

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

FILED

DATE: JANUARY 31, 2022

JAN 28 2022

TIME: 9:00 A.M.

TIME 8:31 AM

HOPE TRAMMELL, COUNTY CLERK
PITTSBURG COUNTY

BY _____ DEPUTY

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

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

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

1. CALL MEETING TO ORDER
2. ROLL CALL:

KEVIN SMITH	-	CHAIRMAN
CHARLIE ROGERS	-	VICE-CHAIRMAN
ROSS SELMAN	-	MEMBER
3. APPROVAL OF AGENDA
4. APPROVE/DISAPPROVE MEETING MINUTES
 - A. Special Meeting Minutes from January 24, 2022
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. Letter terminating Detention Services Agreement between Pittsburg County and Sac & Fox Nation
 - B. EXPO CENTER
 - ii. Monthly Report from Krystal Bess, Expo Center Manager
7. FISCAL TRANSACTIONS
 - A. CLAIMS AND PURCHASE ORDERS
 - B. TRANSFERS
 - C. OFFICIAL'S MONTHLY REPORTS
 - D. BLANKET PURCHASE ORDERS
 - E. FUEL BIDS
8. UNFINISHED BUSINESS

A. Award/Reject Bid No. 10, Outdoor Facilities at the Pittsburg County Expo Center (a.k.a. Southeast Expo)

9. AGENDA ITEMS

- A. Approve/Disapprove Payment Application No. 1 to Martin Roofing, in the amount of \$305,000.00 for the Pittsburg County Expo Center (a.k.a. Southeast Expo)
- B. Approve/Disapprove Lease Documents for One (1) 2022 Chevrolet 1500 Pickup - Sheriff
- C. Resolution 22-182 to Rescind Six (6) Month Bid on Select Road Oils and Re-Award
- D. Resolution 22-183 to Advertise for Bids on CRS+2 and CRS-2S - BOCC
- E. Resolution 22-184 to Appoint Board Member to the Pittsburg County Free Fair Board of Directors, to fill an unexpired term - District 3
- F. Resolution 22-185 to Cancel Purchase Order - Sam's Point VFD
- G. Resolution 22-186 to Cancel Purchase Order - Haileyville VFD
- H. Resolution 22-187 to Cancel Purchase Order - District 1
- I. Resolution 22-188 to Cancel Purchase Order - E.D.A.
- J. Resolution 22-189 to Re- Advertise for Bids for the Outdoor Facilities at the Southeast Expo Center
- K. EXECUTIVE SESSION:
- i. To Conduct Personnel Performance Evaluation of Richard Fry, Asphalt Plant Employee, pursuant to Oklahoma Statutes Title 25 § 307(B)(1)
 - ii. To Conduct Personnel Performance Evaluation of Casidhe Morgan, BOCC 3rd Deputy, pursuant to Oklahoma Statutes, Title 25 § 307(B)(1)
 - iii. To Conduct Personnel Performance Evaluation of Holly Sweetin, BOCC 2nd Deputy, pursuant to Oklahoma Statutes, Title 25 § 307(B)(1)
 - iv. To Conduct Personnel Performance Evaluation of Sandra Crenshaw, BOCC 1st Deputy, pursuant to Oklahoma Statutes, Title 25 § 307(B)(1)

10. ROAD CROSSING PERMIT

A. Josh Stout, residential water line - District 1

11. 10:00 A.M. - BID OPENINGS

None.

12. 10:00 A.M. - PUBLIC HEARINGS

None.

13. RECESS OR ADJOURNMENT


Clerk

**PITTSBURG COUNTY COMMISSIONER
JANUARY 31, 2022
MINUTES**

The Board of County Commissioners, Pittsburg County, met in regular session on January 31, 2022 at 9:00 A.M., Meeting held in County Commissioners Conference Room, after proper notice and agenda were posted indicating time and date. Agenda was posted at 8:31 A.M., January 28, 2022.

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

Ross Selman	Present
Kevin Smith	Present
Charlie Rogers	Present

3. APPROVAL OF AGENDA: Smith made a motion to approve the agenda with a correction to add item 7F payroll; seconded by Selman.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

4. APPROVE/DISAPPROVE MEETING MINUTES:

A. REGULAR MEETING MINUTES FROM JANUARY 24, 2022: The minutes from the previous meeting, January 24, 2022 regular meeting. Smith made a motion to approve the minutes as read with a correction to the agenda to be regular meeting instead of special meeting; seconded by Selman.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

5. RECOGNITION OF GUESTS/PUBLIC COMMENTS: None.

6. OFFICIALS – DEPARTMENT REPORTS:

A. COMMISSIONERS:

i. LETTER TERMINATING DETENTION SERVICES AGREEMENT BETWEEN PITTSBURG COUNTY AND SAC & FOX NATION: Selman explained that this is due to the McGirt ruling.

B. EXPO CENTER:

i. MONTHLY REPORT FROM KRYSTAL BESS, EXPO CENTER MANAGER: Bess presenter the board with the upcoming schedule of events. Bess stated that the Dancing Rabbit Music Festival has requested to hold the festival at the expo in case of rain outs. The music festival has requested a holding fee but would pay the regular rate if they used the facility.

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 Selman.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

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

Pittsburg County Commissioners Minutes
January 31, 2022
Page 3

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

C. MONTHLY REPORTS: None.

D. BLANKET PURCHASE ORDERS:

DEPT	PO	AMOUNT	VENDOR
Jail	6465	\$ 300.00	Lowes
Sheriff	6466	\$ 600.00	Pepsi Cola
Sheriff	6467	\$1,200.00	Flowers Baking Co
Emergency Mgmt.	6468	\$1,500.00	Lowes
District #1	6469	\$1,000.00	Yellowhouse Machinery
District #1	6470	\$ 500.00	Kiamichi Automotive
District #1	6471	\$ 200.00	Lindley's Grocery
District #1	6472	\$ 500.00	P&K Equipment
District #2	6473	\$2,000.00	Cintas
District #2	6474	\$1,500.00	Kiamichi Automotive
District #2	6475	\$ 200.00	Unifirst 1 st Aid
District #2	6476	\$ 300.00	H2O Depot
District #2	6477	\$1,500.00	Rinker's Automotive

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

AYE: Kevin Smith
Charlie Rogers
Ross Selman

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.	2.8500	2.8895	2.8895	2.7900
HOOTEN	2.94774	2.98734	2.99104	No Bid
HOPKINS	2.9300	2.9500	2.9500	2.7900

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

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

F. PAYROLL: Selman made a motion to approve the month-end payroll; seconded by Rogers.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

8. UNFINISHED BUSINESS:

A. AWARD/REJECT BID NO. 10, OUTDOOR FACILITIES AT THE PITTSBURG COUNTY EXPO CENTER: Selman made a motion to reject the bid; seconded by Rogers.

Pittsburg County Commissioners Minutes
January 31, 2022
Page 5

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

9. AGENDA ITEMS:

A. APPROVE/DISAPPROVE PAYMENT APPLICATION NO. 1 TO MARTIN ROOFING, IN THE AMOUNT OF \$305,000.00 FIR THE PITTSBURAG COUNTY EXPO CENTER (A.K.A. SOUTHEAST EXPO): Smith made a motion to approve the payment application upon receipt of materials; seconded by Selman.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

B. APPROVE/DISAPPROVE LEASE DOCUMENTS FOR ONE (1) 2022 CHEVROLET 1500 PICKUP - SHERIFF: Smith made a motion to approve the lease documents; seconded by Selman.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

C. RESOLUTION 22-182 TO RESCIND SIX (6) MONTH BID ON SELECT ROAD OILS AND RE-AWARD: Sandra Crenshaw stated that the awarded vendor substituted products for the MC-30 and MC-3000. Smith made a motion to approve the resolution; seconded by Rogers.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

D. RESOLUTION 22-183 TO ADVERTISE FOR BIDS ON CRS+2 AND CRS-2S - BOCC: Smith read the resolution. Smith made a motion to approve the resolution with the correction to the bid opening date to February 14th; seconded by Selman.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

E. RESOLUTION 22-184 TO APPOINT BOARD MEMBER TO THE PITTSBURG COUNTY FREE FAIR BOARD OF DIRECTORS, TO FILL AN UNEXPIRED TERM – DISTRICT 3: Smith read the resolution. Selman made a motion to approve the resolution; seconded by Rogers.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

F. RESOLUTION 22-185 TO CANCEL PURCHASE ORDER – SAM’S POINT VFD:
Smith read the resolution stating purchase order 1593. Selman made a motion to cancel the purchase order; seconded by Rogers.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

G. RESOLUTION 22-186 TO CANCEL PURCHASE ORDER – HAILEYVILLE VFD:
Smith read the resolution stating purchase order 6259. Smith made a motion to cancel the purchase order; seconded by Selman.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

H. RESOLUTION 22-187 TO CANCEL PURCHASE ORDER – DISTRICT 1: Smith read the resolution stating purchase order 5737. Selman made a motion to cancel the purchase order; seconded by Rogers.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

I. RESOLUTION 22-188 TO CANCEL PURCHASE ORDER – E.D.A.: Smith read the resolution stating purchase order 6076. Selman made a motion to cancel the purchase order; seconded by Smith.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

J. RESOLUTION 22-189 TO RE-ADVERTISE FOR BIDS FOR THE OUTDOOR FACILITIES AT THE SOUTHEAST EXPO CENTER: Smith read the resolution. Smith made a motion to re-advertise; seconded by Rogers.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

K. EXECUTIVE SESSION:

i. TO CONDUCT PERSONNEL PERFORMANCE EVALUATION OF RICHARD FRY, ASPHALT PLANT EMPLOYEE, PURSUANT TO OKLAHOMA STATUTES TITLE 25 § 307(B)(1):

ii. TO CONDUCT PERSONNEL PERFORMANCE EVALUATION OF CASIDHE MORGAN, BOCC 3RD DEPUTY, PURSUANT TO OKLAHOMA STATUTES TITLE 25 § 307(B)(1):

iii. TO CONDUCT PERSONNEL PERFORMANCE EVALUATION OF HOLLY SWEETIN, BOCC 2ND DEPUTY, PURSUANT TO OKLAHOMA STATUTES TITLE 25 § 307(B)(1):

iv. TO CONDUCT PERSONNEL PERFORMANCE EVALUATION OF SANDRA CRENSHAW, BOCC 1ST DEPUTY, PURSUANT TO OKLAHOMA STATUTES TITLE 25 § 307(B)(1):

Smith made a motion to move into executive session; seconded by Selman.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

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

Ross Selman	Present
Kevin Smith	Present
Charlie Rogers	Present

10. ROAD CROSSING PERMIT:

A. JOSH STOUT, RESIDENTIAL WATER LINE – DISTRICT 1: Rogers made a motion to approve the road crossing permit; seconded by Smith.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

Pittsburg County Commissioners Minutes
January 31, 2022
Page 10

11. 10:00 A.M. – BID OPENINGS: None.

12. 10:00 A.M. – PUBLIC HEARINGS: None.

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

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed. Meeting Adjourned.

Purchase Orders By Account

Fiscal Year : 2021-2022

Date Range: 01/31/2022 to 01/31/2022

PO	Warrant No.	Vendor Name	Purpose	Amount
----	-------------	-------------	---------	--------

Animal Shelter

1316-1-8020-2005

006457	000422	CENTER POINT ENERGY ARKLA	MONTHLY SERVICE	\$ 1,192.32
			Total:	\$ 1,192.32

Assr Rev Fee

1204-1-1600-2005

005996	000001	VISUAL LEASE SERVICES INC.	PLAT BOOK	\$ 264.25
			Total:	\$ 264.25

CARES

1565-1-2000-2005

005968	000021	STONE ELECTRIC	ELECTRICIAN SERVICES	\$ 4,475.89
			Total:	\$ 4,475.89

1565-1-2000-4110

006433	000022	JE SYSTEMS INC	FIRE ALARM SYSTEM RE	\$ 5,115.00
			Total:	\$ 5,115.00

Control Substance

7301-1-0200-1110

006407	000018	DISTRICT ATTORNEYS COUNCIL	PERSONAL SERVICES	\$ 4,000.00
			Total:	\$ 4,000.00

Econ Dev Trust

7603-4-0500-2005

006346	000194	LOWES	PARTS & SHOP SUPPLIE	\$ 109.67
006409	000195	ACC BUSINESS	MONTHLY SERVICE	\$ 603.58
			Total:	\$ 713.25

PO	Warrant No.	Vendor Name	Purpose	Amount
----	-------------	-------------	---------	--------

Econ Dev Trust

7603-4-0500-2040

006422	000196	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 4,419.28
006423	000197	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 39.16
006424	000198	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 22.13
006425	000199	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 159.93
006426	000200	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 221.53
006427	000201	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 22.13
006436	000202	MAIN & OKLAHOMA CHURCH OF CHRI	SECURITY DEPOSIT RET	\$ 100.00
006437	000203	CARDEN INTERNATIONAL CIRCUS	SECURITY DEPOSIT RET	\$ 500.00
006438	000204	OKLAHOMA EDUCATIONAL PUBLISHE	SECURITY DEPOSIT RET	\$ 100.00
006439	000205	CULLUM, LESLEE	SECURITY DEPOSIT RET	\$ 100.00
006440	000206	ZUNGINA, MARIA	SECURITY DEPOSIT RET	\$ 100.00

Total: \$ 5,784.16

Emergency Mgmt

1212-2-2700-2005

006254	000187	CANON FINANCIAL SERVICES	COPIER LEASE	\$ 135.00
006255	000188	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 11.87

Total: \$ 146.87

General

0001-1-0100-2005

005313	002361	STAPLES CREDIT PLAN	OFFICE SUPPLIES	\$ 123.04
006200	002362	ADA PAPER COMPANY	COPY PAPER	\$ 410.00

Total: \$ 533.04

0001-1-0600-2005

006366	002363	FUSION	MONTHLY SERVICE	\$ 64.76
--------	--------	--------	-----------------	----------

Total: \$ 64.76

0001-1-1000-2005

006365	002364	FUSION	MONTHLY SERVICE	\$ 64.77
--------	--------	--------	-----------------	----------

Total: \$ 64.77

0001-1-1600-2005

006246	002365	XEROX CORPORATION	COPIER LEASE	\$ 948.49
--------	--------	-------------------	--------------	-----------

Total: \$ 948.49

PO	Warrant No.	Vendor Name	Purpose	Amount
----	-------------	-------------	---------	--------

General

0001-1-1700-1310

006360	002366	LYONS, TOMMY	TRAVEL	\$ 330.53
006361	002367	TRIPP, HILLARY N.	TRAVEL	\$ 487.89
006362	002368	WILSON, JERRY L.	TRAVEL	\$ 438.75
006363	002369	COSPER, CONCHATTA L.	TRAVEL	\$ 361.53
006364	002370	MOODY, ELIZABETH R.	TRAVEL	\$ 153.27

Total: \$ 1,771.97

0001-1-1700-2005

006368	002371	FUSION	MONTHLY SERVICE	\$ 64.76
--------	--------	--------	-----------------	----------

Total: \$ 64.76

0001-1-2000-2011

006211	002372	CHRISTOPHER BEENE M.D.	INMATE MEDICAL	\$ 3,000.00
--------	--------	------------------------	----------------	-------------

Total: \$ 3,000.00

0001-1-2100-1310

006441	002373	CRONE, TOMMY R.	TRAVEL	\$ 109.16
--------	--------	-----------------	--------	-----------

Total: \$ 109.16

0001-1-2200-2005

006369	002374	FUSION	MONTHLY SERVICE	\$ 64.76
006431	002375	WAV 11	COMPUTER REPAIRS	\$ 172.50

Total: \$ 237.26

0001-1-3300-2005

006081	002376	TROY & BANKS	PROFESSIONAL SERVIC	\$ 74.77
006241	002377	A-1 MINI STORAGE	STORAGE RENTAL	\$ 80.00
006280	002378	MCALESTER NEWS CAPITAL & DEM.	PUBLICATION	\$ 443.40
006378	002379	MCALESTER NEWS CAPITAL & DEM.	PUBLICATION	\$ 518.85
006397	002380	SHERWIN WILLIAMS	MAINTENANCE SUPPLIE	\$ 102.05

Total: \$ 1,219.07

0001-2-0400-2005

006398	002382	AT&T MOBILITY	MONTHLY CELLULAR PAY	\$ 1,117.25
--------	--------	---------------	----------------------	-------------

Total: \$ 1,117.25

0001-2-0400-2012

006275	002381	US FOODS	INMATE GROCERIES	\$ 2,807.15
006274	002383	PERFORMANCE FOODSERVICE - LITT	INMATE GROCERIES	\$ 450.97

Total: \$ 3,258.12

PO	Warrant No.	Vendor Name	Purpose	Amount
----	-------------	-------------	---------	--------

General

0001-2-2700-2005

006291	002384	FUSION	MONTHLY SERVICE	\$ 346.29
006292	002385	MILLER OFFICE EQUIPMENT	COPY OVERAGE	\$ 49.05
006294	002386	OCV LLC	SOFTWARE SERVICE	\$ 2,995.00
006450	002387	BIZ-TEL	COMPUTER SETUP	\$ 142.50
			Total:	\$ 3,532.84

0001-5-0900-2005

006419	002389	ALERT 360	SECURITY MONITORING	\$ 42.65
			Total:	\$ 42.65

0001-6-0800-2005

006410	002388	CANON FINANCIAL SERVICES	MONTHLY SERVICE	\$ 150.00
006191	002390	STAPLES ADVANTAGE	OFFICE SUPPLIES	\$ 1,348.54
006286	002391	LOWES	BUILDING MATERIALS	\$ 46.92
006367	002392	FUSION	MONTHLY SERVICE	\$ 64.76
006416	002393	MILLER OFFICE EQUIPMENT	MONTHLY SERVICE	\$ 17.40
			Total:	\$ 1,627.62

Health

1216-3-5000-2005

004639	000192	SAINT FRANCIS HEALTH SYSTEM	TB CHEST XRAY	\$ 40.00
005673	000193	PRO KILL INC.	PEST CONTROL	\$ 158.00
			Total:	\$ 198.00

Highway

1102-6-4300-2005

006295	001545	ALL ABOUT U PLUMBING	SHOP EQUIP. REPAIRS	\$ 140.00
006458	001546	CENTER POINT ENERGY ARKLA	MONTHLY SERVICE	\$ 1,258.88
			Total:	\$ 1,398.88

Hwy-ST

1313-6-8040-2005

005704	001698	MUSKOGEE SAND COMPANY INC	CLASS A SAND	\$ 3,857.14
005840	001699	DOLESE	#4 SCREENINGS	\$ 4,668.23
005905	001700	DOLESE	3/8" #2 COVER CHIPS	\$ 7,363.74
006075	001701	ASPHALT & FUEL SUPPLY	PG 64-22	\$ 13,719.60
006126	001702	RAM INC	FUEL	\$ 5,617.27

PO	Warrant No.	Vendor Name	Purpose	Amount
----	-------------	-------------	---------	--------

Hwy-ST

1313-6-8040-2005

006261	001703	ATWOODS	TIRES	\$ 117.98
006285	001704	ASPHALT & FUEL SUPPLY	PG 64-22	\$ 13,353.30
006408	001705	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 1,505.27
006459	001706	RURAL WATER DIST #6	MONTHLY SERVICE	\$ 139.08

Total: \$ 50,341.61

1313-6-8041-2005

005542	001707	DOLESE	1 1/2" CRUSHER RUN	\$ 4,574.97
005676	001708	STAPLES ADVANTAGE	OFFICE SUPPLIES	\$ 137.89
005845	001709	MILLER OFFICE EQUIPMENT	COPIER MAINTENANCE	\$ 428.76
005901	001710	STIGLER STONE	1 1/2" ODOT BASE TYPE	\$ 4,944.70
005981	001711	CUSTOM PRODUCTS CORPORATION	ROAD SIGNS	\$ 173.09
006094	001712	AMERICAN STAMP & MARKING PROD.	NOTARY STAMP	\$ 49.60
006138	001713	RAM INC	DIESEL	\$ 2,491.16
006238	001714	TRUE VALUE HARTSHORNE	NUTS & BOLTS	\$ 4.69
006257	001715	US CELLULAR	MONTHLY SERVICE	\$ 145.20
006370	001716	FUSION	MONTHLY SERVICE	\$ 64.77
006414	001717	LONGTOWN RW&S DIST. #1	MONTHLY SERVICE	\$ 35.00

Total: \$ 13,049.83

1313-6-8042-2005

006412	001718	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 316.78
006415	001719	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 61.37
006442	001720	MCELROY, JILL	CONTRACT LABOR	\$ 350.00
006371	001721	FUSION	MONTHLY SERVICE	\$ 64.77

Total: \$ 792.92

1313-6-8043-2005

005559	001722	KIAMICHI AUTOMOTIVE WAREHOUSE	PARTS	\$ 856.46
005783	001723	DOLESE	1 1/2" CRUSHER RUN	\$ 4,611.40
006113	001724	DOLESE	1 1/2" CRUSHER RUN	\$ 4,641.00
006250	001725	RAM INC	FUEL	\$ 2,857.84
006258	001726	US CELLULAR	MONTHLY SERVICE	\$ 435.60
006265	001727	JIM S TIRE & BRAKE	TIRES & SERVICES	\$ 387.98
006266	001728	UNIFIRST FIRST AID CORP	GLOVES	\$ 441.00
006283	001729	JUSTIN NIMROD DOZER SERVICE LLC	CONTRACT HAULING	\$ 3,402.00
006354	001730	CMC EXPRESS	CONTRACT HAULING	\$ 1,344.00

Total: \$ 18,977.28

Rural Fire-ST

PO	Warrant No.	Vendor Name	Purpose	Amount
Rural Fire-ST				
1321-2-8201-2005				
006392	000588	OK FIRE	GLOVES ETC	\$ 580.69
			Total:	\$ 580.69
1321-2-8205-2005				
006231	000589	KIAMICHI ELECTRIC COOP.	MONTHLY SERVICE	\$ 80.00
004622	000590	COMDATA	FUEL	\$ 144.30
006232	000591	PITTSBURG COUNTY FIREFIGHTERS	MEMBERSHIP DUES	\$ 25.00
			Total:	\$ 249.30
1321-2-8207-2005				
006235	000592	CANADIAN VALLEY TELEPHONE	MONTHLY SERVICE	\$ 139.38
006236	000593	OKLA. NATURAL GAS COMPANY	MONTHLY SERVICE	\$ 143.65
006237	000594	FIREPROGRAMS	ANNUAL LICENSE FEE	\$ 1,018.00
			Total:	\$ 1,301.03
1321-2-8214-2005				
004630	000595	COMDATA	FUEL	\$ 184.33
			Total:	\$ 184.33
1321-2-8214-4130				
006418	000596	WELCH STATE BANK	LEASE PAYOFF	\$ 4,200.35
			Total:	\$ 4,200.35
1321-2-8215-2005				
006260	000597	AT&T	MONTHLY SERVICE	\$ 212.24
			Total:	\$ 212.24
1321-2-8216-2005				
006451	000598	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 118.38
			Total:	\$ 118.38
1321-2-8220-2005				
005502	000599	MCALESTER NEWS CAPITAL & DEM.	PUBLICATION	\$ 42.70
			Total:	\$ 42.70
1321-2-8222-2005				
005904	000600	STAPLES ADVANTAGE	OFFICE SUPPLIES	\$ 334.95
			Total:	\$ 334.95

PO	Warrant No.	Vendor Name	Purpose	Amount
----	-------------	-------------	---------	--------

Rural Fire-ST

1321-2-8222-4110

005903	000601	STAPLES ADVANTAGE	COMPUTER & SOFTWARE	\$ 922.49
			Total:	\$ 922.49

SH Commissary

1223-2-0400-2005

006146	000179	COMMISSARY EXPRESS	INMATE COMMISSARY	\$ 3,611.92
006213	000180	COMMISSARY EXPRESS	KIOSK FEES	\$ 68.25
006272	000181	US FOODS	INHOUSE COMMISSARY	\$ 1,054.12
			Total:	\$ 4,734.29

SH Svc Fee

1226-2-0400-2005

003425	000990	WAV 11	COMPUTER REPAIRS	\$ 75.00
006220	000991	STATE OF OKLAHOMA	INTOXILIZER CERTIFICAT	\$ 24.00
006281	000992	KIAMICHI ELECTRIC COOPERATIVE	UTILITIES: TOWER #2	\$ 53.06
			Total:	\$ 152.06

1226-2-3400-2005

004782	000993	HERO 247	UNIFORMS	\$ 2,660.00
006089	000994	US FOODS	JAIL KITCHEN SUPPLIES	\$ 26.87
006376	000995	T & W TIRE	TIRE	\$ 157.86
006394	000996	TRAMMELLS AUTOMOTIVE	AUTO REPAIR	\$ 110.00
006401	000997	O REILLY AUTO PARTS	AUTO PARTS	\$ 120.57
006402	000998	TRAMMELLS AUTOMOTIVE	AUTO REPAIR	\$ 250.00
006404	000999	O REILLY AUTO PARTS	AUTO PARTS	\$ 175.12
006406	001000	CANON FINANCIAL SERVICES	COPIER LEASE	\$ 175.00
006411	001001	PATRIOT AUTO GROUP	AUTO PARTS	\$ 642.00
			Total:	\$ 4,317.42

1226-2-3400-2030

004385	001002	ADA PAPER COMPANY	JAIL JANITORIAL SUPPLI	\$ 601.78
004568	001003	BOB BARKER COMPANY	INMATE CLOTHING	\$ 971.44
005611	001004	LOCKE HEATING & COOLING SUPPLY	MAINTENANCE SUPPLIE	\$ 216.83
005612	001005	WALMART COMMUNITY CARD	JAIL SUPPLIES	\$ 252.91
006215	001006	COMMISSARY EXPRESS	DEBIT PHONE TIME FEE	\$ 138.00
006221	001007	LOCKE HEATING & COOLING SUPPLY	JAIL MAINTENANCE SUP	\$ 152.40
006244	001008	WAV 11	EMAIL SERVICES	\$ 40.00
006269	001009	US FOODS	JAIL JANITORIAL SUPPLI	\$ 536.33
006270	001010	US FOODS	MONTHLY EMPLOYEE AP	\$ 66.96

PO	Warrant No.	Vendor Name	Purpose	Amount
----	-------------	-------------	---------	--------

SH Svc Fee

1226-2-3400-2030

006277	001011	US FOODS	JAIL KITCHEN SUPPLIES	\$ 132.50
006282	001012	WAV 11	EMAIL SERVICES	\$ 40.00
006355	001013	W.E. ALLFORD PROPANE	MAINTENANCE SUPPLIE	\$ 28.00
006356	001014	WALMART COMMUNITY CARD	MONTHLY EMPLOYEE AP	\$ 63.01
006358	001015	FUSION	MONTHLY SERVICE	\$ 431.98

Total: \$ 3,672.14

1226-2-3400-4110

003550	001016	FREEDOM FORD	VEHICLE	\$ 69,834.00
006039	001017	ALS/PACEM	BEAN BAG LAUNCHER	\$ 4,228.40

Total: \$ 74,062.40

Grand Total: \$ 219,126.79



SAC AND FOX NATION

920963 S Hwy. 99 • Stroud, Oklahoma 74079 • (918) 968-1141 • FAX (918) 968-1142

January 19, 2022

Re: Pittsburg County

SUBJECT: Written Notice of Termination of the Memorandum of Agreement

To Whom It May Concern:

This letter serves as an official written notice of termination concerning the Detention Services Agreement by and between the Sac and Fox Nation and the Board of County Commissioners.

Our current agreement states that either party may terminate this contract by giving the other party a thirty (30) day written notice of the termination. (Page 1 of 4, under Term). The final day of our agreement will be Saturday, February 18, 2022.

We value our relationship with the Board of County Commissioners and we appreciate your cooperation throughout this termination period. Please do not hesitate to contact us if you desire further information.

Sincerely,

Justin F. Wood, Principal Chief
Sac and Fox Nation

JFW/arl

SOUTHEAST EXPO CENTER JANUARY 2022 REPORT

December

- Pittsburg County Health Department
- Medicare Educational Seminar
- 2 Hip Road Show
- Oklahoma Southeast Dirt Baggers
- Maffeo Family Christmas
- Galen Glover Reunion
- Maria Birthday Party
- Britney Wilburton Birthday
- Kelsey Conrad Wedding

January

- Northtown Church of Christ
- Garden International Circus
- Oklahoma Educational Publisher Association
- Epic Schools Setup Meeting
- Kiowa Police Training

February

- Pittsburg County Sheriff Department
- Cattleman Association District Meeting
- Canterbury Farms 3 - Days
- Wild Turkey Federation
- Baby Shower
- OSU Extension Office - Premier Sale
- Randi Brojakowski Birthday Party

March

- Sam Wampler's Freedom Ford Pro Rodeo Presented by Big V Feeds
- City of McAlester Training
- Diane Nelson Party
- Pittsburg County ~~Free Fair~~ *Election*
- Relay For Life Bingo

- Epic Testing Delivery
- Archery & Air Rifle District Show

April

- Kulture Kings Huslter's Tattoo Convention
- Cattleman's Dinner
- Epic Testing- All month up stairs
- Quail Forever Banquet

_____ LOTS UPCOMING! Will update Monthly! _____

Ram, Inc. submits the following fuel bids for the week: January 31st, 2022.

UN	CLEAR	DYED	UP
2.8500	2.8895	2.8895	2.7900

FILED

JAN 31 2022

TIME 8:00 PM

HOPE TRAMMELL COUNTY CLERK
PITTSBURG COUNTY

BY VO DEPUTY

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

If you can't read this bid, call me immediately.

Thank you,

Twilah Monroe

RAM, Inc.

918-424-2097

TO (OWNER): 115 E. CARL ALBERT PARKWAY
MC ALESTER, OK 74501

PROJECT: PITTSBURG COUNTY EXPO CENTER
115 E. CARL ALBERT PARKWAY
MC ALESTER, OK 74501

APPLICATION NO: 1
PERIOD TO: 1/31/2022

DISTRIBUTION
TO:
- OWNER
- ARCHITECT
- CONTRACTOR

FROM (CONTRACTOR): MARTIN ROOFING CO., INC.
102 E. PATTERSON
WICHITA, KS 67216

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM	\$	740,000.00
2. Net Change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	740,000.00
4. TOTAL COMPLETED AND STORED TO DATE	\$	305,000.00

5. RETAINAGE:

a. 0.00 % of Completed Work	\$	0.00
b. 0.00 % of Stored Material	\$	0.00
Total retainage (Line 5a + 5b)	\$	0.00

6. TOTAL EARNED LESS RETAINAGE

(Line 4 less Line 5 Total)

\$ 305,000.00

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)

\$ 0.00

8. CURRENT PAYMENT DUE

\$ 305,000.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6)

\$ 435,000.00

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

CONTRACTOR: MARTIN ROOFING CO., INC.
102 E. PATTERSON WICHITA, KS 67216

By:

Chris Foley
Chris Foley
1 President
Date: 1/26/2022

State of: KS

County of: Sedgwick

Subscribed and Sworn to before me this

Day of 20

Notary Public:

My Commission Expires :

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED

\$

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

ARCHITECT:

By: _____ Date: _____

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

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

TO (OWNER): 115 E. CARL ALBERT PARKWAY
MC ALESTER, OK 74501

PROJECT: PITTSBURG COUNTY EXPO CENTER
115 E. CARL ALBERT PARKWAY
MC ALESTER, OK 74501

APPLICATION NO: 1
PERIOD TO: 1/31/2022

DISTRIBUTION TO:
- OWNER
- ARCHITECT
- CONTRACTOR

FROM (CONTRACTOR): MARTIN ROOFING CO., INC.
102 E. PATTERSON
WICHITA, KS 67216

VIA (ARCHITECT):
ARCHITECT'S PROJECT NO:

CONTRACT FOR:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	Expo Center Roof Project	740,000.00	0.00	305,000.00	0.00	305,000.00	41.22	435,000.00	0.00
REPORT TOTALS		\$740,000.00	\$0.00	\$305,000.00	\$0.00	\$305,000.00	41.22	\$435,000.00	\$0.00

CONTRACT DATE:

Pittsburg County, OKLAHOMA

LEASE PURCHASE AGREEMENT

This agreement is made this January 31, 2022 by and between the Board of County Commissioners of Pittsburg County, Oklahoma, designated throughout this agreement as the Lessee, and Toliver Chevrolet Buick GMC, LLC, designated throughout this agreement as the Lessor.

I. Equipment

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

<u>Make</u>	<u>Model</u>	<u>Description</u>	<u>Serial #</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Lease Purchase Price</u>
2022 Chevrolet	Silverado 1500	Truck	1GCPYFED6NZ118353	1	\$52,088.00	\$57,486.24

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 \$14,371.56 per year, (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 3 successive options to renew this lease for additional terms not to exceed one fiscal year each, plus one final option to renew this lease for a period of 7 months, all upon the same terms and conditions, provided that such options may be exercised, as a matter of right, solely and exclusively by the Lessee, the exercise of any such option shall be accomplished by the issuance of a purchase order upon or within thirty (30) days after the expiration of the terms of this lease or any renewal then in effect.

V. Title To Equipment

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

VI. Option To Purchase

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

VII. Delivery And Return Of Equipment

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

VIII. Repairs And Maintenance

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

IX. Taxes

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

X. Insurance

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

XI. Patents

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

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

XII. Funding

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

XIII. Assignment

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

XIV. Road Machinery and Equipment

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

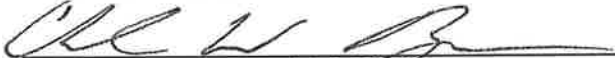
XV. Entire Agreement Of The Parties And Severability

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

XVI. Choice Of Law

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

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



Charlie W. Rogers, District #1

FOR THE LESSOR: **Toliver Chevrolet Buick GMC, LLC**

Kevin Smith, District #2


Ross Selman, District #3

ATTEST: 

Hope Trammell, County Clerk



SCHEDULE OF RENTAL PAYMENTS

Lease No. 68328

This Schedule is executed by Toliver Chevrolet Buick GMC, LLC ("Lessor") and Pittsburg County ("Lessee"), as a supplement to, and is hereby attached to and made a part of that certain Lease Purchase Agreement For Equipment dated as of January 31, 2022 ("Lease"), between Lessor and Lessee.

EQUIPMENT LOCATION: Sheriff's Department

PAYMENT SCHEDULE:

RATE: 3.81%

Equipment Cost \$52,088.00 + Doc Fee \$300.00 = \$52,388.00

	Date	Payment	Interest	Principal	Balance
Loan	01/31/2022				52,388.00
1	01/31/2023	14,371.56	2,000.70	12,370.86	40,017.14
2	01/31/2024	14,371.56	1,528.26	12,843.30	27,173.84
3	01/31/2025	14,371.56	1,040.62	13,330.94	13,842.90
4	01/31/2026	14,371.56	528.66	13,842.90	0.00
Grand Totals		57,486.24	5,098.24	52,388.00	

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

LESSEE: Pittsburg County

BY: 
Kevin Smith

TITLE: Commissioner Chairman

CERTIFICATE OF ACCEPTANCE

I, the undersigned, hereby certify that I am the duly qualified and acting Chairman of the Board of County Commissioners for **Pittsburg County**, State of Oklahoma ("Lessee") with respect to the Lease Purchase Agreement For Equipment dated **January 31, 2022**, (the "Lease"), by and between the **Toliver Chevrolet Buick GMC, LLC**, ("Lessor") and Lessee, and that:

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

2. The rental payments provided for in the Lease (the "Rental Payments") shall commence and be due and payable on **January 31st, 2023**, and **annually** on **January 31st** thereafter in accordance with the Lease.

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

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

5. Equipment Description: **2022 Chevrolet Silverado 1500 VIN# 1GCPYFED6NZ118353**

DATED: **January 31, 2022**

BY:


Kevin Smith


TITLE: **Commissioner Chairman**

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

OPINION OF COUNSEL

With respect to that certain Lease-Purchase Agreement for Equipment ("Lease") dated January 31, 2022 by and between Lessor and Lessee. I am of the opinion that:

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

Counsel for Lessee 
By: Chuck Sullivan
Title: District Attorney
Date: 1-31-22

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

1. This certificate with respect to qualified tax-exempt obligations (the "Certificate") is executed for the purpose of establishing that the Lease has been designated by Lessee as a qualified tax exempt obligation of Lessee for purposes of Section 265(b)(3)(B) of the Tax Reform Act of 1986.
2. Lessee is a political subdivision of the State of Oklahoma and the Lease is being issued by Lessee in calendar year 2021-2022.
3. No portion of the gross proceeds of the Lease will be used to make or finance loans to persons other than governmental units or be used in any trade or business carried on by any person other than a governmental unit.
4. The Lease is issued to provide financing as a qualified project bond within the meaning of the Act.
5. Including the Lease herein so designated, Lessee has not designated more than \$10,000,000.00 of obligations issued during calendar year 2021-2022 as qualified tax-exempt obligations. Lessee reasonably anticipates that the total amount of qualified tax-exempt obligations to be issued by Lessee during the current calendar year will not exceed \$10,000,000.00.
6. Lessee reasonably anticipates that the total amount of qualified tax-exempt obligations to be issued by Lessee during the calendar year 2021-2022 will not exceed \$10,000,000.00.
7. This Certificate is based on facts and circumstances in existence on this date.

IN WITNESS WHEREOF, I have set my hand this January 31, 2022.

Lessee: **Pittsburg County**

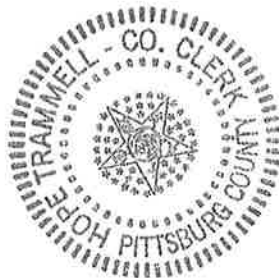
BY: 

Kevin Smith

TITLE: **Commissioner Chairman**

Attest: 

Hope Trammell, County Clerk



January 31, 2022

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

Re: Lease Purchase Agreement For Equipment dated January 31, 2022, between Toliver Chevrolet Buick GMC, LLC, Lessor, and Pittsburg County, Lessee.

Dear Board of County Commissioners:

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


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

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

Sincerely,

WELCH STATE BANK

ACKNOWLEDGED:

BY: 
Kevin Smith

By: Tammie Harris, Assistant Vice President

TITLE: Commissioner Chairman

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE entered into this January 31, 2022 by and between **Toliver Chevrolet Buick GMC, LLC** (herein "Assignor") and Welch State Bank (herein "Assignee").

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

1. Assignor hereby assigns to Assignee its entire right, title and interest in and to that certain Lease Purchase Agreement dated January 31, 2022 and entered into by and between Assignor and the Board of County Commissioners of Pittsburg County (herein "Lease"), together with Assignor's right to receive all rent and other monies thereunder, and all of Assignor's right title and interest in and to any guaranties or other rights and interest granted to Assignor to secure the payment due under the terms of the Lease.

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

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

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

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

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

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

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

ASSIGNOR: Toliver Chevrolet Buick GMC, LLC

ASSIGNEE: **Welch State Bank**

By: _____

By: _____
Tammie Harris, Assistant Vice President

**Information Return for Small Tax-Exempt
 Governmental Bond Issues, Leases, and Installment Sales**

OMB No. 1545-0047

Under Internal Revenue Code section 149(e)
Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.
 Go to www.irs.gov/Form8038GC for instructions and the latest information.

Part I Reporting Authority

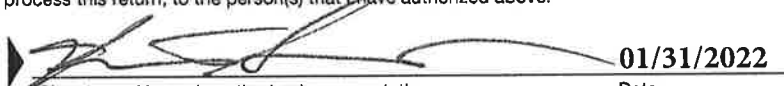
Check box if Amended Return

1 Issuer's name Pittsburg County Board of County Commissioners		2 Issuer's employer identification number (EIN) 73-6006407	
3 Number and street (or P.O. box if mail isn't delivered to street address) 115 E. Carl Albert Parkway			Room/suite
4 City, town, or post office, state, and ZIP code McAlester, OK 74501		5 Report number (For IRS Use Only)	
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information Hope Trammell, County Clerk			7 Telephone number of officer or legal representative 918-423-6865

Part II Description of Obligations Check one box: Single issue Consolidated return

8a Issue price of obligation(s) (see instructions)	8a	52,388.00
b Issue date (single issue) or calendar date (consolidated). Enter date in MM/DD/YYYY format (for example, 01/01/2009) (see instructions) 01/31/2022		
9 Amount of the reported obligation(s) on line 8a that is:	9a	52,388.00
a For leases for vehicles	9b	
b For leases for office equipment	9c	
c For leases for real property	9d	
d For leases for other (see instructions)	9e	
e For bank loans for vehicles	9f	
f For bank loans for office equipment	9g	
g For bank loans for real property	9h	
h For bank loans for other (see instructions)	9i	
i Used to refund prior issue(s)	9j	
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9k	
k Other		
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box <input checked="" type="checkbox"/>		
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) <input type="checkbox"/>		
12 Vendor's or bank's name: Welch State Bank		
13 Vendor's or bank's employer identification number: 73-0504830		

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

 **01/31/2022**
 Signature of issuer's authorized representative Date

Kevin Smith, Commissioner Chairman
 Type or print name and title

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

Future Developments

For the latest information about developments related to Form 8038-GC and its instructions, such as legislation enacted after they were published, go to www.irs.gov/Form8038GC.

General Instructions

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

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Bonds.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate. See the instructions for line 11, later.

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that aren't reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

RESOLUTION
22-182

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, January 31, 2022.

WHEREAS, on December 27, 2021, the Board of County Commissioners awarded six-month bids on all bid items.

WHEREAS, it was recently discovered that the bid on MC-30 and MC-3000 road oils was awarded to the wrong bidder. Awarded bidder substituted a different product.

WHEREAS, the Board of County Commissioners, Pittsburg County, wishes to rescind the awarding of the MC-30 and the MC-3000 from Ergon Asphalt & Emulsions.

WHEREAS, the Board of County Commissioners, Pittsburg County, wish to award the MC-30 and MC-3000 to Tulsa Asphalt and Fuel Supply in the amounts of \$2.53 per gallon and \$2.40 per gallon, respectively.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby rescind the awarding of MC-30 and MC-3000 for Ergon Asphalt & Emulsion and re-award the products to Tulsa Asphalt and Fuel Supply as the lowest bidder.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN



VICE-CHAIRMAN



MEMBER



COUNTY CLERK



RESOLUTION #22-183
TO RE-ADVERTISE FOR
SIX MONTH BIDS

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, January 31, 2022.

WHEREAS, Pittsburg County wishes to advertise for the following materials for six-month bids:

CRS+2 ROAD OIL
CRS-2S ROAD OIL

A bid package containing complete specifications and an "Invitation to Bid" with an affidavit of non-collusion may be picked up at the County Clerk's Office, Pittsburg County Courthouse, 115 E. Carl Albert Parkway, Room 103, McAlester, OK 74501. All bids must state price of the aforesaid materials and said materials must be delivered in quantities ordered when and as needed by the Board of County Commissioners, within a six-month period, beginning January 1, 2022 and ending June 30, 2022. Each competitive bid submitted to the county must be accompanied with an affidavit for filing with competitive bid form, as required by 19 O.S. § 1501(3). No bid will be considered unless submitted on this form with affidavit completed and notarized. Place you bids in an envelope and mark it "Six Month Bids".

Sealed bids will be received by the Pittsburg County Clerk until 4:00 p.m. Friday, February 11, 2022. Bids received after 4:00 p.m. on Friday, February 11, 2022, WILL NOT BE OPENED. Bids will be opened on Monday, February 14, 2022 at 10:00 a.m. in the Board of County Commissioners Conference Room, Pittsburg County Courthouse, 115 E. Carl Albert Pkwy, McAlester, OK 74501. Contract will be awarded to the lowest or best bidder. The Board of County Commissioners, Pittsburg County, reserves the right to reject any and all bids and re-advertise.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN



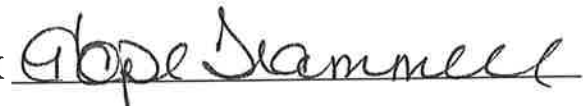
VICE-CHAIRMAN



MEMBER



COUNTY CLERK



RESOLUTION
22-184

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, January 31, 2022.

WHEREAS, on December 7, 2021, Donnie Stacks, Pittsburg County Free Fair Board Member for District 3, passed away.

WHEREAS, the Pittsburg County Free Fair Board of Directors wish to recommend Shannon Stacey to replace Mr. Stacks as a District 3 representative.

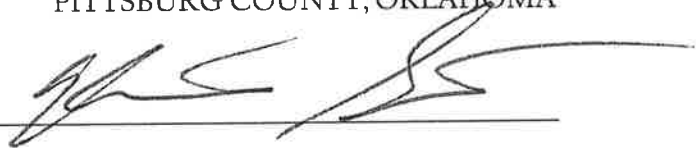
WHEREAS, the Board of County Commissioners, Pittsburg County, do hereby appoint Shannon Stacey to fill the unexpired term of Donnie Stacks, said term expiring 2023.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, do hereby appoint Shannon Stacey to fill the unexpired term of Donnie Stacks, term expiring in 2023.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN



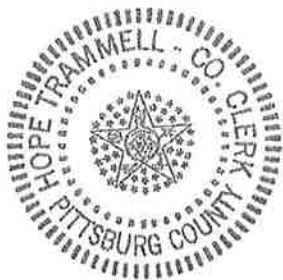
VICE-CHAIRMAN



MEMBER



COUNTY CLERK



Pittsburg County Free Fair Board

PO Box 3608
McAlester, Oklahoma 74502

January 26, 2022

Board of County Commissioners
Pittsburg County Courthouse
115 East Carl Albert Parkway
McAlester, Oklahoma 74501

Dear Commissioners:

Donnie Stacks, member of the Pittsburg County Free Fair Board, passed away on December 7, 2021. He represented District 3. During the January 25, 2022 board meeting, members discussed individuals that had contacted them about willingness to serve in this seat.

We are submitting Shannon Stacey for your consideration to fill this vacant seat. His physical address is 536 Kennel Road, McAlester, Oklahoma.

Sincerely,



Sue Caldwell
Board President

egk

RESOLUTION

NO. 22-185

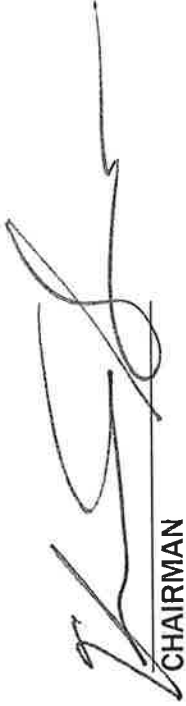
The Board of County Commissioners, Pittsburg County, Met in regular session Monday, January 31st, 2022.

WHEREAS, Sam's Point Volunteer Fire Department wishes to cancel the following Purchase Order

1593 to Risk Management dated August 23rd, 2021 in the amount of \$2,091.41 for Insurance on property & auto.

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 1593 to Risk Management.


CHAIRMAN


MEMBER


MEMBER



ATTEST:


COUNTY CLERK

RESOLUTION

NO. 22-186


The Board of County Commissioners, Pittsburg County, Met in regular session Monday, January 31st, 2022.

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

6259 to Muskogee Communications dated January 24th, 2022 in the amount of \$3,718.00 for hand held radios.

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 6259 to Muskogee Communications.


CHAIRMAN


MEMBER


MEMBER



ATTEST:


COUNTY CLERK

RESOLUTION

22-187

The Board of County Commissioners, Pittsburg County, Met in regular session Monday January 31, 2022.

WHEREAS, District 1 wishes to cancel the following Purchase Order

5737 to Caterpillar Financial dated January 5, 2022 in the amount of \$8023.10 for Lease Payments

WHEREAS, the purchase order was at the end of lease and the purchase order should be cancelled.

THEREFORE, BE IT KNOWN, the Board of County Commissioners, Pittsburg County, do hereby cancel purchase order 5737 in the amount of \$8023.10 for FY 2021-2022

Board of County Commissioners
Pittsburg County, Oklahoma

ATTEST:

CHAIRMAN



VICE CHAIRMAN



MEMBER



COUNTY CLERK



RESOLUTION

22-188

The Board of County Commissioners, Pittsburg County, Met in regular session Monday January 31, 2022.

WHEREAS, EDA wishes to cancel the following Purchase Order

6076 to Curtis Restaurant Supply dated January 18, 2022 in the amount of \$285.00 for work table and shipping

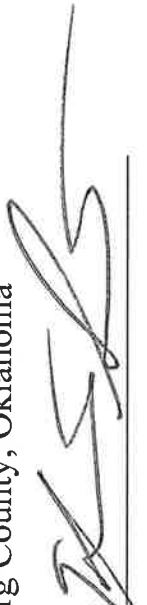
WHEREAS, the purchase order was not used and the purchase order should be cancelled

THEREFORE, BE IT KNOWN, the Board of County Commissioners, Pittsburg County, do hereby cancel purchase order 6076 in the amount of \$285.00 for FY 2021-2022

Board of County Commissioners
Pittsburg County, Oklahoma

ATTEST:

CHAIRMAN



VICE CHAIRMAN



MEMBER



COUNTY CLERK Hope Trammell

RESOLUTION
22-189
To Re-Advertise

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, January 31, 2022.

WHEREAS, the Pittsburg County wishes to advertise for the following project:

Outdoor Facilities at the Pittsburg County Expo Center
Facilities to include restrooms, concession and storage areas

A bid package containing complete specifications and an "Invitation to Bid" are available at the Pittsburg County Clerk's Office, 115 E. Carl Albert Pkwy, Room 103, McAlester, Oklahoma 74501 or online at pittsburg.okcounties.org.

A mandatory pre-bid conference will be held on Monday, February 14, 2022, in the conference room of the Board of County Commissioners at 10:30 a.m.


THEREFORE, each competitive bid submitted to the County must be accompanied with an affidavit for filing with the competitive bid form, as required by Title 61 O.S. § 101 - 138.

Sealed bids will be received and filed with the Pittsburg County Clerk until Friday, February 25, 2022 at 4:00 p.m. All bids received after 4:00 p.m. on Friday, February 25, 2022 WILL NOT BE OPENED. Bids will be opened on Tuesday, February 28, 2022 at 10:00 a.m. in the Board of County Commissioners Conference Room, 115 E. Carl Albert Pkwy, McAlester, Oklahoma. The Board of County Commissioners, Pittsburg County, reserves the right to reject any and all bids and re-advertise.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

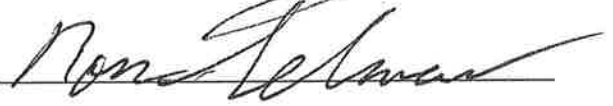
CHAIRMAN




VICE CHAIRMAN



MEMBER



COUNTY CLERK



ADDITIONAL BIDDING INFORMATION

OUTDOOR FACILITIES AT THE SOUTHEAST EXPO CENTER

A MANDATORY PRE-BID CONFERENCE WILL BE HELD ON MONDAY, FEBRUARY 14, 2022.

PITTSBURG COUNTY IS RESPONSIBLE FOR ALL UTILITIES TO THE BUILDING.

HVAC WILL BE BID SEPARATE.

Dirt work shall be provided by the County.

Concrete work will be the responsibility of the awarded contractor and should be included in bid.

Plumbing Schedule, Fan Schedule, Electric Infrared Heater Schedule, Electrical Fixture Schedule and Mini-Split Systems all have manufacturers listed on the plans. Please note that you may substitute with an equivalent product but must provide manufacturer and model number for all substitutes. **PLEASE NOTE - IF NO SUBSTITUTE INFORMATION IS LISTED THEN THE BOARD OF COUNTY COMMISSIONERS WILL ASSUME THAT THE MANUFACTURER LISTED IN THE SCHEDULES WILL BE USED. THERE WILL BE NO EXCEPTIONS AFTER BIDS ARE OPENED AND ACCEPTED.**

All bids must include bid bond, business relationship affidavit, non-collusion bidding certification.

All bids shall include a start no-later date and the number of days for completion. All requests for time-extensions or change orders must be in writing to the BOCC and must be approved by the BOCC.

A written, executed contract must be signed by the BOCC and the contractor before work commences.

Successful bidder must provide performance bond and payment bond to the BOCC prior contract being executed.

Successful bidder must provide evidence of insurance prior to contract being executed.

Notice to proceed will be provided in writing once contract is executed.

Pay Applications can be requested in phases but inspections of completed work shall be done prior to approval and payment.

All questions or inquires can be directed to the Board of County Commissioners office at 918-423-1338.

Bids will be normally be awarded within 30 days for bid opening.

ELECTRICAL FIXTURE SCHEDULE

FIXTURE TAG	DESCRIPTION	MANUFACTURER	MODEL
A-1	4' LED STRIP LIGHT, FROSTED LENS		
EM	EMERGENCY BUG-EYE		
EX	EXIT SIGN		
WPE	EXTERIOR WALL PACK EMERGENCY BATTERY		

PLUMBING SCHEDULE:

FIXTURE TAG	DESCRIPTION	MANUFACTURER	MODEL# (IF APPLICABLE)
CP-1	CIRCULATING PUMP		
ET-1	EXPANSION TANK		
EWC-1	ELECTRIC WATER COOLER		
EWH-1	ELECTRIC WATER HEATER - 50 GALLON		
FD-1	FLOOR DRAIN		
FPHB-1	FROST PROOF WALL HYDRANT		
HL-1	HANDICAPPED WALL MOUNT, LAVATORY		
HWC-1	HANDICAPPED WATER CLOSET, FLOOR MOUNTED		
JS-1	JANITOR SINK, 24"X24"		
S-1	SINK, WALL MOUNTED		
WC-1	WATER CLOSET, FLOOR MOUNTED		
HUR-1	HANDICAPPED URINAL, WALL MOUNT		
UR-1	URINAL, WALL MOUNT		
SH-1	SHOWER, ADA		

MINI-SPLIT SYSTEM

FIXTURE TAG	MANUFACTURER	MODEL	NOTES
IU-1			208/230/1
CU-1			208/230/1

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: Josh Stout

CONTACT: _____ EMAIL: _____

ADDRESS: 41091 E Adamson Rd. PHONE: 580-380-3855

CITY: M^cAlester STATE: OK ZIP CODE: 74501

CONSTRUCTION COMPANY NAME: Roy Blanks

CONTACT: Roy Blanks EMAIL: Royblanks0524@gmail.com

ADDRESS: P.O. Box 241 " PHONE: 918-318-0524

CITY: Canadian STATE: OK ZIP CODE: 74425

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 checked="" type="checkbox"/> Boring
<input type="checkbox"/> Gas	<input type="checkbox"/> Temporary Line	<input type="checkbox"/> Fresh Water	<input type="checkbox"/> Commercial	<input type="checkbox"/> Trenching
<input type="checkbox"/> Oil		<input checked="" type="checkbox"/> Other <u>Treated</u>	<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 Cross Bridge
<input type="checkbox"/> Telephone			<input type="checkbox"/> Other	<input type="checkbox"/> Other:
<input type="checkbox"/> Sewer				
<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 41091 E. Adamson Rd. and LOCATION Casing to run North & South under Adamson freeway route _____ County Road Name _____
GPS Location (in decimals) Cross or Parallel

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

Embraced in Section _____ Township _____ Range _____
GPS Location (in decimals)

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

CASING SIZE 2 in ALLOY/MATERIAL Poly 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:

- 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: RB

- 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: RB

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: RB

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: RB

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: RB

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: RB

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: RB

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: RB

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: RB

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: RB

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: RB

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: RB

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: RB

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: RB

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: RB

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: RB

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.

Roy Blankes
Petitioner/Contractor Signature

1-21-22
Date

Title

918-318-0524
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 31st day of January, 2022.

Pittsburg County District # 1

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

[Signature]
District 3 Commissioner

[Signature]
County Clerk

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.