



# 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

MAR 17 2023  
8:40 AM  
HOPE TRAMMELL COUNTY CLERK  
PITTSBURG COUNTY  
DEPUTY

DATE: March 20, 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, March 13, 2023
5. RECOGNITION OF GUESTS/PUBLIC COMMENTS  
PERSONS ADDRESSING THE BOARD SHOULD STATE THEIR NAME AND ADDRESS FOR THE RECORD AND WILL BE LIMITED IN DURATION AT THE DISCRETION OF THE CHAIRMAN. COMMENTS ARE LIMITED TO ITEMS ON THE AGENDA. ANY COMMENTS BY THE PUBLIC ON ITEMS NOT ON THE AGENDA CANNOT BE ACKNOWLEDGED OR DISCUSSED BUT CAN BE PLACED ON AN UPCOMING AGENDA FOR DISCUSSION AND POSSIBLE ACTION.
6. OFFICIALS – DEPARTMENT REPORTS  
None.
7. FISCAL TRANSACTIONS  
A) Claims And Purchase Orders  
B) Transfers  
C) Monthly Reports  
D) Blanket Purchase Orders

**8. UNFINISHED BUSINESS**

- A) Award Bid No. 20, One (1) 2008 or newer, 6- wheel dump truck

**9. AGENDA ITEMS**

- A) Approve/Disapprove License No. DACW 56-3-23-158 between the U.S. Army Corp. Of Engineers and District 1 to operate & maintain the road, boat launching ramp & parking area for the Boat Ramp at Tate's Timberline Beach, embraced in Section 16, Township 9 North, Range 17 East
- B) Resolution 23-238 to cancel Purchase Orders- BOCC
- C) Resolution 23-239 to advertise for One (1) New Belly Dump Trailer Lease -Purchase with Financing Included- District 3
- D) Resolution 23-240 to transfer inventory to District 1- Treasurer
- E) Resolution 23-241 to cancel Purchase Order- District 3
- F) Resolution 23-242 to cancel Purchase Order- Union Chappell FD

**10. ROAD CROSSING PERMITS**

- A) 23.022, City of Krebs (Residential Waterline) – District 3

**11. NEW BUSINESS**

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

**12. 10:00 A.M. – PUBLIC HEARINGS**

- A) Establishing of a cemetery in Section 26, Township 7 North, Range 16 East- District 1

**13. 10:00 A.M. – BID OPENINGS**

- A) Bid No. 18, Labor and materials to install insulation

**14. RECESS OR ADJOURNMENT**

  
\_\_\_\_\_  
Commissioner's Assistant



*Board of County Commissioners, Pittsburg County*

*Charlie Rogers  
District #1*

*Kevin Smith  
District #2*

*Ross Selman  
District #3*

March 20, 2023

Hope Trammell  
Pittsburg County Clerk  
115 E. Carl Albert Pkwy, Room 103  
McAlester, OK 74501

RE: Bid No. 20, One (1) 2008 or newer, 6-Wheel Dump Truck

Dear Mrs. Trammell,

Pittsburg County District 1 has made the decision to award bid 20 for one 2008 or newer, 6-wheel dump truck for Harris Construction Services (HCS) in the amount of \$45,000.00

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

Respectfully,

Charlie Rogers  
Commissioner

# CERTIFICATE OF AUTHORITY

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

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

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

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

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

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

statutory powers.

Signed, Hope Trammell  
Secretary or Attesting Officer



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

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

**DEPARTMENT OF THE ARMY LICENSE  
EUFAULA LAKE  
PITTSBURG COUNTY, STATE**

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

**THIS LICENSE** is granted subject to the following conditions.

**1. TERM**

This license is granted for a term of **FIVE (5) years**, beginning **January 25, 2023**, and ending **January 24, 2028** but revocable at will by the Grantor.

**2. CONSIDERATION**

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

**3. NOTICES**

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

**4. AUTHORIZED REPRESENTATIVES**

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

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

## **5. SUPERVISION BY THE GRANTOR**

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

## **6. APPLICABLE LAWS AND REGULATIONS**

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

## **7. CONDITIONAL USE BY GRANTEE**

The exercise of the privileges herein granted shall be:

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

## **8. CONDITION OF PREMISES**

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

## **9. COST OF UTILITIES**

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

## **10. PROTECTION OF PROPERTY**

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

## **11. INDEMNITY**

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the Grantee, or for damages to the property or injuries to the person of the Grantee's officers, agents, servants or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the Grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

## **12. RESTORATION**

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

## **13. NON-DISCRIMINATION**

The Grantee shall not discriminate against any person or persons or exclude any persons from participation in the Grantee's operations, programs, or activities conducted on the licensed premises, because of race, color, religion, age, sex, handicap, national

origin or place of residency. The Grantee, by acceptance of this license, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended, (42 U.S.C. 2000d); the Age Discrimination Act of 1975, as amended, (42 U.S.C. 6102); the Rehabilitation Act of 1973, as amended, (29 U.S.C. 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 C.F.R. Part 195), issued as Department of Defense Directive 5500.11, December 28, 1964).

#### **14. TERMINATION**

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

#### **15. ENVIRONMENTAL PROTECTION**

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

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

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

#### **16. HISTORIC PRESERVATION**

The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises,



the Grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

## **17. DISCLAIMER**

This license is effective only insofar as the rights of the United States in the premises are concerned; and the Grantee shall obtain any permit or license which may be require by Federal, state, or local statute in connection with the use of the premises. It is understood that the granting of this license does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC 403) and Section 404 of the Clean Water Act (33 USC 1344).

## **18. RIGHT TO ENTER AND FLOOD**

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

## **19. SUPERVISION AND REPAIR**

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

## **20. PUBLIC ACCESSIBILITY**

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

## **21. FEES**

a. Fees may be charged by the Grantee for use of the boat-launching ramp; however, such fees may be charged for no other purpose than to recover expenses.

Such fees shall be reasonable and comparable to other similar rates charged for similar services in the area. The said officer shall have the right to review such fees and require an increase or reduction when it is determined that the objectives of this license have been violated. The amount charged shall not be so high as to virtually eliminate or greatly deter public use of the ramp. The authority to charge fees to recover expenses is revocable at will if it is determined by said officer that the Grantee is violating the nonprofit objective of the charge and circumventing in any way the public's ability to use the ramp.

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

## **22. CONDITION OF FACILITIES**

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

## **23. MINIMUM WAGE REQUIREMENT (EXECUTIVE ORDER 13658)**

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

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

c. Minimum Wages.

(1) Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and

worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.

(2) The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 1, 2015 and December 31, 2015 shall be \$10.10 per hour. The minimum wage shall be adjusted each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all workers subject to the Executive Order beginning January 1 of the following year. If appropriate, the contracting officer, or other agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor Web site). The applicable published minimum wage is incorporated by reference into this contract.

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

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

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

d. Withholding. The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be

considered necessary to pay workers the full amount of wages required by Executive Order 13658.

**e. Contract Suspension/Contract Termination/ Contractor Debarment.** In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.

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

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

**h. Payroll Records.**

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

- (i)** Name, address, and social security number.
- (ii)** The worker's occupation(s) or classification(s).
- (iii)** The rate or rates of wages paid.
- (iv)** The number of daily and weekly hours worked by each worker.
- (v)** Any deductions made; and
- (vi)** Total wages paid.

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

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

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

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

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

**j. Certification of Eligibility.**

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

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

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

k. Tipped employees. In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C. 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted

under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the contractor must increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the employee equal the applicable minimum wage under Executive Order 13658. To utilize this proviso:

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

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

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

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

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

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

n. Notice. The contractor must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor must post a notice provided by the Department of Labor in a prominent and accessible place at the

worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

o. If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

#### **24. PAID SICK LEAVE REQUIREMENT (EXECUTIVE ORDER 13706)**

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

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

##### **b. Paid Sick Leave.**

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

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

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

c. Withholding. The contracting officer shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of Executive Order 13706, 29 CFR part 13, or this clause, including any pay and/or benefits denied or lost by reason of the violation; other actual monetary losses sustained as a direct result of the violation, and liquidated damages.

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

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

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

g. Record keeping.

**(1)** Any contractor performing work subject to Executive Order 13706 and 29 CFR part 13 must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the information specified in paragraphs (i) through (xv) of this section for each employee and shall make them



available for inspection, copying, and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

- (i) Name, address, and Social Security number of each employee;
- (ii) The employee's occupation(s) or classification(s);
- (iii) The rate or rates of wages paid (including all pay and benefits provided);
- (iv) The number of daily and weekly hours worked;
- (v) Any deductions made;
- (vi) The total wages paid (including all pay and benefits provided) each pay period;
- (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2);
- (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests;
- (ix) Dates and amounts of paid sick leave taken by employees (unless a contractor's paid time off policy satisfies the requirements of Executive Order 13706 and 29 CFR part 13 as described in § 13.5(f)(5), leave must be designated in records as paid sick leave pursuant to Executive Order 13706);
- (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3);
- (xi) Any records reflecting the certification and documentation a contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee;
- (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave;
- (xiii) The relevant covered contract;
- (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave; and

(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve a contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

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

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

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

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

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents must also be maintained in compliance with the confidentiality requirements

of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41CFR60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

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

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

(6) Nothing in this contract clause limits or otherwise modifies the contractor's record keeping obligations, if any, under the Davis-Bacon Act, the Service Contract Act, the Fair Labor Standards Act, the Family and Medical Leave Act, Executive Order 13658, their respective implementing regulations, or any other applicable law.

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

i. Certification of Eligibility.

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

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

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

j. Interference/Discrimination.

(1) A contractor may not in any manner interfere with an employee's accrual or use of paid sick leave as required by Executive Order 13706 or 29 CFR part 13. Interference includes, but is not limited to, miscalculating the amount of paid sick leave an employee has accrued, denying or unreasonably delaying a response to a

proper request to use paid sick leave, discouraging an employee from using paid sick leave, reducing an employee's accrued paid sick leave by more than the amount of such leave used, transferring an employee to work on non-covered contracts to prevent the accrual or use of paid sick leave, disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave, or making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the contractor's operational needs.

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
**TERRY D. RUPE**  
**CHIEF, REAL ESTATE**  
**REAL ESTATE CONTRACTING OFFICER**

**THIS LICENSE** is also executed by the Grantee this 20<sup>th</sup> day of March, 2023.

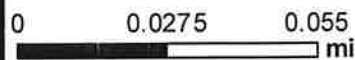
**PITTSBURG COUNTY BOARD OF COUNTY COMMISSIONERS**

  
\_\_\_\_\_  
**SIGNATURE**

Charlie Rogers  
\_\_\_\_\_  
**PRINTED NAME**

District 1 Commissioner  
\_\_\_\_\_  
**TITLE**

918-423-1338 / 918-470-8753  
\_\_\_\_\_  
**PHONE NUMBER**



**Legend**

-  Outgranted Area
-  Gov Easements
-  Gov Fee Lands



*Map Projection: WGS 1984 Web Mercator (Auxiliary Sphere)*

**Contract Number: DACW56-3-23-158**

**Location Description:** A strip, piece or parcel of land 80 feet in width and 290 feet in length, located in the NE1/4 NE1/4 of Section 16, T9N, R17E, Pittsburg County, Oklahoma. Containing 0.34 acre, more or less.

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



U.S. Army Corps  
 of Engineers®  
 Tulsa District

**EXHIBIT A**

Date Created: 3/8/2023

RESOLUTION  
23-238

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, March 20, 2023.

WHEREAS, the Board of County Commissioners issued the following purchase orders:

**Asphalt Plant**

- 0194, issued on July 6, 2022 to Rural Water District #6 in the amount of \$115.49 for monthly service
- 2160, issued September 6, 2022 to Unifirst Corp in the amount of \$300.00 for blanket uniform service
- 2162, issued September 6, 2022 to Fastenal in the amount of \$200.00 for blanket nuts and bolts
- 3122, issued on October 3, 2022 to Kiamichi Automotive in the amount of \$300.00 for blanket miscellaneous parts and shop supplies
- 3134, issued October 3, 2023 to Cintas Corporation in the amount of \$200.00 for blanket uniform service
- 3143, issued on October 3, 2022 to H2O Depot in the amount of \$100.00 for blanket drinking water
- 4333, issued on November 7, 2022 to O'Reilly Auto Parts in the amount of \$500.00 for miscellaneous parts and shop supplies
- 4338, issued on November 7, 2022 to Unifirst Corporation in the amount of \$200.00 for uniform maintenance
- 4340, issued on November 7, 2022 to Comdata in the amount of \$500.00 for miscellaneous fuel charges
- 5116, issued on December 5, 2022 to Unifirst Corp in the amount of \$200.00 for uniform maintenance
- 5125, issued on December 5, 2022 to O Reilly Auto Parts in the amount of \$500.00 for miscellaneous parts and shop supplies
- 5463, issued on December 14, 2022 to Kiamichi Automotive in the amount of \$762.56 for parts and shop supplies
- 5911, issued on January 3, 2023 to Unifirst Corporation in the amount of \$200.00 for uniform maintenance
- 6989, issued on February 6, 2023 to Unifirst Corporation in the amount of \$200.00 for uniform maintenance

**American Rescue Plan Act**

- 0264, issued on July 7, 2022 to J & B Supply in the amount of \$12,417.00 for condenser coils and valves
- 4329, issued on November 7, 2022 to Locke Heating and Cooling in the amount of \$1,500.00 for miscellaneous parts and shop supplies
- 7862, issued on March 1, 2023 to Public Service LLC in the amount of \$20,500.00 for a used basketball court

**Economic Development Authority**

- 0309, issued on July 7, 2022 to Bemac Supply in the amount of \$14.92 for shop supplies
- 0354, issued on July 11, 2022 to Locke Heating and Cooling in the amount of \$1,500.00 for miscellaneous parts and shop supplies
- 0553, issued on July 15, 2022 to Johnnys A Street Market in the amount of \$18.68 for inmate lunches
- 0950, issued on July 28, 2022 to Pepsi-Cola Bottling in the amount of \$347.20 for concession supplies
- 3042, issued on September 29, 2022 to OK Tire in the amount of \$20.00 for flat repair
- 3381, issued on October 7, 2022 to Johnnys A Street Market in the amount of \$16.29 for inmate lunches
- 4345, issued on November 7, 2022 to Comdata in the amount of \$750.00 for miscellaneous fuel charges
- 5048, issued on December 1, 2022 to Pepsi-Cola Bottling in the amount of \$100.00 for concession supplies
- 5101, issued on December 5, 2022 to Locke Heating and Cooling in the amount of \$500.00 for miscellaneous parts and supplies
- 6750, issued on January 30, 2023 to Unifirst Corp in the amount of \$100.00 for uniform maintenance

WHEREAS, the Board of County Commissioners, Pittsburg County, wish to have the above-mentioned purchase orders canceled as they were never used or duplicates and are no longer needed.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby cancel purchase orders 0194, 2160, 2162, 3122, 3134, 3143, 4333, 4338, 4340, 5116, 5125, 5463, 5911, 6989, for the Pittsburg County Asphalt Plant; 0264, 4329, 7862 for the American Rescue Plan Act; and 0309, 0354, 0553, 0950, 3042, 3381, 4345, 5048, , 5101, and 6750 for the Economic Development Authority.

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

ATTEST:



CHAIRMAN *[Signature]*  
VICE-CHAIRMAN *[Signature]*  
MEMBER *[Signature]*  
COUNTY CLERK *[Signature]*



RESOLUTION  
23-239

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, March 20, 2023.

WHEREAS, the Pittsburg County District 3 wishes to advertise for the following:

One (1) New Belly Dump Trailer  
Lease-Purchase with Financing Included

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

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

Sealed bids will be received and filed with the Pittsburg County Clerk until Friday, March 31, 2023 at 4:00 p.m. All bids received after 4:00 p.m. on Friday, March 31, 2023 WILL NOT BE OPENED. Bids will be opened on Monday, April 3, 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



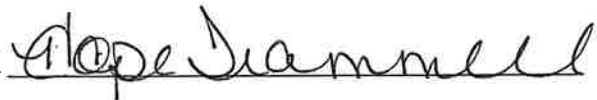
VICE-CHAIRMAN



MEMBER



COUNTY CLERK



Belly Dump Trailer  
Single Hopper, Single Gate  
20 Cubic Yard Capacity

General: These Specifications shall provide for a 20 cubic yard Belly Dump Trailer. This trailer must be new, the manufactures latest current model, complete with all standard accessories, fully serviced, ready to operate, and complying with Oklahoma Department of Transportation, I.C.C. and D.O.T. 121 requirements.

FILL IN ALL SPACES SHOWING SPECIFIC INFORMATION FAILURE TO COMPLY  
COULD RESULT IN BID REJECTION.

VENDOR'S PROPOSED TRAILER: MAKE \_\_\_\_\_ MODEL \_\_\_\_\_

	MINIMUM REQUIREMENTS	VENDORS PROPOSAL
LENGTH	40 ft.	_____
CAPACITY	20 CUBIC YARDS 23.5 w/boards	_____
DESIGN	SINGLE HOPPER, SINGLE GATE	_____
MATERIAL	HI-TENSILE TUBULAR STEEL MAIN FRAME OR EQUAL 70 Grade Steel Slope and Side Sheets	_____
GATES	AIR OPERATING DOUBLE ACTING	_____
CYLINDERS	8" BORE, MOUNTED OUTSIDE OF THE GATE OPENING AREA	_____
LIGHTS	L.E.D., DOT Certified	_____
AXLES	5" 25,000 LBS. CAPACITY WITH STEMCO SEALS OR EQUAL	_____
WHEELS	24.5X8.25, 10 HOLE DISC	_____
TIRES	11RX24.5	_____
BRAKES	16 1/2X7" AIR BRAKES	_____
UPPER COUPLER	SIDE OSCILLATING TYPE	_____

PARKING LEGS	REMOVABLE TYPE WITH LIFT EYES	_____
PUSHBLOCK	HEAVY DUTY	_____
SIDE BOARDS	SIDE BOARDS EXTENSION BRACKETS AND BOARDS	_____
FRONT/REAR FENDERS	BOLT ON ALUMINUM	_____
PAINT	WHITE	_____
MUD FLAPS		_____
ELECTRIC FLIP TARP		_____
GATE SEALS		_____
H 9700 SPRING RIDE SUSPENSION		_____

THIS UNIT MUST BE COMPLETE, FULLY SERVICED AND READY TO OPERATE.

WARRANTY AND SERVICE POLICY  
One year parts and labor.

**LEASE-PURCHASE WITH FINANCING INCLUDED**

# JENNIFER LENOX-HACKLER, County Treasurer

DEPUTIES

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

DEPUTIES

CINDY COOK  
MORGAN CREEKMORE  
TAMMY ROBERTS

BROOKE OLIVER  
SUMMER ROGERS

RESOLUTION 23-240

BOARD OF COUNTY COMMISSIONERS

GENTLEMEN

WE HAVE IN OUR OFFICE ITEM WE WISH TO REMOVE FROM OUR INVENTORY. WE REQUEST THE ITEMS LISTED BELOW TO BE TRANSFERRED TO DISTRICT #1.

THIS LETTER IS A REQUEST THAT THE BOARD OF COUNTY COMMISSIONERS APPROVE THE REMOVAL OF THE ITEMS LISTED BELOW.

C-114-15 END TABLE-CHERRY

THANK YOU



JENNIFER LENOX-HACKLER  
COUNTY TREASURER

THEREFORE, THE BOARD OF COUNTY COMMISSIONERS DOES HEREBY DECLARE THE ABOVE LISTED ITEMS TO BE DEALT WITH AS REQUESTED.

  
CHAIRMAN  
MEMBER  
MEMBER

ATTEST:

  
COUNTY CLERK

RESOLUTION  
23-241

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, March 20, 2023.

WHEREAS, Pittsburg County District 3 issued the following purchase order:

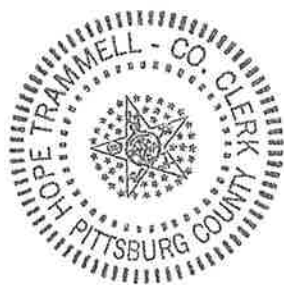
8239, issued March 10, 2023 to Mike Graham Auctioneers in the amount of \$1000.00 for Misc. Parts.

WHEREAS, Pittsburg County District 3 did not use the above-mentioned purchase order, it is no longer needed and should be canceled.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby cancel purchase order 8239 in the amount of \$1000.00.

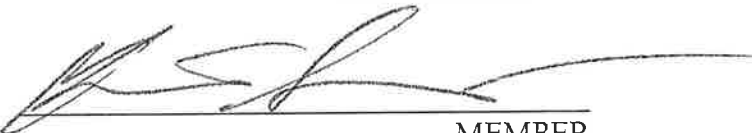
BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

ATTEST:



  
CHAIRMAN

  
VICE-CHAIRMAN

  
MEMBER

  
COUNTY CLERK

RESOLUTION

NO. 23-242

The Board of County Commissioners, Pittsburg County, Met in regular session Monday, March 20<sup>TH</sup>, 2023.

**WHEREAS**, the **UNION CHAPPELL FIRE DEPT.** wishes to cancel the following Purchase Order

**825** to M & M Energy Supply dated July 25<sup>th</sup>, 2022 in the amount of \$2,575.13 for Hoses Etc.

**WHEREAS**, the purchase order was not used, therefore it is no longer needed.

**THEREFORE BE IT RESOLVED**, Pittsburg County Commissioners do hereby cancel Purchase Order 825 for FY 2022-2023.


  
CHAIRMAN

  
MEMBER

  
MEMBER



ATTEST:

  
COUNTY CLERK

PERMIT# 23.022

STATE OF OKLAHOMA  
COUNTY OF PITTSBURG  
APPLICATION FOR PERMIT  
PUBLIC SERVICE/PIPELINE CROSSING

We, the undersigned, hereby petition the Board of County Commissioners, Pittsburg County, to grant a permit for a public service, pipeline crossing, ingress and egress, or line installation as described below and in accordance with the provisions as listed.

PLEASE PRINT  
PUBLIC SERVICE/PIPELINE OWNER NAME: City of Krebs

CONTACT: 918 423 6519 EMAIL: \_\_\_\_\_

ADDRESS: 2576 Krebs Lake Rd PHONE: \_\_\_\_\_

CITY: McAlester STATE: OK ZIP CODE: 74501

CONSTRUCTION COMPANY NAME: Jeff Odum

CONTACT: 918 318 9986 EMAIL: \_\_\_\_\_

ADDRESS: PO Box 1002 PHONE: 918 3189

CITY: Krebs STATE: OK ZIP CODE: 74554

TYPE OF INSTALLATION (Please mark all boxes that apply)				
<input type="checkbox"/> Electric	<input checked="" type="checkbox"/> Permanent Line	<input type="checkbox"/> Salt Water	<input checked="" type="checkbox"/> Residential	<input type="checkbox"/> Boring
<input type="checkbox"/> Gas	<input type="checkbox"/> Temporary Line	<input checked="" type="checkbox"/> Fresh Water	<input type="checkbox"/> Commercial	<input checked="" type="checkbox"/> Trenching
<input type="checkbox"/> Oil		<input type="checkbox"/> Other	<input type="checkbox"/> Agricultural	<input type="checkbox"/> In/Through existing culvert
<input checked="" type="checkbox"/> Water			<input type="checkbox"/> Oil/Gas Service Road	<input type="checkbox"/> Temporary Road
<input type="checkbox"/> Telephone			<input type="checkbox"/> Other	<input type="checkbox"/> Cross Bridge
<input type="checkbox"/> Sewer				<input type="checkbox"/> Other:
<input type="checkbox"/> Other				

This permit is to erect, construct and maintain a water line along, upon and across the hereinafter said county highway/road for the purpose of transporting, selling, and using water.

Beginning at 34.958576 and 95.700687 LOCATION CROSS freeway route Krebs Lake Rd.  
GPS Location (in decimals) Cross or Parallel County Road Name

Approximately 100 miles North of Hereford + Krebs Lake and ending at  
North, South, East, West Name of Closest Intersecting Road or Highway

34.958576, -95.700687 Embraced in Section 26 Township 06N Range 15E  
GPS Location (in decimals)

parcel id# 0000-26-06N-15E-0-316-01

PIPELINES	ELECTRIC
SIZE <u>2 inch casing</u> ALLOY/MATERIAL _____ WALL THICKNESS _____ CONTENTS _____ MFG. TEST PRESSURE _____ MAX. OPERATING PRESSURE _____ WORKING PRESSURE _____	VOLTAGE _____ CONDUCTOR SIZE _____ TYPE OF STRUCTURE _____ RULING SPAN _____
COMMUNICATIONS	SERVICE ENTRANCE
WIRES/PAIRS/STRANDS _____ GAUGE _____ CABLE TYPE _____	DIAMETER OF CULVERT PIPE _____ LENGTH OF CULVERT PIPE _____

CASING SIZE 2 in. ALLOY/MATERIAL PVC WALL THICKNESS \_\_\_\_\_

FLOODPLAIN ADMINISTRATOR'S REVIEW

Upon review, I, Tawanna Cathy, a Floodplain Administrator for Pittsburg County, have determined that the above-referenced public service/pipeline crossing permit:

\_\_\_\_\_ Does  Does Not

fall within any floodplain.

Tawanna Cathy

Signature, Pittsburg County Floodplain Administrator

(Administrator: Please attach a copy of the floodplain permit and receipt where permit was paid if road crossing is within a floodplain)

If granted, this permit is subject to the following conditions, requirements and covenants, to-wit, please initial that you have read each condition, requirement or covenant:

1. Applicant/contractor is aware that all road crossing permits for PITSBURG COUNTY shall require approval from the Pittsburg County Floodplain Administrator's Office and that all permits and fees owed to the Floodplain Administrator's Office will be paid in full before approval is given by the Board of County Commissioners.

Initial: [Signature]

2. Application for road crossing must be submitted **no later than 5 days before a meeting** of the Board of County Commissioners with a check for the amount of permit made payable to the Pittsburg County Commissioners. The petitioner/contractor shall contact the County Commissioners Office at the completion of crossing for an onsite inspection.


Initial: [Signature]



3. The applicant must agree to hold Pittsburg County harmless for any damage or injury to persons or property caused by or resulting from the construction, maintenance, operation, or repair of the facilities on, under, or over the County right-of-way. The petitioner/contractor will be responsible for any damage resulting from deviation of the plat.

Initial: 


4. All crossings shall be bored on blacktop/asphalt roads. Cutting may be permitted on dirt roads, ditches, or other surfaces with approval from the Board of County Commissioners. Blasting is not permitted.

Initial: 


5. In construction pipelines or utility routes that cross county highways or roads, NO DITCH, TRENCH, OR BORING, shall be done by the applicant/contractor until approved by the Board of County Commissioners. All ditching and trenching shall be completed to the County Commissioner's specifications. Applicants, contractors or owners shall maintain crossing. (Signs, grass, brush control, etc.)

Initial: 


6. The petitioner/contractor shall furnish all flag men, lights, barricades, and warning signs meeting all laws and regulations, including those in the "Manual on Uniform Traffic Control Devices" appropriate for the construction project. The petitioner/contractor agrees to keep the road open to traffic unless approved by the Board of County Commissioners. At the conclusion of such work, the right-of-way must be in a presentable condition.

Initial: 


7. When notified to do so by the Board of County Commissioners, the petitioner/contractor agrees at their expense to make all changes in the facility on County right-of-way.

Initial: 

8. Relocation – Applicant, upon 30 days written notice, agrees to relocate utilities at their expense should it interfere with County construction and/or maintenance.

Initial: 

9. Aerial facilities – Clearance above the traffic lanes of the road at all aerial pole line crossings shall comply with applicable safety codes and will not be less than 20 feet. All poles, posts, stubs, fixtures, down guys, wires, and other appurtenances must be kept in good repair at all times and free from weeds and brush within a 5-foot area of the installation. These facilities, when paralleling the roadway, shall be single pole construction and located within 3 feet of the fence line, if a fence exists. If no fence exists, the right-of-way shall be located by an Oklahoma Registered Land Surveyor at the petitioner's expense and a copy provided to the Board prior to construction. All crossings shall be as nearly perpendicular as possible. Facility shall not interfere with the natural flow of waters or ditch.

Initial: 

10. Underground facilities – All shall be a minimum of 5 feet below the elevation of the center line of the road, but not less than 4 feet below the bottom of the ditch. Crossings shall be encased from right-of-way line to right-of-way line and be vented off the right-of-way lines. Concrete caps of 4' wide and 6" deep may be required from edge of road to fence line. Identification markers shall be installed at each right-of-way line directly above the facility. The markers must identify the owner's name, address and telephone

number, size of facility, and emergency contact number in black with a yellow background. Marker must be at least 130 sq. inches in area and erected at a height plainly visible from the road right-of-way.


All underground electric cable crossings must be placed in a conduit and be a minimum of 4 feet below the ditch flow lines. Conduit placed beneath a roadway must be steel, HDPE, heavy-duty PVC, or fiberglass if it is designed to withstand roadway loading and is properly protected.

Steel pipelines crossing the right-of-way may be, upon approve of the Commissioner, installed without encasement if the carrier pipe material within the right-of-way is superior to the carrier pipe material outside the right-of-way by being of steel at least one grade better and of the same wall thickness, or a minimum of one wall thickness greater and of the same alloy. Pipe must be properly protected from corrosion.


Facilities such as water and sanitary sewer lines crossing the county right-of-way shall be encased. Maintenance will be performed by a method that will not disturb the through lanes or interfere with traffic. All conduits shall be sufficient to withstand roadway loadings.

Initial: 

11. All section corners and ¼ section corners shall be protected. No pipeline or utility line shall cross an intersection diagonally. No liens shall cross within 50 feet of a ¼ section corner or 100' of a bridge.

Initial: 

12. Owners of all facilities shall be responsible, at their own expense, for decommissioning of sites. Roads and right-of-way shall be restored to the original condition or better.

Initial: 

13. All road crossings shall comply with all Department of Transportation and/or Oklahoma Corporation Commission pipeline safety standards rules and regulations in effect at the time of the permit.


Initial: 

14. All pipelines made of non-metallic materials must have a tracer wire installed so the pipeline can be located from above the ground.

Initial: 

15. Above ground water lines are temporary and shall be placed within three (3) feet of fence line or county right-of-way as not to disrupt road maintenance. All temporary water lines shall be marked or identified with a company contact number or sign at every county road crossing.

The type of temporary road crossing, either above the road surface or trenched, are at the discretion of the individual commissioner. Trenched lines shall be at sufficient depth as to not interfere with normal maintenance and shall be removed at applicant's expense. The owner, firm or company requesting the permit for temporary or permanent line(s) shall be responsible for all damages to county roads or right-of-way caused by such installation. Temporary installation permits are for a period of thirty (30) days. A new permit will be required for each thirty (30) day time period.

Initial: 

16. Any pipe or tin horns to be installed shall be a beveled end at a 45° angle with concrete end treatments. The commissioner shall approve proper diameter of pipe.

Initial: 

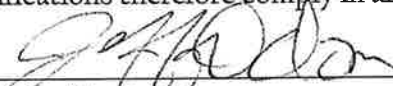
**FEE SCHEDULE**  
(Check must accompany permit)

Floodplain Inspection Fee (if necessary).....	\$50.00 each
Floodplain Oil & Gas Pipeline Burial Permit Fee .....	\$300.00 each
Floodplain Permit extension .....	1/2 of permit fee each
(all floodplain permits expire 6 months for original permit date)	
Road Bore - Permanent .....	\$1,000.00 each
Domestic or livestock water 3" diameter or less .....	N/C
Cut or trenched permanent.....	\$1,500.00 each
Temporary lines through culverts/bridges .....	\$1,500.00 each
Temporary buried line, cut or trenched .....	\$1,500.00 each
Temporary Road Crossing Bridge .....	\$1,500.00 each

**NOTE: FAILURE TO NOTIFY COMMISSIONERS OF HEAVY LOAD MOVEMENT OR IF A LINE OR SERVICE ENTRANCE IS PLACED IN COUNTY RIGHT-OF-WAY WITHOUT THE PROPER PERMIT(S) MAY RESULT IN A FINE UP TO \$5,000 PLUS COURT COSTS**

**PETITIONER/CONTRACTOR'S ATTESTMENT**

I hereby attest to the accuracy of the information contained on this application. I further certify that, in my professional opinion, the facility line is installed; the drawings, plans and specifications therefore comply in all respects with the requirement of said permit.

  
\_\_\_\_\_  
Petitioner/Contractor Signature

3/13/23  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

918 318 9986  
\_\_\_\_\_  
Phone Number

PERMIT APPROVAL

The undersigned Board of County Commissioners, Pittsburg County, do hereby grant the crossing described in the application hereinabove set forth; provided that, the same shall be subject to the terms and conditions of the application incorporated herein by this reference.

Approved on the 20<sup>th</sup> day of March, 2023.

Pittsburg County District # 3

Company Check# \_\_\_\_\_ Date of Check \_\_\_\_\_ Amount of Check \_\_\_\_\_

COMMISSIONERS COMMENTS/CHANGES:

Mast Trench

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

ATTEST:



[Signature]  
District 1 Commissioner

[Signature]  
District 2 Commissioner

[Signature]  
District 3 Commissioner

[Signature]  
County Clerk

**PITTSBURG COUNTY COMMISSIONER  
MARCH 20, 2023  
MINUTES**

The Board of County Commissioners, Pittsburg County, met in regular session on March 20, 2023 at 9:00 A.M., Meeting held in County Commissioners Conference Room, after proper notice and agenda were posted indicating time and date. Agenda was posted at 8:40 A.M., March 17, 2023.

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

Charlie Rogers	Present
Ross Selman	Absent
Kevin Smith	Present

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

**AYE:** Charlie Rogers  
Kevin Smith

**NAY:** None.

Motion Passed.

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

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

**AYE:** Charlie Rogers  
Kevin Smith

**NAY:** None.

Motion Passed.

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

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

Selman joined the meeting at 9:04.

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

AYE: Charlie Rogers  
Ross Selman  
Kevin Smith

NAY: None.

Motion Passed.

**C. OFFICIAL'S MONTHLY REPORTS:** None.

**D. BLANKET PURCHASE ORDERS:**

DEPT	PO	AMOUNT	VENDOR
District 3	8451	\$1,500.00	Kiamichi Automotive
Jail	8455	\$ 250.00	Atwood's
Sheriff	8456	\$1,300.00	Flower's Baking
Sheriff	8457	\$ 800.00	Hiland Dairy

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

AYE: Charlie Rogers  
Ross Selman  
Kevin Smith

NAY: None.

Motion Passed.

**8. UNFINISHED BUSINESS:**

**A. AWARD BID NO. 20, ONE (1) 2008 OR NEWER, 6-WHEEL DUMP TRUCK:** Rogers made a motion to award the bid to Harris Construction Services (HCS); seconded by Selman.

AYE: Charlie Rogers  
Ross Selman  
Kevin Smith

NAY: None.

Motion Passed.

**9. AGENDA ITEMS:**

**A. APPROVE/DISAPPROVE LICENSE NO. DACW 56-3-158 BETWEEN THE U.S.ARMY CORP. OF ENGINEERS AND DISTRICT 1 TO OPERATE & MAINTAIN THE ROAD, BOAT LAUNCHING RAMP & PARKING AREA FOR THE BOAT RAMP AT TATE'S TIMBERLINE BEACH, EMBRACED IN SECTION, TOWNSHIP 9 NORTH, RANGE 17 EAST:** Rogers made a motion to approve license; seconded by Selman.

AYE: Charlie Rogers  
Ross Selman  
Kevin Smith

NAY: None.

Motion Passed.

**B. RESOLUTION 23-238 TO CANCEL PURCHAE ORDERS - BOCC:** Rogers read the resolution stating purchase orders 0194, 2160, 2162, 3122, 3134, 3143, 4333, 4338, 4340, 5116, 5125, 5463, 5911, 6989, 0264, 4329, 4862, 7862, 0309, 0354, 0553, 0950, 3042, 3381, 4345, 5048, 5101 and 6750. Selman made a motion to cancel the purchase orders; seconded by Rogers.

AYE: Charlie Rogers  
Ross Selman  
Kevin Smith

NAY: None.

Motion Passed.

**C. RESOLUTION 23-239 TO ADVERTISE FOR ONEE (1) NEW BELLY DUMP TRAILER LEASE PURCHASE WITH FINANCING INCLUDED – DISTRICT 3:** Rogers read the resolution. Rogers made a motion to approve the resolution; seconded by Smith.

AYE: Charlie Rogers  
Ross Selman  
Kevin Smith

NAY: None.

Motion Passed.

**D. RESOLUTION 23-240 TO TRANSFER INVENTORY TO DISTRICT 1 - TREASURER:** Rogers read the resolution stating the following item.

DESCRIPTION	INVENTORY #
End-Table Cherry	C-114-15

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

AYE: Charlie Rogers  
Ross Selman  
Kevin Smith

NAY: None.

Motion Passed.

**E. RESOLUTION 23-241 TO CANCEL PURCHASE ORDER – DISTRICT 3:** Rogers read the resolution stating purchase order 8239. Rogers made a motion to cancel the purchase order; seconded by Selman.

AYE: Charlie Rogers  
Ross Selman  
Kevin Smith

NAY: None.

Motion Passed.

**F. RESOLUTION 23-242 TO CANCEL PURCHASE ORDER UNION CHAPPELL FD:** Rogers read the resolution stating purchase order 825. Rogers made a motion to cancel the purchase order; seconded by Smith.

AYE: Charlie Rogers  
Ross Selman  
Kevin Smith

NAY: None.

Motion Passed.

**10. ROAD CROSSING PERMIT:**

**A. 23.022, CITY OF KREBS (RESIDENTIAL WATERLINE) – DISTRICT 3:** Selman made a motion to approve the road crossing permit as trenched not dug; seconded by Smith.

AYE: Charlie Rogers  
Ross Selman  
Kevin Smith

NAY: None.

Motion Passed.

**11. NEW BUSINESS:**

**A. CONSIDERATION AND POSSIBLE ACTION WITH RESPECT TO ANY OTHER MATTERS NOT KNOWN ABOUT OR WHICH COULD NOT HAVE BEEN FORSEEN PRIOR TO POSTING THIS AGENDA:** None.



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

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

**NAY:** None.

Motion Passed. Meeting Recessed.

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

Charlie Rogers	Present
Ross Selman	Present
Kevin Smith	Present

**12. 10:00 A.M. – PUBLIC HEARINGS:**

**A. ESTABLISH OF A CEMETERY IN SECTION 26, TOWNSHIP 7 NORTH, RANGE 16 EAST – DISTRICT 1:** James Nooner who requested the cemetery was present for the public hearing. No one was present against the cemetery. Smith explained that the board could not take action today and that an item for action will be placed on next week’s agenda.

**13. 10:00 A.M. – BID OPENINGS:**

**A. BID NO. 18. LABOR AND MATERIALS TO INSTALL INSULATION:** The following bids were received.

VENDOR	AMOUNT
Thrice Energy Solutions	\$630,000.00
MOFO Insulation	\$698,000.00 (Did not attend pre-bid conf)
Scorpion Spray Foam Insulation	\$255,280.00 (Did not attend pre-bid conf)

No action taken.

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

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

**NAY:** None.

Motion Passed. Meeting Adjourned.

# Purchase Orders By Account

Fiscal Year : 2022-2023

Date Range: 03/20/2023 to 03/20/2023

PO	Warrant No.	Vendor Name	Purpose	Amount
<b>ARPA 2021</b>				
<b>1566-1-2000-2005</b>				
008183	000106	MCALESTER NEWS CAPITAL & DEM.	PUBLICATION	\$ 69.02
			<b>Total:</b>	<b>\$ 69.02</b>
<b>Drug Court</b>				
<b>7206-1-1900-2005</b>				
008340	000134	AT&T	MONTHLY SERVICE	\$ 83.02
008342	000135	MCINTOSH CO. YOUTH & FAMILY RES	OFFICE RENTAL	\$ 175.00
008343	000136	MILLER OFFICE EQUIPMENT	COPIER MAINTENANCE	\$ 83.11
008344	000137	CANON FINANCIAL SERVICES	COPIER LEASE	\$ 145.00
008345	000138	AT&T	MONTHLY SERVICE	\$ 315.00
			<b>Total:</b>	<b>\$ 801.13</b>
<b>Econ Dev Trust</b>				
<b>7603-4-0500-2005</b>				
006210	000278	OSU-CTP	TRAINING	\$ 40.00
006317	000279	IMPERIAL INC.	CONCESSION SUPPLIES	\$ 153.80
008347	000280	ALL ABOUT U PLUMBING	PLUMBING REPAIRS	\$ 125.00
008373	000281	PEPSI-COLA BOTTLING CO.	CONCESSION SUPPLIES	\$ 1,605.20
008430	000282	PLANCARTE, SOLEDAD	SECURITY DEPOSIT RET	\$ 300.00
008431	000283	RUSHING, DANSI	SECURITY DEPOSIT RET	\$ 50.00
007037	000284	BANK OF AMERICA	CASH REGISTER	\$ 499.98
007394	000285	BANK OF AMERICA	CONCESSION SUPPLIES	\$ 237.73
			<b>Total:</b>	<b>\$ 3,011.71</b>
<b>Emergency Mgmt</b>				
<b>1212-2-2700-2005</b>				
008338	000216	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 1,066.55
			<b>Total:</b>	<b>\$ 1,066.55</b>
<b>1212-2-2700-4110</b>				
007138	000217	BANK OF AMERICA	CAMERA ETC.	\$ 3,996.14
			<b>Total:</b>	<b>\$ 3,996.14</b>

PO	Warrant No.	Vendor Name	Purpose	Amount
<b>General</b>				
0001-1-0100-2005				
008448	003117	EVANS, KRISTY	TRANSCRIPTS	\$ 108.50
			<b>Total:</b>	<b>\$ 108.50</b>
0001-1-0600-2005				
007808	003118	STAPLES CREDIT PLAN	OFFICE SUPPLIES	\$ 574.97
008388	003119	COMPLIANCE RESOURCE GROUP	DRUG TESTING	\$ 42.00
			<b>Total:</b>	<b>\$ 616.97</b>
0001-1-2200-2005				
007156	003120	CROWDER SENIOR CITIZENS	POLL RENT	\$ 80.00
007157	003121	FIRST BAPTIST CHURCH	POLL RENT	\$ 80.00
007158	003122	CHURCH OF CHRIST	POLL RENT	\$ 80.00
007159	003123	AMERICAN LEGION	POLL RENT	\$ 80.00
007160	003124	CENTRAL CHRISTIAN CHURCH	POLL RENT	\$ 80.00
007161	003125	ASSEMBLY OF GOD CHURCH	POLL RENT	\$ 80.00
007162	003126	FIRST FREE WILL BAPTIST CHURCH	POLL RENT	\$ 80.00
007163	003127	LIVING WORD CHURCH	POLL RENT	\$ 80.00
007164	003128	NORTH TOWN CHURCH OF CHRIST	POLL RENT	\$ 80.00
007165	003129	BARCHEERS, BARBARA	POLL RENT	\$ 80.00
007166	003130	LIGHTHOUSE OF PRAYER CHURCH	POLL RENT	\$ 80.00
007167	003131	BLOCKER BAPTIST CHURCH	POLL RENT	\$ 80.00
007168	003132	NUMBER 9 COMMUNITY CENTER	POLL RENT	\$ 80.00
007169	003133	CANADIAN UNITED METHODIST CHUR	POLL RENT	\$ 80.00
007170	003134	HIGH HILL BAPTIST CHURCH	POLL RENT	\$ 80.00
007171	003135	HARTSHORNE CATHOLIC HALL	POLL RENT	\$ 80.00
007172	003136	BLUE FIRE DEPT.	POLL RENT	\$ 80.00
007173	003137	SHADY GROVE CHURCH	POLL RENT	\$ 80.00
007174	003138	TI VALLEY BAPTIST CHURCH	POLL RENT	\$ 80.00
007175	003139	THE CHURCH ON FLOWERY MOUNDS	POLL RENT	\$ 80.00
007176	003140	NEW HOPE CHURCH	POLL RENT	\$ 80.00
007177	003141	SCPIO COMMUNITY CENTER	POLL RENT	\$ 80.00
007178	003142	TANNEHILL FIRE DEPARTMENT	POLL RENT	\$ 80.00
007179	003143	RICHVILLE BAPTIST CHURCH	POLL RENT	\$ 80.00
			<b>Total:</b>	<b>\$ 1,920.00</b>
0001-1-3300-2005				
008069	003144	BIZ-TEL	CAMERA REPAIR	\$ 489.00
008368	003145	TISDAL & O HARA	LEGAL SERVICES	\$ 30.00
008389	003146	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 209.41
			<b>Total:</b>	<b>\$ 728.41</b>

PO	Warrant No.	Vendor Name	Purpose	Amount
<b>General</b>				
<b>0001-2-0400-2005</b>				
005875	003147	COMDATA	FUEL	\$ 10,000.00
006781	003148	COMDATA	FUEL	\$ 10,000.00
007007	003149	COMDATA	FUEL	\$ 2,377.53
007914	003150	COMDATA	FUEL	\$ 1,581.17
			<b>Total:</b>	<b>\$ 23,958.70</b>
<b>0001-2-0400-2012</b>				
008305	003151	SGC FOODSERVICE	INMATE GROCERIES	\$ 1,521.04
008306	003152	PERFORMANCE FOODSERVICE - LITT	INMATE GROCERIES	\$ 1,780.33
008380	003153	SGC FOODSERVICE	INMATE GROCERIES	\$ 2,221.18
			<b>Total:</b>	<b>\$ 5,522.55</b>
<b>0001-2-6300-2005</b>				
001779	003154	OSU-CTP	TRAINING	\$ 130.00
			<b>Total:</b>	<b>\$ 130.00</b>
<b>0001-5-0900-1110</b>				
008437	003155	OSU COOPERATIVE EXTENSIVE SER.	PERSONAL SERVICES	\$ 16,811.59
			<b>Total:</b>	<b>\$ 16,811.59</b>
<b>0001-6-0800-1310</b>				
008313	003156	CRENSHAW, SANDRA	TRAVEL	\$ 109.99
			<b>Total:</b>	<b>\$ 109.99</b>
<b>0001-6-0800-2005</b>				
000638	003157	OSU-CTP	TRAINING	\$ 130.00
000639	003158	OSU-CTP	TRAINING	\$ 130.00
008107	003159	AMERICAN STAMP & MARKING PROD.	NOTARY STAMP	\$ 44.64
008144	003160	STAPLES ADVANTAGE	OFFICE SUPPLIES	\$ 69.24
008416	003161	SECRETARY OF STATE	NOTARY FILING FEE	\$ 10.00
007434	003162	BANK OF AMERICA	NAME PLATES	\$ 74.16
			<b>Total:</b>	<b>\$ 458.04</b>
<b>Health</b>				
<b>1216-3-5000-2005</b>				
006899	000277	SAFE KIDS WORLDWIDE	TRAINING	\$ 190.00
007357	000278	OUHSC-DEPARTMENT OF PEDIATRICS	MANUALS	\$ 160.00
007581	000279	AMAZON CAPITAL SERVICES INC.	PROGRAM SUPPLIES	\$ 42.96
007654	000280	AMAZON CAPITAL SERVICES INC.	STORAGE CONTAINERS	\$ 153.33

PO	Warrant No.	Vendor Name	Purpose	Amount
<b>Health</b>				
<b>1216-3-5000-2005</b>				
007655	000281	THE HOME DEPOT PRO	JANITORIAL SUPPLIES	\$ 515.34
007741	000282	AMAZON CAPITAL SERVICES INC.	LAPTOP CASE	\$ 28.92
007783	000283	STAPLES ADVANTAGE	OFFICE SUPPLIES	\$ 46.74
007784	000284	AMAZON CAPITAL SERVICES INC.	PROGRAM SUPPLIES	\$ 63.96
007902	000285	AMAZON CAPITAL SERVICES INC.	STORAGE CONTAINERS	\$ 91.48
008075	000286	AMAZON CAPITAL SERVICES INC.	PROGRAM SUPPLIES	\$ 7.95
008076	000287	STAPLES ADVANTAGE	OFFICE SUPPLIES	\$ 1,125.14
008077	000288	SANOFI PASTEUR INC	VACCINES	\$ 479.86
008136	000289	PITSTOP LOCK & SAFE	LOCKS	\$ 103.60
008177	000290	AMAZON CAPITAL SERVICES INC.	LAPTOP CASE	\$ 28.92
008210	000291	WALMART COMMUNITY CARD	PAINT ETC	\$ 44.94
008211	000292	ROBERTS WINDOW TINTING	WINDOW TINT	\$ 150.00
008212	000293	AMAZON CAPITAL SERVICES INC.	MICROPHONE ETC.	\$ 209.93
008300	000294	AMAZON CAPITAL SERVICES INC.	EDUCATIONAL MATERIAL	\$ 42.95
008302	000295	AMAZON CAPITAL SERVICES INC.	LAPTOP CASE	\$ 99.98
008332	000296	STAPLES ADVANTAGE	OFFICE SUPPLIES	\$ 466.83
008410	000297	TSHA INC	INTERPRETER	\$ 507.38
			<b>Total:</b>	<b>\$ 4,560.21</b>
<b>Highway</b>				
<b>1102-6-4100-2005</b>				
007762	002287	MILLER OFFICE EQUIPMENT	COPIER MAINTENANCE	\$ 510.66
008255	002288	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 315.10
008378	002289	OKLA. NATURAL GAS COMPANY	MONTHLY SERVICE	\$ 155.85
008379	002290	OKLA. NATURAL GAS COMPANY	MONTHLY SERVICE	\$ 128.17
			<b>Total:</b>	<b>\$ 1,109.78</b>
<b>1102-6-4300-1310</b>				
008311	002291	SELMAN, WILLIAM R.	TRAVEL	\$ 216.25
008312	002292	ROGERS, CHARLES E.	TRAVEL	\$ 206.50
			<b>Total:</b>	<b>\$ 422.75</b>
<b>1102-6-4300-2005</b>				
007254	002293	UNIFIRST FIRST AID CORP	FIRST AID SUPPLIES	\$ 84.90
007863	002294	LOWES	CONCRETE SUPPLIES	\$ 395.68
007892	002295	DOLESE	1 1/2" CRUSHER RUN	\$ 4,950.76
007956	002296	T.H. ROGERS	TOOLS & SHOP SUPPLIE	\$ 343.54
007978	002297	BIZ-TEL	INTERNET REPAIR	\$ 220.00
007995	002298	WELDON PARTS INC.	BRAKE PARTS	\$ 25.85
007999	002299	SUNBELT EQUIPMENT	12" STEEL PIPE	\$ 9,182.90
008015	002300	WARREN POWER & MACHINERY INC.	WEAR STRIPS	\$ 267.96

PO	Warrant No.	Vendor Name	Purpose	Amount
<b>Highway</b>				
<b>1102-6-4300-2005</b>				
008016	002301	TWIN CITIES READY MIX	CONCRETE BLOCK	\$ 3,840.00
008105	002302	STANDARD MACHINE & WELDING	HYDRAULIC HOSE ETC.	\$ 20.00
008145	002303	WARREN POWER & MACHINERY INC.	EQUIPMENT PARTS	\$ 300.96
007196	002307	BANK OF AMERICA	LODGING	\$ 122.00
<b>Total:</b>				<b>\$ 19,754.55</b>
<b>1102-6-4300-4110</b>				
008237	002304	GRAHAM AUCTIONEERS	EQUIPMENT PURCHASE	\$ 10,762.50
008425	002305	ARMSTRONG BANK	LEASE PAYMENT	\$ 44,867.25
<b>Total:</b>				<b>\$ 55,629.75</b>
<b>1102-6-6520-2005</b>				
007789	002306	SOUTHEASTERN TRUCK & TRAILER	BRAKE PARTS	\$ 46.83
<b>Total:</b>				<b>\$ 46.83</b>
<b>Hwy-ST</b>				
<b>1313-6-8040-2005</b>				
006152	001706	MUSKOGEE SAND COMPANY INC	CLASS A SAND	\$ 4,880.39
006228	001707	LOWES	SHOVELS ETC	\$ 99.96
006471	001708	MUSKOGEE SAND COMPANY INC	CLASS A SAND	\$ 4,940.10
007773	001709	DOLESE	3/8" #2 COVER CHIPS	\$ 8,520.75
008079	001710	RAM INC	PROPANE	\$ 349.60
008141	001711	STAPLES ADVANTAGE	OFFICE SUPPLIES	\$ 363.66
008176	001712	DOLESE	SAND	\$ 6,171.31
008187	001713	UNITED PACKAGING & SHIPPING	SHIPPING	\$ 177.71
008354	001714	WELDON PARTS INC.	TUBING	\$ 7.40
008355	001715	WELDON PARTS INC.	FITTINGS	\$ 20.18
008429	001716	VYVE BROADBAND	MONTHLY SERVICE	\$ 278.88
008436	001717	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 1,313.87
<b>Total:</b>				<b>\$ 27,123.81</b>
<b>1313-6-8041-2005</b>				
007387	001718	DOLESE	1 1/2" CRUSHER RUN	\$ 4,975.25
008152	001719	RAM INC	FUEL	\$ 3,054.17
008173	001720	WARREN POWER & MACHINERY INC.	FILTERS	\$ 129.30
008174	001721	DOUGHERTYS PHARMACY	POISON IVY/OAK TREAT	\$ 200.00
008182	001722	PUTMAN, RICKY	ANTIFREEZE ETC	\$ 1,032.95
008189	001723	RAM INC	FUEL	\$ 3,913.91
008202	001724	FREEDOM FORD	FUEL LINE	\$ 1,474.73
008296	001725	AIRGAS	CYLINDER RENTALS	\$ 281.80

PO	Warrant No.	Vendor Name	Purpose	Amount
<b>Hwy-ST</b>				
<b>1313-6-8041-2005</b>				
008307	001726	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 117.02
008327	001727	T & W TIRE	TIRES & SERVICES	\$ 1,019.79
008337	001728	KIAMICHI AUTOMOTIVE WAREHOUSE	BATTERIES	\$ 487.98
006595	001748	BANK OF AMERICA	LODGING	\$ 122.00
			<b>Total:</b>	<b>\$ 16,808.90</b>
<b>1313-6-8041-4110</b>				
008236	001729	GRAHAM AUCTIONEERS	PRESSURE WASHER ET	\$ 11,275.00
			<b>Total:</b>	<b>\$ 11,275.00</b>
<b>1313-6-8042-2005</b>				
006977	001730	OTA PIKEPASS	TOLL CHARGES	\$ 3.90
			<b>Total:</b>	<b>\$ 3.90</b>
<b>1313-6-8043-2005</b>				
005831	001731	JAMES SUPPLIES	WELDING SUPPLIES	\$ 464.12
006315	001732	PEPSI-COLA BOTTLING CO.	BOTTLED WATER	\$ 279.00
006376	001733	WARREN POWER & MACHINERY INC.	WINDSHIELD REPLACEM	\$ 663.60
007141	001734	HOLIDAY INN EXPRESS, ELK CITY	LODGING	\$ 588.00
007484	001735	KIAMICHI AUTOMOTIVE WAREHOUSE	PARTS & SHOP SUPPLIE	\$ 974.66
007878	001736	WARREN POWER & MACHINERY INC.	DRAIN KIT	\$ 20.43
007882	001737	RAM INC	DIESEL	\$ 3,272.85
007888	001738	LOWES	SEALANT ETC	\$ 130.40
007889	001739	LOWES	SEALANT ETC	\$ 586.53
007893	001740	QUALITY AUTOMOTIVE & TRANSMISSI	TRANSMISSION REPAIR	\$ 7,500.00
008162	001741	KIRBY SMITH INC.	BITS	\$ 3,787.26
008172	001742	ARCBEST	FREIGHT	\$ 512.58
008179	001743	RAM INC	FUEL	\$ 5,640.80
008253	001744	ATWOODS	STRAPS	\$ 963.80
008308	001745	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 616.58
008309	001746	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 94.86
			<b>Total:</b>	<b>\$ 26,095.47</b>
<b>1313-6-8043-4110</b>				
008238	001747	GRAHAM AUCTIONEERS	EQUIPMENT PURCHASE	\$ 69,187.50
			<b>Total:</b>	<b>\$ 69,187.50</b>

**Jail-ST**

PO	Warrant No.	Vendor Name	Purpose	Amount
<b>Jail-ST</b>				
1315-2-8034-2005	008334	000682	PUBLIC SERVICE CO. OF OKLAHOMA	
			MONTHLY SERVICE	\$ 5,302.61
			<b>Total:</b>	<b>\$ 5,302.61</b>
<b>Rural Fire-ST</b>				
1321-2-8201-4110	004662	000824	BANNER FIRE EQUIPMENT	
			EXTRICATION TOOLS	\$ 28,465.00
			<b>Total:</b>	<b>\$ 28,465.00</b>
1321-2-8205-2005	006787	000825	COMDATA	
			FUEL	\$ 45.85
	008259	000826	COMPLIANCE RESOURCE GROUP	
			DRUG TESTING	\$ 32.00
			<b>Total:</b>	<b>\$ 77.85</b>
1321-2-8207-2005	008401	000827	OKLA. NATURAL GAS COMPANY	
			MONTHLY SERVICE	\$ 200.87
	008402	000828	COMPLIANCE RESOURCE GROUP	
			DRUG TESTING	\$ 32.00
			<b>Total:</b>	<b>\$ 232.87</b>
1321-2-8208-2005	008314	000829	PENGUIN MANAGEMENT INC.	
			PAGING SERVICE	\$ 212.14
			<b>Total:</b>	<b>\$ 212.14</b>
1321-2-8212-2005	008408	000830	CITY OF MCALESTER	
			MONTHLY SERVICE	\$ 87.08
			<b>Total:</b>	<b>\$ 87.08</b>
1321-2-8215-2005	008363	000831	PUBLIC SERVICE CO. OF OKLAHOMA	
			MONTHLY SERVICE	\$ 233.67
	008364	000832	AT&T	
			MONTHLY SERVICE	\$ 255.57
			<b>Total:</b>	<b>\$ 489.24</b>
1321-2-8217-2005	008407	000833	PENGUIN MANAGEMENT INC.	
			PAGING SERVICE	\$ 212.14
			<b>Total:</b>	<b>\$ 212.14</b>
1321-2-8218-2005	008258	000834	PUBLIC SERVICE CO. OF OKLAHOMA	
			MONTHLY SERVICE	\$ 61.03
			<b>Total:</b>	<b>\$ 61.03</b>



PO	Warrant No.	Vendor Name	Purpose	Amount
<b>Rural Fire-ST</b>				
<b>1321-2-8219-2005</b>				
008335	000835	PENGUIN MANAGEMENT INC.	PAGING SERVICE	\$ 212.14
008391	000836	OKLA. STATE FIREFIGHTERS ASSOCIA	MEMBERSHIP DUES	\$ 700.00
		<b>Total:</b>	<b>\$ 912.14</b>	
<b>1321-2-8220-2005</b>				
008404	000837	PENGUIN MANAGEMENT INC.	PAGING SERVICE	\$ 212.14
		<b>Total:</b>	<b>\$ 212.14</b>	
<b>1321-2-8221-2005</b>				
006313	000838	CASCO INDUSTRIES	FIRE BOOTS ETC	\$ 4,120.00
008360	000839	PENGUIN MANAGEMENT INC.	PAGING SERVICE	\$ 212.14
		<b>Total:</b>	<b>\$ 4,332.14</b>	
<b>1321-2-8222-2005</b>				
008444	000840	PENGUIN MANAGEMENT INC.	PAGING SERVICE	\$ 212.14
		<b>Total:</b>	<b>\$ 212.14</b>	
<b>1321-2-8223-2005</b>				
008439	000841	B & H TRUCK SERVICE LLC	VALVES ETC	\$ 234.26
		<b>Total:</b>	<b>\$ 234.26</b>	
<b>1321-2-8224-2005</b>				
008415	000842	PENGUIN MANAGEMENT INC.	PAGING SERVICE	\$ 212.14
		<b>Total:</b>	<b>\$ 212.14</b>	
<b>1321-2-8225-2005</b>				
006797	000843	COMDATA	FUEL	\$ 238.44
008442	000844	RURAL WATER DIST #18	MONTHLY SERVICE	\$ 200.00
008443	000845	OKLA. NATURAL GAS COMPANY	MONTHLY SERVICE	\$ 212.29
		<b>Total:</b>	<b>\$ 650.73</b>	
<b>1321-2-8226-2005</b>				
008304	000846	PENGUIN MANAGEMENT INC.	PAGING SERVICE	\$ 212.14
		<b>Total:</b>	<b>\$ 212.14</b>	
<b>1321-2-8227-2005</b>				
008394	000847	T & W TIRE	TIRES	\$ 1,179.00
008395	000848	US CELLULAR	MONTHLY SERVICE	\$ 115.36
008396	000849	T & W TIRE	TIRES	\$ 1,179.00

PO	Warrant No.	Vendor Name	Purpose	Amount
<b>Rural Fire-ST</b>				
1321-2-8227-2005			<b>Total:</b>	<b>\$ 2,473.36</b>
1321-2-8229-2005				
008409	000850	PENGUIN MANAGEMENT INC.	PAGING SERVICE	\$ 212.14
			<b>Total:</b>	<b>\$ 212.14</b>
<b>SH Commissary</b>				
1223-2-0400-2005				
008099	000215	COMMISSARY EXPRESS	INHOUSE COMMISSARY	\$ 3,465.62
008221	000216	MUSKOGEE COMMUNICATIONS	RADIO EQUIPMENT	\$ 380.00
008257	000217	T & W TIRE	TIRES	\$ 302.75
008333	000218	MUSKOGEE COMMUNICATIONS	RADIO EQUIPMENT	\$ 6,272.00
008384	000219	COMMISSARY EXPRESS	INHOUSE COMMISSARY	\$ 4,620.94
007371	000220	BANK OF AMERICA	BOOTS	\$ 130.94
			<b>Total:</b>	<b>\$ 15,172.25</b>
<b>SH Forf</b>				
1225-2-0400-2005				
008326	000008	US CELLULAR	MONTHLY SERVICE	\$ 98.25
			<b>Total:</b>	<b>\$ 98.25</b>
<b>SH Svc Fee</b>				
1226-2-0400-2005				
008323	001471	OUTLAW TOWING & RECOVERY	TOWING	\$ 243.82
007381	001497	BANK OF AMERICA	IPAD ACCESSORIES	\$ 232.48
			<b>Total:</b>	<b>\$ 476.30</b>
1226-2-0400-2012				
007265	001472	FLOWERS BAKING CO. OF DENTON	INMATE GROCERIES	\$ 833.92
007266	001473	HILAND DAIRY	INMATE GROCERIES	\$ 692.00
			<b>Total:</b>	<b>\$ 1,525.92</b>
1226-2-3400-2005				
005876	001474	COMDATA	FUEL	\$ 1,493.43
005934	001475	MEDLINE INDUSTRIES INC	MEDICAL SUPPLIES	\$ 186.65
006365	001476	ATWOODS	MAINTENANCE SUPPLIE	\$ 172.67

PO	Warrant No.	Vendor Name	Purpose	Amount
<b>SH Svc Fee</b>				
<b>1226-2-3400-2005</b>				
006782	001477	COMDATA	FUEL	\$ 1,716.61
006924	001478	AMAZON CAPITAL SERVICES INC.	BOOTS	\$ 245.99
007098	001479	BADGEANDWALLET.COM	BADGE HOLDERS	\$ 276.00
007868	001480	BEMAC SUPPLY	PLUMBING REPAIRS	\$ 1,963.62
008222	001481	MUSKOGEE COMMUNICATIONS	INSTALL RADIO	\$ 150.00
008315	001482	JAMESCO ENTERPRISES LLC	JANITORIAL SUPPLIES	\$ 230.12
008316	001483	DIAMOND ELECTRIC	JAIL MAINTENANCE WOR	\$ 531.68
008318	001484	JAMESCO ENTERPRISES LLC	JANITORIAL SUPPLIES	\$ 880.52
008320	001485	BROOKS GREASE SERVICE INC.	GREASE REMOVAL	\$ 325.00
008322	001486	MEDLINE INDUSTRIES INC	FIRST AID SUPPLIES	\$ 613.12
008324	001487	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 39.26
008325	001488	VYVE BROADBAND	MONTHLY SERVICE	\$ 368.76
008375	001489	MUSKOGEE COMMUNICATIONS	INSTALL RADIO ETC.	\$ 180.00
008376	001490	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 93.30
008381	001491	BEMAC SUPPLY	PLUMBING SUPPLIES	\$ 429.60
008417	001492	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 117.73
008418	001493	PENROD, MELINDA	CONTRACT LABOR	\$ 800.00
008419	001494	HOLMANS FAST LUBE	OIL CHANGES	\$ 218.93
008420	001495	WALMART COMMUNITY CARD	JAIL SUPPLIES	\$ 79.60
008434	001496	CITY OF MCALESTER	COMPUTER SOFTWARE	\$ 9,531.25
			<b>Total:</b>	<b>\$ 20,643.84</b>
<b>1226-2-3400-2030</b>				
007330	001498	BANK OF AMERICA	MEDICAL SUPPLIES	\$ 55.77
			<b>Total:</b>	<b>\$ 55.77</b>
			<b>Grand Total:</b>	<b>\$ 374,103.37</b>