



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

DATE: May 8, 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 from May 1, 2023

5. RECOGNITION OF GUEST/PUBLIC COMMENTS

PERSONS ADDRESSING THE BOARD SHOULD STATE THEIR NAME AND ADDRESS FOR THE RECORD AND WILL BE LIMITED IN DURATION AT THE DISCRETION OF THE CHAIRMAN, COMMENTS ARE LIMITED TO ITEMS ON THE AGENDA. ANY COMMENTS BY THE PUBLIC ON ITEMS NOT ON THE AGENDA CANNOT BE ACKNOWLEDGED OR DISCUSSED BUT CAN BE PLACED ON AN UPCOMING AGENDA FOR DISCUSSION AND POSSIBLE ACTION.

6. OFFICIALS – DEPARTMENT REPORTS

A. COMMISSIONERS

- i. American Rescue Plan Act (ARPA) Projects and Expenditures Report for Reporting Period Ending March 31, 2023
 - ii. Juvenile Detention Report for April, 2023
- B. ANIMAL SHELTER
- i. Director's Report for April 2023

7. FISCAL TRANSACTIONS

- A. Claims and Purchase Orders
- B. Transfers
- C. Monthly Reports
- D. Blanket Purchase Orders

FILED

MAY 05 2023

TIME 8:39

AM
PM
HOPE TRAMMELL, COUNTY CLERK
PITTSBURG COUNTY

BY _____ DEPUTY

8. UNFINISHED BUSINESS

- A. Award/Reject Bid No. 23, Labor and Materials to Replace or Retrofit Lighting to LED for the Pittsburgh County Fairgrounds

9. AGENDA ITEMS

- A. Discussion, Consideration and Action to Approve/Disapprove Subscription Agreement between Pittsburgh County and DrugPak, LLC for drug testing management software
- B. Resolution 23-283 to Declare Surplus, to be sold by sealed bid – Canadian VFD
- C. Resolution 23-284 to Advertise for Bids to Replace all carpet at the Pittsburgh County Health Department
- D. Resolution 23-285 to Approve Updated Appraised Values for all County Buildings and Structures for insurance purposes through the Association of County Commissioners of Oklahoma (ACCO) Self-Insured Group (SIG)
- E. Resolution 23-286 to Declare Surplus, to be sold at the McAlester Auto Auction – Sheriff
- F. Resolution 23-287 to Approve Change Order for the EXPO Roof/HVAC Project, ARPA Project No. 21.004 Contract with Stone Electric
- G. Discussion, Consideration and Action to Approve/Disapprove Section 125 Flexible Benefit Plan Adoption Agreement between Pittsburgh County and American Fidelity Assurance Company for Plan Management for Fiscal Year ending June 30, 2024
- H. Discussion, Consideration and Action to Approve/Disapprove Renewal Addendum to the Benefit Program Application between Pittsburgh County and Blue Cross Blue Shield of Oklahoma for employee health insurance for Fiscal Year ending June 30, 2024
- I. Discussion, Consideration and Action to Approve/Disapprove Invoice No. 5 and No. 6 to Tisdal and O'Hara for Professional Services - Assessor

10. ROAD CROSSING PERMITS

None.

11. NEW BUSINESS

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

12. 10:00 A.M. – PUBLIC HEARINGS

None.

13. 10:00 A.M. – BID OPENINGS

None.

14. RECESS OR ADJOURNMENT



BOCC Chief Deputy

PITTSBURG COUNTY COMMISSIONER
MAY 8, 2023
MEETING MINUTES

The Board of County Commissioners, Pittsburg County, met in regular session on May 8, 2023 at 9:00 A.M., Meeting held in the County Commissioners Conference Room, after proper notice and agenda were posted indicating time and date. Agenda was posted at 8:39 A.M., May 5, 2023.

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

2. ROLL CALL: Roll was called.

Charlie Rogers	Present
Ross Selman	Present
Kevin Smith	Absent

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

AYE: Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

4. APPROVE/DISAPPROVE MINUTES FROM:

A. REGULAR MEETING, MAY 1, 2023: The minutes from the previous meeting, May 1, 2023 regular meeting were read. Selman made a motion to approve the minutes; seconded by Rogers.

AYE: Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

5. RECOGNITION OF GUESTS/PUBLIC COMMENTS: None.

6. OFFICIALS – DEPARTMENT REPORTS:

A. COMMISSIONERS:

- i. AMERICAN RESCUE PLAN ACT (ARPA) PROJECTS AND EXPENDITURES REPORT FO REPORTING PERIOD ENDING MARCH 31, 2023:** The board reviewed the expenditures report.
- ii. JUVENILE DETENTION CENTER REPORT FOR APRIL 2023:** The board reviewed the juvenile detention center report.

B. ANIMAL SHELTER:

i. DIRECTOR'S REPORT FOR APRIL 2023: Michele Van Pelt presented that April animal shelter report. The board reviewed the report.

7. FISCAL TRANSACTIONS:

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

AYE: Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

B. TRASFERS: Rogers made a motion to approve all transfers; seconded by Selman.

AYE: Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

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

AYE: Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

D. BLANKET PURCHASE ORDERS:

DEPT	PO	AMOUNT	VENDOR
District 2	10078	\$1,500.00	Kiamichi Automotive
District 2	10073	\$1,000.00	Unifirst

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

AYE: Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

8. UNFINISHED BUSINESS:

A. AWARD/REJECT BID NO. 23, LABOR AND MATERIALS TO REPLACE OR RETROFIT LIGHTING TO LED FOR THE PITTSBURG COUNTY FAIRGROUNDS:
Selman made a motion to award the bid to Entegrity; seconded by Rogers.

AYE: Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

9. AGENDA ITEMS:

A. DISCUSSION, CONSIDERATION AND ACTION TO APPROVE/DISAPPROVE SUBSCRIPTION AGREEMENT BETWEEN PITTSBURG COUNTY AND DRUGPAK, LLC FOR DRUG TESTING MANAGEMENT SOFTWARE: Sandra Crenshaw stated that the county has used the software before and would like to have the software again for testing tracking. Selman made a motion to approve the agreement; seconded by Rogers.

AYE: Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

B. RESOLUTION 23-283 TO DECLARE SURPLUS, TO BE SOLD BY SEALED BID – CANADIAN VFD: Rogers read the resolution stating the following item.

DESCRIPTION	VIN#
1989 Ford FN(9 Truck	1FTYW90W5KVA61179

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

AYE: Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

C. RESOLUTION 23-284 TO ADVERTISE FOR BIDS TO REPLACE ALL CARPET AT THE PITTSBURG COUNTY HEALTH DEPARTMENT: Rogers read the resolution.
Rogers made a motion to approve the resolution; seconded by Selman.

AYE: Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

D. RESOLUTION 23-285 TO APPROVE UPDATED APPRAISAL VALUES FOR ALL COUNTY BUILDINGS AND STRUCTURES FOR INSURANCE PURPOSES THROUGH THE ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA (ACCO) SELF INSURED GROUP (SIG): Rogers made a motion to approve the resolution; seconded by Selman.

AYE: Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

ERESOLUTION 23-286 TO DECLARE SURPLUS, TO BE SOLD AT THE MCALESTER AUTO AUCTION - SHERIFF: Rogers read the resolution stating the following item.

DESCRIPTION	ITEM#	SERIAL/VIN#
2013 Ford 1/2 Ton Crew Cab 4X4	B-789	1FTTFW1EF4DKD91448

Rogers made a motion to approve; seconded by Selman.

AYE: Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

F. RESOLUTION 23-287 TO APPROVE CHANGE ORDER FOR THE EXPO ROOF/HVAC PROJECT, ARPA PROJECT NO. 21.004 CONTRACT WITH STONE ELECTRIC: Rogers read the resolution. Selman made a motion to approve the resolution; seconded by Rogers.

AYE: Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

G. DISCUSSION, CONSIDERATION AND ACTION TO APPROVE/DISAPPROVE SECTION 125 FLEXIBLE BENEFITS PLAN ADOPTION AGREEMENT BETWEEN PITTSBURG COUNTY AND AMERICAN FIDELITY ASSURANCE COMPANY FOR PLAN MANGEMENT FOR FISCAL YEAR ENDING JUNE 30, 2024: Hope Trammell explained the agreement. Selman made a motion to approve the agreement; seconded by Rogers.

AYE: Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

H. DISCUSSION, CONSIDERATION AND ACTION TO APPROVE/DISAPPROVE RENEWAL ADDENDUM TO THE BENEFIT PROGRAM APPLICATION BETWEEN PITTSBURG COUNTY AND BLUE CROSS BLUE SHILED OF OKLAHOMA FOR EMPLOYEE HEALTH INSURANCE FOR FISCAL YEAR ENDING JUNE 30, 2024:
Selman made a motion to table the item from agenda; seconded by Rogers.

AYE: Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

I. DISCUSSION, CONSIDERATION AND ACTION TO APPROVE/DISAPPROVE INVOICE NO. 5 AND NO. 6 TO TISDAL AND O'HARA FOR PROFESSIONAL SERVICES - ASSESSOR: Michelle Fields the invoices. Selman made a motion to approve the payment of invoices; seconded by Rogers.

AYE: Charlie Rogers
Ross Selman

NAY: None.

Motion Passed.

10. ROAD CROSSING PERMITS: None.

11. NEW BUSINESS:

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

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

13. 10:00 A.M. - BID OPENINGS: None.

Pittsburg County Commissioners Minutes

May 8, 2023

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

AYE: Charlie Rogers
Ross Selman

NAY: None.

Motion Passed. Meeting Adjourned.

Purchase Orders By Account

Fiscal Year : 2022-2023

Date Range: 05/08/2023 to 05/08/2023

PO	Warrant No.	Vendor Name	Purpose	Amount
ARPA 2021				
1566-1-2000-4110				
002860	000121	SHI INTERNATIONAL CORP.	SECURITY SYSTEM	\$ 110,324.46
009064	000122	WASTE EQUALS	BASKETBALL GOAL	\$ 5,000.00
			Total:	\$ 115,324.46
CBRI				
1103-6-4100-2075				
009508	000034	THE RAILROAD YARD	STEEL PIPE	\$ 12,724.71
			Total:	\$ 12,724.71
Drug Court				
7206-1-1900-2005				
009934	000160	US CELLULAR	MONTHLY SERVICE	\$ 73.82
009935	000161	AT&T	MONTHLY SERVICE	\$ 330.00
009978	000162	CANON FINANCIAL SERVICES	COPIER LEASE	\$ 145.00
			Total:	\$ 548.82
Econ Dev Trust				
7603-4-0500-2005				
008857	000346	ADA PAPER COMPANY	JANITORIAL SUPPLIES	\$ 1,004.82
008858	000347	US FOODS	CONCESSION SUPPLIES	\$ 1,102.91
008859	000348	PEPSI-COLA BOTTLING CO.	CONCESSION SUPPLIES	\$ 773.91
008862	000349	BEMAC SUPPLY	PARTS & SUPPLIES	\$ 104.73
008863	000350	LOWES	MAINTENANCE SUPPLIE	\$ 520.88
008868	000351	UNIFIRST FIRST AID CORP	FIRST AID SUPPLIES	\$ 39.26
009940	000352	LOWES	STAKES	\$ 144.00
			Total:	\$ 3,690.51
Emergency Mgmt				
1212-2-2700-1310				
010053	000316	BAUGHMAN, LEONARD C.	TRAVEL	\$ 297.50
010054	000317	BREWER, BRETT	TRAVEL	\$ 241.50

PO	Warrant No.	Vendor Name	Purpose	Amount
Emergency Mgmt				
1212-2-2700-1310				
010055	000318	CRONE, RANDY	TRAVEL	\$ 241.50
010056	000319	WEEKS, DAVID K.	TRAVEL	\$ 241.50
010057	000320	ENLOE, KEVIN J.	TRAVEL	\$ 241.50
Total:				\$ 1,263.50
1212-2-2700-2005				
009924	000321	PRO KILL INC.	PEST CONTROL	\$ 212.00
009938	000322	MILLER OFFICE EQUIPMENT	COPY OVERAGE	\$ 26.95
009785	000323	T & W TIRE	TIRES & SERVICES	\$ 1,162.74
009881	000324	OTA PIKEPASS CUSTOMER SERVICE C	TOLL	\$ 22.75
010007	000325	CITY OF MCALESTER	MONTHLY SERVICE	\$ 249.92
Total:				\$ 1,674.36
General				
0001-1-1400-2005				
008960	003641	ACCO	REGISTRATION FEE	\$ 120.00
Total:				\$ 120.00
0001-1-1700-2005				
008920	003642	COMDATA	FUEL	\$ 289.14
009436	003643	AF3 TECHNICAL SOLUTIONS, LLC	CHARGERS	\$ 180.02
Total:				\$ 469.16
0001-1-2000-2011				
009831	003644	CARING HANDS HEALTHCARE CENTE	OTC MEDS	\$ 531.00
009832	003645	CARING HANDS HEALTHCARE CENTE	INMATE PRESCRIPTIONS	\$ 291.70
Total:				\$ 822.70
0001-1-2200-2005				
009712	003646	AMAZON CAPITAL SERVICES INC.	OFFICE SUPPLIES	\$ 103.00
Total:				\$ 103.00
0001-1-3300-2005				
005841	003647	UNIFIRST FIRST AID CORP	FIRST AID SUPPLIES	\$ 233.21
008763	003648	ADA PAPER COMPANY	JANITORIAL SUPPLIES	\$ 592.72
008901	003649	ADA PAPER COMPANY	JANITORIAL SUPPLIES E	\$ 1,491.16
009952	003650	PRO KILL INC.	PEST CONTROL	\$ 294.00
010062	003651	MCALESTER NEWS CAPITAL & DEM.	PUBLICATIONS	\$ 1,401.30
Total:				\$ 4,012.39

PO Warrant No. Vendor Name Purpose Amount

Highway

1102-6-4300-2005

009602	002703	T & W TIRE	TIRES & SERVICES	\$ 388.75
009604	002704	WELDON PARTS INC.	EQUIPMENT PARTS	\$ 92.55
009654	002705	P & K EQUIPMENT INC	EQUIPMENT PARTS	\$ 11.57
009721	002706	LOWES	MAILBOX REPLACEMENT	\$ 113.66
009722	002707	YELLOW HOUSE MACHINE	BELT	\$ 171.96
009725	002708	LOWES	CLEANING SUPPLIES	\$ 55.02
009728	002709	WARREN POWER & MACHINERY INC.	WIPER PARTS	\$ 9.16
009774	002710	OK TIRE	TIRES & SERVICES	\$ 203.52
009794	002711	UNIFIRST CORP.	UNIFORM MAINTENANCE	\$ 228.50

Total: \$ 1,274.69

Hwy-ST

1313-6-8040-2005

008891	002057	KIAMICHI AUTOMOTIVE WAREHOUSE	PARTS & SUPPLIES	\$ 290.92
009786	002058	RAM INC	FUEL	\$ 6,745.35

Total: \$ 7,036.27

1313-6-8040-4130

010009	002059	WELCH STATE BANK	LEASE PAYMENT	\$ 15,723.91
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Total: \$ 15,723.91

1313-6-8041-2005

006258	002060	STIGLER STONE	SHOT DOWN ROCK	\$ 466.35
008870	002061	WELDON PARTS INC.	PARTS & SHOP SUPPLIE	\$ 440.27
008875	002062	T & W TIRE	TIRES & SERVICES	\$ 1,415.62
008878	002063	H20 DEPOT	WATER & COOLER RENT	\$ 18.40
008879	002064	LINDLEYS GROCERY	SHOP SUPPLIES	\$ 119.84
008880	002065	KIAMICHI AUTOMOTIVE WAREHOUSE	PARTS & SHOP SUPPLIE	\$ 238.98
008882	002066	UNIFIRST CORP.	UNIFORM MAINTENANCE	\$ 453.56
008894	002067	OK TIRE	TIRES & SERVICES	\$ 125.00
008991	002068	STIGLER STONE	1 1/2" ODOT BASE TYPE	\$ 6,163.26
009150	002069	O REILLY AUTO PARTS	PARTS & SHOP SUPPLIE	\$ 456.89
009194	002070	STIGLER STONE	1 1/2" ODOT BASE TYPE	\$ 6,173.26
009275	002071	P & K EQUIPMENT	BRUSH HOG PARTS	\$ 526.38
009438	002072	H20 DEPOT	BOTTLE WATER	\$ 86.00
009463	002073	CUSTOM PRODUCTS CORPORATION	ROAD SIGNS	\$ 132.07
009557	002074	RAM INC	FUEL	\$ 2,646.84
009648	002075	KIRBY SMITH INC.	REPAIR LAYDOWN MACHI	\$ 324.02
009659	002076	WELDON PARTS INC.	BRAKE DRUM	\$ 804.04
009727	002077	SMITH, REX A.	UPHOLSTERY COVERING	\$ 250.00
009798	002078	DISCOUNT STEEL	FLAT STRAP	\$ 145.50

PO	Warrant No.	Vendor Name	Purpose	Amount
Hwy-ST				
1313-6-8041-2005				
009807	002079	UNIFIRST FIRST AID CORP	FIRST AID SUPPLIES	\$ 205.17
009904	002080	PUTMAN, RICKY	DEF	\$ 1,790.00
009933	002081	MILLER GLASS CO.	DOOR REPAIR	\$ 367.00
009944	002082	OK TIRE	TIRE & MOUNT	\$ 158.70
009954	002083	MUSKOGEE COMMUNICATIONS	RADIO & INSTALLATION	\$ 1,877.00
009955	002084	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 44.26
009958	002085	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 45.05
009959	002086	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 64.25
009965	002087	CLAMPITT PAPER COMPANY OF OKLA.	COPY PAPER	\$ 110.35
009989	002088	CANADIAN VALLEY TELEPHONE	MONTHLY SERVICE	\$ 45.96
009990	002089	CROSS TELEPHONE CO.	MONTHLY SERVICE	\$ 32.27
			Total:	\$ 25,726.29
1313-6-8041-4130				
010010	002090	ARMSTRONG BANK	LEASE PAYMENT	\$ 10,679.29
010011	002091	CATERPILLAR FINANCIAL	LEASE PAYMENT	\$ 2,981.97
010012	002092	MERCEDES-BENZ FINANCIAL SVCS	LEASE PAYMENT	\$ 5,482.73
010013	002093	OKLA. DEPT OF TRANSPORTATION	LEASE PAYMENT	\$ 5,259.17
010014	002094	SECURITY NATIONAL BANK	LEASE PAYMENT	\$ 6,844.59
010015	002095	WELCH STATE BANK	LEASE PAYMENT	\$ 14,251.03
010037	002096	SECURITY STATE BANK	LEASE PAYMENT	\$ 5,827.71
			Total:	\$ 51,326.49
1313-6-8042-2005				
007747	002097	BIZ-TEL	INSTALLATION	\$ 220.00
008873	002098	H2O DEPOT	WATER & COOLER RENT	\$ 56.10
009741	002099	ADAMS TRUE VALUE	CONCRETE SUPPLIES	\$ 15.00
009742	002100	G.C. RENTAL CENTER	CONCRETE TOOLS	\$ 974.00
009937	002101	MCELROY, JILL E.	CONTRACT SERVICES	\$ 350.00
009960	002102	PITTSBURG PUBLIC WORKS AUTH.	MONTHLY SERVICE	\$ 352.00
			Total:	\$ 1,967.10
1313-6-8042-4130				
010016	002103	ARMSTRONG BANK	LEASE PAYMENT	\$ 8,496.68
010017	002104	OKLA. DEPT OF TRANSPORTATION	LEASE PAYMENT	\$ 6,497.33
010018	002105	RCB BANK	LEASE PAYMENT	\$ 2,841.34
010019	002106	WELCH STATE BANK	LEASE PAYMENT	\$ 26,159.38
			Total:	\$ 43,994.73
1313-6-8043-2005				
004637	002107	OK TIRE	SOLVENT	\$ 392.12
006553	002108	WARREN POWER & MACHINERY INC.	GRADER BLADES	\$ 3,110.40

PO Warrant No. Vendor Name Purpose Amount

Hwy-ST

1313-6-8043-2005

008636	002109	OK TIRE	TIRES & SERVICES	\$ 880.00
008886	002110	UNIFIRST FIRST AID CORP	FIRST AID SUPPLIES	\$ 199.79
009427	002111	KIAMICHI AUTOMOTIVE WAREHOUSE	AUTO & SHOP SUPPLIES	\$ 764.50
009466	002112	DOLESE	1 1/2" CRUSHER RUN	\$ 5,020.29
009735	002113	RELADYNE	DIESEL EXHAUST FLUID	\$ 860.51
009746	002114	NORTHERN TOOL & EQUIPMENT	SHIPPING COSTS	\$ 513.84
009765	002115	WELDON PARTS INC.	TRAILER PARTS	\$ 107.80
009766	002116	RAM INC	FUEL	\$ 4,243.08
009770	002117	FLEET PRIDE	SEAT	\$ 334.00
009806	002118	UNIFIRST FIRST AID CORP	GLOVES ETC	\$ 301.00
009875	002119	OK TIRE	TIRES & SERVICES	\$ 1,411.50
009914	002120	WELDON PARTS INC.	PLUGS	\$ 6.46
009961	002121	CANON FINANCIAL SERVICES	MONTHLY COPIER LEAS	\$ 102.00
			Total:	\$ 18,247.29

1313-6-8043-4130

010021	002122	OKLA. DEPT OF TRANSPORTATION	LEASE PAYMENT	\$ 5,340.42
010022	002123	WARREN POWER & MACHINERY INC.	LEASE PAYMENT	\$ 2,395.00
010023	002124	WARREN POWER & MACHINERY INC.	LEASE PAYMENT	\$ 2,395.00
010024	002125	WARREN POWER & MACHINERY INC.	LEASE PAYMENT	\$ 2,395.00
010025	002126	WARREN POWER & MACHINERY INC.	LEASE PAYMENT	\$ 2,395.00
010026	002127	WARREN POWER & MACHINERY INC.	LEASE PAYMENT	\$ 2,395.00
010027	002128	WELCH STATE BANK	LEASE PAYMENT	\$ 20,855.53
			Total:	\$ 38,170.95

Misdemeanor Drug Recovery Fund

7211-1-1900-2005

009979	000046	BEEN, ANTHONY	OVERPAYMENT	\$ 100.00
			Total:	\$ 100.00

Rural Fire-ST

1321-2-8201-4110

007723	000966	TEXHOMA UTILITY EQUIPMENT	TRAILER	\$ 5,183.45
			Total:	\$ 5,183.45

1321-2-8205-4130

010031	000967	ARMSTRONG BANK	LEASE PAYMENT	\$ 723.53
			Total:	\$ 723.53

PO	Warrant No.	Vendor Name	Purpose	Amount
Rural Fire-ST				
1321-2-8206-2005	009430	000968	LAWN CARE	\$ 750.00
			Total:	\$ 750.00
1321-2-8207-4130	010032	000969	LEASE PAYMENT	\$ 2,675.35
			Total:	\$ 2,675.35
1321-2-8215-2005	009805	000970	BATTERIES	\$ 994.00
	009967	000971	CHICKASAW PERSONAL COMMUNICA ADT SECURITY SERVICES	\$ 122.07
			Total:	\$ 1,116.07
1321-2-8215-4130	010074	000972	LEASE PAYMENT	\$ 4,553.24
			Total:	\$ 4,553.24
1321-2-8216-2005	008933	000973	FUEL	\$ 1,143.67
	009950	000974	KIAMICHI ELECTRIC COOPERATIVE	\$ 109.54
			Total:	\$ 1,253.21
1321-2-8217-2005	010020	000975	MUSKOGEE COMMUNICATIONS	\$ 262.00
	010070	000976	LONGTOWN RW&S DIST. #1	\$ 51.06
	010071	000977	KIAMICHI ELECTRIC COOPERATIVE	\$ 228.80
	010072	000978	KIAMICHI ELECTRIC COOPERATIVE	\$ 51.24
	010073	000979	WAV 11	\$ 48.00
			Total:	\$ 641.10
1321-2-8219-4130	010033	000980	LEASE PAYMENT	\$ 1,255.55
			Total:	\$ 1,255.55
1321-2-8223-4130	010034	000981	LEASE PAYMENT	\$ 1,660.39
			Total:	\$ 1,660.39
1321-2-8225-4130	010035	000982	LEASE PAYMENT	\$ 1,375.19
			Total:	\$ 1,375.19

PO	Warrant No.	Vendor Name	Purpose	Amount
Rural Fire-ST				
1321-2-8225-4130			Total:	\$ 1,375.19
1321-2-8227-2005	000983	MUSKOGEE COMMUNICATIONS	BATTERIES ETC	\$ 1,912.00
			Total:	\$ 1,912.00
1321-2-8227-4130	000984	WELCH STATE BANK	LEASE PAYMENT	\$ 2,390.24
			Total:	\$ 2,390.24
SH Commissary				
1223-2-0400-2005				
008945	000266	PEPSI-COLA BOTTLING CO.	INMATE COMMISSARY	\$ 654.40
009140	000267	INVENTORY TRADING COMPANY	JAIL UNIFORMS	\$ 1,240.00
009338	000268	STERICYCLE INC	BIO HAZARD WASTE RE	\$ 103.95
009487	000269	COMMISSARY EXPRESS	INHOUSE COMMISSARY	\$ 2,565.48
009718	000270	CUSTOM TECHNOLOGIES LLC	INHOUSE COMMISSARY	\$ 1,498.87
009956	000271	OKLAHOMA TAX COMMISSION	SALES TAX	\$ 1,357.00
			Total:	\$ 7,419.70
SH Svc Fee				
1226-2-0400-2005				
009910	001800	WAV 11	COMPUTER SOFTWARE	\$ 138.00
			Total:	\$ 138.00
1226-2-3400-2005				
008941	001801	BEMAC SUPPLY	MAINTENANCE SUPPLIE	\$ 55.00
009291	001802	ADA PAPER COMPANY	COPY PAPER	\$ 302.70
009827	001803	LOWES	JAIL SUPPLIES	\$ 512.67
			Total:	\$ 870.37
1226-2-3400-2030				
009909	001804	WAV 11	COMPUTER SOFTWARE	\$ 115.00
			Total:	\$ 115.00
1226-2-3400-4110				
009907	001805	WAV 11	COMPUTER & INSTALLTI	\$ 1,200.00

PO

Warrant No. Vendor Name

Purpose

Amount

Total: \$ 1,200.00

Grand Total: \$ 391,179.77

=====

SLFRF Compliance Report - SLT-2819 - P&E Report - 2023
Report Period : Annual March 2023

Recipient Profile

Recipient Information

Recipient UEI	MCWGH8V6MJ5
Recipient TIN	736006407
Recipient Legal Entity Name	Pittsburg County, OK
Recipient Type	Metro City or County
FAIN	
CFDA No./Assistance Listing	
Recipient Address	115 E. Carl Albert Parkway, Room 100
Recipient Address 2	
Recipient Address 3	
Recipient City	McAlester
Recipient State/Territory	OK
Recipient Zip5	74501
Recipient Zip+4	
Recipient Reporting Tier	Tier 5. Metropolitan cities and counties with a population below 250,000 residents that are allocated less than \$10 million in SLFRF funding, and NEUs that are allocated less than \$10 million in SLFRF funding
Base Year Fiscal Year End Date	6/30/2023
Discrepancies Explanation	
Is the Recipient Registered in SAM.Gov?	Yes

Project Overview

Project Name: REVENUE REPLACEMENT

Project Identification Number	RESOLUTION 23-046
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	
Total Cumulative Obligations	\$1,481,718.94
Total Cumulative Expenditures	\$735,413.72
Current Period Obligations	\$1,453,132.81
Current Period Expenditures	\$707,334.95
Project Description	REVENUE REPLACEMENT AS ALLOWED BY US TREASURY VERSION 4.2

Project Name: SECURITY UPGRADES - JAIL

Project Identification Number	ARPA 21.003
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed 50% or more
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$735,496.43
Total Cumulative Expenditures	\$367,748.21
Current Period Obligations	\$0.00
Current Period Expenditures	\$367,748.21
Project Description	UPGRADE SECURITY SYSTEM AT JAIL TO HELP MINIMIZE CONTACT BETWEEN JAIL EMPLOYEES AND INMATES.

Project Name: Emergency Management Storage Warehouse

Project Identification Number	ARPA 21.001
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed 50% or more
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$316,110.49
Total Cumulative Expenditures	\$290,923.83
Current Period Obligations	\$8,796.00

Current Period Expenditures	\$14,811.00
Project Description	CONSTRUCTION OF A PERSONAL PROTECTIVE EQUIPMENT WAREHOUSE AT THE EMERGENCY MANAGEMENT COMPLEX

Project Name: HVAC/WATER - JAIL

Project Identification Number	ARPA 21.002
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed 50% or more
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$335,648.85
Total Cumulative Expenditures	\$231,379.94
Current Period Obligations	\$0.00
Current Period Expenditures	\$197,814.00
Project Description	UPGRADE HVAC UNITS AND WATER HEATERS AT THE PITTSBURG COUNTY JAIL

Project Name: EXPO HVAC/ROOF REPAIRS

Project Identification Number	ARPA 21.004
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed less than 50%
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$3,043,339.95
Total Cumulative Expenditures	\$1,016,146.69
Current Period Obligations	\$2,235,364.63
Current Period Expenditures	\$706,335.09
Project Description	UPGRADE HVAC SYSTEM AND REPAIR ROOF OF THE SOUTHEAST EXPO AS IT IS USED AS A POD FOR COVID TESTING AND COVID MASS VACCINATIONS.

Project Name: CONSTRUCTION - COUNTY CLERK

Project Identification Number	ARPA 21.007
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Program Income Earned	\$0.00

Program Income Expended	\$0.00
Total Cumulative Obligations	\$24,642.00
Total Cumulative Expenditures	\$24,642.00
Current Period Obligations	\$1,100.00
Current Period Expenditures	\$24,642.00
Project Description	CONSTRUCTION OF WALL TO KEEP PUBLIC SEPARATE FROM COUNTY CLERK EMPLOYEES

Project Name: CONSTRUCTION - COURT CLERK

Project Identification Number	ARPA 21.008
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$5,000.00
Total Cumulative Expenditures	\$5,000.00
Current Period Obligations	\$5,000.00
Current Period Expenditures	\$5,000.00
Project Description	COMPLETION OF GLASS PARTITION TO PROTECT COURT CLERK EMPLOYEES FOR PUBLIC

Project Name: HVAC SYSTEM - COURTHOUSE

Project Identification Number	ARPA 21.009
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed 50% or more
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$153,840.45
Total Cumulative Expenditures	\$140,127.18
Current Period Obligations	\$137,929.36
Current Period Expenditures	\$124,216.03
Project Description	UPGRADE THE HVAC SYSTEM AT THE COUNTY COURTHOUSE TO IMPROVE VENTILATION

Report

Revenue Replacement

Is your jurisdiction electing to use the standard allowance of up to \$10 million, not to exceed your total award allocation, for identifying revenue loss?	Yes
Revenue Loss Due to Covid-19 Public Health Emergency	\$8,479,278.00
Were Fiscal Recovery Funds used to make a deposit into a pension fund?	No
Please provide an explanation of how revenue replacement funds were allocated to government services	Revenue replacement funds were allocated to government services by resolution through the Board of County Commissioners on April 11, 2022 during a regularly scheduled meeting.

Overview

Total Obligations	\$6,095,797.11
Total Expenditures	\$2,811,381.57
Total Adopted Budget	\$0.00
Total Number of Projects	8
Total Number of Subawards	0
Total Number of Expenditures	0

Certification

Authorized Representative Name	KEVIN SMITH
Authorized Representative Telephone	(918) 423-1338
Authorized Representative Title	Chairman, Board of County Commissioners
Authorized Representative Email	bocc@pittsburg.okcounties.org
Submission Date	5/4/2023 9:59 AM

Pittsburg County Juvenile Detention Center

1208 N. West Street
McAlester, Ok. 74501
(918) 426-1585

Monthly Report

To

Pittsburg County Commissioners

For

April 2023

April Total Population	9
Total Days of Care	143
Average Daily Population	4.7
Average Length of Stay	75.0
Counties under Contract	59

During the month of April, we did not make any new purchases.

PITTSBURG COUNTY REGIONAL
JUVENILE DETENTION
April 2023

County	# of Juveniles	Total Days of Care	Amount Due
Atoka	1	7	\$272.79
Bryan	1	18	\$ 701.46
Choctaw	2	36	OJA paid 100% for 6 days \$ 1169.10
Latimer	1	30	\$ 1169.10
Okmulgee	1	30	\$ 1169.10
Pittsburg	1	4	\$ 155.88
Pontotoc	1	12	\$ 467.64
Seminole	1	6	\$ 233.82
Grand Total	9	143	\$ 5,338.89

Detention Maintenance Fund

During the month of April, The Detention Maintenance Fund was not used.
Therefore, the balance remains at \$ 20,004.85 plus any interest earned.

Pittsburg County Animal Shelter

Shelter Activity Report For Last 12 Months

Report Created: 5/2/2023

Month	Species	Surrenders	Adoptions	Reclaims	Disposals	Adoption Percentage
June, 2022	Canine	172	84	11	63	49%
	Feline	302	61	4	203	20%
July, 2022	Canine	68	43	8	39	63%
	Feline	94	33	0	135	35%
August, 2022	Canine	226	92	11	115	41%
	Feline	167	57	2	81	34%
September, 2022	Canine	131	71	8	45	54%
	Feline	162	44	3	93	27%
October, 2022	Canine	131	75	12	58	57%
	Feline	100	47	1	76	47%
November, 2022	Canine	143	53	17	59	37%
	Feline	103	34	2	76	33%
December, 2022	Canine	182	114	20	95	63%
	Feline	88	45	0	56	51%
January, 2023	Canine	138	64	13	29	46%
	Feline	40	43	0	27	108%
February, 2023	Canine	148	64	13	53	43%
	Feline	66	23	1	17	35%
March, 2023	Canine	208	108	17	84	52%
	Feline	59	36	2	24	61%
April, 2023	Canine	115	69	10	58	60%
	Feline	103	18	1	60	17%
May, 2023	Canine	0	0	0	1	100%
	Feline	0	0	0	2	100%

PITTSBURG COUNTY ANIMAL SHELTER

PRIVATE CREMATION FOR THE MONTHS OF 2022

JANUARY-19-\$2815
FEBRUARY- 13-\$2035
MARCH- 28-\$3950
APRIL- 29-\$4355
MAY- 23-\$3480
JUNE- 35-\$5150
JULY- 26-\$4045
AUGUST- 20-\$3125
SEPTEMBER- 30-\$4650
OCTOBER- 18-\$2635
NOVEMBER- 25-\$3640
DECEMBER- 25-\$3620
TOTAL: 291-\$43,500 (2022)

PRIVATE CREMATIONS FOR THE MONTHS OF 2023

JANUARY- 28-\$4280
FEBRUARY-17-\$2605
MARCH-32-\$4760
APRIL- 20-\$2995
MAY-
JUNE-
JULY-
AUGUST-
SEPTEMBER-
OCTOBER-
NOVEMBER-
DECEMBER-
TOTAL: 000-\$00,000 (2023)



PITTSBURG COUNTY ANIMAL SHELTER

OUT OF COUNTY SURRENDERS

FOR THE MONTHS OF (2022)

JANUARY- 23

FEBRUARY- 9

MARCH – 19

APRIL – 16

MAY – 17

JUNE— 15

JULY—10

AUGUST—20

SEPTEMBER— 18

OCTOBER-5

NOVEMBER- 16

DECEMBER- 21

TOTAL: 189 SURRENDERS(2022)

OUT OF COUNTY SURRENDERS

FOR THE MONTHS OF (2023)

JANUARY- 15

FEBRUARY-16

MARCH-19

APRIL-13

MAY-

JUNE-

JULY-

AUGUST-

SEPTEMBER-

OCTOBER-

NOVEMBER-

DECEMBER-

TOTAL: 000 SURRENDER(2023)



PITTSBURG COUNTY ANIMAL SHELTER

**CUSTOMER COUNT FOR
THE MONTHS OF (2022)**

JANUARY- 434

FEBRUARY – 393

MARCH – 494

APRIL – 501

MAY – 525

JUNE—698

JULY— 210

AUGUST- 509

SEPTEMBER- 572

OCTOBER- 407

NOVEMBER- 526

DECEMBER- 573 (5,842)2022

**CUSTOMER COUNT FOR
THE MONTHS OF (2023)**

JANUARY- 659

FEBRUARY- 576

MARCH-533

APRIL- 438

MAY-

JUNE-

JULY-

AUGUST-

SEPTEMBER-

OCTOBER-

NOVEMBER-

DECEMBER- 000 (0,000)2023



PITTSBURG COUNTY ANIMAL SHELTER

ADOPTIONS FROM

PET SENSE (2022)

JANUARY - 20

FEBRUARY - 12

MARCH - 21

APRIL - 15

MAY - 17

JUNE - 19

JULY - 7

AUGUST - 23

SEPTEMBER - 13

OCTOBER - 9

NOVEMBER - 14

DECEMBER - 6

TOTAL:176 ADOPTIONS(2022)

ADOPTIONS FROM

PET SENSE (2023)

JANUARY-15

February-6

MARCH-12

APRIL- 11

MAY -

JUNE-

JULY-

AUGUST-

SEPTEMBER-

OCTOBER-

NOVEMBER-

DECEMBER-

TOTAL:000 ADOPTIONS(2023)



PITTSBURG COUNTY ANIMAL SHELTER FELINE SURRENDERS

SURRENDERS FOR THE MONTHS OF 2022

JANUARY-44

FEBRUARY-23

MARCH-74

APRIL- 117

MAY-229

JUNE- 298

JULY- 94

AUGUST- 167

SEPTEMBER- 161

OCTOBER- 99

NOVEMBER- 102

DECEMBER- 86

TOTAL FOR THE YEAR(2022)

1,408

SURRENDERS FOR THE MONTHS OF 2023

JANUARY- 40

FEBRUARY- 66

MARCH- 58

APRIL-103

MAY-

JUNE-

JULY-

AUGUST-

SEPTEMBER-

OCTOBER-

NOVEMBER-

DECEMBER-

TOTAL FOR THE YEAR(2023)

0,000



PITTSBURG COUNTY ANIMAL SHELTER FELINE ADOPTIONS

ADOPTIONS FOR THE
MONTHS OF 2022

JANUARY-47

FEBRUARY-22

MARCH-44

APRIL-38

MAY-44

JUNE-51

JULY-30

AUGUST-56

SEPTEMBER-45

OCTOBER-45

NOVEMBER-37

DECEMBER-40

TOTAL ADOPTIONS 2022

499

ADOPTIONS FOR THE
MONTHS OF 2023

JANUARY- 37

FEBRUARY-22

MARCH- 36

APRIL-19

MAY-

JUNE-

JULY-

AUGUST-

SEPTEMBER-

OCTOBER-

NOVEMBER-

DECEMBER-

TOTAL ADOPTIONS 2023

000



PITTSBURG COUNTY ANIMAL SHELTER CANINE SURRENDERS

SURRENDERS FOR THE MONTHS OF 2022

JANUARY- 161

FEBRUARY- 94

MARCH- 133

APRIL- 132

MAY- 171

JUNE- 172

JULY- 66

AUGUST- 224

SEPTEMBER- 120

OCTOBER- 127

NOVEMBER- 142

DECEMBER- 177

TOTAL FOR THE YEAR(2022)

1,719 SURRENDERS

SURRENDER FOR THE MONTH OF 2023

JANUARY- 136

FEBRUARY-146

MARCH- 193

APRIL- 115

MAY-

JUNE-

JULY-

AUGUST-

SEPTEMBER-

OCTOBER-

NOVEMBER-

DECEMBER-

TOTAL FOR THE YEAR(2023)

0,000 SURRENDERS



PITTSBURG COUNTY ANIMAL SHELTER CANINE ADOPTIONS

ADOPTIONS FOR THE MONTHS OF 2022

JANUARY-94

FEBRUARY-43

MARCH-101

APRIL-80

MAY-78

JUNE-77

JULY-56

AUGUST-91

SEPTEMBER-72

OCTOBER-74

NOVEMBER-65

DECEMBER-128

TOTAL ADOPTIONS (2022)

959

ADOPTIONS FOR THE MONTHS OF 2023

JANUARY- 72

FEBRUARY-66

MARCH-106

APRIL-79

MAY-

JUNE-

JULY-

AUGUST-

SEPTEMBER-

OCTOBER-

NOVEMBER-

DECEMBER-

TOTAL ADOPTIONS (2023)



This Software Subscription Agreement (“Agreement”) is a legal agreement between you and DrugPak, LLC, a Tennessee limited liability company and its successors and assigns (“DrugPak”).

If you do not agree to the terms of this Agreement, then you must promptly stop using DPWeb (defined below).

The parties agree as follows:

Definitions.

- “Collected Data” means any and all information, including your Personally Identifiable Information, used, collected, maintained and/or stored in or by DPWeb, including, without limitation, (i) information you enter into DPWeb, (ii) the number of drug tests that have been entered into DPWeb over a specified period of time; (iii) the types of drug tests entered in DPWeb and geographic areas where the tests were performed; and (iv) information concerning collection sites used by you including the name of the collection site, address, phone number, and contact person for the collection site.

“DPWeb” means any and all programs and modules that make up DPWeb, including any and all upgrades, modifications, updates, additions, or patches, to any such program or module, and any accompanying written materials, including instructions for use.

1.3. “Personally Identifiable Information” means information that is personally identifiable in nature such as name, address, phone number, email address, or social security number or employer identification number.

1.4.

“Services” means the services provided by DrugPak through DPWeb to you, including but not limited to, access to Collected Data.

“Commitment Term” means the amount of time that you have agreed to use DPWeb during the subscription process or any subsequent renewal term. If a Commitment Term is not specified during the subscription process or renewal process then the Commitment Term is 12 months.

“Use” means the ability to access, execute, and display DPWeb through a web browser.

Use. Subject to the provisions of this Agreement, DrugPak grants to the original purchaser of DPWeb, for the Commitment Term, a nonexclusive, non-transferrable, revocable, limited, non-sublicenseable, personal, right to (i) Use DPWeb, and (ii) subject to the number of simultaneous user licenses purchased from DrugPak, allow users to access DPWeb.

2. Subscription. You are allowed to Use DPWeb on a subscription basis. During the subscription process you selected the modules you are subscribing to use in DPWeb, the number of users that will use DPWeb, the length of your subscription, the number of texts or faxes allowed, and other options offered during the subscription process (collectively, "Options"). You agree to pay the subscription fees, setup fees, and other costs ("Fees") for Options in DPWeb that you agreed to for the Commitment Term you agreed to in the subscription process. Your subscription automatically renews for the same length of time as your original Commitment Term with the same Options, unless you deselect the auto-renew option or terminate the subscription as provided in Section 25 of this Agreement. When your subscription renews you owe the Fees for the entire Commitment Term. During the Commitment Term you may add additional Options which will increase the subscription fees for the entire Commitment Term. Any Options you remove during a Commitment Term will only take affect for the next Commitment Term.

4. Payment. If you have been sold the subscription to DPWeb through a reseller then (i) you will provide payment to the reseller instead of DrugPak as provided in this Section, and (ii) you are still liable to DrugPak for the payment and DrugPak may enforce its rights under this Agreement if DrugPak does not receive payment. You will provide to DrugPak a valid credit card number, ACH information, or eCheck information, or other payment information as allowed by DrugPak (collectively, "Payment Device"). Along with the Payment Device you will provide all information necessary to use the Payment Device such as the expiration date for the credit card and other information requested by DrugPak, and you hereby authorize DrugPak to charge to the Payment Device all Fees applicable to your purchase of the subscription to DPWeb. You agree not to dispute any charges to your Payment Device that are authorized by this Agreement. All Fees for a Commitment Term are owed at the beginning of a Commitment Term. DrugPak may allow you to pay the Fees owed for a Commitment Term throughout the Commitment Term on a monthly, semi-annual, or other payment cycle you select as Payment Term during the subscription process ("Payment Term"). The portion of the Fees owed for a Payment Term will be charged at the beginning of the Payment Term. Upon cancellation, expiration, or any change to the Payment Device, you will immediately provide a new Payment Device and other information requested by DrugPak. If you have provided a Payment Device for another agreement between you and DrugPak, you authorize DrugPak to charge such other Payment Device for any Fees owed under this Agreement in the event the Payment Device you provided for this Agreement does not work. If you do not pay the portion of the Fees due for a Payment Term when due, then all of the Fees owed for a Commitment Term become immediately due and payable, at DrugPak's option, without demand or notice. Payments made under another agreement between you and DrugPak do not apply to Fees owed under this Agreement and vice versa. For convenience, DrugPak may provide you with an invoice, at DrugPak's discretion. You are required to pay all Fees regardless of whether you receive an invoice. If you have not

paid all sums due DrugPak in accordance with the terms of this Agreement, a monthly finance charge equal to the lesser of (a) 1.5% per month, or (b) the highest amount permitted by law, shall accrue and be payable each month until paid in full. Furthermore, upon your failure to make payment in accordance with the terms hereof, a late fee of ten percent (10%) of the amount past due shall be due and payable by you with respect to each such late payment. The waiver of a finance charge, late fee or any portion thereof shall not be deemed to be a waiver of any future finance charges or late fees. You shall be liable to DrugPak for any and all costs and expenses incurred by DrugPak, including without limitation attorneys' fees and expenses, in collection of any past due amounts hereunder.

5. Other Documents. Your submission of alternate documents, such as a purchase order, with inconsistent or additional terms and conditions to the terms and conditions in this Agreement is not accepted by DrugPak. THE TERMS AND CONDITIONS HEREIN SHALL GOVERN NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS AND CONDITIONS OF ANY DOCUMENT YOU SUBMIT SUCH AS A PURCHASE ORDER. YOU AGREE THAT ALL SUCH INCONSISTENT AND/OR ADDITIONAL TERMS AND/OR CONDITIONS OF ANY DOCUMENT WILL BE DEEMED NULL AND VOID.

6. Rollover. Unused Options such as texts or faxes will accumulate during a Commitment Term, and will rollover to a renewal Commitment Term. When the Agreement expires or is terminated all Options are deleted and you are not entitled to any refund for amounts paid for unused Options. Notwithstanding the foregoing, if your subscription to DPWeb lapses for 30 days or less then upon renewal of your subscription the Options available when the subscription lapsed will continue to be available.

7. Suspension. If you do not pay the Fees owed under this Agreement or any amounts owed under another agreement between you and DrugPak when due or if you are paying a reseller and DrugPak does not receive payment for all fees owed by the reseller for any of the reseller's customers then your use of DPWeb may be suspended by DrugPak until the Fees or other amounts are paid in full. If your use of DPWeb is suspended, you still owe all Fees for the entire Commitment Term.

8. Ownership. This Agreement is not a sale of DPWeb and DrugPak retains title and ownership of DPWeb and all subsequent copies, including the intellectual property rights therein, regardless of the form or media in or on which DPWeb or subsequent copies exist.

9. Feedback. DrugPak has not agreed to and does not agree to treat as confidential any Feedback (as defined below) you provide to DrugPak, and nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict DrugPak's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting you. ("Feedback" means any suggestion or idea for improving or otherwise modifying DPWeb.)

Copy Restrictions. DPWeb is copyrighted. Unauthorized copying of DPWeb or any accompanying written materials is expressly forbidden. You may be held legally responsible for any copyright infringement that is caused or encouraged by your failure to abide by the terms of this Agreement.

10. Use Restrictions. You may not allow third parties to Use DPWeb unless such Use is expressly authorized by DrugPak. You may not wrap the DPWeb interface in another interface. You may not use any third-party program to access or link to the data used, collected, maintained, and/or stored in or by DPWeb without the express written consent of DrugPak. You may not sell
11. or license access to DPWeb by itself or as a part of a service or product.

- Upgrades. If you are upgrading from the DrugPak Software Suite you understand that once your data from the DrugPak Software Suite is imported into DPWeb during the upgrade
12. process the data cannot be used in the DrugPak Software Suite. You are responsible for maintaining a backup of the data from the DrugPak Software Suite. DrugPak may provide a migration tool that allows the data in the DrugPak Software Suite to be transferred to DPWeb. The migration tool only works with the latest release of the DrugPak Software Suite. Data cannot be transferred from DPWeb to the DrugPak Software Suite.

13. Website. You acknowledge and agree that DPWeb is provided by DrugPak in part through the DrugPak website. You accept and agree to comply with the Terms of Service, Privacy Policy, and copyright and trademark notices of DrugPak posted on the website and in effect from time to time. You acknowledge and agree that, because DPWeb is provided in part through the website, it is necessary for you to have computer equipment and an internet connection that meets minimum specifications published by DrugPak from time to time on the website, and you acknowledge and agree to periodically update your computer equipment or internet connection to meet such minimum specifications. You acknowledge that DPWeb may be interrupted due to (a) website downtime for scheduled maintenance at DrugPak's sole discretion, or (b) interruptions in internet connectivity or other website downtime caused by circumstances beyond DrugPak's control, including, without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, computer or telecommunications failures, delays involving hardware or software not within DrugPak's control, network intrusions or denial of service attacks. You agree that DrugPak shall not, in any way, be liable for, or have responsibility with respect to, any such interruptions.

- Third Party Software. DPWeb interacts with various third-party software applications such as Microsoft office, email programs, pdf readers, and other applications (“Third-Party Software”). DrugPak does not provide, update, or maintain any Third-Party Software. You acknowledge that you are responsible for obtaining licenses for any Third-Party Software you need to use with DPWeb. DrugPak does not provide any support for Third-Party Software and
14. you acknowledge that you must obtain support from your IT vendor or the maker of the Third Party Software.

- User Name and Password. During the registration process for DPWeb you created a user name and password that allows you to have access to DPWeb through the website. You have also created user accounts to allow the number of users allowed under your subscription to access
15. DPWeb. The additional users must be within your company. You will not provide your user name or password to access DPWeb to any other person or entity, or allow any other person or entity to access DPWeb under your user name and password. You agree that you are solely responsible for any actions that occur under your user name and password or the user accounts you have created. In the event that any of the user names and password you created become known by a third party you agree to take all available precautions to prevent the userid and password from being used by an unauthorized individual, including, but not limited to, disabling the userid, and you agree to notify DrugPak immediately.

16. Updates. DrugPak may create, from time-to-time, upgrades, modifications, updates, additions, and/or patches to DPWeb, which may be made available to you while you have a current and valid subscription to Use DPWeb.

17. Privacy.

17.1.

Authorization to Collect and Use Data. You authorize DrugPak to collect the Collected Data for so long as you continue to Use DPWeb and to forever store and use such Collected Data for purposes of providing the Services, market research and marketing, software development and support, licensing and billing, generating reports, and establishing or improving resources, benefits, product features and/or services to DPWeb users. Such purposes will likely include, without limitation, the use of Collected Data, except for Personally Identifiable Information, by DrugPak to conduct test trends analysis and publish the results of such analysis for the use and benefit of DrugPak customers.

Disclosure of Data to Third Parties. You further authorize DrugPak to disclose any and all Collected Data, except for Personally Identifiable Information, to third-party recipients where such third-party recipients enter into data use agreements providing appropriate safeguards, as determined by DrugPak in its reasonable discretion, on the use and further disclosure of the Collected Data.

Protected Health Information. Except as allowed by law, DrugPak will not disclose to any third party “Protected Health Information” as defined in 45 CFR § 160.103, or

any other data or information the disclosure of which by DrugPak is prohibited by law. If you are a Covered Entity or Business Associate, as defined in 45 CFR § 160.103, using DPWeb to store Protected Health Information, you agree to the terms and conditions of the Business Associate Agreement attached as Exhibit A and Exhibit A is incorporated into this Agreement by reference.

Release. You hereby release, hold harmless from, and agree not to sue DrugPak, and its officers, managers, members, employees, agents, or independent contractors from any and all rights, claims, demands, actions, liabilities and causes of action, whether accrued or unaccrued, fixed or contingent, legal or equitable, and which in any manner relate to or arise out of DrugPak's collection, storage, use or disclosure of the Collected Data in accordance with this Agreement.

Reports. DPWeb provides two methods for you to receive reports: (1) all reports generated by you through DPWeb are made available for download through Screenhubb ("Screenhubb Reports"), and (2) you may elect to email ("Email") the report to an email that you choose. DrugPak recommends that you always download the Screenhubb Reports because the Screenhubb Reports are more secure than Email. You acknowledge that Email is unencrypted which is unsecure and a third party may intercept the Email and read the contents. Your use of Email is at your own risk and DrugPak provides no guarantee that Email will be transmitted securely. The report attached to the Email will be protected by a password. The password is used to encrypt the report and you agree not to take any steps to disable any such encryption. You also agree to protect the password that is used to encrypt the attachment and notify DrugPak immediately if the password becomes known by a third party. The Email itself will not contain any Protected Health Information.

19.

Faxes. One of the Options DPWeb provides is the ability for you to send and receive faxes from DPWeb. As a part of the provision of the fax Option a phone number or phone numbers will be assigned to you. These phone numbers are the property of DrugPak and you understand that you will not be able to use such phone numbers when your right to use DPWeb terminates.

20.

Limited Warranty. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT AS EXPRESSLY SET FORTH HEREIN DPWEB IS PROVIDED "AS IS", AND DRUGPAK AND ITS SUPPLIERS AND LICENSORS DO NOT MAKE AND SPECIFICALLY DISCLAIM, ALL EXPRESS AND IMPLIED WARRANTIES OF EVERY KIND RELATING TO DPWEB (INCLUDING, WITHOUT LIMITATION, ACTUAL AND IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT), AS WELL AS ANY WARRANTIES THAT DPWEB (OR ANY ELEMENTS THEREOF) WILL ACHIEVE A PARTICULAR RESULT, OR WILL BE UNINTERRUPTED OR ERROR-FREE.

Support. DrugPak provides you with Support for all Support issues related to DPWeb during the Commitment Term according to the DrugPak Technical Support Policy ("Policy"), incorporated into this Agreement by reference, which is available on the DrugPak website at <https://support.screenhub.com/policy>. The Policy may be updated by DrugPak from time to time, in its sole discretion. End-User Training, Consultation & Data Analysis, and Custom

21. Programming & Data Manipulation are not included in Support but are provided by DrugPak for additional fees. Support, End-User Training, Consultation & Data Analysis, and Custom Programming & Data Manipulation are defined in the Policy. While DrugPak works cooperatively with you to determine whether an issue is a Support issue and the severity of the issue, DrugPak makes the final determination, in its sole discretion, of whether an issue is classified as a Support issue and the severity of that issue.

- No Legal Advice. DrugPak does not provide legal advice and the information or reports obtained from DPWeb may not be construed as legal advice. You acknowledge that you should
22. seek the advice of an attorney to understand the interaction of the information or reports DPWeb generates and drug testing laws and regulations. DrugPak, its employees, or agents do not provide legal advice and if you have a question of a legal nature you should seek legal counsel.

- Indemnification. You agree to indemnify, defend and hold harmless DrugPak and its
23. officers, directors, employees, agents and contractors from any loss, cost, expense (including attorney's fees and expenses), demand, claim, liability, damages or cause of action of any kind or, in any manner arising out of or relating to (i) any violation or breach by you of any provision of this Agreement; (ii) your storage of Protected Health Information in DPWeb without notifying DrugPak, (iii) use of Email, or (iv) your negligence, recklessness or intentional misconduct.

24. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DRUGPAK BE LIABLE UNDER ANY THEORY OF LIABILITY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING FROM LOSS OF PROFITS, REVENUE, DATA OR USE, OR FROM INTERRUPTED COMMUNICATIONS OR DAMAGED DATA, OR FROM ANY DEFECT OR ERROR OR IN CONNECTION WITH YOUR ACQUISITION OF SUBSTITUTE GOODS OR SERVICES OR MALFUNCTION OF DPWEB, OR ANY SUCH DAMAGES ARISING FROM BREACH OF CONTRACT OR WARRANTY OR FROM NEGLIGENCE OR STRICT LIABILITY, EVEN IF DRUGPAK OR ANY OTHER PERSON HAS BEEN ADVISED OR SHOULD KNOW OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY REMEDY TO ACHIEVE ITS INTENDED PURPOSE. WITHOUT LIMITING THE FOREGOING OR ANY OTHER LIMITATION OF LIABILITY HEREIN, REGARDLESS OF THE FORM OF ACTION, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, YOUR EXCLUSIVE REMEDY AND THE TOTAL LIABILITY OF DRUGPAK OR ANY SUPPLIER OF SERVICES TO DRUGPAK FOR ANY

CLAIMS ARISING IN ANY WAY IN CONNECTION WITH OR RELATED TO THIS AGREEMENT, FOR ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY FAILURE OR DISRUPTION OF THE USE OF DPWEB, SHALL NOT EXCEED THE FEES PAID TO DRUGPAK IN THE SIX MONTH PERIOD PROCEEDING THE CLAIM. DRUGPAK SHALL HAVE NO LIABILITY WHATSOEVER TO YOU FOR ANY CLAIMS OF PATENT, COPYRIGHT, OR OTHER INTELLECTUAL PROPERTY RIGHT INFRINGEMENT OR MISAPPROPRIATION OF TRADE SECRETS, MADE AGAINST YOU INCIDENT TO THE USE OF DPWEB.

Termination.

25. By You. You may terminate this Agreement by providing notice in writing to DrugPak at least fifteen (15) days prior to the end of the current Commitment Term.

25.1.

Transition Customers. If you had a DPWeb subscription on a month to month basis prior to October 1, 2019, and you enter into this Agreement between October 1, 2019 and October 30, 2019, then DrugPak will allow you to terminate this Agreement and not pay any further fees if you provide DrugPak with written notice of the termination within 30 days of the day you entered into this Agreement.

25.3.

By DrugPak. DrugPak may terminate this Agreement by providing notice in writing to you at least fifteen (15) days prior to the end of the current Commitment Term. DrugPak may also terminate this Agreement if you fail to comply with the provisions of this Agreement. If the Agreement is terminated, then your right to use DPWeb automatically terminates. The termination of this Agreement does not relieve you of the obligation to pay for the entire Commitment Term.

25.4.

26. Effect of Termination. Upon termination of this Agreement, DrugPak may return, destroy, or deidentify your Protected Health Information. If you request that DrugPak return, destroy, or deidentify your Protected Health Information, then DrugPak may charge you for its reasonable time to return, destroy, or deidentify your Protected Health Information.

27. Choice of Law. This Agreement is governed by the laws of the State of Tennessee, without regard to choice of law provisions to the contrary. The exclusive jurisdiction and venue for any actions concerning the enforcement, construction, or interpretation of this Agreement shall be in the Chancery or Circuit Courts of Knox County, Tennessee, or in the Federal District Court for the Eastern District of Tennessee, Northern Division, sitting in Knoxville, Tennessee.

Attorney's Fees. The prevailing party in any action filed under this Agreement or related to DPWeb is entitled to reasonable attorney's fees and costs.

Headings. The headings of the sections of this Agreement are for convenience only, and in no way limit or affect the terms and conditions or the meaning or interpretation of this Agreement.

28. Severability. If any provision of this Agreement is held to be invalid or unenforceable then that provision will be altered or limited such that it is enforceable and corresponds to the original provision as closely as possible. An invalid or unenforceable provision of this Agreement shall not affect the validity of the remaining provisions of this Agreement.

29. Waiver. Waiver by either party of a breach of any provision contained in this Agreement shall not constitute or be construed as a waiver of any succeeding breach of such provision or a waiver of the provision itself.

30. Time To File Lawsuit Or Other Action. You agree to file any lawsuit or other action you may have against DrugPak or its agents, employees, subsidiaries, affiliates or parent companies within one (1) year from the date of the event that caused the loss, damage or liability or be forever barred.

31. Completeness. This Agreement sets forth the entire understanding between you and DrugPak with respect to the matters set forth herein and supersedes all previous agreements and representations with respect to DPWeb.

32. Assignment. Neither party shall assign or otherwise transfer or purport to assign or otherwise transfer this Agreement or any of its rights or obligations hereunder or any part thereof without the prior written consent of the other party, except that DrugPak may assign any of its rights or obligations to any successor-in-interest or to an entity that acquires all or substantially all of its assets, all or a majority of its equity in any form, or to an entity into which such party is merged; provided, however, that the entity to whom the rights and obligations of a party are assigned (the "Successor") shall execute a written instrument whereby the Successor agrees to accept all of the rights and obligations of the assigning party under this Agreement. Any assignment in violation of this Section is null and void.

If you have questions about this Agreement you may contact DrugPak at support@drugpak.com.

EXHIBIT A

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (this "Agreement") is made as of the day you accept the Software Subscription Agreement and is between **DrugPak, LLC** ("Business Associate") and you ("Covered Entity").

RECITALS:

WHEREAS Covered Entity and Business Associate have entered into a Software Subscription Agreement, pursuant to which Business Associate provides certain services to Covered Entity (individually or collectively, the "Services Agreement"), pursuant to which Business Associate may be considered a "business associate" of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), including all pertinent regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160 and 164), as amended by the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (collectively, "HIPAA Law");

WHEREAS to carry out its obligations under the Services Agreement, Business Associate may create, maintain, transmit, or receive, on behalf of Covered Entity, Individually Identifiable Health Information, as such term is defined in 45 C.F.R. Part 160 and Subparts A and E of Part 164 (the "Privacy Rule");

WHEREAS the Privacy Rule and 45 C.F.R. Parts 160 and Subparts A and C of Part 164 (the "Security Rule") obligate Covered Entity to enter into a contract with Business Associate to ensure that Business Associate appropriately safeguards such information; and

WHEREAS Covered Entity and Business Associate desire to enter into this Agreement in addition to the Services Agreement in order to enable Covered Entity to satisfy its obligations under the HIPAA Law.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. DEFINITIONS

1.1 "Breach" shall have the same meaning as the term "breach" in 45 C.F.R. Part 164, Subpart D (the "Breach Notification Rule").

1.2 "Data Aggregation" shall have the same meaning as the term "data aggregation" in the Privacy Rule.

1.3 "Designated Record Set" shall have the same meaning as the term "designated record set" in the Privacy Rule.

1.4 "Disclosure" shall have the same meaning as the term "disclosure" in the Privacy Rule.

1.5 “Discovery” shall have the same meaning as the term “discovery” in 45 C.F.R. § 164.410(a)(2).

1.6 “Electronic Protected Health Information” shall have the same meaning as the term “electronic protected health information” in the Security Rule.

1.7 “Health Care Operations” shall have the same meaning as the term “health care operations” in the Privacy Rule.

1.8 “Individual” shall have the same meaning as the term “individual” in the Privacy Rule and shall include a person who qualifies as a personal representative in accordance with the Privacy Rule.

1.9 “Minimum Necessary” shall have the same meaning as the term “minimum necessary” in the Privacy Rule.

1.10 “Notice of Privacy Practices” shall have the same meaning as the term “notice of privacy practices” in the Privacy Rule.

1.11 “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in the Privacy Rule, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.12 “Required by Law” shall have the same meaning as the term “required by law” in the Privacy Rule.

1.13 “Secretary” shall mean the Secretary of the United States Department of Health and Human Services (“HHS”).

1.14 “Security Incident” shall have the same meaning as the term “security incident” in the Security Rule.

1.15 “Transaction” shall have the same meaning as the term “transaction” in 45 C.F.R. Parts 160 and 162 (the “Transactions Rule”).

1.16 “Unsecured Protected Health Information” shall have the same meaning as the term “unsecured protected health information” in the Breach Notification Rule.

II. OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 **Confidentiality.** Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required by Law.

2.2 **Safeguards.** Business Associate agrees to use appropriate safeguards and comply, where applicable, with the Security Rule with respect to Electronic Protected Health Information, to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.

2.3 **Mitigation.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

2.4 Reporting. Business Associate agrees to promptly report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Agreement of which it becomes aware, including any Breach of Unsecured Protected Health Information as required by 45 C.F.R. § 164.410.

2.5 Agents and Subcontractors. Business Associate agrees to ensure, in accordance with 45 C.F.R. § 164.502(e)(1)(ii), that any agents, including without limitation subcontractors, that create, receive, maintain or transmit protected health information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such information.

2.6 Access and Amendment. Business Associate agrees to provide access, within five (5) days of receiving a written request from Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual, in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 within five (5) days of receiving written notice from Covered Entity. In the event an Individual requests such access or amendment directly from Business Associate, Business Associate shall promptly forward such request to Covered Entity within five (5) days.

2.7 Performing Obligations of Covered Entity. To the extent that Business Associate is to carry out any obligation of Covered Entity under the Privacy Rule, Business Associate agrees to comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation.

2.8 Books and Records. Business Associate agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information available to (i) Covered Entity, upon written request, and (ii) the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's and/or Business Associate's compliance with the Privacy Rule. If the Secretary requests such access, Business Associate shall promptly notify Covered Entity and shall consult and cooperate with Covered Entity concerning the proper response to such request. Notwithstanding the foregoing, nothing in this section shall impose upon Covered Entity any obligation to review Business Associate's practices, books or records.

2.9 Accounting. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. Business Associate agrees to provide to Covered Entity, within fifteen (15) days of receiving a written request from Covered Entity, information collected in accordance with this section to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. In the event an Individual requests an accounting of disclosures of Protected Health Information directly from Business Associate, Business Associate will forward such request to Covered Entity within five (5) days.

2.10 Uses and Disclosures Required by Law. Except to the extent prohibited by law, Business Associate shall immediately notify Covered Entity if it receives a request for disclosure of Protected Health Information with which Business Associate believes it is Required by Law to comply and disclose pursuant to which would not otherwise be permitted by this Agreement. Business Associate shall provide Covered Entity with a copy of such request, shall consult and cooperate with Covered Entity concerning the proper response to such request.

2.11 Electronic Protected Health Information. With regard to Protected Health Information which is Electronic Protected Health Information (as defined in the Security Rule), Business Associate shall: (i) comply with the applicable requirements of the Security Rule and develop, document, implement, maintain, and use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of such information; (ii) in accordance with 45 C.F.R. § 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit Electronic Protected Health Information on behalf of Business Associate agree to comply with the applicable requirement of the Security Rule by entering into a contract or other arrangement that complies with 45 C.F.R. § 164.314; and (iii) report to Covered Entity any Security Incident of which Business Associate becomes aware, including any Breach of Unsecured Protected Health Information as required by 45 C.F.R. § 164.410. Business Associate's obligations under this Section are in addition to its other obligations set forth in Section 2 of this Agreement.

2.12 Reporting.

(a) Within two (2) business days of Discovery, Business Associate will report to Covered Entity any use or disclosure of Covered Entity's PHI that is not permitted by this Agreement. Without unreasonable delay, and in any event no later than five (5) days after Discovery, Business Associate shall provide Covered Entity with written notification that includes: (i) a description of the Breach, (ii) to the extent possible, the identification of each Individual whose Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used or disclosed during the Breach, and (iii) any other available information that Covered Entity is required to include in notifications to Individuals under 45 C.F.R. § 164.404(c) at the time of the written notification or promptly thereafter as information becomes available. Further, Business Associate will provide Covered Entity any additional information required under the HITECH Act and its implementing regulations, as amended from time to time.

(b) Immediately following Discovery, but in no event later than two (2) business days, Business Associate will report to Covered Entity any suspected or actual Breach of Unsecured Protected Health Information, any suspected or actual disclosure or inappropriate access of Covered Entity's information, or any Security Incident.

2.13 HITECH Act. Business Associate and Covered Entity agree that to the extent not incorporated or referenced in this Agreement, other requirements under the HITECH Act (as well as any other requirements under HIPAA) that apply to business associates and that are required to be incorporated by reference in a business associate agreement are incorporated into this Agreement as if set forth in this Agreement in their entirety and are effective as of the applicable date for each such requirement on which HHS will require business associates to comply with such requirement. Business Associate shall comply with the obligations of a business associate as prescribed by the HIPAA Law and the HITECH Act, commencing on such applicable date of each such requirement.

III. PERMITTED USES AND DISCLOSURES

3.1 Use or Disclosure to Provide Services Under the Services Agreement. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

3.2 Use or Disclosure for Business Associate's Management and Administration. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for its

proper management and administration or to carry out its legal responsibilities. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for its proper management and administration, provided that such disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.3 Use or Disclosure to Provide Data Aggregation Services. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

3.4 De-Identification of Protected Health Information. Business Associate may de-identify any and all Protected Health Information provided that de-identification conforms to the requirements of the Privacy Rule. The parties acknowledge and agree that data that is de-identified in accordance with the Privacy Rule is not Protected Health Information under the terms of this Agreement. Business Associate shall not sell any Protected Health Information without the express consent of Covered Entity. Deidentification consists of removing the following information from Protected Health Information:

(a) Names;

(b) All geographic subdivisions smaller than a State, including street address, city, county, precinct, zip code, and their equivalent geocodes, except for the initial three digits of a zip code if, according to the current publicly available data from the Bureau of the Census:

(1) The geographic unit formed by combining all zip codes with the same three initial digits contains more than 20,000 people; and

(2) The initial three digits of a zip code for all such geographic units containing 20,000 or fewer people is changed to 000.

(c) All elements of dates (except year) for dates directly related to an individual, including birth date, admission date, discharge date, date of death; and all ages over 89 and all elements of dates (including year) indicative of such age, except that such ages and elements may be aggregated into a single category of age 90 or older;

(d) Telephone numbers;

(e) Fax numbers;

(f) Electronic mail addresses;

(g) Social security numbers;

(h) Medical record numbers;

(i) Health plan beneficiary numbers;

(j) Account numbers;

(k) Certificate/license numbers;

(l) Vehicle identifiers and serial numbers, including license plate numbers;

(m) Device identifiers and serial numbers;

(n) Web Universal Resource Locators (URLs);

- (o) Internet Protocol (IP) address numbers;
- (p) Biometric identifiers, including finger and voice prints;
- (q) Full face photographic images and any comparable images; and
- (r) Any other unique identifying number, characteristic, or code, except as permitted by paragraph (c) of this section. 45 C.F.R. § 164.514(b)(2).

3.5 Minimum Necessary Uses, Disclosures and Requests. Subject to the exceptions described in 45 C.F.R. §164.502(b)(2), Business Associate must make reasonable efforts to limit Protected Health Information to the minimum necessary to accomplish the intended purpose of a use, disclosure or request otherwise permitted by this Agreement, as required by the Privacy Rule.

IV. RESPONSIBILITIES OF COVERED ENTITY

4.1 Notice of Privacy Practices. Covered Entity shall notify Business Associate of any limitation(s) of which it is aware in the notice of privacy practices of Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

4.2 Change or Revocation of Permission. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information of which Covered Entity is aware, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

4.3 Restrictions on Use or Disclosure. Covered Entity shall notify Business Associate of any restriction, of which Covered Entity is aware, to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

V. IMPERMISSIBLE REQUESTS BY COVERED ENTITY

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

VI. TERM AND TERMINATION

6.1 Term. The term of this Agreement shall be effective as of the date of the Services Agreement and shall expire when all of the Protected Health Information is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in Section 6.3 of this Agreement.

6.2 Termination. Upon Covered Entity's knowledge of a material breach or violation of this Agreement by Business Associate, Covered Entity may either: (i) provide an opportunity for Business Associate to cure the breach or end the violation and terminate, without penalty, this Agreement and the Services Agreement if Business Associate does not cure the breach or end the violation within forty-five (45) days of receiving notice of such breach or violation from Covered Entity; or (ii) immediately terminate, without penalty, this Agreement and the Services Agreement if Business Associate has

breached or violated a material term of this Agreement and Covered Entity reasonably determines that cure is not feasible.

6.3 Return or Destruction of Protected Health Information Upon Termination.

(a) Except as provided in (b) below, upon termination for any reason of this Agreement, Business Associate shall return or destroy all Protected Health Information, including such information in the possession of subcontractors or agents of Business Associate, and shall certify to Covered Entity in writing and provide satisfactory evidence that Business Associate has fully accomplished the same. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event Business Associate determines that returning or destroying such Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Business Associate shall then extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VII. MODIFICATIONS TO COMPLY WITH STANDARDS

Covered Entity and Business Associate agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Law, the HITECH Act, and any other applicable law.

VIII. MISCELLANEOUS

8.1 Organizational Representations. Each party represents and warrants to the other party that:

(a) It is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized or licensed;

(b) It has the full power to enter into this Agreement and to perform its obligations described in this Agreement;

(c) The performance by it of its obligations hereunder have been duly authorized by all necessary corporate or other actions and will not violate any provision of any charter or bylaws or similar organizational or governing document;

(d) Neither the execution of this Agreement by such party nor its performance hereunder will directly or indirectly violate or interfere with the terms of any other agreement to which it is a party or give any governmental entity the right to suspend, terminate or modify any of its governmental authorizations or assets required for its performance;

(e) Its employees, agents, representatives and members of its workforce, whose services may be used to fulfill obligations under this Agreement, are or shall be appropriately informed

of the terms of this Agreement and are under legal obligations, by contract or otherwise, sufficient to enable such party to fully comply with all provisions of this Agreement; and

(f) It will reasonably cooperate with the other party in the performance of the mutual obligations under this Agreement.

8.2 Regulatory References. A reference in this Agreement to a section in the Privacy Rule, the Security Rule, the HITECH Act, or any other section promulgated under HIPAA means the section as in effect or as amended.

8.3 Survival. Any provision of this Agreement which by its terms imposes an obligation which continues following termination of this Agreement shall survive the termination of this Agreement and shall continue to be binding on the parties.

8.4 Injunctive Relief. Business Associate understands and acknowledges that any use or disclosure of Protected Health Information in violation of this Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further use or disclosure and for such other relief as Covered Entity shall deem appropriate. Such right of Covered Entity is to be in addition to the remedies otherwise available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

8.5 Interpretation; Entire Agreement; Amendment; Waiver. The headings of sections in this Agreement are for reference only and shall not affect the meaning of this Agreement. Any ambiguity in this Agreement shall be resolved to permit Covered Entity and Business Associate to comply with HIPAA and/or the HITECH Act. With respect to the subject matter of this Agreement, this Agreement supersedes all previous contracts by and between the parties and, together with the Services Agreement, constitutes the entire agreement between the parties. In the event that a provision of this Agreement conflicts with a provision of the Services Agreement, the provision of this Agreement shall control; provided, however, that to the extent that any provision within the Services Agreement imposes more stringent requirements than that required in the Agreement, the parties agree to adhere to the terms of the Services Agreement. Otherwise, this Agreement shall be construed under, and in accordance with, the terms of the Services Agreement. This Agreement may be amended only by written agreement between the parties. The failure of either party to enforce at any time any provision of this Agreement shall not be construed as a waiver of such provision, nor in any way affect the validity of this Agreement or the right of either party thereafter to enforce each as every such provision. Waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or any different provision.

8.6 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors and assigns of the parties any rights, remedies, obligations, or liabilities whatsoever.

8.7 Notices. Any notice required or permitted under this Agreement shall be given in writing and delivered by electronic mail or facsimile with confirmation of receipt, by hand, by nationally recognized overnight delivery service or by registered or certified mail, postage pre-paid and return receipt requested, to the following:

Covered Entity: Address provided when registering

Business Associate: DrugPak, LLC
P.O. Box 51174
Knoxville, Tennessee 37950

Notice of a change in address of one of the parties shall be given in writing to the other party as provided above. All notices shall be effective upon receipt.

8.8 Assignment; Binding Effect. No assignment of the rights or obligations of either party under this Agreement shall be made without the express written consent of the other party, which consent shall not be unreasonably withheld. This Agreement shall be binding upon and shall inure to the benefit of the parties, their respective successors and permitted assignees.

8.9 Severability. If any provision of this Agreement is rendered invalid or unenforceable by the decision of any court, arbitrator or administrative body, such invalid or unenforceable provision shall be severed from this Agreement and all other provisions of this Agreement shall remain in full force and effect.

RESOLUTION
23-283

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, May 8, 2023.

WHEREAS, the Pittsburg County wishes to declare the following item surplus to be sold by sealed bid for the Canadian Fire Department

One (1), 1989 Ford FN9 Truck
VIN# 1FTYW90W5KV A61179

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.

Sealed bids will be received and filed with the Pittsburg County Clerk until Friday, June 9, 2023 at 4:00 p.m. All bids received after 4:00 p.m. on Friday, June 9, 2023 WILL NOT BE OPENED. Bids will be opened on Monday, June 12, 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



1989 Ford L9000
350 Cummins Engine
9 Speed Eaton Fuller Transmission
Chelsey Pro Hale Pump
Twin screw rear end
2500 gal. Tank
2 rear intakes
2 side discharge
Air Brakes
Needs some wiring redone
Needs 1 rear tire replaced
VIN: 1FTYW90W5KVA61179

RECORD OF TOOLS, APPARATUS, MACHINERY AND EQUIPMENT

CODE NO. FD. Canad 802-5

OFFICE OR DEPT. OF Canadian Fire Dept. COUNTY OF PITTSBURG

S.A.&I. No. 3511

RECORD OF ITEMS ACQUIRED

Name of Item 1999 Ford LN9 Truck Trade Name _____

Description _____

Item No. _____ Serial No. Vin# 1FTYW90W5KVA61179 Model No. _____

If acquired by purchase and County actually has title thereto, give following information:

Date Acquired 10-16-13 Cost \$ 4,800.00 P.O. No. 3162 Warrant No. 702

Federal Grant money used \$ 0 Federal Contract No. _____ CFDA No. _____

If County does not have title but is holding under lease or rental contract, give following information:

Date of Contract _____ Purchase Price as Shown by Contract \$ _____ Monthly Rental \$ _____

Location on Date of Inventory Canadian Fire Dept. Station

Name of Vendor or Lessor _____ Address _____

Remarks _____

RECORD OF ITEMS DISPOSED OF

Name of Item _____

Item No. _____ Serial No. _____

Indicate Whether Sold, Traded or Junked _____

Amount received by Sale or Trade \$ _____ Date of Disposition _____

To Whom Sold or Traded _____ Address _____

Remarks _____

INSTRUCTIONS

When an Item is acquired by purchase with no trade in, enter in Schedule "A". When an item is traded in on another item, enter the item so

Schedule "A"

Schedule "B"

ipulpa

RESOLUTION
23-284
To Advertise

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, May 8, 2023.

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

Bids to Replace all carpet in the Pittsburg County Health Department

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

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

Sealed bids will be received and filed with the Pittsburg County Clerk until Friday, May 19, 2023 at 4:00 p.m. All bids received after 4:00 p.m. on Friday, May 19, 2023 WILL NOT BE OPENED. Bids will be opened on Monday, May 22, 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

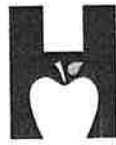


MEMBER



COUNTY CLERK





1400 East College Avenue
Pittsburg County Health Department
McAlester, OK 74501

(918) 423-1267

Bid Specifications
To
Replace all carpet in the Pittsburg County Health Department

Flooring-Carpet Products:

Carpet replacement will be commercial grade tile squares 24" x 24"; Aladdin Rule Breaker Tile (style 2B134 Nickle) or equivalent.

4" Base Cove w/toe- Johnsonite (style RWDC-167-A Fudge) or equivalent.

Carpet to tile transition (Wide)
Transition carpet to VCT

Carpet Installation Accessories:

Commercial Tile Adhesive/Glue
Cove base Adhesive
Floor Leveling Patch

Scope of Work:

Move Furniture
Carpet Tile Removal
Carpet Tile Install (approx. 1450 square yards)
Cove Base & Transitions install

Bids to include estimated after hour labor cost for installation in restricted areas that cannot be completed during normal business hours.

RESOLUTION
23-285

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, May 8, 2023.

WHEREAS, the Board of County Commissioners, Pittsburg County, has received updated information on all county building appraisals from the Association of County Commissioners of Oklahoma Self-Insured Group (ACCO-SIG).

WHEREAS, during the Fall of 2022, the Association of County Commissioners of Oklahoma Self-Insured Group, sent appraisers to Pittsburg County to update the appraisals on all county-owned buildings and structures.

WHEREAS, the Board of County Commissioners, Pittsburg County, have had the opportunity to review the reports, EXHIBIT A, and find that the report and all appraisals seen accurate and wish to approve and accept the updated appraised values.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby accept and approve the updated appraised values of all county-owned buildings and structures as provided by the Association of County Commissioners of Oklahoma Self-Insured Group (ACCO-SIG).

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN



VICE-CHAIRMAN



MEMBER

COUNTY CLERK



ASSET WORKS ACV AMOUNTS

COUNTY	BUILDING NAME	ADDRESS	CITY		Current ACCO Building Value	Appraised Building Replacement Cost Value	Current ACCO Contents Value	Appraised Contents Replacement Cost Value
PITTSBURG COUNTY	COURTHOUSE & ANNEX	115 E. CARL ALBERT PKWY	MCALESTER	74501	15,014,000	14,626,200	890,000	3,525,700
PITTSBURG COUNTY	JAIL & SHERIFFS OFFICE	1210 N. WEST STREET	MCALESTER	74501	11,000,000	13,265,600	270,000	927,100
PITTSBURG COUNTY	AUXILLARY POWER GENERATOR	R1210 N. WEST ST.	MCALESTER	74501	0	169,600	60,945	0
PITTSBURG COUNTY	SHOP & GARAGE	R1210 N. WEST ST.	MCALESTER	74501	10,000	51,300	4,000	39,300
PITTSBURG COUNTY	EQUIP/SUPPLY STORAGE	1210 N. WEST STREET	MCALESTER	74501	4,000	20,000	2,000	5,000
PITTSBURG COUNTY	TOWER	1210 N. WEST STREET	MCALESTER	74501	6,000	35,400	4,000	0
PITTSBURG COUNTY	FAIRGROUNDS BLDG #1	4510 W HWY 270	MCALESTER	74501	264,000	171,800	100,000	25,000
PITTSBURG COUNTY	FARIGROUNDS BDLG #2	4510 W HWY 270	MCALESTER	74501	150,000	168,400	0	25,000
PITTSBURG COUNTY	FAIRGROUNDS BLDG #3	4510 W HWY 270	MCALESTER	74501	150,000	168,400	0	25,000
PITTSBURG COUNTY	FAIRGROUNDS BLDG #4	4510 W HWY 270	MCALESTER	74501	150,000	168,400	0	25,000
PITTSBURG COUNTY	AMPITHEATER	4510 W HWY 270	MCALESTER	74501	150,000	165,800	0	0
PITTSBURG COUNTY	LIGHTS & POLES	4510 W HWY 270	MCALESTER	74501	150,000	0	0	0
PITTSBURG COUNTY	FAIRGROUND BLDG- JOE, NED, EMMA MEMORIAL	4510 W HWY 270	MCALESTER	74501	6,000	168,400	0	25,000
PITTSBURG COUNTY	WASH RACK	4510 W HWY 270	MCALESTER	74501	0	12,000	0	0
PITTSBURG COUNTY	FAIRGROUND- STORAGE BUILDING	4510 W HWY 270	MCALESTER	74501	0	23,600	0	16,400
PITTSBURG COUNTY	FENCES & ARBOARS	1501 CHURCH STREET	MCALESTER	74501	6,000	0	0	0
PITTSBURG COUNTY	D-3 WAREHOUSE	1509 N 15TH	MCALESTER	74501	36,000	334,100	80,000	157,400
PITTSBURG COUNTY	D-3 SHOP & OFFICE BLDGS.	1509 N 15TH	MCALESTER	74501	819,000	221,400	110,000	127,900
PITTSBURG COUNTY	D-3 EQUIP SHED	1509 N 15TH	MCALESTER	74501	0	84,900	0	54,000
PITTSBURG COUNTY	ANIMAL SHELTER	1206 NW STREET	MCALESTER	74501	1,171,900	843,100	200,000	195,000
PITTSBURG COUNTY	D-2 SHOP BLDG.	615 PITTSBURG ROAD	MCALESTER	74501	418,500	443,600	110,000	282,800
PITTSBURG COUNTY	D-2 EQUIPMENT STORAGE	615 PITTSBURG ROAD	MCALESTER	74501	0	412,400	0	147,000
PITTSBURG COUNTY	D-2 COMPRESSOR BUILDING	615 PITTSBURG ROAD	MCALESTER	74501	0	21,000	0	20,500
PITTSBURG COUNTY	D-1 OFFICE/SHOP	200 N. CRAIG	HAILEYVILLE	74546	495,000	694,900	50,000	123,000
PITTSBURG COUNTY	D1 SATELITE SHOP	407 N E TIGNOR RD	MCALESTER	74501	0	76,600	0	60,500
PITTSBURG COUNTY	D-1 EQUIPMENT STORAGE	200 N CRAIG	HAILEYVILLE	74546	0	74,200	0	45,400
PITTSBURG COUNTY	TOWERS-ANTENNAS	35.183053, -95.337181	HAILEYVILLE	74546	20,000	36,800	0	0
PITTSBURG COUNTY	TOWER BUILDING	35.183053, -95.337181	HAILEYVILLE	74547	0	3,200	0	10,000
PITTSBURG COUNTY	COUNTY HEALTH DEPT	1400 E. COLLEGE	MCALESTER	74501	5,000,000	5,660,700	698,894	1,133,800
PITTSBURG COUNTY	EMERGENCY MGMT CENTER	705 EOC DRIVE	MCALESTER	74501	3,188,266	2,506,300	69,230	500,000
PITTSBURG COUNTY	ERMG MGMT STORAGE/ EQUIP SHOP	705 EOC DRIVE	MCALESTER	74501	0	189,300	0	73,800
PITTSBURG COUNTY	EMERGENCY MGMT CENTER-WAREHOUSE	705 EOC DRIVE	MCALESTER	74501	0	1,211,200	0	536,400
PITTSBURG COUNTY	OSU EXT CTR	707 W. ELECTRIC	MCALESTER	74501	739,500	786,000	75,000	205,000
PITTSBURG COUNTY	OSU EXT STORAGE 1	707 W ELETRIC	MCALESTER	74501	0	25,000	0	15,000
PITTSBURG COUNTY	OSU EXT STORAGE 2	707 W ELETRIC	MCALESTER	74501	0	9,200	0	9,000
PITTSBURG COUNTY	ASPHALT PLANT	6460 E. US HWY 279	MCALESTER	74501	1,496,106	1,496,106	5,000	5,000
PITTSBURG COUNTY	EXPO CENTER	4500 W HWY 270	MCALESTER	74501	0	7,400,800	0	813,300
PITTSBURG COUNTY	EXPO STORAGE 1	4500 W HWY 270	MCALESTER	74501	0	126,400	0	66,900
PITTSBURG COUNTY	EXPO STORAGE 2	4500 W HWY 270	MCALESTER	74501	0	35,300	0	24,600
GRAND TOTALS					\$ 40,444,272	\$ 51,907,406	\$ 2,729,069	\$ 9,244,800

Exhibit "A"

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

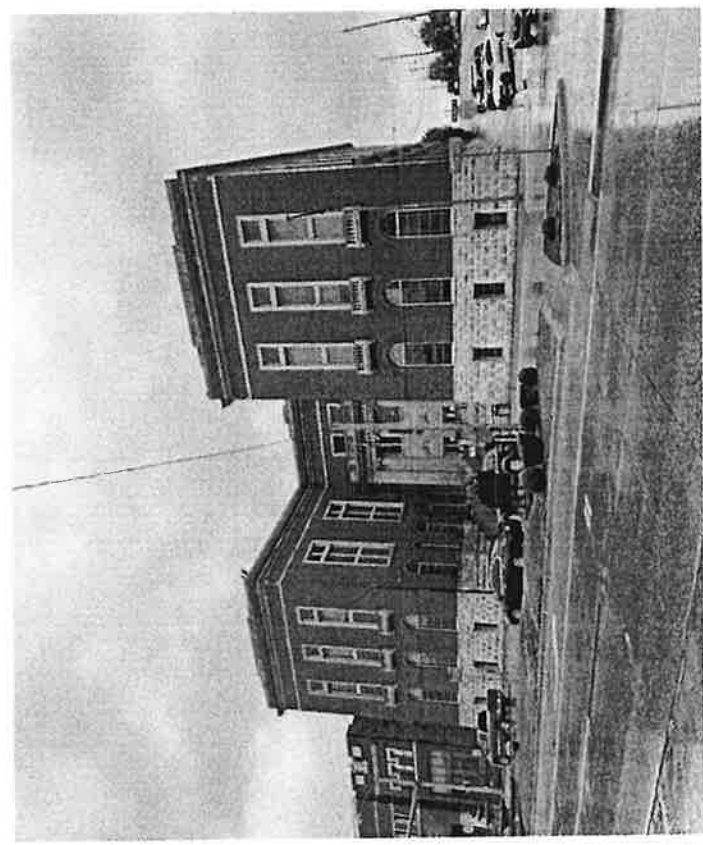
Asset Number: 064001001
Unique Location Number: 1
Member: 064 - PITTSBURG COUNTY
Site: 001 - COURTHOUSE & STATUE
Building: 001 - COURTHOUSE & ANNEX
Historical: YES
Department: 115 E. CARL ALBERT PKWY
 MCALESTER, OK 74501
Built/Acquired: 1926/1926
Inspection Date: 05/24/2022
No. Stories: 3
Total Sq. Ft.: 80342
Basement: YES
Basement Sq. Ft.: 7088
Flood Zone: X
Condition: AVERAGE
Occupancy: 80017 - TANK/RESERVOIR (SURFACE)- WELDED STEEL
Frame Type: JM - JOISTED MASONRY
ISO Construction Class: 2 - JOISTED MASONRY
GPS Lat & Long: 34.93319, -95.76737
Fire Alarm: FIRE ALARM - AUTOMATIC 100%, FIRE ALARM - MANUAL 100%
Sprinkler Type: WET PIPE 100%
Security System: VIDEO SURVEILLANCE 100%

Building Secondary Attributes

Exterior Walls: EIFS, BRICK ON CONCRETE BLOCK
Roofing Type: SINGLE MEMBRANE,
 FLAT,
Roofing Pitch: FLAT,
Roofing Shape: CERAMIC TILE, CARPETING
Flooring Type: ACOUSTICAL,
 DRYWALL/STUDS,
Partitions: CONCRETE FOUNDATION WALLS, CONCRETE FOOTING FOUNDATION
Foundation Type: CONCRETE FOUNDATION WALLS, CONCRETE FOOTING FOUNDATION
Perimeter: 1158 **Avg Story Height:** 14

Valuation Conclusions

As Of Date: 06/30/2022
Valuation Source: Appraisal
Replacement Cost New: 14,626,200.00
Exclusion Amount: 877,600.00
Reproduction Cost: 18,761,800.00
Modeled Contents Value: 3,525,700.00



ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

Services

AIR CONDITIONING - FORCED AIR
ELECTRICAL
HEATING - FORCED WARM AIR
PLUMBING

Features

PASSENGER ELEVATOR
Features Memo
ELEVATOR (1)

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

Windstorm Attributes
Basement

BASEMENT WITHOUT FLOOD PROTECTION 3

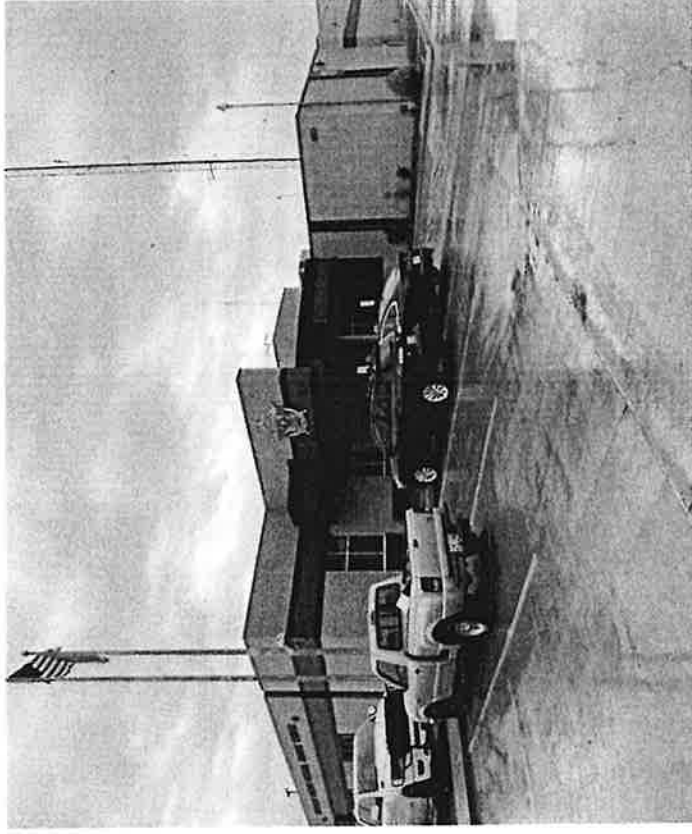
Asset Number: 064002002
Unique Location Number: 2
Member: 064 - PITTSBURG COUNTY
Site: 002 - JAIL, SHERIFFS OFFICE, EM OFFICE
Building: 002 - JAIL & SHERIFFS OFFICE

Historical: NO

Department: 1210 N. WEST STREET
 MCLESTER, OK 74501

Build/Acquired: 2010/2010
Inspection Date: 05/24/2022
No. Stories: 2
Total Sq. Ft.: 52528
Basement: NO
Basement Sq. Ft.:
Flood Zone: X
Condition: AVERAGE

Occupancy: 20028 - JAIL/CORRECTIONS
Frame Type: RC - REINFORCED CONCRETE
ISO Construction Class: 6 - FIRE RESISTIVE
GPS Lat & Long: 34.949378, -95.780461
Fire Alarm: FIRE ALARM - AUTOMATIC 100%, FIRE ALARM - MANUAL 100%
Sprinkler Type: WET PIPE 100%
Security System: VIDFO SURVFI11 ANCF 100%



Building Secondary Attributes
Exterior Walls: BRICK ON MASONRY,
 SINGLE MEMBRANE,
Roofing Type: FLAT,
Roofing Pitch: FLAT,
Roofing Shape: FLAT,
Flooring Type: SEALER, VINYL
Ceiling Type: ACOUSTICAL, DRYWALL
Partitions: CONCRETE BLOCK, DRYWALL/STUDS
Foundation Type: CONCRETE FOUNDATION WALLS, CONCRETE FOOTING FOUNDATION
Perimeter: 1024 **Avg Story Height:** 14

Valuation Conclusions
As Of Date: 06/30/2022
Valuation Source: Appraisal
Replacement Cost New: 13,265,600.00
Exclusion Amount: 795,900.00
Modeled Contents Value: 927,100.00

General Attributes
Fire Hydrant Dist: 75 feet
Fire Dept Dist: 1.3 miles
Nearest Ocean: 384 miles

Services

- AIR CONDITIONING - ROOFTOP
- ELECTRICAL
- HEATING - ROOFTOP
- PLUMBING

Features

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

09/12/2022

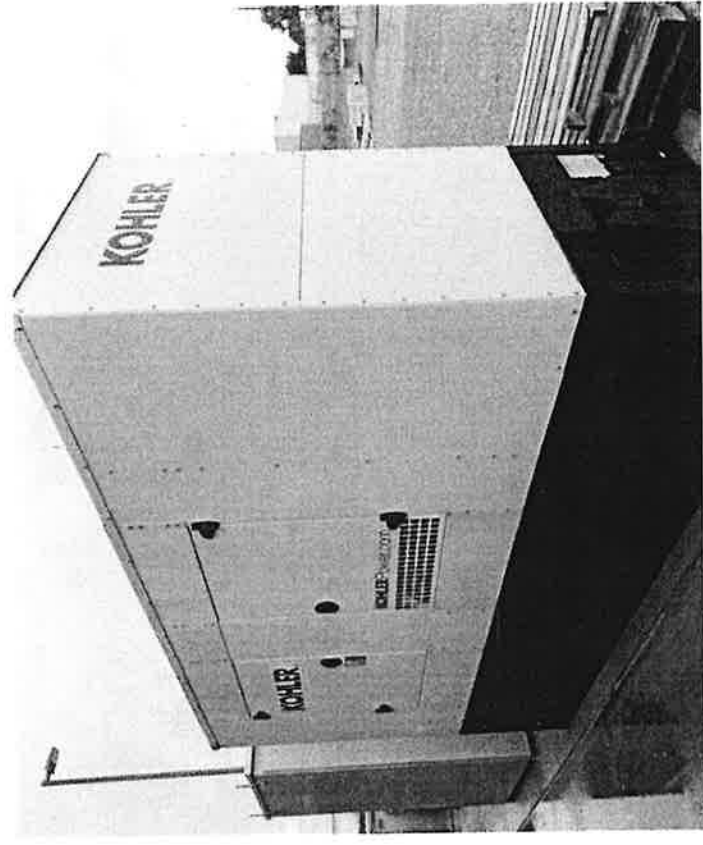
Windstorm Attributes
Basement

BASEMENT WITHOUT FLOOD PROTECTION 3

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

09/12/2022

Asset Number: 064002004
 Unique Location Number: 4
 Member: 064 - PITTSBURG COUNTY
 Site: 002 - JAIL, SHERIFFS OFFICE, EM OFFICE
 Building: 004 - AUXILIARY POWER GENERATOR
 Historical: NO
 Department: R1210 N. WEST ST.
 MCALESTER, OK 74501
 Built/Acquired: 2010/2010
 No. Stories: 1
 Basement: NO
 Flood Zone: X
 Occupancy: 20026 - GENERATOR BUILDING
 Frame Type: MNC - MASONRY NON-COMBUSTIBLE
 ISO Construction Class: 4 - MASONRY NON-COMBUSTIBLE
 GPS Lat & Long: 34.949091, -95.779885
 Fire Alarm:
 Sprinkler Type:
 Security System:
 Inspection Date: 05/24/2022
 Total Sq. Ft.: 1200
 Basement Sq. Ft.:
 Condition: AVERAGE



Building Secondary Attributes
 Exterior Walls: NONE,
 Roofing Type:
 Roofing Pitch:
 Roofing Shape:
 Flooring Type:
 Ceiling Type:
 Partitions:
 Foundation Type:
 Perimeter:
 Avg Story Height:

General Attributes
 Fire Hydrant Dist: 175 feet
 Fire Dept Dist: 1.3 miles
 Nearest Ocean: 384 miles

Valuation Conclusions
 As Of Date: 06/30/2022
 Valuation Source: Appraisal
 Replacement Cost New: 169,600.00
 Exclusion Amount: 0.00
 Modeled Contents Value: 0.00

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

09/12/2022

Services
ELECTRICAL

Features

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

09/12/2022

Windstorm Attributes
Basement

NO BASEMENT 1

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

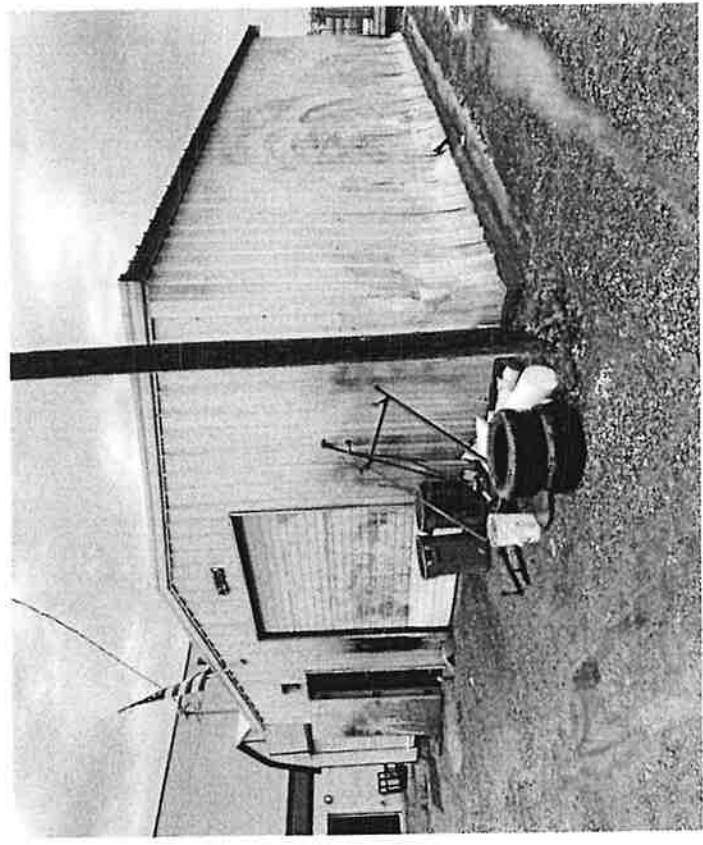
Asset Number: 064002005
Unique Location Number: 5
Member: 064 - PITTSBURG COUNTY
Site: 002 - JAIL, SHERIFFS OFFICE, EM OFFICE
Building: 005 - SHOP & GARAGE
Historical: NO
Department: R1210 N. WEST ST.
 MCALESTER, OK 74501
Built/Acquired: 1995/1995
Inspection Date: 05/24/2022
No. Stories: 1
Total Sq. Ft.: 1200
Basement: NO
Basement Sq. Ft.:
Flood Zone: X
Condition: AVERAGE
Occupancy: 70014 - GARAGE / SHOP
Frame Type: PES - PRE-ENGINEERED STEEL
ISO Construction Class: 3 - NON COMBUSTIBLE
GPS Lat & Long: 34.949042, -95.779723
Fire Alarm:
Sprinkler Type:
Security System:

Building Secondary Attributes

Exterior Walls: METAL SIDING ON GIRTS,
 METAL,
Roofing Type: LOW (1/12-4/12),
Roofing Pitch: GABLE,
Roofing Shape: SEALER,
Flooring Type: NONE,
Ceiling Type: DRYWALL/STUDS,
Partitions: CONCRETE SLAB ON GROUND,
Foundation Type: 140
Perimeter: Avg Story Height: 12

General Attributes

Fire Hydrant Dist 150 feet
Fire Dept Dist 1.3 miles
Nearest Ocean 384 miles



Valuation Conclusions

As Of Date 06/30/2022
Valuation Source Appraisal
Replacement Cost New 51,300.00
Exclusion Amount 2,600.00
Modeled Contents Value 39,300.00

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

Services
ELECTRICAL

Features

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

09/12/2022

Windstorm Attributes
Basement

NO BASEMENT 1

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

Asset Number: 064002007
 Unique Location Number: 7
 Member: 064 - PITTSBURG COUNTY
 Site: 002 - JAIL, SHERIFFS OFFICE, EM OFFICE
 Building: 007 - EQUIP/SUPPLY STORAGE

Historical: NO

1210 N. WEST STREET
 MCALESTER, OK 74501

Department:
 Built/Acquired: 1992/1992
 No. Stories: 1
 Basement: NO
 Flood Zone: X
 Inspection Date: 05/24/2022
 Total Sq. Ft.: 1200
 Basement Sq. Ft.:
 Condition: AVERAGE

Occupancy: 20025 - GARAGE - STORAGE
 Frame Type: PES - PRE-ENGINEERED STEEL
 ISO Construction Class: 3 - NON COMBUSTIBLE
 GPS Lat & Long: 34.949141, -95.779488

Fire Alarm:
 Sprinkler Type:
 Security System:



Building Secondary Attributes
 Exterior Walls: METAL SIDING ON GIRTS.
 Roofing Type: METAL,
 Roofing Pitch: LOW (1/12-4/12),
 Roofing Shape: GABLE,
 Flooring Type: EARTH,
 Ceiling Type: NONE,
 Partitions: NONE,
 Foundation Type: POLE,
 Perimeter: 140

Avg Story Height: 14

General Attributes
 Fire Hydrant Dist: 200 feet
 Fire Dept Dist: 1.3 miles
 Nearest Ocean: 384 miles

Valuation Conclusions
 As Of Date: 06/30/2022
 Valuation Source: Appraisal
 Replacement Cost New: 20,000.00
 Exclusion Amount: 800.00
 Modeled Contents Value: 5,000.00

Services
ELECTRICAL

Features

Windstorm Attributes
Basement

NO BASEMENT 1

Notes

2 (8X14) STORAGE CONTAINERS FOR STOLLEN PROPERTY

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

Asset Number: 064002012
Unique Location Number: 12
Member: 064 - PITTSBURG COUNTY
Site: 002 - JAIL, SHERIFFS OFFICE, EM OFFICE
Building: 012 - TOWER

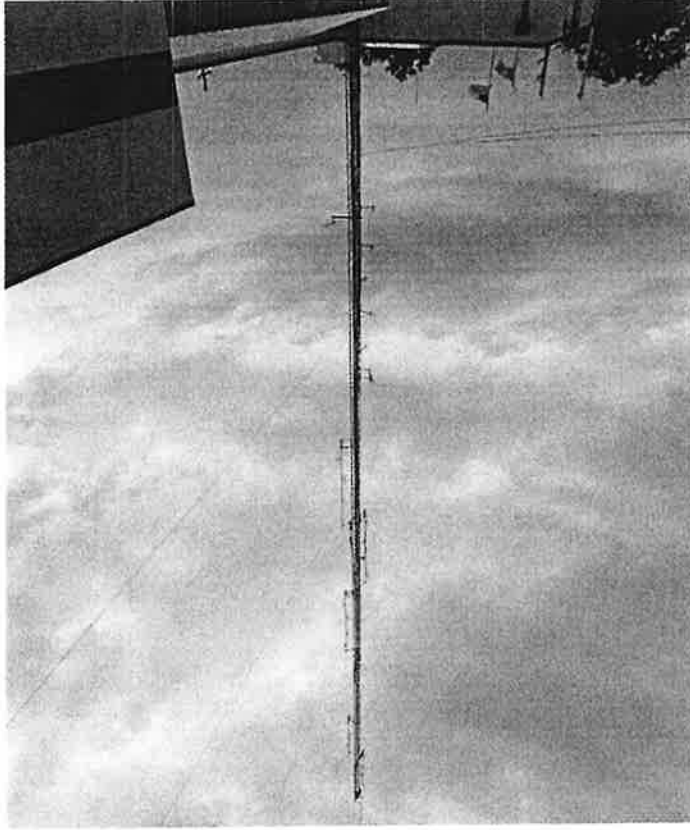
1210 N. WEST STREET
MCLESTER, OK 74501
Department: NO
Built/Acquired: 1999/1999
No. Stories: 1
Basement: NO
Flood Zone: X
Occupancy: 20009 - COMMUNICATION TOWER
Frame Type: PES - PRE-ENGINEERED STEEL
ISO Construction Class: 3 - NON COMBUSTIBLE
GPS Lat & Long: 34.949208, -95.780216
Fire Alarm:
Sprinkler Type:
Security System:

Historical: NO
Inspection Date: 05/24/2022
Total Sq. Ft.: 200
Basement Sq. Ft.:
Condition: AVERAGE

Building Secondary Attributes
Exterior Walls: NONE,
Roofing Type: ,
Roofing Pitch: ,
Roofing Shape: ,
Flooring Type: NONE,
Ceiling Type: NONE,
Partitions: NONE,
Foundation Type: ,
Perimeter:

General Attributes
Fire Hydrant Dist: 80 feet
Fire Dept Dist: 1.3 miles
Nearest Ocean: 384 miles

Avg Story Height:



Valuation Conclusions
As Of Date: 06/30/2022
Valuation Source: Appraisal
Replacement Cost New: 35,400.00
Exclusion Amount: 0.00
Modeled Contents Value: 0.00

Services
ELECTRICAL

Features

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

09/12/2022

Windstorm Attributes
Basement

NO BASEMENT 1

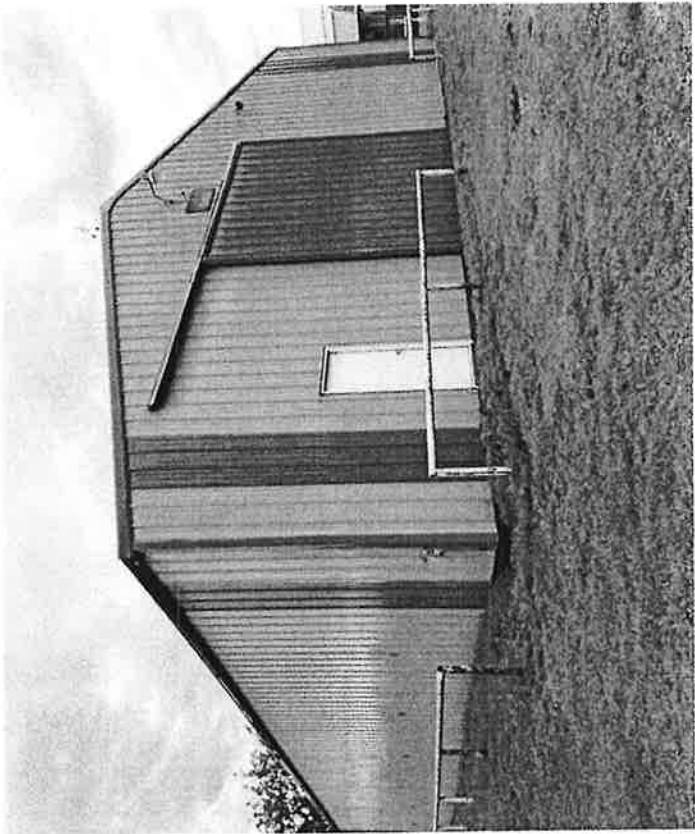
ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

Asset Number: 064003020
Unique Location Number: 20
Member: 064 - PITTSBURG COUNTY
Site: 003 - FAIRGROUNDS
Building: 020 - FAIRGROUNDS BLDG #1
Historical: NO
Department: MCALESTER, OK 74501
Built/Acquired: 1979/1989
Inspection Date: 05/24/2022
No. Stories: 1
Total Sq. Ft.: 4000
Basement: NO
Basement Sq. Ft.:
Flood Zone: X
Condition: AVERAGE
Occupancy: 50004 - BARN - GENERAL PURPOSE
Frame Type: WD - WOOD
ISO Construction Class: 1 - FRAME/COMBUSTIBLE
GPS Lat & Long: 34.942708, -95.82551
Fire Alarm:
Sprinkler Type:
Security System:

Building Secondary Attributes
Exterior Walls: METAL SIDING/STUDS,
Roofing Type: METAL,
Roofing Pitch: MEDIUM (5/12-8/12),
Roofing Shape: GABLE,
Flooring Type: EARTH,
Ceiling Type: NONE,
Partitions: NONE,
Foundation Type: POLE,
Perimeter: 260
Avg Story Height: 16

General Attributes
Fire Hydrant Dist 100 feet
Fire Dept Dist 3.3 miles
Nearest Ocean 384 miles

Valuation Conclusions
As Of Date 06/30/2022
Valuation Source Appraisal
Replacement Cost New 171,800.00
Exclusion Amount 8,600.00
Modeled Contents Value 25,000.00



ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

09/12/2022

Services
ELECTRICAL
HEATING - UNIT HEATERS
PLUMBING

Features

Windsform Attributes
Basement

NO BASEMENT 1

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

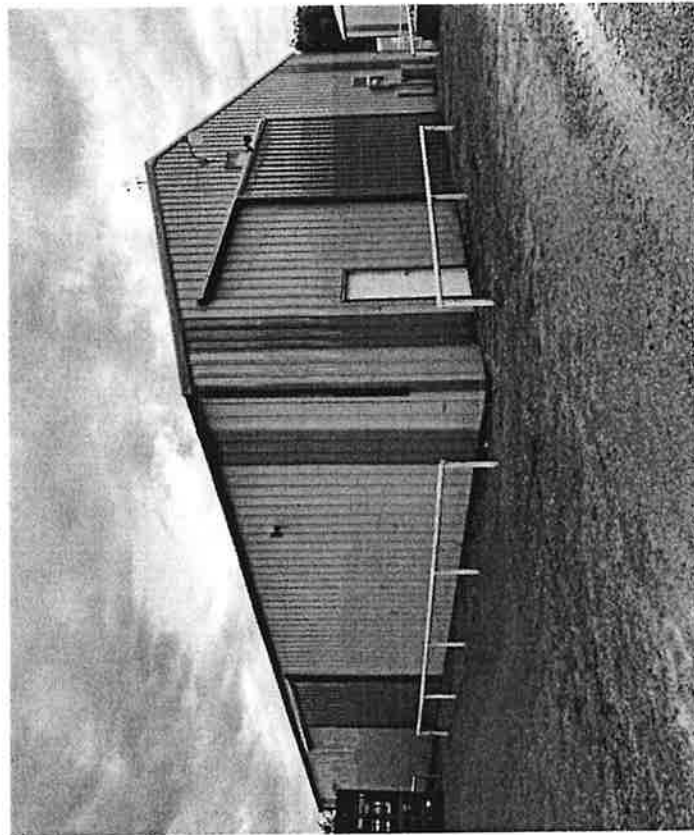
Asset Number: 064003021
Unique Location Number: 21
Member: 064 - PITTSBURG COUNTY
Site: 003 - FAIRGROUNDS
Building: 021 - FAIRGROUNDS BDLG #2
Historical: NO
4510 W HWY 270
MCALLESTER, OK 74501
Department:
Built/Acquired: 1979/1979
Inspection Date: 05/24/2022
No. Stories: 1
Total Sq. Ft.: 4000
Basement: NO
Basement Sq. Ft.:
Flood Zone: X
Condition: AVERAGE
Occupancy: 50004 - BARN - GENERAL PURPOSE
Frame Type: PES - PRE-ENGINEERED STEEL
ISO Construction Class: 3 - NON COMBUSTIBLE
GPS Lat & Long: 34.942919, -95.825796
Fire Alarm:
Sprinkler Type:
Security System:

Building Secondary Attributes

Exterior Walls: METAL SIDING ON GIRTS,
Roofing Type: METAL,
Roofing Pitch: MEDIUM (5/12-8/12),
Roofing Shape: GABLE,
Flooring Type: SEALER,
Ceiling Type: NONE,
Partitions: NONE,
Foundation Type: CONCRETE SLAB ON GROUND, POLE
Perimeter: 260
Avg Story Height: 16

Valuation Conclusions

As Of Date: 06/30/2022
Valuation Source: Appraisal
Replacement Cost New: 168,400.00
Exclusion Amount: 8,400.00
Modeled Contents Value: 25,000.00



ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

Services
ELECTRICAL
HEATING - UNIT HEATERS
PLUMBING

Features

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

09/12/2022

Windstorm Attributes
Basement

NO BASEMENT 1

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

Asset Number: 064003022
Unique Location Number: 22
Member: 064 - PITTSBURG COUNTY

Site: 003 - FAIRGROUNDS
Building: 022 - FAIRGROUNDS BLDG #3

4510 W HWY 270
MCALESTER, OK 74501
Department: Historical: NO
Built/Acquired: 1979/1979
No. Stories: 1
Basement: NO
Flood Zone: X
Occupancy: 50004 - BARN - GENERAL PURPOSE
Frame Type: PES - PRE-ENGINEERED STEEL
ISO Construction Class: 3 - NON COMBUSTIBLE
GPS Lat & Long: 34.943236, -95.825866
Fire Alarm:
Sprinkler Type:
Security System:

Inspection Date: 05/24/2022
Total Sq. Ft.: 4000
Basement Sq. Ft.:
Condition: AVERAGE

Building Secondary Attributes
Exterior Walls: METAL SIDING ON GIRTS,
Roofing Type: METAL,
Roofing Pitch: MEDIUM (5/12-8/12),
Roofing Shape: GABLE,
Flooring Type: SEALER,
Ceiling Type: NONE,
Partitions: NONE,
Foundation Type: CONCRETE SLAB ON GROUND, POLE
Perimeter: 260
Avg Story Height: 16

General Attributes
Fire Hydrant Dist: 60 feet
Fire Dept Dist: 3.3 miles
Nearest Ocean: 384 miles

Valuation Conclusions
As Of Date: 06/30/2022
Valuation Source: Appraisal
Replacement Cost New: 168,400.00
Exclusion Amount: 8,400.00
Modeled Contents Value: 25,000.00



ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

09/12/2022

Services

ELECTRICAL
HEATING - UNIT HEATERS
PLUMBING

Features

Windstorm Attributes
Basement

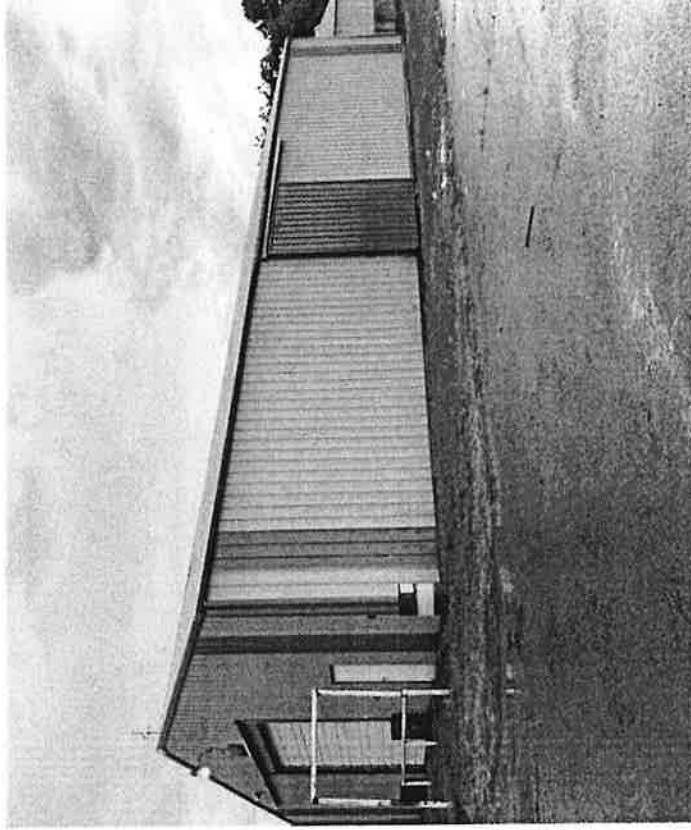
NO BASEMENT 1

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

Asset Number: 064003023
 Unique Location Number: 23
 Member: 064 - PITTSBURG COUNTY
 Site: 003 - FAIRGROUNDS
 Building: 023 - FAIRGROUNDS BLDG #4
 Historical: NO
 4510 W HWY 270
 MCALESTER, OK 74501
 Department:
 Built/Acquired: 1979/1979
 No. Stories: 1
 Inspection Date: 05/24/2022
 Total Sq. Ft.: 4000
 Basement: NO
 Basement Sq. Ft.:
 Condition: AVERAGE
 Flood Zone: X
 Occupancy: 50004 - BARN - GENERAL PURPOSE
 Frame Type: PES - PRE-ENGINEERED STEEL
 ISO Construction Class: 3 - NON COMBUSTIBLE
 GPS Lat & Long: 34.94355, -95.825817
 Fire Alarm:
 Sprinkler Type:
 Security System:

Building Secondary Attributes
 Exterior Walls: METAL SIDING ON GIRTS,
 Roofing Type: METAL,
 Roofing Pitch: MEDIUM (5/12-8/12),
 Roofing Shape: GABLE,
 Flooring Type: SEALER,
 Ceiling Type: NONE,
 Partitions: NONE,
 Foundation Type: CONCRETE SLAB ON GROUND, POLE
 Perimeter: 260
 Avg Story Height: 16
General Attributes
 Fire Hydrant Dist: 80 feet
 Fire Dept Dist: 3.3 miles
 Nearest Ocean: 384 miles

Valuation Conclusions
 As Of Date: 06/30/2022
 Valuation Source: Appraisal
 Replacement Cost New: 168,400.00
 Exclusion Amount: 8,400.00
 Modeled Contents Value: 25,000.00



Services
ELECTRICAL
HEATING - UNIT HEATERS
PLUMBING

Features

Windstorm Attributes
Basement

NO BASEMENT 1

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

Asset Number: 064003024
Unique Location Number: 24
Member: 064 - PITTSBURG COUNTY
Site: 003 - FAIRGROUNDS
Building: 024 - AMPITHEATER

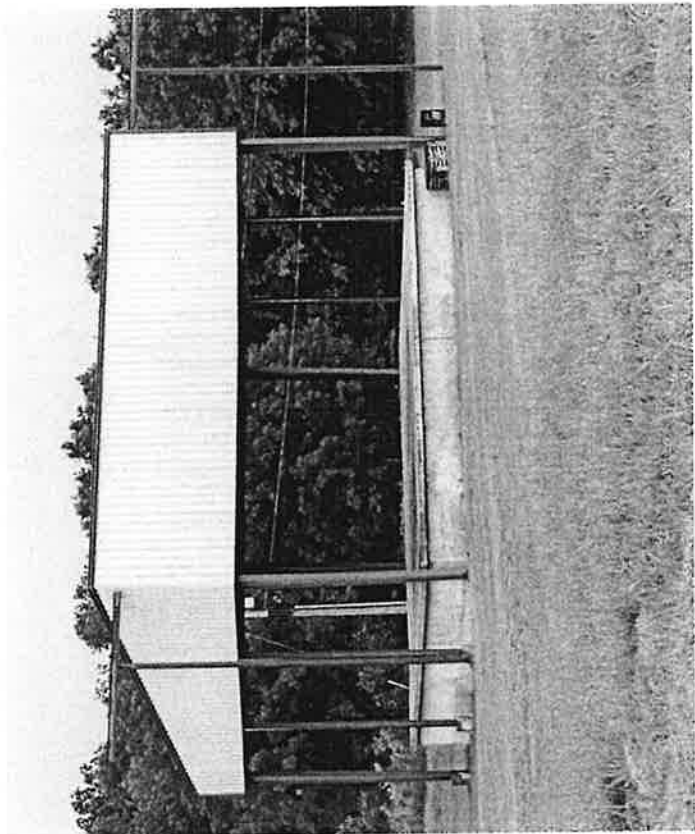
4510 W HWY 270
MCALESTER, OK 74501
Department:
Built/Acquired: 1982/1982
No. Stories: 1
Basement: NO
Flood Zone: X
Occupancy: 40001 - AMPITHEATER
Frame Type: PES - PRE-ENGINEERED STEEL
ISO Construction Class: 3 - NON COMBUSTIBLE
GPS Lat & Long: 34.942823, -95.823376
Fire Alarm:
Sprinkler Type:
Security System:

Historical: NO
Inspection Date: 05/24/2022
Total Sq. Ft.: 2530
Basement Sq. Ft.:
Condition: AVERAGE

Building Secondary Attributes
Exterior Walls: NONE,
Roofing Type: METAL,
Roofing Pitch: LOW (1/12-4/12),
Roofing Shape: SHED,
Flooring Type: SEALER,
Ceiling Type: NONE,
Partitions: NONE,
Foundation Type: CONCRETE FOOTING FOUNDATION,
Perimeter: 202
Avg Story Height: 22

General Attributes
Fire Hydrant Dist: 200 feet
Fire Dept Dist: 3.3 miles
Nearest Ocean: 384 miles

Valuation Conclusions
As Of Date: 06/30/2022
Valuation Source: Appraisal
Replacement Cost New: 165,800.00
Exclusion Amount: 8,300.00
Modeled Contents Value: 0.00



Services
ELECTRICAL

Features

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

09/12/2022

Windstorm Attributes
Basement

NO BASEMENT 1

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

Asset Number: 064003026
Unique Location Number: 26
Member: 064 - PITTSBURG COUNTY
Site: 003 - FAIRGROUNDS
Building: 026 - FAIRGROUND BLDG- JOE, NED, EMMA MEMORIAL
Historical: NO
Department: 4510 W HWY 270
 MCALESTER, OK 74501
Department: 2009/2009
Built/Acquired: 1
No. Stories: NO
Basement: X
Flood Zone: 50004 - BARN - GENERAL PURPOSE
Occupancy: PES - PRE-ENGINEERED STEEL
Frame Type: 3 - NON COMBUSTIBLE
ISO Construction Class: 34.943397, -95.825846
GPS Lat & Long:
Fire Alarm:
Sprinkler Type:
Security System:

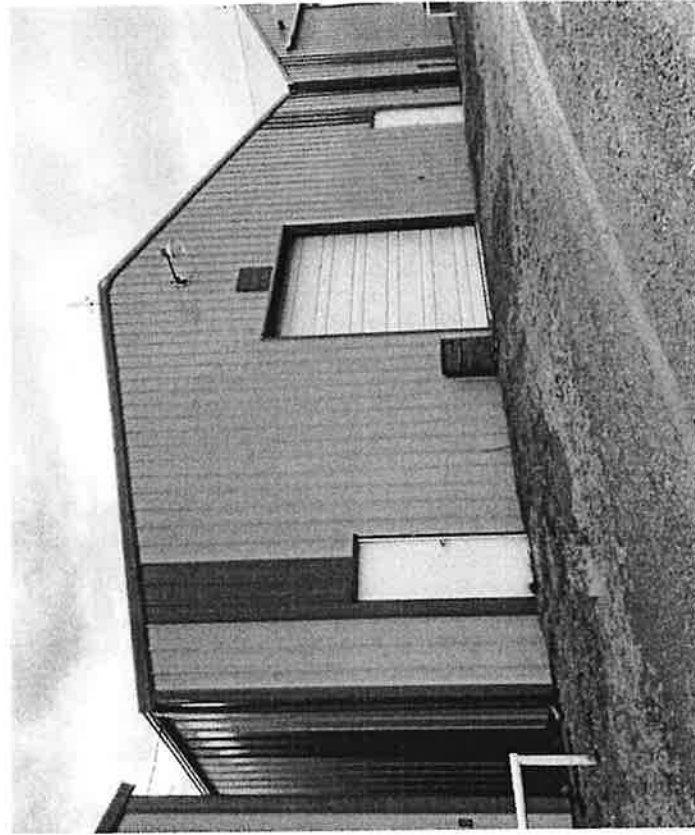
Inspection Date: 05/24/2022
Total Sq. Ft.: 4000
Basement Sq. Ft.:
Condition: AVERAGE

Building Secondary Attributes

Exterior Walls: METAL SIDING ON GIRTS,
Roofing Type: METAL,
Roofing Pitch: MEDIUM (5/12-8/12),
Roofing Shape: GABLE,
Flooring Type: SEALER,
Ceiling Type: NONE,
Partitions: NONE,
Foundation Type: CONCRETE SLAB ON GROUND, POLE
Perimeter: 260 **Avg Story Height:** 16

General Attributes

Fire Hydrant Dist 60 feet
Fire Dept Dist 3.3 miles
Nearest Ocean 384 miles



Valuation Conclusions

As Of Date 06/30/2022
Valuation Source Appraisal
Replacement Cost New 168,400.00
Exclusion Amount 8,400.00
Modeled Contents Value 25,000.00

Services

ELECTRICAL
HEATING - UNIT HEATERS
PLUMBING

Features

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

09/12/2022

Windstorm Attributes
Basement

NO BASEMENT 1

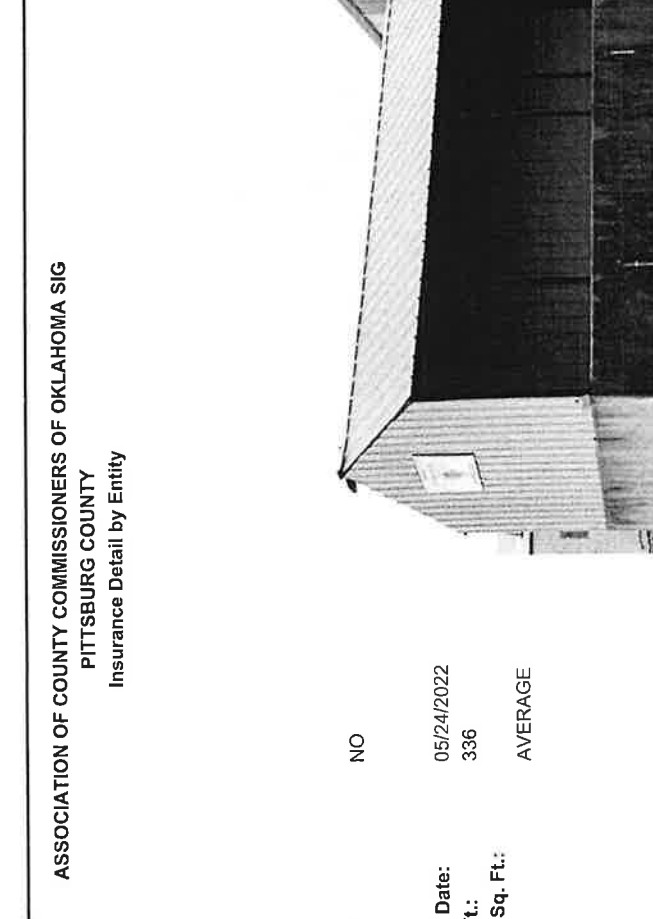
ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
 Insurance Detail by Entity

Asset Number: 064003034
Unique Location Number: 34
Member: 064 - PITTSBURG COUNTY
Site: 003 - FAIRGROUNDS
Building: 034 - WASH RACK
Historical: NO
4510 W HWY 270
MCALESTER, OK 74501
Department:
Built/Acquired: 1979/1979
Inspection Date: 05/24/2022
No. Stories: 1
Total Sq. Ft.: 336
Basement: NO
Basement Sq. Ft.:
Flood Zone: X
Condition: AVERAGE
Occupancy: 30046 - SHELTER - LIVESTOCK
Frame Type: PES - PRE-ENGINEERED STEEL
ISO Construction Class: 3 - NON COMBUSTIBLE
GPS Lat & Long: 34.942775, -95.825368
Fire Alarm:
Sprinkler Type:
Security System:

Building Secondary Attributes
Exterior Walls: METAL SIDING ON GIRTS,
Roofing Type: METAL,
Roofing Pitch: MEDIUM (5/12-8/12),
Roofing Shape: GABLE,
Flooring Type: SEALER,
Ceiling Type: NONE,
Partitions: REINFORCED CONCRETE,
Foundation Type: CONCRETE FOUNDATION WALLS, CONCRETE FOOTING FOUNDATION
Perimeter: 76
Avg Story Height: 10

General Attributes
Fire Hydrant Dist 150 feet
Fire Dept Dist 3.3 miles
Nearest Ocean 384 miles

Valuation Conclusions
As Of Date 06/30/2022
Valuation Source Appraisal
Replacement Cost New 12,000.00
Exclusion Amount 500.00
Modeled Contents Value 0.00



ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

Services
ELECTRICAL
PLUMBING

Features

**ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity**

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

Asset Number: 064003035
Unique Location Number: 35
Member: 064 - PITTSBURG COUNTY
Site: 003 - FAIRGROUNDS
Building: 035 - FAIRGROUND- STORAGE BUILDING
 4510 W HWY 270
 MCALESTER, OK 74501
Department:
Built/Acquired: 1979/1979
No. Stories: 1
Basement: NO
Flood Zone: X
Occupancy: 20025 - GARAGE - STORAGE
Frame Type: PES - PRE-ENGINEERED STEEL
ISO Construction Class: 3 - NON COMBUSTIBLE
GPS Lat & Long: 34.943316, -95.826309
Fire Alarm:
Sprinkler Type:
Security System:

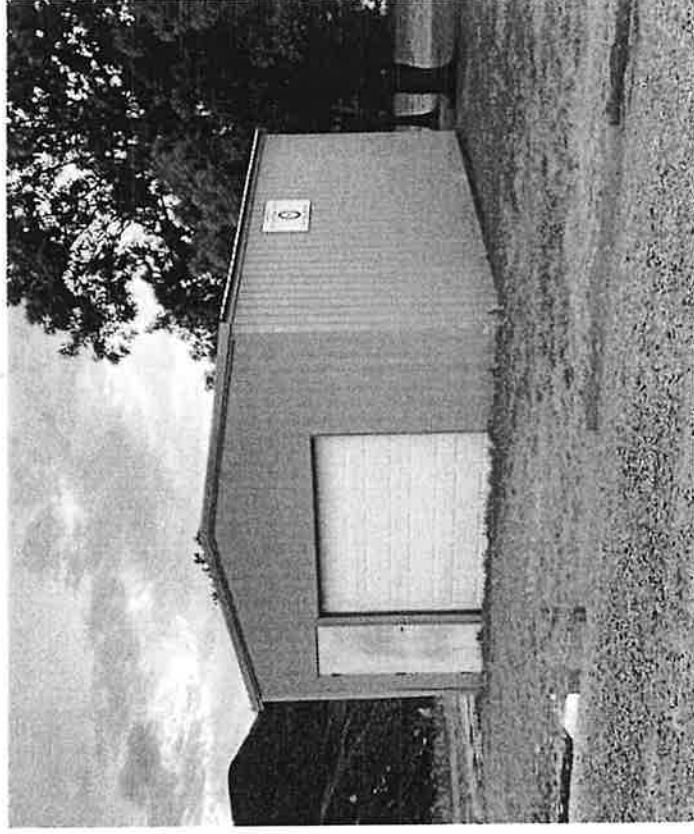
Historical: NO
Inspection Date: 05/24/2022
Total Sq. Ft.: 480
Basement Sq. Ft.:
Condition: AVERAGE

Building Secondary Attributes

Exterior Walls: METAL SIDING ON GIRTS,
Roofing Type: METAL,
Roofing Pitch: LOW (1/12-4/12),
Roofing Shape: GABLE,
Flooring Type: SEALER,
Ceiling Type: NONE,
Partitions: NONE,
Foundation Type: CONCRETE SLAB ON GROUND,
Perimeter: 88 **Avg Story Height:** 12

General Attributes

Fire Hydrant Dist 180 feet
Fire Dept Dist 3.3 miles
Nearest Ocean 384 miles



Valuation Conclusions

As Of Date 06/30/2022
Valuation Source Appraisal
Replacement Cost New 23,600.00
Exclusion Amount 1,200.00
Modeled Contents Value 16,400.00

Services
ELECTRICAL

Features

**ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity**

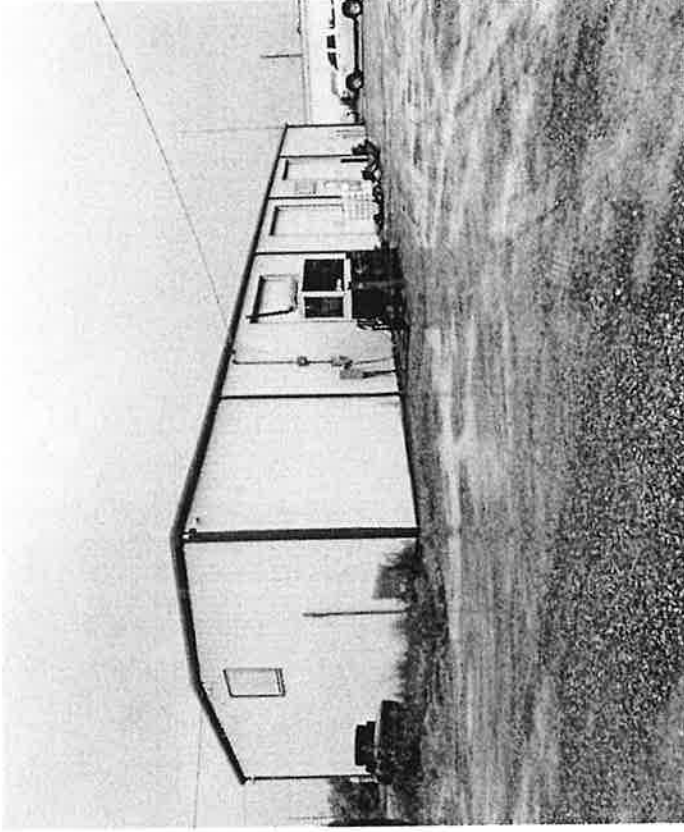
ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

Asset Number: 064005009
Unique Location Number: 9
Member: 064 - PITTSBURG COUNTY
Site: 005 - DIST. #3 SHOP & OFFICE BLDGS.
Building: 009 - D-3 WAREHOUSE
Historical: NO
Department: 1509 N 15TH
 MCALESTER, OK 74501
Built/Acquired: 1985/1985
Inspection Date: 05/24/2022
No. Stories: 1
Total Sq. Ft.: 4800
Basement: NO
Basement Sq. Ft.:
Flood Zone: X
Condition: AVERAGE
Occupancy: 20025 - GARAGE - STORAGE
Frame Type: PES - PRE-ENGINEERED STEEL
ISO Construction Class: 3 - NON COMBUSTIBLE
GPS Lat & Long: 34.946313, -95.742315
Fire Alarm:
Sprinkler Type:
Security System: VIDEO SURVEILLANCE 100%

Building Secondary Attributes
Exterior Walls: METAL SIDING ON GIRTS,
Roofing Type: METAL,
Roofing Pitch: LOW (1/12-4/12),
Roofing Shape: GABLE,
Flooring Type: SEALER,
Ceiling Type: NONE,
Partitions: DRYWALL/STUDS,
Foundation Type: CONCRETE SLAB ON GROUND,
Perimeter: 320 **Avg Story Height:** 18

General Attributes
Fire Hydrant Dist 2.5 miles
Fire Dept Dist 378 miles
Nearest Ocean

Valuation Conclusions
As Of Date 06/30/2022
Valuation Source Appraisal
Replacement Cost New 334,100.00
Exclusion Amount 13,400.00
Modeled Contents Value 157,400.00



Services

AIR CONDITIONING - UNIT
ELECTRICAL
PLUMBING

Features

BACKUP GENERATOR

Features Memo

100KW GEN

Windstorm Attributes
Basement

NO BASEMENT 1

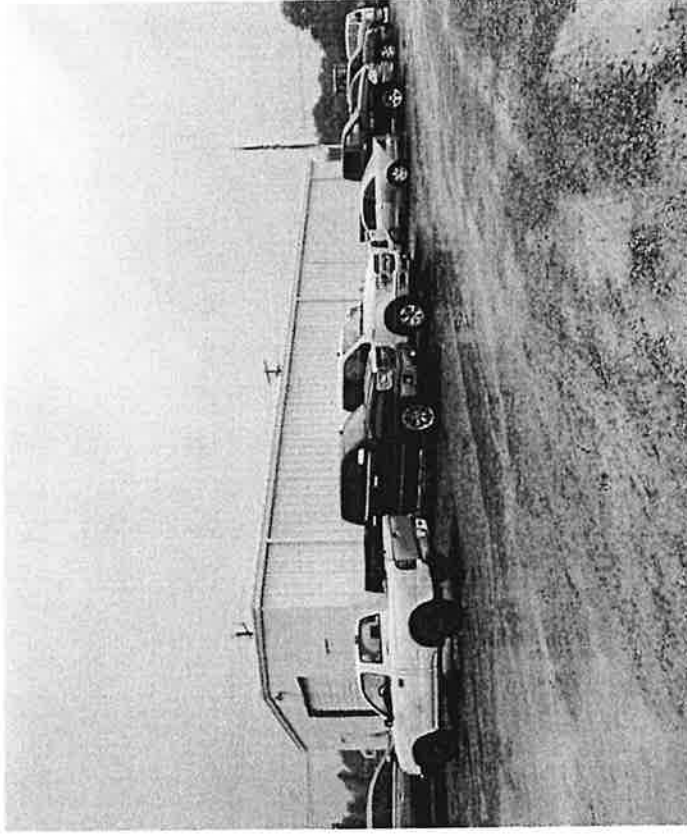
ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
 PITTSBURG COUNTY
 Insurance Detail by Entity

Asset Number: 064005010
Unique Location Number: 10
Member: 064 - PITTSBURG COUNTY
Site: 005 - DIST. #3 SHOP & OFFICE BLDGS.
Building: 010 - D-3 SHOP & OFFICE BLDGS.
Historical: NO
Department: 1509 N 15TH
 MCALESTER, OK 74501
Built/Acquired: 1986/1986
Inspection Date: 05/24/2022
No. Stories: 1
Total Sq. Ft.: 3120
Basement: NO
Basement Sq. Ft.:
Flood Zone: X
Condition: AVERAGE
Occupancy: 70014 - GARAGE / SHOP
Frame Type: PES - PRE-ENGINEERED STEEL
ISO Construction Class: 3 - NON COMBUSTIBLE
GPS Lat & Long: 34.946553, -95.74262
Fire Alarm:
Sprinkler Type:
Security System: VIDEO SURVEILLANCE 100%

Building Secondary Attributes
Exterior Walls: METAL SIDING ON GIRTS,
Roofing Type: METAL,
Roofing Pitch: LOW (1/12-4/12),
Roofing Shape: GABLE,
Flooring Type: VINYL, SEALER
Ceiling Type: DRYWALL, NONE
Partitions: DRYWALL/STUDS,
Foundation Type: CONCRETE SLAB ON GROUND, CONCRETE FOOTING FOUNDATION
Perimeter: 236
Avg Story Height: 16

General Attributes
Fire Hydrant Dist 2.5 miles
Fire Dept Dist 378 miles
Nearest Ocean

Valuation Conclusions
As Of Date 06/30/2022
Valuation Source Appraisal
Replacement Cost New 221,400.00
Exclusion Amount 8,900.00
Modeled Contents Value 127,900.00



Services

AIR CONDITIONING - UNIT
ELECTRICAL
HEATING/AIR CONDITIONING (HEAT PUMP)
PLUMBING

Features

BUILT-INS (CABINETS, LOCKERS, BOOKCASES)

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

09/12/2022

Windstorm Attributes

Basement

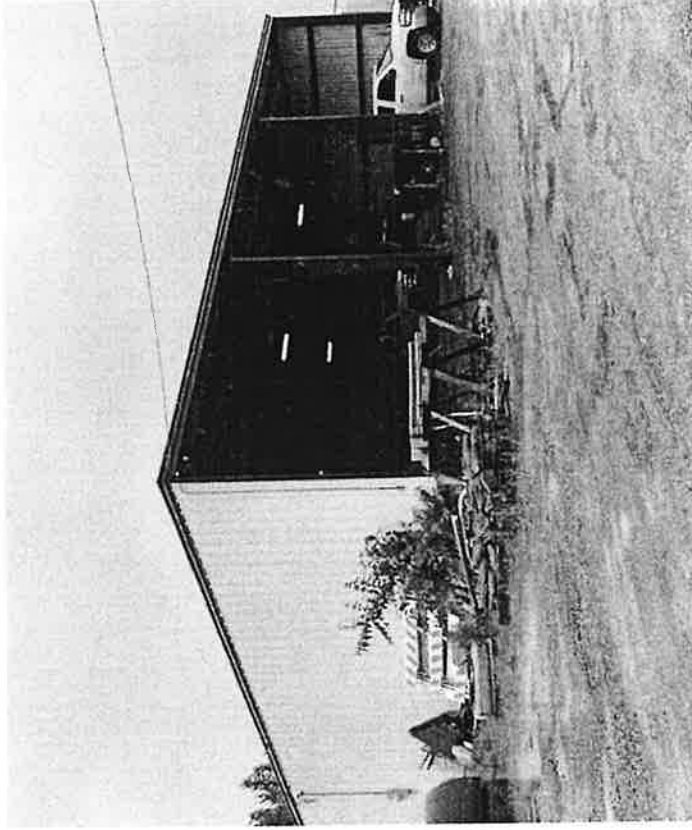
NO BASEMENT 1

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

Asset Number: 064005019
Unique Location Number: 19
Member: 064 - PITTSBURG COUNTY
Site: 005 - DIST. #3 SHOP & OFFICE BLDGS.
Building: 019 - D-3 EQUIP SHED

Historical: NO
Inspection Date: 05/24/2022
Total Sq. Ft.: 3264
Basement Sq. Ft.:
Condition: AVERAGE

Department: 1509 N 15TH
 MCALESTER, OK 74501
Built/Acquired: 1982/1982
No. Stories: 1
Basement: NO
Flood Zone: X
Occupancy: 60022 - EQUIPMENT SHED
Frame Type: PES - PRE-ENGINEERED STEEL
ISO Construction Class: 3 - NON COMBUSTIBLE
GPS Lat & Long: 34.946008, -95.741916
Fire Alarm:
Sprinkler Type:
Security System:



Building Secondary Attributes
Exterior Walls: METAL SIDING ON GIRTS,
 METAL,
Roofing Type: MEDIUM (5/12-8/12),
Roofing Pitch: SHED,
Roofing Shape: EARTH,
Flooring Type: NONE,
Ceiling Type: NONE,
Partitions: CONCRETE FOOTING FOUNDATION,
Foundation Type: 232
Perimeter: Avg Story Height: 16

General Attributes
Fire Hydrant Dist 2.5 miles
Fire Dept Dist 378 miles
Nearest Ocean

Valuation Conclusions
As Of Date 06/30/2022
Valuation Source Appraisal
Replacement Cost New 84,900.00
Exclusion Amount 3,400.00
Modeled Contents Value 54,000.00

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

Services
ELECTRICAL

Features

**ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity**

Asset Number: 064006003
Unique Location Number: 3
Member: 064 - PITTSBURG COUNTY
Site: 006 - ANIMAL SHELTER
Building: 003 - ANIMAL SHELTER
Historical: NO
Department: 1206 NW STREET
 MCALESTER, OK 74501
Built/Acquired: 2006/2006
Inspection Date: 05/24/2022
No. Stories: 1
Total Sq. Ft.: 5995
Basement: NO
Basement Sq. Ft.:
Condition: AVERAGE
Flood Zone: X
Occupancy: 30011 - KENNELS
Frame Type: PES - PRE-ENGINEERED STEEL
ISO Construction Class: 3 - NON COMBUSTIBLE
GPS Lat & Long: 34.948174, -95.780062
Fire Alarm: FIRE ALARM - AUTOMATIC 100%, FIRE ALARM - MANUAL 100%
Sprinkler Type:
Security System:

Building Secondary Attributes

Exterior Walls: BRICK ON MASONRY, METAL SIDING ON GIRTS
Roofing Type: METAL,
Roofing Pitch: MEDIUM (5/12-8/12),
Roofing Shape: GABLE,
Flooring Type: VINYL,
Ceiling Type: ACOUSTICAL,
Partitions: DRYWALL/STUDS,
Foundation Type: CONCRETE SLAB ON GROUND, CONCRETE FOOTING FOUNDATION
Perimeter: 336
Avg Story Height: 14

General Attributes

Fire Hydrant Dist 200 feet
Fire Dept Dist 1.2 miles
Nearest Ocean 384 miles



Valuation Conclusions

As Of Date 06/30/2022
Valuation Source Appraisal
Replacement Cost New 843,100.00
Exclusion Amount 50,600.00
Modeled Contents Value 195,000.00

Services

AIR CONDITIONING - ROOFTOP
ELECTRICAL
HEATING - ROOFTOP
PLUMBING

Features

BUILT-INS (CABINETS, LOCKERS, BOOKCASES)

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

Windstorm Attributes
Basement

NO BASEMENT 1

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

Asset Number: 064007008
Unique Location Number: 8
Member: 064 - PITTSBURG COUNTY
Site: 007 - DIST. 2 SHOP BLDG.
Building: 008 - D-2 SHOP BLDG.
Historical: NO
615 PITTSBURG ROAD
MCLESTER, OK 74501
Department:
Built/Acquired: 1984/1984
Inspection Date: 05/24/2022
No. Stories: 1
Total Sq. Ft.: 6900
Basement: NO
Basement Sq. Ft.:
Flood Zone: X
Condition: AVERAGE
Occupancy: 70014 - GARAGE / SHOP
Frame Type: PES - PRE-ENGINEERED STEEL
ISO Construction Class: 3 - NON COMBUSTIBLE
GPS Lat & Long: 34.710188, -95.847958
Fire Alarm:
Sprinkler Type:
Security System: VIDEO SURVEILLANCE 100%

Building Secondary Attributes
Exterior Walls: METAL SIDING ON GIRTS,
Roofing Type: METAL,
Roofing Pitch: LOW (1/12-4/12), MEDIUM (5/12-8/12)
Roofing Shape: GABLE, SHED
Flooring Type: SEALER, CERAMIC TILE
Ceiling Type: NONE, ACOUSTICAL
Partitions: WOOD PANELING ON STUDS,
Foundation Type: CONCRETE SLAB ON GROUND, CONCRETE FOOTING FOUNDATION
Perimeter: 400
Avg Story Height: 16
General Attributes
Fire Hydrant Dist .6 miles
Fire Dept Dist 364 miles
Nearest Ocean



Valuation Conclusions
As Of Date 06/30/2022
Valuation Source Appraisal
Replacement Cost New 443,600.00
Exclusion Amount 17,700.00
Modeled Contents Value 282,800.00

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

09/12/2022

Services

- AIR CONDITIONING - UNIT
- ELECTRICAL
- HEATING - UNIT HEATERS
- HEATING/AIR CONDITIONING (HEAT PUMP)
- PLUMBING

Features

- BUILT-INS (CABINETS, LOCKERS, BOOKCASES)

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

09/12/2022

Windstorm Attributes
Basement

NO BASEMENT 1

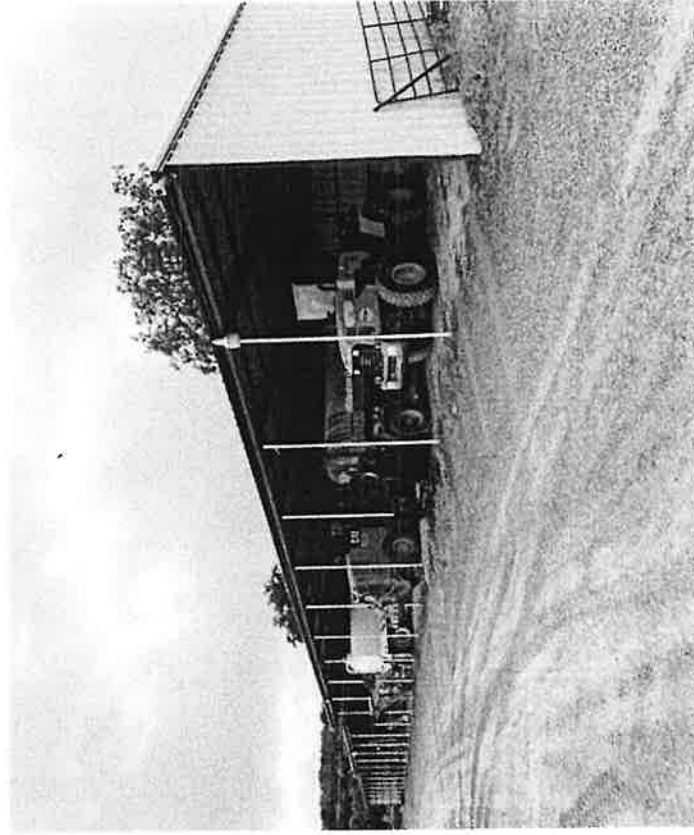
ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

Asset Number: 064007042
 Unique Location Number: 42
 Member: 064 - PITTSBURG COUNTY
 Site: 007 - DIST. 2 SHOP BLDG.
 Building: 042 - D-2 EQUIPMENT STORAGE

615 PITTSBURG ROAD
 MCALESTER, OK 74501

Department: NO
 Built/Acquired: 1984/1984
 No. Stories: 1
 Basement: NO
 Flood Zone: X
 Occupancy: 90010 - EQUIPMENT SHED - OPEN FRONT
 Frame Type: PES - PRE-ENGINEERED STEEL
 ISO Construction Class: 3 - NON COMBUSTIBLE
 GPS Lat & Long: 34.710121, -95.848564
 Fire Alarm:
 Sprinkler Type:
 Security System:

Inspection Date: 05/24/2022
 Total Sq. Ft.: 8880
 Basement Sq. Ft.:
 Condition: AVERAGE



Building Secondary Attributes
 Exterior Walls: METAL SIDING ON GIRTS,
 Roofing Type: METAL,
 Roofing Pitch: LOW (1/12-4/12),
 Roofing Shape: SHED,
 Flooring Type: EARTH,
 Ceiling Type: NONE,
 Partitions: NONE,
 Foundation Type: POLE,
 Perimeter: 652

Avg Story Height: 14

General Attributes
 Fire Hydrant Dist: .6 miles
 Fire Dept Dist: 364 miles
 Nearest Ocean

Valuation Conclusions
 As Of Date: 06/30/2022
 Valuation Source: Appraisal
 Replacement Cost New: 412,400.00
 Exclusion Amount: 5,700.00
 Modeled Contents Value: 147,000.00

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

Services
ELECTRICAL

Features

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

Asset Number: 064007043

Unique Location Number: 43

Member: 064 - PITTSBURG COUNTY

Site: 007 - DIST. 2 SHOP BLDG.

Building: 043 - D-2 COMPRESSOR BUILDING

Historical: NO

615 PITTSBURG ROAD
MCLESTER, OK 74501

Department:
Built/Acquired: 1984/1984
No. Stories: 1
Basement: NO
Flood Zone: X
Occupancy: 70008 - COMPRESSOR / BLOWER BLDG
Frame Type: WD - WOOD
ISO Construction Class: 1 - FRAME/COMBUSTIBLE
GPS Lat & Long: 34.710329, -95.847797
Inspection Date: 05/24/2022
Total Sq. Ft.: 600
Basement Sq. Ft.:
Condition: AVERAGE

Fire Alarm:
Sprinkler Type:
Security System:

Building Secondary Attributes

Exterior Walls: METAL SIDING/STUDS,
Roofing Type: METAL,
Roofing Pitch: LOW (1/12-4/12),
Roofing Shape: GABLE,
Flooring Type: SEALER,
Ceiling Type: NONE,
Partitions: NONE,
Foundation Type: CONCRETE SLAB ON GROUND,
Perimeter: 100 Avg Story Height: 12

General Attributes

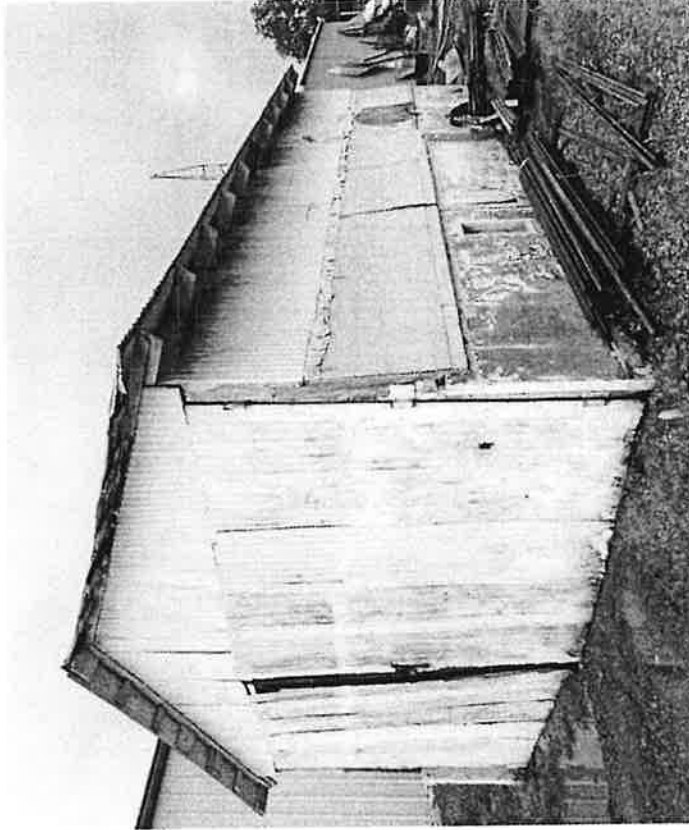
Fire Hydrant Dist
Fire Dept Dist
Nearest Ocean

.6 miles
364 miles

Valuation Conclusions

As Of Date
Valuation Source
Replacement Cost New
Exclusion Amount
Modeled Contents Value

06/30/2022
Appraisal
21,000.00
800.00
20,500.00



**ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity**

09/12/2022

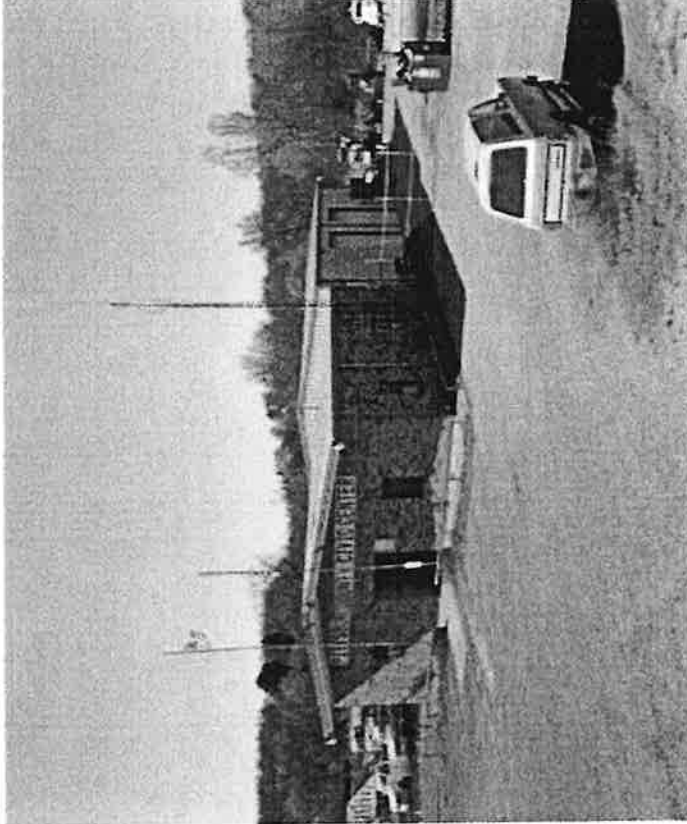
Services
ELECTRICAL

Features

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

Asset Number: 064008011
Unique Location Number: 11
Member: 064 - PITTSBURG COUNTY
Site: 008 - DIST. #1 OFFICE/SHOP
Building: 011 - D-1 OFFICE/SHOP
**200 N. CRAIG
 HAILEYVILLE, OK 74546**
Department:
Built/Acquired: 1989/1989
No. Stories: 1
Basement: NO
Flood Zone: X
Occupancy: 70014 - GARAGE / SHOP
Frame Type: PES - PRE-ENGINEERED STEEL
ISO Construction Class: 3 - NON COMBUSTIBLE
GPS Lat & Long: 34.857399, -95.580118
Fire Alarm:
Sprinkler Type:
Security System: VIDEO SURVEILLANCE 100%
Building Secondary Attributes
Exterior Walls: METAL SIDING ON GIRTS, BRICK ON CONCRETE BLOCK
Roofing Type: METAL,
Roofing Pitch: LOW (1/12-4/12),
Roofing Shape: GABLE,
Flooring Type: SEALER, VINYL
Ceiling Type: NONE, DRYWALL
Partitions: WOOD PANELING ON STUDS, DRYWALL/STUDS
Foundation Type: CONCRETE SLAB ON GROUND, CONCRETE FOOTING FOUNDATION
Perimeter: 380
Avg Story Height: 15



Valuation Conclusions
As Of Date: 06/30/2022
Valuation Source: Appraisal
Replacement Cost New: 694,900.00
Exclusion Amount: 27,800.00
Modeled Contents Value: 123,000.00

General Attributes
Fire Hydrant Dist: .2 miles
Fire Dept Dist: 370 miles
Nearest Ocean:

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

09/12/2022

Services

ELECTRICAL
HEATING/AIR CONDITIONING (HEAT PUMP)
PLUMBING

Features

BUILT-INS (CABINETS, LOCKERS, BOOKCASES)

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

09/12/2022

Windstorm Attributes
Basement

NO BASEMENT 1

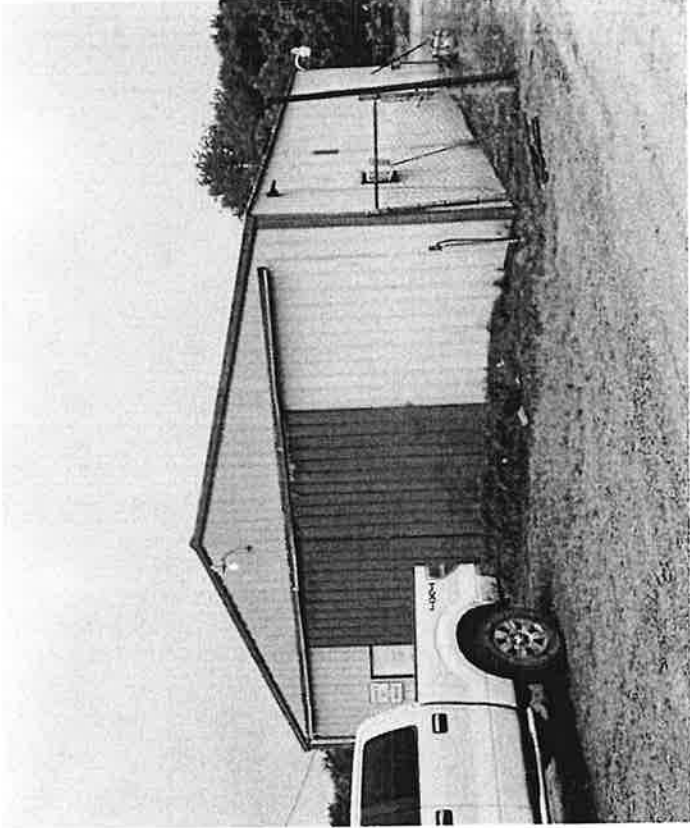
ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
 PITTSBURG COUNTY
 Insurance Detail by Entity

Asset Number: 064008040
 Unique Location Number: 40
 Member: 064 - PITTSBURG COUNTY
 Site: 008 - DIST. #1 OFFICE/SHOP
 Building: 040 - D1 SATELLITE SHOP
 407 N E TIGNOR RD
 MCALESTER, OK 74501
 Department:
 Built/Acquired: 2015/2015
 No. Stories: 1
 Basement: NO
 Flood Zone: X
 Occupancy: 70014 - GARAGE / SHOP
 Frame Type: WD - WOOD
 ISO Construction Class: 1 - FRAME/COMBUSTIBLE
 GPS Lat & Long: 34.179054, -95.651739
 Fire Alarm:
 Sprinkler Type:
 Security System:
 Inspection Date: 05/25/2022
 Total Sq. Ft.: 1476
 Basement Sq. Ft.:
 Condition: AVERAGE

Building Secondary Attributes
 Exterior Walls: METAL SIDING/STUDS,
 Roofing Type: METAL,
 Roofing Pitch: LOW (1/12-4/12),
 Roofing Shape: GABLE,
 Flooring Type: SEALER,
 Ceiling Type: NONE,
 Partitions: NONE,
 Foundation Type: CONCRETE SLAB ON GROUND, CONCRETE FOOTING FOUNDATION
 Perimeter: 154
 Avg Story Height: 10

General Attributes
 Fire Hydrant Dist: 500 feet
 Fire Dept Dist: 360 miles
 Nearest Ocean

Valuation Conclusions
 As Of Date: 06/30/2022
 Valuation Source: Appraisal
 Replacement Cost New: 76,600.00
 Exclusion Amount: 3,100.00
 Modeled Contents Value: 60,500.00



ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

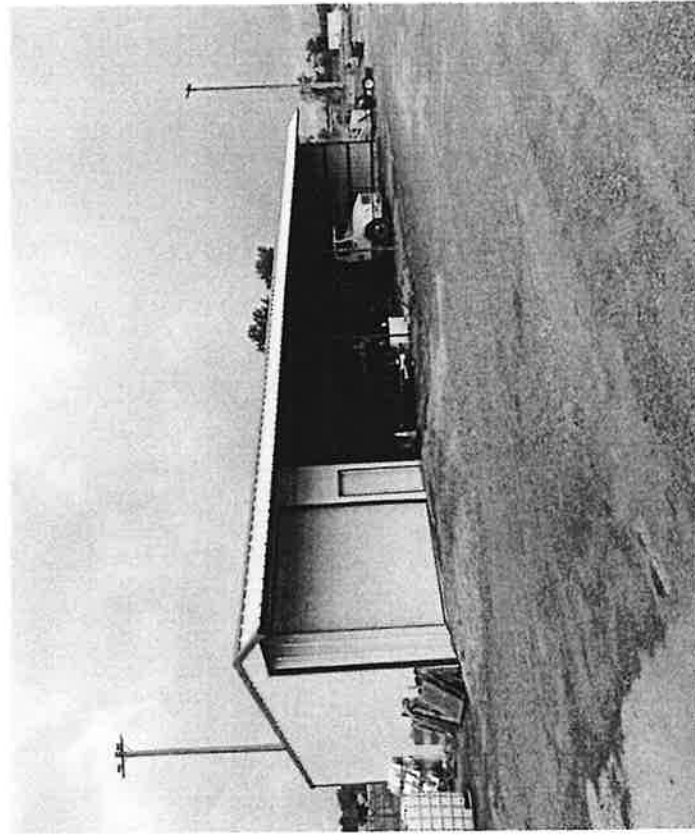
Services
ELECTRICAL
PLUMBING

Features

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

Asset Number: 064008041
 Unique Location Number: 41
 Member: 064 - PITTSBURG COUNTY
 Site: 008 - DIST. #1 OFFICE/SHOP
 Building: 041 - D-1 EQUIPMENT STORAGE
 200 N CRAIG
 HAILEYVILLE, OK 74546
 Department:
 Built/Acquired: 1989/1989
 No. Stories: 1
 Basement: NO
 Flood Zone: A
 Occupancy: 60022 - EQUIPMENT SHED
 Frame Type: PES - PRE-ENGINEERED STEEL
 ISO Construction Class: 3 - NON COMBUSTIBLE
 GPS Lat & Long: 34.857343, -95.580557
 Fire Alarm:
 Sprinkler Type:
 Security System:
 Inspection Date: 05/25/2022
 Total Sq. Ft.: 2744
 Basement Sq. Ft.:
 Condition: AVERAGE
 Historical: NO



Building Secondary Attributes
 Exterior Walls: METAL SIDING ON GIRTS,
 Roofing Type: METAL,
 Roofing Pitch: LOW (1/12-4/12),
 Roofing Shape: SHED,
 Flooring Type: EARTH,
 Ceiling Type: NONE,
 Partitions: NONE,
 Foundation Type: POLE,
 Perimeter: 252
 Avg Story Height: 14
General Attributes
 Fire Hydrant Dist: .2 miles
 Fire Dept Dist: 370 miles
 Nearest Ocean

Valuation Conclusions
 As Of Date: 06/30/2022
 Valuation Source: Appraisal
 Replacement Cost New: 74,200.00
 Exclusion Amount: 3,000.00
 Modeled Contents Value: 45,400.00

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

09/12/2022

Services
ELECTRICAL

Features

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

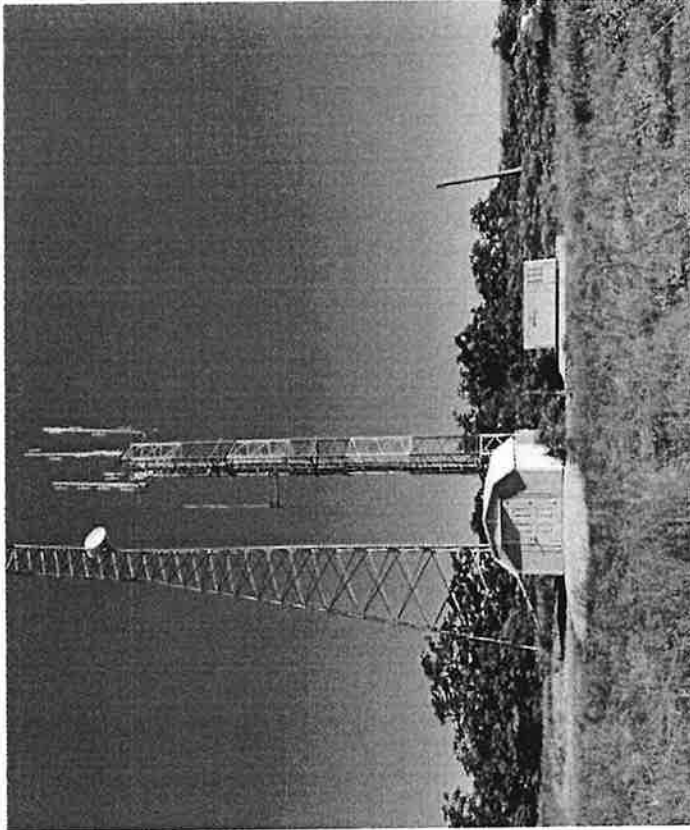
ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

Asset Number: 064009013
Unique Location Number: 13
Member: 064 - PITTSBURG COUNTY
Site: 009 - TOWERS-ANTENNAS-LOTS 4-6
Building: 013 - TOWERS-ANTENNAS

35.183053, -95.337181
HAILEYVILLE, OK 74546
Department: Historical: NO
Built/Acquired: 1995/1995
No. Stories: 1
Basement: NO
Floor Zone: X
Occupancy: 20009 - COMMUNICATION TOWER
Frame Type: PES - PRE-ENGINEERED STEEL
ISO Construction Class: 3 - NON COMBUSTIBLE
GPS Lat & Long: 35.183053, -95.337181
Inspection Date: 05/25/2022
Total Sq. Ft.: 60
Basement Sq. Ft.:
Condition: AVERAGE

Fire Alarm:
Sprinkler Type:
Security System:
Building Secondary Attributes
Exterior Walls: NONE,
Roofing Type:
Roofing Pitch:
Roofing Shape:
Flooring Type:
Ceiling Type:
Partitions:
Foundation Type:
Perimeter:
Avg Story Height:

General Attributes
Fire Hydrant Dist: 6.9 miles
Fire Dept Dist: 396 miles
Nearest Ocean:
Valuation Conclusions
As Of Date: 06/30/2022
Valuation Source: Appraisal
Replacement Cost New: 36,800.00
Exclusion Amount: 0.00
Modeled Contents Value: 0.00



Services
ELECTRICAL

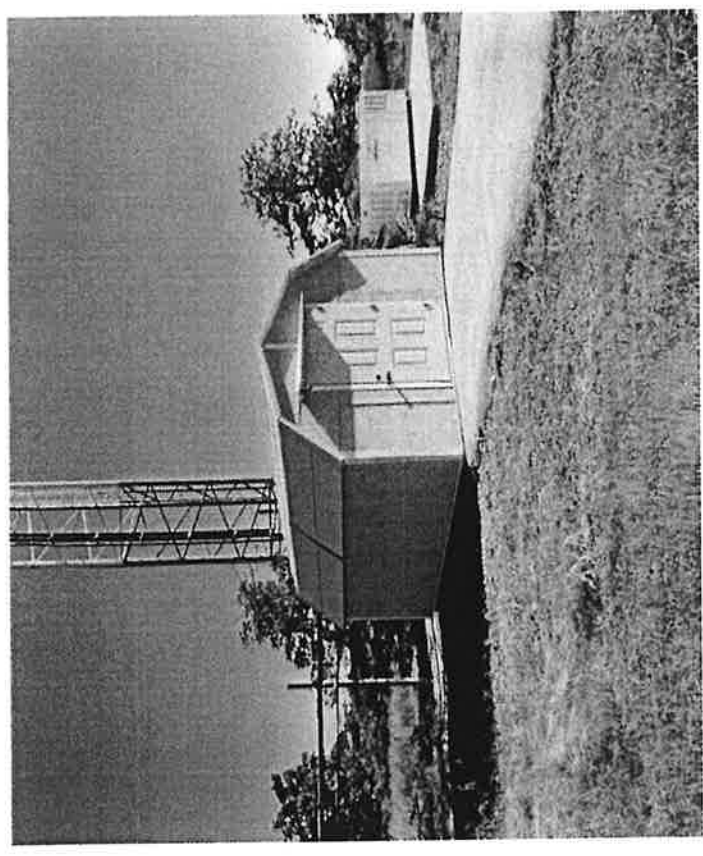
Features

Windstorm Attributes
Basement

NO BASEMENT 1

**ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
 PITTSBURG COUNTY
 Insurance Detail by Entity**

Asset Number: 064009044
Unique Location Number: 44
Member: 064 - PITTSBURG COUNTY
Site: 009 - TOWERS-ANTENNAS-LOTS 4-6
Building: 044 - TOWER BUILDING
Historical: NO
 35.183053, -95.337181
 HAILEYVILLE, OK 74547
Department:
Built/Acquired: 1995/1995
Inspection Date: 05/25/2022
No. Stories: 1
Total Sq. Ft.: 80
Basement: NO
Basement Sq. Ft.:
Flood Zone: X
Condition: AVERAGE
Occupancy: 60052 - STORAGE BUILDING
Frame Type: WD - WOOD
ISO Construction Class: 1 - FRAME/COMBUSTIBLE
GPS Lat & Long: 35.183053, -95.337181
Fire Alarm:
Sprinkler Type:
Security System:



Building Secondary Attributes
Exterior Walls: WOOD SIDING ON STUDS,
 METAL,
Roofing Type: LOW (1/12-4/12),
Roofing Pitch: GABLE,
Roofing Shape: WOOD,
Flooring Type: WOOD,
Ceiling Type: NONE,
Partitions: RAISED WOOD FOUNDATION,
Foundation Type: 32
Perimeter: 8
Avg Story Height:

General Attributes
Fire Hydrant Dist 6.9 miles
Fire Dept Dist 396 miles
Nearest Ocean
Valuation Conclusions
As Of Date 06/30/2022
Valuation Source Appraisal
Replacement Cost New 3,200.00
Exclusion Amount 0.00
Modeled Contents Value 10,000.00

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

09/12/2022

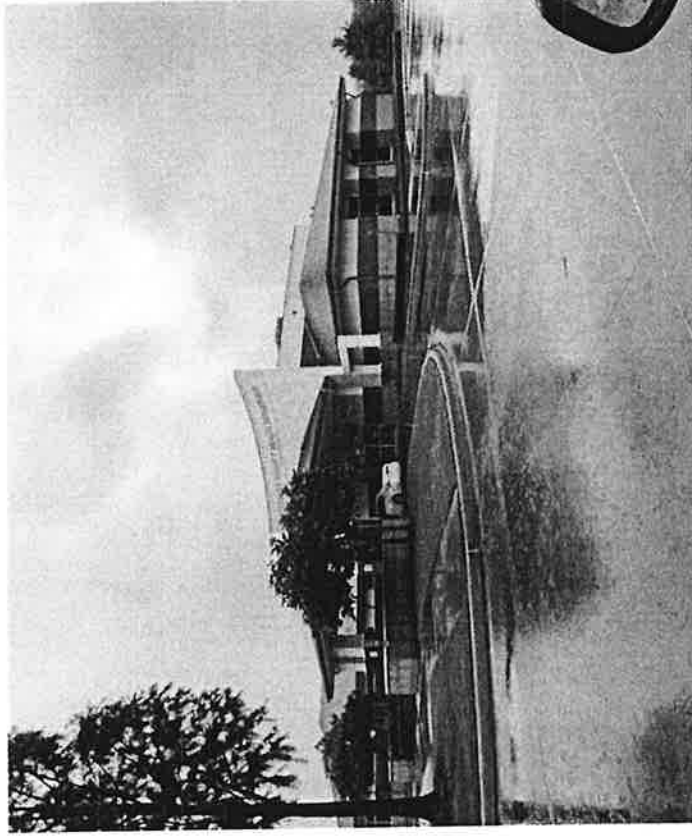
Services
ELECTRICAL

Features

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
 PITTSBURG COUNTY
 Insurance Detail by Entity

Asset Number: 064012027
Unique Location Number: 27
Member: 064 - PITTSBURG COUNTY
Site: 012 - COUNTY HEALTH DEPT
Building: 027 - COUNTY HEALTH DEPT
Historical: NO
1400 E. COLLEGE
MCALISTER, OK 74501
Department:
Built/Acquired: 2008/2008
Inspection Date: 05/25/2022
No. Stories: 1
Total Sq. Ft.: 30734
Basement: NO
Basement Sq. Ft.:
Flood Zone: X
Condition: AVERAGE
Occupancy: 10003 - HEALTH CLINIC
Frame Type: JM - JOISTED MASONRY
ISO Construction Class: 2 - JOISTED MASONRY
GPS Lat & Long: 34.932981, -95.748372
Fire Alarm: FIRE ALARM - AUTOMATIC 100%, FIRE ALARM - MANUAL 100%
Sprinkler Type: WET PIPE 100%
Security System: VIDEO SURVEILLANCE 100%
Building Secondary Attributes
Exterior Walls: BRICK ON CONCRETE BLOCK, EIFS
Roofing Type: ASPHALT SHINGLES,
Roofing Pitch: MEDIUM (5/12-8/12),
Roofing Shape: HIP,
Flooring Type: CARPETING, VINYL
Ceiling Type: ACOUSTICAL,
Partitions: PLASTER/STUDS,
Foundation Type: CONCRETE SLAB ON GROUND, CONCRETE FOOTING FOUNDATION
Perimeter: 1009
Avg Story Height: 12



Valuation Conclusions	
As Of Date	06/30/2022
Valuation Source	Appraisal
Replacement Cost New	5,660,700.00
Exclusion Amount	339,600.00
Modeled Contents Value	1,133,800.00

General Attributes
Fire Hydrant Dist 50 feet
Fire Dept Dist 1.1 miles
Nearest Ocean 378 miles

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

09/12/2022

Services

AIR CONDITIONING - ROOFTOP
ELECTRICAL
HEATING - ROOFTOP
PLUMBING

Features

AUTOMOTIVE LIFTS
BACKUP GENERATOR
BUILT-INS (CABINETS, LOCKERS, BOOKCASES)

Features.Memo

45KW GEN

Windstorm Attributes
Basement

NO BASEMENT 1

Insurance Detail by Entity

Asset Number: 064013028
Unique Location Number: 28
Member: 064 - PITTSBURG COUNTY
Site: 013 - EMERGENCY MGMT CENTER
Building: 028 - EMERGENCY MGMT CENTER
705 EOC DRIVE
MCLESTER, OK 74501
Department:
Built/Acquired: 2017/2017
No. Stories: 1
Basement: NO
Flood Zone: X
Occupancy: 20027 - GOVERNMENTAL BUILDING
Frame Type: MNC - MASONRY NON-COMBUSTIBLE
ISO Construction Class: 4 - MASONRY NON COMBUSTIBLE
GPS Lat & Long: 34.948147, -95.779176
Fire Alarm: FIRE ALARM - AUTOMATIC 100%. FIRE ALARM - MANUAL 100%
Sprinkler Type: WET PIPE 100%
Security System: VIDEO SURVEILLANCE 100%

Historical: NO
Inspection Date: 05/25/2022
Total Sq. Ft.: 6720
Basement Sq. Ft.:
Condition: AVERAGE

Building Secondary Attributes

Exterior Walls: BRICK ON CONCRETE BLOCK,
Roofing Type: SINGLE MEMBRANE,
Roofing Pitch: FLAT,
Roofing Shape: FLAT,
Flooring Type: CARPETING, VINYL
Ceiling Type: ACOUSTICAL,
Partitions: DRYWALL/STUDS.
Foundation Type: CONCRETE FOUNDATION WALLS, CONCRETE FOOTING FOUNDATION
Perimeter: 328
Avg Story Height: 16

General Attributes

Fire Hydrant Dist
Fire Dept Dist
Nearest Ocean

1.1 miles
 384 miles

Valuation Conclusions

As Of Date
Valuation Source
Replacement Cost New
Exclusion Amount
Modeled Contents Value

06/30/2022
 Appraisal
 2,506,300.00
 150,400.00
 500,000.00



ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

09/12/2022

Services

AIR CONDITIONING - ROOFTOP
ELECTRICAL
HEATING - ROOFTOP
PLUMBING

Features

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

09/12/2022

Windstorm Attributes
Basement

NO BASEMENT 1

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

Asset Number: 064013038
Unique Location Number: 38
Member: 064 - PITTSBURG COUNTY
Site: 013 - EMERGENCY MGMT CENTER
Building: 038 - ERMG MGMT STORAGE/EQUIP SHOP
Historical: NO
Department: MCALESTER, OK 74501
Built/Acquired: 2017/2017
No. Stories: 1
Basement: NO
Flood Zone: X
Occupancy: 20036 - SERVICE GARAGE
Frame Type: PES - PRE-ENGINEERED STEEL
ISO Construction Class: 3 - NON COMBUSTIBLE
GPS Lat & Long: 34.948094, -95.779445
Inspection Date: 05/25/2022
Total Sq. Ft.: 2250
Basement Sq. Ft.:
Condition: AVERAGE



Sprinkler Type:
Security System:
Building Secondary Attributes
Exterior Walls: METAL SIDING ON GIRTS,
Roofing Type: METAL,
Roofing Pitch: LOW (1/12-4/12),
Roofing Shape: GABLE,
Flooring Type: SEALER,
Ceiling Type: NONE,
Partitions: NONE,
Foundation Type: CONCRETE SLAB ON GROUND,
Perimeter: 180 **Avg Story Height:** 18

General Attributes
Fire Hydrant Dist
Fire Dept Dist
Nearest Ocean

Valuation Conclusions
As Of Date 06/30/2022
Valuation Source Appraisal
Replacement Cost New 189,300.00
Exclusion Amount 7,600.00
Modeled Contents Value 73,800.00

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

09/12/2022

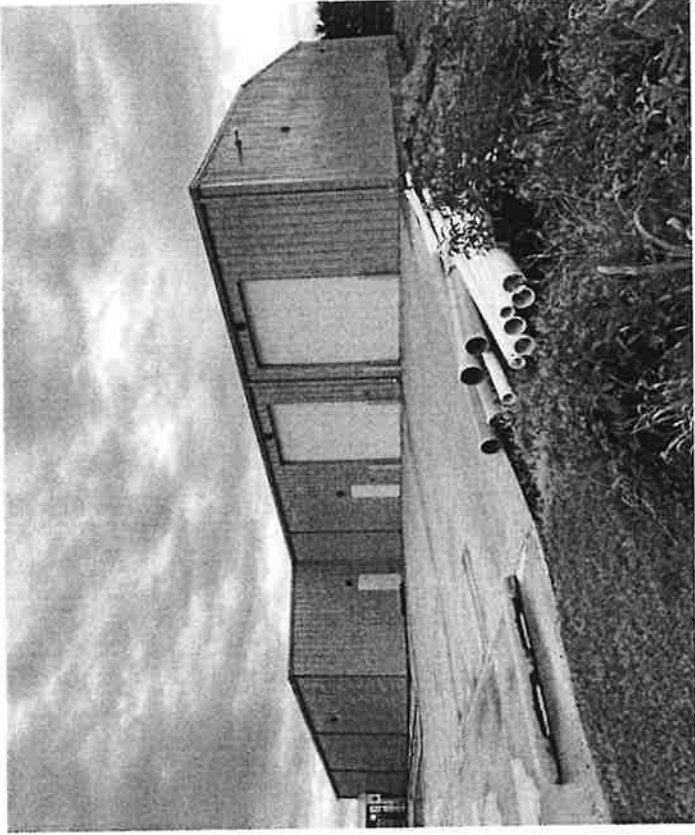
Services
ELECTRICAL
HEATING - RADIANT
PLUMBING

Features

**ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity**

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
 PITTSBURG COUNTY
 Insurance Detail by Entity

Asset Number: 064013039
Unique Location Number: 39
Member: 064 - PITTSBURG COUNTY
Site: 013 - EMERGENCY MGMT CENTER
Building: 039 - EMERGENCY MGMT CENTER-WAREHOUSE
 705 EOC DRIVE
 MCALESTER, OK 74501
Department:
Built/Acquired: 2021/2021
No. Stories: 1
Basement: NO
Flood Zone: X
Occupancy: 20044 - WAREHOUSE
Frame Type: PES - PRE-ENGINEERED STEEL
ISO Construction Class: 3 - NON COMBUSTIBLE
GPS Lat & Long: 34.94804, -95.778558
Fire Alarm: FIRE ALARM - AUTOMATIC 100%, FIRE ALARM - MANUAL 100%
Sprinkler Type: WET PIPE 100%
Security System: VIDEO SURVEILLANCE 100%
Building Secondary Attributes
Exterior Walls: METAL SIDING ON GIRTS,
 METAL,
Roofing Type: METAL,
Roofing Pitch: LOW (1/12-4/12),
Roofing Shape: GABLE,
Flooring Type: SEALER,
Ceiling Type: ACOUSTICAL,
Partitions: DRYWALL/STUDS,
Foundation Type: CONCRETE SLAB ON GROUND,
Perimeter: 536 **Avg Story Height:** 18
General Attributes
Fire Hydrant Dist 1.1 miles
Fire Dept Dist 384 miles
Nearest Ocean



Valuation Conclusions
As Of Date 06/30/2022
Valuation Source Appraisal
Replacement Cost New 1,211,200.00
Exclusion Amount 48,400.00
Modeled Contents Value 536,400.00

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

09/12/2022

Services
ELECTRICAL
HEATING - UNIT HEATERS
PLUMBING

Features

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

Asset Number: 064014029
Unique Location Number: 29
Member: 064 - PITTSBURG COUNTY
Site: 014 - OSU EXT CTR
Building: 029 - OSU EXT CTR
Historical: NO
707 W. ELECTRIC
MCALLESTER, OK 74501
Department:
Built/Acquired: 2009/2009
Inspection Date: 05/25/2022
No. Stories: 1
Total Sq. Ft.: 5000
Basement: NO
Basement Sq. Ft.:
Flood Zone: X
Condition: AVERAGE
Occupancy: 60001 - ADMINISTRATION (OFFICE) BUILDING
Frame Type: PES - PRE-ENGINEERED STEEL
ISO Construction Class: 3 - NON COMBUSTIBLE
GPS Lat & Long: 34.946895, -95.780826
Fire Alarm: FIRE ALARM - AUTOMATIC 100%, FIRE ALARM - MANUAL 100%
Sprinkler Type: WET PIPE 100%
Security System: VIDEO SURVEILLANCE 100%

Building Secondary Attributes

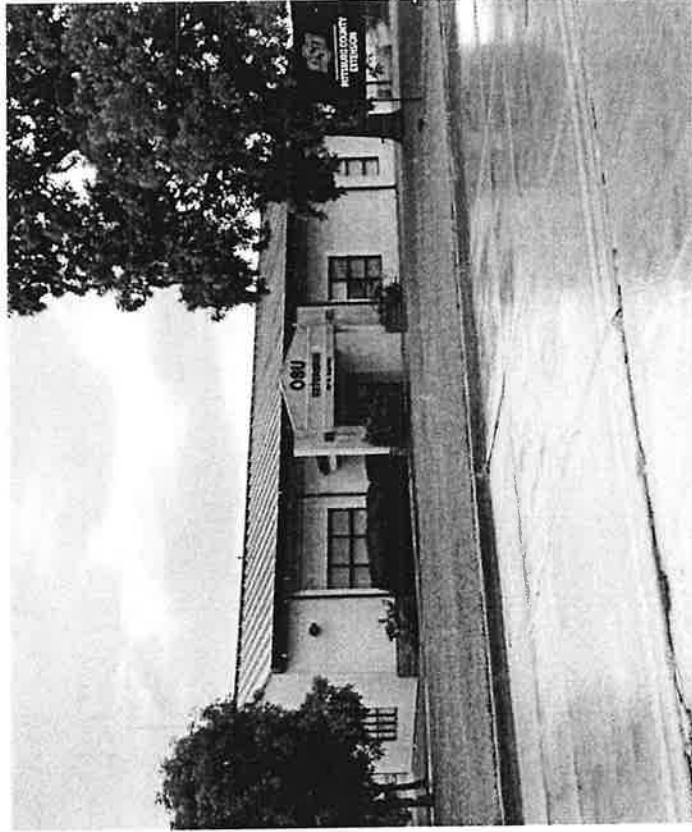
Exterior Walls: EIFS, METAL SIDING ON GIRTS
Roofing Type: METAL,
Roofing Pitch: MEDIUM (5/12-8/12),
Roofing Shape: GABLE,
Flooring Type: VINYL,
Ceiling Type: ACOUSTICAL,
Partitions: DEMOUNTABLE,
Foundation Type: CONCRETE SLAB ON GROUND, CONCRETE FOOTING FOUNDATION
Perimeter: 300
Avg Story Height: 16

General Attributes

Fire Hydrant Dist 1.1 miles
Fire Dept Dist 384 miles
Nearest Ocean

Valuation Conclusions

As Of Date 06/30/2022
Valuation Source Appraisal
Replacement Cost New 786,000.00
Exclusion Amount 39,300.00
Modeled Contents Value 205,000.00



ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

09/12/2022

Services

- AIR CONDITIONING - FORCED AIR
- ELECTRICAL
- HEATING - FORCED WARM AIR
- PLUMBING

Features

- BUILT-INS (CABINETS, LOCKERS, BOOKCASES)

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

09/12/2022

Windstorm Attributes
Basement

NO BASEMENT 1

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

Asset Number: 064014036
Unique Location Number: 36
Member: 064 - PITTSBURG COUNTY
Site: 014 - OSU EXT CTR
Building: 036 - OSU EXT STORAGE 1
Historical: NO
Department: 707 W ELETRIC
 MCALESTER, OK 74501
Built/Acquired: 2021/2021
Inspection Date: 05/25/2022
No. Stories: 1
Total Sq. Ft.: 900
Basement: NO
Basement Sq. Ft.:
Flood Zone: X
Condition: AVERAGE
Occupancy: 60052 - STORAGE BUILDING
Frame Type: PES - PRE-ENGINEERED STEEL
ISO Construction Class: 3 - NON COMBUSTIBLE
GPS Lat & Long: 34.947099, -95.781195
Fire Alarm:
Sprinkler Type:
Security System:

Building Secondary Attributes

Exterior Walls: METAL SIDING ON GIRTS,
 METAL,
Roofing Type: METAL,
Roofing Pitch: LOW (1/12-4/12),
Roofing Shape: GABLE,
Flooring Type: EARTH,
Ceiling Type: NONE,
Partitions: NONE,
Foundation Type: POLE,
Perimeter: 120

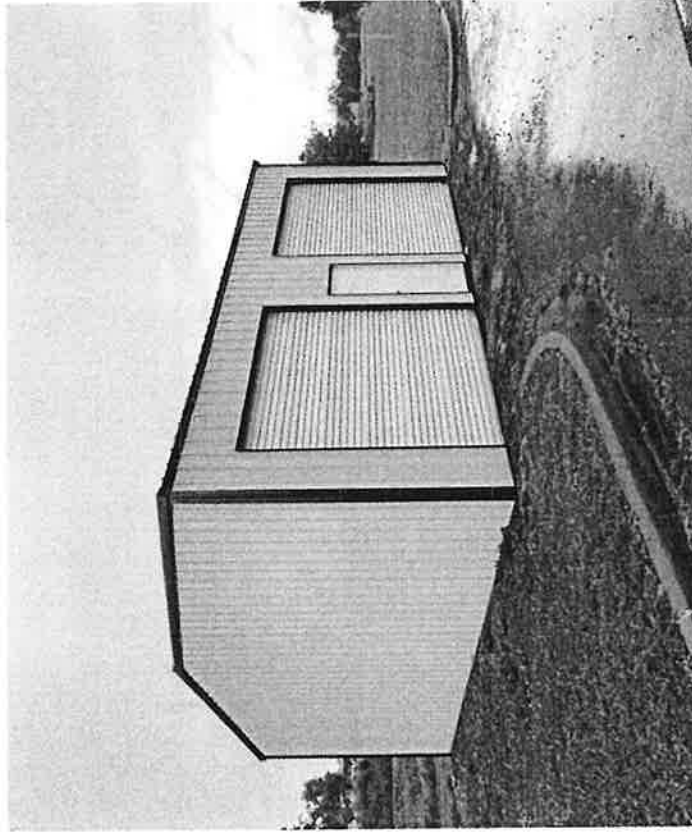
Avg Story Height: 13

General Attributes

Fire Hydrant Dist 1.1 miles
Fire Dept Dist 384 miles
Nearest Ocean

Valuation Conclusions

As Of Date 06/30/2022
Valuation Source Appraisal
Replacement Cost New 25,000.00
Exclusion Amount 1,300.00
Modeled Contents Value 15,000.00



ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

09/12/2022

Services
NONE

Features

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

09/12/2022

Asset Number: 064014037
 Unique Location Number: 37
 Member: 064 - PITTSBURG COUNTY
 Site: 014 - OSU EXT CTR
 Building: 037 - OSU EXT STORAGE 2

707 W ELETRIC
 MCALESTER, OK 74501
 Department:
 Built/Acquired: 2009/2009
 No. Stories: 1
 Basement: NO
 Flood Zone: X
 Occupancy: 60052 - STORAGE BUILDING
 Frame Type: WD - WOOD
 ISO Construction Class: 1 - FRAME/COMBUSTIBLE
 GPS Lat & Long: 34.947045, -95.780831
 Fire Alarm:
 Sprinkler Type:
 Security System:

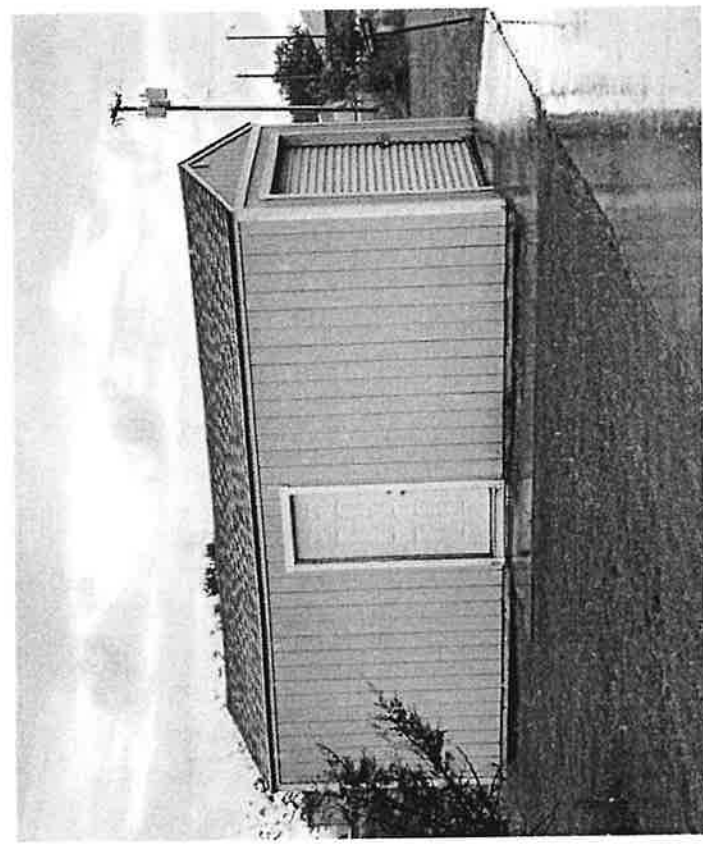
Historical: NO
 Inspection Date: 05/25/2022
 Total Sq. Ft.: 264
 Basement Sq. Ft.:
 Condition: AVERAGE

Building Secondary Attributes
 Exterior Walls: WOOD SIDING ON STUDS,
 Roofing Type: ASPHALT SHINGLES,
 Roofing Pitch: LOW (1/12-4/12),
 Roofing Shape: GABLE,
 Flooring Type: WOOD,
 Ceiling Type: NONE,
 Partitions: NONE,
 Foundation Type: RAISED WOOD FOUNDATION,
 Perimeter: 68
 Avg Story Height: 10

General Attributes
 Fire Hydrant Dist
 Fire Dept Dist
 Nearest Ocean

Valuation Conclusions
 As Of Date
 Valuation Source
 Replacement Cost New
 Exclusion Amount
 Modeled Contents Value

06/30/2022
 Appraisal
 9,200.00
 0.00
 9,000.00



ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

09/12/2022

Services
NONE

Features

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

Insurance Detail by Entity

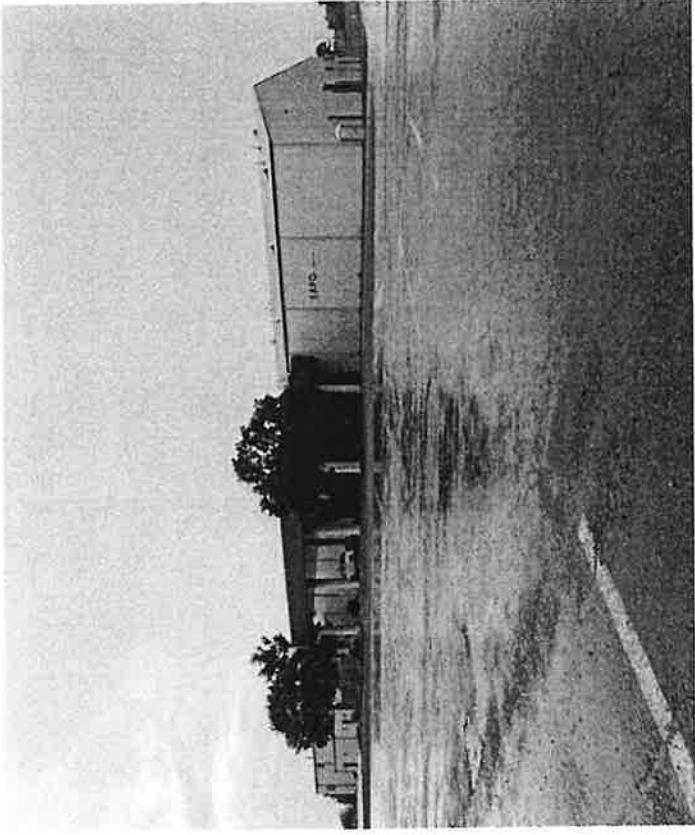
Asset Number: 064016031
Unique Location Number: 31
Member: 064 - PITTSBURG COUNTY
Site: 016 - EXPO CENTER
Building: 031 - EXPO CENTER
 4500 W HWY 270
 MCALESTER, OK 74501
Department:
Built/Acquired: 1997/1997
No. Stories: 2
Basement: YES
Flood Zone: X
Occupancy: 10011 - EXPO CENTER
Frame Type: PES - PRE-ENGINEERED STEEL
ISO Construction Class: 3 - NON COMBUSTIBLE
GPS Lat & Long: 34.944564, -95.824994
Fire Alarm: FIRE ALARM - AUTOMATIC 100%, FIRE ALARM - MANUAL 100%
Sprinkler Type: WET PIPE 100%
Security System: VIDEO SURVEILLANCE 100%

Historical: NO
Inspection Date: 05/25/2022
Total Sq. Ft.: 97400
Basement Sq. Ft.: 15000
Condition: AVERAGE

Building Secondary Attributes
Exterior Walls: METAL SIDING ON GIRTS,
Roofing Type: METAL,
Roofing Pitch: MEDIUM (5/12-8/12),
Roofing Shape: GABLE,
Flooring Type: CARPETING, SEALER
Ceiling Type: ACOUSTICAL, NONE
Partitions: DEMOUNTABLE, NONE
Foundation Type: CONCRETE SLAB ON GROUND, CONCRETE FOOTING FOUNDATION
Perimeter: 1232 **Avg Story Height:** 18

General Attributes
Fire Hydrant Dist 75 feet
Fire Dept Dist 3.2 miles
Nearest Ocean 384 miles

Valuation Conclusions
As Of Date 06/30/2022
Valuation Source Appraisal
Replacement Cost New 7,400,800.00
Exclusion Amount 352,400.00
Modeled Contents Value 813,300.00



ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

09/12/2022

- Services
- BOILER
- CHILLER
- ELECTRICAL
- PLUMBING

Features

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

Asset Number: 064016032
Unique Location Number: 32
Member: 064 - PITTSBURG COUNTY
Site: 016 - EXPO CENTER
Building: 032 - EXPO STORAGE 1
Historical: NO
Department: 4500 W HWY 270
 MCALESTER, OK 74501
Built/Acquired: 1997/1997
No. Stories: 1
Basement: NO
Flood Zone: X
Occupancy: 60052 - STORAGE BUILDING
Frame Type: WD - WOOD
ISO Construction Class: 1 - FRAME/COMBUSTIBLE
GPS Lat & Long: 34.945245, -95.825059
Inspection Date: 05/25/2022
Total Sq. Ft.: 2040
Basement Sq. Ft.:
Condition: AVERAGE



Building Secondary Attributes
Exterior Walls: METAL SIDING ON GIRTS,
 METAL,
Roofing Type: MEDIUM (5/12-8/12),
Roofing Pitch: GABLE,
Roofing Shape: SEALER,
Flooring Type: NONE,
Ceiling Type: NONE,
Partitions: CONCRETE SLAB ON GROUND,
Foundation Type: 188
Perimeter: Avg Story Height: 12

General Attributes
Fire Hydrant Dist 70 feet
Fire Dept Dist 3.2 miles
Nearest Ocean 384 miles

Valuation Conclusions
As Of Date 06/30/2022
Valuation Source Appraisal
Replacement Cost New 126,400.00
Exclusion Amount 6,300.00
Modeled Contents Value 66,900.00

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

Services

- AIR CONDITIONING - UNIT
- ELECTRICAL
- HEATING - UNIT HEATERS
- PLUMBING

Features

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

Asset Number: 064016033
Unique Location Number: 33
Member: 064 - PITTSBURG COUNTY
Site: 016 - EXPO CENTER
Building: 033 - EXPO STORAGE 2
Historical: NO
4500 W HWY 270
MCALESTER, OK 74501
Department:
Built/Acquired: 1997/1997
Inspection Date: 05/25/2022
No. Stories: 1
Total Sq. Ft.: 720
Basement: NO
Basement Sq. Ft.:
Flood Zone: X
Condition: AVERAGE
Occupancy: 60052 - STORAGE BUILDING
Frame Type: WD - WOOD
ISO Construction Class: 1 - FRAME/COMBUSTIBLE
GPS Lat & Long: 34.945118, -95.825036
Fire Alarm:
Sprinkler Type:
Security System:



Building Secondary Attributes
Exterior Walls: METAL SIDING ON GIRTS,
Roofing Type: METAL,
Roofing Pitch: MEDIUM (5/12-8/12),
Roofing Shape: GABLE,
Flooring Type: SEALER,
Ceiling Type: NONE,
Partitions: NONE,
Foundation Type: CONCRETE SLAB ON GROUND,
Perimeter: 108
Avg Story Height: 10

General Attributes
Fire Hydrant Dist 70 feet
Fire Dept Dist 3.2 miles
Nearest Ocean 384 miles
Valuation Conclusions
As Of Date 06/30/2022
Valuation Source Appraisal
Replacement Cost New 35,300.00
Exclusion Amount 1,800.00
Modeled Contents Value 24,600.00

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

09/12/2022

Services
ELECTRICAL

Features

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA SIG
PITTSBURG COUNTY
Insurance Detail by Entity

RESOLUTION
23-286

The Board of County Commissioners, Pittsburg County, met in special session on Monday, May 8, 2023.

WHEREAS, the Pittsburg County Sheriff's Office wishes to declare the following vehicles surplus, to be sold at the McAlester Auto Auction on Thursday, June 1, 2023.

<u>ITEM#</u>	<u>DESCRIPTION</u>	<u>SERIAL/VIN#</u>
B-789	2013 Ford ½ Ton Crew Cab 4X4	1FTFW1EF4 DKD91448

THEREFORE, BE IT KNOWN, the Board of County Commissioners, Pittsburg County, do hereby declare the above-mentioned vehicles surplus, to be sold at the McAlester Auto Auction on Thursday, June 1, 2023.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN



MEMBER



MEMBER

COUNTY CLERK



surplus

From: Julie Padgett <jpadgett@pittsburgsheriff.com>

Sent: Tue, May 2, 2023 at 3:07 pm

To: boccc@pittsburg.okcounties.org

Sandra,

Could we please get this vehicle on the agenda for surplus

2013 ford 1/2 ton 4 door crew cab 4x4 truck
Vin# 1FTFW1EF4DKD91448

INV# B789
PURCHASED ON 6/28/2013
\$25,250.00

Julie Padgett
Pittsburg County Sheriff's Office
1210 N. West St
McAlester, Ok 74501
918-423-5858

Declare Surplus
to the McAlester
Auction Auto

RESOLUTION
23-287

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, May 8, 2023.

WHEREAS, the Board of County Commissioners, Pittsburg County, has determined that the existing exhaust fans at the Southeast Expo Center must be removed before for the installation of the HVAC system can proceed.

WHEREAS, this resolution will act as Change Order No. 1 to the Contract between Pittsburg County and Stone Electric. This change order will be in the amount of \$9,800.00 and will be for the removal of the existing eight (8) exhaust fans and louvers, to cover holes created by the removal of the exhaust fans with sheet metal to match the existing sheet metal (as close as possible due to the fading of the existing sheet metal) and will consist of all materials needed and labor to complete the change order.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby approve Change Order No. 1 to the Contract between Pittsburg County and Stone Electric for American Rescue Plan Act Project No. ARPA-21.004 for the Expo Roof/HVAC Project.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN

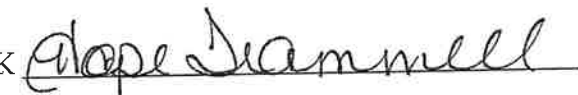


VICE-CHAIRMAN



MEMBER

COUNTY CLERK



Stone Electric

P.O. Box 1
Pittsburg, Ok. 74560
(918)432-6312
Fax (918)432-6313

Estimate

Date	Estimate #
4/24/2023	

Name / Address
Pittsburg County Expo Center C/O Pittsburg County Comissioners 115 East Carl Albert PKWY McAlester, Ok 74501

			Project
Description	Qty	Rate	Total
Price to remove 8 existing exhaust fans and louvers. Cover hole with matching colored sheet metal (as close as possible due to sun fading on original metal). Labor and materials		9,800.00	9,800.00
		Total	\$9,800.00

**SECTION 125 FLEXIBLE BENEFIT PLAN
ADOPTION AGREEMENT**

The undersigned Employer hereby adopts the Section 125 Flexible Benefit Plan for those Employees who shall qualify as Participants hereunder. The Employer hereby selects the following Plan specifications:

A. EMPLOYER INFORMATION

Name of Employer:	PITTSBURG COUNTY OK
Address:	115 E CARL ALBERT PKWY MCALESTER, OK 74501
Employer Identification Number:	73-6006407
Nature of Business:	MUNICIPALITY
Name of Plan:	PITTSBURG COUNTY OK Flexible Benefit Plan
Plan Number:	501 125/Flex

B. EFFECTIVE DATE

Original effective date of the Plan:	July 1, 2010
If Amendment to existing plan, effective date of amendment:	July 1, 2023

C. ELIGIBILITY REQUIREMENTS FOR PARTICIPATION

Eligibility requirements for each component plan under this Section 125 document will be applicable and, if different, will be listed in Item F.

Length of Service:	First day of the month following 60 days.
Retiree Wording:	N/A
Minimum Hours:	All employees with 36 hours of service or more each week. An hour of service is each hour for which an employee receives, or is entitled to receive, payment for performance of duties for the Employer.
Age:	Minimum age of 18.0 years.

D. PLAN YEAR

The current plan year will begin on July 1, 2023 and end on June 30, 2024.
Each subsequent plan year will begin on July 1 and end on June 30.

E. EMPLOYER CONTRIBUTIONS

Non-Elective Contributions:

The Employer may at its sole discretion provide a non-elective contribution to provide benefits for each Participant under the Plan. This amount will be set by the Employer each Plan Year in a uniform and non-discriminatory manner. If this non-elective contribution amount exceeds the cost of benefits elected by the Participant, excess amounts will not be paid to the Participant as taxable cash.

**Elective Contributions
(Salary Reduction):**

The maximum amount available to each Participant for the purchase of elected benefits through salary reduction will be:

\$25000.00 per plan year, not to exceed 100% of compensation

Each Participant may authorize the Employer to reduce his or her compensation by the amount needed for the purchase of benefits elected, less the amount of non-elective contributions. An election for salary reduction will be made on the benefit election form.

F. **AVAILABLE BENEFITS:** Each of the following components should be considered a plan that comprises this Plan.

1. **Group Medical Insurance** -- The terms, conditions, and limitations for the Group Medical Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

**Blue Cross Blue Shield | American Fidelity Assurance Company
Accident Only and Hospital Indemnity |
Eligibility Requirements for Participation, if different than Item C.**

2. **Disability Income Insurance** -- The terms, conditions, and limitations for the Disability Income Insurance will be as set forth in the insurance policy or policies described below: (See Section VI of the Plan Document)

N/A
Eligibility Requirements for Participation, if different than Item C.

3. **Cancer Coverage** -- The terms, conditions, and limitations for the Cancer Coverage will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

**American Fidelity Assurance Company C-11 and subsequent plans |
Eligibility Requirements for Participation, if different than Item C.**

4. **Dental/Vision Insurance** -- The terms, conditions, and limitations for the Dental/Vision Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

**Blue Cross Blue Shield Dental | Vision Service Plan |
Eligibility Requirements for Participation, if different than Item C.**

5. **Group Life Insurance** which will be comprised of Group term life insurance and Individual term life insurance under Section 79 of the Code.

The terms, conditions, and limitations for the Group Life Insurance will be as set forth in the insurance policy or policies described below: (See Section VII of the Plan Document)

N/A

Individual life coverage under Section 79 is available as a benefit, and the face amount when combined with the group-term life, if any, N/A exceed \$50,000.
Eligibility Requirements for Participation, if different than Item C.

6. **Dependent Care Assistance Plan** -- The terms, conditions, and limitations for the Dependent Care Assistance Plan will be as set forth in Section IX of the Plan Document and described below:

Minimum Contribution - \$0.00 per Plan Year

Maximum Contribution - \$5000.00 per Plan Year

Recordkeeper: American Fidelity Assurance Company

Eligibility Requirements for Participation, if different than Item C.

N/A

7. **Medical Expense Reimbursement Plan** (a.k.a. Healthcare Flexible Spending Account) -- The terms, conditions, and limitations for the Medical Expense Reimbursement Plan will be as set forth in Section VIII of the Plan Document and described below:

Minimum Coverage - \$0.00 per Plan Year or a Prorated Amount for a Short Plan Year.

Maximum Coverage - \$3050.00 per Plan Year or a Prorated Amount for a Short Plan Year. In no event can the maximum exceed the limit as indicated by the IRS in accordance with the law.

Recordkeeper: American Fidelity Assurance Company

Restrictions: As outlined in Policy G-905/R1.

Grace Period: The Provisions in Section 8.06 of the Plan to permit a Grace Period with respect to the Medical Expense Reimbursement Plan **are not** elected.

Carryover: The Provisions in Section 8.07 of the Plan to permit a Carryover with respect to the Medical Expense Reimbursement Plan **are** elected.

Carryover Maximum: \$610 per Plan Year.

HEART Act: The provisions in Section 8.08 of the Plan to permit the Qualified Reservist Distribution of the Heroes Earnings Assistance and Relief Tax Act (HEART) **are** elected.

Eligibility Requirements for Participation, if different than Item C.

8. **Health Savings Accounts** – The Plan permits contributions to be made to a Health Savings Account on a pretax basis in accordance with Section X of the Plan and the following provisions:

HSA Trustee – N/A

Maximum Contribution – N/A

Limitation on Eligible Medical Expenses – For purposes of the Medical Reimbursement Plan, Eligible Medical Expenses of a Participant that is eligible for and elects to participate in a Health Savings Account shall be limited to expenses for:

N/A

Eligibility Requirements for Participation, if different than Item C.

- a. An Employee must complete a Certification of Health Savings Account Eligibility which confirms that the Participant is an eligible individual who is entitled to establish a Health Savings Account in accordance with Code Section 223(c)(1).
- b. Eligibility for the Health Savings Account shall begin on the later of (i) first day of the month coinciding with or next following the Employee's commencement of coverage under the High Deductible Health Plan, or (ii) the first day following the end of a Grace Period available to the Employee with respect to the Medical Reimbursement Accounts that are not limited to vision and dental expenses (unless the participant has a \$0.00 balance on the last day of the plan year).
- c. An Employee's eligibility for the Health Savings Account shall be determined monthly.

9. Temporary COVID Relief Amendment—The Plan permits the following Changes in accordance with Section XIV of the Plan, and as selected by the Employer.

The Plan shall be construed, enforced, administered, and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974, (as amended) if applicable, the Internal Revenue Code of 1986 (as amended), and the laws of the State of Oklahoma. Should any provision be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only, will be deemed not to include the provision determined to be void.

This Plan is hereby adopted _____.

PITTSBURG COUNTY OK -
(Name of Employer)

Signed By: 

Title: _____

APPENDIX A

Related Employers that have adopted this Plan

Name(s):
N/A

THIS DOCUMENT IS NOT COMPLETE WITHOUT SECTIONS I THROUGH XIII
PD – 1122 SW Document ID # 157494MCP #58389 Effective Date:07/01/2023 5/4/23 10:43 AM

SECTION 125 FLEXIBLE BENEFIT PLAN

SECTION I

PURPOSE

The Employer is establishing this Flexible Benefit Plan in order to make a broader range of benefits available to its Employees and their Beneficiaries. This Plan allows Employees to choose among different types of benefits and select the combination best suited to their individual goals, desires, and needs. These choices include an option to receive certain benefits in lieu of taxable compensation.

In establishing this Plan, the Employer desires to attract, reward, and retain highly qualified, competent Employees, and believes this Plan will help achieve that goal.

It is the intent of the Employer to establish this Plan in conformity with Section 125 of the Internal Revenue Code of 1986, as amended, and in compliance with applicable rules and regulations issued by the Internal Revenue Service. This Plan will grant to eligible Employees an opportunity to purchase qualified benefits which, when purchased alone by the Employer, would not be taxable.

SECTION II

DEFINITIONS

The following words and phrases appear in this Plan and will have the meaning indicated below unless a different meaning is plainly required by the context:

- 2.01 **Administrator** The Employer unless another has been designated in writing by the Employer as Administrator within the meaning of Section 3(16) of ERISA (if applicable).
- 2.02 **Beneficiary** Any person or persons designated by a participating Employee to receive any benefit payable under the Plan on account of the Employee's death.
- 2.02a **Carryover** The amount equal to the lesser of (a) any unused amounts from the immediately preceding Plan Year or (b) an amount up to \$610, as indexed for inflation, paralleling the indexing applicable to the limit on salary reduction contributions under Code Section 125(i) of the Code, except that in no event may the Carryover be less than five dollars (\$5).
- 2.03 **Code** Internal Revenue Code of 1986, as amended.
- 2.04 **Dependent** Any of the following:
- (a) Tax Dependent: A Dependent includes a Participant's spouse and any other person who is a Participant's dependent within the meaning of Code Section 152, provided that, with respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Participant's dependent (i) is any person within the meaning of Code Section 152, determined without regard to Subsections (b)(1), (b)(2),

and (d)(1)(B) thereof, and (ii) includes any child of the Participant to whom Code Section 152(e) applies (such child will be treated as a dependent of both divorced parents).

(b) Student on a Medically Necessary Leave of Absence: With respect to any plan that is considered a group health plan under Michelle's Law (and not a HIPAA excepted benefit under Code Sections 9831(b), (c) and 9832(c)) and to the extent the Employer is required by Michelle's Law to provide continuation coverage, a Dependent includes a child who qualifies as a Tax Dependent (defined in Section 2.04(a)) because of his or her full-time student status, is enrolled in a group health plan, and is on a medically necessary leave of absence from school. The child will continue to be a Dependent if the medically necessary leave of absence commences while the child is suffering from a serious illness or injury, is medically necessary, and causes the child to lose student status for purposes of the group health plan's benefits coverage. Written physician certification that the child is suffering from a serious illness or injury and that the leave of absence is medically necessary is required at the Administrator's request. The child will no longer be considered a Dependent as of the earliest date that the child is no longer on a medically necessary leave of absence, the date that is one year after the first day of the medically necessary leave of absence, or the date benefits would otherwise terminate under either the group health plan or this Plan. Terms related to Michelle's Law, and not otherwise defined, will have the meaning provided under the Michelle's Law provisions of Code Section 9813.

(c) Adult Children: With respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Dependent includes a child of a Participant who as of the end of the calendar year has not attained age 27. A 'child' for purpose of this Section 2.04(c) means an individual who is a son, daughter, stepson, or stepdaughter of the Participant, a legally adopted individual of the Participant, an individual who is lawfully placed with the Participant for legal adoption by the Participant, or an eligible foster child who is placed with the Participant by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction. An adult child described in this Section 2.04(c) is only a Dependent with respect to benefits provided after March 30, 2010 (subject to any other limitations of the Plan).

Dependent for purposes of the Dependent Care Reimbursement Plan is defined in Section 9.04(a).

2.05

Effective Date The effective date of this Plan as shown in Item B of the Adoption Agreement.

2.06

Elective Contribution The amount the Participant authorizes the Employer to reduce compensation for the purchase of benefits elected.

- 2.07 **Eligible Employee** Employee meeting the eligibility requirements for participation as shown in Item C of the Adoption Agreement.
- 2.08 **Employee** Any person employed by the Employer on or after the Effective Date.
- 2.09 **Employer** The entity shown in Item A of the Adoption Agreement, and any Related Employers authorized to participate in the Plan with the approval of the Employer. Related Employers who participate in this Plan are listed in Appendix A to the Adoption Agreement. For the purposes of Section 11.01 and 11.02, only the Employer as shown in Item A of the Adoption Agreement may amend or terminate the Plan.
- 2.10 **Employer Contributions** Amounts that have not been actually received by the Participant and are available to the Participant for the purpose of selecting benefits under the Plan. This term includes Non-Elective Contributions and Elective Contributions through salary reduction.
- 2.11 **Entry Date** The date that an Employee is eligible to participate in the Plan.
- 2.12 **ERISA** The Employee Retirement Income Security Act of 1974, Public Law 93-406 and all regulations and rulings issued thereunder, as amended (if applicable).
- 2.13 **Fiduciary** The named fiduciary shall mean the Employer, the Administrator and other parties designated as such, but only with respect to any specific duties of each for the Plan as may be set forth in a written agreement.
- 2.14 **Health Savings Account** A "health savings account" as defined in Section 223(d) of the Internal Revenue Code of 1986, as amended established by the Participant with the HSA Trustee.
- 2.15 **HSA Trustee** The Trustee of the Health Savings Account which is designated in Section F.8 of the Adoption Agreement.
- 2.16 **Highly Compensated** Any Employee who at any time during the Plan Year is a "highly compensated employee" as defined in Section 414(q) of the Code.
- 2.17 **High Deductible Health Plan** A health plan that meets the statutory requirements for annual deductibles and out-of-pocket expenses set forth in Code section 223(c)(2).
- 2.18 **HIPAA** The Health Insurance Portability and Accountability Act of 1996, as amended.

- 2.19 **Insurer** Any insurance company that has issued a policy pursuant to the terms of this Plan.
- 2.20 **Key Employee** Any Participant who is a "key employee" as defined in Section 416(i) of the Code.
- 2.21 **Non-Elective Contribution** A contribution amount made available by the Employer for the purchase of benefits elected by the Participant.
- 2.22 **Participant** An Employee who has qualified for Plan participation as provided in Item C of the Adoption Agreement.
- 2.23 **Plan** The Plan referred to in Item A of the Adoption Agreement as may be amended from time to time.
- 2.24 **Plan Year** The Plan Year as specified in Item D of the Adoption Agreement.
- 2.25 **Policy** An insurance policy issued as a part of this Plan.
- 2.26 **Preventative Care** Medical expenses which meet the safe harbor definition of "preventative care" set forth in IRS Notice 2004-23, which includes, but is not limited to, the following: (i) periodic health evaluations, such as annual physicals (and the tests and diagnostic procedures ordered in conjunction with such evaluations); (ii) well-baby and/or well-child care; (iii) immunizations for adults and children; (iv) tobacco cessation and obesity weight-loss programs; and (v) screening devices. However, preventative care does not generally include any service or benefit intended to treat an existing illness, injury or condition.
- 2.27 **Recordkeeper** The person designated by the Employer to perform recordkeeping and other ministerial duties with respect to the Medical Expense Reimbursement Plan and/or the Dependent Care Reimbursement Plan.
- 2.28 **Related Employer** Any employer that is a member of a related group of organizations with the Employer shown in Item A of the Adoption Agreement, and as specified under Code Section 414(b), (c) or (m).

SECTION III

ELIGIBILITY, ENROLLMENT, AND PARTICIPATION

- 3.01 **ELIGIBILITY:** Each Employee of the Employer who has met the eligibility requirements of Item C of the Adoption Agreement will be eligible to participate in the Plan on the Entry Date specified or the Effective Date of the Plan, whichever is later. Dependent eligibility to receive benefits under any of the plans listed in Item F of the Adoption Agreement will be described in the documents governing

those benefit plans. To the extent a Dependent is eligible to receive benefits under a plan listed in Item F, an Eligible Employee may elect coverage under this Plan with respect to such Dependent. Notwithstanding the foregoing, life insurance coverage on the life of a Dependent may not be elected under this Plan.

3.02 ENROLLMENT: An eligible Employee may enroll (or re-enroll) in the Plan by submitting to the Employer, during an enrollment period, an Election Form which specifies his or her benefit elections for the Plan Year and which meets such standards for completeness and accuracy as the Employer may establish. A Participant's Election Form shall be completed prior to the beginning of the Plan Year, and shall not be effective prior to the date such form is submitted to the Employer. Any Election Form submitted by a Participant in accordance with this Section shall remain in effect until the earlier of the following dates: the date the Participant terminates participation in the Plan; or, the effective date of a subsequently filed Election Form.

A Participant's right to elect certain benefit coverage shall be limited hereunder to the extent such rights are limited in the Policy. Furthermore, a Participant will not be entitled to revoke an election after a period of coverage has commenced and to make a new election with respect to the remainder of the period of coverage unless both the revocation and the new election are on account of and consistent with a change in status, or other allowable events, as determined by Section 125 of the Internal Revenue Code and the regulations thereunder.

3.03 TERMINATION OF PARTICIPATION: A Participant shall continue to participate in the Plan until the earlier of the following dates:

- a. The date the Participant terminates employment by death, disability, retirement or other separation from service; or
- b. The date the Participant ceases to work for the Employer as an eligible Employee; or
- c. The date of termination of the Plan; or
- d. The first date a Participant fails to pay required contributions while on a leave of absence.

3.04 SEPARATION FROM SERVICE: The existing elections of an Employee who separates from the employment service of the Employer shall be deemed to be automatically terminated and the Employee will not receive benefits for the remaining portion of the Plan Year.

3.05 QUALIFYING LEAVE UNDER FAMILY LEAVE ACT: Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), to the extent required by the FMLA, the Employer will continue to maintain the Participant's existing coverage under the Plan with respect to benefits under Section V and Section VIII of the Plan on the same terms and conditions as though he were still an active Employee. If the Employee opts to continue his coverage, the Employee may pay his Elective Contribution with after-tax dollars while on leave (or pre-tax dollars to the extent he receives compensation during the leave), or the Employee may be given the option to pre-pay all or a portion of his Elective Contribution for the expected duration of the leave on a pre-tax salary reduction basis out of his pre-leave compensation (including unused sick days or vacation) by making a special election to that effect prior to the date such compensation would normally be made available to him (provided, however, that pre-tax dollars may not be utilized to fund coverage during the next plan year), or via other arrangements agreed upon between the Employee and the Administrator (e.g., the Administrator may fund coverage during the leave and withhold amounts upon the Employee's return). Upon return from such leave, the Employee will be permitted to reenter the Plan on the same basis the Employee was participating in the Plan prior to his leave, or as otherwise required by the FMLA.

SECTION IV

CONTRIBUTIONS

4.01 EMPLOYER CONTRIBUTIONS: The Employer may pay the costs of the benefits elected under the Plan with funds from the sources indicated in Item E of the Adoption Agreement. The Employer Contribution may be made up of Non-Elective Contributions and/or Elective Contributions authorized by each Participant on a salary reduction basis.

4.02 IRREVOCABILITY OF ELECTIONS: A Participant may file a written election form with the Administrator before the end of the current Plan Year revising the rate of his contributions or discontinuing such contributions effective as of the first day of the next following Plan Year. The Participant's Elective Contributions will automatically terminate as of the date his employment terminates. Except as provided in this Section 4.02 and Section 4.03, a Participant's election under the Plan is irrevocable for the duration of the plan year to which it relates. The exceptions to the irrevocability requirement which would permit a mid-year election change in benefits and the salary reduction amount elected are set out in the Treasury regulations promulgated under Code Section 125, which include the following:

(a) Change in Status. A Participant may change or revoke his election under the Plan upon the occurrence of a valid change in status, but only if such change or termination is made on account of, and is consistent with, the change in status in accordance with the Treasury regulations promulgated under Section 125. The Employer, in its sole discretion as Administrator, shall determine whether a requested change is on account of and consistent with a change in status, as follows:

- (1) Change in Employee's legal marital status, including marriage, divorce, death of spouse, legal separation, and annulment;
- (2) Change in number of Dependents, including birth, adoption, placement for adoption, and death;
- (3) Change in employment status, including any employment status change affecting benefit eligibility of the Employee, spouse or Dependent, such as termination or commencement of employment, change in hours, strike or lockout, a commencement or return from an unpaid leave of absence, and a change in work site. If the eligibility for either the cafeteria Plan or any underlying benefit plans of the Employer of the Employee, spouse or Dependent relies on the employment status of that individual, and there is a change in that individual's employment status resulting in gaining or losing eligibility under the Plan, this constitutes a valid change in status. This category only applies if benefit eligibility is lost or gained as a result of the event. If an Employee terminates and is rehired within 30 days, the Employee is required to step back into his previous election. If the Employee terminates and is rehired after 30 days, the Employee may either step back into the previous election or make a new election;
- (4) Dependent satisfies, or ceases to satisfy, Dependent eligibility requirements due to attainment of age, gain or loss of student status, marriage or any similar circumstances; and
- (5) Residence change of Employee, spouse or Dependent, affecting the Employee's eligibility for coverage.

(b) Special Enrollment Rights. If a Participant or his or her spouse or Dependent is entitled to special enrollment rights under a group health plan (other than an excepted benefit), as required by HIPAA under Code Section 9801(f), then a Participant may revoke a prior election for group health plan coverage and make a new election, provided that the election change corresponds with such HIPAA special enrollment right. As required by HIPAA, a special enrollment right will arise in the following circumstances: (i) a Participant or his or her spouse or Dependent declined to enroll in

group health plan coverage because he or she had coverage, and eligibility for such coverage is subsequently lost because the coverage was provided under COBRA and the COBRA coverage was exhausted, or the coverage was non-COBRA coverage and the coverage terminated due to loss of eligibility for coverage or the employer contributions for the coverage were terminated; (ii) a new Dependent is acquired as a result of marriage, birth, adoption, or placement for adoption; (iii) the Participant's or his or her spouse's or Dependent's coverage under a Medicaid plan or under a children's health insurance program (CHIP) is terminated as a result of loss of eligibility for such coverage and the Participant requests coverage under the group health plan not later than 60 days after the date of termination of such coverage; or (iv) the Participant, his or her spouse or Dependent becomes eligible for a state premium assistance subsidy from a Medicaid plan or through a state children's insurance program with respect to coverage under the group health plan and the Participant requests coverage under the group health plan not later than 60 days after the date the Participant, his or her spouse or Dependent is determined to be eligible for such assistance. An election change under (iii) or (iv) of this provision must be requested within 60 days after the termination of Medicaid or state health plan coverage or the determination of eligibility for a state premium assistance subsidy, as applicable. Special enrollment rights under the health insurance plan will be determined by the terms of the health insurance plan.

- (c) Certain Judgments, Decrees or Orders. If a judgment, decree or order resulting from a divorce, legal separation, annulment or change in legal custody (including a qualified medical child support order [QMCSO]) requires accident or health coverage for a Participant's child or for a foster child who is a dependent of the Participant, the Participant may have a mid-year election change to add or drop coverage consistent with the Order.
- (d) Entitlement to Medicare or Medicaid. If a Participant, Participant's spouse or Participant's Dependent who is enrolled in an accident or health plan of the Employer becomes entitled to Medicare or Medicaid (other than coverage consisting solely of benefits under Section 1928 of the Social Security Act providing for pediatric vaccines), the Participant may cancel or reduce health coverage under the Employer's Plan. Loss of Medicare or Medicaid entitlement would allow the Participant to add health coverage under the Employer's Plan.
- (e) Family Medical Leave Act. If an Employee is taking leave under the rules of the Family Medical Leave Act, the Employee may revoke previous elections and re-elect benefits upon return to work.
- (f) COBRA Qualifying Event. If an Employee has a COBRA qualifying event (a reduction in hours of the Employee, or a Dependent ceases eligibility), the Employee may increase his pre-tax contributions for coverage under the Employer's Plan if a COBRA event occurs with respect to the Employee, the Employee's spouse or Dependent. The COBRA rule does not apply to COBRA coverage under another Employer's Plan.
- (g) Changes in Eligibility for Adult Children. To the extent the Employer amends a plan listed in Item F of the Adoption Agreement that provides benefits that are excluded from an Employee's income under Code Section 105 to provide that Adult Children (as defined in Section 2.04(c)) are eligible to receive benefits under the plan, an Eligible Employee may make or change an election under this Plan to add coverage for the Adult Child and to make any corresponding change to the Eligible Employee's coverage that is consistent with adding coverage for the Adult Child.
- (h) Cancellation due to reduction in hours of service. A Participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:

- (i) The Participant has been in an employment status under which the Participant was reasonably expected to average at least 30 hours of service per week and there is a change in that Participant's status so that the Participant will reasonably be expected to average less than 30 hours of service per week after the change, even if that reduction does not result in the Participant ceasing to be eligible under the group health plan; and
 - (ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the cancellation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is cancelled.
- (i) Cancellation due to enrollment in a Qualified Health Plan. A participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:
- (i) The Participant is eligible for a Special Enrollment Period (as defined in Code Section 9801(f)) to enroll in a Qualified Health Plan (as described in section 1311 of the Patient Protection and Affordable Care Act (PPACA)) through a competitive marketplace established under section 1311(c) of PPACA (Marketplace), pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or the Participant seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; and
 - (ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant and any related individuals who cease coverage due to the cancellation in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is cancelled.
- (j) Cancellation due to related individuals' enrollment in a Qualified Health Plan. For elections effective on or after January 1, 2023, a participant may cancel an election of family coverage under a group health plan (as that term is defined in Code Section 9832(a)), except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:
- (i) One or more related individuals are eligible for a Special Enrollment Period (as defined in Code Section 9801(f)) to enroll in a Qualified Health Plan (as described in section 1311 of the Patient Protection and Affordable Care Act (PPACA)) through a competitive marketplace established under section 1311(c) of PPACA (Marketplace), pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or one or more already-covered related individuals seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; and
 - (ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the related individual or related

individuals who cease coverage due to the cancellation in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is cancelled. If the employee does not enroll in a Qualified Health Plan through an Exchange as set forth in Notice 2014-55, the employee must elect self-only coverage (or family coverage including one or more already-covered related individuals) under the group health plan.

Notwithstanding anything to the contrary in this Section 4.02, the change in election rules in this Section 4.02 do not apply to the Medical Expense Reimbursement Plan, or may not be modified with respect to the Medical Expense Reimbursement Plan if the Plan is being administered by a Recordkeeper other than the Employer, unless the Employer and the Recordkeeper otherwise agree in writing.

4.03 OTHER EXCEPTIONS TO IRREVOCABILITY OF ELECTIONS. Other exceptions to the irrevocability of election requirement permit mid-year election changes and apply to all qualified benefits except for Medical Expense Reimbursement Plans, as follows:

- (a) Change in Cost. If the cost of a benefit package option under the Plan significantly increases during the plan year, Participants may (i) make a corresponding increase in their salary reduction amount, (ii) revoke their elections and make a prospective election under another benefit option offering similar coverage, or (iii) revoke election completely if no similar coverage is available, including in spouse or dependent's plan. If the cost significantly decreases, employees may elect coverage even if they had not previously participated and may drop their previous election for a similar coverage option in order to elect the benefit package option that has decreased in cost during the year. If the increased or decreased cost of a benefit package option under the Plan is insignificant, the participant's salary reduction amount shall be automatically adjusted.
- (b) Significant curtailment of coverage.
 - (i) With no loss of coverage. If the coverage under a benefit package option is significantly curtailed or ceases during the Plan Year, affected Participants may revoke their elections for the curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage.
 - (ii) With loss of coverage. If there is a significant curtailment of coverage with loss of coverage, affected Participants may revoke election for curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage, or drop coverage if no similar benefit package option is available.
- (c) Addition or Significant Improvement of Benefit Package Option. If during the Plan Year a new benefit package option is added or significantly improved, eligible employees, whether currently participating or not, may revoke their existing election and elect the newly added or newly improved option.
- (d) Change in Coverage of a Spouse or Dependent Under Another Employer's Plan. If there is a change in coverage of a spouse, former spouse, or Dependent under another employer's plan, a Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of the spouse or Dependent. This rule applies if (1) mandatory changes in coverage are initiated by either the insurer of spouse's plan or by the spouse's employer,

or (2) optional changes are initiated by the spouse's employer or by the spouse through open enrollment.

- (e) Loss of coverage under other group health coverage. If during the Plan Year coverage is lost under any group health coverage sponsored by a governmental or educational institution, a Participant may prospectively change his or her election to add group health coverage for the affected Participant or his or her spouse or dependent.

4.04 CASH BENEFIT: Available amounts not used for the purchase of benefits under this Plan may be considered a cash benefit under the Plan payable to the Participant as taxable income to the extent indicated in Item E of the Adoption Agreement.

4.05 PAYMENT FROM EMPLOYER'S GENERAL ASSETS: Payment of benefits under this Plan shall be made by the Employer from Elective Contributions which shall be held as a part of its general assets.

4.06 EMPLOYER MAY HOLD ELECTIVE CONTRIBUTIONS: Pending payment of benefits in accordance with the terms of this Plan, Elective Contributions may be retained by the Employer in a separate account or, if elected by the Employer and as permitted or required by regulations of the Internal Revenue Service, Department of Labor or other governmental agency, such amounts of Elective Contributions may be held in a trust pending payment.

4.07 MAXIMUM EMPLOYER CONTRIBUTIONS: With respect to each Participant, the maximum amount made available to pay benefits for any Plan Year shall not exceed the Employer's Contribution specified in the Adoption Agreement and as provided in this Plan.

SECTION V

GROUP MEDICAL INSURANCE BENEFIT PLAN

- 5.01 PURPOSE: These benefits provide the group medical insurance benefits to Participants.
- 5.02 ELIGIBILITY: Eligibility will be as required in Items F(1), F(3), and F(4) of the Adoption Agreement.
- 5.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Items F(1), F(3), and F(4) of the Adoption Agreement.
- 5.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.
- 5.05 COBRA: To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA, Participants and Dependents shall be entitled to continued participation in this Group Medical Insurance Benefit Plan by contributing monthly (from their personal assets previously subject to taxation) 102% of the amount of the premium for the desired benefit during the period that such individual is entitled to elect continuation coverage, provided, however, in the event the continuation period is extended to 29 months due to disability, the premium to be paid for continuation coverage for the 11 month extension period shall be 150% of the applicable premium.
- 5.06 SECTION 105 AND 106 PLAN: It is the intention of the Employer that these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 105 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention. It is also the intention of the Employer to comply with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 as outlined in the policies identified in the Adoption Agreement.
- 5.07 CONTRIBUTIONS: Contributions for these benefits will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.
- 5.08 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT: Notwithstanding anything to the contrary herein, the Group Medical Insurance Benefit Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).

SECTION VI

DISABILITY INCOME BENEFIT PLAN

- 6.01 PURPOSE: This benefit provides disability insurance designated to provide income to Participants during periods of absence from employment because of disability.
- 6.02 ELIGIBILITY: Eligibility will be as required in Item F(2) of the Adoption Agreement.
- 6.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(2) of the Adoption Agreement.

- 6.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the Disability Income Benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.
- 6.05 SECTION 104 AND 106 PLAN: It is the intention of the Employer that the premiums paid for these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 104 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.
- 6.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.

SECTION VII

GROUP AND INDIVIDUAL LIFE INSURANCE PLAN

- 7.01 PURPOSE: This benefit provides group life insurance benefits to Participants and may provide certain individual policies as provided for in Item F(5) of the Adoption Agreement.
- 7.02 ELIGIBILITY: Eligibility will be as required in Item F(5) of the Adoption Agreement.
- 7.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(5) of the Adoption Agreement.
- 7.04 TERMS, CONDITIONS, AND LIMITATIONS: The terms, conditions, and limitations of the group life insurance are specifically described in the Policy identified in the Adoption Agreement.
- 7.05 SECTION 79 PLAN: It is the intention of the Employer that the premiums paid for the benefits described in Item F(5) of the Adoption Agreement shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan to the extent provided in Code Section 79, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.
- 7.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement. Any individual policies purchased by the Employer for the Participant will be owned by the Participant.

SECTION VIII

MEDICAL EXPENSE REIMBURSEMENT PLAN

- 8.01 PURPOSE: The Medical Expense Reimbursement Plan is designed to provide for reimbursement of Eligible Medical Expenses (as defined in Section 8.04) that are not reimbursed under an insurance plan, through damages, or from any other source. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Sections 105 and 106, for Participants who elect this benefit and all provisions of this Section VIII shall be construed in a manner consistent with that intention.
- 8.02 ELIGIBILITY: The eligibility provisions are set forth in Item F(7) of the Adoption Agreement.

8.03 TERMS, CONDITIONS, AND LIMITATIONS:

- a. Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Medical Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.
- b. Maximum benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's Elective Contribution allocated to the program during the Plan Year, not to exceed the maximum amount set forth in Item F(7) of the Adoption Agreement.
- c. Claim Procedure. In order to be reimbursed for any medical expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of expense as determined by the Reimbursement Recordkeeper. Forms for reimbursement of Eligible Medical Expenses must be submitted no later than the last day of the third month following the last day of the Plan Year during which the Eligible Medical Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.
- d. Funding. The funding of the Medical Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administrative expenses become due and payable under this Medical Expense Reimbursement Plan.
- e. Forfeiture. Subject to Section 8.06 and 8.07, any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Medical Expenses incurred during the Participant's participation during the Plan Year shall be forfeited and shall remain assets of the Plan. With respect to a Participant who terminates employment with the Employer and who has not elected to continue coverage under this Plan pursuant to COBRA rights referenced under Section 8.03(f) herein, such Participant shall not be entitled to reimbursement for Eligible Medical Expenses incurred after his termination date regardless if such Participant has any amounts of Employer Contributions remaining to his credit. Upon the death of any Participant who has any amounts of Employer Contributions remaining to his credit, a dependent of the Participant may elect to continue to claim reimbursement for Eligible Medical Expenses in the same manner as the Participant could have for the balance of the Plan Year.
- f. COBRA. To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA ("COBRA"), a Participant and a Participant's Dependents shall be entitled to elect continued participation in this Medical Expense Reimbursement Plan only through the end of the plan year in which the qualifying event occurs, by contributing monthly (from their personal assets previously subject to taxation) to the Employer/Administrator, 102% of the amount of desired reimbursement through the end of the Plan Year in which the qualifying event occurs. Specifically, such individuals will be eligible for COBRA continuation coverage only if they

have a positive Medical Expense Reimbursement Account balance on the date of the qualifying event. Participants who have a deficit balance in their Medical Expense Reimbursement Account on the date of their qualifying event shall not be entitled to elect COBRA coverage. In lieu of COBRA, Participants may continue their coverage through the end of the current Plan Year by paying those premiums out of their last paycheck on a pre-tax basis.

- g. Nondiscrimination. Benefits provided under this Medical Expense Reimbursement Plan shall not be provided in a manner that discriminates in favor of Employees or Dependents who are highly compensated individuals, as provided under Section 105(h) of the Code and regulations promulgated thereunder.
- h. Uniform Coverage Rule. Notwithstanding that a Participant has not had withheld and credited to his account all of his contributions elected with respect to a particular Plan Year, the entire aggregate annual amount elected with respect to this Medical Expense Reimbursement Plan (increased by any Carryover to the Plan Year), shall be available at all times during such Plan Year to reimburse the participant for Eligible Medical Expenses with respect to this Medical Expense Reimbursement Plan. To the extent contributions with respect to this Medical Expense Reimbursement Plan are insufficient to pay such Eligible Medical Expenses, it shall be the Employer's obligation to provide adequate funds to cover any short fall for such Eligible Medical Expenses for a Participant; provided subsequent contributions with respect to this Medical Expense Reimbursement Plan by the Participant shall be available to reimburse the Employer for funds advanced to cover a previous short fall.
- i. Uniformed Services Employment and Reemployment Rights Act. Notwithstanding anything to the contrary herein, this Medical Expense Reimbursement Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).
- j. Proration of Limit. In the event that the Employer has purchased a uniform coverage risk policy from the Recordkeeper, then the Maximum Coverage amount specified in Section F.7 of the Adoption Agreement shall be pro rated with respect to (i) an Employee who becomes a Participant and enters the Plan during the Plan Year, and (ii) short plan years initiated by the Employer. Such Maximum Coverage amount will be pro rated by dividing the annual Maximum Coverage amount by 12, and multiplying the quotient by the number of remaining months in the Plan Year for the new Participant or the number of months in the short Plan Year, as applicable.
- k. Continuation Coverage for Certain Dependent Children. In the event that benefits under the Medical Expense Reimbursement Plan does not qualify for the exception from the portability rules of HIPAA, then, effective for Plan Years beginning on or after October 9, 2009, notwithstanding the foregoing provisions, coverage for a Dependent child who is enrolled in the Medical Expense Reimbursement Plan as a student at a post-secondary educational institution will not terminate due to a medically necessary leave of absence before a date that is the earlier of:
- the date that is one year after the first day of the medically necessary leave of absence; or
 - the date on which such coverage would otherwise terminate under the terms of the Plan.

For purposes of this paragraph, "medically necessary leave of absence" means a leave of absence of the child from a post-secondary educational institution, or any other change in enrollment of the child at the institution, that: (i) commences while the child is suffering from a

serious illness or injury; (ii) is medically necessary; and (iii) causes the child to lose student status for purposes of coverage under the terms of the Plan. A written certification must be provided by a treating physician of the dependent child to the Plan in order for the continuation coverage requirement to apply. The physician's certification must state that the child is suffering from a serious illness or injury and that the leave of absence (or other change in enrollment) is medically necessary.

8.04 ELIGIBLE MEDICAL EXPENSES:

- a. Eligible Medical Expense in General. The phrase 'Eligible Medical Expense' means any expense incurred by a Participant or any of his Dependents (subject to the restrictions in Sections 8.04(b) and (c)) during a Plan Year that (i) qualifies as an expense incurred by the Participant or Dependents for medical care as defined in Code Section 213(d) and meets the requirements outlined in Code Section 125, (ii) is excluded from gross income of the Participant under Code Section 105(b), and (iii) has not been and will not be paid or reimbursed by any other insurance plan, through damages, or from any other source. Notwithstanding the above, capital expenditures are not Eligible Medical Expenses under this Plan.
- b. Expenses Incurred After Commencement of Participation. Only medical care expenses incurred by a Participant or the Participant's Dependent(s) on or after the date such Participant commenced participation in the Medical Expense Reimbursement Plan shall constitute an Eligible Medical Expense.
- c. Eligible Expenses Incurred by Dependents. For purposes of this Section, Eligible Medical Expenses incurred by Dependents defined in Section 2.04(c) are eligible for reimbursement if incurred after March 30, 2010; Eligible Medical Expenses incurred by Dependents defined in Sections 2.04(a) and (b) are eligible for reimbursement if incurred either before or after March 30, 2010 (subject to the restrictions of Section 8.04(b)).
- d. Health Savings Accounts. If the Employer has elected in Item F.8 of the Adoption Agreement to allow Eligible Employees to contribute to Health Savings Accounts under the Plan, then for a Participant who is eligible for and elects to contribute to a Health Savings Accounts, Eligible Medical Expenses shall be limited as set forth in Item F.8 of the Adoption Agreement.

8.05 USE OF DEBIT CARD: In the event that the Employer elects to allow the use of debit cards ("Debit Cards") for reimbursement of Eligible Medical Expenses under the Medical Expense Reimbursement Plan, the provisions described in this Section shall apply.

- a. Substantiation. The following procedures shall be applied for purposes of substantiating claimed Eligible Medical Expenses after the use of a Debit Card to pay the claimed Eligible Medical Expense:
 - (i) If the dollar amount of the transaction at a health care provider equals the dollar amount of the co-payment for that service under the Employer's major medical plan of the specific employee-cardholder, the charge is fully substantiated without the need for submission of a receipt or further review.
 - (ii) If the merchant, service provider, or other independent third-party (e.g., pharmacy benefit manager), at the time and point of sale, provides information to

verify to the Recordkeeper (including electronically by e-mail, the internet, intranet, or telephone) that the charge is for a medical expense, the charge is fully substantiated without the need for submission of a receipt or further review.

- b. Status of Charges. All charges to a Debit Card, other than co-payments and real-time substantiation as described in Subsection (a) above, are treated as conditional pending confirmation of the charge, and additional third-party information, such as merchant or service provider receipts, describing the service or product, the date of the service or sale, and the amount, must be submitted for review and substantiation.
- c. Correction Procedures for Improper Payments. In the event that a claim has been reimbursed and is subsequently identified as not qualifying for reimbursement, one or all of the following procedures shall apply:
- (i) First, upon the Recordkeeper's identification of the improper payment, the Eligible Employee will be required to pay back to the Plan an amount equal to the improper payment.
 - (ii) Second, where the Eligible Employee does not pay back to the Plan the amount of the improper payment, the Employer will have the amount of the improper payment withheld from the Eligible Employee's wages or other compensation to the extent consistent with applicable law.
 - (iii) Third, if the improper payment still remains outstanding, the Plan may utilize a claim substitution or offset approach to resolve improper claims payments.
 - (iv) If the above correction efforts prove unsuccessful, or are otherwise unavailable, the Eligible Employee will remain indebted to the Employer for the amount of the improper payment. In that event and consistent with its business practices, the Employer may treat the payment as it would any other business indebtedness.
 - (v) In addition to the above, the Employer and the Plan may take other actions they may deem necessary, in their sole discretion, to ensure that further violations of the terms of the Debit Card do not occur, including, but not limited to, denial of access to the Debit Card until the indebtedness is repaid by the Eligible Employee.
- d. Intent to Comply with Rev. Rul. 2003-43. It is the Employer's intent that any use of Debit Cards to pay Eligible Medical Expenses shall comply with the guidelines for use of such cards set forth in Rev. Rul. 2003-43, and this Section 8.05 shall be construed and interpreted in a manner necessary to comply with such guidelines.

8.06 GRACE PERIOD: If the Employer elects in Section F.7 of the Adoption Agreement to permit a Grace Period with respect to the Medical Reimbursement Plan, the provisions of this Section 8.06 shall apply. Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2005-42, a Participant who has unused contributions relating to the Medical Reimbursement Plan from the immediately preceding Plan Year, and who incurs Eligible Medical Expenses for such qualified benefit during the Grace Period, may be paid or reimbursed for those Eligible Medical Expenses from the unused contributions as if the expenses had been incurred in the immediately preceding Plan Year. For purposes of this Section, 'Grace Period' shall mean the period extending to the 15th day of the third calendar month after the end of the immediately preceding Plan Year to which it relates. Eligible

Medical Expenses incurred during the Grace Period shall be reimbursed first from unused contributions allocated to the Medical Reimbursement Plan for the prior Plan Year, and then from unused contributions for the current Plan Year, if participant is enrolled in current Plan Year.

- 8.07 CARRYOVER: If the Employer elects in Section F.7 of the Adoption Agreement to permit a Carryover with respect to the Medical Reimbursement Plan, the provisions of this Section 8.07 shall apply. Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2013-71, the Carryover for a Participant who has an amount remaining unused as of the end of the run-off period for the Plan Year, may be used to pay or reimburse Eligible Medical Expenses during the following entire Plan Year. The Carryover does not count against or otherwise affect the Maximum benefit set forth in Section 8.03 (b). Eligible Medical Expenses incurred during a Plan Year shall be reimbursed first from unused contributions for the current Plan Year, and then from any Carryover carried over from the preceding Plan Year. Any unused amounts from the prior Plan Year that are used to reimburse a current Plan Year expense (a) reduce the amounts available to pay prior Plan Year expenses during the run-off period, (b) must be counted against any Carryover amount from the prior Plan Year, and (c) cannot exceed the maximum Carryover from the prior Plan Year. If the Employer elects to apply Section 8.06 in Section F.7 of the Adoption Agreement, this Section 8.07 shall not apply.
- 8.08 QUALIFIED RESERVIST DISTRIBUTIONS: Notwithstanding anything in the Plan to the contrary, an individual who, by reason of being a member of a reserve component (as defined in 37 U.S.C. § 101), is ordered or called to active duty for a period in excess of 179 days or for an indefinite period may elect to receive a distribution of all or a portion of the unused Elective Contributions in his or her Account relating to the Medical Expense Reimbursement Plan if the distribution is made during the period beginning on the date of such order or call and ending on the last date that reimbursements could otherwise be made under the Plan for the Plan Year that includes the date of such order or call. If the distribution is for the entire amount of unused Elective Contributions available in the Medical Expense Reimbursement Plan, then no additional reimbursement requests will be processed for the remainder of the Plan Year.

SECTION IX

DEPENDENT CARE REIMBURSEMENT PLAN

- 9.01 PURPOSE: The Dependent Care Reimbursement Plan is designed to provide for reimbursement of certain employment-related dependent care expenses of the Participant. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Section 129, for Participants who elect this benefit, and all provisions of this Section IX shall be construed in a manner consistent with that intention.
- 9.02 ELIGIBILITY: The eligibility provisions are set forth in Item F(6) of the Adoption Agreement.
- 9.03 TERMS, CONDITIONS, AND LIMITATIONS:
- a. Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Dependent Care Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.

- b. Maximum Benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's allocation to the program during the Plan Year not to exceed the maximum amount set forth in Item F(6) of the adoption agreement.

For purpose of this Section IX, the phrase "earned income" shall mean wages, salaries, tips and other employee compensation, but only if such amounts are includible in gross income for the taxable year. A Participant's spouse who is physically or mentally incapable of self-care as described in Section 9.04(a)(ii) or a spouse who is a full-time student within the meaning of Code Section 21(e)(7) shall be deemed to have earned income for each month in which such spouse is so disabled (or a full-time student). The amount of such deemed earned income shall be \$250 per month in the case of one Dependent and \$500 per month in the case of two or more Dependents.

- c. Claim Procedure. In order to be reimbursed for any dependent care expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense from an independent third party acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of the expense as determined by the Reimbursement Recordkeeper. Claims for reimbursement of Eligible Dependent Care Expenses must be submitted no later than the last day of the third month following the last day of the Plan Year during which the Eligible Dependent Care Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of the incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.
- d. Funding. The funding of the Dependent Care Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administration expenses become due and payable under this Dependent Care Expense Reimbursement Plan.
- e. Forfeiture. Any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Dependent Care Expenses incurred during the Plan Year shall be forfeited and remain assets of the Plan.
- f. Nondiscrimination. Benefits provided under this Dependent Care Reimbursement Plan shall not be provided in a manner that discriminates in favor of Highly Compensated Employees (as defined in Code Section 414(q)) or their dependents, as provided in Code Section 129. In addition, no more than 25 percent of the aggregate Eligible Dependent Care Expenses shall be reimbursed during a Plan Year to five percent owners, as provided in Code Section 129.

9.04 DEFINITIONS:

- a. "Dependent" (for purposes of this Section IX) means any individual who is:
- (i) a Participant's qualifying child (as defined in Code Section 152 (c)) who has not attained the age of 13; or

(ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively) or the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the taxpayer for more than half of the taxable year. For purposes of this Dependent Care Reimbursement Plan, an individual shall be considered physically or mentally incapable of self-care if, as a result of a physical or mental defect, the individual is incapable of caring for his or her hygienic or nutritional needs, or requires full-time attention of another person for his or her own safety or the safety of others.

b. "Dependent Care Center" (for purposes of this Section IX) shall be a facility which:

- (i) provides care for more than six individuals (other than individuals who reside at the facility);
- (ii) receives a fee, payment, or grant for providing services for any of the individuals (regardless of whether such facility is operated for profit); and
- (iii) satisfies all applicable laws and regulations of a state or unit of local government.

c. "Eligible Dependent Care Expenses" (for purposes of this Section IX) shall mean expenses incurred by a Participant which are:

- (i) incurred for the care of a Dependent of the Participant or for related household services;
- (ii) paid or payable to a Dependent Care Service Provider; and
- (iii) incurred to enable the Participant to be gainfully employed for any period for which there are one or more Dependents with respect to the Participant.

"Eligible Dependent Care Expenses" shall not include expenses incurred for services outside the Participant's household for the care of a Dependent unless such Dependent is (i) a qualifying child (as defined in Code Section 152 (c)) under the age of 13, or (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively)), who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year, or (iii) the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year. Eligible Dependent Care Expenses shall be deemed to be incurred at the time the services to which the expenses relate are rendered.

d. "Dependent Care Service Provider" (for purposes of this Section IX) means:

- (i) a Dependent Care Center, or
- (ii) a person who provides care or other services described in Section 9.04(b) and who is not a related individual described in Section 129(c) of the Code.

SECTION X

HEALTH SAVINGS ACCOUNTS

10.01 PURPOSE: If elected by the Employer in Section F.8 of the Adoption Agreement, the Plan will permit pre-tax contributions to the Health Savings Account, and the provisions of this Article X shall apply.

10.02 BENEFITS: A Participant can elect benefits under the Health Savings Accounts portion of this Plan by electing to pay his or her Health Savings Account contributions on a pre-tax salary reduction basis. In

addition, the Employer may make contributions to the Health Savings Account for the benefit of the Participant.

10.03 TERMS, CONDITIONS AND LIMITATION:

- a. Maximum Benefit. The maximum annual contributions that may be made to a Participant's Health Savings Account under this Plan is set forth in Section F.8 of the Adoption Agreement.
- b. Mid-Year Election Changes. Notwithstanding any to the contrary herein, a Participant election with respect to contributions for the Health Savings Account shall be revocable during the duration of the Plan Year to which the election relates. Consequently, a Participant may change his or her election with respect to contributions for the Health Savings Account at any time.

10.04 RESTRICTIONS ON MEDICAL REIMBURSEMENT PLAN: If the Employer has elected in Section F.8 of the Adoption Agreement both Health Savings Accounts under this Plan and the Medical Expense Reimbursement Plan, then the Eligible Medical Expenses that may be reimbursed under the Medical Reimbursement Plan for Participants who are eligible for and elect to participate in Health Savings Accounts shall be limited as set forth in Section F.8 of the Adoption Agreement.

10.05 NO ESTABLISHMENT OF ERISA PLAN: It is the intent of the Employer that the establishment of Health Savings Accounts are completely voluntary on the part of Participants, and that, in accordance with Department of Labor Field Assistance Bulletin 2004-1, the Health Savings Accounts are not "employee welfare benefit plans" for purposes of Title I of ERISA.

SECTION XI

AMENDMENT AND TERMINATION

11.01 AMENDMENT: The Employer shall have the right at any time, and from time to time, to amend, in whole or in part, any or all of the provisions of this Plan, provided that no such amendment shall change the terms and conditions of payment of any benefits to which Participants and covered dependents otherwise have become entitled to under the provisions of the Plan, unless such amendment is made to comply with federal or local laws or regulations. The Employer also shall have the right to make any amendment retroactively which is necessary to bring the Plan into conformity with the Code. In addition, the Employer may amend any provisions or any supplements to the Plan and may merge or combine supplements or add additional supplements to the Plan, or separate existing supplements into an additional number of supplements.

11.02 TERMINATION: The Employer shall have the right at any time to terminate this Plan, provided that such termination shall not eliminate any obligations of the Employer which therefore have arisen under the Plan.

SECTION XII

ADMINISTRATION

12.01 NAMED FIDUCIARIES: The Administrator shall be the fiduciary of the Plan.

- 12.02 APPOINTMENT OF RECORDKEEPER: The Employer may appoint a Reimbursement Recordkeeper which shall have the power and responsibility of performing recordkeeping and other ministerial duties arising under the Medical Expense Reimbursement Plan and the Dependent Care Reimbursement Plan provisions of this Plan. The Reimbursement Recordkeeper shall serve at the pleasure of, and may be removed by, the Employer without cause. The Recordkeeper shall receive reasonable compensation for its services as shall be agreed upon from time to time between the Administrator and the Recordkeeper.
- 12.03 POWERS AND RESPONSIBILITIES OF ADMINISTRATOR:
- a. General. The Administrator shall be vested with all powers and authority necessary in order to amend and administer the Plan, and is authorized to make such rules and regulations as it may deem necessary to carry out the provisions of the Plan. The Administrator shall determine any questions arising in the administration (including all questions of eligibility and determination of amount, time and manner of payments of benefits), construction, interpretation and application of the Plan, and the decision of the Administrator shall be final and binding on all persons.
 - b. Recordkeeping. The Administrator shall keep full and complete records of the administration of the Plan. The Administrator shall prepare such reports and such information concerning the Plan and the administration thereof by the Administrator as may be required under the Code or ERISA and the regulations promulgated thereunder.
 - c. Inspection of Records. The Administrator shall, during normal business hours, make available to each Participant for examination by the Participant at the principal office of the Administrator a copy of the Plan and such records of the Administrator as may pertain to such Participant. No Participant shall have the right to inquire as to or inspect the accounts or records with respect to other Participants.
- 12.04 COMPENSATION AND EXPENSES OF ADMINISTRATOR: The Administrator shall serve without compensation for services as such. All expenses of the Administrator shall be paid by the Employer. Such expenses shall include any expense incident to the functioning of the Plan, including, but not limited to, attorneys' fees, accounting and clerical charges, actuary fees and other costs of administering the Plan.
- 12.05 LIABILITY OF ADMINISTRATOR: Except as prohibited by law, the Administrator shall not be liable personally for any loss or damage or depreciation which may result in connection with the exercise of duties or of discretion hereunder or upon any other act or omission hereunder except when due to willful misconduct. In the event the Administrator is not covered by fiduciary liability insurance or similar insurance arrangements, the Employer shall indemnify and hold harmless the Administrator from any and all claims, losses, damages, expenses (including reasonable counsel fees approved by the Administrator) and liability (including any reasonable amounts paid in settlement with the Employer's approval) arising from any act or omission of the Administrator, except when the same is determined to be due to the willful misconduct of the Administrator by a court of competent jurisdiction.
- 12.06 DELEGATIONS OF RESPONSIBILITY: The Administrator shall have the authority to delegate, from time to time, all or any part of its responsibilities under the Plan to such person or persons as it may deem advisable and in the same manner to revoke any such delegation of responsibilities which shall have the same force and effect for all purposes hereunder as if such action had been taken by the Administrator. The Administrator shall not be liable for any acts or omissions of any such delegate. The delegate shall report periodically to the Administrator concerning the discharge of the delegated responsibilities.

- 12.07 RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION: The Administrator may release or obtain any information necessary for the application, implementation and determination of this Plan or other Plans without consent or notice to any person. This information may be released to or obtained from any insurance company, organization, or person subject to applicable law. Any individual claiming benefits under this Plan shall furnish to the Administrator such information as may be necessary to implement this provision.
- 12.08 CLAIM FOR BENEFITS: To obtain payment of any benefits under the Plan a Participant must comply with the rules and procedures of the particular benefit program elected pursuant to this Plan under which the Participant claims a benefit.
- 12.09 GENERAL CLAIMS REVIEW PROCEDURE: This provision shall apply only to the extent that a claim for benefits is not governed by a similar provision of a benefit program available under this Plan or is not governed by Section 12.10.

- a. Initial Claim for Benefits. Each Participant may submit a claim for benefits to the Administrator as provided in Section 12.08. A Participant shall have no right to seek review of a denial of benefits, or to bring any action in any court to enforce a claim for benefits prior to his filing a claim for benefits and exhausting his rights to review under this section.

When a claim for benefits has been filed properly, such claim for benefits shall be evaluated and the claimant shall be notified of the approval or the denial within (90) days after the receipt of such claim unless special circumstances require an extension of time for processing the claim. If such an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial ninety (90) day period which shall specify the special circumstances requiring an extension and the date by which a final decision will be reached (which date shall not be later than one hundred and eighty (180) days after the date on which the claim was filed.) A claimant shall be given a written notice in which the claimant shall be advised as to whether the claim is granted or denied, in whole or in part. If a claim is denied, in whole or in part, the claimant shall be given written notice which shall contain (a) the specific reasons for the denial, (b) references to pertinent plan provisions upon which the denial is based, (c) a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary, and (d) the claimant's rights to seek review of the denial.

- b. Review of Claim Denial. If a claim is denied, in whole or in part, the claimant shall have the right to request that the Administrator review the denial, provided that the claimant files a written request for review with the Administrator within sixty (60) days after the date on which the claimant received written notification of the denial. A claimant (or his duly authorized representative) may review pertinent documents and submit issues and comments in writing to the Administrator. Within sixty (60) days after a request is received, the review shall be made and the claimant shall be advised in writing of the decision on review, unless special circumstances require an extension of time for processing the review, in which case the claimant shall be given a written notification within such initial sixty (60) day period specifying the reasons for the extension and when such review shall be completed (provided that such review shall be completed within one hundred and twenty (120) days after the date on which the request for review was filed.) The decision on review shall be forwarded to the claimant in writing and shall include specific reasons for the decision and references to plan provisions upon which the decision is based. A decision on review shall be final and binding on all persons.

- c. Exhaustion of Remedies. If a claimant fails to file a request for review in accordance with the procedures herein outlined, such claimant shall have no rights to review and shall have no right to bring action in any court and the denial of the claim shall become final and binding on all persons for all purposes.

12.10 SPECIAL CLAIMS REVIEW PROCEDURE: The provisions of this Section 12.10 shall be applicable to claims under the Medical Expense Reimbursement Plan and the Group Medical Insurance Plan, effective on the first day of the first Plan Year beginning on or after July 1, 2002, but in no event later than January 1, 2003, provided such plans are subject to ERISA.

- a. Benefit Denials: The Administrator is responsible for evaluating all claims for reimbursement under the Medical Expense Reimbursement Plan and the Group Medical Insurance Plan.

The Administrator will decide a Participant's claim within a reasonable time not longer than 30 days after it is received. This time period may be extended for an additional 15 days for matters beyond the control of the Administrator, including in cases where a claim is incomplete. The Participant will receive written notice of any extension, including the reasons for the extension and information on the date by which a decision by the Administrator is expected to be made. The Participant will be given 45 days in which to complete an incomplete claim. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the claim.

If the Administrator denies the claim, in whole or in part, the Participant will be furnished with a written notice of adverse benefit determination setting forth:

1. the specific reason or reasons for the denial;
2. reference to the specific Plan provision on which the denial is issued;
3. a description of any additional material or information necessary for the Participant to complete his claim and an explanation of why such material or information is necessary, and
4. appropriate information as to the steps to be taken if the Participant wishes to appeal the Administrator's determination, including the participant's right to submit written comments and have them considered, his right to review (on request and at no charge) relevant documents and other information, and his right to file suit under ERISA with respect to any adverse determination after appeal of his claim.

- b. Appealing Denied Claims: If the Participant's claim is denied in whole or in part, he may appeal to the Administrator for a review of the denied claim. The appeal must be made in writing within 180 days of the Administrator's initial notice of adverse benefit determination, or else the participant will lose the right to appeal the denial. If the Participant does not appeal on time, he will also lose his right to file suit in court, as he will have failed to exhaust his internal administrative appeal rights, which is generally a prerequisite to bringing suit.

A Participant's written appeal should state the reasons that he feels his claim should not have been denied. It should include any additional facts and/or documents that the Participant feels support his claim. The Participant may also ask additional questions and make written comments, and may review (on request and at no charge) documents and other information

relevant to his appeal. The Administrator will review all written comment the Participant submits with his appeal.

- c. Review of Appeal: The Administrator will review and decide the Participant's appeal within a reasonable time not longer than 60 days after it is submitted and will notify the Participant of its decision in writing. The individual who decides the appeal will not be the same individual who decided the initial claim denial and will not be that individual's subordinate. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the appeal, except that any medical expert consulted in connection with the appeal will be different from any expert consulted in connection with the initial claim. (The identity of a medical expert consulted in connection with the Participant's appeal will be provided.) If the decision on appeal affirms the initial denial of the Participant's claim, the Participant will be furnished with a notice of adverse benefit determination on review setting forth:

1. The specific reason(s) for the denial,
2. The specific Plan provision(s) on which the decision is based,
3. A statement of the Participant's right to review (on request and at no charge) relevant documents and other information,
4. If the Administrator relied on an "internal rule, guideline, protocol, or other similar criterion" in making the decision, a description of the specific rule, guideline, protocol, or other similar criterion or a statement that such a rule, guideline, protocol, or other similar criterion was relied on and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the Participant upon request," and
5. A statement of the Participant's right to bring suit under ERISA § 502(a).

12.11 PAYMENT TO REPRESENTATIVE: In the event that a guardian, conservator or other legal representative has been duly appointed for a Participant entitled to any payment under the Plan, any such payment due may be made to the legal representative making claim therefor, and such payment so made shall be in complete discharge of the liabilities of the Plan therefor and the obligations of the Administrator and the Employer.

12.12 PROTECTED HEALTH INFORMATION. The provisions of this Section will apply only to those portions of the Plan that are considered a group health plan for purposes of 45 CFR Parts 160 and 164. The Plan may disclose PHI to employees of the Employer, or to other persons, only to the extent such disclosure is required or permitted pursuant to 45 CFR Parts 160 and 164. The Plan has implemented administrative, physical, and technical safeguards to reasonably and appropriately protect, and restrict access to and use of, electronic PHI, in accordance with Subpart C of 45 CFR Part 164. The applicable claims procedures under the Plan shall be used to resolve any issues of non-compliance by such individuals. The Employer will:

- not use or disclose PHI other than as permitted or required by the plan documents and permitted or required by law;
- reasonably and appropriately safeguard electronic PHI created, received, maintained, or transmitted to or by the it on behalf of the Plan, in accordance with Subpart C of 45 CFR Part 164;

- implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Plan;
- ensure that any agents including a subcontractors to whom it provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Employer with respect to such information;
- not use or disclose PHI for employment-related actions and decisions or in connection with any other employee benefit plan of the Employer;
- report to the Plan any use or disclosure of the information that is inconsistent with the permitted uses or disclosures provided for of which it becomes aware;
- make available PHI in accordance with 45 CFR Section 164.524;
- make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR Section 164.526;
- make available the information required to provide an accounting of disclosures in accordance with 45 CFR Section 164.528;
- make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services or his designee upon request for purposes of determining compliance with 45 CFR Section 164.504(f);
- if feasible, return or destroy all PHI received from the Plan that the Employer still maintains in any form and retain no copies of such information when no longer needed for the purposes for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and,
- ensure that the adequate separation required in paragraph (f)(2)(iii) of 45 CFR Section 164.504 is established.

For purposes of this Section, “PHI” is “Protected Health Information” as defined in 45 CFR Section 160.103, which means individually identifiable health information, except as provided in paragraph (2) of the definition of “Protected Health Information” in 45 CFR Section 160.103, that is transmitted by electronic media; maintained in electronic media; or transmitted or maintained in any other form or medium by a covered entity, as defined in 45 CFR Section 164.104.

SECTION XIII

MISCELLANEOUS PROVISIONS

- 13.01 **INABILITY TO LOCATE PAYEE:** If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited following a reasonable time after the date any such payment first became due.
- 13.02 **FORMS AND PROOFS:** Each Participant or Participant's Beneficiary eligible to receive any benefit hereunder shall complete such forms and furnish such proofs, receipts, and releases as shall be required by the Administrator.
- 13.03 **NO GUARANTEE OF TAX CONSEQUENCES:** Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant or a Dependent

under the Plan will be excludable from the Participant's or Dependent's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant or Dependent.

- 13.04 PLAN NOT CONTRACT OF EMPLOYMENT: The Plan will not be deemed to constitute a contract of employment between the Employer and any Participant nor will the Plan be considered an inducement for the employment of any Participant or employee. Nothing contained in the Plan will be deemed to give any Participant or employee the right to be retained in the service of the Employer nor to interfere with the right of the Employer to discharge any Participant or employee at any time regardless of the effect such discharge may have upon that individual as a Participant in the Plan.
- 13.05 NON-ASSIGNABILITY: No benefit under the Plan shall be liable for any debt, liability, contract, engagement or tort of any Participant or his Beneficiary, nor be subject to charge, anticipation, sale, assignment, transfer, encumbrance, pledge, attachment, garnishment, execution or other voluntary or involuntary alienation or other legal or equitable process, nor transferability by operation of law.
- 13.06 SEVERABILITY: If any provision of the Plan will be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof will continue to be fully effective.
- 13.07 CONSTRUCTION:
- a. Words used herein in the masculine or feminine gender shall be construed as the feminine or masculine gender, respectively where appropriate.
 - b. Words used herein in the singular or plural shall be construed as the plural or singular, respectively, where appropriate.
- 13.08 NONDISCRIMINATION: In accordance with Code Section 125(b)(1), (2), and (3), this Plan is intended not to discriminate in favor of Highly Compensated Participants (as defined in Code Section 125(e)(1)) as to contributions and benefits nor to provide more than 25% of all qualified benefits to Key Employees. If, in the judgment of the Administrator, more than 25% of the total nontaxable benefits are provided to Key Employees, or the Plan discriminates in any other manner (or is at risk of possible discrimination), then, notwithstanding any other provision contained herein to the contrary, and, in accordance with the applicable provisions of the Code, the Administrator shall, after written notification to affected Participants, reduce or adjust such contributions and benefits under the Plan as shall be necessary to insure that, in the judgment of the Administrator, the Plan shall not be discriminatory.
- 13.09 ERISA. The Plan shall be construed, enforced, and administered and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974 (as amended), the Internal Revenue Code of 1986 (as amended), and the laws of the State indicated in the Adoption Agreement. Notwithstanding anything to the contrary herein, the provisions of ERISA will not apply to this Plan if the Plan is exempt from coverage under ERISA. Should any provisions be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only will be deemed not to include the provision determined to be void.

SECTION XIV

TEMPORARY COVID RELIEF AMENDMENT

- 14.01 **PURPOSE:** In accordance with changes permitted under The Coronavirus Aid, Relief, and Economic Security Act, 2020, IRS Notice 2020-29, The Consolidated Appropriations Act, 2021, and IRS Notice 2021-15, Employer selected modifications to Plan language and procedures consistent with the following Plan options, as applicable. Notwithstanding any provision of the Plan to the contrary, as elected by the Employer in Item F of the Adoption Agreement, the Plan is hereby amended to adopt the following:
- a. **Extended Claims Period:** For unused amounts remaining in a Medical Expense Reimbursement Plan or a Dependent Care Reimbursement Plan under the Section 125 Plan as of the end of a grace period or plan year ending in 2020, the Participants may apply those unused amounts to pay or reimburse medical care expenses or dependent care expenses, respectively, incurred through December 31, 2020.
 - b. **Mid-Year Election Changes:** Each Participant who is eligible to make salary reduction contributions under the Plan may make prospective election changes (including an initial election) during calendar year 2020 regarding Group Medical Insurance, a Medical Expense Reimbursement Plan, or a Dependent Care Reimbursement Plan, regardless of whether the basis for the election change satisfies the criteria set forth in regular election change rules.
 - c. **Mid-Year Election Changes for Medical Expense Reimbursement Plan:** For plan years ending in 2021, Participants may modify their Medical Expense Reimbursement Plan elections on a prospective basis at any time during the year. No qualifying event is required.
 - d. **Mid-Year Election Changes for Dependent Care Reimbursement Plan:** For plan years ending in 2021, Participants may modify their Dependent Care Reimbursement Plan elections on a prospective basis at any time during the year. No qualifying event is required.
 - e. **Extended Grace Period:** For plan years ending in 2020 and/or 2021, the grace period for Medical Expense Reimbursement Plan and/or Dependent Care Reimbursement Plan is extended to 12 months.
 - f. **Unlimited Carryover for Medical Expense Reimbursement Plan:** All unused funds in the Medical Expense Reimbursement Plan may be carried over to 2021 (from plan year 2020) and/or 2022 (from plan year 2021). There is no carryover maximum.
 - g. **Dependent Care Reimbursement Plan Age Increase:** For Participants enrolled in the Dependent Care Reimbursement Plan for the 2020 Plan Year, the maximum age for children is extended from age 12 to age 13 when paying or reimbursing dependent care expenses incurred during the 2020 Plan Year. Additionally, amounts remaining at the end of the run-out period for the 2020 Plan Year shall be available to pay or reimburse otherwise-eligible dependent care expenses incurred during the 2021 Plan Year for a child who attained age 13 during the 2020 Plan Year (until the child turns age 14) or for another child who turns age 13 during the 2021 Plan Year.
 - h. **Reimbursement for Non-Active Participants:** Participants who cease participation in a Medical Expense Reimbursement Plan during 2020 or 2021 (for example, due to termination of employment) may continue to receive reimbursements from unused balances through the end of the plan year in which such participation ceased (including any grace period).
 - i. **Dependent Care Reimbursement Plan Maximum Increase:** For the 2021 calendar year only, Dependent Care Reimbursement Plan maximums may be increased to \$10,500 per family (\$5,250 for married individuals filing a joint return).

**SAMPLE PLAN DOCUMENT
SECTION 125
FLEXIBLE BENEFIT PLAN**

The attached plan document and adoption agreement are being provided for illustrative purposes only. Because of differences in facts, circumstances, and the laws of the various states, interested parties should consult their own attorneys. This document is intended as a guide only, for use by local counsel.

TISDAL & O'HARA
814 FRISCO AVENUE
P.O. BOX 1387
CLINTON, OKLAHOMA 73601

PHONE: (580) 323-3964
FAX: (580) 323-3674

Pittsburg County
c/o Michelle Fields, Assessor
115 East Carl Albert Pkwy - Rm 101
McAlester OK 74501

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03/31/2023
Account No: 519

Summary Statement

Previous Balance	Fees	Expenses	Advances	Payments	Balance
Hiland Partners 30.00	700.00	0.00	0.00	-30.00	\$700.00
Scissortail Energy 0.00	600.00	0.00	0.00	0.00	\$600.00
<u>30.00</u>	<u>1,300.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-30.00</u>	<u>\$1,300.00</u>

PLEASE REMIT PAYMENT TO: P.O. BOX 1387, CLINTON, OKLAHOMA 73601

TO ENSURE PROPER CREDIT, PLEASE REFERENCE YOUR ACCOUNT
NUMBER WITH PAYMENT

PLEASE MAKE CHECKS PAYABLE TO "TISDAL & O'HARA, PLLC"

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 03/31/2023

Account No: 519-05
 Statement No: 25138

Hiland Partners

PRIVILEGED AND CONFIDENTIAL

Previous Balance \$30.00

Fees

		Hours	
03/08/2023	[REDACTED]	0.30	
JH	[REDACTED]		
03/27/2023	[REDACTED]	0.20	
JH	[REDACTED]		
03/30/2023	[REDACTED]	2.00	
JH	[REDACTED]		
03/31/2023	[REDACTED]	0.50	
SH	[REDACTED]		
	For Current Services Rendered	3.00	700.00

Recapitulation

<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Jason Hartwig	2.50	\$250.00	\$625.00
Stacy Hill	0.50	150.00	75.00

Pittsburg County

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Account No: 519-05
Statement No: 25138

Hiland Partners

Total Current Work 700.00

Payments

04/04/2023 Fee Payment - Warrant #3145 -30.00

Balance Due \$700.00

PLEASE REMIT PAYMENT TO: P.O. BOX 1387, CLINTON, OKLAHOMA 73601

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 03/31/2023
 Account No: 519-06
 Statement No: 25139

Scissortail Energy

PRIVILEGED AND CONFIDENTIAL

Fees

		Hours	
03/08/2023	[REDACTED]		
JH	[REDACTED]	0.30	
03/27/2023	[REDACTED]		
JH	[REDACTED]	0.20	
03/31/2023	[REDACTED]		
JH	[REDACTED]	1.60	
SH	[REDACTED]	0.50	
	For Current Services Rendered	2.60	600.00

Recapitulation

<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Jason Hartwig	2.10	\$250.00	\$525.00
Stacy Hill	0.50	150.00	75.00

Total Current Work 600.00

Pittsburg County

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03/31/2023

Account No: 519-06
Statement No: 25139

Scissortail Energy

Balance Due

\$600.00

PLEASE REMIT PAYMENT TO: P.O. BOX 1387, CLINTON, OKLAHOMA 73601

**TO ENSURE PROPER CREDIT, PLEASE REFERENCE YOUR ACCOUNT
NUMBER WITH PAYMENT**

PLEASE MAKE CHECKS PAYABLE TO "TISDAL & O'HARA, PLLC"