

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

**FILED**

DATE: MAY 31, 2022

MAY 27 2022

TIME: 9:00 A.M.

TIME 8:04 AM  
HOPE TRAMMELL, COUNTY CLERK  
PITTSBURG COUNTY  
BY \_\_\_\_\_ DEPUTY

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

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

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

1. CALL MEETING TO ORDER

2. ROLL CALL:

KEVIN SMITH	-	CHAIRMAN
CHARLIE ROGERS	-	VICE-CHAIRMAN
ROSS SELMAN	-	MEMBER

3. APPROVAL OF AGENDA

4. APPROVE/DISAPPROVE MEETING MINUTES

A. Regular Meeting Minutes from May 23, 2022

5. RECOGNITION OF GUESTS/PUBLIC COMMENTS

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

6. OFFICIALS - DEPARTMENT REPORTS

A. EXPO

i. Director's Report for May

B. TREASURER

- i. Letter to remove and appoint receiving officer
- ii. Letter acknowledging First and Second Deputies, approval requested

C. BOARD OF COUNTY COMMISSIONERS

- i. Southeastern Oklahoma Library System Revised Budget FY22
- ii. Southeastern Oklahoma Library System Budget FY23

7. FISCAL TRANSACTIONS

A. CLAIMS AND PURCHASE ORDERS

B. TRANSFERS

C. OFFICIAL'S MONTHLY REPORTS

D. BLANKET PURCHASE ORDERS

E. FUEL BIDS

F. PAYROLL

8. UNFINISHED BUSINESS

None.

9. AGENDA ITEMS

- A. Approve/Disapprove Inter-local Agreement between Pittsburg County District 3 and Terry Johnson
- B. Approve/Disapprove Pay Application No. 4 to Sunrise Construction, LLC for the waterline relocation on the Swinging Bridge Project - District 2
- C. Approve/Disapprove Renewal Addendum between Pittsburg County and Blue Cross and Blue Shield of Oklahoma through NFP Corporate Service (OK), LLC for health insurance plan for Fiscal Year 2022-2023
- D. Approve/Disapprove Section 125 Flexible Spending Plan between Pittsburg County and American Fidelity Assurance Company for Fiscal Year 2022-2023
- E. Approve/Disapprove Cooperative Service Agreement between Pittsburg County and United States Department of Agriculture, Animal and Plant Health Inspection Service (APHIS), Wildlife Service (W/S) for Fiscal Year 2022-2023
- F. Approve/Disapprove Detention Services Agreement between Pittsburg County and ROCMND Area Youth Services, Inc. for juvenile detention services at the Craig County Detention Center for Fiscal Year 2022-2023
- G. Resolution 22-250 to Remove from Inventory - Sheriff
- H. Resolution 22-251 to Advertise for Numerous Employment Opportunities within Pittsburg County offices
- I. Resolution 22-252 Authorizing Application for Choctaw Development Funds for Rural Water District #5
- J. Resolution 22-253 to Cancel Purchase Order - Sheriff
- K. Resolution 22-254 to Cancel Purchase Orders - Emergency Management
- L. Resolution 22-255 to Cancel Purchase Order - CARES
- M. Resolution 22-256 to Cancel Purchase Orders - Asphalt Plant
- N. Resolution 22-257 to Cancel Purchase Orders - Animal Shelter
- O. Resolution 22-258 to Cancel Purchase Order - BOCC
- P. Resolution 22-259 to Cancel Purchase Orders - District 1
- Q. Resolution 22-260 to Cancel Purchase Orders - District 2
- R. Resolution 22-261 to Cancel Purchase Orders - District 3
- S. Resolution 22-262 to Cancel Purchase Orders - Expo Center
- T. Resolution 22-263 to Cancel Purchase Orders - ARPA

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. 22-029, Riverside Midstream Water Resources, LLC for Calyx Energy III, LLC (temporary water line) - District 3
- B. 22-030, Waterbridge Arkoma Operating, LLC - 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 31, 2022  
MEETING MINUTES**

**The Board of County Commissioners, Pittsburg County, met in regular session on May 31, 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 8:04 A.M., May 27, 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	Absent
Ross Selman	Present

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

AYE: Kevin Smith  
Ross Selman

NAY: None.

Motion Passed.

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

**A. REGULAR MEETING MINUTES FROM MAY 23, 2022:** The minutes from the previous meeting, May 23, 2022 regular meeting were read. Smith made a motion to approve the minutes; seconded by Selman.

AYE: Kevin Smith  
Ross Selman

NAY: None.

Motion Passed.

**5. RECOGNITION OF GUESTS/PUBLIC COMMENTS:** None.

**6. OFFICIALS – DEPARTMENT REPORTS:**

**A. EXPO:**

**1. DIRECTORS REPORT FOR MAY:** None.

**B. TREASURER:**

**i. LETTER TO REMOVE AND APPOINT RECEIVING OFFICER:** Smith read a letter from Jennifer Lenox-Hackler changing receiving officers for the Treasurer's Office.

**ii. LETTER ACKNOWLEDGING FIRST AND SECOND DEPUTIES, APPROVAL REQUESTED:** Smith read a letter acknowledging the Treasurer's Office first and second deputies.

**C. BOARD OF COUNTY COMMISSIONERS:**

**i. SOUTHEASTERN OKLAHOMA LIBRARY SYSTEM REVISED BUDGET FY22:** Smith stated that the revised budget is in the amount of \$6,392,501.00.

**ii. SOUTHEASTERN OKLAHOMA LIBRARY SYSTEM BUDGET FY23:** Smith stated that the budget is in the amount of \$8,456,179.00.

**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  
Ross Selman

NAY: None.

Motion Passed.

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

AYE: Kevin Smith  
 Ross Selman

NAY: None.

Motion Passed.

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

**D. BLANKET PURCHASE ORDERS:**

DEPT	PO	AMOUNT	VENDOR
Building Maintenance	10364	\$ 550.00	H2O Depot
Building Maintenance	10365	\$ 400.00	Cintas
Sheriff	10366	\$10,000.00	Comdata
Jail	10367	\$ 2,500.00	Comdata
District Attorney	10368	\$ 100.00	H2O Depot
District Attorney	10369	\$ 1,000.00	Comdata
District Attorney	10370	\$ 50.00	OTA Pikepass
Emergency Mgmt	10371	\$ 2,000.00	Comdata
Emergency Mgmt	10372	\$ 40.00	OTA Pikepass
Emergency Mgmt	10373	\$ 300.00	Cintas 1 <sup>st</sup> Aid
Emergency Mgmt	10374	\$ 500.00	Staples
Emergency Mgmt	10375	\$ 212.00	Prokill
Emergency Mgmt	10376	\$ 1,500.00	Atwood's
Emergency Mgmt	10377	\$ 1,500.00	Lowes
Blanco Fire Dept	10378	\$ 1,000.00	Comdata
Alderson Fire Dept	10379	\$ 1,000.00	Comdata
High Hill Fire Dept	10380	\$ 1,000.00	Comdata
Highway 9 Fire Dept	10381	\$ 1,000.00	Comdata
Tannehill Fire Dept	10382	\$ 1,000.00	Comdata
Fire Fighter's Assoc	10383	\$ 216.00	Prokill
Sheriff	10384	\$ 500.00	The Bank N.A.
Sheriff	10385	\$ 200.00	Staples
Sheriff	10386	\$ 200.00	Walmart
Sheriff	10387	\$ 200.00	Walmart

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<b>DEPT</b>	<b>PO</b>	<b>AMOUNT</b>	<b>VENDOR</b>
Blanco Fire Dept	10388	\$ 500.00	Kiamichi Automotive
Jail	10389	\$ 500.00	Caring Hands
Jail	10390	\$ 300.00	Holman's Fast Lube
Jail	10391	\$ 300.00	Locke Supply
Jail	10392	\$ 300.00	Walmart
Sheriff	10393	\$ 600.00	Pepsi Cola
Visual Inspection	10404	\$ 600.00	Comdata
District #2	10395	\$ 2,000.00	Cintas
District #1	10396	\$ 200.00	Lindley's Grocery
District #2	10398	\$ 300.00	H2O Depot
District #2	10399	\$ 200.00	Unifirst
District #1	10400	\$ 1,500.00	Cintas
District #1	10401	\$ 1,000.00	Rinker's Automotive
District #2	10402	\$ 1,500.00	Kiamichi Automotive
District #2	10403	\$ 1,500.00	Rinker's Automotive

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

AYE: Kevin Smith  
 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>	4.2800	4.2700	4.2700	2.5900
<b>HOOTEN</b>	4.48984	4.44224	4.44594	No Bid
<b>HOPKINS</b>	4.2900	4.3400	4.3400	2.5900

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

AYE: Kevin Smith  
Ross Selman

NAY: None.

Motion Passed.

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

AYE: Kevin Smith  
Ross Selman

NAY: None.

Motion Passed.

**8. UNFINISHED BUSINESS:** None.

**9. AGENDA ITEMS:**

**A. APPROVE/DISAPPROVE INTER-LOCAL AGREEMENT BETWEEN PITTSBURG COUNTY DISTRICT 3 AND TERRY JOHNSON:** Smith read thee inter-local agreement. Smith stated that it is for material for the expo facility. Smith made a motion to approve the inter-local agreement; seconded by Selman.

AYE: Kevin Smith  
Ross Selman

NAY: None.

Motion Passed.



**B. APPROVE/DISAPPROVE PAY APPLICATION NO. 4 TO SUNRISE CONSTRUCTION, LLLC FR THE WATERLINE RELOCATION ON THE SWINGING BRIDGE PROJECT – DISTRICT 2:** Smith stated that the payment application is in the amount of \$12,250.00. Smith made a motion to approve the pay application; seconded by Selman.

AYE: Kevin Smith  
Ross Selman

NAY: None.

Motion Passed.

**C. APPROVE/DISAPPROVE RENEWAL ADDENDUM BETWEEN PITTSBURG COUNTY AND BLUE CROSS BLUE SHIELD OF OKLAHOMA THROUGH NFP CORPORATE SERVICES (OK), LLC FOR HEALTH INSURANCE PLAN FOR FISCAL YEAR 2022-2023:** Smith explained the renewal with the only change is an increase of \$5.31 per employee. Smith made a motion to approve the renewal addendum; seconded by Selman.

AYE: Kevin Smith  
Ross Selman

NAY: None.

Motion Passed.

**D. APPROVE/DISAPPROVE SECTION 125 FLEXIBLE SPENDING PLAN BETWEEN PITTSBURG COUNTY AND AMERICAN FIDELITY ASSURANCE COMPANY FOR FISCAL YEAR 2022-2023:** Smith made a motion to approve the 125 flexible spending plan; seconded by Selman.

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AYE: Kevin Smith  
Charlie Rogers  
Ross Selman

NAY: None.

Motion Passed.

**E. APPROVE/DISAPPROVE COOPERATIVE SERVICE AGREEMENT BETWEEN PITTSBURG COUNTY AND UNITED STATES DEPARTMENT OF AGRICULTURE, ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS), WILDLIFE SERVICE (WS) FOR FISCAL YEAR 2022-2023:** Smith stated that the agreement is in the amount of \$2,400.00. Smith made a motion to approve the agreement; seconded by Selman.

AYE: Kevin Smith  
Ross Selman

NAY: None.

Motion Passed.

**F. APPROVE/DISAPPROVE DETENTION SERVICES AGREEMENT BETWEEN PITTSBURG COUNTY AND ROCMND AREA YOUTH SERVICES, INC FOR JUVENILE DETENTION SERVICES AT THE CRAIG COUNTY DETENTION CENTER FOR FISCAL YEAR 2022-2023:** Smith stated that the agreement is for \$25.00 a day per child. Smith made a motion to approve the detention services agreement; seconded by Selman.

AYE: Kevin Smith  
Ross Selman

NAY: None.

Motion Passed.

**G. RESOLUTION 22-250 TO REMOVE INVENTORY - SHERIFF:** Smith read the resolution. Smith explained that the K-9 Nico was placed on inventory insurance purposes for use by the county as long as the handler was employed by the county. Smith made a motion to remove the k-9 from inventory; seconded by Selman.

AYE: Kevin Smith  
Ross Selman

NAY: None.

Motion Passed.

**H. RESOLUTION 22-251 TO ADVERTISE FOR NUMEROUS EMPLOYMENT OPPORTUNITIES WITHIN PITTSBURG COUNTY OFFICES:** Smith read the resolution. Smith made a motion to approve the resolution; seconded by Selman.

AYE: Kevin Smith  
Ross Selman

NAY: None.

Motion Passed.

**I. RESOLUTION 22-252 AUTHORIZING APPLICATION FOR CHOCTAW DEVELOPMENT FUNDS FOR RURAL WATER DISTRICT #5:** Smith explained the resolution. Smith made a motion to approve the resolution; seconded by Selman.

AYE: Kevin Smith  
Ross Selman

NAY: None.

Motion Passed.

**J. RESOLUTION 22-263 TO CANCEL PURCHASE ORDER - SHERIFF:** Smith read the resolution stating purchase order 6243. Selman made a motion to approve the resolution; seconded by Smith.

AYE: Kevin Smith  
Ross Selman

NAY: None.

Motion Passed.

**K. RESOLUTION 22-254 TO CANCEL PURCHASE ORDERS – EMERGENCY MANAGEMENT:** Smith read the resolution stating purchase orders 56, 57, 53, 1664, 4616 and 4619. Selman made a motion to cancel the purchase orders; seconded by Smith.

AYE: Kevin Smith  
Ross Selman

NAY: None.

Motion Passed.

**L. RESOLUTION 22-255 TO CANCEL PURCHASE ORDER – CARES:** Smith read the resolution stating purchase order 3469. Selman made a motion to cancel the purchase order; seconded by Smith.

AYE: Kevin Smith  
Ross Selman

NAY: None.

Motion Passed.

**M. RESOLUTION 22-256 TO CANCEL PURCHASE ORDERS – ASPHALT PLANT:** Smith read the resolution stating purchase orders 1239, 6127 and 7947. Selman made a motion to cancel the purchase orders; seconded by Smith.

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AYE: Kevin Smith  
Ross Selman

NAY: None.

Motion Passed.

**N. RESOLUTION 22-257 TO CANCEL PURCHASE ORDERS – ANIMAL SHELTER:** Smith read the resolution stating purchase orders 7445 and 9417. Selman made a motion to cancel the purchase orders; seconded by Smith.

AYE: Kevin Smith  
Ross Selman

NAY: None.

Motion Passed.

**O. RESOLUTION 22-258 TO CANCEL PURCHASE ORDER – BOCC:** Smith read the resolution stating purchase order 7430. Smith made a motion to cancel the purchase order; seconded by Selman.

AYE: Kevin Smith  
Ross Selman

NAY: None.

Motion Passed.

**P. RESOLUTION 22-259 TO CANCEL PURCHASE ORDERS – DISTRICT 1:** Smith read the resolution stating purchase orders 116, 940, 2046, 2846, 4332, 5305, 5462, 5546, 5549 and 6654. Selman made a motion to cancel the purchase order; seconded by Smith.

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AYE: Kevin Smith  
Ross Selman

NAY: None.

Motion Passed.

**Q. RESOLUTION 22-260 TO CANCEL PURCHASE ORDERS – DISTRICT 2:** Smith read the resolution stating purchase orders 142, 946, 1924, 2050, 2154, 3140, 3419, 3892, 3896, 3912, 4322, 4331, 4993, 5616, 6116, 6475 and 6952. Selman made a motion to cancel the purchase order; seconded by Smith.

AYE: Kevin Smith  
Ross Selman

NAY: None.

Motion Passed.

**R. RESOLUTION 22-261 TO CANCEL PURCHASE ORDERS – DISTRICT 3:** Smith read the resolution stating purchase orders 255, 1189, 1446, 1580, 4334, 5099 5485, 5566 5675, 7517 7678 7679 and 7680. Selman made a motion to cancel the purchase order; seconded by Smith.

AYE: Kevin Smith  
Ross Selman

NAY: None.

Motion Passed.

**S. RESOLUTION 22-262 TO CANCEL PURCHASE ORDERS – EXPO CENTER:** Smith read the resolution stating purchase orders 2102, 4130, 5126, 6830 and 6984. Smith made a motion to cancel the purchase order; seconded by Selman.

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AYE: Kevin Smith  
Ross Selman

NAY: None.

Motion Passed.

**T. RESOLUTION 22-263 TO CANCEL PURCHASE ORDERS – ARPA:** Smith read the resolution stating purchase orders 1205 and 8002. Selman made a motion to cancel the purchase order; seconded by Smith.

AYE: Kevin Smith  
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. 22-029, RIVERSIDE MIDSTREAM WATER RESOURCES, LLC FOR CALYX ENERGY III, LLC (TEMPORARY WATER LINE) – DISTRICT 3:** Smith made a motion to approve the road crossing permit upon receipt of payment; seconded by Selman.

AYE: Kevin Smith  
Ross Selman

NAY: None.

Motion Passed.

**B. 22-030, WATERBRIDGE ARKOMA OPERATING, LLC – DISTRICT 3:** Smith made a motion to approve the road crossing permit upon receipt of payment; seconded by Selman.

AYE: Kevin Smith  
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 Selman.

AYE: Kevin Smith  
Ross Selman

NAY: None.

Motion Passed. Meeting Adjourned.



# Purchase Orders By Account

Fiscal Year : 2021-2022

Date Range: 05/31/2022 to 05/31/2022

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

### 1316-1-8020-2005

010196	000672	CENTER, EWELL	VET SERVICES	\$ 600.00
010229	000673	PET SENSE	VET SUPPLIES	\$ 134.94
010230	000674	WALMART COMMUNITY CARD	KENNEL SUPPLIES	\$ 167.60
010231	000675	ATWOODS	KENNEL SUPPLIES	\$ 377.39
010302	000676	ACC BUSINESS	MONTHLY INTERNET SE	\$ 250.82
010323	000677	CENTER POINT ENERGY ARKLA	MONTHLY SERVICE	\$ 721.33

**Total: \$ 2,252.08**

## ARPA 2021

### 1566-1-2000-2005

010314	000035	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 215.91
010315	000036	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 218.23
010316	000037	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 194.35
010317	000038	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 20.62
010318	000039	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 5,360.94
010319	000040	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 265.28
010320	000041	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 20.62
010321	000042	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 43.27
010322	000043	ACC BUSINESS	MONTHLY SERVICE	\$ 594.67
010350	000044	ALEXANDER S REFRIGERATION	LABOR	\$ 1,080.00

**Total: \$ 8,013.89**

### 1566-1-2000-4110

010186	000045	MARTIN ROOFING	ROOF REPAIR	\$ 100,000.00
010188	000046	TRANE US INC	HVAC	\$ 18,025.00

**Total: \$ 118,025.00**

## CARES

### 1565-1-2000-2005

010355	000033	UNITED RENTALS	FORKLIFT RENTAL	\$ 72.10
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**Total: \$ 72.10**

PO	Warrant No.	Vendor Name	Purpose	Amount
<b>CBRI</b>				
<b>1103-6-4300-2075</b>				
009548	000054	DOLESE	3/4" #1 COVER CHIPS	\$ 2,983.50
009549	000055	DOLESE	5/8" #3 COVER CHIPS	\$ 4,946.28
010193	000056	DOLESE	5/8" #3 COVER CHIPS	\$ 1,442.63
010194	000057	DOLESE	3/4" #1 COVER CHIPS	\$ 1,415.06
<b>Total:</b>				<b>\$ 10,787.47</b>

## Control Substance

<b>7301-1-0200-1110</b>				
010324	000020	DISTRICT ATTORNEYS COUNCIL	PERSONAL SERVICES	\$ 5,000.00
<b>Total:</b>				<b>\$ 5,000.00</b>

<b>7301-1-0200-2005</b>				
010325	000021	KIOWA POLICE DEPARTMENT	FORFEITURE	\$ 916.00
010326	000022	PITTSBURG COUNTY SHERIFF DEPT.	FORFEITURE	\$ 3,148.60
<b>Total:</b>				<b>\$ 4,064.60</b>

## Donations

<b>1235-1-8020-2202</b>				
010215	000025	ATWOODS	PET SUPPLIES	\$ 276.74
<b>Total:</b>				<b>\$ 276.74</b>

## Econ Dev Trust

<b>7603-4-0500-2005</b>				
009774	000338	KELLPRO SOFTWARE & TECHNOLOG	TIME CLOCK	\$ 269.92
010351	000339	LOWES	SHOP SUPPLIES	\$ 99.68
010354	000340	PEPSI-COLA BOTTLING CO.	CONCESSION SUPPLIES	\$ 107.00
<b>Total:</b>				<b>\$ 476.60</b>

## Emergency Mgmt

<b>1212-2-2700-2005</b>				
003929	000291	SUMMIT COMPANIES	FIRE ALARM INSPECTIO	\$ 1,007.00
010112	000292	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 11.91
010113	000293	FUSION	MONTHLY SERVICE	\$ 344.71
010224	000294	OKLAHOMA TAX COMMISSION	REGISTRATION	\$ 46.05
010225	000295	OKLAHOMA TAX COMMISSION	REGISTRATION	\$ 11.05

PO	Warrant No.	Vendor Name	Purpose	Amount
<b>Emergency Mgmt</b>				
<b>1212-2-2700-2005</b>				
010349	000296	ACC BUSINESS	MONTHLY INTERNET SE	\$ 250.81
			<b>Total:</b>	<b>\$ 1,671.53</b>
<b>General</b>				
<b>0001-1-0100-2005</b>				
008970	003760	STAPLES CREDIT PLAN	OFFICE SUPPLIES	\$ 116.98
			<b>Total:</b>	<b>\$ 116.98</b>
<b>0001-1-0600-2005</b>				
010176	003761	STAPLES CREDIT PLAN	OFFICE SUPPLIES	\$ 903.77
010301	003762	ACC BUSINESS	MONTHLY INTERNET SE	\$ 244.06
			<b>Total:</b>	<b>\$ 1,147.83</b>
<b>0001-1-1000-2005</b>				
010184	003763	PITNEY BOWES RESERVE ACCOUNT	POSTAGE	\$ 1,000.00
010299	003764	ACC BUSINESS	MONTHLY INTERNET SE	\$ 244.06
			<b>Total:</b>	<b>\$ 1,244.06</b>
<b>0001-1-1400-2005</b>				
010141	003765	OSU-CTP	TRAINING	\$ 410.00
010142	003766	OSU-CTP	TRAINING	\$ 360.00
010143	003767	OSU-CTP	TRAINING	\$ 620.00
010144	003768	OSU-CTP	TRAINING	\$ 40.00
010332	003769	OSU-CTP	TRAINING	\$ 200.00
010333	003770	OSU-CTP	TRAINING	\$ 535.00
			<b>Total:</b>	<b>\$ 2,165.00</b>
<b>0001-1-1600-2005</b>				
010297	003771	ACC BUSINESS	MONTHLY INTERNET SE	\$ 244.06
			<b>Total:</b>	<b>\$ 244.06</b>
<b>0001-1-1700-1310</b>				
010201	003772	TRIPP, HILLARY N.	TRAVEL	\$ 108.81
010202	003773	COSPER, CONCHATTA L.	TRAVEL	\$ 30.42
010203	003774	MOODY, ELIZABETH R.	TRAVEL	\$ 142.74
			<b>Total:</b>	<b>\$ 281.97</b>

PO	Warrant No.	Vendor Name	Purpose	Amount
<b>General</b>				
<b>0001-1-2200-1310</b>				
010218	003775	MORRIS, CARLA	TRAVEL	\$ 74.30
			<b>Total:</b>	<b>\$ 74.30</b>
<b>0001-1-2200-2005</b>				
009659	003776	ADA PAPER COMPANY	COPY PAPER	\$ 301.76
009902	003777	A. RIFKIN CO.	CERTIFICATE HOLDER	\$ 704.30
010300	003778	ACC BUSINESS	MONTHLY INTERNET SE	\$ 244.06
			<b>Total:</b>	<b>\$ 1,250.12</b>
<b>0001-1-3300-2005</b>				
008737	003779	ADA PAPER COMPANY	JANITORIAL SUPPLIES	\$ 399.58
009914	003780	CINTAS CORPORATION # 618	JANITORIAL SUPPLIES	\$ 33.58
010134	003781	UNIFIRST FIRST AID CORP	MEDICINE CABINET RES	\$ 168.57
010185	003782	PITNEY BOWES RESERVE ACCOUNT	POSTAGE	\$ 801.40
010197	003783	MCALESTER NEWS CAPITAL & DEM.	PUBLICATION	\$ 443.25
010214	003784	BEMAC SUPPLY	FREON ETC	\$ 1,205.54
010235	003785	LOWES	SCREWS	\$ 5.29
010248	003786	CINTAS CORPORATION # 618	JANITORIAL SUPPLIES	\$ 28.48
			<b>Total:</b>	<b>\$ 3,085.69</b>
<b>0001-1-3300-4110</b>				
010330	003787	BIZ-TEL	VIDEO CONFERENCE SY	\$ 8,680.00
010331	003788	BIZ-TEL	CAMERA ETC.	\$ 1,388.00
006880	003789	BIZ-TEL	COMPUTER ETC	\$ 8,310.00
			<b>Total:</b>	<b>\$ 18,378.00</b>
<b>0001-2-0400-4110</b>				
010183	003790	DEFRANGE AUTO	DEPT. GRILL GUARD	\$ 850.00
			<b>Total:</b>	<b>\$ 850.00</b>
<b>0001-2-2700-2005</b>				
010226	003791	MILLER OFFICE EQUIPMENT	MONTHLY SERVICE	\$ 7.70
010227	003792	CANON FINANCIAL SERVICES	MONTHLY SERVICE	\$ 199.61
			<b>Total:</b>	<b>\$ 207.31</b>
<b>0001-4-0500-2005</b>				
010352	003793	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 289.68
			<b>Total:</b>	<b>\$ 289.68</b>

PO	Warrant No.	Vendor Name	Purpose	Amount
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## General

### 0001-5-0900-2005

009314	003794	DEARINGER PRINTING	BUSINESS CARDS	\$ 46.50
009916	003795	OTC BRANDS INC.	4-H SUPPLIES	\$ 56.68
010048	003796	WHITES TRACTOR & EQUIP	SERVICE AND MAINTENA	\$ 519.00
010250	003797	LOWES	WATER	\$ 19.92
010304	003798	ACC BUSINESS	MONTHLY INTERNET SE	\$ 250.82
			<b>Total:</b>	<b>\$ 892.92</b>

## Health

### 1216-3-5000-1310

008958	000339	WESTBROOK, RICHARD	TRAVEL	\$ 95.06
009859	000340	LUELLEN, LAWANDA	TRAVEL	\$ 54.87
009860	000341	FARMER, SARAH	TRAVEL	\$ 54.87
009863	000342	CURRAN, ANGELA	TRAVEL	\$ 42.12
009990	000343	GRAMMER, PAULA	TRAVEL	\$ 72.72
009906	000344	ANNETT, STEPHANIE	TRAVEL	\$ 56.98
009991	000345	HOLIDAY, KAREN	TRAVEL	\$ 95.06
			<b>Total:</b>	<b>\$ 471.68</b>

### 1216-3-5000-2005

009157	000346	PRO KILL INC.	PEST CONTROL	\$ 158.00
009413	000347	FLOODSERV	CARPET CLEANING	\$ 600.00
009962	000348	C R MOWING	LAWN CARE	\$ 250.00
010096	000349	LOWES	FLASHLIGHTS	\$ 285.97
			<b>Total:</b>	<b>\$ 1,293.97</b>

## Highway

### 1102-6-4100-2005

010131	002466	MCALESTER NEWS CAPITAL & DEM.	NEWSPAPER SUBSCRIPT	\$ 245.88
			<b>Total:</b>	<b>\$ 245.88</b>

### 1102-6-4200-2005

009775	002467	KELLPRO SOFTWARE & TECHNOLOG	TIME CLOCK LICENSE ET	\$ 292.87
			<b>Total:</b>	<b>\$ 292.87</b>

### 1102-6-4200-4110

009856	002468	KC FARM MACHINERY	EQUIPMENT PURCHASE	\$ 13,038.00
			<b>Total:</b>	<b>\$ 13,038.00</b>

PO	Warrant No.	Vendor Name	Purpose	Amount
<b>Highway</b>				
<b>1102-6-4300-2005</b>				
010129	002469	US CELLULAR	MONTHLY SERVICE	\$ 435.60
010137	002470	ACCO	REGISTRATION FEE	\$ 95.00
010298	002471	ACC BUSINESS	MONTHLY INTERNET SE	\$ 244.06
<b>Total:</b>				<b>\$ 774.66</b>

## Hwy-ST

<b>1313-6-8040-2005</b>				
009887	002693	DOLESE	3/8" #2 COVER CHIPS	\$ 7,394.35
009949	002694	DOLESE	#4 SCREENINGS	\$ 4,697.87
009965	002695	CATHEY & ASSOCIATES LLC	LABOR AND PARTS	\$ 366.70
009989	002696	ASPHALT & FUEL SUPPLY	ROAD OIL	\$ 16,814.40
010031	002697	ASPHALT & FUEL SUPPLY	ROAD OIL	\$ 16,692.36
010034	002698	RAM INC	FUEL	\$ 9,000.28
010140	002699	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 1,851.62
010095	002700	ASPHALT & FUEL SUPPLY	ROAD OIL	\$ 16,807.62
010108	002701	RAM INC	FUEL	\$ 8,558.58
010110	002702	ASPHALT & FUEL SUPPLY	ROAD OIL	\$ 16,780.50
010145	002703	UNIFIRST FIRST AID CORP	MEDICINE CABINET RES	\$ 318.00
<b>Total:</b>				<b>\$ 99,282.28</b>

<b>1313-6-8041-2005</b>				
010111	002704	K & M BODY WORKS	REPAIRS	\$ 3,039.80
010117	002705	LONGTOWN RW&S DIST. #1	MONTHLY SERVICE	\$ 35.00
010122	002706	US CELLULAR	MONTHLY SERVICE	\$ 145.20
010135	002707	ACCO	REGISTRATION	\$ 130.00
010328	002708	MILLER OFFICE EQUIPMENT	COPY OVERAGES	\$ 27.85
010358	002709	CENTER POINT ENERGY ARKLA	MONTHLY SERVICE	\$ 106.28
010359	002710	HAILEYVILLE WATER DEPT.	MONTHLY SERVICE	\$ 281.83
<b>Total:</b>				<b>\$ 3,765.96</b>

<b>1313-6-8042-2005</b>				
009430	002711	UNIFIRST FIRST AID CORP	MEDICINE CABINET RES	\$ 125.16
009517	002712	YELLOW HOUSE MACHINE	FILTERS	\$ 106.11
010101	002713	RAM INC	DIESEL	\$ 3,888.00
010114	002714	RAM INC	FUEL	\$ 8,040.00
010130	002715	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 371.53
010132	002716	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 51.70
010153	002717	ADAMS TRUE VALUE	SALT	\$ 465.50
010238	002718	MCELROY, JILL E.	CONTRACT SERVICES	\$ 350.00
010360	002719	CENTER POINT ENERGY ARKLA	MONTHLY SERVICE	\$ 75.74
<b>Total:</b>				<b>\$ 13,473.74</b>

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

### 1313-6-8043-2005

009920	002720	DOLESE	1 1/2" CRUSHER RUN	\$ 4,629.07
010126	002721	MILLER OFFICE EQUIPMENT	MONTHLY SERVICE	\$ 33.70
			<b>Total:</b>	<b>\$ 4,662.77</b>

## Jail-ST

### 1315-2-8034-2005

008757	000805	R R BRINKS LOCKING SYSTEMS	LOCK REPAIR	\$ 2,760.89
010156	000806	KIAMICHI ELECTRIC COOPERATIVE	UTILITIES: TOWER #2	\$ 59.43
010211	000807	PERFORMANCE FOODSERVICE - LITT	KITCHEN SUPPLIES	\$ 53.86
			<b>Total:</b>	<b>\$ 2,874.18</b>

### 1315-2-8034-2011

010232	000808	CARING HANDS HEALTHCARE CENTE	INMATE PRESCRIPTIONS	\$ 179.50
			<b>Total:</b>	<b>\$ 179.50</b>

### 1315-2-8034-2012

010157	000809	US FOODS	INMATE GROCERIES	\$ 2,999.97
010168	000810	US FOODS	INMATE GROCERIES	\$ 1,638.04
010212	000811	PERFORMANCE FOODSERVICE - LITT	INMATE GROCERIES	\$ 593.30
			<b>Total:</b>	<b>\$ 5,231.31</b>

## Mental Health

### 7207-1-1900-2005

007172	000002	REDWOOD TOXICOLOGY LABORATOR	DRUG TEST KITS	\$ 547.50
			<b>Total:</b>	<b>\$ 547.50</b>

## Rental Of County Property

### 1241-4-0500-2040

010240	000001	STIGLER PRINTING	BANNERS ETC.	\$ 3,274.00
			<b>Total:</b>	<b>\$ 3,274.00</b>

## Rural Fire-ST

### 1321-2-8204-2005

010219	001031	VERIZON	MONTHLY SERVICE	\$ 81.80
010220	001032	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 28.45

PO	Warrant No.	Vendor Name	Purpose	Amount
<b>Rural Fire-ST</b>				
<b>1321-2-8204-2005</b>				
			<b>Total:</b>	<b>\$ 110.25</b>
<b>1321-2-8205-2005</b>				
010296	001033	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 191.56
			<b>Total:</b>	<b>\$ 191.56</b>
<b>1321-2-8206-2005</b>				
002674	001034	SNOW, TITUS	LAWN CARE	\$ 750.00
010327	001035	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 71.20
			<b>Total:</b>	<b>\$ 821.20</b>
<b>1321-2-8212-2005</b>				
010311	001036	CITY OF MCALESTER	MONTHLY SERVICE	\$ 82.62
010312	001037	COOKSON HILLS ELECTRIC COOP.	MONTHLY SERVICE	\$ 70.00
010313	001038	OSU OFFICE OF THE BURSAR	TEST	\$ 800.00
			<b>Total:</b>	<b>\$ 952.62</b>
<b>1321-2-8215-2005</b>				
010361	001039	AT&T	MONTHLY SERVICE	\$ 212.26
010362	001040	ADT SECURITY SERVICES	MONTHLY SERVICE	\$ 113.03
			<b>Total:</b>	<b>\$ 325.29</b>
<b>1321-2-8216-2005</b>				
010344	001041	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 124.04
			<b>Total:</b>	<b>\$ 124.04</b>
<b>1321-2-8222-2005</b>				
010236	001042	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 44.51
010237	001043	CENTER POINT ENERGY ARKLA	MONTHLY SERVICE	\$ 30.42
			<b>Total:</b>	<b>\$ 74.93</b>
<b>1321-2-8225-2005</b>				
010217	001044	H & H ALARM CO INC	MONTHLY SERVICE	\$ 35.00
			<b>Total:</b>	<b>\$ 35.00</b>
<b>1321-2-8227-2005</b>				
010357	001045	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 161.30
			<b>Total:</b>	<b>\$ 161.30</b>



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

### 1223-2-0400-2005

010014	000280	COMMISSARY EXPRESS	INMATE COMMISSARY	\$ 4,228.55
010162	000281	US FOODS	INHOUSE COMMISSARY	\$ 299.33
010233	000282	PEPSI-COLA BOTTLING CO.	INMATE WORK CREW	\$ 96.00

**Total: \$ 4,623.88**

## SH Svc Fee

### 1226-2-0400-2005

009462	001655	T & W TIRE	VEHICLE MAINTENANCE	\$ 60.00
010100	001656	CANON FINANCIAL SERVICES	COPIER LEASE	\$ 150.00
010120	001657	TRAMMELLS AUTOMOTIVE	AUTO REPAIR	\$ 170.00
010138	001658	UNITED PACKAGING & SHIPPING	SHIPPING	\$ 15.96
010148	001659	AT&T MOBILITY	MONTHLY SERVICE	\$ 1,114.96

**Total: \$ 1,510.92**

### 1226-2-0400-4110

009203	001660	STAPLES CREDIT PLAN	COMPUTERS	\$ 609.99
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**Total: \$ 609.99**

### 1226-2-3400-2005

001834	001661	ATWOODS	DEPARTMENT SUPPLIES	\$ 149.99
008532	001662	LOWES	MAINTENANCE SUPPLIE	\$ 185.52
008975	001663	HOLMANS FAST LUBE	OIL CHANGE ETC	\$ 492.36
009111	001664	TULSA OVERHEAD DOOR	JAIL MAINTENANCE WOR	\$ 5,774.00
009923	001665	STAPLES CREDIT PLAN	OFFICE FURNITURE	\$ 265.48
010016	001666	U LINE	Jail Supplies	\$ 144.83
010020	001667	US FOODS	JAIL KITCHEN SUPPLIES	\$ 26.87
010099	001668	LOCKE HEATING & COOLING SUPPLY	MAINTENANCE SUPPLIE	\$ 65.75
010119	001669	STAPLES CREDIT PLAN	OFFICE SUPPLIES	\$ 88.59
010121	001670	O REILLY AUTO PARTS	AUTO PARTS	\$ 116.77
010124	001671	T.H. ROGERS	Jail Supplies	\$ 99.98
010125	001672	BEMAC SUPPLY	EQUIPMENT REPAIRS	\$ 22.00
010147	001673	AT&T MOBILITY	MONTHLY SERVICE	\$ 1,601.60
010163	001674	INDIAN NATION WHOLESALE CO.	INMATE COMMISSARY	\$ 70.92
010164	001675	LOCKE HEATING & COOLING SUPPLY	JAIL MAINTENANCE SUP	\$ 229.58
010165	001676	INDIAN NATION WHOLESALE CO.	Jail Supplies	\$ 157.73
010166	001677	US FOODS	JAIL KITCHEN SUPPLIES	\$ 325.92
010170	001678	US FOODS	JAIL KITCHEN SUPPLIES	\$ 96.23
010173	001679	U LINE	BATTERIES	\$ 373.20
010178	001680	LOCKE HEATING & COOLING SUPPLY	JAIL MAINTENANCE SUP	\$ 263.11
010179	001681	JAMESCO ENTERPRISES LLC	JAIL JANITORIAL SUPPLI	\$ 770.81
010221	001682	LOWES	MAINTENANCE SUPPLIE	\$ 573.76

PO	Warrant No.	Vendor Name	Purpose	Amount
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**SH Svc Fee**

**1226-2-3400-2005**

010234	001683	LOCKE HEATING & COOLING SUPPLY	JAIL MAINTENANCE SUP	\$ 40.92
010303	001684	ACC BUSINESS	MONTHLY INTERNET SE	\$ 250.82
010306	001685	LOWES	MAINTENANCE SUPPLIE	\$ 1,225.91
010307	001686	LOCKE HEATING & COOLING SUPPLY	MAINTENANCE SUPPLIE	\$ 160.10
010309	001687	LOCKE HEATING & COOLING SUPPLY	MAINTENANCE SUPPLIE	\$ 215.49

**Total: \$ 13,788.24**

**Grand Total: \$ 353,605.45**

# JENNIFER LENOX-HACKLER, County Treasurer

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**DEPUTIES**

CINDY COOK  
SUSAN PATTERSON  
BLANCA GARNER  
CASSANDRA MATHIS

PITTSBURG COUNTY  
115 E. CARL ALBERT PKWY RM. 102  
MCALESTER, OK 74501  
918-423-6895

**DEPUTIES**

SANDY HARTSFIELD  
TAMMY ROBERTS  
BROOKE OLIVER  
SUMMER ROGERS

May 31, 2022

To Whom It May Concern:

I am removing Sandy Hartsfield as a receiving officer and replacing her with Tammy Roberts, effective as of June 1, 2022.

Thank you,



Jennifer Lenox-Hackler

# JENNIFER LENOX-HACKLER, County Treasurer

**DEPUTIES**

CINDY COOK  
SUSAN PATTERSON  
BLANCA GARNER  
CASSANDRA MATHIS

**PITTSBURG COUNTY**  
115 E. CARL ALBERT PKWY RM. 102  
MCALESTER, OK 74501  
918-423-6895

**DEPUTIES**

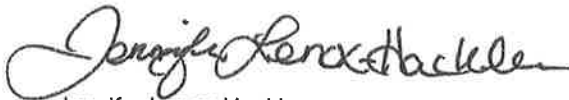
SANDY HARTSFIELD  
TAMMY ROBERTS  
BROOKE OLIVER  
SUMMER ROGERS

May 31, 2022

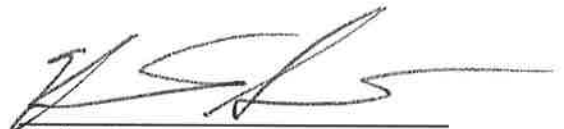
Board of County Commissioners  
Pittsburg County

This is to advise the Board of County Commissioners that Cindy Cook will remain as 1<sup>st</sup> Deputy, Susan Patterson will be 1<sup>st</sup> Deputy, and Tammy Roberts will be the 2<sup>nd</sup> Deputy in the County Treasurer's Office effective June 1, 2022.

Thank you,



Jennifer Lenox-Hackler



Chairman



Member



Member

Attest:



County Clerk



**SOUTHEAST OKLAHOMA  
LIBRARY SYSTEM**

401 North Second Street  
McAlester, OK 74501  
918-426-0456

TO: County Commissioners

FROM: Ryan Ward, Administrative Assistant *RW*

SUBJECT: Fiscal Year 2022 Revised Budget

DATE: May 23, 2022

Pursuant to 65 O.S. Supp.1993 4-105 (13)(b) of the Oklahoma Library Code and Section 205 of the Oklahoma Department of Libraries' Rules and Regulations, we are pleased to file the Fiscal Year 2022 Revised Budget for the Southeast Oklahoma Library System.

The enclosed Fiscal Year 2022 Revised Budget was approved by the Board of Trustees at their regularly scheduled meeting on May 17, 2022.

cc: Choctaw County  
Coal County  
Haskell County  
Latimer County  
LeFlore County  
McCurtain County  
Pittsburg County

Southeast Oklahoma Library System  
FY 2022 Revised Budget, Approved May 17, 2022

Income	Ad Valorem Income	5,675,000
	State Aid	89,940
	Interest	25,000
	Fees & Charges	57,908
	Donations	25,000
	In-Kind Donations	10,000
	Grant Income	185,521
	Surplus Sales	4,000
	Miscellaneous Income	499

Carryover from Reserves 319,633

**Total Available Funds** \$6,392,501

Expenses	Personnel Expenses	3,494,318
	Informational Materials	742,514
	Public & Technical Services	202,230
	Operating Expenses	1,473,439
	Capital Expenditures	180,000
	McAlester Remodel Reserve	300,000

**Total Expenses** \$6,392,501

**Net Ordinary Income** \$0



401 North Second Street  
McAlester, OK 74501  
918-426-0456

TO: County Commissioners  
FROM: Ryan Ward, Administrative Assistant *RW*  
SUBJECT: Fiscal Year 2023 Budget  
DATE: May 24, 2022

Pursuant to 65 O.S. Supp.1993 4-105 (13)(b) of the Oklahoma Library Code and Section 205 of the Oklahoma Department of Libraries' Rules and Regulations, we are pleased to file the Fiscal Year 2023 Budget for the Southeast Oklahoma Library System.

The enclosed Fiscal Year 2023 Budget was approved by the Board of Trustees at their regularly scheduled meeting on May 17, 2022.

cc: Choctaw County  
Coal County  
Haskell County  
Latimer County  
LeFlore County  
McCurtain County  
Pittsburg County

Southeast Oklahoma Library System  
FY 2023 Budget, Approved May 17, 2022

Income	Ad Valorem Income	5,747,695
	State Aid	89,940
	Interest	30,000
	Fees & Charges	57,908
	Donations	10,000
	In-Kind Donations	10,000
	Grant Income	63,000
	Surplus Sales	4,000
	Miscellaneous Income	500
	Total Income	<u>6,013,043</u>
	Carryover from Reserves	2,443,136
	<b>Total Available Funds</b>	<u><b>\$8,456,179</b></u>
Expenses	Personnel Expenses	3,660,803
	Informational Materials	737,934
	Public & Technical Services	202,230
	Operating Expenses	1,549,212
	Capital Expenditures	2,006,000
	Board Reserves	300,000
	Total Expenses	<u><b>\$8,456,179</b></u>
	<b>Net Ordinary Income</b>	<u><b>\$0</b></u>





**Ram, Inc. submits the following fuel bids for the week: May 31, 2022.**

UL	CLEAR	DYED	LP
4.2800	4.2700	4.2700	2.5900

**FILED**

MAY 31 2022  
TIME 8:23 AM  
HOPE TRAMMELL, COUNTY CLERK  
PITTSBURG COUNTY  
BY VD DEPUTY

**\*\*\* 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**

**INTERLOCAL AGREEMENT**

**BETWEEN**

**PITTSBURG COUNTY DISTRICT #3 AND TERRY JOHNSON**

WHEREAS, Pittsburg County District #3 and Terry Johnson wish to enter into the following agreement.

Terry Johnson has agreed to allow Pittsburg County District #3 to access his property for the donation of shale in exchange Commissioner Selman will construct a pond

This agreement may be terminated by either party by written notice.

Dated May 23, 2022

BOARD OF COUNTY COMMISSIONERS

PITTSBURG COUNTY, OKLAHOMA



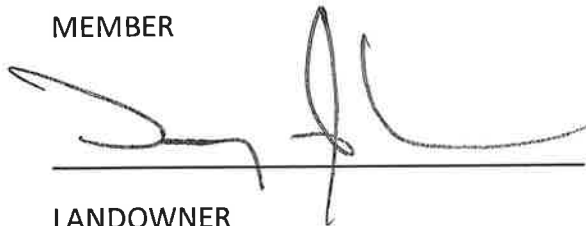
CHAIRMAN

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VICE-CHAIRMAN



MEMBER

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LANDOWNER

ATTEST:



COUNTY CLERK



ENGINEERS' JOINT CONTRACT DOCUMENTS COMMITTEE

# Contractor's Application for Payment No. \_\_\_\_\_

4

Application Period: 04/22/2022-05/24/2022		Application Date: 5/24/2022
To (Owner): Pittsburgh County District #2	From (Contractor): Sunrise Construction, LLC.	Via (Engineer):
Project: Swagone Bridge Water Line Relocation	Contract: Swing Bridge Water Line Relocation	Engineer's Project No.:
Owner's Contract No.: Swingone Bridge Water Line Relocation	Contractor's Project No.:	Engineer's Project No.:

## Application For Payment

### Change Order Summary

Approved Change Orders Number	Additions	Deductions	Net Change
<b>TOTALS</b>			
NET CHANGE BY			
CHANGE ORDERS			

## Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:  
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment.  
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and  
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature: [Signature] Date: 5/24/2022

1. ORIGINAL CONTRACT PRICE.....	\$	\$150,000.00
2. Net change by Change Orders.....	\$	\$
3. Current Contract Price (Line 1 ± 2).....	\$	\$150,000.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$	\$150,000.00
5. RETAINAGE:		
a. 5% X _____ Work Completed.....	\$	\$
b. 5% X _____ Stored Material.....	\$	\$
c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$150,000.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$137,750.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Applications).....	\$	\$12,250.00
8. AMOUNT DUE THIS APPLICATION.....	\$	\$
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$	\$

Payment of: \$ 12,250.00  
 (Line 8 or other - attach explanation of the other amount)

is recommended by: \_\_\_\_\_ (Engineer) \_\_\_\_\_ (Date)

Payment of: \$ 12,250.00  
 (Line 8 or other - attach explanation of the other amount)

is approved by: [Signature] (Owner) 05/31/2022 (Date)

Approved by: \_\_\_\_\_ (Date)

Funding or Financing Entity (if applicable) \_\_\_\_\_ (Date)

**Progress Estimate - Unit Price Work**

**Contractor's Application**

For (Contract):		Swinging Bridge Water Line Relocation		Application Number: 4							
Application Period:		04/22/2023-5/24/2022		Application Date: 5/24/2022							
Item		Contract Information		A							
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
1	Mobilization	1	LS	\$20,000.00	\$20,000.00	1 LS	\$20,000.00		\$20,000.00	100.0%	
2	3" DR 11 Polyethylene Pipe, Water Main, Tracer Wire	1000	LF	\$24.00	\$24,000.00	1000 LF	\$24,000.00		\$24,000.00	100.0%	
3	3" DR 11 Polyethylene Pipe, by directional bore	700	LF	\$85.00	\$59,500.00	700 LF	\$59,500.00		\$59,500.00	100.0%	
4	2" PVC, Class 250, water main and tracer wire	10	LF	\$50.00	\$500.00	10 LF	\$500.00		\$500.00	100.0%	
5	2" Gate Valve with Valve Box and marker	1	EA	\$1,500.00	\$1,500.00	1 EA	\$1,500.00		\$1,500.00	100.0%	
6	2" Blow-Off Valve Assembly furnished and installed	1	LS	\$3,400.00	\$3,400.00	1 LS	\$3,400.00		\$3,400.00	100.0%	
7	Ductile Iron Fittings	200	LB	\$17.00	\$3,400.00	200 LB	\$3,400.00		\$3,400.00	100.0%	
8	6"x3" Tapping Sleeve, 3" Gate Valve and Valve Box	1	EA	\$3,800.00	\$3,800.00	1 EA	\$3,800.00		\$3,800.00	100.0%	
9	3" Encased County Road Crossing	50	LF	\$200.00	\$10,000.00	50 LF	\$10,000.00		\$10,000.00	100.0%	
10	Connection to Existing Main	1	EA	\$2,000.00	\$2,000.00	1 EA	\$2,000.00		\$2,000.00	100.0%	
11	2" Cap and Cap Existing Main	10	EA	\$5,000.00	\$5,000.00	10 EA	\$5,000.00		\$5,000.00	100.0%	
12	Bedding Material	100	LF	\$9.00	\$900.00	100 LF	\$900.00		\$900.00	100.0%	
13	Rock Excavation	5	CY	\$800.00	\$4,000.00	5 CY	\$4,000.00		\$4,000.00	100.0%	
14	500 Ft. 2" DR-11 polyethylene pipe, sterilized & connected after completion, line is salvaged to Sardin Lake Water Auth.	1	LS	\$12,000.00	\$12,000.00	1 LS	\$12,000.00		\$12,000.00	100.0%	
<b>Totals</b>					<b>\$150,000.00</b>		<b>\$150,000.00</b>		<b>\$150,000.00</b>	<b>100.0%</b>	

**City of Durant Lab  
1222 Davis Rd.  
Durant OK 74701  
State Lab ID: D9912**

Date: 4/29/22

**Kenneth Little/Sunrise Construction  
PO Box 188  
Crowder, OK 74430**

Sampler's Initials: KL  
Sample Description: swinging bridge  
Sample Collected: 4/28/22 @ 0900  
Date Sample Received: 4/28/22 @ 1150  
Lab Log #: 2131

Method Reference: Standard Methods for the Examination of Water and Wastewater, 22nd Edition Method 9223B(2004).

**Coliform Bacteria Results**

XXX According to Method 9223B Colilert, Total Coliform bacteria and Escherichia Coliform bacteria are **Absent** from your sample.

\_\_\_\_\_ According to Method 9223B Colilert, Total Coliform bacteria are **Present** in your sample. Disinfection of well is advised.

\_\_\_\_\_ According to Method 9223B Colilert, Escherichia Coliform bacteria are **Present** in your sample. Disinfection of well is advised.

**Lab Comments:**

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Laboratory Manager George McAusland

Date/Time of Analysis 4/28/22 @ 1210

1222 Davis Rd. Durant, OK 74701 (580) 924-3416 Fax: (580) 924-3956

**Bacteriological Water Analysis  
City of Durant Bacteriological Laboratory**

**Sample Mailing Address:**

City of Durant Bac-T Lab  
1222 Davis Rd.  
Durant, OK 74701

**Physical Address:**

City of Durant WWTP Bac-T Lab  
1222 Davis Rd.  
Durant, OK 74701

**(samples have to be received and tested within 30 hrs of sample taken)**

PLEASE FILL TO THE 100ML LINE ON SAMPLE BOTTLE (we cannot test sample if it does not have at least 100mls of sample, if you are a little above the 100ml line that is acceptable for testing) DO NOT USE TAPE TO SEAL LID.

**There is a \$31.25 charge for private well water analysis. All fees will have to be paid at the City of Durant Utilities office before results can be sent.**

**Complete Information Below**

County: Pittsburg

Date Collected: 4-28-22 Time Collected: 9 Am Collector's Initials: KL

Owner: Pittsburg County District #2 Sample Collected at: Swinging bridge

**Mail Results to:**

Name: Kenneth Little/Sunrise Const. Phone: 918-424-1555

Address: P.O. Box 128 Fax: \_\_\_\_\_

City: Crowder State: OK Zip: 74430

Remarks: please - email klittle@advancom.com

**For Lab Use Only**

Lab Sample Number: 2131 Lab Received Date/Time: 4/28/22 1150

Analysis Date: 4/28/22 Time: 1210 Rejection Code: \_\_\_\_\_

MF: \_\_\_\_\_ LTB: \_\_\_\_\_ BGB: \_\_\_\_\_ EC: \_\_\_\_\_ PA/PA: X UV: \_\_\_\_\_ Lab Tech Initials: \_\_\_\_\_

**LABORATORY RESULTS: Any Positive (P) result; Water is NOT safe to drink.**

**N = Negative for Bacteria (SAFE)**

**P = Positive for Bacteria (NOT SAFE)**

Total Coliform Test: SM 9223B (Colilert) PA/PA Total/100mL N  
E-Coli Test: SM 9223B (Colilert) PA/PA Total/100mL N  
2004 22nd Edition Standard Method

Analyst Comments: \_\_\_\_\_

**City of Durant Lab  
1222 Davis Rd.  
Durant OK 74701  
State Lab ID: D9912**

Date: 4/29/22

**Kenneth Little/Sunrise Construction  
PO Box 188  
Crowder, OK 74430**

Sampler's Initials: KL  
Sample Description: swinging bridge  
Sample Collected: 4/27/22 @ 0905  
Date Sample Received: 4/28/22 @ 1150  
Lab Log #: 2132

Method Reference: Standard Methods for the Examination of Water and Wastewater, 22nd Edition Method 9223B(2004).

**Coliform Bacteria Results**

XXX According to Method 9223B Colilert, Total Coliform bacteria and Escherichia Coliform bacteria are **Absent** from your sample.

\_\_\_\_\_ According to Method 9223B Colilert, Total Coliform bacteria are **Present** in your sample. Disinfection of well is advised.

\_\_\_\_\_ According to Method 9223B Colilert, Escherichia Coliform bacteria are **Present** in your sample. Disinfection of well is advised.

**Lab Comments:**

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Laboratory Manager George McAusland

Date/Time of Analysis 4/28/22 @ 1210

1222 Davis Rd. Durant, OK 74701 (580) 924-3416 Fax. (580) 924-3956



**Bacteriological Water Analysis  
City of Durant Bacteriological Laboratory**

**Sample Mailing Address:**

City of Durant Bac-T Lab  
1222 Davis Rd.  
Durant, OK 74701

**Physical Address:**

City of Durant WWTP Bac-T Lab  
1222 Davis Rd.  
Durant, OK 74701

**(samples have to be received and tested within 30 hrs of sample taken)**

PLEASE FILL TO THE 100ML LINE ON SAMPLE BOTTLE (we cannot test sample if it does not have at least 100mls of sample, if you are a little above the 100ml line that is acceptable for testing) DO NOT USE TAPE TO SEAL LID.

**There is a \$31.25 charge for private well water analysis. All fees will have to be paid at the City of Durant Utilities office before results can be sent.**

**Complete Information Below**

County: Pittsburg

Date Collected: 4-27-22 Time Collected: 9:05 Collector's Initials: K.L.

Owner: Pittsburg County DistriFt #2

Sample Collected at: Swinging Bridge

**Mail Results to:**

Name: Kenneth Little / Sunrise Const.

Phone: 918-424-1553

Address: P.O. Box 188

Fax: \_\_\_\_\_

City: Crowder

State: OK

Zip: 74430

Sampler's Remarks: please email KLittle@advancm.com

**For Lab Use Only**

Lab Sample Number: 2132

Lab Received Date/Time: 4/29/22 1150

Analysis Date: 4/29/22

Time: 1210

Rejection Code: \_\_\_\_\_

MF: \_\_\_\_\_

LTB: \_\_\_\_\_

BGB: \_\_\_\_\_

EC: \_\_\_\_\_

PA/PA:

UV: \_\_\_\_\_

Lab Tech Initials: \_\_\_\_\_

**LABORATORY RESULTS: Any Positive (P) result; Water is NOT safe to drink.**

**N = Negative for Bacteria (SAFE)**

**P = Positive for Bacteria (NOT SAFE)**

Total Coliform Test: SM 9223B (Colilert) PA/PA Total/100mL

E-Coli Test: SM 9223B (Colilert) PA/PA Total/100mL

2004 22nd Edition Standard Method

Analyst Comments: \_\_\_\_\_



**BlueCross BlueShield  
of Oklahoma**

1400 South Boston • P. O. Box 3283 • Tulsa, OK 74102-3283



Blue Cross and Blue Shield of Oklahoma

**Renewal Addendum to Benefit Program Application ("Renewal Addendum")  
Applicable to 151+ Fully Insured Group Accounts**

**Blue Cross and Blue Shield of Oklahoma, a Division of Health Care Service Corporation,  
a Mutual Legal Reserve Company (herein called "BCBSOK")  
BlueLincs HMO (herein called "BlueLincs")**

THIS RENEWAL ADDENDUM is incorporated into and made a part of the Benefit Program Application ("BPA") last entered into between the parties as of this Renewal Addendum's Effective Date and the corresponding Group Administration Document, currently in effect between the parties. This Renewal Addendum is intended to renew the foregoing as of the Effective Date of Coverage noted below and, except as modified and amended and/or re-attested herein pursuant to this renewal, the provisions, conditions, and terms of such BPA and Group Administration Document shall remain in full force and effect.

Employer's Legal Name: <u>Pittsburg County</u>	
Employer Account Number (6-digits): <u>231136</u>	Group Number(s): <u>231136, 231138</u>
Section Number(s): <u>0001-0002, 9001</u>	
Renewal Addendum Effective Date of Coverage: <u>07/01/2022</u>	
Primary Mailing Address: Number, Street, City, State, Zip <u>P.O. Box 3304, McAlester, OK 74502-3304</u>	
Physical Address (required if different from primary): Number, Street, City, State, Zip <u>115 E. Carl Albert Parkway, #103, McAlester, OK 74501-5058</u>	
Billing Address (if different from primary – If more than one, please list within Additional provisions): Number, Street, City, State, Zip _____	
Name and Title of Authorized Company Official: <u>Hope Trammell / County Clerk</u>	
Email and Phone Number <u>clerk@pittsburg.okcounties.org / 918-423-7785</u>	
Billing to the attention of: <u>Hope Trammell</u>	Fax Number: <u>918-423-7304</u>
The Blue Access for Employers <sup>SM</sup> ("BAE <sup>SM</sup> ") contact person is the Employee authorized by the Employer to access and maintains its account/Employee information via BAE. An email address is required to access and maintain BAE. Name and title of BAE contact person: <u>Hope Trammell / County Clerk</u> Telephone Number of BAE contact person: <u>918-423-7785</u> E-Mail address of BAE contact person: <u>clerk@pittsburg.okcounties.org</u>	
Subsidiary / Affiliated Companies to be covered (If more than one, please list within Additional provisions): Name and Address Number, Street, City, State, Zip _____	

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The **Employee Retirement Income Security Act of 1974 (ERISA)** is a federal law that sets minimum standards for employee benefit plans in the private industry. In general, **all** employer groups, insured or ASO, are subject to ERISA provisions except for governmental entities, such as municipalities, and public school districts, and "church plans" as defined by the Internal Revenue Code.

ERISA Regulated Group Health\* Plan  Yes  No

If Yes, is your ERISA Plan Year\* a period of twelve (12) months beginning on the Anniversary Date specified above?  Yes  No

If No, please specify your ERISA Plan Year (mm/dd/yyyy): Beginning Date: \_\_\_/\_\_\_/\_\_\_ End Date: \_\_\_/\_\_\_/\_\_\_

ERISA Plan Administrator \*: \_\_\_\_\_

Plan Administrator's Address: \_\_\_\_\_

If you maintain that ERISA is not applicable to your group health plan, please give the legal reason for exemption:

- Federal Governmental plan e.g., the government of the United States or agency of the United States)
- Non-Federal Governmental plan (e.g., the government of the State, an agency of the state, or the government of a political subdivision, such as a county or agency of the State)
- Church plan (complete and attach a Medical Loss Ratio Assurance form)
- Other; please specify: \_\_\_\_\_

Is your Non-ERISA Plan Year a period of twelve (12) months beginning on the Anniversary Date specified above?  Yes  No

If No, please specify your Non-ERISA Plan Year (mm/dd/yyyy): Beginning Date: \_\_\_/\_\_\_/\_\_\_ End Date: \_\_\_/\_\_\_/\_\_\_

**For more information regarding ERISA, contact your Legal Advisor.**

\*All as defined by ERISA and/or other applicable law/regulations.

1. Are you applying for Insure Oklahoma?  Yes  No  
If Yes, effective date must be the first (1<sup>st</sup>) of the month to receive subsidies.

#### ELIGIBILITY INFORMATION

1. **Eligible Person (please check all boxes that apply):**

- A full-time Employee of the Employer.
- A part-time Employee of the Employer.
- An Eligible Person may also include a retiree of the Employer. (please specify): \_\_\_\_\_
- Other (please specify): A Retiree of the Employer under age 65

2. Employer has determined Employees must routinely work 32.5 (minimum of twenty-four (24)) hours per week and who is on the permanent payroll of Employer in order to be eligible for health/dental coverage under this Group Contract.

3. **Domestic Partners covered?**  Yes  No

**If yes**, a Domestic Partner, as defined in the Certificate Booklet, shall be considered eligible for coverage. The Employer is responsible for providing notice of possible tax implications to those covered Employees with Domestic Partners.

**If yes**, are Dependents of Domestic Partners eligible for coverage?  Yes  No

**If yes**, the Limiting Age for covered children of Domestic Partners means twenty-six (26) years, regardless of presence or absence of a child's financial dependency, residency, student status, employment, marital status, or any combination of those factors.

**Continuation coverage for Domestic Partners:** If Employer elects coverage for Domestic Partners, Domestic Partners are not eligible for continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of

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1985 (COBRA) as a spouse but may be eligible for continuation coverage similar to that available to spouses under COBRA continuation. Employer shall determine eligibility for COBRA continuation for Domestic Partners, if any. Please indicate your election below:

- Yes, Employer elects to offer continuation coverage to Domestic Partners, as defined in the Certificate Booklet
- No, Employer does not elect to offer continuation coverage to Domestic Partners (Domestic Partners are not eligible for continuation coverage)
- Other: \_\_\_\_\_

**4. The Effective Date of coverage for a newly Eligible Employee who becomes effective after the Employer's initial enrollment date is:**

If a person is added to the Group Contract and it is later determined that the Group reported a coverage date earlier than what would apply to the Employee or Dependent, based on the Waiting Period and eligibility conditions the Group provided to BCBSOK, BCBSOK reserves the right to retroactively adjust the coverage date for such person.

- The date of employment.
- The first (1<sup>st</sup>) billing cycle following the date of employment.
- The first (1<sup>st</sup>) billing cycle following select one days of continuous employment.
- The first (1<sup>st</sup>) billing cycle following select one months of continuous employment.
- The select one day of employment
- Other (please specify): Class 1 - Active EEs - FOMF 60 days

Class 2 - Elected Officials - FOMF DOH

**5. The Effective Date of termination for a person who ceases to meet the definition of Eligible Person will be the end of the coverage period (billing cycle) during which the person ceases to meet the definition of Eligible Person.**

- Other (please specify): \_\_\_\_\_

**6. Limiting Age for covered children:** Dependent children are eligible for coverage until their twenty-sixth (26<sup>th</sup>) birthday. Dependent Child, used hereafter, means a natural child, a stepchild, an eligible foster child, an adopted child or child placed for adoption (including a child for whom the Employee or his/her spouse or Domestic Partner, if Domestic Partner coverage is elected), is a party in a legal action in which the adoption of the child is sought), under twenty-six (26) years of age, regardless of presence or absence of a child's financial dependency, residency, student status, employment status, marital status, eligibility for other coverage, or any combination of those factors. A child not listed above who is legally and financially dependent upon the Employee or spouse (or Domestic Partner, if Domestic Partner coverage is elected) is also considered a Dependent child under the Group Health Plan, provided proof of dependency is provided with the child's application.

- Other. Indicate maximum age (age twenty-six (26) and over are available options) and explain any limitations or requirements for extension of coverage beyond the minimum required age of twenty-six (26):  
\_\_\_\_\_

**Termination of coverage upon reaching the Limiting Age:** Coverage is terminated at the end of the coverage period (billing cycle) during which the Dependent child ceases to be eligible, subject to any applicable federal or state law.

**7. Disabled Dependent:** Disabled Dependent means a child who is medically certified as disabled and dependent upon the Employee or his/her spouse (or Domestic Partner if Domestic Partner coverage is elected). To administer medical certification of disabled Dependents, you may select option (a) Standard Rules or (b) Custom Rules. If (b) is selected there are additional selections regarding age, proof of prior coverage, certification review, forms, and previous medical certification approvals.

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- (a)  Disabled Dependent Administration will follow **Standard Rules**.  
A disabled Dependent may continue coverage beyond the limiting age, provided the disability began before the child attained the age of twenty-six (26). A disabled Dependent may add coverage beyond the limiting age, provided the disability began before the child attained the age of twenty-six (26), and proof of coverage as a disabled Dependent is provided.

Certification Review is administered by BCBSOK; a Disabled Dependent Certification Form must be submitted to BCBSOK.

- (b)  Disabled Dependent Administration will follow **Custom Rules**. Please make the following selections:

**Age:** Please select one (1) option regarding age of when the disability began.

- The disability must have begun before the child attained the age of twenty-six (26).  
 All disabled Dependents are covered regardless of when the disability began.

**Proof of Prior Coverage:** Please select required or not required below:

When adding coverage, proof of prior coverage as a disabled Dependent is  required  not required.

**Certification Review:** Please select one (1) option regarding administration of Certification Review.

- Certification Review is administered by BCBSOK; a Disabled Dependent Certification Form must be submitted to BCBSOK.  
 Certification Review is administered by the Employer; there are no Disabled Dependent Certification Form requirements.

**If Certification Review is administered by BCBSOK,** please select one (1) option regarding forms:

- BCBSOK's Disabled Dependent Certification Form will be utilized.  
 A custom/other Disabled Dependent Certification Form will be utilized.

**If Certification Review is administered by BCBSOK,** please select allowed or not allowed below:

An approved disabled Dependent medical certification from a prior carrier is  allowed  not allowed.

An approved disabled Dependent medical certification from a prior BCBS policy is  allowed  not allowed.

8. **Other Eligibility Provisions** (Please explain): \_\_\_\_\_

#### CURRENT ELIGIBILITY INFORMATION

**Total number of Employees (Please indicate the total number of actual Employees, not enrollees):**

1. On payroll \_\_\_\_\_
2. On COBRA continuation coverage \_\_\_\_\_
3. With retiree coverage (if applicable) \_\_\_\_\_
4. Who work part-time and are not eligible \_\_\_\_\_
5. Serving the new hire probationary waiting period (if not waived) \_\_\_\_\_
6. Declining because of other coverage (e.g., other commercial group coverage, Medicare, Medicaid, TRICARE/Champus) \_\_\_\_\_
7. Declining coverage (not covered elsewhere) \_\_\_\_\_

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**RATES (Per Benefit Agreement if different)**

Select rate structure:     2-Tier     3-Tier     4-Tier     5-Tier

PRODUCT/COVERAGE	EE	EE/SP	EE/CH	Family	_____	Medicare Carve-Out	
						EO	ES
Blue Choice PPO <sup>SM</sup>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Blue Options PPO <sup>SM</sup>	\$595.35	\$1,305.33	\$1,067.60	\$1,777.59	\$ _____	\$ _____	\$ _____
Blue Options HSA <sup>SM</sup> (Vendor: <b>Select Vendor</b> )	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Blue Preferred PPO <sup>SM</sup>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Blue Preferred PPO HSA <sup>®</sup> (Vendor: <b>Select Vendor</b> )	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Blue Traditional <sup>®</sup>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
BlueLincs HMO <sup>SM</sup>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
HSA Blue <sup>SM</sup> (Vendor: <b>Select Vendor</b> )	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
FSA (Vendor: <b>Select Vendor</b> )	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Health Reimbursement Account (HRA) (Vendor: <b>Select Vendor</b> )	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Dental	\$27.85	\$62.94	\$51.71	\$86.80	\$ _____	\$ _____	\$ _____
Vision	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Custom Benefits	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

The above initial monthly premium rates shall be in effect beginning on 07/01/2022, and are subject to change by BCBSOK/BlueLincs after the premium rates are in effect for a period of at least 12 months and/or there is a substantial change in the number of covered Employees.

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## OTHER PROVISIONS:

1. **Summary of Benefits and Coverage ("SBC"):** BCBSOK will create the SBC (only for benefits BCBSOK insures under the Group Contract) and provide the SBC to the Employer in electronic format. If the Employer approves of the content, Employer will then distribute the SBC to participants and beneficiaries (or hire a third party to distribute) as required by law. If the Employer would like changes to the SBC, it will promptly notify BCBSOK. BCBSOK will also distribute the SBC to participants and beneficiaries via regular hardcopy mail or electronically in response to occasional requests received directly from individuals. All other distribution is the responsibility of the Employer.
2. **EHB Election:** Employer elects EHBs based on the Oklahoma benchmark.
3.  **Wellbeing Management (WBM)**
4. **Transition Credit:** BCBSOK will provide a one-time transition credit of NA for the twelve (12) month period beginning on the Group Contract Effective Date to be used to cover costs and expenses associated with transitioning medical, prescription, ancillary health or other coverage to BCBSOK and/or costs and expenses associated with transitioning to a new product design with BCBSOK. If Employer cancels before the expiration of the Group Contract period, Employer will be responsible for refunding to BCBSOK the full amount of the transition credit.
5. **Wellness Credit:** BCBSOK will provide a one-time wellness credit of NA for the twelve (12) month period beginning on the Group Contract Effective Date to be used to cover costs and expenses associated with the implementation of a new or to operate an existing wellness program for the benefit of Members. If Employer cancels before the expiration of the Group Contract period, Employer will be responsible for refunding to BCBSOK the full amount of the wellness credit.
6. **Communication Credit:** BCBSOK will provide a one-time communication credit of NA for the twelve (12) month period beginning on the Group Contract Effective Date to be used to cover costs and expenses associated with Member communications and other communication costs associated with electing coverage through BCBSOK. If Employer cancels before the expiration of the Group Contract period, Employer will be responsible for refunding to BCBSOK the full amount of the communication credit.
7. **Reimbursement:** It is understood and agreed that in the event BCBSOK makes a recovery on a third-party liability claim, BCBSOK will retain twenty-five percent (25%) of any recovered amounts, other than recovery amounts received as a result of, or associated with, any Workers' Compensation Law.
8. **Third-Party Recovery Vendors and Law Firms Provisions (other than Reimbursement Services):** BCBSOK engages with third party-recovery vendors and law firms on a post-pay basis to identify and/or recover any potential overpayments that may have been made to Providers.
9.  **Medical and Ancillary Package Pricing:** The rates shown in this Agreement reflect a volume-based discount in an amount up to four percent (4%) of the medical premium for the twelve (12) month period beginning on the Group Contract Effective Date. If the ancillary coverage (BlueCare Dental, Basic Life, Short-Term Disability, Long-Term Disability, Accident, Critical Illness and/or Vision product(s)) lapses during this twelve (12) month period, BCBSOK reserves the right to remove the volume-based discount on medical premium. In such event, upon sixty (60) days prior written notice to Employer, the premium payment will revert to the non-discounted amount.

## ADDITIONAL PROVISIONS:

- A. **Grandfathered Health Plans:** Employer shall provide BCBSOK/BlueLincs with written notice prior to renewal (and during the plan year, at least sixty (60) days advance written notice) of any changes in its Contribution Rate Based on Cost of Coverage or Contribution Rate Based on a Formula towards the cost of any tier of coverage for

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any class of Similarly Situated Individuals as such terms are described in the Affordable Care Act and applicable regulations. Any such changes (or failure to provide timely notice thereof) can result in retroactive and/or prospective changes by BCBSOK/BlueLincs to the terms and conditions of coverage. In no event shall BCBSOK/BlueLincs be responsible for any legal, tax or other ramifications related to any benefit package of any group health insurance coverage (each hereafter a "plan") qualifying as a "grandfathered health plan" under the Affordable Care Act and applicable regulations or any representation regarding any plan's past, present and future grandfathered status. The grandfathered health plan form ("Form"), if any, shall be incorporated by reference and made part of the Large Employer Benefit Program Application and Group Contract, and Employer represents and warrants that such Form is true, complete, and accurate. If Employer fails to timely provide BCBSOK/BlueLincs with any requested grandfathered health plan information, BCBSOK/BlueLincs may make retroactive and/or prospective changes to the terms and conditions of coverage, including changes for compliance with state or federal laws or regulations or interpretations thereof.

**B. Retiree Only Plans and/or Excepted Benefits:** If the Large Employer Benefit Program Application includes any retiree only plans and/or excepted benefits, then Employer represents and warrants that one (1) or more such plans is not subject to some or all of the provisions of Part A (Individual and Group Market Reforms) of Title XXVII of the Public Health Service Act (and/or related provisions in the Internal Revenue Code and Employee Retirement Income Security Act) (an "exempt plan status"). Any determination that a plan does not have exempt plan status can result in retroactive and/or prospective changes by BCBSOK/BlueLincs to the terms and conditions of coverage. In no event shall BCBSOK/BlueLincs be responsible for any legal, tax or other ramifications related to any plan's exempt plan status or any representation regarding any plan's past, present and future exempt plan status.

**C. Religious or Moral Exemption and Eligible Organization Accommodation:** Federal regulations currently exempt health insurance coverage from the Affordable Care Act requirement to cover contraceptive services under guidelines supported by the Health Resources and Services Administration (HRSA) ("contraceptive coverage requirement") if the coverage is provided in connection with a Group Health Plan established or maintained by an objecting entity as provided in 45 C.F.R. 147.132(a) or 45 C.F.R. 147.133(a) ("religious or moral exemption"). In addition, health insurance coverage provided in connection with a Group Health Plan established or maintained by an organization that qualifies for the "eligible organization" as defined in 45 C.F.R. 147.131 may elect an optional accommodation (as described below).

**No:** If No, Employer does not elect to utilize the religious or moral exemption. In the absence of an affirmative election from Employer of "No" or "Yes" in this Section, the Employer is deemed to have elected this "No" box (and no exemption or accommodation will be applied).

**Yes:** If Yes, please choose between (i) or (ii) below:

i.  **Religious Exemption.** The Group Health Plan is established or maintained by an organization that qualifies for a religious exemption as provided in 45 C.F.R. 147.132.

ii.  **Moral Exemption.** The Group Health Plan is established or maintained by an organization that qualifies for a moral exemption as provided in 45 C.F.R. 147.132.

**Also choose between (iii) and (iv) below:**

iii.  **Contraceptive Exemption Election.** Please choose one (1) of the following:

**Note:** If prior to this election, contraceptive coverage is being offered through the Eligible Organization Accommodation described below, this election will be deemed a revocation of use of the Eligible Organization Accommodation. An eligible organization's revocation of use of the Eligible Organization Accommodation will be effective no sooner than the first (1<sup>st</sup>) day of the first (1<sup>st</sup>) plan year that begins on or after thirty (30) days after the date of this revocation.

**Full Contraceptive Exemption.** Coverage for all contraceptive options are excluded from the Group Health Plan. In the absence of an affirmative election from Employer of

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a "Full Contraceptive Exemption" or "Emergency Contraceptive Exemption" in this section, the Employer is deemed to have elected the "Full Contraceptive Exemption" box.

- Emergency Contraceptive Exemption.** Only coverage emergency contraceptive options are excluded from the Group Health Plan.

iv.  **Eligible Organization Accommodation.** Please choose one (1) of the following:

- Full Contraceptive - Eligible Organization Accommodation.** BCBSOK will exclude all contraceptive options from the Group Health Plan and WILL provide separate payments for any such contraceptive services otherwise required to be covered under 45 C.F.R. 141.130(a)(1)(iv) for plan participants and beneficiaries for so long as they remain enrolled in the plan. Employer's Self-Certification(s), or alternate notice permitted by applicable law, for its election (and for the election of every other related organization) to utilize the eligible organization accommodation has been or will be provided to BCBSOK/BlueLincs and is incorporated by reference. Employer acknowledges and agrees that BCBSOK/BlueLincs will rely on such Self-Certification(s) or alternate notice.

- Emergency Contraceptive - Eligible Organization Accommodation.** BCBSOK will exclude only emergency contraceptive coverage from the Group Health Plan and WILL provide separate payments for any such contraceptive services otherwise required to be covered under 45 C.F.R. 141.130(a)(1)(iv) for plan participants and beneficiaries for so long as they remain enrolled in the plan. Employer's Self-Certification(s), or alternate notice permitted by applicable law, for its election (and for the election of every other related organization) to utilize the eligible organization accommodation has been or will be provided to BCBSOK/BlueLincs and is incorporated by reference. Employer acknowledges and agrees that BCBSOK/BlueLincs will rely on such Self-Certification(s) or alternate notice.

Employer will provide BCBSOK/BlueLincs with immediate written notice in the event Employer and/or any of the entities referenced above no longer qualify for the religious or moral exemption and/or eligible organization accommodation (as they may be amended, replaced, or superseded from time to time).

BCBSOK/BlueLincs reserves the right to terminate acceptance of the eligible organization accommodation Self-Certification with advance written notice to the Employer.

In no event will BCBSOK/BlueLincs be responsible for any legal, tax, or other ramifications related to the Employer's elections.

- D. Employer shall indemnify and hold harmless BCBSOK/BlueLincs and its directors, officers and employees against any and all loss, liability, damages, fines, penalties, taxes, expenses (including attorneys' fees and costs) or other costs or obligations resulting from or arising out of any claims, lawsuits, demands, governmental inquiries or actions, settlements or judgments brought or asserted against BCBSOK/BlueLincs in connection with (a) any plan's grandfathered health plan status, (b) any plan's exempt plan status, (c) any directions, actions and interpretations of the Employer, (d) any provision of inaccurate information, (e) the SBC and/or (f) Employer's selection of Essential Health Benefit ("EHB") definition for the purposes of the Patient Protection and Affordable Care Act ("ACA"). Changes in state or federal law or regulations or interpretations thereof may change the terms and conditions of coverage.

Notwithstanding anything in the Group Contract or Renewal(s) to the contrary, BCBSOK/BlueLincs reserves the right to revise our charge for the cost of coverage (premium or other amounts) at any time if any local, state or federal legislation, regulation, rule or guidance (or amendment or clarification thereto) is enacted or becomes effective/implemented, which would require BCBSOK/BlueLincs to pay, submit or forward, on its own behalf or on the Employer's behalf, any additional tax, surcharge, fee, or other amount (all of which may be estimated, allocated or pro-rated amounts).

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The provisions of paragraphs A-D (directly above) shall be in addition to (and do not take the place of) the other terms and conditions of coverage and/or administrative services between the parties.

\_\_\_\_\_

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Employer acknowledges and agrees that unless a change is indicated on this Renewal Addendum, Employer's instructions, acknowledgements and agreements in the BPA and the Group Contract (both as defined above) shall remain in full force and effect.

Travis Murray

Sales Representative

403 405-316-7137

District Fax No. Phone No.

Jordan Cook

Producer Representative

NFP Corporate Service (OK), LLC

Producer Firm

4811 Gaillardia Parkway, Suite 300  
Oklahoma City, OK 73142

Producer Address

002340000

BCBSOK Producer No.

Kevin Smith  
Printed Name of Authorized Employer Representative

  
Signature of Authorized Employer Representative

Chairman, BOCC  
Title

5/31/2022  
Date

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# 6-Tiered Medical Rates

## Pittsburg County

2022 Plan Year

		Current	Renewal w Package Pricing
<b>Recommended 4-Tier Rates</b>			
Employee Only	200	\$595.35	\$595.35
Employee + Spouse	1	\$1,305.33	\$1,305.33
Employee + Child(ren)	5	\$1,067.60	\$1,067.60
Family	1	\$1,777.59	\$1,777.59
<b>Estimated 6-Tier Rates</b>			
Employee Only	200	\$595.35	\$600.66
Employee + Child	4	\$847.97	\$853.28
Employee + Children	1	\$1,067.60	\$1,072.91
Employee + Spouse	1	\$1,305.33	\$1,310.64
Employee + Spouse + Child	1	\$1,557.95	\$1,563.26
Family	0	\$1,777.59	\$1,782.90
<b>Estimated Monthly Premium</b>		<b>\$126,392.76</b>	<b>\$127,490.92</b>
<b>Estimated Annual Premium</b>		<b>\$1,616,713.12</b>	<b>\$1,529,891.04</b>

		Renewal Monthly Premium	Renewal Annual Premium
<b>Recommended 4-Tier Rates</b>			
Employee Only	200	\$119,070.00	\$1,428,840.00
Employee + Spouse	1	\$1,305.33	\$15,663.96
Employee + Child(ren)	5	\$5,338.00	\$64,056.00
Family	1	\$1,777.59	\$21,331.08
		<b>\$127,490.92</b>	<b>\$1,529,891.04</b>
<b>Estimated 6-Tier Rates</b>			
Employee Only	200	\$120,131.02	\$1,441,572.29
Employee + Child	4	\$3,413.10	\$40,957.21
Employee + Children	1	\$1,072.91	\$12,874.86
Employee + Spouse	1	\$1,310.64	\$15,727.62
Employee + Spouse + Child	1	\$1,563.26	\$18,759.06
Family	0	\$0.00	\$0.00
<b>Estimated Premium Collected</b>		<b>\$127,490.92</b>	<b>\$1,529,891.04</b>
<b>Amount Under Funded</b>		<b>\$0.00</b>	<b>\$0.00</b>
<b>EO Increase</b>		<b>\$0.00</b>	

<b>Employer Contribution</b>			
Employee Only	200	\$595.35	\$600.66
Employee + Child	4	\$595.35	\$600.66
Employee + Children	1	\$595.35	\$600.66
Employee + Spouse	1	\$595.35	\$600.66
Employee + Spouse + Child	1	\$595.35	\$600.66
Family	0	\$595.35	\$600.66
<b>Estimated Monthly Premium</b>		<b>\$123,237.45</b>	<b>\$124,335.61</b>
<b>Estimated Annual Premium</b>		<b>\$1,478,849.40</b>	<b>\$1,492,027.32</b>
<b>Annual Dollar Change</b>			<b>\$13,177.92</b>

<b>Employee Contribution</b>			
Employee Only	200	\$0.00	\$0.00
Employee + Child	4	\$252.62	\$252.62
Employee + Children	1	\$472.25	\$472.25
Employee + Spouse	1	\$709.98	\$709.98
Employee + Spouse + Child	1	\$962.60	\$962.60
Family	0	\$1,182.24	\$1,182.24
<b>Estimated Monthly Premium</b>		<b>\$3,155.31</b>	<b>\$3,155.31</b>
<b>Estimated Annual Premium</b>		<b>\$37,863.72</b>	<b>\$37,863.72</b>

\$5.31

\$600.66

\$600.66

\$853.28

\$1,072.91

\$1,310.64

\$1,563.26

\$1,782.90

**SAMPLE PLAN DOCUMENT  
SECTION 125  
FLEXIBLE BENEFIT PLAN**

*The attached plan document and adoption agreement are being provided for illustrative purposes only. Because of differences in facts, circumstances, and the laws of the various states, interested parties should consult their own attorneys. This document is intended as a guide only, for use by local counsel.*



**SECTION 125 FLEXIBLE BENEFIT PLAN  
ADOPTION AGREEMENT**

*The undersigned Employer hereby adopts the Section 125 Flexible Benefit Plan for those Employees who shall qualify as Participants hereunder. The Employer hereby selects the following Plan specifications:*

**A. EMPLOYER INFORMATION**

<b>Name of Employer:</b>	PITTSBURG COUNTY OK
<b>Address:</b>	115 E CARL ALBERT PKWY MCALESTER, OK 74501
<b>Employer Identification Number:</b>	73-6006407
<b>Nature of Business:</b>	MUNICIPALITY
<b>Name of Plan:</b>	PITTSBURG COUNTY OK Flexible Benefit Plan
<b>Plan Number:</b>	501
<b>Plan Description:</b>	125/Flex

**B. EFFECTIVE DATE**

<b>Original effective date of the Plan:</b>	July 1, 2010
<b>If Amendment to existing plan, effective date of amendment:</b>	July 1, 2022

**C. ELIGIBILITY REQUIREMENTS FOR PARTICIPATION**

Eligibility requirements for each component plan under this Section 125 document will be applicable and, if different, will be listed in Item F.

<b>Length of Service:</b>	First day of the month following 60 days.
<b>Retiree Wording:</b>	N/A
<b>Minimum Hours:</b>	All employees with 36 hours of service or more each week. An hour of service is each hour for which an employee receives, or is entitled to receive, payment for performance of duties for the Employer.
<b>Age:</b>	Minimum age of 18.0 years.

**D. PLAN YEAR**

The current plan year will begin on July 1, 2022 and end on June 30, 2023.  
Each subsequent plan year will begin on July 1 and end on June 30.

**E. EMPLOYER CONTRIBUTIONS**

**Non-Elective Contributions:**

The maximum amount available to each Participant for the purchase of elected benefits with non-elective contributions will be:

Employer may furnish a non-elective contribution as shown in the enrollment materials

The Employer may at its sole discretion provide a non-elective contribution to provide benefits for each Participant under the Plan. This amount will be set by the Employer each Plan Year in a uniform and non-discriminatory manner. If this non-elective contribution amount exceeds the cost of benefits elected by the Participant, excess amounts will not be paid to the Participant as taxable cash.

**Elective Contributions  
(Salary Reduction):**

The maximum amount available to each Participant for the purchase of elected benefits through salary reduction will be:

\$25000.00 per plan year, not to exceed 100% of compensation

Each Participant may authorize the Employer to reduce his or her compensation by the amount needed for the purchase of benefits elected, less the amount of non-elective contributions. An election for salary reduction will be made on the benefit election form.



F. **AVAILABLE BENEFITS:** Each of the following components should be considered a plan that comprises this Plan.

1. **Group Medical Insurance** -- The terms, conditions, and limitations for the Group Medical Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

**Blue Cross Blue Shield | American Fidelity Assurance Company  
Accident Only and Hospital Indemnity |  
Eligibility Requirements for Participation, if different than Item C.**

2. **Disability Income Insurance** -- The terms, conditions, and limitations for the Disability Income Insurance will be as set forth in the insurance policy or policies described below: (See Section VI of the Plan Document)

N/A

Eligibility Requirements for Participation, if different than Item C.

3. **Cancer Coverage** -- The terms, conditions, and limitations for the Cancer Coverage will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

**American Fidelity Assurance Company C-11 and subsequent plans |  
Eligibility Requirements for Participation, if different than Item C.**

4. **Dental/Vision Insurance** -- The terms, conditions, and limitations for the Dental/Vision Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

**Blue Cross Blue Shield Dental | Vision Service Plan |  
Eligibility Requirements for Participation, if different than Item C.**

5. **Group Life Insurance** which will be comprised of Group term life insurance and Individual term life insurance under Section 79 of the Code.

The terms, conditions, and limitations for the Group Life Insurance will be as set forth in the insurance policy or policies described below: (See Section VII of the Plan Document)

N/A

Individual life coverage under Section 79 is available as a benefit, and the face amount when combined with the group-term life, if any, N/A exceed \$50,000.  
Eligibility Requirements for Participation, if different than Item C.

6. **Dependent Care Assistance Plan** -- The terms, conditions, and limitations for the Dependent Care Assistance Plan will be as set forth in Section IX of the Plan Document and described below:

Minimum Contribution - \$0.00 per Plan Year

Maximum Contribution - \$5000.00 per Plan Year

Recordkeeper: American Fidelity Assurance Company

Eligibility Requirements for Participation, if different than Item C.

N/A

7. **Medical Expense Reimbursement Plan** (a.k.a. Healthcare Flexible Spending Account) -- The terms, conditions, and limitations for the Medical Expense Reimbursement Plan will be as set forth in Section VIII of the Plan Document and described below:

Minimum Coverage - \$0.00 per Plan Year or a Prorated Amount for a Short Plan Year.

Maximum Coverage - \$2850.00 per Plan Year or a Prorated Amount for a Short Plan Year. In no event can the maximum exceed the limit as indicated by the IRS in accordance with the law.

Recordkeeper: American Fidelity Assurance Company

Restrictions: As outlined in Policy G-905/R1.

**Grace Period:** The Provisions in Section 8.06 of the Plan to permit a Grace Period with respect to the Medical Expense Reimbursement Plan **are not** elected.

**Carryover:** The Provisions in Section 8.07 of the Plan to permit a Carryover with respect to the Medical Expense Reimbursement Plan **are** elected.

Carryover Maximum: \$ per Plan Year.

**HEART Act:** The provisions in Section 8.08 of the Plan to permit the Qualified Reservist Distribution of the Heroes Earnings Assistance and Relief Tax Act (HEART) **are** elected.

Eligibility Requirements for Participation, if different than Item C.

8. **Health Savings Accounts** – The Plan permits contributions to be made to a Health Savings Account on a pretax basis in accordance with Section X of the Plan and the following provisions:

HSA Trustee – N/A

Maximum Contribution – N/A

Limitation on Eligible Medical Expenses – For purposes of the Medical Reimbursement Plan, Eligible Medical Expenses of a Participant that is eligible for and elects to participate in a Health Savings Account shall be limited to expenses for:

N/A

Eligibility Requirements for Participation, if different than Item C.

- a. An Employee must complete a Certification of Health Savings Account Eligibility which confirms that the Participant is an eligible individual who is entitled to establish a Health Savings Account in accordance with Code Section 223(c)(1).
- b. Eligibility for the Health Savings Account shall begin on the later of (i) first day of the month coinciding with or next following the Employee's commencement of coverage under the High Deductible Health Plan, or (ii) the first day following the end of a Grace Period available to the Employee with respect to the Medical Reimbursement Accounts that are not limited to vision and dental expenses (unless the participant has a \$0.00 balance on the last day of the plan year).
- c. An Employee's eligibility for the Health Savings Account shall be determined monthly.

9. **Temporary COVID Relief Amendment**—The Plan permits the following Changes in accordance with Section XIV of the Plan, and as selected by the Employer.

The Plan shall be construed, enforced, administered, and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974, (as amended) if applicable, the Internal Revenue Code of 1986 (as amended), and the laws of the State of Oklahoma. Should any provision be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only, will be deemed not to include the provision determined to be void.

This Plan is hereby adopted 05/31/2022.

PITTSBURG COUNTY OK -  
(Name of Employer)

Signed By: 

Title: Chairman BOCC

**APPENDIX A**

**Related Employers that have adopted this Plan**

Name(s):  
N/A

**THIS DOCUMENT IS NOT COMPLETE WITHOUT SECTIONS I THROUGH XIII**  
PD - 0820 Document ID # 147264MCP #58389 Effective Date:07/01/2022 5/25/22 9:41 AM

## SECTION 125 FLEXIBLE BENEFIT PLAN

### SECTION I

#### PURPOSE

The Employer is establishing this Flexible Benefit Plan in order to make a broader range of benefits available to its Employees and their Beneficiaries. This Plan allows Employees to choose among different types of benefits and select the combination best suited to their individual goals, desires, and needs. These choices include an option to receive certain benefits in lieu of taxable compensation.

In establishing this Plan, the Employer desires to attract, reward, and retain highly qualified, competent Employees, and believes this Plan will help achieve that goal.

It is the intent of the Employer to establish this Plan in conformity with Section 125 of the Internal Revenue Code of 1986, as amended, and in compliance with applicable rules and regulations issued by the Internal Revenue Service. This Plan will grant to eligible Employees an opportunity to purchase qualified benefits which, when purchased alone by the Employer, would not be taxable.

### SECTION II

#### DEFINITIONS

The following words and phrases appear in this Plan and will have the meaning indicated below unless a different meaning is plainly required by the context:

- 2.01                    **Administrator** The Employer unless another has been designated in writing by the Employer as Administrator within the meaning of Section 3(16) of ERISA (if applicable).
- 2.02                    **Beneficiary** Any person or persons designated by a participating Employee to receive any benefit payable under the Plan on account of the Employee's death.
- 2.02a                    **Carryover** The amount equal to the lesser of (a) any unused amounts from the immediately preceding Plan Year or (b) an amount up to \$550, as indexed for inflation, paralleling the indexing applicable to the limit on salary reduction contributions under Code Section 125(i) of the Code, except that in no event may the Carryover be less than five dollars (\$5).
- 2.03                    **Code** Internal Revenue Code of 1986, as amended.
- 2.04                    **Dependent** Any of the following:
- (a)     **Tax Dependent:** A Dependent includes a Participant's spouse and any other person who is a Participant's dependent within the meaning of Code Section 152, provided that, with respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Participant's dependent (i) is any person within the meaning of Code Section 152, determined without regard to Subsections (b)(1), (b)(2),

and (d)(1)(B) thereof, and (ii) includes any child of the Participant to whom Code Section 152(e) applies (such child will be treated as a dependent of both divorced parents).

(b) Student on a Medically Necessary Leave of Absence: With respect to any plan that is considered a group health plan under Michelle's Law (and not a HIPAA excepted benefit under Code Sections 9831(b), (c) and 9832(c)) and to the extent the Employer is required by Michelle's Law to provide continuation coverage, a Dependent includes a child who qualifies as a Tax Dependent (defined in Section 2.04(a)) because of his or her full-time student status, is enrolled in a group health plan, and is on a medically necessary leave of absence from school. The child will continue to be a Dependent if the medically necessary leave of absence commences while the child is suffering from a serious illness or injury, is medically necessary, and causes the child to lose student status for purposes of the group health plan's benefits coverage. Written physician certification that the child is suffering from a serious illness or injury and that the leave of absence is medically necessary is required at the Administrator's request. The child will no longer be considered a Dependent as of the earliest date that the child is no longer on a medically necessary leave of absence, the date that is one year after the first day of the medically necessary leave of absence, or the date benefits would otherwise terminate under either the group health plan or this Plan. Terms related to Michelle's Law, and not otherwise defined, will have the meaning provided under the Michelle's Law provisions of Code Section 9813.

(c) Adult Children: With respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Dependent includes a child of a Participant who as of the end of the calendar year has not attained age 27. A 'child' for purpose of this Section 2.04(c) means an individual who is a son, daughter, stepson, or stepdaughter of the Participant, a legally adopted individual of the Participant, an individual who is lawfully placed with the Participant for legal adoption by the Participant, or an eligible foster child who is placed with the Participant by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction. An adult child described in this Section 2.04(c) is only a Dependent with respect to benefits provided after March 30, 2010 (subject to any other limitations of the Plan).

Dependent for purposes of the Dependent Care Reimbursement Plan is defined in Section 9.04(a).

2.05 **Effective Date** The effective date of this Plan as shown in Item B of the Adoption Agreement.

2.06 **Elective Contribution** The amount the Participant authorizes the Employer to reduce compensation for the purchase of benefits elected.

- 2.07 **Eligible Employee** Employee meeting the eligibility requirements for participation as shown in Item C of the Adoption Agreement.
- 2.08 **Employee** Any person employed by the Employer on or after the Effective Date.
- 2.09 **Employer** The entity shown in Item A of the Adoption Agreement, and any Related Employers authorized to participate in the Plan with the approval of the Employer. Related Employers who participate in this Plan are listed in Appendix A to the Adoption Agreement. For the purposes of Section 11.01 and 11.02, only the Employer as shown in Item A of the Adoption Agreement may amend or terminate the Plan.
- 2.10 **Employer Contributions** Amounts that have not been actually received by the Participant and are available to the Participant for the purpose of selecting benefits under the Plan. This term includes Non-Elective Contributions and Elective Contributions through salary reduction.
- 2.11 **Entry Date** The date that an Employee is eligible to participate in the Plan.
- 2.12 **ERISA** The Employee Retirement Income Security Act of 1974, Public Law 93-406 and all regulations and rulings issued thereunder, as amended (if applicable).
- 2.13 **Fiduciary** The named fiduciary shall mean the Employer, the Administrator and other parties designated as such, but only with respect to any specific duties of each for the Plan as may be set forth in a written agreement.
- 2.14 **Health Savings Account** A "health savings account" as defined in Section 223(d) of the Internal Revenue Code of 1986, as amended established by the Participant with the HSA Trustee.
- 2.15 **HSA Trustee** The Trustee of the Health Savings Account which is designated in Section F.8 of the Adoption Agreement.
- 2.16 **Highly Compensated** Any Employee who at any time during the Plan Year is a "highly compensated employee" as defined in Section 414(q) of the Code.
- 2.17 **High Deductible Health Plan** A health plan that meets the statutory requirements for annual deductibles and out-of-pocket expenses set forth in Code section 223(c)(2).
- 2.18 **HIPAA** The Health Insurance Portability and Accountability Act of 1996, as amended.





those benefit plans. To the extent a Dependent is eligible to receive benefits under a plan listed in Item F, an Eligible Employee may elect coverage under this Plan with respect to such Dependent. Notwithstanding the foregoing, life insurance coverage on the life of a Dependent may not be elected under this Plan.

- 3.02 ENROLLMENT: An eligible Employee may enroll (or re-enroll) in the Plan by submitting to the Employer, during an enrollment period, an Election Form which specifies his or her benefit elections for the Plan Year and which meets such standards for completeness and accuracy as the Employer may establish. A Participant's Election Form shall be completed prior to the beginning of the Plan Year, and shall not be effective prior to the date such form is submitted to the Employer. Any Election Form submitted by a Participant in accordance with this Section shall remain in effect until the earlier of the following dates: the date the Participant terminates participation in the Plan; or, the effective date of a subsequently filed Election Form.

A Participant's right to elect certain benefit coverage shall be limited hereunder to the extent such rights are limited in the Policy. Furthermore, a Participant will not be entitled to revoke an election after a period of coverage has commenced and to make a new election with respect to the remainder of the period of coverage unless both the revocation and the new election are on account of and consistent with a change in status, or other allowable events, as determined by Section 125 of the Internal Revenue Code and the regulations thereunder.

- 3.03 TERMINATION OF PARTICIPATION: A Participant shall continue to participate in the Plan until the earlier of the following dates:
- a. The date the Participant terminates employment by death, disability, retirement or other separation from service; or
  - b. The date the Participant ceases to work for the Employer as an eligible Employee; or
  - c. The date of termination of the Plan; or
  - d. The first date a Participant fails to pay required contributions while on a leave of absence.

- 3.04 SEPARATION FROM SERVICE: The existing elections of an Employee who separates from the employment service of the Employer shall be deemed to be automatically terminated and the Employee will not receive benefits for the remaining portion of the Plan Year.

- 3.05 QUALIFYING LEAVE UNDER FAMILY LEAVE ACT: Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), to the extent required by the FMLA, the Employer will continue to maintain the Participant's existing coverage under the Plan with respect to benefits under Section V and Section VIII of the Plan on the same terms and conditions as though he were still an active Employee. If the Employee opts to continue his coverage, the Employee may pay his Elective Contribution with after-tax dollars while on leave (or pre-tax dollars to the extent he receives compensation during the leave), or the Employee may be given the option to pre-pay all or a portion of his Elective Contribution for the expected duration of the leave on a pre-tax salary reduction basis out of his pre-leave compensation (including unused sick days or vacation) by making a special election to that effect prior to the date such compensation would normally be made available to him (provided, however, that pre-tax dollars may not be utilized to fund coverage during the next plan year), or via other arrangements agreed upon between the Employee and the Administrator (e.g., the Administrator may fund coverage during the leave and withhold amounts upon the Employee's return). Upon return from such leave, the Employee will be permitted to reenter the Plan on the same basis the Employee was participating in the Plan prior to his leave, or as otherwise required by the FMLA.

## SECTION IV

### CONTRIBUTIONS

4.01 EMPLOYER CONTRIBUTIONS: The Employer may pay the costs of the benefits elected under the Plan with funds from the sources indicated in Item E of the Adoption Agreement. The Employer Contribution may be made up of Non-Elective Contributions and/or Elective Contributions authorized by each Participant on a salary reduction basis.

4.02 IRREVOCABILITY OF ELECTIONS: A Participant may file a written election form with the Administrator before the end of the current Plan Year revising the rate of his contributions or discontinuing such contributions effective as of the first day of the next following Plan Year. The Participant's Elective Contributions will automatically terminate as of the date his employment terminates. Except as provided in this Section 4.02 and Section 4.03, a Participant's election under the Plan is irrevocable for the duration of the plan year to which it relates. The exceptions to the irrevocability requirement which would permit a mid-year election change in benefits and the salary reduction amount elected are set out in the Treasury regulations promulgated under Code Section 125, which include the following:

(a) Change in Status. A Participant may change or revoke his election under the Plan upon the occurrence of a valid change in status, but only if such change or termination is made on account of, and is consistent with, the change in status in accordance with the Treasury regulations promulgated under Section 125. The Employer, in its sole discretion as Administrator, shall determine whether a requested change is on account of and consistent with a change in status, as follows:

- (1) Change in Employee's legal marital status, including marriage, divorce, death of spouse, legal separation, and annulment;
- (2) Change in number of Dependents, including birth, adoption, placement for adoption, and death;
- (3) Change in employment status, including any employment status change affecting benefit eligibility of the Employee, spouse or Dependent, such as termination or commencement of employment, change in hours, strike or lockout, a commencement or return from an unpaid leave of absence, and a change in work site. If the eligibility for either the cafeteria Plan or any underlying benefit plans of the Employer of the Employee, spouse or Dependent relies on the employment status of that individual, and there is a change in that individual's employment status resulting in gaining or losing eligibility under the Plan, this constitutes a valid change in status. This category only applies if benefit eligibility is lost or gained as a result of the event. If an Employee terminates and is rehired within 30 days, the Employee is required to step back into his previous election. If the Employee terminates and is rehired after 30 days, the Employee may either step back into the previous election or make a new election;
- (4) Dependent satisfies, or ceases to satisfy, Dependent eligibility requirements due to attainment of age, gain or loss of student status, marriage or any similar circumstances; and
- (5) Residence change of Employee, spouse or Dependent, affecting the Employee's eligibility for coverage.

(b) Special Enrollment Rights. If a Participant or his or her spouse or Dependent is entitled to special enrollment rights under a group health plan (other than an excepted benefit), as required by HIPAA under Code Section 9801(f), then a Participant may revoke a prior election for group health plan coverage and make a new election, provided that the election change corresponds with such HIPAA special enrollment right. As required by HIPAA, a special enrollment right will arise in the following circumstances: (i) a Participant or his or her spouse or Dependent declined to enroll in

group health plan coverage because he or she had coverage, and eligibility for such coverage is subsequently lost because the coverage was provided under COBRA and the COBRA coverage was exhausted, or the coverage was non-COBRA coverage and the coverage terminated due to loss of eligibility for coverage or the employer contributions for the coverage were terminated; (ii) a new Dependent is acquired as a result of marriage, birth, adoption, or placement for adoption; (iii) the Participant's or his or her spouse's or Dependent's coverage under a Medicaid plan or under a children's health insurance program (CHIP) is terminated as a result of loss of eligibility for such coverage and the Participant requests coverage under the group health plan not later than 60 days after the date of termination of such coverage; or (iv) the Participant, his or her spouse or Dependent becomes eligible for a state premium assistance subsidy from a Medicaid plan or through a state children's insurance program with respect to coverage under the group health plan and the Participant requests coverage under the group health plan not later than 60 days after the date the Participant, his or her spouse or Dependent is determined to be eligible for such assistance. An election change under (iii) or (iv) of this provision must be requested within 60 days after the termination of Medicaid or state health plan coverage or the determination of eligibility for a state premium assistance subsidy, as applicable. Special enrollment rights under the health insurance plan will be determined by the terms of the health insurance plan.

- (c) Certain Judgments, Decrees or Orders. If a judgment, decree or order resulting from a divorce, legal separation, annulment or change in legal custody (including a qualified medical child support order [QMCSO]) requires accident or health coverage for a Participant's child or for a foster child who is a dependent of the Participant, the Participant may have a mid-year election change to add or drop coverage consistent with the Order.
- (d) Entitlement to Medicare or Medicaid. If a Participant, Participant's spouse or Participant's Dependent who is enrolled in an accident or health plan of the Employer becomes entitled to Medicare or Medicaid (other than coverage consisting solely of benefits under Section 1928 of the Social Security Act providing for pediatric vaccines), the Participant may cancel or reduce health coverage under the Employer's Plan. Loss of Medicare or Medicaid entitlement would allow the Participant to add health coverage under the Employer's Plan.
- (e) Family Medical Leave Act. If an Employee is taking leave under the rules of the Family Medical Leave Act, the Employee may revoke previous elections and re-elect benefits upon return to work.
- (f) COBRA Qualifying Event. If an Employee has a COBRA qualifying event (a reduction in hours of the Employee, or a Dependent ceases eligibility), the Employee may increase his pre-tax contributions for coverage under the Employer's Plan if a COBRA event occurs with respect to the Employee, the Employee's spouse or Dependent. The COBRA rule does not apply to COBRA coverage under another Employer's Plan.
- (g) Changes in Eligibility for Adult Children. To the extent the Employer amends a plan listed in Item F of the Adoption Agreement that provides benefits that are excluded from an Employee's income under Code Section 105 to provide that Adult Children (as defined in Section 2.04(c)) are eligible to receive benefits under the plan, an Eligible Employee may make or change an election under this Plan to add coverage for the Adult Child and to make any corresponding change to the Eligible Employee's coverage that is consistent with adding coverage for the Adult Child.
- (h) Cancellation due to reduction in hours of service. A Participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:

- (i) The Participant has been in an employment status under which the Participant was reasonably expected to average at least 30 hours of service per week and there is a change in that Participant's status so that the Participant will reasonably be expected to average less than 30 hours of service per week after the change, even if that reduction does not result in the Participant ceasing to be eligible under the group health plan; and
  - (ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the cancellation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is cancelled.
- (i) Cancellation due to enrollment in a Qualified Health Plan. A participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:
- (i) The Participant is eligible for a Special Enrollment Period (as defined in Code Section 9801(f)) to enroll in a Qualified Health Plan(as described in section 1311 of the Patient Protection and Affordable Care Act (PPACA)) through a competitive marketplace established under section 1311(c) of PPACA (Marketplace), pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or the Participant seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; and
  - (ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant and any related individuals who cease coverage due to the cancellation in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is cancelled.

Notwithstanding anything to the contrary in this Section 4.02, the change in election rules in this Section 4.02 do not apply to the Medical Expense Reimbursement Plan, or may not be modified with respect to the Medical Expense Reimbursement Plan if the Plan is being administered by a Recordkeeper other than the Employer, unless the Employer and the Recordkeeper otherwise agree in writing.

4.03 OTHER EXCEPTIONS TO IRREVOCABILITY OF ELECTIONS. Other exceptions to the irrevocability of election requirement permit mid-year election changes and apply to all qualified benefits except for Medical Expense Reimbursement Plans, as follows:

- (a) Change in Cost. If the cost of a benefit package option under the Plan significantly increases during the plan year, Participants may (i) make a corresponding increase in their salary reduction amount, (ii) revoke their elections and make a prospective election under another benefit option offering similar coverage, or (iii) revoke election completely if no similar coverage is available, including in spouse or dependent's plan. If the cost significantly decreases, employees may elect coverage even if they had not previously participated and may drop their previous election for a similar coverage option in order to elect the benefit package option that has decreased in cost

during the year. If the increased or decreased cost of a benefit package option under the Plan is insignificant, the participant's salary reduction amount shall be automatically adjusted.

(b) Significant curtailment of coverage.

(i) With no loss of coverage. If the coverage under a benefit package option is significantly curtailed or ceases during the Plan Year, affected Participants may revoke their elections for the curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage.

(ii) With loss of coverage. If there is a significant curtailment of coverage with loss of coverage, affected Participants may revoke election for curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage, or drop coverage if no similar benefit package option is available.

(c) Addition or Significant Improvement of Benefit Package Option. If during the Plan Year a new benefit package option is added or significantly improved, eligible employees, whether currently participating or not, may revoke their existing election and elect the newly added or newly improved option.

(d) Change in Coverage of a Spouse or Dependent Under Another Employer's Plan. If there is a change in coverage of a spouse, former spouse, or Dependent under another employer's plan, a Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of the spouse or Dependent. This rule applies if (1) mandatory changes in coverage are initiated by either the insurer of spouse's plan or by the spouse's employer, or (2) optional changes are initiated by the spouse's employer or by the spouse through open enrollment.

(e) Loss of coverage under other group health coverage. If during the Plan Year coverage is lost under any group health coverage sponsored by a governmental or educational institution, a Participant may prospectively change his or her election to add group health coverage for the affected Participant or his or her spouse or dependent.

4.04 CASH BENEFIT: Available amounts not used for the purchase of benefits under this Plan may be considered a cash benefit under the Plan payable to the Participant as taxable income to the extent indicated in Item E of the Adoption Agreement.

4.05 PAYMENT FROM EMPLOYER'S GENERAL ASSETS: Payment of benefits under this Plan shall be made by the Employer from Elective Contributions which shall be held as a part of its general assets.

4.06 EMPLOYER MAY HOLD ELECTIVE CONTRIBUTIONS: Pending payment of benefits in accordance with the terms of this Plan, Elective Contributions may be retained by the Employer in a separate account or, if elected by the Employer and as permitted or required by regulations of the Internal Revenue Service, Department of Labor or other governmental agency, such amounts of Elective Contributions may be held in a trust pending payment.

4.07 MAXIMUM EMPLOYER CONTRIBUTIONS: With respect to each Participant, the maximum amount made available to pay benefits for any Plan Year shall not exceed the Employer's Contribution specified in the Adoption Agreement and as provided in this Plan.

## SECTION V

### GROUP MEDICAL INSURANCE BENEFIT PLAN

- 5.01 PURPOSE: These benefits provide the group medical insurance benefits to Participants.
- 5.02 ELIGIBILITY: Eligibility will be as required in Items F(1), F(3), and F(4) of the Adoption Agreement.
- 5.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Items F(1), F(3), and F(4) of the Adoption Agreement.
- 5.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.
- 5.05 COBRA: To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA, Participants and Dependents shall be entitled to continued participation in this Group Medical Insurance Benefit Plan by contributing monthly (from their personal assets previously subject to taxation) 102% of the amount of the premium for the desired benefit during the period that such individual is entitled to elect continuation coverage, provided, however, in the event the continuation period is extended to 29 months due to disability, the premium to be paid for continuation coverage for the 11 month extension period shall be 150% of the applicable premium.
- 5.06 SECTION 105 AND 106 PLAN: It is the intention of the Employer that these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 105 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention. It is also the intention of the Employer to comply with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 as outlined in the policies identified in the Adoption Agreement.
- 5.07 CONTRIBUTIONS: Contributions for these benefits will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.
- 5.08 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT: Notwithstanding anything to the contrary herein, the Group Medical Insurance Benefit Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).

## SECTION VI

### DISABILITY INCOME BENEFIT PLAN

- 6.01 PURPOSE: This benefit provides disability insurance designated to provide income to Participants during periods of absence from employment because of disability.
- 6.02 ELIGIBILITY: Eligibility will be as required in Item F(2) of the Adoption Agreement.
- 6.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(2) of the Adoption Agreement.

- 6.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the Disability Income Benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.
- 6.05 SECTION 104 AND 106 PLAN: It is the intention of the Employer that the premiums paid for these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 104 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.
- 6.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.

## SECTION VII

### GROUP AND INDIVIDUAL LIFE INSURANCE PLAN

- 7.01 PURPOSE: This benefit provides group life insurance benefits to Participants and may provide certain individual policies as provided for in Item F(5) of the Adoption Agreement.
- 7.02 ELIGIBILITY: Eligibility will be as required in Item F(5) of the Adoption Agreement.
- 7.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(5) of the Adoption Agreement.
- 7.04 TERMS, CONDITIONS, AND LIMITATIONS: The terms, conditions, and limitations of the group life insurance are specifically described in the Policy identified in the Adoption Agreement.
- 7.05 SECTION 79 PLAN: It is the intention of the Employer that the premiums paid for the benefits described in Item F(5) of the Adoption Agreement shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan to the extent provided in Code Section 79, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.
- 7.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement. Any individual policies purchased by the Employer for the Participant will be owned by the Participant.

## SECTION VIII

### MEDICAL EXPENSE REIMBURSEMENT PLAN

- 8.01 PURPOSE: The Medical Expense Reimbursement Plan is designed to provide for reimbursement of Eligible Medical Expenses (as defined in Section 8.04) that are not reimbursed under an insurance plan, through damages, or from any other source. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Sections 105 and 106, for Participants who elect this benefit and all provisions of this Section VIII shall be construed in a manner consistent with that intention.
- 8.02 ELIGIBILITY: The eligibility provisions are set forth in Item F(7) of the Adoption Agreement.

8.03 TERMS, CONDITIONS, AND LIMITATIONS:

- a. Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Medical Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.
- b. Maximum benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's Elective Contribution allocated to the program during the Plan Year, not to exceed the maximum amount set forth in Item F(7) of the Adoption Agreement.
- c. Claim Procedure. In order to be reimbursed for any medical expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of expense as determined by the Reimbursement Recordkeeper. Forms for reimbursement of Eligible Medical Expenses must be submitted no later than the last day of the third month following the last day of the Plan Year during which the Eligible Medical Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.
- d. Funding. The funding of the Medical Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administrative expenses become due and payable under this Medical Expense Reimbursement Plan.
- e. Forfeiture. Subject to Section 8.06 and 8.07, any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Medical Expenses incurred during the Participant's participation during the Plan Year shall be forfeited and shall remain assets of the Plan. With respect to a Participant who terminates employment with the Employer and who has not elected to continue coverage under this Plan pursuant to COBRA rights referenced under Section 8.03(f) herein, such Participant shall not be entitled to reimbursement for Eligible Medical Expenses incurred after his termination date regardless if such Participant has any amounts of Employer Contributions remaining to his credit. Upon the death of any Participant who has any amounts of Employer Contributions remaining to his credit, a dependent of the Participant may elect to continue to claim reimbursement for Eligible Medical Expenses in the same manner as the Participant could have for the balance of the Plan Year.
- f. COBRA. To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA ("COBRA"), a Participant and a Participant's Dependents shall be entitled to elect continued participation in this Medical Expense Reimbursement Plan only through the end of the plan year in which the qualifying event occurs, by contributing monthly (from their personal assets previously subject to taxation) to the Employer/Administrator, 102% of the amount of desired reimbursement through the end of the Plan Year in which the qualifying event occurs. Specifically, such individuals will be eligible for COBRA continuation coverage only if they



have a positive Medical Expense Reimbursement Account balance on the date of the qualifying event. Participants who have a deficit balance in their Medical Expense Reimbursement Account on the date of their qualifying event shall not be entitled to elect COBRA coverage. In lieu of COBRA, Participants may continue their coverage through the end of the current Plan Year by paying those premiums out of their last paycheck on a pre-tax basis.

- g. Nondiscrimination. Benefits provided under this Medical Expense Reimbursement Plan shall not be provided in a manner that discriminates in favor of Employees or Dependents who are highly compensated individuals, as provided under Section 105(h) of the Code and regulations promulgated thereunder.
- h. Uniform Coverage Rule. Notwithstanding that a Participant has not had withheld and credited to his account all of his contributions elected with respect to a particular Plan Year, the entire aggregate annual amount elected with respect to this Medical Expense Reimbursement Plan (increased by any Carryover to the Plan Year), shall be available at all times during such Plan Year to reimburse the participant for Eligible Medical Expenses with respect to this Medical Expense Reimbursement Plan. To the extent contributions with respect to this Medical Expense Reimbursement Plan are insufficient to pay such Eligible Medical Expenses, it shall be the Employer's obligation to provide adequate funds to cover any short fall for such Eligible Medical Expenses for a Participant; provided subsequent contributions with respect to this Medical Expense Reimbursement Plan by the Participant shall be available to reimburse the Employer for funds advanced to cover a previous short fall.
- i. Uniformed Services Employment and Reemployment Rights Act. Notwithstanding anything to the contrary herein, this Medical Expense Reimbursement Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).
- j. Proration of Limit. In the event that the Employer has purchased a uniform coverage risk policy from the Recordkeeper, then the Maximum Coverage amount specified in Section F.7 of the Adoption Agreement shall be pro rated with respect to (i) an Employee who becomes a Participant and enters the Plan during the Plan Year, and (ii) short plan years initiated by the Employer. Such Maximum Coverage amount will be pro rated by dividing the annual Maximum Coverage amount by 12, and multiplying the quotient by the number of remaining months in the Plan Year for the new Participant or the number of months in the short Plan Year, as applicable.
- k. Continuation Coverage for Certain Dependent Children. In the event that benefits under the Medical Expense Reimbursement Plan does not qualify for the exception from the portability rules of HIPAA, then, effective for Plan Years beginning on or after October 9, 2009, notwithstanding the foregoing provisions, coverage for a Dependent child who is enrolled in the Medical Expense Reimbursement Plan as a student at a post-secondary educational institution will not terminate due to a medically necessary leave of absence before a date that is the earlier of:
- the date that is one year after the first day of the medically necessary leave of absence; or
  - the date on which such coverage would otherwise terminate under the terms of the Plan.

For purposes of this paragraph, "medically necessary leave of absence" means a leave of absence of the child from a post-secondary educational institution, or any other change in enrollment of the child at the institution, that: (i) commences while the child is suffering from a

serious illness or injury; (ii) is medically necessary; and (iii) causes the child to lose student status for purposes of coverage under the terms of the Plan. A written certification must be provided by a treating physician of the dependent child to the Plan in order for the continuation coverage requirement to apply. The physician's certification must state that the child is suffering from a serious illness or injury and that the leave of absence (or other change in enrollment) is medically necessary.

#### 8.04 ELIGIBLE MEDICAL EXPENSES:

- a. Eligible Medical Expense in General. The phrase 'Eligible Medical Expense' means any expense incurred by a Participant or any of his Dependents (subject to the restrictions in Sections 8.04(b) and (c)) during a Plan Year that (i) qualifies as an expense incurred by the Participant or Dependents for medical care as defined in Code Section 213(d) and meets the requirements outlined in Code Section 125, (ii) is excluded from gross income of the Participant under Code Section 105(b), and (iii) has not been and will not be paid or reimbursed by any other insurance plan, through damages, or from any other source. Notwithstanding the above, capital expenditures are not Eligible Medical Expenses under this Plan.
- b. Expenses Incurred After Commencement of Participation. Only medical care expenses incurred by a Participant or the Participant's Dependent(s) on or after the date such Participant commenced participation in the Medical Expense Reimbursement Plan shall constitute an Eligible Medical Expense.
- c. Eligible Expenses Incurred by Dependents. For purposes of this Section, Eligible Medical Expenses incurred by Dependents defined in Section 2.04(c) are eligible for reimbursement if incurred after March 30, 2010; Eligible Medical Expenses incurred by Dependents defined in Sections 2.04(a) and (b) are eligible for reimbursement if incurred either before or after March 30, 2010 (subject to the restrictions of Section 8.04(b)).
- d. Health Savings Accounts. If the Employer has elected in Item F.8 of the Adoption Agreement to allow Eligible Employees to contribute to Health Savings Accounts under the Plan, then for a Participant who is eligible for and elects to contribute to a Health Savings Accounts, Eligible Medical Expenses shall be limited as set forth in Item F.8 of the Adoption Agreement.

#### 8.05 USE OF DEBIT CARD: In the event that the Employer elects to allow the use of debit cards ("Debit Cards") for reimbursement of Eligible Medical Expenses under the Medical Expense Reimbursement Plan, the provisions described in this Section shall apply.

- a. Substantiation. The following procedures shall be applied for purposes of substantiating claimed Eligible Medical Expenses after the use of a Debit Card to pay the claimed Eligible Medical Expense:
  - (i) If the dollar amount of the transaction at a health care provider equals the dollar amount of the co-payment for that service under the Employer's major medical plan of the specific employee-cardholder, the charge is fully substantiated without the need for submission of a receipt or further review.
  - (ii) If the merchant, service provider, or other independent third-party (e.g., pharmacy benefit manager), at the time and point of sale, provides information to

verify to the Recordkeeper (including electronically by e-mail, the internet, intranet, or telephone) that the charge is for a medical expense, the charge is fully substantiated without the need for submission of a receipt or further review.

- b. Status of Charges. All charges to a Debit Card, other than co-payments and real-time substantiation as described in Subsection (a) above, are treated as conditional pending confirmation of the charge, and additional third-party information, such as merchant or service provider receipts, describing the service or product, the date of the service or sale, and the amount, must be submitted for review and substantiation.
- c. Correction Procedures for Improper Payments. In the event that a claim has been reimbursed and is subsequently identified as not qualifying for reimbursement, one or all of the following procedures shall apply:
- (i) First, upon the Recordkeeper's identification of the improper payment, the Eligible Employee will be required to pay back to the Plan an amount equal to the improper payment.
  - (ii) Second, where the Eligible Employee does not pay back to the Plan the amount of the improper payment, the Employer will have the amount of the improper payment withheld from the Eligible Employee's wages or other compensation to the extent consistent with applicable law.
  - (iii) Third, if the improper payment still remains outstanding, the Plan may utilize a claim substitution or offset approach to resolve improper claims payments.
  - (iv) If the above correction efforts prove unsuccessful, or are otherwise unavailable, the Eligible Employee will remain indebted to the Employer for the amount of the improper payment. In that event and consistent with its business practices, the Employer may treat the payment as it would any other business indebtedness.
  - (v) In addition to the above, the Employer and the Plan may take other actions they may deem necessary, in their sole discretion, to ensure that further violations of the terms of the Debit Card do not occur, including, but not limited to, denial of access to the Debit Card until the indebtedness is repaid by the Eligible Employee.
- d. Intent to Comply with Rev. Rul. 2003-43. It is the Employer's intent that any use of Debit Cards to pay Eligible Medical Expenses shall comply with the guidelines for use of such cards set forth in Rev. Rul. 2003-43, and this Section 8.05 shall be construed and interpreted in a manner necessary to comply with such guidelines.

8.06 GRACE PERIOD: If the Employer elects in Section F.7 of the Adoption Agreement to permit a Grace Period with respect to the Medical Reimbursement Plan, the provisions of this Section 8.06 shall apply. Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2005-42, a Participant who has unused contributions relating to the Medical Reimbursement Plan from the immediately preceding Plan Year, and who incurs Eligible Medical Expenses for such qualified benefit during the Grace Period, may be paid or reimbursed for those Eligible Medical Expenses from the unused contributions as if the expenses had been incurred in the immediately preceding Plan Year. For purposes of this Section, 'Grace Period' shall mean the period extending to the 15<sup>th</sup> day of the third calendar month after the end of the immediately preceding Plan Year to which it relates. Eligible

Medical Expenses incurred during the Grace Period shall be reimbursed first from unused contributions allocated to the Medical Reimbursement Plan for the prior Plan Year, and then from unused contributions for the current Plan Year, if participant is enrolled in current Plan Year.

- 8.07 CARRYOVER: If the Employer elects in Section F.7 of the Adoption Agreement to permit a Carryover with respect to the Medical Reimbursement Plan, the provisions of this Section 8.07 shall apply. Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2013-71, the Carryover for a Participant who has an amount remaining unused as of the end of the run-off period for the Plan Year, may be used to pay or reimburse Eligible Medical Expenses during the following entire Plan Year. The Carryover does not count against or otherwise affect the Maximum benefit set forth in Section 8.03 (b). Eligible Medical Expenses incurred during a Plan Year shall be reimbursed first from unused contributions for the current Plan Year, and then from any Carryover carried over from the preceding Plan Year. Any unused amounts from the prior Plan Year that are used to reimburse a current Plan Year expense (a) reduce the amounts available to pay prior Plan Year expenses during the run-off period, (b) must be counted against any Carryover amount from the prior Plan Year, and (c) cannot exceed the maximum Carryover from the prior Plan Year. If the Employer elects to apply Section 8.06 in Section F.7 of the Adoption Agreement, this Section 8.07 shall not apply.
- 8.08 QUALIFIED RESERVIST DISTRIBUTIONS: Notwithstanding anything in the Plan to the contrary, an individual who, by reason of being a member of a reserve component (as defined in 37 U.S.C. § 101), is ordered or called to active duty for a period in excess of 179 days or for an indefinite period may elect to receive a distribution of all or a portion of the unused Elective Contributions in his or her Account relating to the Medical Expense Reimbursement Plan if the distribution is made during the period beginning on the date of such order or call and ending on the last date that reimbursements could otherwise be made under the Plan for the Plan Year that includes the date of such order or call. If the distribution is for the entire amount of unused Elective Contributions available in the Medical Expense Reimbursement Plan, then no additional reimbursement requests will be processed for the remainder of the Plan Year.

## SECTION IX

### DEPENDENT CARE REIMBURSEMENT PLAN

- 9.01 PURPOSE: The Dependent Care Reimbursement Plan is designed to provide for reimbursement of certain employment-related dependent care expenses of the Participant. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Section 129, for Participants who elect this benefit, and all provisions of this Section IX shall be construed in a manner consistent with that intention.
- 9.02 ELIGIBILITY: The eligibility provisions are set forth in Item F(6) of the Adoption Agreement.
- 9.03 TERMS, CONDITIONS, AND LIMITATIONS:
- a. Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Dependent Care Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.

- b. Maximum Benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's allocation to the program during the Plan Year not to exceed the maximum amount set forth in Item F(6) of the adoption agreement.

For purpose of this Section IX, the phrase "earned income" shall mean wages, salaries, tips and other employee compensation, but only if such amounts are includible in gross income for the taxable year. A Participant's spouse who is physically or mentally incapable of self-care as described in Section 9.04(a)(ii) or a spouse who is a full-time student within the meaning of Code Section 21(e)(7) shall be deemed to have earned income for each month in which such spouse is so disabled (or a full-time student). The amount of such deemed earned income shall be \$250 per month in the case of one Dependent and \$500 per month in the case of two or more Dependents.

- c. Claim Procedure. In order to be reimbursed for any dependent care expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense from an independent third party acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of the expense as determined by the Reimbursement Recordkeeper. Claims for reimbursement of Eligible Dependent Care Expenses must be submitted no later than the last day of the third month following the last day of the Plan Year during which the Eligible Dependent Care Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of the incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.
- d. Funding. The funding of the Dependent Care Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administration expenses become due and payable under this Dependent Care Expense Reimbursement Plan.
- e. Forfeiture. Any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Dependent Care Expenses incurred during the Plan Year shall be forfeited and remain assets of the Plan.
- f. Nondiscrimination. Benefits provided under this Dependent Care Reimbursement Plan shall not be provided in a manner that discriminates in favor of Highly Compensated Employees (as defined in Code Section 414(q)) or their dependents, as provided in Code Section 129. In addition, no more than 25 percent of the aggregate Eligible Dependent Care Expenses shall be reimbursed during a Plan Year to five percent owners, as provided in Code Section 129.

#### 9.04 DEFINITIONS:

- a. "Dependent" (for purposes of this Section IX) means any individual who is:
- (i) a Participant's qualifying child (as defined in Code Section 152 (c)) who has not attained the age of 13; or

- (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively) or the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the taxpayer for more than half of the taxable year. For purposes of this Dependent Care Reimbursement Plan, an individual shall be considered physically or mentally incapable of self-care if, as a result of a physical or mental defect, the individual is incapable of caring for his or her hygienic or nutritional needs, or requires full-time attention of another person for his or her own safety or the safety of others.
- b. "Dependent Care Center" (for purposes of this Section IX) shall be a facility which:
- (i) provides care for more than six individuals (other than individuals who reside at the facility);
  - (ii) receives a fee, payment, or grant for providing services for any of the individuals (regardless of whether such facility is operated for profit); and
  - (iii) satisfies all applicable laws and regulations of a state or unit of local government.
- c. "Eligible Dependent Care Expenses" (for purposes of this Section IX) shall mean expenses incurred by a Participant which are:
- (i) incurred for the care of a Dependent of the Participant or for related household services;
  - (ii) paid or payable to a Dependent Care Service Provider; and
  - (iii) incurred to enable the Participant to be gainfully employed for any period for which there are one or more Dependents with respect to the Participant.
- "Eligible Dependent Care Expenses" shall not include expenses incurred for services outside the Participant's household for the care of a Dependent unless such Dependent is (i) a qualifying child (as defined in Code Section 152 (c)) under the age of 13, or (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively)), who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year, or (iii) the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year. Eligible Dependent Care Expenses shall be deemed to be incurred at the time the services to which the expenses relate are rendered.
- d. "Dependent Care Service Provider" (for purposes of this Section IX) means:
- (i) a Dependent Care Center, or
  - (ii) a person who provides care or other services described in Section 9.04(b) and who is not a related individual described in Section 129(c) of the Code.

## SECTION X

### HEALTH SAVINGS ACCOUNTS

- 10.01 PURPOSE: If elected by the Employer in Section F.8 of the Adoption Agreement, the Plan will permit pre-tax contributions to the Health Savings Account, and the provisions of this Article X shall apply.
- 10.02 BENEFITS: A Participant can elect benefits under the Health Savings Accounts portion of this Plan by electing to pay his or her Health Savings Account contributions on a pre-tax salary reduction basis. In

addition, the Employer may make contributions to the Health Savings Account for the benefit of the Participant.

10.03 TERMS, CONDITIONS AND LIMITATION:

- a. Maximum Benefit. The maximum annual contributions that may be made to a Participant's Health Savings Account under this Plan is set forth in Section F.8 of the Adoption Agreement.
- b. Mid-Year Election Changes. Notwithstanding any to the contrary herein, a Participant election with respect to contributions for the Health Savings Account shall be revocable during the duration of the Plan Year to which the election relates. Consequently, a Participant may change his or her election with respect to contributions for the Health Savings Account at any time.

10.04 RESTRICTIONS ON MEDICAL REIMBURSEMENT PLAN: If the Employer has elected in Section F.8 of the Adoption Agreement both Health Savings Accounts under this Plan and the Medical Expense Reimbursement Plan, then the Eligible Medical Expenses that may be reimbursed under the Medical Reimbursement Plan for Participants who are eligible for and elect to participate in Health Savings Accounts shall be limited as set forth in Section F.8 of the Adoption Agreement.

10.05 NO ESTABLISHMENT OF ERISA PLAN: It is the intent of the Employer that the establishment of Health Savings Accounts are completely voluntary on the part of Participants, and that, in accordance with Department of Labor Field Assistance Bulletin 2004-1, the Health Savings Accounts are not "employee welfare benefit plans" for purposes of Title I of ERISA.

## SECTION XI

### AMENDMENT AND TERMINATION

- 11.01 AMENDMENT: The Employer shall have the right at any time, and from time to time, to amend, in whole or in part, any or all of the provisions of this Plan, provided that no such amendment shall change the terms and conditions of payment of any benefits to which Participants and covered dependents otherwise have become entitled to under the provisions of the Plan, unless such amendment is made to comply with federal or local laws or regulations. The Employer also shall have the right to make any amendment retroactively which is necessary to bring the Plan into conformity with the Code. In addition, the Employer may amend any provisions or any supplements to the Plan and may merge or combine supplements or add additional supplements to the Plan, or separate existing supplements into an additional number of supplements.
- 11.02 TERMINATION: The Employer shall have the right at any time to terminate this Plan, provided that such termination shall not eliminate any obligations of the Employer which therefore have arisen under the Plan.

## SECTION XII

### ADMINISTRATION

- 12.01 NAMED FIDUCIARIES: The Administrator shall be the fiduciary of the Plan.

12.02 APPOINTMENT OF RECORDKEEPER: The Employer may appoint a Reimbursement Recordkeeper which shall have the power and responsibility of performing recordkeeping and other ministerial duties arising under the Medical Expense Reimbursement Plan and the Dependent Care Reimbursement Plan provisions of this Plan. The Reimbursement Recordkeeper shall serve at the pleasure of, and may be removed by, the Employer without cause. The Recordkeeper shall receive reasonable compensation for its services as shall be agreed upon from time to time between the Administrator and the Recordkeeper.

12.03 POWERS AND RESPONSIBILITIES OF ADMINISTRATOR:

- a. General. The Administrator shall be vested with all powers and authority necessary in order to amend and administer the Plan, and is authorized to make such rules and regulations as it may deem necessary to carry out the provisions of the Plan. The Administrator shall determine any questions arising in the administration (including all questions of eligibility and determination of amount, time and manner of payments of benefits), construction, interpretation and application of the Plan, and the decision of the Administrator shall be final and binding on all persons.
- b. Recordkeeping. The Administrator shall keep full and complete records of the administration of the Plan. The Administrator shall prepare such reports and such information concerning the Plan and the administration thereof by the Administrator as may be required under the Code or ERISA and the regulations promulgated thereunder.
- c. Inspection of Records. The Administrator shall, during normal business hours, make available to each Participant for examination by the Participant at the principal office of the Administrator a copy of the Plan and such records of the Administrator as may pertain to such Participant. No Participant shall have the right to inquire as to or inspect the accounts or records with respect to other Participants.

12.04 COMPENSATION AND EXPENSES OF ADMINISTRATOR: The Administrator shall serve without compensation for services as such. All expenses of the Administrator shall be paid by the Employer. Such expenses shall include any expense incident to the functioning of the Plan, including, but not limited to, attorneys' fees, accounting and clerical charges, actuary fees and other costs of administering the Plan.

12.05 LIABILITY OF ADMINISTRATOR: Except as prohibited by law, the Administrator shall not be liable personally for any loss or damage or depreciation which may result in connection with the exercise of duties or of discretion hereunder or upon any other act or omission hereunder except when due to willful misconduct. In the event the Administrator is not covered by fiduciary liability insurance or similar insurance arrangements, the Employer shall indemnify and hold harmless the Administrator from any and all claims, losses, damages, expenses (including reasonable counsel fees approved by the Administrator) and liability (including any reasonable amounts paid in settlement with the Employer's approval) arising from any act or omission of the Administrator, except when the same is determined to be due to the willful misconduct of the Administrator by a court of competent jurisdiction.

12.06 DELEGATIONS OF RESPONSIBILITY: The Administrator shall have the authority to delegate, from time to time, all or any part of its responsibilities under the Plan to such person or persons as it may deem advisable and in the same manner to revoke any such delegation of responsibilities which shall have the same force and effect for all purposes hereunder as if such action had been taken by the Administrator. The Administrator shall not be liable for any acts or omissions of any such delegate. The delegate shall report periodically to the Administrator concerning the discharge of the delegated responsibilities.



- 12.07 RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION: The Administrator may release or obtain any information necessary for the application, implementation and determination of this Plan or other Plans without consent or notice to any person. This information may be released to or obtained from any insurance company, organization, or person subject to applicable law. Any individual claiming benefits under this Plan shall furnish to the Administrator such information as may be necessary to implement this provision.
- 12.08 CLAIM FOR BENEFITS: To obtain payment of any benefits under the Plan a Participant must comply with the rules and procedures of the particular benefit program elected pursuant to this Plan under which the Participant claims a benefit.
- 12.09 GENERAL CLAIMS REVIEW PROCEDURE: This provision shall apply only to the extent that a claim for benefits is not governed by a similar provision of a benefit program available under this Plan or is not governed by Section 12.10.

- a. Initial Claim for Benefits. Each Participant may submit a claim for benefits to the Administrator as provided in Section 12.08. A Participant shall have no right to seek review of a denial of benefits, or to bring any action in any court to enforce a claim for benefits prior to his filing a claim for benefits and exhausting his rights to review under this section.

When a claim for benefits has been filed properly, such claim for benefits shall be evaluated and the claimant shall be notified of the approval or the denial within (90) days after the receipt of such claim unless special circumstances require an extension of time for processing the claim. If such an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial ninety (90) day period which shall specify the special circumstances requiring an extension and the date by which a final decision will be reached (which date shall not be later than one hundred and eighty (180) days after the date on which the claim was filed.) A claimant shall be given a written notice in which the claimant shall be advised as to whether the claim is granted or denied, in whole or in part. If a claim is denied, in whole or in part, the claimant shall be given written notice which shall contain (a) the specific reasons for the denial, (b) references to pertinent plan provisions upon which the denial is based, (c) a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary, and (d) the claimant's rights to seek review of the denial.

- b. Review of Claim Denial. If a claim is denied, in whole or in part, the claimant shall have the right to request that the Administrator review the denial, provided that the claimant files a written request for review with the Administrator within sixty (60) days after the date on which the claimant received written notification of the denial. A claimant (or his duly authorized representative) may review pertinent documents and submit issues and comments in writing to the Administrator. Within sixty (60) days after a request is received, the review shall be made and the claimant shall be advised in writing of the decision on review, unless special circumstances require an extension of time for processing the review, in which case the claimant shall be given a written notification within such initial sixty (60) day period specifying the reasons for the extension and when such review shall be completed (provided that such review shall be completed within one hundred and twenty (120) days after the date on which the request for review was filed.) The decision on review shall be forwarded to the claimant in writing and shall include specific reasons for the decision and references to plan provisions upon which the decision is based. A decision on review shall be final and binding on all persons.

- c. Exhaustion of Remedies. If a claimant fails to file a request for review in accordance with the procedures herein outlined, such claimant shall have no rights to review and shall have no right to bring action in any court and the denial of the claim shall become final and binding on all persons for all purposes.

12.10 SPECIAL CLAIMS REVIEW PROCEDURE: The provisions of this Section 12.10 shall be applicable to claims under the Medical Expense Reimbursement Plan and the Group Medical Insurance Plan, effective on the first day of the first Plan Year beginning on or after July 1, 2002, but in no event later than January 1, 2003, provided such plans are subject to ERISA.

- a. Benefit Denials: The Administrator is responsible for evaluating all claims for reimbursement under the Medical Expense Reimbursement Plan and the Group Medical Insurance Plan.

The Administrator will decide a Participant's claim within a reasonable time not longer than 30 days after it is received. This time period may be extended for an additional 15 days for matters beyond the control of the Administrator, including in cases where a claim is incomplete. The Participant will receive written notice of any extension, including the reasons for the extension and information on the date by which a decision by the Administrator is expected to be made. The Participant will be given 45 days in which to complete an incomplete claim. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the claim.

If the Administrator denies the claim, in whole or in part, the Participant will be furnished with a written notice of adverse benefit determination setting forth:

1. the specific reason or reasons for the denial;
2. reference to the specific Plan provision on which the denial is issued;
3. a description of any additional material or information necessary for the Participant to complete his claim and an explanation of why such material or information is necessary, and
4. appropriate information as to the steps to be taken if the Participant wishes to appeal the Administrator's determination, including the participant's right to submit written comments and have them considered, his right to review (on request and at no charge) relevant documents and other information, and his right to file suit under ERISA with respect to any adverse determination after appeal of his claim.

- b. Appealing Denied Claims: If the Participant's claim is denied in whole or in part, he may appeal to the Administrator for a review of the denied claim. The appeal must be made in writing within 180 days of the Administrator's initial notice of adverse benefit determination, or else the participant will lose the right to appeal the denial. If the Participant does not appeal on time, he will also lose his right to file suit in court, as he will have failed to exhaust his internal administrative appeal rights, which is generally a prerequisite to bringing suit.

A Participant's written appeal should state the reasons that he feels his claim should not have been denied. It should include any additional facts and/or documents that the Participant feels support his claim. The Participant may also ask additional questions and make written comments, and may review (on request and at no charge) documents and other information

relevant to his appeal. The Administrator will review all written comment the Participant submits with his appeal.

c. Review of Appeal: The Administrator will review and decide the Participant's appeal within a reasonable time not longer than 60 days after it is submitted and will notify the Participant of its decision in writing. The individual who decides the appeal will not be the same individual who decided the initial claim denial and will not be that individual's subordinate. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the appeal, except that any medical expert consulted in connection with the appeal will be different from any expert consulted in connection with the initial claim. (The identity of a medical expert consulted in connection with the Participant's appeal will be provided.) If the decision on appeal affirms the initial denial of the Participant's claim, the Participant will be furnished with a notice of adverse benefit determination on review setting forth:

1. The specific reason(s) for the denial,
2. The specific Plan provision(s) on which the decision is based,
3. A statement of the Participant's right to review (on request and at no charge) relevant documents and other information,
4. If the Administrator relied on an "internal rule, guideline, protocol, or other similar criterion" in making the decision, a description of the specific rule, guideline, protocol, or other similar criterion or a statement that such a rule, guideline, protocol, or other similar criterion was relied on and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the Participant upon request," and
5. A statement of the Participant's right to bring suit under ERISA § 502(a).

12.11 PAYMENT TO REPRESENTATIVE: In the event that a guardian, conservator or other legal representative has been duly appointed for a Participant entitled to any payment under the Plan, any such payment due may be made to the legal representative making claim therefor, and such payment so made shall be in complete discharge of the liabilities of the Plan therefor and the obligations of the Administrator and the Employer.

12.12 PROTECTED HEALTH INFORMATION. The provisions of this Section will apply only to those portions of the Plan that are considered a group health plan for purposes of 45 CFR Parts 160 and 164. The Plan may disclose PHI to employees of the Employer, or to other persons, only to the extent such disclosure is required or permitted pursuant to 45 CFR Parts 160 and 164. The Plan has implemented administrative, physical, and technical safeguards to reasonably and appropriately protect, and restrict access to and use of, electronic PHI, in accordance with Subpart C of 45 CFR Part 164. The applicable claims procedures under the Plan shall be used to resolve any issues of non-compliance by such individuals. The Employer will:

- not use or disclose PHI other than as permitted or required by the plan documents and permitted or required by law;
- reasonably and appropriately safeguard electronic PHI created, received, maintained, or transmitted to or by the it on behalf of the Plan, in accordance with Subpart C of 45 CFR Part 164;

- implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Plan;
- ensure that any agents including a subcontractors to whom it provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Employer with respect to such information;
- not use or disclose PHI for employment-related actions and decisions or in connection with any other employee benefit plan of the Employer;
- report to the Plan any use or disclosure of the information that is inconsistent with the permitted uses or disclosures provided for of which it becomes aware;
- make available PHI in accordance with 45 CFR Section 164.524;
- make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR Section 164.526;
- make available the information required to provide an accounting of disclosures in accordance with 45 CFR Section 164.528;
- make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services or his designee upon request for purposes of determining compliance with 45 CFR Section 164.504(f);
- if feasible, return or destroy all PHI received from the Plan that the Employer still maintains in any form and retain no copies of such information when no longer needed for the purposes for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and,
- ensure that the adequate separation required in paragraph (f)(2)(iii) of 45 CFR Section 164.504 is established.

For purposes of this Section, “PHI” is “Protected Health Information” as defined in 45 CFR Section 160.103, which means individually identifiable health information, except as provided in paragraph (2) of the definition of “Protected Health Information” in 45 CFR Section 160.103, that is transmitted by electronic media; maintained in electronic media; or transmitted or maintained in any other form or medium by a covered entity, as defined in 45 CFR Section 164.104.

### **SECTION XIII**

#### **MISCELLANEOUS PROVISIONS**

- 13.01 **INABILITY TO LOCATE PAYEE:** If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited following a reasonable time after the date any such payment first became due.
- 13.02 **FORMS AND PROOFS:** Each Participant or Participant's Beneficiary eligible to receive any benefit hereunder shall complete such forms and furnish such proofs, receipts, and releases as shall be required by the Administrator.
- 13.03 **NO GUARANTEE OF TAX CONSEQUENCES:** Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant or a Dependent

under the Plan will be excludable from the Participant's or Dependent's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant or Dependent.

- 13.04 PLAN NOT CONTRACT OF EMPLOYMENT: The Plan will not be deemed to constitute a contract of employment between the Employer and any Participant nor will the Plan be considered an inducement for the employment of any Participant or employee. Nothing contained in the Plan will be deemed to give any Participant or employee the right to be retained in the service of the Employer nor to interfere with the right of the Employer to discharge any Participant or employee at any time regardless of the effect such discharge may have upon that individual as a Participant in the Plan.
- 13.05 NON-ASSIGNABILITY: No benefit under the Plan shall be liable for any debt, liability, contract, engagement or tort of any Participant or his Beneficiary, nor be subject to charge, anticipation, sale, assignment, transfer, encumbrance, pledge, attachment, garnishment, execution or other voluntary or involuntary alienation or other legal or equitable process, nor transferability by operation of law.
- 13.06 SEVERABILITY: If any provision of the Plan will be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof will continue to be fully effective.
- 13.07 CONSTRUCTION:
- a. Words used herein in the masculine or feminine gender shall be construed as the feminine or masculine gender, respectively where appropriate.
  - b. Words used herein in the singular or plural shall be construed as the plural or singular, respectively, where appropriate.
- 13.08 NONDISCRIMINATION: In accordance with Code Section 125(b)(1), (2), and (3), this Plan is intended not to discriminate in favor of Highly Compensated Participants (as defined in Code Section 125(e)(1)) as to contributions and benefits nor to provide more than 25% of all qualified benefits to Key Employees. If, in the judgment of the Administrator, more than 25% of the total nontaxable benefits are provided to Key Employees, or the Plan discriminates in any other manner (or is at risk of possible discrimination), then, notwithstanding any other provision contained herein to the contrary, and, in accordance with the applicable provisions of the Code, the Administrator shall, after written notification to affected Participants, reduce or adjust such contributions and benefits under the Plan as shall be necessary to insure that, in the judgment of the Administrator, the Plan shall not be discriminatory.
- 13.09 ERISA. The Plan shall be construed, enforced, and administered and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974 (as amended), the Internal Revenue Code of 1986 (as amended), and the laws of the State indicated in the Adoption Agreement. Notwithstanding anything to the contrary herein, the provisions of ERISA will not apply to this Plan if the Plan is exempt from coverage under ERISA. Should any provisions be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only will be deemed not to include the provision determined to be void.

## SECTION XIV

### TEMPORARY COVID RELIEF AMENDMENT

- 14.01 **PURPOSE:** In accordance with changes permitted under The Coronavirus Aid, Relief, and Economic Security Act, 2020, IRS Notice 2020-29, The Consolidated Appropriations Act, 2021, and IRS Notice 2021-15, Employer selected modifications to Plan language and procedures consistent with the following Plan options, as applicable. Notwithstanding any provision of the Plan to the contrary, as elected by the Employer in Item F of the Adoption Agreement, the Plan is hereby amended to adopt the following:
- a. **Extended Claims Period:** For unused amounts remaining in a Medical Expense Reimbursement Plan or a Dependent Care Reimbursement Plan under the Section 125 Plan as of the end of a grace period or plan year ending in 2020, the Participants may apply those unused amounts to pay or reimburse medical care expenses or dependent care expenses, respectively, incurred through December 31, 2020.
  - b. **Mid-Year Election Changes:** Each Participant who is eligible to make salary reduction contributions under the Plan may make prospective election changes (including an initial election) during calendar year 2020 regarding Group Medical Insurance, a Medical Expense Reimbursement Plan, or a Dependent Care Reimbursement Plan, regardless of whether the basis for the election change satisfies the criteria set forth in regular election change rules.
  - c. **Mid-Year Election Changes for Medical Expense Reimbursement Plan:** For plan years ending in 2021, Participants may modify their Medical Expense Reimbursement Plan elections on a prospective basis at any time during the year. No qualifying event is required.
  - d. **Mid-Year Election Changes for Dependent Care Reimbursement Plan:** For plan years ending in 2021, Participants may modify their Dependent Care Reimbursement Plan elections on a prospective basis at any time during the year. No qualifying event is required.
  - e. **Extended Grace Period:** For plan years ending in 2020 and/or 2021, the grace period for Medical Expense Reimbursement Plan and/or Dependent Care Reimbursement Plan is extended to 12 months.
  - f. **Unlimited Carryover for Medical Expense Reimbursement Plan:** All unused funds in the Medical Expense Reimbursement Plan may be carried over to 2021 (from plan year 2020) and/or 2022 (from plan year 2021). There is no carryover maximum.
  - g. **Dependent Care Reimbursement Plan Age Increase:** For Participants enrolled in the Dependent Care Reimbursement Plan for the 2020 Plan Year, the maximum age for children is extended from age 12 to age 13 when paying or reimbursing dependent care expenses incurred during the 2020 Plan Year. Additionally, amounts remaining at the end of the run-out period for the 2020 Plan Year shall be available to pay or reimburse otherwise-eligible dependent care expenses incurred during the 2021 Plan Year for a child who attained age 13 during the 2020 Plan Year (until the child turns age 14) or for another child who turns age 13 during the 2021 Plan Year.
  - h. **Reimbursement for Non-Active Participants:** Participants who cease participation in a Medical Expense Reimbursement Plan during 2020 or 2021 (for example, due to termination of employment) may continue to receive reimbursements from unused balances through the end of the plan year in which such participation ceased (including any grace period).
  - i. **Dependent Care Reimbursement Plan Maximum Increase:** For the 2021 calendar year only, Dependent Care Reimbursement Plan maximums may be increased to \$10,500 per family (\$5,250 for married individuals filing a joint return).

**COOPERATIVE SERVICE AGREEMENT**  
**between**  
**Pittsburg County Board of Commissioners and**  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)**  
**WILDLIFE SERVICES (WS)**

**ARTICLE 1**

The purpose of this agreement is to cooperate in a wildlife damage management project as described in the attached Work Plan.

**ARTICLE 2**

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353. , to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

**ARTICLE 3**

APHIS-WS and the Cooperator agree:

1. The Cooperator will provide payment upon receipt of bill to "USDA, APHIS" in the amount of \$ 2,400.00.
2. The performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
3. Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.
4. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management services that the Cooperator is seeking from APHIS-WS.
5. The performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
6. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

**ARTICLE 4**

This agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS-WS upon failure of Congress to so appropriate. This agreement also may be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

**ARTICLE 5**

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise there from.

**ARTICLE 6**

APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 USC 1346(b), 2401(b), 2671-2680). This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

This agreement shall become effective July 1, 2022, and shall continue until June 30, 2023 [not to exceed one year for OTC]. This agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not, for any reason, provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

As required by Debt Collection Improvement Act of 1996:

Cooperator's Tax ID No. (unless Over-the-Counter CSA): \_\_\_\_\_  
APHIS-WS's Tax ID: 41-0696271





**DETENTION SERVICES AGREEMENT BY AND BETWEEN  
ROCMND AREA YOUTH SERVICES, INC. AND THE BOARD  
OF COUNTY COMMISSIONERS OF PITTSBURG COUNTY, OKLAHOMA**

This Agreement made this 1<sup>st</sup> day of July 2022 between ROCMND Area Youth Services, Inc., hereinafter referred to as "Youth Services" and Board of County Commissioners of PITTSBURG County, Oklahoma, hereinafter referred to as "PITTSBURG County".

WHEREAS, the Oklahoma State Legislature has mandated in 10A O.S. § 2-3-103 that the Board of County Commissioners of every county shall provide for temporary detention services and facilities in accordance with provision of the State Plan for the Establishment of Juvenile Detention Services; and

WHEREAS, PURSUANT TO 10A O.S. § 2-3-103 c; the Craig County Detention Center is, and shall continue to be during the term of this agreement certified and licensed by the Office of Juvenile Affairs. The ROCMND Area Youth Services, Inc. is, and shall continue to be during the term of this agreement, in compliance with the standards for certification promulgated by the Board of Juvenile Affairs. ROCMND Area Youth Services, Inc. will notify PITTSBURG County in writing immediately should the certification and licensure status be changed for any reason; and

WHEREAS, after January 1, 1998, no child may be detained in any jail, adult lockup or other adult detention facility except as provided in 10A O.S. § 2-3-101; and

Whereas, the Board of County Commissioners shall have authority pursuant to 10A O.S. § 2-3-103 to enter into a contract with and to pay a public agency, private agency, or the Board of County Commissioners of another county for detention services in a detention facility and for alternatives to secure detention, and

WHEREAS, the Board of ROCMND Area Youth Services, Inc. has contracted with the Board of County Commissioners of Craig County to operate the Craig County Regional Detention Center, Vinita, Oklahoma and ROCMND Area Youth Services is willing to contract with other counties to provide detention services in said facility; and

Whereas, PITTSBURG County desires to contract with ROCMND Area Youth Services for the purpose of detaining juveniles at the Craig County Regional Juvenile Detention Center, Vinita, Oklahoma.

**IT IS HEREBY AGREED AS FOLLOWS:**

- 1. TERM:** This agreement shall be in effect until June 30, 2023, provided, however, that in the event the respective Boards shall each approve a renewal of the agreement, on or before July 1<sup>st</sup> of each fiscal years, then this agreement shall remain in effect for each succeeding fiscal year. Either party may terminate at any time by giving the other party thirty (30) days written notice.
- 2. SERVICES:** The parties hereby agree that ROCMND Area Youth Services shall provide and make available to PITTSBURG County the detention services and facilities of the Craig County Regional Detention Center on a space available basis as determined by Youth Services.
- 3. REFERRAL AND ADMISSIONS:** It shall be the responsibility of PITTSBURG County authorities to initiate and obtain the detention authorization of said juvenile. Admissions shall be allowed upon oral order of the District Court provided a written order is entered and forwarded within twenty-four (24) hours or the next judicial day. Said order should include authorization for necessary medical care for the child.

All children referred to Craig County Regional Detention Center for secure detention will be screened by the Juvenile Services Unit or other designated persons and will be determined eligible for placement in a secure detention facility by utilizing the detention screening guidelines adopted by the State Judicial Oversight Committee on Juvenile Justice. Admissions must be cleared by Detention before transportation to the center.

- 4. JUDICIAL PROCEEDINGS AND OJA SERVICES:** All judicial proceedings and the Office of Juvenile Affair services involving PITTSBURG County's children shall be the responsibility of the Courts of said Judicial District and PITTSBURG County to assure that any child sent to Craig County Regional Detention Center for secure detention receives the legal services and representation he/she is entitled to under law. PITTSBURG County should arrange for frequent contact between the detained child and his/her OJA worker.

It shall be the responsibility of PITTSBURG County to file a petition within five (5) judicial days after a child is taken into custody as set out in 10A O.S. § 2-2-106. It shall further be the responsibility of Craig County to provide PITTSBURG County Regional Juvenile Detention Center with a written judicial order for secure detention of a child, plus an order for a child to be released from detention, e.g., order to transport, release from detention. It shall further be the responsibility of PITTSBURG County to conduct all Court hearings as required by 10A O.S. § 2-3-101.

5. **TRANSPORTATION:** With exception of transportation for emergency medical care, as set in Paragraph 7, PITTSBURG County will provide all transportation, including to and from the center, for its children who are placed in the Craig County Regional Detention Center.
6. **NOTIFICATION:** Prior to transporting any child to the Craig County Regional Detention Center, it shall be the responsibility of PITTSBURG County to make reasonable efforts to inform the parents of the Craig County Regional Detention Center's visiting hours and applicable rules.
7. **MEDICAL ATTENTION:** Any child detained in the Craig County Regional Juvenile Detention Center who requires emergency medical attention, due to developments arising after admission, will be taken to medical facilities in Craig County by personnel of Craig County or ROCMND Area Youth Services. If the child is treated in Craig County, the responsibility of payment for such services rests with parents and/or PITTSBURG County.

Notwithstanding any language to the contrary, should any PITTSBURG County child require emergency medical attention due to developments after admission, ROCMND Area Youth Services, Inc. will notify PITTSBURG County within twenty-four (24) hours of the initial decision of ROCMND Area Youth Services, Inc., to seek emergency treatment. All paperwork concerning the emergency medical treatment will be provided to PITTSBURG County at that time. Failure to notify PITTSBURG County promptly may negate PITTSBURG County responsibility for payment.

If the child is under the influence of drugs or alcohol, PITTSBURG County shall be responsible for obtaining a medical clearance for said child to be detained and/or wait a period of six (6) hours before bringing said child to detention.

PITTSBURG County agrees to save and hold harmless ROCMND Area Youth Services from all payments due to expenses incurred as a result of medical treatment for children in detention from PITTSBURG County.

8. **Health Insurance Portability and Accountability Act of 1996 (HIPPA):** ROCMND Area Youth Services, Inc., its agents, vendors, officers and employees, acknowledge that it may have, or obtain, access to confidential protected health information including, but not limited to, individually identifiable health information. ROCMND Area Youth Services, Inc. may use the protected health information solely to perform its duties and responsibilities under this agreement. ROCMND Area Youth Services, Inc. shall comply with all applicable laws and regulation specifically including, but not limited to, the privacy and security standards of the Health Insurance Portability and Accountability Act of 1969 (HIPPA), as it may, from time to time, be amended.

9. REIMBURSEMENT: The parties agree that ROCMND Area Youth Services shall be reimbursed for its detention services by PITTSBURG County upon the presentation of a claim at the rate of twenty-five dollars (\$25.00) a day per child. This amount represents less than fifteen percent (15%) of the actual cost of detention.

Payments for services shall be made upon receipt of a claim submitted by ROCMND Area Youth Services/Craig County Regional Juvenile Detention Center to the PITTSBURG County Board of Commissioners. Reimbursement for same should be received no later than the last day of each month. Failure to pay for services could result in termination of this agreement or suspension of secure detention services to PITTSBURG County until such time accounts are paid in full.

10. LIABILITY: The parties agree that each county shall be responsible for its own negligence, if any, in the delivery of services pursuant to the contract. Neither party, by executing this agreement, assumes any liability for acts of omission or commission of the other. ROCMND Area Youth Services shall be liable only for the delivery of custodial services at the Craig County Regional Juvenile Detention Center and the Office of Juvenile Affairs and PITTSBURG County shall retain all responsibility for the determination and duration of the detention of juveniles.

APPROVED this 10<sup>th</sup> day of July 2022

  
Director of the Craig County Juvenile Detention Center

APPROVED THIS 31<sup>st</sup> day of May, 2022.

BOARD OF COUNTY COMMISSIONERS OF:

Pittsburg County, Oklahoma

  
Chairman

\_\_\_\_\_  
Member

  
Member

RESOLUTION  
22-250

The Board of County Commissioners, Pittsburg County, met in regular session on Tuesday, May 31, 2022.

WHEREAS, the Pittsburg County Sheriff wishes to have the following removed from inventory:

K-9 Nico

WHEREAS, K-9 Nico was placed on county inventory for use by the county as long as his handler was employed by Pittsburg County.

WHEREAS, K-9 Nico's handler is no longer employed by Pittsburg County and therefore K-9 Nico should be removed from inventory.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby remove K-9 Nico from the inventory of the Pittsburg County Sheriff's Office, effective immediately.

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

Chairman



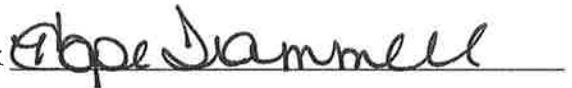
Vice-Chairman

\_\_\_\_\_

Member



County Clerk



RESOLUTION  
22-251

The Board of County Commissioners, Pittsburg County, met in regular session on Tuesday, May 31, 2022.


WHEREAS, the Board of County Commissioners, Pittsburg County, wishes to advertise for numerous employment opportunities within Pittsburg County offices.

WHEREAS, the Board of County Commissioners, wishes to have the attached "Exhibit A" published in the McAlester News Capital, ~~posted on OKJobMatch.com and~~ listed on the Pittsburg County website at [pittsburg.okcounties.org](http://pittsburg.okcounties.org) and listed under job postings.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby approve the publishing of Exhibit A as directed above.

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

Chairman 

Vice-Chairman \_\_\_\_\_

Member 

County Clerk 



## HELP WANTED

NUMEROUS POSITIONS OPEN WITHIN THE OFFICES OF PITTSBURG COUNTY. ALL POSITIONS HAVE A STARTING PAY UP TO \$2,750 PER MONTH PLUS BENEFITS. BENEFITS INCLUDE HEALTH, DENTAL, VISION AND LIFE INSURANCE AFTER 60 DAYS, VACATION, SICK LEAVE. INDIVIDUALS MUST BE OUTGOING AND PEOPLE-ORIENTED. AND MUST HAVE SOME COMPUTER KNOWLEDGE. HIGH SCHOOL DIPLOMA/GED PREFERRED. THOSE INTERESTED MAY APPLY IN THE COUNTY COMMISSIONERS OFFICE LOCATED IN THE PITTSBURG COUNTY COURTHOUSE, 115 EAST CARL ALBERT PARKWAY, ROOM 100, MCALESTER, OKLAHOMA. RESUMES MAY BE SENT TO [BOCC@PITTSBURG.OKCOUNTIES.ORG](mailto:BOCC@PITTSBURG.OKCOUNTIES.ORG) AND APPLICATIONS MAY BE PICKED UP AT THE COMMISSIONERS OFFICE AND ONLINE AT [PITTSBURG.OKCOUNTIES.ORG](http://PITTSBURG.OKCOUNTIES.ORG). INTERVIEWS WILL BEGIN IMMEDIATELY WITH APPLICATIONS ACCEPTED THROUGH JUNE 30, 2022.

RESOLUTION NO: 22-252

**A RESOLUTION AUTHORIZING APPLICATION FOR CHOCTAW DEVELOPMENT FUNDS**

**WHEREAS** County of Pittsburg wishes to apply for Choctaw Development Funds; and

**WHEREAS** County of Pittsburg desires to participate in the CDF program to the greatest extent possible as a means of providing needed improvements; and

**WHEREAS** County of Pittsburg have identified RWD#5 as a priority need; and

**WHEREAS** Pittsburg RWD #5 has been affected by hardships and lack of maintenance funding; and

**WHEREAS** County of Pittsburg wishes to assist Pittsburg RWD #5 in their efforts to obtain funding to provide RWD #5 an office building where one does not exist currently; and

**WHEREAS** Pittsburg RWD#5 will provide adequate matching funding in their efforts to purchase and install an office for RWD#5 and for on-going operations and maintenance of the project should the funds be awarded; and


**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE COUNTY OF PITTSBURG AS FOLLOWS:**


Section 1: The County of Pittsburg demonstrates its support for the submittal application to the Choctaw Development Fund for the purchase and installation of an office building for RWD#5.

Section 2: This Resolution shall be effective following its adoption by the Board of County Commissioners of Pittsburg County.

Passed by the Board of County Commissioners, Pittsburg County, this 31st of May, 2022.

ATTEST:

  
\_\_\_\_\_  
Kevin Smith, Chairman, Board of County Commissioners

  
\_\_\_\_\_  
Hope Trammell, County Clerk





RESOLUTION

NO. 22-253

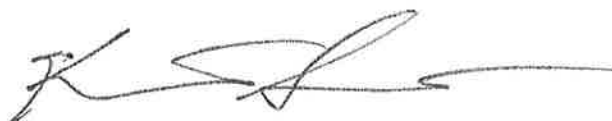
The Board of County Commissioners, Pittsburg County, Met in regular session Tuesday, May 31st, 2022.

WHEREAS, the Sheriff ~~Service Fee~~ wishes to cancel the following Purchase Order

6243 to Signs by Jade dated January 24, 2022 in the amount of \$1400.00 for Graphics.

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

THEREFORE BE IT RESOLVED, Pittsburg County Commissioners do hereby cancel Purchase Order 6243 to Signs by Jade.

  
CHAIRMAN

MEMBER

  
MEMBER



ATTEST:

  
COUNTY CLERK

RESOLUTION

NO. *22-254*

The Board of County Commissioners, Pittsburg County, Met in regular session Tuesday, MAY 31, 2022

*Emergency Management*  
WHEREAS, the ~~General~~ wishes to cancel the following Purchase Orders

56 dated July 6, 2021 in the amount of \$500.00 for office supplies issued to Staples Credit Plan

57 dated July 6, 2021 in the amount of \$500.00 for maintenance supplies issued to Atwoods

63 dated July 6, 2021 in the amount of \$500.00 for water and supplies issued to Walmart Community Card


1664 dated August 24, 2021 in the amount of \$384.00 for Kevin Enloe & Tyler Cook for lodging for SE Regional Workshop issued to Bank of America

4616 dated November 29, 2021 in the amount of \$40.00 for Toll Charges issued to OTA PikePass Customer Service


4619 dated November 29, 2021 in the amount of \$106.00 for Pest Control issued to Pro Kill Inc

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

THEREFORE, BE IT RESOLVED, Pittsburg County Commissioners do hereby cancel Purchase Orders 56 to Staples Credit Plan, 57 to Atwoods, 63 to Walmart Community Card, 1664 to Bank of America, 4616 to OTA Pikepass Customer Service, 4619 to Pro Kill Inc. for Fiscal Year 2021-2022.


  
CHAIRMAN

MEMBER

  
MEMBER

ATTEST:



  
COUNTY CLERK

RESOLUTION  
22-255

The Board of County Commissioners, Pittsburg County, met in regular session on Tuesday, May 31, 2022.

WHEREAS, Pittsburg County issued the following purchase order from CARES Act funds:

3469, issued on October 19, 2021 to Miller Glass Company, in the amount of \$6,800.00 for the installation of aluminum doors and storefronts for prisoner privacy and social distancing due to COVID-19

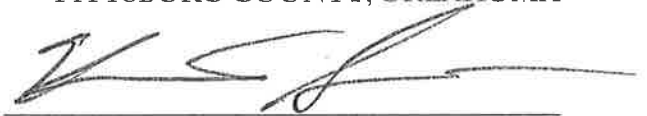
WHEREAS, this purchase order was a duplicate and should be canceled.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby cancel purchase order 3469 as it was a duplicate purchase order and is not needed.

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

Chairman

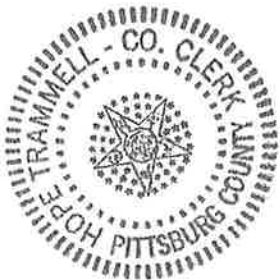


Vice-Chairman

Member



County Clerk



RESOLUTION  
22-256

The Board of County Commissioners, Pittsburg County, met in regular session on Tuesday, May 31, 2022.

WHEREAS, Pittsburg County Asphalt Plant issued the following purchase orders:

1239, issued August 9, 2021 to Unifirst First Aid & Safety in the amount of \$189.00 for a 4-shelf medicine cabinet

~~4778, issued December 2021 to RAM, Inc. in the amount of \$6,298.75 for 2,500 gallons of dyed low sulfur diesel~~

6127, issued January 19, 2022 to RAM, Inc. in the amount of \$558.00 for 200 gallons of propane

7947, issued March 15, 2022 to T & W Tire in the amount of \$599.45 for tires and labor to install

WHEREAS, these purchase orders were never used, are no longer needed and should be canceled.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby cancel purchase orders 1239, 4778, 6127, and 7947 as they were never used and are no longer needed.

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

Chairman



Vice-Chairman



Member



County Clerk



RESOLUTION  
22-257

The Board of County Commissioners, Pittsburg County, met in regular session on Tuesday, May 31, 2022.

WHEREAS, Pittsburg County Animal Shelter issued the following purchase orders:

7445, issued March 2, 2022 to Ewell Center in the amount of \$600.00 for vet services

9417, issued April 29, 2022 to Unifirst First Aid Corp, in the amount of \$41.40 for medical cabinet restock

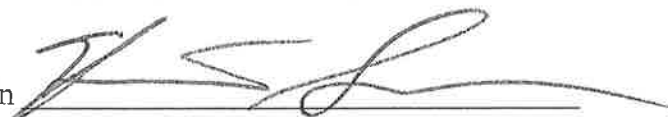
WHEREAS, this purchase orders were duplicates and should be canceled.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby cancel purchase order 7430 to Ewell Center and purchase order 9417 to Unifirst First Aid Corp, as they were duplicate purchase orders and are not needed.

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

Chairman

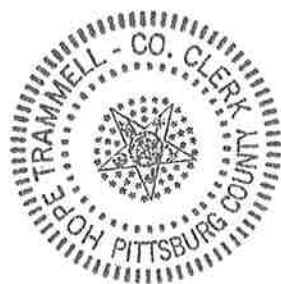


Vice-Chairman

Member



County Clerk



RESOLUTION  
22-258

The Board of County Commissioners, Pittsburg County, met in regular session on Tuesday, May 31, 2022.

WHEREAS, Pittsburg County Board of County Commissioners issued the following purchase order:

7430, issued on March 2, 2022, to Bank of America for Hyatt Place OKC Northwest, in the amount of \$88.00 for lodging for Ross Selman to attend ACCO Meetings, March 28, 2022 in Oklahoma City, OK

WHEREAS, this purchase order was a duplicate and should be canceled.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby cancel purchase order 7430 as it was a duplicate purchase order and is not needed.

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

Chairman



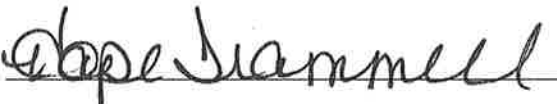
Vice-Chairman

\_\_\_\_\_

Member



County Clerk



RESOLUTION  
22-259

The Board of County Commissioners, Pittsburg County, met in regular session on Tuesday, May 31, 2022.

WHEREAS, Pittsburg County District 1 issued the following purchase orders:

0116, issued July 6, 2021 to OTA Pikepass, in the amount of \$100.00 for blanket toll charges for the month of July, 2021

0940, issued August 2, 2021 to OTA Pikepass in the amount of \$100.00 for blanket toll charges for the month of August 2021

2046, issued September 7, 2021 to OTA Pikepass in the amount of \$100.00 for blanket toll charges for the month of September 2021

2846, issued September 29, 2021 to Haileyville Water Department in the amount of \$298.89 for monthly service

4332, issued November 15, 2021 to Compliance Resource Group in the amount of \$300.00 for blanket drug testing

5305, issued December 21, 2021, to Kubota Center in the amount of \$28,089.00 for a universal forestry mulcher

5462, issued December 28, 2021 to Holiday Inn Express in the amount of \$384.00 for Charlie Rogers and Wade Mathis to attend the Winter CODA Conference

5546, issued January 3, 2022 to OTA Pikepass in the amount of \$100.00 for blanket toll charges for the month of January, 2022

5549, issued January 3, 2022 to OK Tire in the amount of \$1,000.00 for blanket tires and tire service

6654, issued February 7, 2022 to OTA Pikepass in the amount of \$100.00 for blanket toll charges for the month of February, 2022

WHEREAS, these purchase orders were never used, no longer needed and should be canceled.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby cancel purchase orders 0116, 0940, 2046, 2846, 4332, 5305, 5462, 5546, 5549, 6654 in the amounts of \$100.00, \$100.00, \$100.00, \$298.89, \$300.00, \$28,089.00, \$384.00, \$100.00, \$1,000.00, \$100.00, respectively, as they were never used and are no longer needed.

ATTEST:



BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

Chairman

Vice-Chairman

Member

County Clerk

RESOLUTION  
22-260

The Board of County Commissioners, Pittsburg County, met in regular session on Tuesday, May 31, 2022.

WHEREAS, Pittsburg County District 2 issued the following purchase orders:

- 0142, issued July 6, 2021 to Rinkers Auto in the amount of \$1,500.00 for blanket shop supplies
- 0946, issued August 2, 2021 to Green Guard First Aid & Safety in the amount of \$200.00 for blanket medicine cabinet restock
- 1924, issued August 31, 2021 to Premier Truck Group in the amount of \$303.30 for filters
- 2050, issued September 7, 2021 to H2O Depot in the amount of \$300.00 for blanket water and cooler rental
- 2154, issued September 8, 2021 to Advanced Workzone, in the amount of \$3,675.00 for delineators and posts
- 3140, issued October 7, 2021 to Standridge Equipment in the amount of \$1,672.22 for a hydraulic cooler
- 3419, issued October 18, 2021 to Kiamichi Automotive in the amount of \$1,500.00 for blanket parts and shop supplies
- 3892, issued November 1, 2021 to Kiamichi Automotive in the amount of \$1,500.00 for blanket parts and shop supplies
- 3896, issued November 1, 2021 to Unifirst First Aid in the amount of \$200.00 for blanket first aid cabinet restock
- 3912, issued November 1, 2021 to Hatco Feed Store in the amount of \$500.00 for blanket parts and shop supplies
- 4322, issued November 15, 2021 to Kiamichi Automotive in the amount of \$1,500.00 for blanket parts and shop supplies
- 4331, issued November 15, 2021 to Compliance Resource Group in the amount of \$200.00 for blanket drug testing
- 4993, issued December 8, 2021 to RAM, Inc. in the amount of \$2,124.00 for 900 gallons of un-dyed low sulfur diesel
- 5616, issued January 3, 2022 to Rinkers Auto in the amount of \$1,500.00 for blanket parts and shop supplies
- 6116, issued January 19, 2022 to Kiamichi Automotive in the amount of \$1,500.00 for blanket parts and shop supplies
- 6475, issued January 31, 2022 to Unifirst First Aid in the amount of \$200.00 for blanket first aid cabinet restock
- 6952, issued February 14, 2022 to Kiamichi Automotive in the amount of \$1,500.00 for blanket parts and shop supplies

WHEREAS, these purchase orders were never used, no longer needed and should be canceled.



THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby cancel purchase orders 0142, 0946, 1924, 2050, 2154, 3140, 3419, 3892, 3896, 3912, 4322, 4331, 4993, 5616, 6116, 6475, and 6952 in the amounts of \$1,500.00, \$200.00, \$303.30, \$300.00, \$3,975.00, \$1,672.22, \$1,500.00, \$200.00, \$500.00, \$1,500.00, \$200.00, \$2,124.00, \$1,500.00, \$1,500.00, \$200.00, and \$1,500.00, respectively, as they were never used and are no longer needed.

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

ATTEST:



Chairman

Vice-Chairman



Member



County Clerk

RESOLUTION  
22-261

The Board of County Commissioners, Pittsburg County, met in regular session on Tuesday, May 31, 2022.

WHEREAS, Pittsburg County District 3 issued the following purchase orders:

- 255, issued July 8, 2021 to Northern Tool & Equipment in the amount of \$991.15 for Storage box
- 1189, issued August 9, 2021 to Premier Truck Group in the amount of \$1,994.10 for parts and labor for A/C repair on unit 9B
- 1446, issued August 17, 2021 to RAM, Inc. in the amount of \$2,340.24 for 975.10 gallons of clear diesel - sat. tank
- 1580, issued August 23, 2021 to CMC Express in the amount of \$6,545.00 for Contract hauling
- 4334, issued November 15, 2021 to Compliance Resource Group in the amount of \$200.00 for blanket drug testing
- 5099, issued December 10, 2021 to Miller Office Equipment in the amount of \$33.70 for monthly copier maintenance
- 5485, issued December 28, 2021 to Holiday Inn Express in the amount of \$96.00 for lodging for Ross Selman to attend the Winter CODA Conference
- 5566, issued January 3, 2022 to OTA Pikepass in the amount of \$100.00 for blanket toll charges for January, 2022
- 5675, issued January 4, 2022 to Hyatt Place OKC Northwest in the amount of \$84.00 for lodging for Ross Selman to attend ACCO SIG/SIF Retreat
- 7517, issued March 7, 2022 to OK Tire in the amount of \$1,000.00 for blanket tires and services
- 7678, issued March 9, 2022 to RAM, Inc. in the amount of \$4,280.00 for 1,000 gallons of clear diesel
- 7679, issued March 9, 2022 to Direct Discount Tire in the amount of \$6,400.00 for 17.5x25 Radials
- 7680, issued March 9, 2022 to AT&T Mobility in the amount of \$313.82 for monthly service

WHEREAS, these purchase orders were never used, no longer needed and should be canceled.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby cancel purchase orders 0255, 1189, 1446, 1580, 4334, 5099, 5485, 5566, 5675, 7517, 7678, 7679, 7680 in the amounts of \$991.15, \$1994.15, \$2,340.24, \$6,545.00, \$200.00, \$33.70, \$192.00, \$100.00, \$84.00, \$1,000.00, \$4,280.00, \$6,400.00, \$313.82, respectively, as they were never used and are no longer needed.

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

Chairman



Vice-Chairman



Member



County Clerk



RESOLUTION  
22-262

The Board of County Commissioners, Pittsburg County, met in regular session on Tuesday, May 31, 2022.

WHEREAS, Pittsburg County Expo Center issued the following purchase orders:

- 2102, issued September 7, 2021 to G.C. Rental Center in the amount of \$675.00 for a 20' scissor lift rental
- 4130, issued November 8, 2021 to Locke Heating & Cooling Supply in the amount of \$500.00 for blanket parts
- 5126, issued December 13, 2021 to All State Electric Motors in the amount of \$645.00 for a 3 phase motor
- 6830, issued February 9, 2021 to Bemac Supply in the amount of \$18.54 for a valve
- 6984, issued February 14, 2022 to Bemac Supply in the amount of \$3,060.63 for a 5 ton heat pump unit

WHEREAS, the above-mentioned purchase orders were never used, are no longer needed and should be canceled.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby cancel purchase orders 2102, 4130, 5126, 6830, and 6984 in the amounts of \$675.00, \$500.00, \$645.00, \$18.54, and \$3,060.63, respectively, as they were as they were never used and are no longer needed.

ATTEST:



BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

Chairman 

Vice-Chairman \_\_\_\_\_

Member 

County Clerk 

RESOLUTION  
22-263

The Board of County Commissioners, Pittsburg County, met in regular session on Tuesday, May 31, 2022.

WHEREAS, Pittsburg County issued the following purchase orders from American Rescue Plan Act funds:

1205, issued August 9, 2021 to McAlester Mechanical, LLC in the amount of \$5,550.00 for the underground plumbing on ARPA 21.001

~~8008~~ 8008, issued March 17, 2022 to Bemac Supply in the amount of \$3,102.15 for a 5 ton heat pump for the Expo Roof/HVAC Upgrades project

WHEREAS, these purchase orders were duplicates and should be canceled.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby cancel purchase orders 1205 and ~~8008~~ in the amounts of \$5,550.00 and \$3,102.15, respectively, as they were duplicate purchase orders and are not needed.

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

Chairman

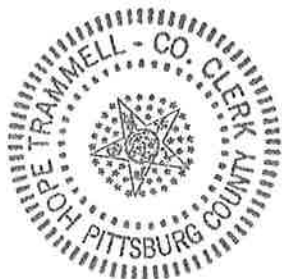
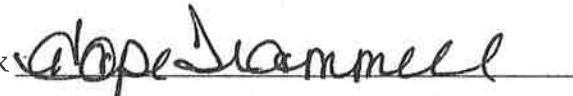


Vice-Chairman

Member



County Clerk



PERMIT# 22-029

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

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

PLEASE PRINT  
PUBLIC SERVICE/PIPELINE OWNER NAME: Calyx Energy III, LLC

CONTACT: Kristina Garmon EMAIL: kgarmon@calyxenergy.com

ADDRESS: 6120 S Yale Ave Ste 1480 PHONE: 918-949-4224

CITY: Tulsa STATE: OK ZIP CODE: 74136

CONSTRUCTION COMPANY NAME: H2 Services, LLC

CONTACT: Craig Hamilton EMAIL: c.hamilton@h2servicesllc.net

ADDRESS: PO Box 1310 PHONE: 405-517-6227

CITY: Guthrie STATE: OK ZIP CODE: 73044

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

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

LOCATION

Beginning at 35.0981361, -95.9954333 and cross freeway route 1322 Rd  
GPS Location (in decimals) Cross or Parallel County Road Name

Approximately .5 miles West of E1322 Rd & N3950 Rd and ending at  
North, South, East, West Name of Closest Intersecting Road or Highway

35.0983361, -95.9953889 Embraced in Section 12 Township 07N Range 12E  
GPS Location (in decimals)

<b>PIPELINES</b>	<b>ELECTRIC</b>
SIZE <u>12"</u> ALLOY/MATERIAL <u>Layflat hose</u> WALL THICKNESS <u>1/8"</u> CONTENTS <u>Fresh water</u> MFG. TEST PRESSURE <u>150 psi</u> MAX. OPERATING PRESSURE <u>100 psi</u> WORKING PRESSURE <u>80 psi</u>	VOLTAGE _____ CONDUCTOR SIZE _____ TYPE OF STRUCTURE _____ RULING SPAN _____
<b>COMMUNICATIONS</b>	<b>SERVICE ENTRANCE</b>
WIRES/PAIRS/STRANDS _____ GAUGE _____ CABLE TYPE _____	DIAMETER OF CULVERT PIPE _____ LENGTH OF CULVERT PIPE _____

CASING  
 SIZE \_\_\_\_\_ ALLOY/MATERIAL \_\_\_\_\_ WALL THICKNESS \_\_\_\_\_

**FLOODPLAIN ADMINISTRATOR'S REVIEW**

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

\_\_\_\_\_ Does  Does Not

fall within any floodplain.

Tawanna Cathey  
 Signature, Pittsburg County Floodplain Administrator

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

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

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

Initial: KA

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

Initial: KA

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

Initial: ka

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

Initial: ka

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

Initial: ka

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

Initial: ka

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

Initial: ka

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

Initial: ka

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

Initial: ka

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



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

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

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

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

Initial: KA

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

Initial: KA

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

Initial: KA

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

Initial: KA

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

Initial: KA

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

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

Initial: KA

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

Initial: KA

**FEE SCHEDULE**  
(Check must accompany permit)

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

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

**PETITIONER/CONTRACTOR'S ATTESTMENT**

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

  
 \_\_\_\_\_  
 Petitioner/Contractor Signature  
**Production Technician**  
 \_\_\_\_\_  
 Title

**05/19/2022**  
 \_\_\_\_\_  
 Date  
**918-949-4224**  
 \_\_\_\_\_  
 Phone Number

PERMIT APPROVAL

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

Approved on the 31<sup>st</sup> day of May, 20 22.

Pittsburg County District # 3

Company Check# \_\_\_\_\_ Date of Check \_\_\_\_\_ Amount of Check \_\_\_\_\_

COMMISSIONERS COMMENTS/CHANGES:

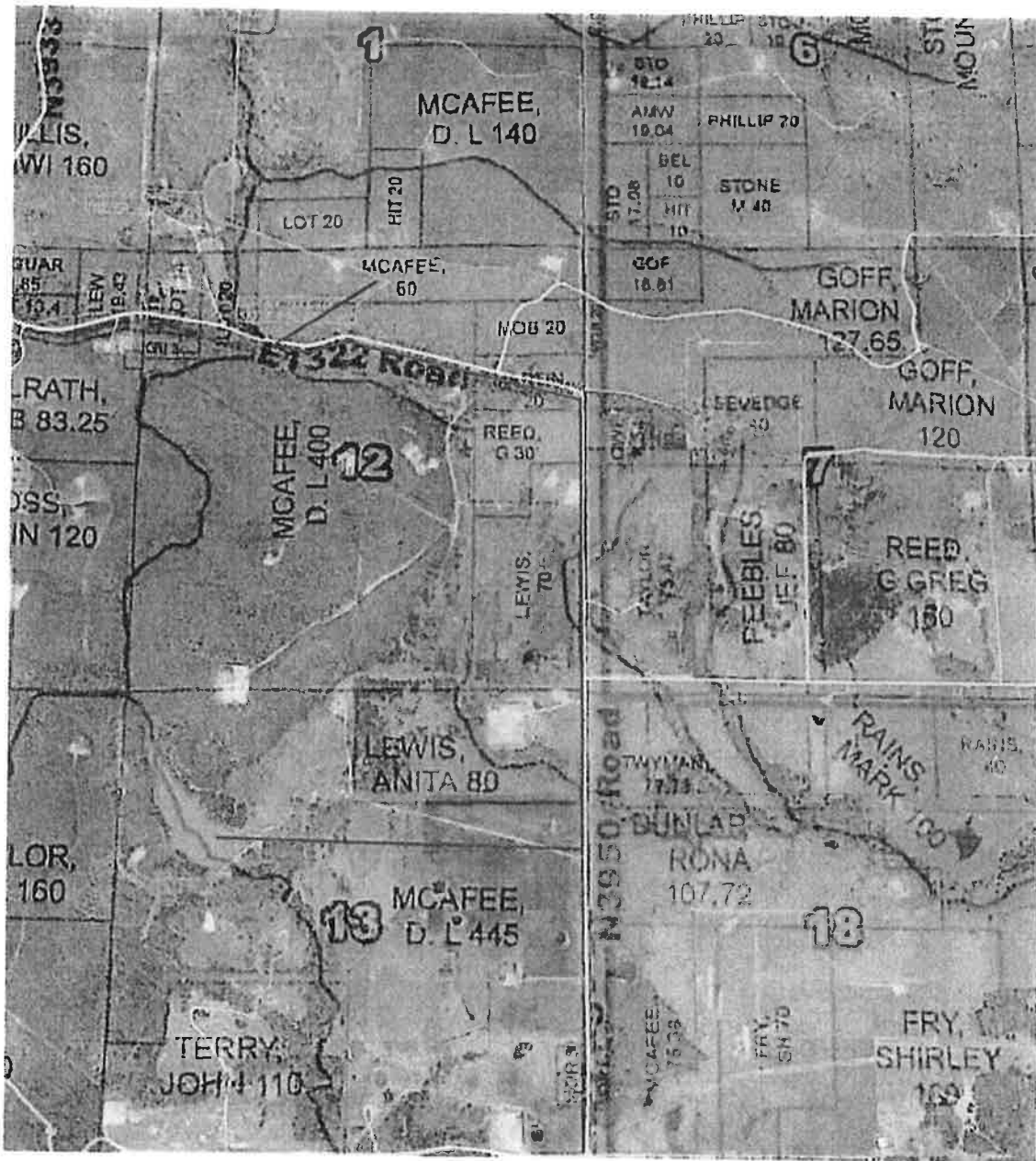
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BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

ATTEST:



\_\_\_\_\_  
District 1 Commissioner  
*[Signature]*  
\_\_\_\_\_  
District 2 Commissioner  
*[Signature]*  
\_\_\_\_\_  
District 3 Commissioner  
*[Signature]*  
\_\_\_\_\_  
County Clerk



Temporary lay flat line route for Ace completion and flowback

Ace Pad  
 12-07N-12E  
 Pittsburg Co.

Line Start: 13-07N-12E Pittsburg Co.  
 Line End: 12-07N-12E Pittsburg Co.

# National Flood Hazard Layer FIRMette



5°0'2"W 35°5'8"N



## Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAY

**SPECIAL FLOOD HAZARD AREAS**

- Without Base Flood Elevation (BFE) Zone A, V, A99
- With BFE or Depth Zone AE, AO, AH, VE, Regulatory Floodway
- 0.2% Annual Chance Flood Hazard, of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile
- Future Conditions 1% Annual Chance Flood Hazard Zone X
- Area with Reduced Flood Risk due to Levee. See Notes. Zone X
- Area with Flood Risk due to Levee

**OTHER AREAS OF FLOOD HAZARD**

- Area of Minimal Flood Hazard Zone
- Effective LOMRs
- Area of Undetermined Flood Hazard

**GENERAL STRUCTURES**

- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

**OTHER FEATURES**

- Cross Sections with 1% Annual Chance Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

**MAP PANELS**

- Digital Data Available
- No Digital Data Available
- Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 5/24/2022 at 5:38 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following elements do not appear: basemap imagery, flood zone label legend, scale bar, map creation date, community identifiers FIRM panel number, and FIRM effective date. Map images of unmapped and unmodernized areas cannot be used for regulatory purposes.

PERMIT# 21-030

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

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

PLEASE PRINT  
PUBLIC SERVICE/PIPELINE OWNER NAME: WaterBridge Arkoma Operating, LLC

CONTACT: Adam Few EMAIL: adam.few@h2obridge.com

ADDRESS: 1501 E. Pierce Ave. PHONE: (918) 470-4570

CITY: McAlester STATE: OK ZIP CODE: 74501

CONSTRUCTION COMPANY NAME: TBD

CONTACT: Adam Few EMAIL: adam.few@h2obridge.com

ADDRESS: 1501 E. Pierce Ave. PHONE: (918) 470-4570

CITY: McAlester STATE: OK ZIP CODE: 74501

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

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

LOCATION

Beginning at 35.073460, -96.930569 and cross freeway route S. Clearlake Road  
GPS Location (in decimals) Cross or Parallel County Road Name

Approximately 1.05 miles North of S. Clearlake Road and N Four Corners Road and ending at  
North, South, East, West Name of Closest Intersecting Road or Highway

35.073460, -96.930343 Embraced in Section 15 Township 7N Range 13E  
GPS Location (in decimals)

PIPELINES	ELECTRIC
SIZE <u>8"</u> ALLOY/MATERIAL <u>HDPE Poly SDR7</u> WALL THICKNESS <u>1.182"</u> CONTENTS <u>produced water</u> MFG. TEST PRESSURE <u>500psi</u> MAX. OPERATING PRESSURE <u>336psi</u> WORKING PRESSURE <u>&lt;200psi</u>	VOLTAGE _____ CONDUCTOR SIZE _____ TYPE OF STRUCTURE _____ RULING SPAN _____
COMMUNICATIONS	SERVICE ENTRANCE
WIRES/PAIRS/STRANDS _____ GAUGE _____ CABLE TYPE _____	DIAMETER OF CULVERT PIPE _____ LENGTH OF CULVERT PIPE _____

CASING  
 SIZE 12" ALLOY/MATERIAL Carbon Still WALL THICKNESS .25"

FLOODPLAIN ADMINISTRATOR'S REVIEW

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

   Does   X   Does Not

fall within any floodplain.

Tawanna Cathey  
 Signature, Pittsburg County Floodplain Administrator

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

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

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

Initial: AC

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

Initial: AC



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

Initial: AF

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

Initial: AF

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

Initial: AF

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

Initial: AF

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

Initial: AF

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

Initial: AF

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

Initial: AF

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



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

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

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

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

Initial: AF

11. All section corners and  $\frac{1}{4}$  section corners shall be protected. No pipeline or utility line shall cross an intersection diagonally. No liens shall cross within 50 feet of a  $\frac{1}{4}$  section corner or 100' of a bridge.

Initial: AF

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

Initial: AF

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

Initial: AF

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

Initial: AF

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

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

Initial: AF

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

Initial: AF

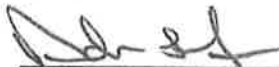
**FEE SCHEDULE**  
(Check must accompany permit)

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

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

**PETITIONER/CONTRACTOR'S ATTESTMENT**

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

  
Petitioner/Contractor Signature

5-20-2022  
Date

Director, Development  
Title

(918) 470-4570  
Phone Number

PERMIT APPROVAL

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

Approved on the 31<sup>st</sup> day of May, 20 22.

Pittsburg County District # 3

Company Check# 1067 Date of Check 5/24/22 Amount of Check \$1,000.00

COMMISSIONERS COMMENTS/CHANGES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

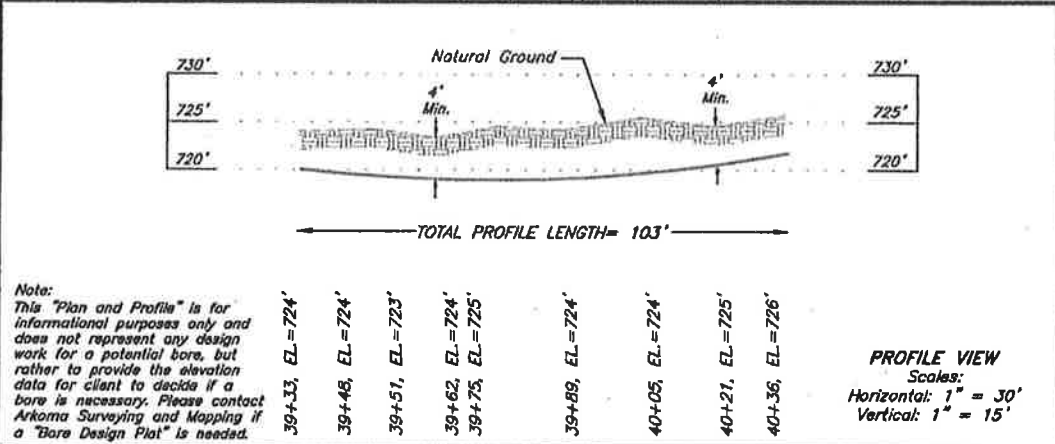
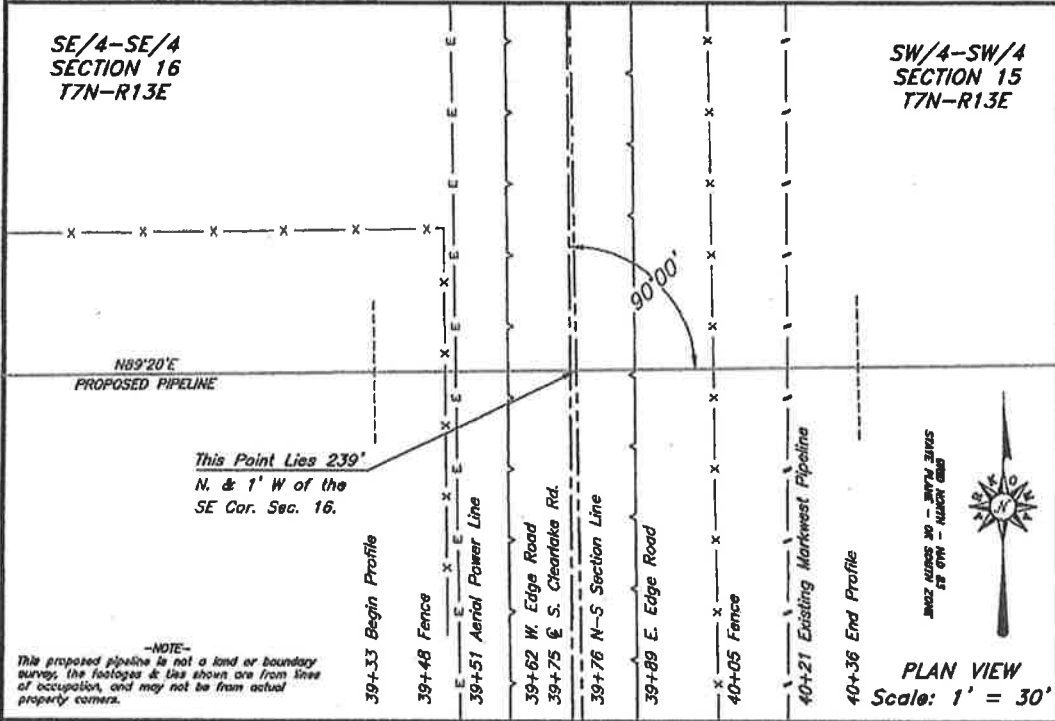


\_\_\_\_\_  
District 1 Commissioner  
[Signature]  
\_\_\_\_\_  
District 2 Commissioner  
[Signature]  
\_\_\_\_\_  
District 3 Commissioner  
[Signature]  
\_\_\_\_\_  
County Clerk

# PLAN AND PROFILE

EXHIBIT "A"

FOR A PROPOSED 8" POLY PIPELINE CROSSING "S. CLEARLAKE RD."  
 IN A PART OF THE SE/4-SE/4 SECTION 16 & SW/4-SW/4  
 SECTION 15, T7N-R13E, PITTSBURG COUNTY, OKLAHOMA



**CERTIFICATION:**  
 This is to certify that this proposed pipeline plat represents a survey made on-the-ground performed under the supervision of the undersigned.

*Lance G. Mathis*  
 LANCE G. MATHIS  
 05/12/2022  
 L.P.L.S. #1664

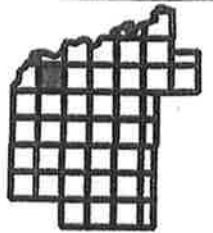


<b>WATERBRIDGE ARKOMA OPERATING LLC</b> Houston, Texas	SURV. BY: H.S. 05/05/2022	SCALE: 1" = 30'		
	DRAWN BY: M.K. 05/11/2022	JOB NO.: 10-029		
APPROVED BY: L.G.M.	DRAW. NO.: 10-029-RD			
SHEET 1 OF 1	SHEET SIZE: 8.5" X 14"			
<b>ARKOMA SURVEYING &amp; MAPPING, PLLC</b> (918)465-5711 P.O. Box 238 CA #3348 (918)465-5830 for Wburton, OK 74578 EXP. DATE 6-30-22	NO.	REVISION DESCRIPTION	DATE	BY



# T07N R13E

0 2500 5000 7500 10000 ft



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