



# 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**

FEB 03 2023

TIME

8:41

AM  
PM

HOPE TRAMMELL, COUNTY CLERK  
PITTSBURG COUNTY

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

DATE: February 6, 2023

TIME: 9:00 A.M.

PLACE: COUNTY COMMISSIONERS CONFERENCE ROOM  
PITTSBURG COUNTY COURTHOUSE  
115 EAST CARL ALBERT PARKWAY, ROOM 100B  
MCALISTER, 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 30, 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  
A) Letter adding Receiving Officer for the Southeast EXPO accounts.  
B) Letter changing Receiving Officer for the Shady Grove Volunteer Fire Department.
7. FISCAL TRANSACTIONS  
A) Claims And Purchase Orders  
B) Transfers  
C) Monthly Reports  
D) Blanket Purchase Orders

8. UNFINISHED BUSINESS

- A) Tommy Wiley to address the Board for safety apparel.

9. AGENDA ITEMS

- A) Resolution 23-207 to deposit check- District 1
- B) Resolution 23-208 to deposit check- District 3
- C) Resolution 23-209 to Accept donations for the Highway 9 Storm Siren Donation Account-  
Emergency Management

10. ROAD CROSSING PERMITS

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 #15 Financing for (1) Caterpillar 323F Hydraulic Excavator- District 1
- B) Bid #16 Financing for (1) Caterpillar 12M3 Motorgrader- District 2
- C) Bid #17 Financing for (1) Caterpillar 12M3 Motorgrader- District 2

14. RECESS OR ADJOURNMENT



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Commissioner's Assistant



*Board of County Commissioners, Pittsburg County*

*Charlie Rogers  
District #1*

*Kevin Smith  
District #2*

*Ross Selman  
District #3*

February 6, 2023

Hope Trammell  
Pittsburg County Clerk  
115 E. Carl Albert Pkwy, Room 100  
McAlester, OK 74501

RE: Receiving Officer

Dear Mrs. Trammell,

The Board of County Commissioners has made the decision to add JerryLynn Wilson as receiving officer for the Southeast Expo Center Accounts as listed:

1241-4-0500-2005  
1241-4-0500-2040  
7603-4-0500-2005  
7603-4-0500-2015  
7603-4-0500-2040  
7603-4-0500-4110

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

Sincerely,

Charlie Rogers  
Chairman

# *Shady Grove Volunteer Fire Department*

**PO BOX 1753 MCALESTER OK 74502**

*Phone: 918-426-3473*

*(Note: Volunteer Fire Dept and is not manned 24/7. Leave message)*

**E-mail: [sgvfd@hotmail.com](mailto:sgvfd@hotmail.com)**

January 10, 2023

To Who It May Concern:

As of December 13, 2023 at 7:00 p.m at the Shady Grove Volunteer Fire Department, an Election of Officers was conducted, due to an unexpected resignation, and new Officer/s was elected. So in regards to this, SGVFD would like to have Katrina Bennett removed as Receiving Officer and have Maxine Mulliniks as the new Receiving Office.

Thank You,

*Chris Herrin*

Chris Herrin (s)  
Chief, Shady Grove VFD

**RESOLUTION**  
**NO. 23-207**

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, February 6, 2023.

**WHEREAS**, Pittsburg County has been issued a check from Welch State Bank as an overpayment on a lease purchase. The check is to be deposited in the amount of \$1,018.19 into the following account.

FUND	ACCOUNT	AMOUNT
Highway Sales Tax	1313-6-8041-4130	\$1,018.19

**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 \$1,018.19 from Welch Sate Bank.

**ATTEST:**



  
**CHAIRMAN**

  
**VICE-CHAIRMAN**

  
**MEMBER**

  
**COUNTY CLERK**

OFFICIAL CHECK

96536

86-494/1031

REMITTER  
MSB/Overpayment on Lease # 67133

DATE January 23, 2023

PAY TO THE  
ORDER OF

PITTSBURG COUNTY

\$ \*\*1,018.19\*\*

WELCH STATE BANK **TOT 8 DOLL 19 CTS**

TWO SIGNATURES REQUIRED OVER \$1,000.00



WELCH STATE BANK  
www.welchstatebank.com

*Kelli Longley*  
*Nissa Cassley*  
AUTHORIZED SIGNATURE

⑆096536⑆ ⑆103104942⑆

⑆1732034⑆

2-1

PAID

JAN 16 2023

S.A. & I, 120-B (2001)

Pittsburg County, OKLAHOMA

LEASE PURCHASE AGREEMENT FOR EQUIPMENT

Welch State Bank

This agreement is made on this January 16, 2018 by and between the Board of County Commissioners of Pittsburg County, Oklahoma, designated throughout this agreement as the Lessee, and Kirby-Smith Machinery, INC., designated throughout this agreement as the Lessor.

I. Equipment

Subject to the terms and conditions as set forth in this agreement, the Lessor leases to the Lessee the following described equipment, all of which shall be designated throughout this instrument as the "Equipment";

<u>Make</u>	<u>Model</u>	<u>Description</u>	<u>Serial #</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Lease Purchase Price</u>
2017 LeeBoy	8510D	Paver	153712	1	\$144,444.00	\$156,864.03

II. Payment Of Lease Purchase Installments

In consideration of the agreement by the Lessor to lease purchase the equipment, the Lessee promises to pay the Lessor, for the equipment, the sum of \$2,614.43 per month, during the term of this agreement or any renewal of the agreement. In the alternative, the Lessee promises to pay to the Lessor lease payments as set forth in the lease schedule which is attached to this instrument and which is incorporated by reference. No payment shall be made by the Lessee under the terms of this agreement unless the equipment shall have been delivered to the requisitioning agency and is at all times, except when made necessary by an emergency, retained by the agency.

III. Lease Term

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

IV. Option To Renew

The Lessee is hereby granted 4 successive options to renew this lease for additional terms not to exceed one fiscal year each, plus one final option to renew this lease for a period of 7 months, all upon the same terms and conditions, provided that such options may be exercised, as a matter of right, solely and exclusively by the Lessee. The exercise of any such option shall be accomplished by the issuance of a purchase order upon or within ten (10) days after the expiration of the terms of this lease or any renewal then in effect.

V. Title To Equipment

The equipment is and shall at all times during the term of this lease and any renewal terms remain the sole property of the Lessor and the Lessee shall have or acquire no right, or title to the equipment until the final payment is made.

VI. Option To Purchase

In the event the Lessee shall have exercised all of its options for renewal of this lease as provided in paragraph IV, above, upon tender of the last lease payment due under the last renewal term, the Lessee shall acquire title to and ownership of the equipment. In the alternative, the lessee, at it's sole and exclusive option, may purchase the equipment at any time during the term of this lease or during any renewal term as provided by paragraph IV, above, giving written notice to the Lessor of Lessee's intent to purchase accompanied by a single final payment of the purchase price of said equipment, plus interest from the effective date hereof to the date of purchase, less an amount equal to the sum of all lease payments made under the terms of this agreement. In the event the Lessee shall exercise any option to purchase the equipment, the Lessor assigns to the Lessee all rights and claims which the Lessor may have or acquire arising under the antitrust laws of the United States or of any State regarding the equipment purchased under the terms of this agreement.

#### VII. Delivery And Return Of Equipment

The Lessor shall bear all costs of shipping and delivering the equipment to the Lessee. Installation costs, if any, shall be borne by the Lessor. The equipment shall be delivered to or installed at the location designated by the Lessee.

#### VIII. Repairs And Maintenance

The Lessee shall maintain the equipment in good working order and shall make all necessary routine adjustments and repairs, as a result of fair wear and tear, all at the expense of the Lessee. The Lessor and the Lessee may provide for the maintenance and repair of the equipment by separate written agreement, and in the event they make such agreement, it's terms shall supersede and replace the provisions of this paragraph of this lease.

#### IX. Taxes

The Lessor shall forthwith pay all taxes, which may be imposed upon it with respect to the equipment.

#### X. Insurance

The Lessee shall obtain and maintain fire and extended coverage casualty insurance covering the equipment from the time the equipment is delivered until this lease is terminated. This insurance shall be in a form acceptable to the Lessor and shall insure the full value of the equipment against the risk of loss or damage. The Lessee shall provide the Lessor with written notice at least ten (10) days prior to any change in the insurance required under the terms of this paragraph.

#### XI. Patents

In the event any suit is instituted against the Lessee which is based upon any claim that any of the equipment is implicated in an infringement of any provision of United States Patent Law, the Lessor shall, at its own expense, defend such suit against the Lessee; provided, Lessee provides the Lessor with prompt notice of the institution of such suit and permits the Lessor to fully participate in the defense. The Lessee shall also retain the right to participate in such defense and shall, in any event, provide the Lessor with all available information, assistance and authority to enable the Lessor to conduct the defense. No compromise or settlement of such suit resulting in a judgement against the Lessee shall obligate or bind the Lessor unless the Lessor shall have accepted such compromise or settlement. The Lessor shall have the right to enter into negotiations for and effect a compromise or settlement of such patent action, but no such compromise or settlement shall be binding upon Lessee unless approved by Lessee. Subject only to the terms of this paragraph, the Lessor shall hold the Lessee harmless from any liability arising from any patent suit such as is described above. In the event any of the equipment shall be held, in any suit, to constitute an infringement of patent law, and its use shall be enjoined, then the Lessor shall, at its sole option and at the Lessor's expense:

1. Obtain for the Lessee the right to continue to use the equipment;
2. Replace or modify the equipment in a manner acceptable to the Lessee so that the equipment no longer infringes any provision of patent law.

#### XII. Funding

Notwithstanding any other provision of this agreement, the parties acknowledge and agree that funds to be paid by the Lessee under the terms of this lease will be available only as appropriated on a fiscal year-to-fiscal year basis by properly constituted legal authority. In the event that the Lessee determines that sufficient funds have not been appropriated to make the payments required under the terms of this agreement, the obligations of the Lessee under this agreement shall terminate. In such event, the Lessee shall give prompt written notice of termination to the Lessor.

#### XIII. Assignment

The Lessor may, with the prior written approval of the Lessee, assign its right to receive payment of lease due under the terms of this agreement. However, any such assignment shall not relieve the Lessor of its responsibilities to perform the duties and obligations imposed upon it by this agreement.

#### XIV. Road Machinery and Equipment

If the terms of this agreement are in regards to road machinery or equipment, the lessee assumes all risk and liability for and shall hold the lessor harmless from all damages to property and injuries and death to persons arising out of the use, possession or transportation of said road machinery or equipment.



**XV. Entire Agreement Of The Parties And Severability**

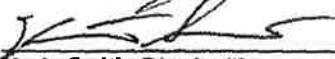
Except as otherwise provided in the above terms and conditions, this lease, together with applicable purchase orders and the invitation to bid, constitute the entire agreement of the parties. This agreement may not be modified or terminated except as provided in the above terms and conditions or by written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

**XVI. Choice Of Law**

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

Board of County Commissioners At  
Pittsburg County, Oklahoma

  
\_\_\_\_\_  
Charlie Rogers, District #1

  
\_\_\_\_\_  
Kevin Smith, District #2

  
\_\_\_\_\_  
Ross Selman, District #3

FOR THE LESSOR: Kirby-Smith Machinery, INC.

  
\_\_\_\_\_

ATTEST:   
\_\_\_\_\_  
Hope Trammell, County Clerk



**RESOLUTION**  
**NO. 23- 208**

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, February 6, 2023.

**WHEREAS**, Pittsburg County has been issued a check from Welch State Bank as an overpayment on a lease purchase. The check is to be deposited in the amount of \$1,044.14 into the following account.


FUND	ACCOUNT	AMOUNT
Highway Sales Tax	1313-6-8043-4130	\$1,044.14

**WHEREAS**, Pittsburg County District #3 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 \$1,044.14 from Welch Sate Bank.

**ATTEST:**



  
**CHAIRMAN**

  
**VICE-CHAIRMAN**

  
**MEMBER**

  
**COUNTY CLERK**

OFFICIAL CHECK

96535

86-494/1031

REMITTER WSB/Overpayment on Lease # 67133

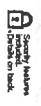
DATE January 23, 2023

PAY TO THE ORDER OF

PITTSBURGH COUNTY  
~~WELCH STATE BANK~~ **T044 D015 T4 CTS**

\$ \*\*1,044.14\*\*

TWO SIGNATURES REQUIRED OVER \$1,000.00



WELCH STATE BANK  
www.welchstatebank.com

⑆098535⑆ ⑆103104942⑆

*Kelli Langley*  
*Cristy Davis*

AUTHORIZED SIGNATURE

SecureStar

D 3

#67133

PAID  
JAN 23 PAID  
2023

S.A. & I. 120-B (2001)

PITTSBURG COUNTY, OKLAHOMA

LEASE PURCHASE AGREEMENT FOR EQUIPMENT

This agreement is made on this 22<sup>nd</sup> day of January, 2016 by and between the Board of County Commissioners of PITTSBURG County DISTRICT 3, Oklahoma, designated throughout this agreement as the Lessee, and Warren Power & Machinery Inc., designated throughout this agreement as the Lessor.

I. Equipment

Subject to the terms and conditions as set forth in this agreement, the Lessor leases to the Lessee the following described equipment, all of which shall be designated throughout this agreement as the "Equipment";

<u>MAKE</u>	<u>MODEL DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>LEASE PURCHASE PRICE</u>
Caterpillar	CT680L Tractor, s/n TRX00169 Vin# 3HSKBTKR8HN464812	1	\$129,500.00	\$145,665.20

II. Payment of Lease Purchase Installments

In consideration of the agreement by the Lessor to lease purchase the Equipment, the Lessee promises to pay the Lessor, for the Equipment, the sum of \$1,490.42 (exhibit A) per month, during the term of this agreement or any renewal of the agreement. In the alternative, the Lessee promises to pay to the Lessor lease payments as set forth in the lease schedule which is attached to this instrument and which is incorporated by reference. No payment shall be made by the Lessee under the terms of this agreement unless the Equipment shall have been delivered to the requisitioning agency and is at all times, except when made necessary by an emergency, retained by the agency.

III. Lease Term

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

IV. Option to Renew

The Lessee is hereby granted 4 successive options to renew this lease for additional terms not to exceed one fiscal year each, plus one final option to renew this lease for a period of 12 months, all upon the same terms and conditions, provided that such options may be exercised, as a matter of right, solely and exclusively by the Lessee. The exercise of any such option shall be accomplished by the issuance of a purchase order upon or within ten (10) days after the expiration of the terms of this lease or any renewal then in effect.

V. Title to Equipment

The Equipment is and shall at all times during the term of this lease and any renewal terms remain the sole property of the Lessor and the Lessee shall have or acquire no right, or title to the Equipment until the final payment is made.

VI. Option to Purchase

In the event the Lessee shall have exercised all of its options for renewal of this lease as provided in paragraph IV, above, upon tender of the last lease payment due under the last renewal term, the Lessee shall acquire title to and ownership of the equipment. In the alternative, the Lessee, at its sole and exclusive option, may purchase the Equipment at any time during the term of this lease or during any renewal term as provided by paragraph IV, above, giving written notice to the Lessor of Lessee's intent to purchase accompanied by a single, final payment of (See Attached Amortization Schedule). (If the purchase price is to be reduced by a percentage of the lease payments made prior to the exercise of the purchase option, describe fully, in the space provided, the manner in which such reduction shall be computed. If additional space is necessary, attach a written schedule of purchase option prices which shall be incorporated in the terms of this agreement by reference). In the event the Lessee shall exercise any option to purchase the Equipment, the Lessor assigns to the Lessee all rights and claims which may have or acquire arising under the antitrust laws of the United States or any State regarding the Equipment purchased under the terms of this agreement.

VII. Delivery and Return of Equipment

The Lessor shall bear all costs of shipping and delivering the Equipment to the Lessee. Installation costs, if any, shall be borne by the Lessor. The equipment shall be delivered to or installed at the location designated by the Lessee.

#### VIII. Repairs and Maintenance

The Lessee shall maintain the Equipment in good working order and shall make all necessary routine adjustments and repairs, as a result of fair wear and tear, all at the expense of the Lessee. The Lessor and the Lessee may provide for the Maintenance and repair of the Equipment by separate written agreement, and, in the event they make such agreement, its terms shall supersede and replace the provisions of this paragraph of the lease.

#### IX. Taxes

The Lessor shall forthwith pay all taxes which may be imposed upon it with respect to the Equipment.

#### X. Insurance

The Lessee shall obtain and maintain fire and extended coverage casualty insurance covering the Equipment from the time the Equipment is delivered until this lease is terminated. This insurance shall be in a form acceptable to the Lessor and shall insure the full value of the Equipment against the risk of loss or damage. The Lessee shall provide the Lessor with written notice at least ten (10) days prior to any change in the insurance required under the terms of this paragraph.

#### XI. Patents

In the event any suit is instituted against the Lessee which is based upon any claim that any of the Equipment is implicated in an infringement of any provision of the United States Patent Law, the Lessor shall, at its own expense, defend such suit against the Lessee; provided, Lessee provides the Lessor with prompt notice of the institution of such suit and permits the Lessor to fully participate in the defense. The Lessee shall also retain the right to participate in such defense and shall, in any event, provide the Lessor with all available information, assistance and authority to enable the Lessor to conduct the defense. No compromise or settlement of such suit resulting in a judgment against, the Lessee shall obligate or bind the Lessor unless the Lessor shall have accepted such compromise or settlement. The Lessor shall have the right to enter into negotiations for and effect a compromise or settlement of such patent action, but no such compromise or settlement shall be binding upon Lessee unless approved by Lessee. Subject only to the terms of this paragraph, the Lessor shall hold the Lessee harmless from any liability arising from any patent suit such as is described above. In the event any of the Equipment shall be held, in any suit, to constitute an infringement of patent law, and its use shall be enjoined, then the Lessor shall, at its sole option and at the Lessor's expense:

1. Obtain for the Lessee the right to continue to use the Equipment;
2. Replace or modify the Equipment in a manner acceptable to the Lessee so that the Equipment no longer infringes any provision of patent law.

#### XII. Funding

Notwithstanding any other provision of this agreement, the parties acknowledge and agree that funds to be paid by the Lessee under the terms of this lease will be available only as appropriated on a fiscal year-to-year basis by properly constituted legal authority. In the event that the Lessee determines that sufficient funds have not been appropriated to make the payments required under the terms of this agreement, the obligations of the Lessee under this agreement shall terminate. In such event, the Lessee shall give prompt written notice of termination to the Lessor.

#### XIII. Assignment

The Lessor may, with the prior written approval of the Lessee, assign its right to receive payment of the lease due under the terms of this agreement. However, any such assignment shall not relieve the Lessor of its responsibilities to perform the duties and obligations imposed upon it by this agreement.

#### XIV. Road Machinery and Equipment

If the terms of this agreement are in regards to road machinery or equipment, the Lessee assumes all risk and liability for and shall hold the Lessor harmless from all damages to property and injuries and death to persons arising out of the use, possession or transportation of said road machinery or equipment.

#### XV. Entire agreement of the Parties and Severability

Except as otherwise provided in the above terms and conditions, this lease, together with applicable purchase orders and the invitation to bid, constitute the entire agreement of the parties. This agreement may not be modified or terminated except as

provided in the above terms and conditions or by written agreement of the Lessor and the Lessee. If any provision of this agreement shall be determined to be invalid, it shall be considered as deleted from this agreement and no remaining provision of the agreement shall be deemed invalid.

XV. Choice of Law

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

Approved by the  
Board of County Commissioners of  
PITTSBURG County, Oklahoma this 22<sup>nd</sup> day of February 2016

PITTSBURG County

Gene R. [Signature]  
DISTRICT #1 COMMISSIONER

[Signature]  
DISTRICT #2 COMMISSIONER

[Signature]  
DISTRICT #3 COMMISSIONER

Attest:  
[Signature]  
COUNTY CLERK

For the Lessor:  
[Signature]  
Title: Matt Servio  
Finance Manager, Oklahoma



## ADDENDUM TO LEASE PURCHASE AGREEMENT FOR EQUIPMENT

This Addendum Number 1 supplements, modifies, amends, and forms a part of that certain Lease Purchase Agreement for Equipment between the **BOARD OF COUNTY COMMISSIONERS OF PITTSBURG** County DISTRICT 3 ("Lessee") and Warren Power & Machinery, Inc. ("Lessor") dated February 22, 2016.

The following provisions are incorporated into and form a part of the agreement referenced above as if such provisions were set forth therein. In the event of any conflict between the provisions of this Addendum and the provisions of the Lease, the provisions of this Addendum shall govern.

1. **RENTAL PAYMENTS TO BE UNCONDITIONAL.** EXCEPT AS PROVIDED IN SECTIONS IV AND XII, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN THE LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE EQUIPMENT OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES.

2. **RELEASE AND INDEMNIFICATION.** To the extent permitted by Oklahoma law, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith (including, without limitation, counsel fees and expenses, penalties connected therewith imposed on interest received) arising out of or as result of (a) the entering into of this Lease, (b) the ownership of any item of Equipment, (c) the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of Equipment resulting in damage to property or injury to or death to any person, and/or (e) the result of the breach of any covenant in this Lease or any material misrepresentation contained in this Lease. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under the Lease or the termination of the Lease Term under this Lease for any reason.

3. **DISCLAIMER OF WARRANTIES.** LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY WITH RESPECT THERETO WHETHER EXPRESS OR IMPLIED, AND LESSEE ACCEPTS SUCH AS IS WITH ALL FAULTS. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF ANY LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF ANY ITEM, PRODUCT OR SERVICE PROVIDED FOR IN ANY LEASE.

4. **EVENTS OF DEFAULT DEFINED.** Any of the following events shall constitute an "Event of Default" under this Lease: (a) Failure by Lessee to pay any rental payment or other payment required to be paid under the Lease at the time specified therein; (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected; (c) Any statement, representation or warranty made by Lessee in or pursuant to this Lease or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made; or (d) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding.

5. **REMEDIES ON DEFAULT.** Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps: (a) By written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to this Lease and other amounts payable by Lessee under this Lease to the end of the then current fiscal year to be immediately due and payable; (b) With or without terminating the Lease Term under this Lease, Lessor may enter the premises where the Equipment is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease such Equipment or, for the account of Lessee, sublease

such Equipment, continuing to hold Lessee liable for the difference between (i) the Rental Payments payable by Lessee pursuant to this lease and other amounts related to this Lease of the Equipment that are payable by Lessee to the end of the then current fiscal year, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under this Lease, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees), subject, however, to the provisions of section IV hereof. The exercise of any such remedies respecting any such Event of Default shall not relieve Lessee of any other liabilities under this Lease or the Equipment; (c) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Lease or as a secured party in any or all of the Equipment. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right a power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice other than such notice as may be required in this Article.


6. **REPRESENTATIONS AND COVENANTS OF LESSEE.** Lessee represents, covenants and warrants for the benefit of Lessor on the date hereof as follows: (a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State of Oklahoma with full power and authority to enter into this Lease and the transactions contemplated hereby and to perform all of its obligations hereunder. (b) Lessee has duly authorized the execution and delivery of this Lease by proper action of its governing body at a meeting duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred to ensure the validity and enforceability of this Lease. (c) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. (d) Lessee has complied with such public bidding requirements as may be applicable to this Lease and the acquisition by Lessee of the Equipment. (e) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority. (f) A portion of each Rental Payment is paid as and represents the payment of interest and the balance of each Rental Payment is paid as, and represents payment of principal.

7. **CONTINUATION OF LEASE TERM.** Lessee currently intends, subject to Section IV, to continue the Lease Term through the term indicated on the attached rental payment schedule and to pay the Rental Payments there under. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the maximum Lease Term can be obtained. Lessee further currently intends to do all things lawfully within its power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law, to have such portion of the budget or appropriation request approved and to exhaust all available reviews and appeals in the event such portion of the budget or appropriation request is not approved. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend the applicable Schedule for any fiscal year is within the discretion of the then current governing body of Lessee.

IN WITNESS WHEREOF, this Addendum is executed as of the first date written above.

Warren Power & Machinery, Inc.

PITTSBURG County DISTRICT 3

  
 \_\_\_\_\_  
 Signature  
**Matt Servino**  
 Finance Manager, Oklahoma  
 Print Name  
 \_\_\_\_\_  
 Print Title

  
 \_\_\_\_\_  
 Signature  
**Ross Selman**  
 Print Name  
**Chairman, BCC**  
 Print Title

  
 \_\_\_\_\_  
 Signature  
**Kevin Smith**  
 Print Name  
**Vice-Chairman, BCC**  
 Print Title

  
 \_\_\_\_\_  
 Signature  
**Gene Rogers**  
 Print Name  
**Member, BCC**  
 Print Title



**CERTIFICATE OF ACCEPTANCE**

I, the undersigned, hereby certify that I am a duly qualified and acting officer with respect to the Lease Purchase Agreement For Equipment dated February 22, 2016 (the "Lease"), by and between Warren Power & Machinery, Inc. ("Lessor") and the PITTSBURG County District 3 ("Lessee"), and that:

1. The equipment described in the Lease (the "Equipment") has been delivered and installed in accordance with the terms of the Lease and has been irrevocably accepted by Lessee.
2. Lessee has appropriated and/or taken all other lawful actions necessary to provide moneys sufficient to pay all rental payments required to be paid under the Lease during the fiscal year of Lessee for which moneys have been appropriated and such moneys will be applied in payment of all rental payments due and payable during such current fiscal year.
3. Lessee is exempt from all personal property taxes, and is exempt from sales and/or use taxes with respect to the Equipment and the rental payments.
4. During the Lease Term (as defined in the Lease) the Equipment will be used by Lessee only to perform essential governmental functions. Such functions are:

ROAD MAINTENANCE

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DATED

February 22, 2016

By:

Ross Selman

Its: PITTSBURG COMMISSIONER DISTRICT 3

(To be executed and delivered at the time of delivery of the Equipment)

1000



Caterpillar Financial Services Corporation  
2120 West End Avenue  
Nashville, TN 37203-0001  
Phone: (800) 651-8665

Assignment of Certain Rights under Finance Lease Agreement

PITTSBURG COUNTY DISTRICT 3. is Lessee under this certain contract 001- 0794074-000 that commenced on 3/1/2016 (the "Lease"), between Lessee and Caterpillar Financial Services Corporation as Lessor.

Lessee has requested and Lessor has agreed to amend the terms of the Lease to allow Welch State Bank to purchase one or more of the unit(s) of equipment leased under the Lease (each item of equipment is referred to herein as a "Unit").

<u>Quantity</u>	<u>Equipment</u>	<u>Serial Number(s)</u>
1	CT680	TRX00169

Therefore, Lessee and Lessor agree that if Lessee is not then in default under the Lease, Lessee, by giving Lessor not less than ninety (90) days written notice, may elect to purchase some or all of the Units (which right to purchase may be assigned by Lessee to a third party) for an amount equal to the Purchase Price (as defined below). The designee's purchase shall be exercised on a scheduled payment date under the Lease, and by delivery of the Purchase Price, in cash or wire transfer. Upon receipt of such amount, Lessor shall, upon Lessee's request, execute and deliver to its designee a bill of sale for such Units on an "as-is, where-is, with all faults" basis, without representations or warranties of any kind whatsoever.

As used herein, "Purchase Price" means as of any date of determination thereof, an amount equal to the sum of the then (a) aggregate unpaid rentals owing under the Lease with respect to the Units being purchased as determined by Lessor, plus the amount of any optional or mandatory purchase price for such Units as determined by Lessor, discounted to present value using the rate of interest used by Lessor to calculate the payments under the Lease, and (b) all accrued and unpaid interest, late charges and any other amounts owing under the Lease.

Lessee agrees that Lessor's agreement to permit Lessee or its designee to purchase the Units listed above under the Lease, as provided herein notwithstanding, until such purchase is consummated Lessee shall remain obligated to perform all of its duties and obligations under the Lease with respect to such Units and, except as specifically referenced above, Lessee shall not sell, assign or otherwise transfer any of its other rights under the Lease or delegate or assign any of Lessee's obligations or duties under the Lease, without the prior written consent of Lessor. The Lease shall remain in full force and effect as to all Units not subject to the notice described above.

Lessee requests that Lessor consent to the foregoing.

Consent:

Caterpillar Financial Services Corporation hereby consents to the foregoing. Such consent is not intended nor shall it be construed to be consent for Lessee to sell, assign or otherwise transfer any of its other rights under the Lease or to delegate or assign any of Lessee's obligations or duties under the Lease.

This Consent is effective as of May 7, 2021

Caterpillar Financial Services Corporation

By: Jordan Fahel

Title: Lease Consultant

Signature: *Jordan Fahel*

PITTSBURG COUNTY DISTRICT 3

By: *Ross Selman*

Title: *District 3 Commissioner*

Signature:

*Ross Selman*



*Board of County Commissioners, Pittsburg County*

*Charlie Rogers  
District #1*

*Kevin Smith  
District #2*

*Ross Selman  
District #3*

April 13, 2021

Caterpillar Financial Services Corporation  
P O Box 730681  
Dallas, TX 75373-0681

RE: Assignment of Contract #001-0794074-000 for One Caterpillar CT680 On-Highway Truck TRX00169, 3HSKBTKR8HN464812, Date of Original Lease 03/01/2016

Dear Caterpillar Financial Services Corporation:

Please accept this letter as our request that Caterpillar Financial Services Corporation assign the about mentioned contract to Welch State Bank, all of its right, title and interest in and to the above-described contract for equipment, including title to the property leased thereunder and the right to receive lease payments.

Please send the all documentation regarding the assignment of this lease to Mrs. Sherri Mount at the following address:

Welch State Bank  
P O Box 129  
Welch, OK 74369

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

Sincerely,

A handwritten signature in black ink that reads "Ross Selman". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Ross Selman  
Commissioner

RS:skc

#67133

ADDENDUM TO LEASE PURCHASE AGREEMENT FOR EQUIPMENT

This Addendum Number 1 supplements, modifies, amends, and forms a part of that certain Lease Purchase Agreement for Equipment between the BOARD OF COUNTY COMMISSIONERS OF PITTSBURG County DISTRICT 3 ("Lessee") and Warren Power & Machinery, Inc. ("Lessor") dated February 16, 2016.

The following provisions are incorporated into and form a part of the agreement referenced above as if such provisions were set forth therein. In the event of any conflict between the provisions of this Addendum and the provisions of the Lease, the provisions of this Addendum shall govern.

1. RENTAL PAYMENTS TO BE UNCONDITIONAL. EXCEPT AS PROVIDED IN SECTIONS IV AND XII, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN THE LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE EQUIPMENT OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES.

2. RELEASE AND INDEMNIFICATION. To the extent permitted by Oklahoma law, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith (including, without limitation, counsel fees and expenses, penalties connected therewith imposed on interest received) arising out of or as result of (a) the entering into of this Lease, (b) the ownership of any item of Equipment, (c) the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of Equipment resulting in damage to property or injury to or death to any person, and/or (e) the result of the breach of any covenant in this Lease or any material misrepresentation contained in this Lease. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under the Lease or the termination of the Lease Term under this Lease for any reason.

3. DISCLAIMER OF WARRANTIES. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY WITH RESPECT THERETO WHETHER EXPRESS OR IMPLIED, AND LESSEE ACCEPTS SUCH AS IS WITH ALL FAULTS. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF ANY LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF ANY ITEM, PRODUCT OR SERVICE PROVIDED FOR IN ANY LEASE.

4. EVENTS OF DEFAULT DEFINED. Any of the following events shall constitute an "Event of Default" under this Lease: (a) Failure by Lessee to pay any rental payment or other payment required to be paid under the Lease at the time specified therein; (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected; (c) Any statement, representation or warranty made by Lessee in or pursuant to this Lease or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made; or (d) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding.

5. REMEDIES ON DEFAULT. Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps: (a) By written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to this Lease and other amounts payable by Lessee under this Lease to the end of the then current fiscal year to be immediately due and payable; (b) With or without terminating the Lease Term under this Lease, Lessor may enter the premises where the Equipment is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease such Equipment or, for the account of Lessee, sublease

such Equipment, continuing to hold Lessee liable for the difference between (i) the Rental Payments payable by Lessee pursuant to this lease and other amounts related to this Lease of the Equipment that are payable by Lessee to the end of the then current fiscal year, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under this Lease, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees), subject, however, to the provisions of section IV hereof. The exercise of any such remedies respecting any such Event of Default shall not relieve Lessee of any other liabilities under this Lease or the Equipment; (c) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Lease or as a secured party in any or all of the Equipment. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right a power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice other than such notice as may be required in this Article.

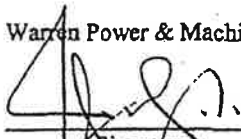
6. REPRESENTATIONS AND COVENANTS OF LESSEE. Lessee represents, covenants and warrants for the benefit of Lessor on the date hereof as follows: (a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State of Oklahoma with full power and authority to enter into this Lease and the transactions contemplated hereby and to perform all of its obligations hereunder. (b) Lessee has duly authorized the execution and delivery of this Lease by proper action of its governing body at a meeting duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred to ensure the validity and enforceability of this Lease. (c) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. (d) Lessee has complied with such public bidding requirements as may be applicable to this Lease and the acquisition by Lessee of the Equipment. (e) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority. (f) A portion of each Rental Payment is paid as and represents the payment of interest and the balance of each Rental Payment is paid as, and represents payment of principal.

7. CONTINUATION OF LEASE TERM. Lessee currently intends, subject to Section IV, to continue the Lease Term through the term indicated on the attached rental payment schedule and to pay the Rental Payments there under. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the maximum Lease Term can be obtained. Lessee further currently intends to do all things lawfully within its power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law, to have such portion of the budget or appropriation request approved and to exhaust all available reviews and appeals in the event such portion of the budget or appropriation request is not approved. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend the applicable Schedule for any fiscal year is within the discretion of the then current governing body of Lessee.

IN WITNESS WHEREOF, this Addendum is executed as of the first date written above.

Warren Power & Machinery, Inc.

PITTSBURG County DISTRICT 3

  
 \_\_\_\_\_  
 Signature  
**Matt Servino**  
 Finance Manager, Oklahoma  
 \_\_\_\_\_  
 Print Name  
 \_\_\_\_\_  
 Print Title

  
 \_\_\_\_\_  
 Signature  
**Ross Selman**  
 \_\_\_\_\_  
 Print Name  
**Chairman, BCC**  
 \_\_\_\_\_  
 Print Title

  
 \_\_\_\_\_  
 Signature  
**Kevin Smith**  
 \_\_\_\_\_  
 Print Name  
**Vice Chairman, BCC**  
 \_\_\_\_\_  
 Print Title

  
 \_\_\_\_\_  
 Signature  
**Gene Rogers**  
 \_\_\_\_\_  
 Print Name  
**Member, BCC**  
 \_\_\_\_\_  
 Print Title

**CERTIFICATE OF ACCEPTANCE**

I, the undersigned, hereby certify that I am a duly qualified and acting officer with respect to the Lease Purchase Agreement

For Equipment dated February 22, 2016 (the "Lease"), by and between Warren Power & Machinery, Inc.

("Lessor") and the PITTSBURG County District 3 ("Lessee"), and that:

1. The equipment described in the Lease (the "Equipment") has been delivered and installed in accordance with the terms of the Lease and has been irrevocably accepted by Lessee.
2. Lessee has appropriated and/or taken all other lawful actions necessary to provide moneys sufficient to pay all rental payments required to be paid under the Lease during the fiscal year of Lessee for which moneys have been appropriated and such moneys will be applied in payment of all rental payments due and payable during such current fiscal year.
3. Lessee is exempt from all personal property taxes, and is exempt from sales and/or use taxes with respect to the Equipment and the rental payments.
4. During the Lease Term (as defined in the Lease) the Equipment will be used by Lessee only to perform essential governmental functions. Such functions are:

ROAD MAINTENANCE

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DATED February 22, 2016

By: [Signature]

Its: PITTSBURG COMMISSIONER DISTRICT 3

(To be executed and delivered at the time of delivery of the Equipment)

## SCHEDULE OF RENTAL PAYMENTS

### Lease No. 67133

This Schedule is executed by **Welch State Bank** ("Lessor") and **Pittsburg County** ("Lessee"), as a supplement to, and is hereby attached to and made a part of that certain Lease Purchase Agreement For Equipment dated as of **February 16, 2016** ("Lease"), between Lessor and Lessee.

**EQUIPMENT LOCATION: District #3: 1906 N. 15<sup>th</sup> Street, McAlester, OK**

**PAYMENT SCHEDULE:**

**RATE: 3.29%**

**Equipment Cost \$56,241.00**

	Date	Payment	Interest	Principal	Balance
Loan	05/17/2021				56,241.00
1	06/17/2021	1,018.19	157.58	860.61	55,380.39
2	07/17/2021	1,018.19	150.16	868.03	54,512.36
3	08/17/2021	1,018.19	152.74	865.45	53,646.91
4	09/17/2021	1,018.19	150.31	867.88	52,779.03
5	10/17/2021	1,018.19	143.11	875.08	51,903.95
6	11/17/2021	1,018.19	145.43	872.76	51,031.19
7	12/17/2021	1,018.19	138.37	879.82	50,151.37
8	01/17/2022	1,018.19	140.52	877.67	49,273.70
9	02/17/2022	1,018.19	138.06	880.13	48,393.57
10	03/17/2022	1,018.19	122.47	895.72	47,497.85
11	04/17/2022	1,018.19	133.08	885.11	46,612.74
12	05/17/2022	1,018.19	126.39	891.80	45,720.94
13	06/17/2022	1,018.19	128.11	890.08	44,830.86
14	07/17/2022	1,018.19	121.56	896.63	43,934.23
15	08/17/2022	1,018.19	123.10	895.09	43,039.14
16	09/17/2022	1,018.19	120.59	897.60	42,141.54
17	10/17/2022	1,018.19	114.27	903.92	41,237.62
18	11/17/2022	1,018.19	115.54	902.65	40,334.97
19	12/17/2022	1,018.19	109.37	908.82	39,426.15
20	01/17/2023	1,018.19	110.47	907.72	38,518.43
21	02/17/2023	1,018.19	107.92	910.27	37,608.16
22	03/17/2023	1,018.19	95.18	923.01	36,685.15
23	04/17/2023	1,018.19	102.79	915.40	35,769.75
24	05/17/2023	1,018.19	96.99	921.20	34,848.55
25	06/17/2023	1,018.19	97.64	920.55	33,928.00
26	07/17/2023	1,018.19	92.00	926.19	33,001.81
27	08/17/2023	1,018.19	92.47	925.72	32,076.09
28	09/17/2023	1,018.19	89.87	928.32	31,147.77
29	10/17/2023	1,018.19	84.46	933.73	30,214.04
30	11/17/2023	1,018.19	84.66	933.53	29,280.51
31	12/17/2023	1,018.19	79.39	938.80	28,341.71
32	01/17/2024	1,018.19	79.41	938.78	27,402.93
33	02/17/2024	1,018.19	76.78	941.41	26,461.52
34	03/17/2024	1,018.19	69.36	948.83	25,512.69
35	04/17/2024	1,018.19	71.48	946.71	24,565.98
36	05/17/2024	1,018.19	66.61	951.58	23,614.40
37	06/17/2024	1,018.19	66.16	952.03	22,662.37
38	07/17/2024	1,018.19	61.45	956.74	21,705.63
39	08/17/2024	1,018.19	60.82	957.37	20,748.26

40	09/17/2024	1,018.19	58.13	960.06	19,788.20
41	10/17/2024	1,018.19	53.66	964.53	18,823.67
42	11/17/2024	1,018.19	52.74	965.45	17,858.22
43	12/17/2024	1,018.19	48.42	969.77	16,888.45
44	01/17/2025	1,018.19	47.32	970.87	15,917.58
45	02/17/2025	1,018.19	44.60	973.59	14,943.99
46	03/17/2025	1,018.19	37.82	980.37	13,963.62
47	04/17/2025	1,018.19	39.12	979.07	12,984.55
48	05/17/2025	1,018.19	35.21	982.98	12,001.57
49	06/17/2025	1,018.19	33.63	984.56	11,017.01
50	07/17/2025	1,018.19	29.87	988.32	10,028.69
51	08/17/2025	1,018.19	28.10	990.09	9,038.60
52	09/17/2025	1,018.19	25.33	992.86	8,045.74
53	10/17/2025	1,018.19	21.82	996.37	7,049.37
54	11/17/2025	1,018.19	19.75	998.44	6,050.93
55	12/17/2025	1,018.19	16.41	1,001.78	5,049.15
56	01/17/2026	1,018.19	14.15	1,004.04	4,045.11
57	02/17/2026	1,018.19	11.33	1,006.86	3,038.25
58	03/17/2026	1,018.19	7.69	1,010.50	2,027.75
59	04/17/2026	1,018.19	5.68	1,012.51	1,015.24
60	05/17/2026	1,018.19	2.95	1,015.24	0.00
Grand Totals		61,091.40	4,850.40	56,241.00	

Lessee is obligated to only pay such rental payments under this agreement as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current budget year. Should Lessee fail to budget, appropriate or otherwise make available funds to pay rental payments following the then current original term or renewal term, this agreement shall be deemed terminated at the end of the then current original term or renewal term. Final payment may vary due to the actual date payments were received.

**LESSEE: Pittsburg County**

BY:   
 Ross Selman, District #3

TITLE: County Commissioner





JOSEPH TROOP  
612 FAIRWAY VIEW TERRACE  
SOUTHLAKE, TX 76092

32-1432/1110

1771

DATE January 21, 2023

PAY TO THE  
ORDER OF

Pittsburg County Longtown Siren \$ 250<sup>00</sup>  
Two hundred fifty and 00/100 DOLLARS

Security Features  
Included  
Details on Back

 **BANK OF TEXAS**

www.bankoftexas.com

MEMO

weather siren

Cynthia Troop

MP

**PITTSBURG COUNTY COMMISSIONER  
FEBRUARY 6, 2023  
MINUTES**

The Board of County Commissioners, Pittsburg County, met in regular session on February 6, 2023 at 9:00 A.M., Meeting held in County Commissioners Conference Room, after proper notice and agenda were posted indicating time and date. Agenda was posted at 8:41 A.M., February 3, 2023.

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

Charlie Rogers	Present
Ross Selman	Present
Kevin Smith	Present

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

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

**NAY:** None.

Motion Passed.

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

**A. REGULAR MEETING MINUTES FROM JANUARY 30, 2023:** The minutes from the previous meeting, January 30, 2023 regular meeting were read. Smith made a motion to approve the minutes as read; seconded by Selman.

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

**NAY:** None.

Motion Passed.

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

**6. OFFICIALS – DEPARTMENT REPORTS:**

**A. LETTER ADDING RECEIVING OFFICER FOR THE SOUTHEAST EXPO ACCOUNTS:** Sandra Crenshaw stated that the letter is to add Jerry Lynn Wilson as a receiving officer.

**B. LETTER CHANGING RECEIVING OFFICER FOR THE SHADY GROVE VOLUNTEER FIRE DEPARTMENT:** Rogers read the letter changing the receiving officer.

**7. FISCAL TRANSACTIONS:**

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

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:** Rogers 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
Emergency Mgmt	6945	\$1,000.00	Johnny's Market
Jail	6946	\$ 500.00	Bemac
Jail	6947	\$ 200.00	Walmart
Jail	6948	\$ 500.00	Kiamichi Automotive
Jail	6949	\$ 600.00	O'Reilly's
Jail	6950	\$2,000.00	The Bank N.A.
Jail	6951	\$ 500.00	Pruett's Foods
Jail	6952	\$ 500.00	Pepsi Cola
Jail	6953	\$ 500.00	Staples
Jail	6954	\$ 250.00	Cintas 1 <sup>st</sup> Aid
Jail	6955	\$ 500.00	Holman's Fast Lube
Jail	6956	\$ 400.00	Walmart
Jail	6957	\$ 500.00	Walmart
Jail	6958	\$ 500.00	Walmart
Jail	6959	\$ 500.00	T&W Tire

DEPT	PO	AMOUNT	VENDOR
District 1	6960	\$ 500.00	O'Reilly's
Animal Shelter	6962	\$ 50.00	H2O Depot
Animal Shelter	6964	\$ 125.00	Unifirst
District #3	6965	\$ 100.00	OTA Pikepass
District #1	6967	\$ 25.00	H2O Depot
District #1	6968	\$ 200.00	Lindley's Grocery
District #1	6969	\$4,000.00	Comdata
District #3	6970	\$2,000.00	Unifirst
District #1	6972	\$ 100.00	OTA Pikepass
District #1	6973	\$ 500.00	Weldon Parts
District #3	6975	\$ 500.00	O'Reilly's
District #1	6976	\$ 500.00	Kiamichi Automotive
District #3	6979	\$5,000.00	Comdata
District #3	6981	\$1,000.00	Kiamichi Automotive
District #2	6977	\$ 100.00	OTA Pikepass
Animal Shelter	6980	\$ 200.00	Comdata
Asphalt Plant	6982	\$ 500.00	Comdata
Expo	6983	\$ 750.00	Comdata
Expo	6984	\$ 500.00	Johnny's Market
Expo	6985	\$ 500.00	Lowes
Expo	6986	\$ 500.00	Locke Supply
Expo	6987	\$1,000.00	Pepsi Cola
Expo	6988	\$1,500.00	Ada Paper
Asphalt Plant	6989	\$ 200.00	Unifirst

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

AYE: Charlie Rogers  
 Ross Selman  
 Kevin Smith

NAY: None.

Motion Passed.

**8. UNFINISHED BUSINESS:**

**A. TOMMY WILEY TO ADDRESS THE BOARD FOR SAFETY APPAREL:** Smith made a motion to strike the item from the agenda; seconded by Selman.

AYE: Charlie Rogers  
 Ross Selman  
 Kevin Smith

NAY: None.

Motion Passed.

**9. AGENDA ITEMS:**

**A. RESOLUTION 23-207 TO DEPOSIT CHECK – DISTRICT 1:** Rogers read the resolution. Rogers made a motion to approve the resolution; seconded by Selman.

AYE: Charlie Rogers  
Ross Selman  
Kevin Smith

NAY: None.

Motion Passed.

**B. RESOLUTION 23-208 TO DEPOSIT - CHECK DISTRICT 3:** Rogers read the resolution. Rogers made a motion to approve the resolution; seconded by Selman.

AYE: Charlie Rogers  
Ross Selman  
Kevin Smith

NAY: None.

Motion Passed.

**C. RESOLUTION 23-209 TO ACCEPT DONATIONS FOR THE HIGHWAY 9 STORM SIREN ACCOUNT – EMERGENCY MANAGEMENT:** Rogers read the resolution. Rogers made a motion to accept the donation; seconded by Smith.

AYE: Charlie Rogers  
Ross Selman  
Kevin Smith

NAY: None.

Motion Passed.

**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 FORSEEN PRIOR TO POSTING THIS AGENDA:** None.

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

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

AYE: Charlie Rogers  
Ross Selman  
Kevin Smith

NAY: None.

Motion Passed. Meeting Recessed.

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

Charlie Rogers	Present
Ross Selman	Present
Kevin Smith	Present

**3. APPROVAL OF AGENDA:** Smith made a motion to correct item 13A to read District 3; seconded by Rogers.

AYE: Charlie Rogers  
Ross Selman  
Kevin Smith

NAY: None.

Motion Passed.

**13. 10:00 A.M. – BID OPENINGS:**

**A. BID #15 FINANCING FOR (1) CATERPILLAR 323F HYDRAULIC EXCAVATOR – DISTRICT 3:** The following bids were received.

VENDOR	AMOUNT
SNB Bank	4.22% 48 months
	4.27% 60 months
	4.52% 72 months
Welch State Bank	4.46% 48 months
	4.54% 60 months
	4.57% 72 months

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

AYE: Charlie Rogers  
Ross Selman  
Kevin Smith

NAY: None.

Motion Passed.

**B. BID #16 FINANCING FOR (1) CATERPILLAR 12M3 MOTORGRADER – DISTRICT 2:** The following bids were received.

VENDOR	AMOUNT
SNB Bank	4.27% 48 months
	4.27% 60 months
	4.52% 72 months
Welch State Bank	4.46% 48 months
	4.54% 60 months
	4.57% 72 months

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

AYE: Charlie Rogers  
 Ross Selman  
 Kevin Smith

NAY: None.

Motion Passed.

**C. BID #17 FINANCING FOR (1) CATERPILLAR 12M3 MOTORGRADER –  
 DISTRICT 2:** The following bids were received.

VENDOR	AMOUNT
RCB Bank	4.00% 48 months
	4.17% 60 months
	4.23% 72 months
SNB Bank	4.22% 48 months
	4.27% 60 months
	4.52% 72 months
Welch State Bank	4.46% 48 months
	4.54% 60 months
	4.47% 72 months

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

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 adjourn; seconded by Selman.

AYE: Charlie Rogers  
 Ross Selman  
 Kevin Smith

NAY: None.

Motion Passed. Meeting Adjourned.



# Purchase Orders By Account

Fiscal Year : 2022-2023

Date Range: 02/06/2023 to 02/06/2023

PO	Warrant No.	Vendor Name	Purpose	Amount
<b>Animal Shelter</b>				
<b>1316-1-8020-2005</b>				
005895	000467	COMDATA	FUEL	\$ 50.22
005905	000468	UNIFIRST CORP.	MAT MAINTENANCE	\$ 74.00
006623	000469	ZOETIS US LLC	VACCINES	\$ 2,059.00
006843	000470	ACC BUSINESS	MONTHLY INTERNET SE	\$ 254.31
			<b>Total:</b>	<b>\$ 2,437.53</b>
<b>Econ Dev Trust</b>				
<b>7603-4-0500-2005</b>				
006913	000198	ACC BUSINESS	MONTHLY SERVICE	\$ 608.66
			<b>Total:</b>	<b>\$ 608.66</b>
<b>Emergency Mgmt</b>				
<b>1212-2-2700-2005</b>				
002452	000155	JOHNNYS A STREET MARKET	EMERGENCY MEALS	\$ 225.73
003064	000156	WALMART COMMUNITY CARD	BOTTLED WATER ETC.	\$ 395.94
006631	000157	KIAMICHI AUTOMOTIVE WAREHOUSE	BATTERIES	\$ 1,067.96
006726	000158	PITSTOP LOCK & SAFE	KEY	\$ 105.00
006901	000159	ACC BUSINESS	MONTHLY INTERNET SE	\$ 254.32
			<b>Total:</b>	<b>\$ 2,048.95</b>
<b>General</b>				
<b>0001-1-0100-2005</b>				
006929	002631	VYVE BROADBAND	MONTHLY SERVICE	\$ 195.90
006932	002632	OKLAHOMA BAR ASSOCIATION	DUES	\$ 275.00
			<b>Total:</b>	<b>\$ 470.90</b>
<b>0001-1-0600-2005</b>				
006823	002633	ACC BUSINESS	MONTHLY INTERNET SE	\$ 246.86
006883	002634	CANON FINANCIAL SERVICES	COPIER LEASE	\$ 144.00
			<b>Total:</b>	<b>\$ 390.86</b>

PO Warrant No. Vendor Name Purpose Amount

**General**

**0001-1-1000-2005**  
 006821 002635 ACC BUSINESS MONTHLY INTERNET SE \$ 246.86  
 006844 002636 PITNEY BOWES GLOBAL FINANCIAL S POSTAGE METER LEASE \$ 473.76  
**Total: \$ 720.62**

**0001-1-1600-2005**  
 006819 002637 ACC BUSINESS MONTHLY INTERNET SE \$ 246.85  
**Total: \$ 246.85**

**0001-1-2200-2005**  
 006822 002638 ACC BUSINESS MONTHLY INTERNET SE \$ 246.86  
 006925 002639 MILLER OFFICE EQUIPMENT COPY OVERAGE \$ 99.35  
**Total: \$ 346.21**

**0001-2-2700-2005**  
 005894 002640 CINTAS FIRST AID AND SAFETY #418 FIRST AID SUPPLIES \$ 153.33  
**Total: \$ 153.33**

**0001-5-0900-2005**  
 006818 002641 ACC BUSINESS MONTHLY INTERNET SE \$ 254.31  
**Total: \$ 254.31**

**0001-6-0800-2005**  
 006820 002642 ACC BUSINESS MONTHLY INTERNET SE \$ 246.86  
**Total: \$ 246.86**

**Health**

**1216-3-5000-1110**  
 006898 000219 OKLA. STATE DEPT. OF HEALTH PROFESSIONAL SERVIC \$ 35,196.69  
**Total: \$ 35,196.69**

**1216-3-5000-2005**  
 006567 000220 FLOODSERV CARPET CLEANING \$ 500.00  
 006891 000221 PUBLIC SERVICE CO. OF OKLAHOMA MONTHLY SERVICE \$ 4,477.51  
 006934 000222 SHRED-IT SHRED SERVICE \$ 226.20  
 006935 000223 PITNEY BOWES RESERVE ACCT POSTAGE \$ 2,500.00  
**Total: \$ 7,703.71**

**Health**

**1216-3-5000-4110**  
 006892 000224 BANCFIRST BUILDING PAYMENT \$ 25,731.67  
**Total: \$ 25,731.67**

**Highway**

**1102-6-4100-2005**  
 006649 001863 RAM INC FUEL \$ 1,475.09  
 006650 001864 O REILLY AUTO PARTS FILTERS ETC \$ 310.43  
 006662 001865 YELLOW HOUSE MACHINE ROLLER \$ 2,710.54  
 006665 001866 DIRECT DISCOUNT TIRE TIRES \$ 282.02  
 006672 001867 T & W TIRE TIRE & MOUNT \$ 1,781.92  
 006881 001868 CANON FINANCIAL SERVICES MONTHLY COPIER LEAS \$ 102.00  
 006903 001869 VYVE BROADBAND MONTHLY SERVICE \$ 228.31  
**Total: \$ 6,890.31**

**1102-6-4200-2005**  
 006920 001870 SUMMIT UTILITIES OKLAHOMA INC MONTHLY SERVICE \$ 1,128.06  
**Total: \$ 1,128.06**

**1102-6-6520-2005**  
 006594 001871 SOUTHEASTERN TRUCK & TRAILER VALVE \$ 59.90  
**Total: \$ 59.90**

**Hwy-ST**

**1313-6-8040-2005**  
 006493 001421 RAM INC FUEL \$ 9,930.33  
**Total: \$ 9,930.33**

**1313-6-8041-2005**  
 005821 001422 LINDLEYS GROCERY SHOP SUPPLIES \$ 57.44  
 005827 001423 KIAMICHI AUTOMOTIVE WAREHOUSE PARTS & SHOP SUPPLIE \$ 97.92  
 006237 001424 STIGLER STONE 1" CRUSHER RUN \$ 5,428.94  
 006300 001425 STIGLER STONE 1 1/2" ODOT BASE TYPE \$ 5,897.13  
 006386 001426 CUSTOM PRODUCTS CORPORATION SIGNS \$ 137.93  
 006419 001427 STIGLER STONE 1 1/2" ODOT BASE TYPE \$ 6,225.76  
 006500 001428 AIRGAS OXYGEN \$ 28.12  
 006917 001429 HAILEYVILLE WATER DEPT. MONTHLY SERVICE \$ 449.50  
 006918 001430 CANADIAN VALLEY TELEPHONE MONTHLY SERVICE \$ 46.29  
 006919 001431 SUMMIT UTILITIES OKLAHOMA INC MONTHLY SERVICE \$ 909.56

**Hwy-ST**

**1313-6-8041-2005**

**Total: \$ 19,278.59**

**1313-6-8042-2005**

005946	001432	SOUTHEASTERN TRUCK & TRAILER	CLUTCH ETC	\$ 1,609.36
			<b>Total:</b>	<b>\$ 1,609.36</b>

**1313-6-8043-2005**

005806	001433	BURDINE FARM SUPPLY	ROCK SALT	\$ 405.00
005919	001434	OTA PIKEPASS	TOLL	\$ 38.15
006511	001435	BURDINE FARM SUPPLY	ROCK SALT	\$ 735.00
006915	001436	CANON FINANCIAL SERVICES	MONTHLY COPIER LEAS	\$ 102.00
			<b>Total:</b>	<b>\$ 1,280.15</b>

**Jail-ST**

**1315-2-8034-2005**

006620	000567	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 105.46
006831	000568	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE	\$ 3,480.86
			<b>Total:</b>	<b>\$ 3,586.32</b>

**Rural Fire-ST**

**1321-2-8212-2005**

006884	000654	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 263.87
006885	000655	COOKSON HILLS ELECTRIC COOP.	MONTHLY SERVICE	\$ 61.00
			<b>Total:</b>	<b>\$ 324.87</b>

**1321-2-8216-2005**

006604	000656	TOLIVER CHEVROLET	BRAKE REPAIR	\$ 1,671.16
			<b>Total:</b>	<b>\$ 1,671.16</b>

**1321-2-8219-2005**

006516	000657	FREEDOM FORD	VEHICLE SERVICE	\$ 624.44
006517	000658	FREEDOM FORD	VEHICLE SERVICE	\$ 442.45
			<b>Total:</b>	<b>\$ 1,066.89</b>

**1321-2-8227-2005**

006746	000659	HOPKINS PROPANE	PROPANE	\$ 1,912.00
			<b>Total:</b>	<b>\$ 1,912.00</b>

**SH Commissary**

<b>1223-2-0400-2005</b>				
006636	000171	COMMISSARY EXPRESS	INHOUSE COMMISSARY	\$ 2,965.99
006745	000172	COMMISSARY EXPRESS	KIOSK FEES	\$ 120.25
006874	000173	OKLAHOMA TAX COMMISSION	SALES TAX	\$ 1,493.00
			<b>Total:</b>	<b>\$ 4,579.24</b>

**SH Svc Fee**

<b>1226-2-3400-2005</b>				
005864	001209	PEPSI-COLA BOTTLING CO.	INMATE WORK CREW	\$ 404.00
006104	001210	KIAMICHI AUTOMOTIVE WAREHOUSE	PARTS & SHOP SUPPLIE	\$ 184.56
006743	001211	LOWES	SHOP VAC ETC	\$ 479.18
006747	001212	LOWES	BUILDING	\$ 214.05
006834	001213	ACC BUSINESS	MONTHLY SERVICE	\$ 254.32
			<b>Total:</b>	<b>\$ 1,536.11</b>

<b>1226-2-3400-2030</b>				
006744	001214	COMMISSARY EXPRESS	DEBIT PHONE TIME FEE	\$ 106.00
006869	001215	CHRISTOPHER BEENE M.D.	INMATE MEDICAL	\$ 3,000.00
			<b>Total:</b>	<b>\$ 3,106.00</b>

**Grand Total: \$ 134,516.44**