



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

JAN 06 2023

TIME

HOPE TRAMMELL, COUNTY CLERK

PITTSBURG COUNTY

BY

DEPUTY

DATE: JANUARY 9, 2023

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:

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

3. APPROVAL OF AGENDA

4. APPROVE/DISAPPROVE MEETING MINUTES

A) Regular Meeting, January 3, 2023

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

i. Exceeded Purchase Order Report

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

- A) Award/Reject Bid No. 11, Selling of 20044X4 Chevrolet Truck- District 1
 - B) Award/Reject Bid No. 12, One (1), 2021 or newer, RAM TRX or equivalent- Sheriff
- 9. AGENDA ITEMS**
- A) Approve/Disapprove License NO. DACW56-3-23-042 for road, boat launching ramp, parking area, stairway and related facilities at Arrowhead Estates between Pittsburg County and U.S. Army Corps of Engineers, Tulsa District.
Letters Supporting the
 - B) Approve/Disapprove Development of South Canadian Wind Farms
 - C) Resolution 23-173 to cancel Purchase Orders- Asphalt Plant
 - D) Resolution 23-174 to cancel Purchase Orders- Sheriffs Dept.
 - E) Resolution 23-175 to cancel Purchase Order- Emergency Management
 - F) Resolution 23-176 to deposit check- District 1
 - G) Amended Resolution 23-166 regarding salaries and pay adjustments for county elected officials- BOCC

10. ROAD CROSSING PERMITS

None.

11. NEW BUSINESS

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

- A) Bid No. 13, Labor and materials to install insulation for Southeast Expo Center.
- B) Bid No. 14, Advertise six month bids for Proline or Equivalent.

14. RECESS OR ADJOURNMENT

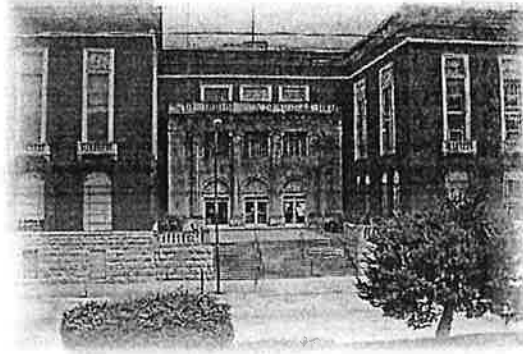


Commissioner's Assistant

PITTSBURG COUNTY CLERK'S OFFICE

DEPUTIES

BOBBI HARTSFIELD
MONICA SENNETT
VIRGINIA O'DELL
GLADYS BLANSETT



DEPUTIES

MIRANDA BEDFORD
LAUREN OLIVER
SYDNEY TARRON
JEREMY KENNEDY
BLAKE WILLIAMSON

HOPE TRAMMELL, COUNTY CLERK
PITTSBURG COUNTY COURTHOUSE, ROOM 103
P.O. BOX 3304
MCALESTER, OK 74502
OFFICE 918-423-6865 FAX 918-423-7304

Exceeded Purchase Order: As of January 9th, 2023.

PO #	AMOUNT	EXCEEDED AMOUNT	VENDOR	FUND	DEPARTMENT
4064	\$10,000.00	\$694.26	COMDATA	SH SVC FEE	SHERIFF

Hope Trammell
Pittsburg County Clerk

Ram, Inc. submits the following fuel bids for the week: January 9th, 2023.

UL	CLEAR	DYED	LP
2.9300	3.3400	3.3400	2.4900

FILED
JAN 09 2023
TIME 8:40 AM
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

DEPARTMENT OF THE ARMY LICENSE
EUFAULA LAKE
PITTSBURG COUNTY, OK

THE SECRETARY OF THE ARMY, acting by and through the Chief, Real Estate Division, U.S. Army Corps of Engineers, Tulsa District, hereinafter referred to as the "Grantor", by authority of Title 16, United States Code, Section 460d, hereby grants Pittsburg County Board of Commissioners, **115 E. Carl Albert Parkway, McAlester, OK 74501**, hereinafter referred to as the "Grantee", a license to operate and maintain a **road, boat-launching ramp, parking area, stairway and related facilities**, over, across, in and upon lands of the United States, as identified in Exhibits A attached hereto and made a part hereof, hereinafter referred to as the premises.

THIS LICENSE is granted subject to the following conditions.

1. TERM

This license is granted for a term of **FIVE (5) years**, beginning **November 22, 2022**, and ending **November 21, 2027**, but revocable at will by the Grantor.

2. CONSIDERATION

The consideration for this license is the operation and maintenance of the premises by the Grantee for the benefit of the United States and the general public in accordance with the conditions herein set forth.

3. NOTICES

All notices to be given pursuant to this license shall be addressed, if to the Grantee, to **Pittsburg Country Board of Commissioners, 115 E. Carl Albert Parkway, McAlester, OK 74501**; and if to the Grantor, to the **U.S. Army Corps of Engineers, Tulsa District, Attention: Chief, Real Estate Division, 2488 East 81st Street, Tulsa, OK 74137-4290**; or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "Grantor", "Chief, Real Estate Division", or "said officer" shall include their duly

authorized representatives. Any reference to "Grantee" shall include any duly authorized representatives.

5. SUPERVISION BY THE GRANTOR

The use and occupation of the premises shall be subject to the general supervision and approval of the Grantor, Tulsa District, hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

6. APPLICABLE LAWS AND REGULATIONS

The Grantee shall comply with all applicable federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

7. CONDITIONAL USE BY GRANTEE

The exercise of the privileges herein granted shall be:

- a. without cost or expense to the United States;
- b. subject to the right of the United States to improve, use, or maintain the premises;
- c. subject to other outgrants of the United States on the premises;
- d. personal to the Grantee; and this license, or any interest therein, may not be transferred or assigned.

8. CONDITION OF PREMISES

The Grantee acknowledges that it has inspected the premises, knows its condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the United States.

9. COST OF UTILITIES

The Grantee shall pay the cost, as determined by said officer, of producing and/or supplying any utilities and other services furnished by the Government or through Government-owned facilities for the use of the Grantee, including the Grantee's proportionate share of the cost of operation and maintenance of the Government-owned facilities by which such utilities or services are produced or supplied. The Government shall be under no obligation to furnish utilities or services. Payment shall be made in the manner prescribed by the officer having such jurisdiction.

10. PROTECTION OF PROPERTY

The premises shall at all times be protected and maintained in good order and condition by and at the expense of the Grantee. The Grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the Grantee under this license, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the Grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

11. RESTORATION

On or before the expiration date of this license or its termination by the Grantee, the Grantee shall vacate the premises, remove the property of the Grantee, and restore the premises to a condition satisfactory to said officer. If, however, this license is revoked, the Grantee shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time as the Grantor may designate. In either event, if the Grantee shall fail or neglect to remove said property and restore the premises, then, at the option of said officer, the property shall either become the property of the United States without compensation therefor, or said officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Grantee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this license in restoring the premises.

12. NON-DISCRIMINATION

The Grantee shall not discriminate against any person or persons or exclude any persons from participation in the Grantee's operations, programs, or activities conducted on the licensed premises, because of race, color, religion, age, sex, handicap, national origin or place of residency. The Grantee, by acceptance of this license, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended, (42 U.S.C. 2000d); the Age Discrimination Act of 1975, as amended, (42 U.S.C. 6102); the Rehabilitation Act of 1973, as amended, (29 U.S.C. 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 C.F.R. Part 195), issued as Department of Defense Directive 5500.11, December 28, 1964).

13. TERMINATION

This license may be terminated by the Grantee at any time by giving the Grantor at least ten (10) days notice in writing provided that no refund by the United States of any consideration previously paid shall be made and provided further, that in the event that said notice is not given at least ten (10) days prior to the rental due date, the Grantee shall be required to pay the consideration for the period shown in the Condition on **CONSIDERATION**.

14. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this license shall protect the premises against pollution of its air, ground and water. The Grantee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this license. The Grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

c. The Grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

15. HISTORIC PRESERVATION

The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the Grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

16. DISCLAIMER

This license is effective only insofar as the rights of the United States in the premises are concerned; and the Grantee shall obtain any permit or license which may be require by Federal, state, or local statute in connection with the use of the premises. It is understood that the granting of this license does not preclude the necessity of

obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC 403) and Section 404 of the Clean Water Act (33 USC 1344).

17. RIGHT TO ENTER AND FLOOD

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with Government work; to make inspections; to remove timber or other material, except property of the Grantee; to flood the premises; to manipulate the level of the lake or pool in any manner whatsoever; and/or to make any other use of the land as may be necessary in connection with project purposes; and the Grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

18. SUPERVISION AND REPAIR

The Grantee shall supervise the said boat complex and cause it to be inspected at reasonable intervals, and shall immediately repair any defect found therein as a result of such inspection or, when requested by said officer, to repair any defects. Upon completion of the installation of said boat complex and the making of any repairs thereto, the premises shall be restored immediately by the Grantee at the Grantee's own expense to the same condition as that which existed prior to the commencement of such work to the satisfaction of the said officer.

19. PUBLIC ACCESSIBILITY

Said road, parking area, and boat-launching ramp shall be open to the general public as well as to residents in the area or adjacent to the lake. An access road to said facilities shall be provided by the Grantee.

20. FEES

a. Fees may be charged by the Grantee for use of the boat-launching ramp; however, such fees may be charged for no other purpose than to recover expenses. Such fees shall be reasonable and comparable to other similar rates charged for similar services in the area. The said officer shall have the right to review such fees and require an increase or reduction when it is determined that the objectives of this license have been violated. The amount charged shall not be so high as to virtually eliminate or greatly deter public use of the ramp. The authority to charge fees to recover expenses is revocable at will if it is determined by said officer that the Grantee is violating the nonprofit objective of the charge and circumventing in any way the public's ability to use the ramp.

b. All monies received by the Grantee from the use of the boat-launching ramp must be utilized by the Grantee for the administration, maintenance, operation and development of the premises. Any such monies not so utilized or programmed for use within a reasonable time shall be paid to said officer at the end of the five (5)-year period of the license. The Grantee shall furnish a statement of receipts and expenditures for the five (5)-year license period at the end of the term. In addition to the end of the term report, the said officer shall have the right to require that a statement be furnished at any time during the license term for any specific period.

21. CONDITION OF FACILITIES

During the term of the license said facilities shall be maintained by and at the expense of the Grantee in a condition satisfactory to said officer, to include removal of trash and debris from the premises, and in a condition insuring the safety of the using public, and the Grantee will correct hazardous conditions as directed and within the time limit specified by said officer. If the Grantee does not maintain said facilities in the condition prescribed, or hazardous conditions are not corrected within the time limit specified by the said officer, this license may be revoked and the terms and conditions of Condition 12, **RESTORATION**, will apply in regard to removal of property of the Grantee and restoration of the premises.

22. MINIMUM WAGE REQUIREMENT (EXECUTIVE ORDER 13658)

a. Any reference in this section to "prime contractor" or "contractor" shall mean the Lessee and any reference to "contract" shall refer to the Lease.

b. The parties expressly stipulate this contract is subject to Executive Order 13658, the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions.

c. Minimum Wages.

(1) Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.

(2) The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 1, 2015 and December 31, 2015 shall be \$10.10 per hour. The minimum wage shall be adjusted each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all workers subject to the Executive Order beginning

January 1 of the following year. If appropriate, the contracting officer, or other agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor Web site). The applicable published minimum wage is incorporated by reference into this contract.

(3) The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 10.23), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.

(4) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible therefore shall be liable for the unpaid wages.

(5) If the commensurate wage rate paid to a worker on a covered contract whose wages are calculated pursuant to a special certificate issued under 29 U.S.C. 214(c), whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due under the certificate is greater than the Executive Order minimum wage, the contractor must pay the 14(c) worker the greater commensurate wage.

d. Withholding. The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay workers the full amount of wages required by Executive Order 13658.

e. Contract Suspension/Contract Termination/ Contractor Debarment. In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of

the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.

f. The contractor may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

g. Nothing herein shall relieve the contractor of any other obligation under Federal, State or local law, or under contract, for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such Federal, State, or local law, or under contract, entitle a contractor to pay less than \$10.10 (or the minimum wage as established each January thereafter) to any worker.

h. Payroll Records.

(1) The contractor shall make and maintain for three years records containing the information specified in paragraphs (h)(1) (i) through (vi) of this section for each worker and shall make the records available for inspection and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

(i) Name, address, and social security number.

(ii) The worker's occupation(s) or classification(s).

(iii) The rate or rates of wages paid.

(iv) The number of daily and weekly hours worked by each worker.

(v) Any deductions made; and

(vi) Total wages paid.

(2) The contractor shall also make available a copy of the contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR part 10 and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct investigations, including interviewing workers at the worksite during normal working hours.

(5) Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulations; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.

i. The contractor (as defined in 29 CFR 10.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

j. Certification of Eligibility.

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

k. Tipped employees. In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C. 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the contractor must increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the employee equal the applicable minimum wage under Executive Order 13658. To utilize this proviso:

(1) The employer must inform the tipped employee in advance of the use of the tip credit;

(2) The employer must inform the tipped employee of the amount of cash wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;

(3) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received); and

(4) The employer must be able to show by records that the tipped employee receives at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

l. Antiretaliation. It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR part 10, or has testified or is about to testify in any such proceeding.

m. Disputes concerning labor standards. Disputes related to the application of Executive Order 13658 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 10. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

n. Notice. The contractor must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

o. If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the

United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

23. PAID SICK LEAVE REQUIREMENT (EXECUTIVE ORDER 13706)

Any reference in this section to "prime contractor" or "contractor" shall mean the Lessee and any reference to "contract" shall refer to the Lease.

a. Executive Order 13706. This contract is subject to Executive Order 13706, the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order, and the following provisions.

b. Paid Sick Leave.

(1) The contractor shall permit each employee (as defined in 29 CFR 13.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship that may be alleged to exist between the contractor and employee, to earn not less than 1 hour of paid sick leave for every 30 hours worked. The contractor shall additionally allow accrual and use of paid sick leave as required by Executive Order 13706 and 29 CFR part 13. The contractor shall in particular comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract.

(2) The contractor shall provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account. The contractor shall provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken.

(3) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the requirements of Executive Order 13706, 29 CFR part 13, and this clause.

c. Withholding. The contracting officer shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of Executive Order 13706, 29 CFR part 13, or this clause,

including any pay and/or benefits denied or lost by reason of the violation; other actual monetary losses sustained as a direct result of the violation, and liquidated damages.

d. Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to comply with Executive Order 13706, 29 CFR part 13, or this clause, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

e. The paid sick leave required by Executive Order 13706, 29 CFR part 13, and this clause is in addition to a contractor's obligations under the Service Contract Act and Davis-Bacon Act, and a contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of Executive Order 13706 and 29 CFR part 13.

f. Nothing in Executive Order 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under Executive Order 13706 and 29 CFR part 13.

g. Record keeping.

(1) Any contractor performing work subject to Executive Order 13706 and 29 CFR part 13 must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the information specified in paragraphs (i) through (xv) of this section for each employee and shall make them available for inspection, copying, and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

- (i)** Name, address, and Social Security number of each employee;
- (ii)** The employee's occupation(s) or classification(s);
- (iii)** The rate or rates of wages paid (including all pay and benefits provided);
- (iv)** The number of daily and weekly hours worked;

- (v) Any deductions made;
- (vi) The total wages paid (including all pay and benefits provided) each pay period;
- (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2);
- (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests;
- (ix) Dates and amounts of paid sick leave taken by employees (unless a contractor's paid time off policy satisfies the requirements of Executive Order 13706 and 29 CFR part 13 as described in § 13.5(f)(5), leave must be designated in records as paid sick leave pursuant to Executive Order 13706);
- (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3);
- (xi) Any records reflecting the certification and documentation a contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee;
- (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave;
- (xiii) The relevant covered contract;
- (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave; and
- (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve a contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2)(i) If a contractor wishes to distinguish between an employee's covered and non-covered work, the contractor must keep records or other proof reflecting such distinctions. Only if the contractor adequately segregates the employee's time will time spent on non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if that contractor adequately segregates the employee's time may a contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform non-covered work during the time she asked to use paid sick leave.

(ii) If a contractor estimates covered hours worked by an employee who performs work in connection with covered contracts pursuant to 29 CFR 13.5(a)(i) or (iii), the contractor must keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. If a contractor estimates the amount of time an employee spends performing in connection with covered contracts, the contractor must permit the employee to use her paid sick leave during any work time for the contractor.

(3) In the event a contractor is not obligated by the Service Contract Act, the Davis-Bacon Act, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the FLSA's minimum wage and overtime requirements, and the contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the contractor is excused from the requirement in paragraph (1)(d) of this section to keep records of the employee's number of daily and weekly hours worked.

(4)(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of Executive Order 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents must also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41CFR60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the contractor's record keeping obligations, if any, under the Davis-Bacon Act, the Service

Contract Act, the Fair Labor Standards Act, the Family and Medical Leave Act, Executive Order 13658, their respective implementing regulations, or any other applicable law.

h. The contractor (as defined in 29 CFR 13.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts.

i. Certification of Eligibility.

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5,12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts currently maintained on the System for Award Management Web site, <http://www.SAM.gov>.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

j. Interference/Discrimination.

(1) A contractor may not in any manner interfere with an employee's accrual or use of paid sick leave as required by Executive Order 13706 or 29 CFR part 13. Interference includes, but is not limited to, miscalculating the amount of paid sick leave an employee has accrued, denying or unreasonably delaying a response to a proper request to use paid sick leave, discouraging an employee from using paid sick leave, reducing an employee's accrued paid sick leave by more than the amount of such leave used, transferring an employee to work on non-covered contracts to prevent the accrual or use of paid sick leave, disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave, or making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the contractor's operational needs.

(2) A contractor may not discharge or in any other manner discriminate against any employee for:

(i) Using, or attempting to use, paid sick leave as provided for under Executive Order 13706 and 29 CFR part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under Executive Order 13706 and 29 CFR part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under Executive Order 13706 and 29 CFR part 13; or

(iv) Informing any other person about his or her rights under Executive Order 13706 and 29 CFR part 13.

k. Waiver. Employees cannot waive, nor may contractors induce employees to waive, their rights under Executive Order 13706, 29 CFR part 13, or this clause.

l. Notice. The contractor must notify all employees performing work on or in connection with a covered contract of the paid sick leave requirements of Executive Order 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

m. Disputes concerning labor standards. Disputes related to the application of Executive Order 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

THIS LICENSE is not subject to Title 10, United States Code, Section 2662, as amended.

[THIS SECTION LEFT BLANK INENTIONALLY]

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this _____ day of _____, _____.

TERRY D. RUPE
CHIEF, REAL ESTATE
REAL ESTATE CONTRACTING OFFICER

THIS LICENSE is also executed by the Grantee this 9th day of January, 2033.

PITTSBURG COUNTY BOARD OF COMMISSIONERS:



SIGNATURE

Charlie Rogers

PRINTED NAME

District 1 Commissioner

TITLE

918-423-1338

PHONE NUMBER

CERTIFICATE OF AUTHORITY

I, Hope Trammell, certify that I am the County Clerk
(Name) (Secretary or Attesting Officer)

Pittsburg County Board
of the of Commissioners named as grantee/lessee/licensee herein;
(Agency Name)

that Charlie Rogers, who signed this Agreement on behalf
(Officer Name)

Pittsburg County Board
of said of Commissioners, was then District 1 Commissioner
(Agency Name) (Officer Title)

of the Agency; and that said Agreement was duly signed for and on behalf of

Pittsburg County Board
the of Commissioners, by authority of its governing body and is
(Agency Name)

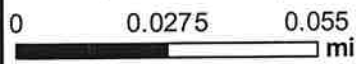
within the scope of its statutory powers.

Signed, Hope Trammell
Secretary or Attesting Officer



(The person that signed the attached instrument cannot sign Certificate)

This form certifies that the person signing the attached instrument has the authority to do so. The signature of the Secretary/Attesting Officer and the Individual signing the attached instrument cannot be the same.



Legend	
	Outgranted Area
	Gov Easements
	Gov Fee Lands



Map Projection: WGS 1984 Web Mercator (Auxiliary Sphere)

Contract Number: DACW56-3-23-042

Location Description: A strip, piece, or parcel of land approximately 490 feet in width and 396 feet in length, serving a boat ramp, and located in the NE1/4, Section 9, T8N, R16E, Pittsburg County, Oklahoma. Containing 1.75 acre, more or less.

Service Layer Credits: Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user
 While the United States Army Corps of Engineers, (hereinafter referred to as USACE) has made a reasonable effort to insure the accuracy of the maps and associated data, it should be explicitly noted that USACE makes no warranty, representation or guaranty, either express or implied, as to the content, sequence, accuracy, timeliness or completeness of any of the data provided herein. The U SACE, its officers, agents, employees, or servants shall assume no liability of any nature for any errors, omissions, or inaccuracies in the information provided regardless of how caused.



U.S. Army Corps of Engineers®
Tulsa District

EXHIBIT Exhibit A

Date Created: 11/21/2022

**REQUEST FOR GRANTEE
SOCIAL SECURITY NUMBER AND/OR TAXPAYER IDENTIFICATION NUMBER**

Nature of Outgrant: License
(EASEMENT, LEASE, LICENSE, PERMIT, RIGHT OF WAY, ETC.)

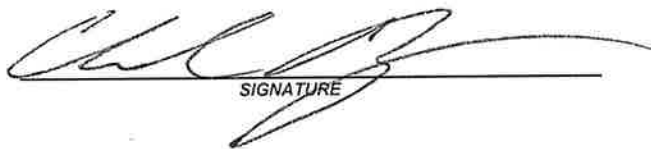
Number of Outgrant: DACW56-3-23-042

Name of Grantee: Pittsburg County Board of Commissioners
(PRINT NAME)

Address of Grantee: 115 E Carl Albert Pkwy
McAlester, OK 74501

Grantee's Social Security Number: _____

Grantee's Taxpayer Identification Number: 73-6006407


SIGNATURE

1/9/2023
DATE

PRIVACY ACT STATEMENT

Purpose of Form: This information is mandatory under the Debt Collection Improvement Act of 1996, Public Law 104-134, April 26, 1996, 110 Stat 1321-358. The head of each Federal Agency must require each person doing business with that agency to furnish to that agency such person's taxpayer identification number. The agency intent is to use such number for purposes of collecting and reporting on any delinquent amounts arising out of such person's relationship with the Government. OMB Circular A-129, App. A, part V, and DOD Financial Regulation 7000.14-R, Vol. 4, chapter 3, states that any close-out of accounts receivable procedures will include reporting the close-out amount on IRS Form 1099-C. IRS Form 1099-C is an income form which requires a taxpayer identification number and means that the agency will report the uncollectible debt to IRS as income to the person who failed to pay the uncollectible debt owed to the agency under the outgrant. The 1099-C reports the uncollectible debt as income to the debtor, which may be taxable at the debtor's current tax rate. Failure to provide this information may result in your outgrant request being denied.

U.S. Army Corps of Engineers, Tulsa District



Board of County Commissioners, Pittsburg County

*Charlie Rogers
District #1*

*Kevin Smith
District #2*

*Ross Selman
District #3*

January 9, 2023

Red Earth Energy
401 North University Dr.
PMB 244
Edmond, OK 73034

RE: Letter support wind farm in Pittsburg County, Oklahoma

To Whom It May Concern,

Please accept this letter of support on behalf of the Pittsburg County Board of Commissioners for the research and possible development of the South Canadian wind farm in northwest Pittsburg County.

Pittsburg County Supports development of sustainable energy and supports the revenue that will ultimately provide additional funds for our public schools and our county in general.

Should you have any questions, please feel free to contact our office at your convenience.

Sincerely,

Charlie Rogers
Chairman
Board of County Commissioners

RESOLUTION

23-173

The Board of County Commissioners of Pittsburg County met in regular session on January 9, 2023.

WHEREAS, Pittsburg County Asphalt Plant issued the following Purchase Orders:

Purchase Order 4566 to Dolese, dated November 14, 2022, in the amount of \$4,975.00 for #4 Screenings

Purchase Order 1780 to Ahern Industries, Inc., dated August 23, 2022 in the amount of \$1,400.00 for Silo Paddles.


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

NOW THEREFORE BE IT RESOLVED, the Board of County Commissioners of Pittsburg County does hereby cancel Purchase Order 4566 and 1780.

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


CHAIRMAN


MEMBER


MEMBER

ATTEST:


COUNTY CLERK



RESOLUTION

NO. 23-174

The Board of County Commissioners, Pittsburg County, Met in regular session Monday, January 9th, 2023.

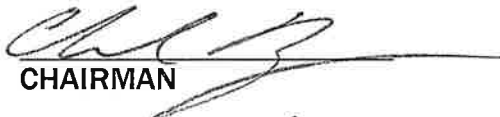
WHEREAS, the **SHERIFF'S OFFICE** wishes to cancel the following Purchase Orders

4438 to Barlow Built Performance dated November 9th, 2022 in the amount of \$686.60 for Auto Repair.

5706 to Bob Barker Company dated December 27th, 2022 in the amount of \$921.58 for Inmate Clothing.

WHEREAS, the purchase orders were duplicated, therefore they are no longer needed.

THEREFORE BE IT RESOLVED, Pittsburg County Commissioners do hereby cancel Purchase Orders 4438 and 5706 for FY 2022-2023.



CHAIRMAN


MEMBER


MEMBER



ATTEST:


COUNTY CLERK

RESOLUTION

NO. 23-175

The Board of County Commissioners, Pittsburg County, Met in regular session
Monday, January 9th, 2023.

WHEREAS, the **EMERGENCY MANAGEMENT** wishes to cancel the following Purchase
Order

3977 to United Rentals dated October 27th, 2022 in the amount of \$715.98 for
Forklift Rental.

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 3977 for FY 2022-2023.


CHAIRMAN


MEMBER


MEMBER



ATTEST:


COUNTY CLERK

RESOLUTION
NO. 23-176

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, January 9, 2023.

WHEREAS, Pittsburg County has been issued a check from Welch State Bank as an overpayment on the lease purchase of a LeeBoy Paver. The check is to be deposited in the amount of \$914.14 into the following account.

FUND	ACCOUNT	AMOUNT
Highway Sales Tax	1313-6-8041-4130	\$914.14

WHEREAS, Pittsburg County District #1 requests that the Board of County Commissioners approve this transaction of the deposit into the respective account.

THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Pittsburg County do hereby approve the deposit of \$914.14 from Welch State Bank.

ATTEST:




CHAIRMAN


VICE-CHAIRMAN


MEMBER


COUNTY CLERK

OFFICIAL CHECK

96518

86-494/1031

Welch State Bank/ Over payment on

REMITTER LN#60762

PAY TO THE ORDER OF Pittsburgh County

DATE December 20, 2022

\$ 914.14*****

WELCH STATE BANK 914 DORS I 4 CTS

TWO SIGNATURES REQUIRED OVER \$1,000.00



WELCH STATE BANK
www.welchstatebank.com

Dorra Grandley

AUTHORIZED SIGNATURE

MP

SECURESTAR

BID NO. 13

LABOR MATERIALS TO INSTALL INSULATION

BID RECORD		insulation installation								
Dept: BOCC			start date	completi on date						
REQ: _____										
DATE: _____										
Opened 1/9/2023										
Brazos Urethane	\$419,360.00							30 days	60 days	
Jim Cooley Construction	\$253,650.00							2/1/2023		
MOFO Insulation	\$283,565.00							na		
JGS Construction	\$267,679.00							20 days	45 days	
Energy Solutions LLC	\$220,245.00							today	30 days	

"Amended"
RESOLUTION
23-166

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, January 9, 2023.

WHEREAS, On November 1, 2021, House Bill 1064 became law in the State of Oklahoma. HB 1064 is in reference to the salaries of county officials.

WHEREAS, on October 12, 2022, the Chairman of the Board of County Commissioners received guidance from our District Attorney, Chuck Sullivan, regarding pay raises for elected officials and the new state laws regarding salaries and pay adjustments.

WHEREAS, after further review and consultations with other District Attorneys across the state, DA Sullivan has amended his opinion on this issue. The District Attorney has official withdrawn his previous opinion and now has the opinion that elected officials taking office on January 1, 2023 shall receive the serviceability and basic salary adjustment beginning at the start of their term, this includes the County Assessor, District 1 Commissioner and District 3 Commissioner. His opinion also states that the County Treasurer shall receive her serviceability and basic salary adjustment beginning on July 1, 2023 at the beginning of her term.

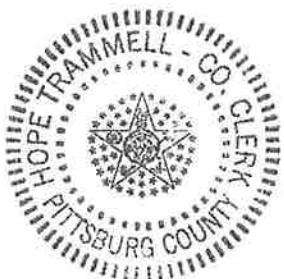
WHEREAS, the remaining elected officials shall not be eligible to receive their serviceability and basic salary adjustment until the beginning of their new term which will be January 1, 2025. This includes the District 2 Commissioner, County Clerk, Court Clerk and County Sheriff.

WHEREAS, during a special meeting of the Pittsburg County Elected Officials, the elected officials unanimously approved setting the base salary amount at \$49,500.00

THEREFORE, BE IT RESOLVED, in accordance with the opinion of the District Attorney Chuck Sullivan, that the County Assessor, District 1 Commissioner and District 3 Commissioner shall receive their serviceability and basic salary adjustment beginning January 1, 2023, the County Treasurer beginning July 1, 2023 and the District 2 Commissioner, County Clerk, Court Clerk and County Sheriff beginning January 1, 2025 with the base salary set at \$49,500.00

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:



CHAIRMAN

VICE-CHAIRMAN

MEMBER

COUNTY CLERK

District Attorney
Charles B. "Chuck" Sullivan

Assistant District Attorneys
Adam R. Scharn, First Assistant
Cheyenne Miller
James Green



Pittsburg County Courthouse
109 East Carl Albert Parkway
McAlester, OK 74501
PHONE (918) 423-1324
FAX (918) 423-8575

Haskell County Courthouse
202 East Main Street
Stigler OK 74462
Phone (918) 967-4648
Fax (918) 967-2443

OFFICE OF DISTRICT ATTORNEY
District 18
State of Oklahoma

Board of County Commissioners
Haskell County
202 E Main St. #8
Stigler, OK 74462

December 28, 2022

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

Re: Officer Salary Increases

Dear Commissioners,

Recently I issued a letter (DA Letter Dated August 31, 2022) regarding Officer Salary pay increases and when they were to go into effect. Since that time I have discussed my opinion with other elected District Attorneys throughout the state. In these discussions we have been able to distinguish the difference in case law and Attorney General Opinions I used in arriving at my opinion.

As a result of these discussions, and in the interest of correctness I am officially withdrawing my August 31, 2022 opinion and do hereby replace it with the following advice: Only officers who are elected or re-elected this year can receive the increase beginning on January 1, 2023 (for Treasurers July 1, 2023). Officers who are not up for re-election would not be eligible for serviceability or basic salary adjustments until the beginning of their terms in 2025. My apologies for the confusion.

To help clarify this correction, I have attached a letter from Assistant Attorney General Ethan Shaner to Oklahoma Representative Brad Boles and Oklahoma Senator Chris Kidd which helps to further clarify the issue.

Sincerely,

A handwritten signature in black ink, appearing to be "Charles B. Sullivan", written over a horizontal line.

Charles B. "Chuck" Sullivan
District Attorney, District 18
Pittsburg & Haskell Counties
109 E Carl Albert Parkway
McAlester, OK 74501



OFFICE OF ATTORNEY GENERAL
STATE OF OKLAHOMA

December 17, 2021

The Honorable Brad Boles
Oklahoma House of Representatives, District 51
2300 N. Lincoln Boulevard, Room 244
Oklahoma City, OK 73105

The Honorable Chris Kidd
Oklahoma State Senate, District 31
2300 N. Lincoln Boulevard, Room 420
Oklahoma City, OK 73105

Re: Attorney General Opinion Request – Internal Tracking No. X-15

Dear Representative Boles and Senator Kidd:

I am writing with regard to your letter requesting an official Attorney General Opinion in which you asked about changes to the statute governing salary adjustments for county officers pursuant to House Bill 1064 (“HB 1064”), which became effective on November 1, 2021. In effect, you asked whether a board of county commissioners (“board”) may implement a salary adjustment under the new law and have the adjustment take effect during an officer’s term of office without violating Article XXIII, Section 10 of the Oklahoma Constitution.

I initially responded to your request by letter dated October 26, 2021 (copy enclosed), in which I explained that the answer was relatively straightforward as a legal matter, but also fact-dependent based on each officer’s proposed salary adjustment. Since that time, I have received input from the offices of several District Attorneys. Having considered their comments, I am providing this updated analysis, which impacts my conclusion solely as to salary adjustments based on serviceability calculations.

BACKGROUND

A. The County Salary Act.

Prior to HB 1064, Sections 180.58 through 180.68 and Sections 180.71 through 180.83 of Title 19 (collectively, the “Salary Act”) set forth comprehensive procedures governing the salaries of county officers.¹ The Salary Act set a basic annual salary range for all county officers at no less

¹ Formerly, Sections 180.58–180.68 applied to counties that do not exempt certain personal property from ad valorem taxation, while Sections 180.71–180.83 applied to counties that do. For the purposes of this letter, however, the salary procedures are comparable for all counties and any differences are not relevant to your request. Moreover, HB 1064 repealed Sections 180.71–180.83 effective November 1, and all counties will be subject to the salary provisions of Sections 180.58–180.68. See 2021 Okla. Sess. Laws ch. 65, §§ 1, 6.

than \$19,000 and no more than \$44,500. 19 Supp.2020, § 180.62(A). On top of the basic salary, the Salary Act provided for salary adjustments based on two measures known as “serviceability” and “service load.” See 19 O.S.2011, § 180.63.² The Salary Act allowed the board discretion to increase county officer salaries based on the serviceability adjustment, but mandated service-load adjustments. *Id.* These provisions—and their interaction with Article XXIII, Section 10—are addressed in more detail in Attorney General Opinion 2020-6 (copy enclosed).

B. House Bill 1064.

Enacted in the 2021 legislative session, HB 1064 made several changes to the Salary Act effective November 1. See 2021 Okla. Sess. Laws ch. 65. *First*, it increased the maximum basic salary for county officers from \$44,500 to \$49,500. *Id.* § 3. *Second*, it made salary adjustments based on serviceability mandatory rather than discretionary. *Id.* § 4. *Third*, it changed the statutory calculation for serviceability adjustments. *Id.* §§ 1, 4. And *fourth*, it changed the effective date for serviceability and service-load adjustments under the Salary Act from January 1 to July 1. *Id.* § 5.

C. Constitutional Restrictions on Salary Increases for County Officers.

Article XXIII, Section 10 of the Oklahoma Constitution imposes restrictions as to the timing of salary increases (or decreases) for public officials, providing in pertinent part:

Except wherein otherwise provided in this Constitution, in no case shall the salary or emoluments of any public official be changed after his election or appointment, or during his term of office, unless by operation of law enacted prior to such election or appointment . . .

As it pertains to your question, this provision forbids an increase in the salary of a county officer that takes effect at any point during his or her term, beginning with the date of election or appointment, unless that increase occurs by operation of law *enacted before* the officer was elected. See *Barton v. Derryberry*, 1972 OK 116, ¶ 6, 500 P.2d 281, 282.

ANALYSIS

You have asked whether a board of county commissioners may lawfully institute a salary adjustment for county officers after the November 1 effective date of HB 1064, with the adjustment taking effect during the officers’ term of office. There are three ways to implement a salary adjustment under the Salary Act: (1) an adjustment to the basic salary under Section 180.62, (2) the serviceability adjustment under Section 180.63(A), and (3) the service-load adjustment under Section 180.63(B). I will address each in order.

² Serviceability is based on a county’s ad valorem tax base. Prior to HB 1064, it was defined as “the net valuation of all tangible taxable property of the county[.]” see 19 O.S.2011, § 180.58(C), measured from “the county assessor’s certificate of such valuations as filed with the excise board of the county for purpose of computation of ad valorem tax levies of each year . . .” *Id.* § 180.59. Service load is simply the county’s population, as determined by the most recent Federal Decennial Census. *Id.* § 180.60.

An adjustment to a county officer's basic salary—including an increase to more than \$44,500, which is permitted now that HB 1064 has taken effect—is purely within the board's discretion. *See* 19 O.S.2021, § 180.62(B).³ Section 180.62 simply sets forth the range of basic salaries. Adjustments within that range, which are not based on serviceability or service-load calculations, do not come about “by operation of law.” *Cf. United States v. Seattle-First Nat'l Bank*, 321 U.S. 583, 587–88 (1944) (determining transfer of securities to be “wholly by operation of law” if the mechanism of transfer “is entirely statutory, effecting an automatic transfer without any voluntary action by the parties”). Nothing in HB 1064 changes this conclusion. And because an adjustment to an officer's *basic salary* is purely discretionary, it *cannot* take effect during the officer's term of office.

Attorney General Opinion 2020-6 concluded that serviceability adjustments come about by operation of law, namely Section 180.63(A), which was enacted prior to the election or appointment of any county officers then serving.⁴ 2020 OK AG 6, ¶¶ 12, 15. As mentioned above, HB 1064 amended Section 180.63(A) in two ways—by making serviceability adjustments mandatory, and by changing the calculation for those adjustments. For counties that have not included serviceability adjustments in the past, but are now required to by this amendment, such adjustments will come about by operation of law enacted *during the term* of any currently-serving county officers. Similarly, salary adjustments that are based solely on going from the old serviceability formula to the new one also come about by operation of law enacted during the current term of office. As such, these salary adjustments based on serviceability *cannot* take effect during a currently-serving county officer's term of office.⁵

Attorney General Opinion 2020-6 also concluded that service-load adjustments come about by operation of law. This conclusion is well-established, *see* 2020 OK AG 6, ¶ 8 (citations omitted), and HB 1064 did not make any changes to the amounts or mechanism of such adjustments. Accordingly, salary adjustments based on service load under Title 19, Section 180.63(B) *may* take effect during a county officer's term of office.

Finally, as noted above, HB 1064 changes the effective date for serviceability and service-load adjustments under the Salary Act from January 1 to July 1, 2021 Okla. Sess. Laws ch. 65, § 5. Thus, if a board makes such adjustments to county officer salaries after November 1, those adjustments cannot take effect until July 1, 2022 at the earliest, subject to the constitutional limitations discussed herein.

³ In counties that have adopted the County Budget Act, this duty falls to the members of the county's budget board. *See* 19 O.S.Supp.2020, § 180.62(B). Because you have asked specifically about salary decisions made by a board of county commissioners, this letter refers only to that body.

⁴ The Salary Act groups county officers into two categories: (1) “enforcement officers,” which include the sheriff, treasurer, county clerk, court clerk, assessor, and county commissioners, and (2) all “[o]ther elective county officers.” 19 O.S.2011, § 180.61. Serviceability adjustments are allowable only for enforcement officers. *Id.* § 180.63.

⁵ This conclusion means that county officers elected or appointed after November 1, 2021 must receive salary adjustments based on the serviceability formula set forth in HB 1064, while those currently in office on that date are not eligible for the same salary adjustment until a new term begins. *See generally Presley v. Bd. of Cty. Comm'rs of Okla. Cty.*, 1999 OK 45, 981 P.2d 309 (holding that differential treatment of newly elected officials and those currently in office that results from the application of Article XXIII, Section 10 does not violate equal protection guarantees).

As with my initial letter, I would like to be clear that the legal analysis and conclusions reached in this letter are my own and not a formal opinion of the Attorney General. If you have any questions or concerns regarding the foregoing, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ethan Shaner', with a long horizontal flourish extending to the right.

ETHAN SHANER
ASSISTANT ATTORNEY GENERAL



OFFICE OF ATTORNEY GENERAL
STATE OF OKLAHOMA

October 26, 2021

The Honorable Brad Boles
Oklahoma House of Representatives, District 51
2300 N. Lincoln Boulevard, Room 244
Oklahoma City, OK 73105

The Honorable Chris Kidd
Oklahoma State Senate, District 31
2300 N. Lincoln Boulevard, Room 420
Oklahoma City, OK 73105

Re: Attorney General Opinion Request – Internal Tracking No. X-15

Dear Representative Boles and Senator Kidd:

I am responding to your letter requesting an official Attorney General Opinion in which you ask about salary adjustments for county officers once House Bill 1064 (“HB 1064”) becomes effective on November 1, 2021. In effect, you ask whether a Board of County Commissioners (“Board”) may implement a salary adjustment under the new law and have the adjustment take effect during an officer’s term of office without violating Article XXIII, Section 10 of the Oklahoma Constitution. I am responding to your request by letter rather than official Attorney General Opinion because the answer is relatively straightforward as a legal matter, but also will depend on facts specific to each officer’s proposed salary adjustment.

BACKGROUND

A. The County Salary Act.

Sections 180.58 through 180.68 and Sections 180.71 through 180.83 of Title 19 (collectively, the “Salary Act”) set forth comprehensive procedures governing the salaries of county officers.¹ In its current form, the Salary Act sets a basic annual salary range for all county officers at no less than \$19,000 and no more than \$44,500. 19 O.S.Supp.2020, § 180.62(A). On top of the basic salary, the Salary Act provides for salary adjustments based on two measures known as “serviceability” and “service load.” See 19 O.S.2011, § 180.63.² Currently, the Salary Act allows the Board discretion to increase county officer salaries based on the serviceability adjustment, but mandates

¹ Under current law, Sections 180.58–180.68 apply to counties that do not exempt certain personal property from ad valorem taxation, while Sections 180.71–180.83 apply to counties that do. For the purposes of this letter, however, the salary procedures are comparable for all counties and any differences are not relevant to your request. Moreover, HB 1064 repeals Sections 180.71–180.83 effective November 1, and all counties will be subject to the salary provisions of Sections 180.58–180.68. See 2021 Okla. Sess. Laws ch. 65, §§ 1, 6.

² Serviceability is based on a county’s ad valorem tax base. Under current law, it is defined as “the net valuation of all tangible taxable property of the county[.]” see 19 O.S.2011, § 180.58(C), measured from “the county assessor’s certificate of such valuations as filed with the excise board of the county for purpose of computation of ad valorem tax levies of each year” *Id.* § 180.59. Service load is simply the county’s population, as determined by the most recent Federal Decennial Census. *Id.* § 180.60.

service-load adjustments. *Id.* These provisions—and their interaction with Article XXIII, Section 10—are addressed in more detail in Attorney General Opinion 2020-6 (copy enclosed).

B. House Bill 1064.

Enacted in the 2021 legislative session, HB 1064 makes several changes to the Salary Act effective November 1. *See* 2021 Okla. Sess. Laws ch. 65. *First*, it increases the maximum basic salary for county officers from \$44,500 to \$49,500. *Id.* § 3. *Second*, it makes salary adjustments based on serviceability mandatory rather than discretionary. *Id.* § 4. *Third*, it changes the statutory calculation for serviceability adjustments. *Id.* §§ 1, 4. And *fourth*, it changes the effective date for serviceability and service-load adjustments under the Salary Act from January 1 to July 1. *Id.* § 5.

C. Constitutional Restrictions on Salary Increases for County Officers.

Article XXIII, Section 10 of the Oklahoma Constitution imposes restrictions as to the timing of salary increases (or decreases) for public officials, providing in pertinent part:

Except wherein otherwise provided in this Constitution, in no case shall the salary or emoluments of any public official be changed after his election or appointment, or during his term of office, unless by operation of law enacted prior to such election or appointment

As it pertains to your question, this provision forbids an increase in the salary of a county officer that takes effect at any point during his or her term, beginning with the date of election or appointment, unless that increase occurs by operation of law enacted before the officer was elected. *See Barton v. Derryberry*, 1972 OK 116, ¶ 6, 500 P.2d 281, 282.

ANALYSIS

You have asked whether a board of county commissioners may lawfully institute a salary adjustment for county officers after the November 1 effective date of HB 1064, with the adjustment taking effect during the officers' term of office. There are three ways to implement a salary adjustment under the Salary Act: (1) an adjustment to the basic salary under Section 180.62, (2) the serviceability adjustment under Section 180.63(A), and (3) the service-load adjustment under Section 180.63(B). I will address each in order.

An adjustment to a county officer's basic salary—including an increase to more than \$44,500, which will be allowed once HB 1064 becomes effective—is purely within the Board's discretion. *See* 19 O.S.2021, § 180.62(B).³ Section 180.62 simply sets forth the range of basic salaries. Adjustments within that range, which are not based on serviceability or service-load calculations, do not come about "by operation of law." *Cf. United States v. Seattle-First Nat'l Bank*, 321 U.S. 583, 587–88 (1944) (determining transfer of securities to be "wholly by operation of law" if the mechanism of transfer "is entirely statutory, effecting an automatic transfer without any voluntary action by the parties"). Nothing in HB 1064 changes this conclusion. And because an adjustment

³ In counties that have adopted the County Budget Act, this duty falls to the members of the county's Budget Board. *See* 19 O.S.Supp.2020, § 180.62(B). Because you have asked specifically about salary decisions made by a Board of County Commissioners, this opinion refers only to that body.

to an officer's basic salary is purely discretionary, it cannot take effect during the officer's term of office.

Attorney General Opinion 2020-6 concluded that serviceability adjustments come about by operation of law, namely Section 180.63(A), which was enacted prior to the election or appointment of any currently-serving county officers.⁴ 2020 OK AG 6, ¶¶ 12, 15. HB 1064 makes this conclusion even more clear by requiring—instead of allowing—the Board to make the serviceability adjustment. *See* 2021 Okla. Sess. Laws ch. 65, § 4. As such, salary adjustments based on serviceability under Title 19, Section 180.63(A) may take effect during a county officer's term of office.⁵

Attorney General Opinion 2020-6 also concluded that service-load adjustments come about by operation of law. This conclusion is well-established, *see* 2020 OK AG 6, ¶ 8 (citations omitted), and HB 1064 did not make any changes to the amounts or mechanism of such adjustments. Accordingly, salary adjustments based on service load under Title 19, Section 180.63(B) may take effect during a county officer's term of office.

Finally, as noted above, HB 1064 changes the effective date for serviceability and service-load adjustments under the Salary Act from January 1 to July 1. 2021 Okla. Sess. Laws ch. 65, § 5. Thus, if a Board wishes to make such adjustments to county officer salaries after November 1, those adjustments cannot take effect until July 1, 2022.

I would like to be clear that the legal analysis and conclusions reached in this letter are my own and not a formal opinion of the Attorney General. If you have any questions or concerns regarding the foregoing, please do not hesitate to contact me.

Sincerely,



ETHAN SHANER
ASSISTANT ATTORNEY GENERAL

⁴ The Salary Act groups county officers into two categories: (1) "enforcement officers," which include the sheriff, treasurer, county clerk, court clerk, assessor, and county commissioners, and (2) all "[o]ther elective county officers." 19 O.S.2011, § 180.61. Serviceability adjustments are allowable only for enforcement officers. *Id.* § 180.63.

⁵ It is worth noting that HB 1064 also increases the serviceability factor from *net* valuation of tangible taxable property in the county (*i.e.*, total valuation less homestead exemptions) to *gross* valuation of all such property. *See* 2021 Okla. Sess. Laws ch. 65, §§ 1, 4. This affects only the amount of a serviceability adjustment. It does not affect our conclusion that such adjustments come about by operation of Section 180.63.



Question Submitted by: The Honorable Angela Marsee, District Attorney, District 2

2020 OK AG 6

Decided: 03/13/2020

Oklahoma Attorney General Opinions

Cite as: 2020 OK AG 6, ___

¶10 This office has received your request for an official Attorney General Opinion in which you ask, in effect, the following questions:

1. In a county governed by the salary provisions of 19 O.S.2011 & Supp.2019, §§ 180.58--180.68, and whose officers currently receive a salary at or above the minimum authorized by 19 O.S.Supp.2019, § 180.62, may the board of county commissioners institute a pay raise for county officers within the range provided in 19 O.S.2011, § 180.63 that will take effect *during* the officers' term of office without violating OKLA. CONST. art. XXIII, § 10?

2. If the pay raise in Question #1 does not violate OKLA. CONST. art. XXIII, § 10, and a board of county commissioners instituted a pay raise effective July 1, 2019 but delayed its implementation pending resolution of Question #1, are the recipients of the pay raise entitled to the increased salary owed since July 1?

I.

BACKGROUND

A. The County Salary Act.

¶11 In Title 19, Sections 180.58 through 180.68 of the Oklahoma Statutes (the "Salary Act"), the Legislature set forth comprehensive procedures governing the salaries of county officers that serve counties in Oklahoma that do not exempt personal property from taxation under Article X, Section 6 of the Oklahoma Constitution.¹ See 19 O.S.2011, §§ 180.58, 180.67. The purpose of the Salary Act is to establish "salaries and wages of county officers . . . by general law applicable throughout the state under a uniform schedule fixing such salaries and wages *and future increases and reductions thereof.*" *Id.* § 180.58(B) (emphasis added). Generally speaking, the salary schedule is based upon the scope and value of services the officer² performs and available revenues, as defined by two measures the Legislature has labeled "serviceability" and "service load." *Id.* § 180.58(C). Serviceability is "the net valuation of all tangible taxable property of the county", *id.*, measured from "the county assessor's certificate of such valuations as filed with the excise board of the county for purpose of computation of ad valorem tax levies of each year[.]" *Id.* § 180.59. Service load is simply the county's population, as determined by the most recent Federal Decennial Census. *Id.* § 180.60.

¶12 In its current form, the Salary Act sets a basic annual salary range for all county officers at no less than \$19,000 and no more than \$44,500. 19 O.S.Supp.2019, § 180.62(A).³ It is the duty of the Board of County Commissioners ("Board") to "set the salaries for all elected county officials within the limits allowed by law." *Id.* § 180.62(B).⁴ On top of the basic salary, Section 180.63 of the Salary Act provides for salary increases based on serviceability and service load. Under the serviceability factor, the Board *may* increase the salary of the county's "enforcement officers" according to the following formula:

A. To the basic salary:

1. Add the product of One Hundred Dollars (\$100.00) times each One Million Dollars (\$1,000,000.00) net valuation, or major fraction thereof until a net valuation of Seventy-five Million Dollars (\$75,000,000.00) is reached;

2. Thereafter add the product of One Hundred Dollars (\$100.00) times each additional Five Million Dollars (\$5,000,000.00) net valuation, or major fraction thereof until a net valuation of Five Hundred Million Dollars (\$500,000,000.00) is reached;

3. Thereafter add the product of One Hundred Twenty-five Dollars (\$125.00) times each additional Seven Million Dollars (\$7,000,000.00) net valuation, or major fraction thereof until a net valuation of Two Billion Dollars (\$2,000,000,000.00) is reached;

4. Thereafter as to all additional net valuation add the product of One Hundred Twenty-five Dollars (\$125.00) times each additional Twenty Million Dollars (\$20,000,000.00) net valuation, or major fraction thereof.

Id. § 180.63.5 Under the service load factor, the Board **shall** increase the salary of **all** county officers pursuant to the following:

B. Also, the salary of each county officer **shall be additionally increased** from the basic salary named in Section 180.62 of this title, and the additions thereto heretofore provided in this section, for population or service load according to the following scale:

1. The product of Twelve Dollars and fifty cents (\$12.50) times each one thousand (1,000) population, or major fraction thereof until a population of seventy-five thousand (75,000) is reached; thereafter

2. The product of Twelve Dollars and fifty cents (\$12.50) times each additional five thousand (5,000) population, or major fraction thereof until a population of one hundred fifty thousand (150,000) is reached; thereafter add

3. The product of Twelve Dollars and fifty cents (\$12.50) times each additional ten thousand (10,000) population, or major fraction thereof.

Id. (emphasis added). The timing of salary increases approved by the Board under Section 180.63 is governed by Section 180.68 of the Salary Act:

The date on which changes in the salaries and rates of pay for county officers . . . under this act due to changes in population or valuation in any county shall take effect, shall be as of, **on and after the first day of January** based upon the population as shown by the latest Federal Decennial Census for the State of Oklahoma, and the total net assessed valuations of tangible properties for such year as shown by the official certificate which the county assessor files with the county excise board for the purpose of computing appropriations and levies for such current fiscal year.

Id. § 180.68 (emphasis added).6

B. Constitutional Restrictions on Salary Increases for County Officers.

¶3 Article XXIII, Section 10 of the Oklahoma Constitution imposes restrictions as to the timing of salary increases (or decreases) for public officials, providing in pertinent part:

Except wherein otherwise provided in this Constitution, in no case shall the salary or emoluments of any public official be changed after his election or appointment, **or during his term of office**, unless **by operation of law enacted prior** to such election or appointment[.]

OKLA. CONST. art. XXIII, § 10 (emphasis added).7 As it pertains to your question, Article XXIII, Section 10 forbids an increase in the salary of a county officer that takes effect at any point during his or her term, beginning with the date of election, unless that increase occurs by operation of law enacted before the officer was elected. See *Barton v. Derryberry*, 1972 OK 116, ¶ 6, 500 P.2d 281, 282 ("[T]he salary of an officer may be increased after his election or during his term of office where the law which operates to increase the salary was enacted prior to his election.").

¶4 The Oklahoma Supreme Court has explained the "important governmental concerns behind" Article XXIII, Section 10 in the following terms:

1) to establish definiteness and certainty in the salary pertaining to an office; 2) to take from public bodies the power to make gratuitous compensation to officers in addition to that established by law; 3) to establish the complete independence of the three branches of government; 4) to prevent office holders from using influence and position to secure salary increases after being elected; and 5) to insure that pay increases enacted at taxpayers' expense are for the benefit of the office and not a particular elected official.

Presley v. Bd. of Comm'rs, 1999 OK 45, ¶ 10, 981 P.2d 309, 313 (paraphrasing *State ex rel. Edmondson v. Oklahoma Corp. Comm'n*, 1998 OK 118, 971 P.2d 868). See also *Edwards v. Carter*, 1934 OK 46, ¶ 10, 29 P.2d 610, 611 (describing the "dual purpose" of Article XXIII, Section 10 as (1) "a pledge to the public officers that they would be compensated in a fixed sum during their term of office" and (2) "a protection to the people in preventing the increasing of the salaries of public officers through enthusiastic waves of popular approval of some public official").

II.

DISCUSSION

A. Salary adjustments implemented pursuant to Title 19, Section 180.63 may take effect during county officers' term of office without violating Article XXIII, Section 10.

¶5 Your questions involve a scenario in which elected county officers, paid a salary at or above the floor set forth in Section 180.62 of the Salary Act, receive salary increases pursuant to the terms of Section 180.63. This increase could be a result of the Board (i) instituting a **discretionary** pay raise based on an increase in the serviceability factor (*i.e.*, higher net valuation of tangible taxable property in the county); see 19 O.S.2011, § 180.63(A), or (ii) effecting a **mandatory** pay raise based on the service load factor (*i.e.*, an increase in the county's population); see *id.* § 180.63(B). See generally *Hess v. Excise Bd.*, 1985 OK 28, 698 P.2d 930 (differentiating discretionary and mandatory salary adjustments under Section 180.63(A) & (B)). You ask whether it would violate Article XXIII, Section 10 of the Oklahoma Constitution for the Board to implement these salary increases to take effect during the relevant officers' term of office.

¶6 As stated above, Article XXIII, Section 10 forbids "the salary or emoluments of any public official [to] be changed . . . during his term of office, unless by operation of law enacted prior to such election or appointment[.]" Thus, so long as a county officer's mid-term pay increase under Section 180.63(A) or 180.63(B) occurs by operation of law--and that law was enacted before the officer was elected--the pay increase does not violate the Constitution. Accordingly, the answer to your question depends on what it means for an officer's salary to "be changed . . . by operation of law."

¶7 The phrase "by operation of law" is not defined in the Constitution or in statute, nor does it have a plain and ordinary meaning. Rather, it is a legal term that refers to "the means by which a right or a liability is created for a party regardless of the party's intent." BLACK'S LAW DICTIONARY 1201 (9th ed. 2009); see also *U.S. v. Seattle-First Nat'l Bank*, 321 U.S. 583, 587-88 (1944) (determining transfer of securities to be "wholly by operation of law" if the mechanism of transfer "is entirely statutory, effecting an automatic transfer without any voluntary action by the parties").

¶8 Taking the latter provision first, it is clear that a mid-term salary increase implemented by the Board pursuant to Section 180.63(B) would be permitted under Article XXIII, Section 10. As explained above, following the release of the Federal Decennial Census, § "the salary of each county officer **shall be** additionally increased" from the basic salary set forth in Section 180.62, along with any adjustments under Section 180.63(A), based on the statutory formula. 19 O.S.Supp.2019, § 180.63(B) (emphasis added). The Board has no discretion in making this salary adjustment. See *Hess*, 1985 OK 28, ¶ 8, 698 P.2d at 933. Rather, the county's residents are counted in the census process, the population figure is released, and the formula is applied. No action by the Board is necessary besides submitting a budget to the excise board that contains the mandated salary adjustment. Thus, any such adjustment is a quintessential example of one that comes about by operation of law. See *Bd. of Comm'rs v. Mathews*, 1931 OK 38, ¶¶ 12-15, 296 P. 481, 482-83; *Bd. of Comm'rs v. Williams*, 1913 OK 539, ¶ 6, 135 P. 420, 422-23.

¶9 It is less clear from the text of Section 180.63(A) that salary adjustments under that provision come about by operation of law. As the Supreme Court stated in *Hess*, serviceability-based salary adjustments are committed to the Board's discretion. *Hess*, 1985 OK 28, ¶ 8, 698 P.2d at 933. If a public body must exercise its discretion to bring about a given outcome, it is debatable that the mechanism leading to that outcome "is entirely statutory," and occurs "without any voluntary action by the parties." *Seattle-First Nat'l Bank*, 321 U.S. at 588.

¶10 Nevertheless, the Oklahoma Supreme Court effectively answered this question in *State ex rel. Macy v. Board of County Commissioners of Oklahoma County*, 1999 OK 53, 986 P.2d 1130. The dispute in *Macy* involved the extent of the Board's authority to deny the request of a district attorney ("Macy") for a salary supplement where the Board had delegated its budget-related responsibilities to a county Budget Board under the County Budget Act. *Id.* ¶¶ 2-3, 986 P.2d at 1133-34. In the annual budgeting process, Macy requested a mid-term salary supplement, which the Commissioners voted to deny, but the Budget Board included in the county budget that was ultimately approved by the excise board. *Id.* Similar to Section 180.63(A) of the Salary Act, the statute relied upon by Macy provided that in more populous counties the state-funded "salary of the district attorney and assistant district attorneys **may be supplemented by the county.**" *Id.* ¶ 1 n.3, 986 P.2d at 1133 n.3 (quoting 19 O.S. Supp. 1996, § 215.30(C)(1)). After the budget was approved the Commissioners granted only a portion of the supplement, which led to Macy's lawsuit. *Id.* ¶ 3, 986 P.2d at 1134. One of his claims was that the Commissioners' refusal to approve payment of the full salary supplement "constitute[d] an unconstitutional attempt to alter the salary of an elected official during his term of office." *Id.* ¶ 17, 986 P.2d at 1139.

¶11 Most of the analysis in *Macy* focused on provisions of the County Budget Act. When the Court turned to Macy's claim under Article XXIII, Section 10, it explained that Title 19, Section 215.30, which authorized the county-funded salary supplement, predated Macy's term of office. *Macy*, 1999 OK 53, ¶ 18, 986 P.2d at 1140. And "[b]ecause the statutory scheme allowing [the] county supplement was enacted well before Macy's term of office had begun, any increase (or decrease) in salary supplement, which is brought about by the county budgetary process, would stand unaffected by the restrictions imposed" by Article XXIII, Section 10. *Id.*

¶12 The Court's reasoning in *Macy* is equally applicable to Section 180.63(A) of the Salary Act. The grant of discretion to the Board to increase the salaries of "enforcement officers" based on the serviceability formula long predates any such officer currently in office. Under the Court's interpretation of Article XXIII, Section 10, when that authority is later exercised to grant a salary increase, the increase comes about "by operation of law" even if it takes a discretionary act to implement it. Accordingly, a salary increase granted to a county's "enforcement officers" under Section 180.63(A) of the Salary Act may take effect during the officers' term of office.

B. If a Board of County Commissioners properly instituted a salary increase for county officers under the Salary Act effective July 1, 2019, but suspended payment pending assurance that it complied with constitutional requirements, the officers are entitled to the increased salary as of July 1.

¶13 Your next question involves a Board properly instituting salary increases for county officers pursuant to the Salary Act effective July 1, 2019, but suspending payment of the salary increases pending assurance from this office of their compliance with Article XXIII, Section 10. Because we concluded in response to your first question that the salary increases were permissible, you ask whether the officers are entitled to the incremental increase from the effective date of July 1.

¶14 The Salary Act is "the comprehensive salary code for all counties of the state and no [enforcement officers] . . . shall receive any salary or wages except as provided [therein]." 19 O.S. 2011, § 180.67. Thus, any properly-instituted salary increase to county officers becomes effective as mandated by the Act. For salary increases implemented prior to November 1, 2019, the effective date was July 1. See *id.* § 180.68. This means the officers are entitled to the increased salary as of that date. While the Board acted sensibly in seeking clarity as to the constitutionality of the salary increases at issue before making the actual payments, now that said increases have been deemed constitutionally valid, payment of the accrued salary increases is due. Cf. 1977 OK AG 232 (concluding that because statute "did not prohibit mandated salary increases from being held in abeyance for retroactive payment" pending agreement on other issues, such action was permissible).

¶15 It is, therefore, the official Opinion of the Attorney General that:

1. Salary adjustments for county officers implemented pursuant to 19 O.S.2011, § 180.63 occur "by operation of law" and therefore may take effect during officers' term of office without violating OKLA. CONST. art. XXIII, § 10. See *Macy v. Bd. of Cty. Cmm'rs*, 1999 OK 53, 986 P.2d 1130.

2. If a Board of County Commissioners properly instituted a salary increase for county officers under the Salary Act to take effect July 1, 2019, but suspended actual payment of the increase pending assurance that it complied with constitutional requirements, the officers are entitled to the increased salary as of July 1.

MIKE HUNTER
ATTORNEY GENERAL OF OKLAHOMA

ETHAN SHANER
DEPUTY GENERAL COUNSEL

FOOTNOTES

1 For counties that *have* approved such an exemption, Sections 180.71 through 180.83 of Title 19 govern the salaries of county officers. The two sets of procedures are comparable, but because your question does not reference Sections 180.71 through 180.83, they are not addressed in this opinion.

2 The Salary Act groups county officers into two categories: (1) "enforcement officers," which include the sheriff, treasurer, county clerk, court clerk, assessor, and county commissioners, and (2) all "[o]ther elective county officers." 19 O.S.2011, § 180.61.

3 The Legislature amended Section 180.62 in 2019 to provide for a single basic salary range applicable to all counties, effective November 1, 2019. See 2019 Okla. Sess. Laws ch. 27, § 1. Before then, the basic salary range of county officers differed according to serviceability. *Id.*

4 In counties that have adopted the County Budget Act, this duty falls to the members of the county's Budget Board. See 19 O.S.Supp.2019, § 180.62(B). Because you have asked specifically about salary decisions made by a Board of County Commissioners, this opinion refers only to that body.

5 Prior to November 1, 2010, salary increases under the serviceability factor were discretionary, as they are today. See 19 O.S.Supp.2009, § 180.63. In 2010, this section was amended to make salary increases mandatory. See 2010 Okla. Sess. Laws ch. 362, § 1. Then in 2011, the Legislature reversed course and made serviceability increases discretionary again. See 2011 Okla. Sess. Laws ch. 9, § 1. The section has remained unchanged since then.

6 Before November 1, 2019, the effective date of salary adjustments was July 1 of each fiscal year. See 2019 Okla. Sess. Laws ch. 27, § 2.

7 The opening clause of this provision--i.e. "Except wherein otherwise provided in this Constitution"--refers to provisions such as Article VII, Section 11(a), which permits judicial salaries to be increased during their terms of office. See 2006 OK AG 26, ¶ 1 n.2. There is no such constitutional exception for the salaries of county officials.

8 Because service load is determined *only* "from the announced population of counties of Oklahoma based on the Federal Decennial Census," and "[n]o other census however authorized shall have any effect" under the Salary Act, see 19 O.S.2011, § 180.60, salary changes based on service load occur only in the year following the federal government's once-a-decade census. So, for instance, a population-based salary adjustment for county officers will take effect on January 1, 2021 and not again until January 1, 2031. See 19 O.S.Supp.2019, § 180.68.

9 The Supreme Court's holding in *Macy* appears to depart from its earlier interpretation of Article XXIII, Section 10 in *Barton*. The statute in question in *Barton* tied the salary of a district attorney to the highest-paid associate district judge in the district. *Barton*, 1972 OK 116, ¶ 2, 500 P.2d at 282 (citing 19 O.S.Supp.1970, § 215.14). Under the Oklahoma Constitution, judicial salaries are set by statute and, as noted above, *may* be increased during the judges' term. Okla. Const. art. VII, § 11(a). The Legislature increased judicial salaries in 1971, during the term of the plaintiff district attorneys, who argued that their salaries

should have been increased by operation of the statute tying their salaries to judicial salaries. *Barton*, 1972 OK 116, ¶ 3, 500 P.2d at 282. The Court disagreed, holding that "if there is to be a salary raise for [plaintiffs] they must have the benefit of the statute enacted in 1971, after their election to office, in order to activate a salary increase. This may not be done under [Article XXIII, Section 10.]" *Id.* ¶ 10, 500 P.2d at 283. As was the case in *Macy*, the law enabling the salary increase at issue in *Barton*--Article VII, Section 11(a) of the Constitution, coupled with Title 19, Section 215.14--predated the relevant term of office. And as with *Macy*, the decision-making body in *Barton* acted, based on that law, to increase salaries during the relevant term of office. Nevertheless, because *Macy* is the most recent holding of the Oklahoma Supreme Court on this issue, and its holding bears directly on your question, it is conclusive.

PITTSBURG COUNTY COMMISSIONER
JANUARY 9, 2023
MEETING MINUTES

The Board of County Commissioners, Pittsburg County, met in regular session on January 9, 2023 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 8:21 A.M., January 6, 2023.

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

2. ROLL CALL: Roll was called.

Charlie Rogers	Present
Ross Selman	Present
Kevin Smith	Present

3. APPROVAL OF AGENDA: Smith made a motion to approve the agenda with a correction to item 9B to include letter of support; seconded by Rogers.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

4. APPROVE/DISAPPROVE MINUTES FROM:

A. REGULAR MEETING MINUTES FROM JANUARY 3, 2023: The minutes from the previous meeting, January 3, 2023 regular meeting were read. Selman made a motion to approve the minutes; seconded by Rogers.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

5. RECOGNITION OF GUESTS/PUBLIC COMMENTS: None.

6. OFFICIALS – DEPARTMENT REPORTS:

i. EXCEEDED PURCHASE ORDER REPORT: Rogers read the exceeded purchase order report.

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 Rogers.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

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

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

C. OFFICIAL'S MONTHLY REPORTS: Smith made a motion to approve the monthly reports of officers; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

D. BLANKET PURCHASE ORDERS:

DEPT	PO	AMOUNT	VENDOR
Kiowa Fire Dept	6107	\$1,000.00	Comdata
Jail	6103	\$ 200.00	Atwood's
Jail	6104	\$ 500.00	Kiamichi Automotive
Jail	6101	\$1,200.00	Us Foods

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

AYE: Charlie Rogers
Ross Selman
Kevin Smith

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.	2.9300	3.3400	3.3400	2.4900
HOOTEN	2.91395	3.39765	3.40115	No Bid
HOPKINS	2.6600	3.2200	3.2200	2.49000

Smith made a motion to award unleaded, undyed low sulfur diesel and dyed low sulfur diesel to Hopkins and propane to Ram and Hopkins with the notation that the fuel bids are for today only; seconded by Rogers.

AYE: Charlie Rogers
 Ross Selman
 Kevin Smith

NAY: None.

Motion Passed.

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

AYE: Charlie Rogers
 Ross Selman
 Kevin Smith

NAY: None.

Motion Passed.

8. UNFINISHED BUSINESS:

A. AWARD/REJECT BID NO. 11, SELLING OF 2004 4x4 CHEVROLET TRUCK – DISTRICT 1: Rogers made a motion to reject the bid; seconded by Selman.

AYE: Charlie Rogers
 Ross Selman
 Kevin Smith

NAY: None.

Motion Passed.

B. AWARD/REJECT BID NO. 12, ONE (1), 2021 OR NEWER RAM TRX OR EQUIVALENT - SHERIFF: Sandra Crenshaw stated the Sheriff requested for the bid to be awarded to Patriot Auto. Rogers made a motion to award the bid to Patriot; seconded by Smith.

AYE: Charlie Rogers
 Ross Selman
 Kevin Smith

NAY: None.

Motion Passed.

9. AGENDA ITEMS:

A. APPROVE/DISAPPROVE LICENSE NO. DACW56-3-23-042 FOR ROAD, BOAT LAUNCHING RAMP, PARKING ARE, STAIRWAY AND RELATED FACILITIES AT ARROWHEAD ESTATED BETWEEN PITTSBURG COUNTY AND U.S. ARY CORPS OF ENGINEERS, TULSA DISTRICT: Rogers made a motion to approve the license; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

B. APPROVE/DISAPPROVE LETTER OF SUPPORT FOR DEVELOPMENT OF SOUTH CANADIAN WIND FARMS: Smith made a motion to approve the letter of support; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

C. RESOLUTION 23-173 TO CANCEL PURCHASE ORDERS – ASPHALT PLANT: Rogers read the resolution stating purchase orders 4566 and 1780. Rogers made a motion to cancel the purchase orders; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

D. RESOLUTION 23-174 TO CANCEL PURCHASE ORDERS – SHERIFFS DEPT: Rogers read the resolution stating purchase orders 4438 and 5706. Rogers made a motion to cancel the purchase orders; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

E. RESOLUTION 23-175 TO CANCEL PURCHASE ORDER – EMERGENCY MANAGEMENT: Rogers read the resolution stating purchase order 3977. Rogers made a motion to cancel the purchase order; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

F. RESOLUTION 23-176 TO DEPOSIT CHECK – DISTRICT 1: Rogers read the resolution. Rogers made a motion to approve the resolution; seconded by Smith.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

G. AMENDED RESOLUTION 23-166 REGARDING SALARIES AN PAY ADJUSTMENTS FOR COUNTY ELECTED OFFICIALS – BOCC: Rogers read the resolution. Trammell stated that the item is on the elected official's agenda for discussion to determine the amount of the base pay and that the resolution needs to state the amount the base pay is being set at. Smith stated no action should be taken on the item until after the elected officials meeting.

The board moved down the agenda to item 10.

10. ROAD CROSSING PERMIT: None.

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.

14. ADJOURNMENT/RECESS: Rogers made a recess until 10:00; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed. Meeting Recessed.

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

2. ROLL CALL: Roll was called.

Charlie Rogers	Present
Ross Selman	Present
Kevin Smith	Present

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

A. BID NO. 13, LABOR AND MATERIALS TO INSTALL INSULATION FOR SOUTHEAST EXPO CENTER: The following bids were received.

VENDOR	AMOUNT
JSG Construction Services Inc	\$267,679.00
MOFO Insulation	\$283,565.00
Jim Cooley Construction	\$253,650.00
Brazos Urethane	\$419,360.00
Energy Solutions	\$220,245.00

Smith made a motion to accept the bids as opened and table for review; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

B. BID NO. 14, ADVERTISE SIX MONTH BIDS FOR PROLINE OR EQUIVALENT: No bids were received.

14. ADJOURNMENT/RECESS: Rogers made a recess until 10:50; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed. Meeting Recessed.

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

2. ROLL CALL: Roll was called.

Charlie Rogers	Present
Ross Selman	Present
Kevin Smith	Present

9. AGENDA ITEMS:

G. AMENDED RESOLUTION 23-166 REGARDING SALARIES AN PAY ADJUSTMENTS FOR COUNTY ELECTED OFFICIALS – BOCC: Sandra Crenshaw explained the change to the resolution as previously read to include the base salary amount of \$49,500.00. Selman made a motion to approve the resolution; seconded by Smith.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

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

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed. Meeting Adjourned.

Purchase Orders By Account

Fiscal Year : 2022-2023

Date Range: 01/09/2023 to 01/09/2023

PO	Warrant No.	Vendor Name	Purpose	Amount
Animal Shelter				
1316-1-8020-2005				
004341	000388	H2O DEPOT	WATER & COOLER RENT	\$ 9.20
005122	000389	UNIFIRST CORP.	MAT MAINTENANCE	\$ 92.50
005431	000390	AMAZON CAPITAL SERVICES INC.	URNES	\$ 592.91
005555	000391	ROSEANNA S ITALIAN FOOD	EMPLOYEE APPRECIATI	\$ 307.00
005692	000392	ALL ABOUT U PLUMBING	WATER LINE REPAIR	\$ 185.00
005717	000393	MWI VET SUPPLY	VET SUPPLIES	\$ 1,035.54
005721	000394	LUKER HEAT & AIR	HEATER REPAIR	\$ 95.00
005788	000395	CENTER, EWELL	VET SERVICES	\$ 700.00
005930	000396	PRO KILL INC.	PEST CONTROL SERVICE	\$ 80.00
005931	000397	VYVE BROADBAND	MONTHLY SERVICE	\$ 78.71
005933	000398	WAV 11	COMPUTER SOFTWARE	\$ 200.00
005952	000399	SOUTHEASTERN ALARM LLC	ALARM MONITORING	\$ 120.00
005970	000400	LOWES	KENNEL SUPPLIES	\$ 300.80
005972	000401	WALMART COMMUNITY CARD	DOG AND CAT FOOD ETC	\$ 1,259.80
005973	000402	ATWOODS	DOG AND CAT FOOD	\$ 558.73
			Total:	\$ 5,615.19
Control Substance				
7301-1-0200-1110				
006094	000010	DISTRICT ATTORNEYS COUNCIL	SALARY TRANSFER	\$ 10,000.00
			Total:	\$ 10,000.00
Drug Court				
7206-1-1900-2005				
004410	000097	STAPLES CREDIT PLAN	OFFICE SUPPLIES	\$ 155.06
006018	000098	US CELLULAR	MONTHLY SERVICE	\$ 72.89
006019	000099	CANON FINANCIAL SERVICES	COPIER LEASE	\$ 145.00
			Total:	\$ 372.95
Econ Dev Trust				
7603-4-0500-2005				
004335	000169	H2O DEPOT	WATER & COOLER RENT	\$ 18.40
005098	000170	COMDATA	FUEL	\$ 370.51

PO	Warrant No.	Vendor Name	Purpose	Amount
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Econ Dev Trust

7603-4-0500-2005

005114	000171	JOHNNYS A STREET MARKET	INMATE LUNCHESES	\$ 156.79
005123	000172	PEPSI-COLA BOTTLING CO.	CONCESSION SUPPLIES	\$ 350.36
005578	000173	STAPLES ADVANTAGE	OFFICE SUPPLIES	\$ 85.37
005601	000174	STAPLES ADVANTAGE	COMPUTER & SOFTWARE	\$ 289.97
005941	000175	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 36.89
005969	000176	TK ELEVATOR CORPORATION	ELEVATOR MAINTENANC	\$ 728.12
005988	000177	BESHEAR, RHONDA	SECURITY DEPOSIT RET	\$ 50.00
006073	000178	CITY OF MCALESTER	MONTHLY SERVICE	\$ 790.08

Total: \$ 2,876.49

Emergency Mgmt

1212-2-2700-2005

005553	000134	OEMA	MEMBERSHIP DUES	\$ 800.00
005944	000135	OEMA	MEMBERSHIP DUES	\$ 150.00
006092	000136	MCCRAYS MANUFACTURING	JACK	\$ 40.00

Total: \$ 990.00

1212-2-2700-4110

004700	000137	PIRANO CONSULTING	TELEVISION	\$ 8,116.00
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Total: \$ 8,116.00

General

0001-1-0100-2005

004793	002253	H2O DEPOT	BOTTLED WATER ETC.	\$ 45.20
004795	002254	OTA PIKEPASS CUSTOMER SERVICE	TOLL	\$ 4.40
004817	002255	COMDATA	FUEL	\$ 546.30
006020	002256	VYVE BROADBAND	MONTHLY SERVICE	\$ 201.90
006022	002257	US CELLULAR	MONTHLY SERVICE	\$ 428.40
006076	002258	ACCESS	MONTHLY SERVICE	\$ 75.00
006078	002259	THOMSON REUTERS WEST	INVESTIGATIVE RESEAR	\$ 385.73

Total: \$ 1,686.93

0001-1-0100-4110

004564	002260	JOHN VANCE FLEET SERVICES	TRUCK	\$ 39,245.60
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Total: \$ 39,245.60

0001-1-0600-2005

006046	002261	CANON FINANCIAL SERVICES	COPIER LEASE	\$ 144.00
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General

0001-1-0600-2005			Total:	\$ 144.00
0001-1-1000-2005				
005081	002262	MIDWEST PRINTING	RECORD BOOKS ETC.	\$ 811.96
006047	002263	CODA	REGISTRATION FEES	\$ 60.00
			Total:	\$ 871.96
0001-1-1700-2005				
005954	002264	MCALESTER TAG AGENT	TAG & TITLE	\$ 51.05
			Total:	\$ 51.05
0001-1-3300-2005				
005922	002265	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE	\$ 2,531.59
005923	002266	MCALESTER NEWS CAPITAL & DEM.	PUBLICATION	\$ 462.00
005936	002267	PRO KILL INC.	PEST CONTROL	\$ 294.00
005971	002268	JE SYSTEMS INC	MONITORING	\$ 90.00
006074	002269	CITY OF MCALESTER	MONTHLY SERVICE	\$ 461.09
006086	002270	CITY OF MCALESTER	MONTHLY SERVICE	\$ 152.73
			Total:	\$ 3,991.41
0001-2-2700-2005				
001027	002271	STAPLES CREDIT PLAN	OFFICE SUPPLIES	\$ 163.03
004796	002272	OTA PIKEPASS CUSTOMER SERVICE	TOLL	\$ 8.71
004810	002273	CINTAS FIRST AID AND SAFETY #418	FIRST AID SUPPLIES	\$ 133.53
004821	002274	COMDATA	FUEL	\$ 0.00
005225	002275	ADA PAPER COMPANY	JANITORIAL SUPPLIES	\$ 79.89
005804	002276	BEMAC SUPPLY	HOSE & CLAMPS	\$ 104.45
005814	002277	CITY OF MCALESTER	MONTHLY SERVICE	\$ 247.73
005855	002278	PRO KILL INC.	PEST CONTROL	\$ 212.00
			Total:	\$ 949.34
0001-5-0900-1310				
005977	002279	CANTRELL, DAVID	TRAVEL	\$ 102.13
			Total:	\$ 102.13
0001-5-0900-2005				
004703	002280	STAPLES CREDIT PLAN	OFFICE SUPPLIES	\$ 313.70
005291	002281	DEARINGER PRINTING	NAME BADGES	\$ 450.00
005975	002282	LOWES	BOTTLED WATER ETC.	\$ 39.86
005976	002283	CINTAS CORPORATION # 618	AED SERVICE	\$ 259.00
006033	002284	SUMMIT BUSINESS SYSTEMS INC.	COPIER LEASE	\$ 92.37

General

0001-5-0900-2005
 006034 002285 SOUTHEASTERN ALARM LLC ALARM MONITORING \$ 120.00
Total: \$ 1,274.93

0001-5-0900-4110
 005040 002286 STAPLES CREDIT PLAN OFFICE SUPPLIES \$ 742.85
Total: \$ 742.85

Health

1216-3-5000-1110
 005928 000185 OKLA. STATE DEPT. OF HEALTH PERSONAL SERVICES \$ 39,283.84
Total: \$ 39,283.84

1216-3-5000-1310
 004705 000186 CLEVELAND, VICTORIA TRAVEL \$ 444.71
Total: \$ 444.71

1216-3-5000-2005
 004966 000187 SHRED-IT SHRED SERVICE \$ 2,142.40
 005139 000188 SHRED-IT MONTHLY SERVICE \$ 280.30
 005184 000189 THE HOME DEPOT PRO JANITORIAL SUPPLIES \$ 437.25
 005563 000190 BUDGET INN LODGING \$ 430.00
 005927 000191 STANDLEY SYSTEMS MONTHLY SERVICE \$ 1,957.85
 005992 000192 PITNEY BOWES GLOBAL FINANCIAL S POSTAGE METER LEASE \$ 439.80
 005993 000193 SUMMIT UTILITIES OKLAHOMA INC MONTHLY SERVICE \$ 91.23
 006089 000194 CITY OF MCALESTER MONTHLY SERVICE \$ 485.35
Total: \$ 6,264.18

1216-3-5000-4110
 005929 000195 BANCFIRST BUILDING PAYMENT \$ 25,731.67
Total: \$ 25,731.67

Highway

1102-6-4100-2005
 005042 001559 DOLESE 1 1/2" CRUSHER RUN \$ 4,872.06
Total: \$ 4,872.06

PO	Warrant No.	Vendor Name	Purpose	Amount
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Highway

1102-6-4200-2005

005182	001560	KC FARM MACHINERY	GREY PIPE	\$ 1,397.20
005780	001561	AMLIN PUMP SERVICE	FUEL PUMP REPAIRS	\$ 694.65
Total:				\$ 2,091.85

1102-6-4300-2005

005718	001562	T & W TIRE	TIRES	\$ 1,506.40
Total:				\$ 1,506.40

Hwy-ST

1313-6-8040-2005

004348	001192	DOLESE	#4 SCREENINGS	\$ 4,469.44
004434	001193	DOLESE	3/8" #2 COVER CHIPS	\$ 3,117.70
004553	001194	ADVANCED WORKZONE	JACKETS	\$ 210.00
005115	001195	COMDATA	FUEL	\$ 164.10
005945	001196	RURAL WATER DIST #6	MONTHLY SERVICE	\$ 45.59
Total:				\$ 8,006.83

1313-6-8040-4130

005994	001197	WELCH STATE BANK	LEASE PAYMENT	\$ 15,723.91
Total:				\$ 15,723.91

1313-6-8041-2005

003575	001198	AMAZON CAPITAL SERVICES INC.	FLAGS & ACCESSORIES	\$ 274.79
004839	001200	UNIFIRST CORP.	UNIFORM MAINTENANCE	\$ 559.94
005102	001201	P & K EQUIPMENT	PARTS & SHOP SUPPLIE	\$ 85.06
005126	001202	H2O DEPOT	WATER & COOLER RENT	\$ 18.40
005345	001203	OK TIRE	TIRES & SERVICES	\$ 101.76
005391	001204	STIGLER STONE	1 1/2" ODOT BASE TYPE	\$ 5,613.50
005476	001205	STIGLER STONE	1 1/2" ODOT BASE TYPE	\$ 5,968.04
005690	001206	PRO KILL INC.	PEST CONTROL	\$ 74.00
005740	001207	RAM INC	FUEL	\$ 4,934.22
005745	001208	WILSON TRUCK AND TIRE SERVICE	WATER VALVE ETC	\$ 655.69
005772	001209	RAM INC	FUEL	\$ 2,144.72
005799	001210	MARKS AUTOMOTIVE LLC	SPARK PLUGS ETC.	\$ 1,923.52
005938	001211	KIAMICHI AUTOMOTIVE WAREHOUSE	HYDRAULIC HOSE ETC.	\$ 125.22
005940	001212	CANON FINANCIAL SERVICES	MONTHLY COPIER LEAS	\$ 102.00
005950	001213	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 87.90
005951	001214	CROSS TELEPHONE CO.	MONTHLY SERVICE	\$ 32.61
005953	001215	CANADIAN VALLEY TELEPHONE	MONTHLY SERVICE	\$ 40.95
005955	001216	VYVE BROADBAND	MONTHLY SERVICE	\$ 228.31

Hwy-ST

1313-6-8041-2005				
005966	001217	US CELLULAR	MONTHLY SERVICE	\$ 366.78
006040	001218	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 64.84
006041	001219	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 94.25

Total: \$ 23,496.50

1313-6-8041-4110				
003755	001220	WARREN POWER & MACHINERY INC.	EQUIPMENT	\$ 78,392.20

Total: \$ 78,392.20

1313-6-8041-4130				
005995	001221	SECURITY NATIONAL BANK	LEASE PAYMENT	\$ 6,844.59
005998	001222	CATERPILLAR FINANCIAL	LEASE PAYMENT	\$ 2,981.97
006001	001223	OKLA. DEPT OF TRANSPORTATION	LEASE PAYMENT	\$ 5,259.17
006007	001224	MERCEDES-BENZ FINANCIAL SVCS	LEASE PAYMENT	\$ 5,482.73
006009	001225	ARMSTRONG BANK	LEASE PAYMENT	\$ 10,679.29
006012	001226	SECURITY STATE BANK	LEASE PAYMENT	\$ 5,827.71
006016	001227	WELCH STATE BANK	LEASE PAYMENT	\$ 14,251.03

Total: \$ 51,326.49

1313-6-8042-2005				
004202	001199	SOUTHWEST KLEENPOWER INC.	OIL ADDITIVE	\$ 1,652.00
005129	001228	H2O DEPOT	WATER & COOLER RENT	\$ 24.65
005226	001229	PRO KILL INC.	PEST CONTROL	\$ 74.00
005227	001230	RAM INC	FUEL	\$ 7,119.00
005278	001231	PUTMAN, RICKY	SHOP SUPPLIES	\$ 1,493.90
005361	001232	OK TIRE	TIRES	\$ 367.04
005599	001233	AMAZON CAPITAL SERVICES INC.	MONITORS ETC	\$ 573.07
005615	001234	RAM INC	FUEL	\$ 6,371.85
005758	001235	SOUTHEASTERN TRUCK & TRAILER	RADIO ETC	\$ 269.41
006071	001236	PITTSBURG PUBLIC WORKS AUTH.	MONTHLY SERVICE	\$ 355.45

Total: \$ 18,300.37

1313-6-8042-4130				
005996	001237	OKLA. DEPT OF TRANSPORTATION	LEASE PAYMENT	\$ 6,497.33
005999	001238	SNB BANK NA	LEASE PAYMENT	\$ 5,774.64
006000	001239	WELCH STATE BANK	LEASE PAYMENT	\$ 23,434.90
006010	001240	ARMSTRONG BANK	LEASE PAYMENT	\$ 8,496.68

Total: \$ 44,203.55

1313-6-8043-2005				
004324	001241	T & W TIRE	TIRES & SERVICES	\$ 345.80

Hwy-ST

1313-6-8043-2005

004334	001242	OTA PIKEPASS	TOLL	\$ 6.00
004545	001243	O REILLY AUTO PARTS	AUTO & SHOP SUPPLIES	\$ 234.04
004840	001244	WELDON PARTS INC.	EQUIPMENT PARTS	\$ 323.80
005118	001245	OTA PIKEPASS	TOLL	\$ 20.85
005908	001246	OUTLAW TOWING	TOWING	\$ 161.20
005921	001247	T.H. ROGERS	BUILDING MATERIALS	\$ 138.57
005947	001248	CANON FINANCIAL SERVICES	MONTHLY COPIER LEAS	\$ 102.00
006069	001249	CITY OF MCALESTER	MONTHLY SERVICE	\$ 466.28
006070	001250	CITY OF MCALESTER	MONTHLY SERVICE	\$ 133.53
006072	001251	CITY OF MCALESTER	MONTHLY SERVICE	\$ 21.06

Total: \$ 1,953.13

1313-6-8043-4130

005997	001252	ARMSTRONG BANK	LEASE PAYMENT	\$ 1,196.72
006002	001253	WELCH STATE BANK	LEASE PAYMENT	\$ 21,513.76
006003	001254	CATERPILLAR FINANCIAL	LEASE PAYMENT	\$ 3,437.99
006004	001255	WARREN POWER & MACHINERY INC.	LEASE PAYMENT	\$ 2,395.00
006005	001256	WARREN POWER & MACHINERY INC.	LEASE PAYMENT	\$ 2,395.00
006006	001257	WARREN POWER & MACHINERY INC.	LEASE PAYMENT	\$ 2,395.00
006011	001258	WARREN POWER & MACHINERY INC.	LEASE PAYMENT	\$ 2,395.00
006013	001259	OKLA. DEPT OF TRANSPORTATION	LEASE PAYMENT	\$ 5,340.42
006014	001260	WARREN POWER & MACHINERY INC.	LEASE PAYMENT	\$ 2,395.00

Total: \$ 43,463.89

Jail-ST

1315-2-8034-2005

006088	000468	CITY OF MCALESTER	MONTHLY SERVICE	\$ 3,174.84
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Total: \$ 3,174.84

1315-2-8034-2012

005948	000469	PERFORMANCE FOODSERVICE - LITT	INMATE GROCERIES	\$ 2,137.02
005949	000470	US FOODS	INMATE GROCERIES	\$ 2,519.79

Total: \$ 4,656.81

Rural Fire-ST

1321-2-8204-2005

006098	000567	VERIZON	MONTHLY SERVICE	\$ 40.83
006099	000568	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 180.58

Total: \$ 221.41

Rural Fire-ST

1321-2-8205-4130
 005980 000569 ARMSTRONG BANK LEASE PAYMENT \$ 723.53
Total: \$ 723.53

1321-2-8206-2005
 004051 000570 COMDATA FUEL \$ 569.33
 005978 000571 PUBLIC SERVICE CO. OF OKLAHOMA MONTHLY SERVICE \$ 156.07
 005979 000572 PITTSBURG COUNTY FIREFIGHTERS MEMBERSHIP DUES \$ 25.00
Total: \$ 750.40

1321-2-8207-2005
 005986 000573 CANADIAN VALLEY TELEPHONE MONTHLY SERVICE \$ 200.39
Total: \$ 200.39

1321-2-8207-4130
 005981 000574 OKLAHOMA STATE BANK LEASE PAYMENT \$ 2,675.35
Total: \$ 2,675.35

1321-2-8210-4130
 005982 000575 WELCH STATE BANK LEASE PAYMENT \$ 3,092.21
Total: \$ 3,092.21

1321-2-8214-2005
 004829 000576 COMDATA FUEL \$ 442.32
Total: \$ 442.32

1321-2-8216-2005
 006054 000577 SUMMIT UTILITIES OKLAHOMA INC MONTHLY SERVICE \$ 302.83
Total: \$ 302.83

1321-2-8217-2005
 004832 000578 COMDATA FUEL \$ 117.41
 006036 000579 KIAMICHI ELECTRIC COOPERATIVE MONTHLY SERVICE \$ 213.30
 006037 000580 KIAMICHI ELECTRIC COOPERATIVE MONTHLY SERVICE \$ 52.33
 006038 000581 CROSS TELEPHONE CO. MONTHLY SERVICE \$ 58.77
Total: \$ 441.81

1321-2-8219-4130
 005983 000582 WELCH STATE BANK LEASE PAYMENT \$ 1,255.55
Total: \$ 1,255.55

Rural Fire-ST

1321-2-82222-2005
 005858 000583 PRO KILL INC. PEST CONTROL \$ 48.00
Total: \$ 48.00

1321-2-82223-4130
 005984 000584 SECURITY NATIONAL BANK LEASE PAYMENT \$ 1,660.39
Total: \$ 1,660.39

1321-2-82225-2005
 004060 000585 COMDATA FUEL \$ 264.14
 006055 000586 HERITAGE WASTE MANAGEMENT MONTHLY SERVICE \$ 92.00
 006056 000587 KIAMICHI ELECTRIC COOPERATIVE MONTHLY SERVICE \$ 100.42
 006057 000588 US CELLULAR MONTHLY SERVICE \$ 44.48
 006058 000589 H & H ALARM CO INC ALARM MONITORING \$ 42.50
 006059 000590 CANADIAN VALLEY TELEPHONE MONTHLY SERVICE \$ 120.62
Total: \$ 664.16

1321-2-82225-4130
 005985 000591 K & B GENERAL CONSTRUCTION INC. LEASE PAYMENT \$ 1,375.19
Total: \$ 1,375.19

1321-2-82227-2005
 004835 000592 COMDATA FUEL \$ 75.77
 006049 000593 KIAMICHI ELECTRIC COOPERATIVE MONTHLY SERVICE \$ 209.38
 006050 000594 RURAL WATER DIST. #9 MONTHLY SERVICE \$ 36.30
 006051 000595 REPUBLIC SERVICES # 375 MONTHLY SERVICE \$ 176.05
Total: \$ 497.50

SH Commissary

1223-2-0400-2005
 005592 000142 COMMISSARY EXPRESS INHOUSE COMMISSARY \$ 3,590.75
 005712 000143 COMMISSARY EXPRESS KIOSK FEES \$ 74.75
 005957 000144 COMMISSARY EXPRESS KIOSK FEES \$ 84.50
 005958 000145 US FOODS INHOUSE COMMISSARY \$ 306.20
 006081 000146 OKLAHOMA TAX COMMISSION SALES TAX \$ 1,468.00
Total: \$ 5,524.20

SH Svc Fee

SH Svc Fee

1226-2-0400-2005

005810	001031	CINTAS FIRST AID AND SAFETY #418	FIRST AID SUPPLIES	\$ 204.45
			Total:	\$ 204.45

1226-2-3400-2005

000763	001032	PEPSI-COLA BOTTLING CO.	INMATE WORK CREW	\$ 144.00
005096	001033	JOHNNY'S A STREET MARKET	INMATE WORK CREW	\$ 168.18
005708	001034	MUSKOGEE COMMUNICATIONS	HAND HELD RADIOS	\$ 584.62
005709	001035	MUSKOGEE COMMUNICATIONS	MOBILE RADIOS ETC.	\$ 4,677.00
005807	001036	PREMIER PHYSICIANS	INMATE MEDICAL	\$ 351.00
005808	001037	CARING HANDS HEALTHCARE CENTE	INMATE PRESCRIPTIONS	\$ 48.00
005809	001038	O REILLY AUTO PARTS	AUTO PARTS & REPAIRS	\$ 46.92
005811	001039	LOWES	BUILDING MATERIALS	\$ 539.03
005932	001040	LOWES	BUILDING MATERIALS	\$ 2,139.60
005935	001041	O REILLY AUTO PARTS	BRAKE ROTORS ETC	\$ 422.53
005960	001042	O REILLY AUTO PARTS	IGNITION COIL	\$ 57.30
005961	001043	INDIAN NATION WHOLESAL CO.	KITCHEN SUPPLIES	\$ 216.99
005962	001044	LOWES	BUILDING MATERIALS	\$ 180.40
005963	001045	JAMESCO ENTERPRISES LLC	JAIL JANITORIAL SUPPLI	\$ 551.53
005964	001046	PARMED PHARMACEUTICALS	MEDICAL SUPPLIES	\$ 591.56
005965	001047	JAMESCO ENTERPRISES LLC	JAIL JANITORIAL SUPPLI	\$ 615.39
006024	001048	ADA PAPER COMPANY	COPY PAPER	\$ 433.88
006025	001049	G.C. RENTAL CENTER	EQUIPMENT RENTAL	\$ 803.25
006030	001050	BEMAC SUPPLY	BUILDING MATERIALS	\$ 881.88
006083	001051	T & W TIRE	TIRE	\$ 1,568.15
006084	001052	US FOODS	DISHWASHER LEASE	\$ 93.19
			Total:	\$ 15,114.40

1226-2-3400-2011

005805	001053	CARING HANDS HEALTHCARE CENTE	INMATE PRESCRIPTIONS	\$ 61.00
			Total:	\$ 61.00

1226-2-3400-2030

005713	001054	COMMISSARY EXPRESS	DEBIT PHONE TIME FEE	\$ 82.00
005959	001055	COMMISSARY EXPRESS	DEBIT PHONE TIME FEE	\$ 152.00
006065	001056	CARING HANDS HEALTHCARE CENTE	INMATE MEDICAL	\$ 937.00
006066	001057	CARING HANDS HEALTHCARE CENTE	INMATE DENTAL	\$ 697.00
006067	001058	CARING HANDS HEALTHCARE CENTE	INMATE MEDICAL	\$ 411.00
006068	001059	CARING HANDS HEALTHCARE CENTE	INMATE DENTAL	\$ 1,373.00
			Total:	\$ 3,652.00

Grand Total: \$ 488,831.15