



# 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 17 2023  
8:33 AM  
HOPE TRAMMELL, COUNTY CLERK  
PITTSBURG COUNTY  
BY \_\_\_\_\_ DEPUTY

DATE: February 21, 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, February 13, 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  
None.
7. FISCAL TRANSACTIONS  
A) Claims And Purchase Orders  
B) Transfers  
C) Monthly Reports  
D) Blanket Purchase Orders

**8. UNFINISHED BUSINESS**

- A) Approve/Disapprove License Agreement for Temporary Staging Area between Pittsburg County and Public Service Company of Oklahoma.

**9. AGENDA ITEMS**

- A) Accept or Deny application for Certificate of Authority to locate or establish a cemetery- District 1
- B) Approve or Disapprove Public Hearing Notice to establish a cemetery- District 1
- C) Approve/Disapprove finance agreement between the Pittsburg County Animal Shelter and Canon Financial Services, Inc. for new copier.
- D) Approve/Disapprove amended subdivision plat for Moonshine Mountain- District 2
- E) Resolution 23-216 to deposit check- District 2
- F) Resolution 23-217 to cancel purchase order- Sheriff
- G) Resolution 23-218 Advertise for Bids, Labor, and Materials to Install Insulation at the Southeast Expo Center
- H) Resolution 23-219 to declare surplus- District 1
- I) Resolution 23-220 to declare items junk- District 1
- J) Resolution 23-221 to Advertise for Bids for ON-PREMISE VOIP PBX SYSTEM for the Pittsburg County Courthouse.
- K) Resolution 23-222 to cancel purchase order- District 3
- L) Discussion, Consideration and Possible Action to approve Subdivision and Special District Settlement Participation Form for the Allergen and Teva Settlement, the CVS Settlement, the Walgreens Settlement, and the Walmart Settlement, all parts of the National Prescription Opiates Litigation
- M) Executive Session:
  - i) To Conduct the Personnel Performance Evaluation of Lane Stine, Asphalt Plant Employee, pursuant to Oklahoma Statutes Title 25, § 307 (B)(1)
  - ii) To Conduct the Personnel Performance Evaluation of Raymond Orr, Expo Maintenance, pursuant to Oklahoma Statutes Title 25, § 307(B)(1)
  - iii) To Conduct the Personnel Performance Evaluation of Shannon Stacey, Expo Facilities Manager, pursuant to Oklahoma Statutes Title 25, § 307(B)(1)
  - iv) To Conduct the Personnel Performance Evaluation of Jerry Lynn Wilson, Expo Promotions Manager, pursuant to Oklahoma Statutes Title 25, § 307(B)(1)
  - v) To Conduct the Personnel Performance Evaluation of Mike Billy, Courthouse Maintenance, pursuant to Oklahoma Statutes Title 25, § 307(B)(1)

**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.**

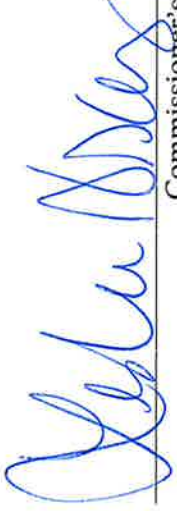
12. 10:00 A.M. – PUBLIC HEARINGS

None.

13. 10:00 A.M. – BID OPENINGS

None.

14. RECESS OR ADJOURNMENT

A handwritten signature in blue ink, appearing to read "John D. [unclear]", is written over a horizontal line.

Commissioner's Assistant



APPLICATION FOR CERTIFICATE OF AUTHORITY  
TO LOCATE OR ESTABLISH A CEMETERY

(OKLAHOMA STATUTES, TITLE 8 § 183)

APPLICANT

Proposed Cemetery Name: NOONER FAMILY CEMETERY

Name of the person authorized to act in its behalf: LINDA K. NOONER

Address: 7536 BLOCKER ROAD  
MC ALESTER, OK 74501

Telephone: 918-424-5299

E-mail: YORKWESTBY@YAHOO.COM

LOCATION

Provide the legal description of the property in Pittsburg County, Oklahoma where the proposed cemetery will be located.

NE 1/4 OF SEC. 26, TOWN 7 NORTH,  
RANGE 16-EAST OF 1M ALL IN  
PITTSBURG COUNTY, OK

GENERAL

1. What experience does the applicant have in operating a cemetery?

NONE BUT ALWAYS MOWED + KEPT PLOTS + LAWN

2. What other cemeteries does the applicant either own or operate?

NONE

3. Does the applicant intend to sell burial spaces in the cemetery? Yes  No

If yes, what is the purchase price that applicant intends to charge for a burial space? \_\_\_\_\_

4. What is the applicant's plan for the management and operation of the proposed cemetery? Who will own the cemetery? Who will manage the cemetery? LINDA NOONER NOONER TRUST

SAME

WILL BE FENCED + MAINTAINED AS NEEDED.

Applicant agrees to provide to the Board of County Commissioners such additional information as the Board may request for its use in order to conduct a careful investigation and examination relating to the financial standing and character and qualifications and experience of the officers and managers of the proposed cemetery. Any information provided shall be considered confidential.

Applicant hereby requests that the Board of County Commissioners of Pittsburg County, Oklahoma issue a certificate of authority to locate and establish a cemetery in Pittsburg County, Oklahoma, pursuant to Oklahoma Statutes, Title 8 § 183.

DATED this 8 day of FEB., 2023.

Linda K. Nooner

Signature of Applicant

Charlie Rogers

Signature of Applicant

LINDA K. NOONER

Printed Name of Applicant

Charlie Rogers

Printed Name of Applicant

§8-183. Certificate of authority - Application - Investigation  
- Public hearing - Expenses.

(a) No organization subject to the provisions of this act shall locate or establish a cemetery in any county of this state except after a certificate of authority has been issued therefor by the board of county commissioners of the county wherein such cemetery is to be located and operated, except that no application shall be required pursuant to Section 2 of this act. The issuance of such certificate of authority shall rest solely in the discretion of the board of county commissioners of the county wherein such cemetery is to be located and operated. The request to establish such proposed cemetery shall be set forth in a written application made to the board of county commissioners, provided that the form of the application shall be prescribed and furnished by the board and shall contain such information as the board may require; provided, however, that no such certificate of authority shall be required for establishing or operating any cemetery, graveyard or burial ground in such cities containing a population over three hundred thousand (300,000), authority for the construction and operation of which shall be obtained from the governmental planning commission having jurisdiction over zoning and building regulations covering the area wherein such cemetery, graveyard or burial ground is located.

(b) The board of county commissioners shall not approve an application nor issue a certificate of authority until:

1. The board shall make or cause to be made an investigation and examination of the applicant and the application.

2. The board shall give notice of such application, and the hearing to be held thereon, by publication once a week for two (2) consecutive weeks in a newspaper having a general circulation in the county in which the applicant proposes to locate and operate the cemetery.

3. The board shall, after the date of the said publication, hold a public hearing on the application in such place in the county as it shall designate.

(c) After the filing of the application for a certificate of authority, the board of county commissioners shall make or cause to be made a careful investigation and examination relating to the financial standing and character of the organizers of the proposed cemetery, the character and qualifications and experience of the officers and managers thereof, for the use of the board, which information shall be considered confidential; of the adequacy of the initial investment in the proposed cemetery; of the adequacy of the planned perpetual care fund if the proposed cemetery is to be a perpetual care cemetery; of the proximity of the proposed cemetery to human dwellings and the sanitary and health conditions in regard to the location of the proposed cemetery; and of the public necessity for the cemetery in the community in which such proposed cemetery is to be located and operated; and if the board of county commissioners, after the public hearing herein provided, shall determine any of the questions unfavorable to the applicant, the applicant shall not be approved and the certificate of authority shall not be issued, and if such questions be determined favorably by the board, the board shall approve the application and the certificate of authority shall be issued.

(d) At the public hearing any person who is interested may appear and be heard, either in person or by his attorney. Within sixty (60) days from the date of such hearing the board of county commissioners shall render its findings and decision, in such form and detail as it shall prescribe, and a copy of the same shall be forwarded to the applicant and all persons who have entered an appearance.

(e) All expenses which may be incurred by the board of county commissioners in performing its duties as provided in this section shall be paid to the board by the applicant at the time of filing the application for the certificate of authority, provided such expenses shall in no event exceed Five Hundred Dollars (\$500.00) and any balance remaining unexpended shall be returned to the applicant by the board at the conclusion of the hearing.

Added by Laws 1955, p. 105, § 3, emerg. eff. May 23, 1955. Amended by Laws 1963, H.J.R. No. 554, p. 764, § 2, emerg. eff. June 14, 1963; Laws 2014, c. 100, § 1, eff. Nov. 1, 2014.



*Board of County Commissioners, Pittsburg County*

*Charlie Rogers  
District #1*

*Kevin Smith  
District #2*

*Ross Selman  
District #3*

PUBLIC HEARING NOTICE

The purpose of this public hearing is to enable comments on the establishing of a cemetery, located as follows:

A tract of land in the NE 1/4, Section 26, Township 7 North, Range 16 East.

The public hearing will provide a clear explanation of the probable impacts on the community and residents. More specific details will be provided at the public hearing which will be held in the Pittsburg County Commissioners Conference Room, Pittsburg County Courthouse, 115 E. Carl Albert Parkway, Room 100B, McAlester, Oklahoma, during a regular meeting of the Board of County Commissioners, Pittsburg County, on Monday, March 20, 2023 at 10:00 a.m.

Dated this 21st day of February, 2023.

Certified by

  
Charlie Rogers, District 1 Commissioner





CANON FINANCIAL SERVICES, INC. ("CFS")

Remittance address: 14904 Collections Center Drive  
Chicago, Illinois 60693 (800) 220-0200

# MUNICIPAL FINANCE AGREEMENT

CFS-1045 (05/17)

CFS' AGREEMENT NUMBER 1918978

CUSTOMER (FULL LEGAL NAME) PITTSBURG COUNTY, OKLAHOMA		DBA ANIMAL SHELTER	PHONE (*Customer*) (918) 423-7803
BILLING ADDRESS 1206 N WEST ST		CITY MCALESTER	COUNTY PITTSBURG
EQUIPMENT ADDRESS same as billing		CITY	COUNTY
		STATE OK	ZIP 74501
		STATE	ZIP

EQUIPMENT INFORMATION			NUMBER AND AMOUNT OF PAYMENTS	
Quantity	Serial Number	Make/Model/Description	Number of Payments	Total Payment *
1	4CD06814	CANON IMR-C3826i COPIER SYSTEM	60	110.00
TERM: 60 months			PAYMENT FREQUENCY: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	
				* Plus Applicable Taxes

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

<b>ACCEPTED</b>	<b>AUTHORIZED CUSTOMER SIGNATURE</b>
<b>CANON FINANCIAL SERVICES, INC.</b>	By: X
By: _____	Title: <u>Chairman, Boce</u>
Title: _____	Printed Name: <u>Charlie Rogers</u>
Date: _____	Email Address: _____
	By: X _____
	Title: _____
	Printed Name: _____
	Email Address: _____

**ACCEPTANCE CERTIFICATE**

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

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

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Title (if any): \_\_\_\_\_ Date: \_\_\_\_\_

### TERMS AND CONDITIONS

- 1. AGREEMENT:** CFS leases to Customer, a PITTSBURG COUNTY, OKLAHO [state name or political subdivision or agency] of Oklahoma [State name] with its chief executive office at 1206 N WEST ST, MCALESTER, OK 74501, and Customer leases from CFS, with its place of business at 158 Galther Drive, Suite 200, Mount Laurel, New Jersey 08054, all the equipment described above, together with all replacement parts and substitutions for and additions to such equipment ("Equipment"), upon the terms and conditions set forth in this Municipal Finance Agreement ("Agreement").
- 2. TERM OF AGREEMENT:** This Agreement shall be effective on the date the Equipment is delivered to Customer ("Commencement Date"), provided Customer executes CFS' form of acceptance ("Acceptance Certificate") or otherwise accepts the Equipment as specified herein. The term of this Agreement begins on the date accepted by CFS or any later date that CFS designates ("Agreement Date"), and shall consist of the payment periods specified above. After acceptance of the Equipment, Customer shall have no right to revoke such acceptance or cancel this Agreement during the term hereof, except as set forth herein. The term of this Agreement shall end, unless sooner terminated by CFS after an event of default or under the Fiscal Funding provision, when all amounts required to be paid by Customer under this Agreement have been paid as provided. Except as provided herein, Customer has no right to return the Equipment to CFS.
- 3. PAYMENTS:** Customer agrees to pay to CFS, as invoiced, during the term of this Agreement, (a) the payments specified under "Number and Amount of Payments" above, and (b) such other amounts permitted hereunder as invoiced by CFS and (c) on Schedule 1 attached hereto (collectively, "Payments"). Such Payments are comprised of the principal and interest thereon. The amount of each Payment is based on the supplier's best estimate of the cost of the Equipment. Customer authorizes CFS to adjust the Payment by up to fifteen percent (15%) if the actual total cost of the Equipment, including any sales or use tax, is more or less than originally estimated. Customer's obligation to pay all amounts due under this Agreement and all other obligations hereunder shall be absolute and unconditional and is not subject to any abatements, set-off, defense or counterclaim for any reason whatsoever.
- 4. APPLICATION OF PAYMENTS:** All Payments received by CFS from Customer under this Agreement will be applied to amounts due and payable hereunder chronologically, based on the date of the charge as shown on the invoice for each such amount and among amounts having the same date in such order as CFS, in its discretion, may determine.
- 5. NO CFS WARRANTIES:** CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER DEALER OR SUPPLIER OF THE EQUIPMENT. CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED "AS IS" AND IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT CFS HAS MADE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUITABILITY OR DURABILITY OF THE EQUIPMENT, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any warranty with respect to the Equipment made by the manufacturer, dealer, or supplier is separate from, and is not a part of, this Agreement and shall be for the benefit of CFS, Customer and CFS' successors or assignees, if any. So long as Customer is not in breach or default of this Agreement, CFS assigns to Customer any warranties (including those agreed to between Customer and the manufacturer, dealer or supplier) which CFS may have with respect to any item of Equipment; provided that the scope and limitations of any such warranty shall be solely as set out in any agreement between Customer and such manufacturer, dealer, or supplier or as otherwise specified in warranty materials from such manufacturer, dealer, or supplier and shall not include any implied warranties arising solely from CFS' acquisition of the Equipment. CUSTOMER ACKNOWLEDGES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OF THIS AGREEMENT OR ANY SCHEDULE, OR TO MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THIS AGREEMENT OR THE EQUIPMENT ON BEHALF OF CFS.
- 6. FISCAL FUNDING:** Customer warrants that it has funds available to pay Payments payable pursuant to this Agreement until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of this Agreement. The officer of Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to CFS under this Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to CFS for the Equipment, Customer may, upon prior written notice to CFS, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to CFS, at Customer's expense and in accordance with this Agreement, and thereupon, Customer shall be released of its obligation to make Payments to CFS due thereafter and title to the Equipment shall be vested in CFS, provided: (1) the Equipment is returned to CFS as provided for in the Agreement; (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; (3) such notice is accompanied by payment of all amounts then due to CFS under this Agreement; and (4) Customer executes a bill of sale and other documents requested by CFS to evidence the return of title in the Equipment to CFS. In the event Customer returns the Equipment pursuant to the terms of this Agreement, CFS shall retain all sums paid by Customer. Customer's Payment obligations under this Agreement in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in this Agreement shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for this Agreement and the Equipment.
- 7. ACCEPTANCE; DELIVERY:** Customer's execution of the Acceptance Certificate, or other confirmation of Customer's acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of this Agreement and Customer may not for any reason revoke that acceptance; however, if Customer has not, within ten (10) days after delivery of such Equipment, delivered to CFS written notice of non-acceptance, specifying the reasons therefor and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted such Equipment. CFS is the lessor and Customer is the lessee of the Equipment under this Agreement. As between CFS and Customer only, this Agreement shall supersede any Customer purchase order in its entirety, notwithstanding anything to the contrary contained in any such purchase order. Customer agrees to waive any right of specific performance of this Agreement and shall hold CFS harmless from damages if for any reason the Equipment is not delivered as ordered, if the Equipment is unsatisfactory or if CFS does not execute this Agreement. Customer agrees that any delay in delivery of the Equipment shall not affect the validity of this Agreement.
- 8. LOCATION; LIENS; NAMES; OFFICES:** Customer shall not move the Equipment from the location specified herein except with the prior written consent of CFS. Customer shall keep the Equipment free and clear of all claims and liens other than those in favor of CFS. Customer's legal name (as set forth in its constituent documents filed with the appropriate governmental office or agency) is as set forth herein. The chief executive office address of Customer is as set forth herein. Customer shall provide CFS with written notice at least thirty (30) days prior to any change of its legal name or chief executive office address, and shall execute and deliver to CFS such documents as required or appropriate.
- 9. WARRANTY OF BUSINESS PURPOSE; USE; PERSONAL PROPERTY; FINANCING STATEMENTS:** Customer represents and warrants that the Equipment will not be used for personal, family, or household purposes. Customer shall comply with all laws and regulations relating to the use and maintenance of the Equipment. Customer shall put the Equipment only to the use contemplated by the manufacturer. The Equipment shall remain personal property regardless of whether it becomes affixed to real property or permanently rests upon any real property or any improvement to real property. Customer authorizes CFS (and any third party filing service designated by CFS) to execute and file (a) financing statements evidencing the interest of CFS in the Equipment (including forms containing a broader description of the Equipment than the description set forth herein), (b) continuation statements in respect thereof, and (c) amendments thereto, and Customer irrevocably waives any right to notice thereof.
- 10. INDEMNITY:** Customer shall reimburse CFS for and defend CFS against any claim for losses or injury caused by the Equipment. This Section shall survive termination of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\*\*\*\*\*  
 Counter Report  
 \*\*\*\*\*

Device Installation Date  
 Counter Check Date 02/16/2023 09:16  
 Model iR-ADV C3826( AC3835)  
 Serial Number 4CD06814

Total Counter Type	Count
102 Total 2	374
109 Total (Black 2)	151

Send/Fax Counter Type	Count
Black Scan (Total 1)	6
Black Scan 1	6
Black Scan 2	6
Black Scan 3	4
Black Scan 4	4
Color Scan (Total 1)	2
Color Scan 1	2
Color Scan 2	2
Color Scan 3	2
Color Scan 4	2
Send (Trial Version)	0

**RESOLUTION**  
**NO. 23-214**

The Board of County Commissioners, Pittsburg County, met in regular session on Tuesday, February 21, 2023.

**WHEREAS**, Pittsburg County has been issued a check from SNB Bank N.A. as a reimbursement for the overpayment of a lease purchase. The check is to be deposited in the amount of \$1,926.39 into the following account.

FUND	ACCOUNT	AMOUNT
Highway Sales Tax	1313-6-8042-4130	\$1,926.39

**WHEREAS**, Pittsburg County District #2 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 \$1,926.39 from SNB Bank N.A..

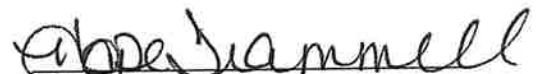
**ATTEST:**



  
**CHAIRMAN**

  
**VICE-CHAIRMAN**

  
**MEMBER**

  
**COUNTY CLERK**

DISTRUT L

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES MICROPRINTED ENDORSEMENT LINES AND TRUE WATERMARK - HOLD TO LIGHT TO VIEW

DOCUMENT IS PRINTED ON CHEMICAL RESISTIVE PAPER



SNB BANK, N.A.  
503 S. MAIN • P.O. BOX 39  
SHATTUCK, OKLAHOMA 73858  
580-938-2571

013280

REMITTER SNB BANK, NA  
LOAN 102229 PAYOFF REFUND

DATE 02/09/2023

86-343/1031  
0914236

PAY TO THE ORDER OF PITTSBURG COUNTY COMMISSIONERS

\$1,926.39

Security features include: Dots on back.

CASHIER'S CHECK

Rhonda Thomas MP  
MP



⑈013280⑈ ⑆103103435⑆ 0914236⑈



**SNB BANK**  
NATIONAL ASSOCIATION  
Member FDIC

February 09, 2023

Dear Pittsburg County Commissioners,

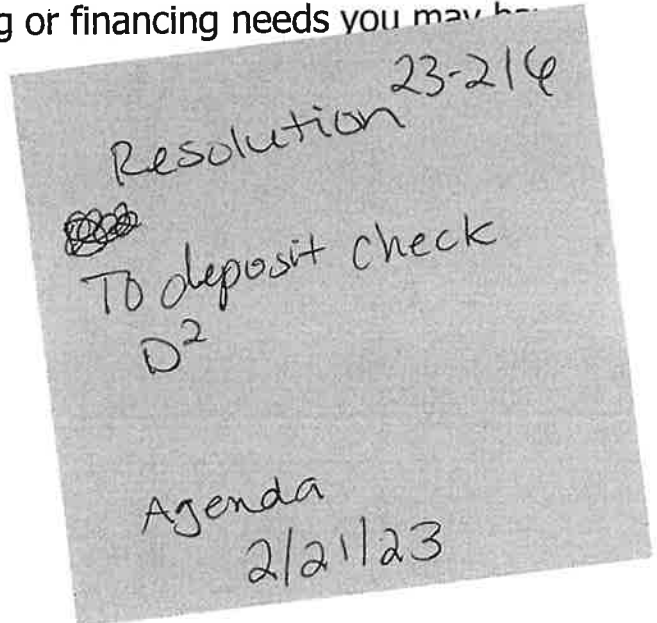
Congratulations! We show that your Loan #102229 for the purchase of a Caterpillar Grader was paid in full on February 01, 2023.

Enclosed in this mailing is your paid loan.

We appreciate your business. Please do not hesitate to contact us in the future if we can help with any banking or financing needs you may have.

  
Ariel Callaway

Credit Administrator  
SNB Bank NA

  
Resolution 23-214  
TO deposit check  
D2  
Agenda  
2/21/23

SHATTUCK BRANCH  
503 South Main - PO Box 39  
Shattuck, Oklahoma 73858  
Phone: (580) 938-2571  
Fax: (580) 938-2947

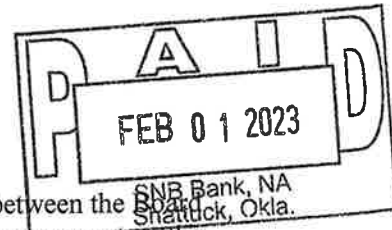
BOOKER BRANCH  
010 S Main - PO Box 430  
Booker, Texas 79005  
Phone: (806) 650-2265  
Fax: (806) 650-2510

[www.snbbankna.com](http://www.snbbankna.com)

102229  
MS

Pittsburg County, Oklahoma

**LEASE PURCHASE AGREEMENT**



X This agreement is made this day of 12th March, 2018, by and between the Board of County Commissioners of Pittsburg County, Oklahoma, designated throughout this agreement as the Lessee and Warren Cat, designated throughout this agreement 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,"

Make	Model/Description	Quantity	Unit Price	Lease Purchase Price
Caterpillar	12M3 Motor Grader S/N- N9F00863	1	\$239,080.86	\$265,491.60

**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 \$1,924.86 per Month (see enclosed payment schedule) during the term of this agreement or any renewal of the agreement.

**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 5 successive options to renew this lease for additional terms not to exceed one fiscal year, plus one final option to renew this lease for a period of 10 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 thirty (30) 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 term remain the sole property of the Lessor and the Lessee shall have or acquire no right, or title to 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 the Lessee's intent to purchase accompanied by a single, final payment of One Dollar and Zero Cents (\$1.00). (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, the manner in which such reduction shall be computed. Attach a written schedule of purchase option prices which shall be incorporated in the terms of this agreement by references). 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 any State regarding the Equipment purchased under the terms of this agreement.

## **VII. Deliver 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 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 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 the 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 of 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 the 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.



**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 Lessee. If any provision of the 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 that 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 (Leasing County), State of Oklahoma.

Approved by the Board of County Commissioners at McAlester, Oklahoma, Pittsburg County

<p>Lessee, Pittsburg County, Oklahoma</p> <p>X Chairperson: <i>Ross Nelson</i></p> <p>X Member: <i>Cheri Ryan</i></p> <p>X Member: <i>[Signature]</i></p> <p>Title: COUNTY COMMISSIONER</p>	<p>Lessor, Warren Cat</p> <p><i>[Signature]</i></p> <p>Sara Drainer</p> <p>Title: Finance Manager</p>
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------

Attest:

X *Hope Trammell*  
County Clerk



RESOLUTION

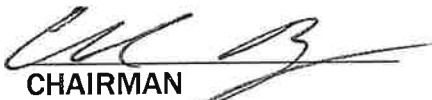
NO. 23-217

The Board of County Commissioners, Pittsburg County, Met in regular session Tuesday, February 21<sup>st</sup>, 2023.


**WHEREAS**, the **SHERIFF'S OFFICE** wishes to cancel the following Purchase Order **7360** to Galls LLC dated February 14<sup>th</sup>, 2023 in the amount of \$862.67 for Tactical Pants.

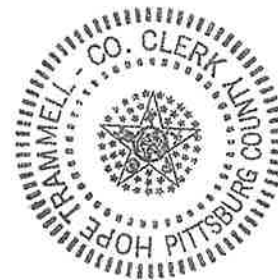
**WHEREAS**, the purchase order was duplicated, therefore it is no longer needed.

**THEREFORE BE IT RESOLVED**, Pittsburg County Commissioners do hereby cancel Purchase Order 7360 for FY 2022-2023.

  
CHAIRMAN

  
MEMBER

  
MEMBER



ATTEST:

  
COUNTY CLERK

RESOLUTION  
23-218

The Board of County Commissioners, Pittsburg County, met in regular session on Tuesday, February 21, 2023.

WHEREAS, the Pittsburg County wishes to advertise for the following for the Southeast Expo Center:

Labor and Materials in Install Insulation

A bid package containing complete specifications and an "Invitation to Bid" are available at the Pittsburg County Clerk's Office, 115 E. Carl Albert Pkwy, Room 103, McAlester, Oklahoma 74501 or online at [pittsburg.okcounties.org](http://pittsburg.okcounties.org)

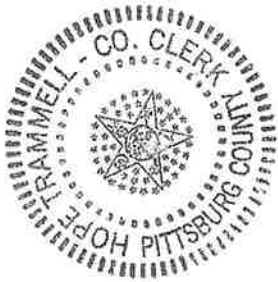
A MANDATORY Pre-Bid Conference will be held on Monday, March 6, 2023 at 2:00 p.m. at the Southeast Expo Center, 4500 W. US Hwy 270, McAlester, OK 74501.

THEREFORE, each competitive bid submitted to the County must be accompanied with an affidavit for filing with the competitive bid form, Bid bond, and Business Relation Affidavit, as required by Oklahoma Statute, Title 61 O.S. § 101-138.

Sealed bids will be received and filed with the Pittsburg County Clerk until Friday, March 17, 2023 at 4:00 p.m. All bids received after 4:00 p.m. on Friday, March 17, 2023 WILL NOT BE OPENED. Bids will be opened on Monday, March 20, 2023 at 10:00 a.m. in the Board of County Commissioners Conference Room, 115 E. Carl Albert Pkwy, McAlester, Oklahoma. The Board of County Commissioners, Pittsburg County, reserves the right to reject any and all bids and re-advertise.

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

ATTEST:



CHAIRMAN

*Carl Be...*

VICE-CHAIRMAN

*Paul ...*

MEMBER

*[Signature]*

COUNTY CLERK

*Hope Trammell*

BUSINESS RELATIONSHIPS AFFIDAVIT

\_\_\_\_\_ (PROJECT NAME)

STATE OF OKLAHOMA )  
 )SS  
COUNTY OF \_\_\_\_\_)

\_\_\_\_\_, of lawful age, being duly sworn, on oath says that he or she is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, or other business relationship presently in effect, of which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

\_\_\_\_\_

Affiant further states that any such business relationship presently in effect of which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

\_\_\_\_\_

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

\_\_\_\_\_

(If none of the business relationships herein above mentioned exist, affiant should so state.)

\_\_\_\_\_  
(Signature of Affiant)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_

NON-COLLUSION BIDDING CERTIFICATION

\_\_\_\_\_ (PROJECT NAME)

STATE OF OKLAHOMA )  
 )SS  
COUNTY \_\_\_\_\_)

A. For purposes of competitive bids, I certify:

1. I am the duly authorized agent of \_\_\_\_\_, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party to the following:
  - a. Any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
  - b. Any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract; and
  - c. Any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

B. I certify, if awarded the contract, whether competitively bid or not, that neither the Contractors nor anyone subject to the Contractor's direction or control has paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

Certified this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Position in the Company)

RESOLUTION  
23-219

The Board of County Commissioners, Pittsburg County met in regular session on Tuesday, February 21 2023.

WHEREAS, District 1 wishes to declare the following equipment surplus:

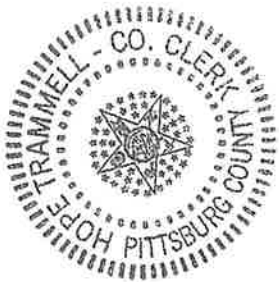
Inventory#	Description	Serial#
D1-339.001	Thumb & Claw	689
D1- 410.001	3 Ton Floor Jack	3115

WHEREAS, the above-mentioned items are no longer needed by Highway District 1 and shall be sold at the Statewide Circuit Engineering District (CED) Auction, to be held March 10 & 11, 2023 in Elk City, Oklahoma.

THEREFORE, BE IT KNOWN, the Board of County Commissioners, Pittsburg County, do hereby declare the above-mentioned items surplus, to be sold at the Statewide Circuit Engineering District (CED) Auction, to be held March 10 & 11, 2023 in Elk City, Oklahoma.

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

ATTEST:



CHAIRMAN [Signature]

VICE-CHAIRMAN [Signature]

MEMBER [Signature]

COUNTY CLERK Hope Trammell

RESOLUTION  
23- 220

The Board of County Commissioners, Pittsburg County, met in regular session on Tuesday, February 21, 2022.

WHEREAS, Pittsburg County District I wishes to declare the following items junk:

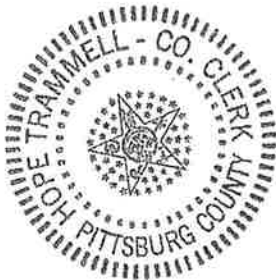
ITEM NO.	DESCRIPTION	VIN/SERIAL
DI-218.004	Hewlett Packard Computer	MXK6182S9J
DI-218.005	HP Pavilion Computer	MXX0310CJ3
DI-218.006	HP Pavilion Computer	3CR13301F2
DI-218.007	Dell Computer	11243929214
DI-218.008	Dell Computer	11243882558
DI-406.001	Air Compressor	72234
DI-439.003	Bissell Steam Cleaner	84-06-PS-1396

WHEREAS, Pittsburg County District I wishes to declare the above-mentioned items junk, to be taken to the Alderson Regional Landfill.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby declare the above-mentioned equipment junk for Pittsburg County District I

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

ATTEST:



CHAIRMAN

*[Handwritten Signature]*

VICE CHAIRMAN

*[Handwritten Signature]*

MEMBER

*[Handwritten Signature]*

COUNTY CLERK

*[Handwritten Signature]*

RESOLUTION  
23-221

The Board of County Commissioners, Pittsburg County, met in regular session on Tuesday, February 21, 2023.

WHEREAS, the Pittsburg County wishes to advertise for the following:

- ON-PREMISE VOIP PBX SYSTEM for the Pittsburg County Courthouse
- OPTION 1 – Pittsburg County Animal Shelter
- OPTION 2 – Pittsburg County O.S.U. Extension Center
- OPTION 3 – Redundant PBX KSU (control unit)
- OPTION 4 – Yealink WH63 or Equivalent Bluetooth Headsets

A bid package containing complete specifications and an "Invitation to Bid" are available at the Pittsburg County Clerk's Office, 115 E. Carl Albert Pkwy, Room 103, McAlester, Oklahoma 74501 or online at [pittsburg.okcounties.org](http://pittsburg.okcounties.org)

A MANDATORY Pre-Bid Conference will be held on Monday, March 6, 2023 at 2:00 p.m. in the Pittsburg County Board of County Commissioners Conference Room, Pittsburg County Courthouse, 115 E. Carl Albert Pkwy, Room 100b, McAlester, Oklahoma

THEREFORE, each competitive bid submitted to the County must be accompanied with an affidavit for filing with the competitive bid form, Bid bond, and Business Relation Affidavit, as required by Oklahoma Statute, Title 61 O.S. § 101-138.

Sealed bids will be received and filed with the Pittsburg County Clerk until Friday, March 17, 2023 at 4:00 p.m. All bids received after 4:00 p.m. on Friday, March 17, 2023 WILL NOT BE OPENED. Bids will be opened on Monday, March 20, 2023 at 10:00 a.m. in the Board of County Commissioners Conference Room, 115 E. Carl Albert Pkwy, McAlester, Oklahoma. The Board of County Commissioners, Pittsburg County, reserves the right to reject any and all bids and re-advertise.

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

ATTEST:



CHAIRMAN *Chad B.*

VICE-CHAIRMAN *Ron*

MEMBER *YSA*

COUNTY CLERK *Hope Trammell*



Res.  
23-221

## BID SPECIFICATIONS

### ON-PREMISE VOIP PBX SYSTEM For the Pittsburg County Courthouse

A MANDATORY Pre-Bid Conference will be held Monday, March 6, 2023 at 2:00 in the Pittsburg County Board of County Commissioners Conference Room, Pittsburg County Courthouse, 115 E. Carl Albert Pkwy Room 100B, McAlester, Oklahoma.

Must support up to 300 digital users (telephone sets)

Must support a minimum of 8 analog extensions.

Must connect with up to 2 PRI circuits to interface with the existing Fusion telephone service.

Provide wireless (cellular) backup capability to insure that access to outside telephone service is not disrupted in case of ISP failure or interruption. (Using a customer provided SIM card.)

Allow continued use of the existing fax machines.

Interface with the existing public address system.

Provide call recording capabilities (a minimum of 500 minutes shall be included).

Provide a smart phone app to allow pairing to digital extensions or as a standalone device.

Vendor shall provide and install:

52 – Yealink T-48U Telephones or equivalent

47 – Yealink T-46U Telephones or equivalent

24 – Yealink T-43U Telephones or equivalent

Vendor shall provide and install a dedicated data network to support the PBX and telephone devices to include all necessary PoE switches, routing devices and ancillary equipment for the Courthouse, District Attorney's office and Election Board. The telephones for the 3 District shops and the Expo Center shall be attached to the existing data networks through wiring and wireless access.

Vendor shall provide the installation of the PBX and station equipment:

Using on-site certified technicians.

Providing all necessary materials including all patch cables.

Provide training for all users.

Configure and program all devices.

The following options will also be considered:

OPTION 1 - PITTSBURG COUNTY ANIMAL SHELTER

5 - Yealink T-46 Telephones or equivalent

4 - Yealink T-43 Telephones or equivalent

1 - FAX

4 - Loud Speakers

Materials and Installation Included

OPTION 2 - PITTSBURG COUNTY O.S.U. EXTENSION CENTER

17 - Yealink T-46 Telephones or equivalent

1 - FAX

1 - Door Phone

Materials and Installation Included

OPTION 3 - Redundant PBX KSU (Control Unit)

OPTION 4 - Yealink WH63 or equivalent Bluetooth Headsets (per headset) quantity unknown

**EXHIBIT K****Subdivision Participation Form**

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

Yes       No

Governmental Entity: Pittsburg County	State: OK
Authorized Official: Charlie Rogers	
Address 1: 115 E. Carl Albert Pkwy, Room 100	
Address 2:	
City, State, Zip: McAlester, OK 74501	
Phone: 918.423.1338	
Email: bocc@pittsburg.okcounties.org	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 (“Walmart Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:


**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature:   
Name: Charlie Rogers  
Title: Chairman, BOCC  
Date: 2/21/2023



**EXHIBIT K****Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

Yes       No

Governmental Entity: Pittsburg County	State: OK
Authorized Signatory: Charlie Rogers	
Address 1: 115 E. Carl Albert Pkwy. Room 100	
Address 2:	
City, State, Zip: McAlester, OK 74501	
Phone: 918.423.1338	
Email: bocc@pittsburg.okcounties.org	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:


**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature:   
Name: Charlie Rogers  
Title: Chairman, BOCC  
Date: 2/21/2023





**EXHIBIT K****Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

Yes       No

Governmental Entity: Pittsburg County	State: OK
Authorized Signatory: Charlie Rogers	
Address 1: 115 E. Carl Albert Pkwy, Room 100	
Address 2:	
City, State, Zip: McAlester, OK 74501	
Phone: 918.423.1338	
Email: bocc@pittsburg.okcounties.org	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature:



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Name:

Charlie Rogers

---

Title:

Chairman, BOCC

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Date:

2/21/2023

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**EXHIBIT K**  
**Subdivision and Special District Settlement Participation Form**

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

Yes      No

Governmental Entity: Pittsburg County	State: OK
Authorized Signatory: Charlie Rogers	
Address 1: 115 E. Carl Albert Pkwy, Room 100	
Address 2:	
City, State, Zip: McAlester, OK 74501	
Phone: 918.423.1338	
Email: <a href="mailto:bocc@pittsburg.okcounties.org">bocc@pittsburg.okcounties.org</a>	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

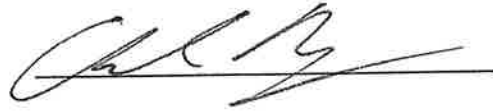
A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature:



Name:

Charlie Rogers

Title:

Chairman, BOCC

Date:

2/21/2023



**Exhibit K**  
**Subdivision and Special District Settlement Participation Form**

Governmental Entity: Pittsburg County	State: OK
Authorized Signatory: Charlie Rogers	
Address 1: 115 E. Carl Albert Pkwy, Room 100	
Address 2:	
City, State, Zip: McAlester, OK 74501	
Phone: 918.423.1338	
Email: <a href="mailto:bocc@pittsburg.okcounties.org">bocc@pittsburg.okcounties.org</a>	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.





I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: 

Name: Charlie Rogers

Title: Chairman, BOCC

Date: 2/21/2023



New National Opioids Settlements: Teva, Allergan, CVS, Walgreens, and Walmart  
Opioids Implementation Administrator  
[opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com)

Pittsburg County, OK  
Reference Number: CL-390459

***TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:***

**THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOID SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.**

**Deadline: April 18, 2023**

Five new proposed national opioid settlements ("*New National Opioid Settlements*") have been reached with **Teva, Allergan, CVS, Walgreens, and Walmart** ("*Settling Defendants*"). This *Participation Package* is a follow-up communication to the *Notice of National Opioid Settlements* recently received electronically by your subdivision or special district ("*subdivision*").

You are receiving this *Participation Package* because Oklahoma subdivisions are eligible to participate in the following settlements:

- **Teva**
- **Allergan**
- **CVS**
- **Walgreens**
- **Walmart**

This electronic envelope contains:

- *Participation Forms* for Teva, Allergan, CVS, Walgreens, and Walmart, including a release of any claims.

**The *Participation Form for each settlement* must be executed, without alteration, and submitted before April 18, 2023, in order for your subdivision to be considered for initial participation calculations and payment eligibility.**

Based upon subdivision participation forms received on or before April 18th, the subdivision participation rate will be used to determine whether participation for each deal is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also

reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *New National Opioid Settlements* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for these new settlements the same as they did for the prior opioid settlements with McKesson, Cardinal, Amerisource, and J&J/Janssen, but states may choose to treat these settlements differently.

Information and documents regarding the *New National Opioid Settlements* and how they are being implemented in your state and how funds will be allocated within your state allocation can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

### **How to return signed forms:**

There are three methods for returning the executed *Participation Forms* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Forms* electronically through DocuSign will return the signed forms to the Implementation Administrator and associate your forms with your subdivision's records. Electronic signature is the most efficient method for returning *Participation Forms*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning manually signed *Participation Forms* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return executed *Participation Forms* using DocuSign, signed *Participation Forms* may be returned via electronic mail to [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com). Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Forms - [Subdivision Name, Subdivision State] - [Reference ID].

Detailed instructions on how to sign and return the *Participation Forms*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com>. You may also contact [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com).

**The sign-on period for subdivisions ends on April 18, 2023.**

If you have any questions about executing these forms, please contact your counsel, the Implementation Administrator at [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com), or Ethan Shaner at the Oklahoma Attorney General's Office at 405 522 3060 or [ethan.shaner@oag.ok.gov](mailto:ethan.shaner@oag.ok.gov).

Thank you,

National Opioids Settlements Implementation Administrator

*The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreements referenced above and to manage the collection of settlement participation forms for each settlement.*

**PITTSBURG COUNTY COMMISSIONER  
FEBRUARY 21, 2023  
MINUTES**

The Board of County Commissioners, Pittsburg County, met in regular session on February 21, 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 8:33 A.M., February 17, 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:** Smith made a motion to approve the agenda; seconded by Selman.

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

**NAY:** None.

Motion Passed.

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

**A. REGULAR MEETING MINUTES FROM FEBRUARY 13, 2023:** The minutes from the previous meeting, February 13, 2023 regular meeting were read. Selman made a motion to approve the minutes as read; seconded by Smith.

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

**NAY:** None.

Motion Passed.

**5. RECOGNITION OF GUESTS/PUBLIC COMMENTS:** Pafford Ambulance Service representative stated that his state director has requested that he ask to be placed on the agenda for any issues that may arise. Smith stated that they can be placed on the agenda or he can meet with the commissioners individually.

**6. OFFICIALS – DEPARTMENT REPORTS:** None.

**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.

**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 Rogers.

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
Jail	7480	\$ 600.00	O'Reilly's
Jail	7481	\$ 500.00	Pepsi Cola
Jail	7482	\$ 500.00	Holman's Fast Lube
Jail	7483	\$ 500.00	Walmart
District #3	7484	\$1,000.00	Kiamichi Automotive
District #2	7487	\$1,000.00	Unifirst
District #3	7489	\$1,000.0	OK Tire

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. APPROVE/DISAPPROVE ;ICENSE AGREEMENT FOR TEMPORARY STAGING AREA BETWEEN PITTSBURG COUNTY AND PUBLIC SERVICE COMPANY OF OKLAHOMA:** Smith made a motion to table the item from the agenda; seconded by Rogers.

AYE: Charlie Rogers  
Ross Selman  
Kevin Smith

NAY: None.

Motion Passed.

**9. AGENDA ITEMS:**

**A. ACCEPT/DENY APPLICATION FOR CERTIFICATE OF AUTHORITY TO LOCATE OR ESTABLISH A CEMETERY – DISTRICT 1:** Rogers made a motion to Rogers made a motion to accept the application; seconded by Selman.

AYE: Charlie Rogers  
Ross Selman  
Kevin Smith

NAY: None.

Motion Passed.

**B. APPROVE OR DISAPPROVE PUBLIC HEARING NOTICE TO ESTABLISH A CEMETERY – DISTRICT 1:** Smith made a motion to approve the public hearing notice; seconded by Selman.

AYE: Charlie Rogers  
Ross Selman  
Kevin Smith

NAY: None.

Motion Passed.

**C. APPROVE/DISAPPROVE FINANCE AGREEMENT BETWEEN THE ITTSBURG COUNTY ANIMAL SHELTER AND CANON FINANCIAL SERVICES, INC FOR NEW COPIER:** Smith made a motion to approve the finance agreement; seconded by Rogers.

AYE: Charlie Rogers  
Ross Selman  
Kevin Smith

NAY: None.

Motion Passed.

**D. APPROVE/DISAPPROVE AMENDED SUBDIVISION PLAT MOONSHINE MOUNTAIN – DISTRICT 2:** Smith made a motion to approve the plat without accepting the roads; seconded by Rogers.

AYE: Charlie Rogers  
Ross Selman  
Kevin Smith

NAY: None.

Motion Passed.

**E. RESOLUTION 23-216 TO DEPOSIT CHECK - DISTRICT 2:** 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.

**F. RESOLUTION 23-217 TO CANCEL PURCHASE ORDER - SHERIFF:** Rogers read the resolution stating purchase order 7360. Rogers made a motion to cancel the purchase order; seconded by Selman.

AYE: Charlie Rogers  
Ross Selman  
Kevin Smith

NAY: None.

Motion Passed.

**G. RESOLUTION 23-218 TO ADVERTISE FOR BIDS, LABR, AND MATERIALS TO INSTALL INSULATION AT THE SOUTHEAST EXPO CENTER:** 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.

**H. RESOLUTION 23-219 TO DECLARE SURPLUS – DISTRICT 1:** Rogers read the resolution stating following items.

DESCRIPTION	INVENTORY #	SERIAL #
Thumb & Claw	D1-339.001	689
3 Ton Floor Jack	D1-410.001	3115

Rogers made a motion to approve the resolution; seconded by Selman.

AYE: Charlie Rogers  
Ross Selman  
Kevin Smith

NAY: None.

Motion Passed.

**I. RESOLUTION 23-220 TO DECLARE ITEMS JUNK – DISTRICT 1:** Rogers read the resolution stating following items.

DESCRIPTION	INVENTORY #	SERIAL #
Hewlett Packard Computer	D1-218.004	MXK6182S9J
HP Pavilion Computer	D1-218.005	MXX0310CJ3
HP Pavilion Computer	D1-218.006	3CR1330IF2
Dell Computer	D1-218.007	11243929214
Dell Computer	D1-218.008	11243882558
Air Compressor	D1-406.001	72234
Bissell Steam Cleaner	D1-439.003	84-06-PS-1396

Rogers made a motion to approve the resolution; seconded by Selman.

AYE: Charlie Rogers  
Ross Selman  
Kevin Smith

NAY: None.

Motion Passed.

**J. RESOLUTION 23-221 TO ADVERTISE FOR BIDS FOR ON PREMISE VOI PBX SYSTEM FOR THE PITTSBURG COUNTY COURTHOUSE:** 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.

**K. RESOLUTION 23-222 TO CANCEL PURCHASE ORDER – DISTRICT 3:** Rogers made a motion to strike the item from the agenda; seconded by Selman.

AYE: Charlie Rogers  
Ross Selman  
Kevin Smith

NAY: None.

Motion Passed.

**L. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE SUBDIVISION AND SPECIAL DISTRICT SETTLEMENT PARTICIPATION FORM FOR THE ALLERGEN AND TEVA SETTLEMENT, THE VS SETTLEMENT, THE WALGREENS SETTLEMENT AND THE WALMART SETTLEMENT, ALL PARTS OF THE NATINAL PRESCRIPTION OPIATES LITIGATION:** Smith made a motion to approve the settlement participation forms; seconded by Selman.

AYE: Charlie Rogers  
Ross Selman  
Kevin Smith

NAY: None.

Motion Passed.

**M. EXECUTIVE SESSION:**

**i. TO CONDUCT THE PERSONNEL PERFORMANCE EVALUATION OF LANE STINE, ASPHALT PLANT EMPLOYEE, PURSUANT TO OKLAHOMA STATUTES TITLE 25, § 307(B)(1):**

**ii. TO CONDUCT THE PERSONNEL PERFORMANCE EVALUATION OF RAYMOND ORR, EXPO MAINTENANCE, PURSUANT TO OKLAHOMA STATUTES TITLE 25, § 307(B)(1):**

**iii. TO CONDUCT THE PERSONNEL PERFORMANCE EVALUATION OF SHANNON STACEY, EXPO FACILITIES MANAGER, PURSUANT TO OKLAHOMA STATUTES TITLE 25, § 307(B)(1):**

**iv. TO CONDUCT THE PERSONNEL PERFORMANCE EVALUATION OF JERRY LYNN WILSON, EXPO PROMOTIONS MANAGER, PURSUANT TO OKLAHOMA STATUTES TITLE 25, § 307(B)(1):**

**v. TO CONDUCT THE PERSONNEL PERFORMANCE EVALUATION OF MIKE BILLY, COURTHOUSE MAINTENANCE, PURSUANT TO OKLAHOMA STATUTES TITLE 25, § 307(B)(1):**

Rogers made a motion to go into executive session; seconded by Smith.

AYE: Charlie Rogers  
Ross Selman  
Kevin Smith

NAY: None.

Motion Passed.

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

Charlie Rogers	Present
Ross Selman	Present
Kevin Smith	Present

**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.

**13. 10:00 A.M. – BID OPENINGS:** None.

**14. ADJOURNMENT/RECESS:** There being no further business brought before the board; Rogers made a motion to 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: 02/21/2023 to 02/21/2023

PO	Warrant No.	Vendor Name	Purpose	Amount
<b>Animal Shelter</b>				
<b>1316-1-8020-2005</b>				
007326	000498	COMPLIANCE RESOURCE GROUP	DRUG TESTING	\$ 39.15
007377	000499	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 711.39
007411	000500	WALMART COMMUNITY CARD	DOG AND CAT FOOD ETC	\$ 458.22
007412	000501	MILLER OFFICE EQUIPMENT	COPY OVERAGES	\$ 54.16
007433	000502	CENTER, EWELL	VET SERVICES	\$ 700.00
<b>Total:</b>				<b>\$ 1,962.92</b>

## ARPA 2021

<b>1566-1-2000-2005</b>				
007451	000095	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE	\$ 6,271.69
007452	000096	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE	\$ 6,884.46
007453	000097	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE	\$ 8,417.18
<b>Total:</b>				<b>\$ 21,573.33</b>
<b>1566-1-2000-4110</b>				
005198	000098	STONE ELECTRIC	HVAC	\$ 41,703.61
<b>Total:</b>				<b>\$ 41,703.61</b>

## CARES

<b>1565-1-2000-4110</b>				
006145	000005	TANNEHILL FURNITURE & MATTRESS	CHAIRS	\$ 20,469.60
<b>Total:</b>				<b>\$ 20,469.60</b>

## Donations

<b>1235-1-2000-2205</b>				
007409	000026	ADAMS TRUE VALUE	PANELS	\$ 20,579.00
<b>Total:</b>				<b>\$ 20,579.00</b>

## Econ Dev Trust

PO	Warrant No.	Vendor Name	Purpose	Amount
<b>Econ Dev Trust</b>				
<b>7603-4-0500-2005</b>				
007188	000218	BIZ-TEL	INTERNET INSTALLATION	\$ 116.00
007268	000219	CITY OF MCALESTER	MONTHLY SERVICE	\$ 1,265.77
007386	000220	UNIFIRST FIRST AID CORP	FIRST AID SUPPLIES	\$ 79.48
007415	000221	HOUSE, LORIE	SECURITY DEPOSIT RET	\$ 100.00
006204	000223	BANK OF AMERICA	COMPUTER SOFTWARE	\$ 358.88
			<b>Total:</b>	<b>\$ 1,920.13</b>
<b>7603-4-0500-2040</b>				
005896	000222	COMDATA	FUEL	\$ 347.29
			<b>Total:</b>	<b>\$ 347.29</b>
<b>Emergency Mgmt</b>				
<b>1212-2-2700-2005</b>				
006391	000171	ALL TRAFFIC SOLUTIONS INC.	DEVICE APPLICATION FE	\$ 4,750.00
007271	000172	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 45.39
007272	000173	CANON FINANCIAL SERVICES	COPIER LEASE	\$ 250.00
007273	000174	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 1,206.05
007458	000175	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE	\$ 1,604.44
			<b>Total:</b>	<b>\$ 7,855.88</b>
<b>General</b>				
<b>0001-1-0100-2005</b>				
007379	002778	OKLAHOMA BOARD OF BAR EXAMINE	LICENSE	\$ 150.00
			<b>Total:</b>	<b>\$ 150.00</b>
<b>0001-1-1000-2005</b>				
006031	002779	MIDWEST PRINTING	RECORD BOOKS ETC.	\$ 4,965.54
006407	002780	STAPLES ADVANTAGE	OFFICE SUPPLIES	\$ 1,898.71
007075	002781	ACCO	REGISTRATION FEE	\$ 95.00
007450	002782	MILLER OFFICE EQUIPMENT	MONTHLY SERVICE	\$ 141.65
			<b>Total:</b>	<b>\$ 7,100.90</b>
<b>0001-1-1600-1310</b>				
007391	002783	RIDENOUR, CATHY L.	TRAVEL	\$ 206.50
007392	002784	FIELDS, MICHELLE D.	TRAVEL	\$ 363.05
			<b>Total:</b>	<b>\$ 569.55</b>

PO	Warrant No.	Vendor Name	Purpose	Amount
<b>General</b>				
<b>0001-1-1600-2005</b>				
005264	002785	EMBASSY SUITES NORMAN	LODGING	\$ 624.00
006295	002786	STAPLES ADVANTAGE	OFFICE SUPPLIES	\$ 210.34
007344	002787	XEROX CORPORATION	COPIER LEASE	\$ 367.14
		<b>Total:</b>	<b>\$ 1,201.48</b>	
<b>0001-1-1700-2005</b>				
006663	002788	SIGNS BY JADE	VINYL LETTERING	\$ 190.00
007345	002789	AT&T MOBILITY	MONTHLY SERVICE	\$ 263.76
		<b>Total:</b>	<b>\$ 453.76</b>	
<b>0001-1-2200-2005</b>				
007378	002790	UNIFIRST FIRST AID CORP	FIRST AID SUPPLIES	\$ 22.95
		<b>Total:</b>	<b>\$ 22.95</b>	
<b>0001-1-3300-2005</b>				
003673	002791	UNIFIRST FIRST AID CORP	FIRST AID SUPPLIES	\$ 216.57
004792	002792	H20 DEPOT	BOTTLED WATER ETC.	\$ 211.50
004814	002793	BEMAC SUPPLY	MAINTENANCE SUPPLIE	\$ 7.39
005519	002794	THOMSON REUTERS WEST	STATUTE BOOKS	\$ 264.00
005838	002795	H20 DEPOT	BOTTLED WATER ETC.	\$ 230.00
006509	002796	KELLPRO SOFTWARE & TECHNOLOG	ELECTRONIC FILING FEE	\$ 640.74
007340	002797	COMPLIANCE RESOURCE GROUP	DRUG TESTING SUPPLIE	\$ 246.00
007342	002798	ALL ABOUT U PLUMBING	PLUMBING REPAIRS	\$ 1,787.00
007348	002799	VYVE BROADBAND	MONTHLY SERVICE	\$ 71.40
007363	002800	LINGO COMMUNICATIONS	MONTHLY SERVICE	\$ 138.48
007382	002801	ADA PAPER COMPANY	JANITORIAL SUPPLIES	\$ 27.56
007384	002802	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 208.49
007456	002803	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE	\$ 366.68
006507	002812	BANK OF AMERICA	PHONE ACCESSORIES	\$ 148.19
006855	002813	BANK OF AMERICA	DRUG TESTING SUPPLIE	\$ 202.28
		<b>Total:</b>	<b>\$ 4,766.28</b>	
<b>0001-2-0400-1310</b>				
007403	002804	MCCLENDON, FRANKIE W.	TRAVEL	\$ 147.50
007404	002805	REDDING, BAILEE	TRAVEL	\$ 270.59
007405	002806	MORRIS, CHRISTOPHER W.	TRAVEL	\$ 147.50
007406	002807	BROWN, ETHAN	TRAVEL	\$ 147.50
007407	002808	SCHOGGINS, KRISTAL	TRAVEL	\$ 278.45
		<b>Total:</b>	<b>\$ 991.54</b>	

PO Warrant No. Vendor Name Purpose Amount

**General**

**0001-2-1800-2005**  
 007338 002809 EASTERN OK YOUTH SERVICES INC JUVENILE CARE \$ 428.67  
**Total: \$ 428.67**

**0001-4-0501-2005**  
 007383 002810 RURAL WATER DIST. #7 MONTHLY SERVICE \$ 52.22  
**Total: \$ 52.22**

**0001-6-0800-2005**  
 007135 002811 STAPLES ADVANTAGE COPY PAPER \$ 107.97  
**Total: \$ 107.97**

**Health**

**1216-3-5000-1310**  
 007358 000238 GIBSON, AMBRA TRAVEL \$ 172.00  
**Total: \$ 172.00**

**1216-3-5000-2005**  
 006479 000239 OUHSC-DEPARTMENT OF PEDIATRICS REGISTRATION FEE \$ 555.00  
 006723 000240 WALMART COMMUNITY CARD BATTERIES ETC \$ 116.38  
 006724 000241 OUHSC-DEPARTMENT OF PEDIATRICS EDUCATIONAL MATERIAL \$ 269.00  
 006725 000242 GLAXO SMITH KLINE VACCINES \$ 1,377.50  
 006896 000243 WALMART COMMUNITY CARD PROGRAM SUPPLIES \$ 63.14  
 007074 000244 AMAZON CAPITAL SERVICES INC. OFFICE SUPPLIES \$ 230.27  
 007312 000245 VYVE BROADBAND MONTHLY SERVICE \$ 226.15  
 007314 000246 PITSTOP LOCK & SAFE LOCK \$ 164.75  
 007315 000247 LOWES ICE MELT \$ 150.83  
 007398 000248 PACE HEAT & AIR WATER HEATER ETC \$ 1,137.82  
 007399 000249 ANDERSON, SONYA REIMBURSEMENT \$ 30.00  
 007401 000250 KIAMICHI AUTOMOTIVE WAREHOUSE BELT \$ 16.21  
 007427 000251 VIP VOICE SERVICES LLC MONTHLY SERVICE \$ 3,544.85  
 007454 000252 TSHA INC INTERPRETER \$ 737.38  
**Total: \$ 8,619.28**

**Highway**

**1102-6-4100-2005**  
 005395 001994 EMBASSY SUITES NORMAN LODGING \$ 416.00  
 005906 001995 OTA PIKEPASS TOLL CHARGES \$ 8.20  
 006539 001996 WELDON PARTS INC. PARTS & SHOP SUPPLIE \$ 344.68

PO                      Warrant No.    Vendor Name                      Purpose                      Amount

**Highway**

**1102-6-4100-2005**

006581	001997	STIGLER STONE	1 1/2" ODOT BASE TYPE	\$ 6,260.63
006624	001998	DOLESE	1 1/2" CRUSHER RUN	\$ 5,016.27
006635	001999	STIGLER STONE	1 1/2" ODOT BASE TYPE	\$ 6,208.38
006664	002000	AIRGAS	OXYGEN/ACETYLENE	\$ 106.41
006749	002001	MUSKOGEE SAND COMPANY INC	CLASS A SAND	\$ 282.88
006815	002002	STIGLER STONE	1 1/2" ODOT BASE TYPE	\$ 6,373.76
007100	002003	STAPLES ADVANTAGE	PRINTER CARTRIDGES	\$ 320.72
007321	002004	COMPLIANCE RESOURCE GROUP	DRUG TESTING	\$ 70.00
007322	002005	COMPLIANCE RESOURCE GROUP	DRUG TESTING	\$ 117.45
007336	002006	OKLA. NATURAL GAS COMPANY	MONTHLY SERVICE	\$ 172.21
007337	002007	OKLA. NATURAL GAS COMPANY	MONTHLY SERVICE	\$ 174.97

**Total:                      \$ 25,872.56**

**1102-6-4200-4110**

007103	002008	STAPLES ADVANTAGE	PRINTER & CARTRIDGES	\$ 2,558.23
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**Total:                      \$ 2,558.23**

**1102-6-4300-2005**

007099	002025	STAPLES ADVANTAGE	TONER	\$ 360.80
007323	002026	COMPLIANCE RESOURCE GROUP	DRUG TESTING	\$ 35.00
007325	002027	COMPLIANCE RESOURCE GROUP	DRUG TESTING	\$ 39.15

**Total:                      \$ 434.95**

**1102-6-6520-2005**

006371	002009	KIAMICHI AUTOMOTIVE WAREHOUSE	PARTS & SHOP SUPPLIE	\$ 1,438.02
006646	002010	FRONTIER TRADING COMPANY	ROAD SALT	\$ 1,872.00
006753	002011	KIAMICHI AUTOMOTIVE WAREHOUSE	PARTS & SHOP SUPPLIE	\$ 1,353.87
006845	002012	OKLAHOMA TAX COMMISSION	TAG & TITLE	\$ 31.50
006847	002013	ALDERSON REGIONAL LANDFILL	LANDFILL CHARGES	\$ 98.70
006858	002014	ADAMS TRUE VALUE	SALT	\$ 598.50
006862	002015	ATOKA FEED STORE	ROAD SALT	\$ 2,353.00
007001	002016	ADAMS TRUE VALUE	CONCRETE MIX	\$ 28.00
007088	002017	KC FARM MACHINERY INC.	GREY PIPE	\$ 1,749.00
007089	002018	DIRECT DISCOUNT TIRE	TIRES	\$ 12,750.00
007146	002019	KC FARM MACHINERY INC.	STEEL PIPE	\$ 1,395.00
007147	002020	WELDON PARTS INC.	SOCKETS ETC	\$ 247.96
007192	002021	RAM INC	DIESEL	\$ 8,761.40
007195	002022	WELDON PARTS INC.	BRAKE PARTS ETC.	\$ 1,757.00
007201	002023	YELLOW HOUSE MACHINE	WINDOW GLASS	\$ 614.39
007236	002024	JAMES SUPPLIES	CYLINDER LEASE	\$ 51.00

**Total:                      \$ 35,099.34**



PO Warrant No. Vendor Name Purpose Amount

**Hwy-ST**

**1313-6-8040-2005**

005902	001520	COMDATA	FUEL	\$ 151.46
006436	001521	DOLESE	3/8" #2 COVER CHIPS	\$ 8,367.11
007006	001522	ASPHALT & FUEL SUPPLY	ASPHALT BINDER	\$ 18,523.80
007013	001523	RAM INC	FUEL	\$ 8,526.39
007267	001524	LOWES	LOCKS ETC	\$ 29.39
007319	001525	AIRGAS	CYLINDER RENTALS	\$ 20.19
007372	001526	VYVE BROADBAND	MONTHLY SERVICE	\$ 273.52
007390	001527	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 1,061.40

**Total: \$ 36,953.26**

**1313-6-8041-2005**

005817	001528	COMDATA	FUEL CHARGES	\$ 3,000.00
005826	001529	H2O DEPOT	WATER & COOLER RENT	\$ 18.40
006235	001530	DOLESE	1 1/2" CRUSHER RUN	\$ 5,016.77
007054	001531	MILLER OFFICE EQUIPMENT	COPY OVERAGE	\$ 26.10
007067	001532	COMDATA	FUEL	\$ 973.75
007148	001533	PUTMAN, RICKY	DEF ETC	\$ 2,222.20
007151	001534	UNIFIRST FIRST AID CORP	FIRST AID SUPPLIES	\$ 951.25
007204	001535	RAM INC	FUEL	\$ 3,184.35
007216	001536	RAM INC	FUEL	\$ 6,950.85
007259	001537	WARREN POWER & MACHINERY INC.	HEADLIGHT	\$ 313.95
007341	001538	AMAZON CAPITAL SERVICES INC.	CELL PHONE ACCESSOR	\$ 65.97
007374	001539	UNIFIRST FIRST AID CORP	GLOVES	\$ 663.80
007388	001540	AIRGAS	CYLINDER RENTALS	\$ 293.83

**Total: \$ 23,681.22**

**1313-6-8042-2005**

004327	001541	KIAMICHI AUTOMOTIVE WAREHOUSE	PARTS & SHOP SUPPLIE	\$ 600.56
005832	001542	KIAMICHI AUTOMOTIVE WAREHOUSE	PARTS & SHOP SUPPLIE	\$ 928.79
005833	001543	DOLESE	1 1/2" ODOT BASE TYPE	\$ 11,632.42
005901	001544	PUTMAN, RICKY	PARTS & SHOP SUPPLIE	\$ 872.70
005914	001545	OTA PIKEPASS	TOLL CHARGES	\$ 8.80
007362	001546	PITTSBURG PUBLIC WORKS AUTH.	MONTHLY SERVICE	\$ 359.22

**Total: \$ 14,402.49**

**1313-6-8043-2005**

005357	001547	UNIFIRST CORP.	UNIFORM MAINTENANCE	\$ 420.32
005834	001548	COMDATA	FUEL	\$ 2,996.72
005904	001549	WELDON PARTS INC.	EQUIPMENT PARTS	\$ 366.48
005917	001550	UNIFIRST CORP.	UNIFORM MAINTENANCE	\$ 1,259.08
006462	001551	WELDON PARTS INC.	BRACKET ETC	\$ 302.98
006619	001552	DOLESE	1 1/2" CRUSHER RUN	\$ 5,020.69

PO                      Warrant No.    Vendor Name                      Purpose                      Amount

**Hwy-ST**

**1313-6-8043-2005**

006748	001553	DOLESE	1 1/2" CRUSHER RUN	\$ 4,994.66
007152	001554	DOLESE	#4 SCREENINGS	\$ 1,892.81
007205	001555	DOLESE	#4 SCREENINGS	\$ 1,886.59
007261	001556	DOLESE	1 1/2" CRUSHER RUN	\$ 4,973.15
007468	001557	MILLER OFFICE EQUIPMENT	COPIER MAINTENANCE	\$ 35.72

**Total:                      \$ 24,149.20**

**Jail-ST**

**1315-2-8034-2005**

007318	000603	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 4,845.56
007320	000604	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 117.71
007366	000605	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 39.45
007367	000606	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 88.26

**Total:                      \$ 5,090.98**

**1315-2-8034-2011**

007218	000607	RADIOLOGY ASSOCIATES OF EASTER	INMATE MEDICAL	\$ 335.00
007240	000608	MCALESTER REGIONAL HEALTH CEN	INMATE MEDICAL	\$ 213.06
007241	000609	PREMIER PHYSICIANS	INMATE MEDICAL	\$ 1,389.00
007413	000610	CARING HANDS HEALTHCARE CENTE	MEDICATIONS	\$ 308.00
007431	000611	CARING HANDS HEALTHCARE CENTE	INMATE PRESCRIPTIONS	\$ 722.66
007435	000612	CARING HANDS HEALTHCARE CENTE	MEDICATIONS	\$ 360.00
007439	000613	CARING HANDS HEALTHCARE CENTE	INMATE MEDICAL	\$ 612.00

**Total:                      \$ 3,939.72**

**1315-2-8034-2012**

006364	000614	FLOWERS BAKING CO. OF DENTON	INMATE GROCERIES	\$ 1,160.32
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**Total:                      \$ 1,160.32**

**REAP**

**1425-2-8225-4322**

005490	000002	BANNER FIRE EQUIPMENT	SCBA	\$ 18,540.00
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**Total:                      \$ 18,540.00**

**Rural Fire-ST**

**1321-2-8201-2005**

007476	000700	THE BURROWS AGENCY	INSURANCE	\$ 9,004.00
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PO	Warrant No.	Vendor Name	Purpose	Amount
<b>Rural Fire-ST</b>				
	<b>1321-2-8201-2005</b>		<b>Total:</b>	<b>\$ 9,004.00</b>
	<b>1321-2-8203-2005</b>	PRO KILL INC.	PEST CONTROL	\$ 126.00
			<b>Total:</b>	<b>\$ 126.00</b>
	<b>1321-2-8204-2005</b>	COMDATA	FUEL	\$ 91.71
	005880	HOPKINS PROPANE	PROPANE	\$ 739.46
	006668	VERIZON	MONTHLY SERVICE	\$ 40.83
	007445		<b>Total:</b>	<b>\$ 872.00</b>
	<b>1321-2-8207-2005</b>	EUFAULA AUTO PARTS INC	AUTO PARTS	\$ 190.37
	005862	CANADIAN VALLEY TELEPHONE	MONTHLY SERVICE	\$ 169.79
	007353	OKLA. NATURAL GAS COMPANY	MONTHLY SERVICE	\$ 311.35
	007354	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 180.31
	007355		<b>Total:</b>	<b>\$ 851.82</b>
	<b>1321-2-8208-2005</b>	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 111.53
	007446	OKLATEL COMMUNICATIONS INC	MONTHLY SERVICE	\$ 49.35
	007447	OKLA. NATURAL GAS COMPANY	MONTHLY SERVICE	\$ 817.69
	007448		<b>Total:</b>	<b>\$ 978.57</b>
	<b>1321-2-8212-2005</b>	CITY OF MCALESTER	MONTHLY SERVICE	\$ 86.47
	007449		<b>Total:</b>	<b>\$ 86.47</b>
	<b>1321-2-8216-2005</b>	COMDATA	FUEL	\$ 376.90
	005887	HOPKINS PROPANE	PROPANE	\$ 398.40
	007083		<b>Total:</b>	<b>\$ 775.30</b>
	<b>1321-2-8218-2005</b>	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 65.71
	007317	OKLA. NATURAL GAS COMPANY	MONTHLY SERVICE	\$ 468.98
	007396		<b>Total:</b>	<b>\$ 534.69</b>

PO      Warrant No.    Vendor Name      Purpose      Amount

**Rural Fire-ST**

1321-2-8219-4110      002830      000717      MUNICIPAL EMERGENCY SERVICES      BUNKER GEAR ETC.      \$ 49,469.35  
**Total:      \$ 49,469.35**

1321-2-8224-2005      007245      000718      THE BURROWS AGENCY      INSURANCE      \$ 6,817.00  
**Total:      \$ 6,817.00**

1321-2-8225-2005      005537      000719      O REILLY AUTO PARTS      TRUCK MAINTENANCE S      \$ 411.35  
007248      000720      H & H ALARM CO INC      MONTHLY SERVICE      \$ 42.50  
007249      000721      CANADIAN VALLEY TELEPHONE      MONTHLY SERVICE      \$ 127.00  
**Total:      \$ 580.85**

1321-2-8225-4110      005491      000722      BANNER FIRE EQUIPMENT      SCBA      \$ 4,115.00  
**Total:      \$ 4,115.00**

1321-2-8227-2005      007471      000723      RURAL WATER DIST. #9      MONTHLY SERVICE      \$ 36.30  
007472      000724      KIAMICHI ELECTRIC COOPERATIVE      MONTHLY SERVICE      \$ 261.42  
007473      000725      COMPLIANCE RESOURCE GROUP      DRUG TESTING      \$ 32.00  
007474      000726      US CELLULAR      MONTHLY SERVICE      \$ 110.36  
007475      000727      THE BURROWS AGENCY      INSURANCE      \$ 8,647.00  
**Total:      \$ 9,087.08**

1321-2-8228-2005      007469      000728      THE BURROWS AGENCY      INSURANCE      \$ 11,218.00  
**Total:      \$ 11,218.00**

**SH Commissary**

1223-2-0400-2005      003873      000183      GALLS LLC      DEPT. BOOTS      \$ 317.31  
006216      000184      AXON ENTERPRISE INC      CAMERA ETC.      \$ 1,498.00  
006587      000185      ICS JAIL SUPPLIES INC.      INMATE HYGIENE SUPPLI      \$ 414.00  
007209      000186      BANCFIRST      POSITIVE PAY MONTHLY      \$ 150.93  
007210      000187      CUSTOM TECHNOLOGIES LLC      INHOUSE COMMISSARY      \$ 324.47  
007242      000188      COMMISSARY EXPRESS      KIOSK FEES      \$ 126.75  
007376      000189      VYVE BROADBAND      MONTHLY SERVICE      \$ 368.76  
007438      000190      LITTLE CAESARS      INHOUSE COMMISSARY      \$ 705.61

PO Warrant No. Vendor Name Purpose Amount

SH Commissary

Total: \$ 3,905.83

SH Forf

1225-2-0400-2005

007365 000007 US CELLULAR MONTHLY SERVICE \$ 98.25

Total: \$ 98.25

SH Svc Fee

1226-2-0400-2005

007343 001301 STREET COP TRAINING TRAINING \$ 199.00
007361 001302 OKLAHOMA TAX COMMISSION TAG & TITLE \$ 51.00

Total: \$ 250.00

1226-2-0400-2012

007327 001303 SGC FOODSERVICE INMATE GROCERIES \$ 1,415.44
007329 001304 INDIAN NATION WHOLESale CO. INMATE GROCERIES \$ 1,642.08
007333 001305 FLOWERS BAKING CO. OF DENTON INMATE GROCERIES \$ 368.64
007334 001306 HILAND DAIRY INMATE GROCERIES \$ 346.00
007335 001307 PERFORMANCE FOODSERVICE - LITT INMATE GROCERIES \$ 1,298.43

Total: \$ 5,070.59

1226-2-3400-2005

005867 001308 CARING HANDS HEALTHCARE CENTE INMATE MEDICAL \$ 840.45
006080 001309 R.R. BRINK LOCKING SYSTEMS INC KEYS \$ 197.00
006366 001310 H2O DEPOT BOTTLED WATER ETC. \$ 193.90
006526 001311 RAY O'HERRON PEPPER SPRAY \$ 264.47
007244 001312 NCIC INMATE PHONE TIME \$ 2,434.90
007328 001313 JAMESCO ENTERPRISES LLC JANITORIAL SUPPLIES \$ 670.83
007331 001314 COMPLIANCE RESOURCE GROUP EMPLOYEE DRUG TESTI \$ 78.30
007332 001315 HOLMANS FAST LUBE OIL CHANGE ETC \$ 68.16
007364 001316 LAKE EUFAULA TACTICAL & SUPPLY L FIREARM \$ 150.00
007368 001317 JAMESCO ENTERPRISES LLC JANITORIAL SUPPLIES \$ 559.96
007375 001318 WALMART COMMUNITY CARD TOWELS \$ 154.83
007417 001319 BARLOW BUILT PERFORMANCE BRAKE REPAIR \$ 1,171.09
007429 001320 MUSKOGEE COMMUNICATIONS RADIO REPAIRS \$ 2,246.25
006306 001327 BANK OF AMERICA IPAD MOUNTS FOR VEHI \$ 113.93

Total: \$ 9,144.07

1226-2-3400-2030

006585 001321 AMAZON CAPITAL SERVICES INC. VEHICLE ACCESSORIES \$ 78.99
006921 001322 LOWES LADDERS \$ 640.92

PO      Warrant No.    Vendor Name      Purpose      Amount

**SH Svc Fee**

**1226-2-3400-2030**

007243	001323	COMMISSARY EXPRESS	DEBIT PHONE TIME FEE	\$ 144.00
007269	001324	U LINE	TABLES ETC	\$ 2,642.28
007350	001325	METRO EMERGENCY UPFITTERS LLC	LIGHTS AND SIRENS	\$ 21,267.50
007416	001326	CAVENDERS	UNIFORMS	\$ 3,704.89
006026	001328	BANK OF AMERICA	FINGERPRINT SUPPLIES	\$ 155.45

**Total:      \$ 28,634.03**

**Grand Total:      \$ 474,549.53**