

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

**FILED**

DATE: MAY 16, 2022

MAY 13 2022

TIME: 9:00 A.M.

TIME 8:50

AM  
PM

HOPE TRAMMELL, COUNTY CLERK  
PITTSBURG COUNTY

BY \_\_\_\_\_ DEPUTY

PLACE: COUNTY COMMISSIONERS CONFERENCE ROOM  
PITTSBURG COUNTY COURTHOUSE  
115 EAST CARL ALBERT PARKWAY  
MCALISTER, 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. Regular Meeting Minutes from May 9, 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  
None.
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  
None.
9. AGENDA ITEMS  
A. Approve/Disapprove General Fund Tentative Budget for Fiscal Year 2022-2023  
B. Approve/Disapprove Health Fund Tentative Budget for Fiscal Year 2022-2023  
C. Approve/Disapprove Addendum to Working and Pricing Order between DataScout, LLC and Pittsburg County  
D. Approve/Disapprove Lease Agreement between the Estate of I. Jack Stephens and Highway District 1 for the Longtown Shop for Fiscal Year 2022-2023

- E. Approve/Disapprove Service Provider Agreement between Pittsburg County Commissioners and Certified Payments for Credit Card Processing
- F. Approve/Disapprove Service Provider Agreement between Pittsburg County Clerk and Certified Payments for Credit Card Processing
- G. Approve/Disapprove Lease Documents for One (1) 2023 Mack Truck for Quinton Fire Department
- H. Approve/Disapprove Amended Rental Agreement and the Terms and Conditions for the Southeast Expo Center
- I. Accept/Deny Petition to Open a Section Line Road between Sections 31 and 32, Township 7 North, Range 14 East - District 3
- J. Approve/Disapprove Public Hearing Notice to Open a Section Line Road between - 31 and 32, Township 7 North, Range 14 East - District 3
- K. Consider and Take Action on Resolution 22-241 Approving Action Taken By the Pittsburg County Public Works Authority to Incur an Indebtedness by securing a loan in the amount of \$495,000 (in addition to a loan in the amount of \$836,000 previously authorized), from the United States of America, Acting through Rural Utilities Service, formerly known as Farmers Home Administrator ("The Government) for the purpose of financing improvements to the water system; and containing other provisions relating thereto
- L. Resolution 22-242 to Accept Donation - Animal Shelter
- M. Resolution 22-243 to Cancel Purchase Order - Sheriff

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. 22-028, Riverside Midstream Water Resources, LLC for Calyx Energy - District 3

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

None.

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

None.

14. RECESS OR ADJOURNMENT

  
Clerk

**PITTSBURG COUNTY COMMISSIONER  
MAY 16, 2022  
MEETING MINUTES**

**The Board of County Commissioners, Pittsburg County, met in regular session on May 16, 2022 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 8:50 A.M., May 13, 2022.**

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

**2. ROLL CALL:** Roll was called.

Kevin Smith	Present
Charlie Rogers	Present
Ross Selman	Present

**3. APPROVAL OF AGENDA:** Rogers made a motion to approve the agenda; seconded by Selman.

AYE: Kevin Smith  
Charlie Rogers  
Ross Selman

NAY: None.

Motion Passed.

**4. APPROVE/DISAPPROVE MINUTES FROM:**

**A. REGULAR MEETING MINUTES FROM MAY 9, 2022:** The minutes from the previous meeting, May 9, 2022 regular meeting were read. Rogers made a motion to approve the minutes; 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:** None.

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

AYE: Kevin Smith  
Charlie Rogers  
Ross Selman

NAY: None.

Motion Passed.

**C. OFFICIAL'S MONTHLY REPORTS:** None.

**D. BLANKET PURCHASE ORDERS:**

<b>DEPT</b>	<b>PO</b>	<b>AMOUNT</b>	<b>VENDOR</b>
District #1	9940	\$ 500.00	Weldon Parts
District #1	9941	\$1,000.00	Yellowhouse Machinery

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<b>DEPT</b>	<b>PO</b>	<b>AMOUNT</b>	<b>VENDOR</b>
District #1	9942	\$ 500.00	Kiamichi Automotive
District #1	9943	\$1,500.00	T&W Tire
District #2	9939	\$1,500.00	Rinker's Automotive
District #2	9944	\$1,500.00	Kiamichi Automotive
District #3	9945	\$1,500.00	T&W Tire
District #3	9946	\$ 200.00	Unifirst 1 <sup>st</sup> Aid
Expo	9952	\$ 500.00	Bemac
District #1	9953	\$1,000.00	Ergon

Rogers 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.

<b>VENDOR</b>	<b>UNLEADED NON ETHANOL</b>	<b>UNDYED LOW S. DIESEL</b>	<b>DYED LOW S. DIESEL</b>	<b>PROPANE</b>
<b>RAM INC.</b>	3.9900	4.3200	4.3200	2.7900
<b>HOOTEN</b>	4.24034	4.47854	4.48204	No Bid
<b>HOPKINS</b>	3.9700	4.3800	4.3800	2.9700

All bids were noted that the bid is for today only. Rogers made a motion to award unleaded to Hopkins, undyed low sulfur diesel, dyed low sulfur diesel and propane to Ram with the stipulation that is the bidder cannot provide the product move to the next lowest bidder; seconded by Selman.

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AYE: Kevin Smith  
Charlie Rogers  
Ross Selman

NAY: None.

**8. UNFINISHED BUSINESS:** None.

**9. AGENDA ITEMS:**

**A. APPROVE/DISAPPROVE GENERAL FUND TENTATIVE BUDGET FOR FISCAL YEAR 2022-2023:** Selman made a motion to approve the tentative budget; seconded by Rogers.

AYE: Kevin Smith  
Charlie Rogers  
Ross Selman

NAY: None.

Motion Passed.

**B. APPROVE/DISAPPROVE HEALTH FUND TENTATIVE BUDGET FOR FISCAL YEAR 2022-2023:** Selman made a motion to approve the tentative budget; seconded by Smith.

AYE: Kevin Smith  
Charlie Rogers  
Ross Selman

NAY: None.

Motion Passed.

**C. APPROVE/DISAPPROVE ADDENDUM TO WORKING AND PRICING ORDER BETWEEN DATASCOUT, LLC AND PITTSBURG COUNTY:** Rogers made a motion to approve the working and pricing order; seconded by Selman.

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AYE: Kevin Smith  
Charlie Rogers  
Ross Selman

NAY: None.

Motion Passed.

**D. APPROVE/DISAPPROVE LEASE AGREEMENT BETWEEN THE ESTATE OF I. JACK STEPHENS AND HIGHWAY DISTRICT 1 FOR THE LONGTOWN SHOP FOR FISCAL YEAR 2022-2023:** Rogers made a motion to approve the lease agreement; seconded by Smith.

AYE: Kevin Smith  
Charlie Rogers  
Ross Selman

NAY: None.

Motion Passed.

**E. APPROVE/DISAPPROVE SERVICE PROVIDER AGREEMENT BETWEEN PITTSBURG COUNTY COMMISSIONERS AND CERTIFIED PAYMENTS FOR CREDIT CARD PROCESSING:** Smith stated that the credit card acceptance would be for the expo rental. Smith made a motion to approve the agreement; seconded by Selman.

AYE: Kevin Smith  
Charlie Rogers  
Ross Selman

NAY: None.

Motion Passed.

**F. APPROVE/DISAPPROVE SERVICE PROVIDER AGREEMENT BETWEEN PITTSBURG COUNTY CLERK AND CERTIFIED PAYMENTS FOR CREDIT CARD PROCESSING:** Smith made a motion to approve the agreement; seconded by Rogers.

AYE: Kevin Smith  
Charlie Rogers  
Ross Selman

NAY: None.

Motion Passed.

**G. APPROVE/DISAPPROVE LEASE DOCUMENTS FOR ONE (1) 2023 MACK TRUCK FOR QUINTON FIRE DEPARTMENT:** Smith made a motion to approve the lease documents; seconded by Rogers.

AYE: Kevin Smith  
Charlie Rogers  
Ross Selman

NAY: None.

Motion Passed.

**H. APPROVE/DISAPPROVE AMENDED RENTAL AGREEMENT AND THE TERMS AND CONDITIONS FOR THE SOUTHEAST EXPO CENTER:** Sandra Crenshaw explained the additions to the rental agreement. Smith made a motion to approve the amended rental agreement and the terms and conditions; seconded by Rogers.

AYE: Kevin Smith  
Charlie Rogers  
Ross Selman

NAY: None.

Motion Passed.



**I. ACCEPT/DENY PETITION TO OPEN A SECTION LINE ROAD BETWEEN SECTIONS 31 AND 32, TOWNSHIP 7 NORTH, RANGE 14 EAST – DISTRICT 3:** Smith made a motion to accept the road opening petition; seconded by Selman.

AYE: Kevin Smith  
Charlie Rogers  
Ross Selman

NAY: None.

Motion Passed.

**J. APPROVE/DISAPPROVE PUBLIC HEARING NOTICE TO OPEN A SECTION LINE ROAD BETWEEN SECTIONS 31 AND 32, TOWNSHIP 7 NORTH, RANGE 14 EAST – DISTRICT 3:** Smith made a motion to approve the public hearing notice; seconded by Selman.

AYE: Kevin Smith  
Charlie Rogers  
Ross Selman

NAY: None.

Motion Passed.

**K. CONSIDER AND TAKE ACTION ON RESOLUTION 22-241 APPROVING ACTION TAKEN BY THE PITTSBURG COUNTY PUBLIC WORKS AUTHORITY TO INCUR AN INDEBTEDNESS BY SECURING A LOAN IN THE AMOUNT OF \$495,000 (IN ADDITION TO THE AMOUNT OF \$836,000 PREVIOUSLY AUTHORIZED) FOR THE UNITED STATES OF AMERICA, ACTING THROUGH RURAL UTILITIES SERVICE, FORMERLY KNOWN AS FARMERS HOME ADMINISTRATOR (“ THE GOVERNMENT”) FOR THE PURPOSE OF FINANCING IMPROVEMENTS TO THE WATER SYSTEM; AND CONTAINING OTHER PROVISIONS RELATING THERETO:** Sandra Crenshaw stated that this is for Crowder water authority. Rogers made a motion to approve the resolution; seconded by Selman.

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AYE: Kevin Smith  
Charlie Rogers  
Ross Selman

NAY: None.

Motion Passed.

**L. RESOLUTION 22-242 TO ACCEPT DONATION – ANIMAL SHELTER:** Smith read the resolution. Smith made a motion to approve the resolution; seconded by Selman.

AYE: Kevin Smith  
Charlie Rogers  
Ross Selman

NAY: None.

Motion Passed.

**M. RESOLUTION 22-243 TO CANCEL PURCHASE ORDER – SHERIFF:** Smith read the resolution stating purchase order 7443. Selman made a motion to cancel the purchase order; seconded by Rogers.

AYE: Kevin Smith  
Charlie Rogers  
Ross Selman

NAY: None.

Motion Passed.

**10. NEW BUSINESS:**

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

**11. ROAD CROSSING PERMIT:**

**A. 22-028, RIVERSIDE MIDSTREAM WATER RESOURCES, LLC FOR CALYX ENERGY – DISTRICT 3:** Selman made a motion to table the item from the agenda; seconded by Rogers.

AYE: Kevin Smith  
Charlie Rogers  
Ross Selman

NAY: None.

Motion Passed.

**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  
Ross Selman

NAY: None.

Motion Passed. Meeting Adjourned.

# Purchase Orders By Account

Fiscal Year : 2021-2022

Date Range: 05/16/2022 to 05/16/2022

PO	Warrant No.	Vendor Name	Purpose	Amount
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## Animal Shelter

### 1316-1-8020-2005

007523	000635	H2O DEPOT	WATER & COOLER RENT	\$ 17.19
007524	000636	CINTAS CORPORATION # 618	MAT MAINTENANCE	\$ 102.00
008562	000637	H2O DEPOT	WATER & COOLER RENT	\$ 9.20
008563	000638	CINTAS CORPORATION # 618	MAT MAINTENANCE	\$ 84.40
009613	000639	CENTER, EWELL	VET SERVICES	\$ 600.00
009660	000640	CITY OF MCALESTER	MONTHLY SERVICE	\$ 690.44
009827	000641	COMPLIANCE RESOURCE GROUP	DRUG TESTING	\$ 43.66
009888	000642	CINTAS CORPORATION # 618	MAT MAINTENANCE	\$ 24.60

**Total: \$ 1,571.49**

## CARES

### 1565-1-2000-2005

007717	000031	MEDLEY MATERIAL HANDLING COMPA	EQUIPMENT PARTS	\$ 1,533.56
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**Total: \$ 1,533.56**

## Control Substance

### 7301-1-0200-2005

009694	000019	FOX, KEVIN	REIMBURSEMENT	\$ 40.00
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**Total: \$ 40.00**

## Drug Court

### 7206-1-1900-2005

009867	000168	MCINTOSH CO. YOUTH & FAMILY RES	OFFICE RENTAL	\$ 175.00
009868	000169	MILLER OFFICE EQUIPMENT	COPIER MAINTENANCE	\$ 78.41

**Total: \$ 253.41**

## Econ Dev Trust

### 7603-4-0500-2005

008480	000328	PIT STOP POP A LOCK	LOCK CHANGE	\$ 2,102.19
009269	000329	CUSTOM PRODUCTS CORPORATION	SIGNS & SIGN SUPPLIES	\$ 555.31
009293	000330	ADA PAPER COMPANY	JANITORIAL SUPPLIES	\$ 618.24

PO	Warrant No.	Vendor Name	Purpose	Amount
<b>Econ Dev Trust</b>				
<b>7603-4-0500-2005</b>				
009825	000331	UNIFIRST FIRST AID CORP	MEDICINE CABINET RES	\$ 61.11
009834	000332	HERRINGSHAW WASTE MANAGEMEN	MONTHLY SERVICE	\$ 130.00
009838	000333	CITY OF MCALESTER	UTILITIES	\$ 4,349.54
			<b>Total:</b>	<b>\$ 7,816.39</b>
<b>Emergency Mgmt</b>				
<b>1212-2-2700-2005</b>				
009650	000279	MCALESTER TAG AGENT	REGISTRATION/TAG	\$ 131.15
009873	000280	COMPLIANCE RESOURCE GROUP	DRUG TESTING	\$ 87.34
009936	000281	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 1,042.70
			<b>Total:</b>	<b>\$ 1,261.19</b>
<b>General</b>				
<b>0001-1-0100-2005</b>				
008504	003607	H2O DEPOT	BOTTLED WATER ETC.	\$ 77.20
			<b>Total:</b>	<b>\$ 77.20</b>
<b>0001-1-0600-2005</b>				
009291	003608	ADA PAPER COMPANY	COPY PAPER	\$ 398.80
			<b>Total:</b>	<b>\$ 398.80</b>
<b>0001-1-1600-2005</b>				
009360	003609	STAPLES ADVANTAGE	OFFICE SUPPLIES	\$ 336.66
009853	003610	XEROX CORPORATION	COPIER LEASE	\$ 339.24
			<b>Total:</b>	<b>\$ 675.90</b>
<b>0001-1-1700-2005</b>				
009854	003611	AT&T MOBILITY	MONTHLY SERVICE	\$ 270.24
			<b>Total:</b>	<b>\$ 270.24</b>
<b>0001-1-2000-2066</b>				
009932	003612	THE BECKMAN COMPANY	SURETY BOND	\$ 600.00
			<b>Total:</b>	<b>\$ 600.00</b>
<b>0001-1-3300-2005</b>				
008501	003613	CINTAS CORPORATION # 618	UNIFORM SERVICE	\$ 221.76
009292	003614	ADA PAPER COMPANY	JANITORIAL SUPPLIES	\$ 1,174.05

PO	Warrant No.	Vendor Name	Purpose	Amount
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## General

### 0001-1-3300-2005

009783	003615	LINGO COMMUNICATIONS	MONTHLY SERVICE	\$ 121.43
009831	003616	AT&T MOBILITY	MONTHLY SERVICE	\$ 120.12
009840	003617	ADA PAPER COMPANY	JANITORIAL SUPPLIES	\$ 1,068.79
009855	003618	MCALESTER NEWS CAPITAL & DEM.	PUBLICATION	\$ 487.95
009908	003619	TISDAL & O HARA	LEGAL SERVICES	\$ 58.75
009909	003620	TISDAL & O HARA	LEGAL SERVICES	\$ 1,076.30
009913	003621	LOWES	BOX FANS	\$ 102.56
			<b>Total:</b>	<b>\$ 4,431.71</b>

### 0001-2-0400-2012

008535	003622	FLOWERS BAKING CO. OF DENTON	INMATE GROCERIES	\$ 1,082.08
			<b>Total:</b>	<b>\$ 1,082.08</b>

### 0001-2-2700-2005

009410	003623	WAV 11	INSTALLATION	\$ 840.00
009411	003624	WAV 11	INSTALL COMPUTER	\$ 250.00
009937	003625	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 42.33
			<b>Total:</b>	<b>\$ 1,132.33</b>

### 0001-5-0900-1110

009884	003626	OSU COOPERATIVE EXTENSIVE SER.	PERSONAL SERVICES	\$ 17,333.33
			<b>Total:</b>	<b>\$ 17,333.33</b>

### 0001-5-0900-2005

009885	003627	OSU COOPERATIVE EXTENSIVE SER.	POSTAGE EQUIPMENT	\$ 600.00
			<b>Total:</b>	<b>\$ 600.00</b>

## Health

### 1216-3-5000-1110

009858	000325	OKLA. STATE DEPT. OF HEALTH	PERSONAL SERVICES	\$ 31,112.70
009904	000326	OKLA. STATE DEPT. OF HEALTH	PERSONAL SERVICES	\$ 32,112.79
			<b>Total:</b>	<b>\$ 63,225.49</b>

### 1216-3-5000-1310

009765	000327	NEWBY, MISTY	TRAVEL	\$ 91.26
			<b>Total:</b>	<b>\$ 91.26</b>

PO	Warrant No.	Vendor Name	Purpose	Amount
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### Health

#### 1216-3-5000-2005

009766	000328	AT&T MOBILITY	MONTHLY SERVICE	\$ 125.21
009767	000329	AT&T MOBILITY	MONTHLY SERVICE	\$ 303.71
			<b>Total:</b>	<b>\$ 428.92</b>

### Highway

#### 1102-6-4100-2005

009599	002356	STAPLES ADVANTAGE	OFFICE SUPPLIES	\$ 261.43
			<b>Total:</b>	<b>\$ 261.43</b>

#### 1102-6-4200-2005

009846	002357	UPS	SHIPPING	\$ 0.00
			<b>Total:</b>	<b>\$ 0.00</b>

#### 1102-6-4300-2005

009600	002358	STAPLES ADVANTAGE	OFFICE SUPPLIES	\$ 188.91
			<b>Total:</b>	<b>\$ 188.91</b>

#### 1102-6-6520-2005

008541	002359	OTA PIKEPASS	TOLL CHARGES	\$ 15.05
			<b>Total:</b>	<b>\$ 15.05</b>

### Hwy-ST

#### 1313-6-8040-2005

009122	002563	MUSKOGEE SAND COMPANY INC	CLASS A SAND	\$ 3,822.27
009368	002564	DOLESE	#4 SCREENINGS	\$ 4,715.07
009378	002565	DOLESE	3/8" #2 COVER CHIPS	\$ 7,390.65
009489	002566	T & W TIRE	TIRES & SERVICES	\$ 97.95
009529	002567	DOLESE	3/8" #2 COVER CHIPS	\$ 7,382.97
009564	002568	ASPHALT & FUEL SUPPLY	ROAD OIL	\$ 16,665.24
009605	002569	ASPHALT & FUEL SUPPLY	ROAD OIL	\$ 16,807.62
009611	002570	RAM INC	FUEL	\$ 14,417.55
009750	002571	ASPHALT & FUEL SUPPLY	ROAD OIL	\$ 16,705.92
009751	002572	ASPHALT & FUEL SUPPLY	ROAD OIL	\$ 16,692.36
009779	002573	JAMES SUPPLIES	WELDING SUPPLIES	\$ 12.90
009787	002574	RAM INC	FUEL	\$ 12,727.00
009835	002575	HERRINGSHAW WASTE MANAGEMEN	MONTHLY SERVICE	\$ 90.00
009852	002576	RAM INC	FUEL	\$ 11,570.00
009857	002577	T & W TIRE	FLAT REPAIR	\$ 40.00

PO	Warrant No.	Vendor Name	Purpose	Amount
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### Hwy-ST

#### 1313-6-8040-2005

009899	002578	MUSKOGEE SAND COMPANY INC	CLASS A SAND	\$ 178.25
<b>Total:</b>				<b>\$ 129,315.75</b>

#### 1313-6-8041-2005

007147	002579	WARREN POWER & MACHINERY INC.	PARTS	\$ 329.06
008545	002580	OTA PIKEPASS	TOLL CHARGES	\$ 100.00
008548	002581	COMDATA	FUEL	\$ 1,000.00
008622	002582	STIGLER STONE	1 1/2" CRUSHER RUN	\$ 4,369.26
009022	002583	CUSTOM PRODUCTS CORPORATION	SIGNS & SIGN SUPPLIES	\$ 297.55
009070	002584	STIGLER STONE	1 1/2" ODOT BASE TYPE	\$ 4,931.20
009085	002585	DOLESE	1 1/2" CRUSHER RUN	\$ 4,595.89
009195	002586	CUSTOM PRODUCTS CORPORATION	ROAD SIGNS	\$ 582.84
009212	002587	STIGLER STONE	1 1/2" ODOT BASE TYPE	\$ 4,864.90
009294	002588	WARREN POWER & MACHINERY INC.	PARTS	\$ 58.30
009299	002589	STIGLER STONE	1 1/2" ODOT BASE TYPE	\$ 4,892.70
009300	002590	WARREN POWER & MACHINERY INC.	WINDOW GLASS	\$ 203.00
009340	002591	STANDARD MACHINE & WELDING	PARTS	\$ 110.08
009373	002592	RAM INC	FUEL	\$ 3,796.74
009398	002593	YELLOW HOUSE MACHINE	PARTS	\$ 3,777.78
009491	002594	STIGLER STONE	1 1/2" ODOT BASE TYPE	\$ 4,916.50
009492	002595	CANON FINANCIAL SERVICES	MONTHLY COPIER LEAS	\$ 102.00
009519	002596	BRUCKNER TRUCK SALES INC	PARTS	\$ 1,449.24
009577	002597	RAM INC	FUEL	\$ 2,661.33
009588	002598	COMDATA	FUEL	\$ 130.23
009609	002599	T & W TIRE	TIRES	\$ 2,279.50
009672	002600	FASTENAL	SHOP SUPPLIES	\$ 169.86
009755	002601	JAMES SUPPLIES	WELDING SUPPLIES	\$ 19.20
009756	002602	VYVE BROADBAND	MONTHLY SERVICE	\$ 225.42
009757	002603	MILLER OFFICE EQUIPMENT	COPY OVERAGES	\$ 4.60
009758	002604	RAM INC	FUEL	\$ 7,642.83
009759	002605	RAM INC	FUEL	\$ 3,671.25
009771	002606	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 185.09
009782	002607	AIRGAS	WELDING SUPPLIES	\$ 264.90
009826	002608	COMPLIANCE RESOURCE GROUP	DRUG TESTING	\$ 35.00
009829	002609	UNIFIRST FIRST AID CORP	MEDICINE CABINET RES	\$ 84.86
009871	002610	TRUCK PRO	PARTS	\$ 428.20
009881	002611	OTA PIKEPASS	TOLL CHARGES	\$ 40.72
009924	002612	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 106.88
<b>Total:</b>				<b>\$ 58,326.91</b>

#### 1313-6-8042-2005

009768	002613	AT&T MOBILITY	MONTHLY SERVICE	\$ 34.59
009832	002614	AT&T MOBILITY	MONTHLY SERVICE	\$ 160.16



PO	Warrant No.	Vendor Name	Purpose	Amount
<b>Hwy-ST</b>				
<b>1313-6-8042-2005</b>				
009900	002615	CANAM ROAD SERVICES	LABOR AND PARTS	\$ 505.00
009901	002616	CANAM ROAD SERVICES	LABOR AND PARTS	\$ 425.00
			<b>Total:</b>	<b>\$ 1,124.75</b>
<b>1313-6-8043-2005</b>				
008558	002617	COMDATA	FUEL	\$ 5,729.10
009925	002618	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 579.43
009926	002619	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 88.58
009927	002620	AT&T MOBILITY	MONTHLY SERVICE	\$ 313.52
			<b>Total:</b>	<b>\$ 6,710.63</b>
<b>Rural Fire-ST</b>				
<b>1321-2-8201-2005</b>				
008514	000991	COMDATA	FUEL	\$ 92.56
009874	000992	ADT SECURITY SERVICES	MONTHLY SERVICE	\$ 101.79
			<b>Total:</b>	<b>\$ 194.35</b>
<b>1321-2-8201-4110</b>				
009290	000993	CASCO INDUSTRIES	BUNKER BOOTS	\$ 480.00
			<b>Total:</b>	<b>\$ 480.00</b>
<b>1321-2-8205-2005</b>				
008516	000994	COMDATA	FUEL	\$ 600.16
			<b>Total:</b>	<b>\$ 600.16</b>
<b>1321-2-8206-2005</b>				
000904	000995	SNOW, TITUS	LAWN CARE	\$ 750.00
006633	000996	COMDATA	FUEL	\$ 131.28
			<b>Total:</b>	<b>\$ 881.28</b>
<b>1321-2-8206-4110</b>				
009583	000997	WHITESIDE, KURT	ICE MACHINE	\$ 4,850.00
			<b>Total:</b>	<b>\$ 4,850.00</b>
<b>1321-2-8212-2005</b>				
009471	000998	PRO KILL INC.	PEST CONTROL	\$ 216.00
			<b>Total:</b>	<b>\$ 216.00</b>

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

#### 1321-2-8214-2005

008523	000999	COMDATA	FUEL	\$ 408.07
009079	001000	MEMPHIS EQUIPMENT COMPANY	REPAIRS	\$ 766.97
009917	001001	COMPLIANCE RESOURCE GROUP	DRUG TESTING	\$ 96.00
			<b>Total:</b>	<b>\$ 1,271.04</b>

#### 1321-2-8215-2005

009875	001002	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 272.24
			<b>Total:</b>	<b>\$ 272.24</b>

#### 1321-2-8216-2005

009734	001003	JIM WOOD REFRIGERATION	ICE MACHINE REPAIR	\$ 445.00
			<b>Total:</b>	<b>\$ 445.00</b>

#### 1321-2-8218-2005

009889	001004	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 63.39
			<b>Total:</b>	<b>\$ 63.39</b>

#### 1321-2-8220-4110

006417	001005	WATTS MANUFACTURING LLC	UTV	\$ 22,620.00
			<b>Total:</b>	<b>\$ 22,620.00</b>

#### 1321-2-8222-2005

009501	001006	PRO KILL INC.	PEST CONTROL	\$ 48.00
009688	001007	ASSURED FIRE SAFETY	FIRE EXTINGUISHER INS	\$ 180.00
			<b>Total:</b>	<b>\$ 228.00</b>

#### 1321-2-8224-2005

009928	001008	THE BURROWS AGENCY	INSURANCE	\$ 6,656.00
			<b>Total:</b>	<b>\$ 6,656.00</b>

#### 1321-2-8228-2005

008530	001009	COMDATA	FUEL	\$ 139.88
			<b>Total:</b>	<b>\$ 139.88</b>

### SH Commissary

#### 1223-2-0400-2005

009579	000269	COMMISSARY EXPRESS	INMATE COMMISSARY	\$ 4,039.23
009708	000270	COMMISSARY EXPRESS	KIOSK FEES	\$ 97.50

PO	Warrant No.	Vendor Name	Purpose	Amount
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### SH Commissary

#### 1223-2-0400-2005

009710	000271	OKLAHOMA TAX COMMISSION	INHOUSE COMMISSARY	\$ 1,577.80
009890	000272	US FOODS	INHOUSE COMMISSARY	\$ 732.10
009891	000273	BANCFIRST	POSITIVE PAY MONTHLY	\$ 151.47
			<b>Total:</b>	<b>\$ 6,598.10</b>

#### 1223-2-0400-4110

008897	000274	BEMAC SUPPLY	JAIL MAINTENANCE SUP	\$ 809.66
			<b>Total:</b>	<b>\$ 809.66</b>

### SH Svc Fee

#### 1226-2-0400-2012

009843	001580	PERFORMANCE FOODSERVICE - LITT	INMATE GROCERIES	\$ 1,658.74
009894	001581	US FOODS	INMATE GROCERIES	\$ 3,835.96
			<b>Total:</b>	<b>\$ 5,494.70</b>

#### 1226-2-3400-2005

009761	001582	PITNEY BOWES RESERVE ACCOUNT	POSTAGE	\$ 500.00
009764	001583	MUSKOGEE COMMUNICATIONS	RADIO REPAIRS	\$ 718.00
009776	001584	PARMED PHARMACEUTICALS	INMATE MEDICAL	\$ 1,216.59
009841	001585	PERFORMANCE FOODSERVICE - LITT	KITCHEN SUPPLIES	\$ 152.41
009842	001586	INDIAN NATION WHOLESALE CO.	JANITORIAL SUPPLIES	\$ 149.21
009845	001587	PEPSI-COLA BOTTLING CO.	INMATE WORK CREW	\$ 240.00
009892	001588	US FOODS	JAIL JANITORIAL SUPPLI	\$ 327.86
			<b>Total:</b>	<b>\$ 3,304.07</b>

#### 1226-2-3400-2030

007499	001589	LOWES	MAINTENANCE SUPPLIE	\$ 193.72
007502	001590	HOLMANS FAST LUBE	OIL CHANGE ETC	\$ 92.34
007503	001591	O REILLY AUTO PARTS	AUTO PARTS ETC.	\$ 104.75
009709	001592	COMMISSARY EXPRESS	DEBIT PHONE TIME FEE	\$ 212.00
009777	001593	NCIC	INMATE BILLED VIDEO VI	\$ 3,869.55
			<b>Total:</b>	<b>\$ 4,472.36</b>

**Grand Total: \$ 358,362.96**



**Ram, Inc. submits the following fuel bids for the week: May 16th, 2022.**

UN	CLEAR	DYED	LP
3.9900	4.3200	4.3200	2.7900

**\*\*\* This bid is for today only\*\*\***

**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**

**FILED**

MAY 16 2022

AM  
AM

TIME 5:16  
HOPE TRAXWELL COUNTY CLERK  
PITTSBURG COUNTY

BY *M. Dejean* DEPUTY

TENTATIVE APPROPRIATION

FISCAL YEAR: 2022-2023

FUND: GENERAL

TO THE EXCISE BOARD, PITTSBURG COUNTY:  
WE THE GOVERNING BOARD OF PITTSBURG COUNTY MAKE APPLICATION  
FOR THE TENTATIVE APPROPRIATION UNTIL FINAL APPROVAL OF THE  
BUDGET.

CURRENT EXPENSES (THIS INCLUDES SALARIES, MAINTENANCE AND  
TRANSPORTATION)

\$2,500,000.00

APPROVED BY THE PITTSBURG COUNTY BOARD OF COMMISSIONERS THIS  
16<sup>th</sup> DAY OF MAY, 2022.

ATTEST:



CHAIRMAN

[Signature]

VICE-CHAIRMAN

[Signature]

MEMBER

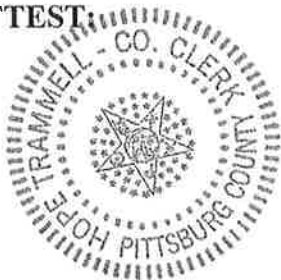
[Signature]

COUNTY CLERK

[Signature]

APPROVED BY THE PITTSBURG COUNTY EXCISE BOARD THIS 16<sup>th</sup>  
DAY OF MAY, 2022.

ATTEST:



CHAIRMAN

[Signature]

VICE-CHAIRMAN

[Signature]

MEMBER

[Signature]

COUNTY CLERK

[Signature]

TENTATIVE APPROPRIATION

FISCAL YEAR: 2022-2023

FUND: HEALTH

TO THE EXCISE BOARD, PITTSBURG COUNTY:  
WE THE GOVERNING BOARD OF PITTSBURG COUNTY MAKE APPLICATION  
FOR THE TENTATIVE APPROPRIATION UNTIL FINAL APPROVAL OF THE  
BUDGET.

CURRENT EXPENSES (THIS INCLUDES SALARIES, MAINTENANCE AND  
TRANSPORTATION)

\$300,000.00

APPROVED BY THE PITTSBURG COUNTY BOARD OF COMMISSIONERS THIS  
16<sup>th</sup> DAY OF MAY, 2022.

ATTEST:



CHAIRMAN [Signature]

VICE-CHAIRMAN [Signature]

MEMBER [Signature]

COUNTY CLERK Hope Trammell

APPROVED BY THE PITTSBURG COUNTY EXCISE BOARD THIS 16<sup>th</sup> DAY OF  
MAY, 2022.

ATTEST:



CHAIRMAN [Signature]

VICE CHAIRMAN Boyd Cahle

MEMBER [Signature]

COUNTY CLERK Hope Trammell



March 9, 2022

Michelle Fields  
Pittsburg County Assessor  
115 E Carl Albert Parkway Room 101  
McAlester, OK 74501

Dear Michelle,

The past year provided me time to not only reflect on myself as an individual, but also upon DataScout's business operations and client relation initiatives. Like many of you, we were forced to navigate the pandemic with a remote workforce. That experience exposed some operational hurdles, but also led to new, and sometimes better, ways of doing business. I believe our team has excelled in adapting to the new professional normal, but we can always continually improve our services, support, and communication with our clients. Rather than provide you with a list of everything we have accomplished this past year, I would like to take this opportunity to ask of you, 'How did we do over the past 18 months?' and 'What can we do to better serve your office at this time?'

Please email me directly at [cscott@datascoutpro.com](mailto:cscott@datascoutpro.com) with your thoughts and ideas. In the past, I was often able to sit down with you in your office and ask you these questions in person. Unfortunately, travel constraints over the past 18 months have significantly limited my ability to maintain that close contact. As I can make my rounds again, I hope to be able to visit you in person soon. That personal connection with our clients is something in which we take great pride.

All pricing for DataScout services and product licenses will remain the same for your fiscal year starting July 1, 2022 except for DataScout OneMap. As you all may be aware, the cost of goods and doing business has been rising across all sectors and industries and has accelerated as the COVID-19 pandemic continues, supply chains remain disrupted, and fears of inflation increase. DataScout is not insulated from these economic trends. To continue to provide our dedicated services and software, price increases sometimes must happen. We do have an option for current clients with a DataScout OneMap license to retain current pricing, as explained in the attached announcement.

To assist you in your budgeting process, enclosed you will find our 2022 Fee Schedule. It lists license and support fees for each of the services to which you currently subscribe. If you have questions regarding the Fee Schedule, feel free to contact me or any member of our support staff at [support@datascoutpro.com](mailto:support@datascoutpro.com) or 479-521-5607 x 2.

It has truly been a pleasure to have the opportunity to serve you, and we look forward to doing so again in 2022!

Sincerely,

Cory Scott - Chief Operations Officer





## **ANNOUNCEMENT**

### **DataScout OneMap™**

'Rate increase'

Release: March 16, 2022

Effective June 1, 2022, all DataScout OneMap™ local government licensed extensions in Oklahoma will receive a 10% rate increase. The price increase was effective as of December 1, 2021 for Arkansas and Louisiana licensed extensions. DataScout OneMap™ has not experienced a rate increase since 2015 when we re-branded the 'DataScout map viewer' as DataScout OneMap™. There has been a substantial increase in the economic cost of doing business over the past seven years. Along with annual general inflation as outlined by the Consumer Price Index, uncontrollable bottom-line expenses such as wages, cyber insurance, health insurance, rent, utilities, and general goods have steadily risen, most dramatically over the most recent two years.

As we have stated before in announcements concerning pricing increases, we spend significant resources in staff time and efforts, as well as funds to increase our efficiencies in order to maintain lower service fees for clients. In addition to the efficiency gains, we have listened to our clients and increased functionality across all extensions with several new version releases for DataScout OneMap™ extensions since 2015. Unfortunately, service fees must go up over time so that we may maintain our ability to provide unparalleled service, reliability as a service provider, and continue to improve both our software and our services.

Customers who are currently in a multi-year contract will not see an increase in their rates until the expiration of their contract term, which is a benefit for the multi-year contracts. Customers in an annual or auto-renewal contract should expect to see the new rates applied beginning July 2022.

#### *Interested in Maintaining the Current Rate?*

We do have some good news. DataScout is providing DataScout OneMap™ license holders a one-time offer. If you choose to extend your contract for an additional 4-year term prior to June 1, 2022, then you will be able to maintain the current rates over that term period providing your county annual savings. Enclosed is a contract Addendum with a term extension should you desire to take advantage of this offer. If we do not receive an executed contract or correspondence from your office, we will assume that you have elected not to extend the term of the agreement. Increased rates will be applied to your invoice upon annual license renewal.

We appreciate your understanding of the need for this price increase, and we greatly thank for your business. If you would like to speak with our staff about extending your contract at current rates, or you would like to enter into a multi-year contract to lock in current pricing, then please do not hesitate to contact us at [support@datascoutpro.com](mailto:support@datascoutpro.com) or by calling 479-521-5607 x 2.



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**ANNOUNCEMENT**

**DataScout OneMap™**

'Separation of Addressing & Emergency Management extension'

Release: March 16, 2022

Effective December 1, 2021, DataScout will deprecate the currently combined Addressing & Emergency Management extension and split it into two separate licensed extensions: (1) Addressing and (2) Emergency Management.

One of the major draws of DataScout OneMap™ versus other mapping applications on the market is the streamlined approach to relative functionality. The other draw is our dedicated support and rapid response. DataScout OneMap™ provides your office with tools tailored to your usage requirements versus bloated functionality with tools you may never need or use. Since the Addressing and Emergency Management extension release, we added significant functionality based on user request. Some of this functionality has confused users that do not need it for their workflow, or simply do not apply to their office. Rather than significantly increase the price based on the increased functionality to satisfy two different groups of users, we decided to split the extensions to help save money on fees for those who only need the addressing tools or those who only need the emergency management tools. Those who need both sets of tools may always purchase both extensions.

Customers who are currently in a multi-year contract will not see an increase in their rates or additional costs for the separation of the extensions until the expiration of the contract term, which is a benefit for the multi-year contracts. Customers in an annual or auto-renewal contract should expect to see the new rates for the additional extension applied beginning January 2022.

Any client who elects to extend their license for an additional 4-year term will be 'grandfathered' in through that term so that you may continue to save on annual fees for another four years. Executing the enclosed Addendum will allow you to operate both the Addressing and Emergency Management extensions for the same price you are currently paying and delay payment for both extensions individually until the end of the new term.

## Pittsburg County, OK

## Fee Schedule: Fiscal Year 07/01/22 – 06/30/23

## For Currently Utilized Licenses, Support and Services

<b>DataScout OneMap™ - Tier 3</b>	<b>\$ 13,230.00</b>
<ul style="list-style-type: none"> <li>• Assessor Extension <span style="float: right;">\$ 3,745.00</span> <ul style="list-style-type: none"> <li>\$ 4,644.50 License, Maintenance and Support</li> <li>(\$ 399.50) Credit to offset 2022 price increase*</li> <li>(\$ 250.00) Multiple Extension Credit</li> <li>(\$ 250.00) Annual Credit with 4-year Contract</li> </ul> </li> <li>• Addressing Extension <span style="float: right;">\$ 1,185.63</span> <ul style="list-style-type: none"> <li>\$ 4,094.50 License, Maintenance and Support</li> <li>(\$ 349.50) Credit to offset 2022 price increase*</li> <li>(\$ 561.87) Multiple Extension Credit</li> <li>(\$1,747.50) Credit to match current AEM contract**</li> <li>(\$ 250.00) Annual Credit with 4-year Contract</li> </ul> </li> <li>• Emergency Management Extension <span style="float: right;">\$ 1,185.62</span> <ul style="list-style-type: none"> <li>\$ 4,094.50 License, Maintenance and Support</li> <li>(\$ 349.50) Credit to offset 2022 price increase*</li> <li>(\$ 561.88) Multiple Extension Credit</li> <li>(\$1,747.50) Credit to match current AEM contract**</li> <li>(\$ 250.00) Annual Credit with 4-year Contract</li> </ul> </li> <li>• Law Extension <span style="float: right;">\$ 2,371.25</span> <ul style="list-style-type: none"> <li>\$ 4369.50 License, Maintenance and Support</li> <li>(\$ 374.50) Credit to offset 2022 price increase*</li> <li>(\$1,373.75) Multiple Extension Credit</li> <li>(\$ 250.00) Annual Credit with 4-year Contract</li> </ul> </li> <li>• Road and Bridge Extension <span style="float: right;">\$ 2,371.25</span> <ul style="list-style-type: none"> <li>\$ 4369.50 License, Maintenance and Support</li> <li>(\$ 374.50) Credit to offset 2022 price increase*</li> <li>(\$1,373.75) Multiple Extension Credit</li> <li>(\$ 250.00) Annual Credit with 4-year Contract</li> </ul> </li> <li>• Voting Extension <span style="float: right;">\$ 2,371.25</span> <ul style="list-style-type: none"> <li>\$ 4,369.50 License, Maintenance and Support</li> <li>(\$ 374.50) Credit to offset 2022 price increase*</li> <li>(\$1,373.75) Multiple Extension Credit</li> <li>(\$ 250.00) Annual Credit with 4-year Contract</li> </ul> </li> </ul>	

\*Credit provided for multi-year contracts with start dates prior to June 1, 2022.

\*\*Beginning in 2022 the Addressing and Emergency Management (AEM) Extension has been split into separate extensions. This credit makes the cost of both extensions equivalent to the single AEM extension

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**FY 2022-2023 Total Fees: \$ 13,230.00**

*This county-wide contract will be invoiced to the Pittsburg County Commissioners.*

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### Available DataScout, LLC Offerings Not Currently Subscribed

- General Maintenance Call for Pricing  
If you have mapping work you would like to complete, but do not have the staff, time or expertise to do so then General Maintenance might be for you. Parcels, Road Centerlines, Address Points, Voting Districts, Land Use, Road Work, etc. No matter the mapping work needed we have experienced and dedicated staff members ready to assist. All work is done in a timely manner and audit reports of completed work are sent to the client on a monthly basis.
- Custom Website: Front Page Call for Pricing

This is not an invoice

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**DataScout, LLC**  
Data. Delivered.

**ADDENDUM TO  
WORKING AND PRICING ORDER**

This **Addendum** to the current ‘**Working And Pricing Order**’ (hereinafter “**WAPO**”) is entered into on April 1, 2021 (“**Addendum Effective Date**”) by and between **DataScout, LLC** (“**DataScout**”) an Arkansas corporation located at 38 W. Trenton Blvd. Ste 101, Fayetteville, AR 72701, and **Pittsburg County, Oklahoma and all elected or appointed officials or offices of or in Pittsburg County, Oklahoma that are signatories below to this Agreement** (“**Customer**”) located at 115 E Carl Albert Parkway Room 101, McAlester OK 74501.

WHEREAS, DataScout and Customer agree that this Addendum shall be a part of and subject to the **Master Services and/or License Agreement** (hereinafter “**MSA**”) and to the **WAPO** entered into by and between the parties on January 1, 2021, with the exception of the following modified sections as set forth below:

1. **Term.** Subject to earlier termination as provided herein, the extended term of this **WAPO** shall begin on July 1, 2024 and shall automatically renew for three (3) consecutive years beginning on July 1 of each subsequent year and ending on June 30, 2028. The parties agree that unless Customer provides written notice to DataScout at least thirty (30) days prior to the end of the four-year (4) term stated above, this **WAPO** shall automatically renew for additional one-year terms until Customer provides written notice to DataScout at least thirty (30) days prior to the end of the then current term.

**7. Pricing.**

**Extension: Assessor, Tier 3**

License Fee.....	\$4,644.50 (Annual Fee)
Extra 20 GB Storage option (50 GB included).....	\$ <u>N/A</u>
Plus Access service package.....	\$ _____
Premier Access service package.....	\$ _____
Special Credit.....	\$ (399.50)
Multiple Extension Credit.....	\$ (250.00)
Multiple Year Agreement Credit.....	\$ (250.00)
<b><u>TOTAL NET ANNUAL CUSTOMER FEE&gt;&gt;&gt;&gt;&gt;</u></b> .....	<b><u>\$ 3,745.00</u></b>

**Extension: Addressing, Tier 3**

License Fee.....	\$ 4,094.50 (Annual Fee)
Extra 20 GB Storage option (50 GB included).....	\$ <u>N/A</u>
Special Credit.....	\$ (349.50)
Multiple Extension Credit.....	\$ (561.87)
Split Extension Credit.....	\$ (1,747.50)
Multiple Year Agreement Credit.....	\$ (250.00)
<b><u>TOTAL NET ANNUAL CUSTOMER FEE&gt;&gt;&gt;&gt;&gt;&gt;.....</u></b>	<b><u>\$ 1,185.63</u></b>

**Extension: Emergency Management, Tier 3**

License Fee.....	\$ 4,094.50 (Annual Fee)
Extra 20 GB Storage option (50 GB included).....	\$ <u>N/A</u>
Special Credit.....	\$ (349.50)
Multiple Extension Credit.....	\$ (561.88)
Split Extension Credit.....	\$ (1,747.50)
Multiple Year Agreement Credit.....	\$ (250.00)
<b><u>TOTAL NET ANNUAL CUSTOMER FEE&gt;&gt;&gt;&gt;&gt;&gt;.....</u></b>	<b><u>\$ 1,185.62</u></b>

**Extension: Law, Tier 3**

License Fee.....	\$ 4,369.50 (Annual Fee)
Extra 20 GB Storage option (50 GB included).....	\$ <u>N/A</u>
Special Credit.....	\$ (374.50)
Multiple Extension Discount.....	\$ (1,373.75)
Multiple Year Agreement Credit.....	\$ (250.00)
<b><u>TOTAL NET ANNUAL CUSTOMER FEE&gt;&gt;&gt;&gt;&gt;&gt;.....</u></b>	<b><u>\$ 2,371.25</u></b>

**Extension: Road & Bridge, Tier 3**

License Fee.....	\$ 4,369.50 (Annual Fee)
Extra 20 GB Storage option (50 GB included).....	\$ __N/A__
Special Cedit.....	\$ (374.50)
Multiple Extension Discount.....	\$ (1,373.75)
Multiple Year Agreement Credit.....	\$ (250.00)
<b><u>TOTAL NET ANNUAL CUSTOMER FEE&gt;&gt;&gt;&gt;&gt;</u></b> .....	<b><u>\$ 2,371.25</u></b>

**Extension: Voting, Tier 3**

License Fee.....	\$ 4,369.50 (Annual Fee)
Extra 20 GB Storage option (50 GB included).....	\$ __N/A__
Special Cedit.....	\$ (374.50)
Multiple Extension Discount.....	\$ (1,373.75)
Multiple Year Agreement Credit.....	\$ (250.00)
<b><u>TOTAL NET ANNUAL CUSTOMER FEE&gt;&gt;&gt;&gt;&gt;</u></b> .....	<b><u>\$ 2,371.25</u></b>

WHEREAS, DataScout and Customer further agree that with the exception of the above substituted, amended, or revised WAPO sections, the remainder of the MSA and the WAPO entered into by and between the parties on January 1, 2021 shall remain in full force and effect.

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


**County Assessor's Office**

By: \_\_\_\_\_

Name: Michelle Fields

Title: Pittsburg County Assessor

**DataScout, LLC**

By: 

Name: Cory Scott

Title: Chief Operations Officer

**County, County Clerk's Office**

By: 

Name: Hope Trammell

Title: Pittsburg County, County Clerk



**County Sheriff's Office**

By: \_\_\_\_\_

Name: Chris Morris

Title: Pittsburg County Sheriff

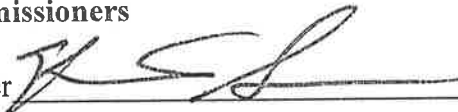
**County Emergency Management's Office**

By: \_\_\_\_\_

Name: Kevin Enloe

Title: \_\_\_\_\_

**Pittsburg County Commissioners**

County Commissioner  Date: \_\_\_\_\_

County Commissioner  Date: \_\_\_\_\_

County Commissioner  Date: \_\_\_\_\_

**LEASE AGREEMENT**

This indenture made and entered into this 1st day of June, 2022, by and between The Estate of I. Jack Stephens, c/o I. Jack (Jay) Stephens II, Administrator, at 13402 W. 58<sup>th</sup> St. S, Sand Springs, Oklahoma, 74063, hereinafter called the Party of the First Part, and the Board of County Commissioners, Pittsburg County, Oklahoma, hereinafter called the Party of the Second Part.

That the Party of the First Part is the owner of the following described real estate and premises situated in Pittsburg County, State of Oklahoma, to-wit:

A tract of land located in the NW ¼ of Section 21, Township 9 North, Range 17 East, Pittsburg County, Oklahoma, more particularly described as follows, to-wit: Beginning at a point 1,320 feet East at an angle of N 89° 37' 07" East and North 00° 06'32" West 400 feet, from the Southwest corner of NW ¼ of Section 21, Township 9 North, Range 17 East; Thence North 200 feet; Thence West 110 feet; Thence South 200 feet; Thence East 110 feet to the point of beginning.

**TO HAVE AND TO HOLD** the same unto the Party of the Second Part commencing on the 1<sup>st</sup> day of July, 2022 and ending on the 30<sup>th</sup> day of June, 2023, when said tenancy shall expire, unless option is made to renew the lease for the same sum. The exercise of such option shall be accomplished by the issuance of a purchase order upon or within ten (10) days after the expiration of the terms of this lease or any renewal then in effect. If either party wishes to terminate this agreement before the expiration date, a 30-day notice shall be given.

For the use of said premises for the term set out above, the said Party of the Second Part agrees to pay the sum of Two Hundred Fifty Dollars (\$250.00) per month, payable on a month to month basis.

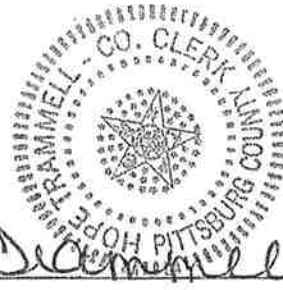
Party of the Second Part agrees to keep and maintain said property in a businesslike manner. It is further agreed that the said Party of the Second Part can erect or place any buildings that are necessary, without any expense to the Party of the First Part, with the privilege of removing these buildings at the expiration of this lease. Any improvements to the said premises are to be made by the Party of the Second Part and without expense to the Party of the First Part. This lease is subject to sale of the property by the Party of the First Part. This lease may be renewed at the option of the Party of the Second Part.

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


**Party of the Second Part:**

  
Chairman

Attest:




  
County Clerk

  
Vice-Chairman

  
Member

**Party of the First Part:**

  
The Estate of I. Jack Stephens  
I. Jack "Jay" Stephens, II, Administrator





# SERVICE PROVIDER AGREEMENT CREDIT CARD PROCESSING

THIS SERVICE PROVIDER AGREEMENT ("Agreement") is made and entered into by and between Certified Payments, a division of Accelerated Card Company, LLC, with offices at 100 Throckmorton Street, Suite 200, Fort Worth, TX 76102 ("Certified") and Pittsburg County, OK Commissioner, 115 E Carl Albert Pkwy Room, McAlester, OK 74501 ("Agency").

## RECITALS

WHEREAS, Agency desires to accept payments from individuals or entities ("Customers") by Credit Card, pin-less Debit Card, and pin-entry Debit Card (if Agency is utilizing debit-capable equipment) ("Agency Payments").

WHEREAS, Certified is a third party service provider that performs such Services on behalf of Agency ("Services").

WHEREAS, Agency desires to engage Certified to act on behalf of Agency in providing the Services and Certified desires to provide the Services subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing, and the mutual promises set forth below, the parties hereto agree as follows:

### 1. DEFINITIONS. As used herein, the following terms have the meanings set forth below:

"Agency Bank" is the Depository Financial Institution where the Agency Bank Account is maintained and receives deposits from Agency's Customers or credits from the Federal Reserve Bank on behalf of the Agency.

"Agency Bank Account" is the account Agency has established with Agency Bank for credit card and debit card deposits from Agency's Customers as provided under the terms of this agreement, and identified on Page 3 of the Bureau Credit Card Account Setup Form, Bureau Banking Information, which is attached hereto.

"Bureau Code" is the unique seven (7) digit Agency identifier assigned to Agency by Certified.

"Card Issuing Bank" is a financial institution that issues cards and contracts with its cardholders for billing and payment of transactions.

"Card Brands" are membership corporations of financial institutions that issue cards for payments of goods and services, provide card products and establish the rules and regulations governing member participation in card programs.

"Card Holder" is an authorized user of a payment card issued by a Card Issuing Bank.

"Chargeback" is a transaction whereby the Card Issuing Bank reverses the Agency's Payment.

"Service Fee" means the fee charged by Certified to Customers for the convenience of using the Services in making an Agency Payment.

"Credit Card" refers to a pin-less debit card or credit card issued to a Customer for payment of goods and services.

"Customer" means both consumer and corporate, individual or company that purchases or uses the Services.

"Debit Card" refers to a pin-entry debit card issued to a customer for payment of goods and services.

"Front-End Processor" is an authorization service through which Card Issuing Banks can approve or decline individual card transactions.

"IVR" means Integrated Voice Response system.

"Processing Facility" refers to the appropriate credit or debit network to which Certified transmits transactions.

### 2. CERTIFIED'S OBLIGATIONS. Certified shall provide the Services as follows:

A. Certified will provide Customers with the opportunity to make Agency Payments by Credit Card, pin-less debit card, and pin-entry debit card (if Agency is utilizing debit-capable equipment). These Agency Payments may be made through Certified's website, the Agency's website, through an IVR system, by contacting the Agency directly by telephone, or by other methods that may be offered by Certified from time to time.

B. Certified shall begin providing the Services to Customers on a date mutually agreed upon by Certified and Agency.

C. Certified shall collect and transmit Agency Payments from Customers using MasterCard, Visa, Discover, American Express, and the Debit Card Networks.

D. Certified may charge each Customer a Service Fee for each Agency Payment processed. The Service Fee will be collected in addition to the corresponding Agency Payment. Exhibit A attached hereto details the Schedule of Service Fees that Certified may charge to Agency's Customers. Certified, in its sole discretion may charge Customers a minimum Service Fee for each payment and may change the amount of the Service Fee upon thirty (30) days' advance written notice to Agency. Certified will cause all net funds resulting from Agency Payments to be transmitted to Agency's Bank Account; Certified shall retain all Service Fees collected by it hereunder.

E. Except for the fees outlined in Exhibit A, Certified shall not charge Agency a fee in consideration for Certified's provision of the Services to Customers as provided for in this Agreement; any fees payable by Agency in connection therewith will be mutually agreed upon by Certified and Agency.

F. Certified will notify each Customer of the dollar amount of the payment and the corresponding Service Fee to be charged to the Customer and obtain Customer's approval (electronically or otherwise) of such charges prior to initiating any charges to the Customer's Credit Card or Debit Card.

G. Certified will provide each Customer with electronic confirmation of the Agency Payment and the corresponding Service Fee.

H. Certified will electronically collect and transmit all payment information to the appropriate Processing Facility in the most time critical manner that each facility can accept.

I. Certified will provide Agency with online access to Agency payment data and reports summarizing the use of the Services by Agency's Customers. Agency will have the ability to import such payment data utilizing Microsoft Excel, Microsoft Access, a comma-delimited file ("CSV") or XML file. Access to Agency payment data and reports will be available 24/7.

J. Certified will retain all logs and data for such period of time as required by applicable law and the regulations of the Card Brands and Debit Card Networks.

K. Prior to initiating any refunds to a Customer's Credit Card or Debit Card, Certified will attempt to obtain permission, either orally or in writing, from the Agency's authorized representative. Unless Agency receives written authorization from Certified to the contrary, Agency may not issue refunds to the Customer by check. Certified will process such refunds in the form of a credit to the Customer's Credit Card or Debit Card that was initially charged and, in Certified's sole discretion, may refund the corresponding Service Fee payment. Certified or its authorized agent will debit the Agency's Bank Account for the amount of the Agency Payment refund.

L. Under the rules of the Card Brands, Customer's Card Issuing Bank gives Certified a limited amount of time to dispute a Chargeback or issue a refund. In the

event a refund must be issued, Certified will contact Agency and Agency will immediately issue a memo authorizing Certified to refund the transaction, however, Certified and Card Issuing Bank reserve the right to debit the Agency Bank Account for the amount of the Agency Payment at any time during the Chargeback process. In the event a Service Fee is disputed by the cardholder, both the Agency payment and the service fee payment will be refunded to the cardholder. In no case shall a Service Fee be charged back to Certified without the related Charge also being charged back to the Agency.

M. Agency will reimburse Certified for all chargeback actions or refunds of any kind, including but not limited to those resulting from overpayments, duplicate or misapplied payments or unauthorized charges. In the case of either a refund or Chargeback, where Certified is unable to collect amounts owed by Agency to Certified, Agency agrees to make amounts owed available to Certified in immediately available funds.

N. Certified shall implement policies and procedures to maintain the security of cardholder data that Certified possesses, stores, processes or transmits on behalf of Agency, or to the extent that Certified could impact the security of Agency's cardholder data environment, in accordance with applicable payment card industry security standard (PCI-DSS) requirements.

### 3. AGENCY'S OBLIGATIONS.

A. In addition to this Agreement, Agency hereby agrees to the Merchant Processing Terms & Conditions found at [www.CertifiedPayments.net/tc](http://www.CertifiedPayments.net/tc), as they may be revised from time to time, and further agrees to enter into any and all applicable agreements that are required to perform the Services hereunder, including without limitation any agreements required by Visa, MasterCard, Discover, American Express, the Debit Card Networks, or the applicable sponsor bank. Such Agreements may include but are not limited to documents required by MasterCard, Visa, Discover, American Express, and the Debit Card Networks. Agency agrees to fully comply with the rules, regulations and operating procedures of the various Card Brands, including without limitation with respect to the use of specific Card logos and marks.

B. Prior to Certified's commencement of the Services, Agency will complete in full and sign all necessary paperwork that Certified puts forth.

C. Certified is required to fully adhere to and operate according to the rules, regulations and operating procedures of the Card Brands, the Debit Card Networks, the Bank and any rules and regulations provided by American Express and Discover. Agency agrees to immediately comply with any requests by Certified regarding any Agency conduct that is outside said rules and regulations. Agency's failure to comply with such request by Certified will be grounds for immediate termination of this Agreement.

D. Certified will provide customer support to Agency's customers. In order to provide said support services Agency will include on any statements or materials provided to Agency's customers, Certified information such as Web Address, IVR Telephone Number (if applicable), assigned Bureau Code, Customer Service Phone Number or other information.

E. Agency will not require, as a condition to making an Agency Payment, that a Cardholder agrees in any way to waive such Cardholder's right to dispute the transaction with the Card Issuing Bank for legitimate reasons.

F. Agency agrees that Certified will be the exclusive provider of fee-based electronic payment services and that Agency may not procure similar services from any other party during the Term of this Agreement.

### 4. ADDITIONAL MATTERS

A. Confidentiality. Agency will not disclose to any third party or use for any purpose inconsistent with this Agreement, any confidential or proprietary, non-public information it obtains during the term of this Agreement regarding Certified's business, operations, financial condition, technology, systems, know-how, products, services, suppliers, customers, marketing data, plans and models and personnel. Certified will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential Customer information it receives in connection with its performance of the Services, except that Certified may use personal information provided by Customers to establish and maintain individual user accounts requested to be established by such Customers with Certified.

B. Relationship of Parties. The performance by Certified of its duties and obligations under this Agreement shall be that of an independent contractor and nothing contained in this Agreement shall be deemed to constitute a joint venture or partnership between Certified and Agency.

C. Capacity to Contract. Each party hereby certifies that the person executing this Agreement on its behalf is fully authorized with complete legal capacity and approval to do so.

D. Intellectual Property. In order that Agency may promote the Services and Certified's role in providing the Services, Certified grants to Agency a revocable, non-exclusive, royalty-free license to use Certified's logo and other service marks (the "Certified Marks") for such purpose only. Agency does not have any right, title, license or interest, express or implied, in and to any object code, software, hardware, trademark, service mark, trade name, trade dress, formula, system, know-how, telephone number, telephone line, domain name, URL, copyrighted image, text, script (including, without limitation, any script used by Certified on Certified's website) or other intellectual property right of Certified. All Marks, the System and all rights therein (other than rights expressly granted in this Agreement) and goodwill pertaining thereto belong exclusively to Certified.

E. Force Majeure. Certified is released from liability hereunder for failure to perform any of the obligations herein where such failure to perform occurs by reason of any acts of any other party or third party or any acts of God, fire, flood, storm, earthquake, tidal wave, computer or communications failure, software failure, network problem, sabotage, war, military operation, national emergency, mechanical or electrical breakdown, civil commotion, or the order, requisition, request, or recommendation of any governmental agency or acting governmental authority, Certified's compliance therewith or government proration, regulation, or priority, or any other cause beyond Certified's reasonable control whether similar or dissimilar to such causes.

F. Remedies. Agency's sole remedy in the event of Certified's failure to perform the Services as set forth herein shall be to terminate the arrangement contemplated by this Agreement.

G. Notice. Any notice to be given hereunder shall be in writing and may be effected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

AGENCY:                   Pittsburg County, OK Commissioner  
                                  115 E Carl Albert Pkwy Room 100  
                                  McAlester, OK 74501

CERTIFIED PAYMENTS: Certified Payments, a division of Accelerated Card Company, LLC  
                                  Attn: General Counsel  
                                  100 Throckmorton Street, Suite 200  
                                  Fort Worth, TX 76102  
                                  notices@certifiedpayments.net

Service Provider Agreement, continued

H. American Express. Agency warrants that it does not hold third party beneficiary rights to any agreements between Payment Service Provider and American Express and at no time will attempt to enforce any such agreements against American Express.

I. Agency ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO AGENCY FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.I.

J. Term of Arrangement. Unless sooner terminated in accordance with the provisions of this Agreement, this Agreement shall be in effect for three (3) years from the Effective Date of this Agreement ("Term"). Thereafter, the Term will automatically extend for consecutive one (1) year periods, unless either party provides the other with written notice of termination at least sixty (60) days prior to the end of the then-current term.

K. Termination. Certified's performance of this Agreement is subject to the rules and regulations of the Card Brands, the Debit Card Networks, federal, state and local laws or regulations applicable to the Services. Receipt of a written directive from banking regulators, a member bank, Visa, MasterCard or other credit or debit card company or brand to terminate shall be immediate upon such event.

L. Governing Law. In the event a dispute arises between any of the parties to this agreement, all parties hereby agree that such a dispute shall be governed by the laws of the State of Texas

M. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, the rights and obligations of Certified under this Agreement may be provided or fulfilled by, or assigned to, any parent, subsidiary, affiliate, successor entity (by stock or asset purchase or merger) or subcontractor of Certified.

N. Entire Agreement; Modifications. This Agreement, together with the exhibits and schedules hereto constitutes the entire agreement between Certified and Agency with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth herein and therein. This Agreement supersedes all prior negotiations, agreements, and undertakings between the parties with respect to such matter. This Agreement, including the exhibits and schedules hereto may be modified or amended only by an instrument in writing executed by the parties or their permitted assignees.

O. Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, then this Agreement shall be deemed modified to delete any such provision, and the remaining provisions of this Agreement will remain in full force and effect.

P. Conflicts. In the event of a conflict between the provisions explicitly stated in this Agreement and those stated in any document referenced herein, the terms explicitly stated in this Agreement shall control.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on May 16th, 2022 (the "Effective Date").

**AGENCY'S ACCEPTANCE:**

AGENCY NAME Pittsburg County, OK Commissioner

By: [Signature]  
Agency Signature

[Signature]  
Agency Signature - Second Signature (if required)

Kevin Smith, Chairman, Bocce  
Printed Name and Title

Hope Trammell, County Clerk  
Printed Name and Title

5/16/2022  
Date

5/16/2022  
Date



**CERTIFIED'S ACCEPTANCE:**

ACCELERATED CARD COMPANY, LLC d/b/a CERTIFIED PAYMENTS

By: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

# EXHIBIT A SCHEDULE OF FEES Confidential

This Exhibit A to the Service Provider Agreement between Certified and Agency provides as follows:

**1. Schedule of Service Fees.**

Certified and Agency agree to the following provisions:

- A. 2.35 % or a minimum of \$ 1.00 shall be the agreed upon Service Fee that the Agency agrees to allow Certified to charge to Customers for tax payments when Customer uses a Credit or Debit Card.
- B. 2.35 % or a minimum of \$ 1.00 shall be the agreed upon Service Fee that the Agency agrees to allow Certified to charge to Customers for non-tax payments when Customer uses a Credit or Debit Card.

The fees charged are subject to change by Certified.

**2. Schedule of Equipment Cost.**

POS Terminal / Equipment	Price	Quantity	Subtotal
Ingenico iPP 320	\$ 230.00		\$
ID Tech USB Card Reader	\$ 55.00	6	\$0.00
Other:	\$		\$
<b>Equipment Total</b>		<b>6</b>	<b>\$0.00</b>

**AGREEMENT (IF NO PAYMENT TYPE IS SELECTED, ACH PAYMENT WILL BE USED)**

**ACH:** Agency hereby authorizes Certified or its designee to automatically withdraw all amounts owed in conjunction with the above Equipment Cost by initiating ACH debit entries from Agency's Bank Account. The authority is to remain in full force and effect until all obligations of Agency have been performed and paid in full or Certified or its designee has received written notification from Agency of its termination in such a manner as to afford Certified or its designee reasonable opportunity to act on it. In the case that any ACH's are not honored by the Agency's Bank Account for any reason, the Agency agrees to make amounts owed available to Certified in immediately available funds.

**Check #:** \_\_\_\_\_  
(ONLY MAKE CHECKS PAYABLE TO CERTIFIED PAYMENTS)

**AGENCY'S ACCEPTANCE:**

**AGENCY NAME:**

By:  \_\_\_\_\_  
Agency Signature Date

Kevin Smith, Chairman, Pittsburgh County Booc  
Printed Name and Title

**CERTIFIED'S ACCEPTANCE:**

**ACCELERATED CARD COMPANY, LLC d/b/a CERTIFIED PAYMENTS**

By: \_\_\_\_\_  
Authorized Representative Date

\_\_\_\_\_  
Printed Name and Title



## SERVICE PROVIDER AGREEMENT CREDIT CARD PROCESSING

THIS SERVICE PROVIDER AGREEMENT ("Agreement") is made and entered into by and between Certified Payments, a division of Accelerated Card Company, LLC, with offices at 100 Throckmorton Street, Suite 200, Fort Worth, TX 76102 ("Certified") and Pittsburg County, OK County Clerk, 115 E. Carl Albert Pkwy #103, McAlester, OK 74501 ("Agency").

### RECITALS

WHEREAS, Agency desires to accept payments from individuals or entities ("Customers") by Credit Card, pin-less Debit Card, and pin-entry Debit Card (if Agency is utilizing debit-capable equipment) ("Agency Payments").

WHEREAS, Certified is a third party service provider that performs such Services on behalf of Agency ("Services").

WHEREAS, Agency desires to engage Certified to act on behalf of Agency in providing the Services and Certified desires to provide the Services subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing, and the mutual promises set forth below, the parties hereto agree as follows:

**1. DEFINITIONS.** As used herein, the following terms have the meanings set forth below:

"Agency Bank" is the Depository Financial Institution where the Agency Bank Account is maintained and receives deposits from Agency's Customers or credits from the Federal Reserve Bank on behalf of the Agency.

"Agency Bank Account" is the account Agency has established with Agency Bank for credit card and debit card deposits from Agency's Customers as provided under the terms of this agreement, and identified on Page 3 of the Bureau Credit Card Account Setup Form, Bureau Banking Information, which is attached hereto.

"Bureau Code" is the unique seven (7) digit Agency identifier assigned to Agency by Certified.

"Card Issuing Bank" is a financial institution that issues cards and contracts with its cardholders for billing and payment of transactions.

"Card Brands" are membership corporations of financial institutions that issue cards for payments of goods and services, provide card products and establish the rules and regulations governing member participation in card programs.

"Card Holder" is an authorized user of a payment card issued by a Card Issuing Bank.

"Chargeback" is a transaction whereby the Card Issuing Bank reverses the Agency's Payment.

"Service Fee" means the fee charged by Certified to Customers for the convenience of using the Services in making an Agency Payment.

"Credit Card" refers to a pin-less debit card or credit card issued to a Customer for payment of goods and services.

"Customer" means both consumer and corporate, individual or company that purchases or uses the Services.

"Debit Card" refers to a pin-entry debit card issued to a customer for payment of goods and services.

"Front-End Processor" is an authorization service through which Card Issuing Banks can approve or decline individual card transactions.

"IVR" means Integrated Voice Response system.

"Processing Facility" refers to the appropriate credit or debit network to which Certified transmits transactions.

**2. CERTIFIED'S OBLIGATIONS.** Certified shall provide the Services as follows:

A. Certified will provide Customers with the opportunity to make Agency Payments by Credit Card, pin-less debit card, and pin-entry debit card (if Agency is utilizing debit-capable equipment). These Agency Payments may be made through Certified's website, the Agency's website, through an IVR system, by contacting the Agency directly by telephone, or by other methods that may be offered by Certified from time to time.

B. Certified shall begin providing the Services to Customers on a date mutually agreed upon by Certified and Agency.

C. Certified shall collect and transmit Agency Payments from Customers using MasterCard, Visa, Discover, American Express, and the Debit Card Networks.

D. Certified may charge each Customer a Service Fee for each Agency Payment processed. The Service Fee will be collected in addition to the corresponding Agency Payment. Exhibit A attached hereto details the Schedule of Service Fees that Certified may charge to Agency's Customers. Certified, in its sole discretion may charge Customers a minimum Service Fee for each payment and may change the amount of the Service Fee upon thirty (30) days' advance written notice to Agency. Certified will cause all net funds resulting from Agency Payments to be transmitted to Agency's Bank Account; Certified shall retain all Service Fees collected by it hereunder.

E. Except for the fees outlined in Exhibit A, Certified shall not charge Agency a fee in consideration for Certified's provision of the Services to Customers as provided for in this Agreement; any fees payable by Agency in connection therewith will be mutually agreed upon by Certified and Agency.

F. Certified will notify each Customer of the dollar amount of the payment and the corresponding Service Fee to be charged to the Customer and obtain Customer's approval (electronically or otherwise) of such charges prior to initiating any charges to the Customer's Credit Card or Debit Card.

G. Certified will provide each Customer with electronic confirmation of the Agency Payment and the corresponding Service Fee.

H. Certified will electronically collect and transmit all payment information to the appropriate Processing Facility in the most time critical manner that each facility can accept.

I. Certified will provide Agency with online access to Agency payment data and reports summarizing the use of the Services by Agency's Customers. Agency will have the ability to import such payment data utilizing Microsoft Excel, Microsoft Access, a comma-delimited file ("CSV") or XML file. Access to Agency payment data and reports will be available 24/7.

J. Certified will retain all logs and data for such period of time as required by applicable law and the regulations of the Card Brands and Debit Card Networks.

K. Prior to initiating any refunds to a Customer's Credit Card or Debit Card, Certified will attempt to obtain permission, either orally or in writing, from the Agency's authorized representative. Unless Agency receives written authorization from Certified to the contrary, Agency may not issue refunds to the Customer by check. Certified will process such refunds in the form of a credit to the Customer's Credit Card or Debit Card that was initially charged and, in Certified's sole discretion, may refund the corresponding Service Fee payment. Certified or its authorized agent will debit the Agency's Bank Account for the amount of the Agency Payment refund.

L. Under the rules of the Card Brands, Customer's Card Issuing Bank gives Certified a limited amount of time to dispute a Chargeback or issue a refund. In the

event a refund must be issued, Certified will contact Agency and Agency will immediately issue a memo authorizing Certified to refund the transaction, however, Certified and Card Issuing Bank reserve the right to debit the Agency Bank Account for the amount of the Agency Payment at any time during the Chargeback process. In the event a Service Fee is disputed by the cardholder, both the Agency payment and the service fee payment will be refunded to the cardholder. In no case shall a Service Fee be charged back to Certified without the related Charge also being charged back to the Agency.

M. Agency will reimburse Certified for all chargeback actions or refunds of any kind, including but not limited to those resulting from overpayments, duplicate or misapplied payments or unauthorized charges. In the case of either a refund or Chargeback, where Certified is unable to collect amounts owed by Agency to Certified, Agency agrees to make amounts owed available to Certified in immediately available funds.

N. Certified shall implement policies and procedures to maintain the security of cardholder data that Certified possesses, stores, processes or transmits on behalf of Agency, or to the extent that Certified could impact the security of Agency's cardholder data environment, in accordance with applicable payment card industry security standard (PCI-DSS) requirements.

### 3. AGENCY'S OBLIGATIONS.

A. In addition to this Agreement, Agency hereby agrees to the Merchant Processing Terms & Conditions found at [www.CertifiedPayments.net/tc](http://www.CertifiedPayments.net/tc), as they may be revised from time to time, and further agrees to enter into any and all applicable agreements that are required to perform the Services hereunder, including without limitation any agreements required by Visa, MasterCard, Discover, American Express, the Debit Card Networks, or the applicable sponsor bank. Such Agreements may include but are not limited to documents required by MasterCard, Visa, Discover, American Express, and the Debit Card Networks. Agency agrees to fully comply with the rules, regulations and operating procedures of the various Card Brands, including without limitation with respect to the use of specific Card logos and marks.

B. Prior to Certified's commencement of the Services, Agency will complete in full and sign all necessary paperwork that Certified puts forth.

C. Certified is required to fully adhere to and operate according to the rules, regulations and operating procedures of the Card Brands, the Debit Card Networks, the Bank and any rules and regulations provided by American Express and Discover. Agency agrees to immediately comply with any requests by Certified regarding any Agency conduct that is outside said rules and regulations. Agency's failure to comply with such request by Certified will be grounds for immediate termination of this Agreement.

D. Certified will provide customer support to Agency's customers. In order to provide said support services Agency will include on any statements or materials provided to Agency's customers, Certified information such as Web Address, IVR Telephone Number (if applicable), assigned Bureau Code, Customer Service Phone Number or other information.

E. Agency will not require, as a condition to making an Agency Payment, that a Cardholder agrees in any way to waive such Cardholder's right to dispute the transaction with the Card Issuing Bank for legitimate reasons.

F. Agency agrees that Certified will be the exclusive provider of fee-based electronic payment services and that Agency may not procure similar services from any other party during the Term of this Agreement.

### 4. ADDITIONAL MATTERS

A. Confidentiality. Agency will not disclose to any third party or use for any purpose inconsistent with this Agreement, any confidential or proprietary, non-public information it obtains during the term of this Agreement regarding Certified's business, operations, financial condition, technology, systems, know-how, products, services, suppliers, customers, marketing data, plans and models and personnel. Certified will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential Customer information it receives in connection with its performance of the Services, except that Certified may use personal information provided by Customers to establish and maintain individual user accounts requested to be established by such Customers with Certified.

B. Relationship of Parties. The performance by Certified of its duties and obligations under this Agreement shall be that of an independent contractor and nothing contained in this Agreement shall be deemed to constitute a joint venture or partnership between Certified and Agency.

C. Capacity to Contract. Each party hereby certifies that the person executing this Agreement on its behalf is fully authorized with complete legal capacity and approval to do so.

D. Intellectual Property. In order that Agency may promote the Services and Certified's role in providing the Services, Certified grants to Agency a revocable, non-exclusive, royalty-free license to use Certified's logo and other service marks (the "Certified Marks") for such purpose only. Agency does not have any right, title, license or interest, express or implied, in and to any object code, software, hardware, trademark, service mark, trade name, trade dress, formula, system, know-how, telephone number, telephone line, domain name, URL, copyrighted image, text, script (including, without limitation, any script used by Certified on Certified's website) or other intellectual property right of Certified. All Marks, the System and all rights therein (other than rights expressly granted in this Agreement) and goodwill pertaining thereto belong exclusively to Certified.

E. Force Majeure. Certified is released from liability hereunder for failure to perform any of the obligations herein where such failure to perform occurs by reason of any acts of any other party or third party or any acts of God, fire, flood, storm, earthquake, tidal wave, computer or communications failure, software failure, network problem, sabotage, war, military operation, national emergency, mechanical or electrical breakdown, civil commotion, or the order, requisition, request, or recommendation of any governmental agency or acting governmental authority, Certified's compliance therewith or government proration, regulation, or priority, or any other cause beyond Certified's reasonable control whether similar or dissimilar to such causes.

F. Remedies. Agency's sole remedy in the event of Certified's failure to perform the Services as set forth herein shall be to terminate the arrangement contemplated by this Agreement.

G. Notice. Any notice to be given hereunder shall be in writing and may be effected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

AGENCY:                   Pittsburg County, OK County Clerk  
                                  115 E. Carl Albert Pkwy #103  
                                  McAlester, OK 74501

CERTIFIED PAYMENTS: Certified Payments, a division of Accelerated Card Company, LLC  
                                  Attn: General Counsel  
                                  100 Throckmorton Street, Suite 200  
                                  Fort Worth, TX 76102  
                                  notices@certifiedpayments.net

Service Provider Agreement, continued

H. American Express. Agency warrants that it does not hold third party beneficiary rights to any agreements between Payment Service Provider and American Express and at no time will attempt to enforce any such agreements against American Express.

I. Agency ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO AGENCY FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

J. Term of Arrangement. Unless sooner terminated in accordance with the provisions of this Agreement, this Agreement shall be in effect for three (3) years from the Effective Date of this Agreement ("Term"). Thereafter, the Term will automatically extend for consecutive one (1) year periods, unless either party provides the other with written notice of termination at least sixty (60) days prior to the end of the then-current term.

K. Termination. Certified's performance of this Agreement is subject to the rules and regulations of the Card Brands, the Debit Card Networks, federal, state and local laws or regulations applicable to the Services. Receipt of a written directive from banking regulators, a member bank, Visa, MasterCard or other credit or debit card company or brand to terminate shall be immediate upon such event.

L. Governing Law. In the event a dispute arises between any of the parties to this agreement, all parties hereby agree that such a dispute shall be governed by the laws of the State of Texas

M. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, the rights and obligations of Certified under this Agreement may be provided or fulfilled by, or assigned to, any parent, subsidiary, affiliate, successor entity (by stock or asset purchase or merger) or subcontractor of Certified.

N. Entire Agreement; Modifications. This Agreement, together with the exhibits and schedules hereto constitutes the entire agreement between Certified and Agency with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth herein and therein. This Agreement supersedes all prior negotiations, agreements, and undertakings between the parties with respect to such matter. This Agreement, including the exhibits and schedules hereto may be modified or amended only by an instrument in writing executed by the parties or their permitted assignees.

O. Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, then this Agreement shall be deemed modified to delete any such provision, and the remaining provisions of this Agreement will remain in full force and effect.

P. Conflicts. In the event of a conflict between the provisions explicitly stated in this Agreement and those stated in any document referenced herein, the terms explicitly stated in this Agreement shall control.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on May 16, 2022 (the "Effective Date").

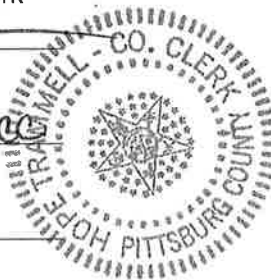
**AGENCY'S ACCEPTANCE:**

AGENCY NAME Pittsburg County, OK County Clerk

By: [Signature]  
Agency Signature

Kevin Smith, Chairman, Board  
Printed Name and Title

5/16/2022  
Date



[Signature]  
Agency Signature - Second Signature (if required)

Hope Trammell, County Clerk  
Printed Name and Title

5/16/2022  
Date

**CERTIFIED'S ACCEPTANCE:**

ACCELERATED CARD COMPANY, LLC d/b/a CERTIFIED PAYMENTS

By: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

# EXHIBIT A SCHEDULE OF FEES Confidential

This Exhibit A to the Service Provider Agreement between Certified and Agency provides as follows:

**1. Schedule of Service Fees.**

Certified and Agency agree to the following provisions:

- A. \_\_\_\_\_% or a minimum of \$ \_\_\_\_\_ shall be the agreed upon Service Fee that the Agency agrees to allow Certified to charge to Customers for tax payments when Customer uses a Credit or Debit Card.
- B. 2.35 % or a minimum of \$ 1.00 shall be the agreed upon Service Fee that the Agency agrees to allow Certified to charge to Customers for non-tax payments when Customer uses a Credit or Debit Card.

The fees charged are subject to change by Certified.

**2. Schedule of Equipment Cost.**

POS Terminal / Equipment	Price	Quantity	Subtotal
Ingenico iPP 320	\$ 230.00		\$
ID Tech USB Card Reader	\$ 55.00	3	\$0.00
Other:	\$		\$
<b>Equipment Total</b>		<b>3</b>	<b>\$0.00</b>

**AGREEMENT (IF NO PAYMENT TYPE IS SELECTED, ACH PAYMENT WILL BE USED)**

**ACH:** Agency hereby authorizes Certified or its designee to automatically withdraw all amounts owed in conjunction with the above Equipment Cost by initiating ACH debit entries from Agency's Bank Account. The authority is to remain in full force and effect until all obligations of Agency have been performed and paid in full or Certified or its designee has received written notification from Agency of its termination in such a manner as to afford Certified or its designee reasonable opportunity to act on it. In the case that any ACH's are not honored by the Agency's Bank Account for any reason, the Agency agrees to make amounts owed available to Certified in immediately available funds.

**Check #:** \_\_\_\_\_  
(ONLY MAKE CHECKS PAYABLE TO CERTIFIED PAYMENTS)

**AGENCY'S ACCEPTANCE:**

**AGENCY NAME:**

By: Hope Trammell May 16, 2022  
Agency Signature Date  
Hope Trammell, Pittsburg County Clerk  
Printed Name and Title

**CERTIFIED'S ACCEPTANCE:**

**ACCELERATED CARD COMPANY, LLC d/b/a CERTIFIED PAYMENTS**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Authorized Representative  
 \_\_\_\_\_  
Printed Name and Title



PITTSBURG County, Oklahoma

LEASE PURCHASE AGREEMENT FOR EQUIPMENT  
O. S. A. & I 120b (2017)

This agreement is made on this 16<sup>TH</sup> day of May, 2022 by and between: the Board of County Commissioners of Pittsburg County, Oklahoma, having authority for Quinton Fire Department, designated throughout this agreement as the Lessee, and Bruckner Truck Sales, Inc. designated throughout this agreement as the Lessor.

**I. Equipment**

Subject to the terms and conditions 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>Quantity</u>	<u>Make/Model Description</u>	<u>Unit Price</u>	<u>Lease Purchase Price</u>
ONE (1)	2023 MACK TRUCK – VIN 1M2MDBAA3PS006801 Oklahoma State Purchasing Contract SW35T	\$ 94,661.00	\$ 99,623.30

**II. Payment of Lease Installments**

In consideration of the agreement by the Lessor to Lease Purchase the Equipment, the Lessee promises to pay to the Lessor, for the Equipment, the sum of \$1,660.39 per month (see enclosed payment schedule) during the term of this agreement or any renewal of the agreement.

**III. Lease Term**

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

**IV. Option to Renew**

The Lessee is hereby granted 4 successive options to renew this lease for additional terms not to exceed one fiscal year each, plus one final option to renew this lease for a period of 10 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 term 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 the Equipment until the final payment is made.

**VI. Option to Purchase**

In the event the Lessee shall have exercised all of its options for renewal of this lease as provided in paragraph IV, above, upon tender of the last lease payment due under the last renewal term, the Lessee shall acquire title to and ownership of the Equipment. In the alternative, the Lessee, at its sole and exclusive option, may purchase the Equipment at any time during the term of this lease or during any renewal term as provided by paragraph IV, above, giving written notice to the Lessor of Lessee's intent to purchase accompanied by a single, final payment of the then remaining balance due (see attached 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, described fully, in the space provided, the manner in which such reduction shall be computed. If additional space is necessary, attach a written schedule of purchase option prices, which shall be incorporated in the terms of this agreement by reference). In the event the Lessee shall exercise any option to purchase the equipment, the Lessor assigns to the Lessee all rights and claims which the Lessor may have or acquire arising under the antitrust laws of the United States or 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 (10) days prior to any change in the insurance required under the terms of this paragraph.

### **XI. Patents**

In the event any suit is instituted against the Lessee which is based upon any claim that any of the Equipment is implicated in an infringement of any provision of United States Patent Law, the Lessor shall, at its own expense, defend such suit against the Lessee; provided, Lessee provides the Lessor with prompt notice of the institution of such suit and permits the Lessor to fully participate in the defense. The Lessee shall also retain the right to participate in such defense and shall, in any event, provide the Lessor with all available information, assistance and authority to enable the Lessor to conduct the defense. No compromise or settlement of such suit resulting in a judgment against the Lessee shall obligate or bind the Lessor unless the Lessor shall have accepted such compromise and settlement. The Lessor shall have the right to enter into negotiations for all effect a compromise or settlement of such patent action, but no such compromise or settlement shall be binding upon Lessee liability arising from any patent suit such as is described above. In the event any of the Equipment shall be held, in any suit, to constitute an infringement of patent law, and its use shall be enjoined, then the Lessor shall at its sole option and 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 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 basic 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 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 and its assigns harmless from all damages to property and injuries and death to persons arising out of the use, possession or transportation of said road machinery or equipment.

### **XV. Entire Agreement of the Parties and Severability**

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

**XVI. Choice of Law**

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

Board of County Commissioners at:  
Pittsburg County

X [Signature], Commissioner

X [Signature], Commissioner

X [Signature], Commissioner

X [Signature]

ATTEST - COUNTY CLERK

For the Lessor:

Bruckner Truck Sales, Inc.

By: [Signature]

Title: Government Sales Coordinator



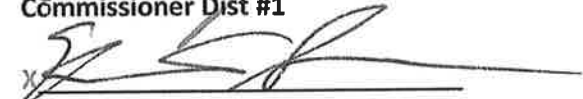
Amortization Schedule						
Date	Description	Total Payment	P&I Payment	Principal Payment	Interest Payment	Principal Balance
May 16, 2022	Beginning Balance					94,661.00
+ Jun 15, 2022	Regular Payment	1,660.39	1,660.39	1,502.63	157.76	93,158.37
+ Jul 15, 2022	Regular Payment	1,660.39	1,660.39	1,505.13	155.26	91,653.24
+ Aug 15, 2022	Regular Payment	1,660.39	1,660.39	1,502.55	157.84	90,150.69
+ Sep 15, 2022	Regular Payment	1,660.39	1,660.39	1,505.14	155.25	88,645.55
+ Oct 15, 2022	Regular Payment	1,660.39	1,660.39	1,512.65	147.74	87,132.90
+ Nov 15, 2022	Regular Payment	1,660.39	1,660.39	1,510.33	150.06	85,622.57
+ Dec 15, 2022	Regular Payment	1,660.39	1,660.39	1,517.69	142.70	84,104.88
<b>+ 2022 Totals</b>		<b>11,622.73</b>	<b>11,622.73</b>	<b>10,556.12</b>	<b>1,066.61</b>	
+ Jan 15, 2023	Regular Payment	1,660.39	1,660.39	1,515.55	144.84	82,589.33
+ Feb 15, 2023	Regular Payment	1,660.39	1,660.39	1,518.16	142.23	81,071.17
+ Mar 15, 2023	Regular Payment	1,660.39	1,660.39	1,534.28	126.11	79,536.89
+ Apr 15, 2023	Regular Payment	1,660.39	1,660.39	1,523.41	136.98	78,013.48
+ May 15, 2023	Regular Payment	1,660.39	1,660.39	1,530.37	130.02	76,483.11
+ Jun 15, 2023	Regular Payment	1,660.39	1,660.39	1,528.67	131.72	74,954.44
+ Jul 15, 2023	Regular Payment	1,660.39	1,660.39	1,535.47	124.92	73,418.97
+ Aug 15, 2023	Regular Payment	1,660.39	1,660.39	1,533.95	126.44	71,885.02
+ Sep 15, 2023	Regular Payment	1,660.39	1,660.39	1,536.59	123.80	70,348.43
+ Oct 15, 2023	Regular Payment	1,660.39	1,660.39	1,543.15	117.24	68,805.28
+ Nov 15, 2023	Regular Payment	1,660.39	1,660.39	1,541.90	118.49	67,263.38
+ Dec 15, 2023	Regular Payment	1,660.39	1,660.39	1,548.29	112.10	65,715.09
<b>+ 2023 Totals</b>		<b>19,924.68</b>	<b>19,924.68</b>	<b>18,389.79</b>	<b>1,534.89</b>	
+ Jan 15, 2024	Regular Payment	1,660.39	1,660.39	1,547.22	113.17	64,167.87
+ Feb 15, 2024	Regular Payment	1,660.39	1,660.39	1,549.88	110.51	62,617.99
+ Mar 15, 2024	Regular Payment	1,660.39	1,660.39	1,559.51	100.88	61,058.48
+ Apr 15, 2024	Regular Payment	1,660.39	1,660.39	1,555.24	105.15	59,503.24
+ May 15, 2024	Regular Payment	1,660.39	1,660.39	1,561.22	99.17	57,942.02
+ Jun 15, 2024	Regular Payment	1,660.39	1,660.39	1,560.61	99.78	56,381.41
+ Jul 15, 2024	Regular Payment	1,660.39	1,660.39	1,566.43	93.96	54,814.98
+ Aug 15, 2024	Regular Payment	1,660.39	1,660.39	1,565.99	94.40	53,248.99
+ Sep 15, 2024	Regular Payment	1,660.39	1,660.39	1,568.69	91.70	51,680.30
+ Oct 15, 2024	Regular Payment	1,660.39	1,660.39	1,574.26	86.13	50,106.04
+ Nov 15, 2024	Regular Payment	1,660.39	1,660.39	1,574.10	86.29	48,531.94
+ Dec 15, 2024	Regular Payment	1,660.39	1,660.39	1,579.51	80.88	46,952.43
<b>+ 2024 Totals</b>		<b>19,924.68</b>	<b>19,924.68</b>	<b>18,762.66</b>	<b>1,162.02</b>	
+ Jan 15, 2025	Regular Payment	1,660.39	1,660.39	1,579.53	80.86	45,372.90
+ Feb 15, 2025	Regular Payment	1,660.39	1,660.39	1,582.25	78.14	43,790.65
+ Mar 15, 2025	Regular Payment	1,660.39	1,660.39	1,592.28	68.11	42,198.37
+ Apr 15, 2025	Regular Payment	1,660.39	1,660.39	1,587.72	72.67	40,610.65
+ May 15, 2025	Regular Payment	1,660.39	1,660.39	1,592.71	67.68	39,017.94
+ Jun 15, 2025	Regular Payment	1,660.39	1,660.39	1,593.20	67.19	37,424.74
+ Jul 15, 2025	Regular Payment	1,660.39	1,660.39	1,598.02	62.37	35,826.72
+ Aug 15, 2025	Regular Payment	1,660.39	1,660.39	1,598.59	61.70	34,228.03
+ Sep 15, 2025	Regular Payment	1,660.39	1,660.39	1,601.45	58.94	32,626.58

+ Oct 15, 2025	Regular Payment	1,660.39	1,660.39	1,606.02	54.37	31,020.56
+ Nov 15, 2025	Regular Payment	1,660.39	1,660.39	1,606.97	53.42	29,413.59
+ Dec 15, 2025	Regular Payment	1,660.39	1,660.39	1,611.37	49.02	27,802.22
<b>+ 2025 Totals</b>		<b>19,924.68</b>	<b>19,924.68</b>	<b>19,150.21</b>	<b>774.47</b>	
+ Jan 15, 2026	Regular Payment	1,660.39	1,660.39	1,617.51	47.88	26,189.71
+ Feb 15, 2026	Regular Payment	1,660.39	1,660.39	1,615.29	45.10	24,574.42
+ Mar 15, 2026	Regular Payment	1,660.39	1,660.39	1,622.17	38.22	22,957.25
+ Apr 15, 2026	Regular Payment	1,660.39	1,660.39	1,620.87	39.52	21,331.38
+ May 15, 2026	Regular Payment	1,660.39	1,660.39	1,624.84	35.55	19,706.54
+ Jun 15, 2026	Regular Payment	1,660.39	1,660.39	1,626.46	33.93	18,080.08
+ Jul 15, 2026	Regular Payment	1,660.39	1,660.39	1,630.26	30.13	16,449.82
+ Aug 15, 2026	Regular Payment	1,660.39	1,660.39	1,632.06	28.33	14,817.76
+ Sep 15, 2026	Regular Payment	1,660.39	1,660.39	1,634.88	25.51	13,182.88
+ Oct 15, 2026	Regular Payment	1,660.39	1,660.39	1,638.42	21.97	11,544.46
+ Nov 15, 2026	Regular Payment	1,660.39	1,660.39	1,640.51	19.88	9,903.95
+ Dec 15, 2026	Regular Payment	1,660.39	1,660.39	1,643.89	16.50	8,260.06
<b>+ 2026 Totals</b>		<b>19,924.68</b>	<b>19,924.68</b>	<b>19,542.16</b>	<b>382.52</b>	
+ Jan 15, 2027	Regular Payment	1,660.39	1,660.39	1,646.17	14.22	6,613.89
+ Feb 15, 2027	Regular Payment	1,660.39	1,660.39	1,649.00	11.39	4,964.89
+ Mar 15, 2027	Regular Payment	1,660.39	1,660.39	1,652.67	7.72	3,312.22
+ Apr 15, 2027	Regular Payment	1,660.39	1,660.39	1,654.69	5.70	1,657.53
+ May 15, 2027	Regular Payment	1,660.29	1,660.29	1,657.53	2.76	
<b>+ 2027 Totals</b>		<b>8,301.85</b>	<b>8,301.85</b>	<b>8,260.06</b>	<b>41.79</b>	
<b>+ Grand Total</b>		<b>99,623.30</b>	<b>99,623.30</b>	<b>94,661.00</b>	<b>4,962.30</b>	

**THIS AMORTIZATION IS ATTACHED TO AND  
BECOMES PART OF THE 120b AS AUTHORIZED  
BY SECTION II (PAYMENT OF LEASE INSTALLMENTS)  
DATED May 16<sup>th</sup>, 2022**

X 

Commissioner Dist #1

X 

Commissioner Dist #2

X 

Commissioner Dist #3

## **OPINION OF COUNSEL**

**AS IN REFERENCE TO LEASE PURCHASE OF EQUIPMENT –**

**2023 MACK TRUCK – VIN 1M2MDBAA3PS006801**

**1 – I approve this Lease as to Form.**

**2 – To my knowledge, there are no suits, proceedings or investigations pending against or affecting Lessee which would have a material adverse effect on the transaction contemplated in the Lease or the ability of the Lessee to perform its obligations under the Lease**

**3 – Purchases by Pittsburg County, Oklahoma, are not subject to state or federal taxes.**

**4 – This Lease/Purchase is authorized through the State of Oklahoma, Office of Management & Enterprise Services, Central Purchasing Division.**

**Signature of Counsel \_\_\_\_\_**

May 16<sup>th</sup>, 2022

Bruckner Truck Sales, Inc.  
Attn: Tex Beal  
5301 W. 60th  
Tulsa, Ok 74107

Subject: Assignment of Lease Agreement

Dear Mr. Beal:

Please accept this letter as Pittsburg County's authorization to assign the Lease/Purchase Agreement for 2023, Mack Truck, VIN: 1M2MDBAA3PS006801 to Security National Bank, 201 West Broadway, Enid, Oklahoma 73702. At This authorization is in accordance with Section XIII, Lease/Purchase Agreement for Equipment, SA&I Form 120b.

Sincerely,

By: X   
Pittsburg County, Dist #1 Commissioner

X   
Pittsburg County, Dist #2 Commissioner

X   
Pittsburg County, Dist #3 Commissioner

**Exemption Certificate, Exempt Government Sales**

**EXEMPTION CERTIFICATE**




For use by States and local government [Section 4221(a)(4) of the Internal Revenue Code]

(Date) May 16<sup>th</sup>, 2022

I hereby certify that we are the County Commissioners for Pittsburg County, State of Oklahoma, that we are authorized to execute this certificate; and that:

the article specified below purchased from **Bruckner Truck Sales, Inc.** is for exclusive use of Pittsburg County, having authority for Quinton Fire Department, State of Oklahoma.

I understand that the exemption from tax in the case of sales of articles under this exemption certificate to a state, etc., is limited to the sale of articles purchased for its exclusive use. I understand that the fraudulent use of this certificate for the purpose of securing this exemption will subject me and all parties making such fraudulent use of this certificate to a fine of not more than \$10,000, or to imprisonment for not more than 5 years, or both, together with costs of prosecution.

County Commissioner Dist #1   
 County Commissioner Dist #2   
 County Commissioner Dist #3 

Description of Vehicle 2023 MACK TRUCK VIN # 1M2MDBAA3PS006801



OVERNIGHT TO:

PITTSBURG COUNTY COURTHOUSE

115 E. CARL ALBERT PARKWAY

McALESTER, OK 74501

ATTN: HOPE TRAMMELL

COUNTY CLERK

(918) 423-6865

**ATTACHED ARE THE FINANCE DOCUMENTS  
FOR THE MACK TRUCK FOR THE QUINTON FIRE DEPARTMENT.**

**THESE DOCUMENTS ARE DATED FOR MAY 16<sup>TH</sup>, 2022. PLEASE  
HAVE THE COMMISSIONERS SIGN ON THAT DAY.**

**THERE ARE TWO COPIES. ONE ORIGINAL WILL BE RETAINED  
BY THE COUNTY CLERK AND THE SECOND ORIGINAL NEEDS TO  
BE RETURNED TO:**

**BRUCKNER TRUCK SALES, Inc.**

**5301 W. 60<sup>TH</sup>**

**TULSA, OK 74107**

**ATTN: TEX BEAL**

**IF ANY QUESTIONS ON THESE DOCUMENTS PLEASE CONTACT:**

**Ken Schmitz**

**Bruckner Truck Sales, Inc.**

**Government Sales Coordinator**

**405-570-6374**

[ken.schmitz1@yahoo.com](mailto:ken.schmitz1@yahoo.com)

# S O U T H E A S T E X P O C E N T E R

4500 West U.S. Highway 270  
McAlester, Oklahoma 74501  
918-423-1338

## FACILITY RENTAL TERMS & CONDITIONS

Use of the Southeast Expo Center, hereinafter referred to as the Southeast Expo Center, Expo Center or Lessor, is subject to the rules and regulations adopted by Pittsburg County and any ordinances and/or permitting required by the City of McAlester, and the conditions stated herein this Agreement and Attachments.

Subject to such conditions, limitations and restrictions, Lessee may have the use of the facilities of the Southeast Expo Center specifically described above, together with such regularly provided heat, water, light, services, and parking as set forth in the current rate schedule on file in the office of the Pittsburg County Board of County Commissioners and the Pittsburg County Clerk, as may be required for the use of said facilities for said purpose. No facility or service not provided for in this Agreement may be used by Lessee.

The Rental Agreement shall have no force or effect whatsoever until it is signed and returned with both rental and security deposits and signed by a member of the expo center administration. All contracts will be promptly reviewed by the Expo Center Manager and the Lessee will be contacted with any concerns, errors or changes. If any changes are needed, the Lessee will be provided a new contract to sign and verify. The Lessee shall covenant and agree that it will perform or abide by each and every rule, regulation, restriction, and/or limitation of this Agreement.

Rates will include utilities needed for event, unless otherwise specified due to nature of event. **Animals will not be permitted in the banquet rooms, unless used by physically impaired individuals.** Items other than audio/visual equipment for meetings and banquets must be pre-approved by manager.

The Lessee shall be responsible for complying with the rules and regulations governing the operations of the premises of the Southeast Expo Center in connection with Lessee's use, and all extra electrical current required for Lessee's use shall be paid and furnished by the Lessee upon approval of the Board of County Commissioners, Pittsburg County.

Pittsburg County will be permitted to photograph and videotape any and all activities held at the Southeast Expo Center exclusively for the promotion and advertisement of the Expo Center and the tourism efforts of Pittsburg County. This media will not be shared with, sold or given to anyone outside the Pittsburg County Board of County Commissioners or expo center staff.

The Lessor shall have the right to enter the leased premises to inspect those premises at all reasonable times without prior notice to Lessee.

### RULES AND REGULATIONS

**LOCATION:** The Southeast Expo Center is located at 4500 West U.S. Highway 270, 3 miles west of McAlester, 1 mile east of the Indian Nation Turnpike.

**RESERVATIONS:** Organizations and individuals interested in renting the Southeast Expo Center may do so by contacting the Board of County Commissioners office at 918-423-1338 or the Expo Center Director at 539-995-0539. Reservations are confirmed using the standard three-year calendar. The reservation calendar will be available for public inspection at all times during regular Expo hours. No date will be removed from the expo calendar availability list until the security deposit set forth by Pittsburg County has been received in the office of the Board of County Commissioners. (If a reservation date is challenged by a group, the first group/client holding the reservation will be notified and deposit will be requested so that the day(s) can remain secure. If the first client declines the request for deposit, the second group/client requesting the day(s) will be required to submit a deposit to secure the date.) **Reservations will be held for ten (10) days without deposit.** If a contract is not executed and returned to the Expo Center with the initial event deposit by the end of the 10<sup>th</sup> day, the reservation for the event will be canceled. Unless otherwise specified in writing and approved by the Chairman of the Board of County Commissioners, the staff of the expo center shall be privileged to schedule other similar events during, before and after the dates of this contract without notice to Lessee.

**EXPO CENTER RATES:** Lessee of the Southeast Expo Center or any portion thereof, shall pay the rental rate and deposit amounts set forth by Pittsburg County. Pittsburg County reserves the right to revised rental rates without notice, but will honor the rental rate that was in effect at the time of reservation. At the expiration of the time of occupancy of an event, the Lessee shall vacate the premises of the contracted facility and return to Southeast Expo Center all equipment and property procured from the Expo Center in a like condition and state of repair as when first occupied/accepted, or risk forfeiting all deposits. Lessee agrees to pay, in full, total rental fee at least 30 days before first scheduled event or risk cancellation. A full day rental period is for eight (8) hours. Setup and tear down are to be completed within the timeframe of your event rental period, unless additional time has been paid per the rental rates.

**CANCELLATION POLICY:** If Lessee wishes to cancel or change the date of an event, a dated, written request must be provided to the Chairman of the Board of County Commissioners. In the event a request is made to change dates, all deposits and payments will be transferred to the new date, once a full contract is signed and prepared. If a Lessee wishes to cancel an event, 100% of security deposit will be returned up to 30 days prior to first date reserved. Upon cancellation by the Lessee, the following fee schedule will apply in regards to initial rental deposits:

90+ days	Full refund of all deposits and payments
89 - 60 days	50% of all deposits non-refundable
59 - 30 days	100% of all deposits non-refundable
Less than 30 days	100% of all deposits and payments, including security deposit, non-refundable.

No refunds will be given when the event is canceled by the Board of County Commissioners, due to the Lessee's non-compliance with terms and conditions.

If the total final payment due is not paid in full 30 days prior to the first date reserved for the event, the event will be subject to cancellation. The Board of County Commissioners reserve the right to refuse use of the leased space unless FULL payment is made.

The Board of County Commissioners, Pittsburg County, reserves the right to cancel any event in the event of a natural disaster or when the center is needed for a public health emergency. In such case, a full refund will be made.

**PLEASE NOTE:** Any lessee who cancels more than two events in a row with less than 30 day notice will be required to pay entire rental fee up front.

**LEASE CONTRACTS:** A copy of the contract will be provided to the Lessee, who must sign the original before the event will be scheduled. The signed contract and reservation deposit made payable to Pittsburg County should be mailed or delivered to: Board of County Commissioners, Pittsburg County, 115 E. Carl Albert Pkwy. Room 100, McAlester, OK 74501. This agreement shall not be let, sublet, assigned, conveyed, mortgaged, pledged, encumbered or otherwise transferred (whether voluntarily or involuntarily) by Lessee without Lessor's written consent. If Lessee is allowed to sublease, assign, convey or otherwise transfer is agreement, with the Lessor's consent, the Lessee shall remain fully liable hereunder.

**SET-UP REQUIREMENTS:** Set-up sheets will be completed by the Lessee and returned with every contract. Changes to setups should be made no later than two weeks (14 days) before an event. Expo staff complete room setup as early as one week before events, when possible. Any event requesting a change in setup, once a room has been completed, will be subject to an additional fee of \$50.00. Any event requiring the use of the Expo stage or dance floor will be charged a \$50.00 setup fee for each item used. Discussion regarding additional requirements and/or related cost for any event must be held with Chairman of the Board of County Commissioners. Any special set-up request must be provided to the office of the Board of County Commissioners, in writing, at least thirty (30) days before the event. In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the expo center either prior to, during or subsequent to the use of the facilities by the Lessee, the Southeast Expo Center, our agents or employees shall not be liable to the Lessee or any other person for the loss, damage or injury to such property.

**PLEASE NOTE:** Pittsburg County will not be responsible for forwarding any packages or mail delivered to the expo center after the conclusion of the event. All items will be returned to sender.

Dirt Events are welcome at the Southeast Expo Center. Dirt installation and removal will be provided by Pittsburg County at an additional cost.

**DECORATIONS:** Lessee shall not do or permit to be done upon Expo Center anything that will tend to mar or in any manner deface the Expo Center. Decorations and/or signage may not be fastened to the walls with hooks, nails, screws or staples. Thumb tacks and scotch or double-sided tape is permitted as long as there is no harsh residue or damage to the walls. Damage or discoloration to the walls may lead to forfeit of deposits. The use of glitter or metallic confetti is prohibited in the facility and/or on the grounds. The use of hay or straw is permitted, as long as floor covering is provided and any excess debris is cleaned up upon removal. No rice, birdseed or similar items shall be thrown in or around the Expo Center. Failure to comply with these rules and regulations will result in immediate forfeit of deposit. Any questions regarding decorations should be addressed with Board of County Commissioners Office at least two (2) weeks prior to event.

**CONCESSIONS:** The Southeast Expo Center, retains all rights to food and beverage concessions in or near the Expo Center. Concessions of any merchandise, including but not limited to programs or souvenirs, either on display or by taking orders, may be sold only after price approval of the Expo Center Manager. No percentage of

receipts on merchandise is required at this time. Please see CATERING/REFRESHMENT SERVICES, if your event requires any catering or banquet type needs.

**KITCHEN FEES:** The prep kitchen may be rented by the Lessee for a fee of \$100.00/day. The Expo Center will provide kitchen utilities only. The Expo Center does NOT provide any cooking or baking materials (including but not limited to pots, pans, bowls, and/or utensils) or cleaning rags or cloths. The kitchen must be cleared of all noticeable trash and debris by lessee or catering provider prior to leaving the building following the event.

**CATERING/REFRESHMENT SERVICES:** The Expo Center does allow the use of outside catering for events. Please notify the Expo Center when filling out your agreement is outside catering will be used. All caterers must abide by Expo Center requirements and policies. Outside caterers are welcome to use the prep kitchen, under the same rules and kitchen fees stated above. For a \$25.00 set up fee, the Expo Center will provide limited refreshments which include tea, coffee, bottled water and donuts at the following rates: Tea, coffee and bottled water at \$1.00 per person; Donuts at \$1.00 per person. Any lessee requiring refreshments services, provided by the Expo Center, must notify the Expo Manager at least two weeks (14 days) prior to the scheduled event.

**COLLECTIONS/DONATIONS:** No collections or donations, whether for charity or otherwise, shall be made at the Expo Center without the prior approval of the Manager.

**CERTIFICATE OF INSURANCE:** Lessee must provide a Certificate of Liability Insurance to the Expo Manager at least two weeks (14 days) prior to occupying the rented facility. Insurance in the amount of \$1,000,000.00 liability and property damage naming Pittsburg County, Southeast Expo Center as Certificate Holder on the Certificate. (A Waiver of Liability may be permitted for private, non-public events upon approval from the ~~Expo Manager~~. Board of County Commissioners)

**LICENSES:** Lessee shall comply with all laws of the United States, the State of Oklahoma, and all ordinances of the City of McAlester. Lessee shall not do, or permit to be done, anything on the premises in violation of any such laws or ordinances. Lessee shall obtain all permits/licenses required by ordinance, rules and regulations and provide a copy to the Expo Manager, no less than thirty (30) days prior to the first day of the event. The sale of alcoholic beverages is prohibited under any circumstances unless specifically approved by the Expo Manager and where a licensed caterer/alcohol service permit and provider is in place. A copy of such license and/or permit will be required at time of rental.

**ADVERTISING:** No licensed event shall be placed on the Expo calendar until the signed agreement, all deposits and set up requirements are received by the Expo Manager. Lessee shall not distribute, circulate, display or permit to be distributed, circulated or displayed, any advertisement material or program promoting events or activities not scheduled at the Expo Center except as is authorized, in writing, by the Expo Manager. The Lessee may display promotional or advertisement material for an event held at the Expo Center as long as no materials displayed damages, injures or mars or in any manner defaces any portion in the facility at the Expo Center. The digital marquee is reserved for events held at the Expo Center. Events wishing to place a message on the marquee must submit, in writing, to be approved by the Expo Manager. The Expo Center reserves all rights to change or modify messages, based on size, space and/or message visibility.

**SECURITY:** Lessee is responsible for furnishing security, if deemed necessary by the Expo Manager, security officer must be CLEET certified. In order to maintain adequate security measures, the Expo Center requires that security be provided for events serving alcohol and the event sponsor/lessee shall be responsible for the costs related to any additional security required for the event. Lessee shall arrange to pay all security directly, at the beginning of the event or sooner. Security will be determined based on size, program and/or nature of event. All alcohol services shall be discontinued 30 minutes prior to the scheduled end of all events. The Expo Center reserves the right to remove or cause to be removed from the premises any objectionable person or persons.

**PLEASE NOTE:** Unless security is provided by the Pittsburgh County Sheriff's Office, officer shall provide a copy of the CLEET certification at time of rental.

**OBSTRUCTIONS:** No portions of sidewalks, entries, vestibules, hall, elevators or way of access to public utilities of the Expo Center shall be obstructed or caused to be obstructed by the Lessee, not shall same be caused or permitted to be used for any purpose other than entering or exiting from the premises. The doors, skylights, stairways, openings that reflect or admit light into any portion of the building, hallways, corridors, passageways, radiators, and house lighting attachments, shall in no way be obstructed by the lessee. A three-foot clearance in front of all exits is required at all times for fire code compliance. No permanent parking is allowed along the front side (south side) of the Expo building. This area is a fire lane and must have complete access for fire department vehicles. Temporary parking is allowed only for a reasonable time, for move in or move out.

**SMOKING:** The Expo Center is a clean air facility. The use of tobacco products is not permitted inside the building, this includes smoking and vaping.

Per State Statute, no smoking is permitted within 25 feet of any public entrance to the facility. Smoking on Expo grounds will be permitted in designated areas only.

**CLEANING:** It is the responsibility of the Lessee to make sure the rented area is clean of all trash, debris and decorations, including streamers and/or confetti. Lessee is **NOT** required to clean bathrooms, take out trash, mop, sweep and vacuum or put away tables and/or chairs. Excessive cleaning by Expo staff may result in forfeiture of security deposits. The Expo Center Manager shall have the sole right to collect and have custody of articles left in the building by persons attending any event held in conjunction with this lease or otherwise. These articles will be held for thirty (30) days and then, upon expiration of thirty (30) days, if not recovered by owner thereof, the articles shall be considered abandoned and disposed of by Expo Center personnel.

**SECURITY DEPOSIT:** A security deposit will be required when booking an event at the Expo Center. Security deposits are separate payments from the initial rental deposit and remaining balances. Security deposits are required for all rentals and will be fully refunded without facility damage or violations to contract. SECURITY DEPOSIT WILL NOT BE RETURNED IF EXCESSIVE CLEANING IS NECESSARY AFTER AN EVENT. The following is a fee schedule for security deposits:

Expo Hall/Entire Building	\$500.00
Downstairs Room 100	\$100.00
Downstairs Room 103	\$300.00
Upstairs Rooms	\$50.00/room
Alcohol Deposit (all rooms)	\$200.00

**INITIAL DEPOSIT:** An initial rental deposit is required to reserve a room or date, 50% of the total rental rate is required at the time the contract is signed. Remaining balance is to be paid within 30 days before first scheduled date. No event will be held, or date removed from availability until the full deposits are made.

**OBLIGATIONS OF LESSOR:** Lessor shall be responsible for:

- Opening of facilities at the beginning of each use covered by this agreement and to secure the facility at the end of each such use.
- Providing at least one staff member to be present during all events.
- Providing all standard utility services, including trash, electricity, water and sewer.
- Providing maintenance personnel to make emergency repairs in the event of facility malfunction.
- Providing ordinary and usual maintenance to the facilities.
- Any additional costs for items/services added to final invoice in accordance with current rates.

**RENTAL COLLECTION:** If for any reason rental is not paid as stipulated above, it is agreed that any box office receipts in the possession of Southeast Expo Center, or the lessee's designated ticket agent will be immediately applied to the payment of said rent and lessee waives all rights to that portion of the box office receipts necessary to pay said rental. Lessee shall furnish Pittsburg County and the Expo Center, a true and accurate copy of the ticket printer's manifest before the event. In all cases, Pittsburg County and the Expo Center shall require that a properly executed contract be in effect and the prescribed rental and security deposits be paid in full before authorizing a ticket sale to commence. Pittsburg County and the Expo Center shall further have the right to count all unsold tickets after each performance. Lessee shall furnish a box office statement after each event. In the event suit or action is instituted, Pittsburg County and the Expo Center shall be entitled, in addition to the costs and disbursement provided by statute, to such additional sums as the court may adjudge reasonable for attorney's fees to be allowed in said suit or action.

**PLEASE NOTE: THERE WILL BE A 2.35% or \$1.00 SURCHARGE (WHICHEVER IS HIGHER) ADDED TO CREDIT CARD PAYMENTS**

No meetings, parties, etc. will be allowed to take place if rental is not paid in full. **WARNING: IF YOU SHOW UP THE DAY OF YOUR EVENT AND THE RENTAL HAS NOT BEEN PAID PRIOR TO, YOU WILL NOT BE ALLOWED TO HOLD YOUR EVENT.**

**WAIVER OF RENTAL FEES:** Pittsburg County will not waive any rental fees to any organizations. Pittsburg County will consider partnering with organizations for educational and economic development projects, if the project is open to the residents of Pittsburg County and no fee is charged to the residents of Pittsburg County. Any request for partnering must be made to Pittsburg County.

#### **ACKNOWLEDGMENT & AUTHORIZATION**

I have read and agree to abide by this Agreement and accompanying rules and regulations as set forth by Pittsburg County. I further agree that it is my responsibility to inquire with the City of McAlester regarding ordinances or permits pertaining to the City of McAlester.

\_\_\_\_\_  
LESSEE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
EXPO ADMINISTRATION

\_\_\_\_\_  
DATE



# RENTAL AGREEMENT

LESSEE NAME	TIME & DATE OF EVENT	RENTAL #
LESSEE ADDRESS	EST. ATTENDANCE	<input type="checkbox"/> SECURITY DEPOSIT
CITY	STATE	ZIP
PHONE#	EVENT DESCRIPTION	<input type="checkbox"/> INITIAL PAYMENT
		<input type="checkbox"/> FINAL PAYMENT

## ROOM RENTAL

ROOM	HOURLY RATE	DAILY RATE	ADDITIONAL DAYS	# OF DAYS	SETUP	TOTAL
ENTIRE BUILDING	N/A	\$2,500.00	\$2,000.00		\$200.00	
EXPO HALL	H/A	\$1,500.00	\$1,000.00		\$200.00	
ROOM 101	\$50.00	\$350.00	N/A	N/A	\$50.00	
ROOM 103	\$100.00	\$500.00	N/A	N/A	\$100.00	
ROOM 205	\$40.00	\$200.00	N/A	N/A	\$50.00	
ROOM 207	\$40.00	\$200.00	N/A	N/A	\$50.00	
ROOM 209	\$40.00	\$200.00	N/A	N/A	\$50.00	
MEZZANINE	\$50.00	\$350.00	N/A	N/A	\$50.00	
KITCHEN	N/A	\$100.00	N/A	N/A	N/A	
EXPO GROUNDS	N/A				N/A	

## EXPO GROUNDS RENTAL PRICES VARY DEPENDING ON USE.

SECURITY DEPOSIT		ADDITIONAL SERVICES	
ROOM	AMOUNT	QUANTITY	PRICE/EA
ALCOHOL	\$200.00		\$1.25
ENTIRE BUILDING	\$500.00		\$0.25
EXPO HALL	\$500.00		\$1.00
ROOM 101	\$100.00		\$1.00
ROOM 103	\$300.00		\$25.00
ROOM 205	\$50.00		
ROOM 207	\$50.00		
ROOM 209	\$50.00		
MEZZANINE	\$100.00		
TOTAL SECURITY DEPOSIT		TOTAL ADDITIONAL SERVICES	
		TOTAL RENTAL BREAKDOWN	
		ROOM RENTAL	\$
		ADDITIONAL SERVICES	\$
		TOTAL RENTAL	\$
		SECURITY DEPOSIT	\$
		INITIAL PAYMENT	\$
		FINAL PAYMENT	\$

INITIAL PAYMENT AMOUNT EQUALS 50% OF TOTAL RENTAL + 100% SECURITY DEPOSIT

## ACKNOWLEDGMENTS

<p>I acknowledge that I am responsible for providing a CLEET certified officer for any event where alcohol will be served. I, further, understand I am required to provide Pittsburg County with a copy of said officer's CLEET certification.</p> <p>I acknowledge that I have received a copy of the terms and conditions for the rental of county property at the Southeast Expo Center and further acknowledge that I have read and understand said terms and conditions.</p> <p>I understand that full payment must be made within 30 days of rental. I further understand that my event will not be permitted to take place is payment is not received in full prior to the event.</p> <p>I acknowledge it is my responsibility to provide Pittsburg County with proof of liability insurance for any public event I hold at the Southeast Expo Center.</p> <p>I acknowledge it is my responsibility to provide Pittsburg County with copies of licenses/permits for any public event I hold at the Southeast Expo Center as may be required by the City of McAlester or the State of Oklahoma.</p>	<p>I acknowledge that I am responsible for providing a CLEET certified officer for any event where alcohol will be served. I, further, understand I am required to provide Pittsburg County with a copy of said officer's CLEET certification.</p> <p>I acknowledge that I have received a copy of the terms and conditions for the rental of county property at the Southeast Expo Center and further acknowledge that I have read and understand said terms and conditions.</p> <p>I understand that full payment must be made within 30 days of rental. I further understand that my event will not be permitted to take place is payment is not received in full prior to the event.</p> <p>I acknowledge it is my responsibility to provide Pittsburg County with proof of liability insurance for any public event I hold at the Southeast Expo Center.</p> <p>I acknowledge it is my responsibility to provide Pittsburg County with copies of licenses/permits for any public event I hold at the Southeast Expo Center as may be required by the City of McAlester or the State of Oklahoma.</p>
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Signature of Lessee

Signature of County Representative

## PAYMENT INFORMATION

PAYMENT INFORMATION	
SECURITY DEPOSIT	INITIAL PAYMENT
RECEIPT NO.	FINAL PAYMENT
PAYMENT AMOUNT	
TYPE OF PAYMENT	
PAYMENT DATE	
PAYMENT RECEIVED BY	

CREDIT CARDS WILL BE ACCEPTED WITH A 2.5% OR \$1.00 SURCHARGE WHICHEVER IS LARGER.  
 PAYMENTS MAY BE MAILED TO PITTSBURG COUNTY BOCC, 115 E. CARL ALBERT PKWY ROOM 100, MCALESTER, OK 74501

WHITE - BOCC

YELLOW - LESSEE

PINK - EXPO

GOLD - FACILITIES

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, STATE OF OKLAHOMA

PETITION

COMES NOW, the undersigned, all being free holders residing in Pittsburg County, State of Oklahoma and residing within the area of the requested relief, hereby Petition to the Board of County Commissioners for Pittsburg County, for the following relief:

- 365
1. This Petition is made pursuant to 69 Okla. State Ann. §646(A)(1 - 5) et seq.
  2. That this Petition is requesting that the Board of County Commissioners to establish and open a public road along the Eastern side of the section line road separating Sections 31 and 32, Township 07 North, Range 14 East.
  3. That there is presently a county road that traverses down the \_\_\_\_\_ of the section line separating Sections \_\_\_\_\_ and \_\_\_\_\_, Township \_\_\_\_\_ North, Range \_\_\_\_\_ East.
  4. In support of which your petitioners represent and show that there is (is not) a public necessity for such road, and that the undersigned constitute resident freeholders of said Township 07 North, Range 14 East, Pittsburg County, Oklahoma.

WHEREFORE, premises considered, the petitioners hereby pray this Honorable Board of County Commissioners accept this Petition and open/close the section line road as set forth in this Petition.

Dated this 12 day of MAY, 20 22

Property Owner:

Description of Property Owned:

Cyrl Wayne Pierce  
Larry P. Cox  
Donna Manning  
Kenneth D. Pierce

P.O. Box 1021  
Xenia OKla, 74553  
8372 Udon Rd Indianola Ok.  
106 W. Polk Ave, McAlester, Ok  
64 Reynolds Rd Hartshorne

OK  
74547

PETITION - PAGE 2

~~Rachel Canterbury / 15009~~

Virgi Lott

Wes L. Varnway

Janner Mcneels

Stu Botter

Wesley Hanz

Leshi D. Duck

J. M. Lott

7888 Tannehill Rd McAlester  
OK 74501

Krebs 100 SW 6th

3200 ULAN Rd McA

6490 West 1st PAD McAlester OK 74507

1951 Lott Bottom Rd  
McAlester OK  
74501

336 Maxwell Loop Rd McAlester, OK 74504

251 Shag rock Road

1490 Lott Bottom Rd McAlester  
OK 74501

Frank Shubert  
 Donna Rice  
 Karen McCoy  
 Amanda Crawley  
 J J Rocky  
 Dennis Shields  
 Paul Turner  
 Ronald Liero  
 Paul Turner

241-VIEUX RD TULSA OK  
 12688 W 270, McAlester OK  
 128 South Apple Rd McAlester OK 74501  
 29 Cecelia RD McAlester OK 74501  
 316 CABINESS RD McAlester OK 74501  
 1315 Harpers Valley RD Kiowa OK 74553  
 415 OYAMA Kiowa OK  
 1863 OHARD Kiowa OK 74553  
 220 Shug Fisher LN McAlester OK 74501

## PUBLIC HEARING NOTICE

The purpose of the public hearing is to enable comments on the opening of a section line, located as follows:

The South 230 feet of the North 1980 feet along the section line separating Section 31, Township 7 North, Range 14 East and Section 32, Township 7 North, Range 14 East, Pittsburg County, Oklahoma

The public hearing will provide a clear explanation of the probable impacts on the community and residents. More specific details will be provided at the public hearing which will be held in the Pittsburg County Commissioners Conference Room, Pittsburg County Courthouse, 115 E. Carl Albert Parkway, McAlester, Oklahoma, during a regular meeting of the Pittsburg County Commissioners on June 13, 2022 at 10:00 A.M.

Dated this 16<sup>th</sup> day of May, 2022

Certified by

  
Ross Selman, District 3 Commissioner

PURSUANT TO THE LEGAL NOTICE AS IS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT INCLUDING THE POSTING OF NOTICE AND AGENDA AS IS REQUIRED BY THE TERMS THEREOF, THE BOARD OF COUNTY COMMISSIONERS OF PITTSBURG COUNTY, OKLAHOMA (THE "COUNTY") MET IN REGULAR SESSION AT THE COUNTY COURTHOUSE IN MCALESTER, OKLAHOMA, ON THE 16<sup>TH</sup> DAY OF MAY, 2022, AT 9:00 O'CLOCK A.M.

PRESENT: *Ross Selman, Kevin Smith, Charlie Rogers*

ABSENT: *None.*

(OTHER PROCEEDINGS)

Thereupon, the following resolution was introduced and caused to be read by the Clerk. Commissioner *Rogers* moved passage of the Resolution and Commissioner *Selman* seconded the motion. The motion carrying with it the approval of said Resolution was approved by the following vote:

AYE: *Ross Selman, Kevin Smith, Charlie Rogers*

NAY: *None.*

The Resolution so approved is as follows:

RESOLUTION NO. 22-241

A RESOLUTION APPROVING ACTION TAKEN BY THE PITTSBURG COUNTY PUBLIC WORKS AUTHORITY TO INCUR AN INDEBTEDNESS BY SECURING A LOAN IN THE AMOUNT OF \$495,000 (IN ADDITION TO A LOAN IN THE AMOUNT OF \$836,000 PREVIOUSLY AUTHORIZED), FROM THE UNITED STATES OF AMERICA, ACTING THROUGH RURAL UTILITIES SERVICE, FORMERLY KNCWN AS FARMERS HOME ADMINISTRATION ("THE GOVERNMENT") FOR THE PURPOSE OF FINANCING IMPROVEMENTS TO THE WATER SYSTEM; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PITTSBURG COUNTY, OKLAHOMA:

SECTION 1. The Pittsburg County Public Works Authority (the "Authority") is hereby authorized to incur an indebtedness by issuing its Promissory Note in the amount of \$495,000 (in addition to the Promissory Note in the amount of \$836,000 previously authorized, to The United States of America, acting through Rural Utilities Service, formerly known as Farmers Home Administration (the "Government"), with said Promissory Note to be repaid over a period of forty (40) years. The above-referenced Promissory Note shall be referred to as the "Government Notes" and the same shall bear interest at an interest rate per annum to be set by the Government, with the

proceeds of said Government Notes to be used to finance additions and improvements to the water system operated by the Authority.

SECTION 2. The Chairman or Vice Chairman and County Clerk or Assistant County Clerk of the Board of County Commissioners are authorized and directed on behalf of the County to execute and deliver any and all documents or certificates necessary or incident to the creation of the indebtedness evidenced by the Government Notes or to the consummation of the transaction contemplated herein and said parties are further authorized to approve and make changes to the documents approved by this Resolution for and on behalf of the County, the execution and delivery of such documents being conclusive as to the approval of any changes contained therein by the County.

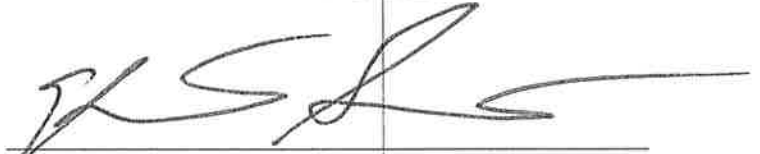
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PASSED AND APPROVED THIS 16<sup>TH</sup> DAY OF MAY, 2022.

BOARD OF COUNTY COMMISSIONERS,  
PITTSBURG COUNTY, STATE OF OKLAHOMA

(SEAL)

ATTEST:



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Chairman

  
County Clerk





RESOLUTION  
22-242

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, May 16, 2022.

WHEREAS, the following individual wishes to make a donation to the Pittsburg County Animal Shelter Donation Account:

Fay Jones - \$165.00


WHEREAS, the Board of County Commissioners accepts this donation on behalf of the Pittsburg County Animal Shelter, to be deposited into the Pittsburg County Animal Shelter Donation account (1235-1-8020-2202), to be used for items that cannot be purchased with county funds.

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

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN



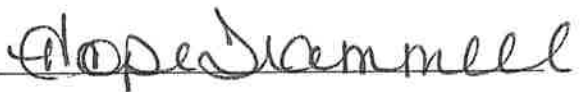
MEMBER



MEMBER



COUNTY CLERK





RESOLUTION

NO. 22-243

The Board of County Commissioners, Pittsburg County, Met in regular session  
Monday, MAY 16, 2022

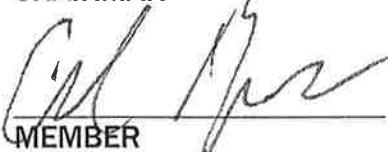
**WHEREAS**, the **SHERIFF DEPT.** wishes to cancel the following Purchase Order

7443 dated March 3, 2022 in the amount of \$600.00 for lodging at ACCO  
Conference. 3/30/22 - 4/1/22

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

**THEREFORE, BE IT RESOLVED**, Pittsburg County Commissioners do hereby cancel  
Purchase Orders 7443 for Fiscal Year 2021-2022.

  
CHAIRMAN

  
MEMBER

  
MEMBER



ATTEST:

  
COUNTY CLERK