62 11/30/2026	2,890.29	245.34	2,644.95	127,138.07
	63 12/31/2026	2,890.29	248.35	2,641.94	124,496.13
	2026 Totals	34,683.48	3,254.59	31,428.89	
	64 01/31/2027	2,890.29	243.19	2,647.10	121,849.03
	65 02/28/2027	2,890.29	214.99	2,675.30	119,173.73
	66 03/31/2027	2,890.29	232.80	2,657.49	116,516.24
	67 04/30/2027	2,890.29	220.26	2,670.03	113,846.21

PITTSBURG COUNTY DIST 1 140 JOY 0EB200459 AMORTIZATION SCHEDULE

	Date	Payment	Interest	Principal	Balance
68	05/31/2027	2,890.29	222.39	2,667.90	111,178.31
69	06/30/2027	2,890.29	210.17	2,680.12	108,498.19
70	07/31/2027	2,890.29	211.94	2,678.35	105,819.84
71	08/31/2027	2,890.29	206.71	2,683.58	103,136.26
72	09/30/2027	2,890.29	194.97	2,695.32	100,440.94
73	10/31/2027	2,890.29	196.20	2,694.09	97,746.85
74	11/30/2027	2,890.29	184.78	2,705.51	95,041.34
75	12/31/2027	2,890.29	185.66	2,704.63	92,336.71
2027 Totals		34,683.48	2,524.06	32,159.42	
76	01/31/2028	2,890.29	180.37	2,709.92	89,626.79
77	02/29/2028	2,890.29	163.78	2,726.51	86,900.28
78	03/31/2028	2,890.29	169.75	2,720.54	84,179.74
79	04/30/2028	2,890.29	159.13	2,731.16	81,448.58
80	05/31/2028	2,890.29	159.10	2,731.19	78,717.39
81	06/30/2028	2,890.29	148.81	2,741.48	75,975.91
82	07/31/2028	2,890.29	148.41	2,741.88	73,234.03
83	08/31/2028	2,890.29	143.06	2,747.23	70,486.80
84	09/30/2028	2,890.29	133.25	2,757.04	67,729.76
85	10/31/2028	2,890.29	132.30	2,757.99	64,971.77
86	11/30/2028	2,890.29	122.82	2,767.47	62,204.30
87	12/31/2028	2,890.29	121.51	2,768.78	59,435.52
2028 Totals		34,683.48	1,782.29	32,901.19	
88	01/31/2029	2,890.29	116.10	2,774.19	56,661.33
89	02/28/2029	2,890.29	99.97	2,790.32	53,871.01
90	03/31/2029	2,890.29	105.23	2,785.06	51,085.95
91	04/30/2029	2,890.29	96.57	2,793.72	48,292.23
92	05/31/2029	2,890.29	94.34	2,795.95	45,496.28
93	06/30/2029	2,890.29	86.01	2,804.28	42,692.00
94	07/31/2029	2,890.29	83.40	2,806.89	39,885.11
95	08/31/2029	2,890.29	77.91	2,812.38	37,072.73
96	09/30/2029	2,890.29	70.08	2,820.21	34,252.52
97	10/31/2029	2,890.29	66.91	2,823.38	31,429.14
98	11/30/2029	2,890.29	59.41	2,830.88	28,598.26
99	12/31/2029	2,890.29	55.86	2,834.43	25,763.83
2029 Totals		34,683.48	1,011.79	33,671.69	
100	01/31/2030	2,890.29	50.33	2,839.96	22,923.87
101	02/28/2030	2,890.29	40.45	2,849.84	20,074.03
102	03/31/2030	2,890.29	39.21	2,851.08	17,222.95
103	04/30/2030	2,890.29	32.56	2,857.73	14,365.22
104	05/31/2030	2,890.29	28.06	2,862.23	11,502.99
105	06/30/2030	2,890.29	21.75	2,868.54	8,634.45
106	07/31/2030	2,890.29	16.87	2,873.42	5,761.03
107	08/31/2030	2,890.29	11.25	2,879.04	2,881.99

PITTSBURG COUNTY DIST 1 140 JOY 0EB200459 AMORTIZATION SCHEDULE

Date	Payment	Interest	Principal	Balance
108 09/30/2030	2,890.29	8.30	2,881.99	0.00
2030 Totals	26,012.61	248.78	25,763.83	
Grand Totals	312,151.32	30,451.32	281,700.00	

PITTSBURG COUNTY DIST 1 140 JOY 0EB200459 AMORTIZATION SCHEDULE

Last interest amount increased by 2.85 due to rounding.

“AMENDED”
RESOLUTION
21-ARPA-01

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, October 18, 2021.

WHEREAS, on May 26, 2021, Pittsburg County received its initial payment of funds through the American Rescue Plan Act of 2021.

WHEREAS, to remain in compliance with the Interim Final Rule, Pittsburg County has decided to add the following projects to be paid for with American Rescue Plan Act of 2021 funds:

Project No. ARPA-21.001

Components of the Emergency Management Storage Warehouse – This warehouse has been built with CARES Act funding to house Personal Protective Equipment and equipment for the Pittsburg County Health Department to help fight and mitigate COVID-19.

This project will cover outdoor concrete work (Bid No. 13), ceiling insulation (Bid No. 14), underground plumbing (Bid No. 15), purchase and installation of floor finish (Bid No. 16), and the purchase and installation of overhead fan (Bid No. 17).

Project No. ARPA-21.002

This project will consist of the replacement of HVAC units and hot water heaters at the Pittsburg County Jail. The HVAC units will be equipped with HEPA filters or UV lighting which should fall under the implementing infection prevention measures or making ventilation improvements in congregate settings, health care settings or other key locations. The hot water heaters should also fall under implementing infection prevention measures.

Project No. ARPA-21.003

This project will help to ensure safety measures for our jailers and other employees at the Pittsburg County Jail by limiting the amount of contact between jailers and inmates. It will also help prevent the spread of COVID-19 as a result of less contact among jailers.

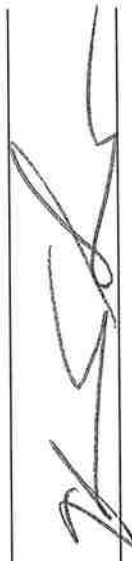
This project will consist of replacing outdated equipment and training jailers on the use of the new equipment, for security operations. This project could be considered under infection prevention measures or possible under “Improvements to data and technology infrastructure”.

THEREFORE, BE IT RESOLVED, The Board of County Commissioners, Pittsburg County, have carefully reviewed the Interim Final Rule for the American Rescue Plan Act of 2021 and believe that the above-mentioned projects qualify and approve the creation of said projects, to be tracked and recorded as required by said Interim Final Rule.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN _____



VICE-CHAIRMAN _____

MEMBER 

MEMBER _____

COUNTY CLERK 



RESOLUTION

22-086

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, October 18, 2021.

WHEREAS, on Monday, October 11, 2021, the Board of County Commissioners, Pittsburg County, met in regular session and approved the plat for Painted Horse Subdivision.

WHEREAS, upon review at the subdivision plat it was discovered that the plat had 2 lot 40's and no lot 39.

WHEREAS, with this discrepancy, the Board of County Commissioners, Pittsburg County, hereby request and approved the rescinding of the motion, second and vote for the approval of the Painted Horse plan that was approved of Monday, October 11, 2021.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby rescind the action taken of Monday, October 11, 2021 on the approval of the Painted Horse Subdivision plat.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

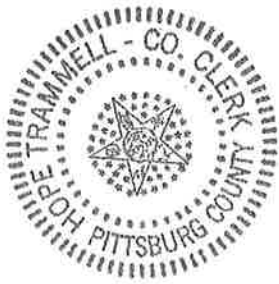
ATTEST:

CHAIRMAN _____

VICE-CHAIRMAN _____

MEMBER _____

COUNTY CLERK _____



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RESOLUTION

22-087

To Sell Abandon Property

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, October 18, 2021.

WHEREAS, on October 6, 2021 a hearing was held in courtroom 2 of Pittsburg County District Courthouse in McAlester to dispose of abandoned property held by the Pittsburg County Sheriff.

WHEREAS, on November 6, 2021, the Pittsburg County Sheriff will ^{Sell} ~~sale~~ the following list of items by public sale at the Pittsburg County Expo Center, 4500 W US Highway 270, McAlester, Oklahoma, beginning at 10:00 A.M.:

HI-POINT 9MM SEMI AUTO - SERIAL# PI329483
REMINGTON 700-30-06 LEVER ACTION - SERIAL# C6795883
REMINGTON 22 CAL SEMI AUTO RIFLE - SERIAL# A2147410
SPRINGFIELD 22 SH/LO RIFLE - NOT MADE WITH SERIAL NUMBER
WALTHER P-22, W/LAZER - SERIAL# L087920
ROHM .22 CAL REVOLVER, CHROME - SERIAL# B352573
ROHM .22 MAG REVOLVER - SERIAL# C303159
WINCHESTER .22 L/R, MOD - SERIAL# 648208
20 GAUGE SPRINGFIELD ARMS MODEL 67 - SERIAL# B560103
MARLIN .22 CAL SEMI AUTO RIFLE - SERIAL# I8554174
RHOM .22 CAL REVOLVER - SERIAL# 90885
.22 REVOLVER TANFOGLIO ITALY - SERIAL# 37620
MARLIN .22 CAL RIFLE W/MAG - SERIAL# 91456522
.38 SPECIAL SNUB NOSE REVOLVER - SERIAL# MODRG31
.22 CAL SINGLE SHOT BOLT ACTION - SERIAL# I96375
HAWK I2 GAUGE PUMP - SERIAL# 0003000
VPI MUZZLE LOADER NEW FRONTIER - SERIAL# 6II30862603
MARLIN .22 LONG RIFLE W/SCOPE - SERIAL# I6408301
CO2 BB PISTOL, CHROME/BLACK - SERIAL# 4D05853
I77 SINGLE PUMP PELLET - SERIAL# 085021569
SAVAGE MODEL I10-270 CAL W/SIMMONS SCOPE - SERIAL# G299460
STEVENS I2 GAUGE SHOTGUN, MOD 320 PUMP - SERIAL# I42053B
MARLIN .22 MAGNUM RIFLE W/SCOPE - SERIAL# 05474714
.25 CAL MD L-25 LORCIN .25 CAL + MAG - SERIAL# II17705
MARLIN .22 CAL RIFLE - SERIAL# 96458975
WINCHESTER MOD 1400 20 GAUGE SHOTGUN - SERIAL# NIII0288
COLT .22 SEMI AUTO W/MAG & HOLSTER - SERIAL# 83I71-5
SAVAGE AXIS 23 W/SCOPE-CMAO - SERIAL# H237440
TITAN 25 AUTO CHROME & BLACK W/MAG - SERIAL# D893966
LORCIN V 38 AUTO W/HOLSTER, NO MAG - SERIAL# 20I95
I2 GAUGE SHOTGUN BERETTA MOD A 300 - SERIAL# D67390E

MOSSBERG 12 GAUGE SHOTGUN - SERIAL# UM8214737
.38 SPECIAL S&W REVOLVER - SERIAL# CNR9065
S&W M&P 15-22 - SERIAL# HCD8185 (PURPLE CAMO)
.22 MAG REVOLVER W/HOLSTER & BELT - SERIAL# M2416
PELLET GUN RIFLE, BLACK IN COLOR - SERIAL# 914151533
.22 AR STYLE RIFLE - SERIAL# DZU08407
MMP 12 GAUGE PUMP - SERIAL# RS46945K
.50 MUZZLE LOADER - SERIAL# 90696214
BUCK HUNTER 50 MUZZLE LOADER - SERIAL# 141300563998
FIATELLI .22 REVOLVER - SERIAL# 38906
AR 15 BLACK IN COLOR - SERIAL# NSIII469
300 BLACK OUT - SERIAL# 30118
S&W SD-9 SEMI AUTO (1 MAG) - SERIAL# DUZ8255
BB GUN PISTOL - SERIAL# 15BD159FI5484
AIR SOFT PISTOL BB GUN - SERIAL# 17DBI49E08121
XCP CO2 PISTOL - SERIAL# 17M79540
BLACK BB PISTOL - SERIAL# 15E07172
S&W 9MM SEMI AUTO (1 MAG) - SERIAL# HFM0027
.38 SPECIAL S&W REVOLVER - SERIAL# DKVI095
.22 MAG REVOLVER - SERIAL# B30956
TEC 9 - SERIAL# 33281
REMINGTON MODEL 700 BOLT ACTION RIFLE - SERIAL# E6702182
M 300 12 GA. SEMI AUTO SHOTGUN - SERIAL# 2732500-M
HI POINT 9MM LUGAR - SERIAL# PI318955
REMINGTON MOD 700 BOLT ACTION - SERIAL# E6702182
BRYCO ARMS JENNINGS 9MM SEMI AUTO + MAG + HOLSTER - SERIAL# 1556490
9MM SEMI AUTO + MAG + HOLSTER - SERIAL# JMIII27
MOSSBERG 12 GAUGE PUMP - SERIAL# P766901
RUGER BEAR CAT .22 REVOLVER - SERIAL# 52002
STEVENS .22 CAL RIF-BLT ACTION MOD 15A - NOT MADE W/SERIAL NO.
BROWNING MEDALLION .243 CAL RIFLE - SERIAL# 83610NZ2M7
CE 380 SEMI AUTO (NO MAG) - SERIAL# CP09574
STOEGER 20 GAUGE SINGLE SHOT - NOT MADE W/SERIAL NO.
HI POINT 9MM SEMI AUTO RIFLE W/SCOPE - SERIAL# E34700
RUGER .45 SEMI AUTO NO MAG - SERIAL# 66191131
HI POINT 40 SEMI AUTO W/MAG - SERIAL# 743952
HI POINT .45 NO MAG - SERIAL# 430059
HI POINT .40 SEMI AUTO W/MAG - SERIAL# X788649
SKS WITH SCOPE - SERIAL# 1821559
MARLIN .22 CAL SEMI AUTO RIFLE MODEL NO 6083 - SERIAL# 16302811
HERITAGE .22 REVOLVER - SERIAL# FI0239
20 GAUGE HARRISONN & RICHARDSON - SERIAL# AX404942

REMINGTON 22 SHORT/LONG RIFLE - SERIAL# 21047
WINCHESTER L/A 30-30 MODEL 94 - SERIAL# 5118680
NEW ENGLAND FIREARMS 20 GAUGE SINGLE SHOT - SERIAL# NB294428
BRYCO ARMS JENNINGS .22 W/MAG & HOLSTER, CHROME - SERIAL# 128334
JEMENEZ ARMS 380 BLACK SEMI AUTO - SERIAL# 151478
BRYCO ARMS JENNINGS 380 SEMI AUTO - SERIAL# 579381
NEW ENG FIREARMS 12 GAUGE SINGLE SHOT SHOTGUN - SERIAL# NN37903
MARLIN .22 MAG RIFLE BOLT ACTION - SERIAL# 99392489
H & R .22 REVOLVER - SERIAL# AD82306
GLOCK 27 SEMI AUTO NO MAG - SERIAL# NCS572
MOSSBERG 12 GAUGE - SERIAL# T387757
RUGER GLOCK 17 - 9MM (W/MAG) - SERIAL# NUV589
H&R SINGLE SHOT - SHOT GUN (CAMO PAINT) - SERIAL# AN225668
HENRY .22 CAL LEVER ACTION RIFLE - SERIAL# C027146H
.22 MAG BOLT ACTION - SERIAL# 83171-S
12 GAUGE MOSSBERG PUMP SHOTGUN - SERIAL# P499434
SAVAGE 22 S/L - NOT MADE W/SERIAL NUMBER
.22 SEMI LONG RIFLE MODEL 887 - SERIAL# 0855283
STEVENS .22 MOD 62 W/WEAVER SCOPE - SERIAL# L364272
OFFICIAL POLICE .38 SPECIAL - 4" - SERIAL# 865974
.40 HI POINT W/MAG - SERIAL# X703264
MARLIN .22 LONG RIFLE W/SCOPE - SERIAL# 16408301
300 SAVAGE BOLT ACTION RIFLE W/SCOPE - SERIAL# G377085
.22 CAL REVOLVER - SERIAL# 2405630
STEVENS .22 LONG RIFLE - SERIAL# L267271
MOSSBERG 20 GAUGE SHOT GUN - SERIAL# P996974
SAVAGE 12 GAUGE SHOT GUN - SERIAL# P772064
AK 47 7.62 X 39 (ROMANIA) - SERIAL# S7-86980-03
MOD 62 22 L/R INTERARMS - SERIAL# G503623
WINCHESTER 30-30 - SERIAL# 3607478
THOMPSON CENTER ARMS 50 CAL MUZZLE LOADER - SERIAL# K90073
BLACK PWD 44 CAL PISTOL - SERIAL# 192501
SPRINGFIELD XD40 SEMI AUTO S/MAG - SERIAL# US424355
C-9 HI POINT 9MM LUGER - SERIAL# P1296918
MARLIN 22 MAG MODEL 25 MN-BOLT ACTION W/SCOPE - SERIAL# 0426310
S&W .38 SPECIAL REVOLVER S/HOLSTER - SERIAL# 7DI4235
357 MAGNUM RUGER REVOLVER - SERIAL# 150-45718
HI POINT 9MM SEMI AUTO W/MAG - SERIAL# P149098
KEYSTONE ARMS SPORTING SINGLE SHOT RIFLE - SERIAL# 2728
WINCHESTER 20 GAUGE PUMP - SERIAL# L1778842
HERITAGE ROUGH RIDER 22 REVOLVER - SERIAL# B6336
22 CAL BOLT ACTION RIFLE W/SCOPE - SERIAL# 96649374

.22 REVOLVER H&R - SERIAL# BB019596
TAURUS PUBLIC DEFENDER RE OL ER - THE JUDGE - SERIAL# CW913652
S&W .40 SEMI AUTO W/MAG - SERIAL# PDJ2308
WALTHER 9MM SEMI AUTO W/MAG - SERIAL# 308734
223 5.56 MODEL, AR-15 SEMI AUTO - SERIAL# DNWC046617
12 GAUGE PUMP SHOTGUN - SERIAL# R007653
GLOCK 22 40 CAL - SERIAL# ABV025
JIMENEZ ARMS 22 SEMI AUTO W/MAG - SERIAL# II88024
MOSSBERG 12 GAUGE PUMP SHOTGUN - SERIAL# K978732
WALTHER 380 SEMI AUTO W/MAG & HOLSTER - SERIAL# SI59972
RUGER 40 CAL SEMI AUTO W/2 MAG & HOLSTER - SERIAL# 343-26268
ROSSI .357 MAGNUM REVOLVER, CHROME - SERIAL# AD007180
12 GAUGE SPRINGFIELD - NOT MADE W/SERIAL NUMBER
GLENFIELD - MOD 50 - 12 GAUGE - NOT MADE W/SERIAL NUMBER
JP SAUR 44 MAG REVOLVER W/HOLSTER - SERIAL# 408514
CHARTER ARMS .38 SPECIAL REVOLVER - SERIAL# 1073213
.22 REVOLVER HERITAGE L/R W/HOLSTER - SERIAL# M36269
HI POINT 9MM SSEMI AUTO NO MAG - SERIAL# P1466805
WINCHESTER 30-30 MOD 94 - SERIAL# I323443
RUGER 10-22, 22 LONG RIFLE - SERIAL# 240-49653
S&W 380 SEMI AUTO (W/IMAG) - SERIAL# KDL9187
12 GAUGE MOSSBERG - SERIAL# P035529
CT. VALLEY 50 CAL MUZZLE LOADER - SERIAL# 61-13-121825-01
TOPPER STEVENS 22 - MOD 860 - NOT MADE W/SERIAL NUMBER
H&R 410 SHOTGUN - SERIAL# AM290794
TAURUS PT 9MM SEMI AUTO (NO MAG) - SERIAL# TBS68397
TITAN 380 SEMI AUTO (NO MAG) - SERIAL# BI04702
.22 CAL MARLIN - MOD 81 L/R - NOT MADE W/SERIAL NUMBER
HI POINT 9MM SEMI AUTO (NO MAG) - SERIAL# P1623048
HI POINT 45 SEMI AUTO (1 MAG & HOLSTER) - SERIAL# 328970
20 GAUGE - SERIAL# G775642
LC9 RUGER 9MM - SERIAL# 329-14631
RG BRAND 22 REVOLVER - SERIAL# I312437
BLACK AIR SOFT RIFLE
20 GAUGE PUMP SHOTGUN - SERIAL# E529914
22 LONG RIFLE - MARLIN WOOD STOCK - SERIAL# I8395432
MARLIN 30-30 - SERIAL# 25026448
RG 22 CAL MOD 66 REVOLVER - SERIAL# IB211612
.22 MAG RIFLE LEVER ACTION - SERIAL# F48871
BERSA 380 - SERIAL# 316115
45 CL SEMI AUTO (3 MAG & HOLSTER) - SERIAL# X4215464
22 REVOLVER W/HOLSTER - SERIAL# AS36905

MAG RESEARCH MT EAGLE 22 PISTOL SEMI AUTO (1 MAG) - SERIAL# M6-92-13863
REMINGTON 870 - SERIAL# B865085U
REMINGTON 7MM - SERIAL# 6458534
SAVAGE I7 HMR - SERIAL# 0315921
REMINGTON MOD 597 - SERIAL# 2995096M
STEVENS MOD 94 16 GAUGE - NOT MADE W/SERIAL NUMBER
TAURUS PISTOL - SERIAL# TCM56579
HI POINT 380 (1 MAG) - SERIAL# P8026161
CVA BUCKHORN MAGNUM .50 CAL MUZZLE LOADER - SERIAL# 61-13-179796-04
JIMENEZ 9MM SEMI AUTO (1 MAG) - SERIAL# 375814
TITAN .25 CAL SEMI AUTO (1 MAG) - SERIAL# B66770
9MM SEMI AUTO (1 MAG) SILVER - SERIAL# L031887
SCC 4 9MM SEMI AUTO (1 MAG) PINK - SERIAL# 566113
22 REVOLVER - SERIAL# L015394
.38 SPECIAL REVOLVER - SERIAL# R151151
RAVEN R 25 CAL SEMI AUTO (1 MAG) - SERIAL# 1199225
RUGER 45 CAL REVOLVER - SERIAL# 48-47769
S&W .40 CAL (1 MAG) - SERIAL# FZC0083
410/45 CAL DERRINGER - DOUBLE BARREL - SERIAL# C00014110
TAURUS .45 CAL SEMI AUTO (NO MAG) - SERIAL# NFT67640
SPRINGFIELD MOD 67 - SERIAL# C252269
HERITAGE 22 REVOLVER - SERIAL# J29691
REMINGTON .22 L/S - SERIAL# 18364
RUGER 22 CAL (1 MAG) - SERIAL# 220-77905
LCP RUGER 380 (1 MAG) - SERIAL# 37114356
AMERICAN TACTICAL 380 (1 MAG & HOLSTER) - SERIAL# T0620-10J00342
LR FRONTIER 22 REVOLVER (DUCT TAPED) - SERIAL# I799P
HERITAGE .22 REVOLVER - SERIAL# F22978
RUGER 10-22 - SERIAL# 115-14021
RUGER 10-22 - SERIAL# 254-13836
MARLIN .22 MOD 81-DL - NOT MADE W/SERIAL NUMBER
SAVAGE MARK 2 .22 - SERIAL# 05239097
MARLIN .22 SEMI AUTO - SERIAL# 10652754
RUGER 10-22 - SERIAL# 112-52647
RUGER RANCH RIFLE 223 CAL - SERIAL# 141305666295
TRADITION 50 CAL MUZZLE LOADER - SERIAL# 04513398
MARLIN .22 - SERIAL# 04513398
JC HIGGINS .22 - SERIAL# 10319820
SAVAGE .22 - SERIAL# 936979
MARLIN .22 - SERIAL# 01133645
MARLIN GLENFIELD - SERIAL# 273289740
SAVAGE CUB .22 - SERIAL# 1041103

.22 SHORT PISTOL - SERIAL# I17918
HI POINT 40 CAL - SERIAL# X736420
ROHM .38 - SERIAL# I2I908
HERITAGE ARMS - SERIAL# B16893
S&W .38 REVOLVER - SERIAL# C346578
AMT .380 - SERIAL# G04530
SCHMIOT OSTHEIM .357 REVOLVER - SERIAL# I3385
TITAN .380 - SERIAL# EBI5495
LORCIN .380 - SERIAL# 385078
WALTHER PPK 9MM/380 - SERIAL# 5052487
STERLING .22 - SERIAL# A80466
PHOENIX ARMS .22 - SERIAL# 4232147
SCHOFIELD 45 CAL TOP BREAK REV - SERIAL# 456760
H&R .22 - SERIAL# AXI42311
.38 MOD 767 - SERIAL# 5671
ROSSI .38 - SERIAL# 752342
RUGER .22 - SERIAL# 6520962
FIE .22 REVOLVER - SERIAL# 1707
KEL TEC .380 - SERIAL# L0418
COBRA DERRINGER 9MM W/XTR BARREL - SERIAL# CT208527
H&R .22 REVOLVER - SERIAL# AP70450
IVORY JOHNSON .22 REVOLVER - SERIAL# H94104
HERITAGE .22 REVOLVER - SERIAL# NR923V1
HI STANDARD .22 - SERIAL# M007498
REMINGTON I148 I2 GAUGE - SERIAL# 5054924
CARTUCHOS I2 GAUGE MOD SB - SERIAL# 251494
MARLIN .22 MAG - SERIAL# 94630003
65 JAP - SERIAL# 2952

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby authorize the Pittsburg County Sheriff to ~~sell~~ the above-mentioned abandoned property on November 6, 2021, beginning at 10:00 a.m. at the Pittsburg County Expo Center, 4500 W. US Highway 270, McAlester, Oklahoma.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN _____



VICE-CHAIRMAN _____

MEMBER _____

COUNTY CLERK _____

RESOLUTION
NO. 22- 089

The Board of County Commissioners, Pittsburg County, Met in regular session on Monday, October 18, 2021.

WHEREAS, Pittsburg County District #3 has been issued a check from Turbo Diesel of Oklahoma as a refund of a core charge for a turbo. The funds are to be deposited in the amount of \$500.00 into the District #3 Highway Sales Tax M&O account 1313-6-8043-2005 since the expenses for the turbo came from the respective account.

WHEREAS, Pittsburg County District #3 requests that the Board of County Commissioners approve this transaction of the deposit into the respective account.

THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Pittsburg County do hereby approve the deposit of \$500.00 from Turbo Diesel of Oklahoma as a refund for turbo core charge.

ATTEST:



CHAIRMAN

A handwritten signature in black ink, appearing to be "K. S. S.", written over a horizontal line.

VICE-CHAIRMAN

A handwritten signature in black ink, appearing to be "C. J.", written over a horizontal line.

MEMBER

A handwritten signature in black ink, appearing to be "Hope Trammell", written over a horizontal line.

COUNTY CLERK

TURBO DIESEL OF OKLAHOMA, INC.
PITTSBURG COUNTY DIST#3

50173

Check Number 50173
Check Date Sep 29, 2021

Item to be Paid - Description

Accounts Receivable

Check Amount \$500.00
Discount Take
Amount Paid

500.00

*W# 133
4/1/2011
3039-22
CNY # 120910*

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE (GON) AND FOLIE HOLOGRAM

TURBO DIESEL OF OKLAHOMA, IN

8628 W RENO AVE
OKLAHOMA CITY, OK 73127
PH (405) 495-5656

Weekie Federal Credit Union
39-8569/3030

50173
MP/PAL/AMOR

1313-6-8043-2005

DATE
Sep 29, 2021

Memo:

AMOUNT
\$ 500.00

PAY Five Hundred and 00/100 Dollars

TO THE ORDER OF:

PITTSBURG COUNTY DIST#3
1906 N 15TH
McAlester, OK 74501



⑈050173⑈ ⑆30

RESOLUTION

22-090

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, October 18, 2021.

WHEREAS, Pittsburg County District 1 wishes to declare the following items surplus:

ITEM NO.	DESCRIPTION	VIN/SERIAL
DI-302.168	1998 INTERNATIONAL 9200 DUMP TRUCK	2HSFMAHR5WC04665I
DI-302.181	WHITE W/ORANGE 2014 WESTERN STAR	5KJJAVDV6EPV1431
DI-301.173	2003 MACK TRUCK	1M2AGIIC53M004004

WHEREAS, the above-mentioned items are no longer needed by Pittsburg County District 1 and shall be sold online with the Online Only Surplus Equipment Auction with Mike Graham Auctioneers

THEREFORE, BE IT KNOWN, the Board of County Commissioners, Pittsburg County, do hereby declare the above-mentioned items surplus for Pittsburg County District 1, to be sold online with the Online Surplus Equipment Auction with Mike Graham Auctioneers

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN _____

VICE CHAIRMAN _____

MEMBER _____

COUNTY CLERK _____



RESOLUTION # 20-091
NOTICE OF BID

The Board of County Commissioners, Pittsburg County, Oklahoma, met in regular session on October 18, 2021.

NOTICE IS HEREBY GIVEN BY THE Pittsburg County Purchasing Agent, the Board of County Commissioners of Pittsburg County, will on the 1st day of November, 2021 at the hour of 10:00 a.m. open Sealed Bids for the following.

Printing of Regular Ballots, Absentee Ballots and Sample Ballots for all Elections that are call for by resolution with the County Election Board. Said Ballots must be printed and delivered in quantities and colors ordered, must meet all specifications for Printing and Preparing Ballots as provided by the Pittsburg County Election Board, when and as needed by the Secretary of the Pittsburg County Election Board within a one year period beginning December 1, 2021 to November 30, 2022. A bid packet containing complete specifications can be obtained from the Pittsburg County Clerk's office, 115 E. Carl Albert Parkway, Room 103, McAlester, OK 74501 or online at pittsburg.okcounties.org. Each Competitive Bid submitted to a county must accompanied with an Affidavit for Filing with Competitive Bid form, as required by O.S. 61§ 1381. Bids will be awarded to the lowest and best bidder. The successful bidder will be required to sign a Ballot Printing Contract and required to provide a copy of certificate of insurance.

Sealed bids will be received and filed with the Pittsburg County Clerk, 115 E. Carl Albert Parkway, McAlester, OK 74501 until Friday, October 29, 2021 at 5:00 p.m. All bids received after 5:00 p.m. on October 29, 2021 will NOT BE OPENED. The Board of County Commissioners reserves the right to reject any and all bids and re-advertise.

BOARD OF CONTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

CHAIRMAN


MEMBER


MEMBER



ATTEST:


COUNTY CLERK

RESOLUTION

22-092

The Board of County Commissioners, Pittsburg County, Met in regular session Monday October 18, 2021.

WHEREAS, District 1 wishes to cancel the following Purchase Orders

3640 to Holiday INN Express dated October 27, 2020 in the amount of \$376.00 for lodging for 4 nights

7529 to Warren Power & Machinery dated March 15, 2021 in the amount of \$91.35 for a block heater cord

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

THEREFORE, BE IT KNOWN, the Board of County Commissioners, Pittsburg County, do hereby cancel purchase orders **3640** in the amount of \$376.00, **7529** in the amount of \$91.35 for fiscal year 2020-2021

Board of County Commissioners
Pittsburg County, Oklahoma

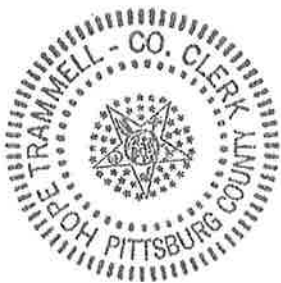
ATTEST:

CHAIRMAN _____

VICE CHAIRMAN [Signature]

MEMBER [Signature]

COUNTY CLERK [Signature]



RESOLUTION

NO. 22-093

The Board of County Commissioners, Pittsburg County, Met in regular session Monday, October 18th, 2021.

WHEREAS, the Assessor's office wishes to cancel the following Purchase Order 2650 to OK Tire dated September 24th, 2020 in the amount of \$10.00 for flat repair.

WHEREAS, the purchase order was not used, therefore it is no longer needed.

THEREFORE BE IT RESOLVED, Pittsburg County Commissioners do hereby cancel Purchase Order 2650 for FY 2020-2021.

CHAIRMAN



MEMBER



MEMBER



ATTEST:



COUNTY CLERK

RESOLUTION

NO. 22-094

The Board of County Commissioners, Pittsburg County, Met in regular session Monday, October 18th, 2021.

WHEREAS, High Hill Volunteer Fire Department wishes to cancel the following Purchase Order

9742 to Comdata dated June 1st, 2021 in the amount of \$1,000.00 for fuel.

WHEREAS, the purchase order was not used, therefore it is no longer needed.

THEREFORE BE IT RESOLVED, Pittsburg County Commissioners do hereby cancel Purchase Order 9742 for FY 2020-2021.

CHAIRMAN


MEMBER

MEMBER

ATTEST:


MEMBER




COUNTY CLERK

RESOLUTION

NO. 22-095

The Board of County Commissioners, Pittsburg County, Met in regular session Monday, October 18th, 2021.

WHEREAS, Blue Volunteer Fire Department wishes to cancel the following Purchase Order

9737 to Comdata dated June 1st, 2021 in the amount of \$1,000.00 for fuel.

WHEREAS, the purchase order was not used, therefore it is no longer needed.

THEREFORE BE IT RESOLVED, Pittsburg County Commissioners do hereby cancel Purchase Order 9737 for FY 2020-2021.

CHAIRMAN



MEMBER



MEMBER

ATTEST:




COUNTY CLERK

RESOLUTION

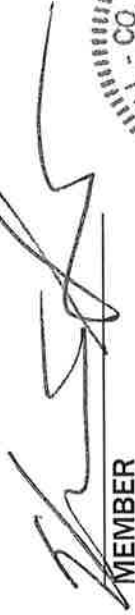
NO. 22-096

The Board of County Commissioners, Pittsburg County, Met in regular session Monday, October 18th, 2021.

WHEREAS, the County Clerk's office wishes to cancel the following Purchase Order 5260 to OSU-CTP dated December 28th, 2020 in the amount of \$40.00 for training.
WHEREAS, the purchase order was not used, therefore it is no longer needed.

THEREFORE BE IT RESOLVED, Pittsburg County Commissioners do hereby cancel Purchase Order 5260 for FY 2020-2021.

CHAIRMAN


MEMBER

MEMBER


MEMBER



ATTEST:


COUNTY CLERK

RESOLUTION

NO. 22-097

The Board of County Commissioners, Pittsburg County, Met in regular session Monday, October 18th, 2021.

WHEREAS, the Commissioner's office wishes to cancel the following Purchase Order 8001 to Biz-Tel dated March 30th, 2021 in the amount of \$142.50 for computer configuration.

WHEREAS, the purchase order was not used, therefore it is no longer needed.

THEREFORE BE IT RESOLVED, Pittsburg County Commissioners do hereby cancel Purchase Order 8001 for FY 2020-2021.

CHAIRMAN


MEMBER

MEMBER


MEMBER

ATTEST:




COUNTY CLERK

RESOLUTION

NO. 22-098

The Board of County Commissioners, Pittsburg County, Met in regular session Monday, October 18th, 2021.

WHEREAS, Bugtussie Volunteer Fire Department wishes to cancel the following Purchase Orders

3383 to OK Fire dated October 14th, 2020 in the amount of \$1,300.00 for maintenance on tanker.

and

9738 to Comdata dated June 1st, 2021 in the amount of \$700.00 for fuel.

WHEREAS, the purchase orders were not used, therefore they are no longer needed.

THEREFORE BE IT RESOLVED, Pittsburg County Commissioners do hereby cancel Purchase Orders 3383 & 9738 for FY 2020-2021.

CHAIRMAN


MEMBER


MEMBER



ATTEST:


COUNTY CLERK

RESOLUTION

NO. 22-099

The Board of County Commissioners, Pittsburg County, Met in regular session Monday, October 18th, 2021.

WHEREAS, Tannehill Volunteer Fire Department wishes to cancel the following Purchase Orders

2695 to Bemac Supply dated September 25th, 2020 in the amount of \$79.00 for hose.

and

5351 to Hopkins Propane dated December 30th, 2020 in the amount of \$1,138.26 for propane.

WHEREAS, the purchase orders were not used, therefore they are no longer needed.

THEREFORE BE IT RESOLVED, Pittsburg County Commissioners do hereby cancel Purchase Orders 2695 & 5351 for FY 2020-2021.

CHAIRMAN



MEMBER



MEMBER



ATTEST:



COUNTY CLERK

RESOLUTION

NO. 22-100

The Board of County Commissioners, Pittsburg County, Met in regular session Monday, October 18th, 2021.

WHEREAS, Kiowa Volunteer Fire Department wishes to cancel the following Purchase Orders

3521 to Casco Industries dated October 21st, 2020 in the amount of \$3,322.00 for bunker gear.

and

3522 to Myder Fire Support dated October 21st, 2020 in the amount of \$6,412.50 for service & repairs to Engine #2.

WHEREAS, the purchase orders were not used, therefore they are no longer needed.

THEREFORE BE IT RESOLVED, Pittsburg County Commissioners do hereby cancel Purchase Orders 3521 & 3522 for FY 2020-2021.

CHAIRMAN



MEMBER



MEMBER



ATTEST:



COUNTY CLERK

RESOLUTION

NO. 22-101

The Board of County Commissioners, Pittsburg County, Met in regular session Monday, October 18th, 2021.

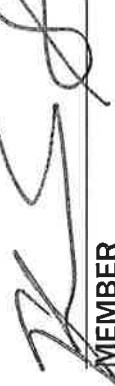
WHEREAS, Emergency Management wishes to cancel the following Purchase Orders

- 6245 to Staples Credit Plan dated February 21st, 2021 in the amount of \$100.00 for office supplies.
 - 6995 to Staples Credit Plan dated March 1st, 2021 in the amount of \$500.00 for office supplies.
 - 6996 to Kiamichi Automotive dated March 1st, 2021 in the amount of \$300.00 for auto parts.
 - 6998 to Atwoods dated March 1st, 2021 in the amount of \$500.00 for maintenance supplies.
 - 7850 to OTA-Pikepass dated March 29th, 2021 in the amount of \$40.00 for toll.
 - 8908 to Pro Kill dated May 3rd, 2021 in the amount of \$106.00 for pest control.
 - 9177 to Holman's Fast Lube dated May 10th, 2021 in the amount of \$500.00 for oil changes.
- and
- 9730 to OTA-Pikepass dated June 1st, 2021 in the amount of \$40.00 for toll.

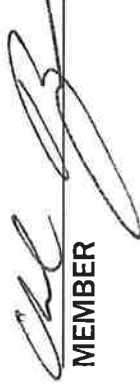
WHEREAS, the purchase orders were not used, therefore they are no longer needed.

THEREFORE BE IT RESOLVED, Pittsburg County Commissioners do hereby cancel Purchase Orders 6245, 6995, 6998, 7850, 8908, 9177 & 9730 for FY 2020-2021.

CHAIRMAN



MEMBER



MEMBER

ATTEST:



COUNTY CLERK

RESOLUTION

NO. 2021-102

The Board of County Commissioners, Pittsburg County, Met in regular session Monday, October 18th, 2021.

WHEREAS, the Sheriff's office wishes to cancel the following Purchase Orders

2483 to Locke Heating & Cooling Supply dated September 17th, 2020 in the amount of \$30.82 for electrical supplies.

5660 to Staples Credit Plan dated January 11th, 2021 in the amount of \$200.00 for office supplies.

5777 to McAlester Mechanical dated January 12th, 2021 in the amount of \$2,232.00 for repairs in jail kitchen.

5856 to Walmart Community dated January 19th, 2021 in the amount of \$100.00 for department supplies.

6735 to Galls Inc dated February 22nd, 2021 in the amount of \$2,080.00 for uniform jackets.

7673 to Lowes dated March 22nd, 2021 in the amount of \$100.00 for maintenance supplies.

8515 to Comdata dated April 16th, 2021 in the amount of \$592.68 for fuel.

9056 to Indian Nation Wholesale dated May 4th, 2021 in the amount of \$79.20 for commissary supplies.

and

10350 to T&W Tire dated June 21st, 2021 in the amount of \$100.00 for tire repairs.

WHEREAS, the purchase orders were not used, therefore they are no longer needed.

THEREFORE BE IT RESOLVED, Pittsburg County Commissioners do hereby cancel Purchase Orders 2483, 5660, 5777, 5856, 6735, 7673, 8515, 9056 & 10350 for FY 2020-2021.

CHAIRMAN



MEMBER

ATTEST:



MEMBER



COUNTY CLERK

RESOLUTION

NO. 22-103

The Board of County Commissioners, Pittsburg County, Met in regular session Monday, October 18th, 2021.

WHEREAS, General wishes to cancel the following Purchase Orders

645 to Wav 11 dated July 20th, 2020 in the amount of \$125.00 for internet repairs.

2948 to H & P Mechanical dated October 1st, 2020 in the amount of \$128.90 for drain line repair.

2949 to H & P Mechanical dated October 1st, 2020 in the amount of \$965.00 for IHP Condenser motor.

3312 to Biz-Tel dated October 12th, 2020 in the amount of \$95.00 for camera repairs in security office.

3540 to McAlester News Capital dated October 22nd, 2020 in the amount of \$68.00 for publication.

5099 to Biz-Tel dated December 17th, 2020 in the amount of \$520.00 for replacement of door card reader.

5371 to H & P Mechanical dated January 4th, 2021 in the amount of \$3,500.00 for service calls & parts.

5524 to Biz-Tel dated January 5th, 2021 in the amount of \$520.00 for replacement of door card reader.

6232 to H & P Mechanical dated February 1st, 2021 in the amount of \$3,500.00 for service calls & parts.

6574 to Bank of America dated February 9th, 2021 in the amount of \$39.72 for Gard Bird Repeller.

10208 to Biz-Tel dated June 14th, 2021 in the amount of \$1,100.00 for panic button.

10331 to Arts Electric dated June 17th, 2021 in the amount of \$307.00 for installing 2 receptables in DA's office.

10332 to Arts Electric dated June 17th, 2021 in the amount of \$2,177.15 for retrofitting recessed lights in West Court Room.

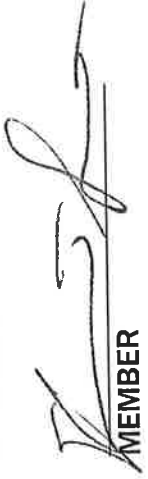
and

10333 to Arts Electric dated June 17th, 2021 in the amount of \$147.00 for retrofitting recessed light in Commissioner's office.

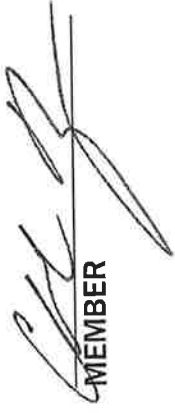
WHEREAS, the purchase orders were not used, therefore they are no longer needed.

THEREFORE BE IT RESOLVED, Pittsburg County Commissioners do hereby cancel Purchase Orders 645, 2948, 2949, 3312, 3540, 5099, 5371, 5524, 6232, 6574, 10208, 10331, 10332 & 10333 for FY 2020-2021.

CHAIRMAN



MEMBER



MEMBER



ATTEST:



COUNTY CLERK

RESOLUTION

NO. 22-104

The Board of County Commissioners, Pittsburg County, Met in regular session Monday, October 18th, 2021.

WHEREAS, Pittsburg County Commissioner's wish to cancel the following Purchase Order

10504 to Kurt Whiteside dated June 24th, 2021 in the amount of \$1,200.00 for installation of 10 unit at jail.

WHEREAS, the purchase order was not used, therefore it is no longer needed.

THEREFORE BE IT RESOLVED, Pittsburg County Commissioners do hereby cancel Purchase Order 10504 for FY 2020-2021.

CHAIRMAN


MEMBER

MEMBER

ATTEST:




COUNTY CLERK

RESOLUTION

22-105

The Board of County Commissioners, Pittsburg County, Met in regular session Monday October 18, 2021.

WHEREAS, District 2 wishes to cancel the following Purchase Orders

4670 to Fugates Rock LLC dated December 2, 2020 in the amount of \$164.00 for contract hauling

5258 to OSU-CTP dated December 28, 2020 in the amount of \$40.00 for inventory tracking & disposal training for Kevin Smith

7583 to OSU-CTP dated March 17, 2021 in the amount of \$65.00 for Excise Board Training for Kevin Smith

9181 to Fensco dated May 10, 2021 in the amount of \$6,157.80 for grey pipe

9284 to Warren Power & Machinery dated May 12, 2021 in the amount of \$328.30 for various filters

10080 to Dolese dated June 9, 2021 in the amount of \$1,100.00 for 8" surge

10221 to Hatco dated June 14, 2021 in the amount of \$1,427.25 for Eraser 2.5 gal weed killer

10336 to P & K Equipment dated June 18, 2021 in the amount of \$1,810.36 for a stump jumper for mower

739 to Irwin Trailer LLC dated July 22, 2020 in the amount of \$488.98 for a Tarp Assembly

799 to Adams True Value dated July 24, 2020 in the amount of \$20.00 for C Clamps

3139 to Kirby Smith INC dated October 6, 2020 in the amount \$160.00 for Hydraulic Hose & shipping

4738 to H2O Depot dated December 7, 2020 in the amount of \$300.00 for a Blanket for Miscellaneous Water and Cooler Rental

5474 to OK Tire dated January 4, 2021 in the amount of \$25.00 for a flat repair

7036 to Kiamichi Automotive Warehouse dated March 1, 2021 in the amount of \$1,500.00 for a blanket parts and shop supplies

7215 to Ada Paper Company dated March 4, 2021 in the amount of \$291.70 for trash bags

8781 to US Postmaster dated April 27, 2021 in the amount of \$122.00 for Yearly Box Rental

8953 to Kiamichi Automotive Warehouse dated May 3, 2021 in the amount of \$1,500.00 for blanket miscellaneous parts and shop supplies

9042 to HATCO Feed Store dated May 4, 2021 in the amount of \$50.80 for a chain, grab hook, pliers and fence tool

9762 to Kiamichi Automotive Warehouse dated June 1, 2021 in the amount of \$1,500.00 for blanket parts and shop supplies

9776 to Unifirst First Aid & Safety dated June 1, 2021 in the amount of \$300.00 for medicine cabinet restock

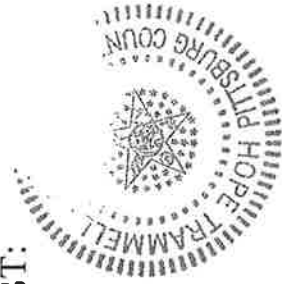
9782 to Rinker's Auto dated June 1, 2021 in the amount of \$1,500.00 for blanket parts and shop supplies

10229 to Dolese dated June 15, 2021 in the amount of \$18,600.00 for 1 ½" Crusher run

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

THEREFORE, BE IT KNOWN, the Board of County Commissioners, Pittsburg County, do hereby cancel purchase order 4670 in the amount of \$164.00, 5258 in the amount of \$40.00, 7583 in the amount of \$65.00, 9181 in the amount of \$6,157.80, 9284 in the amount of \$328.30, 10080 in the amount of \$1,110.00, 10221 in the amount of \$1,427.25, 10336 in the amount of \$1,810.36, 739 in the amount of \$488.98, 799 in the amount of \$20.00, 3139 in the amount of \$160.00, 4738 in the amount of \$300.00, 5474 in the amount of \$25.00, 7036 in the amount of \$1,500.00, 7215 in the amount of \$291.70, 8781 in the amount of \$122.00, 8953 in the amount of \$1,500.00, 9042 in the amount of \$50.80, 9762 in the amount of \$1,500.00, 9776 in the amount of \$300.00, 9782 in the amount of \$1,500.00, 10229 in the amount of \$18,600.00 for fiscal year 2020-2021

ATTEST:



CHAIRMAN _____

Board of County Commissioners
Pittsburg County, Oklahoma

VICE CHAIRMAN _____

MEMBER _____

COUNTY CLERK _____

RESOLUTION

22-106

The Board of County Commissioners, Pittsburg County, Met in regular session Monday October 18, 2021.

WHEREAS, District 3 wishes to cancel the following Purchase Orders

9944 to James Supplies dated June 7, 2021 in the amount of \$500.00 for a blanket for welding supplies

9945 to Unifirst First Aid & Safety dated June 7, 2021 in the amount of \$200.00 for a blanket for first aid supplies

9864 to Dolese dated June 2, 2021 in the amount of \$1,338.50 for 5/8" #3 cover chips

3341 to Bank of America dated October 16, 2020 in the amount of \$178.00 for lodging

4749 to T & B Tire and Automotive dated December 7, 2020 in the amount of \$500.00 for a blanket for tires

5685 to Miller Office Equipment dated January 11, 2021 in the amount of \$33.70 for monthly copier maintenance

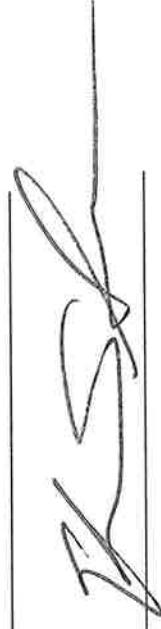
WHEREAS, the purchase orders were never used and the purchase orders should be cancelled.

THEREFORE, BE IT KNOWN, the Board of County Commissioners, Pittsburg County, do hereby cancel purchase order 9944 in the amount of \$500.00, 9945 in the amount of \$200.00, 9864 in the amount of \$1,338.50, 3441 in the amount of \$178.00, 4749 in the amount of \$500.00, 5685 in the amount of \$33.70 for fiscal year 2020-2021

Board of County Commissioners
Pittsburg County, Oklahoma

ATTEST:

CHAIRMAN _____



VICE CHAIRMAN _____



MEMBER _____

COUNTY CLERK Hope Trammell

PLEASE READ CAREFULLY.

THE APPROVAL PROCESS AND FEE FOR PUBLIC SERVICE & PIPELINE CROSSING PERMITS HAS CHANGED.

1. Once you have picked up or received a Application for Permit from the Board of County Commissioners, Pittsburg County, you should fill in the application has usual. A fillable form of this permit is available under the forms section on Pittsburg County's website at pittsburg.okcounties.org.
2. Once your permit is ready for approval, please deliver to the Pittsburg County Floodplain Administrator's Office. You may want to email them a copy of this permit so that they can make the determination of whether this location is located within a floodplain, the Floodplain Administrator's email address is floodplain.pittsburgco@gmail.com. If this location is located within a floodplain, it will be necessary to acquire a floodplain permit before this permit is presented to the Board of County Commissioners. Please Be Advised, the Board of County Commissioners, Pittsburg County, will not act on this permit until a floodplain determination has been made, and if required, a floodplain permit has been issued. You can find the fee schedule in the body of the permit. You will want to provide this form in duplicate, should you wish to obtain an original copy.
3. Once the determination, and if required, a floodplain permit is issued, this/these permit(s) must be delivered to the Board of County Commissioners Office, 115 E. Carl Albert Parkway, Room 100, McAlester, Oklahoma, 74501 along with payment for the permit, which can be found in the fee schedule located in the body of the permit.

PERMIT# _____

STATE OF OKLAHOMA
COUNTY OF PITTSBURG
APPLICATION FOR PERMIT
PUBLIC SERVICE/PIPELINE CROSSING

We, the undersigned, hereby petition the Board of County Commissioners, Pittsburg County, to grant a permit for a public service, pipeline crossing, ingress and egress, or line installation as described below and in accordance with the provisions as listed.

PLEASE PRINT

PUBLIC SERVICE/PIPELINE OWNER NAME: Pittsburg Co. R.W.D. #11

CONTACT: James Terral EMAIL: jamesterral@gmail.com

ADDRESS: _____ PHONE: (918) 470-5077

CITY: Kiowa STATE: OK ZIP CODE: 74553

CONSTRUCTION COMPANY NAME: Pittsburg Co. R.W.D. #11

CONTACT: James Terral EMAIL: same

ADDRESS: same PHONE: (918) 470-5077

CITY: Kiowa STATE: OK ZIP CODE: 74553

TYPE OF INSTALLATION (Please mark all boxes that apply)					
<input type="checkbox"/> Electric	<input checked="" type="checkbox"/> Permanent Line	<input type="checkbox"/> Salt Water	<input checked="" type="checkbox"/> Residential	<input type="checkbox"/> Boring	
<input type="checkbox"/> Gas	<input type="checkbox"/> Temporary Line	<input checked="" type="checkbox"/> Fresh Water	<input type="checkbox"/> Commercial	<input checked="" type="checkbox"/> Trenching	
<input type="checkbox"/> Oil		<input type="checkbox"/> Other	<input type="checkbox"/> Agricultural	<input type="checkbox"/> In/Through existing culvert	
<input checked="" type="checkbox"/> Water			<input type="checkbox"/> Oil/Gas Service Road	<input type="checkbox"/> Temporary Road	
<input type="checkbox"/> Telephone			<input type="checkbox"/> Other	<input type="checkbox"/> Cross Bridge	
<input type="checkbox"/> Sewer				<input type="checkbox"/> Other:	
<input type="checkbox"/> Other					

This permit is to erect, construct and maintain a water line along, upon and across the hereinafter said county highway/road for the purpose of transporting, selling, and using water.

Beginning at 34.6922632-95.8645960 and CROSS freeway route Staples Rd.
GPS Location (in decimals) Cross or Parallel County Road Name

Approximately 1.7 miles South of 63 Hwy and ending at
North, South, East, West Name of Closest Intersecting Road or Highway

34.6922632-95.8645960 Embraced in Section _____ Township _____ Range _____
GPS Location (in decimals)

PIPELINES		ELECTRIC	
SIZE <u>1 1/2</u>	<u>Pex</u>	VOLTAGE _____	CONDUCTOR SIZE _____
ALLOY/MATERIAL _____	<u>Pex</u>	TYPE OF STRUCTURE _____	RULING SPAN _____
WALL THICKNESS _____			
CONTENTS <u>Water</u>			
MFG. TEST PRESSURE <u>80 Psi</u>			
MAX. OPERATING PRESSURE <u>80 Psi</u>			
WORKING PRESSURE <u>80 Psi</u>			
COMMUNICATIONS		SERVICE ENTRANCE	
WIRES/PAIRS/STRANDS _____		DIAMETER OF CULVERT PIPE _____	LENGTH OF CULVERT PIPE _____
GUAGE _____			
CABLE TYPE _____			

CASING SIZE _____ ALLOY/MATERIAL _____ WALL THICKNESS _____

FLOODPLAIN ADMINISTRATOR'S REVIEW

Upon review, I, Holly Sweetin, a Floodplain Administrator for Pittsburg County, have determined that the above-referenced public service/pipeline crossing permit:

_____ Does X Does Not

fall within any floodplain.

Holly Sweetin
Signature, Pittsburg County Floodplain Administrator

(Administrator: Please attach a copy of the floodplain permit and receipt where permit was paid if road crossing is within a floodplain)

If granted, this permit is subject to the following conditions, requirements and covenants, to-wit, please initial that you have read each condition, requirement or covenant:

1. Applicant/contractor is aware that all road crossing permits for PITTSBURG COUNTY shall require approval from the Pittsburg County Floodplain Administrator's Office and that all permits and fees owed to the Floodplain Administrator's Office will be paid in full before approval is given by the Board of County Commissioners.

Initial: JT

2. Application for road crossing must be submitted *no later than 5 days before a meeting* of the Board of County Commissioners with a check for the amount of permit made payable to the Pittsburg County Commissioners. The petitioner/contractor shall contact the County Commissioners Office at the completion of crossing for an onsite inspection.

Initial: JT

3. The applicant must agree to hold Pittsburg County harmless for any damage or injury to persons or property caused by or resulting from the construction, maintenance, operation, or repair of the facilities on, under, or over the County right-of-way. The petitioner/contractor will be responsible for any damage resulting from deviation of the plat.

Initial: J.T.

4. All crossings shall be bored on blacktop/asphalt roads. Cutting may be permitted on dirt roads, ditches, or other surfaces with approval from the Board of County Commissioners. Blasting is not permitted.

Initial: J.T.

5. In construction pipelines or utility routes that cross county highways or roads, NO DITCH, TRENCH, OR BORING, shall be done by the applicant/contractor until approved by the Board of County Commissioners. All ditching and trenching shall be completed to the County Commissioner's specifications. Applicants, contractors or owners shall maintain crossing. (Signs, grass, brush control, etc.)

Initial: J.T.

6. The petitioner/contractor shall furnish all flag men, lights, barricades, and warning signs meeting all laws and regulations, including those in the "Manual on Uniform Traffic Control Devices" appropriate for the construction project. The petitioner/contractor agrees to keep the road open to traffic unless approved by the Board of County Commissioners. At the conclusion of such work, the right-of-way must be in a presentable condition.

Initial: J.T.

7. When notified to do so by the Board of County Commissioners, the petitioner/contractor agrees at their expense to make all changes in the facility on County right-of-way.

Initial: J.T.

8. Relocation - Applicant, upon 30 days written notice, agrees to relocate utilities at their expense should it interfere with County construction and/or maintenance.

Initial: J.T.

9. Aerial facilities - Clearance above the traffic lanes of the road at all aerial pole line crossings shall comply with applicable safety codes and will not be less than 20 feet. All poles, posts, stubs, fixtures, down guys, wires, and other appurtenances must be kept in good repair at all times and free from weeds and brush within a 5-foot area of the installation. These facilities, when paralleling the roadway, shall be single pole construction and located within 3 feet of the fence line, if a fence exists. If no fence exists, the right-of-way shall be located by an Oklahoma Registered Land Surveyor at the petitioner's expense and a copy provided to the Board prior to construction. All crossings shall be as nearly perpendicular as possible. Facility shall not interfere with the natural flow of waters or ditch.

Initial: J.T.

10. Underground facilities - All shall be a minimum of 5 feet below the elevation of the center line of the road, but not less than 4 feet below the bottom of the ditch. Crossings shall be encased from right-of-way line to right-of-way line and be vented off the right-of-way lines. Concrete caps of 4' wide and 6" deep may be required from edge of road to fence line. Identification markers shall be installed at each right-of-way line directly above the facility. The markers must identify the owner's name, address and telephone

number, size of facility, and emergency contact number in black with a yellow background. Marker must be at least 130 sq. inches in area and erected at a height plainly visible from the road right-of-way.

All underground electric cable crossings must be placed in a conduit and be a minimum of 4 feet below the ditch flow lines. Conduit placed beneath a roadway must be steel, HDPE, heavy-duty PVC, or fiberglass if it is designed to withstand roadway loading and is properly protected.

Steel pipelines crossing the right-of-way may be, upon approve of the Commissioner, installed without encasement if the carrier pipe material within the right-of-way is superior to the carrier pipe material outside the right-of-way by being of steel at least one grade better and of the same wall thickness, or a minimum of one wall thickness greater and of the same alloy. Pipe must be properly protected from corrosion.

Facilities such as water and sanitary sewer lines crossing the county right-of-way shall be encased. Maintenance will be performed by a method that will not disturb the through lanes or interfere with traffic. All conduits shall be sufficient to withstand roadway loadings.

Initial: J.T.

11. All section corners and ¼ section corners shall be protected. No pipeline or utility line shall cross an intersection diagonally. No liens shall cross within 50 feet of a ¼ section corner or 100' of a bridge.

Initial: J.T.

12. Owners of all facilities shall be responsible, at their own expense, for decommissioning of sites. Roads and right-of-way shall be restored to the original condition or better.

Initial: J.T.

13. All road crossings shall comply with all Department of Transportation and/or Oklahoma Corporation Commission pipeline safety standards rules and regulations in effect at the time of the permit.

Initial: J.T.

14. All pipelines made of non-metallic materials must have a tracer wire installed so the pipeline can be located from above the ground.

Initial: J.T.

15. Above ground water lines are temporary and shall be placed within three (3) feet of fence line or county right-of-way as not to disrupt road maintenance. All temporary water lines shall be marked or identified with a company contact number or sign at every county road crossing.

The type of temporary road crossing, either above the road surface or trenched, are at the discretion of the individual commissioner. Trenched lines shall be at sufficient depth as to not interfere with normal maintenance and shall be removed at applicant's expense. The owner, firm or company requesting the permit for temporary or permanent line(s) shall be responsible for all damages to county roads or right-of-way caused by such installation. Temporary installation permits are for a period of thirty (30) days. A new permit will be required for each thirty (30) day time period.

Initial: J.T.

16. Any pipe or tin horns to be installed shall be a beveled end at a 45° angle with concrete end treatments. The commissioner shall approve proper diameter of pipe.

Initial: J.T.

FEE SCHEDULE
(Check must accompany permit)

Floodplain Inspection Fee (if necessary).....	\$50.00 each
Floodplain Oil & Gas Pipeline Burial Permit Fee	\$300.00 each
Floodplain Permit extension	1/2 of permit fee each
(all floodplain permits expire 6 months for original permit date)	
Road Bore - Permanent	\$1,000.00 each
Domestic or livestock water 3" diameter or less	N/C
Cut or trenched permanent.....	\$1,500.00 each
Temporary lines through culverts/bridges	\$1,500.00 each
Temporary buried line, cut or trenched	\$1,500.00 each
Temporary Road Crossing Bridge	\$1,500.00 each

NOTE: FAILURE TO NOTIFY COMMISSIONERS OF HEAVY LOAD MOVEMENT OR IF A LINE OR SERVICE ENTRANCE IS PLACED IN COUNTY RIGHT-OF-WAY WITHOUT THE PROPER PERMIT(S) MAY RESULT IN A FINE UP TO \$5,000 PLUS COURT COSTS

PETITIONER/CONTRACTOR'S ATTESTMENT

I hereby attest to the accuracy of the information contained on this application. I further certify that, in my professional opinion, the facility line is installed; the drawings, plans and specifications therefore comply in all respects with the requirement of said permit.

James Vernal
Petitioner/Contractor Signature

10/11/21
Date

Operator
Title

(918) 470-5075
Phone Number

PERMIT APPROVAL

The undersigned Board of County Commissioners, Pittsburg County, do hereby grant the crossing described in the application hereinabove set forth; provided that, the same shall be subject to the terms and conditions of the application incorporated herein by this reference.

Approved on the 18th day of October, 2021.

Pittsburg County District # 2

Company Check# _____ Date of Check _____ Amount of Check _____

COMMISSIONERS COMMENTS/CHANGES:

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:



[Signature]
District 1 Commissioner

[Signature]
District 2 Commissioner

District 3 Commissioner

[Signature]
County Clerk