



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 24 2023
8:21 AM
HOPE TRAMMELL, COUNTY CLERK
PITTSBURG COUNTY
BY _____ DEPUTY

DATE: February 27, 2023
TIME: 9:00 A.M.
PLACE: COUNTY COMMISSIONERS CONFERENCE ROOM
PITTSBURG COUNTY COURTHOUSE
115 EAST CARL ALBERT PARKWAY, ROOM 100B
MCALESTER, OKLAHOMA

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

AGENDA

1. CALL MEETING TO ORDER
2. ROLL CALL:
CHARLIE ROGERS - CHAIRMAN
ROSS SELMAN - VICE-CHAIRMAN
KEVIN SMITH - MEMBER
3. APPROVAL OF AGENDA
4. APPROVE/DISAPPROVE MEETING MINUTES
 - A) Regular Meeting, February 21, 2023
 - B) Special Meeting February 15, 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

E) Payroll

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) Approve/Disapprove renewal maintenance contract proposal for copier- Election Board
- B) Approve/Disapprove renewal maintenance contract proposal for copier- BOCC
- C) Approve/Disapprove Contract between the Pittsburg County Health Department and McAlester Regional Health Center for Sputum Collections.
- D) Approve/Disapprove lease purchase documents for One (1) 2018 Caterpillar 12M3 motor grader- District 2
- E) Approve/Disapprove pay application No. 14 to Trane US, Inc. for Project No. ARPA 21.002, HVAC/Water Heater Project at Pittsburg County Jail.
- F) Resolution 23-222 Addendum No. 1 to Bid No. 19, On-Premise VOIP PBX System.
- G) Resolution 23-223 to accept donation- BOCC
- H) Approve/Disapprove transcript of proceedings; Resolution 23-224 for Commissioners Sale; Approve & sign deed all for various parcels in South McAlester- Treasurer
- I) Approve/Disapprove transcript of proceedings; Resolution 23-225 for Commissioners Sale; Approve & sign deed all for various parcels in South McAlester- Treasurer
- J) Resolution 23-226 to advertise for One (1) 2006 or newer 6-Wheel Dump Truck- District 1
- K) Award vendor for the replacement of gas lines on the roof of the courthouse, pursuant to the Oklahoma Public Competitive Bidding Act.
- L) Executive Session:
 - i) To Conduct the Personnel Performance Evaluation of Eddie Jones, Asphalt Plant Supervisor, pursuant to Oklahoma Statutes Title 25, § 307 (B)(1)
 - ii) To Conduct the Personnel Performance Evaluation of Lizzie Strain, Courthouse Maintenance, pursuant to Oklahoma Statutes Title 25, § 307(B)(1)
 - iii) To Conduct the Personnel Performance Evaluation of Haley Young, BOCC Commissioners Assistant, pursuant to Oklahoma Statutes Title 25, § 307(B)(1)
 - iv) To Conduct the Personnel Performance Evaluation of Leslie Gray, BOCC Commissioners Assistant, pursuant to Oklahoma Statutes Title 25, § 307(B)(1)
 - v) To Conduct the Personnel Performance Evaluation of Sandra Crenshaw, BOCC Chief Deputy, pursuant, to Oklahoma Statutes Title 25, § 307(B)(1)

10. ROAD CROSSING PERMITS

None.

II. 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

**LICENSE AGREEMENT
TEMPORARY STAGING AREA**

This License Agreement is made this 27th day of February, 2023, by and between PITTSBURG COUNTY ("COUNTY") and PUBLIC SERVICE COMPANY OF OKLAHOMA, an Oklahoma corporation, with an address of 212 E. 6th Street, Tulsa, OK 74119, ("PSO"). COUNTY and PSO may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS:

WHEREAS, COUNTY owns or controls certain lands in Pittsburg County, Oklahoma known as the Southeast Expo Center as described and depicted on the attached Exhibit A, incorporated herein for all purposes ; and,

WHEREAS, PSO is an electric utility certified by the Oklahoma Corporation Commission to provide electric delivery service throughout eastern and central Oklahoma, including the area constituting and surrounding the Expo Hall and outside grounds; and,

WHEREAS, PSO's service area experiences emergency conditions from time-to-time, which interrupt or threaten to interrupt electric service to many of its customers, and which often require PSO to mobilize special efforts to respond to such emergencies to avoid such service interruptions or to quickly restore electrical service; and,

WHEREAS, PSO has requested permission to use the Expo Hall and outside grounds as a staging area for its work crews and for the temporary storage of materials, vehicles and equipment related to the performance of work necessary to avoid interruptions in electrical service or to restore service interrupted by emergency conditions in PSO's service area; and,

WHEREAS, COUNTY has agreed to make the Expo Hall and outside grounds available to PSO for such purposes, subject to the terms and conditions hereinafter set out.

AGREEMENTS:

NOW THEREFORE, for and in consideration of the Expo Hall and outside grounds and other good and valuable consideration, including the mutual benefits accruing to COUNTY and PSO, the Parties hereto agree as follows:

1. Use of the Expo Hall and outside grounds. Upon the occurrence of an emergency condition, which interrupts or threatens to interrupt electric service to a substantial number of PSO's customers requiring PSO to mobilize special efforts to respond to such conditions, PSO, meaning its employees, agents and contractors, may enter upon and use the Expo Hall and outside grounds for the staging of work crews and for the temporary storage of materials, vehicles and equipment. PSO will endeavor

to provide COUNTY with twenty-four (24) hours advance notice of its need to use the Expo Hall and outside grounds; however, in the event PSO is prevented from providing such advance notice by the occurrence of the emergency condition or the unavailability of the designated COUNTY contact, PSO shall provide notice of its need to use the Expo Hall and outside grounds as soon thereafter as reasonably possible.

2. Term. This License Agreement shall remain in effect for a term of five (5) years from the date hereof, unless earlier terminated by either Party upon sixty (60) days' notice. Upon receipt of such notice, PSO's rights under this License Agreement shall terminate as to all or any part of the Expo Hall and outside grounds as may be set out in such notice. Notwithstanding anything to the contrary herein contained, once PSO mobilizes to respond to a condition covered hereunder and enters the Expo Hall and outside grounds for such purposes, PSO's use of the Expo Hall and outside grounds as a staging area for work crews and for the temporary storage of materials, vehicles and equipment shall not be interrupted and shall extend for that period of time reasonably required by PSO to respond to the emergency condition, but in no event longer than two (2) continuous months without the written consent of COUNTY.
3. Appearance. PSO agrees that during its use of the Expo Hall and outside grounds it will maintain the Expo Hall and outside grounds in a neat and orderly fashion, and not permit the accumulation of garbage, trash or rubbish thereon.
4. Repairs. Upon PSO's cessation of use of the Expo Hall and outside grounds or upon termination of this License Agreement, PSO will restore the Expo Hall and outside grounds to as close to the same condition as existed before its use thereof, all without cost, risk or expense to COUNTY. PSO shall also repair any damage to other land owned by COUNTY immediately adjacent to the Expo Hall and outside grounds, which may have been damaged from any activity by PSO or its employees, agents and contractors during the use of the Expo Hall and outside grounds.
5. Compliance with Laws. PSO shall not commit or allow to be committed, by act or omission, any waste or nuisance in or upon the Expo Hall and outside grounds. PSO represents and warrants to COUNTY that all activities performed by PSO, its employees, agents, and contractors on the Expo Hall and outside grounds shall comply with all applicable laws, statutes, ordinances, rules and regulations or any governmental authority.
6. Insurance. PSO shall maintain a commercially reasonable amount of comprehensive general liability insurance covering both personal injury (including death) and property damage and shall provide proof of such insurance to COUNTY upon COUNTY's written request. PSO shall require any contractors or agents using the Expo Hall and outside grounds to comply with this same requirement.

7. Indemnification. PSO, to the extent permitted by law, agrees to protect, indemnify and hold harmless COUNTY, its directors, officers, agents and employees from and against any claims, causes of action, suits, judgments, losses, damages and liability of every kind, including reasonable expenses of litigation, court costs and attorneys' fees for injuries, death or property damages (including injuries, death or property damage suffered by PSO's employees or the employees of its agents or contractors) resulting from PSO's use of the Expo Hall and outside grounds, which occurred, or are alleged to have occurred directly or indirectly, in whole or in part, from any negligent act, error or omission of PSO or any of its employees, contractors or agents. COUNTY agrees, to the extent permitted by law to hold harmless PSO, its officers, directors, employees and agents from any liabilities, damages and costs (including reasonable attorney's fees and costs of defense) to the extent caused by the negligent acts, errors or omissions of COUNTY, the COUNTY's contractors, consultants or anyone for whom COUNTY is legally responsible.
8. Notices. All notices shall be in writing and shall be delivered to the following addresses or at such different addresses as shall be directed by the Parties in writing from time-to-time.

If to PSO:

Public Service Company of Oklahoma
212 E. 6th Street
Tulsa, OK 74119

Attn: Jennifer Ellis
918-599-2513

If to COUNTY:

Pittsburg County
115 E Carl Albert Pkwy
McAlester, OK 74501

Attn: Charlie Rogers
918-432-5336

9. Assignment. PSO may not assign this License Agreement to any party without the prior written consent of COUNTY, which consent shall not be unreasonably withheld.
10. Entire Agreement. This License Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and all prior agreements, representations and negotiations between the Parties regarding the subject matter are hereby superseded. This License Agreement shall not be altered or amended except by an agreement in writing executed by both Parties hereto.
11. Survival. Termination of this License Agreement shall not relieve either Party of any obligation that by its nature should survive termination, including but not limited to all guarantees and promises of indemnity.
12. No Third Party Beneficiary. This License Agreement inures to the benefit of and obligates only the Parties executing it. No term or provision of this License Agreement shall benefit or obligate any person or entity not a party to it.

13. No Waiver of Immunity. No Party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this License Agreement and the performance of the covenants contained herein. No provision of this License Agreement is a consent to suit.
14. No Joint Venture. Nothing contained herein shall be deemed or construed by the Parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers or any other similar such relationship between the Parties hereto.

EXECUTED AND MADE EFFECTIVE as of the date first above written.

PITTSBURG COUNTY

By: 

Name: Charlie Rogers

Title: Chairman, Pittsburg County Commissioners

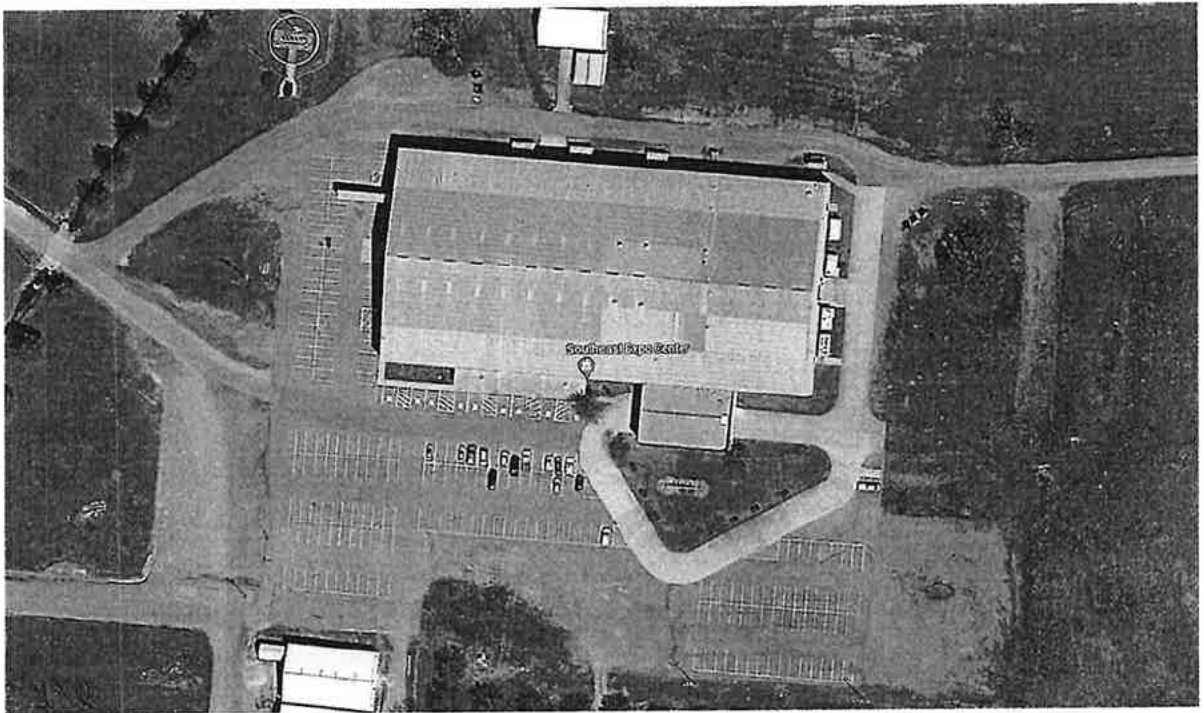
PUBLIC SERVICE COMPANY OF OKLAHOMA

By: _____

Name: Jennifer Ellis

Title: Vice President, Distribution Region Operations

EXHIBIT A: SOUTHEAST EXPO CENTER



407 E. Main
Antlers, OK 74523
(800) 522-3889 Phone
(580) 298-3335 Fax

"Serving Our Customers Since 1975"



600 N. Broadway Ave
Ada, OK 74820
(580) 332-6300 Phone
(580) 332-0107 Fax

Remit To: 900 E. Wyandotte Ave
McAlester, OK 74501
(888) 332-3431 Phone
(918) 426-3626 Fax

Pittsburg County Election Board
109 E Carl Albert
Room 101
McAlester, OK 74501

Pittsburg County Election Board
109 E Carl Albert
Room 101
McAlester, OK 74501

Renewal Maintenance Contract Proposal
Contract # MCAC31578-09
Renewal Date Range 3/12/2023 - 3/11/2024

2/14/2023

Dear Valued Customer:

The maintenance contract for your office equipment(s) is/are scheduled for renewal. Please review the attached Renewal Maintenance Contract Proposal, fill in all blanks in the spaces below, and initial the reverse side of this agreement. If your contract needs have changed or you have any questions or concerns, please contact our Contract Department so that we may address them and better serve you. An unreturned Renewal Maintenance Contract Proposal will constitute agreement on your part.

Your Contract Renewal Rate will be \$886.56 billing Annual
Maint-Supply Incl Excl Paper/Networking

Equipment covered under this contract agreement include:

Equipment ID	Description	Covered Copies	Overage Rate	Overage Cycle
C8716	IMR-C3835i	3FX02540		
Meter	Meter Group	Meter Group		
B\W-109	Black and White		9,000.00	0.01 Quarterly
Color	Color		750.00	0.05 Quarterly

Miller Office Equipment thanks you for the opportunity to provide service for all of your office needs.

This is not a bill
Please Sign and Return.
Invoice to follow.

Sincerely,

Rachel McCann
Contract Administrator
rmccann@milleroffice.com
918-426-3600 Phone

Contract# MCAC31578-09

Printed Name: Tonya Barnes

Signature: Tonya Barnes

Title: Secretary

Date: 2-17-23

New Purchase Order# _____

* This agreement includes and is subject to the terms and conditions on the reverse side of this document.

Miller Office Equipment MAINTENANCE AGREEMENT

This Maintenance Agreement shall become effective upon its acceptance by MOE Systems, LLC (hereinafter referred to as Miller) on the date indicated on the face hereof.

1. Maintenance Agreement base rate charges, if applicable, are payable in advance. The payment due date for a coverage period is the first day of the coverage period specified on the face hereof. Anything herein contained to the contrary notwithstanding, Miller shall have no obligation to provide any of the services called for hereunder to customer unless customer is current in all payments made to Miller on all billings on any equipment provided by or serviced by Miller or its affiliates or subsidiaries, including but not limited to service, supply, maintenance and maintenance related billings, and equipment lease billings. Miller may charge interest at the rate of one and one-half percent (1.5%) per month on all payments overdue, and in the event of failure of payment, to pursue any available remedies at law or inequity for breach of this Agreement. In the event collection of any amount due hereunder is turned over to an attorney, buyer agrees to be responsible for all fees and expenses incurred in said effort.
2. Miller shall provide inspections as required, which may be made in conjunction with regular or emergency service calls. Inspections, as well as all service calls, shall be made during normal business hours.
3. During the terms of the Agreement, Miller will provide, depending on contract type chosen, parts which have been broken or worn through normal use, labor which is necessary for servicing and maintenance adjustments, and equipment supplies (not including paper), with no charge. This agreement shall not apply to network connectivity as it is not provided under our maintenance agreements, but rather as separate chargeable service provided at Miller's established rates.
4. All service calls under this Agreement will be made by Miller during normal business hours on the equipment described on the face hereof. Should the equipment be moved to an alternate location, there will be an adjustment to the normal maintenance base and/or copy rate as set forth by Miller. The move of equipment is not included in maintenance agreement and will be done by Miller at a rate determined by Miller based on distance from Miller's service office to new customer location via most convenient route determined by Miller. If service at a time other than during Miller's normal business hours is furnished upon customer's request, it will not be included in customer maintenance agreement and customer will be charged at Miller's established rates for labor and travel then in effect.
5. This Agreement shall not apply to service or repairs made necessary by accident, misuse, abuse, neglect, theft, riot, vandalism, lightening, electrical power failure, fire, water, or other casualty, or to repairs made necessary as a result of either service by personnel other than Miller personnel or repeated use of supplies other than supplies meeting Miller's published supply specifications for the equipment. Separate charges for repairs or replacements due to the foregoing shall be borne by the customer, at Miller's established rate for parts and labor from time to time in effect.
6. This Agreement covers only the equipment described on the face hereof and does not include any accessories listed thereon.
7. This Agreement may not be assigned by the customer.
8. This Agreement does not include applicable taxes. All taxes levied or imposed, now or hereafter, by any Governmental authority shall be paid by the customer in accordance with law.
9. Standard Freight and Fuel Surcharge items are included in established Miller's maintenance price rates for contracts types that include parts and supplies. Any contracts excluding parts and/or supplies will be subject to Freight and Fuel Surcharge charges being added to supply order and service call invoices. Rush orders are not considered standard and will result in an extra fee.
10. This Agreement (consisting of the face and reverse side of this page) supersedes any and all prior oral or written maintenance agreements between the parties, and constitutes the entire agreement between the customer and Miller with respect to the service to be provided hereunder.
11. If, during the term of this Agreement or any subsequent terms, Miller is unable to obtain parts for the equipment covered under this Agreement, Miller may, at its sole discretion, terminate this Agreement and refund to the customer the prorated unused portion.
12. This Agreement shall remain in full force and effect for the coverage period noted on the face hereof. Customer's obligation to pay all charges which have accrued shall survive any termination of this Agreement. Pricing is for the first year only unless otherwise stated on the face of this Agreement contract. Changes to this contract may only be made with the consent of the customer and Miller. At the expiration of the original or any renewal term, this Agreement, with all of its terms, covenants and conditions, including this paragraph, shall be deemed to have been automatically renewed for a term of twelve (12) months and at a rate established by Miller, unless either party has given thirty (30) days prior written notice to the other of its intention to terminate this agreement as of the end of such term.

(Initial)

JB

407 E. Main
Antlers, OK 74523
(800) 522-3889 Phone
(580) 298-3335 Fax

"Serving Our Customers Since 1975"



600 N. Broadway Ave
Ada, OK 74820
(580) 332-6300 Phone
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Remit To: 900 E. Wyandotte Ave
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(888) 332-3431 Phone
(918) 426-3626 Fax

Pittsburg County Commissioner
Office
115 E. Carl Albert Pkwy
McAlester, OK 74501

Pittsburg County Commissioner
Office
115 E. Carl Albert Pkwy
McAlester, OK 74501

Renewal Maintenance Contract Proposal
Contract # MCAC31438-10
Renewal Date Range 3/25/2023 - 3/24/2024

2/14/2023

Dear Valued Customer:

The maintenance contract for your office equipment(s) is/are scheduled for renewal. Please review the attached Renewal Maintenance Contract Proposal, fill in all blanks in the spaces below, and initial the reverse side of this agreement. If your contract needs have changed or you have any questions or concerns, please contact our Contract Department so that we may address them and better serve you. An unreturned Renewal Maintenance Contract Proposal will constitute agreement on your part.

**Your Contract Renewal Rate will be \$510.66 billing Annual
Maint-Supply Incl Excl Paper/Networking**

Equipment covered under this contract agreement include:

C8807	IMR-C3835i	4CS03988		Overage Rate	Overage Cycle
Meter	Meter Group	Meter Group	Covered Copies		
B\W-109	BLACK AND WHITE		3,000.00	0.0095	Monthly
Color	COLOR		0.00	0.05	Monthly

Miller Office Equipment thanks you for the opportunity to provide service for all of your office needs.

**This is not a bill
Please Sign and Return.
Invoice to follow.**

Sincerely,

Rachel McCann
Contract Administrator
rmccann@milleroffice.com
918-426-3600 Phone

Contract# MCAC31438-10

Printed Name: Charlie Rogers

Signature: [Handwritten Signature]

Title: Chairman, BOCC

Date: 2/27/2023

New Purchase Order# _____

* This agreement includes and is subject to the terms and conditions on the reverse side of this document.

Miller Office Equipment MAINTENANCE AGREEMENT

This Maintenance Agreement shall become effective upon its acceptance by MOE Systems, LLC (hereinafter referred to as Miller) on the date indicated on the face hereof.

1. Maintenance Agreement base rate charges, if applicable, are payable in advance. The payment due date for a coverage period is the first day of the coverage period specified on the face hereof. Anything herein contained to the contrary notwithstanding, Miller shall have no obligation to provide any of the services called for hereunder to customer unless customer is current in all payments made to Miller on all billings on any equipment provided by or serviced by Miller or its affiliates or subsidiaries, including but not limited to service, supply, maintenance and maintenance related billings, and equipment lease billings. Miller may charge interest at the rate of one and one-half percent (1.5%) per month on all payments overdue, and in the event of failure of payment, to pursue any available remedies at law or inequity for breach of this Agreement. In the event collection of any amount due hereunder is turned over to an attorney, buyer agrees to be responsible for all fees and expenses incurred in said effort.
2. Miller shall provide inspections as required, which may be made in conjunction with regular or emergency service calls. Inspections, as well as all service calls, shall be made during normal business hours.
3. During the terms of the Agreement, Miller will provide, depending on contract type chosen, parts which have been broken or worn through normal use, labor which is necessary for servicing and maintenance adjustments, and equipment supplies (not including paper), with no charge. This agreement shall not apply to network connectivity as it is not provided under our maintenance agreements, but rather as separate chargeable service provided at Miller's established rates.
4. All service calls under this Agreement will be made by Miller during normal business hours on the equipment described on the face hereof. Should the equipment be moved to an alternate location, there will be an adjustment to the normal maintenance base and/or copy rate as set forth by Miller. The move of equipment is not included in maintenance agreement and will be done by Miller at a rate determined by Miller based on distance from Miller's service office to new customer location via most convenient route determined by Miller. If service at a time other than during Miller's normal business hours is furnished upon customer's request, it will not be included in customer maintenance agreement and customer will be charged at Miller's established rates for labor and travel then in effect.
5. This Agreement shall not apply to service or repairs made necessary by accident, misuse, abuse, neglect, theft, riot, vandalism, lightening, electrical power failure, fire, water, or other casualty, or to repairs made necessary as a result of either service by personnel other than Miller personnel or repeated use of supplies other than supplies meeting Miller's published supply specifications for the equipment. Separate charges for repairs or replacements due to the foregoing shall be borne by the customer, at Miller's established rate for parts and labor from time to time in effect.
6. This Agreement covers only the equipment described on the face hereof and does not include any accessories listed thereon.
7. This Agreement may not be assigned by the customer.
8. This Agreement does not include applicable taxes. All taxes levied or imposed, now or hereafter, by any Governmental authority shall be paid by the customer in accordance with law.
9. Standard Freight and Fuel Surcharge items are included in established Miller's maintenance price rates for contracts types that include parts and supplies. Any contracts excluding parts and/or supplies will be subject to Freight and Fuel Surcharge charges being added to supply order and service call invoices. Rush orders are not considered standard and will result in an extra fee.
10. This Agreement (consisting of the face and reverse side of this page) supersedes any and all prior oral or written maintenance agreements between the parties, and constitutes the entire agreement between the customer and Miller with respect to the service to be provided hereunder.
11. If, during the term of this Agreement or any subsequent terms, Miller is unable to obtain parts for the equipment covered under this Agreement, Miller may, at its sole discretion, terminate this Agreement and refund to the customer the prorated unused portion.
12. This Agreement shall remain in full force and effect for the coverage period noted on the face hereof. Customer's obligation to pay all charges which have accrued shall survive any termination of this Agreement. Pricing is for the first year only unless otherwise stated on the face of this Agreement contract. Changes to this contract may only be made with the consent of the customer and Miller. At the expiration of the original or any renewal term, this Agreement, with all of its terms, covenants and conditions, including this paragraph, shall be deemed to have been automatically renewed for a term of twelve (12) months and at a rate established by Miller, unless either party has given thirty (30) days prior written notice to the other of its intention to terminate this agreement as of the end of such term.

(Initial) _____



OKLAHOMA
State Department
of Health

**Nebulized Sputum Collection Contract
Fiscal Year 2023**

This agreement made and entered into by and between the **Pittsburg County Health Department**, hereinafter referred to as PCHD, and the **McAlester Regional Health Center**, hereinafter referred to as **CONTRACTOR**.

The CONTRACTOR agrees to perform Nebulized Collection of Sputum for patients referred by the PCHD.

The CONTRACTOR must invoice the PCHD for services rendered. **DO NOT INVOICE PATIENT.**

The provisions of this contract are to become effective on **March 1, 2023** and terminate on **June 30, 2023.**

For the purposes of this contract, all contacts with the PCHD shall be directed to its representative:
Juliann Montgomery, Regional Administrative Director at 918.423.1267 ext 1509.

For the purposes of this contract, all contacts with the CONTRACTOR shall be directed to its representative:
Nicole Eller, RT at 918.421.8372.

The PCHD shall pay the contractor \$32.00 for the procedure, medication and respiratory therapy to produce a nebulized sputum.

It is understood that the allocations are contingent upon State Funds being made available to PCHD.

Payment shall be made monthly upon presentation of a signed claim/invoice for services provided. Monthly invoices shall indicate the date services were rendered, the name of patient and service provided. The invoices should be submitted no later than (30) calendar days following completion in full performance of this contract and agreement. Failure to timely submit claim/invoices as provided herein, may constitute a waiver of such accrued right for reimbursement at the discretion of PCHD.

At the close of the contract period, the CONTRACTOR shall reimburse to the PCHD for any over payment which may have resulted during the contract period. Any reimbursement to the PCHD will be made within sixty (60) days after the close of the contract period. The PCHD may review expenditures with the CONTRACTOR and adjust any overpayment which may have occurred.

The CONTRACTOR agrees that its responsibilities within this contract are unique and may not be assigned or delegated.

The CONTRACTOR shall be responsible to ensure and certifies that individuals employed under the terms of the Agreement are covered under Worker's Compensation Insurance as required by Oklahoma Statutes.

CONTRACTOR agrees that any Confidential information received and collected through the delivery of services under this agreement shall be privileged communications and strictly confidential as required by the laws of the State of Oklahoma, the Codes of Professional Conduct and specifically pursuant to **Title 63 O.S. 1991, Section 1-502.2.**, and **"incorporated herein in its entirety, and made a part of this contract, is the Business Associate Agreement signed between the Parties."**

CONTRACTOR shall be responsible for acts and omissions of its agents and employees in the violation of any confidential or privileged communications. Any act or omission deemed by PCHD to be a violation shall be grounds for immediate suspension or termination of this contract.

The CONTRACTOR shall commence no services for the benefit of any minor without first obtaining express written consent from a custodial parent, court appointed guardian or court authorized foster parent.

The CONTRACTOR agrees to hold harmless the PCHD of all claims, demands and liabilities resulting from any act or omission on the part of the CONTRACTOR and/or its' agents, subcontractors and employees in the performance of this contract.

The CONTRACTOR agrees to maintain required records and supporting documentation for a period of five (5) years following the conclusion of this contract period. The CONTRACTOR agrees to allow the State Auditor's Office, Oklahoma State Department of Health, PCHD, or their authorized representatives access to the CONTRACTOR'S records, books, documents, accounting procedure, practices or any other items of the service provider relevant to the contract for purpose of audit and examination, etc.



**OKLAHOMA
State Department
of Health**

Program policies issued by the PCHD in the form of written guidelines or memos shall be reviewed by the CONTRACTOR as to applicability and adopted as mutually agreed by both parties. In the event that an audit results in the determination that payments have been made to the CONTRACTOR for unallowable costs, CONTRACTOR agrees to reimburse PCHD in full for all applicable penalties and costs determined to be unallowable.

This contract is subject to amendment at any time but only upon fully disclosed written consent by both parties. This contract is subject to termination upon thirty (30) days advance written notice by either party. Written notice must be forwarded to the following applicable addresses by Certified mail:

Pittsburg County Health Department
1400 College Avenue
McAlester, OK 74501

McAlester Regional Health Center
1 Clark Bass Blvd
McAlester, OK 74501

APPROVED:

Representing:
Pittsburg County Health Department

Representing:
McAlester Regional Health Center

Juliann Montgomery
Regional Administrative Director

2/22/23
Date

DocuSigned by:

Shawn Howard
Chief Executive Officer

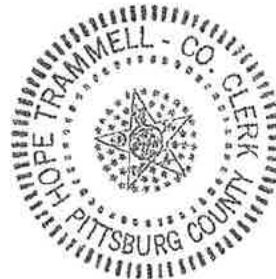
2/20/2023
Date

Examined and approved this 27th Day of Feb., 2023 by the Board of County Commissioners.

Board of Commissioners, Chairman

County Commissioner

County Commissioner



Attest:
County Clerk

**BOARD OF COUNTY COMMISSIONERS OF PITTSBURG COUNTY, OKLAHOMA
LEASE PURCHASE AGREEMENT FOR EQUIPMENT**

LEASE #10309862

THIS AGREEMENT IS MADE ON THIS 27TH DAY OF February 2023, BY AND BETWEEN BOARD OF COUNTY COMMISSIONERS OF PITTSBURG COUNTY, OKLAHOMA, DESIGNATED THROUGHOUT THIS AGREEMENT AS THE LESSEE, AND RCB BANK, DESIGNATED THROUGHOUT THIS AGREEMENT AS THE LESSOR.

I. EQUIPMENT

SUBJECT TO THE TERMS AND CONDITIONS AS SET FORTH IN THIS AGREEMENT, THE LESSOR LEASES TO THE LESSEE THE FOLLOWING DESCRIBED EQUIPMENT, ALL OF WHICH SHALL BE DESIGNATED THROUGHOUT THIS INSTRUMENT AS THE "EQUIPMENT":

<u>MAKE</u>	<u>MODEL</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>LEASE PURCHASE PRICE</u>
'18 Caterpillar	12M3 Motor Grader	SN#N9F00886	1	\$153,159.34	\$170,480.40
*equipment listed includes all attachments, accessions, and additions now and hereafter acquired.					
*Total lease amount includes fee of \$275.00					
TOTAL LEASE AMOUNT					\$153,434.34

II. PAYMENT OF LEASE PURCHASE INSTALLMENTS

IN CONSIDERATION OF THE AGREEMENT BY THE LESSOR TO LEASE PURCHASE THE EQUIPMENT, THE LESSEE PROMISES TO PAY THE LESSOR, FOR THE EQUIPMENT, THE SUM OF **\$2,841.34** PER MONTH, DURING THE TERM OF THIS AGREEMENT OR ANY RENEWAL OF THE AGREEMENT, IN THE ALTERNATIVE, THE LESSEE PROMISES TO PAY TO THE LESSOR LEASE PAYMENTS AS SET FORTH IN THE LEASE SCHEDULE WHICH IS ATTACHED TO THIS INSTRUMENT AND WHICH IS INCORPORATED BY REFERENCE. NO PAYMENT SHALL BE MADE BY THE LESSEE UNDER THE TERMS OF THIS AGREEMENT UNLESS THE EQUIPMENT SHALL HAVE BEEN DELIVERED TO THE REQUISITIONING AGENCY AND IS AT ALL TIMES, EXCEPT WHEN MADE NECESSARY BY AN EMERGENCY, RETAINED BY THE AGENCY.

III. LEASE TERM

THIS LEASE SHALL COMMENCE ON THE DATE THE EQUIPMENT IS ACCEPTED BY THE LESSEE AND SHALL AUTOMATICALLY TERMINATE, UNLESS RENEWED IN ACCORDANCE WITH THE TERMS SET FORTH BELOW, AT THE END OF THE FISCAL YEAR OF THE STATE OF OKLAHOMA DURING WHICH THE LEASE IS COMMENCED.

IV. OPTION TO RENEW

THE LESSEE IS HEREBY GRANTED **5** SUCCESSIVE OPTIONS TO RENEW THIS LEASE FOR ADDITIONAL TERMS NOT TO EXCEED ONE FISCAL YEAR EACH, PLUS ONE FINAL OPTION TO RENEW THIS LEASE FOR A PERIOD OF **8** MONTHS, ALL UPON THE SAME TERMS AND CONDITIONS, PROVIDED THAT SUCH OPTIONS MAY BE EXERCISED, AS A MATTER OF RIGHT, SOLEY AND EXCLUSIVELY BY THE LESSEE. THE EXERCISE OF ANY SUCH OPTION SHALL BE ACCOMPLISHED BY THE ISSUANCE OF A PURCHASE ORDER UPON OR WITHIN TEN (10) DAYS AFTER THE EXPIRATION OF TERMS OF THIS LEASE OR ANY RENEWAL THEN IN EFFECT.

V. TITLE TO EQUIPMENT

UPON ACCEPTANCE OF THE EQUIPMENT BY LESSEE, TITLE TO THE EQUIPMENT SHALL VEST IN LESSEE SUBJECT TO LESSOR'S RIGHTS UNDER THIS AGREEMENT. TITLE SHALL VEST IN LESSEE, AND LESSEE SHALL IMMEDIATELY SURRENDER POSSESSION OF THE EQUIPMENT TO LESSOR UPON (A) ANY TERMINATION OF THIS AGREEMENT OTHER THAN TERMINATION PURSUANT TO PARAGRAPH VI OR (B) THE OCCURRENCE OF AN EVENT OF DEFAULT PROVIDED SUCH DEFAULT HAS NOT BEEN CURED BY LESSEE WITHIN THE APPLICABLE CURE PERIOD SET FORTH HEREIN. IN THE EVENT OF A MONETARY DEFAULT, LESSEE SHALL HAVE FIVE (5) DAYS FROM THE DUE DATE OF PAYMENT AS DESCRIBED UNDER THIS AGREEMENT OR ANY RENEWAL OF THIS AGREEMENT TO CURE SAID DEFAULT. IN THE EVENT OF A NON-MONETARY DEFAULT, LESSEE SHALL HAVE TEN (10) DAYS FROM RECEIPT OF A WRITTEN NOTICE FROM LESSOR OF THE DEFAULT TO CURE SAID DEFAULT. LESSEE SHALL EXECUTE AND DELIVER ANY SUCH INSTRUMENTS AS LESSOR MAY REQUEST TO TRANSFER LEGAL TITLE TO AND OWNERSHIP OF THE EQUIPMENT TO LESSOR UPON TERMINATION OF LESSEE'S INTEREST IN THE EQUIPMENT.

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 OR LESSEE'S INTENT TO PURCHASE ACCOMPANIED BY A SINGLE, FINAL PAYMENT OF THE BALANCE SHOWN DUE ON THE LEASE SCHEDULE ATTACHED HERETO AS OF THE NEXT LEASE PAYMENT DUE DATE FOR THE EQUIPMENT. (IF THE PURCHASE PRICE IS TO BE REDUCED BY A PERCENTAGE OF THE LEASE PAYMENTS MADE PRIOR TO THE EXERCISE OF THE PURCHASE OPTION, DESCRIBED FULLY, IN THE SPACE PROVIDED, THE MANNER IN WHICH SUCH REDUCTION SHALL BE COMPUTED. IF ADDITIONAL SPACE IS NECESSARY, ATTACH A WRITTEN SCHEDULE OF PURCHASE OPTION PRICES WHICH SHALL BE INCORPORATED IN THE TERMS OF THIS AGREEMENT BY REFERENCE). IN THE EVENT THE LESSEE SHALL EXERCISE ANY OPTION TO PURCHASE THE EQUIPMENT, THE LESSOR ASSIGNS TO THE LESSEE ALL RIGHTS AND CLAIMS WHICH THE LESSOR MAY HAVE OR ACQUIRE ARISING UNDER THE ANTITRUST LAWS OF THE UNITED STATES OR OF ANY STATE REGARDING THE EQUIPMENT PURCHASED UNDER THE TERMS OF THIS AGREEMENT.

VII. DELIVERY AND RETURN OF EQUIPMENT

THE LESSEE SHALL BEAR ALL COSTS OF SHIPPING AND DELIVERING THE EQUIPMENT TO THE LESSEE. INSTALLATION COSTS, IF ANY SHALL BE BORNE BY THE LESSEE. 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 ENSURE THAT FIRE AND EXTENDED COVERAGE CASUALTY INSURANCE COVERING THE EQUIPMENT FROM THE TIME THE EQUIPMENT IS DELIVERED UNTIL THIS LEASE IS TERMINATED IS OBTAINED AND MAINTAINED. THIS INSURANCE SHALL BE IN A FORM ACCEPTABLE TO THE LESSOR AND SHALL INSURE THE FULL VALUE OF THE EQUIPMENT AGAINST THE RISK LOSS OR DAMAGE. THE LESSEE SHALL PROVIDE THE LESSOR WITH WRITTEN NOTICE AT LEAST TEN (10) DAYS PRIOR TO ANY CHANGE IN THE INSURANCE REQUIRED UNDER THE TERMS OF THIS PARAGRAPH. WITH WRITTEN CONSENT OF LESSOR, LESSEE MAY SATISFY THE INSURANCE REQUIREMENTS OF THIS PARAGRAPH X. BY SELF-INSURANCE.

XI. PATENTS

IN THE EVENT ANY SUIT IS INSTITUTED AGAINST THE LESSEE WHICH IS BASED UPON ANY CLAIM THAT ANY OF THE EQUIPMENT IS IMPLICATED IN AN INFRINGEMENT OF ANY PROVISION OF UNITED STATES PATENT LAW, THE LESSOR SHALL, AT ITS OWN EXPENSE, DEFEND SUCH SUIT AGAINST THE LESSEE; PROVIDED, LESSEE PROVIDES THE LESSOR WITH PROMPT NOTICE OF THE INSTITUTION OF SUCH SUIT AND PERMITS THE LESSOR TO FULLY PARTICIPATE IN THE DEFENSE. THE LESSEE SHALL ALSO RETAIN THE RIGHT TO PARTICIPATE IN SUCH DEFENSE AND SHALL, IN ANY EVENT, PROVIDE THE LESSOR WITH ALL AVAILABLE INFORMATION, ASSISTANCE AND AUTHORITY TO ENABLE THE LESSOR TO CONDUCT THE DEFENSE. NO COMPROMISE OR SETTLEMENT OF SUCH SUIT RESULTING IN A JUDGMENT AGAINST THE LESSEE SHALL OBLIGATE OR BIND THE LESSOR UNLESS THE LESSOR SHALL HAVE ACCEPTED SUCH COMPROMISE OR SETTLEMENT. THE LESSOR SHALL HAVE THE RIGHT TO ENTER INTO NEGOTIATIONS FOR AND EFFECT A COMPROMISE OR SETTLEMENT OF SUCH PATENT ACTION, BUT NO SUCH COMPROMISE OR SETTLEMENT SHALL BE BINDING UPON LESSEE UNLESS APPROVED BY LESSEE. SUBJECT ONLY TO THE TERMS OF THIS PARAGRAPH, THE LESSOR SHALL HOLD THE LESSEE HARMLESS FROM ANY LIABILITY ARISING FROM ANY PATENT SUIT SUCH AS IS DESCRIBED ABOVE. IN THE EVENT ANY OF THE EQUIPMENT SHALL BE HELD, IN ANY SUIT, TO CONSTITUTE AN INFRINGEMENT OF PATENT LAW, AND ITS USE SHALL BE ENJOINED, THEN THE LESSOR SHALL, AT ITS SOLE OPTION AND THE LESSOR'S EXPENSE:

1. OBTAIN FOR THE LESSEE THE RIGHT TO CONTINUE TO USE THE EQUIPMENT;
2. REPLACE OR MODIFY THE EQUIPMENT IN A MANNER ACCEPTABLE TO THE LESSEE SO THAT THE EQUIPMENT NO LONGER INFRINGES ANY PROVISION OF PATENT LAW.

XII. FUNDING

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES ACKNOWLEDGE AND AGREE THAT FUNDS TO BE PAID BY THE LESSEE UNDER THE TERMS OF THIS LEASE WILL BE AVAILABLE ONLY AS APPROPRIATED ON A FISCAL YEAR-TO-FISCAL YEAR BASIS BY PROPERLY CONSTITUTED LEGAL AUTHORITY. IN

THE EVENT THAT THE LESSEE DETERMINES THAT SUFFICIENT FUNDS HAVE NOT BEEN APPROPRIATED TO MAKE THE PAYMENTS REQUIRED UNDER THE TERMS OF THE AGREEMENT, THE OBLIGATIONS OF THE LESSEE UNDER THIS AGREEMENT SHALL TERMINATE. IN SUCH EVENT, THE LESSEE SHALL GIVE PROMPT WRITTEN NOTICE OF TERMINATION TO THE LESSOR.

XIII. ASSIGNMENT

THE LESSOR MAY, WITH THE PRIOR WRITTEN APPROVAL OF THE LESSEE, ASSIGN ITS RIGHT TO RECEIVE PAYMENT OF LEASE DUE UNDER THE TERMS OF THIS AGREEMENT. HOWEVER, ANY SUCH ASSIGNMENT SHALL NOT RELIEVE THE LESSOR OF ITS RESPONSIBILITIES TO PERFORM THE DUTIES AND OBLIGATIONS IMPOSED UPON IT BY THIS AGREEMENT.

XIV. ROAD MACHINERY AND EQUIPMENT

IF THE TERMS OF THIS AGREEMENT ARE IN REGARDS TO ROAD MACHINERY OR EQUIPMENT, THE LESSEE ASSUMES ALL RISK AND LIABILITY FOR AND SHALL HOLD THE LESSOR HARMLESS FROM ALL DAMAGES TO PROPERTY AND INJURIES AND DEATH TO PERSONS ARISING OUT OF THE USE, POSSESSION, OR TRANSPORTATION OF SAID ROAD MACHINERY OR EQUIPMENT.

XV. ENTIRE AGREEMENT OF THE PARTIES AND SEVERABILITY

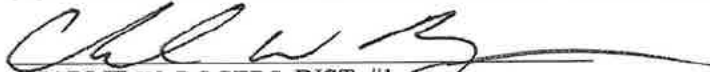
EXCEPT AS OTHERWISE PROVIDED IN THE ABOVE TERMS AND CONDITIONS, THIS LEASE, TOGETHER WITH APPLICABLE PURCHASE ORDERS AND THE INVITATION TO BID, CONSTITUTE THE ENTIRE AGREEMENT OF THE PARTIES. THIS AGREEMENT MAY NOT BE MODIFIED OR TERMINATED EXCEPT AS PROVIDED IN THE ABOVE TERMS AND CONDITIONS OR BY WRITTEN AGREEMENT OF THE LESSOR AND THE LESSEE. IF ANY PROVISION OF THIS AGREEMENT SHALL BE DETERMINED TO BE INVALID, IT SHALL BE CONSIDERED AS DELETED FROM THIS AGREEMENT AND NO REMAINING PROVISION OF THE AGREEMENT SHALL BE DEEMED INVALID.

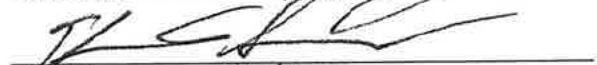
XVI. CHOICE OF LAW

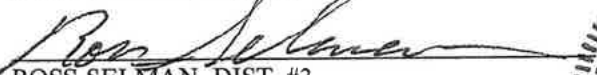
THIS LEASE SHALL BE GOVERNED IN ALL RESPECTS BY THE LAWS OF THE STATE OF OKLAHOMA. IN THE EVENT ANY LITIGATION SHALL OCCUR CONCERNING THE TERMS AND CONDITIONS OF THIS LEASE OR RIGHTS AND DUTIES OF THE PARTIES, THE PARTIES AGREE THAT ANY SUCH SUIT SHALL BE MAINTAINED IN THE DISTRICT COURT AND FOR ROGERS, STATE OF OKLAHOMA.

FOR LESSEE:

BOARD OF COUNTY COMMISSIONERS OF PITTSBURG COUNTY

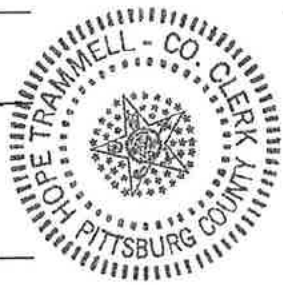

CHARLIE W. ROGERS, DIST. #1


KEVIN SMITH, DIST. #2


ROSS SELMAN, DIST. #3

ATTEST:


HOPE TRAMMELL, COUNTY CLERK



FOR LESSOR:

RCB BANK

BRYANT VAIL, VICE PRESIDENT

EXHIBIT A TO LEASE PURCHASE AGREEMENT FOR EQUIPMENT
Dated February 27, 2023 between RCB BANK as Lessor
and Board of County Commissioners of Pittsburg County as Lessee

OPINION OF COUNSEL
(On Counsel's Letterhead)

RCB Bank
PO Box 278
Vinita, OK 74301

As counsel for the **Board of County Commissioners of Pittsburg County** ("Lessee"), I have examined duly executed originals of the Equipment Lease-Purchase Agreement (the "Agreement") dated **February 27, 2023** by and between Lessee and RCB BANK ("Lessor"), the proceedings taken by Lessee to authorize and execute the Agreement together with other related documents, and the Constitution of the State of Oklahoma the ("State") as presently enacted and construed. Based upon said examination and upon such other examination as I have deemed necessary or appropriate, it is my opinion that:

Lessee was duly organized and is valid existing under the Constitution and laws of the State as a political subdivision of the State.

The Agreement has been duly authorized, executed and delivered by Lessee, pursuant to Constitutional, statutory and/or home rule provisions which authorized this transaction and Lessee's Resolution, attached as Exhibit C to the Agreement.

The Agreement is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms. In the event Lessor obtains a judgment against Lessee in money damages, as a result of an event of default under the Agreement, Lessee will be obligated to pay such judgment.

Lessee has complied with applicable public bidding requirements.

To the best of our knowledge, no litigation is pending or threatened in any court or other tribunal, state or Federal, in any way affecting the validity of the Agreement.

The signatures of the officers of Lessee which appear on the Agreement are true and genuine; we know said officers and know them to hold the offices set forth below their names.

Lessee is a political subdivision within the meaning of Section 103 of the Internal Revenue Code and the related regulations and rulings.

The Lessee has, in its Resolution, designated the Agreement as a "qualified tax-exempt obligation" under Section 265 (b)(3) of the Internal Revenue Code of 1986, as amended.

Signature: _____
Printed Name: _____
Address: _____
Telephone: _____
Date: _____

EXHIBIT B TO LEASE PURCHASE AGREEMENT FOR EQUIPMENT
Dated February 27, 2023 Between RCB BANK
as Lessor and Board of County Commissioners of Pittsburg County as Lessee.

CERTIFICATE OF CLERK OR SECRETARY OF LESSEE

I, the undersigned, do hereby certify that I am the duly elected or appointed and acting **County Clerk** of the **Pittsburg County** and I do hereby certify (i) that the officer of Lessee who executed the foregoing Agreement on behalf of Lessee and whose genuine signature appears thereon, is the duly qualified and acting officer of Lessee as stated beneath his or her signature and has been authorized to execute the foregoing Agreement on behalf of Lessee, and (ii) that the budget year of Lessee is from

July 1 to June 30

Dated: February 27, 2023

Pittsburg County

By: *Hope Trammell*
Hope Trammell, County Clerk

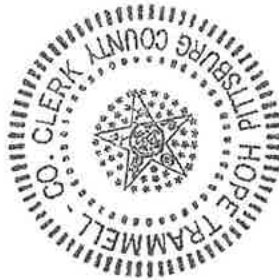


EXHIBIT C TO LEASE PURCHASE AGREEMENT FOR EQUIPMENT
Dated February 27, 2023 Between RCB BANK as Lessor
and Board of County Commissioners of Pittsburg County as Lessee.

RESOLUTION OF GOVERNING BODY

At a duly called meeting of the governing body of the **Board of County Commissioners of Pittsburg County** (the "Lessee") held on **February 6, 2023** the following resolution was introduced and adopted:

RESOLVED, whereas the governing body of Lessee has determined that a true and very real need exists for the acquisition of '18 **Caterpillar 12M3 Motor Grader SN#N9F00886** *equipment listed includes all attachments, accessions, and additions now and hereafter acquired (the "Equipment"), Lessee desires to finance the Equipment by entering into an Equipment Lease-Purchase Agreement with RCB BANK as Lessor **City of Vinita** as Lessee (the "Agreement") according to the terms set forth in the Bid Proposal from **Pittsburg County** Dated **February 6, 2023**, presented at the board meeting; and the Equipment will be used by Lessee for the purpose of:

Road Maintenance

RESOLVED, whereas the governing body of Lessee has taken the necessary steps, including any legal bidding requirements, under applicable law to arrange for the acquisition of such equipment,

RESOLVED, whereas the governing body hereby directs its legal counsel to review the Agreement and negotiate appropriate modifications to said Agreement so as to assure compliance with state law and local statutory law, prior to execution of the Agreement by those persons so authorized by the governing body for such purpose,

BE IT RESOLVED, by the governing body of Lessee that:

The terms of said Agreement are in the best interests of Lessee for the acquisition of such Equipment and the governing body of Lessee designates and confirms the following persons to execute and deliver, and to or attest, respectively, the Agreement and any related documents necessary to the consummation of the transactions contemplated by the Agreement.

Name and Title of Persons to Execute and Attest Agreement:

Kevin Smith, Commissioner Dist. #2

Hope Trammell, County Clerk

RESOLVED, Lessee covenants that it will perform all acts within its power which are or may be necessary to insure that the interest portion of the Rental Payments coming due under the Agreement will at all times remain exempt from federal income taxation under the laws and regulations of the United States of America as presently enacted and construed or as hereafter amended.

Lessee hereby certifies that it has not issued or effected the issuance of, and reasonably anticipates that it and its subordinate entities shall not issue or effect the issuance of, more than ten million dollars (\$10,000,000.00) of tax-exempt obligations during the 2022 calendar year and hereby designates the Agreement as a "qualified tax-exempt obligation", as defined by Section 265 (b)(3) of the Internal Revenue Code of 1986, as amended.

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the above and foregoing Agreement is the same as presented at said meeting of the governing body of Lessee.

Secretary/Clerk of Lessee

Attachments: Related Board Minutes

EXHIBIT D TO LEASE PURCHASE AGREEMENT FOR EQUIPMENT
Dated February 27, 2023 Between RCB BANK as
Lessor and Board of County Commissioners of Pittsburg County as Lessee.

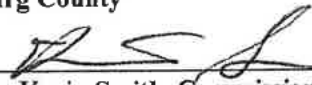
CERTIFICATE OF BANK ELIGIBILITY

This Certificate of Bank Eligibility is entered into and executed by the **Board of County Commissioners of Pittsburg County**, as Lessee, supplementing and adding to the Equipment Lease-Purchase Agreement (the "Agreement").

Lessee hereby certifies that it has not issued or effected the issuance of, and reasonably anticipates that it and its subordinate entities shall not issue or effect the issuance of, more than ten million dollars (\$10,000,000.00) of tax-exempt obligations during the **2023** calendar year and hereby designates the Agreement as a "qualified tax-exempt obligation", as defined by Section 265 (b)(3) of the Internal Revenue Code of 1986, as amended.

Pittsburg County

By: _____


Kevin Smith, Commissioner Dist. #2

ATTEST: _____



Hope Trammell, County Clerk



EXHIBIT E TO EQUIPMENT LEASE-PURCHASE AGREEMENT
Dated February 27, 2023 between RCB BANK as Lessor
and Board of County Commissioners of Pittsburg County as Lessee

ACCEPTANCE CERTIFICATE

RCB Bank
PO Box 278
Vinita, OK 74301

Re: Equipment Lease-Purchase Agreement, dated February 27, 2023 (the "Agreement") between RCB BANK ("Lessor") and Board of County Commissioners of Pittsburg County ("Lessee")

Ladies and Gentlemen:

In accordance with the Agreement, the undersigned Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

- (1) All of the Equipment (as defined in the Agreement) has been delivered, installed and accepted on the date hereof.
- (2) Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- (3) Lessee is currently maintaining the required insurance coverage.
- (4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute as Event of Default (as defined in the Agreement) exists at the date hereof.

Acceptance Date: 2/27/2023

Equipment Description: '18 Caterpillar 12M3 Motor Grader SN#N9F00886 *equipment listed includes all attachments, accessions, and additions now and hereafter acquired.

Pittsburg County
By: [Signature]
Kevin Smith, Commissioner Dist. #2

ATTEST: [Signature]
Hope Trammell, County Clerk



EXHIBIT F TO EQUIPMENT LEASE-PURCHASE AGREEMENT
Dated February 27, 2023 between RCB BANK as Lessor
and the Board of County Commissioners of Pittsburg County as Lessee

STATEMENT OF ESSENTIAL USE

Please state below, or on the letterhead stationary of Pittsburg County counsel, a brief statement about why the equipment listed in Exhibit "A" has been acquired. This statement should address the following questions:

1. What is the essential function(s) to be performed by the equipment? How long do you expect it will be used?
2. Does it replace equipment that performed this (these) same function(s)? If so, how many years was the previous equipment in use?
3. Was this equipment chosen through competitive bidding, or by another method?
4. Which internal fund will be used to make the lease payments?

In answer to the above, the following is submitted:

Pittsburg County

By: _____

Kevin Smith, Commissioner Dist. #2

ATTEST: _____

Hope Trammell, County Clerk



**EXHIBIT "H" TO EQUIPMENT 120b LEASE-PURCHASE AGREEMENT
ACKNOWLEDGEMENT OF 8038-G OR 8038-GC**

**RCB BANK
PO Box 278
Vinita, OK 74301**

For the Lessee:

Re: Equipment Lease-Purchase Agreement, dated **February 27, 2023** (Agreement") between RCB BANK ("Lessor") and **Board of County Commissioners of Pittsburg County** ("Lessee")

Ladies and Gentleman:

In accordance with the Agreement, the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

- (1) The 8038-G or 8038-GC has been completed by Lessee and provided to Lessor for processing to the Internal Revenue Service

Acceptance Date: February 27, 2023

By: Hope Trammell
Hope Trammell, County Clerk

For the Lessor:

In accordance with Agreement, the undersigned Lessor hereby certifies and represents to, and agrees with Lessee as follows:

- (1) The 8038-G or 8038-GC has been received and sent for processing on _____ to the Internal Revenue Service per UPS Tracking # _____.

Date: _____

By: _____

Board of County Commissioners of Pittsburg County

Nominal Annual Rate: 4.170%

Equip Cost \$153,159.34 + Doc Fee \$275 = Total \$153,434.34

Amortization Schedule

	Date	Payment	Interest	Principal
Loan	02/27/2023			
1	03/27/2023	2,841.34	497.64	2,343.70
2	04/27/2023	2,841.34	542.54	2,298.80
3	05/27/2023	2,841.34	517.05	2,324.29
4	06/27/2023	2,841.34	525.94	2,315.40
5	07/27/2023	2,841.34	500.93	2,340.41
6	08/27/2023	2,841.34	509.22	2,332.12
7	09/27/2023	2,841.34	500.85	2,340.49
8	10/27/2023	2,841.34	476.56	2,364.78
9	11/27/2023	2,841.34	483.95	2,357.39
10	12/27/2023	2,841.34	460.15	2,381.19
2023 Totals		28,413.40	5,014.83	23,398.57
11	01/27/2024	2,841.34	466.94	2,374.40
12	02/27/2024	2,841.34	458.41	2,382.93
13	03/27/2024	2,841.34	420.83	2,420.51
14	04/27/2024	2,841.34	441.16	2,400.18
15	05/27/2024	2,841.34	418.59	2,422.75
16	06/27/2024	2,841.34	423.84	2,417.50
17	07/27/2024	2,841.34	401.77	2,439.57
18	08/27/2024	2,841.34	406.40	2,434.94
19	09/27/2024	2,841.34	397.66	2,443.68
20	10/27/2024	2,841.34	376.34	2,465.00
21	11/27/2024	2,841.34	380.03	2,461.31
22	12/27/2024	2,841.34	359.22	2,482.12
2024 Totals		34,096.08	4,951.19	29,144.89
23	01/27/2025	2,841.34	362.28	2,479.06
24	02/27/2025	2,841.34	353.38	2,487.96
25	03/27/2025	2,841.34	311.11	2,530.23
26	04/27/2025	2,841.34	335.36	2,505.98
27	05/27/2025	2,841.34	315.83	2,525.51
28	06/27/2025	2,841.34	317.29	2,524.05
29	07/27/2025	2,841.34	298.29	2,543.05
30	08/27/2025	2,841.34	299.10	2,542.24
31	09/27/2025	2,841.34	289.97	2,551.37
32	10/27/2025	2,841.34	271.75	2,569.59
33	11/27/2025	2,841.34	271.58	2,569.76
34	12/27/2025	2,841.34	253.89	2,587.45
2025 Totals		34,096.08	3,679.83	30,416.25
35	01/27/2026	2,841.34	253.06	2,588.28
36	02/27/2026	2,841.34	243.77	2,597.57
37	03/27/2026	2,841.34	211.75	2,629.59
38	04/27/2026	2,841.34	225.00	2,616.34
39	05/27/2026	2,841.34	208.65	2,632.69

40	06/27/2026	2,841.34	206.15	2,635.19
41	07/27/2026	2,841.34	190.34	2,651.00
42	08/27/2026	2,841.34	187.17	2,654.17
43	09/27/2026	2,841.34	177.64	2,663.70
44	10/27/2026	2,841.34	162.65	2,678.69
45	11/27/2026	2,841.34	158.45	2,682.89
46	12/27/2026	2,841.34	144.02	2,697.32
2026 Totals		34,096.08	2,368.65	31,727.43
47	01/27/2027	2,841.34	139.13	2,702.21
48	02/27/2027	2,841.34	129.43	2,711.91
49	03/27/2027	2,841.34	108.11	2,733.23
50	04/27/2027	2,841.34	109.88	2,731.46
51	05/27/2027	2,841.34	96.84	2,744.50
52	06/27/2027	2,841.34	90.22	2,751.12
53	07/27/2027	2,841.34	77.75	2,763.59
54	08/27/2027	2,841.34	70.41	2,770.93
55	09/27/2027	2,841.34	60.46	2,780.88
56	10/27/2027	2,841.34	48.85	2,792.49
57	11/27/2027	2,841.34	40.45	2,800.89
58	12/27/2027	2,841.34	29.41	2,811.93
2027 Totals		34,096.08	1,000.94	33,095.14
59	01/27/2028	2,841.34	20.30	2,821.04
60	02/27/2028	2,841.34	10.32	2,831.02
2028 Totals		5,682.68	30.62	5,652.06
Grand Totals		170,480.40	17,046.06	153,434.34

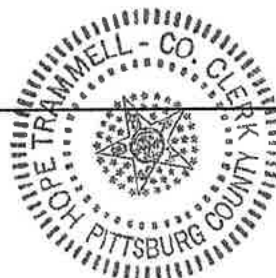
Last interest amount increased by 0.15 due to rounding.

FINANCE CHARGE	Amount Financed	Total of Payments
The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
\$17,046.06	\$153,434.34	\$170,480.40



Kevin Smith, Commissioner Dist. #2


 Hope Trammell, County Clerk



Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Board of County Commissioners of Pittsburg County

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

Governmental

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Print or type. See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					

or

Employer identification number									
7	3	-	6	0	0	6	4	0	7

Part II Certification

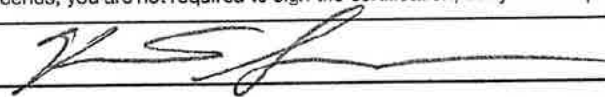
Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶



Date ▶ 2/27/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(E))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority

If Amended Return, check here

1 Issuer's name Board of County Commissioners of Pittsburg County		2 Issuer's employer-identification number (EIN) 73-6006407
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 115 E Carl Albert Pkwy STE 100	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code McAlester OK 74501		7 Date of issue 2-27-23
8 Name of issue Lease/Purchase		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Hope Trammell, County Clerk		10b Telephone number of officer or other employee shown on 10a 918-423-6865

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11	Education			
12	Health and hospital			
13	Transportation			
14	Public safety			
15	Environment (including sewage bonds)			
16	Housing			
17	Utilities	153,434	34	
18	Other. Describe ► Lease/Purchase			00
19	If obligations are TANs or RANs, check only box 19a			<input type="checkbox"/>
	If obligations are BANs, check only box 19b			<input type="checkbox"/>
20	If obligations are in the form of a lease or installment sale, check box			<input checked="" type="checkbox"/>

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	2-27-28	\$ 153434.34	\$	5 years	4.17 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest			
23	Issue price of entire issue (enter amount from line 21, column (b))			
24	Proceeds used for bond issuance costs (including underwriters' discount)			
25	Proceeds used for credit enhancement			
26	Proceeds allocated to reasonably required reserve or replacement fund			
27	Proceeds used to currently refund prior issues			
28	Proceeds used to advance refund prior issues			
29	Total (add lines 24 through 28)			
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			

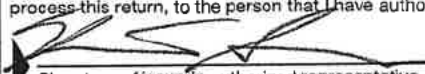
Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the bonds to be currently refunded	_____ years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded	_____ years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	_____
34	Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	_____

For Paperwork Reduction Act Notice, see separate instructions.

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a	
b	Enter the final maturity date of the GIC ▶ _____		
c	Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool obligation ▶ _____		
c	Enter the EIN of the issuer of the master pool obligation ▶ _____		
d	Enter the name of the issuer of the master pool obligation ▶ _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box		<input checked="" type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box		<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ▶ _____		
c	Type of hedge ▶ _____		
d	Term of hedge ▶ _____		
42	If the issuer has superintegrated the hedge, check box		<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box		<input type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box		<input type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
b	Enter the date the official intent was adopted ▶ _____		

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	 Signature of issuer's authorized representative	Date 2/21/23	Kevin Smith, Commissioner Dist. #1 Type or print name and title	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed PTIN
	Firm's name ▶			Firm's EIN ▶
	Firm's address ▶			Phone no.

APPLICATION AND CERTIFICATION FOR PAYMENT (SUMMARY SHEET)

921327004

Invoice: 313371171

To: PITTSBURG COUNTY SHERIFFS OFFICE

CONTRACT NAME: PITTSBURG COUNTY JAIL

APPLICATION NO: 14

APPLICATION DATE: 16-FEB-2023

PERIOD TO: 28-FEB-2023

Signed Proposal

From: Trane
305 HUDIBURG CIRCLE
OKLAHOMA CITY, OK 73108

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

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

APPLICATION FOR PAYMENT

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

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

1 ORIGINAL CONTRACT SUM: \$280,629.00

2 NET CHANGE BY CHANGE ORDERS: \$0.00

3 CONTRACT SUM TO DATE (Line 1 +/- 2) \$280,629.00

4 TOTAL COMPLETED & STORED TO DATE: \$280,629.00
(Column G on Detail Sheet)

5 RETAINAGE: \$0.00

a. 0.00% of Completed Work: \$0.00
(Columns D + E on Detail Sheet)

b. 0.00% of Stored Material: \$0.00
(Column F on Detail Sheet)

Total Retainage: \$0.00
(Line 5a+5b or Total in Column I of Detail Sheet)

6 TOTAL EARNED LESS RETAINAGE: \$280,629.00
(Line 4 less Line 5 Total)

LESS PREVIOUS CERTIFICATES FOR PAYMENT:

7 (Line 6 from prior Certificate) \$276,595.00

8 CURRENT PAYMENT DUE: \$4,034.00
(Before Applicable Sales Taxes)

9 BALANCE TO FINISH, INCLUDING RETAINAGE: \$0.00
(Line 3 less line 6)

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

COMPANY: Trane

BY: _____ Date: _____

State of: _____
County of: _____

Subscribed and sworn to before

Me this _____ day of _____

My Commission expires: _____

CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$4,034.00

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

CERTIFIER: _____ Date: _____
BY: _____

ACCEPTANCE: _____ Date: 2/27/2023
BY: _____

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

DETAIL SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT,
Containing Certification Is attached

APPLICATION NO: 14
APPLICATION DATE: 16-FEB-2023
PERIOD TO: 28-FEB-2023

CUST PO NO:
CONTRACT DATE:
CONTRACT NO:

Signed Proposal
27-DEC-2021
CID00097752

Invoice: 313371171

A	B	C	D		E	F	G	H	I
			WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1	HVAC	141,000.00	141,000.00	0.00	0.00	141,000.00	100.00%	0.00	0.00
2	Engineering a Submittals	7,955.00	7,955.00	0.00	0.00	7,955.00	100.00%	0.00	0.00
3	Controls Installation Labor	79,024.00	74,990.00	4,034.00	0.00	79,024.00	100.00%	0.00	0.00
4	Controls Material	52,650.00	52,650.00	0.00	0.00	52,650.00	100.00%	0.00	0.00
	TOTAL	280,629.00	276,595.00	4,034.00	0.00	280,629.00	100.00%	0.00	0.00

RESOLUTION
23-222

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, February 27, 2023.

WHEREAS, the Board of County Commissioners, Pittsburg County, wishes to add the following Addendum Number 1 to Bid Number 19, On-Premise VOIP PBX System:

OPTION 5 - YEASTAR P560 VOIP PBX Telephone System or Equivalent for the Pittsburg County Criminal Justice Center, bid specifications provided in Exhibit A to this resolution

WHEREAS, should you wish to bid on Option 5, bid should be included in the original bid number 19.

WHEREAS, the file date and bid opening date in the original bid will remain the same and bids shall be turned into the Pittsburg County Clerk by 4:00 p.m. on Friday, March 17, 2023. Bids submitted 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, Pittsburg County Courthouse, 115 E. Carl Albert Pkwy, Room 100b, McAlester, OK 74501.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby include Addendum Number 1 to Bid Number 19, On-Premise VOIP PBX System.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN



VICE-CHAIRMAN



MEMBER



COUNTY CLERK



SPECIFICATIONS TO
ADDENDUM NUMBER 1

Yeastar P560, or equivalent, VOIP PBX Telephone System with Auto Attendant, Voice Mail and Caller ID

Support up to 100 digital users (telephone sets)

Support a minimum of 8 analog extensions.

Connect with 1 PRI circuit to interface with the existing Fusion telephone service.

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

Allow continued use of the existing fax machines.

Provide call recording capabilities (500 minutes included).

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

Shall include 37 – Yealink T-48U telephones or equivalent

Awarded 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 Sheriff's Department offices.

Awarded vendor shall perform the installation of the PBX and station equipment using on-site certified technicians and shall provide all necessary materials including patch cables.

Awarded vendor shall provide training for all users.

Awarded vendor shall configure and program all devices.

BID FORM

Please complete this form with bidding information.

BID NO. 19, On-Premise VOIP PBX System for the Pittsburg County Courthouse

On-Premise VOIP PBX System	\$ _____
Option 1 – Pittsburg County Animal Shelter	\$ _____
Option 2 – Pittsburg County OSU Extension Center	\$ _____
Option 3 – Redundant PBX KSU (Control unit)	\$ _____
Option 4 – Yealink WH63 or equivalent Bluetooth Headsets (ea.)	\$ _____
Option 5 – Yeastar P560, or equivalent, VOIP PBX Telephone system for the Pittsburg County Criminal Justice Center	\$ _____

RESOLUTION

NO. 23- 223

The Board of County Commissioners, Pittsburg County, Met in regular session on Monday, February 27, 2023.

WHEREAS, the Pittsburg County has received a donation from the Pittsburg County Junior Livestock Show in the amount of \$10,579.00 for panels and gates.

WHEREAS, the Board of County Commissioners hereby accepts the donation on behalf of the Pittsburg County, to be deposited into the Choctaw Nation Donation account 1235-1-2000-2205 as the panels and gates were purchased from this account.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby accept the donation, to be deposited into the Choctaw Nation Donation account.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:


CHAIRMAN


VICE-CHAIRMAN


MEMBER


COUNTY CLERK



SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM.

PITTSBURG COUNTY JUNIOR LIVESTOCK SHOW

BANCFIRST
MCALISTER, OK 74502-1107

1374
39-383/1030
CHECK AMOUNT

2-17-2023

PAY TO THE ORDER OF Pittsburg County

Ten Thousand Five Hundred Seventy-nine

00/100

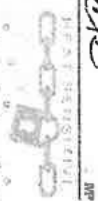
\$ 10,579.00

DOLLARS

MEMO Reimbursement for panels.



Paul Kendrick
AUTHORIZED SIGNATURE



COUNTY DEED
PROPERTY ACQUIRED AT RE-SALE

KNOW ALL MEN BY THESE PRESENTS, THAT

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

Whereas, **WES HINDES** did on the **26** day **JANUARY 2023**, make to the County Treasurer of said County an offer to purchase from the County the tract, parcel or lot of land hereinafter described; and

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

Whereas, the County Treasurer, at her office in the Court House in Pittsburg County, Oklahoma on the **21** day of **FEBRUARY 2023**, The same being the date stated in the foregoing notice, did announce that the hereinafter tract, lot or parcel of land was about to be sold and would be sold to the highest competitive bidder, and thereafter, upon due consideration of the original bid offered and advertised and all other bids offered on the day of above mentioned, ascertained officially that

WES HINDES
266 BLANCO ROAD
MCALLESTER, OK 74501

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

Thereafter, the Board of County Commissioners of the aforesaid County and State, being in legal meeting at the Court House in said Pittsburg County, Oklahoma, on the **21** day **FEBRUARY 2023**, and having before it the transcript of proceedings of the County Treasurer in the sale of the hereinafter described tract, parcel, or lot of land as aforesaid, upon due consideration found said proceedings to be according to law, that said had in fact made the highest competitive bid therefor and had made full tender in cash in hand for the amount bid and in addition the separate and additional charges accrued by reason of costs of said sale, that said sale should be approved; and then did, by order, duly made and entered on its records, approve said sale and directed its Chairman to execute a deed for the same to the grantee, herein.

Now, **THEREFORE**, this indenture, made this **21** day of **FEBRUARY 2023** between Pittsburg County, State of Oklahoma, by **CHARLIE ROGERS**, the Chairman of the Board of County Commissioners of said County, of the First Part, and the said **WES HINDES** of the Second Part.

WITNESSETH, That the said Party of the First Part for and in consideration of the premises, and the sum of **\$5200.00**

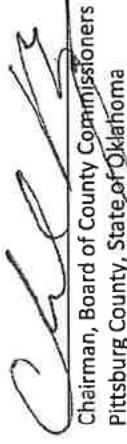
Dollars in hand paid, the receipt whereof is hereby acknowledged hath granted, bargained, and sold, and by these presents doth grant, bargain, sell and convey to the said Party of the Second Part, his heirs and assigns forever, the tract, parcel or lot of land mentioned in said notice of sale and described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

E 50' LOT 6 BLK 235 SO MCALLESTER-\$200.00
LOTS 1 & 2 BLK 149 NO MCALLESTER-\$3000.00
LOT 7 BLK 235 SO MCALLESTER-\$500.00
E/2 LOT 4 BLK 234 SO MCALLESTER-\$500.00
W 65' LOT 2 (AS MEASURED ALG N LN OF LOT) BLK 231 SO MCALLESTER-\$500.00
W 55' LOT 3 & E 15' LOT 4 BLK 306 SO MCALLESTER-\$500.00

In the County of Pittsburg, State of Oklahoma.

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

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


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

STATE OF OKLAHOMA
County of Pittsburg

ACKNOWLEDGMENT

Before me, Hope Trammell, the County Clerk in and for said County and State, on this the 21st day of February, 2023 personally appeared **CHARLIE ROGERS** known to be the duly qualified acting Chairman of the Board of County Commissioners of Pittsburg County, State of Oklahoma, and the identical person who executed the above and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed as such Chairman of said Board and as the free and voluntary act and deed of Pittsburg County, State of Oklahoma, for the uses and purposes therein set forth.

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




County Clerk Pittsburg County, State of Oklahoma

JENNIFER LENOX-HACKLER, County Treasurer

DEPUTIES

DEPUTIES

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

CINDY COOK
SUSAN PATTERSON
TAMMY ROBERTS
BLANCA GARNER

CASSANDRA MATHIS
SUMMER ROGERS
MORGAN CREEKMORE

2-21-23

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY
MCALESTER, OK 74501

23-224

RESOLUTION FOR COUNTY COMMISSIONERS SALE

THE COUNTY ACQUIRED: SEE EXHIBIT "A" BELOW, THROUGH A RESALE PROPERTY DEED. THIS LETTER IS A REQUEST TO DECLARE THIS PROPERTY SURPLUS PROPERTY, AND APPROVE THE COMMISSIONERS SALE HELD FEBRUARY 21, 2023. THIS PROPERTY WAS BID ON AT THE SALE HELD FEBRUARY 21, 2023. THE SALE WAS ADVERTISED IN THE NEWSPAPER THE REQUIRED LENGTH OF TIME AND SOLD TO THE HIGHEST BIDDER. ATTACHED YOU WILL FIND A TRANSCRIPT OF THE PROCEEDINGS OF THE SALE.

EXHIBIT "A"

E 50' LOT 6 BLK 235 SO MCALESTER
LOTS 1 & 2 BLK 149 NO MCALESTER
LOT 7 BLK 235 SO MCALESTER
E/2 LOT 4 BLK 234 SO MCALESTER
W 65' LOT 2 (AS MEASURED ALG N LN OF LOT) BLK 231 SO MCALESTER
W 55' LOT 3 & E 15' LOT 4 BLK 306 SO MCALESTER

THANK YOU.


JENNIFER LENOX-HACKLER
COUNTY TREASURER

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

ATTEST:




CHAIRMAN


MEMBER


COUNTY CLERK

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

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

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

- E 50' LOT 6 BLK 235 SO MCALESTER- \$200.00**
- LOTS 1 & 2 BLK 149 NO MCALESTER-\$3000.00**
- LOT 7 BLK 235 SO MCALESTER-\$500.00**
- E/2 LOT 4 BLK 234 SO MCALESTER-\$500.00**
- W 65' LOT 2 (AS MEASURED ALG N LN OF LOT) BLK 231 SO MCALESTER-\$500.00**
- W 55' LOT 3 & E 15' LOT 4 BLK 306 SO MCALESTER-\$500.00**

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

- On **JANUARY 2, 2023** an offer was made by **WES HINDES** to purchase the above described property from the County for the sum of **\$5200.00**
- On receipt of said bid, I caused notice to be given by publication in the **McAlester News Capital Newspaper, published at McAlester, Ok,** within said County and State, which notice was published once a week for three consecutive weeks preceding the sale, as follows:
 - 1. 2/2/23**
 - 2. 2/9/23**
 - 3. 2/15/23**

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

- 3. On the **21 day of FEBRUARY 2023**, the same being the date specified in said notice, I announced that the foregoing described property was about to be sold and would be sold to the highest competitive bidder for cash in hand or to the original bidder if there be no higher price offered, whereupon, including the bid and bidder named in the published notice, the following bids were submitted:
 - (a) By #1 **WES HINDES** for the sum of \$ **5200.00**
 - (b) By # _____ for the sum of \$ _____
 - (c) By # _____ for the sum of \$ _____
 - (d) By # _____ for the sum of \$ _____
 - (e) By # _____ for the sum of \$ _____
- 4. No further bids being offered, it was ascertained that:
 - (a) #1 **WES HINDES** had offered the highest competitive bid.
 - (b) that the highest competitive bid was in the sum of \$ **5200.00**
 - (c) that the additional and separate charge for apportioned cost was \$ **5318.68**
 - (d) that the total to be paid, including deed, was the sum of \$ **5336.68**
- 5. Receipt is hereby acknowledged from the sum of \$ **5336.68** **FIVE THOUSAND THREE HUNDRED THIRTY SIX AND 68/100** the same being tender in full of the foregoing total bid and apportioned costs, and the same has been deposited in the County Treasurer's Depository Account pending approval of sale and issuance of deed.
- 6. Sale of the foregoing described property was declared made to **WES HINDES** the foregoing highest bidder subject to approval of the Board of County Commissioners, at its discretion.

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

Signed at McAlester, Oklahoma, this **21** day of **FEBRUARY 2023**



Jennifer Lenox-Hackler
County Treasurer

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

WHEREAS, the County Treasurer has presented to this Board the foregoing transcript of all his proceedings in said sale, with all papers and proofs relating to said sale, for the approval of this Board of County Commissioners, and

This Board of County Commissioners being convened in the office of the County Clerk of said County and State on the date hereinafter set forth,

WE HAVE CAREFULLY EXAMINED said transcript and proceedings, and find:

1. That _____

NO **23.224**
Report and Approval

of Sale
of
COUNTY PROPERTY
ACQUIRED AT RESALE

SOLD TO
Wes HindeS

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

WES HINDES
in as full and complete a manner as the County is authorized to convey it; and the County Treasurer is ordered and directed upon the execution of said Deed to pay into the proper funds and accounts the monies heretofore received by him in consideration thereof
Done at **McAlester**, Oklahoma, this **21** day of **Feb. 2023**

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

Bob By Chairman
Bob By Member
Bob By Member

Bob By County Clerk

Filed in the Office of County Clerk for record
this _____ day of _____ A.D., 20____
recorded in Book _____ Page _____

STATE OF OKLAHOMA
County of Pittsburg

County Clerk



(SEA)
ATTEST

JENNIFER LENOX-HACKLER, County Treasurer

DEPUTIES

PITTSBURG COUNTY

DEPUTIES

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

CINDY COOK
TAMMY ROBERTS

SUMMER ROGERS
MORGAN CREEKMORE

2-21-23

COMMISSIONERS SALE MINUTES

E 50' LOT 6 BLK 235 SO MCALESTER
LOTS 1 & 2 BLK 149 NO MCALESTER
LOT 7 BLK 235 SO MCALESTER
E/2 LOT 4 BLK 234 SO MCALESTER
W 65' LOT 2 (AS MEASURED ALG N LN OF LOT) BLK 231 SO MCALESTER
W 55' LOT 3 & E 15' LOT 4 BLK 306 SO MCALESTER

THE SALE STARTED AT 9:00 A.M. WITH **WES HINDES** ATTENDING. THE SALE
WAS CLOSED AT 9:05 A.M. WITH THE PROPERTY GOING TO **WES HINDES** AS THE
ONLY BIDDER.

THANK YOU,



JENNIFER LENOX-HACKLER

COUNTY DEED
PROPERTY ACQUIRED AT RE-SALE

KNOW ALL MEN BY THESE PRESENTS, THAT

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

Whereas, **MELINDA PLACKE** did on the **26** day **JANUARY 2023**, make to the County Treasurer of said County an offer to purchase from the County the tract, parcel or lot of land hereinafter described; and

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

Whereas, the County Treasurer, at her office in the Court House in Pittsburg County, Oklahoma on the **21** day of **FEBRUARY 2023**, The same being the date stated in the foregoing notice, did announce that the hereinafter tract, lot or parcel of land was about to be sold and would be sold to the highest competitive bidder, and thereafter, upon due consideration of the original bid offered and advertised and all other bids offered on the day of above mentioned, ascertained officially that

MELINDA PLACKE
266 BLANCO ROAD
MCALLESTER, OK 74501

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

Thereafter, the Board of County Commissioners of the aforesaid County and State, being in legal meeting at the Court House in said Pittsburg County, Oklahoma, on the **21** day **FEBRUARY 2023**, and having before it the transcript of proceedings of the County Treasurer in the sale of the hereinafter described tract, parcel, or lot of land as aforesaid, upon due consideration found said proceedings to be according to law, that said had in fact made the highest competitive bid therefor and had made full tender in cash in hand for the amount bid and in addition the separate and additional charges accrued by reason of costs of said sale, that said sale should be approved; and then did, by order, duly made and entered on its records, approve said sale and directed its Chairman to execute a deed for the same to the grantee, herein.

Now, THEREFORE, this indenture, made this **21** day of **FEBRUARY 2023** between Pittsburg County, State of Oklahoma, by **CHARLIE ROGERS**, the Chairman of the Board of County Commissioners of said County, of the First Part, and the said **MELINDA PLACKE** of the Second Part.

WITNESSETH, That the said Party of the First Part for and in consideration of the premises, and the sum of **\$1300.00**

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

LOT 2 BLK 534 SO MCALLESTER-\$500.00
LOT 4 BLK 184 SO MCALLESTER-\$500.00
N 50' OF ORIGINAL LOT 8 BLK 494 SO MCALLESTER & W 10' OF VAC ALLEY LYG ADJ THERETO (SE CORNER 9TH & KIOWA)-\$300.00

In the County of Pittsburg, State of Oklahoma.

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

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



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

ACKNOWLEDGMENT

STATE OF OKLAHOMA
County of Pittsburg

Before me, Hope Trammell, the County Clerk in and for said County and State, on this the 27th day of February **2023**, personally appeared **CHARLIE ROGERS** known to be the duly qualified acting Chairman of the Board of County Commissioners of Pittsburg County, State of Oklahoma, and the identical person who executed the above and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed as such Chairman of said Board and as the free and voluntary act and deed of Pittsburg County, State of Oklahoma, for the uses and purposes therein set forth.



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



County Clerk Pittsburg County, State of Oklahoma

JENNIFER LENOX-HACKLER, County Treasurer

DEPUTIES

DEPUTIES

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

CINDY COOK
TAMMY ROBERTS

SUMMER ROGERS
MORGAN CREEKMORE

2-21-23

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY
MCALESTER, OK 74501

23-225

RESOLUTION FOR COUNTY COMMISSIONERS SALE

THE COUNTY ACQUIRED: SEE EXHIBIT "A" BELOW, THROUGH A RESALE PROPERTY DEED. THIS LETTER IS A REQUEST TO DECLARE THIS PROPERTY SURPLUS PROPERTY, AND APPROVE THE COMMISSIONERS SALE HELD FEBRUARY 21, 2023 THIS PROPERTY WAS BID ON AT THE SALE HELD FEBRUARY 21, 2023. THE SALE WAS ADVERTISED IN THE NEWSPAPER THE REQUIRED LENGTH OF TIME AND SOLD TO THE HIGHEST BIDDER. ATTACHED YOU WILL FIND A TRANSCRIPT OF THE PROCEEDINGS OF THE SALE.

EXHIBIT "A"

LOT 2 BLK 534 SO MCALESTER-\$500.00
LOT 4 BLK 184 SO MCALESTER-\$500.00
N 50' OF ORIGINAL LOT 8 BLK 494 SO MCALESTER & W 10' OF VAC ALLEY LYG ADJ THERETO (SE CORNER 9TH & KIOWA)-\$300.00

THANK YOU


JENNIFER LENOX-HACKLER
COUNTY TREASURER

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


CHAIRMAN

ATTEST:


MEMBER




COUNTY CLERK

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

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

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

LOT 2 BLK 534 SO MCALESTER-\$500.00

LOT 4 BLK 184 SO MCALESTER-\$500.00

N 50' OF ORIGINAL LOT 8 BLK 494 SO MCALESTER & W 10' OF VAC ALLEY LYG ADJ THERETO (SE CORNER 9TH & KIOWA)-\$300.00

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

On **JANUARY 26, 2023** an offer was made by **MELINDA PLACKE**
to purchase the above described property from the County for the sum of **\$5200.00**

1. On receipt of said bid, I caused notice to be given by publication in the **McAlester News Capital Newspaper, published at McAlester, OK**, within said County and State, which notice was published once a week for three consecutive weeks preceding the sale, as follows:
 1. **2/2/23**
 2. **2/9/23**
 3. **2/15/23**

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

3. On the **21 day of FEBRUARY 2023**, the same being the date specified in said notice, I announced that the foregoing described property was about to be sold and would be sold to the highest competitive bidder for cash in hand or to the original bidder if there be no higher price offered, whereupon, including the bid and bidder named in the published notice, the following bids were submitted:
 - (a) By #1 **MELINDA PLACKE** for the sum of \$ **1300.00**
 - (b) By # for the sum of \$
 - (c) By # for the sum of \$
 - (d) By # for the sum of \$
 - (e) By # for the sum of \$

4. No further bids being offered, it was ascertained that:
 - (a) #1 **MELINDA PLACKE** had offered the highest competitive bid.
 - (b) that the highest competitive bid was in the sum of \$ **1300.00**
 - (c) that the additional and separate charge for apportioned cost was \$ **1407.93**
 - (d) that the total to be paid, including deed, was the sum of \$ **1425.93**

5. Receipt is hereby acknowledged from the sum of \$ **1425.93**

- ONE **THOUSAND FOUR HUNDRED TWENTY FIVE & 93/100** the same being tender in full of the foregoing total bid and apportioned costs, and the same has been deposited in the County Treasurer's Depository Account pending approval of sale and issuance of deed.

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

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

Signed at McAlester, Oklahoma, this **21** day of **FEBRUARY 2023**



Jennifer Lenox-Hackler
County Treasurer

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

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

1. That _____
- _____
- _____
- _____
- _____

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

Melinda Placke
in as full and complete a manner as the County is authorized to convey it; and the County Treasurer is ordered and directed upon the execution of said Deed to pay into the proper funds and accounts the monies heretofore received by him in consideration thereof.
Done at ~~McAlester~~ Oklahoma, this **27th** day of **Feb** 20 **23**

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

Chapman Chairman
W. H. ... Member
Elapabianmme Member



Elapabianmme
County Clerk

NO **23-205**
Report and Approval

of
Sale
of
COUNTY PROPERTY
ACQUIRED AT RESALE

SOLD TO
Melinda Placke

STATE OF OKLAHOMA
County of Pittsburg

Filed in the Office of County Clerk for record
this _____ day of _____ A.D., 20____
_____ o'clock _____ m., and
recorded in Book _____ Page _____

County Clerk

Deputy

JENNIFER LENOX-HACKLER, County Treasurer

DEPUTIES

PITTSBURG COUNTY

DEPUTIES

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

CINDY COOK
TAMMY ROBERTS

SUMMER ROGERS
MORGAN CREEKMORE

2-21-23

COMMISSIONERS SALE MINUTES

LOT 2 BLK 534 SO MCALESTER-\$500.00
LOT 4 BLK 184 SO MCALESTER-\$500.00

N 50' OF ORIGINAL LOT 8 BLK 494 SO MCALESTER & W 10' OF VAC ALLEY LYG ADJ THERETO (SE CORNER 9TH & KIOWA)-\$300.00

THE SALE STARTED AT 9:05 A.M. WITH **MELINDA PLACKE** ATTENDING. THE SALE WAS CLOSED AT 9:10 A.M. WITH THE PROPERTY GOING TO **MELINDA PLACKE** AS THE ONLY BIDDER.

THANK YOU,



JENNIFER LENOX-HACKLER

RESOLUTION

23-226

To Advertise

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, February 27, 2023.

WHEREAS, the Highway District 1 to advertise for the following:

One (1) 2006 or newer, 6- Wheel Dump Truck .

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.

THEREFORE, each competitive bid submitted to the County must be accompanied with an affidavit for filing with the competitive bid form, as required by Title 19 O.S. § 1501.

Sealed bids will be received and filed with the Pittsburg County Clerk until Friday, March 10, 2023 at 4:00 p.m. All bids received after 4:00 p.m. on Friday, March 10, 2023 WILL NOT BE OPENED. Bids will be opened on March 13, 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:

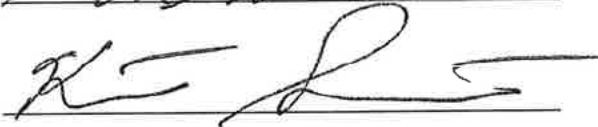
CHAIRMAN



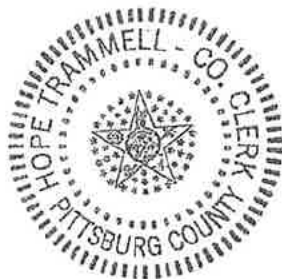
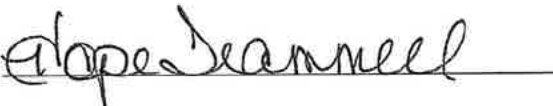
VICE CHAIRMAN



MEMBER



COUNTY CLERK



BID SPECIFICATIONS

One (1) 2006 or newer, 6 Wheel Dump Truck

2006 or newer

6 Wheel Dump Truck

10' Box dump bed

Full pintle hitch with air

Rear tire air monitors

Vendor Quote Sheet

Department	Date	Buyer obtaining quote	Unit	Price	Total
BOC		BOC for Courthouse			
Vendor Representative Phone or email Quote expiration date Delivery date PO number Requisition number	AAA Plumbing 918.318.2042	Repairs on gas lines on roof that were shown to us by the maintenance man. Six oil leaks on gas lines on roof.			
Vendor Representative Phone or email Quote expiration date Delivery date PO number Requisition number	Signature Plumbing	Replace gas piping on roof of Courthouse	leaks only	no quote	30,200.00
Vendor Representative Phone or email Quote expiration date Delivery date PO number Requisition number	AAA Plumbing	Replace gas pipes on roof of Courthouse requested quote 2/13/2023		NO quotes received	

All About U Plumbing
 2019 N. Main St.
 McAlester, OK 74501
 918.318.0042

Job Invoice

SOLD TO		DATE ORDERED	ORDER TAKEN BY
Pittsburg Co. Courthouse		12-27-2022	
E. CARL Albert Pkwy		PHONE NO.	CUSTOMER ORDER #
McAlester, OK		918-470-1560	Michael Billy
		JOB LOCATION	
		JOB PHONE	STARTING DATE
		TERMS	

QTY.	MATERIAL	UNIT	AMOUNT	DESCRIPTION OF WORK
	* BID *			
	Replace All gas lines on roof that was shown to us by the maintenance man.		\$48000 ⁰⁰	
	Fix all leaks on gas lines on roof		\$17500 ⁰⁰	
MISCELLANEOUS CHARGES				
TOTAL MISCELLANEOUS				
		LABOR	HRS.	RATE
				AMOUNT
TOTAL MATERIALS				TOTAL LABOR

WORK ORDERED	TOTAL LABOR
New gas lines	
DATE ORDERED	TOTAL MATERIALS
DATE COMPLETED	TOTAL MISCELLANEOUS
CUSTOMER APPROVAL SIGNATURE	SUBTOTAL
AUTHORIZED SIGNATURE	TAX
	GRAND TOTAL

Hometown Plumbing
1495 E. Adamson Rd.
McAlester, Oklahoma
918-302-8875

Estimate:

Pittsburg County Courthouse-

Replace gas piping on roof.

Pittsburg County Commisioners to pay K-Bar (Terry Kenyon) directly for crane rental, estimated cost \$3,600.00.

Pittsburg County Commisioners to pay Bemac Supply directly for materials, estimated cost \$8,600.00.

All labor to be paid to Hometown Plumbing directly, cost \$18,000.00

Crane rental-----\$3,600.00

Materials-----\$8,600.00

Labor-----\$18,000.00

Total-----\$30,200.00

Thank You, *Doug Baker*
Jeff Staples

**PITTSBURG COUNTY COMMISSIONER
FEBRUARY 27, 2023
MEETING MINUTES**

The Board of County Commissioners, Pittsburg County, met in regular session on February 27, 2023 at 9:00 A.M., Meeting held in the County Commissioners Conference Room, after proper notice and agenda were posted indicating time and date. Agenda was posted at 8:21 A.M., February 24, 2023.

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

2. ROLL CALL: Roll was called.

Charlie Rogers	Present
Ross Selman	Present
Kevin Smith	Present

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

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

4. APPROVE/DISAPPROVE MINUTES FROM:

A. REGULAR MEETING, FEBRUARY 21, 2023: The minutes from the previous meeting, February 21, 2023 regular meeting were read. Selman made a motion to approve the minutes; seconded by Smith.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

B. SPECIAL MEETING, FEBRUARY 15, 2023: The minutes from the previous meeting, February 15, 2023 special meeting were read. Smith made a motion to approve the minutes; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

5. RECOGNITION OF GUESTS/PUBLIC COMMENTS: None.

6. OFFICIALS – DEPARTMENT REPORTS: 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 Smith.

AYE: Charlie Rogers
 Ross Selman
 Kevin Smith

NAY: None.

Motion Passed.

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

AYE: Charlie Rogers
 Ross Selman
 Kevin Smith

NAY: None.

Motion Passed.

C. OFFICIAL'S MONTHLY REPORTS: None.

D. BLANKET PURCHASE ORDERS:

DEPT	PO	AMOUNT	VENDOR
District #2	7675	\$ 300.00	Unifirst 1 st Aid
District #2	7676	\$ 1,500.00	Ricky Putman
District #2	7677	\$ 1,500.00	Kiamichi Automotive
District #2	7678	\$ 300.00	H2O Depot
District #2	7679	\$ 1,000.00	Unifirst
Building Maintenance	7680	\$ 550.00	H2O Depot
District Attorney	7681	\$ 100.00	H2O Depot
Building Maintenance	7682	\$ 400.00	Unifirst
Building Maintenance	7683	\$ 300.00	Unifirst 1 st Aid
Building Maintenance	7684	\$ 1,500.00	Bernac
Building Maintenance	7685	\$ 1,500.00	Locke Supply
Building Maintenance	7686	\$ 1,700.00	Ada Paper
District Attorney	7687	\$ 50.00	OTA Pikepass
Emergency Mgmt	7688	\$ 40.00	OTA Pikepass
Emergency Mgmt	7689	\$ 500.00	Kiamichi Automotive
Ashland Fire Dept	7690	\$ 500.00	Kiamichi Automotive
Blanco Fire Dept	7691	\$ 500.00	Kiamichi Automotive
Tannehill Fire Dept	7692	\$ 500.00	Kiamichi Automotive
Emergency Mgmt	7693	\$ 212.00	Prokill
Ashland Fire Dept	7694	\$ 186.00	Prokill
Fire Fighters Assoc	7695	\$ 216.00	Prokill

**Pittsburg County Commissioners Minutes
February 27, 2023
Page 3**

DEPT	PO	AMOUNT	VENDOR
Pittsburg Fire Dept	7696	\$ 48.00	Prokill
Haileyville Fire Dept	7697	\$ 90.00	Prokill
Canadian Fire Dept	7698	\$ 300.00	Eufaula Auto Parts
Health Dept	7699	\$ 120.00	St. Francis Health
Emergency Mgmt	7700	\$ 300.00	Cintas 1 st Aid
District Attorney	7701	\$ 1,300.00	Comdata
Visual Inspection	7702	\$ 700.00	Comdata
Sheriff	7703	\$10,000.00	Comdata
Jail	7704	\$ 2,500.00	Comdata
Emergency Mgmt	7705	\$ 2,000.00	Comdata
Alderson Fire Dept	7706	\$ 1,000.00	Comdata
Ashland Fire Dept	7707	\$ 1,000.00	Comdata
Bugtussle Fire Dept	7708	\$ 700.00	Comdata
Blanco Fire Dept	7709	\$ 1,000.00	Comdata
Blue Fire Dept	7710	\$ 1,000.00	Comdata
Canadian Fire Dept	7711	\$ 1,000.00	Comdata
Canadian Shores Fire	7712	\$ 1,000.00	Comdata
High Hill Fire	7713	\$ 1,000.00	Comdata
Haileyville Fire	7714	\$ 1,000.00	Comdata
Haywood/Arpelar Fire Dept	7715	\$ 1,000.00	Comdata
Highway 9 Fire	7716	\$ 1,000.00	Comdata
Indianola Fire Dept	7717	\$ 1,000.00	Comdata
Russellville Fire Dept	7718	\$ 1,000.00	Comdata
Sam's Point Fire Dept	7719	\$ 1,000.00	Comdata
Shady Grove Fire	7720	\$ 1,000.00	Comdata
Tannehill Fire Dept	7721	\$ 1,000.00	Comdata
Kiowa Fire Dept	7722	\$ 1,000.00	Comdata

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

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

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

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

8. UNFINISHED BUSINESS:

A. APPROVE/DISAPPROVE LICENSE AGREEMENT FOR TEMPORARY STAGING AREA BETWEEN PITTSBURG COUNTY AND PUBLIC SERVICE COMPANY OF OKLAHOMA: Sandra Crenshaw stated that the agreement is for the expo hall and grounds. Selman made a motion to approve the agreement; seconded by Smith.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

9. AGENDA ITEMS:

A. APPROVE/DISAPPROVE RENEWAL MAINTENANCE CONTRACT PROPOSAL FOR COPIER – ELECTION BOARD: Smith made a motion to approve the maintenance contract; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

B. APPROVE/DISAPPROVE RENEWAL MAINTENANCE CONTRACT PROPOSAL FOR COPIER - BOCC: Smith made a motion to approve the maintenance contract; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

C. APPROVE/DISAPPROVE CONTRACT BETWEEN THE PITTSBURG COUNTY HEALTH DEPARTMENT AND MCALESTER REGIONAL HEALTH CENTER FOR SPUTUM COLLECTIONS: Rogers read the contract. Smith made a motion to approve the contract; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

D. APPROVE/DISAPPROVE LEASE PURCHASE DOCUMENTS FOR ONE (1) 2018 CATERPILLAR 12M3 MOTORGRADER – DISTRICT 2: Smith made a motion to approve the lease documents; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

E. APPROVE/DISAPPROVE PAY APPLICATION NO. 14 TO TRANE US, INC. FOR PROJECT NO. ARPA-21.002. HVAC/WATER HEATER PROJECT AT PITTSBURG COUNTY JAIL: Sandra Crenshaw stated that this is the final payment. Rogers made a motion to approve the pay ap; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

F. RESOLUTION 23-222 ADDENDUM NO. 1 TO BID NO. 19, ON-PREMIE VOIP PBX SYSTEM: Sandra Crenshaw stated the addendum is to include the jail. Rogers made a motion to approve the resolution; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

G. RESOLUTION 23-223 TO ACCEPT DONATION - BOCC: Rogers read the resolution. Selman made a motion to approve the resolution; seconded by Smith.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

H. APPROVE/DISAPPROVE TRANSCRIPT OF PROCEEDINGS, RESOLUTION 23-224 FOR COMMISSIONERS' SALE; APPROVE & SIGN COUNTY DEED ALL FOR VARIOUS PARCELS IN SOUTH MCALESTER - TREASURER: Smith made a motion to approve the sale; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

I. APPROVE/DISAPPROVE TRANSCRIPT OF PROCEEDINGS, RESOLUTION 23-225 FOR COMMISSIONERS' SALE; APPROVE & SIGN COUNTY DEED ALL FOR VARIOUS PARCELS IN SOUTH MCALESTER - TREASURER: Rogers made a motion to approve the sale; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

J. RESOLUTION 23-226 TO ADVERTISE FOR ONE (1) 2006 OR NEWER 6-WHEEL DUMP TRUCK – DISTRICT 1: Rogers made a motion to approve the resolution; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

K. AWARD VENDOR FOR THE REPLACEMENT OF GAS LINES ON THE ROOF OF THE COURTHOUSE, PURSUANT TO THE OKLAHOMA PUBLIC COMPETITIVE BIDDING ACT: The following quotes were received.

VENDOR	DESCRIPTION OF WORK	AMOUNT
All About U Plumbing	Replace all gas lines	\$48,000.00
	Replace all leaking lines	\$17,500.00
Hometown Plumbing	Replace all gas lines	\$30,200.00
	Replace all leaking lines	No quote received
AAA Plumbing	Replace all gas lines	No quote received
Requested 2/13/23	Replace all leaking lines	No quote received

Smith made a motion to award the quote to All About U Plumbing to replace the leaking lines for \$17,500.00; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

L. EXECUTIVE SESSION:

i. TO CONDUCT THE PERSONNEL PERFORMANCE EVALUATION OF EDDIE JONES, ASPHALT PLANT SUPERVISOR, PURSUANT TO OKLAHOMA STATUTES TITLE 25 § 307(B)(1):

ii. TO CONDUCT THE PERSONNEL PERFORMANCE EVALUATION OF LIZZIE STRAIN, COURTHOUSE MAINTNANCE, PURSUANT TO OKLAHOMA STATUTES TITLE 25 § 307(B)(1):

iii. TO CONDUCT THE PERSONNEL PERFORMANCE EVALUATION OF HALEY YOUNG, BOCC COMMISSIONERS' ASSISTANT, PURSUANT TO OKLAHOMA STATUTES TITLE 25 § 307(B)(1):

iv. TO CONDUCT THE PERSONNEL PERFORMANCE EVALUATION OF LESLIE GRAY, BOCC COMMISSIONERS' ASSISTANT, PURSUANT TO OKLAHOMA STATUTES TITLE 25 § 307(B)(1):

v. TO CONDUCT THE PERSONNEL PERFORMANCE EVALUATION OF SANDRA CRENSHAW, BOCC CHIEF DEPUTY, PURSUANT TO OKLAHOMA STATUTES TITLE 25 § 307(B)(1):

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

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

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

2. ROLL CALL: Roll was called.

Charlie Rogers	Present
Ross Selman	Present
Kevin Smith	Present

10. ROAD CROSSING PERMITS: None.

11. NEW BUSINESS:

A. CONSIDERATION AND POSSIBLE ACTION WITH RESPECT TO ANY OTHER MATTERS NOT KNOWN ABOUT OR WHICH COULD NOT HAVE BEEN FORESEEN PRIOR TO POSTING THIS AGENDA: Smith stated that he is hoping to have bid specification ready for the restrooms to be located at the barns at the expo and explained his ideas for the plans. Rogers gave an update as to the storm water fees at the expo. Rogers also stated that the city has the basketball court for sale by auction.

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 sign all approved claims and adjourn; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed. Meeting Adjourned.

Purchase Orders By Account

Fiscal Year : 2022-2023

Date Range: 02/27/2023 to 02/27/2023

PO	Warrant No.	Vendor Name	Purpose	Amount
911 Phone				
1201-2-3600-2030				
007351	000002	CITY OF MCALESTER	WIRELINE SURCHARGES	\$ 14,899.38
Total:				\$ 14,899.38

Animal Shelter

1316-1-8020-2005				
007385	000519	ADA PAPER COMPANY	JANITORIAL SUPPLIES	\$ 327.12
007432	000520	MWI VET SUPPLY	VET SUPPLIES	\$ 713.86
007500	000521	FUSION	MONTHLY SERVICE	\$ 75.02
007501	000522	LAUNDRY OWNERS WAREHOUSE	WATER VALVE ETC	\$ 95.56
007523	000523	LOWES	JANITORIAL SUPPLIES	\$ 304.82
007524	000524	PET SENSE	KENNEL SUPPLIES	\$ 81.98
007525	000525	ATWOODS	KENNEL SUPPLIES	\$ 112.85
007536	000526	CENTER, EWELL	VET SERVICES	\$ 700.00
007556	000527	UNIFIRST FIRST AID CORP	FIRST AID SUPPLIES	\$ 64.20
007663	000528	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE	\$ 1,819.93
Total:				\$ 4,295.34

ARPA 2021

1566-1-2000-2005				
007661	000099	ALEXANDERS REFRIGERATION	HVAC REPAIR	\$ 945.00
Total:				\$ 945.00
1566-1-2000-4110				
005622	000100	JE SYSTEMS INC	FIRE ALARM SYSTEM RE	\$ 36,467.00
006625	000101	BUDGET BOX MOBILE STORAGE	STORAGE CONTAINER	\$ 14,000.00
007085	000102	CARRIER ENTERPRISE LLC S.C.	HVAC	\$ 30,176.00
Total:				\$ 80,643.00

Control Substance

7301-1-0200-2005				
007600	000011	KIOWA POLICE DEPARTMENT	FORFEITURE	\$ 1,200.00
Total:				\$ 1,200.00

PO Warrant No. Vendor Name Purpose Amount

Donations

1235-1-8020-2202
007526 000027 ATWOODS ANIMAL TREATS \$ 185.84
Total: \$ 185.84

Drug Court

7206-1-1900-2005
007567 000128 REDWOOD TOXICOLOGY LABORATOR LAB FEES \$ 600.66
007568 000129 MILLER OFFICE EQUIPMENT COPIER MAINTENANCE \$ 83.11
Total: \$ 683.77

Econ Dev Trust

7603-4-0500-2005
005131 000224 BEMAC SUPPLY PARTS & SUPPLIES \$ 26.90
006414 000225 STAPLES ADVANTAGE COMPUTER ACCESSORI \$ 79.98
007495 000226 SMITH, BRIAN SECURITY DEPOSIT RET \$ 300.00
007530 000227 BLACKWELL, LIBERTY SECURITY DEPOSIT RET \$ 50.00
007532 000228 JOHNNYS A STREET MARKET INMATE LUNCHES \$ 29.29
007552 000229 LINGO COMMUNICATIONS MONTHLY SERVICE \$ 164.21
Total: \$ 650.38

Emergency Mgmt

1212-2-2700-2005
005850 000185 LOWES MAINTENANCE SUPPLIE \$ 131.55
005877 000186 COMDATA FUEL \$ 302.27
006776 000187 CINTAS FIRST AID AND SAFETY #418 FIRST AID SUPPLIES \$ 71.18
007395 000188 ADA PAPER COMPANY JANITORIAL SUPPLIES \$ 234.71
007493 000189 PUBLIC SERVICE CO. OF OKLAHOMA MONTHLY SERVICE \$ 12.72
007494 000190 FUSION MONTHLY SERVICE \$ 381.85
Total: \$ 1,134.28

General

0001-1-0100-2005
007601 002929 FEDEX SHIPPING \$ 24.10
007602 002930 FUSION MONTHLY SERVICE \$ 70.17
Total: \$ 94.27

PO	Warrant No.	Vendor Name	Purpose	Amount
General				
0001-1-0600-2005				
007508	002931	FUSION	MONTHLY SERVICE	\$ 70.17
			Total:	\$ 70.17
0001-1-1000-2005				
007084	002932	MIDWEST PRINTING	WARRANT BOOKS	\$ 235.00
007507	002933	FUSION	MONTHLY SERVICE	\$ 70.17
			Total:	\$ 305.17
0001-1-1600-2005				
007510	002934	FUSION	MONTHLY SERVICE	\$ 70.17
			Total:	\$ 70.17
0001-1-2200-2005				
005066	002935	OCI MANUFACTURING	CABINETS ETC	\$ 1,253.06
007511	002936	FUSION	MONTHLY SERVICE	\$ 70.17
007521	002937	JOHNNYS A STREET MARKET	BOTTLED WATER	\$ 69.90
			Total:	\$ 1,393.13
0001-1-3300-2005				
006616	002938	SIGNS BY JADE	VINYL LETTERING	\$ 1,180.00
006756	002939	UNIFIRST CORP.	FLOOR MATS AND ETC	\$ 219.90
007437	002940	LOWES	SCREWS	\$ 8.33
007492	002941	MCALESTER NEWS CAPITAL & DEM.	PUBLICATION	\$ 1,235.10
007554	002942	A-1 MINI STORAGE	STORAGE RENTAL	\$ 35.00
			Total:	\$ 2,678.33
0001-2-0400-2012				
007459	002943	INDIAN NATION WHOLESALE CO.	INMATE GROCERIES	\$ 1,071.10
			Total:	\$ 1,071.10
0001-5-0900-1110				
007496	002944	OSU COOPERATIVE EXTENSIVE SER.	PERSONAL SERVICES	\$ 11,733.33
			Total:	\$ 11,733.33
0001-5-0900-2005				
007425	002945	LOWES	BOTTLED WATER	\$ 19.92
007497	002946	FUSION	MONTHLY SERVICE	\$ 184.95
007583	002947	ALERT 360	SECURITY MONITORING	\$ 46.64
			Total:	\$ 251.51

PO	Warrant No.	Vendor Name	Purpose	Amount
General				
0001-6-0800-2005				
007509	002948	FUSION	MONTHLY SERVICE	\$ 70.17
007550	002949	SECRETARY OF STATE	NOTARY FILING FEE	\$ 10.00
007609	002950	SECRETARY OF STATE	NOTARY FILING FEE	\$ 20.00
			Total:	\$ 100.17
Health				
1216-3-5000-2005				
006114	000253	STAPLES ADVANTAGE	OFFICE SUPPLIES	\$ 422.73
006503	000254	TEACHMETOTALK.COM	EDUCATIONAL MATERIAL	\$ 290.00
007143	000255	AMAZON CAPITAL SERVICES INC.	BATTERY	\$ 30.09
007455	000256	HARMONY LAB & SAFETY SUPPLIES	GLOVES	\$ 75.93
007555	000257	SHRED-IT	SHRED SERVICE	\$ 110.11
			Total:	\$ 928.86
Highway				
1102-6-4100-1310				
007573	002126	ROGERS, CHARLES W.	TRAVEL	\$ 96.00
			Total:	\$ 96.00
1102-6-4100-2005				
006543	002127	DOLESE	1 1/2" CRUSHER RUN	\$ 4,941.79
006882	002128	PRO KILL INC.	PEST CONTROL	\$ 96.00
			Total:	\$ 5,037.79
1102-6-4300-1310				
007577	002129	SELMAN, WILLIAM R.	TRAVEL	\$ 184.50
			Total:	\$ 184.50
1102-6-4300-2005				
007253	002130	KIAMICHI AUTOMOTIVE WAREHOUSE	EQUIPMENT PARTS	\$ 730.36
007258	002131	T.H. ROGERS	LUMBER ETC	\$ 284.34
007262	002132	WALMART COMMUNITY CARD	AIR FRESHENERS	\$ 130.01
007263	002133	ATWOODS	CHAINSAW CHAIN ETC.	\$ 241.92
007310	002134	CORE & MAIN	GREY PIPE	\$ 2,500.00
007346	002135	TINT KING LLC	TINTING	\$ 350.00
007347	002136	P & K EQUIPMENT INC	BOLTS ETC	\$ 54.23
007370	002137	UNIFIRST FIRST AID CORP	GLOVES	\$ 453.16
007408	002138	YELLOW HOUSE MACHINE	EQUIPMENT REPAIR	\$ 575.88

PO	Warrant No.	Vendor Name	Purpose	Amount
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Highway

1102-6-4300-2005

007440	002139	T.H. ROGERS	REBAR ETC	\$ 309.00
007479	002140	NUTT AUCTION COMPANY	SHOP SUPPLIES	\$ 546.00
007490	002141	FLEET PRIDE	FILTERS	\$ 319.50
007656	002142	FUSION	MONTHLY SERVICE	\$ 76.82
			Total:	\$ 6,571.22

1102-6-4300-4110

007478	002143	NUTT AUCTION COMPANY	EQUIPMENT PURCHASE	\$ 127,400.00
			Total:	\$ 127,400.00

Hwy-ST

1313-6-8041-2005

006825	001558	ADVANCED WORKZONE	SAFETY VESTS	\$ 345.50
007047	001559	STIGLER STONE	1 1/2" ODOT BASE TYPE	\$ 6,109.25
007339	001560	CORE & MAIN	GREY PIPE	\$ 4,925.00
007402	001561	DIRECT DISCOUNT TIRE	TIRES	\$ 1,764.00
007442	001562	WELDON PARTS INC.	SALT SPREADER ACCES	\$ 526.34
007443	001563	PATRIOT AUTO GROUP	FRONT END REPAIR	\$ 1,080.00
007485	001564	WILSON TRUCK AND TIRE SERVICE	GEARS	\$ 152.55
007486	001565	TINT KING LLC	WINDOW TINT	\$ 320.00
007512	001566	FUSION	MONTHLY SERVICE	\$ 70.17
007515	001567	US CELLULAR	MONTHLY SERVICE	\$ 145.20
007553	001568	FREEDOM FORD	SOLENOID	\$ 87.17
007569	001569	ASSURED FIRE SAFETY	FIRE EXTINGUISHERS ET	\$ 945.00
			Total:	\$ 16,470.18

1313-6-8042-2005

007513	001570	FUSION	MONTHLY SERVICE	\$ 70.17
007608	001571	MCELROY, JILL E.	CONTRACT SERVICES	\$ 350.00
			Total:	\$ 420.17

1313-6-8043-2005

005830	001572	OK TIRE	TIRES & SERVICES	\$ 922.95
006377	001573	WARREN POWER & MACHINERY INC.	BUMPER ETC.	\$ 1,870.10
006540	001574	WELDON PARTS INC.	PARTS & SHOP SUPPLIE	\$ 459.42
006963	001575	ADA PAPER COMPANY	JANITORIAL SUPPLIES	\$ 199.10
006981	001576	KIAMICHI AUTOMOTIVE WAREHOUSE	EQUIPMENT PARTS	\$ 896.54
007106	001577	WELDON PARTS INC.	TARP MOTOR	\$ 166.83
007183	001578	FLEET PRIDE	FILTERS ETC	\$ 292.96
007186	001579	P & K EQUIPMENT INC	KNOB ETC	\$ 38.62

PO Warrant No. Vendor Name Purpose Amount

Hwy-ST

1313-6-8043-2005

007190	001580	FLEET PRIDE	BRAKE HOSE	\$ 77.50
007197	001581	ATWOODS	FASTENERS	\$ 67.84
007199	001582	LOWES	CONDUIT PIPE	\$ 104.68
007359	001583	BEST WESTERN PLUS TEXARKANA IN	LODGING	\$ 89.00
007397	001584	DIRECT DISCOUNT TIRE	TIRES	\$ 2,564.00
007420	001585	QUALITY AUTOMOTIVE & TRANSMISSI	TRANSFER CASE	\$ 3,800.00
007421	001586	WELDON PARTS INC.	LED LIGHTS	\$ 696.45
007422	001587	WELDON PARTS INC.	STRAPS	\$ 551.36
007491	001588	RAM INC	DIESEL	\$ 5,908.39
007528	001589	G.C. RENTAL CENTER	EQUIPMENT RENTAL	\$ 399.00
007529	001590	G.C. RENTAL CENTER	EQUIPMENT RENTAL	\$ 65.00
007533	001591	AMAZON CAPITAL SERVICES INC.	COMPUTER ACCESSORI	\$ 54.78
007664	001592	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE	\$ 1,918.29

Total: \$ 21,142.81

1313-6-8043-4110

007477	001593	NUTT AUCTION COMPANY	EQUIPMENT PURCHASE	\$ 30,160.00
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Total: \$ 30,160.00

Jail-ST

1315-2-8034-2005

007518	000645	FUSION	MONTHLY SERVICE	\$ 457.28
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Total: \$ 457.28

1315-2-8034-2011

007514	000646	CARING HANDS HEALTHCARE CENTE	INMATE PRESCRIPTIONS	\$ 429.25
007562	000647	CARING HANDS HEALTHCARE CENTE	INMATE PRESCRIPTIONS	\$ 968.60

Total: \$ 1,397.85

Rural Fire-ST

1321-2-8205-2005

005881	000729	COMDATA	FUEL	\$ 807.12
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Total: \$ 807.12

1321-2-8212-2005

006499	000730	CLIFFORD POWER SYSTEMS	MAINTENANCE AGREEM	\$ 723.80
007674	000731	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 217.07

Total: \$ 940.87

Rural Fire-ST

1321-2-8214-2005
 005885 000732 COMDATA FUEL \$ 187.90
 007672 000733 KIAMICHI ELECTRIC COOPERATIVE MONTHLY SERVICE \$ 104.62
 007673 000734 REPUBLIC SERVICES # 375 MONTHLY SERVICE \$ 462.81
Total: \$ 755.33

1321-2-8216-2005
 007498 000735 PUBLIC SERVICE CO. OF OKLAHOMA MONTHLY SERVICE \$ 87.94
Total: \$ 87.94

1321-2-8223-2005
 007576 000736 THE BURROWS AGENCY INSURANCE \$ 451.00
Total: \$ 451.00

1321-2-8227-2005
 007659 000737 THE BURROWS AGENCY INSURANCE \$ 105.00
Total: \$ 105.00

SH Commissary

1223-2-0400-2005
 006326 000191 CODA REGISTRATION FEES \$ 625.00
 006800 000192 PEPSI-COLA BOTTLING CO. INMATE COMMISSARY \$ 498.40
 007373 000193 COMMISSARY EXPRESS INHOUSE COMMISSARY \$ 5,992.74
 007462 000194 CUSTOM TECHNOLOGIES LLC INHOUSE COMMISSARY \$ 1,370.05
 007669 000195 PRO KILL INC. PEST CONTROL \$ 300.00
Total: \$ 8,786.19

SH Svc Fee

1226-2-0400-2005
 007012 001362 GLASCO, MICHAEL S. REIMBURSEMENT \$ 46.00
 007461 001363 OKLA. DEPT. OF PUBLIC SAFETY OLETS USER FEE \$ 475.00
 007670 001364 KIAMICHI ELECTRIC COOPERATIVE MONTHLY SERVICE \$ 53.92
Total: \$ 574.92

1226-2-0400-2012
 007460 001365 PERFORMANCE FOODSERVICE - LITT INMATE GROCERIES \$ 1,188.18
 007465 001366 SGC FOODSERVICE INMATE GROCERIES \$ 2,504.88
Total: \$ 3,693.06

PO Warrant No. Vendor Name Purpose Amount

SH Svc Fee

1226-2-3400-2005

005380	001367	BOB BARKER COMPANY	INMATE HYGIENE SUPPLI	\$ 279.18
006801	001368	LOWES	MAINTENANCE SUPPLIE	\$ 543.78
007467	001369	WALMART COMMUNITY CARD	COMPUTER EQUIPMENT	\$ 626.58
007464	001370	INDIAN NATION WHOLESale CO.	KITCHEN SUPPLIES	\$ 71.93
007543	001371	T & W TIRE	TIRES	\$ 618.23
007563	001372	JAMESCO ENTERPRISES LLC	JAIL JANITORIAL SUPPLI	\$ 528.57
007564	001373	ATWOODS	UNIFORM	\$ 249.96
007594	001374	AT&T MOBILITY	MONTHLY SERVICE	\$ 1,601.60
007597	001375	CANON FINANCIAL SERVICES	COPIER LEASE	\$ 150.00
007667	001376	MILLER OFFICE EQUIPMENT	COPIER MAINTENANCE	\$ 535.62

Total: \$ 5,205.45

1226-2-3400-2030

007541	001377	T & W TIRE	TIRES	\$ 696.71
007595	001378	AT&T MOBILITY	MONTHLY SERVICE	\$ 240.54
007596	001379	AT&T MOBILITY	MONTHLY SERVICE	\$ 1,133.36

Total: \$ 2,070.61

Grand Total: \$ 356,148.49