



NOTICE AND AGENDA OF REGULAR MEETING

Pursuant to the Oklahoma Open Meeting Act (25 O.S. Sec. 301, et seq.), notice is hereby given that the Board of County Commissioners, Pittsburg County, will hold a regular meeting as follows

FILED

NOV 23 2022
8:38 AM
HOPE TRAMMELL, COUNTY CLERK
PITTSBURG COUNTY
BY _____ DEPUTY

DATE: NOVEMBER 28, 2022
TIME: 9:00 A.M.
PLACE: COUNTY COMMISSIONERS CONFERENCE ROOM
PITTSBURG COUNTY COURTHOUSE
115 EAST CARL ALBERT PARKWAY, ROOM 100B
MCALESTER, OKLAHOMA

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

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, November 21, 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 ON THE AGENDA. ANY COMMENTS BY THE PUBLIC ON ITEMS NOT ON THE AGENDA CANNOT BE ACKNOWLEDGED OR DISCUSSED BUT CAN BE PLACED ON AN UPCOMING AGENDA FOR DISCUSSION AND POSSIBLE ACTION.
6. OFFICIALS - DEPARTMENT REPORTS
None.
7. FISCAL TRANSACTIONS
A) Claims And Purchase Orders
B) Transfers
C) Monthly Reports
D) Blanket Purchase Orders

- E) Fuel Bids
- F) Payroll

8. UNFINISHED BUSINESS

None.

9. AGENDA ITEMS

- A) Discussion and possible action to approve pay application No. 11 to Trane U.S. Inc. For the Jail HVAC/Water Heater Project. Project No. ARPA 21-002
- B) Approve/Disapprove new lease agreement for printer/copier- Emergency Management
- C) Resolution 23-147 to accept donations- Animal Shelter
- D) Resolution 23-148 to accept donation- BOCC
- E) Award Bid No. 7, Labor and materials to replace retrofit lighting to LED - EXPO
- F) Award Bid No. 8, Labor and materials to install insulation - EXPO

10. ROAD CROSSING PERMITS

- A) 23.018, Tall Oak Woodford, LLC (Permanent gas line)- District 3
- B) 23.019, Tall Oak Woodford, LLC (Permanent gas line)- District 3

11. NEW BUSIENSS

COSIDERATION AND POSSIBLE ACTION WITH RESPECT TO ANY OTHER MATTERS NOT KNOWN ABOUT OR WHICH COULD NOT HAVE BEEN FORESEEN PRIOR TO THE POSTING OF THIS AGENDA


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

None.

13. 10:00 A.M. - BID OPENINGS

None.

14. RECESS OR ADJOURNMENT



Commissioner's Assistant

**PITTSBURG COUNTY COMMISSIONER
NOVEMBER 28, 2022
MEETING MINUTES**

The Board of County Commissioners, Pittsburg County, met in regular session on November 28, 2022 at 9:00 A.M., Meeting held in the County Commissioners Conference Room, after proper notice and agenda were posted indicating time and date. Agenda was posted at 8:38 A.M., November 23, 2022.

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

2. ROLL CALL: Roll was called.

Kevin Smith	Present
Charlie Rogers	Present
Ross Selman	Present

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

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

4. APPROVE/DISAPPROVE MINUTES FROM:

A. REGULAR MEETING MINUTES FROM NOVEMBER 21, 2022: The minutes from the previous meeting, November 21, 2022 regular meeting were read. Selman made a motion to approve the minutes; seconded by Rogers.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

5. RECOGNITION OF GUESTS/PUBLIC COMMENTS: None.

6. OFFICIALS – DEPARTMENT REPORTS: None.

7. FISCAL TRANSACTIONS:

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

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AYE: Kevin Smith
 Charlie Rogers
 Ross Selman

NAY: None.

Motion Passed.

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

AYE: Kevin Smith
 Charlie Rogers
 Ross Selman

NAY: None.

Motion Passed.

C. OFFICIAL'S MONTHLY REPORTS: None.

D. BLANKET PURCHASE ORDERS:

DEPT	PO	AMOUNT	VENDOR
Building Maintenance	4792	\$ 550.00	H2O Depot
District Attorney	4793	\$ 100.00	H2O Depot
Building Maintenance	4794	\$ 400.00	Unifirst
District Attorney	4795	\$ 50.00	OTA Pikepass
Emergency Mgmt	4796	\$ 40.00	OTA Pikepass
Emergency Mgmt	4797	\$ 500.00	Walmart
Emergency Mgmt	4798	\$ 1,500.00	Lowes
Emergency Mgmt	4799	\$ 500.00	Kiamichi Automotive
Ashland Fire Dept	4800	\$ 500.00	Kiamichi Automotive
Blanco Fire Dept	4801	\$ 500.00	Kiamichi Automotive
Tannehill Fire Dept	4802	\$ 500.00	Kiamichi Automotive
Emergency Mgmt	4803	\$ 212.00	Prokill
Ashland Fire Dept	4804	\$ 126.00	Prokill
Pittsburg Fire Dept	4805	\$ 48.00	Prokill
Fire Fighters Assoc	4806	\$ 216.00	Prokill
Emergency Mgmt	4807	\$ 500.00	Holman's Fast Lube
Canadian Fire Dept	4808	\$ 300.00	Eufaula Auto Parts
Health Department	4809	\$ 120.00	St. Francis Health
Emergency Mgmt	4810	\$ 300.00	Cintas 1 st Aid
Emergency Mgmt	4811	\$ 500.00	Staples
Emergency Mgmt	4812	\$ 500.00	Atwood's
Building Maintenance	4813	\$ 1,500.00	Locke Supply
Building Maintenance	4814	\$ 1,500.00	Bemac
Building Maintenance	4815	\$ 300.00	Unifirst 1 st Aid
Building Maintenance	4816	\$ 1,500.00	Ada Paper
District Attorney	4817	\$ 1,300.00	Comdata
Visual Inspection	4818	\$ 700.00	Comdata
Sheriff	4819	\$10,000.00	Comdata
Jail	4820	\$ 2,500.00	Comdata

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DEPT	PO	AMOUNT	VENDOR
Emergency Mgmt	4821	\$ 2,000.00	Comdata
Alderson Fire Dept	4822	\$ 1,000.00	Comdata
Ashland Fire Dept	4823	\$ 1,000.00	Comdata
Blanco Fire Dept	4824	\$ 1,000.00	Comdata
Blue Fire Dept	4825	\$ 1,000.00	Comdata
Bugtussle Fire Dept	4826	\$ 700.00	Comdata
Canadian Fire Dept	4827	\$ 1,000.00	Comdata
Canadian Shores Fire	4828	\$ 1,000.00	Comdata
High Hill Fire Dept	4829	\$ 1,000.00	Comdata
Haileyville Fire Dept	4830	\$ 1,000.00	Comdata
Haywood/Arpelar Fire Dept	4831	\$ 1,000.00	Comdata
Highway 9 Fire Dept	4832	\$ 1,000.00	Comdata
Indianola Fire Dept	4833	\$ 1,000.00	Comdata
Sam's Point Fire Dept	4834	\$ 1,000.00	Comdata
Shady Grove Fire	4835	\$ 1,000.00	Comdata
Tannehill Fire Dept	4836	\$ 1,000.00	Comdata
District #3	4937	\$ 1,000.00	OK Tire
District #1	4839	\$ 1,000.00	Unifirst
District #3	4840	\$ 500.00	Weldon Parts
District #1	4841	\$ 500.00	O'Reilly's

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

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

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

VENDOR	UNLEADED NON ETHANOL	UNDYED LOW S. DIESEL	DYED LOW S. DIESEL	PROPANE
RAM INC.	2.4900	3.4500	3.4500	2.4900
HOOTEN	2.71504	2.62354	2.62704	No Bid
HOPKINS	2.4400	3.3000	3.3000	2.4900

Selman made a motion to award unleaded to Hopkins, undyed low sulfur diesel and dyed low sulfur diesel to Hooten and propane to Ram and Hopkins with the notation that Hooten and Hopkins cannot deliver today, and that the fuel bids are for today only; seconded by Smith.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

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

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

8. UNFINISHED BUSINESS: None.

9. AGENDA ITEMS:

A. DISCUSSION AND POSSIBLE ACTION TO APPROVE PAY APPLICATION NO. 11 TO TRANE U.S., INC, FOR THE JAIL HVAC/WATER HEATER PROJECT NO. ARPA 21-002: Selman made a motion to approve the pay application; seconded by Smith.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

B. APPROVE/DISAPPROVE NEW LEASE AGREEMENT FOR PRINTER/COPIER – EMERGENCY MANAGEMENT: Smith stated that the lease is the standard agreement. Selman made a motion to approve the lease agreement; seconded by Rogers.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

C. RESOLUTION 23-147 TO ACCEPT DONATIONS – ANIMAL SHELTER: Smith read the resolution. Smith made a motion to approve the resolution; seconded by Selman.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

D. RESOLUTION 23-148 TO ACCEPT DONATION – BOCC: Smith read the resolution. Smith made a motion approve the resolution; seconded by Selman.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

E. AWARD BID NO. 7, LABOR AND MATERIALS TO REPLACE RETROFIT LIGHTING TO LED- EXPO: Tyson with Third Generation Electric stated that he wanted to come in person to advocate for their bid, stating that they will handle all of the rebates. Smith stated that the board needs to review the bids. No action taken.

F. AWARD BID NO. 8, LABOR AND MATERIALS TO INSTALL INSULATION - EXPO: Smith stated that only one bid was received and that the board needs to review the bid. No action taken.

10. ROAD CROSSING PERMIT:

A. 23.018, TALL OAK WOODFORD, LLC (PERMANENT GAS LINE) – DISTRICT 3: Selman made a motion to table the item from the agenda; seconded by Smith.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

B. 23.019, TALL OAK WOODFORD, LLC (PERMANENT GAS LINE) – DISTRICT 3: Selman made a motion to table the item from the agenda; seconded by Rogers.

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

11. 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: None.

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

13. 10:00 A.M. - BID OPENINGS: None.

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

AYE: Kevin Smith
Charlie Rogers
Ross Selman

NAY: None.

Motion Passed. Meeting Adjourned.

Purchase Orders By Account

Fiscal Year : 2022-2023

Date Range: 1/28/2022 to 11/28/2022

PO	Warrant No.	Vendor Name	Purpose	Amount
Animal Shelter				
1316-1-8020-2005				
003838	000321	J P COOKE COMPANY	RABIES TAGS	\$ 408.45
004466	000322	ZOETIS US LLC	VET SUPPLIES	\$ 302.40
004679	000323	MWI VET SUPPLY	VET SUPPLIES	\$ 399.70
004728	000324	WHITE LIGHT COMPUTING INC.	SOFTWARE	\$ 230.00
004729	000325	KELLPRO SOFTWARE & TECHNOLOG	LICENSE	\$ 394.01
004752	000326	CENTER, EWELL	VET SERVICES	\$ 700.00
004764	000327	FUSION	MONTHLY SERVICE	\$ 72.53
Total:				\$ 2,507.09
ARPA 2021				
1566-1-2000-2005				
004757	000072	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 5,543.88
004690	000073	ALEXANDERS REFRIGERATION	HVAC REPAIR	\$ 2,250.00
004691	000074	ALEXANDERS REFRIGERATION	HVAC REPAIR	\$ 4,230.00
Total:				\$ 12,023.88
Econ Dev Trust				
7603-4-0500-2005				
004753	000121	JOHNNYS A STREET MARKET	INMATE LUNCHES	\$ 84.95
004758	000122	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 36.89
004759	000123	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 255.21
004760	000124	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 20.63
004761	000125	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 44.20
004762	000126	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 220.91
004763	000127	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 20.63
004790	000128	LINGO COMMUNICATIONS	MONTHLY SERVICE	\$ 162.77
Total:				\$ 846.19
Emergency Mgmt				
1212-2-2700-1310				
004560	000113	LUPARDUS, LOIS A.	TRAVEL	\$ 181.25
Total:				\$ 181.25

PO	Warrant No.	Vendor Name	Purpose	Amount
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Emergency Mgmt

1212-2-2700-2005				
003067	000114	LOWES	MAINTENANCE SUPPLIE	\$ 428.20
003891	000115	KC FARM MACHINERY INC.	BATTERIES ETC	\$ 150.00
004781	000116	PITTSBURG COUNTY FIREFIGHTERS	MEMBERSHIP DUES	\$ 25.00
			Total:	\$ 603.20

General

0001-1-1600-1310				
001571	001823	EMBASSY SUITES NORMAN	LODGING	\$ 1,176.00
003308	001824	EMBASSY SUITES NORMAN	LODGING	\$ 238.00
004745	001825	FIELDS, MICHELLE D.	TRAVEL	\$ 323.78
			Total:	\$ 1,737.78

0001-1-1700-1310

001572	001826	EMBASSY SUITES NORMAN	LODGING	\$ 392.00
003309	001827	EMBASSY SUITES NORMAN	LODGING	\$ 238.00
004746	001828	TRIPP, HILLARY N.	TRAVEL	\$ 212.00
004747	001829	SUTTERFIELD, MARVELYN LISA	TRAVEL EXPENSES	\$ 94.00
004748	001830	JONES, JALENE G.	TRAVEL EXPENSES	\$ 88.50
004749	001831	MOODY, ELIZABETH R.	TRAVEL EXPENSES	\$ 206.50
004750	001832	COSPER, CONCHATTA L.	TRAVEL EXPENSES	\$ 206.50
004751	001833	MCOWEN, HOMER L.	TRAVEL EXPENSES	\$ 206.50
			Total:	\$ 1,644.00

0001-1-2200-2005

002305	001834	FIRST BAPTIST CHURCH	POLL RENT	\$ 80.00
			Total:	\$ 80.00

0001-1-3300-2005

001014	001835	CINTAS CORPORATION # 618	UNIFORM SERVICE	\$ 67.94
004640	001836	MCALESTER NEWS CAPITAL & DEM.	PUBLICATION	\$ 49.80
004785	001837	MCALESTER NEWS CAPITAL & DEM.	PUBLICATION	\$ 559.35
			Total:	\$ 677.09

0001-2-0400-2005

001875	001838	COMDATA	FUEL	\$ 10,000.00
			Total:	\$ 10,000.00

0001-2-0400-2012

004715	001839	HILAND DAIRY	INMATE GROCERIES	\$ 178.00
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PO	Warrant No.	Vendor Name	Purpose	Amount
General				
	0001-2-0400-2012		Total:	\$ 178.00
	0001-2-2700-1310		Total:	\$ 307.88
004725	001840	BAUGHMAN, LEONARD C.	TRAVEL	\$ 307.88
	0001-2-2700-2005		Total:	\$ 165.39
004727	001841	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 45.39
004744	001842	POSTMASTER	STAMPS	\$ 120.00
	0001-3-5200-2005		Total:	\$ 3,000.00
004644	001843	INDIANOLA SENIOR CITIZENS CTR	DONATION	\$ 1,000.00
004645	001844	KIOWA SENIOR CITIZENS CENTER	DONATION	\$ 1,000.00
004646	001845	HARTSHORNE SENIOR CITIZENS	DONATION	\$ 500.00
004647	001846	CROWDER SENIOR CITIZENS	DONATION	\$ 500.00
	0001-5-0900-2005		Total:	\$ 3,000.00
004782	001847	FUSION	MONTHLY SERVICE	\$ 178.56
004783	001848	ALERT 360	MONTHLY SECURITY MO	\$ 46.64
	0001-6-0800-2005		Total:	\$ 225.20
001125	001849	BEST WESTERN PLUS CIMARRON HO	TRAVEL EXPENSES	\$ 384.00
002236	001850	OSU-CTP	TRAINING	\$ 120.00
004772	001851	CANON FINANCIAL SERVICES	COPIER LEASE	\$ 150.00
	0001-6-0800-2005		Total:	\$ 654.00
Health				
	1216-3-5000-1110		Total:	\$ 36,761.13
004740	000141	OKLA. STATE DEPT. OF HEALTH	PROFESSIONAL SERVIC	\$ 36,761.13
	1216-3-5000-2005		Total:	\$ 3,702.85
003858	000142	PRO KILL INC.	PEST CONTROL	\$ 158.00
004739	000143	VIP VOICE SERVICES LLC	MONTHLY SERVICE	\$ 3,544.85

PO Warrant No. Vendor Name Purpose Amount

Highway

1102-6-4100-2005
003549 001319 OSU-CTP REGISTRATION \$ 40.00
Total: \$ 40.00

1102-6-4300-2005
001005 001320 T & W TIRE TIRES & SERVICES \$ 1,098.49
004774 001321 FUSION MONTHLY SERVICE \$ 73.60
003576 001322 BANK OF AMERICA LAPTOP CASE \$ 29.48
Total: \$ 1,201.57

Hwy-ST

1313-6-8041-2005
004773 000956 US CELLULAR MONTHLY SERVICE \$ 145.20
004789 000957 LONGTOWN RW&S DIST. #1 MONTHLY SERVICE \$ 40.00
Total: \$ 185.20

1313-6-8042-2005
004769 000958 PUBLIC SERVICE CO. OF OKLAHOMA MONTHLY SERVICE \$ 367.34
004770 000959 PUBLIC SERVICE CO. OF OKLAHOMA MONTHLY SERVICE \$ 52.03
Total: \$ 419.37

1313-6-8043-2005
004755 000960 US CELLULAR MONTHLY SERVICE \$ 435.60
Total: \$ 435.60

Rental Of County Property

1241-4-0500-2005
001984 000024 MCCABE CRANE & SIGN SERVICES LL SIGNS & SIGN SUPPLIES \$ 6,180.00
Total: \$ 6,180.00

Rural Fire-ST

1321-2-8216-2005
004767 000445 PUBLIC SERVICE CO. OF OKLAHOMA MONTHLY SERVICE \$ 92.51
004768 000446 PITTSBURG COUNTY FIREFIGHTERS MEMBERSHIP DUES \$ 25.00
Total: \$ 117.51

PO	Warrant No.	Vendor Name	Purpose	Amount
Rural Fire-ST				
1321-2-8225-2005				
003110	000447	COMDATA	FUEL	\$ 496.05
004686	000448	MUSKOGEE COMMUNICATIONS	ANTENNA REPAIR	\$ 897.50
Total:				\$ 1,393.55
SH Commissary				
1223-2-0400-2005				
004419	000110	COMMISSARY EXPRESS	INHOUSE COMMISSARY	\$ 3,032.67
004618	000111	COMMISSARY EXPRESS	INHOUSE COMMISSARY	\$ 3,491.29
004708	000112	COMMISSARY EXPRESS	KIOSK FEES	\$ 65.00
004710	000113	LITTLE CAESARS	INHOUSE COMMISSARY	\$ 274.60
004771	000114	CANON FINANCIAL SERVICES	COPIER LEASE	\$ 175.00
Total:				\$ 7,038.56
SH Svc Fee				
1226-2-0400-2012				
004731	000827	WALMART COMMUNITY CARD	INMATE GROCERIES	\$ 46.20
Total:				\$ 46.20
1226-2-3400-2005				
001876	000828	COMDATA	FUEL	\$ 2,500.00
003187	000829	COMDATA	FUEL	\$ 903.76
003188	000830	COMDATA	FUEL	\$ 325.70
003556	000831	METRO EMERGENCY UPFITTERS LLC	FLASH LIGHTS ETC.	\$ 2,999.95
004711	000832	WALMART COMMUNITY CARD	INMATE MEDICAL SUPPLI	\$ 753.09
004736	000833	LOWES	Jail Supplies	\$ 321.10
004776	000834	JAMESCO ENTERPRISES LLC	KITCHEN SUPPLIES	\$ 904.60
004784	000838	OKLA. DEPT. OF PUBLIC SAFETY	OLETS USER FEES	\$ 475.00
Total:				\$ 9,183.20
1226-2-3400-2011				
004734	000835	CARING HANDS HEALTHCARE CENTE	INMATE PRESCRIPTIONS	\$ 53.00
004735	000836	PARMED PHARMACEUTICALS	INMATE MEDICAL SUPPLI	\$ 322.77
Total:				\$ 375.77
1226-2-3400-2030				
004714	000837	COMMISSARY EXPRESS	DEBIT PHONE TIME FEE	\$ 117.00
Total:				\$ 117.00

Grand Total: \$ 102,028.46

Ram, Inc. submits the following fuel bids for the week: November 28th 2022.

UL	CLEAR	DYED	LP
2.4900	3.4500	3.4500	2.4900

FILED
NOV 28 2022
TIME 8:34 PM
HOPE TRAMMELL, COUNTY CLERK
PITTSBURG COUNTY
BY VO 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

APPLICATION AND CERTIFICATION FOR PAYMENT (SUMMARY SHEET)

Invoice: 313142456

To: PITTSBURG COUNTY SHERIFFS OFFICE
 CONTRACT NAME: PITTSBURG COUNTY JAIL
 From: Trane
 305 HUDIBURG CIRCLE
 OKLAHOMA CITY, OK 73108
 CONTRACT LOCATION: 115 E CARL ALBERT PARKWAY
 MCALESTER, OK 74501

APPLICATION NO: 11
 APPLICATION DATE: 18-NOV-2022
 PERIOD TO: 30-NOV-2022
 CUST PO NO: Signed Proposal
 CONTRACT DATE: 27-DEC-2021
 CONTRACT NO: CID00097752

APPLICATION FOR PAYMENT

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

- 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: \$261,125.00
 (Column G on Detail Sheet)
- 5 RETAINAGE: \$0.00
 a. 0.00% of Completed Work:
 (Columns D + E on Detail Sheet)
 b. 0.00% of Stored Material:
 (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: \$261,125.00
 (Line 4 less Line 5 Total)
- 7 LESS PREVIOUS CERTIFICATES FOR PAYMENT: \$257,360.00
 (Line 6 from prior Certificate)
- 8 CURRENT PAYMENT DUE: \$3,765.00
 (Before Applicable Sales Taxes)
- 9 BALANCE TO FINISH, INCLUDING RETAINAGE: \$19,504.00
 (Line 3 less line 6)

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	

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

COMPANY: Trane

BY: _____ Date: _____

State of: _____
 County of: _____

Subscribed and sworn to before

Me this _____ day of _____

My Commission expires: _____

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 \$3,765.00

(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.)

CERTIFIER: _____ Date: _____
 BY: _____
 ACCEPTANCE:  Date: 11/29/2022

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

APPLICATION AND CERTIFICATE FOR PAYMENT
 Containing Certification is attached

APPLICATION NO: 11
 APPLICATION DATE: 18-NOV-2022
 PERIOD TO: 30-NOV-2022

CUST PO NO:
 CONTRACT DATE:
 CONTRACT NO:

Signed Proposal
 27-DEC-2021
 CID00097752

Invoice: 313142456

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 % (G/C)	I BALANCE TO FINISH (C-G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD						
1	HVAC	141,000.00	141,000.00	0.00	0.00	0.00	141,000.00	100.00%	0.00	0.00
2	Engineering a Submittals	7,955.00	2,270.00	0.00	0.00	0.00	2,270.00	28.54%	5,685.00	0.00
3	Controls Installation Labor	79,024.00	61,440.00	3,765.00	0.00	0.00	65,205.00	82.51%	13,819.00	0.00
4	Controls Material	52,650.00	52,650.00	0.00	0.00	0.00	52,650.00	100.00%	0.00	0.00
TOTAL		280,629.00	257,360.00	3,765.00	0.00	0.00	261,125.00	93.05%	19,504.00	0.00



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

CUSTOMER (FULL LEGAL NAME) PITTSBURG COUNTY OKLAHOMA		DBA EMERGENCY MANAGEMENT	PHONE (918) 426-5655	
BILLING ADDRESS 1210 N WEST ST		CITY MCALESTER	COUNTY PITTSBURG	STATE OK
EQUIPMENT ADDRESS SAME AS BILLING		CITY	COUNTY	STATE

EQUIPMENT INFORMATION			NUMBER AND AMOUNT OF PAYMENTS	
Quantity	Serial Number	Make/Model/Description	Number of Payments	Total Payment *
1	2YJ20691	CANON IMR-C5840I COPIER SYSTEM	60	225.00
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.	AUTHORIZED CUSTOMER SIGNATURE
By: _____	By: X Title: <u>Chairman, Boce</u>
Title: _____	Printed Name: <u>Kevin Smith</u> Email Address: _____
Date: _____	By: X _____ Title: _____
	Printed Name: _____ Email Address: _____

To: Canon Financial Services, Inc. ("CFS")

ACCEPTANCE CERTIFICATE

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.

Signature: Printed Name: _____ Title (if any): _____ Date: _____

TERMS AND CONDITIONS

- 1. AGREEMENT:** CFS leases to Customer, a PITTSBURG COUNTY OKLAHO (state name or political subdivision or agency) of Oklahoma (State name) with its chief executive office at 1210 N WEST ST, MCALESTER, OK 74501, and Customer leases from CFS, with its place of business at 158 Galther 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 abatelements, 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 assigns, 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.

11. **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.

12. **TAXES; OTHER FEES AND CHARGES:** CUSTOMER SHALL PAY AND DISCHARGE WHEN DUE ALL LICENSE 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 (f) 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 SUBLET OR LEASE 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, this 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: 

RESOLUTION

23 - 147

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, November 28, 2022.

WHEREAS, the following individual and organization wish to make donations to the Pittsburg County Animal Shelter Donation Account:

James and Sandra Bonino	-	\$50.00
Skulls Unlimited International	-	\$398.00

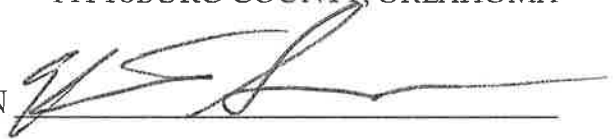
WHEREAS, the Board of County Commissioners accepts these donations on behalf of the Pittsburg County Animal Shelter, to be deposited into the Pittsburg County Animal Shelter Donation account (1235-1-8020-2202), to be used for items that cannot be purchased with county funds.

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

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN



MEMBER



MEMBER



COUNTY CLERK



DESCRIPTION		Amount
Check # 127		

S.A. & I. No. 210 (1986)

RECEIPT

No:25875

ANIMAL SHELTER

(office or board)

PITTSBURG COUNTY

STATE OF OKLAHOMA

McALESTER, OKLAHOMA 11-21 22

Received of James & Sandra Bonino \$ 50.⁰⁰

FIFTY Dollars

Purpose Donation Thanks To Benn & will ☺

Chairman, BOCC By CS

Officer

Deputy

JAMES OR SANDRA BONINO
1522 BELMONT
MCALESTER, OK 74501

35-1125
1130

127

NOV 21 2022

Pittsburg County Animal Shelter \$50.00
Fifty Dollars & 00/100

Arnegy Bank.

P.O. Box 27455
Houston, Texas 77227-7455
Arnegy Bank.com • 713-235-0010

MEMO 62154

[Signature]

⑆ 1 30 1 258 ⑆ 40040 1 455 ⑆ 0 1 27

DESCRIPTION		Amount
Check # 88529		

S. A. & I. No. 210 (1986)

RECEIPT

No:25864

ANIMAL SHELTER

(office or board)

PITTSBURG COUNTY
STATE OF OKLAHOMA

McALESTER, OKLAHOMA 11-17, 22

Received of Skulls Unlimited \$ 398⁰⁰

Three hundred & ninety eight dollars Dollars

Purpose Donation

Chairman, BOCC

Officer

By CS

Deputy

88529



SKULLS UNLIMITED INTERNATIONAL, INC.

10313 S SUNNYLANE RD
OKLAHOMA CITY, OK 73160 USA
(405) 794-9300

BANCFIRST
Moore, OK 73160
MEMBER FDIC
(405) 270-1000
39-363/1030



11/11/2022

PAY TO THE ORDER OF Pittsburg County Animal Shelter

\$ ****398.00**

Three hundred ninety-eight and 00/100*****

DOLLARS

Pittsburg County Animal Shelter
1206 N West Street
McAlester, OK 74501 USA



[Signature]
AUTHORIZED SIGNATURE

MEMO

⑈088529⑈ ⑆103003632⑆ ⑈2810256810⑈

RESOLUTION
23-148

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, November 28, 2022.

WHEREAS, Pittsburg County has received a donation from the Choctaw Nation of Oklahoma in the amount of \$8,300.00 for be used for projects approved by the Board of County Commissioners.

WHEREAS, Pittsburg County hereby accepts the donation from the Choctaw Nation of Oklahoma in the amount of \$8,300.00.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby accept the donation from the Choctaw Nation of Oklahoma in the amount of \$8,300.00 to be used for any projects approved by the Board of County Commissioners.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN



VICE CHAIRMAN



MEMBER



COUNTY CLERK



VENUE #

VENUE NAME

CHECK #

CHECK DATE

CHECK AMT

8701

PITTSBURG COUNTY

4100159232

11/09/2022

\$****8,300.00

Stub 1 of 1

CHOCTAW NATION OF OKLAHOMA

Invoice No	Invoice Date	Description	Gross	Discount	Net
AB87011110322	11/03/2022	CCPF DONATION	8,300.00	.00	8,300.00

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. 4100159232



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

DATE
11/09/2022

PAY EXACTLY
\$****8,300.00

VOID AFTER 90 DAYS

PAY EIGHT THOUSAND THREE HUNDRED DOLLARS AND ZERO CENTS*****

TWO SIGNATURES REQUIRED

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

Shirley Butler

Jack Justice