

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

FILED

JUN 24 2022

TIME 8:53 AM
HOPE TRAMMELL, COUNTY CLERK
PITTSBURG COUNTY

BY _____ DEPUTY

DATE: JUNE 27, 2022

TIME: 9:00 A.M.

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

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

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

1. CALL MEETING TO ORDER

2. ROLL CALL:

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

3. APPROVAL OF AGENDA

4. APPROVE/DISAPPROVE MEETING MINUTES

A. Regular Meeting Minutes from June 20, 2022

B. Special Meeting Minutes from June 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. Letter changing Designated Employer Representative for drug and alcohol testing purposes

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

A. Award Six Month Bids

9. AGENDA ITEMS

- A. Resolution 22-276 to Renew Lease Agreement with Pitney Bowes for FY 2022-2023 – Assessor
- B. Resolution 22-277 to Renew Lease Agreement with Xerox for FY 2022-2023 – Assessor
- C. Resolution 22-278 to Cancel Purchase Order – District 1
- D. Resolution 22-279 to Cancel Purchase Orders – Ashland VFD
- E. Resolution 22-280 to Cancel Purchase Order – Bugtussle VFD
- F. Resolution 22-281 to Cancel Purchase Orders – Blanco VFD
- G. Resolution 22-282 to Cancel Purchase Orders – Blue VFD
- H. Resolution 22-283 to Cancel Purchase Orders – Canadian FD
- I. Resolution 22-284 to Cancel Purchase Order – Haileyville FD
- J. Resolution 22-285 to Cancel Purchase Order - Haywood/Arpelar FD
- K. Resolution 22-286 to Cancel Purchase Orders – Indianola FD
- L. Resolution 22-287 to Cancel Purchase Orders – Russellville FD
- M. Resolution 22-288 to Cancel Purchase Orders – Sam's Point FD
- N. Resolution 22-289 to Accept Donation – BOCC
- O. Resolution 22-290 to Cancel Warrants – County Clerk
- P. Approve/Disapprove Financial Statement for Resale Property Fund – Treasurer
- Q. Resolution 22-291 to Approve Banking Contract for the County General Fund and Official Depository - Treasurer
- R. Resolution 22-292 to Invest all County Funds – Treasurer
- S. Resolution 22-293 to Invest DA Control Substance, Supervision Fee, 991 Supervision Fees and DA Equitable Sharing – DOJ Funds – Treasurer
- T. Resolution 22-294 to Invest Assessor Revolving Fee Fund – Treasurer
- U. Resolution 22-295 to Invest Emergency Management Fund – Treasurer
- V. Resolution 22-296 to Invest Mechanic Lien Cash Bond – Treasurer
- W. Resolution 22-297 to Invest Rural Fire – ST for the Fire Districts – Treasurer
- X. Resolution 22-298 to Invest Juvenile Detention Building & Maintenance Fund – Treasurer
- Y. Resolution 22-299 to Invest Treasurer Mortgage Certification Fund – Treasurer
- Z. Resolution 22-300 to Invest Jail – ST, Animal Shelter – ST, and Road & Bridges – ST Funds (Sales Tax) – Treasurer
- AA. Resolution 22-301 to Invest Court Clerk Revolving Fund & Court Fund – Treasurer
- BB. Resolution 22-302 to Invest American Rescue Plan Act Funds (ARPA) – Treasurer
- CC. Resolution 22-303 to Invest County Bridges and Road Improvement Funds (CBRI) – Treasurer
- DD. Resolution 22-304 to Approve Canon Financial, Quadient Leasing, Kellpro, Forte, TM Consulting Contracts for FY 2022 – 2023 – Treasurer
- EE. Resolution 22-305 to Renew Lease Agreements – BOCC

- FF. Resolution 22-306 to Renew Lease Agreements – District 1
- GG. Resolution 22-307 to Renew Lease Agreements – District 2
- HH. Resolution 22-308 to Renew Lease Agreements – District 3
- II. Resolution 22-309 to Renew Lease Agreements – Sheriff
- JJ. Resolution 22-310 to Renew Lease Agreements – County Clerk
- KK. Resolution 22-311 to Renew Lease Agreements – Election Board
- LL. Approve/Disapprove Request for Appointment of Requisitioning and Receiving Officers for FY 2022-2023 – Health Department
- MM. Approve/Disapprove Contract Labor Agreement with CR Mowing for FY 2022-2023 – Health Department
- NN. Approve/Disapprove VIP Voice Services Agreement for FY 2022-2023 – Health Department
- OO. Approve/Disapprove VIP Voice Services Fiber Internet Upgrade for FY 2022-2023 – Health Department
- PP. Approve/Disapprove Standley Systems Agreement for FY 2022-2023 – Health Department
- QQ. Approve/Disapprove Pitney Bowes Agreement for FY 2022-2023 – Health Department
- RR. Approve/Disapprove Shred-It Agreement for FY 2022-2023 – Health Department
- SS. Approve/Disapprove Johnson Controls Agreement for FY 2022-2023 – Health Department
- TT. Approve/Disapprove Clifford Power Agreement for FY 2022-2023 – Health Department
- UU. Approve/Disapprove Pay Application No. 1 to Crawford Roofing for the Courthouse Roof Replacement Project, Project No. ARPA-21.009
- VV. Approve/Disapprove Project Development Agreement between Pittsburg County and Entegriy Energy Partners to conduct an energy audit of the Pittsburg County Courthouse and the Southeast Expo Center
- WW. Discuss and Possibly Act upon Awarding Vendor for upgrades to the Canadian repeater – Sheriff
- XX. Discuss and Possibly Act upon Awarding Vendor for upgrades to the Quinton repeater – Sheriff
- YY. Approve/Disapprove Resolution 22-312 to Execute the Agreement Establishing the Association of County Commissioners of Oklahoma Self-Insured Group (ACCO-SIG); Accept and Approve Payment Option for FY 2022-2023
- ZZ. Approve/Disapprove Pay Application No. 5 for Trane US Inc. for the HVAC Project at the Pittsburg County Jail, Project No. ARPA-21.002
- AAA. Approve/Disapprove Transcript of Proceedings; Resolution 22-313 for Commissioners Sale; Approve and Sign County Deed, all for N 40' Lot 4 Block 513, South McAlester and W 120' of Alley – Treasurer
- BBB. Approve/Disapprove City/County Agreement for a Joint Civil Defense/Emergency Management Administration between Pittsburg County and the City of McAlester – Emergency Management
- CCC. Approve/Disapprove Proposal between JE Systems and Pittsburg County for the Annual Fire Alarm Inspection at the Pittsburg County Courthouse
- DDD. Approve/Disapprove Tentative Budget for the Pittsburg County Animal Shelter for Fiscal Year 2022-2023
- EEE. Approve/Disapprove Tentative Budget for the Pittsburg County Jail for Fiscal Year 2022-2023

FF. Discuss and Take Action to Hire a Commissioner's Assistant for the Board of County Commissioners Courthouse Office

GG. Resolution 22-314 to Renew Lease Agreements through the Oklahoma Department of Transportation Revolving Fund – BOCC

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
JUNE 27, 2022
MINUTES**

The Board of County Commissioners, Pittsburg County, met in regular session on June 13, 2022 at 9:00 A.M., Meeting held in County Commissioners Conference Room, after proper notice and agenda were posted indicating time and date. Agenda was posted at 8:53 A.M., June 24, 2022.

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

Ross Selman	Present
Kevin Smith	Present
Charlie Rogers	Absent

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

AYE: Kevin Smith
Ross Selman

NAY: None.

Motion Passed.

4. APPROVE/DISAPPROVE MEETING MINUTES:

A. REGULAR MEETING MINUTES FROM JUNE 20, 2022: The minutes from the previous meeting, June 20, 2022 regular meeting. Smith made a motion to approve the minutes as read; seconded by Selman.

AYE: Kevin Smith
Ross Selman

NAY: None.

Motion Passed.

B. SPECIAL MEETING MINUTES FROM JUNE 23, 2022: The minutes from the previous meeting, June 23, 2022 special meeting. Selman made a motion to approve the minutes as read; seconded by Smith.

AYE: Kevin Smith
Ross Selman

NAY: None.

Motion Passed.

5. RECOGNITION OF GUESTS/PUBLIC COMMENTS: None.

Rogers joined the meeting at 9:02 A.M.

6. OFFICIALS – DEPARTMENT REPORTS:

A. LETTER CHANGING DESIGNATED EMPLOYER REPRESENTATIVE FOR DRUG AND ALCOHOL TESTING PURPOSES: Smith read the letter changing one of the designated employer representatives for drug and alcohol testing.

7. FISCAL TRANSACTIONS:

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

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

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

Pittsburg County Commissioners Minutes
June 27, 2022
Page 3

AYE: Kevin Smith
 Charlie Rogers
 Ross Selman

NAY: None.

Motion Passed.

C. OFFICIAL'S MONTHLY REPORTS: None.

D. BLANKET PURCHASE ORDERS:

DEPT	PO	AMOUNT	VENDOR
Animal Shelter	11239	\$100.00	Fuelman
Expo	11242	\$100.00	Johnny's A St Market

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

AYE: Kevin Smith
 Charlie Rogers
 Ross Selman

NAY: None.

Motion Passed.

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

VENDOR	UNLEADED NON- ETHANOL	UNDYED LOW S. DIESEL	DYED LOW S. DIESEL	PROPANE
RAM INC.	4.400	4.6500	4.6500	2.4900
HOOTEN	4.72914	4.92754	4.93124	No Bid
HOPKINS	4.5200	4.7700	4.7700	2.4900

Pittsburg County Commissioners Minutes
June 27, 2022
Page 4

Selman noted that all of the bids are for today only. Selman made a motion to award unleaded, undyed low sulfur diesel and dyed low sulfur diesel to Ram and propane to Ram and Hopkins with the stipulation that if the vendor cannot deliver, to move to the next lowest bidder and to quote the bids again if needed; seconded by Rogers.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

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

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

The board moved down the agenda to item 9A.

9. AGENDA ITEMS:

A. RESOLUTION 22-276 TO RENEW LEASE AGREEMENT WITH PITNEY BOWES FOR FY 2022-2023 - ASSESSOR: Selman made a motion to approve the resolution; seconded by Rogers.

Pittsburg County Commissioners Minutes
June 27, 2022
Page 5

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

B. RESOLUTION 22-277 TO RENEW LEASE AGREEMENT WITH XERO FOR FY 2022-2023 - ASSESSOR: Rogers made a motion to approve the resolution; seconded by Selman.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

C. RESOLUTION 22-278 TO CANCEL PURCHASE ORDER – DISTRICT 1: Smith read the resolution stating purchase order 10408. Smith made a motion to approve the resolution; seconded by Rogers.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

D. RESOLUTION 22-279 TO CANCEL PURCHASE ORDERS – ASHLAND VFD: Smith read the resolution stating purchase orders 68, 2671, 3854, 4621 and 8515. Smith made a motion to cancel the purchase orders; seconded by Rogers.

Pittsburg County Commissioners Minutes
June 27, 2022
Page 6

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

E. RESOLUTION 22-280 TO CANCEL PURCHASE ORDER – BUGTUSSE VFD: Smith read the resolution stating purchase order 4626. Smith made a motion to cancel the purchase order; seconded by Selman.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

F. RESOLUTION 22-281 TO CANCEL PURCHASE ORDERS – BLANCO VFD: Smith read the resolution stating purchase orders 2673, 5593 and 8517. Selman made a motion to cancel the purchase orders; seconded by Rogers.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

G. RESOLUTION 22-282 TO CANCEL PURCHASE ORDERS – BLUE VFD: Smith read the resolution stating purchase orders 72, 905, 1818, 2675, 4625 and 5594. Selman made a motion to cancel the purchase orders; seconded by Smith.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

H. RESOLUTION 22-283 TO CANCEL PURCHASE ORDERS – CANADIAN FD: Smith read the resolution stating purchase orders 1820 and 5597. Selman made a motion to cancel the purchase orders; seconded by Rogers.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

I. RESOLUTION 22-284 TO CANCEL PURCHASE ORDER – HAILEYVILLE FD: Smith made a motion to strike the item from the agenda; seconded by Rogers.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

J. RESOLUTION 22-285 TO CANCEL PURCHASE ORDER – HAYWOOD/ARPELAR FD: Smith read the resolution stating purchase order 83. Rogers made a motion to cancel the purchase order; seconded by Selman.

Pittsburg County Commissioners Minutes
June 27, 2022
Page 8

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

K. RESOLUTION 22-286 TO CANCEL PURCHASE ORDERS – INDIANOLA FD: Smith read the resolution stating purchase orders 85, 914, 2684, 3868 and 5603. Selman made a motion to cancel the purchase orders; seconded by Rogers.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

L. RESOLUTION 22-287 TO CANCEL PURCHASE ORDERS – RUSSELLVILLE FD: Smith read the resolution stating purchase orders 3869, 4635 and 5604. Rogers made a motion to cancel the purchase orders; seconded by Selman.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

M. RESOLUTION 22-288 TO CANCEL PURCHASE ORDERS – SAM'S POINT FD: Smith read the resolution stating purchase orders 917 and 1830. Selman made a motion to cancel the purchase orders; seconded by Smith.

Pittsburg County Commissioners Minutes
June 27, 2022
Page 9

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

N. RESOLUTION 22-289 TO ACCEPT DONATION – BOCC: Smith read the resolution. Smith made a motion to approve the resolution; seconded by Selman.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

O. RESOLUTION 22-290 TO CANCEL WARRANTS – COUNTY CLERK: Smith read the resolution. Smith made a motion to approve the resolution; seconded by Selman.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

P. APPROVE/DISAPPROVE FINANCIAL STATEMENT FOR RESALE PROPERTY FUND - TREASURER: Smith made a motion to approve the financial statement; seconded by Selman.

Pittsburg County Commissioners Minutes
June 27, 2022
Page 10

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

Q. RESOLUTION 22-291 TO APPROVE BANKIND CONTRACT FOR THE COUNTY GENERAL FUND AND OFFICIAL DEPOSITORY - TREASURER: Smith read the resolution. Jennifer Lenox-Hackler stated that it is the same contract as last year. Selman made a motion to approve the resolution; seconded by Smith.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

R. RESOLUTION 22-292 TO INVEST ALL COUNTY FUNDS - TREASURER: Smith read the resolution. Smith made a motion to approve the resolution; seconded by Selman.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

S. RESOLUTION 22-293 TO INVEST DA CONTROL SUBSTANCE, SUPERVISION FEE, 991 SUPERVISION FEES AND DA EQUITABLE SHARING -DOJ FUNDS - TREASURER: Smith read the resolution. Smith made a motion to approve the resolution; seconded by Selman.

Pittsburg County Commissioners Minutes
June 27, 2022
Page 11

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

T. RESOLUTION 22-294 TO INVEST ASSESSOR REVOLVING FEE FUND -
TREASURER: Smith read the resolution. Smith made a motion to approve the resolution;
seconded by Rogers.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

U. RESOLUTION 22-295 TO INVEST EMERGENCY MANAGEMENT FUND -
TREASURER: Smith read the resolution. Smith made a motion to approve the resolution;
seconded by Selman.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

V. RESOLUTION 22-296 TO INVEST MECHANIC LIEN CASH BOND - TREASURER:
Smith read the resolution. Smith made a motion to approve the resolution; seconded by Selman.

Pittsburg County Commissioners Minutes
June 27, 2022
Page 12

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

W. RESOLUTION 22-297 TO INVEST RURAL FIRE-ST FOR THE FIRE DISTRICTS -
TREASURER: Smith read the resolution. Smith made a motion to approve the resolution;
seconded by Selman.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

X. RESOLUTION 22-298 TO INVEST JUVENILE DETENTION BUILDING
MAINTENANCE FUND - TREASURER: Smith read the resolution. Smith made a motion to
approve the resolution; seconded by Selman.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

Y. RESOLUTION 22-299 TO INVEST TREASURER MORTGAGE CERTIFICATION
FUND - TREASURER: Smith read the resolution. Selman made a motion to approve the
resolution; seconded by Rogers.

Pittsburg County Commissioners Minutes
June 27, 2022
Page 13

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

Z. RESOLUTION 22-300 TO INVEST JAIL-ST, ANIMAL SHELTER-ST AND ROAD & BRIDGES-ST FUND (SALES TAX) - TREASURER: Smith read the resolution. Selman made a motion to approve the resolution; seconded by Smith.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

AA. RESOLUTION 22-301 TO INVEST COURT CLERK REVOLVING FUND & COURT FUND - TREASURER: Smith read the resolution. Selman made a motion to approve the resolution; seconded by Rogers.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

BB. RESOLUTION 22-302 TO INVEST AMERICAN RESCUE PLAN ACT FUNDS (ARPA) - TREASURER: Smith read the resolution. Smith made a motion to approve the resolution; seconded by Selman.

Pittsburg County Commissioners Minutes
June 27, 2022
Page 14

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

CC. RESOLUTION 22-303 TO INVEST COUNTY BRIDGES & ROAD IMPROVEMENTS FUNDS (CBRI) - TREASURER: Smith read the resolution. Selman made a motion to approve the resolution; seconded by Rogers.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

DD. RESOLUTION 22-304 TO APPROVE CANON FINANCIAL, QUADIENT LEASING, KELLPRO, FORT, TM CONSULTING CONTRACTS FOR FY 2022-2023 - TREASURER: Smith read the resolution. Smith made a motion to approve the resolution; seconded by Selman.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

EE. RESOLUTION 22-305 TO RENEW LEASE AGREEMENTS – BOCC: Smith read the resolution. Smith made a motion to approve the resolution; seconded by Selman.

Pittsburg County Commissioners Minutes
June 27, 2022
Page 15

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

FF. RESOLUTION 22-306 TO RENEW LEASE AGREEMENTS – DISTRICT 1: Smith read the resolution. Smith made a motion to approve the resolution; seconded by Selman.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

GG. RESOLUTION 22-307 TO RENEW LEASE AGREEMENTS – DISTRICT 2: Smith read the resolution. Selman made a motion to approve the resolution; seconded by Smith.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

HH. RESOLUTION 22-308 TO RENEW LEASE AGREEMENTS – DISTRICT 3: Smith read the resolution. Smith made a motion to approve the resolution; seconded by Selman.

Pittsburg County Commissioners Minutes
June 27, 2022
Page 16

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

II. RESOLUTION 22-309 TO RENEW LEASE AGREEMENTS – SHERIFF: Smith read the resolution. Smith made a motion to approve the resolution; seconded by Selman.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

JJ. RESOLUTION 22-310 TO RENEW LEASE AGREEMENTS – COUNTY CLERK: Smith read the resolution. Selman made a motion to approve the resolution; seconded by Rogers.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

KK. RESOLUTION 22-311 TO RENEW LEASE AGREEMENTS – ELECTION BOARD: Smith read the resolution. Smith made a motion to approve the resolution; seconded by Rogers.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

LL. APPROVE/DISAPPROVE REQUEST FOR APPOINTMENT OF REQUISITIONING AND RECEIVING OFFICERS FOR FY 2022-2023 – HEALTH DEPARTMENT: Smith read the requisitioning and receiving officers for FY 2022-2023. Selman made a motion to approve the requisitioning and receiving officers; seconded by Smith.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

MM. APPROVE/DISAPPROVE CONTRACT LABOR AGREEMENT WITH CR MOWING FOR FY 2022-2023 – HEALTH DEPARTMENT: Smith read the contract labor agreement, stating \$250.00 per service. Smith made a motion to approve the agreement; seconded by Rogers.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

NN. APPROVE/DISAPPROVE VIP VOICE SERVICES AGREEMENT FOR FY 2022-2023 – HEALTH DEPARTMENT: Smith read the agreement, stating \$3,244.89 monthly. Smith made a motion to approve the agreement; seconded by Selman.

Pittsburg County Commissioners Minutes
June 27, 2022
Page 18

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

OO. APPROVE/DISAPPROVE VIP VOICE SERVICES FIBER INTERNET UPGRADE FOR FY 2022-2023 – HEALTH DEPARTMENT: Smith read the agreement, stating \$300.00 monthly. Smith made a motion to approve the agreement; seconded by Selman.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

PP. APPROVE/DISAPPROVE STANDLEY SYSTEMS AGREEMENT FOR FY 2022-2023 – HEALTH DEPARTMENT: Smith read the agreement, stating \$664.62 quarterly with \$0.0070 for b/w copies and \$0.05 per color copy. Smith made a motion to approve the agreement; seconded by Selman.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

QQ. APPROVE/DISAPPROVE PITNEY BOWES AGREEMENT FOR FY 2022-2023 – HEALTH DEPARTMENT: Smith read the agreement. Smith made a motion to approve the agreement; seconded by Selman.

Pittsburg County Commissioners Minutes
June 27, 2022
Page 19

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

RR. APPROVE/DISAPPROVE STANDLEY SYSTEMS AGREEMENT FOR FY 2022-2023 – HEALTH DEPARTMENT: Smith read the agreement, stating \$90.30 bi-weekly. Smith made a motion to approve the agreement; seconded by Selman.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

SS. APPROVE/DISAPPROVE JOHNSON CONTROLS AGREEMENT FOR FY 2022-2023 – HEALTH DEPARTMENT: Smith read the agreement, stating \$2,450.00 annually being \$1,850.00 maintenance testing and inspection and \$600.00 for monitoring. Smith made a motion to approve the agreement; seconded by Rogers.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

TT. APPROVE/DISAPPROVE CLIFFORD POWER AGREEMENT FOR FY 2022-2023 – HEALTH DEPARTMENT: Smith read the agreement, stating \$1,246.00 for generator maintenance. Smith made a motion to approve the agreement; seconded by Selman.

Pittsburg County Commissioners Minutes
June 27, 2022
Page 20

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

UU. APPROVE/DISAPPROVE PAY APPLICATION NO. 1 TO CRAWFORD ROOFING FOR THE COURTHOUSE ROOF REPLACEMENT PROJECT, PROJECT NO. ARPA-21.009: Smith stated that the payment application is in the amount of \$201,048.00. Selman made a motion to approve the pay application; seconded by Rogers.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

VV. APPROVE/DISAPPROVE PROJECT DEVELOPMENT AGREEMENT BETWEEN PITTSBURG COUNTY AND ENTEGRITY ENERGY PARTNERS TO CONDUCT AN ENERGY AUDIT OF THE PITTSBURG COUNTY COURTHOUSE AND THE SOUTHEAST EXPO CENTER: Smith explained the agreement. Smith made a motion to approve the agreement; seconded by Selman.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

Pittsburg County Commissioners Minutes

June 27, 2022

Page 21

WW. DISCUSS AND POSSIBLE ACT UPON AWARDING VENDOR FOR UPGRADES TO THE CANADIAN REPEATER - SHERIFF: Smith stated the only quote available is from Muskogee Communications in the amount of \$12,775.00. Smith made a motion to approve the repeater upgrade to Muskogee Communications; seconded by Selman.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

XX. DISCUSS AND POSSIBLE ACT UPON AWARDING VENDOR FOR UPGRADES TO THE QUINTON REPEATER - SHERIFF: Smith stated the only quote available is from Muskogee Communications in the amount of \$12,397.50. Rogers made a motion to approve the repeater upgrade to Muskogee Communications; seconded by Smith.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

YY. APPROVE/DISAPPROVE RESOLUTION 22-312 TO EXECUTE THE AGREEMENT ESTABLISHING THE ASSOCIATION OF COUNTY COMMISSIONERS OF OKAHOMA SELF-INSURED GROUP (ACCO-SIG): ACCEPT AND APPROVE PAYMENT OPTION FOR FY 2022-2023: Smith stated the quote includes a deductible fund of \$75,000.00. Selman made a motion to approve the resolution with payment option #2; seconded by Rogers.

Pittsburg County Commissioners Minutes
June 27, 2022
Page 22

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

ZZ. APPROVE/DISAPPROVE PAY APPLICATIN NO. 5 FOR TRANE US INC. FOR THE HVAC PROJECT AT THE PITTSBURG COUNTY JAIL, PROJECT NO. ARPA-21.002: Smith stated the payment application is in the amount of \$12,355.00. Selman made a motion to approve the pay application; seconded by Rogers.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

AAA. APPROVE/DISAPPROVE TRANSCRIPT OF PROCEEDINGS; RESOLUTION 22-313 FOR COMMISSIONERS SALE; APPROVE AND SIGN COUNTY DEED, ALL FOR N 40' LOT 4 BLOCK 513, SOUTH MCALESTER AND W 120' OF ALLEY: Jennifer Lenox-Hackler explained the commissioners sale. Smith made a motion to approve the commissioner's sale; seconded by Rogers.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

BBB. APPROVE/DISAPPROVE CITY/COUNTY AGREEMENT FOR A JOINT CIVIL DEFENSE/EMRGENCY MANAGEMNT ADMINISTRATION BETWEEN PITTSBURG COUNTY AND THE CITY OF MCALESTER- EMERGENCY MANAGEMENT: Smith stated that it is the standard agreement. Smith made a motion to approve the agreement; seconded by Rogers.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

CCC. APPROVE/DISAPPROVE PROPOSAL BETWEEN JE SYSTEMS AND PITTSBURG COUNTY FOR THE ANNUAL FIRE ALARM INSPECTION AT THE PITTSBURG COUNTY COURTHOUSE: Smith stated that the agreement is in the amount of \$2,105.00. Selman made a motion to approve the agreement; seconded by Rogers.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

DDD. APPROVE/DISAPPROVE TENTATIVE BUDGET FOR THE PITTSBURG COUNTY ANIMAL SHELTER FOR FISCAL YEAR 2022-2023: Smith stated that the budget for the 1st half of the year is \$334,213.58. Selman made a motion to approve the tentative budget; seconded by Rogers.

Pittsburg County Commissioners Minutes
June 27, 2022
Page 24

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

EEE. APPROVE/DISAPPROVE TENTATIVE BUDGET FOR THE PITTSBURG COUNTY JAIL FOR FISCAL YEAR 2022-2023: Smith stated that the budget for the 1st half of the year is \$708,350.50. Smith made a motion to approve the tentative budget; seconded by Rogers.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

FFF. DISCUSSION AND TAKE ACTION TO HIRE A COMMISSIONER'S ASSISTANT FOR THE BOARD OF COUNTY COMMISSIONER'S COURTHOUSE OFFICE: Selman made a motion to hire Kelsey Heard; seconded by Smith.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

GGG. RESOLUTION 22-314 TO RENEW LEASE AGREEMENTS THROUGH THE OKLAHOMA DEPARTMENT OF TRANSPORTATION REVOLVING FUND - BOCC: Smith explained the resolution. Smith made a motion to approve the resolution; seconded by Selman.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

10. NEW BUSINESS:

A. CONSIDERATION AND POSSIBLE ACTION WITH RESPECT TO ANY OTHER MATTERS NOT KNOWN ABOUT OR WHICH COULD NOT HAVE BEEN FORSEEN PRIOR 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 strike the item from the agenda; seconded by Selman.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

B. 22-030, WATERBRIDGE ARKOMA OPERATING, LLC – DISTRICT 3: Smith made a motion to strike the item from the agenda; seconded by Selman.

Pittsburg County Commissioners Minutes
June 27, 2022
Page 26

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

12. 10:00 A.M. – BID OPENINGS: None.

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

14. ADJOURNMENT/RECESS: Selman made a motion to recess until 10:05; seconded by Rogers.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed. Meeting Recessed.

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

Ross Selman	Present
Kevin Smith	Present
Charlie Rogers	Present

The board moved back up the agenda to item 8.

8. UNFINISHED BUSINESS:

A. AWARD SIX MONTH BIDS: The board reviewed the six-month bids. Smith made a motion to accept the bids as lowest or best bid as marked and go to the next lowest or best price do to availability; seconded by Rogers.

CRUSHED STONE

District #1

Dolese south of Crowder/Blocker Road
Stigler Stone north of Crowder/Blocker Road
With all chips to Dolese.

District #2

Dolese except all rip rap to P&K Stone.

District #3

Dolese except 6" to 8" Rip Rap to P&K Stone.

DECOMPOSED SCREENED GRANITE

Blessing Gravel

ASPHALT SAND

Muskogee Sand
Kemp Stone

ROAD OILS

Ergon
Wright Asphalt
Asphalt & Fuel Supply

CONCRETE

Twin Cities Ready Mix

GRADER BLADES

Warren Cat

PLASTIC PIPE

Ferguson Enterprises
KC Farm Machinery

USED STEEL PIPE

Alford Metals
The Railroad Yard
Sunbelt Equipment

NEW & USED STEEL

The Railroad Yard

PETROLEUM PRODUCTS

OK Tire & Auto
Warren Cat

TIRES & SERVICE

T&W Tire
Direct Discount Tire
OK Tire & Auto

HAULING

CMC Express
Parrott Trucking
KMB Trucking

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

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed. Meeting Adjourned.

Purchase Orders By Account

Fiscal Year : 2021-2022

Date Range: 06/27/2022 to 06/27/2022

PO	Warrant No.	Vendor Name	Purpose	Amount
Animal Shelter				
1316-1-8020-2005				
010814	000706	ATWOODS	DOG FOOD	\$ 674.75
010815	000707	KELLPRO SOFTWARE & TECHNOLOG	SOFTWARE	\$ 1,312.61
010816	000708	WALMART COMMUNITY CARD	DOG AND CAT FOOD	\$ 797.92
010947	000709	PET SENSE	PET SUPPLIES	\$ 41.99
010969	000710	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 1,427.88
010972	000711	CENTER, EWELL	VET SERVICES	\$ 600.00
			Total:	\$ 4,855.15
ARPA 2021				
1566-1-2000-4110				
011104	000053	MARTIN ROOFING	ROOF REPAIR	\$ 60,000.00
			Total:	\$ 60,000.00
CBRI				
1103-6-4200-2075				
011065	000070	THE RAILROAD YARD	HALF TANK CAR	\$ 34,000.00
			Total:	\$ 34,000.00
1103-6-4300-2075				
010208	000069	ERGON ASPHALT & EMULSIONS	DEMURRAGE	\$ 210.00
			Total:	\$ 210.00
Control Substance				
7301-1-0200-2005				
010541	000024	GALLS LLC	CLOTHING	\$ 846.45
			Total:	\$ 846.45
Econ Dev Trust				
7603-4-0500-2005				
009740	000353	JOHNNYS A STREET MARKET	INMATE LUNCHES	\$ 196.37

PO	Warrant No.	Vendor Name	Purpose	Amount
Econ Dev Trust				
7603-4-0500-2005				
010728	000354	LOWES	SHOP SUPPLIES	\$ 100.52
011128	000355	LINGO COMMUNICATIONS	MONTHLY SERVICE	\$ 157.94
011130	000356	JOHNNYS A STREET MARKET	INMATE LUNCHES	\$ 13.90
011141	000357	JOHNNYS A STREET MARKET	INMATE LUNCHES	\$ 202.89
011142	000358	OK TIRE	FLAT REPAIR	\$ 15.00
011143	000359	O REILLY AUTO PARTS	SHOP SUPPLIES	\$ 1.95
011144	000360	LOWES	SHOP SUPPLIES	\$ 124.21
011146	000361	JOHNNYS A STREET MARKET	INMATE LUNCHES	\$ 7.93
			Total:	\$ 820.71
Emergency Mgmt				
1212-2-2700-1310				
011219	000319	BAUGHMAN, LEONARD C.	TRAVEL	\$ 139.23
			Total:	\$ 139.23
1212-2-2700-2005				
010373	000320	CINTAS FIRST AID AND SAFETY #418	FIRST AID SUPPLIES	\$ 125.11
010680	000321	WAV 11	PROJECTOR REPAIRS	\$ 150.00
011082	000322	CENTER POINT ENERGY ARKLA	MONTHLY SERVICE	\$ 119.76
011084	000323	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 11.91
011085	000324	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 1,390.67
011218	000325	FUSION	MONTHLY SERVICE	\$ 344.71
			Total:	\$ 2,142.16
General				
0001-1-0100-2005				
011200	004066	PITNEY BOWES INC	POSTAGE METER LEASE	\$ 75.00
011201	004067	5R INC	MONTHLY SERVICE	\$ 50.00
011205	004068	AAA MINI STORAGE	STORAGE RENTAL	\$ 275.00
011206	004069	FUSION	MONTHLY SERVICE	\$ 63.48
			Total:	\$ 463.48
0001-1-0600-2005				
011182	004070	FUSION	MONTHLY SERVICE	\$ 63.47
			Total:	\$ 63.47
0001-1-1000-2005				
011060	004071	MILLER OFFICE EQUIPMENT	COPIER MAINTENANCE	\$ 141.65

PO	Warrant No.	Vendor Name	Purpose	Amount
General				
0001-1-1000-2005				
011181	004072	FUSION	MONTHLY SERVICE	\$ 63.47
			Total:	\$ 205.12
0001-1-1600-2005				
010906	004073	PITNEY BOWES GLOBAL FINANCIAL S	INK CARTRIDGES	\$ 237.98
011184	004074	FUSION	MONTHLY SERVICE	\$ 63.48
			Total:	\$ 301.46
0001-1-1700-1310				
011209	004075	COSPER, CONCHATTA L.	TRAVEL	\$ 105.30
011210	004076	MOODY, ELIZABETH R.	TRAVEL	\$ 86.00
011211	004077	TRIPP, HILLARY N.	TRAVEL	\$ 205.34
			Total:	\$ 396.64
0001-1-1700-2005				
011134	004078	OK TIRE	OIL CHANGE ETC	\$ 246.51
			Total:	\$ 246.51
0001-1-2200-1310				
010995	004079	SMITH, YVONNE	TRAVEL	\$ 14.04
010996	004080	WOOD, GREGORY	TRAVEL	\$ 9.36
010997	004081	MASON, PATTY	TRAVEL	\$ 16.38
011122	004082	BARNES, TONYA M.	TRAVEL	\$ 86.58
			Total:	\$ 126.36
0001-1-2200-2005				
007881	004083	OCI MANUFACTURING	FILE CABINET	\$ 1,012.05
011140	004084	JOHNNYS A STREET MARKET	BOTTLED WATER	\$ 33.95
011185	004085	FUSION	MONTHLY SERVICE	\$ 63.47
			Total:	\$ 1,109.47
0001-1-2200-4110				
006268	004086	OCI MANUFACTURING	FILE CABINET	\$ 4,111.83
			Total:	\$ 4,111.83
0001-1-3300-2005				
011086	004087	BEMAC SUPPLY	A/C PARTS	\$ 234.99
011114	004088	LOWES	FANS	\$ 1,054.40
011119	004089	CENTER POINT ENERGY ARKLA	MONTHLY SERVICE	\$ 59.86
011139	004090	KC FARM MACHINERY INC.	BLADES	\$ 281.40

PO	Warrant No.	Vendor Name	Purpose	Amount
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General

0001-1-3300-2005

011195	004091	CINTAS CORPORATION # 618	JANITORIAL SUPPLIES	\$ 41.08
			Total:	\$ 1,671.73

0001-2-0400-2012

010493	004092	INDIAN NATION WHOLESALE CO.	INMATE GROCERIES	\$ 64.57
			Total:	\$ 64.57

0001-5-0900-2005

011196	004093	FUSION	MONTHLY SERVICE	\$ 159.10
011197	004094	ALERT 360	MONTHLY SERVICE	\$ 46.64
			Total:	\$ 205.74

Health

1216-3-5000-1310

008957	000400	HOLIDAY, KAREN	TRAVEL	\$ 95.06
			Total:	\$ 95.06

1216-3-5000-2005

011062	000401	VIP VOICE SERVICES LLC	MONTHLY SERVICE	\$ 3,544.85
			Total:	\$ 3,544.85

Highway

1102-6-4100-1310

010981	002594	JOHNSON, DOUGLAS W.	TRAVEL	\$ 88.50
010984	002595	TRIPP, JEREMY L.	TRAVEL	\$ 88.50
010987	002596	JOHNSON, DOUGLAS W.	TRAVEL	\$ 88.50
			Total:	\$ 265.50

1102-6-4100-2005

010514	002597	DOLESE	1 1/2" CRUSHER RUN	\$ 4,632.34
011188	002598	KELLPRO SOFTWARE & TECHNOLOG	COMPUTER SOFTWARE	\$ 90.42
			Total:	\$ 4,722.76

1102-6-4300-2005

010308	002599	FLEET PRIDE	SHOP SUPPLIES	\$ 209.76
010447	002600	FLEET PRIDE	SHOP SUPPLIES	\$ 144.66
010631	002601	STANDARD MACHINE & WELDING	PARTS	\$ 37.13

PO	Warrant No.	Vendor Name	Purpose	Amount
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Highway

1102-6-4300-2005

010657	002602	FLEET PRIDE	PARTS	\$ 526.34
010672	002603	WELDON PARTS INC.	ANTENNA ETC.	\$ 21.08
010808	002604	WELDON PARTS INC.	PARTS	\$ 124.40
010916	002605	W.E. ALLFORD PROPANE	PROPANE	\$ 93.24
010948	002606	LOWES	PARTS	\$ 126.33
010986	002607	FLEET PRIDE	RADIOS	\$ 49.90
010991	002608	FLEET PRIDE	ANTENNAS ETC.	\$ 301.96

Total: \$ 1,634.80

Hwy-ST

1313-6-8040-2005

011022	002884	ASPHALT & FUEL SUPPLY	ROAD OIL	\$ 19,153.08
011034	002885	LOWES	PLANT SUPPLIES	\$ 75.96
011088	002886	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 1,649.36
011126	002887	RAM INC	FUEL	\$ 9,145.50
011155	002888	KIAMICHI AUTOMOTIVE WAREHOUSE	SHOP SUPPLIES	\$ 53.46
011227	002889	LOWES	SHOP SUPPLIES	\$ 108.38

Total: \$ 30,185.74

1313-6-8041-2005

008297	002891	LINDLEYS GROCERY	SHOP SUPPLIES	\$ 149.76
009166	002892	CINTAS CORPORATION # 618	UNIFORM MAINTENANCE	\$ 1,395.80
009433	002893	COMDATA	FUEL	\$ 1,068.89
009569	002894	KELLPRO SOFTWARE & TECHNOLOG	COMPUTER SOFTWARE	\$ 2,085.92
010161	002895	CORE & MAIN	PLASTIC PIPE	\$ 8,680.00
010396	002896	LINDLEYS GROCERY	INMATE LUNCHES	\$ 156.56
010637	002897	CUSTOM PRODUCTS CORPORATION	SHOP SUPPLIES	\$ 2,763.27
010891	002898	T & W TIRE	TIRES & SERVICES	\$ 1,090.29
010931	002899	RINKERS AUTO	SHOP SUPPLIES	\$ 2,472.30
010935	002900	LOWES	SHOP SUPPLIES	\$ 76.63
010963	002901	RAM INC	FUEL	\$ 7,751.36
010965	002902	RAM INC	FUEL	\$ 3,270.38
011036	002903	T & W TIRE	TIRE REPAIR	\$ 416.25
011068	002904	CANON FINANCIAL SERVICES	COPIER LEASE	\$ 150.00
011075	002905	STANDARD MACHINE & WELDING	PARTS	\$ 35.60
011076	002906	RAM INC	FUEL	\$ 575.00
011080	002907	RAM INC	FUEL	\$ 8,740.00
011093	002908	LOWES	PARTS & SHOP SUPPLIE	\$ 179.74
011127	002909	US CELLULAR	MONTHLY SERVICE	\$ 145.20
011156	002910	TRUE VALUE HARTSHORNE	SHOP SUPPLIES	\$ 141.81
011186	002911	FUSION	MONTHLY SERVICE	\$ 63.48
011223	002912	LONGTOWN RW&S DIST. #1	MONTHLY SERVICE	\$ 380.22

PO	Warrant No.	Vendor Name	Purpose	Amount
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Hwy-ST

1313-6-8041-2005

Total: \$ 41,788.46

1313-6-8042-2005

011228	002890	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 54.08
008743	002913	DOLESE	8" SURGE	\$ 2,167.19
009555	002914	DOLESE	1 1/2" ODOT BASE TYPE	\$ 10,732.80
009762	002915	DOLESE	1 1/2" CRUSHER RUN	\$ 9,257.72
009830	002916	YELLOW HOUSE MACHINE	HYDRAULIC FLUID	\$ 106.06
010040	002917	P & K EQUIPMENT	PARTS	\$ 292.72
010041	002918	STANDARD MACHINE & WELDING	PARTS	\$ 43.72
010045	002919	RAM INC	FUEL	\$ 8,179.50
010109	002920	DOLESE	1 1/2" CRUSHER RUN	\$ 9,241.23
010128	002921	P & K EQUIPMENT	PARTS	\$ 1,595.04
010136	002922	ACCO	REGISTRATION	\$ 130.00
010154	002923	P & K EQUIPMENT	PARTS	\$ 3,205.11
010329	002924	PREMIER TRUCK GROUP	PARTS	\$ 1,751.70
010415	002925	DOLESE	1 1/2" CRUSHER RUN	\$ 9,268.43
010422	002926	WHITES TRACTOR & EQUIP	PARTS	\$ 401.50
010423	002927	RAM INC	FUEL	\$ 12,464.13
010446	002928	DIRECT DISCOUNT TIRE	TIRES	\$ 129.40
010462	002929	STANDARD MACHINE & WELDING	PARTS	\$ 152.16
010517	002930	DOLESE	1 1/2" CRUSHER RUN	\$ 9,235.30
010582	002931	ALDERSON REGIONAL LANDFILL	LANDFILL CHARGES	\$ 95.42
010611	002932	DIRECT DISCOUNT TIRE	TIRES	\$ 3,205.00
010640	002933	DOLESE	1 1/2" CRUSHER RUN	\$ 9,294.66
010658	002934	WHITES TRACTOR & EQUIP	PARTS	\$ 228.00
010876	002935	STANDARD MACHINE & WELDING	PARTS	\$ 97.43
010893	002936	DOLESE	1 1/2" CRUSHER RUN	\$ 9,283.30
010910	002937	KC FARM MACHINERY	PARTS	\$ 1,250.00
010914	002938	RAM INC	FUEL	\$ 9,173.90
010918	002939	P & K EQUIPMENT	PARTS	\$ 81.88
010940	002940	STANDARD MACHINE & WELDING	PARTS	\$ 32.00
010971	002941	YELLOW HOUSE MACHINE	PARTS	\$ 42.53
010980	002942	DOLESE	1 1/2" CRUSHER RUN	\$ 9,292.13
011056	002943	DOLESE	1 1/2" CRUSHER RUN	\$ 9,276.52
011073	002944	ATLINK SERVICES	MONTHLY SERVICE	\$ 125.00
011089	002945	RAM INC	FUEL	\$ 8,469.52
011103	002946	LOWES	SHOP SUPPLIES	\$ 284.97
011183	002947	FUSION	MONTHLY SERVICE	\$ 63.47
011187	002948	FUSION	MONTHLY SERVICE	\$ 63.48
011229	002949	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 515.40

Total: \$ 139,282.40

PO	Warrant No.	Vendor Name	Purpose	Amount
Hwy-ST				
1313-6-8043-2005				
007669	002950	BELSHE INDUSTRIES INC	PARTS	\$ 292.72
010606	002951	CUSTOM PRODUCTS CORPORATION	SIGNS	\$ 2,359.86
010807	002952	RAM INC	FUEL	\$ 8,476.81
010811	002953	LOWES	SHOP SUPPLIES	\$ 296.75
010888	002954	DOLESE	#4 SCREENINGS	\$ 2,819.69
010921	002955	P & K EQUIPMENT INC	PARTS	\$ 1,324.44
010949	002956	RINKERS AUTO	DIESEL EXHAUST FLUID	\$ 1,900.00
010950	002957	FLEET PRIDE	PARTS & SHOP SUPPLIE	\$ 820.00
010985	002958	STANDARD MACHINE & WELDING	PARTS	\$ 701.77
010993	002959	DISCOUNT STEEL	STRAPS	\$ 63.70
011018	002960	FLEET PRIDE	BRAKE PARTS	\$ 1,327.60
011019	002961	DIRECT DISCOUNT TIRE	TIRES	\$ 3,846.00
011021	002962	STANDARD MACHINE & WELDING	PARTS	\$ 121.87
011025	002963	RAM INC	FUEL	\$ 8,871.56
011059	002964	T & W TIRE	TIRES & SERVICES	\$ 431.00
011069	002965	MILLER OFFICE EQUIPMENT	MONTHLY COPIER LEAS	\$ 33.70
011192	002966	FUSION	MONTHLY SERVICE	\$ 69.84
011217	002967	US CELLULAR	MONTHLY SERVICE	\$ 435.60
			Total:	\$ 34,192.91

1313-6-8043-2999

010189	002968	WARREN POWER & MACHINERY INC.	FILTER ETC	\$ 1,338.55
			Total:	\$ 1,338.55

Jail-ST

1315-2-8034-2011

010389	000847	CARING HANDS HEALTHCARE CENTE	INMATE PRESCRIPTIONS	\$ 447.85
			Total:	\$ 447.85

Rural Fire-ST

1321-2-8204-2005

008519	001117	COMDATA	FUEL	\$ 311.90
			Total:	\$ 311.90

1321-2-8207-2005

007271	001118	EUFAULA AUTO PARTS INC	AUTO PARTS	\$ 249.88
			Total:	\$ 249.88

PO	Warrant No.	Vendor Name	Purpose	Amount
Rural Fire-ST				
1321-2-8215-2005				
009475	001119	COMDATA	FUEL	\$ 263.16
011237	001120	AT&T	MONTHLY SERVICE	\$ 235.80
011238	001121	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 364.68
			Total:	\$ 863.64
1321-2-8216-2005				
011109	001122	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 91.98
			Total:	\$ 91.98
1321-2-8223-2005				
011133	001123	THE BURROWS AGENCY	INSURANCE	\$ 611.00
			Total:	\$ 611.00
1321-2-8225-2005				
011150	001124	OKLA. NATURAL GAS COMPANY	MONTHLY SERVICE	\$ 38.89
			Total:	\$ 38.89
SH Commissary				
1223-2-0400-2005				
006176	000300	GALLS LLC	UNIFORMS	\$ 780.31
010922	000301	CUSTOM TECHNOLOGIES LLC	INMATE COMMISSARY	\$ 1,233.49
010943	000302	COMMISSARY EXPRESS	INMATE COMMISSARY	\$ 3,024.20
011053	000303	COMMISSARY EXPRESS	KIOSK FEES	\$ 61.75
011116	000304	US FOODS	INMATE COMMISSARY	\$ 346.32
			Total:	\$ 5,446.07
SH Svc Fee				
1226-2-0400-2005				
007498	001795	HOLMANS FAST LUBE	OIL CHANGE ETC	\$ 221.16
010386	001796	WALMART COMMUNITY CARD	INMATE WORK CREW	\$ 198.77
010387	001797	WALMART COMMUNITY CARD	DEPUTY SUPPLIES	\$ 49.76
010887	001798	HOLMANS FAST LUBE	OIL CHANGE ETC	\$ 118.91
			Total:	\$ 588.60
1226-2-0400-2012				
010946	001799	US FOODS	INMATE GROCERIES	\$ 2,600.19
011113	001800	US FOODS	INMATE GROCERIES	\$ 2,838.77
011163	001801	PERFORMANCE FOODSERVICE - LITT	INMATE GROCERIES	\$ 963.23

PO	Warrant No.	Vendor Name	Purpose	Amount
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SH Svc Fee

1226-2-0400-2012

Total: \$ 6,402.19

1226-2-3400-2005

003735	001802	OKLAHOMA SPORTING SUPPLIES	UNIFORMS	\$ 283.98
009742	001803	HOLMANS FAST LUBE	OIL CHANGES	\$ 443.57
010102	001804	T & W TIRE	TIRES & REPAIRS	\$ 120.00
010654	001805	TRIM RITE MOLDING	BUILDING SUPPLIES	\$ 6,320.24
010886	001806	WALMART COMMUNITY CARD	SUPPLIES	\$ 771.74
010908	001807	BOB BARKER COMPANY	INMATE HYGIENE SUPPLI	\$ 544.00
010962	001808	U LINE	Jail Supplies	\$ 613.76
011028	001809	LOCKE HEATING & COOLING SUPPLY	JAIL MAINTENANCE WOR	\$ 2,449.45
011033	001810	BEMAC SUPPLY	JAIL MAINTENANCE WOR	\$ 215.79
011050	001811	O REILLY AUTO PARTS	AUTO PARTS	\$ 536.21
011051	001812	TRAMMELLS AUTOMOTIVE	AUTO REPAIR	\$ 400.00
011052	001813	DISCOUNT STEEL	MAINTENANCE SUPPLIE	\$ 120.00
011077	001814	LOWES	LAWN CARE	\$ 149.10
011078	001815	ADAMS TRUE VALUE	WEED KILLER	\$ 1,180.00
011079	001816	U.S. FLEET TRACKING	TRACKING FEES	\$ 1,917.60
011105	001817	T & W TIRE	TIRES	\$ 922.55
011135	001818	CANON FINANCIAL SERVICES	COPIER LEASE	\$ 175.00
011136	001819	PEPSI-COLA BOTTLING CO.	INMATE WORK CREW	\$ 192.00
011162	001820	JAMESCO ENTERPRISES LLC	JANITORIAL SUPPLIES	\$ 275.85
011164	001821	PERFORMANCE FOODSERVICE - LITT	KITCHEN SUPPLIES	\$ 54.80
011165	001822	G.C. RENTAL CENTER	TOOL RENTAL	\$ 26.00
011173	001823	FUSION	MONTHLY SERVICE	\$ 422.55
011174	001824	AMERICAN SOLUTIONS	MAINTENANCE SUPPLIE	\$ 548.85
011176	001825	GALLS LLC	BADGE	\$ 110.57
011177	001826	GALLS LLC	BOOTS	\$ 130.95
011178	001827	GALLS LLC	UNIFORM	\$ 83.70
011179	001828	GALLS LLC	UNIFORMS	\$ 618.80
011180	001829	GALLS LLC	UNIFORMS	\$ 709.13

Total: \$ 20,336.19

1226-2-3400-2011

011106	001830	MCALESTER REGIONAL HEALTH CTR.	INMATE MEDICAL	\$ 325.86
011175	001831	CARING HANDS HEALTHCARE CENTE	INMATE PRESCRIPTIONS	\$ 230.00

Total: \$ 555.86

1226-2-3400-2030

009173	001832	CARING HANDS HEALTHCARE CENTE	FIRST AID /INHOUSE ME	\$ 69.00
010870	001833	U LINE	OFFICE EQUIPMENT	\$ 986.08
011054	001834	COMMISSARY EXPRESS	DEBIT PHONE TIME FEE	\$ 142.00

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

			Total:	\$ 1,197.08
--	--	--	---------------	--------------------

			Grand Total:	<u>\$ 406,172.24</u>
--	--	--	---------------------	-----------------------------



Board of County Commissioners, Pittsburg County

*Charlie Rogers
District #1*

*Kevin Smith
District #2*

*Ross Selman
District #3*

June 27, 2022

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

RE: Designated Employer Representative

Dear Mrs. Trammell,

This letter is to inform you that Holly Sweetin has been removed as a designated employer representative, which handles drug and alcohol testing information and questions, and replaced with Mr. Kevin Enloe.

Mr. Enloe has the training needed to act as designated employer representative and will continue to act as such until an acceptable replacement has been found.

Sandra Crenshaw shall remain a designated employer representative as well.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Smith", with a long horizontal flourish extending to the right.

Kevin Smith
Chairman

SA&I 1-4046 (1982)					QUOTE GOOD FOR ____ DAYS		QUOTE GOOD FOR ____ DAYS		QUOTE GOOD FOR ____ DAYS			
VENDOR TELEPHONE QUOTE SHEET					QUOTE GOOD UNTIL (DATE)		QUOTE GOOD UNTIL (DATE)		QUOTE GOOD UNTIL (DATE)			
					6/27/2022							
USE TO OBTAIN BIDS FIR ITEMS COSTING UNDER \$750 NOT ON 6-MONTHS BID LIST					VENDOR	RAM	VENDOR	HOOTEN	VENDOR	HOPKINS		
					REPRESENATIVE	RONNIE	REPRESENATIVE	DAVID OR	REPRESENATIVE	DONALD		
DEPARTMENT		BUYER OBTAINING QUOTE			DELIVERY DATE	CHARLIE OR	DELIVERY DATE	STEVE	DELIVERY DATE			
					P.O. NUMBER	CLINT	P.O. NUMBER		P.O. NUMBER			
HIGHWAY		PURCHASING			PHONE NUMBER	423-3121	PHONE NUMBER	800-256-4590	PHONE NUMBER	800-637-2412		
					PRICE		PRICE		PRICE			
LINE NO	UNIT NO.	QUANTITY	SUPPLIES/SERVICES DESC.	UNIIT	TOTAL	UNIIT	TOTAL	UNIIT	TOTAL			
			UNLEADED NON ETHANOL				4.72914		4.5200			
			UNDYED LOW SULPHUR DIESEL				4.92754		4.7700			
			DYED LOW SULPHUR DIESEL				4.93124		4.7700			
			PROPANE				NB		2.4900			
							TODAY					
							ONLY		ONLY			

Ram, Inc. submits the following fuel bids for the week: June 27th, 2022.

UL	CLEAR	DYED	LP
4.4500	4.6500	4.6500	2.4900

FILED
JUN 27 2022
TIME 8:07 AM
HOPE TRAMMELL COUNTY CLERK
PITTSBURG COUNTY
BY LB 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

RESOLUTION

No. 22-276

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, June 27, 2022.

WHEREAS, the Pittsburg County Assessor's Office wishes to renew the following lease agreements for Fiscal Year 2022-2023:

ITEM	SERIAL/VIN#	CONTRACT #
	Pitney Bowes	
POSTAGE MACHINE	0917086	

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, do hereby approve the renewal of the above listed lease agreements for Fiscal Year 2022-2023.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

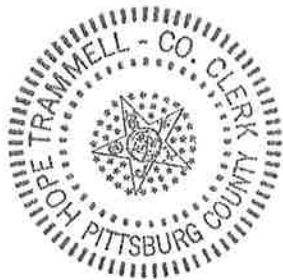
ATTEST:

CHAIRMAN 

MEMBER 

MEMBER 

COUNTY CLERK 



RESOLUTION
No. 22-277

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, June 27, 2022.

WHEREAS, the Pittsburg County Assessor's Office wishes to renew the following lease agreements for Fiscal Year 2022-2023:


ITEM	SERIAL/VIN#	CONTRACT #
XEROX		
COPIER	EHQ218387	072808000

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, do hereby approve the renewal of the above listed lease agreements for Fiscal Year 2022-2023.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN



MEMBER



MEMBER



COUNTY CLERK



RESOLUTION

NO. 22-278


The Board of County Commissioners, Pittsburg County, Met in regular session
Monday, June 27, 2022

WHEREAS, District #1 wishes to cancel the following Purchase Order

10408 dated May 31, 2022 in the amount of \$340.00 issued to Adams True Value
for a pump.

WHEREAS, the product was not needed and returned, therefore the purchase order
is no longer needed.

THEREFORE, BE IT RESOLVED, Pittsburg County Commissioners do hereby cancel
Purchase Order 10408 to Adams True Value in the amount of \$340.00.


CHAIRMAN


MEMBER


MEMBER

ATTEST:




COUNTY CLERK

RESOLUTION

NO. 22-279

The Board of County Commissioners, Pittsburg County, Met in regular session
Monday, June 27, 2022

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

68 dated July 6th, 2021 in the amount of \$500.00 issued to Kiamichi Auto
Warehouse for auto parts.

2671 dated September 27th, 2021 in the amount of \$1000.00 issued to Comdata
for fuel.

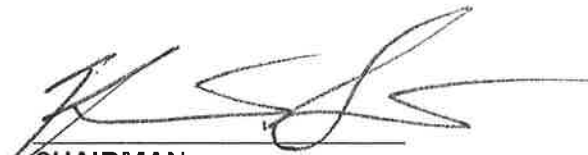
3854 dated November 1st, 2021 in the amount of \$1000.00 issued to Comdata for
fuel.

4621 dated November 29th, 2021 in the amount of \$ 1000.00 issued to Comdata
for fuel.

8515 dated April 4th, 2022 in the amount of \$ 1500.00 issued to Comdata for fuel

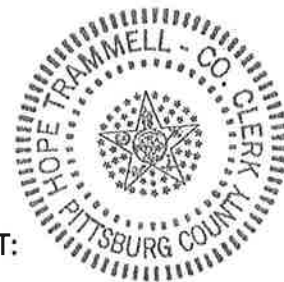
WHEREAS, the purchase orders were not used, therefore the they are no longer
needed.

THEREFORE, BE IT RESOLVED, Pittsburg County Commissioners do hereby cancel
Purchase Order 68, 2671, 3854, 4621 & 8515 for FY 2021-2022


CHAIRMAN


MEMBER


MEMBER



ATTEST:


COUNTY CLERK

RESOLUTION

NO. 22-280

The Board of County Commissioners, Pittsburg County, Met in regular session
Monday, June 27, 2022

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


4626 dated November 29th, 2021 in the amount of \$700.00 issued Comdata fuel.

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

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg
County do hereby cancel Purchase Order 4626 in the amount of \$700.00 for FY
2021-2022

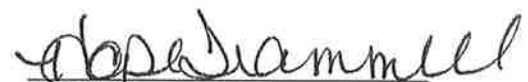

CHAIRMAN


MEMBER


MEMBER



ATTEST:


COUNTY CLERK

RESOLUTION

NO. 22-281

The Board of County Commissioners, Pittsburg County, Met in regular session
Monday, June 27, 2022

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

2673 dated September 27th, 2021 in the amount of \$500.00 to Kiamichi
Automotive Warehouse for parts

5593 dated January 3rd, 2022 in the amount of \$500.00 to Kiamichi Automotive
Warehouse for parts


8517 dated April 4, 2022 in the amount of \$500.00 to Kiamichi Automotive
Warehouse for parts

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

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg
County do hereby cancel Purchase Orders 2676, 5593, 8517 for FY 2021-2022



CHAIRMAN


MEMBER


MEMBER



ATTEST:


COUNTY CLERK

RESOLUTION

NO. 22-282

The Board of County Commissioners, Pittsburg County, Met in regular session
Monday, June 27, 2022

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

72 dated July 6, 2021 in the amount of \$1000.00 to Comdata for fuel.

905 dated August 2, 2021 in the amount of \$ 1000.00 to Comdata for fuel.

1818 dated August 30th, 2021 in the amount of \$1000.00 to Comdata for fuel.

2675 dated September 27th, 2021 in the amount of \$1000.00 to Comdata for fuel.

4625 dated November 29th, 2021 in the amount of \$1000.00 to Comdata for fuel.

5594 dated January 3rd, 2022 in the amount of \$1000.00 to Comdata for fuel.

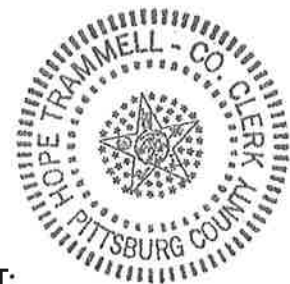
WHEREAS, the purchase orders were not used, therefore they are no longer needed.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County do hereby cancel Purchase Orders 72, 905, 1818, 2675, 4625 & 5594 for FY 2021-2022



CHAIRMAN


MEMBER


MEMBER



ATTEST:


COUNTY CLERK

RESOLUTION

NO. 22-283

The Board of County Commissioners, Pittsburg County, Met in regular session Monday, June 27th, 2022.

WHEREAS, the **CANADIAN FIRE DEPARTMENT** wishes to cancel the following Purchase Orders

1820 to Comdata dated August 30th, 2021 in the amount of \$1,000.00 for Fuel.

5597 to Eufaula Auto Parts Inc dated January 3rd, 2022 in the amount of \$300.00 for Auto Parts.

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 1820 and 5597 for FY 2021-2022.

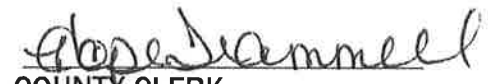

CHAIRMAN


MEMBER


MEMBER



ATTEST:


COUNTY CLERK

RESOLUTION

NO. 22-285

The Board of County Commissioners, Pittsburg County, Met in regular session Monday, June 27th, 2022.

WHEREAS, the HAYWOOD ARPELAR FIRE DEPARTMENT wishes to cancel the following Purchase Order

83 to Comdata dated July 6th, 2021 in the amount of \$1,000.00 for Fuel.

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

THEREFORE BE IT RESOLVED, Pittsburg County Commissioners do hereby cancel Purchase Order 83 for FY 2021-2022.


CHAIRMAN


MEMBER


MEMBER



ATTEST:


COUNTY CLERK

RESOLUTION

NO. 22-286

The Board of County Commissioners, Pittsburg County, Met in regular session Monday, June 27th, 2022.

WHEREAS, the **INDIANOLA FIRE DEPARTMENT** wishes to cancel the following Purchase Orders

85 to Comdata dated July 6th, 2021 in the amount of \$1,000.00 for Fuel.

914 to Comdata dated August 2nd, 2021 in the amount of \$1,000.00 for Fuel.

2684 to Comdata dated September 27th, 2021 in the amount of \$1,000.00 for Fuel.

3868 to Comdata dated November 1st, 2021 in the amount of \$1,000.00 for Fuel.

5603 to Comdata dated January 3rd, 2022 in the amount of \$1,000.00 for Fuel.

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

THEREFORE BE IT RESOLVED, Pittsburg County Commissioners do hereby cancel Purchase Orders 85, 914, 2684, 3868, and 5603 for FY 2021-2022.


CHAIRMAN


MEMBER


MEMBER



ATTEST:


COUNTY CLERK

RESOLUTION

NO. 22-287

The Board of County Commissioners, Pittsburg County, Met in regular session Monday, June 27th, 2022.

WHEREAS, the **RUSSELLVILLE FIRE DEPARTMENT** wishes to cancel the following Purchase Orders

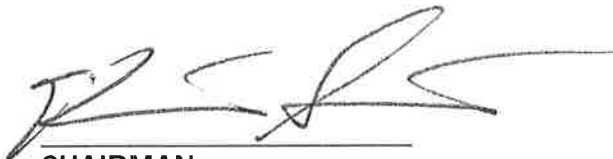
3869 to Comdata dated November 11th, 2021 in the amount of \$1,000.00 for Fuel.

4635 to Comdata dated November 29th, 2021 in the amount of \$1,000.00 for Fuel.

5604 to Comdata dated January 3rd, 2021 in the amount of \$1,000.00 for Fuel.

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

THEREFORE BE IT RESOLVED, Pittsburg County Commissioners do hereby cancel Purchase Orders 3869, 4635 and 5604 for FY 2021-2022.



CHAIRMAN



MEMBER



MEMBER



ATTEST:



COUNTY CLERK

RESOLUTION

NO. 22-288

The Board of County Commissioners, Pittsburg County, Met in regular session Monday, June 27th, 2022.

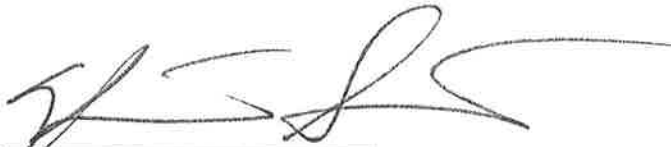
WHEREAS, the **SAMS POINT FIRE DEPARTMENT** wishes to cancel the following Purchase Orders

917 to Comdata dated August 2nd, 2021 in the amount of \$1,000.00 for Fuel.

1830 to O'Reilly Auto Parts dated August 30th, 2021 in the amount of \$500.00 for Auto Parts Etc.

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 917 and 1830 for FY 2021-2022.


CHAIRMAN


MEMBER


MEMBER



ATTEST:


COUNTY CLERK

RESOLUTION
22-289

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, June 27, 2022.

WHEREAS, the Choctaw Nation wishes to make a donation to Pittsburg County (1235-1-2000-2205):

Choctaw Nation \$6,200.00

WHEREAS, the Board of County Commissioners accepts this donation on behalf of the Pittsburg County, to be deposited into the Pittsburg County Choctaw Nation Donation account (1235-1-2000-2205), to be used on any project that the Board of County Commissioners deems necessary.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby approve the donation, to be deposited into the Pittsburg County Choctaw Nation Donation account (1235-1-2000-2205).

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:



CHAIRMAN

MEMBER

MEMBER

COUNTY CLERK

Vendor #	Vendor Name	Check #	Check Date	Check Amt	
8701	PITTSBURG COUNTY	4100126508	05/27/2022	\$****6,200.00	
Stub 1 of 1 CHOCTAW NATION OF OKLAHOMA					
Invoice No	Invoice Date	Description	Gross	Discount	Net
AB87011052022	05/20/2022	CCPF DONATION	6,200.00	.00	6,200.00

22-289

THIS CHECK IS VOID WITHOUT A GREEN & BLUE BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

FIRST UNITED BANK
 DURANT, OK 74701
 86-88/0881

NO. 4100126508



CHOCTAW NATION OF OKLAHOMA
 P.O. BOX 1550
 DURANT, OK 74702
 A/P Dept. (580) 924-8280 Ext: 2358/2359

DATE
 05/27/2022

PAY EXACTLY
 \$****6,200.00

VOID AFTER 90 DAYS

PAY SIX THOUSAND TWO HUNDRED DOLLARS AND ZERO CENTS*****

TWO SIGNATURES REQUIRED

TO PITTSBURG COUNTY
 THE TREASURER DONNA SCRIVNER
 ORDER 115 E CARL ALBERT RM 102
 OF MCALESTER OK 74501

Jay Beaton

Jeannette Justice Jr

**AMENDED
RESOLUTION
NO. 22- 290**

The Board of County Commissioners, Pittsburg County, Met in regular session on Monday, June 27, 2022.

WHEREAS, The Pittsburg County Clerk issued the following Warrants and Cash Voucher for Fiscal Year 2020-2021

General

Warrant 758 to Pittsburg Cattlemen Association dated September 8, 2020 in the amount of \$80.00.

Warrant 2208 to H2O Depot dated January 11, 2021 in the amount of \$68.00.

Warrant 4200 to Dougherty's Pharmacy dated June 21, 2021 in the amount of \$6.70.

Donations

Warrant 13 to Pet Sense dated November 19, 2020 in the amount of \$69.99.

Sheriff Commissary

Warrant 200 to Patriot Auto Group dated January 4, 2021 in the amount of \$258.00.

Sheriff Service Fee

Warrant 1464 to Advance Auto Parts dated October 25, 2021 in the amount of \$45.49.

Tax Refunds

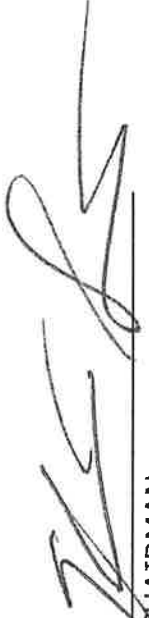
Cash Voucher 12Bush Buck LLC dated January 1, 2021 in the amount of \$47.00.

WHEREAS, the Warrants and Cash Voucher have never been presented for payment and have lapsed per statute. The Pittsburg County Clerk's Office requests that the Board of County Commissioners cancel the above listed warrants.

THEREFORE BE IT RESOLVED, Pittsburg County Commissioners do hereby cancel the above listed warrants and cash voucher and transfer the outstanding balances to fiscal year 2021-2022.

ATTEST:




CHAIRMAN


MEMBER


MEMBER


COUNTY CLERK

Unposted Warrants as of 06/21/2022

Warrant #	Warrant Date	Vendor	Payment No	Pay Date	Amount
0074 - Donations					
000013	2020-11-09	PET SENSE			\$ 69.99
				Total Outstanding Warrants for Donations:	\$ 69.99
0001 - General					
000758	2020-09-08	PITTSBURG CATTLEMAN			\$ 80.00
002208	2021-01-11	H20 DEPOT			\$ 68.00
004200	2021-06-21	DOUGHERTY'S PHARMAC			\$ 6.70
				Total Outstanding Warrants for General:	\$ 154.70
0076 - SH Commissary					
000200	2021-01-04	PATRIOT AUTO GROUP			\$ 258.00
				Total Outstanding Warrants for SH Commissary:	\$ 258.00
0007 - SH Svc Fee					
001464	2021-10-25	ADVANCE AUTO PARTS			\$ 45.49
				Total Outstanding Warrants for SH Svc Fee:	\$ 45.49
0061 - Tax Refunds					
000012	2021-01-15	BUSH BUCK LLC			\$ 47.00
				Total Outstanding Warrants for Tax Refunds:	\$ 47.00
				Grand Total:	\$ 575.18

PITTSBURG COUNTY TREASURER Outstanding Warrant Register

Register Date	Fund/Acct	Issue Date	Warrant Number	To Whom	Amount *	Paid/Cancel Date	Payment Number
9/09/20	0001	9/09/20	758	PITTSBURG CATTLEMANS ASSO	80.00		
1/12/21	0001	1/12/21	2208	H2O DEPOT	68.00		
6/22/21	0001	6/22/21	4200	DOUGHERTY'S PHARMACY	6.70		
Fund Total For 0001 County General					154.70		
8/03/20	0255	8/03/20	62	ROSS W TUCKER	213.37		
8/05/20	0255	8/05/20	75	ARCHWAY DEPOSITORY	1,262.20		
6/25/21	0255	6/25/21	1521	MATTHEW CHARLES MURDAUGH	30.01		
Fund Total For 0255 SD Savanna General					1,505.58		
7/07/20	0262	7/07/20	11	ONENET	3,362.00		
1/13/21	0262	1/13/21	1286	CODY M MITCHELL	43.50		
6/08/21	0262	6/08/21	2165	OSSBA	442.00		
6/23/21	0262	6/23/21	2502	PROSPERITY BANK	207.00		
Fund Total For 0262 SD Canadian General					4,054.50		
7/29/20	0293	7/29/20	17	SOFTLINK AMERICAN INC	671.18		
12/08/20	0293	12/08/20	358	AMAZN CAPITAL SERVICES	150.53		
Fund Total For 0293 SD Tannehill General					821.71		
9/09/20	0294	9/09/20	32	AMAZON CAPITAL SERVICES	83.31		
Fund Total For 0294 SD Tannehill Building					83.31		
1/05/21	1223	1/05/21	200	PATRIOT AUTO GROUP	258.00		
Fund Total For 1223 Sheriff Commissary					258.00		
10/25/21	1226	10/25/21	1464	ADVANCE AUTO PARTS	45.49		
Fund Total For 1226 Sheriff Service Fee					45.49		
11/10/20	1235	11/10/20	13	PET SENSE	69.99		
Fund Total For 1235 County Donations					69.99		
1/15/21	7408	1/15/21	12	BUSH BUCK LLC	47.00		
Fund Total For 7408 Tax Refunds					47.00		
Grand Total OUTSTANDING Warrants					7,040.28		

Resale Property Fund
Financial Statement

To the Board of County Commissioners:
Pittsburg County, Oklahoma

In accordance with 68 O.S. § 3137, the following financial condition of the Resale Property Fund is submitted for your consideration and approval.

Financial Statement June 30, 2022

Cash balance		1,228,300.04
Unapportioned items:		
	Total Available:	<u>\$ 1,228,300.04</u>

Reserves for expenditures:		
Publications	100,000.00	
Records, Supplies and Equipment	200,000.00	
Salaries	275,000.00	
Maintenance of unsold properties	400,000.00	
Contingency for refunds	253,300.04	
Other: _____		
	Total Reserves for Expenditures:	<u>\$ 1,228,300.04</u>

Balance subject to apportionment as provided by statute:	<u>\$ 0.00</u>
--	----------------

Witness my hand on this day: June 27, 2022
 County Treasurer: Jennifer Pence-Hackler

The above financial report of the reserves and balance subject to apportionment pertaining to the Resale Property Fund approved on this day: June 27, 2022
 The Board of County Commissioners
[Signature]
Chh. [Signature]
Ron Selman

Jennifer Lenox-Hackler, County Treasurer

Deputies
Cindy Cook
Blanca Garner
Brooke Oliver
Cassandra Mathis

**Pittsburg County
Courthouse**
115 E Carl Albert Pkwy Rm 102
McAlester, Oklahoma 74501
(918) 423-6895

Deputies
Susan Patterson
Tammy Roberts
Summer Rogers

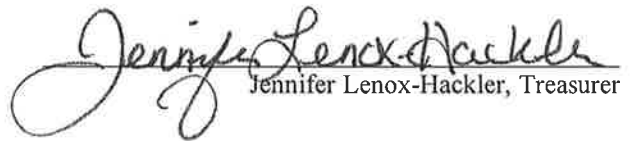
RESOLUTION 22-291

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, June 27, 2022.

WHEREAS, it is recommended by the Pittsburg County Treasurer, Jennifer Lenox-Hackler, that this Board designate The Bank N.A. as the official depository for Pittsburg County, in keeping with regulations contained in Sections 121 and 123, Title 19, 1991 Oklahoma Statutes; and

WHEREAS, it is further requested by the Pittsburg County Treasurer, Jennifer Lenox-Hackler, the General Account and Official Depository Contract be approved by this Board for Fiscal Year 2022-2023. It is further stated that this Contract has been reviewed and approved by the District Attorney's Office.

THEREFORE, BE IT RESOLVED, that the Board of County Commissioners, Pittsburg County, do hereby authorize and approve the request by Pittsburg County Treasurer, Jennifer Lenox-Hackler, designating The Bank N.A. as the official depository and approves the General Account and Official Depository Contract between The Bank N.A. and Pittsburg County, both for Fiscal Year 2022-2023.


Jennifer Lenox-Hackler, Treasurer

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:



Chairman



Vice Chairman



Member



County Clerk



County of Pittsburg, Oklahoma
115 E Carl Albert Pkwy, Room 102
McAlester, Ok 74501
Phone (918)423-6895

GENERAL ACCOUNT AND OFFICIAL DEPOSITORY ACCOUNT CONTRACT

A.)

THE FINANCIAL INSTITUTION DETERMINED AS THE "PITTSBURG COUNTY CENTRAL DEPOSITORY" (HEREINAFTER REFERRED TO AS PCCD) WILL SERVE AS THE CLEARING HOUSE WHERE ALL CHECKS AND DEPOSIT OF THE COUNTY OF PITTSBURG, OKLAHOMA WILL BE PROCESSED AND PAID. THE PCCD WILL ASSESS NO SERVICE CHARGE FEE (S) WHATSOEVER IN THE HANDLING AND PROCESSING OF THE COUNTY OF PITTSBURG, OKLAHOMA GENERAL ACCOUNT FUNDS AND THE COUNTY OF PITTSBURG, OKLAHOMA OFFICIAL DEPOSITORY ACCOUNT FUNDS. THE COUNTY OF PITTSBURG, OKLAHOMA CONTRACT WILL BE IN EFFECT FROM JULY 1, 2022 THROUGH MIDNIGHT JUNE 30, 2023.

B.)

THE COUNTY OF PITTSBURG, OKLAHOMA MAY PURCHASE FROM TIME TO TIME FROM THE PCCD SINGLE MATURITY TIME CERTIFICATE (S) OF THE DEPOSIT IN MINIMUM AMOUNTS OF ONE HUNDRED THOUSAND DOLLARS (\$100,000) WITH VARYING MATURITY DATES NOT LESS THAN SEVEN (7) DAYS AND NOT EXCEEDING THREE HUNDRED SIXTY-FIVE (365) DAYS. THE RATE OF INTEREST WILL BE DETERMINED BY THE AVERAGE OF UNITED STATES TREASURY BILLS BID AND ASKED QUOTES NEAREST THE MATURITY DATE (S) OF THE TIME CERTIFICATE (S) OF DEPOSIT PURCHASED. THE RATE OF INTEREST WILL BE EQUAL TO 5 BASIS POINTS (ABOVE) OR (BELOW) THE AVERAGE OF THE UNITED STATES TREASURY BILLS BID AND ASKED QUOTES AS PUBLISHED FIVE BUSINESS DAYS EACH WEEK IN THE WALL STREET JOURNAL MONEY AND INVESTMENTS SECTION COLUMN TITLE "TREASURY BONDS", NOTED AND BILLS". INTEREST WILL BE PAID MONTHLY ON THE LAST BUSINESS DAY OF EACH MONTH.

C.)

THE COUNTY OF PITTSBURG, OKLAHOMA AFTER PURCHASING SINGLE MATURITY TIME CERTIFICATE(S) OF DEPOSIT AS PREVIOUSLY DESCRIBED IN PARAGRAPH "B" ABOVE WILL INVEST THE REMAINDER OF THE COUNTY OF PITTSBURG, OKLAHOMA FUNDS IN INTEREST BEARING "SUPER NOW ACCOUNT (S) AT A RATE OF INTEREST EQUAL TO 5 BASIS POINTS (ABOVE) OR (BELOW) THE AVERAGE OR 13 WEEKS UNITED STATES TREASURY BILLS DISCOUNT RATE AS ESTABLISHED BY THE MOST RECENT UNITED STATES TREASURY AUCTION RESULTS WHICH ARE PUBLISHED FIVE BUSINESS DAYS OF EACH WEEK IN THE WALL STREET JOURNAL MONEY AND INVESTMENT SECTION COLUMN TITLED "MONEY RATES", SUBTOPIC "TREASURY BILLS". SAID RATE OF INTEREST WILL BE ADJUSTED EACH WEEK TO COMPLY

WITH THE MOST RECENT RESULTS OF THE UNITED STATES TREASURY BILLS AUCTION FOR 13 WEEKS UNITED STATES TREASURY BILLS.

D.)

THE FINANCIAL INSTITUTION DETERMINED AS THE PCCD ENTERING INTO THIS CONTRACT WILL BE REQUIRED TO PLEDGE TO THE BENEFIT OF THE COUNTY OF PITTSBURG, OKLAHOMA COLLATERAL OF ADEQUATE AND ACCEPTABLE SECURITIES IN AMOUNTS EQUAL TO ONE HUNDRED TEN PERCENT (110%) OF THE AMOUNT OF THE COUNTY OF PITTSBURG, OKLAHOMA FUNDS ON DEPOSIT AT ANY GIVEN POINT IN TIME IN EXCESS OF CURRENT AND APPLICABLE FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC) INSURANCE COVERAGE IN EFFECT AT THE TIME.

E.)

IN THE EVENT PCCD HAS NON-PAYABLE WARRANTS IN ONE OR MORE FUNDS, YOUR BANK WILL HOLD THE WARRANTS CHARGING THE STATUTORY INTEREST OR LESS AT BANKS DISCRETION, UNTIL FUNDS ARE AVAILABLE.

F.)

THE COUNTY OF PITTSBURG, OKLAHOMA WILL BE ASSESSED NO FEE OR CHARGE FOR PRINTED CHECKS, DEPOSIT SLIPS OR ANY OTHER MATERIALS THE PCCD MIGHT REQUIRE OR DEEM NECESSARY IN THE HANDLING AND PROCESSING OF THE COUNTY OF PITTSBURG, OKLAHOMA FUNDS AND IN THE FULFILLMENT OF THIS THE COUNTY OF PITTSBURG, OKLAHOMA GENERAL ACCOUNT AND THE COUNTY OF PITTSBURG, OKLAHOMA OFFICIAL DEPOSITORY ACCOUNT CONTRACT.

G.)

IN THE EVENT YOUR BANK HAS TO WITHDRAW AFTER BEING APPROVED, FOR UNFORSEEN REASONS, YOUR BANK WILL BE LIABLE FOR ALL COSTS OF PRE-PRINTED VOUCHERS, WARRANTS, AND CHECKS FOR BOTH THE COUNTY AND THE AFFECTED SCHOOL DISTRICTS.

H.)

ALL VOUCHERS, WARRANTS, AND CHECKS WILL BE RETURNED TO THE TREASURER'S OFFICE AS DAILY CLEARINGS OR ELECTRONIC GENERATED IMAGES OF CHECKS, VOUCHERS AND WARRANTS.

I.)

THE BANK WILL HANDLE ALL ELECTRONIC FUND AND WIRE TRANSFERS FOR TAX MATTERS.

J.)

THE BANK WILL BE REQUIRED TO PROVIDE A LIST ON DEMAND OF ALL DIRECT DEPOSITS FOR COUNTY AND SCHOOLS.

K.)

THE BANK WILL BE REQUIRED TO PROVIDE BANK STATEMENTS BY THE FIRST WORKING DAY OF THE NEXT MONTH.

L.)

THE BANK WILL MAKE AVAILABLE THE OPTION OF USING THE CDARS PROGRAM.



COUNTY OF PITTSBURG, OKLAHOMA

BY

Jennifer Lenox Hackler
 Pittsburg County Treasurer

DEPOSITORY

PITTSBURG COUNTY CENTRAL

THE BANK N.A.

Financial Institution

FINANCIAL INSTITUTION SEAL

201 E. CARL ALBERT PKWY

Address

Phone

MORFITT, OK, 74501

City

State

Zip

BY

[Signature]
 TITLE *EX V.P. CASHIER*

Jennifer Lenox-Hackler, County Treasurer

Deputies
Cindy Cook
Blanca Garner
Brooke Oliver
Cassandra Mathis

Pittsburg County
Courthouse
115 E Carl Albert Pkwy Rm 102
McAlester, Oklahoma 74501
(918) 423-6895

Deputies
Susan Patterson
Tammy Roberts
Summer Rogers

RESOLUTION 22-292

Whereas, the Board of County Commissioners of Pittsburg County, Oklahoma in Regular session this 27 day of June, 2022.

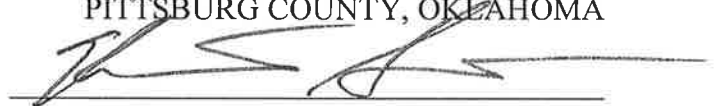
We hereby request the Pittsburg County Treasurer, Jennifer Lenox-Hackler to invest County funds and or County account balances under our control at the best rate possible based on her discretion. We further direct you to invest in C. D.'s, CDARS Program and demand account. Also, if monies are invested and have need to be apportioned this can be pro-rated by the above said County Treasurer.

Dated this 27 day of June, 2022

Thank You


Jennifer Lenox-Hackler, Treasurer

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA


Chairman


Member


Member



ATTEST


County Clerk

Jennifer Lenox-Hackler, County Treasurer

Deputies
Cindy Cook
Blanca Garner
Brooke Oliver
Cassandra Mathis

**Pittsburg County
Courthouse**
115 E Carl Albert Pkwy Rm 102
McAlester, Oklahoma 74501
(918) 423-6895

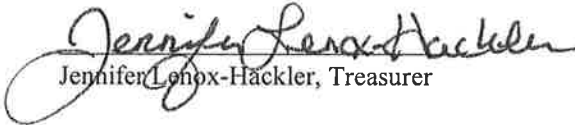
Deputies
Susan Patterson
Tammy Roberts
Summer Rogers

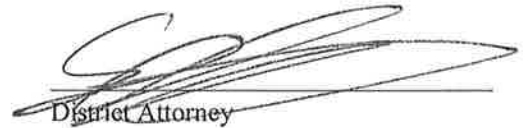
RESOLUTION 22-293

Whereas, Chuck Sullivan, District Attorney and the Board of County Commissioners of Pittsburg County, Oklahoma met in regular session this 27 day of June, 2022.

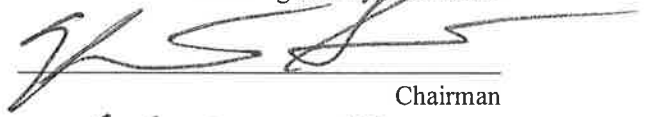
We hereby request the Pittsburg County Treasurer, Jennifer Lenox-Hackler, to invest funds and or District Attorney Control Substance account balances, and or District Attorney Supervision Fees account balances, and or District Attorney 991 Supervision Fees account balances, and or District Attorney Equitable Sharing-DOJ account balances under our control at the best rate possible based on her discretion. Also, as monies are invested and have to be apportioned, this can be prorated by the above said County Treasurer.

Thank You,


Jennifer Lenox-Hackler, Treasurer


District Attorney

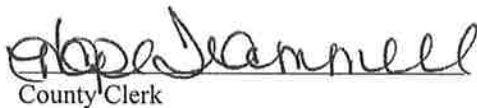
Board of County Commissioners
Pittsburg County, Oklahoma


Chairman


Member


Member

Attest


County Clerk



Jennifer Lenox-Hackler, County Treasurer

Deputies
Cindy Cook
Blanca Garner
Brooke Oliver
Cassandra Mathis

Pittsburg County
Courthouse
115 E Carl Albert Pkwy Rm 102
McAlester, Oklahoma 74501
(918) 423-6895

Deputies
Susan Patterson
Tammy Roberts
Summer Rogers

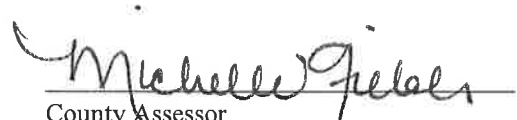
RESOLUTION 22-294

Whereas, Michelle Fields, County Assessor and the Board of County Commissioners of Pittsburg County, Oklahoma met in regular session this 27 day of June, 2022.

We hereby request the Pittsburg County Treasurer, Jennifer Lenox-Hackler, to invest funds and or Visual Inspection account balances under our control at the best rate possible based on her discretion. Also, as monies are invested and have to be apportioned, this can be prorated by the above said County Treasurer.

Thank you,


Jennifer Lenox-Hackler, Treasurer


County Assessor

Board of County Commissioners
Pittsburg County, Oklahoma





Chairman


Member


Member

Attest


County Clerk

Jennifer Lenox-Hackler, County Treasurer

Deputies
Cindy Cook
Blanca Garner
Brooke Oliver
Cassandra Mathis

Pittsburg County
Courthouse
115 E Carl Albert Pkwy Rm 102
McAlester, Oklahoma 74501
(918) 423-6895

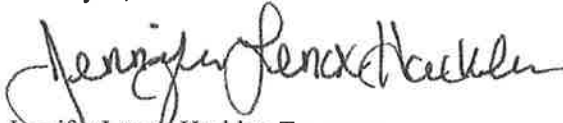
Deputies
Susan Patterson
Tammy Roberts
Summer Rogers

RESOLUTION 22-295

Whereas, the Board of County Commissioners, Pittsburg County, Oklahoma met in regular session this 27 day of June, 2022.

We hereby request the Pittsburg County Treasurer, Jennifer Lenox-Hackler, to invest funds or account balances under our control for Emergency Management Fund Balances at the best rate possible based on her discretion. Also, as monies are invested and have to be apportioned, this can be prorated by the above said County Treasurer.

Thank you,


Jennifer Lenox-Hackler, Treasurer


~~Emergency Management Director~~
Chairman, BoCC


Board of County Commissioners
Pittsburg County, Oklahoma


Chairman


Member


Member



Attest

County Clerk

Jennifer Lenox-Hackler, County Treasurer

Deputies
Cindy Cook
Blanca Garner
Brooke Oliver
Cassandra Mathis

Pittsburg County
Courthouse
115 E Carl Albert Pkwy Rm 102
McAlester, Oklahoma 74501
(918) 423-6895

Deputies
Susan Patterson
Tammy Roberts
Summer Rogers

Resolution 22-296

Whereas, Hope Trammell, County Clerk and the Board of County Commissioners of Pittsburg County, Oklahoma met in regular session this 27 day of June, 2022.

We hereby request the Pittsburg County Treasurer, Jennifer Lenox-Hackler, to invest funds for Mechanics Lien Cash Bond account balances under our control at the best rate possible based on her discretion. Also, as monies are invested and have to be apportioned, this can be prorated by the above said County Treasurer.


Thank you,


Jennifer Lenox-Hackler, Treasurer


County Clerk



Board of County Commissioners
Pittsburg County, Oklahoma


Chairman


Member


Member

Attest


County Clerk

Jennifer Lenox-Hackler, County Treasurer

Deputies
Cindy Cook
Blanca Garner
Brooke Oliver
Cassandra Mathis

Pittsburg County
Courthouse
115 E Carl Albert Pkwy Rm 102
McAlester, Oklahoma 74501
(918) 423-6895

Deputies
Susan Patterson
Tammy Roberts
Summer Rogers

RESOLUTION 22-297

Whereas, the Board of County Commissioners, Pittsburg County, Oklahoma met in regular session this 27 day of June, 2022.

We hereby request the Pittsburg County Treasurer, Jennifer Lenox-Hackler, to invest funds and or account balances under our control at the best rate possible at her discretion. Also, as monies are invested and have to be apportioned, this can be prorated by the above said County Treasurer.

The accounts to be invested are as follows:

FIRE DISTRICTS

Alderson
Arrowhead Estates
Ashland
Blanco
Blue
Bugtussle
Canadian
Canadian Shores
Crowder
Elm Point

Haileyville
Hartshorne
Haywood-Arpelar
High Hill
Highway 9
Indianola
Kiowa
Krebs
McAlester


Pittsburg
Quinton
Russellville
Sam's Point
Savanna
Shady Grove
Tannehill
Union Chappell
Pittsburg County Firefighters Asso

Thank you,


Jennifer Lenox-Hackler, Treasurer

Board of County Commissioners
Pittsburg County, Oklahoma


Chairman


Member


Member

Attest


County Clerk



Jennifer Lenox-Hackler, County Treasurer

Deputies
Cindy Cook
Blanca Garner
Brooke Oliver
Cassandra Mathis

Pittsburg County
Courthouse
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Deputies
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Tammy Roberts
Summer Rogers

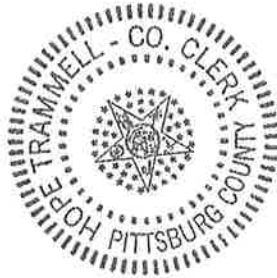
RESOLUTION 22-298

Whereas, the Board of County Commissioners, Pittsburg County, Oklahoma met in regular session this 27 day of June, 2022.

We hereby request the Pittsburg County Treasurer, Jennifer Lenox-Hackler, to invest funds and or account balances under our control for Juvenile Detention Building & Maintenance Fund at the best rate possible based on her discretion. Also, as monies are invested and have to be apportioned, this can be prorated by the above said County Treasurer.

Thank you,


Jennifer Lenox-Hackler, Treasurer




Attest


County Clerk

Board of County Commissioners
Pittsburg County, Oklahoma


Chairman


Member


Member

Jennifer Lenox-Hackler, County Treasurer

Deputies
Cindy Cook
Blanca Garner
Brooke Oliver
Cassandra Mathis

Pittsburg County
Courthouse
115 E Carl Albert Pkwy Rm 102
McAlester, Oklahoma 74501
(918) 423-6895

Deputies
Susan Patterson
Tammy Roberts
Summer Rogers

RESOLUTION 22-299


Whereas, the Board of County Commissioners, Pittsburg County, Oklahoma met in regular session on this 27 day of June, 2022.

We hereby request the Pittsburg County Treasurer, Jennifer Lenox-Hackler, to invest funds and or account balances under our control for Treasurer Mortgage Certification Fee Fund at the best rate possible based on her discretion. Also, monies are invested and have to be apportioned, this can be prorated by the above said County Treasurer.

Thank you,


Jennifer Lenox-Hackler

Board of County Commissioners
Pittsburg County, Oklahoma


Chairman


Member


Member



Attest


County Clerk

Jennifer Lenox-Hackler, County Treasurer

Deputies
Cindy Cook
Blanca Garner
Brooke Oliver
Cassandra Mathis

Pittsburg County
Courthouse
115 E Carl Albert Pkwy Rm 102
McAlester, Oklahoma 74501
(918) 423-6895

Deputies
Susan Patterson
Tammy Roberts
Summer Rogers

RESOLUTION

22-300

Whereas, the Board of County Commissioners, Pittsburg County, Oklahoma met in regular session this 27
Day of June, 2022.

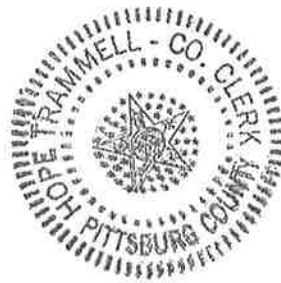
We hereby request the Pittsburg County Treasurer, Jennifer Lenox-Hackler, to invest funds and or account balances under our control at the best rate possible based on her discretion. Also, as monies are invested and have to be apportioned, this can be prorated by the above said County Treasurer.

The funds to be invested are as follows:

Jail-St Fund
Animal Shelter -St Fund
Road and Bridges-St fund

Thank you,


Jennifer Lenox-Hackler



Board of County Commissioners
Pittsburg County, Oklahoma


Chairman


Member


Member

Attest


County Clerk

Jennifer Lenox-Hackler, County Treasurer

Deputies
Cindy Cook
Blanca Garner
Brooke Oliver
Cassandra Mathis

Pittsburg County
Courthouse
115 E Carl Albert Pkwy Rm 102
McAlester, Oklahoma 74501
(918) 423-6895

Deputies
Susan Patterson
Tammy Roberts
Summer Rogers

RESOLUTION 22-301

Whereas, Pam Smith, Court Clerk and the Board of County Commissioners of Pittsburg County, Oklahoma met in regular session this _____ day of June, 2022.

We hereby request the Pittsburg County Treasurer, Jennifer Lenox-Hackler, to invest funds and or Court Fund account balances, and or Court Clerk Revolving account balances under our control at the best rate possible based on her discretion. Also, as monies are invested and have to be apportioned, this can be prorated by the above said County Treasurer.

Thank you,


Jennifer Lenox-Hackler



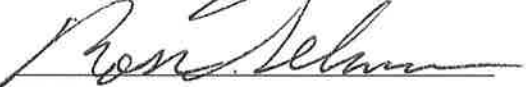
Court Clerk

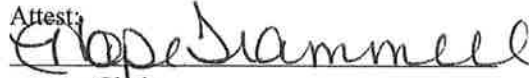


Board of County Commissioners
Pittsburg County, Oklahoma


Chairman


Member


Member

Attest:

County Clerk

Jennifer Lenox-Hackler, County Treasurer

Deputies
Cindy Cook
Blanca Garner
Brooke Oliver
Cassandra Mathis

Pittsburg County
Courthouse
115 E Carl Albert Pkwy Rm 102
McAlester, Oklahoma 74501
(918) 423-6895

Deputies
Susan Patterson
Tammy Roberts
Summer Rogers

RESOLUTION 22-302

Whereas, the Board of County Commissioners, Pittsburg County, Oklahoma met in regular session this 27 day of June, 2022.

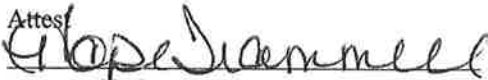
We hereby request the Pittsburg County Treasurer, Jennifer Lenox-Hackler, to invest funds or account balances under our control for American Rescue Plan Act Fund, a.k.a. ARPA at the best rate possible based on her discretion. Also, as monies are invested and have to be apportioned, this can be prorated by the above said County Treasurer.

Thank you,

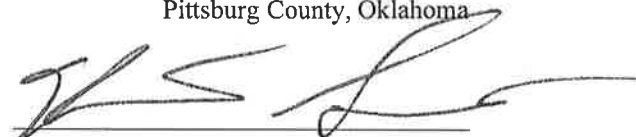


Jennifer Lenox-Hackler, Treasurer



Attest

County Clerk

Board of County Commissioners
Pittsburg County, Oklahoma



Chairman



Member



Member

Jennifer Lenox-Hackler, County Treasurer

Deputies
Cindy Cook
Blanca Garner
Brooke Oliver
Cassandra Mathis

Pittsburg County
Courthouse
115 E Carl Albert Pkwy Rm 102
McAlester, Oklahoma 74501
(918) 423-6895

Deputies
Susan Patterson
Tammy Roberts
Summer Rogers

RESOLUTION 22-303

Whereas, the Board of County Commissioners, Pittsburg County, Oklahoma met in regular session this 27 day of June, 2022.

We hereby request the Pittsburg County Treasurer, Jennifer Lenox-Hackler, to invest funds or account balances under our control for County Bridge and Road Improvements Fund, aka CBRI at the best rate possible based on her discretion. Also, as monies are invested and have to be apportioned, this can be prorated by the above said County Treasurer.

Thank you,

Jennifer Lenox-Hackler, Treasurer



Attest
Hope Trammell
County Clerk

Board of County Commissioners
Pittsburg County, Oklahoma

[Signature]
Chairman

[Signature]
Member

[Signature]
Member

Jennifer Lenox-Hackler, County Treasurer

Deputies
Cindy Cook
Blanca Garner
Brooke Oliver
Cassandra Mathis

**Pittsburg County
Courthouse**
115 E Carl Albert Pkwy Rm 102
McAlester, Oklahoma 74501
(918) 423-6895

Deputies
Susan Patterson
Tammy Roberts
Summer Rogers

RESOLUTION 22-304

The Board of County Commissioners, Pittsburg County, Oklahoma met in regular session this 27th day in June, 2022.

Whereas, the Pittsburg County Treasurer Department requests approval of contract agreement with Canon Financial Services on: Canon Copier IMR 4535-See attachment

Hasler Mailing Machine IN 700 Digital with Dynamic Scale-See attachment

Kellpro, Inc-County Treasurer's Bookkeeping & Tax System viewing only, County Clerk's Recording System viewing only from July 1, 2022 through June 30, 2023.-See attachment

Federal Payments (Forte)-County Treasurer's Credit Card and E-check Payment System July 1, 2022 through June 30, 2023-See Attachment

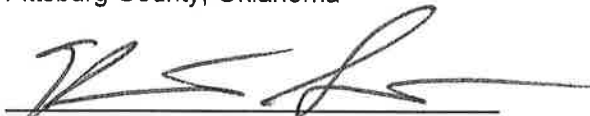
TM Consulting, Inc.-County Treasurer's Bookkeeping & Tax System from July 1, 2022 through June 30, 2023.-See Attachment

Thank you,



Jennifer Lenox-Hackler, Treasurer

Approved by the
Board of County Commissioners
Pittsburg County, Oklahoma



Chairman



Member



Member



Attest 
County Clerk



CANON FINANCIAL SERVICES, INC. ("CFS")
 Remittance address: 14904 Collections Center Drive
 Chicago, Illinois 60693 (800) 220-0200

MUNICIPAL FINANCE AGREEMENT

CFS-1045 (05/17)

CFS' AGREEMENT NUMBER
 PHONE ("Customer") 918-423-6895
 STATE OK ZIP 74501
 STATE ZIP

CUSTOMER (FULL LEGAL NAME)
 PITTSBURG, COUNTY OF

BILLING ADDRESS
 115 E CARL ALBERT PKWY ROOM #2

EQUIPMENT ADDRESS
 SAME AS BILLING

DBA
 PITTSBURG COUNTY TREASURER

CITY
 MCALESTER
 COUNTY
 PITTSBURG
 CITY COUNTY

EQUIPMENT INFORMATION

NUMBER AND AMOUNT OF PAYMENTS

Quantity	Serial Number	Make/Model/Description	Number of Payments	Total Payment *
1	2RK08314	CANON IMR-4535I III COPIER SYSTEM	60	\$144.00
TERM: 60 months PAYMENT FREQUENCY: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other				

THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER EXCEPT AS DESCRIBED IN THE FISCAL FUNDING PROVISION HEREIN. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE EXECUTION OF THIS AGREEMENT ON BEHALF OF CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN. THE UNDERSIGNED HAS READ, UNDERSTANDS AND HEREBY AGREES TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

ACCEPTED

CANON FINANCIAL SERVICES, INC.

By: _____
 Title: _____
 Date: _____

AUTHORIZED CUSTOMER SIGNATURE

By: X Jennifer Lenox-Hackler Title: _____
 Printed Name: Jennifer Lenox-Hackler Email Address: _____
 By: X _____ Title: _____
 Printed Name: _____ Email Address: _____

ACCEPTANCE CERTIFICATE

To: Canon Financial Services, Inc. ("CFS")
 Customer certifies that (a) the Equipment referred to in this Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to Customer, and (d) the Equipment is irrevocably accepted by Customer for all purposes under this Agreement. Accordingly, Customer hereby authorizes billing under this Agreement.

TERMS AND CONDITIONS

- 1. AGREEMENT:** CFS leases to Customer, a PITTSBURG, COUNTY OF [state name or political subdivision or agency] of OKLAHOMA [State name] with its chief executive office at 115 E CARL ALBERT PKWY ROOM #2 MCALESTER, OK 74501, and Customer leases from CFS, with its place of business at 158 Gaither Drive, Suite 200, Mount Laurel, New Jersey 08054, all the equipment described above, together with all replacement parts and substitutions for and additions to such equipment ("Equipment"), upon the terms and conditions set forth in this Municipal Finance Agreement ("Agreement").
- 2. TERM OF AGREEMENT:** This Agreement shall be effective on the date the Equipment is delivered to Customer ("Commencement Date"), provided Customer executes CFS' form of acceptance ("Acceptance Certificate") or otherwise accepts the Equipment as specified herein. The term of this Agreement begins on the date accepted by CFS or any later date that CFS designates ("Agreement Date"), and shall consist of the payment periods specified above. After acceptance of the Equipment, Customer shall have no right to revoke such acceptance or cancel this Agreement during the term hereof, except as set forth herein. The term of this Agreement shall end, unless sooner terminated by CFS after an event of default or under the Fiscal Funding provision, when all amounts required to be paid by Customer under this Agreement have been paid as provided. Except as provided herein, Customer has no right to return the Equipment to CFS.
- 3. PAYMENTS:** Customer agrees to pay to CFS, as invoiced, during the term of this Agreement, (a) the payments specified under "Number and Amount of Payments" above, and (b) such other amounts permitted hereunder as invoiced by CFS and (c) on Schedule 1 attached hereto (collectively, "Payments"). Such Payments are comprised of the principal and interest thereon. The amount of each Payment is based on the supplier's best estimate of the cost of the Equipment. Customer authorizes CFS to adjust the Payment by up to fifteen percent (15%) if the actual total cost of the Equipment, including any sales or use tax, is more or less than originally estimated. Customer's obligation to pay all amounts due under this Agreement and all other obligations hereunder shall be absolute and unconditional and is not subject to any abatements, set-off, defense or counterclaim for any reason whatsoever.
- 4. APPLICATION OF PAYMENTS:** All Payments received by CFS from Customer under this Agreement will be applied to amounts due and payable hereunder chronologically, based on the date of the charge as shown on the invoice for each such amount and among amounts having the same date in such order as CFS, in its discretion, may determine.
- 5. NO CFS WARRANTIES:** CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER DEALER OR SUPPLIER OF THE EQUIPMENT. CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED "AS IS" AND IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT CFS HAS MADE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUITABILITY OR DURABILITY OF THE EQUIPMENT, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any warranty with respect to the Equipment made by the manufacturer, dealer, or supplier is separate from, and is not a part of, this Agreement and shall be for the benefit of CFS, Customer and CFS' successors or assignees, if any. So long as Customer is not in breach or default of this Agreement, CFS assigns to Customer any warranties (including those agreed to between Customer and the manufacturer, dealer or supplier) which CFS may have with respect to any item of Equipment; provided that the scope and limitations of any such warranty shall be solely as set out in any agreement between Customer and such manufacturer, dealer, or supplier or as otherwise specified in warranty materials from such manufacturer, dealer, or supplier and shall not include any implied warranties arising solely from CFS' acquisition of the Equipment. CUSTOMER ACKNOWLEDGES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OF THIS AGREEMENT OR ANY SCHEDULE, OR TO MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THIS AGREEMENT OR THE EQUIPMENT ON BEHALF OF CFS.
- 6. FISCAL FUNDING:** Customer warrants that it has funds available to pay Payments payable pursuant to this Agreement until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of this Agreement. The officer of Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to CFS under this Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to CFS for the Equipment, Customer may, upon prior written notice to CFS, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to CFS, at Customer's expense and in accordance with this Agreement, and thereupon, Customer shall be released of its obligation to make Payments to CFS due thereafter and title to the Equipment shall be vested in CFS, provided: (1) the Equipment is returned to CFS as provided for in the Agreement; (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; (3) such notice is accompanied by payment of all amounts then due to CFS under this Agreement; and (4) Customer executes a bill of sale and other documents requested by CFS to evidence the return of title in the Equipment to CFS. In the event Customer returns the Equipment pursuant to the terms of this Agreement, CFS shall retain all sums paid by Customer. Customer's Payment obligations under this Agreement in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in this Agreement shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for this Agreement and the Equipment.
- 7. ACCEPTANCE; DELIVERY:** Customer's execution of the Acceptance Certificate, or other confirmation of Customer's acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of this Agreement and Customer may not for any reason revoke that acceptance; however, if Customer has not, within ten (10) days after delivery of such Equipment, delivered to CFS written notice of non-acceptance, specifying the reasons therefor and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted such Equipment. CFS is the lessor and Customer is the lessee of the Equipment under this Agreement. As between CFS and Customer only, this Agreement shall supersede any Customer purchase order in its entirety, notwithstanding anything to the contrary contained in any such purchase order. Customer agrees to waive any right of specific performance of this Agreement and shall hold CFS harmless from damages if for any reason the Equipment is not delivered as ordered, if the Equipment is unsatisfactory or if CFS does not execute this Agreement. Customer agrees that any delay in delivery of the Equipment shall not affect the validity of this Agreement.
- 8. LOCATION; LIENS; NAMES; OFFICES:** Customer shall not move the Equipment from the location specified herein except with the prior written consent of CFS. Customer shall keep the Equipment free and clear of all claims and liens other than those in favor of CFS. Customer's legal name (as set forth in its constituent documents filed with the appropriate governmental office or agency) is as set forth herein. The chief executive office address of Customer is as set forth herein. Customer shall provide CFS with written notice at least thirty (30) days prior to any change of its legal name or chief executive office address, and shall execute and deliver to CFS such documents as required or appropriate.
- 9. WARRANTY OF BUSINESS PURPOSE; USE; PERSONAL PROPERTY; FINANCING STATEMENTS:** Customer represents and warrants that the Equipment will not be used for personal, family, or household purposes. Customer shall comply with all laws and regulations relating to the use and maintenance of the Equipment. Customer shall put the Equipment only to the use contemplated by the manufacturer. The Equipment shall remain personal property regardless of whether it becomes affixed to real property or permanently rests upon any real property or any improvement to real property. Customer authorizes CFS (and any third party filing service designated by CFS) to execute and file (a) financing statements evidencing the interest of CFS in the Equipment (including forms containing a broader description of the Equipment than the description set forth herein), (b) continuation statements in respect thereof, and (c) amendments thereto, and Customer irrevocably waives any right to notice thereof.
- 10. INDEMNITY:** Customer shall reimburse CFS for and defend CFS against any claim for losses or injury caused by the Equipment. This Section shall survive termination of this Agreement.

MAINTENANCE; ALTERATIONS: Customer shall keep and maintain the Equipment in good working order and shall, at Customer's expense, supply and install all replacement parts and accessories when required to maintain the Equipment in good working condition. Customer shall not, without the prior written consent of CFS, make any changes or substitutions to the Equipment. Any and all replacement parts, accessories, authorized changes to and/or substitutions for the Equipment shall become part of the Equipment and subject to the terms of this Agreement.

1. TAXES; OTHER FEES AND CHARGES: CUSTOMER SHALL PAY AND DISCHARGE WHEN DUE ALL TAXES, CENSE AND REGISTRATION FEES, ASSESSMENTS, SALES, USE, PROPERTY AND OTHER TAXES, AND OTHER EXPENSES AND CHARGES, together with any applicable penalties, interest and administrative fees now or at any time imposed upon any Equipment, the Payments, or Customer's performance or non-performance of its obligations hereunder, whether payable by or assessed to CFS or Customer. In connection with the payment of any fees, assessments, taxes, expenses or charges by Customer as required by this Agreement, upon CFS request, Customer shall provide CFS with evidence of such payment, such evidence to be satisfactory to CFS in its sole discretion. If Customer fails to pay any such fees, assessments, taxes, expenses or charges as required hereunder, CFS shall have the right but not the obligation to pay those fees, assessments, taxes, expenses and charges, and Customer shall promptly reimburse CFS, upon demand, for all such payments made plus administrative fees and costs, if any. Customer acknowledges that, where required by law, CFS will file any notices and pay personal property taxes levied on the Equipment. Customer shall reimburse CFS for the expense of such personal property taxes as invoiced by CFS and pay CFS a processing fee not to exceed \$50 per year per item of Equipment that is subject to such tax. Customer agrees that CFS has not, and will not, render tax advice to Customer, and that payment of such taxes is an administrative act. **ON THE DATE OF THE FIRST SCHEDULED PAYMENT AND THE DATE OF THE FIRST SCHEDULED PAYMENT AFTER THE ADDITION OF ANY EQUIPMENT, CUSTOMER SHALL PAY TO CFS A DOCUMENTATION FEE, IN THE AMOUNT OF \$85, TO REIMBURSE CFS FOR ITS ADMINISTRATIVE AND RECORDING COSTS.**

13. INSURANCE: Customer, at its sole cost and expense, shall, during the term hereof including all renewals and extensions, obtain, maintain and pay for (a) insurance against the loss, theft, or damage to the Equipment for the full replacement value thereof, and (b) comprehensive public liability and property damage insurance. All such insurance shall provide for a deductible not exceeding \$5,000 and be in form and amount, and with companies satisfactory to CFS. Each insurer providing such insurance shall name CFS as additional insured and loss payee and provide CFS thirty (30) days' written notice before the policy in question shall be materially altered or canceled. Customer shall pay the premiums for such insurance, shall be responsible for all deductible portions thereof, and shall deliver certificates or other evidence of insurance to CFS. The proceeds of such insurance, at the option of CFS, shall be applied to (a) replace or repair the Equipment, or (b) pay CFS the "Remaining Lease Balance," which shall be the sum of: (i) all amounts then owed by Customer to CFS under this Agreement; plus (ii) the present value of all remaining Payments for the full term of this Agreement; plus (iii) any applicable taxes, expenses, charges and fees. For purposes of determining present value under this Agreement, Payments shall be discounted at three percent (3%) per year. Customer hereby appoints CFS as Customer's attorney-in-fact solely to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts for any loss or damage to Equipment under any such insurance policy. If within ten (10) days' after CFS' request, Customer fails to deliver satisfactory evidence of such insurance to CFS, then CFS shall have the right, but not the obligation, to obtain insurance covering CFS' interests in the Equipment, and add the costs of acquiring and maintaining such insurance, and an administrative fee, to the amounts due from Customer under this Agreement. CFS and any of its affiliates may make a profit on the foregoing.

14. LOSS; DAMAGE: Customer assumes and shall bear the entire risk of loss, theft of, or damage to the Equipment from any cause whatsoever, effective upon delivery to Customer. No such loss, theft or damage shall relieve Customer of any obligation under this Agreement. In the event of damage to any Equipment, Customer shall immediately repair such damage at Customer's expense. If any Equipment is lost, stolen, or damaged beyond repair, Customer, at the option of CFS, will (a) replace the same with like equipment in a condition acceptable to CFS (such replacement equipment will become "Equipment" and be subject to the terms of this Agreement including without limitation the security interest granted to CFS under this Agreement) or (b) pay CFS the Remaining Lease Balance.

15. DEFAULT: Any of the following events or conditions shall constitute an Event of Default under this Agreement (a) Customer defaults in the payment when due of any indebtedness of Customer to CFS, whether or not arising under this Agreement, without notice or demand by CFS; (b) Customer or any guarantor of Customer's obligations hereunder ("Guarantor") ceases doing business as a going concern; (c) Customer or any Guarantor becomes insolvent or makes an assignment for the benefit of creditors; (d) a petition or proceeding is filed by or against Customer or any Guarantor under any bankruptcy or insolvency law; (e) a receiver, trustee, conservator, or liquidator is appointed for Customer, any Guarantor, or any of their property; (f) any statement, representation or warranty made by Customer or any Guarantor to CFS is incorrect in any material respect; or (g) Customer or any Guarantor who is a natural person dies.

16. REMEDIES: Upon the happening of any one or more Events of Default, CFS shall have the right to exercise any one or all of the following remedies (which shall be cumulative), simultaneously, or serially, and in any order: (a) to require Customer to immediately pay all Payments hereunder (whether or not then due) and other amounts due under this Agreement; (b) to terminate any and all agreements with Customer; (c) with or without notice, demand or legal process, to enter upon the premises wherever the Equipment may be found, to retake possession of any or all of the Equipment and (i) retain such Equipment and all Payments and other sums paid hereunder; or (ii) sell the Equipment and recover from Customer the amount by which the Remaining Lease Balance exceeds the net amount received by CFS from such sale; or (d) to pursue any other remedy permitted at law or in equity. CFS (i) may dispose of the Equipment in its then present condition or following such preparation and processing as CFS deems commercially reasonable; (ii) shall have no duty to prepare or process the Equipment prior to sale; (iii) may disclaim warranties of title, possession, quiet enjoyment and the like; and (iv) may comply with any applicable state or federal law requirements in connection with a disposition of the Equipment and none of the foregoing actions shall be deemed to adversely affect the commercial reasonableness of the disposition of the Equipment. If the Equipment is not available for sale, Customer shall be liable for the Remaining Lease Balance and any other amounts due under this Agreement. If the proceeds of the sale of the Equipment are not sufficient to pay the balance of any Payments owed by Customer during its then-current appropriation period, CFS may take any other remedy available at law or in equity to require Customer to pay such Payments and perform any of its other obligations under this Agreement. No waiver of any of Customer's obligations, conditions or covenants shall be effective unless contained in a writing signed by CFS. Failure to exercise any remedy that CFS may have shall not constitute a waiver of any obligation with respect to which Customer is in default.

17. LATE CHARGES; EXPENSES OF ENFORCEMENT: If Customer fails to pay any sum to be paid by Customer to CFS under this Agreement on or before the due date, Customer shall pay CFS, upon demand, an amount equal to the greater of ten percent (10%) of each such delayed Payment or twenty-five dollars (\$25) for each billing period or portion of a billing period such Payment is delayed, in each case to the extent permitted by applicable law. The amounts specified above shall be paid as liquidated damages and as compensation for CFS' internal operating expenses incurred in connection with such late payment. In addition, Customer shall reimburse CFS for all of its out-of-pocket costs and expenses incurred in exercising any of its rights or remedies hereunder or in enforcing any of the terms of this Agreement, including, without limitation, reasonable fees and expenses of attorneys and collection agencies, whether or not suit is brought. If CFS should bring court action, Customer and CFS agree that attorney's fees equal to twenty-five percent (25%) of the total amount sought by CFS shall be deemed reasonable for purposes of this Agreement.

18. ASSIGNMENT: CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT IN WHOLE OR IN PART, NOR SHALL CUSTOMER SUE OR LEND ANY EQUIPMENT WITHOUT PRIOR WRITTEN CONSENT OF CFS. CFS may pledge or transfer this Agreement. Customer agrees that if CFS transfers this Agreement, CFS shall act as Customer's agent for purposes of keeping a written record of such transfer in accordance with Section 149(a) of the Internal Revenue Code of 1986, as amended, and upon Customer request CFS shall deliver the new assignee's name to Customer. Customer agrees that if CFS transfers this Agreement, the assignee will have the

same rights and benefits that CFS has now and will not have to perform any of CFS' obligations, which CFS will continue to perform. Customer agrees that the rights of the assignee will not be subject to any claims, defenses, or set-offs that Customer may have against CFS. If Customer is given notice of any such transfer, Customer agrees, if so directed therein, to pay directly to the assignee all or any part of the amounts payable hereunder.

19. RETURN: If Customer terminates the lease of any Equipment as described in the Fiscal Funding provision hereof, Customer shall return such Equipment at its sole cost and expense in good operating condition, ordinary wear and tear resulting from proper use excepted, to a location specified by CFS. CFS may charge Customer a return fee equal to the greater of one Payment or \$250 for the processing of returned Equipment. If for any reason Customer shall fail to return the Equipment to CFS as provided herein, Customer shall pay to CFS upon demand one billing period's Payment for each billing period or portion thereof that such return is delayed. Customer shall reimburse CFS for any costs incurred by CFS to place the Equipment in good operating condition.

20. OWNERSHIP OF EQUIPMENT: Title to the Equipment shall pass to the Customer "AS-IS-WHERE-IS" without any warranties of any kind, upon commencement of the Agreement. As security for the due payment and performance of all of its obligations hereunder, Customer hereby grants to CFS, its successors and assigns, a first priority security interest in the Equipment, which security interest shall only be released upon proper notice and payment by Customer of all amounts due hereunder.

21. DATA: Customer acknowledges that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that Customer may store for purposes of normal operation of the Equipment ("Data"). Customer acknowledges that CFS is not storing Data on behalf of Customer and that exposure or access to the Data by CFS, if any, is purely incidental to the services performed by CFS. Neither CFS nor any of its affiliates has an obligation to erase or overwrite Data upon Customer's return of the Equipment to CFS. Customer is solely responsible for: (A) its compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions related to erasing or overwriting Data. Without limiting the foregoing, if applicable, Customer should, (i) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (ii) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if Customer has higher security requirements, Customer may purchase from its Canon dealer at current rates an appropriate option for the Equipment, which may include (a) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (b) an HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (c) a replacement hard drive (in which case Customer should properly destroy the replaced hard drive). Customer shall indemnify CFS, its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data. This section survives termination or expiration of this Agreement. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between Customer and CFS applies, or could be construed to apply to Data.

22. MAXIMUM INTEREST: No Payment is intended to exceed the maximum amount of interest permitted to be charged or collected by applicable laws, and any such excess Payment will be applied to payments due under this Agreement, in inverse order of maturity, and thereafter shall be refunded.

23. UCC - ARTICLE 2A: CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A") AND THAT CFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. CUSTOMER WAIVES ITS RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522.

24. WAIVER OF OFFSET: This Agreement is a net lease. If the Equipment is not properly installed, does not operate as represented or warranted, or is unsatisfactory for any reason, Customer shall make such claim solely against the supplier, dealer, or manufacturer. Customer waives any and all existing and future claims and offsets against any Payments or other charges due under this Agreement, and unconditionally agrees to pay such Payments and other charges, regardless of any offset or claim which may be asserted by Customer or on its behalf.

25. AUTHORITY AND AUTHORIZATION: Customer represents and agrees that (a) Customer is a state or a political subdivision or agency of a state; (b) that entering into and performance of the Agreement is authorized under Customer's state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which Customer is party; and (c) Customer has complied with any bidding requirements and, where necessary, has properly presented this Agreement for approval and adoption as a valid obligation on Customer's part. Upon request, Customer agrees to provide CFS with an opinion of counsel as to clauses (a) through (c) above, an incumbency certificate, and other documents that CFS may request, with all such documents being in a form satisfactory to CFS.

26. GOVERNMENT USE: Customer agrees that (a) Customer will comply with all information reporting requirements of the Internal Revenue Code of 1986, as amended, including but not limited to the execution and delivery to CFS of information reporting statements requested by CFS, (b) Customer will not do, cause to be done, or fail to do any act if such act will cause the interest portion of the Payments to be or to become subject to Federal income taxation, and (c) the use of the Equipment is essential for Customer's proper, efficient and economic operation. Customer will be the only entity to use the Equipment during the term of this Agreement and Customer will use the Equipment only for Customer's governmental purposes. Upon request, Customer agrees to provide CFS with an essential use letter in a form satisfactory to CFS as to clause (c) above.

27. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL: THIS AGREEMENT HAS BEEN EXECUTED BY CFS IN, AND SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN, THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN CUSTOMER AND CFS SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT CFS' SOLE OPTION, IN THE STATE WHERE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVES OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, AND CFS BY ITS ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

28. MISCELLANEOUS: All notices required or permitted under this Agreement shall be sufficient if delivered personally, sent via facsimile or other electronic transmission, or mailed to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from CFS to Customer shall be effective three (3) days after it has been deposited in the mail, duly addressed. All notices to CFS from Customer shall be effective after it has been received via U.S. mail, express delivery, facsimile or other electronic transmission. If there should be more than one party executing this Agreement as Customer, all obligations to be performed by Customer shall be the joint and several liability of all such parties. Customer's representations, warranties, and covenants under this Agreement shall survive the delivery and return of the Equipment. Any provision of this Agreement that may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement. No such prohibition or unenforceability in any jurisdiction shall invalidate or render unenforceable such provision in any other jurisdiction. Customer agrees that CFS may insert missing information or correct other information on this Agreement including the Equipment's description, serial number, and location and corrections to Customer's legal name; otherwise, the Agreement contains the entire arrangement between Customer and CFS and no modifications of this Agreement shall be effective unless in writing and signed by the parties. Customer agrees that CFS may accept a facsimile or other electronic transmission of this Agreement or any Acceptance Certificate as an original, and that facsimile or electronically transmitted copies of Customer's signature will be treated as an original for all purposes.

Initials: *JH*

Sign Here

Pittsburg County Treasurer
 115 E. Carl Albert Pkwy 102
 McAlester, OK 74501

NASPO - PURCHASE ORDER - LEASE

NASPO:

To:
 MailFinance Inc.
 478 Wheelers Farms Road
 Milford, CT 06461
 800-881-6245

SHIP TO:
 Pittsburg County Treasurer
 115 E. Carl Albert Pkwy 102
 McAlester, OK 74501

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS

QTY	PRODUCT ID	DESCRIPTION	UNIT PRICE	TOTAL
1	IN700	IN 700 Digital Mailing Machine with Dynamic Scale		\$344.05

PRICING BASED ON STATE OF OKLAHOMA CONTRACT SW1008N. \$344.05 PER MONTH, BILLED MONTHLY.
 PRICING BASED ON 60 MONTHS. 12 MONTHS W/ 4 RENEWAL PERIODS.
 Lease includes Equipment, Maintenance, USPS Rate Changes, Meter Rental, Installation & Training

Quarterly
SH
2/25/16

SUBTOTAL	\$344.05 per month
SALES TAX	n/a
SHIPPING & HANDLING	n/a
TOTAL	\$344.05 per month

1. Order is governed under the terms and conditions of the NASPO Master Price Agreement Contract Number ADSPO16-169901 Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.

2. Payments will be sent to:
 MailFinance
 Dept. 3682
 PO Box 123682
 Dallas, TX 75312-3682
 Federal ID Number: 04-2984524

3. Send all correspondence to:
 MailFinance Inc.
 478 Wheelers Farms Road
 Milford, CT 06461
 Phone 203-301-3400 Fax: 203-301-2000

Jennifer Lenox Hackler
 Authorized by _____ Date *12-4-19*

Jennifer Lenox Hackler
 Print Name and Title Treasurer



Software & Technology
101 S 15th Street
Duncan, OK 73533
www.kellpro.com

Invoice #: 00216312.2
PO #:
Terms: Net 30
Invoice Date: 07/01/2022
Due Date: 07/31/2022
Questions? Please call 5802555553, opt 3

BILL TO:

Pittsburg County Treasurer
115 E. Carl Albert Pkwy.
MCALESTER, OK 74501

Description	Qty	Price	Total
Hardware Licensing			
Complete Online Care by KellPro	11.00	\$ 129.00	\$ 1,419.00
		Hardware Licensing Total:	\$ 1,419.00
Software			
Recording System Imaging View Only Station	1.00	\$ 687.00	\$ 687.00
Treasurer Full Station (Bookkeeping + Tax)	1.00	\$ 1,230.00	\$ 1,230.00
Treasurer System View-Only Station	10.00	\$ 205.00	\$ 2,050.00
		Software Total:	\$ 3,967.00
		Grand Total:	\$ 5,386.00

Thank you for choosing KellPro!

KellPro Software and Service Agreement

Please retain for your records.

The following agreement is intended to guide the relationship between KellPro, Inc. and Pittsburg County Treasurer, our Customer. Our goal is to provide high quality products and services that meet your business needs in return for fair compensation for our intellectual property, service and time. KellPro licenses you, our Customer, to use our software and services as described herein from 07/01/2022 until 06/30/2023 on the number of workstations shown below in exchange for the total amount shown below. Payment for products and services constitutes acceptance of this agreement.

Qty	Product Description or Service
11.00	Complete Online Care by KellPro
1.00	Recording System Imaging View Only Station
1.00	Treasurer Full Station (Bookkeeping + Tax)
10.00	Treasurer System View-Only Station
<hr/>	
	KellPro Licensing: \$ 5,386.00

Software

The customer is licensed to use the KellPro software listed during the period of time listed for the license fee listed in the paragraph above. Using our software without a license is prohibited. Making copies of our software or taking actions to distribute, disseminate, loan, or translate KellPro software is also prohibited. This license belongs only to the agency or business listed above. KellPro does not warrant that the operation of our software will be uninterrupted or error free but will use every reasonable effort to provide support when there is an issue related to our software.

Licensing Fees

The licensing fee is assessed annually based on the fiscal accounting period for each customer. The fee covers the cost of supporting the software; in general providing toll free telephone support, providing bug fixes for the software, periodic customer care visits and nominal support time to identify non-KellPro related issues. Software licensing rates will not change during a licensing period.

Support

Unlimited toll free telephone support is provided for licensed customers. Support staff are available from 8:00 A.M. to 5:00 P.M. CST, Monday through Friday (with the exception of Federal holidays observed in our area). After hours support is also available at our customary hourly rates. Support will be provided over the telephone or Internet, therefore all customers are expected to have a working telephone and Internet connection. At the customer's request, KellPro will schedule on-site visits. Support issues due to factors outside of the scope of the KellPro software, such as hardware failure, may result in additional fees if the duration of the support incident exceeds a reasonable amount of time. Any additional fees that may apply for visits or non-KellPro software issues will be negotiated with the customer in advance.

Training and Documentation

Training is initially provided as part of a new installation. KellPro staff also typically schedules a visit to customer sites one or two times per year at no additional charge to the customer. These visits will provide informal training, on-site support issue resolution and any other activity related to the KellPro software that may be requested by the customer. Written documentation (in electronic format) for the software will be provided during the initial training and is always available on request from KellPro support staff. Individualized on-site training may be requested by the customer at any time and is available at our standard rates.

Ownership of Data

Data entered into KellPro software is the property of the customer. The data is stored in an industry standard format and may be extracted at will by the customer. The data is secured with user accounts and passwords to protect the integrity of the customer's data. These security credentials (database user accounts, passwords, etc.) are generally provided at installation time and may be requested at any time from KellPro support. A data set may be used by KellPro for troubleshooting or testing purposes.

Environment

KellPro can only be responsible for KellPro software. Specific computer and network environment factors are required for KellPro software to function correctly. The correct software environment is configured when the software is installed initially. If the computer or network environment changes due to factors outside of the KellPro software, and the KellPro software is adversely affected, KellPro support staff will assist the customer in determining that such a change or failure has occurred. If such incidents are minor and infrequent, there is normally not a charge. If the support incident becomes prolonged (normally more than 20 minutes) and appears to have causes outside of the KellPro software, the customer will be apprised of the possibility that the incident may become a billable event and the customer will be given opportunity to approve/disapprove the charges for continuation of the support incident.



Tim Keller - President, KellPro, Inc.
Date: 06/21/2022



James A. Sorensen - CEO, KellPro, Inc.
Date: 06/21/2022

PAYMENT PROCESSING AGREEMENT

This Payment Processing Agreement ("Agreement"), including all exhibits and addendums hereto, is made by and between Federal Payments ("FEDPAY") a dba of ACH Direct, Inc. a California corporation and Pittsburg County, OK ("Agency").

FEDPAY and its affiliates provide payment processing services including Credit Card, Debit Card and Automated Clearing House ("ACH") processing services (the "Services") to Agency who provides services to, or otherwise has a business relationship with, individuals and other entities ("Constituents").

1. Definitions.

Account: Bank Account or Card Account.

Account Holder: The owner of the Card or Bank Account to which a Transaction may apply.

Business Day: Any day other than Saturday, Sunday or Federal Holidays.

Card: Credit Card or Debit Card.

Chargeback: The procedure by which an Account Holder attempts to reverse the funding of a Transaction by contacting the Account Issuer to which the Transaction was performed.

Issuer: The bank or financial institution which issued the Account to the Constituent.

Downgrade: Any transaction that fails to qualify for the best level of Interchange qualification.

Payment Associations: MasterCard, Visa, Discover, American Express, NACHA and any applicable debit card networks.

Payment Processor: An entity which processes electronic financial transactions, including but not limited to ACH, Credit Card, Debit Card, into the appropriate network for each type of payment, on behalf of merchants.

Rule: Operating Rules which are established by the applicable Payment Associations.

Regulation: Any applicable Local, State and Federal Law.

Settlement Account: A checking or savings account at a financial institution designated by Agency as the account to be debited and credited by FEDPAY or Processor for any amounts owed as a result of any applicable Transactions.

Transaction: Electronic request submitted to FEDPAY to affect a Constituent's Account.

Validation Code: The 3 or 4 digit security code printed on the signature panel of most Cards or on the top right of American Express Cards.

2. Use License.

Subject to the terms and conditions of this Agreement, FEDPAY hereby grants to Agency a non-exclusive and non-transferable license to access and use FEDPAY's products and services contracted for and Agency hereby accepts such license and agrees to utilize and access the Services in accordance with the practices and procedures established by FEDPAY. Agency may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its Constituents, unless otherwise notified by FEDPAY. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of FEDPAY's Proprietary Property, as defined in Section 2 below, in whole or in part, is granted except as expressly provided by this Agreement. Neither Agency nor any of its affiliates shall reverse engineer, decompile or disassemble the Proprietary Property. Additionally, nothing in this Agreement shall be construed to provide Agency with a license of any third-party proprietary information or property.

3. Ownership.

All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to FEDPAY's products and services (the "Proprietary Property"), are and will remain the sole and exclusive property of FEDPAY, whether or not specifically recognized or perfected under applicable law. FEDPAY shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing FEDPAY products or services and/or any new programs, upgrades, modifications or enhancements developed by FEDPAY in connection with rendering any services to Agency (or any of its affiliates), even when refinements and improvements result from Agency's request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in FEDPAY by virtue of this Agreement or otherwise, Agency hereby expressly transfers and assigns (and, if applicable, shall cause its affiliates to transfer and assign) to FEDPAY all rights, title, and interest which Agency or any of its affiliates may have in and to such refinements and improvements.

4. Confidentiality.

Agency acknowledges that the products, services and information relating to FEDPAY's products and services (including without limitation these Terms and Conditions) contain confidential and proprietary information developed by, acquired by, or licensed to FEDPAY (the "Confidential Information"). Agency will take (and will cause its affiliates to take) all reasonable precautions necessary to safeguard the confidentiality of the Confidential Information. Neither Agency nor any of its affiliates will make any unauthorized use of the Confidential Information or disclose, in whole or in part, the Confidential Information to any individual or entity, except to those of Agency's employees or affiliates who require access for Agency's authorized use of the products or services and agree to comply with the use and nondisclosure restrictions applicable to the Confidential Information. This Section will not apply to Confidential Information that (i) was already available to the public at the time of disclosure, (ii) becomes generally known to the public after disclosure to the other party, through no fault of the other party, or (iii) is disclosed under force of law, governmental regulation or court order. Agency acknowledges that any unauthorized use or disclosure by it or any of its affiliates of the Confidential Information may cause irreparable damage to FEDPAY. As such, if FEDPAY becomes aware of Agency's breach or threatened breach of this Section, FEDPAY may suspend any and all rights granted to Agency under these Terms and Conditions and shall be entitled to injunctive relief, without the need of posting a bond, in addition to all legal or equitable relief that may be available to FEDPAY.

5. Term and Termination

5.1 Term. This Agreement shall become effective upon the date this Agreement is executed by both parties and shall have an initial term of one (1) year with two (2) additional one (1) year terms upon agreement of the parties and subject to available appropriated funds.

5.2 Exclusivity.

During the term of this Agreement, Agency shall use FEDPAY as its exclusive provider of all Services.

5.3 Termination. In the event of a material breach of this Agreement by one party and failure to cure within thirty (30) days of receipt of written notice of the breach, the other party may terminate by providing written notice of termination. Additionally, FEDPAY may



immediately terminate this Agreement without prior notice in the event that (i) there is a material adverse change to Agency or its financial condition; or (ii) Agency experiences excessive chargebacks; or (iii) Agency experiences an actual or suspected data security breach; or (iv) Agency violates any applicable Law, Rule or Regulation; or (v) termination is deemed necessary by FEDPAY to comply with any applicable Law, Rule or Regulation.

6. Transaction Processing

6.1 Accepting Transactions. FEDPAY shall process Credit Card, Debit Card and ACH Transactions on the Agency's behalf on a 24-hour basis. Transactions which are received before the daily designated cut-off time will be originated for settlement through the corresponding Payment Network. Transactions which are received after the designated cut-off time will be included in the next business day's settlement processing.

6.1.1 Sale Transactions. All Transactions sent to FEDPAY utilizing the "Sale" method will automatically be captured for settlement in time for the next designated cut-off time.

6.1.2 Auth/Capture Transactions. If Agency opts to utilize an "Authorize" method rather than a "Sale" method for a Transaction, then it will be the responsibility of Agency to submit a corresponding "Capture" Transaction within 48 hours of the authorization in order to complete the Transaction process for settlement. Transactions which are not captured within 48 hours of Authorization are untimely and may be rejected by FEDPAY.

6.2 Transaction Format. FEDPAY is responsible only for processing Transactions which are received and approved by FEDPAY in the proper format, as established by FEDPAY.

6.2.1 Card Not Present Transactions. For card-based transactions in which the card is not present, Agency must obtain and include as part of the authorization request the 3 or 4 digit Validation Code and cardholder's billing address information.

6.3 Merchant Account. In order to provide transaction processing services, FEDPAY may need to establish one or more Merchant Accounts on Agency's behalf or require Agency to establish a Merchant Account with a provider pre-approved by FEDPAY.

6.4 Modifying Transactions. Agency shall regularly and promptly review all Transactions and shall immediately notify FEDPAY upon discovery of any and all discrepancies between Agency's records, FEDPAY and Agency's bank, or with respect to any Transaction that Agency believes was made erroneously or without proper authorization. At Agency's request, FEDPAY will make reasonable efforts to reverse, modify, void or delete a Transaction after it has been submitted for settlement. All requests must be made in writing (electronic mail will be deemed as "in writing" for these purposes), signed or sent by an individual pre-authorized by Agency to make such requests and delivered to FEDPAY. Agency agrees that FEDPAY will not be held responsible for any losses, directly or indirectly, incurred by Agency or other third parties as a result of FEDPAY's failure to accomplish the request before the Transaction has been processed through the applicable Payment Network.

6.5 Delay or Rejection of Transactions. FEDPAY may delay or reject any Transaction without prior notification to Agency which is improperly formatted, is untimely, is missing information which may cause it to downgrade or if FEDPAY has reason to believe such Transaction is fraudulent or improperly authorized or for any reason permitted or required



under the Rules or Regulations. FEDPAY shall have no liability to Agency by reason of the rejection of any such Transaction.

- 6.6 Returned Items. FEDPAY shall make available to Agency details related to the receipt of any Transaction that is returned unpaid or Transaction which is charged back and shall credit or charge such returned item to Agency's Settlement Account.
- 6.7 Chargebacks. Agency acknowledges and agrees that it is bound by the Rules and Regulations of the Payment Associations with respect to any Chargeback. Agency understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales can be returned or charged back to Agency like any other item hereunder. In the event a Transaction is charged back for any reason, the amount of such Transaction will be deducted from Agency's designated settlement account or any payment due to Agency.
- 6.8 Excessive Chargebacks. Using limits established by Associations as a standard for review, FEDPAY reserves the right to suspend and/or terminate Agency's access to the Services should Agency's chargeback ratio exceed allowable limits in any given period. FEDPAY will make reasonable efforts to provide Agency with notice and a time to cure its excessive chargebacks prior to suspending or terminating Agency's access to the Services. Agency acknowledges and expressly authorizes FEDPAY, in compliance with Payment Association Rules and Regulations, to provide to the Payment Associations and applicable regulatory bodies, Agency's name and contact information as well as transaction details should Agency's chargeback ratio exceed the allowable limits in any given period.
- 6.9 Resubmitting Transactions. Agency shall not re-submit any Transaction unless it is returned as (i) Insufficient funds (R01); or (ii) Uncollected funds (R09); or (iii) unless a new authorization is obtained from Constituent.
- 6.10 Settlement. Settlement of Agency's funds for Transactions, less any Chargebacks or Returns, to Agency's designated settlement account will occur within 72 hours of Origination excluding weekends and US federal banking holidays. Settlement of Transactions will occur via electronic funds transfer over the ACH Network.
- 6.11 Reporting. FEDPAY will make daily Origination and Deposit reports available to Agency on a 24/7 basis through the FEDPAY Internet-based Payments Gateway platform.

7. Transaction Authorization

- 7.1 Constituent Authorization. Agency shall obtain authorization from Constituent prior to requesting a Transaction to Constituent's account.
- 7.2 Retention. Agency shall retain proof of Constituent's authorization for a period of not less than two (2) years for standard transactions and for a period of five (5) years for health-related transactions from the authorization date or revocation of authorization date and shall provide such proof of authorization to FEDPAY upon request within five (5) business days of the request.
- 7.3 Revoked Authorization. Agency shall cease initiating Transactions to a Constituent's account immediately upon receipt of any actual or constructive notice of that Constituent's termination or revocation of authority. Agency may re-initiate Transactions to a Constituent's account only upon receiving new authorization from Constituent.



8. ACH Settlement Authorization. Agency authorizes FEDPAY to electronically debit and credit Agency's designated bank account(s) for any amounts owed to or by Agency in accordance to the terms of this Agreement.

9. Constituent Disputes.

All disputes between Agency and its Constituent (s) relating to any Transaction processed under this Agreement will be settled by and between Agency and Constituent. Agency agrees that FEDPAY bears no responsibility or involvement in any such dispute.

10. Compliance with Laws, Rules and Regulations.

In performing its duties under this Agreement, each party agrees to comply with all applicable Rules, Regulations and Laws. Agency agrees to cooperate and provide information requested by FEDPAY to facilitate FEDPAY's compliance with any applicable Law, Rule or Regulation. Additionally, Agency shall reimburse FEDPAY for any fines or loss of funds imposed on FEDPAY for any violation of the Rules, Regulations or Laws by Agency.

11. Pricing and Payment.

11.1 FEDPAY will provide the Services in accordance with the pricing fee schedule(s) attached hereto as Appendix A. Pricing schedules which utilize an Absorbed Fee Model will be billed to the Agency monthly in arrears and will automatically be debited from Agency's designated account via ACH Debit. Pricing schedules which utilize a Service Fee Model will result in a processing fee being charged to the Constituent in the form of a non-refundable service fee which is either (i) added to; or (ii) charged as a separate transaction to the Constituent at the time of payment.

11.2 Pricing schedules which utilize a flat service fee model are calculated based on historical or estimated transactional amount activity by Agency. In the event that experiential transaction activity varies significantly from the historical or estimated amounts, FEDPAY shall have the right to adjust the service fee in accordance to the experiential transaction activity.

11.3 FEDPAY's pricing is subject to the underlying fees established by the Payment Associations and its service providers. As such, in the event FEDPAY experiences an increase in cost for any processing services utilized by Agency during any term of this Agreement, FEDPAY will pass through the increases with no additional markup to Agency. FEDPAY will provide Agency a minimum of thirty (30) days notice of any change or adjustment in fees.

12. Indemnification.

Each party bears all responsibility for its own employees' actions while in its employ. Each party shall indemnify and hold the other party harmless from and against any and all claims, demands, actions, losses, damages, liabilities, expenses, expenditures, and costs including but not limited to attorneys' fees and other costs of defense, including settlement costs, that relate to or result from (i) any material breach of this Agreement, including but not limited to a breach of the party's representations and warranties contained herein; or (ii) any alleged violation by the party of any applicable Law, Rule or Regulation.



13. Limits of Liability.

- 13.1 Neither party shall be liable to the other party or to any third party for any special, consequential, incidental or punitive damages of any kind or nature incurred in relation to this Agreement. FEDPAY's maximum liability hereunder for any claims whatsoever shall not exceed the greater of (i) \$50,000; or (ii) the total amount of all fees paid by Agency to FEDPAY during the three (3) month period preceding the origination of the claim giving rise to liability. The limitations of liability contained in this section shall apply without regard to whether other provisions of the Agreement have been breached or have proven ineffective.
- 13.2 FEDPAY shall not be held responsible for errors, acts or failures to act of others, including, and among other entities, banks, other processors, communications carriers or clearing houses through which Transactions may be originated or through which FEDPAY may receive or transmit information, and no such entity shall be deemed an agent of FEDPAY.

14. Representations and Warranties.

14.1 FEDPAY's Representations and Warranties.

- 14.1.1 FEDPAY represents and warrants to Agency that FEDPAY's agreement to provide its products and services to Agency and to perform the Services hereunder does not violate any agreement or obligation between FEDPAY and any third party.
- 14.1.2 To the best of FEDPAY's knowledge, no performance of its obligations hereunder will infringe on any copyright, patent, trade secret or other proprietary right held by any third party.
- 14.1.3 When executed and delivered by FEDPAY, the agreement with Agency will constitute the legal, valid, and binding obligation of FEDPAY, enforceable in accordance with its terms.

14.2 Agency's Representations and Warranties.

- 14.2.1 Agency's agreement to license FEDPAY's products and services and to engage FEDPAY to perform the Services hereunder does not violate any agreement or obligation between Agency and any third party.
- 14.2.2 To the best of Agency's knowledge, neither any information delivered by Agency to FEDPAY in support of this Agreement nor Agency's performance of its obligations hereunder will infringe on any copyright, patent, trade secret or other proprietary right held by any third party.
- 14.2.3 None of the activities for which Agency has engaged the services of FEDPAY shall violate any international, federal, state, or local law or regulation, including but not limited to laws relating to consumer non-public financial information.
- 14.2.4 When executed and delivered by Agency, the agreement with FEDPAY will constitute the legal, valid, and binding obligation of Agency, enforceable in accordance with its terms.

15. Service Policy.

Except as otherwise specifically provided herein, FEDPAY's products and services are provided hereunder "As Is" without warranty of any kind. Agency acknowledges and understands that FEDPAY does not warrant that the Services will be uninterrupted or error free and that FEDPAY may occasionally experience delays or outages due to disruptions that are not within FEDPAY's control. Any such interruption shall not be considered a breach of this Agreement by FEDPAY.



FEDPAY shall use its best efforts to remedy any such interruption in service as quickly as possible.

16. Force Majeure.

Neither party shall be liable for, or be considered in breach of or default under the Agreement on account of any delay or failure to perform its obligations hereunder as a result of any causes or conditions that are beyond such party's reasonable control and that such party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected party shall give prompt written notice to the other party and shall use all commercially reasonable efforts to minimize the impact of the event.

17. Assignment.

The rights granted under this Agreement shall not be assigned by either party without the prior written consent of the other party, which shall not be unreasonably withheld.

18. Choice of Law and Venue.

18.1 This Agreement shall be governed by and construed in accordance with the internal laws of the state of Oklahoma.

18.2 The exclusive venue for any actions or claims arising from or related to this Agreement shall be in the appropriate state or federal court located in Oklahoma.

19. Amendment.

Except as otherwise provided for herein, the terms and conditions of this Agreement shall not be modified or amended except in writing, signed by the parties hereto and specifically referring to this Agreement.

20. Publicity.

Neither party shall use the other party's name, logo or service marks in conjunction with a press release or advertisement without first obtaining written approval.

21. Notice.

Any notice required to be given by either party hereunder, shall be in writing and delivered personally to the other designated party, or sent by any commercially reasonable means of receipted delivery, addressed, to that party at the address most recently provided in writing. Either party may change the address to which notice is to be sent by written notice to the other under any provision of this paragraph.

Notices to FEDPAY:

Federal Payments
500 W. Bethany
Suite #200
Allen, TX 75013
Attn: General Counsel

Notices to Agency:

22. Headings.

The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

23. Severability.

Should any term, clause or provision herein be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the parties.

24. Entire Agreement; Waiver; Counterparts.

This Agreement constitute the entire understanding of the parties, and revoke and supersede all prior agreements between the parties and are intended as a final expression of their agreement. Either party's waiver of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach of same or other provision. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective organizations, have executed this Agreement as of the date set forth below.

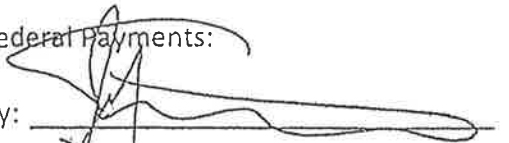
Federal Payments:

By:

Name:

Title:

Date:


Jeffrey Thorness
President & COO
6-19-2012

Agency:

By:

Name:

Title:

Date:

PITTSBURGH COUNTY
TREASURER
Donna Scrivner
DOWNA SCRIVNER
PITTS. CO. TREA.
6-6-12

DS.

FY-22/23 Annual License & Maintenance Fees

From: rwestrope@gmail.com

To: pittsburg_treasurer@yahoo.com

Date: Tuesday, May 10, 2022, 10:00 AM CDT

Hello, Pittsburg County Treasurer.

We appreciate your business. Here is your invoice.

Pittsburg County Treasurer 115 E. Carl Albert Pkwy #2 McAlester, OK 74501		
INVOICE #	DATE	AMOUNT
2698	7/1/2022	17,400.00

Sincerely,

John D Westrope

Powered by **Quicken**



Invoice_2698.pdf
32.1kB

SOFTWARE LEASE & MAINTENANCE AGREEMENT

This **Software Lease and Maintenance Agreement** is entered into, by and between Pittsburg County Treasurer, State of Oklahoma (hereinafter the "Lessee") and TM Consulting, Inc. an Oklahoma corporation (hereinafter the "Lessor").

Pittsburg County Treasurer is the lessee of Treasurer's Tax Accounting, Bookkeeping, Imaging and Internet software furnished by TM Consulting, Inc.

TM Consulting, Inc. has agreed to lease and provide maintenance to Pittsburg County Treasurer on the software as set forth herein.

1. **MAINTENANCE.** Lessor agrees to provide reasonable telephone support and consulting for maintenance of the Software for the Lessee.
2. **FEE.** The Lessee shall pay \$1,450 per month or \$17,400 annually for the Lease and Maintenance Agreement. The cost of this fee will not increase for one year from the date of this agreement.
3. **TERM.** The term of the agreement shall be from July 1, 2021 through June 30, 2022.
4. **RENEWAL.** This contract is renewable at the start of the fiscal year if both parties are in agreement.
5. **SUPPORT AND CUSTOMIZATION.** Lessee shall pay \$95.00 per hour for customization or additional programming as requested by the Lessee. On-site support shall also be \$95.00 per hour. Drive time shall also \$95.00 per hour.
6. **LEASE.** Lessor leases to Lessee and Lessee hereby hires and takes from Lessor the personal property consisting of certain proprietary computer software as set forth on the above lease schedule (hereinafter referred to as the "Software"). The Software is and shall at all times be and remain the sole and exclusive property of the Lessor and Lessee shall have no right, title or interest therein or thereto except as to the use thereof subject to the terms and conditions of this Lease.
7. **LIMITED WARRANTY.** Lessor makes no warranties (express, implied or statutory) with respect to the Software and the accompanying written materials including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose. In no event will Lessor be liable to Lessee for any direct or indirect damages including, lost savings, loss of data, or other special incidental or consequential damages arising out of Lessee's use of or inability to use the Software. In no event, will Lessor's liability exceed the amount of the lease payments charged per this agreement.
8. **SOFTWARE ACCEPTANCE.** Lessee's execution of this Agreement acknowledges that all Software set forth above was received and installed and is in good and operable condition and that Lessor has fully and satisfactorily performed all covenants and conditions to be performed by it under this Lease Agreement.
9. **PLACE OF USE.** Lessee shall keep the Software at its place of business as specified above. Lessee covenants and agrees not to allow the use of the Software by other business's, entities or individuals and that said Software shall be used only on the work stations authorized by this Lease. Lessee further covenants and agrees not to copy, rent, sublease, license, transfer, donate, commercially exploit, reverse engineer, decompile, disassemble (or allow the same to occur) the Software, or any part thereof.
10. **TITLE.** All of the Software shall remain personal property and the title thereto shall remain with the Lessor at all times. Lessee shall keep the Software free from any and all judgments, liens and

encumbrances. Lessee shall give Lessor immediate notice of the attachment or other judicial process, lien or encumbrance affecting the Software and shall indemnify and save Lessor harmless of and from any loss or damage caused thereby.

11. CONFIDENTIALITY. During the course of this Agreement, either party may have or may be provided access to the other's proprietary items or confidential information ("Confidential Information"). Each party agrees to maintain the confidentiality of the other's Confidential Information in accordance with this provision and any separate nondisclosure agreement that expressly references the disclosure(s) between Lessor and Lessee. At a minimum, each party agrees that it shall not make the other's Confidential Information available to any third party without the written consent of the other and that title and ownership of the Confidential Information provided by one party to the other shall remain the exclusive property of that party who has the right to possess the Confidential Information.
12. RIGHT OF INSPECTION. Lessor, its agents and representatives shall have the right at any time through remote on-line access or during usual business hours to inspect the Software and for that purpose to have access to the location of the Software.
13. NON-WAIVER. Lessor's failure at any time to require strict performance from Lessee of any of the provisions hereof shall not waive or diminish Lessor's right thereafter to demand strict compliance therewith or with any other provision. Waiver of any default shall not waive any other default. Lessor's rights hereunder are cumulative and not alternative.
14. POSSESSION OF SOFTWARE. Lessor covenants to and with Lessee that Lessor is the lawful owner of said Software and that conditioned upon Lessee's performance of the conditions herein, Lessee shall peacefully and quietly hold and use the Software during the term of this Lease without hindrance.
15. ASSIGNMENTS. Neither Lessee nor Lessor shall assign any rights or obligations herein with regard to this Lease without the written consent of the other party.
16. BINDING AGREEMENT. This Lease shall be binding upon the Lessee and its heirs, legal representatives, successors and assigns and shall inure to the benefit of the Lessor, its successors, legal representatives and assigns.
17. GOVERNING LAW. THIS AGREEMENT SHALL BE DEEMED TO BE MADE AND EXECUTED IN PITTSBURG COUNTY, OKLAHOMA AND SHALL BE INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OKLAHOMA.
18. SEVERABILITY. If any provision hereof or any remedy herein provided for is invalid under any applicable law, such provision shall be inapplicable and deemed omitted. However, the remaining portions herein, including remaining default remedies, shall be given full force and effect in accordance with the intent of this document.
19. NO OTHER AGREEMENTS. This instrument contains the entire agreement between the parties hereto with respect to the subject matter contained herein. There are no other agreements, written or unwritten, that shall bind the parties.
20. DEFAULT. If Lessee fails to pay any amount herein provided within thirty five (35) days after the same is due and payable; or if Lessee fails to observe, keep or perform any other provision of this Lease required to be observed, kept or performed by Lessee; or if a petition is filed by or against Lessee under the Bankruptcy Act or any amendment thereto (including a petition for reorganization or an arrangement); or if a receiver is appointed for Lessee and its property; or if Lessee commits an act of bankruptcy, becomes insolvent, makes an assignment for the benefit of creditors, or offers a

composition or extension of any of its indebtedness; or if Lessee, without Lessor's prior consent, attempts to alter, modify, translate, decompile, disassemble, copy, sell, trade, transfer, encumber, pledge, sublease or in any way dispose of the Software, then Lessor or its agents shall have the right to exercise any one or more of the following remedies:

- a. Declare the entire amount of the rent hereunder immediately due and payable without notice or demand to Lessee.
- b. To sue and recover from Lessee an amount equal to the unpaid balance of any rent or other amounts due, or to become due, during the term of this Lease.
- c. To sue for and recover damages for the Lessee's default.
- d. To demand and take possession of the Software without demand or notice where ever the same may be located, with or without court order. Lessee hereby waives any and all damages occasioned by such retaking of possession of such Software. Any said taking of possession shall not constitute a termination of this Lease and shall not relieve Lessee of its original obligations under this Lease unless Lessor expressly so notifies Lessee in writing.

Additionally, Lessor shall have upon default such other and further remedies and rights as may be available at law by reason of the Lessee's default.

TM Consulting, Inc.

By: John Westrope _____

Title: President Date: 3/2/2021

Pittsburg County

By:  _____

Title: Treasurer Date: 6/17/2021

(Please sign and return)

RESOLUTION
22-305

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, June 27, 2022.

WHEREAS, the Pittsburg County Board of County Commissioners wish to renew the following lease agreements for Fiscal Year 2022-2023:

Neopost Mailing System
S/N 10249197

Mail Finance

Canon Image Runner C5535i
S/N XLN05284

Canon Financial Services

WHEREAS, the Pittsburg County Board of County Commissioners wish to renew the following software and service agreement for Fiscal Year 2021-2022:

Complete Online Care
Keli Inventory Tracking Site
Keli Inventory Tracking User
Keli Purchasing/Payroll User
New County Website Hosting
Rackspace Hosted Email Address

All services provided by
Kellpro, Inc.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, do hereby approve the renewal of the above listed lease agreements for Fiscal Year 2022-2023.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:



CHAIRMAN

[Handwritten Signature]

MEMBER

[Handwritten Signature]

MEMBER

[Handwritten Signature]

COUNTY CLERK

[Handwritten Signature]

RESOLUTION

~~21-300~~
22-306

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, June 27, 2022.

WHEREAS, the Pittsburg County District 1 wish to renew the following lease agreements for Fiscal Year 2022-2023:

ITEM	SERIAL/VIN#	CONTRACT #
CATERPILLAR FINANCIAL SERVICES		
MOTORGRADER	N9D01490	001-1020046-000
WELCH STATE BANK		
OIL DISTRIBUTOR	JF0252	58963
PAVER	I53712	60762
ASPHALT ZIPPER	AS-0536	64159
2019 ETNYRE CHIPSPREADER	K7298	64470
EXCAVATOR	HHKHK402LJ000003	68187
ARMSTRONG BANK		
2017 CAT BACKHOE LOADER	HWC02440	800037145
2015 KOMATSU RUBBER WHEEL LOADER	A36501	8400000868
2019 JOHN DEERE 700K	IT0700KXCKF354336	8400001148
2020 JD 770G MOTORGRADER	IDW770GXKLF703314	8400001353
2020 JD 770G MOTORGRADER	IDW770GXLLF703322	8400001379
OKLAHOMA DEPT. OF TRANSPORTATION		
DUMP TRUCK	5KKHAVDV2JS0951	99-2572
TRACTOR/MOWER	IL06110MKJH921958	99-2635
2021 JD EXCAVATOR		99-2745
SECURITY NATIONAL BANK		
2 - JD 672GP MOTORGRADER	IDW672GPTHF682833	197016
2019 MACK TRUCK	IDW672GPEHR682831	200569
	IMIPN4GYIKM002077	
MERCEDDES-BENZ FINANCIAL SERVICES		
2021 WESTERN STAR	5KKHAEDR9MPMN2045	801-3201737-000
2021 WESTERN STAR	5KKHAEDR0MPMN2046	801-3201737-001
2021 WESTERN STAR	5KKHAEDR2MPMN2047	801-3201737-002
CANON FINANCIAL SERVICES		
COPIER	NOT AVAILABLE	N/A
SECURITY STATE BANK		
CAT MOTORGRADER	0EB200459	
CAT MOTORGRADER	0EB200453	

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, do hereby approve the renewal of the above listed lease agreements for Fiscal Year 2022-2023.

ATTEST:

CHAIRMAN



MEMBER



MEMBER



COUNTY CLERK




BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

RESOLUTION
22-307

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, June 27, 2022

WHEREAS, the Pittsburg County District 2 wish to renew the following lease agreements for Fiscal Year 2022-2023:

ITEM	SERIAL/VIN#	CONTRACT #
CATERPILLAR FINANCIAL SERVICES		
MOTORGRADER	N9F00554	001-0832876-000
MOTORGRADER	N9R00259	001-0832876-001
WELCH STATE BANK		
CHIP SPREADER	K7053	58689
TRUCK TRACTOR	5KJJAEDR7KPKV2980	62200
TRUCK TRACTOR	5KJJAEDR9KPKV2981	62201
TRUCK TRACTOR	5KJJAEDR0KPKV2982	62202
DUMP TRUCK	5KKHAEDR4LPLM0610	62702
DUMP TRUCK	5KKHAEDR6LPLM0611	62703
DUMP TRUCK	5KKHAEDR8LPLM0612	62772
DUMP TRUCK	5KKHAEDR1LPLM0614	62773
DUMP TRUCK	5KKHAEDRXLPLM0613	62704
KUBOTA TRACTOR	K8UMHDPCHLIB11261	64811
KUBOTA TRACTOR	KBUMHDPCTKIK1182	64899
OKLAHOMA DEPT. OF TRANSPORTATION		
2017 OIL DISTRIBUTOR	N/A	99-2573
2019 ASPHALT PAVER	220295	99-2636
SNB BANK N.A.		
MOTORGRADER	N9F00863	102229
MOTORGRADER	N9F00865	102230
MOTORGRADER	N9F00886	102240
ARMSTRONG BANK		
MOTORGRADER	IDW770GPCMF711748	

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, do hereby approve the renewal of the above listed lease agreements for Fiscal Year 2022-2023.

ATTEST:

CHAIRMAN

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

MEMBER

MEMBER

COUNTY CLERK



[Handwritten signatures of Board of County Commissioners and County Clerk]

RESOLUTION
22-308

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, June 27, 2022.

WHEREAS, the Pittsburg County District 3 wish to renew the following lease agreements for Fiscal Year 2022-2023:

ITEM	SERIAL/VIN#	CONTRACT #
CATERPILLAR FINANCIAL SERVICES		
EXCAVATOR	XCF00479	001-0789809-000
BACKHOE/LOADER	HWC00295	001-0805412-000
WELCH STATE BANK		
TRACTOR/MOWER	MCF16528	58051
LOWBOY TRAILER	IIII22	59704
PNEUMATIC ROLLER	326006	59904
CHIP SPREADER	K6551	60098
7,000 GAL. DURA-TANK	70945	60129
DRUM ROLLER	BW161AD-4	60595
LOADER	N8F204606	62636
HAUL TRUCK	5KJNALD14KPKF0616	62973
ROAD BROOM	408268	63201
2020 WESTERN STAR	5KKHAEDR4LPA5724	63655
2020 WESTERN STAR	5KKHAEDR2LPLA5723	63654
2020 WESTERN STAR	5KJJAEDRXLPLG2595	63656
2020 WESTERN STAR	5KKHAEDR6LPLA5725	63985
2007 INTERNATIONAL	2HSCNAPT07C396591	64232
2020 WESTERN STAR	5KKHAEDR5LPLZ1582	64114
2017CAT CT680 TRACTOR	3HSKBTKR8HN464812	67133
SKID STEER	KBCZ064CHID62705	67474
OKLAHOMA DEPT. OF TRANSPORTATION		
2016 TRUCK CHASSIS	5KKAAXCY3HPHW7308	99-2473
2007 OIL DISTRIBUTOR	2FZAASDC07AX84652	99-2474
2017 TRACTOR/MOWER	ILV5085EKG6400952	99-2574
2021 JD TRACTOR	IL06110MPMHI08073	99-2747
ARMSTRONG BANK		
BACKHOE/LOADER	F323146	840000108
WARREN POWER & MACHINERY (D.B.A. WARREN CAT)		
140M3 MOTORGRADER	N9G00299	N/A
140M3 MOTORGRADER	N9J01199	N/A
140M3 MOTORGRADER	N9J01204	N/A
140M3 MOTORGRADER	N9J01237	N/A
140M3 MOTORGRADER	N9J01257	N/A

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, do hereby approve the renewal of the above listed lease agreements for Fiscal Year 2022-2023.

ATTEST:

CHAIRMAN



MEMBER



MEMBER



COUNTY CLERK




BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

RESOLUTION

22-309

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, June 27, 2022.

WHEREAS, the Pittsburg County Sheriff's Office wish to renew the following lease agreements for Fiscal Year 2022 - 2023:

ITEM	SERIAL/VIN#	CONTRACT #
CANON FINANCIAL SERVICES		
COPIER	QNN12348	001-0149207-023
COPIER	WXF04815	001-0149207-023
COPIER	RRB13593	001-0149207-021
WELCH STATE BANK		
2021 CHEVY TAHOE	IGNSKLED3MR314105	
2021 CHEVY TAHOE	IGNSKLED4MR442482	
2022 CHEN SIVERADO	IGCPYFED6NZ118353	
DISHWASHER /JAIL	U.S FOODS	
PITNEY BOWES		
MAILING MACHINE		

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, do hereby approve the renewal of the above listed lease agreements for Fiscal Year 2022 - 2023.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN



MEMBER



MEMBER



COUNTY CLERK




RESOLUTION
NO. 22-310

The Board of County Commissioners, Pittsburg County, met in regular session on June 27, 2022

THEREFORE, Pittsburg County Clerk wishes to renew the lease agreement with Pitney Bowes for the postage meter for the upcoming fiscal year 2023.


WHEREAS, Pittsburg County Clerk hereby wish to approve the rental and lease agreement or continuation there of the rental and lease for fiscal year 2023.

NOW THEREFORE BE IT RESOLVED, That the Board of County Commissioners, Pittsburg County, do hereby approve the rental and lease agreement or continuation there of all rental and lease agreements for the fiscal year 2023.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA


ATTEST:




CHAIRMAN


MEMBER


MEMBER


County Clerk



Pittsburg County Election Board
Tonya Barnes, Secretary

Assistant Secretary
Carla Morris

Clerk
BreeAnn Williamson

109 E. Carl Albert Parkway, RM 101
McAlester, OK 74501
Office: 918-423-3877 Fax: 918-423-7088

RESOLUTION # 22-311

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, June 27, 2022.

THEREFORE, Pittsburg County Election Board wishes to renew all lease agreements for the fiscal year 2022-2023.


WHEREAS, Pittsburg County Election Board wishes to approve all rental and lease agreements or continuation there of all rentals and leases for the fiscal year 2022-2023.

NOW THEREFORE BE IT RESOLVED, That the Board Of County Commissioners, Pittsburg County, do hereby approve all rental and lease agreements or continuation there of all rentals and leases for the fiscal year 2022-2023.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

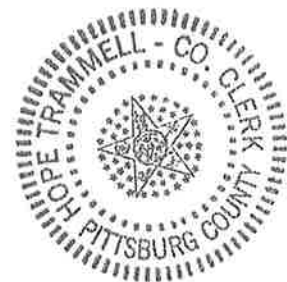
Dated this 27th day of June, 2022

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA


CHAIRMAN


MEMBER


MEMBER



ATTEST:


COUNTY CLERK



OKLAHOMA
State Department
of Health

July 01, 2022

Pittsburg County Board of County Commissioners
Pittsburg County Courthouse
115 Carl Albert Pkwy
McAlester, OK 74501

Gentlemen:

We respectfully request your approval of Cheryl McElhany and Tammy Joslin as FY 23 Requisitioning Officers for the Pittsburg County Health Department and Stoney Wainscott and Shandy Schmitt as FY 23 Receiving Officers.

The date of appointment should be effective July 1, 2022.

Respectfully Submitted:



Juliann Montgomery, Regional Administrative Director

Approved by the Board of County Commissioners this 27th day of June, 2022.


Board of County Commissioners



Chairman




Vice Chairman



Member



Attest:



Hope Trammell, County Clerk



Contract Labor Agreement

Now, on this ___ day of June, 2022, an agreement was entered into between the **Pittsburg County Health Department**, hereafter referred to as PCHD, and **CR Mowing**, hereafter referred to as Contractor.

The purpose of this contract is to provide lawn maintenance services for the Pittsburg County Health Department (1400 E. College Ave., McAlester, OK 74501). These services will be supplied upon the request of PCHD.

The terms of this agreement will be as follows:

- Mowing, edging between concrete and grass areas;
- Blow clippings from sidewalks, driveways, etc.

Consideration for this contract is as follows:

For these services, PCHD shall pay Contractor a fee of \$250.00 per service for mowing and edging. Services will be rendered on an as needed basis not to exceed once per week.

The provisions of this contract will become effective on the 1st day of July, 2022 and terminate on the 30th day of June 2023 pending available appropriations.

ASSURANCES OF THIS CONTRACT ARE AS FOLLOWS: The Contractor agrees to the following:

1. Within the limitations placed on such entities by the laws of the State of Oklahoma, hold harmless the State of Oklahoma and the Pittsburg County Health Department from all suits, actions or claims brought as a result of any injuries or damages sustained by the contractor or his employees as a result of consequence of any neglect or misconduct by the Contractor. The Contractor certifies that he is responsible for coverage of liability and worker's compensation insurance, as required by Oklahoma Statutes.
2. This contract is subject to termination upon thirty (30) days advance written notice by either party. Written notice must be forwarded to one of the applicable addresses below.

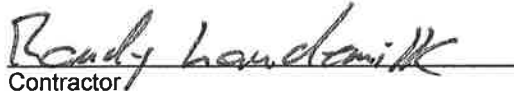
Pittsburg County Health Department
1400 E. College Ave.
McAlester, OK 74501

CR Mowing
514 E. Rock Ave.
McAlester, OK 74501

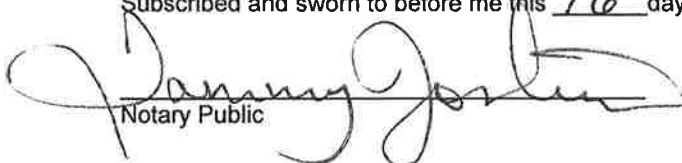

Juliann Montgomery, Regional Administrative Director


Randy Loudermilk

The undersigned states the he/she has made no payment, given or donated, either directly or indirectly, to an elected official, officer or employee of the Pittsburg County Health Department or the State of Oklahoma, of money, or any other thing of value to obtain payment of the award of this contract.


Contractor

Subscribed and sworn to before me this 16th day of June, 2022


Notary Public






OKLAHOMA
State Department
of Health


Examined and approved this 2nd day of June, 2022 by the Board of County Commissioners.



Board of Commissioners, Chairman

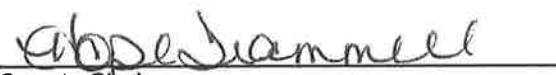


County Commissioner



County Commissioner

ATTEST:



County Clerk





VIP Voice Services AGREEMENT

A 60-month agreement beginning July 17, 2020, the date equipment is delivered to the site and service is activated with a monthly billing amount of \$3,244.89. Agreement will automatically renew each fiscal year pending available appropriations for a total of sixty (60) months with the final end date being July 17, 2025.



Pittsburg County Health Department
1400 E. College Ave.
McAlester, OK 74501

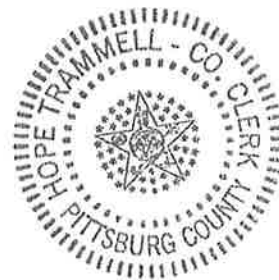

Juliahn Montgomery
Regional Administrative Director

Examined and approved this 27th day of June, 2022 by the Board of County Commissioners.


Board of Commissioners, Chairman


County Commissioner


County Commissioner



Attest: 
County Clerk



OKLAHOMA
State Department
of Health

**VIP Voice Services
Fiber Internet Upgrade**

A 60-month agreement beginning on September 23rd, 2021 with a monthly billing amount of \$300.00.

Provisions pertaining to FY 23 begin on July 1, 2022 and terminate on June 30, 2023.

Agreement will automatically renew each fiscal year pending available appropriations for a total of sixty (60) months with the final end date being July 17th, 2026.


Pittsburg County Health Department
1400 E. College Ave.
McAlester, OK 74501


Juliann Montgomery
Regional Administrative Director

Examined and approved this 27th day of June, 2022 by the Board of County Commissioners.


Board of Commissioners, Chairman


County Commissioner


County Commissioner



Attest: 
County Clerk



STANDLEY SYSTEMS

A 60-month agreement began March 1, 2018 with a quarterly lease billing amount of \$664.62 and a quarterly maintenance fee of \$0.0070 per B/W copy and \$0.0500 per color copy.

Provisions pertaining to FY23 begin on July 1, 2022 and terminate on March 1, 2023.

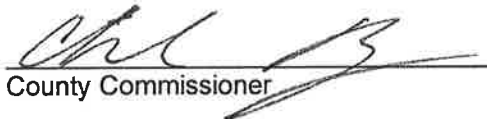
Agreement will automatically renew each fiscal year pending available appropriated funds for a total of sixty (60) months with the final end date being March 1, 2023.

Pittsburg County Health Department
1400 E. College Ave.
McAlester, OK 74501


Juliann Montgomery,
Regional Administrative Director

Examined and approved this 27th day of June, 2022 by the Board of County Commissioners.


Board of Commissioners, Chairman


County Commissioner


County Commissioner



Attest: 
County Clerk



PITNEY BOWES

A 60-month agreement beginning August 30, 2021 with a quarterly billing amount of \$439.80 for the initial 12 months followed by a quarterly billing amount of \$547.20 for the remainder of the agreement.

(1) Sendpro C Auto Mailing System

This agreement included an annual renewal based on available appropriated funding per each fiscal year for a total of sixty (60) months with the final end date being August 30, 2026.

Pittsburg County Health Department
1400 E. College Ave.
McAlester, OK 74501

Juliann Montgomery
Regional Administrative Director

Examined and approved this 27th day of June, 2022 by the Board of County Commissioners.

Board of Commissioners, Chairman

County Commissioner

County Commissioner



Attest:
County Clerk



OKLAHOMA
State Department
of Health

SHRED-IT

A 12-month agreement began June 29th, 2020 with a bi-weekly billing amount of \$90.30.

Provisions pertaining to FY 23 begin on July 1, 2022 and terminate on June 30, 2023.

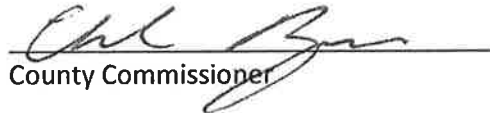
Agreement will automatically renew each fiscal year pending available appropriated funds.

Pittsburg County Health Department
1400 E. College Ave
McAlester, OK 74501


Juliann Montgomery
Regional Administrative Director

Examined and approved this 27th day of June 2022 by the Board of County Commissioners.


Board of Commissioners, Chairman


County Commissioner


County Commissioner



Attest: 
Pittsburg County Clerk



OKLAHOMA
State Department
of Health


Johnson Controls

12-month fire alarm and sprinkler system test and inspection and fire alarm system monitoring maintenance agreement with an annual fee of \$1,850.00 (test & inspection) and \$600.00 (monitoring) for a total of \$2,450.00 beginning July 1, 2022 and terminating on June 30, 2023.

Pittsburg County Health Department
1400 E. College Ave.
McAlester, OK 74501


Juliann Montgomery
Regional Administrative Director

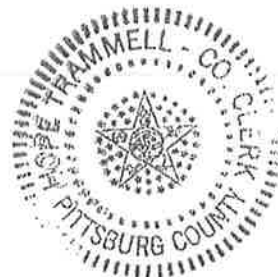
Examined and approved this 27th day of June, 2022 by the Board of County Commissioners.


Board of Commissioners, Chairman


County Commissioner


County Commissioner

Attest: 
County Clerk





Johnson Controls Fire Protection

Oklahoma State Contract #SW1048SG NASPO ValuePoint Cooperative Contract #3407



NASPO Customer:

Site Name:

Street Address:

City, State, Zip

Pittsburgh County Health Department

Pittsburgh County Health Department

1400 E College Avenue

McAlester, OK 74601

CCA Use Only:

NASPO Region Code#

AR#

Ship to Customer #

Bill to Customer #

Sales Representative

Trent Looney

Annual Contract Value:

Contract Period Begin and End Date

7/1/2022

6/30/2023

\$600.00

Pricing Breakout by Product Line & Inspection Information

Fire Alarm (Test & Inspect)

Make/Model:

Quantity:

Inspect Frequency:

Inspect Month(s):

Fire Panel(s)	0	
Pull Stations	0	
Smoke Detector - Sensitivity report from panel per 250	0	
SmokeDetectors - Test & Inspect	0	
SmokeDetector - Cleaning	0	
SmokeDetector - Sensitivity	0	
Duct Detectors - Functional test	0	
Duct Detectors - Cleaning	0	
Duct Detectors - Sensitivity	0	
Elevator Recall	0	
AV's, Horn/Strobes	0	
Speakers	0	
Heat Detectors	0	
Warden Phone Jacks	0	
Transponder	0	
NAC	0	
Annunciator	0	
Other (AHU input, relays, etc.)	0	
Vesda Early Detection Device	0	
WaterFlow	0	
Tamper Switches	0	
Dact (Dialer Panel)	0	
Door Holder	0	
Optional Standard Labor Coverage	No	
Optional 24/7 Labor Coverage	No	
Optional Full Service Parts Coverage	No	
Inspection After-Hours	No	
		\$0.00
Annual Cost		\$0.00

W/T Frequency:

Monitoring

Quantity:

Single building fire alarm service	1	
Single building burglar alarm service	0	
Multi building applications (same dialer) (each building)	0	
Single building combo panel service (fire/security)	0	
Elevator Monitoring	0	
UL Certified Fire Alarm Monitoring	0	
		\$0.00
		\$423.00

MONITORING

By ordering this service you are agreeing to the Master Monitoring Terms and Conditions applicable with this contract. These terms can be referenced in the monitoring tab below.

Sprinkler System (Test & Inspect)

Quantity:

Inspect Frequency:

Inspect Month(s):

Wet Risers	0	
Dry Risers	0	
Dry Sprinkler Trip Test	0	

Pre-Action (Quarterly pricing includes trip test. Pricing does not reflect additional FA panel or devices. If needed, see FA pricing above).

Additional Control Assemblies (Tamper and Flow)	0	
PIV's (Post indicator valve)	0	
Deluge Risers	0	
AFFF (Foam tank inspect & lab analysis of foam)	0	
Fire Hose Stations	0	

Standpipe	0
Anti-Freeze Loops	0
Fire Pump	0
Monthly Pump Run (each)	0
Private Fire Hydrants	0
Backflow Preventer (Sprinkler, Domestic, Irrigation)	0
Backflow preventer: LA, IN, MN, MD, IL, MO, MI	0
Monthly Valve Inspections	0
Optional Sprinkler Standard Labor Coverage	No
After-Hours Sprinkler Inspection	No
	\$0.00
Annual Wet Sprinkler Cost	\$0.00
	\$0.00
Annual Dry Sprinkler Cost	\$0.00
	\$0.00
Annual Anti-Freeze Cost	\$0.00
	\$0.00
Annual Backflow Cost	\$0.00
	\$0.00
Annual Deluge Cost	\$0.00
	\$0.00
Annual Fire Hose Cost	\$0.00
	\$0.00
Annual Fire Pump Cost	\$0.00
	\$0.00
Annual Pre-Action Cost	\$0.00
	\$0.00
Annual Standpipe Cost	\$0.00
	\$0.00
Annual Fire Hydrant Cost	\$0.00

Special Hazards (Test & Inspect)

	Quantity:	Inspect Frequency:	Inspect Month(s):
FM200 or Halon System - Up to 300# Tank (Note: Use A&D prices for the testing of devices)	0	Please select	
Panel	0		
Clean Agent System additional cylinder less than 350lbs	0		
Clean Agent System additional cylinder greater than 350lbs	0		
SmokeDetectors - Test & Inspect	0		
	Not included		
SmokeDetector - Cleaning	100%		
SmokeDetector - Sensitivity	0		
Heat Detectors	0		
Pull Stations	0		
Above Ceiling Smoke Detector (functionality test of smoke detector above ceiling grid)	0		
Subfloor Detector - Test & Inspect	0		
	Not included		
Subfloor Detector - Cleaning	100%		
Subfloor Detector - Sensitivity	0		
Audio/Visual	0		
Abort	0		
			\$0.00
Annual Cost			\$0.00

Extinguishers (Test & Inspect)

	Quantity:	Inspect Frequency:	Inspect Month:
ABC Portable Units	0	Please select	
Clean Agent, Halon	0		
CO2/K-Class	0		
Water - stored pressure	0		
Wheeled Unit - stored pressure	0		
Nevada (Includes parts and chemicals)	0		
Optional Platinum (parts, recharge, service)	No		
			\$0.00
Annual Cost			\$0.00

Emergency Lighting (Test & Inspect)

	Quantity:	Inspect Frequency:	Inspect Month:
Emergency Lights with Battery Pack	0	Please select	
Exit Lights with Battery Pack	0		
Optional Platinum Coverage	No		

\$0.00
\$0.00

Annual Cost

Kitchen Hoods (Test & Inspect)

Hood System (incl test & inspection of 1 tank & up to 3 links) 0
Additional Tanks 0
Additional Links 0
Optional Platinum Coverage No

Inspect Frequency:
Please select

Inspect Month(s):

\$0.00
\$0.00

Annual Cost

Emergency Shower / Eyewash Stations (Test & Inspect)

Initial Shower / Eyewash Station 0
Eash Additional 0
Additional Hours for Training or to meet Monthly Requirements 0

Inspect Frequency:
Please select

Inspect Month(s):

\$0.00
\$0.00

Annual Cost

Closed Circuit Television (Test & Inspect)

Multiplexer 0
Camera's (Indoors) 0
Camera's (Outdoor) 0
Monitors 0
Input Switcher 0
Lense Cleaning 0
Pan/Tilt 0
Controller 0
Heater/Blower 0
Battery Testing /Per Battery 0

Inspect Frequency:
Please select

Inspect Month(s):

\$0.00
\$0.00

Annual Cost

Viakoo for CCTV

Viakoo Predictive™ per camera/encoder 0
Viakoo Preemptive™ per Camera/encoder 0
Viakoo Proactive™ Per camera/encoder 0
Standard Labor Coverage (M-F, 8 to 5) No
24/7 Labor Coverage No

Service Frequency:

8-5 Standard Coverage
24/7 Labor Coverage

\$0.00

Additional Tech Time

0

Service Type:
Fire Alarm

\$0.00

*Insert add'l svc coverage desc. (hood clean, parts, union labor)
Call Unit Added for Communication*

\$177.00
\$0.00
\$0.00

Annual Recurring Cost:

\$600.00

Date: 6/17/22
Customer Signature: 



Johnson Controls Fire Protection

Oklahoma State Contract #SW1048SG NASPO ValuePoint Cooperative Contract #3407



NASPO Customer:
Site Name:
Street Address:
City, State, Zip

Pittsburgh County Health Department
Pittsburgh County Health Department
1400 E College Avenue
McAlester, OK 74601

CCA Use Only:
NASPO Region Code#
AR#
Ship to Customer #
Bill to Customer #
Annual Contract Value: \$1,850.00

Sales Representative: Trent Looney
Contract Period Begin and End Date: 7/1/2022 to 6/30/2023

Pricing Breakout by Product Line & Inspection Information

Table with columns: Fire Alarm (Test & Inspect), Quantity, Inspect Frequency, Inspect Month(s). Includes items like Fire Panel(s), Smoke Detectors, Duct Detectors, etc. Total Annual Cost: \$1,106.00

Monitoring section with columns: Monitoring, Quantity, MONITORING. Includes Single building fire alarm service, Multi building applications, etc. Total Annual Cost: \$0.00

Sprinkler System (Test & Inspect) section with columns: Sprinkler System (Test & Inspect), Quantity, Inspect Frequency, Inspect Month(s). Includes Wet Risers, Dry Risers, Dry Sprinkler Trip Test, etc. Total Annual Cost: \$0.00

PIV's (Post indicator valve)	0
Deluge Risers	0
AFFF (Foam tank inspect & lab analysis of foam)	0
Fire Hose Stations	0
Standpipe	0
Anti-Freeze Loops	0
Fire Pump	0
Monthly Pump Run (each)	0
Private Fire Hydrants	0
Backflow Preventer (Sprinkler, Domestic, Irrigation)	1
Backflow preventer: LA, IN, MN, MD, IL, MO, MI	0
Monthly Valve Inspections	0
Optional Sprinkler Standard Labor Coverage	No
After-Hours Sprinkler Inspection	No

Annual

September

	\$0.00
Annual Wet Sprinkler Cost	\$327.00
	\$0.00
Annual Dry Sprinkler Cost	\$0.00
	\$0.00
Annual Anti-Freeze Cost	\$0.00
	\$0.00
Annual Backflow Cost	\$191.00
	\$0.00
Annual Deluge Cost	\$0.00
	\$0.00
Annual Fire Hose Cost	\$0.00
	\$0.00
Annual Fire Pump Cost	\$0.00
	\$0.00
Annual Pre-Action Cost	\$0.00
	\$0.00
Annual Standpipe Cost	\$0.00
	\$0.00
Annual Fire Hydrant Cost	\$0.00

Special Hazards (Test & Inspect)

Quantity:

Inspect Frequency:

Inspect Month(s):

FM200 or Halon System - Up to 300# Tank (Note: Use A&D prices for the testing of devices)

0

Please select

Panel

0

Clean Agent System additional cylinder less than 350lbs

0

Clean Agent System additional cylinder greater than 350lbs

0

SmokeDetectors - Test & Inspect

0

Not

SmokeDetector - Cleaning

Included

SmokeDetector - Sensitivity

100%

Heat Detectors

0

Pull Stations

0

Above Ceiling Smoke Detector (functionality test of smoke detector above ceiling grid)

0

Subfloor Detector - Test & Inspect

0

Not

Subfloor Detector - Cleaning

Included

Subfloor Detector - Sensitivity

100%

Audio/Visual

0

Abort

0

\$0.00

Annual Cost

\$0.00

Extinguishers (Test & Inspect)

Quantity:

Inspect Frequency:

Inspect Month:

ABC Portable Units

0

Please select

Clean Agent, Halon

0

CO2/K-Class

0

Water - stored pressure

0

Wheeled Unit - stored pressure

0

Nevada (Includes parts and chemicals)

0

Optional Platinum (parts, recharge, service)

No

\$0.00

Annual Cost

\$0.00

Emergency Lighting (Test & Inspect)

Emergency Lights with Battery Pack	Quantity: 0	Inspect Frequency: Please select	Inspect Month:
Exit Lights with Battery Pack	0		
Optional Platinum Coverage	No		
		\$0.00	
Annual Cost		\$0.00	

Kitchen Hoods (Test & Inspect)

Hood System (incl test & inspection of 1 tank & up to 3 links)	Quantity: 0	Inspect Frequency: Please select	Inspect Month(s):
Additional Tanks	0		
Additional Links	0		
Optional Platinum Coverage	No		
		\$0.00	
Annual Cost		\$0.00	

Emergency Shower / Eyewash Stations (Test & Inspect)

Initial Shower / Eyewash Station	Quantity: 0	Inspect Frequency: Please select	Inspect Month(s):
Eash Additional	0		
Additional Hours for Training or to meet Monthly Requirements	0		
		\$0.00	
Annual Cost		\$0.00	

Closed Circuit Television (Test & Inspect)

Multiplexer	Quantity: 0	Inspect Frequency: Please select	Inspect Month(s):		
Camera's (Indoors)	0				
Camera's (Outdoor)	0				
Monitors	0				
Input Switcher	0				
Lense Cleaning	0				
Pan/Tilt	0				
Controller	0				
Heater/Blower	0				
Battery Testing /Per Battery	0				
				\$0.00	
Annual Cost				\$0.00	

Viakoo for CCTV

Viakoo Predictive™ per camera/encoder	Quantity: 0	Service Frequency:
Viakoo Preemptive™ per Camera/encoder	0	
Viakoo Proactive™ Per camera/encoder	0	
Standard Labor Coverage (M-F, 8 to 5)	No	8-5 Standard Coverage
24/7 Labor Coverage	No	24/7 Labor Coverage
		\$0.00

Additional Tech Time

	Quantity: 2	Service Type: Sprinkler
		\$226.00

Insert add'l svc coverage desc. (hood clean, parts, union labor)

\$0.00
\$0.00
\$0.00

Annual Recurring Cost:

\$1,850.00

Date: 6/17/22
 Customer Signature: 



OKLAHOMA
State Department
of Health

Clifford Power

12 month emergency generator maintenance agreement with an annual fee of \$1,246.00 beginning July 1, 2022 and terminating on June 30, 2023.

Pittsburg County Health Department
1400 E. College Ave.
McAlester, OK 74501


Julian Montgomery
Regional Administrative Director

Examined and approved this 27th day of June, 2022 by the Board of County Commissioners.


Board of Commissioners, Chairman


County Commissioner


County Commissioner



Attest: 
County Clerk



PLANNED MAINTENANCE (PM) AGREEMENT

Clifford Power Systems | 9310 E 46th St North | Tulsa, OK | 74117

Clifford Power Systems, Inc. ("CPS") agrees to provide PITTSBURG COUNTY HEALTH DEPT. ("Customer"), and Customer agrees to accept and pay for parts and service necessary to perform periodic Planned Maintenance ("PM") of ("Equipment").

Customer Address: 1400 E COLLEGE AVE City: MCALESTER State: OK Zip: 74501

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
YR 1 - \$1,246.00	\$1,246.00											

This proposal will be effective for 30 days and will expire on - **7/6/2022**

This agreement will be in accordance to the following terms and conditions, for a period of **1** year. Coverage Dates **07/01/2022 -- 06/30/2023**

In consideration of the agreements herein contained:

- Customer agrees to:** Remit Amount of \$1,246.00 for the first year of Planned Maintenance and any additional services, please refer to the payment schedule above for details. Customer agrees to make payment upon receipt of invoice.
- CPS agrees to:** Perform all Preventative Maintenance inspections on a Semi-Annually basis, additional services will be performed in the frequency described in the Equipment PM Items and Optional Services list. Work is to be performed during regular business hours 8:00AM to 5:00PM Monday through Friday. Customer will receive a copy of CPS maintenance inspection report with all applicable areas filled out by the service technician. CPS shall also report any noted problems with Equipment and recommended courses of corrective action to the Customer. CPS will perform normal maintenance on Equipment including oil and filter changes, visits include our standard 99 point inspections and equipment test.
- Customer also authorizes:** CPS to perform repairs deemed necessary for proper operation of the standby power system at time of inspection. The cost of repairs shall not exceed \$750 (\$750 recommended) without customer authorization, and shall be documented on the inspection report. Repairs estimated to exceed this amount will be referred to the Customer for action and additional authorization. Cost for additional repairs will be invoiced separately at CPS prevailing labor rates plus parts costs and prevailing mileage rates (if additional trips are required).
- Customer also authorizes:** CPS to perform a Diesel Fuel Top Off Service for an amount not to exceed \$700 (\$700 recommended) without customer authorization. This service shall be documented on the inspection report. Cost for fuel service will be invoiced separately at CPS prevailing labor and fuel rates. Service Trucks are capable of providing up to 100 gallons, if approved pricing covers costs.
- CPS warrants its work:** For a period of 30 days from the date of service. This warranty is limited to failure as a result of workmanship and does not include failures resulting from improper or unauthorized installation, misuse, negligence, accident, over-loading, over-speeding, repairs made by someone other than CPS, fire, flood, vandalism, theft or any other acts beyond the control of CPS, while under agreement.
- Failures of new parts installed by CPS:** Failure of any new part/s installed by CPS during the course of maintenance service shall be covered by the manufacturer's warranty of said part/s.
- Registration/Training Fees:** If Buyer requires Seller to register with an entity, or incur additional costs such as licensing or training specific to the servicing requirements of Buyer's account, then Buyer agrees to reimburse Seller all costs affiliated with these fees. Costs include direct fees for registration plus 20% for Seller's administration.
- Limitation of Liability:** Clifford Power System, Inc.'s liability under this agreement, if any, shall be limited to the contract amount of this agreement. In no event shall CPS be liable for any consequential, incidental or exemplary damages, including, but not limited to, loss of profits or down time.



**CLIFFORD
POWER**
The power of dependability

PLANNED MAINTENANCE (PM) AGREEMENT

Equipment PM Items and Optional Services

Service Location: Pittsburg County Health Dept. - 1400 E COLLEGE AVE - MCALESTER, OK 74501 **Service Terms:** 07/01/2022 -- 06/30/2023 **Location Total:** \$1,246.00

Incl. **GENERAC 45KW**

- 2 x 99-Point Inspection & Test
- 1 x Engine Service
- 1 x LoadBank - 2 Hours
- 1 x Coolant Sampling

Clifford Power Systems and Customer have agreed to the above this day.

By: Somer N Wamble Date: _____
Clifford Power Systems-Representative

By:  Date: 6/19/22
Customer-Representative

APPLICATION AND CERTIFICATE FOR PAYMENT

To: Pittsburg County 115 E Carl Albert Parkway McAlester, OK 74501 ATTN: Pittsburg Co Commissioners	Project: Pittsburg County Courthouse Roof 115 E Carl Albert Parkway McAlester, OK 74501	Application Information Application Number: 1 Dated: 6/21/2022
From: Crawford Roofing P.O. Box 1496 Chickasha, OK. 73023 405-224-8763		Contract Date: 6/7/2022 Period Ending: 6/21/2022

Change Order Summary		
NO.	ADDITIONS	DEDUCTIONS
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
Net Change by Orders		\$0.00

CONTRACTOR'S APPLICATION FOR PAYMENT	
Original Contract Sum	\$570,200.00
Net Change by Change Order	\$0.00
Contract Sum to Date	\$570,200.00
Total Completed and Stored	\$201,048.00
Retainage:	\$0.00
0% of Completed Work	\$201,048.00
0% of Stored Materials	\$0.00
Total Retainage:	\$0.00
Total Earned Less Retainage	\$201,048.00
Less Previous Certificates for Payment	\$0.00
Current Payment Due	\$201,048.00
Balance to Finish, Including Retainage	\$369,152.00

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

Contractor: printed: <u>Crawford Roofing Inc</u> signed: <u></u> date: <u>6/21/2022</u>		Notary Public: printed: <u>Sharon K Jones</u> signed: <u></u> My Commission expires on: <u>5/30/2026</u>
---	---	---

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

AMOUNT CERTIFIED: _____ ARCHITECT: _____

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



PARTIAL WAIVER OF LIEN

June 21, 2022

Project: Pittsburg County Courthouse Roof
115 E. Carl Albert Parkway
Pittsburg County of Oklahoma

The Undersigned, a Contractor, Sub-contractor, Material man, Equipment Supplier,
Mechanic, Workman, or Person Performing Services, IN CONSIDERATIION OF
Two Hundred One Thousand Forty Eight Dollars and No Cents...(\$201,048.00)
DOES HEREBY WAIVE AND RELEASE ANY AND ALL CLAIMS, LEINS, AND RIGHTS TO LIENS
IN THE ABOVE DESCRIBED PREMISES, which the undersigned may have under the statutes
Of the State relating to liens ON ACCOUNT OF ALL SERVICES, EQUIPMENT, MATERIAL,
AND LABOR FURNISHED for the improvement on the above described premises.

[Signature] CONTRACTOR

STATE OF: Oklahoma

COUNTY OF: Grady

Subscribed and sworn to before me this 21 day of June, 2022

[Signature] Notary Public

My Commission expires 5/30/26



PROJECT DEVELOPMENT AGREEMENT

THIS AGREEMENT ("**Agreement**") is made by and between the Pittsburg County ("**Client**"), and EntegriTY Energy Partners LLC ("**EntegriTY**"). Client and EntegriTY are occasionally referred to herein as the "**Parties**").

The following Agreement represents the Parties' mutual commitment to an Energy Savings Performance Contract and outlines each Party's obligations during project development.

1. **Rights and Responsibilities of Client.** In support of the goal to conduct an Energy Savings Project in partnership with EntegriTY, Client agrees to:
 - a. **Information, Access, and Assistance.**
 - i. Provide information to EntegriTY within a reasonable amount of time of request. Such information may include design drawings, utility billing data, past energy audits, or any other documents that may help inform EntegriTY's analysis of energy savings.
 - ii. Provide EntegriTY access to all facilities during project development.
 - iii. Make available, to the fullest extent possible, any staff whose insight may help inform EntegriTY's analysis.
 - b. **Suspension of Outreach and Work.**

Suspend all communication with other energy services companies, auditors, or ESPC contractors whose services may compete with those offered by EntegriTY, or whose efforts may jeopardize the feasibility of the Project.
 - c. **Participation and Cancellation.**
 - i. **Participation.** Should EntegriTY identify and define an Energy Savings Project during the term of this Agreement, Client agrees to enter an Energy Savings Performance Contract within **Ninety (90) days** of the being presented with a project proposal, provided that the proposal meets the following Client Requirements:
 - The Energy Savings Project must guarantee that energy savings to the Client is greater than the cost of the Energy Savings Project for the life of the project.
 - ii. **Voluntary Cancellation by Client.** At any time, should Client decide to cancel this Agreement, Client agrees to pay EntegriTY for the engineering and development effort as defined in Section 2(c)(i).
 - iii. **Failure to Act.** Failure to act within the time period defined in Section 1 (c)(i) shall be considered voluntary cancellation as is defined in Section 1 (c)(ii) of this Agreement.

- iv. Involuntary Cancellation by Client See Section 5 of this Agreement.
 - v. Cancellation by Entegriy. Client agrees to grant Entegriy the authority to cancel this Agreement at any time. In such a circumstance, Client shall not be liable for any expenses incurred by Entegriy.
 - vi. Breach of Agreement by Entegriy. Client reserves the right to cancel this Agreement without penalty should Entegriy fail to meet its obligations.
2. **Rights and Responsibilities of Entegriy.** In support of the goal to conduct an Energy Savings Performance Contract in partnership with Client, Entegriy agrees to:
- a. Measurement and Analysis.
 - i. To the fullest applicable extent, follow guidelines defined in **Exhibit A** of this Agreement to quantify the cost and benefit of an Energy and Water Savings Project with Client.
 - ii. Hold in strict confidence any information, documents or files provided by Client to Entegriy.
 - iii. To the fullest applicable extent, prearrange with Client any site visits that may be required during the term of this Agreement, including any that may be necessary during non-operational hours.
 - b. Delivery of Materials.

Within **One Hundred Twenty (120) days** of the Effective Date of this Agreement, deliver an Energy Savings Project Proposal that fully describes the savings and other benefits of implementing the Project.
 - c. Participation and Cancellation.
 - i. Participation. Entegriy agrees to develop a project in accordance with the terms of this agreement for a fee of **Thirty-Six Thousand Seven Hundred Sixty (\$36,760)**. This fee shall be deferred until Client executes an Energy Savings Performance Contract or cancels this agreement. If Entegriy fails to meet the Client Requirements in Section 1c(i), no fee shall be charged.
 - ii. Right to Cancel. Entegriy reserves the right to cancel this Agreement at any time. In such a circumstance, Client shall not be liable for any expenses incurred by Entegriy.
 - iii. Involuntary Cancellation. See Section 5 of this Agreement.
3. **Term/Termination.** This Agreement shall commence upon full execution and shall terminate only by the Parties' mutual and written consent to cancel in accordance with the terms set forth in Sections 1c and 2c of this Agreement, or by the Parties' execution of a Energy Savings Performance Contract.
4. **Notices.** All notices and requests in connection with this Agreement shall be given to the Parties via certified mail, return receipt requested, by recognized overnight

delivery service, or by hand, at the addresses listed below, or at such other addresses (including e-mail) as set forth below.

Pittsburg County

Kevin Smith
Chairman of the Board
115 E Carl Albert Pkwy, Suite 100
McAlester, OK 74501
(918) 423-1405

Entegrity Energy Partners, LLC

Jack Bosch
Chief Operating Officer
1403 East 6th Street
Little Rock, AR 72205
(800) 700 – 1414

- 5. **Force Majeure.** Neither party shall be liable to the other party if such delay or failure arises from any event beyond the reasonable control of the affected party ("**Force Majeure Event**") provided that when a Force Majeure Event occurs, the affected party shall promptly give written notice thereof to the other party. For the purposes of this Agreement, a Force Majeure Event may include, but is not limited to, vandalism, fire, pandemic, acts of any governmental authority, or weather-related occurrence. Force Majeure Events shall not include equipment failures or acts or omissions of agents, suppliers or subcontractors, except to the extent such acts or omissions arise from a Force Majeure Event.
- 6. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
- 7. **Amendments.** This Agreement may be amended on the initiative of either Party by submitting a proposed amendment in writing to the other Party and agreement of that Party to the amendment.

Acknowledged and agreed to this 27th day of June, 2022.

Pittsburg County

Entegrity Energy Partners, LLC

By: 

By: _____

Kevin Smith
Chairman of the Board

Jack Bosch
Chief Operating Officer



**EXHIBIT A TO PROJECT DEVELOPMENT AGREEMENT
IGA SCOPE OF WORK AND DELIVERABLES**

1. Data and Information.

Collect data and background information from Owner concerning facility operation at the Expo Center and Courthouse including, but not limited to:

- a) Building square footage.
- b) Utility invoices, online account access, historical consumption and cost.
- c) Occupancy and facility usage information.
- d) Description of all energy-consuming or energy-saving equipment used on the premises.
- e) Description of energy management procedures utilized on the premises.
- f) Description of any energy-related improvements made, currently in-progress, or planned.
- g) Description of any significant changes in the structure of the facility or energy-using or water-using equipment.
- h) Description of plans regarding building modifications or equipment modifications and replacements.
- i) Construction documents of buildings and major additions including building envelope.
- j) Drawings, as available (may include mechanical, plumbing, electrical, building automation and temperature controls, structural, architectural, modifications and remodels).
- k) Original construction submittals and factory data (specifications, pump curves, etc.), as available.
- l) Operating engineer logs, maintenance work orders, etc., as available.
- m) Records of maintenance expenditures on energy-using equipment, including service contracts.
- n) Prior energy audits or studies, if any.

2. Identify Potential Measures

- a) Interview individuals with knowledge of the facility such as the facility manager, maintenance staff, subcontractors and occupants of each building regarding:
 - i. Facility operation, including energy management procedures.
 - ii. Equipment maintenance problems.
 - iii. Comfort problems and requirements.
 - iv. Equipment reliability.
 - v. Projected equipment needs.
 - vi. Occupancy and use schedules for the facility and specific equipment.
 - vii. Facility improvements – past, planned and desired.

- viii. External maintenance support
 - a) Survey major energy-using equipment, including, but not limited to, lighting (indoor and outdoor), heating and heat distribution systems, cooling systems and related equipment, automatic temperature control systems and equipment, air distribution systems and equipment, outdoor ventilation systems and equipment, exhaust systems and equipment, domestic and process water systems, hot water systems, electric motors, transmission and drive systems, special systems such as kitchen/dining equipment and swimming pools, renewable energy systems, other energy using systems, water consuming systems, such as restroom fixtures, water fountains, and irrigation systems.
 - b) Perform surveys outside of normal business hours or on weekends to confirm building system and occupancy schedules, if deemed necessary.
 - c) Develop a preliminary list of potential energy and water saving measures. Consider the following for each system:
 - i. Comfort and maintenance problems.
 - ii. Energy use, loads, proper sizing, efficiencies and hours of operation.
 - iii. Current operating condition.
 - iv. Remaining useful life.
 - v. Feasibility of system replacement.
 - vi. Hazardous materials and other environmental concerns.
 - vii. Owner's plans for equipment replacement or building renovations.
 - viii. Facility operation and maintenance procedures that could be affected.
 - ix. Capability to monitor energy performance and verify savings.

3. Base-Year Consumption.

Establish base-year consumption and reconcile with end-use consumption estimates.

- a) Establish appropriate base year consumption by examining utility bills for the past three years for electricity, gas, propane, steam, water, and any other applicable utilities. Present base year consumption in terms of energy units (kWh, kW, MMBtu, ccf, gallons, or other units used in bills), in terms of energy units per square foot, in terms of dollars, and in terms of dollars per square foot. Describe the process used to determine the base year (averaging, selecting most representative contiguous 12 months, removal of anomalies, calendar normalization, weather-normalization, or other statistical method). Consult with facility personnel to account for any anomalous schedule or operating conditions on billings that could skew the base year representation. Account for periods of time when equipment was significantly broken or malfunctioning in calculating the base year.
- b) Estimate loading, usage and/or hours of operation for all major end uses of total facility consumption including, but not limited to: lighting, heating, cooling, motors (fans, pumps, and other pertinent), plug loads, and other major energy and water using equipment. Where loading or usage are highly

uncertain (including variable loads such as cooling), use best judgment, spot measurements or short-term monitoring. Equipment run hours will not be assumed to equal the operating hours of the building(s) or facility staff estimates.

- c) Reconcile annual end-use estimated consumption with the annual base year consumption. This reconciliation shall place reasonable "real-world" limits on potential savings. Propose adjustments to the baseline for energy and water saving measures that shall be implemented in the future.

4. Preliminary Analysis.

- a) Develop a preliminary analysis of potential energy and water saving measures.
- b) List all potential opportunities, whether cost-effective or not. Consider technologies in a comprehensive approach including, but not limited to: lighting systems, heating/ventilating/air conditioning equipment and distribution systems, controls systems, building envelope, domestic and process water systems, irrigation systems, motors, kitchen equipment, pools, renewable energy systems, and other special equipment.
- c) Identify measures which appear likely to be cost effective and therefore warrant detailed analysis.
- d) For each measure, prepare a preliminary estimate of costs and savings.

5. Preliminary Meeting.

- a) If beneficial to project development, meet with Owner to present preliminary analysis. Describe potential project economic scenarios and operational systems associated with each scenario. Discuss assessment of energy use, savings potential, project opportunities, and potential for developing an energy performance contract. Discuss potential maintenance or capital avoidance savings. Develop a list of recommended measures for further analysis and request information required to thoroughly examine opportunities.

6. Savings and Cost Analysis.

- a) Analyze savings and costs for each potential energy and water saving measure and any potential maintenance or capital improvement measures.
- b) Follow the methodology of the American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE) or other nationally recognized authorities following the engineering principle(s) identified for each retrofit option.
- c) Utilize assumptions, projections and baselines which best represent the true value of future energy or operational savings. Include accurate marginal costs for each unit of savings at the time the audit is performed, documentation of material and labor cost savings, adjustments to the baseline to reflect current conditions at the facility, calculations which account for the interactive effects of the recommended measures.
- d) Use best judgment regarding the employment of instrumentation and recording durations to achieve an accurate and faithful characterization of energy use.

- e) Develop a preliminary measurement and verification plan for each measure.
- f) Follow additional guidelines for analysis and report preparation given below.
- g) If desired by Owner, include cost to provide sustainability services including education, training, certification, or consulting.

7. Audit Report

Prepare a Investment Grade Audit Report. The report provides an engineering and economic basis for negotiating a potential Energy Performance Contract between the Owner and the Contractor. The report shall include:

- a) Overview.
- b) Contact information.
- c) Brief executive summary identifying project phases, building names, total project cost, total energy and water savings, and financial summary.
- d) Summary of recommended energy and water saving measures, by building/ECM, with itemization for each measure of rebates, annual maintenance costs, the first-year cost avoidance (in dollars and energy/water units), simple payback and new equipment service life.
- e) Summary by building of annual energy and water use by fuel type and costs of existing or base year condition.
- f) Summary of annual energy and water use by fuel type and costs of existing or base year condition.
- g) Base year energy use.
- h) Description and itemization of current billing rates, including schedules and riders.
- i) Summary of all utility bills for all fuel types and water.
- j) Identification and definition of base year consumption and description of how established.
- k) Calculation of cost savings expected if all recommended measures are implemented.
- l) Description of the existing facility, mechanical and electrical systems.
- m) Summary description of measures
- n) Discussion of measures considered but deferred or omitted from the final project scope.
- o) Conclusions and recommendations.
- p) Full description of each energy and water saving measure including:
 - i. Existing conditions.
 - ii. Description of equipment to be installed and how it shall function.
 - iii. Include discussion of facility operations and maintenance procedures that shall be affected by installation/implementation.
 - iv. Present the plan for installing or implementing the recommendation.
 - v. Savings calculations.
 - vi. Base year energy use and cost.
 - vii. Post-retrofit energy use and cost.
- q) Annual savings estimates. The cost savings for all energy saving measures must be determined for each year during the contract period.

- r) Percent cost-avoidance projected.
- s) Description and calculations for any proposed rate changes.
- t) Explanation of how savings interactions between retrofit options are accounted for in calculations.
- u) Operation and maintenance savings, including detailed calculations and description. Ensure that maintenance savings are only applied in the applicable years and only during the lifetime of the particular equipment.
- v) Future capital cost avoidances, because they are not explicitly cost savings and are instead reallocated Owner capital funds, must be clearly noted and include an explanation as such for edification of the Owner.
- w) If computer simulation is used, include a short description and state key input data. If requested by Owner, access shall be provided to the program and all assumptions and inputs used, and/or printouts shall be provided of all input files and important output files and included in the Investment Grade Audit with documentation that explains how the final savings figures are derived from the simulation program output printouts.
- x) If manual calculations are employed, formulas, assumptions and key data shall be stated.

8. Post-Audit Meeting

- a) Meet with Owner to review the recommendations, savings calculations and impact of the measures on the operations of the facility. Describe how the projected project economics meet the Owner's terms for completing the Investment Grade Audit and Performance Contract Proposal. Discuss the willingness and capability of Owner to make capital contributions to the project to improve the economics of the overall project.

9. Proposal.

Prepare an Energy Performance Contract Proposal. In anticipation of Contractor and Owner entering into an Energy Performance Contract to design, install, and monitor the energy and water saving measures proposed in the Investment Grade Audit Report, Contractor shall prepare a proposal to be incorporated in an Energy Performance contract that includes the following:

- a) Project Cost is the maximum not to exceed amount Owner shall pay for the project and Contractor's services. Costs shall include: engineering, designing, procuring, installing (from Investment Grade Audit Report results); performance/payment bond costs; construction management costs; commissioning costs; maintenance costs; monitoring and verification costs; training costs; and overhead and profit.
- b) Include a List of Services that shall be provided as related to each cost.
- c) Expected term of the Energy Performance Contract.
- d) Expected utility rate forecast (escalation or decline) based on historical trends, utility provider rate forecasts, economic forces of supply and demand (global, national, local or regional), natural resource availability, technology, utility capital investment, and environmental requirements.

- e) Description of how the project shall be financed including available interest rates and financing terms, based on interest rates likely available to Owner at this time, and based on a 60-day and 90-day lock option.
- f) Explanation of how the savings shall be calculated and adjusted due to weather (such as heating and cooling degree days), occupancy or other factors. Monitoring and verification methods must be consistent with the most current version of *the International Performance Measurement and Verification Protocol (IPMVP)*
- g) Analysis of annual cash flow for Owner during the contract term.

Muskogee Communications, Inc.

1651 N. York
P.O. Box 1613
Muskogee, OK 74402

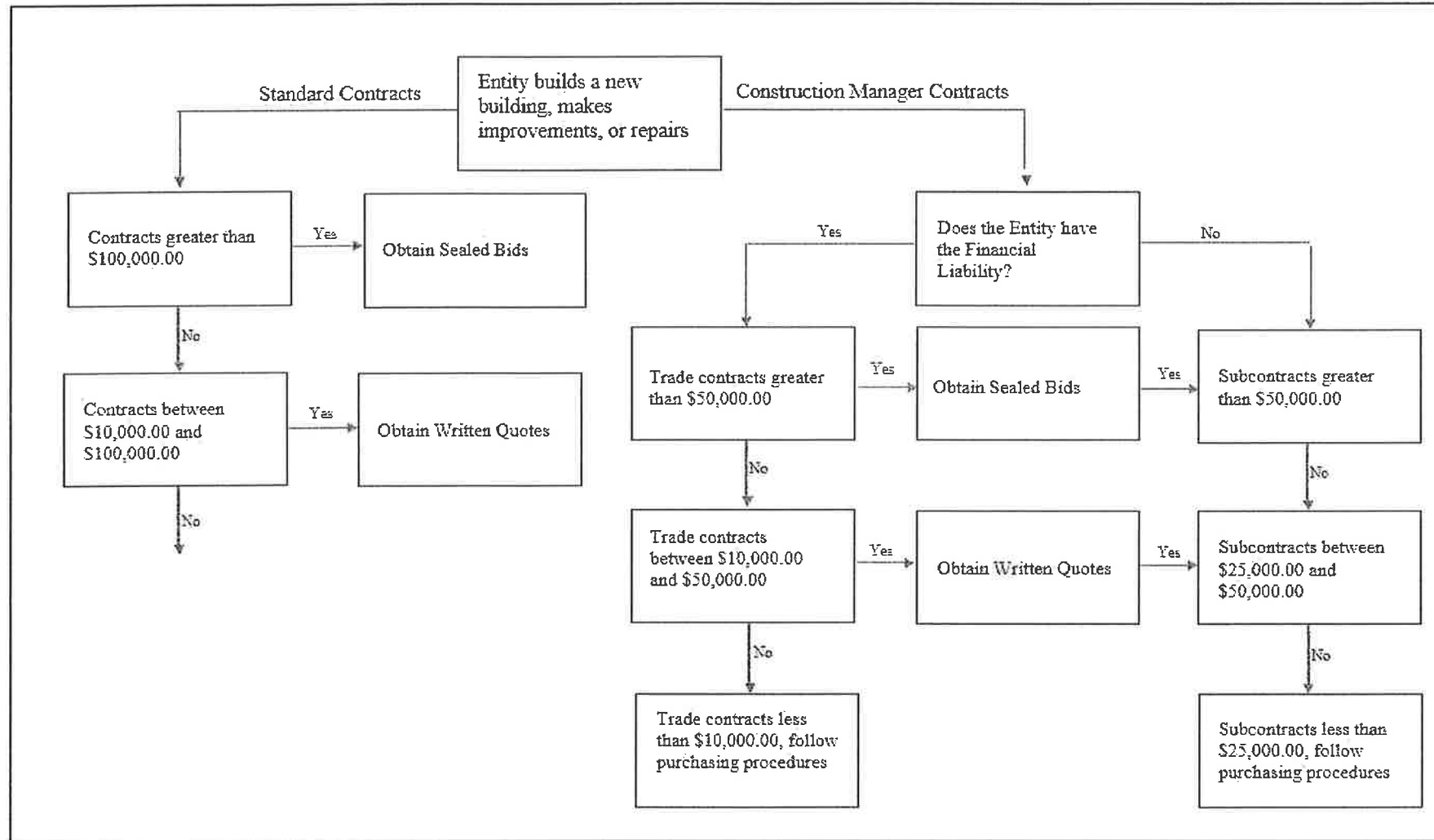
Estimate

DATE	ESTIMATE NO.
6/17/2022	2954

NAME / ADDRESS
Pittsburgh County S.O. 1210 NW St. McAlester, Ok 7450B1

DESCRIPTION	QTY	COST	TOTAL
CANADIAN SITE	1	900.00	900.00
DB224 VHF BASE STATION ANTENNA	2	1,025.00	2,050.00
WATER TANK ANTENNA MOUNT	1	50.00	50.00
ZINK ENRICHED PAINT	140	8.00	1,120.00
AV45-50 7/8" HELIAX	4	30.00	120.00
SNAPPINS	4	50.00	200.00
ROUND MEMBER ADAPTER 6-8" BAGS OF 10	4	30.00	120.00
UNIVERSAL 3 WAY SNAP IN HANGER STANDOFF			
ADAPTER	3	28.00	84.00
GROUND KITS	2	48.00	96.00
78EZNFN TYPE FEMALE CONNECTORS	1	85.00	85.00
POLYPHASER	1	685.00	685.00
7' RACK	1	6,650.00	6,650.00
SLR8000 VHF REPEATER 100 WATT	2	65.00	130.00
RF CABLELING	1	285.00	285.00
RMP515 RACK MOUNT POWER STRIP	1	200.00	200.00
GROUNDING SUPPLIES	1		
TOTAL			\$12,775.00

Public Construction Contract Diagram



Muskogee Communications, Inc.

1651 N. York
P.O. Box 1613
Muskogee, OK 74402

Estimate

DATE	ESTIMATE NO.
5/13/2022	2912

NAME / ADDRESS
Pittsburgh County S.O. 1210 NW St. MCAlester, Ok 7450B1

DESCRIPTION	QTY	COST	TOTAL
REPLACE ANTENNA SYSTEM AT QUINTON			
DB224 VHF ANTENNA	1	1,000.00	1,000.00
DB5001 ANTENNA MOUNT	1	320.00	320.00
AVA5-50 7/8" HELIAX	150	7.00	1,050.00
78EZMF CONNECTOR	2	42.00	84.00
7/8" GROUND KITS	3	30.00	90.00
7/8" HOIST GRIP	1	26.00	26.00
7/8" ANGLE ADAPTERS	4	46.00	184.00
7/8" SNAPPINS	4	26.00	104.00
TPRD1554 DUPLEXER	1	2,750.00	2,750.00
RF CABLING	2	80.00	160.00
FSJ4-50 1/2" SUPERFLEX	25	4.54	113.50
N TYPE SUPERFLEX CONNECTORS	2	28.00	56.00
POLYPHASER	1	85.00	85.00
HARDWARE AND INSTALL SUPPLIES	1	200.00	200.00
GROUNDING SUPPLIES	1	175.00	175.00
RADIO TECH TO TUNE DUPLEXER, RACK AND GROUND EQUIPMENT AND ASSIST TOWER CREW	24	125.00	3,000.00
LABOR FOR TOWER CREW	1	3,000.00	3,000.00
		TOTAL	\$12,397.50



Chris Schroder
Executive Director

429 N.E. 50th Street
Oklahoma City, OK 73105
Local: 405.524.3200
www.okacco.com

Executive Board

Russell Earls, Ottawa County
President
Jack Strain, Texas County
Vice-President
Jim Rogers, Sequoyah County
Secretary/Treasurer
Jimmy Westbrook, McCurtain County
Past President

Board of Directors

Dan Delozier, Rogers County
District 1
Kenny Payne, Muskogee County
District 2
Tony Simmons, Bryan County
District 3
Gary Starns, Pontotoc County
District 4
Zach Cavett, Payne County
District 5
Jerry Alvord, Carter County,
District 6
Wade Anders, Custer County
District 7
Marc Bolz, Garfield County
District 8

June 15th, 2022

RE: ACCO-SIG 2022-2023 Renewal Quotes

Dear ACCO-SIG Member:

Find enclosed a quotation for your property & liability coverages provided through ACCO-SIG for the 2022-2023 policy term along with a RESOLUTION and PAYMENT OPTION form.

Please scan/email the endorsed Resolution and Payment Option to dustyb@okacco.com and or fax both renewal documents to my direct fax number @ 405-576-3149. Send the ORIGINAL COPIES of both documents back to ACCO by regular mail.

The enclosed ACCO-SIG renewal documents ARE NOT INVOICES; an original premium invoice will be sent to you after both documents are returned back to ACCO.

The ACCO-SIG premium invoices will be mailed out no later than July 16th, 2022. The first premium payment will be due on July 31st, 2022 and for those members that select the two-payment option, the second payment will be due on January 31st, 2023.

If you should have any questions, please give me a call.

Sincerely,

Dusty Birdsong
Dusty Birdsong

ACCO-SIG Administrator

(405) 516-5318 Direct Line
(405) 802-9647 Cell Phone

ACCO-SIG 2022-2023 PROPERTY & LIABILITY QUOTE FOR Pittsburg County

PROPERTY/LIABILITY DEDUCTIBLE	25,000
DEDUCTIBLE FUND ACCOUNT	\$ 75,000
LIABILITY PREMIUM	\$ 104,261
PROPERTY PREMIUM	\$ 188,063
TOTAL OUTLAY	\$ 367,324

OPTION #2 PAYMENT WILL INCREASE THE BOTTOM LINE BY \$ 4,385

1ST PAYMENT = \$183,662

2ND PAYMENT = \$188,047

Liability Premium increased 15% due to 7 year law enforcement loss history

Additional deductible funding was necessary due to claim activity

**RESOLUTION TO EXECUTE THE AGREEMENT ESTABLISHING THE ASSOCIATION OF
COUNTY COMMISSIONERS OF OKLAHOMA**

SELF-INSURED GROUP

Be it remembered that on the _____ day of _____, 2022, at a regular meeting of the Board of County Commissioners of PITTSBURG County ("County"), the following RESOLUTION was presented, read and adopted:

RESOLUTION

WHEREAS, the Interlocal Cooperation Act of the Oklahoma Statutes enables county governments to cooperate with each other to make the most efficient use of their powers and resources on a basis of mutual advantage; and

WHEREAS, the Association of County Commissioners of Oklahoma Self-Insured Group ("ACCO-SIG") was created by its member counties *via* an Interlocal Agreement pursuant to the specific terms of 51 O.S. § 169 of The Governmental Tort Claims Act for the purpose of establishing a self-insured governmental risk pool for Oklahoma counties; and

WHEREAS, ACCO-SIG is an agency and/or instrumentality of its member counties and is neither an insurance company nor subject to Oklahoma's laws governing and/or regulating insurance companies (*i.e.*, Title 36); and

WHEREAS, the County, on behalf of itself, its agencies and its employees, desires to become a member of ACCO-SIG for the purpose of securing self-insurance and all services related thereto, including, but not limited to, risk management, loss prevention, claims adjustment, general advice and counsel; and

WHEREAS, the County finds that joining ACCO-SIG's membership is the best and most efficient way of securing these services.

THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County, that the County joins with other Oklahoma counties in creating the Association of County Commissioners of Oklahoma Self-Insured Group; and

BE IT FURTHER RESOLVED THAT the County hereby agrees: (1) to become a party to the Interlocal Agreement establishing ACCO-SIG (as revised and amended from time to time), and (2) to be subject to all documents governing ACCO-SIG (as revised and amended from time to time) for the purposes and in consideration of the mutual covenants contained herein; and

BE IT FINALLY RESOLVED THAT, by adoption and signing of this RESOLUTION, the County hereby executes the Interlocal Agreement establishing ACCO-SIG, and the County agrees to be bound by the provisions and terms of the Interlocal Agreement and the documents governing ACCO-SIG.

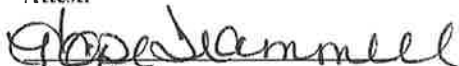
BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY

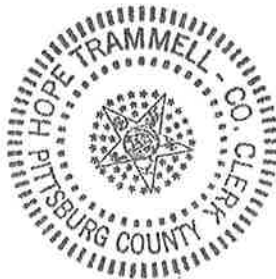
Chairman

Member

Member

Attest:


County Clerk





TRANE

Trane U.S. Inc.
3600 Pammel Creek Road
La Crosse, WI 54601-7599
United States

Invoice

Invoice Number **312704595**

For questions please contact:

Oklahoma City TCS SO, OK
Tel: 405-943-6800
Fax: 405-789-5681

Remit Payment To

Trane U.S. Inc.
P. O. Box 845053
DALLAS, TX 75284-5053

Invoice Date **15-JUN-2022**
Customer No. **726304**
Reference No. **L250148**
Internal Account **4158426**
Payment Terms **.5%10 NET30**
Payment Due Date **15-Jul-2022**
Discount Date **25-Jun-2022**

Bill To

PITTSBURG COUNTY SHERIFFS OFFICE
115 E CARL ALBERT PARKWAY
MCALESTER, OK 74501
UNITED STATES

Customer Tax ID

Inco Terms	
Supply Location	Oklahoma City TCS SO, OK
Shipping Method	
Tracking No.	
Freight Terms	
Bill of Lading	

Sold To

PITTSBURG COUNTY SHERIFFS OFFI
115 E CARL ALBERT PARKWAY
MCALESTER, OK 74501
UNITED STATES

Ship To

115 E CARL ALBERT PARKWAY
MCALESTER, OK 74501

<https://www.tranetechnologies.com/customer>

CERTifyTax - for submittal of tax exemption certificates.

iReceivables - access invoice copies, account balances & make payments.

829682383

Tax/GST ID: 25-0900465 PST/QST ID:	State Tax: 0.00 0.0000% OK	County Tax: 0.00 0.0000% PITTSBURG	City Tax: 0.00 0.0000% MCALESTER	District Tax: 0.00 0.0000%
---------------------------------------	-------------------------------	---------------------------------------	-------------------------------------	----------------------------

Currency	Subtotal	Special Charges	Tax	Freight	Total
USD	12355.00	0.00	0.00	0.00	12355.00

Special Instructions	Pittsburg County Jail
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Contract No.	Contract Date	Ship Date	Purchase Order
CID00097752	27-DEC-2021	30-JUN-2022	Signed Proposal

Application No. 05 for work completed thru 30-JUN-2022

- | | | | |
|---------------------------------|--------------|--|---------------|
| 1. ORIGINAL CONTRACT SUM: | \$280,629.00 | 4. TOTAL COMPLETED & STORED TO DATE: | \$56,850.00 |
| 2. NET CHANGE BY CHANGE ORDERS: | \$0.00 | a. Percentage Completed: | <u>20.26%</u> |
| 3. CONTRACT SUM TO DATE: | \$280,629.00 | 5. RETAINAGE: | |
| | | a. <u>0.00%</u> of Completed Work: | \$0.00 |
| | | b. <u>0.00%</u> of Stored Material: | \$0.00 |
| | | Total Retainage: | \$0.00 |
| | | 6. TOTAL EARNED LESS RETAINAGE: | \$56,850.00 |
| | | 7. LESS PREVIOUS REQUESTS FOR PAYMENT: | \$44,495.00 |

Sections Included: Summary Sheet and Detail Sheet(s)

- | | |
|---|--------------------|
| 8. CURRENT PROJECT PAYMENT DUE: | \$12,355.00 |
| (Before Applicable Sales Taxes) | |
| 9. Applicable Sales Taxes: | \$0.00 |
| 10. Amount Due This Requisition: | \$12,355.00 |
| Currency: USD | |

PLEASE REFERENCE NUMBER 312704595 WITH YOUR PAYMENT

APPLICATION AND CERTIFICATION FOR PAYMENT (SUMMARY SHEET)

Invoice: 312704595

To: PITTSBURG COUNTY SHERIFFS OFFICE CONTRACT NAME: PITTSBURG COUNTY JAIL

APPLICATION NO: 05
 APPLICATION DATE: 15-JUN-2022
 PERIOD TO: 30-JUN-2022
 CUST PO NO: Signed Proposal

From: Trane
 305 HUDIBURG CIRCLE
 OKLAHOMA CITY, OK 73108

CONTRACT LOCATION: 115 E CARL ALBERT PARKWAY
 MCALESTER, OK 74501

CONTRACT DATE: 27-DEC-2021
 CONTRACT NO: CID00097752

APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

The undersigned Company Certifies that to the best of the Company's knowledge, information and belief, the work covered by this Application For Payment has been completed in accordance with the Contract Documents, and that current payment shown herein is now due

- 1 ORIGINAL CONTRACT SUM: \$280,629.00
- 2 NET CHANGE BY CHANGE ORDERS: \$0.00
- 3 CONTRACT SUM TO DATE (Line 1 +/- 2) \$280,629.00
- 4 TOTAL COMPLETED & STORED TO DATE: \$56,850.00
 (Column G on Detail Sheet)
- 5 RETAINAGE: \$0.00
 a. 0.00% of Completed Work: \$0.00
 (Columns D + E on Detail Sheet)
 b. 0.00% of Stored Material: \$0.00
 (Column F on Detail Sheet)
 Total Retainage: \$0.00
 (Line 5a+5b or Total in Column I of Detail Sheet)
- 6 TOTAL EARNED LESS RETAINAGE: \$56,850.00
 (Line 4 less Line 5 Total)
- 7 LESS PREVIOUS CERTIFICATES FOR PAYMENT: \$44,495.00
 (Line 6 from prior Certificate)
- 8 CURRENT PAYMENT DUE: \$12,355.00
 (Before Applicable Sales Taxes)
- 9 BALANCE TO FINISH, INCLUDING RETAINAGE: \$223,779.00
 (Line 3 less line 6)

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the undersigned company Certifies that to the best of their knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the company indicated above is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$12,355.00

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGE BY CHANGE ORDERS:	\$0.00	

CERTIFIER: BY:  Date: _____

ACCEPTANCE: BY:  Date: 6-27-2022

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

DETAIL SHEET

Invoice: 312704595

Signed Proposal
27-DEC-2021
CID00097752

CUST PO NO:
CONTRACT DATE:
CONTRACT NO:

05
15-JUN-2022
30-JUN-2022

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:

APPLICATION AND CERTIFICATE FOR PAYMENT,
Containing Certification is attached

829682383

A No.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D +E)						
1	HVAC	141,000.00	0.00	0.00	0.00	0.00	0.00	141,000.00	0.00
2	Engineering a Submittals	7,955.00	2,270.00	0.00	0.00	0.00	2,270.00	5,685.00	0.00
3	Controls Installation Labor	79,024.00	9,580.00	0.00	0.00	0.00	9,580.00	69,444.00	0.00
4	Controls Material	52,650.00	32,645.00	12,355.00	0.00	0.00	45,000.00	7,650.00	0.00
TOTAL		280,629.00	44,495.00	12,355.00	0.00	56,850.00	20.26%	223,779.00	0.00

COUNTY DEED
PROPERTY ACQUIRED AT RE-SALE

KNOW ALL MEN BY THESE PRESENTS, THAT

Whereas, Pittsburg County, State of Oklahoma, acquired title to the hereinafter described tract, parcel, or lot of land for delinquent taxes, interest, penalties, and costs in full compliance with and by operation of the assessment, levy, sale, and re-sale laws of the State of Oklahoma; and

Whereas, **SMALLWOOD FAMILY TRUST** did on the **20** day of **MAY 2022**, make to the County Treasurer of said County an offer to purchase from the County the tract, parcel or lot of land hereinafter described; and

Whereas, the County Treasurer caused notice of said offer to be given by publication once a week for three consecutive weeks preceding the sale in the McAlester News Capital newspaper, published at McAlester, Oklahoma, which notice embraced a description of the property, the amount bid therefor in addition to all costs, the name of the bidder, a statement that the sale of the property so listed would be made at such price and to such bidder unless higher bids were received on the date specified in said notice and that the terms of sale were strictly for cash in hand, subject to the approval of the Board of County Commissioners; and

Whereas, the County Treasurer, at her office in the Court House in Pittsburg County, Oklahoma on the **17** day of **JUNE 2022**, The same being the date stated in the foregoing notice, did announce that the hereinafter tract, lot or parcel of land was about to be sold and would be sold to the highest competitive bidder, and thereafter, upon due consideration of the original bid offered and advertised and all other bids offered on the day of above mentioned, ascertained officially that

SMALLWOOD FAMILY TRUST
3006 BACON RD
MUSKOGEE, OK 74403

Had offered the highest competitive bid, and did declare the sale made; and transmitted to the Board of County Commissioners a transcript of the proceedings relating to said sale.

Thereafter, the Board of County Commissioners of the aforesaid County and State, being in legal meeting at the Court House in said Pittsburg County, Oklahoma, on the **17** day **JUNE 2022**, and having before it the transcript of proceedings of the County Treasurer in the sale of the hereinafter described tract, parcel, or lot of land as aforesaid, upon due consideration found said proceedings to be according to law, that said had in fact made the highest competitive bid therefor and had made full tender in cash in hand for the amount bid and in addition the separate and additional charges accrued by reason of costs of said sale, that said sale should be approved; and then did, by order, duly made and entered on its records, approve said sale and directed its Chairman to execute a deed for the same to the grantee, herein.

Now, THEREFORE, this indenture, made this **17** day of **JUNE 2022** between Pittsburg County, State of Oklahoma, by **KEVIN SMITH**, the Chairman of the Board of County Commissioners of said County, of the First Part, and the said **SMALLWOOD FAMILY TRUST** of the Second Part.

WITNESSETH, That the said Party of the First Part for and in consideration of the premises, and the sum of **\$1000.00**

Dollars in hand paid, the receipt whereof is hereby acknowledged hath granted, bargained, and sold, and by these presents doth grant, bargain, sell and convey to the said Party of the Second Part, his heirs and assigns forever, the tract, parcel or lot of land mentioned in said notice of sale and described as follows, to wit:

N 40' LOT 4 BLK 513 SO MCALESTER & W 120' OF ALLEY

In the County of Pittsburg, State of Oklahoma.

TO HAVE AND TO HOLD said described tract, parcel, or lot of land with the appurtenances thereunto belonging, to said Party of the Second Part, his heirs and assigns forever, in as full and ample manner as the County is empowered by law to sell the same.

IN TESTIMONY WHEREOF, the said **KEVIN SMITH** Chairman of the Board of County Commissioners of said County of **Pittsburg**, Oklahoma, has hereunto set his hand on the day and year aforesaid.



Chairman, Board of County Commissioners
Pittsburg County, State of Oklahoma

ACKNOWLEDGMENT

STATE OF OKLAHOMA
County of Pittsburg

Before me, Hope Trammell, the County Clerk in and for said County and State, on this the 27th day of June 2022, personally appeared **KEVIN SMITH** known to be the duly qualified acting Chairman of the Board of County Commissioners of Pittsburg County, State of Oklahoma, and the identical person who executed the above and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed as such Chairman of said Board and as the free and voluntary act and deed of Pittsburg County, State of Oklahoma, for the uses and purposes therein set forth.

WITNESS my hand and seal the date and year last above mentioned
(seal)





County Clerk of Pittsburg County, State of Oklahoma

COUNTY TREASURER'S TRANSCRIPT OF PROCEEDINGS
ON SALE OF COUNTY PROPERTY ACQUIRED AT RESALE FOR
APPROVAL OF THE BOARD OF COUNTY COMMISSIONERS

To the Honorable Board of County Commissioners, Pittsburg County, State of Oklahoma:

I, Jennifer Lenox-Hackler, the undersigned County Treasurer, herewith tender my report of sale to Pittsburg Board of County Commissioners of the following described tract, parcel or lot of land, situated within said County and State, and hitherto acquired by the County at Resale, to-wit:

N 40' LOT 4 BLK 513 SO MCALESTER & W 120' OF ALLEY

The proceedings had thus far toward consummation of said sale have been as follows:

On **MAY 20, 2022** an offer was made by **SMALLWOOD FAMILY TRUST**
to purchase the above described property from the County for the sum of \$1000.00

- 1. _____ to purchase the above described property from the County for the sum of \$1000.00
- 2. On receipt of said bid, I caused notice to be given by publication in the **McAlester News Capital Newspaper, published at McAlester, OK**, within said County and State, which notice was published once a week for three consecutive weeks preceding the sale, as follows:
 - 1. **MAY 26, 2022**
 - 2. **JUNE 2, 2022**
 - 3. **JUNE 9, 2022**

a copy of which notice and proof of publication is hereto attached disclosing the foregoing description of the property, the amount bid therefore in addition to all costs, the name of bidder, the date set for the proposed sale, a statement that said property would be sold at such price and to such bidder on the date specified, subject to approval by the Board of County Commissioners, unless higher bids were received on such date, and that the terms of sale were strictly for cash in hand.

- 3. On the **17 day of JUNE 2022**, the same being the date specified in said notice, I announced that the foregoing described property was about to be sold and would be sold to the highest competitive bidder for cash in hand or to the original bidder if there be no higher price offered, whereupon, including the bid and bidder named in the published notice, the following bids were submitted:
 - (a) By #1 **SMALLWOOD FAMILY TRUST** for the sum of \$ **1000.00**
 - (b) By # _____ for the sum of \$ _____
 - (c) By # _____ for the sum of \$ _____
 - (d) By # _____ for the sum of \$ _____
 - (e) By # _____ for the sum of \$ _____
- 4. No further bids being offered, it was ascertained that:
 - (a) #1 **SMALLWOOD FAMILY TRUST** had offered the highest competitive bid.
 - (b) that the highest competitive bid was in the sum of \$ **1000.00**
 - (c) that the additional and separate charge for apportioned cost was \$ **96.58**
 - (d) that the total to be paid, including deed, was the sum of \$ **1114.58**

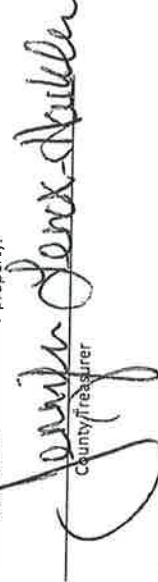
5. Receipt is hereby acknowledged from the sum of \$ **1114.58**
ONE THOUSAND ONE HUNDRED FOURTEEN & .58/100 the same being tender in full of the foregoing total bid and apportioned costs, and the same has been deposited in the County Treasurer's Depository Account pending approval of sale and issuance of deed.

6. Sale of the foregoing described property was declared made to **SMALLWOOD FAMILY TRUST** the foregoing highest bidder subject to approval of the Board of County Commissioners, at its discretion.

NOW, THEREFORE, I respectfully present this transcript of proceedings, attached to all papers, bids, and proofs relating to said sale for your approval of the sale herein made, and for your order directing the Chairman of your Board to consummate said sale by executing a deed conveying the above described property in as full and complete a manner as the County is empowered to do, to the person hereinbefore named as the highest competitive bidder for said property.

Signed at McAlester, Oklahoma, this **17** day of **JUNE 2022**

(Seal)


County Treasurer

ORDER OF BOARD OF COUNTY COMMISSIONERS RELATING
TO SALE OF COUNTY PROPERTY ACQUIRED AT RESALE

WHEREAS, the County Treasurer has presented to this Board the foregoing transcript of all his proceedings in said sale, with all papers and proofs relating to said sale, for the approval of this Board of County Commissioners, and This Board of County Commissioners being convened in the office of the County Clerk of said County and State on the date hereinafter set forth,
WE HAVE CAREFULLY EXAMINED said transcript and proceedings, and find:

1. That,

THEREFORE, so finding, the Board of County Commissioners of Pittsburg County, State of Oklahoma, does hereby order and direct that the Forgoing sale be _____ approved; and the Chairman of said Board of County Commissioner is hereby ordered and directed: to EXECUTE A DEED conveying the foregoing described property to

Smallwood Family Trust

In as full and complete a manner as the County is authorized to convey it; and the County Treasurer is ordered and directed upon the execution of said Deed to pay into the proper funds and accounts the monies heretofore received by him in consideration thereof

Done at **McAlester**, Oklahoma, this **17** day of **June 2022**

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF
Pittsburg County, State of Oklahoma

 Chairman

 Member

 Member

NO _____
Report and Approval

of
Sale
of
COUNTY PROPERTY
ACQUIRED AT RESALE

SOLD TO

**Smallwood Family
Trust**

STATE OF OKLAHOMA

County of Pittsburg

Filed in the Office of County Clerk for record

this _____ day of _____ A. D., 20

_____ o'clock _____ m., and

recorded in Book _____ Page _____

County Clerk

Deputy

(SEAL) ATTEST

County Clerk

JENNIFER LENOX-HACKLER, County Treasurer

DEPUTIES

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

DEPUTIES

CINDY COOK
SUSAN PATTERSON
TAMMY ROBERTS
BLANCA GARNER

BROOKE OLIVER
CASSANDRA MATHIS
SUMMER ROGERS

6-17-22

22-313
COMMISSIONERS SALE
MINUTES

N 40' LOT 4 BLK 513 SO MCALESTER & W 120' OF ALLEY

THE SALE STARTED AT 9:00 A.M. WITH GARY SMALLWOOD FOR SMALLWOOD FAMILY TRUST ATTENDING. THE SALE WAS CLOSED AT 9:05 A.M. WITH THE PROPERTY GOING TO SMALLWOOD FAMILY TRUST AS THE ONLY BIDDER.

THANK YOU,



JENNIFER LENOX-HACKLER

JENNIFER LENOX-HACKLER, County Treasurer

DEPUTIES

PITTSBURG COUNTY

DEPUTIES

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

CINDY COOK
SUSAN PATTERSON
TAMMY ROBERTS
BLANCA GARNER

BROOKE OLIVER
CASSANDRA MATHIS
SUMMER ROGERS

6-17-22

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY
MCALESTER, OK 74501

22-213

RESOLUTION FOR COUNTY COMMISSIONERS SALE

THE COUNTY ACQUIRED: SEE EXHIBIT "A" BELOW, THROUGH A RESALE PROPERTY DEED. THIS LETTER IS A REQUEST TO DECLARE THIS PROPERTY SURPLUS PROPERTY, AND APPROVE THE COMMISSIONERS SALE HELD JUNE 17, 2022. THIS PROPERTY WAS BID ON AT THE SALE HELD JUNE 17, 2022. THE SALE WAS ADVERTISED IN THE NEWSPAPER THE REQUIRED LENGTH OF TIME AND SOLD TO THE HIGHEST BIDDER. ATTACHED YOU WILL FIND A TRANSCRIPT OF THE PROCEEDINGS OF THE SALE.


EXHIBIT "A"

N 40' LOT 4 BLK 513 SO MCALESTER & W 120' OF ALLEY

THANK YOU


JENNIFER LENOX-HACKLER
COUNTY TREASURER

THEREFORE, THE BOARD OF COUNTY COMMISSIONERS DO HEREBY DECLARE THE ABOVE LISTED PROPERTY TO BE SURPLUS, SOLD AT PUBLIC AUCTION, AS STATED ABOVE.


CHAIRMAN

ATTEST:


MEMBER




COUNTY CLERK

McAlester/Pittsburg County Emergency Management

*705 EOC Drive
McAlester, Ok. 74501
Office- 918 423 5655
Fax- 918 423 2677*

May 25, 2022

City of McAlester
PO Box 578
McAlester, OK 74502

Mayor, City Council Members, City Manager and all this may concern

Once again, the year has been full of challenges for all of us. Even though COVID is still present, the wide spread dangers have lessened, and we seem to be gaining some sense of normal.

Our office is now working with FEMA to get your claims in and paid for not only COVID, but for DR 4587 which was the Winter Weather/Freezing temperatures of 2021. We are hopeful that all of these will be finished and paid within the next few months.

The Pittsburg County Hazard Mitigation Plan (which includes the City of McAlester) has been approved and adopted by you. This opens avenues for grants for the city and the schools.

As in years past, we have enjoyed the working relationship we have with all of you. It has been a pleasure to work with Mr. Stasiak, Police Chief Kevin Hearod, Fire Chief Brett Brewer, Assistant Fire Chief Benny Brooks, and all of the staff at the City of McAlester to solve problems as they arise.

At this time we request \$50,000 for Emergency Management services for the upcoming year. We look forward to working with you all once again. If you have any questions or concerns, please do not hesitate to call me at any time.

Regards,



Kevin Enloe
Director

**CITY COUNTY AGREEMENT FOR A JOINT CIVIL DEFENSE/EMERGENCY
MANAGEMENT ADMINISTRATION**

**THIS AGREEMENT MADE AND ENTERED INTO THIS _____ DAY OF _____,
2022, BY AND BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF PITTSBURG
COUNTY OF OKLAHOMA, HEREINAFTER CALLED COUNTY, AND MCALESTER,
OKLAHOMA, HEREINAFTER CALLED CITY.**

**WHEREAS,
THE LEGISLATURE HAS PASSED AN ACT KNOWN AS THE OKLAHOMA CIVIL DEFENSE
ACT OF 1957 AS AMENDED BY SENATE BILL 212 OF THE 17TH LEGISLATURE,
AUTHORIZING COOPERATION BETWEEN CITY, COUNTY, STATE AND FEDERAL
GOVERNMENTS TO CARRY OUT THE OBJECTIVES AND PURPOSE OF AN EMERGENCY
MANAGEMENT PROGRAM, AND**

**WHEREAS,
THE SAME ACTS AUTHORIZE THE CITY AND COUNTY TO APPROPRIATE FUNDS FOR
EMERGENCY MANAGEMENT AND DISASTER PURPOSES,**

**NOW,
THEREFORE, BE IT AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

**I.
VALIDATION
THAT THE EXISTING JOINT EMERGENCY MANAGEMENT ADMINISTRATION BE
EXTENDED AND RECOGNIZED TO BE THE JOINT EFFORT OF THE CITY AND COUNTY.**

**II.
EXPENSES
THE PARTIES HERETO WILL SHARE IN THE EXPENSES OF CARRYING ON A
COMPREHENSIVE EMERGENCY MANAGEMENT PROGRAM INCLUDING AND
EXTENDING BEYOND THE INITIAL CONTRACT AND AGREE TO PROVIDE IN THE
BUDGETS OF EACH SUFFICIENT FUNDS WITH WHICH TO CARRY OUT THIS PROGRAM
OF EMERGENCY MANAGEMENT FOR CITY AND COUNTY AND ANY ADJACENT AREAS
DEEMED NECESSARY.**

**III.
THE DIRECTOR IS INSTRUCTED TO CARRY OUT PLANS WITH THE STATE OFFICE OF
EMERGENCY MANAGEMENT IN COOPERATING WITH THE FEDERAL GOVERNMENT
AND TO MAKE AVAILABLE TO THE CITY AND COUNTY PROGRAM THE BENEFITS OF PL
85-606.**

**IV.
FINANCIAL TRANSACTIONS
RECEIPT AND EXPENDITURE OF ALL FUNDS WILL BE HANDLED IN CONFORMITY
WITH THE FINANCIAL PLAN FOR THE COUNTY/CITY EMERGENCY MANAGEMENT
ORGANIZATION, IN ACCORDANCE WITH APPLICABLE STATE AND FEDERAL LAWS,
RULES AND REGULATIONS.**

**BUDGETS
THE EMERGENCY MANAGEMENT ADMINISTRATION SHALL, PRIOR TO THE
BEGINNING OF EACH FISCAL YEAR, SUBMIT TO THE CITY AND THE COUNTY THE
PROSPECTIVE BUDGET FOR ITS OPERATION FOR THE COMING YEAR.**

The City of McAlester shall compensate McAlester/Pittsburg County Emergency


Management in the amount of \$50,000 for the fiscal year 2022/2023, beginning July 1, 2022 ending June 30, 2023. The Emergency Operation Center's (EOC) support and special staff members, who have skills and training in areas needed to provide a total response to an emergency, may assist the City of McAlester's emergency service coordinators in the accomplishment of their duties, perform functions within the EOC to enhance efficiency, or perform critical tasks outside the scope of government departments. Additionally, any Management Costs (Category Z) reimbursed by FEMA for the cost of making FEMA claims for the City of McAlester shall be reimbursed to Pittsburg County Emergency Management.

TASK ASSIGNMENTS AND RESPONSIBILITIES


1. **EMERGENCY MANAGEMENT DIRECTOR** is responsible for:

- A. Coordination of all phases of emergency management.
- B. EOC communication capability.
- C. Public information and education.
- D. EOC operation.
- E. Comprehensive emergency management planning.
- F. EOC staff training.
- G. Warning system planning.
- H. Damage assessment training.

WITNESS OUR HANDS THIS DAY AND YEAR FIRST ABOVE WRITTEN.



Kevin Smith
Chairman, Bd of County
Commissioners



John Browne
Mayor

Attest:

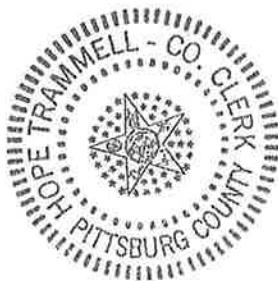
Attest:



Hope Trammell
County Clerk



Cora Middleton
City Clerk





JE Systems, Inc.
P.O. Box 6246

Fort Smith, AR 72906

Corporate: (479)783-2756 Fax: (479)782-2800

Proposal

Customer #	Date	Proposal #
PC4198	6/22/2022	960023

Service Type : 20 INSP UC

Page # : 1

Proposal To:	
PITTSBURG COUNTY COURTHOUSE 115 E CARL ALBERT	
MCALESTER (918)423-4934	OK 74501 Fax: (918)423-7304

Service Address	
PITTSBURG COUNTY 115 E CARL ALBERT PKWY, RM 100 **PO REQUIRED** MCALESTER OK 74501	

Contact	Valid upto	Salesperson 1	Salesperson 2	Service Location
SANDRA CRENSHAW	7/22/2022	CLAYE CARTER		PITTSBURG COUNTY COURTHOUSE 2022 FA II

Directions:

--

Work to be performed:

ARK CONTRACTORS LIC. # 0142850306 ARK. STATE FIRE ALARM LIC. # E03-81
 OK STATE FIRE ALARM LIC #882

WE PROPOSE TO TEST AND INSPECT THE FOLLOWING:
 2022 ANNUAL FIRE ALARM TEST AND INSPECTION
 PITTSBURG COUNTY COURTHOUSE
 115 EAST CARL ALBERT PKWY
 MCALESTER OKLAHOMA, 74501

INSPECTION AND TESTING WILL BE PERFORMED IN ACCORDANCE WITH NFPA 72 TESTING METHODS.

*INSPECTION WILL BE SCHEDULED IN ADVANCE BY J.E. SYSTEMS. WHEN THE DATE/TIME ARE AGREED UPON, PLEASE MAKE SURE A REPRESENTATIVE FROM YOUR COMPANY IS AVAILABLE TO GRANT ACCESS TO ALL AREAS OF THE BUILDING(S) TO BE INSPECTED.

IF ANY OF THE DEVICES TO BE TESTED/INSPECTED ARE OUT OF REASONABLE REACH USING COMMON LADDERS (INCLUDING ELEVATOR SHAFTS, CONFINED SPACES, ETC.), YOUR COMPANY WILL BE RESPONSIBLE FOR PROVIDING SAFE ACCESS TO THESE DEVICES UNLESS SPECIFICALLY NOTED.*

THIS QUOTE PROVIDES ANNUAL TESTING AND INSPECTIONS ONLY FOR THE ABOVE LISTED SYSTEMS AND/OR EQUIPMENT (NO SENSITIVITY, SEMI-ANNUAL OR QUARTERLY INSPECTIONS ARE INCLUDED UNLESS SPECIFICALLY LISTED ABOVE). NO PARTS OR LABOR FOR DEFICIENCY REPAIR/REPLACEMENT ARE INLCLUDED IN THIS QUOTE UNLESS SPECIFICALLY LISTED ABOVE.

BILLING IS TO BE ON A PROGRESSIVE PERCENTAGE BASIS. PAYMENT FOR EQUIPMENT AND SERVICES DELIVERED AND BILLED BY THE 25TH OF ANY MONTH WILL BE DUE AND PAYABLE, IN OUR OFFICE, BY THE 15TH OF THE FOLLOWING MONTH.

WE ARE A NON UNION COMPANY. OUR QUOTATION IS FIRM FOR 30 DAYS FROM THE DATE OF THIS PROPOSAL, AFTER WHICH IT WILL BE SUBJECT TO REVIEW.

REGULATED BY: ARKANSAS BOARD OF PRIVATE INVESTIGATORS AND PRIVATE
 SECURITY AGENCIES
 #1 STATE POLICE PLAZA DRIVE
 LITTLE ROCK, AR. 72209 (501) 618-8600

ANIMAL SHELTER
"TENTATIVE" BUDGET

1ST HALF - FISCAL YEAR 2022-2023

<u>ACCOUNT NAME</u>	<u>ACCOUNT#</u>	<u>AMOUNT BUDGETED</u>
PERSONAL SERVICES (AS-1A)	1316-1-8020-1110	\$ 204,803.84
HEALTH INSURANCE	1316-1-8020-1222	\$ 35,359.74
TRAVEL (AS-1B)	1316-1-8020-1310	\$ 100.00
MAINTENANCE & OPERATIONS (AS-MO)	1316-1-8020-2005	\$ 80,000.00
CAPITAL OUTLAY (AS-3)	1316-1-8020-4110	\$ 5,000.00
PROPERTY INSURANCE (AS-5)	1316-1-8020-2065	\$ 5,750.00
WORKERS COMP (AS-6)	1316-1-8020-1234	\$ 2,000.00
UNEMPLOYMENT (AS-7)	1316-1-8020-1233	\$ 1,200.00
TOTAL "TENTATIVE" BUDGET FY 2023		\$ 334,213.58

We, the Board of County Commissioners, Pittsburg County, do hereby approve the Account Names, Account Numbers and Amounts Budgeted as the Animal Shelter "Tentative" Budget for the First Half of Fiscal Year of 2022-2023.

Passed and Adopted this 27th day of June, 2022.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

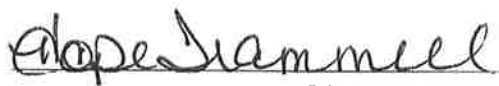

CHAIRMAN


VICE-CHAIRMAN


MEMBER

ATTEST:




COUNTY CLERK

ANIMAL SHELTER
"TENTATIVE" BUDGET

1ST HALF - FISCAL YEAR 2021-2022

<u>ACCOUNT NAME</u>	<u>ACCOUNT#</u>	<u>AMOUNT BUDGETED</u>
PERSONAL SERVICES (AS-1A)	1316-1-8020-1110	\$ 182,341.69
HEALTH INSURANCE	1316-1-8020-1222	\$ 31,142.40
TRAVEL (AS-1B)	1316-1-8020-1310	\$ 100.00
MAINTENANCE & OPERATIONS (AS-MO)	1316-1-8020-2005	\$ 72,000.00
CAPITAL OUTLAY (AS-3)	1316-1-8020-4110	\$ 10,000.00
PROPERTY INSURANCE (AS-5)	1316-1-8020-2065	\$ 5,500.00
WORKERS COMP (AS-6)	1316-1-8020-1234	\$ 2,500.00
UNEMPLOYMENT (AS-7)	1316-1-8020-1233	\$ 1,000.00
TOTAL "TENTATIVE" BUDGET FY 2020		\$ 304,584.09

We, the Board of County Commissioners, Pittsburg County, do hereby approve the Account Names, Account Numbers and Amounts Budgeted as the Animal Shelter "Tentative" Budget for the First Half of Fiscal Year of 2021-2022.

Passed and Adopted this 28th day of June, 2021.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

CHAIRMAN

ATTEST:

VICE-CHAIRMAN

MEMBER

COUNTY CLERK

JAIL-MO
"TENTATIVE" BUDGET


FIRST HALF OF FISCAL YEAR 2022-2023

<u>ACCOUNT NAME</u>	<u>ACCOUNT#</u>	<u>AMOUNT BUDGETED</u>
PERSONAL SERVICES	1315-2-8034-1110	\$ 387,663.23
PERSONAL SERVICES - MAINTENANCE	1315-2-8033-1110	\$ 20,182.46
TRAVEL	1315-2-8034-1310	\$
MAINTENANCE & OPERATIONS	1315-2-8034-2005	\$ 80,000.00
INMATE GROCERIES	1315-2-8034-2012	\$ 30,000.00
CAPITAL OUTLAY	1315-2-8034-4110	\$ 5,000.00
INMATE MEDICAL	1315-2-8034-2011	\$ 13,500.00
PROPERTY INSURANCE	1315-2-8034-2065	\$ 7,500.00
WORKERS COMP	1315-2-8034-1234	\$ 16,500.00
HEALTH INSURANCE	1315-2-8034-1222	\$ 82,506.06
RETIREMENT	1315-2-8034-1221	\$ 61,998.75
UNEMPLOYMENT	1315-2-8034-1233	\$ 3,500.00
TOTAL "TENTATIVE" BUDGET FY 2023		\$ 708,350.50

We, the Board of County Commissioners, Pittsburg County, do hereby approve the Account Names, Account Numbers and Amounts Budgeted as the Jail M&O "Tentative" Budget for the First Half of Fiscal Year of 2022-2023.

Passed and Adopted this 27th day of June, 2022.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

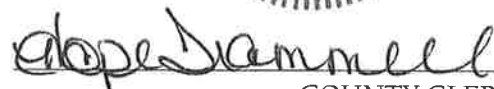

CHAIRMAN


VICE-CHAIRMAN


MEMBER

ATTEST:




COUNTY CLERK

JAIL-MO
"TENTATIVE" BUDGET

PERSONAL SERVICES BREAKDOWN - JAIL-1A

		6 months budget
2 EMPLOYEE @ \$3300.00/MONTH	\$79,200.00	\$39,600.00
3 EMPLOYEES @ \$3,025.00/MONTH	\$108,900.00	\$54,450.00
5 EMPLOYEES @ \$3,000.00/MONTH	\$180,000.00	\$90,000.00
7 EMPLOYEE @ \$2850.00/MONTH	\$239,400.00	\$119,700.00
1 EMPLOYEE @ \$3700.00/MONTH	\$44,400.00	\$22,200.00
1 EMPLOYEE @ \$2750.00/MONTH	\$33,000.00	\$16,500.00
1 EMPLOYEE @ \$2450.00/MONTH	\$29,400.00	\$14,700.00
TOTAL SALARIES	\$714,300.00	\$357,150.00
7.65% SSI & MEDICARE TAXES	\$55,026.45	\$27,513.23
SAFETY AWARDS - 20 EMPLOYEES	\$5,000.00	\$2,500.00
AIR AMBULANCE - 20 EMPLOYEES	\$1,000.00	\$500.00
TOTAL PERSONAL SERVICES	\$775,326.45	\$387,663.23

PERSONAL SERVICES - MAINTENANCE = JAIL-1AA

1 EMPLOYEE @ \$3,100.00/MONTH	\$37,200.00	\$18,600.00
7.65% SSI & MEDICARE TAXES	\$2,864.93	\$1,432.46
SAFETY AWARD	\$250.00	\$125.00
AIR AMBULANCE	\$50.00	\$25.00
TOTAL PERSONAL SERVICES - MAINT.	\$40,364.93	\$20,182.46

HEALTH INSURANCE = JAIL-7

21 EMPLOYEES @ 648.80/PER EMPLOYEE	\$165,012.12	\$82,506.06
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RETIREMENT - JAIL 8	\$123,997.50	\$61,998.75
MAINTENANCE & OPERATIONS	\$160,000.00	\$80,000.00
INMATE GROCERIES	\$60,000.00	\$30,000.00
PROPERTY INSURANCE	\$15,000.00	\$7,500.00
WORKERS COMP	\$33,000.00	\$16,500.00
UNEMPLOYMENT TAXES	\$7,000.00	\$3,500.00
CAPITAL OUTLAY	\$10,000.00	\$5,000.00
INMATE MEDICAL	\$27,000.00	\$13,500.00

TOTAL BUDGET FOR FY 2021-2022	\$1,416,701.00	\$708,350.50
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R E S O L U T I O N

County Road Machinery and Equipment Revolving Fund
Lease Renewal

WHEREAS, the board of Pittsburg County Commissioners has entered into Lease-Purchase Agreement(s) with the Oklahoma Department of Transportation for certain road construction machinery and equipment, and

WHEREAS, the expiration date of the following Lease-Purchase Agreement(s) is June 30, 2022, unless it is extended in the manner provided in said Lease-Purchase Agreement(s), and


WHEREAS, it is the desire of the Board of County Commissioners of Pittsburg County to renew, extend and revitalize the Lease-Purchase Agreement(s) for the following described road construction machinery or equipment:

- Agreement 612043 / 99-2573
- Agreement 611045 / 99-2572
- Agreement 611046 / 99-2635
- Agreement 613050 / 99-2747
- Agreement 613044 / 99-2574
- Agreement 612048 / 99-2746
- Agreement 611049 / 99-2745
- Agreement 613040 / 99-2474
- Agreement 613041 / 99-2473
- Agreement 612347 / 99-2636

THEREFORE, be it resolved that the aforesaid Lease-Purchase Agreement(s) be, and are hereby renewed for the period of one year commencing on July 01, 2022, and ending on June 30, 2023, the rentals paid shall equal, but not exceed the purchase price of the equipment.

For the Lessee, Board of County Commissions of Pittsburg County, Oklahoma.


Commissioner, District 1


Commissioner, District 2


Commissioner, District 3

ATTEST:


County Clerk





June 17, 2022

Board of County Commissioners
Pittsburg County Courthouse
115 E. Carl Albert Parkway
McAlester, OK 74501

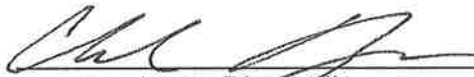
Re: **INSURANCE VERIFICATION FY-2023**


Dear Commissioners:

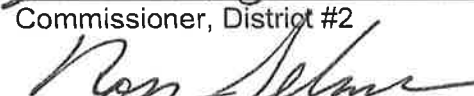
As per 69 O.S. 1991, Section 636.5, paragraph D: All risk physical damage insurance shall be carried on all equipment and road machinery purchased through the County Road Machinery and Equipment Revolving Fund.

Please review the list of equipment detailed on the enclosed lease renewal form and verify that the required insurance coverage is in place by signing this letter and returning it to this office.

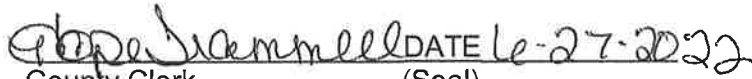
Due to ongoing teleworking, please email your completed documents to me.

 Date 6/27/2022
Commissioner, District #1

 Date 6/27/2022
Commissioner, District #2

 Date 6/27/2022
Commissioner, District #3

ATTEST:

 DATE 6-27-2022
County Clerk (Seal)

Thank you and do not hesitate to let me know if you have any questions or need additional information. We're happy to help in any way we can.

Sincerely,



Betty Freeman
County Equipment Lease Program Administrator
405-426-5820
bfreeman@odot.org