



NOTICE AND AGENDA OF REGULAR MEETING

Pursuant to the Oklahoma Open Meeting Act (25 O.S. Sec. 301, et seq.), notice is hereby given that the Board of County Commissioners, Pittsburg County, will hold a regular meeting as follows

FILED

DATE: May 15, 2023

TIME: 9:00 A.M.

PLACE: COUNTY COMMISSIONERS CONFERENCE ROOM
PITTSBURG COUNTY COURTHOUSE
115 EAST CARL ALBERT PARKWAY, ROOM 100B
MCALESTER, OKLAHOMA

MAY 12 2023

TIME 8:09 AM
HOPE TRAMMELL, COUNTY CLERK
PITTSBURG COUNTY

BY _____ DEPUTY

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 8, 2023 *B. Special Meeting 5/11/2023*
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. COUNTY CLERK

- i. Exceeded Purchase Order Report

7. FISCAL TRANSACTIONS

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

8. UNFINISHED BUSINESS

- A. Discussion, Consideration and Action to Approve/Disapprove Renewal Addendum to the Benefit Program Application between Pittsburg County and Blue Cross Blue Shield of Oklahoma for employee health insurance for Fiscal Year ending June 30, 2024

9. AGENDA ITEMS

- A. Resolution 23-288 to Remove Items from Inventory – District 1
- B. Resolution 23-289 to Declare Items Junk and Remove from Inventory – District 1

- C. Resolution 23-290 to Remove Items from Inventory – District 1
- D. Resolution 23-291 to Remove Items from Inventory – Treasurer
- E. Resolution 23-292 to Accept Donation – Animal Shelter
- F. Resolution 23-293 to Cancel Purchase Order – Sheriff
- G. Resolution 23-294 to Cancel Purchase Order – Sam's Point Volunteer Fire Department
- H. Resolution 23-295 to Cancel Purchase Order – Commissioners
- I. Resolution 23-296 to Advertise for Bids for a Type 6 Wildland Fire Apparatus for Krebs Fire Department, Lease Purchase with Financing Included
- J. Discussion, Consideration and Action to Approve or Disapprove Transcript of Proceedings; Resolution 23-297 for Commissioner's Sale; Approve and Sign County Deed, all for East ½ of Lot 7, Block 533, South McAlester – Treasurer

~~STRIKE~~

- K. Resolution 23-298 to Cancel Purchase Orders – Expo Center
- L. Discussion, Consideration and Action to Approve Mutual Agreement between Pittsburg County District 1 and Donald Wade Mathis for the donation of Shale from Mr. Mathis' property
- M. Discussion, Consideration and Action to Approve or Disapprove Municipal Lease Agreement between District 18 Drug Court and Canon Financial Services, Inc. for Canon IMR-525iF Copier System, Serial Number 2WU03361 for their McIntosh County office
- N. Discussion, Consideration and Action to Award Vendor for the Purchase and Installation of Insulation at the Arrowhead Estates Volunteer Fire Department
- O. Discussion, Consideration and Action to Approve or Disapprove Lease Number 125516 for the Purchase of One (1) 2023 Ford F150 Police Responder Crew Cab, Serial Number IFTFW1P83PKEI3541 – Sheriff
- P. Discussion, Consideration and Action to Approve or Disapprove Lease Number 125517 for the Purchase of One (1) 2023 Ford F150 Police Responder Crew Cab, Serial Number IFTFW1P85PKEI3587 – Sheriff
- Q. Discussion, Consideration and Action to Approve or Disapprove Lease Number 125518 for the Purchase of One (1) 2023 Ford F150 Police Responder Crew Cab, Serial Number IFTFW1P8XPKEI3603 – Sheriff
- R. Discussion, Consideration and Action to Approve or Disapprove Lease Number 125519 for the Purchase of One (1) 2023 Ford F150 Police Responder Crew Cab, Serial Number IFTFW1P82PKEI3644 – Sheriff
- S. Discussion, Consideration and Action to Approve or Disapprove Lease Number 125520 for the Purchase of One (1) 2023 Ford F150 Police Responder Crew Cab, Serial Number IFTFW1P83PKEI3684 – Sheriff
- T. Discussion, Consideration and Action to Approve or Disapprove Lease Number 125521 for the Purchase of One (1) 2023 Ford F150 Police Responder Crew Cab, Serial Number IFTFW1P88PKEI3762 – Sheriff

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 CLERK'S OFFICE

DEPUTIES

BOBBI HARTSFIELD
MONICA SENNETT
VIRGINIA O'DELL
GLADYS BLANSETT



DEPUTIES

MIRANDA BEDFORD
LAUREN OLIVER
SYDNEY TARRON
JEREMY KENNEDY
BLAKE WILLIAMSON

HOPE TRAMMELL, COUNTY CLERK
PITTSBURG COUNTY COURTHOUSE, ROOM 103
P.O. BOX 3304
MCALESTER, OK 74502
OFFICE 918-423-6865 FAX 918-423-7304

Exceeded Purchase Order: As of May 15TH, 2023.

PO #	AMOUNT	EXCEEDED AMOUNT	VENDOR	FUND	DEPARTMENT
8863	\$500.00	\$20.88	LOWES	ECON DEV TRUST	EXPO CENTER
8933	\$1,000.00	\$143.67	COMDATA	RURAL FIRE-ST	HAYWOOD/ARPELAR FD

Hope Trammell
Pittsburg County Clerk



**Blue Cross BlueShield
of Oklahoma**

1400 South Boston • P.O. Box 3283 • Tulsa, OK 74102-3283



Blue Cross and Blue Shield of Oklahoma

**Renewal Addendum to Benefit Program Application (“Renewal Addendum”)
Applicable to 151+ Fully Insured Group Accounts**

Blue Cross and Blue Shield of Oklahoma (herein called “BCBSOK”)

BlueLincs HMO (herein called “BlueLincs”)

THIS RENEWAL ADDENDUM is incorporated into and made a part of the Benefit Program Application (“BPA”) last entered into between the parties as of this Renewal Addendum’s Effective Date and the corresponding Group Administration Document, currently in effect between the parties. This Renewal Addendum is intended to renew the foregoing as of the Effective Date of Coverage noted below and, except as modified and amended and/or re-attested herein pursuant to this renewal, the provisions, conditions, and terms of such BPA and Group Administration Document shall remain in full force and effect.

Employer’s Legal Name: <u>Pittsburg County</u>
Employer Account Number (6-digits): <u>231136</u> Group Number(s): <u>231136, 231138</u>
Section Number(s): <u>0001-0002, 9001</u>
Renewal Addendum Effective Date of Coverage: <u>07/01/2023</u>
Primary Mailing Address: Number, Street, City, State, Zip <u>P.O. Box 3304, McAlester, OK 74502-3304</u>
Physical Address (required if different from primary): Number, Street, City, State, Zip <u>115 E. Carl Albert Parkway, #103, McAlester, OK 74501-5058</u>
Billing Address (if different from primary – If more than one, please list within Additional provisions): Number, Street, City, State, Zip _____
Name and Title of Authorized Company Official: <u>Hope Trammell / County Clerk</u>
Email and Phone Number <u>clerk@pittsburg.okcounties.org / 918-423-7785</u>
Billing to the attention of: <u>Hope Trammell</u> Fax Number: <u>918-423-7304</u>
The Blue Access for Employers SM (“BAE SM ”) contact person is the Employee authorized by the Employer to access and maintains its account/Employee information via BAE. An email address is required to access and maintain BAE.
Name and title of BAE contact person: <u>Hope Trammell / County Clerk</u>
Telephone Number of BAE contact person: <u>918-423-7304</u>
E-Mail address of BAE contact person: <u>clerk@pittsburg.okcounties.org</u>
Subsidiary / Affiliated Companies to be covered (if more than one, please list within Additional provisions): Name and Address Number, Street, City, State, Zip _____

Proprietary and Confidential Information of Blue Cross and Blue Shield of Oklahoma. Not for use or disclosure outside Blue Cross and Blue Shield of Oklahoma, Employer, their respective affiliated companies and third-party representatives, except with written permission of Blue Cross and Blue Shield of Oklahoma.

Life, Disability, Critical Illness, Accident and Vision insurance is underwritten by Dearborn Life Insurance Company, 701 E. 22nd St., Suite 300, Lombard, IL 60148. Dearborn Life Insurance Company is an independent Blue Cross and Blue Shield licensee. BLUE CROSS®, BLUE SHIELD® and the Cross and Shield Symbols are registered service marks of the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans.

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The **Employee Retirement Income Security Act of 1974 (ERISA)** is a federal law that sets minimum standards for employee benefit plans in the private industry. In general, **all** employer groups, insured or ASO, are subject to ERISA provisions except for governmental entities, such as municipalities, and public school districts, and "church plans" as defined by the Internal Revenue Code.

ERISA Regulated Group Health* Plan Yes No

If Yes, is your ERISA Plan Year* a period of twelve (12) months beginning on the Anniversary Date specified above? Yes No

If No, please specify your ERISA Plan Year (mm/dd/yyyy): Beginning Date: ___/___/___ End Date: ___/___/___

ERISA Plan Administrator *: _____

Plan Administrator's Address: _____

If you maintain that ERISA is not applicable to your group health plan, please give the legal reason for exemption:

- Federal Governmental plan e.g., the government of the United States or agency of the United States)
- Non-Federal Governmental plan (e.g., the government of the State, an agency of the state, or the government of a political subdivision, such as a county or agency of the State)
- Church plan (complete and attach a Medical Loss Ratio Assurance form)
- Other; please specify: _____

Is your Non-ERISA Plan Year a period of twelve (12) months beginning on the Anniversary Date specified above? Yes No

If No, please specify your Non-ERISA Plan Year (mm/dd/yyyy): Beginning Date: ___/___/___ End Date: ___/___/___

For more information regarding ERISA, contact your Legal Advisor.

*All as defined by ERISA and/or other applicable law/regulations.

1. Are you applying for Insure Oklahoma? Yes No

If Yes, effective date must be the first (1st) of the month to receive subsidies.

ELIGIBILITY INFORMATION

1. **Eligible Person (please check all boxes that apply):**

- A full-time Employee of the Employer.
- A part-time Employee of the Employer.
- An Eligible Person may also include a retiree of the Employer. (please specify): _____
- Other (please specify): A Retiree of the Employer under age 65

2. Employer has determined Employees must routinely work 32.5 (minimum of thirty (30)) hours per week and who is on the permanent payroll of Employer in order to be eligible for health/dental coverage under this Group Contract.

3. **Domestic Partners covered?** Yes No

If yes: A Domestic Partner, as defined in the Certificate Booklet, shall be considered eligible for coverage. The Employer is responsible for providing notice of possible tax implications to those covered Employees with Domestic Partners.

If yes, are Dependents of Domestic Partners eligible for coverage? Yes No

If yes, the Limiting Age for covered children of Domestic Partners means twenty-six (26) years, regardless of presence or absence of a child's financial dependency, residency, student status, employment, marital status, or any combination of those factors.

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Continuation coverage for Domestic Partners: If Employer elects coverage for Domestic Partners, Domestic Partners may be eligible for continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). Employer shall determine eligibility for COBRA continuation for Domestic Partners, if any. Please indicate your election below:

- Yes, Employer elects to offer continuation coverage to Domestic Partners, as defined in the Certificate Booklet
- No, Employer does not elect to offer continuation coverage to Domestic Partners (Domestic Partners are not eligible for continuation coverage)
- Other: _____

4. The Effective Date of coverage for a newly Eligible Employee who becomes effective after the Employer's initial enrollment date is:

If a person is added to the Group Contract and it is later determined that the Group reported a coverage date earlier than what would apply to the Employee or Dependent, based on the Waiting Period and eligibility conditions the Group provided to BCBSOK, BCBSOK reserves the right to retroactively adjust the coverage date for such person.

- The date of employment.
- The first (1st) billing cycle following the date of employment.
- The first (1st) billing cycle following select one days of continuous employment.
- The first (1st) billing cycle following select one months of continuous employment.
- The select one day of employment
- Other (please specify): Class 1 - Active EEs - FOMF 60 days

Class 2 - Elected Officials - FOMF DOH

5. The Effective Date of termination for a person who ceases to meet the definition of Eligible Person will be the end of the coverage period (billing cycle) during which the person ceases to meet the definition of Eligible Person.

- Other (please specify): _____

6. Limiting Age for covered children: Dependent children are eligible for coverage until their twenty-sixth (26th) birthday. Dependent Child, used hereafter, means a natural child, a stepchild, an eligible foster child, an adopted child or child placed for adoption (including a child for whom the Employee or his/her spouse or Domestic Partner, if Domestic Partner coverage is elected), is a party in a legal action in which the adoption of the child is sought), under twenty-six (26) years of age, regardless of presence or absence of a child's financial dependency, residency, student status, employment status, marital status, eligibility for other coverage, or any combination of those factors. A child not listed above who is legally and financially dependent upon the Employee or spouse (or Domestic Partner, if Domestic Partner coverage is elected) is also considered a Dependent child under the Group Health Plan, provided proof of dependency is provided with the child's application.

- Other. Indicate maximum age (age twenty-six (26) and over are available options) and explain any limitations or requirements for extension of coverage beyond the minimum required age of twenty-six (26): _____

Termination of coverage upon reaching the Limiting Age: Coverage is terminated at the end of the coverage period (billing cycle) during which the Dependent child ceases to be eligible, subject to any applicable federal or state law.

7. Disabled Dependent: Disabled Dependent means a child who is medically certified as disabled and dependent upon the Employee or his/her spouse (or Domestic Partner if Domestic Partner coverage is elected). To administer medical certification of disabled Dependents, you may select option (a) standard rules or (b) custom rules. If (b) is selected there are additional selections regarding age, proof of prior coverage, certification review, forms, and previous medical certification approvals.

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RATES (Per Benefit Agreement if different)

Select rate structure: <input type="checkbox"/> 2-Tier <input type="checkbox"/> 3-Tier <input checked="" type="checkbox"/> 4-Tier <input type="checkbox"/> 5-Tier									
PRODUCT/COVERAGE	EE	EE/SP	EE/CH	Family	EO	ES	Medicare Carve-Out		
							EO	ES	ES
Blue Choice PPO SM	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____			
Blue Options PPO SM	\$624.54	\$1369.32	\$1119.94	\$1864.74	\$ _____	\$ _____			
Blue Options HSA SM (Vendor: Select Vendor)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____			
Blue Preferred PPO SM	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____			
Blue Preferred PPO HSA [®] (Vendor: Select Vendor)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____			
Blue Traditional [®]	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____			
BlueLincs HMO SM	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____			
HSA Blue SM (Vendor: Select Vendor)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____			
FSA (Vendor: Select Vendor)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____			
Health Reimbursement Account (HRA) (Vendor: Select Vendor)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____			
Dental	\$25.73	\$58.16	\$47.78	\$80.20	\$ _____	\$ _____			
Vision	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____			
Custom Benefits	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____			
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____			
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____			

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The above initial monthly premium rates shall be in effect beginning on 07/01/2023, and are subject to change by BCBSOK/BlueLincs after the premium rates are in effect for a period of at least 12 months and/or there is a substantial change in the number of covered Employees.

OTHER PROVISIONS:

1. **Summary of Benefits and Coverage (“SBC”):** BCBSOK will create the SBC (only for benefits BCBSOK insures under the Group Contract) and provide the SBC to the Employer in electronic format. If the Employer approves of the content, Employer will then distribute the SBC to participants and beneficiaries (or hire a third party to distribute) as required by law. If the Employer would like changes to the SBC, it will promptly notify BCBSOK. BCBSOK will also distribute the SBC to participants and beneficiaries via regular hardcopy mail or electronically in response to occasional requests received directly from individuals. All other distribution is the responsibility of the Employer.
2. **EHB Election:** Employer elects EHBs based on the Oklahoma benchmark.
3. **Wellbeing Management (WBM)**
4. **Transition Credit:** BCBSOK will provide a one-time transition credit of N/A for the twelve (12) month period beginning on the Group Contract Effective Date to be used to cover costs and expenses associated with transitioning medical, prescription, ancillary health or other coverage to BCBSOK and/or costs and expenses associated with transitioning to a new product design with BCBSOK. If Employer cancels before the expiration of the Group Contract period, Employer will be responsible for refunding to BCBSOK the full amount of the transition credit.
5. **Wellness Credit:** BCBSOK will provide a one-time wellness credit of N/A for the twelve(12) month period beginning on the Group Contract Effective Date to be used to cover costs and expenses associated with the implementation of a new or to operate an existing wellness program for the benefit of Members. If Employer cancels before the expiration of the Group Contract period, Employer will be responsible for refunding to BCBSOK the full amount of the wellness credit.
6. **Communication Credit:** BCBSOK will provide a one-time communication credit of N/A for the twelve (12) month period beginning on the Group Contract Effective Date to be used to cover costs and expenses associated with Member communications and other communication costs associated with electing coverage through BCBSOK. If Employer cancels before the expiration of the Group Contract period, Employer will be responsible for refunding to BCBSOK the full amount of the communication credit.
7. **Reimbursement:** It is understood and agreed that in the event BCBSOK makes a recovery on a third-party liability claim, BCBSOK will retain twenty-five percent (25%) of any recovered amounts, other than recovery amounts received as a result of, or associated with, any Workers' Compensation Law.
8. **Third-Party Recovery Vendors and Law Firms Provisions (other than Reimbursement Services):** BCBSOK engages with third party-recovery vendors and law firms on a post-pay basis to identify and/or recover any potential overpayments that may have been made to Providers.
9. **Medical and Ancillary Package Pricing:** The rates shown in this Agreement reflect a volume-based discount in an amount up to three percent (3%) of the medical premium for the twelve (12) month period beginning on the Group Contract Effective Date. If any of the qualifying ancillary coverage (BlueCare Dental, Basic Life, Short-Term Disability, Long-Term Disability, Accident, Critical Illness and/or Vision product(s)) lapses during this twelve (12) month period, BCBSOK reserves the right to remove the volume-based discount attributable to the lapsed product on medical premium. In such event, upon sixty (60) days prior written notice to Employer, the premium payment will be adjusted to reflect the removal of the discount attributable to the lapsed product .

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ADDITIONAL PROVISIONS:

- A. Grandfathered Health Plans:** Employer shall provide BCBSOK/BlueLincs with written notice prior to renewal (and during the plan year, at least sixty (60) days advance written notice) of any changes in its Contribution Rate Based on Cost of Coverage or Contribution Rate Based on a Formula towards the cost of any tier of coverage for any class of Similarly Situated Individuals as such terms are described in the Affordable Care Act and applicable regulations. Any such changes (or failure to provide timely notice thereof) can result in retroactive and/or prospective changes by BCBSOK/BlueLincs to the terms and conditions of coverage. In no event shall BCBSOK/BlueLincs be responsible for any legal, tax or other ramifications related to any benefit package of any group health insurance coverage (each hereafter a "plan") qualifying as a "grandfathered health plan" under the Affordable Care Act and applicable regulations or any representation regarding any plan's past, present and future grandfathered status. The grandfathered health plan form ("Form"), if any, shall be incorporated by reference and made part of the Large Employer Benefit Program Application and Group Contract, and Employer represents and warrants that such Form is true, complete, and accurate. If Employer fails to timely provide BCBSOK/BlueLincs with any requested grandfathered health plan information, BCBSOK/BlueLincs may make retroactive and/or prospective changes to the terms and conditions of coverage, including changes for compliance with state or federal laws or regulations or interpretations thereof.
- B. Retiree Only Plans and/or Excepted Benefits:** If the Large Employer Benefit Program Application includes any retiree only plans and/or excepted benefits, then Employer represents and warrants that one (1) or more such plans is not subject to some or all of the provisions of Part A (Individual and Group Market Reforms) of Title XXVII of the Public Health Service Act (and/or related provisions in the Internal Revenue Code and Employee Retirement Income Security Act) (an "exempt plan status"). Any determination that a plan does not have exempt plan status can result in retroactive and/or prospective changes by BCBSOK/BlueLincs to the terms and conditions of coverage. In no event shall BCBSOK/BlueLincs be responsible for any legal, tax or other ramifications related to any plan's exempt plan status or any representation regarding any plan's past, present and future exempt plan status.
- C. Employer shall indemnify and hold harmless BCBSOK/BlueLincs and its directors, officers and employees against any and all loss, liability, damages, fines, penalties, taxes, expenses (including attorneys' fees and costs) or other costs or obligations resulting from or arising out of any claims, lawsuits, demands, governmental inquiries or actions, settlements or judgments brought or asserted against BCBSOK/BlueLincs in connection with (a) any plan's grandfathered health plan status, (b) any plan's exempt plan status, (c) any directions, actions and interpretations of the Employer, (d) any provision of inaccurate information, (e) the SBC and/or (f) Employer's selection of Essential Health Benefit ("EHB") definition for the purposes of the Patient Protection and Affordable Care Act ("ACA"). Changes in state or federal law or regulations or interpretations thereof may change the terms and conditions of coverage.**

Notwithstanding anything in the Group Contract or Renewal(s) to the contrary, BCBSOK/BlueLincs reserves the right to revise our charge for the cost of coverage (premium or other amounts) at any time if any local, state or federal legislation, regulation, rule or guidance (or amendment or clarification thereto) is enacted or becomes effective/implemented, which would require BCBSOK/BlueLincs to pay, submit or forward, on its own behalf or on the Employer's behalf, any additional tax, surcharge, fee, or other amount (all of which may be estimated, allocated or pro-rated amounts).

The provisions of paragraphs A-C (directly above) shall be in addition to (and do not take the place of) the other terms and conditions of coverage and/or administrative services between the parties.

Effective 7/1/23, Blue Options Out of Network is increasing from 50% to 60%


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Employer acknowledges and agrees that unless a change is indicated on this Renewal Addendum, Employer's instructions, acknowledgements and agreements in the BPA and the Group Contract (both as defined above) shall remain in full force and effect.

Travis Murray
Sales Representative
405 4053167137
District Fax No. Phone No.
Jordan Cook
Producer Representative
NFP Corporate Service (OK), LLC
Producer Firm
4811 Gaillardia Parkway, Suite 300 Oklahoma
City, OK 73142
Producer Address
002340000
BCBSOK Producer No.

Charlie Rogers
Printed Name of Authorized Employer Representative

Signature of Authorized Employer Representative
Chairman, BCCC
Title
5/15/2023
Date

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RESOLUTION
23-288

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, May 15, 2023.

WHEREAS, Highway District #1 wishes to have the following items removed from inventory:

INVENTORY#	DESCRIPTION	VIN/SERIAL#
DI-303.004	1992 FREIGHTLINER TRACTOR TRUCK	1FUVDXYB7PP421164
DI-302.181	2014 WESTERN STAR TRUCK	5KJJAVDV6EPFV1431
DI-332.111	JOHN DEERE EXCAVATOR/TRACKHOE	1FF180GCLCE020096
DI-301.137	2000 FORD PICKUP	1FTRX18W2YKB18147
DI-430.001	RYOBI LAWN MOWER	2653104
DI-213.1	XEROX COPIER	M11136LC03N
DI-213.2	RICOH COPIER	H24116C1963
DI-213.3	CANON COPIER	N1109525
DI-302.168	1998 INTERNATIONAL DUMP TRUCK	2HSFMAHR5WC044651
DI-307.141	CATERPILLAR MOTORGRADER	R9B00116
DI-307.143	JOHN DEERE MOTORGRADER	1DW770GXVDE651405
DI-307.144	JOHN DEERE MOTORGRADER	1DW770GXHDE651425
DI-301.148	2001 FORD F-150 4X4 PICKUP	1FTRW08L51L066966
DI-301.158	2007 CHEVROLET SILVERADO	1GCHK29UX7E134039
DI-301.149	2001 FORD F-150	1FTRX17L61KB48216
DI-301.151	2008 DODGE QUAD CAB PICKUP	3D7KR28D68G125647
DI-301.167	2019 FORD F250	1FT7W2B66KED27051
DI-301.165	FORD F250	1FT7X2B63BEA48072
DI-316.002	ROAD GROOMING IMPLEMENT	D101-1
DI-413.007	FUEL STORAGE TANK	
DI-620.1	TOOL BOX	
DI-445.002	DANUSEN POST HOLE DIGGER	8748
DI-413.012	105 GALLON MOBILE FUEL TANK	148540
DI-413.008	STORAGE TANK	
DI-413.006	STORAGE TANK	
DI-441.001	DIAMOND BOOM MOWER	3153 DBR
DI-441.010	DIAMOND ROTARY MOWER	2470
DI-441.009	DIAMOND MOWER DB50	1371
DI-301.127	1992 FORD F258 4X4	1FRHF26H4NNA24788
DI-301.128	1992 FORD F258 4X4	1FTHF26H2NNA24787

WHEREAS, DI-316.002, DI-413.007, DI-620.1, DI-445.002, DI-407.1, DI-413.012, DI-413.008 and DI-413.006 were sold for scrap but were never removed from inventory.

WHEREAS, the other items listed above were declared surplus but were never removed from inventory.

WHEREAS, Highway District #1 requests the Board of County Commissioners, Pittsburg County, remove these items from inventory as they have been sold, traded or returned at the end of their lease.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby remove the above-mentioned items from inventory that were previously declared surplus and were sold, traded or returned at the end of their lease.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

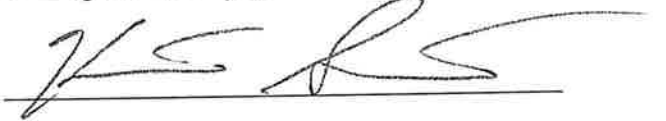
CHAIRMAN



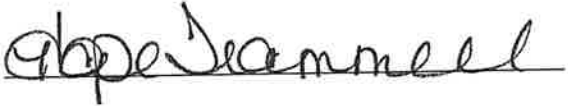
VICE-CHAIRMAN



MEMBER



COUNTY CLERK



RESOLUTION
23-289

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, May 15, 2023.

WHEREAS, Highway District #1 wishes to have the following items declared junk and removed from inventory:

INVENTORY#	DESCRIPTION	VIN/SERIAL#
D1-412.1	GILGARCO GAS PUMP	CG-3612
D1-445.1	INGERSOLL IMPACT WRENCH	198L
D1-445.003	INGERSOLL-RAND IMPACT WRENCH	SRI5F
D1-413.013	MOBILE FUEL TANK	019107
D1-444.003	5" MULTI-PURPOSE VICE	13-025
D1-430.3	ECHO WEED EATER	N/A
D1-412.2	GILGARCO DIESEL PUMP	KD-15059
D1-412.3	DIESEL FUEL PUMP	F37332
D1-412.004	FILLRETE ELECTRIC PUMP	811703
D1-412.5	BENNETT DIESEL PUMP	9S11238
D1-412.6	BENNETT GAS PUMP	10R12082
D1-430.2	RYOBI LAWN MOWER	2653111
D1-410.3	BOTTLE JACK	N/A
D1-410.2A	BOTTLE JACK	N/A
D1-209.1	LUXAIRE AIR CONDITIONING UNIT	WEKM039239
D1-102.000	OFFICE FURNITURE (VARIOUS)	N/A
D1-102.2	EXECUTIVE CHAIR	G23-3720ML
D1-201.0003	OFFICE CHAIRS - 6	N/A
D1-224.1	MARTIN GAS HEATER	AA-03-004-750
D1-221.1	MANITONIC ICE MAKER	010865069
D1-412.003	DIESEL FUEL PUMP	F37332
D1-439.002	PRESSURE WASHER	PWP00454
D1-359.001	BLACK & DECKER ANGLE SANDER	139655

WHEREAS, Item No. D1.221.1 and D1-209.1 were disposed of by the vendor when installing new Air Conditioning Unit and Ice Machine.

WHEREAS, all other items are broken or obsolete and have been taken to the Alderson Regional Landfill for disposal.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby declare the above-mentioned items junk to be disposed of as noted above.

ATTEST:



CHAIRMAN

VICE-CHAIRMAN

MEMBER

COUNTY CLERK *Hope Trammell*

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

RESOLUTION
23-290

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, May 15, 2023.

WHEREAS, Highway District #1 wishes to have the following items removed from inventory:

INVENTORY#	DESCRIPTION	VIN/SERIAL#
DI-330.008	ECHO WEEDEATER	681811
DI-330.007	STIHL POLESAW	270832472

WHEREAS, these items were stolen from the Pittsburg County District 1 barn in Canadian, Oklahoma and a report was filed with the Pittsburg County Sheriff's Office.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby approve the removal of the above-mentioned items that were stolen from the Pittsburg County District 1 barn in Canadian, Oklahoma.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:



CHAIRMAN

[Handwritten Signature]

VICE-CHAIRMAN

[Handwritten Signature]

MEMBER

[Handwritten Signature]

COUNTY CLERK

[Handwritten Signature]

JENNIFER LENOX-HACKLER, County Treasurer

DEPUTIES

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

DEPUTIES

CINDY COOK
MORGAN CREEKMORE
TAMMY ROBERTS

BROOKE OLIVER
SUMMER ROGERS
KELSEY MITCHELL

RESOLUTION *23-291*

BOARD OF COUNTY COMMISSIONERS

GENTLEMEN

WE HAVE IN OUR OFFICE ITEM WE WISH TO REMOVE FROM OUR INVENTORY. WE REQUEST THE ITEMS LISTED BELOW TO BE DISPOSED OF AT THE ALDERSON REGIONAL LANDFILL.

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

C-105-20.1 HERITAGE SPECIALIST L HUTCH 78" CHERRY

THANK YOU



JENNIFER LENOX-HACKLER
COUNTY TREASURER

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



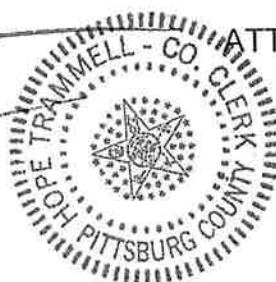
CHAIRMAN



MEMBER



MEMBER



ATTEST:



COUNTY CLERK

DESCRIPTION	Amount
Check # 0155	

S. A. & I. No. 210 (1986)

RECEIPT

No:26452

ANIMAL SHELTER

(office or board)

PITTSBURG COUNTY

STATE OF OKLAHOMA

McALESTER, OKLAHOMA 5-9, 23


Received of Margie Eastman \$ 100
one hundred dollars Dollars

Purpose Donation
Chairman, BOCC By LS Deputy
Officer

JAMES R OR MARGIE A EASTTEAM

DATE May 9, 2023

PAY TO THE ORDER OF Pittsburg County Animal Shelter \$ 100.00

One hundred & 00/100 DOLLARS  Security Features Included Details on Back

MEMO Donation Margie A. Eastman

23-292

RESOLUTION

NO. 23-293

The Board of County Commissioners, Pittsburg County, Met in regular session Monday, May 15TH, 2023.

WHEREAS, the **SHERIFF'S DEPARTMENT** wishes to cancel the following Purchase Order


10091 to Muskogee Communications dated May 8th, 2023 in the amount of \$2,239.60 for Radio etc.

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

THEREFORE BE IT RESOLVED, Pittsburg County Commissioners do hereby cancel Purchase Order 10091 for FY 2022-2023.


CHAIRMAN


MEMBER


MEMBER



ATTEST:


COUNTY CLERK

RESOLUTION

NO. 23-294

The Board of County Commissioners, Pittsburg County, Met in regular session Monday, May 15TH, 2023.


WHEREAS, the **SAMS POINT FIRE DEPARTMENT** wishes to cancel the following Purchase Order

6060 to Banner Fire Equipment dated January 5th, 2023 in the amount of \$2,175.00 for Fire Hose and Hose Reel.

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

THEREFORE BE IT RESOLVED, Pittsburg County Commissioners do hereby cancel Purchase Order 6060 for FY 2022-2023.


CHAIRMAN


MEMBER


MEMBER



ATTEST:


COUNTY CLERK

RESOLUTION

NO. 23-295

The Board of County Commissioners, Pittsburg County, Met in regular session
Monday, May 15TH, 2023.

WHEREAS, the **COMMISSIONERS** wishes to cancel the following Purchase Order

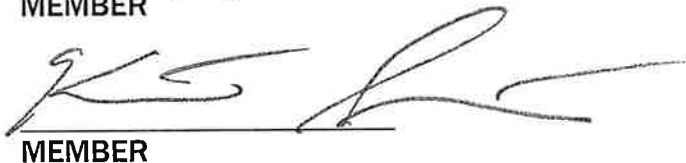
9789 to Public Service Co. of Oklahoma dated April 27th, 2023 in the amount of
\$103.10 for Monthly Service.

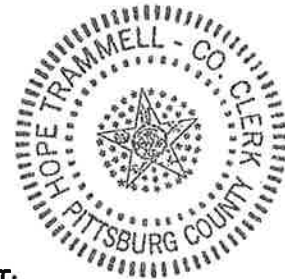
WHEREAS, the purchase order was written out of the wrong account, therefore it is
no longer needed.

THEREFORE BE IT RESOLVED, Pittsburg County Commissioners do hereby cancel
Purchase Order 9789 for FY 2022-2023.


CHAIRMAN


MEMBER


MEMBER



ATTEST:


COUNTY CLERK

RESOLUTION
23-296
To Advertise

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, May 15, 2023.

WHEREAS, the Board of County Commissioners, Pittsburg County, wish to advertise for the following for Krebs Fire Department:

One (1) Type 6 Wildland Fire Apparatus
Lease Purchase with Financing Included

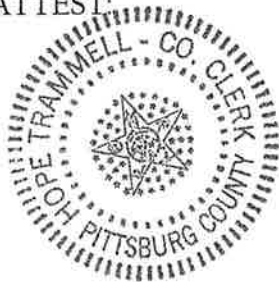
A bid package containing complete specifications and an "Invitation to Bid" are available at the Pittsburg County Clerk's Office, 115 E. Carl Albert Pkwy, Room 103, McAlester, Oklahoma 74501 or online at pittsburg.okcounties.org

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 26, 2023 at 4:00 p.m. All bids received after 4:00 p.m. on Friday, May 26, 2023 WILL NOT BE OPENED. Bids will be opened on Tuesday, May 30, 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

**KREBS FIRE
DEPARTMENT**

*TYPE 6 WILDLAND FIRE
APPARATUS
SPECIFICATIONS*

TYPE 6 WILDLAND FIRE APPARATUS

CUSTOM SPECIFICATIONS FOR:

City of Krebs, Oklahoma

~ INTENT OF SPECIFICATIONS ~

It shall be the intent of these specifications to cover the furnishing and delivery of a completed fire apparatus equipped as hereinafter specified.

These specifications cover only the general requirements as to the design, type of construction, and testing to which the apparatus shall conform, together with certain details as to finish, equipment, and appliances with which the successful bidder shall conform.

Minor details of construction and materials, which are not otherwise specified, are left to the discretion of the manufacturer, who shall be solely responsible for the design and construction of all features.

Loose equipment shall be provided only as stated in the following pages.

LEASE PURCHASE WITH FINANCING INCLUDED

~ QUALITY AND WORKMANSHIP ~

The design of the apparatus shall meet the most current guidelines of NFPA 1906.

The workmanship shall be of the highest quality in its respective field. Special consideration shall be given to the following points: accessibility of the various components which require periodic maintenance, ease of operation (including both pumping and driving), and symmetrical proportioning.

Construction shall be rugged with ample safety factors being provided to carry the loads specified and to meet both on and off road requirements and speed conditions as set forth under "Performance Tests and Requirements".

~ GENERAL CONSTRUCTION ~

The apparatus shall be designed with due consideration to distribution of load between the front and rear axles.

Weight balance and distribution shall be in accordance with the recommendations of the National Fire Protection Association.

~ FIRE APPARATUS WARRANTY ~

The manufacturer shall warranty the completed fire apparatus as follows:

- Materials and Workmanship – One (1) Year
- Stainless Steel Plumbing – Ten (10) Years
- Extruded Aluminum Fire Body – Ten (10) Years
- Apparatus Electrical System – Five (5) Years
- Water Tank – Lifetime

TYPE 6 WILDLAND FIRE APPARATUS

CUSTOM SPECIFICATIONS FOR:

City of Krebs, Oklahoma

** NOTE: See attached manufacturer warranty documents for further information and details on above provided warranties.

Components such as, but not limited to, cab and chassis, fire pump, foam systems, valves, booster reels, hose and nozzles, and lighting shall be covered by warranties issued to the purchaser from the original manufacturers.

Warranties shall not apply to the following:

- To normal maintenance and adjustments
- To parts subject to normal service / replacement (fuses, filters, ect.)
- To any apparatus which has been repaired or altered outside of the factory in any way without the prior express and written consent of a duly authorized representative of the apparatus manufacturer.
- To any apparatus which has been subject to misuse, neglect, or accident.
- To any apparatus which shall operate at any speed exceeding the factory rated speed, or loaded beyond the factory rated load capacity.

~ CUSTOMER IDENTIFICATION PLATE ~

There shall be a customer identification plate provided on the fire apparatus.

The customer identification plate shall have the following information:

- ❖ Customer Name
- ❖ Apparatus Build Job Number
- ❖ Apparatus Model Name
- ❖ Apparatus delivery Date

~ APPARATUS AS BUILT LABEL ~

There shall be a label provided inside the chassis' cab containing the following information:

- ❖ Height of the completed fire apparatus (in feet and inches).
- ❖ Length of the completed fire apparatus (in feet and inches).
- ❖ GVWR of the completed fire apparatus (in tons).

There shall be a notation on the label that the information shown was current as of the fire apparatus completion date. Any modifications to the fire apparatus after the completion date that affects the overall height or overall length must be noted on the original label.

The label shall be located in a position that is visible by the driver while seated.

TYPE 6 WILDLAND FIRE APPARATUS

CUSTOM SPECIFICATIONS FOR:

City of Krebs, Oklahoma

~ SEATING CAPACITY LABEL ~

There shall be a label provided inside the chassis' cab identifying the seating capacity of the fire apparatus.

The label shall be located in a position that is visible to all cab occupants.
Seating capacity for this fire apparatus is 2.

~ SEAT BELT WARNING LABEL ~

There shall be a warning label provided inside the chassis' cab stating the following:
DANGER – OCCUPANTS MUST BE SEATED AND SEAT BELTS MUST BE FASTENED WHEN APPARATUS IS IN MOTION DEATH OR SERIOUS INJURY MAY RESULT

The label shall be located in a position that is visible to all cab occupants.

~ NOISE HAZARD WARNING ~

There shall be a warning label provided inside the chassis' cab stating the following:
WARNING: Noise Hazards Occur During Siren Operation

The label shall be located in a position that is visible to all cab occupants.

~ COMPLETED APPARATUS PERFORMANCE TESTS ~

~ROAD TEST~

The completed fire apparatus shall undergo a road test with the apparatus fully loaded with a continuous run of no less than ten (10) miles.

The road test shall be made under all driving conditions, during which time the apparatus shall show no loss of power or overheating.

The chassis' transmission drive shaft or shafts, and rear axles shall run quietly and be free from abnormal vibration or noise throughout the operating range of the apparatus.

~ELECTRICAL RESERVE CAPACITY TEST~

The completed fire apparatus engine shall be started and ran until the engine and engine compartment temperatures are stabilized at normal operating temperatures and the battery system is fully charged.

The engine shall then be shut down, and the minimum continuous electrical load (as defined by NFPA 1906) shall be activated for ten (10) minutes.

TYPE 6 WILDLAND FIRE APPARATUS

CUSTOM SPECIFICATIONS FOR:

City of Krebs, Oklahoma

All electrical loads shall then be turned off.
The fire apparatus engine shall then be re-started.
This test will be reported as a "PASS" or "FAIL".

~ALTERNATOR PERFORMANCE TEST AT IDLE~

The minimum continuous electrical load (as defined by NFPA 1906) shall be activated with the fire apparatus engine running at idle speed.

The fire apparatus engine temperature shall be stabilized at normal operating temperature.

The fire apparatus engine battery system shall then be tested to detect the presence of battery discharge current.

This test will be reported as a "PASS" or "FAIL".

~ALTERNATOR PERFORMANCE TEST AT FULL LOAD~

The total continuous electrical load (as defined by NFPA 1906) shall be activated with the fire apparatus engine running.

The fire apparatus electrical system voltage shall be monitored and shall not drop below 11.8-VDC for more than 120 continuous seconds.

This test duration shall be a minimum of two (2) hours.

This test will be reported as a "PASS" or "FAIL".

~ CAB AND CHASSIS ~

- ❖ Customer Supplied 2023 Ford F-450 Super Duty Chassis
- ❖ Regular Cab
- ❖ 168" WB
- ❖ 60" CA
- ❖ 7.3L Gasoline engine
- ❖ The contractor shall be responsible for painting the chassis to match their existing Wildland truck.

There shall be HDX black powder coated stainless steel running boards installed on the chassis. *or equivalent*

~SINGLE TIRE CONVERSION PACKAGE~

There shall be a single tire conversion package installed on the chassis.

The package shall include:

Five (5) 335/80R 20 Tires

TYPE 6 WILDLAND FIRE APPARATUS

CUSTOM SPECIFICATIONS FOR:

City of Krebs, Oklahoma

Five (5) Custom Wheels

One (1) 3" Suspension Lift Kit

All Tires/Wheels to be match mounted and dynamically balanced.

Fender Flares will be replaced with custom flares.

~ FULL REPLACEMENT FRONT BUMPER ~

There shall be a heavy duty full replacement bumper provided at the front of the apparatus.

The bumper shall have a durable textured black powder coat finish.

The bumper shall have an integral siren mount with protective expanded metal cover.

The bumper shall be constructed to mount a 12K winch inside.

The bumper shall have a monitor platform constructed as part of the bumper.

~WINCH~

A 12K winch shall be installed inside the bumper.

The winch shall have the following features.

- 12,000 lb. (5443 kg) single-line pulling capacity.
- Includes 80' of durable 3/8" galvanized steel wire rope.
- Convertible control pack can be attached to the winch or remotely mounted, allowing for various winch mounting options and looks (Relocation kit required and sold separately*).
- Gear train and motor deliver reliable pulling power that is fast, and quieter than ever.
- Satin-black powder-coated finish with stainless steel fasteners and clutch lever looks great and inhibits corrosion. Improved winch sealing to keep the elements out.
- Large diameter winch drum reduces rope wear, is light weight, and has an integrated rope anchor for easy rope installation.
- Limited Lifetime Warranty for Mechanical Components. Limited Seven (7) year warranty for Electrical Components.

~ IN CAB COMMAND CONSOLE ~

There shall be one (1) custom fabricated smooth aluminum command console located inside the chassis' cab between the front seats.

The console will be designed and fabricated to accommodate all required switches, gauges, and components.

TYPE 6 WILDLAND FIRE APPARATUS

CUSTOM SPECIFICATIONS FOR:

City of Krebs, Oklahoma

There shall be a grounding point and a power wire provided inside the console for wiring fire department mobile radio.

The console shall be painted.

The console lid shall be hinged, allowing for easy access for maintenance purposes.

The console lid hinge shall be a heavy duty full width stainless steel piano hinge secured with stainless steel fasteners.

There shall be a rear pocket storage compartment located at the rear of the console.

The following components shall be provided on the center command console:

- ❖ One (1) Computer control module
- ❖ One (1) radio specific mobile radio mounting faceplate.
- ❖ Two (2) microphone clip brackets
- ❖ One (1) flexible variable intensity LED map light
- ❖ Two (2) cup holders
- ❖ All electric pump controls

~ BACK UP CAMERA ~

There shall be one (1) factory installed back up camera at the rear of the apparatus.

~ SWITCH CONTROL MODULE ~

The control head includes 3 section control head and 8 push buttons, 4-position slide switch with a 7-position rotary siren knob, manual air horn plus 3 traffic advisor switches and microphone with extension cable. This switch module is designed to work with the computer control module and capable of OBD II interface.

~ APPARATUS ELECTRICAL SYSTEM ~

All electrical equipment installed by the manufacturer shall conform to current automotive electrical system standards and the requirements of the applicable NFPA fire apparatus standards.

The installation shall meet SAE Standard J1128 in its latest edition for GXL or SXL temperature ratings.

The electrical system shall consist of switches, circuit boards, relays, diodes, resistors, fuses, wiring, wiring harnesses, and connectors as required to ensure consistent and uninterrupted operation of the completed apparatus.

The electrical system shall be composed of individual wiring harnesses that are integrated as a complete unit via bulkhead type Deutsch waterproof electrical connectors located between the chassis and fire body. All GXL / SXL wiring for the

↑ or equivalent

TYPE 6 WILDLAND FIRE APPARATUS

CUSTOM SPECIFICATIONS FOR:

City of Krebs, Oklahoma

apparatus shall be located within temperature resistant harnesses rated at a minimum of 280°F.

All electrical wires in each harness shall be permanently color and function coded throughout.

All electrical connections made outside of the chassis shall be made utilizing heat shrink type connectors and / or Deutsch weatherproof connectors. *or equivalent*

All electrical circuits shall be protected with circuit breakers or fuses.

The main low voltage electrical circuit board with associated circuit breakers and fuses shall be provided in a protective metal housing in a location inside the chassis' cab which provides easy service access.

All circuit breakers and fuses located on the main low voltage electrical circuit board shall have diagnostic indicator lights providing for ease of diagnostics.

All wiring ran outside of the body will be run along structural members and loom clamped in a neat and orderly manner.

Wiring shall be routed and / or protected to eliminate exposure to moving parts or debris.

All wiring passing through metal shall be protected from tears, abrasions, or cuts by rubber grommets.

~ APPARATUS BATTERY CHARGING SYSTEM ~

The apparatus shall be provided with a battery charging/conditioning system with auto eject plug and battery status indicator. The auto eject plug and battery status shall be mounted in the fire body extrusion.

There shall be a breaker box and breakers installed, wired to the 110V side of the charger. There shall be 110v outlets installed in each compartment, controlled by the breaker box and battery charger.

~ BATTERY MASTER SWITCH AND INDICATOR LIGHT ~

The fire apparatus shall be supplied with one (1) battery disconnect switch and indicator plate.

The switch shall be rated for 180-amps continuous duty.

The switch shall be located on the chassis' floorboard next to the driver's seat.

A green indicator light shall be provided and located on the center command console.

The indicator light shall be labeled – BATTERY ON

~ REMOTE START/STOP THROTTLE CONTROLS~

TYPE 6 WILDLAND FIRE APPARATUS

CUSTOM SPECIFICATIONS FOR:

City of Krebs, Oklahoma

There shall be an electronic start/stop/throttle control for the gas fire pump located inside the cab on the custom aluminum console and at the rear mount control panel.

There shall be a 2.5" liquid filled discharge gauge with red LED backlight located inside the cab on the custom aluminum console.

There shall be a mini water level and a mini foam level indicator on the custom aluminum console.

~ D.O.T. LIGHTING ~

All required lighting complying with Federal Government Codes for vehicles of this size and design shall be provided and installed.

These lights shall include headlamps, front turn signals with hazard switch, cab marker and clearance lights, body clearance lights, reverse lights, stop-turn-tail lights, and license plate lights.

The body clearance lights, rear stop-turn-tail lights, and reverse lights shall be LED.

A license plate bracket with integrated LED lights shall be provided at the rear of the fire body.

~ NFPA UNDERBODY LIGHTING ~

There shall be eight (8) LED underbody lights provided on the apparatus.

The underbody lights shall automatically activate when the chassis' transmission is shifted into park and shall automatically deactivate when the chassis' transmission is shifted out of park.

The underbody lights will be mounted in the following locations:

- ❖ One (1) at each front corner of the fire body.
- ❖ One (1) at each chassis' cab door.
- ❖ Two (2) at the rear of the apparatus.

~ APPARATUS WILDLAND FIRE BODY ~

The fire body dimensions shall be approximately 110"L x 96"W.

The fire body shall be constructed entirely of heavy duty extruded aluminum.

The perimeter of the fire body shall be constructed of a custom heavy duty 5.0" x 3.0" 6061T6 aluminum extrusion.

The fire body cross members shall be constructed of heavy duty 1.5" x 3.0" National Standard 6061T6 extruded aluminum tube.

TYPE 6 WILDLAND FIRE APPARATUS

CUSTOM SPECIFICATIONS FOR:

City of Krebs, Oklahoma

The extruded aluminum cross members shall be located on 14" centers.
The fire body mounting sills shall be constructed of 6.0" National Standard 6061T6 extruded aluminum channels...
The fire body sills shall be mounted to the fire body sub-frame utilizing a 6-point mounting system.
A rubber isolation barrier shall be provided between the chassis' frame rails and the fire body mounting sills.
There shall be .125" aluminum diamond plate covering the entire deck of the fire body.
There shall be a headache rack located at the front of the fire body.
The headache rack shall be constructed of heavy duty 3.0" x 2.0" 6061T6 extruded aluminum tube.
The headache rack shall have .125" aluminum diamond plate covering the bottom half on the front side and expanded aluminum on the top half.
There shall be a 20" walkway with step wells at the front of the fire body.
There shall be a 60"W x 12"D x .25" aluminum plate light bar mounting platform located on top of the fire body headache rack.
There shall be a 3.0" x 6.0" Steel bumper with integrated receiver tube provided at the rear of the apparatus.
The bumper shall be integrated into the fire body mounting sills and chassis' frame rails.
A chassis' fuel fill shall be provided.
An "UNLEADED FUEL ONLY" label shall be provided next to the fuel filler cap.
Mud flaps shall be located behind the chassis' rear wheels.

There shall be a 108"D x 30"W x 5.0"H long tool storage compartment provided between the fire body mounting sills, with the door opening facing the rear of the apparatus.

The compartment door shall be constructed of .125" aluminum smooth plate and shall be horizontally hinged.

Aluminum diamond plate skirting shall be applied to the underside of the fire body from the underbody compartments to the rear of the body.

~ REAR STEPS ~

Two (2) pull-out / fold-down steps shall be provided at the rear of the fire body. A warning label shall be provided at the rear of the fire body stating the following:
WARNING: DO NOT RIDE ON REAR STEP WHILE VEHICLE IS IN MOTION. DEATH OR SERIOUS INJURY MAY RESULT.

TYPE 6 WILDLAND FIRE APPARATUS

CUSTOM SPECIFICATIONS FOR:

City of Krebs, Oklahoma

~ GRAB RAILS ~

There shall be two (2) NFPA compliant grab rails provided at the rear of the fire body. The grab rails shall be extruded aluminum with slip resistant inserts. Location of the grab rails shall be determined by the Fire Department.

~ DRIVER SIDE UPPER BODY COMPARTMENT ~

There shall be one (1) sweep-out style compartment with two (2) lift-up style compartment doors provided on the driver side deck of the fire body.

Dimensions of the compartment shall be 54"L x 22"D x 30"H.

The body of the compartment shall be constructed of .125" aluminum diamond plate. The compartment doors shall be constructed of .125" smooth aluminum plate and painted chassis color.

Each compartment door shall be attached to the compartment body utilizing a full length stainless steel piano hinge with stainless steel fasteners.

Each compartment door shall be held in the open position by two (2) heavy duty pneumatic struts.

The compartment door latches shall be D-Ring style slam latches.

Door latches shall not be lockable.

The compartment shall be provided with one (1) .125" smooth aluminum plate bulkhead divider, separating the compartment into two (2) separate compartments (L1 / L2).

Compartment L1 shall be provided with two (2) vertical 12" 36-light LED compartment lights, located one (1) on each side of the compartment opening.

Each compartment light shall automatically activate when the compartment door is opened and shall automatically deactivate when the compartment door is closed.

The front 27" compartment (L1) shall be provided with one (1) .1875" smooth aluminum plate adjustable shelf.

Compartment L2 shall be provided with two (2) vertical 12" 36-light LED compartment lights, located one (1) on each side of the compartment opening.

Each compartment light shall automatically activate when the compartment door is opened and shall automatically deactivate when the compartment door is closed.

The rear 27" compartment (L2) shall be provided with one (1) .1875" smooth aluminum plate adjustable shelf.

TYPE 6 WILDLAND FIRE APPARATUS

CUSTOM SPECIFICATIONS FOR:

City of Krebs, Oklahoma

~ PASSENGER SIDE UPPER BODY COMPARTMENT ~

There shall be one (1) sweep-out style compartment with one (1) lift-up style compartment door provided on the passenger side deck of the fire body.

Dimensions of the compartment shall be 54"L x 22"D x 30"H.

The body of the compartment shall be constructed of .125" aluminum diamond plate. The compartment doors shall be constructed of .125" smooth aluminum plate and painted chassis color.

Each compartment door shall be attached to the compartment body utilizing a full length stainless steel piano hinge with stainless steel fasteners.

Each compartment door shall be held in the open position by two (2) heavy duty pneumatic struts.

The compartment door latches shall be D-Ring style slam latches.

Door latches shall not be lockable.

The compartment shall be provided with one (1) .125" smooth aluminum plate bulkhead divider, separating the compartment into two (2) separate compartments (R1 / R2).

Compartment R1 shall be provided with two (2) vertical 12" 36-light LED compartment lights, located one (1) on each side of the compartment opening.

Each compartment light shall automatically activate when the compartment door is opened and shall automatically deactivate when the compartment door is closed.

The front 27" compartment (R1) shall be provided with one (1) .1875" smooth aluminum plate adjustable shelf.

Compartment R2 shall be provided with two (2) vertical 12" 36-light LED compartment lights, located one (1) on each side of the compartment opening.

Each compartment light shall automatically activate when the compartment door is opened and shall automatically deactivate when the compartment door is closed.

The rear 27" compartment (R2) shall be provided with one (1) .1875" smooth aluminum plate adjustable shelf.

~ APPARATUS OPEN DOOR WARNING SYSTEM ~

Each compartment door shall be wired into the apparatus open door warning system.

The apparatus open door warning system shall have a red LED warning light and audible alarm located inside the chassis' cab.

The red LED warning light shall be labeled "WARNING OPEN DOOR".

The open door warning light shall be activated any time a compartment door is open and the chassis' transmission is in park.

TYPE 6 WILDLAND FIRE APPARATUS

CUSTOM SPECIFICATIONS FOR:

City of Krebs, Oklahoma

The open door warning light and alarm shall be activated any time a compartment door is open and the chassis' transmission is shifted out of park.

~ DRIVER SIDE DUNNAGE COMPARTMENT ~

There shall be a 54"L x 17"W x 8"H dunnage storage compartment located on top of the driver side upper body compartment.

The dunnage storage compartment shall hold 150' of 1.75" double jacket fire hose.

The dunnage storage compartment shall be constructed of aluminum diamond plate.

The dunnage storage compartment lid shall be made from .125 aluminum diamond plate.

There shall be two gas struts to hold the lid in the open position.

~ PASSENGER SIDE DUNNAGE COMPARTMENT ~

There shall be a 54"L x 17"W x 8"H dunnage storage compartment located on top of the passenger side upper body compartment.

The dunnage storage compartment shall hold 150' of 1.75" double jacket fire hose.

The dunnage storage compartment shall be constructed of aluminum diamond plate.

The dunnage storage compartment lid shall be made from .125 aluminum diamond plate.

There shall be two gas struts to hold the lid in the open position.

~COMPARTMENT MATTING~

All upper compartments, trays and aluminum dunnage shall have dri-deck tile installed.

~ APPARATUS FASTENERS ~

All fasteners utilized for construction of the fire apparatus shall be stainless steel.

~ CORROSION RESISTANCE TREATMENT ~

Electrolysis Corrosion Kontrol shall be utilized throughout the manufacturing process of the apparatus. *or equivalent*

ECK is a proven and patented coating that is utilized to prevent dissimilar metal corrosion of all metals including stainless steel, aluminum, cold rolled steel, and brass.

ECK prevents corrosion by providing a barrier between dissimilar metals, sealing out moisture, and absorbing energy created by a dissimilar metal reaction.

ECK is also dielectric and can be utilized on electrical connections.

TYPE 6 WILDLAND FIRE APPARATUS

CUSTOM SPECIFICATIONS FOR:

City of Krebs, Oklahoma

All stainless steel fasteners utilized in the manufacturing process shall be pre-treated with ECK prior to being utilized on the apparatus.

ECK shall be applied to ANY areas where dissimilar metals come into, or may come into contact with each other.

~ POLYPROPYLENE WATER TANK ~

One (1) polypropylene water tank shall be provided with the apparatus.

The color of the tank shall be black.

The water tank shall have a capacity of 400 gallons.

The integral foam tank shall hold 12 gallons.

The water tank shall be baffled to help prevent sudden movement of the water while driving.

The water tank baffling shall meet or exceed published NFPA standards.

The tank shall have one (1) 8.0" square blue water fill tower with incorporated 3.0" vent / overflow pipe and removable polypropylene screen.

The tank shall have one (1) 8.0" square green foam fill tower with incorporated 3.0" vent / overflow pipe and removable polypropylene screen.

The fill towers shall be located at the front of the water tank.

The water tank shall have one (1) liquid level sight gauge located on the rear wall of the tank.

The water tank shall have a 3.0" FNPT tank suction located on the left lower rear wall of the tank.

The 3.0" tank suction shall be provided with a recessed sump with anti-swirl plate.

The water tank shall have a 1.5" FNPT recirculation fitting.

The water tank shall have a 1.0" FNPT drain fitting located at the rear of the water tank.

The tank drain shall be plumbed to the underside of the fire body with 1.0" stainless plumbing.

A 1.0" stainless steel full port quarter-turn industrial valve shall be provided for the tank drain.

The water tank shall have two (2) heavy duty mounting tabs molded into the floor of the tank.

There shall be two (2) auxiliary mounting blocks located on top of the water tank.

These mounting blocks can be utilized for mounting equipment to the top of the water tank.

The water tank shall have a lifetime warranty.

The tank shall be recessed into the floor of the body.

TYPE 6 WILDLAND FIRE APPARATUS

CUSTOM SPECIFICATIONS FOR:

City of Krebs, Oklahoma

There shall be 8"H raised sides on the tank to facilitate a dunnage storage area. The raised sides shall not encompass the fill towers.

~ STAINLESS STEEL PLUMBING SYSTEM ~

All plumbing on the apparatus shall be heavy duty welded stainless steel plumbing. All plumbing connections shall be completed by either Victaulic couplers or 4-bolt flanges.

When required, a high pressure hose shall be utilized with welded stainless steel fittings.

DISCHARGES

The discharge plumbing from the fire pump to the water distribution manifold shall be plumbed with 2.5" welded stainless steel pipe.

The discharge plumbing shall integrate into the fire pump discharge with a stainless steel 4-bolt flange and shall integrate into the water distribution manifold with a 2.5" Victaulic fitting.

The water distribution manifold shall be a 4.0" square stainless steel tube.

The water distribution manifold shall have the following inlets / outlets:

- One (1) 2.5" Victaulic fitting for the 2.5" plumbing from the fire pump.
- > One (1) 1.5" 4-bolt flange for the walkway whip lines.
- > One (1) 1.5" 4-bolt flange for the rear 1.5" discharge
- > Two (2) 1.0" 4-bolt flange for the booster reels.
- > One (1) 1.0" 4-bolt flange for the 1.0" discharge. A ¾"GH adapter shall be provided.
- One (1) 2.0" Nipple for the monitor valve connection
- One (1) 1.0" 4-bolt flange for the ground sweep plumbing

There shall be one (1) 1.0" water tank refill / recirculation line provided.

The refill / recirculation line shall be controlled by a 1.0" stainless steel full port, full flow gate valve.

The refill / recirculation line plumbing shall be a high pressure hose with welded stainless steel fittings.

There shall be one (1) 1.5" discharge plumbed from the water distribution manifold to the walkway... The discharge shall be plumbed with 1.5" high pressure flexible hose with welded stainless steel fittings.

This discharge shall terminate in the walkway with a welded T and threaded swivels for use on the whip lines.

TYPE 6 WILDLAND FIRE APPARATUS

CUSTOM SPECIFICATIONS FOR:

City of Krebs, Oklahoma

There shall be one (1) 1.5" discharge plumbed from the water distribution manifold to the front of the apparatus. The discharge shall be plumbed with 1.5" high pressure flexible hose with welded stainless steel fittings.

There shall be one (1) 1.5" MNST discharge provided at the rear of the apparatus. The entire 1.5" discharge assembly (manifold to valve – valve to discharge) shall be composed entirely of welded stainless steel and shall contain no threaded connections. The 1.5" discharge shall terminate with MNST threads and shall be provided with a chrome 1.5" rocker lug cap and chain.

There shall be one (1) 1.0" discharge plumbed from the water distribution manifold to the booster reel.

There shall be one (1) 1.0" MNST discharge provided at the rear of the apparatus. The entire 1.0" discharge assembly (manifold to valve – valve to discharge) shall be composed entirely of welded stainless steel and shall contain no threaded connections. The 1.0" discharge shall terminate with MNST threads and shall be provided with a chrome 1.0" rocker lug cap and chain. A 3/4" GH adapter shall be supplied.

The complete discharge plumbing system shall be hydrostatically tested at 300 psi for two (2) minutes.

This shall be completed to test the integrity of the plumbing system and to verify the plumbing system is leak free.

INTAKES

The tank to pump plumbing shall be 3.0" welded stainless steel.

A wire reinforced flexible connection shall be located between the water tank and tank to pump valve, providing for reduced fire pump vibration and ease of service.

The tank to pump plumbing shall connect to the fire pump intake by a Victaulic coupler.

There shall be a 2.5" gated suction intake provided at the rear of the apparatus.

The suction intake shall terminate with a chrome 2.5" FNST swivel connection with integrated suction screen.

The suction intake shall be provided with a chrome 2.5" rocker lug plug and chain.

PLUMBING SYSTEM DRAINS

Drain valves shall be provided to adequately drain the entire plumbing system to prevent freezing.

LABELING

The pump operator's panel, all discharges, and all intakes shall be labeled.

TYPE 6 WILDLAND FIRE APPARATUS

CUSTOM SPECIFICATIONS FOR:

City of Krebs, Oklahoma

APPARATUS VALVES

All discharge and intake valves provided (unless otherwise noted in the specifications) shall be 4-bolt flange brass fire service heavy duty, full flow, quarter-turn discharge valves with chromed handles.

~ APPARATUS FIRE PUMP ~

There shall be one (1) pump with 20-HP gasoline engine mounted at the rear of the apparatus on the aluminum skid pump mounting platform.

Performance

The pump / engine shall perform to the standards of ISO 9 and NFPA 1906.

The fire pump shall have the following performance from draft:

- > 150 GPM @ 100 PSI
- > 50 GPM @ 150 PSI

Pump Primer

The priming pump shall be an oil-less electric primer

Pump Suction

The pump suction inlet shall be a 4.0" victaulic connection.

Pump Discharge

The pump discharge shall be a 2.5" 4 bolt flange connection.

Pump Engine

The engine shall be an overhead valve (OHV) air cooled gasoline engine.

Pump Engine Fuel Supply

The engine shall be plumbed into the chassis fuel system.

~ PUMP OPERATOR'S PANEL ~

There shall be a custom fabricated pump panel located at the rear of the apparatus.

The panel shall be constructed of .125" smooth aluminum plate and shall have a DA sanded finish.

The pump panel shall include the following items:

- ❖ Master On / Off Power Switch
- ❖ Push Button Start

TYPE 6 WILDLAND FIRE APPARATUS

CUSTOM SPECIFICATIONS FOR:

City of Krebs, Oklahoma

- ❖ Choke Control
- ❖ Throttle Control
- ❖ Electric Primer Control
- ❖ One (1) 2.5" 0-400 psi Master Discharge Gauge
- ❖ Low Oil Pressure Warning Light
- ❖ One (1) 12" 36-Light LED Panel Light with Brushed Aluminum Light Shroud
- ❖ Trident foam system controller
- ❖ Scene Light Switch
- ❖ LED Water Level Indicator
- ❖ LED Foam Level Indicator

~ BOOSTER REEL ~

Dual heavy duty booster reels shall be provided, mounted one at each rear corner of the fire body, pulling from the sides.

The booster reel shall be plumbed with 1.0" high pressure hose with welded stainless steel fittings.

The booster reel shall be provided with a 40-amp. automatic reset circuit breaker for added protection of the booster reel motor.

The booster reel shall be provided with a single chrome hose roller and spool assembly.

The booster reel shall be provided with one (1) push button rewind switch, located at the booster reel location.

The booster reel shall have one (1) manual rewind crank assembly. The crank assembly shall be provided loose with the fire apparatus upon delivery.

The driver's booster reel shall be provided with 150' x 1.0" red rubber booster hose with low profile powder coated aluminum couplings.

The passenger side booster reel shall be provided with 200' x 1.0" lightweight booster hose, yellow in color.

Nozzles not included.

~FOAM SYSTEM~

There shall be a through the pump foam induction system installed. Foam will be supplied to all discharges.

~WHIP LINES~

There shall be two (2) 5' x 1.0" forestry whip lines provided in the walkway, connected to the swivel fittings. Nozzles not included.

TYPE 6 WILDLAND FIRE APPARATUS

CUSTOM SPECIFICATIONS FOR:

City of Krebs, Oklahoma

~ NOZZLE CLIP ~

Four (4) holders shall be provided and located as directed by the Fire Department.

~GROUND SWEEPS~

There shall be two (2) ground sweep nozzles provided at the front of the apparatus, located one (1) at the driver front corner and one (1) at the passenger front corner. There shall be two (2) ground sweep nozzles provided at the mid body of the apparatus, located one (1) at the driver front corner of the fire body and one (1) at the passenger front corner of the fire body.

Driver side ground sweeps (front and mid-body) shall be operated with one (1) stainless steel electric valve. Passenger side ground sweeps (front and mid-body) shall be operated with one (1) stainless steel electric valve.

There shall be two (2) ground sweep nozzle switches, one (1) for the driver side ground sweep nozzles and one (1) for the passenger side ground sweep nozzles. The switches shall be located on the center console located in the cab.

Each ground sweep nozzle shall have a protective guard mounted over it.

~ FRONT REMOTE CONTROLLED MONITOR ~

There shall be a Forestry monitor provided at the front of the apparatus, mounted on the full replacement front bumper monitor mounting platform. The monitor shall be mounted so that it can be seen from the driver's seat.

The monitor shall have a 2.25" hard coat anodized aluminum waterway with a durable red powder coat finish.

The monitor shall have a vertical elevation range of 90-degrees above horizontal and 45-degrees below horizontal.

The monitor shall have a 180-degree horizontal travel range (90-degrees each side of center).

The monitor motor control circuits shall utilize position encoders and current limiting to protect the monitors drive train at the ends of travel.

The monitor shall have manual override controls for horizontal movement, vertical movement, and nozzle pattern control.

TYPE 6 WILDLAND FIRE APPARATUS

CUSTOM SPECIFICATIONS FOR:

City of Krebs, Oklahoma

The monitor water flow shall be controlled by an electrically controlled stainless steel full port ball valve.

The valve shall be located at the rear of the apparatus bolted onto the stainless steel main water distribution manifold by a 4-bolt flange.

The monitor shall have a variable pattern, manually adjustable 30-125 GPM nozzle.

The monitor shall have a joystick control module that shall control the monitor's horizontal rotation, vertical elevation, and nozzle pattern.

The joystick shall also have a trigger lever which shall serve as a momentary type control for the monitor's water flow.

The monitor's electric drives and monitor mounted control panel shall be waterproof.

~COOLER STORAGE~

There shall be a cooler storage tray located on the deck, at the rear of the body, between the fire pump and passenger booster reel. This tray shall be designed with a cut out for the cooler drain so the cooler does not need to be removed to drain.

~ APPARATUS EMERGENCY WARNING SYSTEM ~

An emergency warning package shall be provided on the fire apparatus.

The complete emergency warning package shall be compliant to the current edition of NFPA 1906 guidelines.

EMERGENCY LIGHTING

An NFPA LED 56" LED light bar shall be provided.

The light bar shall feature ultra-bright, ultra-wide angle, all linear Super-LED technology. The light bar shall be mounted at the front of the fire body on the light bar mounting platform. The light bar includes alley and takedown lights.

There shall be eight (8) LED light heads with chrome bezels provided.

Each light head shall feature six (6) Super-LED diodes with 69 scan-lock flash patterns. The light heads shall be located as follows:

- ❖ Two (2) at the front of the apparatus, mounted on the full replacement front bumper.
- ❖ One (1) on each chassis front fender.
- ❖ One (1) on each side of the fire body, front

TYPE 6 WILDLAND FIRE APPARATUS

CUSTOM SPECIFICATIONS FOR:

City of Krebs, Oklahoma

- ❖ One (1) on each side of the fire body, rear
- ❖ Two (2) at the rear of the apparatus, mounted on the rear of the fire body.

There shall be 4 rear facing 7" LED light heads installed.

~AUDIBLE WARNING~

One (1) full function siren control head with wired microphone shall be provided and designed to integrate with the multi-function control head.

The siren control head shall be located inside the chassis' cab in the center command console.

One (1) 100-watt siren speaker shall be provided.

The siren speaker shall be mounted at the front of the apparatus, within the full replacement front bumper.

One (1) back-up alarm shall be provided.

The back-up alarm shall have a 97 dB sound output.

The back-up alarm shall be mounted at the rear of the fire body in a protected location.

~SCENE LIGHTS~

There shall be one 20" LED off road bar on the front bumper.

There shall be two (2) 28K lumen, telescoping scene lights mounted on the rear of the upper compartments. Each scene light shall be controlled by a switch on the center console.

~ APPARATUS WORK LIGHTING ~

There shall be four (4) LED work lights provided.

The work lights shall be located as follows:

- ❖ One (1) on each side of the light bar mounting platform, facing the rear of the apparatus.

- ❖ Two (2) at the rear of the fire body

The work lights on the headache rack shall be controlled by a single switch from inside the chassis' cab from the switch module. The work lights at the rear of the apparatus shall be controlled from the rear pump control panel.

There shall be two LED lights in the walkway.

~WIRELESS INTERCOM~

TYPE 6 WILDLAND FIRE APPARATUS

CUSTOM SPECIFICATIONS FOR:

City of Krebs, Oklahoma

There shall be a two person wireless intercom system with headsets installed on the apparatus. The system shall include two (2) wireless, radio transmit headsets.

~DRIP TORCH~

There shall be one (1) drip torch and holder installed on the apparatus. The location shall be determined at the pre-build meeting.

~ APPARATUS REFLECTIVE STRIPING ~

A reflective striping package shall be provided around the perimeter of the apparatus, meeting NFPA 1906 current edition standards.

The reflective striping package shall consist of the following:

- ❖ 1.0" / 4.0" / 1.0" reflective Z stripe on each side of the chassis' body and straight on each upper body compartment door – Color of stripe and design to be determined by the Fire Department.
- ❖ 4.0" reflective stripe within the fire body perimeter extrusion – Color of stripe to be determined by Fire Department.
- ❖ Red / Yellow Chevron pattern reflective striping on rear vertical skirt of fire body.

~ APPARATUS LETTERING ~

Fire Department specific lettering shall be provided on the apparatus as directed by the Fire Department.

COUNTY DEED
PROPERTY ACQUIRED AT RE-SALE

KNOW ALL MEN BY THESE PRESENTS, THAT

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

Whereas, **CLOREN ROYAL** did on the **17TH** day **APRIL 2023**, make to the County Treasurer of said County an offer to purchase from the County the tract, parcel or lot of land hereinafter described; and

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

Whereas, the County Treasurer, at her office in the Court House in Pittsburg County, Oklahoma on the **8TH** day of **MAY 2023**, The same being the date stated in the foregoing notice, did announce that the hereinafter tract, lot or parcel of land was about to be sold and would be sold to the highest competitive bidder, and thereafter, upon due consideration of the original bid offered and advertised and all other bids offered on the day of above mentioned, ascertained officially that

CLOREN ROYAL
210 FRANKLIN AVE
MCKINNEY, TX 75069

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

Thereafter, the Board of County Commissioners of the aforesaid County and State, being in legal meeting at the Court House in said Pittsburg County, Oklahoma, on the **8TH** day **MAY 2023**, and having before it the transcript of proceedings of the County Treasurer in the sale of the hereinafter described tract, parcel, or lot of land as aforesaid, upon due consideration found said proceedings to be according to law, that said had in fact made the highest competitive bid therefor and had made full tender in cash in hand for the amount bid and in addition the separate and additional charges accrued by reason of costs of said sale, that said sale should be approved; and then did, by order, duly made and entered on its records, approve said sale and directed its Chairman to execute a deed for the same to the grantee, herein.

Now, THEREFORE, this indenture, made this ^{15th JH} ~~8th~~ day of **MAY 2023** between Pittsburg County, State of Oklahoma, by **CHARLIE ROGERS**, the Chairman of the Board of County Commissioners of said County, of the First Part, and the said **CLOREN ROYAL** of the Second Part.

WITNESSETH, That the said Party of the First Part for and in consideration of the premises, and the sum of **\$250.00**


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

E/2 LOT 7 BLK 533 SO MCALESTER

In the County of Pittsburg, State of Oklahoma.

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

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

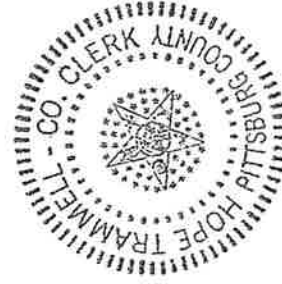

Chairman, Board of County Commissioners
Pittsburg County, State of Oklahoma

ACKNOWLEDGMENT

STATE OF OKLAHOMA
County of Pittsburg

Before me, Hope Trammell, the County Clerk in and for said County and State, on this the 15th day of May 2023, personally appeared **CHARLIE ROGERS** known to be the duly qualified acting Chairman of the Board of County Commissioners of Pittsburg County, State of Oklahoma, and the identical person who executed the above and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed as such Chairman of said Board and as the free and voluntary act and deed of Pittsburg County, State of Oklahoma, for the uses and purposes therein set forth.

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




County Clerk Pittsburg County, State of Oklahoma

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

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

I, Jennifer Lenox-Hackler, the undersigned County Treasurer, herewith tender my report of sale to Pittsburg Board of County Commissioners

E/2 LOT 7 BLK 533 SO MCALESTER-\$250.00

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

On **APRIL 17th, 2023** an offer was made by **CLOREN ROYAL**

1. to purchase the above-described property from the County for the sum of **\$250.00**

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

3. **5/4/23**

1. **4/20/23**

2. **4/27/23**

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

3. On the **17th day of APRIL 2023**, the same being the date specified in said notice, I announced that the foregoing described property was about to be sold and would be sold to the highest competitive bidder for cash in hand or to the original bidder if there be no higher price offered, whereupon, including the bid and bidder named in the published notice; the following bids were submitted:

(a) By #1 **CLOREN ROYAL** for the sum of \$ **250.00**

(b) By # _____ for the sum of \$ _____

(c) By # _____ for the sum of \$ _____

(d) By # _____ for the sum of \$ _____

(e) By # _____ for the sum of \$ _____

4. No further bids being offered; it was ascertained that:

(a) #1 **CLOREN ROYAL** had offered the highest competitive bid.

(b) that the highest competitive bid was in the sum of \$ **250.00**

(c) that the additional and separate charge for apportioned cost was \$ **92.02**

(d) that the total to be paid, including deed, was the sum of \$ **360.02**

5. Receipt is hereby acknowledged from the sum of \$ **360.02**

THREE HUNDRED SIXTY AND 2/100 the same being tender in full of the foregoing total bid and apportioned costs, and the same has been deposited in the County Treasurer's Depository Account pending approval of sale and issuance of deed.

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

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

Signed: **McAlester, Oklahoma, this 8th day of MAY 2023**

Janice Lenox-Hackler
County Treasurer



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

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

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

1. That _____

NO _____
Report and Approval
of

Sale
of

COUNTY PROPERTY
ACQUIRED AT RESALE

SOLD TO

CLOREN ROYAL

STATE OF OKLAHOMA
County of Pittsburg

ss. _____

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

recorded in Book _____ Page _____

_____ County Clerk

_____ Deputy



Hope Trammell
County Clerk

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

_____ Chairman

_____ Member

_____ Member

_____ Member

_____ Member

_____ Member

_____ Member

_____ Member

_____ Member

_____ Member

_____ Member

_____ Member

JENNIFER LENOX-HACKLER, County Treasurer

DEPUTIES

DEPUTIES

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

CINDY COOK
TAMMY ROBERTS
BROOKE OLIVER

SUMMER ROGERS
MORGAN CREEKMORE
KELSEY MITCHELL

¹⁵
5-8-23 JH

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY
MCALESTER, OK 74501

23-297

RESOLUTION FOR COUNTY COMMISSIONERS' SALE

THE COUNTY ACQUIRED: SEE EXHIBIT "A" BELOW, THROUGH A RESALE PROPERTY DEED. THIS LETTER IS A REQUEST TO DECLARE THIS PROPERTY SURPLUS PROPERTY, AND APPROVE THE COMMISSIONER'S SALE HELD **MAY 8TH, 2023** THIS PROPERTY WAS BID ON AT THE SALE HELD **MAY 8TH, 2023**. THE SALE WAS ADVERTISED IN THE NEWSPAPER THE REQUIRED LENGTH OF TIME AND SOLD TO THE HIGHEST BIDDER. ATTACHED YOU WILL FIND A TRANSCRIPT OF THE PROCEEDINGS OF THE SALE.

EXHIBIT "A"

E/2 LOT 7 BLK 533 SO MCALESTER-\$250.00

THANK YOU

Jennifer Lenox-Hackler
JENNIFER LENOX-HACKLER
COUNTY TREASURER

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

Chris G...
CHAIRMAN

...
MEMBER

...
MEMBER

ATTEST:

Gloria Trammell
COUNTY CLERK



JENNIFER LENOX-HACKLER, County Treasurer

DEPUTIES

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

DEPUTIES

CINDY COOK
TAMMY ROBERTS
BROOKE OLIVER

SUMMER ROGERS
MORGAN CREEKMORE
KELSEY MITCHELL

5-8-23

COMMISSIONERS SALE MINUTES

E/2 LOT 7 BLK 533 SO MCALESTER-\$250.00

THE SALE STARTED AT 10:00 A.M. WITH CLOREN ROYAL
ATTENDING. THE SALE WAS CLOSED AT 10:00 A.M. WITH THE
PROPERTY GOING TO CLOREN ROYAL AS THE ONLY BIDDER.

THANK YOU,



JENNIFER LENOX-HACKLER

Mutual Agreement

This agreement is hereby entered into by Pittsburg County District 1 and Donald Wade Mathis for the extraction of shell from property owned by Mr. Mathis for use by Pittsburg County District 1 to be used on ~~Nail~~ ^{Nale} Road.

Mr. Mathis will receive no monetary payment for the extraction of the shell although Pittsburg County District 1 agrees to improve the road to the shell pit and to reset an existing cattle guard on Mr. Mathis' property.

This mutual agreement is entered into by both parties on May, 4 2023 and will expire in one year.


Charlie W Rogers, Pittsburg County District 1 Commissioner

May 4, 2023


Donald Wade Mathis

May 4, 2023



CANON FINANCIAL SERVICES, INC. ("CFS")
 Remittance address: 14904 Collections Center Drive
 Chicago, Illinois 60693 (800) 220-0200

MUNICIPAL FINANCE AGREEMENT

CFS-1045 (05/17)

CFS' AGREEMENT NUMBER	1940116
PHONE ("Customer")	(918) 423-7323
CITY	PITTSBURG
COUNTY	PITTSBURG
STATE	OK
ZIP	74501
CITY	MCINOSH
COUNTY	MCINOSH
STATE	OK
ZIP	74432

CUSTOMER (FULL LEGAL NAME)
 PITTSBURG COUNTY, OKLAHOMA

BILLING ADDRESS
 115 CARL ALBERT PKWY RM 201

EQUIPMENT ADDRESS
 107 MCKINLEY SUITE 6

DBA
 DISTRICT 18 DRUG COURT

CITY
 MCALESTER

CITY
 EUFAULA

PHONE
 ("Customer") (918) 423-7323

STATE
 OK

STATE
 OK

EQUIPMENT INFORMATION			NUMBER AND AMOUNT OF PAYMENTS	
Quantity	Serial Number	Make/Model/Description	Number of Payments	Total Payment *
1	2WU03361	CANON IMR-525iF COPIER SYSTEM	60	45.00
TERM: 60 months PAYMENT FREQUENCY: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other:			* Plus Applicable Taxes	

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

ACCEPTED


CANON FINANCIAL SERVICES, INC.

By: _____

Title: _____

Date: _____

AUTHORIZED CUSTOMER SIGNATURE

By:  Title: Chairman, BOCC

Printed Name: Charlie Rogers Email Address: _____

By: X _____ Title: _____

Printed Name: _____ Email Address: _____

ACCEPTANCE CERTIFICATE

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

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

Signature:  Printed Name: _____ Title (if any): _____ Date: _____

TERMS AND CONDITIONS

1. **AGREEMENT:** CFS leases to Customer, a _____ [state name or political subdivision or agency] of _____ Oklahoma [State name] with its chief executive office at _____, and Customer leases from CFS, with its place of business at 158 Gaither Drive, Suite 200, Mount Laurel, New Jersey 08054, all the equipment described above, together with all replacement parts and substitutions for and additions to such equipment ("Equipment"), upon the terms and conditions set forth in this Municipal Finance Agreement ("Agreement").

2. **TERM OF AGREEMENT:** This Agreement shall be effective on the date the Equipment is delivered to Customer ("Commencement Date"), provided Customer executes CFS' form of acceptance ("Acceptance Certificate") or otherwise accepts the Equipment as specified herein. The term of this Agreement begins on the date accepted by CFS or any later date that CFS designates ("Agreement Date"), and shall consist of the payment periods specified above. After acceptance of the Equipment, Customer shall have no right to revoke such acceptance or cancel this Agreement during the term hereof, except as set forth herein. The term of this Agreement shall end, unless sooner terminated by CFS after an event of default or under the Fiscal Funding provision, when all amounts required to be paid by Customer under this Agreement have been paid as provided. Except as provided herein, Customer has no right to return the Equipment to CFS.

3. **PAYMENTS:** Customer agrees to pay to CFS, as invoiced, during the term of this Agreement, (a) the payments specified under "Number and Amount of Payments" above, and (b) such other amounts permitted hereunder as invoiced by CFS and (c) on Schedule 1 attached hereto (collectively, "Payments"). Such Payments are comprised of the principal and interest thereon. The amount of each Payment is based on the supplier's best estimate of the cost of the Equipment. Customer authorizes CFS to adjust the Payment by up to fifteen percent (15%) if the actual total cost of the Equipment, including any sales or use tax, is more or less than originally estimated. Customer's obligation to pay all amounts due under this Agreement and all other obligations hereunder shall be absolute and unconditional and is not subject to any abatements, set-off, defense or counterclaim for any reason whatsoever.

4. **APPLICATION OF PAYMENTS:** All Payments received by CFS from Customer under this Agreement will be applied to amounts due and payable hereunder chronologically, based on the date of the charge as shown on the invoice for each such amount and among amounts having the same date in such order as CFS, in its discretion, may determine.

5. **NO CFS WARRANTIES:** CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER DEALER OR SUPPLIER OF THE EQUIPMENT. CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED "AS IS" AND IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT CFS HAS MADE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUITABILITY OR DURABILITY OF THE EQUIPMENT, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any warranty with respect to the Equipment made by the manufacturer, dealer, or supplier is separate from, and is not a part of, this Agreement and shall be for the benefit of CFS, Customer and CFS' successors or assignees, if any. So long as Customer is not in breach or default of this Agreement, CFS assigns to Customer any warranties (including those agreed to between Customer and the manufacturer, dealer or supplier) which CFS may have with respect to any item of Equipment; provided that the scope and limitations of any such warranty shall be solely as set out in any agreement between Customer and such manufacturer, dealer, or supplier or as otherwise specified in warranty materials from such manufacturer, dealer, or supplier and shall not include any implied warranties arising solely from CFS' acquisition of the Equipment. CUSTOMER ACKNOWLEDGES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OF THIS AGREEMENT OR ANY SCHEDULE, OR TO MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THIS AGREEMENT OR THE EQUIPMENT ON BEHALF OF CFS.

6. **FISCAL FUNDING:** Customer warrants that it has funds available to pay Payments payable pursuant to this Agreement until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of this Agreement. The officer of Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to CFS under this Agreement, if notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to CFS for the Equipment. Customer may, upon prior written notice to CFS, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to CFS, at appropriate funds to be paid to CFS for the Equipment. Customer may, upon prior written notice to CFS, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to CFS, at Customer's expense and in accordance with this Agreement, and thereupon, Customer shall be released of its obligation to make Payments to CFS due thereafter and title to the Equipment shall be vested in CFS, provided: (1) the Equipment is returned to CFS as provided for in the Agreement; (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; (3) such notice is accompanied by payment of all amounts then due to CFS under this Agreement; and (4) Customer executes a bill of sale and other documents requested by CFS to evidence the return of title in the Equipment to CFS. In the event Customer returns the Equipment pursuant to the terms of this Agreement, CFS shall retain all sums paid by Customer. Customer's Payment obligations under this Agreement in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in this Agreement shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for this Agreement and the Equipment.

7. **ACCEPTANCE; DELIVERY:** Customer's execution of the Acceptance Certificate, or other confirmation of Customer's acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of this Agreement and Customer may not for any reason revoke that acceptance; however, if Customer has not, within ten (10) days after delivery of such Equipment, delivered to CFS written notice of non-acceptance, specifying the reasons therefor and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted such Equipment. CFS is the lessor and Customer is the lessee of the Equipment under this Agreement. As between CFS and Customer only, this Agreement shall supersede any Customer purchase order in its entirety, notwithstanding anything to the contrary contained in any such purchase order. Customer agrees to waive any right of specific performance of this Agreement and shall hold CFS harmless from damages if for any reason the Equipment is not delivered as ordered, if the Equipment is unsatisfactory or if CFS does not execute this Agreement. Customer agrees that any delay in delivery of the Equipment shall not affect the validity of this Agreement.

8. **LOCATION; LIENS; NAMES; OFFICES:** Customer shall not move the Equipment from the location specified herein except with the prior written consent of CFS. Customer shall keep the Equipment free and clear of all claims and liens other than those in favor of CFS. Customer's legal name (as set forth in its constituent documents filed with the appropriate governmental office or agency) is as set forth herein. The chief executive office address of Customer is as set forth herein. Customer shall provide CFS with written notice at least thirty (30) days prior to any change of its legal name or chief executive office address, and shall execute and deliver to CFS such documents as required or appropriate.

9. **WARRANTY OF BUSINESS PURPOSE; USE; PERSONAL PROPERTY; FINANCING STATEMENTS:** Customer represents and warrants that the Equipment will not be used for personal, family, or household purposes. Customer shall comply with all laws and regulations relating to the use and maintenance of the Equipment. Customer shall put the Equipment only to the use contemplated by the manufacturer. The Equipment shall remain personal property regardless of whether it becomes affixed to real property or permanently rests upon any real property or any improvement to real property. Customer authorizes CFS (and any third party filing service designated by CFS) to execute and file (a) financing statements evidencing the interest of CFS in the Equipment (including forms containing a broader description of the Equipment than the description set forth herein), (b) continuation statements in respect thereof, and (c) amendments thereto, and Customer irrevocably waives any right to notice thereof.

10. **INDEMNITY:** Customer shall reimburse CFS for and defend CFS against any claim for losses or injury caused by the Equipment. This Section shall survive termination of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Thomas Insulation

Invoice

Thomas Insulation
31120 S. Tucker Knob Road
Kinta Ok 74552
US

918-413-2537

j.thomasinsulation@yahoo.com

BILL TO
Arrowhead Estates Fire Department
Arrowhead Estates
Canadian Ok
214-683-2377

Invoice # 10130
Date 05/5/2023

Item	Quantity	Price	Amount
Spray Foam Fire Department Remove insulation off ext walls 2" closed cell sprayed roofline, flash coat perlins 1" closed cell sprayed ext walls	1	\$15,300.00	\$15,300.00

Subtotal \$15,300.00

Total \$15,300.00

Amount Due

\$15,300.00

CARPENTER INSULATION
113258 S. 4100 RD
EUFAULA, OK 74432



Arrowhead Estates Fire Department

QUOTE

Quote # 0000003

Quote Date 04/18/2023

Item	Description	Unit Price	Quantity	Amount
Product	1 INCH CLOSED CELL- WALLS			
Product	2 INCH CLOSED CELL- CEILING	16000.00	1.00	16,000.00
NOTES: CUSTOMER REQUEST COMBINED QUOTE FOR CLOSED CELL INSULATION IN WALLS AND CEILING				
		Subtotal		16,000.00
		Total		16,000.00
		Amount Paid		0.00
		Quote		\$16,000.00

Triple G Insulation, LLC

PO Box 1740

Eufaula, OK 74432

Phone: (918) 510-3626

E-mail bradypearce@icloud.com



Estimate

Date	Estimate #
4/17/2023	1944

Arrowhead Estates Fire Dept
Darren Bartlett
214-683-2377

PLEASE NOTE: The nature of foam when applied is wavy. Any given foam thickness is based on an average. Some areas could be a little less, and others will be more.

Project	
Description	Total
Arrowhead Estates FD	
1" Closed Cell Walls foam	4,970.00
2" Closed Cell Roofline foam	12,760.00
Cut out old insulation on walls only	850.00
Tape off pine walls, garage doors, and fire gear area	500.00
*** Fire Department to remove old roofline insulation prior to foam being applied	
*** Triple G is not responsible for hauling off old insulation	
*** No foam is to be applied behind wood walls	
1 Corinthians 10:31 Giving God the Glory!	
Total	\$19,080.00

Sheetrock or solid backing material needs to be in place on any interior walls sprayed. Triple G Coatings not responsible for any over spray. These are to be covered by owner. Acceptance of Estimate _____ Date _____

THIS QUOTE IS SUBJECT TO REVISION AFTER THIRTY (30) DAYS FROM BID DATE.
TERMS: MATERIAL DRAW UP FRONT, LABOR DRAW AS NEEDED

Pittsburg County, OKLAHOMA
LEASE PURCHASE AGREEMENT

This agreement is made this **May 15, 2023** by and between the Board of County Commissioners of **Pittsburg County, Oklahoma**, designated throughout this agreement as the Lessee, and **Freedom Ford**, designated throughout this agreement as the Lessor.

I. Equipment

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

<u>Make</u>	<u>Model</u>	<u>Description</u>	<u>Serial #</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Lease Purchase Price</u>
2023 Ford	F150	Police Responder Crew Cab	1FTFW1P83PKE13541	1	\$45,169.20	\$50,236.80

together with equipment, accessions, additions, and attachments thereto.

II. Payment Of Lease Purchase Installments

In consideration of the agreement by the Lessor to lease purchase the equipment, the Lessee promises to pay the Lessor, for the equipment, the sum of **\$1,046.60** per **month**, (see enclosed payment schedule) during the term of this agreement or any renewal of the agreement

III. Lease Term

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

IV. Option To Renew

The Lessee is hereby granted **3** successive options to renew this lease for additional terms not to exceed one fiscal year each, plus one final option to renew this lease for a period of **11** months, all upon the same terms and conditions, provided that such options may be exercised, as a matter of right, solely and exclusively by the Lessee, the exercise of any such option shall be accomplished by the issuance of a purchase order upon or within thirty (30) days after the expiration of the terms of this lease or any renewal then in effect.

V. Title To Equipment

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

VI. Option To Purchase

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

VII. Delivery And Return Of Equipment

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

VIII. Repairs And Maintenance

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

IX. Taxes

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

X. Insurance

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

XI. Patents

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

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

XII. Funding

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

XIII. Assignment

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

XIV. Road Machinery and Equipment

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

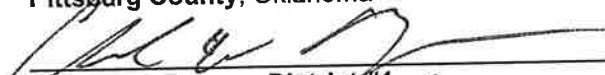
XV. Entire Agreement Of The Parties And Severability

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

XVI. Choice Of Law

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

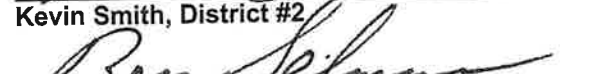
Approved by the Board of County Commissioners At
Pittsburg County, Oklahoma



Charlie W. Rogers, District #1



Kevin Smith, District #2

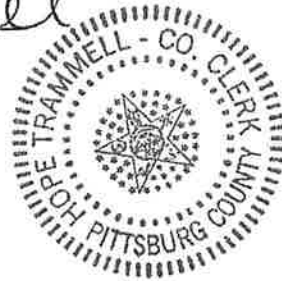


Ross Selman, District #3

FOR THE LESSOR: **Freedom Ford**

ATTEST: 

Hope Trammell, County Clerk



SCHEDULE OF RENTAL PAYMENTS

Lease No. 125516

This Schedule is executed by **Freedom Ford** ("Lessor") and **Pittsburg County** ("Lessee"), as a supplement to, and is hereby attached to and made a part of that certain Lease Purchase Agreement For Equipment dated as of **May 15, 2023** ("Lease"), between Lessor and Lessee.

EQUIPMENT LOCATION: Sheriff's Department

PAYMENT SCHEDULE:

RATE: STATE CONTRACT

Equipment Cost \$45,169.20

	<u>Date</u>	<u>Payment</u>	<u>Interest</u>	<u>Principal</u>	<u>Balance</u>
Loan	05/15/2023				45,169.20
1	06/15/2023	1,046.60	203.29	843.31	44,325.89
2	07/15/2023	1,046.60	193.06	853.54	43,472.35
3	08/15/2023	1,046.60	195.65	850.95	42,621.40
4	09/15/2023	1,046.60	191.83	854.77	41,766.63
5	10/15/2023	1,046.60	181.91	864.69	40,901.94
6	11/15/2023	1,046.60	184.09	862.51	40,039.43
7	12/15/2023	1,046.60	174.39	872.21	39,167.22
8	01/15/2024	1,046.60	176.28	870.32	38,296.90
9	02/15/2024	1,046.60	172.36	874.24	37,422.66
10	03/15/2024	1,046.60	157.56	889.04	36,533.62
11	04/15/2024	1,046.60	164.43	882.17	35,651.45
12	05/15/2024	1,046.60	155.28	891.32	34,760.13
13	06/15/2024	1,046.60	156.44	890.16	33,869.97
14	07/15/2024	1,046.60	147.52	899.08	32,970.89
15	08/15/2024	1,046.60	148.39	898.21	32,072.68
16	09/15/2024	1,046.60	144.35	902.25	31,170.43
17	10/15/2024	1,046.60	135.76	910.84	30,259.59
18	11/15/2024	1,046.60	136.19	910.41	29,349.18
19	12/15/2024	1,046.60	127.83	918.77	28,430.41
20	01/15/2025	1,046.60	127.96	918.64	27,511.77
21	02/15/2025	1,046.60	123.82	922.78	26,588.99
22	03/15/2025	1,046.60	108.09	938.51	25,650.48
23	04/15/2025	1,046.60	115.44	931.16	24,719.32
24	05/15/2025	1,046.60	107.66	938.94	23,780.38
25	06/15/2025	1,046.60	107.03	939.57	22,840.81
26	07/15/2025	1,046.60	99.48	947.12	21,893.69
27	08/15/2025	1,046.60	98.54	948.06	20,945.63
28	09/15/2025	1,046.60	94.27	952.33	19,993.30
29	10/15/2025	1,046.60	87.08	959.52	19,033.78
30	11/15/2025	1,046.60	85.66	960.94	18,072.84
31	12/15/2025	1,046.60	78.72	967.88	17,104.96
32	01/15/2026	1,046.60	76.98	969.62	16,135.34
33	02/15/2026	1,046.60	72.62	973.98	15,161.36
34	03/15/2026	1,046.60	61.63	984.97	14,176.39
35	04/15/2026	1,046.60	63.80	982.80	13,193.59
36	05/15/2026	1,046.60	57.46	989.14	12,204.45
37	06/15/2026	1,046.60	54.93	991.67	11,212.78
38	07/15/2026	1,046.60	48.84	997.76	10,215.02
39	08/15/2026	1,046.60	45.97	1,000.63	9,214.39

40	09/15/2026	1,046.60	41.47	1,005.13	8,209.26
41	10/15/2026	1,046.60	35.76	1,010.84	7,198.42
42	11/15/2026	1,046.60	32.40	1,014.20	6,184.22
43	12/15/2026	1,046.60	26.94	1,019.66	5,164.56
44	01/15/2027	1,046.60	23.24	1,023.36	4,141.20
45	02/15/2027	1,046.60	18.64	1,027.96	3,113.24
46	03/15/2027	1,046.60	12.66	1,033.94	2,079.30
47	04/15/2027	1,046.60	9.36	1,037.24	1,042.06
48	05/15/2027	1,046.60	4.54	1,042.06	0.00
Grand Totals		50,236.80	5,067.60	45,169.20	

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

LESSEE: Pittsburg County

BY: 
Charlie W. Rogers

TITLE: Commissioner Chairman

CERTIFICATE OF ACCEPTANCE

I, the undersigned, hereby certify that I am the duly qualified and acting County Commissioner Chairman, for Pittsburg County, State of Oklahoma ("Lessee") with respect to the Lease Purchase Agreement For Equipment dated May 15, 2023, (the "Lease"), by and between the Freedom Ford, ("Lessor") and Lessee, and that:

1. The equipment described in the Lease (the "Equipment") has been delivered and installed in accordance with the Specifications (as that term is defined in the Lease) and has been irrevocably accepted by Lessee.

2. The rental payments provided for in the Lease (the "Rental Payments") shall commence and be due and payable on June 15, 2023, and the 15th of each month thereafter in accordance with the Lease.

3. Lessee has appropriated and/or taken all other lawful actions necessary to provide monies sufficient to pay all Rental Payments required to be paid under the Lease during the fiscal year of Lessee for which monies have been appropriated and such monies will be applied in payment of all Rental Payments due and payable during such current fiscal year.

4. Lessee is exempt from all personal property taxes, and is exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.

5. Equipment Description: **2023 Ford F150 Police Responder Crew Cab VIN:1FTFW1P83PKE13541 together with equipment, accessions, additions, and attachments thereto.**

DATED: May 15, 2023

By: 
Charlie W. Rogers

Title: Commissioner Chairman

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

INSURANCE COVERAGE REQUIREMENTS

In accordance with Section 10 of the Equipment Lease Purchase Agreement dated as **May 15, 2023** ("Lease") by **Freedom Ford** ("Lessor") and **Pittsburg County** ("Lessee"). "Lessor" has assigned the Equipment Lease Purchase Agreement and all rights to the **Welch State Bank, P.O. Box 129 Welch, Ok 74369, 918-788-3373**. Lessee has instructed their insurance agent named below (please fill in name, address and telephone number)

Company: Oklahoma Municipal Assurance Group

Address: 3650 S. Boulevard, Edmond, OK 73013-5581

Telephone: 405-657-1400

To issue:

All Risk Physical Damage Insurance on the Equipment (as defined in the Agreement) evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming the Lessor and/or its Assignee, as loss payee.
Coverage Required-Full Replacement Value

Public Liability Insurance evidenced by a Certificate of Insurance, naming the Lessor and/or its Assignee as Additional Insured, with the following minimum coverage:

\$500,000.00 per person
\$500,000.00 aggregate bodily injury liability
\$300,000.00 property damage liability

or

Pursuant to Section 10 of the Agreement, Lessee is self insured for all risk, physical damage and public liability and will provide proof of such self insurance in letter form together with a copy of the statute authorizing this form of insurance.

Cost: \$45,169.20

Equipment Description: 2023 Ford F150 Police Responder Crew Cab VIN:1FTFW1P83PKE13541 together with equipment, accessions, additions, and attachments thereto.

Equipment Location: Sheriff's Department

Lessee: **Pittsburg County**

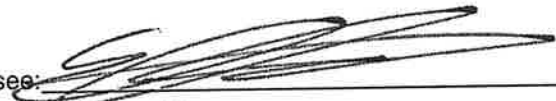
By: 
Charlie W. Rogers

Title: Commissioner Chairman

OPINION OF COUNSEL

With respect to that certain Lease-Purchase Agreement for Equipment ("Lease") dated May 15, 2023 by and between Lessor and Lessee. I am of the opinion that:

(i) Lessee is a tax exempt entity under section 103 of the Internal Revenue Code of 1986, as amended; (ii) the execution, delivery and performance by Lessee of the Lease have been duly authorized by all necessary action on the part of Lessee; (iii) the Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms and all statements contained in the Lease and all related instruments are true; (iv) there are no suits, proceedings or investigations pending or, to my knowledge, threatened against or affecting Lessee, at law or in equity, or before or by any governmental or administrative agency or instrumentality which, if adversely determined, would have a material adverse effect on the transaction contemplated in the Lease or the ability of Lessee to perform its obligations under the Lease and Lessee is not in default under any material obligation for the payment of borrowed money, for the deferred purchase price of property or for the payment of any rent under any lease agreement which either individually or in the aggregate would have the same such effect; and (v) all required public bidding procedures regarding the award of the Lease have been followed by Lessee and no governmental orders, permissions, consents, approvals or authorizations are required to be obtained and no registrations or declarations are required to be filed in connection with the execution and delivery of the Lease.

Counsel for Lessee: 
By: Chuck Sullivan
Title: District Attorney
Date: 5/11/2023

**CERTIFICATE WITH RESPECT TO
QUALIFIED TAX-EXEMPT OBLIGATION**

1. This certificate with respect to qualified tax-exempt obligations (the "Certificate") is executed for the purpose of establishing that the Lease has been designated by Lessee as a qualified tax exempt obligation of Lessee for purposes of Section 265(b)(3)(B) of the Tax Reform Act of 1986.
2. Lessee is a political subdivision of the State of Oklahoma and the Lease is being issued by Lessee in calendar year 2022-2023.
3. No portion of the gross proceeds of the Lease will be used to make or finance loans to persons other than governmental units or be used in any trade or business carried on by any person other than a governmental unit.
4. The Lease is issued to provide financing as a qualified project bond within the meaning of the Act.
5. Including the Lease herein so designated, Lessee has not designated more than \$10,000,000.00 of obligations issued during calendar year 2022-2023 as qualified tax-exempt obligations. Lessee reasonably anticipates that the total amount of qualified tax-exempt obligations to be issued by Lessee during the current calendar year will not exceed \$10,000,000.00.
6. Lessee reasonably anticipates that the total amount of qualified tax-exempt obligations to be issued by Lessee during the calendar year 2022-2023 will not exceed \$10,000,000.00.
7. This Certificate is based on facts and circumstances in existence on this date.

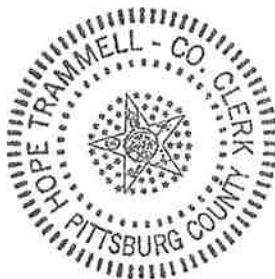
IN WITNESS WHEREOF, I have set my hand this May 15, 2023.

Lessee: **Pittsburg County**

By: 
Charlie W. Rogers

Title: Commissioner Chairman

Attest: 
Hope Trammell, County Clerk



May 15, 2023

Pittsburg County
115 E. Carl Albert Parkway
McAlester, OK 74501

Re: Lease Purchase Agreement For Equipment dated May 15, 2023, between Freedom Ford, Lessor, and Pittsburg County, Lessee.

Dear Board of County Commissioners:

Please be advised that Freedom Ford has assigned and transferred to Welch State Bank, all of its right, title and interest in and to the above-described Lease Purchase Agreement For Equipment, including title to the property leased thereunder and the right to receive lease payments. A copy of the assignment is enclosed for your file. Please note the fact of this assignment in your records (as required by Section 149(a) of the Internal Revenue Code of 1986) and make all further payments to:

Welch State Bank
P.O. Box 129
Welch, OK 74369

Please acknowledge your receipt of this notice by returning a copy, signed by a duly authorized officer in the space provided below.

Sincerely,

WELCH STATE BANK

ACKNOWLEDGED:

By: Sherri Mount, Senior Vice President


By: Charlie W. Rogers

Title: Commissioner Chairman

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE entered into this May 15, 2023 by and between **Freedom Ford** (herein "Assignor") and **Welch State Bank** (herein "Assignee").

IN CONSIDERATION of the mutual agreements and understandings herein contained, in consideration of One Dollar (\$1.00) and other good valuable consideration, the parties hereto agree as follows:

1. Assignor hereby assigns to Assignee its entire right, title and interest in and to that certain Lease Purchase Agreement dated May 15, 2023 and entered into by and between Assignor and the Board of County Commissioners of Pittsburg County (herein "Lease"), together with Assignor's right to receive all rent and other monies thereunder, and all of Assignor's right title and interest in and to any guaranties or other rights and interest granted to Assignor to secure the payment due under the terms of the Lease.

2. Assignor represents, warrants and covenants to Assignee as follows:

(A) The Lease has been duly and validly executed by all parties thereto.

(B) No act of default in the Lease has occurred to date since the execution of this Assignment.

3. The rights and privileges of Assignee under this agreement shall inure to the benefits of its successors and assigns. All covenants, representations, warranties, and agreements of Assignor contained in this agreement shall bind Assignor's successors and assigns.

4. If any provision of this Agreement shall for any reasons be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and this Assignment shall be construed as if such invalid or unenforceable provision had never been contained herein.

5. It is the intention of the parties that this Agreement be governed by the laws of the state of Oklahoma.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

ASSIGNOR: Freedom Ford

ASSIGNEE: **Welch State Bank**

By: _____

By: _____
Sherri Mount, Senior Vice President

WELCH STATE BANK



INVOICE

396 S. Commercial
PO Box 129
Welch, OK 74369
Ph. 918-788-3373
Fax 918-788-3364

May 15, 2023

To: **Pittsburg County
Sheriff's Department
115 E. Carl Albert Parkway
McAlester, OK 74501**

Reference: **Lease/Purchase #125516**

QUANTITY	DESCRIPTION	TOTAL
1	Lease # 125516 - Payment #1 per Payment Schedule 2023 Ford F150 Police Responder Crew Cab VIN:1FTFW1P83PKE13541	\$1,046.60
Total Due		\$1,046.60
Date Due:		June 15, 2023

THANK YOU FOR YOUR BUSINESS!

Please remit payment to: **Welch State Bank
PO Box 129
Welch, OK 74369**

CUT ON LINE AND RETURN BOTTOM PORTION WITH PAYMENT

Payment #	Account #	Due Date	Amount Due
1	125516	June 15, 2023	\$1,046.60

Welch State Bank
PO Box 129
Welch, OK 74369

**Pittsburg County
Sheriff's Department**

2023 Ford F150 Police Responder Crew Cab
VIN:1FTFW1P83PKE13541

**Information Return for Small Tax-Exempt
 Governmental Bond Issues, Leases, and Installment Sales**


OMB No. 1545-0047

▶ **Under Internal Revenue Code section 149(e)**
Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.
 ▶ **Go to www.irs.gov/Form8038GC for instructions and the latest information.**

Part I Reporting Authority		Check box if Amended Return <input type="checkbox"/>	
1 Issuer's name Pittsburg County		2 Issuer's employer identification number (EIN) 73-6006407	
3 Number and street (or P.O. box if mail isn't delivered to street address) 115 E Carl Albert Parkway		Room/suite	
4 City, town, or post office, state, and ZIP code McAlester, OK 74501		5 Report number (For IRS Use Only)	
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information Hope Trammell, County Clerk		7 Telephone number of officer or legal representative 918-423-6865	

Part II Description of Obligations		Check one box: <input checked="" type="checkbox"/> Single issue <input type="checkbox"/> Consolidated return	
8a Issue price of obligation(s) (see instructions)		8a	45,169.20
b Issue date (single issue) or calendar date (consolidated). Enter date in MM/DD/YYYY format (for example, 01/01/2009) (see instructions) ▶	05/15/2023		
9 Amount of the reported obligation(s) on line 8a that is:		9a	45,169.20
a For leases for vehicles		9b	
b For leases for office equipment		9c	
c For leases for real property		9d	
d For leases for other (see instructions)		9e	
e For bank loans for vehicles		9f	
f For bank loans for office equipment		9g	
g For bank loans for real property		9h	
h For bank loans for other (see instructions)		9i	
i Used to refund prior issue(s)		9j	
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)		9k	
k Other			
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box			<input checked="" type="checkbox"/>
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions)			<input type="checkbox"/>
12 Vendor's or bank's name: Welch State Bank			
13 Vendor's or bank's employer identification number:	73-0504830		

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

Signature and Consent			Charlie W. Rogers, Commissioner
	Signature of issuer's authorized representative	Date	Type or print name and title

Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name ▶	Firm's EIN ▶			
	Firm's address ▶	Phone no.			

Future Developments
 For the latest information about developments related to Form 8038-GC and its instructions, such as legislation enacted after they were published, go to www.irs.gov/Form8038GC.

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

Purpose of Form
 Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File
 Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.
 Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Bonds.
Filing a separate return for a single issue.
 Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.
 An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate. See the instructions for line 11, later.

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that aren't reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.
 Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

Pittsburg County, OKLAHOMA

LEASE PURCHASE AGREEMENT

This agreement is made this **May 15, 2023** by and between the Board of County Commissioners of Pittsburg County, Oklahoma, designated throughout this agreement as the Lessee, and Freedom Ford, designated throughout this agreement as the Lessor.

I. Equipment

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

<u>Make</u>	<u>Model</u>	<u>Description</u>	<u>Serial #</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Lease Purchase Price</u>
2023 Ford	F150	Police Responder Crew Cab	1FTFW1P85PKE13587	1	\$45,169.20	\$50,236.80

together with equipment, accessions, additions, and attachments thereto.

II. Payment Of Lease Purchase Installments

In consideration of the agreement by the Lessor to lease purchase the equipment, the Lessee promises to pay the Lessor, for the equipment, the sum of **\$1,046.60** per **month**, (see enclosed payment schedule) during the term of this agreement or any renewal of the agreement

III. Lease Term

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

IV. Option To Renew

The Lessee is hereby granted 3 successive options to renew this lease for additional terms not to exceed one fiscal year each, plus one final option to renew this lease for a period of 11 months, all upon the same terms and conditions, provided that such options may be exercised, as a matter of right, solely and exclusively by the Lessee, the exercise of any such option shall be accomplished by the issuance of a purchase order upon or within thirty (30) days after the expiration of the terms of this lease or any renewal then in effect.

V. Title To Equipment

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

VI. Option To Purchase

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

VII. Delivery And Return Of Equipment

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

VIII. Repairs And Maintenance

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

IX. Taxes

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

X. Insurance

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

XI. Patents

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

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

XII. Funding

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

XIII. Assignment

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

XIV. Road Machinery and Equipment

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

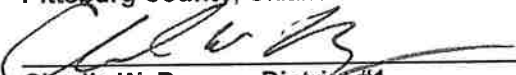
XV. Entire Agreement Of The Parties And Severability

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

XVI. Choice Of Law

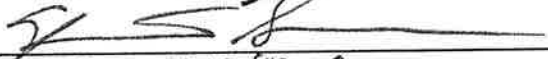
This lease shall be governed in all respects by the laws of the State of Oklahoma. In the event that any litigation shall occur concerning the terms and conditions of this lease or the rights and duties of the parties, the parties agree that any such suit shall be maintained in the District Court in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

Approved by the Board of County Commissioners At
Pittsburg County, Oklahoma

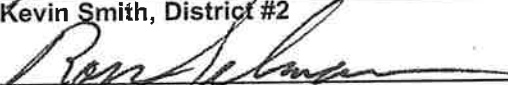


Charlie W. Rogers, District #1

FOR THE LESSOR: **Freedom Ford**



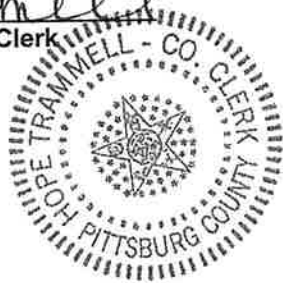
Kevin Smith, District #2



Ross Selman, District #3

ATTEST: 

Hope Trammell, County Clerk



SCHEDULE OF RENTAL PAYMENTS

Lease No. 125517

This Schedule is executed by **Freedom Ford** ("Lessor") and **Pittsburg County** ("Lessee"), as a supplement to, and is hereby attached to and made a part of that certain Lease Purchase Agreement For Equipment dated as of **May 15, 2023** ("Lease"), between Lessor and Lessee.

EQUIPMENT LOCATION: Sheriff's Department

PAYMENT SCHEDULE:

RATE: STATE CONTRACT

Equipment Cost \$45,169.20

	Date	Payment	Interest	Principal	Balance
Loan	05/15/2023				45,169.20
1	06/15/2023	1,046.60	203.29	843.31	44,325.89
2	07/15/2023	1,046.60	193.06	853.54	43,472.35
3	08/15/2023	1,046.60	195.65	850.95	42,621.40
4	09/15/2023	1,046.60	191.83	854.77	41,766.63
5	10/15/2023	1,046.60	181.91	864.69	40,901.94
6	11/15/2023	1,046.60	184.09	862.51	40,039.43
7	12/15/2023	1,046.60	174.39	872.21	39,167.22
8	01/15/2024	1,046.60	176.28	870.32	38,296.90
9	02/15/2024	1,046.60	172.36	874.24	37,422.66
10	03/15/2024	1,046.60	157.56	889.04	36,533.62
11	04/15/2024	1,046.60	164.43	882.17	35,651.45
12	05/15/2024	1,046.60	155.28	891.32	34,760.13
13	06/15/2024	1,046.60	156.44	890.16	33,869.97
14	07/15/2024	1,046.60	147.52	899.08	32,970.89
15	08/15/2024	1,046.60	148.39	898.21	32,072.68
16	09/15/2024	1,046.60	144.35	902.25	31,170.43
17	10/15/2024	1,046.60	135.76	910.84	30,259.59
18	11/15/2024	1,046.60	136.19	910.41	29,349.18
19	12/15/2024	1,046.60	127.83	918.77	28,430.41
20	01/15/2025	1,046.60	127.96	918.64	27,511.77
21	02/15/2025	1,046.60	123.82	922.78	26,588.99
22	03/15/2025	1,046.60	108.09	938.51	25,650.48
23	04/15/2025	1,046.60	115.44	931.16	24,719.32
24	05/15/2025	1,046.60	107.66	938.94	23,780.38
25	06/15/2025	1,046.60	107.03	939.57	22,840.81
26	07/15/2025	1,046.60	99.48	947.12	21,893.69
27	08/15/2025	1,046.60	98.54	948.06	20,945.63
28	09/15/2025	1,046.60	94.27	952.33	19,993.30
29	10/15/2025	1,046.60	87.08	959.52	19,033.78
30	11/15/2025	1,046.60	85.66	960.94	18,072.84
31	12/15/2025	1,046.60	78.72	967.88	17,104.96
32	01/15/2026	1,046.60	76.98	969.62	16,135.34
33	02/15/2026	1,046.60	72.62	973.98	15,161.36
34	03/15/2026	1,046.60	61.63	984.97	14,176.39
35	04/15/2026	1,046.60	63.80	982.80	13,193.59
36	05/15/2026	1,046.60	57.46	989.14	12,204.45
37	06/15/2026	1,046.60	54.93	991.67	11,212.78
38	07/15/2026	1,046.60	48.84	997.76	10,215.02
39	08/15/2026	1,046.60	45.97	1,000.63	9,214.39

40	09/15/2026	1,046.60	41.47	1,005.13	8,209.26
41	10/15/2026	1,046.60	35.76	1,010.84	7,198.42
42	11/15/2026	1,046.60	32.40	1,014.20	6,184.22
43	12/15/2026	1,046.60	26.94	1,019.66	5,164.56
44	01/15/2027	1,046.60	23.24	1,023.36	4,141.20
45	02/15/2027	1,046.60	18.64	1,027.96	3,113.24
46	03/15/2027	1,046.60	12.66	1,033.94	2,079.30
47	04/15/2027	1,046.60	9.36	1,037.24	1,042.06
48	05/15/2027	1,046.60	4.54	1,042.06	0.00
Grand Totals		50,236.80	5,067.60	45,169.20	

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

LESSEE: Pittsburg County

BY: 
 Charlie W. Rogers

TITLE: Commissioner Chairman

CERTIFICATE OF ACCEPTANCE

I, the undersigned, hereby certify that I am the duly qualified and acting County Commissioner Chairman, for Pittsburg County, State of Oklahoma ("Lessee") with respect to the Lease Purchase Agreement For Equipment dated May 15, 2023, (the "Lease"), by and between the Freedom Ford, ("Lessor") and Lessee, and that:

1. The equipment described in the Lease (the "Equipment") has been delivered and installed in accordance with the Specifications (as that term is defined in the Lease) and has been irrevocably accepted by Lessee.

2. The rental payments provided for in the Lease (the "Rental Payments") shall commence and be due and payable on June 15, 2023, and the 15th of each month thereafter in accordance with the Lease.

3. Lessee has appropriated and/or taken all other lawful actions necessary to provide monies sufficient to pay all Rental Payments required to be paid under the Lease during the fiscal year of Lessee for which monies have been appropriated and such monies will be applied in payment of all Rental Payments due and payable during such current fiscal year.

4. Lessee is exempt from all personal property taxes, and is exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.

5. Equipment Description: **2023 Ford F150 Police Responder Crew Cab VIN:1FTFW1P85PKE13587 together with equipment, accessions, additions, and attachments thereto.**

DATED: May 15, 2023

By:



Charlie W. Rogers

Title: Commissioner Chairman

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

INSURANCE COVERAGE REQUIREMENTS

In accordance with Section 10 of the Equipment Lease Purchase Agreement dated as **May 15, 2023** ("Lease") by **Freedom Ford** ("Lessor") and **Pittsburg County** ("Lessee"). "Lessor" has assigned the Equipment Lease Purchase Agreement and all rights to the **Welch State Bank, P.O. Box 129 Welch, Ok 74369, 918-788-3373**. Lessee has instructed their insurance agent named below (please fill in name, address and telephone number)

Company: Oklahoma Municipal Assurance Group

Address: 3650 S. Boulevard, Edmond, OK 73013-5581

Telephone: 405-657-1400

To issue:

All Risk Physical Damage Insurance on the Equipment (as defined in the Agreement) evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming the Lessor and/or its Assignee, as loss payee.
Coverage Required-Full Replacement Value

Public Liability Insurance evidenced by a Certificate of Insurance, naming the Lessor and/or its Assignee as Additional Insured, with the following minimum coverage:

\$500,000.00 per person
\$500,000.00 aggregate bodily injury liability
\$300,000.00 property damage liability

or

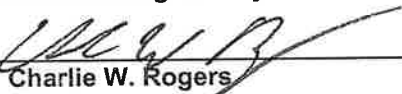
Pursuant to Section 10 of the Agreement, Lessee is self insured for all risk, physical damage and public liability and will provide proof of such self insurance in letter form together with a copy of the statute authorizing this form of insurance.

Cost: \$45,169.20

Equipment Description: **2023 Ford F150 Police Responder Crew Cab VIN: 1FTFW1P85PKE13587 together with equipment, accessions, additions, and attachments thereto.**

Equipment Location: **Sheriff's Department**

Lessee: **Pittsburg County**


By: 
Charlie W. Rogers

Title: Commissioner Chairman

OPINION OF COUNSEL

With respect to that certain Lease-Purchase Agreement for Equipment ("Lease") dated May 15, 2023 by and between Lessor and Lessee. I am of the opinion that:

(i) Lessee is a tax exempt entity under section 103 of the Internal Revenue Code of 1986, as amended; (ii) the execution, delivery and performance by Lessee of the Lease have been duly authorized by all necessary action on the part of Lessee; (iii) the Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms and all statements contained in the Lease and all related instruments are true; (iv) there are no suits, proceedings or investigations pending or, to my knowledge, threatened against or affecting Lessee, at law or in equity, or before or by any governmental or administrative agency or instrumentality which, if adversely determined, would have a material adverse effect on the transaction contemplated in the Lease or the ability of Lessee to perform its obligations under the Lease and Lessee is not in default under any material obligation for the payment of borrowed money, for the deferred purchase price of property or for the payment of any rent under any lease agreement which either individually or in the aggregate would have the same such effect; and (v) all required public bidding procedures regarding the award of the Lease have been followed by Lessee and no governmental orders, permissions, consents, approvals or authorizations are required to be obtained and no registrations or declarations are required to be filed in connection with the execution and delivery of the Lease.

Counsel for Lessee:  _____
By: Chuck Sullivan _____
Title: District Attorney _____
Date: 5/11/23 _____

**CERTIFICATE WITH RESPECT TO
QUALIFIED TAX-EXEMPT OBLIGATION**

1. This certificate with respect to qualified tax-exempt obligations (the "Certificate") is executed for the purpose of establishing that the Lease has been designated by Lessee as a qualified tax exempt obligation of Lessee for purposes of Section 265(b)(3)(B) of the Tax Reform Act of 1986.
2. Lessee is a political subdivision of the State of Oklahoma and the Lease is being issued by Lessee in calendar year 2022-2023.
3. No portion of the gross proceeds of the Lease will be used to make or finance loans to persons other than governmental units or be used in any trade or business carried on by any person other than a governmental unit.
4. The Lease is issued to provide financing as a qualified project bond within the meaning of the Act.
5. Including the Lease herein so designated, Lessee has not designated more than \$10,000,000.00 of obligations issued during calendar year 2022-2023 as qualified tax-exempt obligations. Lessee reasonably anticipates that the total amount of qualified tax-exempt obligations to be issued by Lessee during the current calendar year will not exceed \$10,000,000.00.
6. Lessee reasonably anticipates that the total amount of qualified tax-exempt obligations to be issued by Lessee during the calendar year 2022-2023 will not exceed \$10,000,000.00.
7. This Certificate is based on facts and circumstances in existence on this date.

IN WITNESS WHEREOF, I have set my hand this May 15, 2023.

Lessee: **Pittsburg County**

By: 
Charlie W. Rogers

Title: Commissioner Chairman

Attest: 
Hope Trammell, County Clerk



May 15, 2023

Pittsburg County
115 E. Carl Albert Parkway
McAlester, OK 74501

Re: Lease Purchase Agreement For Equipment dated May 15, 2023, between Freedom Ford, Lessor, and Pittsburg County, Lessee.

Dear Board of County Commissioners:

Please be advised that Freedom Ford has assigned and transferred to Welch State Bank, all of its right, title and interest in and to the above-described Lease Purchase Agreement For Equipment, including title to the property leased thereunder and the right to receive lease payments. A copy of the assignment is enclosed for your file. Please note the fact of this assignment in your records (as required by Section 149(a) of the Internal Revenue Code of 1986) and make all further payments to:

Welch State Bank
P.O. Box 129
Welch, OK 74369


Please acknowledge your receipt of this notice by returning a copy, signed by a duly authorized officer in the space provided below.

Sincerely,

WELCH STATE BANK

ACKNOWLEDGED:

By: **Sherri Mount, Senior Vice President**



By: **Charlie W. Rogers**

Title: Commissioner Chairman

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE entered into this May 15, 2023 by and between **Freedom Ford** (herein "Assignor") and **Welch State Bank** (herein "Assignee").

IN CONSIDERATION of the mutual agreements and understandings herein contained, in consideration of One Dollar (\$1.00) and other good valuable consideration, the parties hereto agree as follows:

1. Assignor hereby assigns to Assignee its entire right, title and interest in and to that certain Lease Purchase Agreement dated May 15, 2023 and entered into by and between Assignor and the Board of County Commissioners of Pittsburg County (herein "Lease"), together with Assignor's right to receive all rent and other monies thereunder, and all of Assignor's right title and interest in and to any guaranties or other rights and interest granted to Assignor to secure the payment due under the terms of the Lease.

2. Assignor represents, warrants and covenants to Assignee as follows:

(A) The Lease has been duly and validly executed by all parties thereto.

(B) No act of default in the Lease has occurred to date since the execution of this Assignment.

3. The rights and privileges of Assignee under this agreement shall inure to the benefits of its successors and assigns. All covenants, representations, warranties, and agreements of Assignor contained in this agreement shall bind Assignor's successors and assigns.

4. If any provision of this Agreement shall for any reasons be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and this Assignment shall be construed as if such invalid or unenforceable provision had never been contained herein.

5. It is the intention of the parties that this Agreement be governed by the laws of the state of Oklahoma.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

ASSIGNOR: Freedom Ford

ASSIGNEE: **Welch State Bank**

By: _____

By: _____
Sherri Mount, Senior Vice President

WELCH STATE BANK



INVOICE

396 S. Commercial
PO Box 129
Welch, OK 74369
Ph. 918-788-3373
Fax 918-788-3364

May 15, 2023

To: **Pittsburg County
Sheriff's Department
115 E. Carl Albert Parkway
McAlester, OK 74501**

Reference: **Lease/Purchase #125517**

QUANTITY	DESCRIPTION	TOTAL
1	Lease # 125517 - Payment #1 per Payment Schedule 2023 Ford F150 Police Responder Crew Cab VIN:1FTFW1P85PKE13587	\$1,046.60
Total Due		\$1,046.60
Date Due:		June 15, 2023

THANK YOU FOR YOUR BUSINESS!

**Please remit payment to: Welch State Bank
PO Box 129
Welch, OK 74369**

CUT ON LINE AND RETURN BOTTOM PORTION WITH PAYMENT

Payment #	Account #	Due Date	Amount Due
1	125517	June 15, 2023	\$1,046.60

Welch State Bank
PO Box 129
Welch, OK 74369

**Pittsburg County
Sheriff's Department**

2023 Ford F150 Police Responder Crew Cab
VIN:1FTFW1P85PKE13587

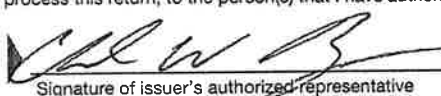
**Information Return for Small Tax-Exempt
 Governmental Bond Issues, Leases, and Installment Sales**

OMB No. 1545-0047

▶ Under Internal Revenue Code section 149(e)
Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.
 ▶ Go to www.irs.gov/Form8038GC for instructions and the latest information.

Part I Reporting Authority		Check box if Amended Return <input type="checkbox"/>	
1 Issuer's name Pittsburg County		2 Issuer's employer identification number (EIN) 73-6006407	
3 Number and street (or P.O. box if mail isn't delivered to street address) 115 E Carl Albert Parkway		Room/suite	
4 City, town, or post office, state, and ZIP code McAlester, OK 74501		5 Report number (For IRS Use Only)	
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information Hope Trammell, County Clerk		7 Telephone number of officer or legal representative 918-423-6865	

Part II Description of Obligations		Check one box: <input checked="" type="checkbox"/> Single issue <input type="checkbox"/> Consolidated return	
8a Issue price of obligation(s) (see instructions)		8a	45,169.20
b Issue date (single issue) or calendar date (consolidated). Enter date in MM/DD/YYYY format (for example, 01/01/2009) (see instructions) ▶	05/15/2023		
9 Amount of the reported obligation(s) on line 8a that is:		9a	45,169.20
a For leases for vehicles		9b	
b For leases for office equipment		9c	
c For leases for real property		9d	
d For leases for other (see instructions)		9e	
e For bank loans for vehicles		9f	
f For bank loans for office equipment		9g	
g For bank loans for real property		9h	
h For bank loans for other (see instructions)		9i	
i Used to refund prior issue(s)		9j	
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)		9k	
k Other			
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box ▶			<input checked="" type="checkbox"/>
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) ▶			<input type="checkbox"/>
12 Vendor's or bank's name: Welch State Bank			
13 Vendor's or bank's employer identification number:	73-0504830		

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

Future Developments
 For the latest information about developments related to Form 8038-GC and its instructions, such as legislation enacted after they were published, go to www.irs.gov/Form8038GC.

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

Purpose of Form
 Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File
 Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.
 Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Bonds.
Filing a separate return for a single issue.
 Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.
 An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate. See the instructions for line 11, later.

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that aren't reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.
 Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

Pittsburg County, OKLAHOMA

LEASE PURCHASE AGREEMENT

This agreement is made this May 15, 2023 by and between the Board of County Commissioners of Pittsburg County, Oklahoma, designated throughout this agreement as the Lessee, and Freedom Ford, designated throughout this agreement as the Lessor.

I. Equipment

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

<u>Make</u>	<u>Model</u>	<u>Description</u>	<u>Serial #</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Lease Purchase Price</u>
2023 Ford	F150	Police Responder Crew Cab	1FTFW1P8XPKE13603	1	\$45,169.20	\$50,236.80

together with equipment, accessions, additions, and attachments thereto.

II. Payment Of Lease Purchase Installments

In consideration of the agreement by the Lessor to lease purchase the equipment, the Lessee promises to pay the Lessor, for the equipment, the sum of \$1,046.60 per month, (see enclosed payment schedule) during the term of this agreement or any renewal of the agreement

III. Lease Term

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

IV. Option To Renew

The Lessee is hereby granted 3 successive options to renew this lease for additional terms not to exceed one fiscal year each, plus one final option to renew this lease for a period of 11 months, all upon the same terms and conditions, provided that such options may be exercised, as a matter of right, solely and exclusively by the Lessee, the exercise of any such option shall be accomplished by the issuance of a purchase order upon or within thirty (30) days after the expiration of the terms of this lease or any renewal then in effect.

V. Title To Equipment

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

VI. Option To Purchase

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

VII. Delivery And Return Of Equipment

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

VIII. Repairs And Maintenance

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

IX. Taxes

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

X. Insurance

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

XI. Patents

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

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

XII. Funding

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

XIII. Assignment

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

XIV. Road Machinery and Equipment

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

XV. Entire Agreement Of The Parties And Severability

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


XVI. Choice Of Law

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

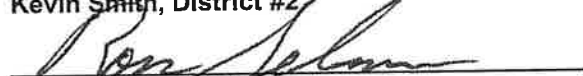
Approved by the Board of County Commissioners At
Pittsburg County, Oklahoma



Charlie W. Rogers, District #1



Kevin Smith, District #2



Ross Selman, District #3

ATTEST: 

Hope Trammell, County Clerk

FOR THE LESSOR: **Freedom Ford**



SCHEDULE OF RENTAL PAYMENTS

Lease No. 125518

This Schedule is executed by **Freedom Ford** ("Lessor") and **Pittsburg County** ("Lessee"), as a supplement to, and is hereby attached to and made a part of that certain Lease Purchase Agreement For Equipment dated as of **May 15, 2023** ("Lease"), between Lessor and Lessee.

EQUIPMENT LOCATION: Sheriff's Department

PAYMENT SCHEDULE:

RATE: STATE CONTRACT

Equipment Cost \$45,169.20

	<u>Date</u>	<u>Payment</u>	<u>Interest</u>	<u>Principal</u>	<u>Balance</u>
Loan	05/15/2023				45,169.20
1	06/15/2023	1,046.60	203.29	843.31	44,325.89
2	07/15/2023	1,046.60	193.06	853.54	43,472.35
3	08/15/2023	1,046.60	195.65	850.95	42,621.40
4	09/15/2023	1,046.60	191.83	854.77	41,766.63
5	10/15/2023	1,046.60	181.91	864.69	40,901.94
6	11/15/2023	1,046.60	184.09	862.51	40,039.43
7	12/15/2023	1,046.60	174.39	872.21	39,167.22
8	01/15/2024	1,046.60	176.28	870.32	38,296.90
9	02/15/2024	1,046.60	172.36	874.24	37,422.66
10	03/15/2024	1,046.60	157.56	889.04	36,533.62
11	04/15/2024	1,046.60	164.43	882.17	35,651.45
12	05/15/2024	1,046.60	155.28	891.32	34,760.13
13	06/15/2024	1,046.60	156.44	890.16	33,869.97
14	07/15/2024	1,046.60	147.52	899.08	32,970.89
15	08/15/2024	1,046.60	148.39	898.21	32,072.68
16	09/15/2024	1,046.60	144.35	902.25	31,170.43
17	10/15/2024	1,046.60	135.76	910.84	30,259.59
18	11/15/2024	1,046.60	136.19	910.41	29,349.18
19	12/15/2024	1,046.60	127.83	918.77	28,430.41
20	01/15/2025	1,046.60	127.96	918.64	27,511.77
21	02/15/2025	1,046.60	123.82	922.78	26,588.99
22	03/15/2025	1,046.60	108.09	938.51	25,650.48
23	04/15/2025	1,046.60	115.44	931.16	24,719.32
24	05/15/2025	1,046.60	107.66	938.94	23,780.38
25	06/15/2025	1,046.60	107.03	939.57	22,840.81
26	07/15/2025	1,046.60	99.48	947.12	21,893.69
27	08/15/2025	1,046.60	98.54	948.06	20,945.63
28	09/15/2025	1,046.60	94.27	952.33	19,993.30
29	10/15/2025	1,046.60	87.08	959.52	19,033.78
30	11/15/2025	1,046.60	85.66	960.94	18,072.84
31	12/15/2025	1,046.60	78.72	967.88	17,104.96
32	01/15/2026	1,046.60	76.98	969.62	16,135.34
33	02/15/2026	1,046.60	72.62	973.98	15,161.36
34	03/15/2026	1,046.60	61.63	984.97	14,176.39
35	04/15/2026	1,046.60	63.80	982.80	13,193.59
36	05/15/2026	1,046.60	57.46	989.14	12,204.45
37	06/15/2026	1,046.60	54.93	991.67	11,212.78
38	07/15/2026	1,046.60	48.84	997.76	10,215.02
39	08/15/2026	1,046.60	45.97	1,000.63	9,214.39

40	09/15/2026	1,046.60	41.47	1,005.13	8,209.26
41	10/15/2026	1,046.60	35.76	1,010.84	7,198.42
42	11/15/2026	1,046.60	32.40	1,014.20	6,184.22
43	12/15/2026	1,046.60	26.94	1,019.66	5,164.56
44	01/15/2027	1,046.60	23.24	1,023.36	4,141.20
45	02/15/2027	1,046.60	18.64	1,027.96	3,113.24
46	03/15/2027	1,046.60	12.66	1,033.94	2,079.30
47	04/15/2027	1,046.60	9.36	1,037.24	1,042.06
48	05/15/2027	1,046.60	4.54	1,042.06	0.00
Grand Totals		50,236.80	5,067.60	45,169.20	

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

LESSEE: Pittsburg County

BY: 
 Charlie W. Rogers

TITLE: Commissioner Chairman

CERTIFICATE OF ACCEPTANCE

I, the undersigned, hereby certify that I am the duly qualified and acting County **Commissioner Chairman**, for **Pittsburg County**, State of Oklahoma ("Lessee") with respect to the Lease Purchase Agreement For Equipment dated **May 15, 2023**, (the "Lease"), by and between the **Freedom Ford**, ("Lessor") and Lessee, and that:

1. The equipment described in the Lease (the "Equipment") has been delivered and installed in accordance with the Specifications (as that term is defined in the Lease) and has been irrevocably accepted by Lessee.

2. The rental payments provided for in the Lease (the "Rental Payments") shall commence and be due and payable on **June 15, 2023**, and the **15th** of each **month** thereafter in accordance with the Lease.

3. Lessee has appropriated and/or taken all other lawful actions necessary to provide monies sufficient to pay all Rental Payments required to be paid under the Lease during the fiscal year of Lessee for which monies have been appropriated and such monies will be applied in payment of all Rental Payments due and payable during such current fiscal year.

4. Lessee is exempt from all personal property taxes, and is exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.

5. Equipment Description: **2023 Ford F150 Police Responder Crew Cab VIN:1FTFW1P8XPKE13603 together with equipment, accessions, additions, and attachments thereto.**

DATED: **May 15, 2023**

By: 
Charlie W. Rogers

Title: **Commissioner Chairman**

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

INSURANCE COVERAGE REQUIREMENTS

In accordance with Section 10 of the Equipment Lease Purchase Agreement dated as **May 15, 2023** ("Lease") by **Freedom Ford** ("Lessor") and **Pittsburg County** ("Lessee"). "Lessor" has assigned the Equipment Lease Purchase Agreement and all rights to the **Welch State Bank, P.O. Box 129 Welch, Ok 74369, 918-788-3373**. Lessee has instructed their insurance agent named below (please fill in name, address and telephone number)

Company: Oklahoma Municipal Assurance Group

Address: 3650 S. Boulevard, Edmond, OK 73013-5581

Telephone: 405-657-1400

To issue:

All Risk Physical Damage Insurance on the Equipment (as defined in the Agreement) evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming the Lessor and/or its Assignee, as loss payee.
Coverage Required-Full Replacement Value

Public Liability Insurance evidenced by a Certificate of Insurance, naming the Lessor and/or its Assignee as Additional Insured, with the following minimum coverage:

\$500,000.00 per person
\$500,000.00 aggregate bodily injury liability
\$300,000.00 property damage liability

or

Pursuant to Section 10 of the Agreement, Lessee is self insured for all risk, physical damage and public liability and will provide proof of such self insurance in letter form together with a copy of the statute authorizing this form of insurance.

Cost: \$45,169.20

Equipment Description: **2023 Ford F150 Police Responder Crew Cab VIN:1FTFW1P8XPKE13603 together with equipment, accessions, additions, and attachments thereto.**

Equipment Location: **Sheriff's Department**

Lessee: **Pittsburg County**


By: 
Charlie W. Rogers

Title: Commissioner Chairman

OPINION OF COUNSEL

With respect to that certain Lease-Purchase Agreement for Equipment ("Lease") dated May 15, 2023 by and between Lessor and Lessee. I am of the opinion that:

(i) Lessee is a tax exempt entity under section 103 of the Internal Revenue Code of 1986, as amended; (ii) the execution, delivery and performance by Lessee of the Lease have been duly authorized by all necessary action on the part of Lessee; (iii) the Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms and all statements contained in the Lease and all related instruments are true; (iv) there are no suits, proceedings or investigations pending or, to my knowledge, threatened against or affecting Lessee, at law or in equity, or before or by any governmental or administrative agency or instrumentality which, if adversely determined, would have a material adverse effect on the transaction contemplated in the Lease or the ability of Lessee to perform its obligations under the Lease and Lessee is not in default under any material obligation for the payment of borrowed money, for the deferred purchase price of property or for the payment of any rent under any lease agreement which either individually or in the aggregate would have the same such effect; and (v) all required public bidding procedures regarding the award of the Lease have been followed by Lessee and no governmental orders, permissions, consents, approvals or authorizations are required to be obtained and no registrations or declarations are required to be filed in connection with the execution and delivery of the Lease.


Counsel for Lessee: 
By: Chuck Sullivan
Title: District Attorney
Date: 5/11/23

**CERTIFICATE WITH RESPECT TO
QUALIFIED TAX-EXEMPT OBLIGATION**

1. This certificate with respect to qualified tax-exempt obligations (the "Certificate") is executed for the purpose of establishing that the Lease has been designated by Lessee as a qualified tax exempt obligation of Lessee for purposes of Section 265(b)(3)(B) of the Tax Reform Act of 1986.
2. Lessee is a political subdivision of the State of Oklahoma and the Lease is being issued by Lessee in calendar year 2022-2023.
3. No portion of the gross proceeds of the Lease will be used to make or finance loans to persons other than governmental units or be used in any trade or business carried on by any person other than a governmental unit.
4. The Lease is issued to provide financing as a qualified project bond within the meaning of the Act.
5. Including the Lease herein so designated, Lessee has not designated more than \$10,000,000.00 of obligations issued during calendar year 2022-2023 as qualified tax-exempt obligations. Lessee reasonably anticipates that the total amount of qualified tax-exempt obligations to be issued by Lessee during the current calendar year will not exceed \$10,000,000.00.
6. Lessee reasonably anticipates that the total amount of qualified tax-exempt obligations to be issued by Lessee during the calendar year 2022-2023 will not exceed \$10,000,000.00.
7. This Certificate is based on facts and circumstances in existence on this date.

IN WITNESS WHEREOF, I have set my hand this May 15, 2023.

Lessee: **Pittsburg County**

By: 
Charlie W. Rogers

Title: Commissioner Chairman

Attest: 
Hope Trammell, County Clerk



May 15, 2023

Pittsburg County
115 E. Carl Albert Parkway
McAlester, OK 74501

Re: Lease Purchase Agreement For Equipment dated May 15, 2023, between Freedom Ford, Lessor, and Pittsburg County, Lessee.

Dear Board of County Commissioners:

Please be advised that Freedom Ford has assigned and transferred to Welch State Bank, all of its right, title and interest in and to the above-described Lease Purchase Agreement For Equipment, including title to the property leased thereunder and the right to receive lease payments. A copy of the assignment is enclosed for your file. Please note the fact of this assignment in your records (as required by Section 149(a) of the Internal Revenue Code of 1986) and make all further payments to:

Welch State Bank
P.O. Box 129
Welch, OK 74369

Please acknowledge your receipt of this notice by returning a copy, signed by a duly authorized officer in the space provided below.

Sincerely,

WELCH STATE BANK

ACKNOWLEDGED:

By: Sherri Mount, Senior Vice President


By: Charlie W. Rogers

Title: Commissioner Chairman

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE entered into this May 15, 2023 by and between **Freedom Ford** (herein "Assignor") and **Welch State Bank** (herein "Assignee").

IN CONSIDERATION of the mutual agreements and understandings herein contained, in consideration of One Dollar (\$1.00) and other good valuable consideration, the parties hereto agree as follows:

1. Assignor hereby assigns to Assignee its entire right, title and interest in and to that certain Lease Purchase Agreement dated May 15, 2023 and entered into by and between Assignor and the Board of County Commissioners of **Pittsburg County** (herein "Lease"), together with Assignor's right to receive all rent and other monies thereunder, and all of Assignor's right title and interest in and to any guaranties or other rights and interest granted to Assignor to secure the payment due under the terms of the Lease.

2. Assignor represents, warrants and covenants to Assignee as follows:

(A) The Lease has been duly and validly executed by all parties thereto.

(B) No act of default in the Lease has occurred to date since the execution of this Assignment.

3. The rights and privileges of Assignee under this agreement shall inure to the benefits of its successors and assigns. All covenants, representations, warranties, and agreements of Assignor contained in this agreement shall bind Assignor's successors and assigns.

4. If any provision of this Agreement shall for any reasons be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and this Assignment shall be construed as if such invalid or unenforceable provision had never been contained herein.

5. It is the intention of the parties that this Agreement be governed by the laws of the state of Oklahoma.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

ASSIGNOR: **Freedom Ford**

ASSIGNEE: **Welch State Bank**

By: _____

By: _____
Sherri Mount, Senior Vice President

WELCH STATE BANK



INVOICE

396 S. Commercial
PO Box 129
Welch, OK 74369
Ph. 918-788-3373
Fax 918-788-3364

May 15, 2023

To: **Pittsburg County
Sheriff's Department
115 E. Carl Albert Parkway
McAlester, OK 74501**

Reference: **Lease/Purchase #125518**

QUANTITY	DESCRIPTION	TOTAL
1	Lease # 125518 - Payment #1 per Payment Schedule 2023 Ford F150 Police Responder Crew Cab VIN:1FTFW1P8XPKE13603	\$1,046.60
Total Due		\$1,046.60
Date Due:		June 15, 2023

THANK YOU FOR YOUR BUSINESS!

Please remit payment to: **Welch State Bank
PO Box 129
Welch, OK 74369**

CUT ON LINE AND RETURN BOTTOM PORTION WITH PAYMENT

Payment #	Account #	Due Date	Amount Due
1	125518	June 15, 2023	\$1,046.60

Welch State Bank
PO Box 129
Welch, OK 74369

**Pittsburg County
Sheriff's Department**

2023 Ford F150 Police Responder Crew Cab
VIN:1FTFW1P8XPKE13603

**Information Return for Small Tax-Exempt
 Governmental Bond Issues, Leases, and Installment Sales**

OMB No. 1545-0047

▶ Under Internal Revenue Code section 149(e)
 Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.
 ▶ Go to www.irs.gov/Form8038GC for instructions and the latest information.

Check box if Amended Return

Part I Reporting Authority

1 Issuer's name Pittsburg County	2 Issuer's employer identification number (EIN) 73-6006407
3 Number and street (or P.O. box if mail isn't delivered to street address) 115 E Carl Albert Parkway	
4 City, town, or post office, state, and ZIP code McAlester, OK 74501	
5 Report number (For IRS Use Only) [] [] []	
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information Hope Trammell, County Clerk	
7 Telephone number of officer or legal representative 918-423-6865	

Part II Description of Obligations Check one box: Single issue Consolidated return

8a Issue price of obligation(s) (see instructions)	8a 45,169.20
b Issue date (single issue) or calendar date (consolidated). Enter date in MM/DD/YYYY format (for example, 01/01/2009) (see instructions) ▶ <u>05/15/2023</u>	
9 Amount of the reported obligation(s) on line 8a that is:	
a For leases for vehicles	9a 45,169.20
b For leases for office equipment	9b
c For leases for real property	9c
d For leases for other (see instructions)	9d
e For bank loans for vehicles	9e
f For bank loans for office equipment	9f
g For bank loans for real property	9g
h For bank loans for other (see instructions)	9h
i Used to refund prior issue(s)	9i
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j
k Other	9k
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box <input checked="" type="checkbox"/>	
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) <input type="checkbox"/>	
12 Vendor's or bank's name: <u>Welch State Bank</u>	
13 Vendor's or bank's employer identification number: <u>73-0504830</u>	

Signature and Consent
 Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

 Signature of issuer's authorized representative Date

▶ **Charlie W. Rogers, Commissioner**
 Type or print name and title

Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name ▶	Firm's EIN ▶			
	Firm's address ▶	Phone no.			

Future Developments
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Filing a separate return for a single issue.
 Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.
 An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate. See the instructions for line 11, later.

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that aren't reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.
 Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

Pittsburg County, OKLAHOMA
LEASE PURCHASE AGREEMENT

This agreement is made this May 15, 2023 by and between the Board of County Commissioners of Pittsburg County, Oklahoma, designated throughout this agreement as the Lessee, and Freedom Ford, designated throughout this agreement as the Lessor.

I. Equipment

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

<u>Make</u>	<u>Model</u>	<u>Description</u>	<u>Serial #</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Lease Purchase Price</u>
2023 Ford	F150	Police Responder Crew Cab	1FTFW1P82PKE13644	1	\$45,169.20	\$50,236.80

together with equipment, accessions, additions, and attachments thereto.

II. Payment Of Lease Purchase Installments

In consideration of the agreement by the Lessor to lease purchase the equipment, the Lessee promises to pay the Lessor, for the equipment, the sum of \$1,046.60 per month, (see enclosed payment schedule) during the term of this agreement or any renewal of the agreement

III. Lease Term

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

IV. Option To Renew

The Lessee is hereby granted 3 successive options to renew this lease for additional terms not to exceed one fiscal year each, plus one final option to renew this lease for a period of 11 months, all upon the same terms and conditions, provided that such options may be exercised, as a matter of right, solely and exclusively by the Lessee, the exercise of any such option shall be accomplished by the issuance of a purchase order upon or within thirty (30) days after the expiration of the terms of this lease or any renewal then in effect.

V. Title To Equipment

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

VI. Option To Purchase

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

VII. Delivery And Return Of Equipment

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

VIII. Repairs And Maintenance

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

IX. Taxes

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

X. Insurance

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

XI. Patents

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

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

XII. Funding

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

XIII. Assignment

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

XIV. Road Machinery and Equipment

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

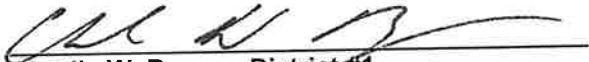
XV. Entire Agreement Of The Parties And Severability


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

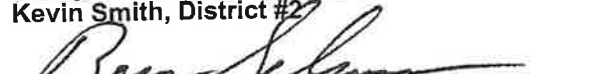
XVI. Choice Of Law

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

Approved by the Board of County Commissioners At
Pittsburg County, Oklahoma


Charlie W. Rogers, District #1


Kevin Smith, District #2


Ross Selman, District #3

ATTEST: 
Hope Trammell, County Clerk

FOR THE LESSOR: Freedom Ford



SCHEDULE OF RENTAL PAYMENTS

Lease No. 125519

This Schedule is executed by **Freedom Ford** ("Lessor") and **Pittsburg County** ("Lessee"), as a supplement to, and is hereby attached to and made a part of that certain Lease Purchase Agreement For Equipment dated as of **May 15, 2023** ("Lease"), between Lessor and Lessee.

EQUIPMENT LOCATION: Sheriff's Department

PAYMENT SCHEDULE:

RATE: STATE CONTRACT

Equipment Cost \$45,169.20

	Date	Payment	Interest	Principal	Balance
Loan	05/15/2023				45,169.20
1	06/15/2023	1,046.60	203.29	843.31	44,325.89
2	07/15/2023	1,046.60	193.06	853.54	43,472.35
3	08/15/2023	1,046.60	195.65	850.95	42,621.40
4	09/15/2023	1,046.60	191.83	854.77	41,766.63
5	10/15/2023	1,046.60	181.91	864.69	40,901.94
6	11/15/2023	1,046.60	184.09	862.51	40,039.43
7	12/15/2023	1,046.60	174.39	872.21	39,167.22
8	01/15/2024	1,046.60	176.28	870.32	38,296.90
9	02/15/2024	1,046.60	172.36	874.24	37,422.66
10	03/15/2024	1,046.60	157.56	889.04	36,533.62
11	04/15/2024	1,046.60	164.43	882.17	35,651.45
12	05/15/2024	1,046.60	155.28	891.32	34,760.13
13	06/15/2024	1,046.60	156.44	890.16	33,869.97
14	07/15/2024	1,046.60	147.52	899.08	32,970.89
15	08/15/2024	1,046.60	148.39	898.21	32,072.68
16	09/15/2024	1,046.60	144.35	902.25	31,170.43
17	10/15/2024	1,046.60	135.76	910.84	30,259.59
18	11/15/2024	1,046.60	136.19	910.41	29,349.18
19	12/15/2024	1,046.60	127.83	918.77	28,430.41
20	01/15/2025	1,046.60	127.96	918.64	27,511.77
21	02/15/2025	1,046.60	123.82	922.78	26,588.99
22	03/15/2025	1,046.60	108.09	938.51	25,650.48
23	04/15/2025	1,046.60	115.44	931.16	24,719.32
24	05/15/2025	1,046.60	107.66	938.94	23,780.38
25	06/15/2025	1,046.60	107.03	939.57	22,840.81
26	07/15/2025	1,046.60	99.48	947.12	21,893.69
27	08/15/2025	1,046.60	98.54	948.06	20,945.63
28	09/15/2025	1,046.60	94.27	952.33	19,993.30
29	10/15/2025	1,046.60	87.08	959.52	19,033.78
30	11/15/2025	1,046.60	85.66	960.94	18,072.84
31	12/15/2025	1,046.60	78.72	967.88	17,104.96
32	01/15/2026	1,046.60	76.98	969.62	16,135.34
33	02/15/2026	1,046.60	72.62	973.98	15,161.36
34	03/15/2026	1,046.60	61.63	984.97	14,176.39
35	04/15/2026	1,046.60	63.80	982.80	13,193.59
36	05/15/2026	1,046.60	57.46	989.14	12,204.45
37	06/15/2026	1,046.60	54.93	991.67	11,212.78
38	07/15/2026	1,046.60	48.84	997.76	10,215.02
39	08/15/2026	1,046.60	45.97	1,000.63	9,214.39

40	09/15/2026	1,046.60	41.47	1,005.13	8,209.26
41	10/15/2026	1,046.60	35.76	1,010.84	7,198.42
42	11/15/2026	1,046.60	32.40	1,014.20	6,184.22
43	12/15/2026	1,046.60	26.94	1,019.66	5,164.56
44	01/15/2027	1,046.60	23.24	1,023.36	4,141.20
45	02/15/2027	1,046.60	18.64	1,027.96	3,113.24
46	03/15/2027	1,046.60	12.66	1,033.94	2,079.30
47	04/15/2027	1,046.60	9.36	1,037.24	1,042.06
48	05/15/2027	1,046.60	4.54	1,042.06	0.00
Grand Totals		50,236.80	5,067.60	45,169.20	

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

LESSEE: Pittsburg County

BY: 
Charlie W. Rogers

TITLE: Commissioner Chairman

CERTIFICATE OF ACCEPTANCE

I, the undersigned, hereby certify that I am the duly qualified and acting County Commissioner Chairman, for Pittsburg County, State of Oklahoma ("Lessee") with respect to the Lease Purchase Agreement For Equipment dated May 15, 2023, (the "Lease"), by and between the Freedom Ford, ("Lessor") and Lessee, and that:

1. The equipment described in the Lease (the "Equipment") has been delivered and installed in accordance with the Specifications (as that term is defined in the Lease) and has been irrevocably accepted by Lessee.

2. The rental payments provided for in the Lease (the "Rental Payments") shall commence and be due and payable on June 15, 2023, and the 15th of each month thereafter in accordance with the Lease.

3. Lessee has appropriated and/or taken all other lawful actions necessary to provide monies sufficient to pay all Rental Payments required to be paid under the Lease during the fiscal year of Lessee for which monies have been appropriated and such monies will be applied in payment of all Rental Payments due and payable during such current fiscal year.

4. Lessee is exempt from all personal property taxes, and is exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.

5. Equipment Description: **2023 Ford F150 Police Responder Crew Cab VIN:1FTFW1P82PKE13644 together with equipment, accessions, additions, and attachments thereto.**

DATED: May 15, 2023

By: 
Charlie W. Rogers

Title: Commissioner Chairman

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

INSURANCE COVERAGE REQUIREMENTS

In accordance with Section 10 of the Equipment Lease Purchase Agreement dated as **May 15, 2023** ("Lease") by **Freedom Ford** ("Lessor") and **Pittsburg County** ("Lessee"). "Lessor" has assigned the Equipment Lease Purchase Agreement and all rights to the **Welch State Bank, P.O. Box 129 Welch, Ok 74369, 918-788-3373**. Lessee has instructed their insurance agent named below (please fill in name, address and telephone number)

Company: Oklahoma Municipal Assurance Group

Address: 3650 S. Boulevard, Edmond, OK 73013-5581

Telephone: 405-657-1400

To issue:

All Risk Physical Damage Insurance on the Equipment (as defined in the Agreement) evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming the Lessor and/or its Assignee, as loss payee.
Coverage Required-Full Replacement Value

Public Liability Insurance evidenced by a Certificate of Insurance, naming the Lessor and/or its Assignee as Additional Insured, with the following minimum coverage:

\$500,000.00 per person
\$500,000.00 aggregate bodily injury liability
\$300,000.00 property damage liability

or

Pursuant to Section 10 of the Agreement, Lessee is self insured for all risk, physical damage and public liability and will provide proof of such self insurance in letter form together with a copy of the statute authorizing this form of insurance.

Cost: \$45,169.20

Equipment Description: **2023 Ford F150 Police Responder Crew Cab VIN:1FTFW1P82PKE13644** together with equipment, accessions, additions, and attachments thereto.

Equipment Location: **Sheriff's Department**

Lessee: **Pittsburg County**

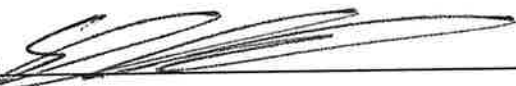
By: 
Charlie W. Rogers

Title: Commissioner Chairman

OPINION OF COUNSEL

With respect to that certain Lease-Purchase Agreement for Equipment ("Lease") dated May 15, 2023 by and between Lessor and Lessee. I am of the opinion that:

(i) Lessee is a tax exempt entity under section 103 of the Internal Revenue Code of 1986, as amended; (ii) the execution, delivery and performance by Lessee of the Lease have been duly authorized by all necessary action on the part of Lessee; (iii) the Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms and all statements contained in the Lease and all related instruments are true; (iv) there are no suits, proceedings or investigations pending or, to my knowledge, threatened against or affecting Lessee, at law or in equity, or before or by any governmental or administrative agency or instrumentality which, if adversely determined, would have a material adverse effect on the transaction contemplated in the Lease or the ability of Lessee to perform its obligations under the Lease and Lessee is not in default under any material obligation for the payment of borrowed money, for the deferred purchase price of property or for the payment of any rent under any lease agreement which either individually or in the aggregate would have the same such effect; and (v) all required public bidding procedures regarding the award of the Lease have been followed by Lessee and no governmental orders, permissions, consents, approvals or authorizations are required to be obtained and no registrations or declarations are required to be filed in connection with the execution and delivery of the Lease.

Counsel for Lessee:  _____
By: Chuck Sullivan _____
Title: District Attorney _____
Date: 5/11/23 _____

**CERTIFICATE WITH RESPECT TO
QUALIFIED TAX-EXEMPT OBLIGATION**

1. This certificate with respect to qualified tax-exempt obligations (the "Certificate") is executed for the purpose of establishing that the Lease has been designated by Lessee as a qualified tax exempt obligation of Lessee for purposes of Section 265(b)(3)(B) of the Tax Reform Act of 1986.
2. Lessee is a political subdivision of the State of Oklahoma and the Lease is being issued by Lessee in calendar year 2022-2023.
3. No portion of the gross proceeds of the Lease will be used to make or finance loans to persons other than governmental units or be used in any trade or business carried on by any person other than a governmental unit.
4. The Lease is issued to provide financing as a qualified project bond within the meaning of the Act.
5. Including the Lease herein so designated, Lessee has not designated more than \$10,000,000.00 of obligations issued during calendar year 2022-2023 as qualified tax-exempt obligations. Lessee reasonably anticipates that the total amount of qualified tax-exempt obligations to be issued by Lessee during the current calendar year will not exceed \$10,000,000.00.
6. Lessee reasonably anticipates that the total amount of qualified tax-exempt obligations to be issued by Lessee during the calendar year 2022-2023 will not exceed \$10,000,000.00.
7. This Certificate is based on facts and circumstances in existence on this date.

IN WITNESS WHEREOF, I have set my hand this May 15, 2023.

Lessee: **Pittsburg County**

By: 
Charlie W. Rogers

Title: Commissioner Chairman

Attest: 
Hope Trammell, County Clerk



May 15, 2023

Pittsburg County
115 E. Carl Albert Parkway
McAlester, OK 74501

Re: Lease Purchase Agreement For Equipment dated May 15, 2023, between Freedom Ford, Lessor, and Pittsburg County, Lessee.

Dear Board of County Commissioners:

Please be advised that Freedom Ford has assigned and transferred to Welch State Bank, all of its right, title and interest in and to the above-described Lease Purchase Agreement For Equipment, including title to the property leased thereunder and the right to receive lease payments. A copy of the assignment is enclosed for your file. Please note the fact of this assignment in your records (as required by Section 149(a) of the Internal Revenue Code of 1986) and make all further payments to:

Welch State Bank
P.O. Box 129
Welch, OK 74369

Please acknowledge your receipt of this notice by returning a copy, signed by a duly authorized officer in the space provided below.

Sincerely,

WELCH STATE BANK

ACKNOWLEDGED:

By: Sherri Mount, Senior Vice President

By: Charlie W. Rogers

Title: Commissioner Chairman

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE entered into this May 15, 2023 by and between **Freedom Ford** (herein "Assignor") and **Welch State Bank** (herein "Assignee").

IN CONSIDERATION of the mutual agreements and understandings herein contained, in consideration of One Dollar (\$1.00) and other good valuable consideration, the parties hereto agree as follows:

1. Assignor hereby assigns to Assignee its entire right, title and interest in and to that certain Lease Purchase Agreement dated May 15, 2023 and entered into by and between Assignor and the Board of County Commissioners of **Pittsburg County** (herein "Lease"), together with Assignor's right to receive all rent and other monies thereunder, and all of Assignor's right title and interest in and to any guaranties or other rights and interest granted to Assignor to secure the payment due under the terms of the Lease.

2. Assignor represents, warrants and covenants to Assignee as follows:

(A) The Lease has been duly and validly executed by all parties thereto.

(B) No act of default in the Lease has occurred to date since the execution of this Assignment.

3. The rights and privileges of Assignee under this agreement shall inure to the benefits of its successors and assigns. All covenants, representations, warranties, and agreements of Assignor contained in this agreement shall bind Assignor's successors and assigns.

4. If any provision of this Agreement shall for any reasons be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and this Assignment shall be construed as if such invalid or unenforceable provision had never been contained herein.

5. It is the intention of the parties that this Agreement be governed by the laws of the state of Oklahoma.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

ASSIGNOR: **Freedom Ford**

ASSIGNEE: **Welch State Bank**

By: _____

By: _____
Sherri Mount, Senior Vice President

WELCH STATE BANK



Member F D I C

INVOICE

396 S. Commercial
PO Box 129
Welch, OK 74369
Ph. 918-788-3373
Fax 918-788-3364

May 15, 2023

To: **Pittsburg County
Sheriff's Department
115 E. Carl Albert Parkway
McAlester, OK 74501**

Reference: **Lease/Purchase #125519**

QUANTITY	DESCRIPTION	TOTAL
1	Lease # 125519 - Payment #1 per Payment Schedule 2023 Ford F150 Police Responder Crew Cab VIN:1FTFW1P82PKE13644	\$1,046.60
Total Due		\$1,046.60
Date Due:		June 15, 2023

THANK YOU FOR YOUR BUSINESS!

**Please remit payment to: Welch State Bank
PO Box 129
Welch, OK 74369**

CUT ON LINE AND RETURN BOTTOM PORTION WITH PAYMENT

Payment #	Account #	Due Date	Amount Due
1	125519	June 15, 2023	\$1,046.60

Welch State Bank
PO Box 129
Welch, OK 74369

**Pittsburg County
Sheriff's Department**

2023 Ford F150 Police Responder Crew Cab
VIN:1FTFW1P82PKE13644

**Information Return for Small Tax-Exempt
 Governmental Bond Issues, Leases, and Installment Sales**

OMB No. 1545-0047

▶ **Under Internal Revenue Code section 149(e)**
Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.
 ▶ **Go to www.irs.gov/Form8038GC for instructions and the latest information.**

Check box if Amended Return

Part I Reporting Authority		2 Issuer's employer identification number (EIN) 73-6006407	
1 Issuer's name Pittsburg County		Room/suite	
3 Number and street (or P.O. box if mail isn't delivered to street address) 115 E Carl Albert Parkway		5 Report number (For IRS Use Only) [] [] []	
4 City, town, or post office, state, and ZIP code McAlester, OK 74501		7 Telephone number of officer or legal representative 918-423-6865	
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information Hope Trammell, County Clerk			

Part II Description of Obligations Check one box: <input checked="" type="checkbox"/> Single issue <input type="checkbox"/> Consolidated return			
8a Issue price of obligation(s) (see instructions)		8a	45,169.20
b Issue date (single issue) or calendar date (consolidated). Enter date in MM/DD/YYYY format (for example, 01/01/2009) (see instructions) ▶ <u>05/15/2023</u>			
9 Amount of the reported obligation(s) on line 8a that is:		9a	45,169.20
a For leases for vehicles		9b	
b For leases for office equipment		9c	
c For leases for real property		9d	
d For leases for other (see instructions)		9e	
e For bank loans for vehicles		9f	
f For bank loans for office equipment		9g	
g For bank loans for real property		9h	
h For bank loans for other (see instructions)		9i	
i Used to refund prior issue(s)		9j	
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)		9k	
k Other			
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box <input checked="" type="checkbox"/>			
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) <input type="checkbox"/>			
12 Vendor's or bank's name: <u>Welch State Bank</u>			
13 Vendor's or bank's employer identification number: <u>73-0504830</u>			

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

Signature and Consent			Date
	Signature of issuer's authorized representative		
	Charlie W. Rogers, Commissioner		Type or print name and title

Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name ▶	Firm's EIN ▶			
	Firm's address ▶	Phone no.			

Future Developments

For the latest information about developments related to Form 8038-GC and its instructions, such as legislation enacted after they were published, go to www.irs.gov/Form8038GC.

General Instructions

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

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Bonds.

Filing a separate return for a single issue.

Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate. See the instructions for line 11, later.

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that aren't reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

Pittsburg County, OKLAHOMA

LEASE PURCHASE AGREEMENT

This agreement is made this May 15, 2023 by and between the Board of County Commissioners of Pittsburg County, Oklahoma, designated throughout this agreement as the Lessee, and Freedom Ford, designated throughout this agreement as the Lessor.

I. Equipment

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

<u>Make</u>	<u>Model</u>	<u>Description</u>	<u>Serial #</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Lease Purchase Price</u>
2023 Ford	F150	Police Responder Crew Cab	1FTFW1P83PKE13684	1	\$45,169.20	\$50,236.80

together with equipment, accessions, additions, and attachments thereto.

II. Payment Of Lease Purchase Installments

In consideration of the agreement by the Lessor to lease purchase the equipment, the Lessee promises to pay the Lessor, for the equipment, the sum of \$1,046.60 per month, (see enclosed payment schedule) during the term of this agreement or any renewal of the agreement

III. Lease Term

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

IV. Option To Renew

The Lessee is hereby granted 3 successive options to renew this lease for additional terms not to exceed one fiscal year each, plus one final option to renew this lease for a period of 11 months, all upon the same terms and conditions, provided that such options may be exercised, as a matter of right, solely and exclusively by the Lessee, the exercise of any such option shall be accomplished by the issuance of a purchase order upon or within thirty (30) days after the expiration of the terms of this lease or any renewal then in effect.

V. Title To Equipment

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

VI. Option To Purchase

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

VII. Delivery And Return Of Equipment

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

VIII. Repairs And Maintenance

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

IX. Taxes

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

X. Insurance

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

XI. Patents

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

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

XII. Funding

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

XIII. Assignment

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

XIV. Road Machinery and Equipment

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


XV. Entire Agreement Of The Parties And Severability

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


XVI. Choice Of Law

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

Approved by the Board of County Commissioners At
Pittsburg County, Oklahoma



Charlie W. Rogers, District #1



Kevin Smith, District #2



Ross Selman, District #3

ATTEST: 

Hope Trammell, County Clerk

FOR THE LESSOR: **Freedom Ford**



SCHEDULE OF RENTAL PAYMENTS

Lease No. 125520

This Schedule is executed by **Freedom Ford** ("Lessor") and **Pittsburg County** ("Lessee"), as a supplement to, and is hereby attached to and made a part of that certain Lease Purchase Agreement For Equipment dated as of **May 15, 2023** ("Lease"), between Lessor and Lessee.

EQUIPMENT LOCATION: Sheriff's Department

PAYMENT SCHEDULE:

RATE: STATE CONTRACT

Equipment Cost \$45,169.20

	Date	Payment	Interest	Principal	Balance
Loan	05/15/2023				45,169.20
1	06/15/2023	1,046.60	203.29	843.31	44,325.89
2	07/15/2023	1,046.60	193.06	853.54	43,472.35
3	08/15/2023	1,046.60	195.65	850.95	42,621.40
4	09/15/2023	1,046.60	191.83	854.77	41,766.63
5	10/15/2023	1,046.60	181.91	864.69	40,901.94
6	11/15/2023	1,046.60	184.09	862.51	40,039.43
7	12/15/2023	1,046.60	174.39	872.21	39,167.22
8	01/15/2024	1,046.60	176.28	870.32	38,296.90
9	02/15/2024	1,046.60	172.36	874.24	37,422.66
10	03/15/2024	1,046.60	157.56	889.04	36,533.62
11	04/15/2024	1,046.60	164.43	882.17	35,651.45
12	05/15/2024	1,046.60	155.28	891.32	34,760.13
13	06/15/2024	1,046.60	156.44	890.16	33,869.97
14	07/15/2024	1,046.60	147.52	899.08	32,970.89
15	08/15/2024	1,046.60	148.39	898.21	32,072.68
16	09/15/2024	1,046.60	144.35	902.25	31,170.43
17	10/15/2024	1,046.60	135.76	910.84	30,259.59
18	11/15/2024	1,046.60	136.19	910.41	29,349.18
19	12/15/2024	1,046.60	127.83	918.77	28,430.41
20	01/15/2025	1,046.60	127.96	918.64	27,511.77
21	02/15/2025	1,046.60	123.82	922.78	26,588.99
22	03/15/2025	1,046.60	108.09	938.51	25,650.48
23	04/15/2025	1,046.60	115.44	931.16	24,719.32
24	05/15/2025	1,046.60	107.66	938.94	23,780.38
25	06/15/2025	1,046.60	107.03	939.57	22,840.81
26	07/15/2025	1,046.60	99.48	947.12	21,893.69
27	08/15/2025	1,046.60	98.54	948.06	20,945.63
28	09/15/2025	1,046.60	94.27	952.33	19,993.30
29	10/15/2025	1,046.60	87.08	959.52	19,033.78
30	11/15/2025	1,046.60	85.66	960.94	18,072.84
31	12/15/2025	1,046.60	78.72	967.88	17,104.96
32	01/15/2026	1,046.60	76.98	969.62	16,135.34
33	02/15/2026	1,046.60	72.62	973.98	15,161.36
34	03/15/2026	1,046.60	61.63	984.97	14,176.39
35	04/15/2026	1,046.60	63.80	982.80	13,193.59
36	05/15/2026	1,046.60	57.46	989.14	12,204.45
37	06/15/2026	1,046.60	54.93	991.67	11,212.78
38	07/15/2026	1,046.60	48.84	997.76	10,215.02
39	08/15/2026	1,046.60	45.97	1,000.63	9,214.39

40	09/15/2026	1,046.60	41.47	1,005.13	8,209.26
41	10/15/2026	1,046.60	35.76	1,010.84	7,198.42
42	11/15/2026	1,046.60	32.40	1,014.20	6,184.22
43	12/15/2026	1,046.60	26.94	1,019.66	5,164.56
44	01/15/2027	1,046.60	23.24	1,023.36	4,141.20
45	02/15/2027	1,046.60	18.64	1,027.96	3,113.24
46	03/15/2027	1,046.60	12.66	1,033.94	2,079.30
47	04/15/2027	1,046.60	9.36	1,037.24	1,042.06
48	05/15/2027	1,046.60	4.54	1,042.06	0.00
Grand Totals		50,236.80	5,067.60	45,169.20	

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

LESSEE: Pittsburg County

BY: 
Charlie W. Rogers

TITLE: Commissioner Chairman

CERTIFICATE OF ACCEPTANCE

I, the undersigned, hereby certify that I am the duly qualified and acting County Commissioner Chairman for **Pittsburg County**, State of Oklahoma ("Lessee") with respect to the Lease Purchase Agreement For Equipment dated **May 15, 2023**, (the "Lease"), by and between the **Freedom Ford**, ("Lessor") and Lessee, and that:

1. The equipment described in the Lease (the "Equipment") has been delivered and installed in accordance with the Specifications (as that term is defined in the Lease) and has been irrevocably accepted by Lessee.
2. The rental payments provided for in the Lease (the "Rental Payments") shall commence and be due and payable on **June 15, 2023**, and the **15th** of each **month** thereafter in accordance with the Lease.
3. Lessee has appropriated and/or taken all other lawful actions necessary to provide monies sufficient to pay all Rental Payments required to be paid under the Lease during the fiscal year of Lessee for which monies have been appropriated and such monies will be applied in payment of all Rental Payments due and payable during such current fiscal year.
4. Lessee is exempt from all personal property taxes, and is exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.
5. Equipment Description: **2023 Ford F150 Police Responder Crew Cab VIN:1FTFW1P83PKE13684 together with equipment, accessions, additions, and attachments thereto.**

DATED: **May 15, 2023**

By: _____

Charlie W. Rogers

Title: **Commissioner Chairman**

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

INSURANCE COVERAGE REQUIREMENTS

In accordance with Section 10 of the Equipment Lease Purchase Agreement dated as **May 15, 2023** ("Lease") by **Freedom Ford** ("Lessor") and **Pittsburg County** ("Lessee"). "Lessor" has assigned the Equipment Lease Purchase Agreement and all rights to the **Welch State Bank, P.O. Box 129 Welch, Ok 74369, 918-788-3373**. Lessee has instructed their insurance agent named below (please fill in name, address and telephone number)

Company: Oklahoma Municipal Assurance Group

Address: 3650 S. Boulevard, Edmond, OK 73013-5581

Telephone: 405-657-1400

To issue:

All Risk Physical Damage Insurance on the Equipment (as defined in the Agreement) evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming the Lessor and/or its Assignee, as loss payee.
Coverage Required-Full Replacement Value

Public Liability Insurance evidenced by a Certificate of Insurance, naming the Lessor and/or its Assignee as Additional Insured, with the following minimum coverage:

\$500,000.00 per person
\$500,000.00 aggregate bodily injury liability
\$300,000.00 property damage liability

or

Pursuant to Section 10 of the Agreement, Lessee is self insured for all risk, physical damage and public liability and will provide proof of such self insurance in letter form together with a copy of the statute authorizing this form of insurance.

Cost: \$45,169.20

Equipment Description: **2023 Ford F150 Police Responder Crew Cab VIN:1FTFW1P83PKE13684** together with equipment, accessions, additions, and attachments thereto.

Equipment Location: **Sheriff's Department**

Lessee: **Pittsburg County**


By: 
Charlie W. Rogers

Title: Commissioner Chairman

OPINION OF COUNSEL

With respect to that certain Lease-Purchase Agreement for Equipment ("Lease") dated May 15, 2023 by and between Lessor and Lessee. I am of the opinion that:

(i) Lessee is a tax exempt entity under section 103 of the Internal Revenue Code of 1986, as amended; (ii) the execution, delivery and performance by Lessee of the Lease have been duly authorized by all necessary action on the part of Lessee; (iii) the Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms and all statements contained in the Lease and all related instruments are true; (iv) there are no suits, proceedings or investigations pending or, to my knowledge, threatened against or affecting Lessee, at law or in equity, or before or by any governmental or administrative agency or instrumentality which, if adversely determined, would have a material adverse effect on the transaction contemplated in the Lease or the ability of Lessee to perform its obligations under the Lease and Lessee is not in default under any material obligation for the payment of borrowed money, for the deferred purchase price of property or for the payment of any rent under any lease agreement which either individually or in the aggregate would have the same such effect; and (v) all required public bidding procedures regarding the award of the Lease have been followed by Lessee and no governmental orders, permissions, consents, approvals or authorizations are required to be obtained and no registrations or declarations are required to be filed in connection with the execution and delivery of the Lease.

Counsel for Lessee:  _____
By: Chuck Sullivan _____
Title: District Attorney _____
Date: 5/11/23 _____

**CERTIFICATE WITH RESPECT TO
QUALIFIED TAX-EXEMPT OBLIGATION**

1. This certificate with respect to qualified tax-exempt obligations (the "Certificate") is executed for the purpose of establishing that the Lease has been designated by Lessee as a qualified tax exempt obligation of Lessee for purposes of Section 265(b)(3)(B) of the Tax Reform Act of 1986.
2. Lessee is a political subdivision of the State of Oklahoma and the Lease is being issued by Lessee in calendar year 2022-2023.
3. No portion of the gross proceeds of the Lease will be used to make or finance loans to persons other than governmental units or be used in any trade or business carried on by any person other than a governmental unit.
4. The Lease is issued to provide financing as a qualified project bond within the meaning of the Act.
5. Including the Lease herein so designated, Lessee has not designated more than \$10,000,000.00 of obligations issued during calendar year 2022-2023 as qualified tax-exempt obligations. Lessee reasonably anticipates that the total amount of qualified tax-exempt obligations to be issued by Lessee during the current calendar year will not exceed \$10,000,000.00.
6. Lessee reasonably anticipates that the total amount of qualified tax-exempt obligations to be issued by Lessee during the calendar year 2022-2023 will not exceed \$10,000,000.00.
7. This Certificate is based on facts and circumstances in existence on this date.

IN WITNESS WHEREOF, I have set my hand this May 15, 2023.

Lessee: **Pittsburg County**

By: 
Charlie W. Rogers

Title: Commissioner Chairman

Attest: 
Hope Trammell, County Clerk



May 15, 2023

Pittsburg County
115 E. Carl Albert Parkway
McAlester, OK 74501

Re: Lease Purchase Agreement For Equipment dated May 15, 2023, between Freedom Ford, Lessor, and Pittsburg County, Lessee.

Dear Board of County Commissioners:

Please be advised that Freedom Ford has assigned and transferred to Welch State Bank, all of its right, title and interest in and to the above-described Lease Purchase Agreement For Equipment, including title to the property leased thereunder and the right to receive lease payments. A copy of the assignment is enclosed for your file. Please note the fact of this assignment in your records (as required by Section 149(a) of the Internal Revenue Code of 1986) and make all further payments to:

Welch State Bank
P.O. Box 129
Welch, OK 74369


Please acknowledge your receipt of this notice by returning a copy, signed by a duly authorized officer in the space provided below.

Sincerely,

WELCH STATE BANK

ACKNOWLEDGED:

By: Sherri Mount, Senior Vice President


By: Charlie W. Rogers

Title: Commissioner Chairman

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE entered into this May 15, 2023 by and between **Freedom Ford** (herein "Assignor") and **Welch State Bank** (herein "Assignee").

IN CONSIDERATION of the mutual agreements and understandings herein contained, in consideration of One Dollar (\$1.00) and other good valuable consideration, the parties hereto agree as follows:

1. Assignor hereby assigns to Assignee its entire right, title and interest in and to that certain Lease Purchase Agreement dated May 15, 2023 and entered into by and between Assignor and the Board of County Commissioners of **Pittsburg County** (herein "Lease"), together with Assignor's right to receive all rent and other monies thereunder, and all of Assignor's right title and interest in and to any guaranties or other rights and interest granted to Assignor to secure the payment due under the terms of the Lease.

2. Assignor represents, warrants and covenants to Assignee as follows:

(A) The Lease has been duly and validly executed by all parties thereto.

(B) No act of default in the Lease has occurred to date since the execution of this Assignment.

3. The rights and privileges of Assignee under this agreement shall inure to the benefits of its successors and assigns. All covenants, representations, warranties, and agreements of Assignor contained in this agreement shall bind Assignor's successors and assigns.

4. If any provision of this Agreement shall for any reasons be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and this Assignment shall be construed as if such invalid or unenforceable provision had never been contained herein.

5. It is the intention of the parties that this Agreement be governed by the laws of the state of Oklahoma.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

ASSIGNOR: **Freedom Ford**

ASSIGNEE: **Welch State Bank**

By: _____

By: _____
Sherri Mount, Senior Vice President

WELCH STATE BANK



Member F D I C

INVOICE

396 S. Commercial
PO Box 129
Welch, OK 74369
Ph. 918-788-3373
Fax 918-788-3364

May 15, 2023

To: **Pittsburg County
Sheriff's Department
115 E. Carl Albert Parkway
McAlester, OK 74501**

Reference: **Lease/Purchase #125520**

QUANTITY	DESCRIPTION	TOTAL
1	Lease # 125520 - Payment #1 per Payment Schedule 2023 Ford F150 Police Responder Crew Cab VIN:1FTFW1P83PKE13684	\$1,046.60
Total Due		\$1,046.60
Date Due:		June 15, 2023

THANK YOU FOR YOUR BUSINESS!

Please remit payment to: **Welch State Bank
PO Box 129
Welch, OK 74369**

CUT ON LINE AND RETURN BOTTOM PORTION WITH PAYMENT

Payment #	Account #	Due Date	Amount Due
1	125520	June 15, 2023	\$1,046.60

Welch State Bank
PO Box 129
Welch, OK 74369

**Pittsburg County
Sheriff's Department**

2023 Ford F150 Police Responder Crew Cab
VIN:1FTFW1P83PKE13684

**Information Return for Small Tax-Exempt
 Governmental Bond Issues, Leases, and Installment Sales**
 ▶ Under Internal Revenue Code section 149(e)
Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.
 ▶ Go to www.irs.gov/Form8038GC for instructions and the latest information.

OMB No. 1545-0047

Check box if Amended Return

Part I Reporting Authority

1 Issuer's name
Pittsburg County

2 Issuer's employer identification number (EIN)
73-6006407

3 Number and street (or P.O. box if mail isn't delivered to street address) Room/suite
115 E Carl Albert Parkway

4 City, town, or post office, state, and ZIP code
McAlester, OK 74501

5 Report number (For IRS Use Only)

6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information
Hope Trammell, County Clerk

7 Telephone number of officer or legal representative
918-423-6865

Part II Description of Obligations Check one box: Single issue Consolidated return

8a Issue price of obligation(s) (see instructions)	45,169.20
b Issue date (single issue) or calendar date (consolidated). Enter date in MM/DD/YYYY format (for example, 01/01/2009) (see instructions) ▶ <u>05/15/2023</u>	
9 Amount of the reported obligation(s) on line 8a that is:	
a For leases for vehicles	45,169.20
b For leases for office equipment	
c For leases for real property	
d For leases for other (see instructions)	
e For bank loans for vehicles	
f For bank loans for office equipment	
g For bank loans for real property	
h For bank loans for other (see instructions)	
i Used to refund prior issue(s)	
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	
k Other	

10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box

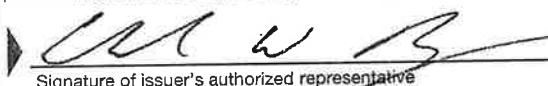
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions)

12 Vendor's or bank's name: Welch State Bank

13 Vendor's or bank's employer identification number: 73-0504830

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

Signature and Consent

 _____
 Signature of issuer's authorized representative Date

Charlie W. Rogers, Commissioner
 Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ▶	Firm's EIN ▶		Phone no.	
Firm's address ▶				

Future Developments
 For the latest information about developments related to Form 8038-GC and its instructions, such as legislation enacted after they were published, go to www.irs.gov/Form8038GC.

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

Purpose of Form
 Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File
 Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.
 Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Bonds.
Filing a separate return for a single issue.
 Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.
 An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate. See the instructions for line 11, later.

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that aren't reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.
 Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

Pittsburg County, OKLAHOMA

LEASE PURCHASE AGREEMENT

This agreement is made this May 15, 2023 by and between the Board of County Commissioners of Pittsburg County, Oklahoma, designated throughout this agreement as the Lessee, and Freedom Ford, designated throughout this agreement as the Lessor.

I. Equipment

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

<u>Make</u>	<u>Model</u>	<u>Description</u>	<u>Serial #</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Lease Purchase Price</u>
2023 Ford	F150	Police Responder Crew Cab	1FTFW1P88PKE13762	1	\$45,169.20	\$50,236.80

together with equipment, accessions, additions, and attachments thereto.

II. Payment Of Lease Purchase Installments

In consideration of the agreement by the Lessor to lease purchase the equipment, the Lessee promises to pay the Lessor, for the equipment, the sum of \$1,046.60 per month, (see enclosed payment schedule) during the term of this agreement or any renewal of the agreement

III. Lease Term

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

IV. Option To Renew

The Lessee is hereby granted 3 successive options to renew this lease for additional terms not to exceed one fiscal year each, plus one final option to renew this lease for a period of 11 months, all upon the same terms and conditions, provided that such options may be exercised, as a matter of right, solely and exclusively by the Lessee, the exercise of any such option shall be accomplished by the issuance of a purchase order upon or within thirty (30) days after the expiration of the terms of this lease or any renewal then in effect.

V. Title To Equipment

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

VI. Option To Purchase

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

VII. Delivery And Return Of Equipment

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

VIII. Repairs And Maintenance

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

IX. Taxes

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

X. Insurance

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

XI. Patents

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

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

XII. Funding

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

XIII. Assignment

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

XIV. Road Machinery and Equipment

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

XV. Entire Agreement Of The Parties And Severability

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


XVI. Choice Of Law

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

Approved by the Board of County Commissioners At
Pittsburg County, Oklahoma

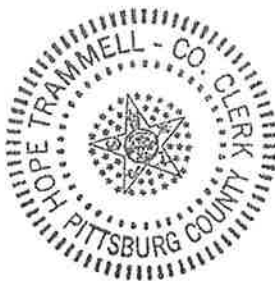

Charlie W. Rogers, District #1


Kevin Smith, District #2


Ross Selman, District #3

FOR THE LESSOR: **Freedom Ford**

ATTEST: 
Hope Trammell, County Clerk



SCHEDULE OF RENTAL PAYMENTS

Lease No. 125521

This Schedule is executed by **Freedom Ford** ("Lessor") and **Pittsburg County** ("Lessee"), as a supplement to, and is hereby attached to and made a part of that certain Lease Purchase Agreement For Equipment dated as of **May 15, 2023** ("Lease"), between Lessor and Lessee.

EQUIPMENT LOCATION: Sheriff's Department

PAYMENT SCHEDULE:

RATE: STATE CONTRACT


Equipment Cost \$45,169.20

	Date	Payment	Interest	Principal	Balance
Loan	05/15/2023				45,169.20
1	06/15/2023	1,046.60	203.29	843.31	44,325.89
2	07/15/2023	1,046.60	193.06	853.54	43,472.35
3	08/15/2023	1,046.60	195.65	850.95	42,621.40
4	09/15/2023	1,046.60	191.83	854.77	41,766.63
5	10/15/2023	1,046.60	181.91	864.69	40,901.94
6	11/15/2023	1,046.60	184.09	862.51	40,039.43
7	12/15/2023	1,046.60	174.39	872.21	39,167.22
8	01/15/2024	1,046.60	176.28	870.32	38,296.90
9	02/15/2024	1,046.60	172.36	874.24	37,422.66
10	03/15/2024	1,046.60	157.56	889.04	36,533.62
11	04/15/2024	1,046.60	164.43	882.17	35,651.45
12	05/15/2024	1,046.60	155.28	891.32	34,760.13
13	06/15/2024	1,046.60	156.44	890.16	33,869.97
14	07/15/2024	1,046.60	147.52	899.08	32,970.89
15	08/15/2024	1,046.60	148.39	898.21	32,072.68
16	09/15/2024	1,046.60	144.35	902.25	31,170.43
17	10/15/2024	1,046.60	135.76	910.84	30,259.59
18	11/15/2024	1,046.60	136.19	910.41	29,349.18
19	12/15/2024	1,046.60	127.83	918.77	28,430.41
20	01/15/2025	1,046.60	127.96	918.64	27,511.77
21	02/15/2025	1,046.60	123.82	922.78	26,588.99
22	03/15/2025	1,046.60	108.09	938.51	25,650.48
23	04/15/2025	1,046.60	115.44	931.16	24,719.32
24	05/15/2025	1,046.60	107.66	938.94	23,780.38
25	06/15/2025	1,046.60	107.03	939.57	22,840.81
26	07/15/2025	1,046.60	99.48	947.12	21,893.69
27	08/15/2025	1,046.60	98.54	948.06	20,945.63
28	09/15/2025	1,046.60	94.27	952.33	19,993.30
29	10/15/2025	1,046.60	87.08	959.52	19,033.78
30	11/15/2025	1,046.60	85.66	960.94	18,072.84
31	12/15/2025	1,046.60	78.72	967.88	17,104.96
32	01/15/2026	1,046.60	76.98	969.62	16,135.34
33	02/15/2026	1,046.60	72.62	973.98	15,161.36
34	03/15/2026	1,046.60	61.63	984.97	14,176.39
35	04/15/2026	1,046.60	63.80	982.80	13,193.59
36	05/15/2026	1,046.60	57.46	989.14	12,204.45
37	06/15/2026	1,046.60	54.93	991.67	11,212.78
38	07/15/2026	1,046.60	48.84	997.76	10,215.02
39	08/15/2026	1,046.60	45.97	1,000.63	9,214.39

40	09/15/2026	1,046.60	41.47	1,005.13	8,209.26
41	10/15/2026	1,046.60	35.76	1,010.84	7,198.42
42	11/15/2026	1,046.60	32.40	1,014.20	6,184.22
43	12/15/2026	1,046.60	26.94	1,019.66	5,164.56
44	01/15/2027	1,046.60	23.24	1,023.36	4,141.20
45	02/15/2027	1,046.60	18.64	1,027.96	3,113.24
46	03/15/2027	1,046.60	12.66	1,033.94	2,079.30
47	04/15/2027	1,046.60	9.36	1,037.24	1,042.06
48	05/15/2027	1,046.60	4.54	1,042.06	0.00
Grand Totals		50,236.80	5,067.60	45,169.20	

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

LESSEE: Pittsburg County

BY: 
Charlie W. Rogers

TITLE: Commissioner Chairman

CERTIFICATE OF ACCEPTANCE

I, the undersigned, hereby certify that I am the duly qualified and acting County Commissioner Chairman, for Pittsburg County, State of Oklahoma ("Lessee") with respect to the Lease Purchase Agreement For Equipment dated May 15, 2023, (the "Lease"), by and between the Freedom Ford, ("Lessor") and Lessee, and that:

1. The equipment described in the Lease (the "Equipment") has been delivered and installed in accordance with the Specifications (as that term is defined in the Lease) and has been irrevocably accepted by Lessee.
2. The rental payments provided for in the Lease (the "Rental Payments") shall commence and be due and payable on June 15, 2023, and the 15th of each month thereafter in accordance with the Lease.
3. Lessee has appropriated and/or taken all other lawful actions necessary to provide monies sufficient to pay all Rental Payments required to be paid under the Lease during the fiscal year of Lessee for which monies have been appropriated and such monies will be applied in payment of all Rental Payments due and payable during such current fiscal year.
4. Lessee is exempt from all personal property taxes, and is exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.
5. Equipment Description: **2023 Ford F150 Police Responder Crew Cab VIN:1FTFW1P88PKE13762 together with equipment, accessions, additions, and attachments thereto.**

DATED: May 15, 2023

By: 
Charlie W. Rogers

Title: Commissioner Chairman

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

INSURANCE COVERAGE REQUIREMENTS

In accordance with Section 10 of the Equipment Lease Purchase Agreement dated as **May 15, 2023** ("Lease") by **Freedom Ford** ("Lessor") and **Pittsburg County** ("Lessee"). "Lessor" has assigned the Equipment Lease Purchase Agreement and all rights to the **Welch State Bank, P.O. Box 129 Welch, Ok 74369, 918-788-3373**. Lessee has instructed their insurance agent named below (please fill in name, address and telephone number)

Company: Oklahoma Municipal Assurance Group

Address: 3650 S. Boulevard, Edmond, OK 73013-5581

Telephone: 405-657-1400

To issue:

All Risk Physical Damage Insurance on the Equipment (as defined in the Agreement) evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming the Lessor and/or its Assignee, as loss payee.
Coverage Required-Full Replacement Value

Public Liability Insurance evidenced by a Certificate of Insurance, naming the Lessor and/or its Assignee as Additional Insured, with the following minimum coverage:
\$500,000.00 per person
\$500,000.00 aggregate bodily injury liability
\$300,000.00 property damage liability

or

Pursuant to Section 10 of the Agreement, Lessee is self insured for all risk, physical damage and public liability and will provide proof of such self insurance in letter form together with a copy of the statute authorizing this form of insurance.

Cost: \$45,169.20

Equipment Description: **2023 Ford F150 Police Responder Crew Cab VIN:1FTFW1P88PKE13762 together with equipment, accessions, additions, and attachments thereto.**

Equipment Location: **Sheriff's Department**

Lessee: **Pittsburg County**


By: 
Charlie W. Rogers

Title: Commissioner Chairman

OPINION OF COUNSEL

With respect to that certain Lease-Purchase Agreement for Equipment ("Lease") dated May 15, 2023 by and between Lessor and Lessee. I am of the opinion that:

(i) Lessee is a tax exempt entity under section 103 of the Internal Revenue Code of 1986, as amended; (ii) the execution, delivery and performance by Lessee of the Lease have been duly authorized by all necessary action on the part of Lessee; (iii) the Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms and all statements contained in the Lease and all related instruments are true; (iv) there are no suits, proceedings or investigations pending or, to my knowledge, threatened against or affecting Lessee, at law or in equity, or before or by any governmental or administrative agency or instrumentality which, if adversely determined, would have a material adverse effect on the transaction contemplated in the Lease or the ability of Lessee to perform its obligations under the Lease and Lessee is not in default under any material obligation for the payment of borrowed money, for the deferred purchase price of property or for the payment of any rent under any lease agreement which either individually or in the aggregate would have the same such effect; and (v) all required public bidding procedures regarding the award of the Lease have been followed by Lessee and no governmental orders, permissions, consents, approvals or authorizations are required to be obtained and no registrations or declarations are required to be filed in connection with the execution and delivery of the Lease.

Counsel for Lessee: 
By: Chuck Sullivan
Title: District Attorney
Date: 5/11/23

**CERTIFICATE WITH RESPECT TO
QUALIFIED TAX-EXEMPT OBLIGATION**

1. This certificate with respect to qualified tax-exempt obligations (the "Certificate") is executed for the purpose of establishing that the Lease has been designated by Lessee as a qualified tax exempt obligation of Lessee for purposes of Section 265(b)(3)(B) of the Tax Reform Act of 1986.
2. Lessee is a political subdivision of the State of Oklahoma and the Lease is being issued by Lessee in calendar year 2022-2023.
3. No portion of the gross proceeds of the Lease will be used to make or finance loans to persons other than governmental units or be used in any trade or business carried on by any person other than a governmental unit.
4. The Lease is issued to provide financing as a qualified project bond within the meaning of the Act.
5. Including the Lease herein so designated, Lessee has not designated more than \$10,000,000.00 of obligations issued during calendar year 2022-2023 as qualified tax-exempt obligations. Lessee reasonably anticipates that the total amount of qualified tax-exempt obligations to be issued by Lessee during the current calendar year will not exceed \$10,000,000.00.
6. Lessee reasonably anticipates that the total amount of qualified tax-exempt obligations to be issued by Lessee during the calendar year 2022-2023 will not exceed \$10,000,000.00.
7. This Certificate is based on facts and circumstances in existence on this date.

IN WITNESS WHEREOF, I have set my hand this May 15, 2023.

Lessee: **Pittsburg County**

By: 
Charlie W. Rogers

Title: Commissioner Chairman

Attest: 
Hope Trammell, County Clerk



May 15, 2023

Pittsburg County
115 E. Carl Albert Parkway
McAlester, OK 74501

Re: Lease Purchase Agreement For Equipment dated May 15, 2023, between Freedom Ford, Lessor, and Pittsburg County, Lessee.

Dear Board of County Commissioners:

Please be advised that Freedom Ford has assigned and transferred to Welch State Bank, all of its right, title and interest in and to the above-described Lease Purchase Agreement For Equipment, including title to the property leased thereunder and the right to receive lease payments. A copy of the assignment is enclosed for your file. Please note the fact of this assignment in your records (as required by Section 149(a) of the Internal Revenue Code of 1986) and make all further payments to:

Welch State Bank
P.O. Box 129
Welch, OK 74369

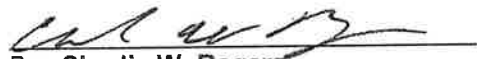
Please acknowledge your receipt of this notice by returning a copy, signed by a duly authorized officer in the space provided below.

Sincerely,

WELCH STATE BANK

ACKNOWLEDGED:

By: Sherri Mount, Senior Vice President


By: Charlie W. Rogers

Title: Commissioner Chairman

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE entered into this May 15, 2023 by and between **Freedom Ford** (herein "Assignor") and **Welch State Bank** (herein "Assignee").

IN CONSIDERATION of the mutual agreements and understandings herein contained, in consideration of One Dollar (\$1.00) and other good valuable consideration, the parties hereto agree as follows:

1. Assignor hereby assigns to Assignee its entire right, title and interest in and to that certain Lease Purchase Agreement dated May 15, 2023 and entered into by and between Assignor and the Board of County Commissioners of Pittsburg County (herein "Lease"), together with Assignor's right to receive all rent and other monies thereunder, and all of Assignor's right title and interest in and to any guaranties or other rights and interest granted to Assignor to secure the payment due under the terms of the Lease.

2. Assignor represents, warrants and covenants to Assignee as follows:
- (A) The Lease has been duly and validly executed by all parties thereto.
 - (B) No act of default in the Lease has occurred to date since the execution of this Assignment.

3. The rights and privileges of Assignee under this agreement shall inure to the benefits of its successors and assigns. All covenants, representations, warranties, and agreements of Assignor contained in this agreement shall bind Assignor's successors and assigns.

4. If any provision of this Agreement shall for any reasons be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and this Assignment shall be construed as if such invalid or unenforceable provision had never been contained herein.

5. It is the intention of the parties that this Agreement be governed by the laws of the state of Oklahoma.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

ASSIGNOR: Freedom Ford

ASSIGNEE: **Welch State Bank**

By: _____

By: _____
Sherri Mount, Senior Vice President

WELCH STATE BANK



INVOICE

396 S. Commercial
PO Box 129
Welch, OK 74369
Ph. 918-788-3373
Fax 918-788-3364

May 15, 2023

To: **Pittsburg County
Sheriff's Department
115 E. Carl Albert Parkway
McAlester, OK 74501**

Reference: **Lease/Purchase #125521**

QUANTITY	DESCRIPTION	TOTAL
1	Lease # 125521 - Payment #1 per Payment Schedule 2023 Ford F150 Police Responder Crew Cab VIN:1FTFW1P88PKE13762	\$1,046.60
Total Due		\$1,046.60
Date Due:		June 15, 2023

THANK YOU FOR YOUR BUSINESS!

Please remit payment to: **Welch State Bank
PO Box 129
Welch, OK 74369**

CUT ON LINE AND RETURN BOTTOM PORTION WITH PAYMENT

Payment #	Account #	Due Date	Amount Due
1	125521	June 15, 2023	\$1,046.60

Welch State Bank
PO Box 129
Welch, OK 74369

**Pittsburg County
Sheriff's Department**

2023 Ford F150 Police Responder Crew Cab
VIN:1FTFW1P88PKE13762

**Information Return for Small Tax-Exempt
Governmental Bond Issues, Leases, and Installment Sales**

OMB No. 1545-0047

Under Internal Revenue Code section 149(e)
Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.
Go to www.irs.gov/Form8038GC for instructions and the latest information.

Part I Reporting Authority		Check box if Amended Return <input type="checkbox"/>	
1 Issuer's name Pittsburg County		2 Issuer's employer identification number (EIN) 73-6006407	
3 Number and street (or P.O. box if mail isn't delivered to street address) 115 E Carl Albert Parkway		Room/suite	
4 City, town, or post office, state, and ZIP code McAlester, OK 74501		5 Report number (For IRS Use Only)	
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information Hope Trammell, County Clerk		7 Telephone number of officer or legal representative 918-423-6865	

Part II Description of Obligations		Check one box: <input checked="" type="checkbox"/> Single issue <input type="checkbox"/> Consolidated return	
8a Issue price of obligation(s) (see instructions)		8a	45,169.20
b Issue date (single issue) or calendar date (consolidated). Enter date in MM/DD/YYYY format (for example, 01/01/2009) (see instructions)	05/15/2023		
9 Amount of the reported obligation(s) on line 8a that is:		9a	45,169.20
a For leases for vehicles		9b	
b For leases for office equipment		9c	
c For leases for real property		9d	
d For leases for other (see instructions)		9e	
e For bank loans for vehicles		9f	
f For bank loans for office equipment		9g	
g For bank loans for real property		9h	
h For bank loans for other (see instructions)		9i	
i Used to refund prior issue(s)		9j	
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)		9k	
k Other			
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box			<input checked="" type="checkbox"/>
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions)			<input type="checkbox"/>
12 Vendor's or bank's name: Welch State Bank			
13 Vendor's or bank's employer identification number: 73-0504830			

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

Signature and Consent			Charlie W. Rogers, Commissioner
	Signature of issuer's authorized representative	Date	Type or print name and title

Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name	Firm's EIN			
	Firm's address	Phone no.			

Future Developments
For the latest information about developments related to Form 8038-GC and its instructions, such as legislation enacted after they were published, go to www.irs.gov/Form8038GC.

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

Purpose of Form
Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File
Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.
Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Bonds.
Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.
An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate. See the instructions for line 11, later.

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that aren't reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.
Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

884.00 +
 15.00 +
 14.00 +
 7.00 +
 5.00 +
 81.00 +
 7.00 +

007

1,013.00 *

plus options
not listed

884.00 +
 15.00 +
 14.00 +
 7.00 +
 5.00 +
 81.00 +
 7.00 +

~~250.00~~ 8.00 +
 570.00 17.00 +
 625.00 19.00 +
 135.00 5.00 +

011

1,062.00 *

State
Contract
monthly
lease
48 months

Dealer Name: BOB MOORE FORD
 Make Bidding: FORD
 Model Bidding: 2023 F150 CREW CAB
 Model Code: W1C / W1E / W1P

1/2 Ton Truck Crew Cab
 Item # 1000009315

Body & Chassis	Minimum Req.	Enter Vehicle Specification and Manufacturer Option Codes
Gross Vehicle Weight Rating	6400 # GVW	6600#
Wheelbase/CA	List	145"/26" CA
Extended Cab Bed Length	Standard Bed - 6 1/2'	YES
Crew Cab Bed Length	Standard Bed - 5 1/2'	YES
Engine		
Engine Type (Cylinder/Liter	8 Cyl/ List Liter/HP/Specs	5.0L / 8 CYL/
Alternate Fuel Engine	List Type	FLEX FUEL E85
Transmission		
Automatic - Two Wheel Drive	Automatic/List Type	10 SPEED AUTOMATIC WITH SELECT DRIVE
Drive Axle		
Primary Drive Axle	Rear Wheel Drive	YES
Differential Type/Ratio	Reg. / List Ratio	3.15/
Electrical		
Alternator/Min (amps)	Mfg. Std. List Size	200 AMP
Battery min. (CCA)	Mfg. Std. List Size	610 CCA
Fuel		
Fuel Capacity min Liters(Gals)	Mfg. Std. List Amount in Gallons	26 GALLONS
Exterior		
Paint	One Color Paint	YES
Doors & Windows		
Doors	4 Doors	YES
Door Locks	Power Locks, Keyless Entry	YES
Windows	Power Windows	YES
Mirrors	Power Mirrors	YES
Floor		
Floor Covering	Vinyl/Rubber	YES
Interior		
Air Conditioning	Front AC Req.	YES
Radio	AM/FM	YES
Tilt & Cruise	Tilt Wheel & Cruise Control	YES 50S
Seats		
Seating Capacity min.	5 Passenger	YES 6 PASSENGER
Seats	Cloth Bench Seat	YES 40/20/40
Rear Seat	Cloth Bench Seat	YES
Safety		
Brakes	4 Wheel Antilock/ List Disc/Drums	4 WHEEL ABS DISC
Restraint System All Pass	Req.	YES
Air Bags Both Sides	Req.	YES
Tires & Wheels		
Tires & Wheels	Mfg. Std. List Size	245/70R17 BSW A/S
Spare	Full Size Spare	YES
Warranty		
Bumper to Bumper Warranty	List Warranty	3 YEAR OR 36000 MILES
Drive Train Warranty	List Warranty	3 YEAR OR 36000 MILES
PURCHASE PRICE		\$38,070
3YR LEASE PRICE		\$1,148
4YR LEASE PRICE		\$884
5YR LEASE PRICE		\$725
MSRP FOR PURCHASE PRICE		\$44,360

Dealer Name: BOB MOORE FORD

Make Bidding: FORD

1/2 Ton Truck Crew Cab

Model Bidding: 2023 F150 CREW CAB

Item # 100009315

Model Code: W1C / W1E / W1P

		Enter Optional Equipment Description and Manufacturer Option Codes	PURCHASE PRICE
Engine Type	Larger V8 Gas Engine List /Cyl/Liters/HP	5.0L V8 E85 / TBD / TBD	\$0
Engine Type	Smaller V6 Gas Engine List /Cyl/Liters/HP	3.5L ECOBOOST TURBO / TBD / TBD	\$625
CNG Engine	List Size/Liters/HP	N/A	\$0
Body & Chassis			
Shorter Bed	Short Bed - 5 1/2'		\$0
Longer Bed	Long Bed - 6 1/2'	157" WB	\$1,305
Longer Bed	Long Bed - 8'	n/a	\$0
Bed Delete	Delete Bed	Delete Bed	
Transmission			
Four Wheel Drive (4WD)	Add Four Wheel Drive (4WD) w/ skid plates	W1E & 413	\$4,500
Drive Axle			
Differential Type/Ratio	Add Limited Slip/Locking Diff	XL3 3.31 E-Lock Axle Ratio	\$600
Ratio	Optional Rear Ratio List	XL6 3.73 E-Lock available with Optional 3.3L Engine	\$570
Electrical			
Alternator	Larger Alternator List Amps	N/A	\$0
Lights	Add Spot Light Driver Side Only	RFN V	\$600
Lights	Add Daytime Running Lights	942 /	\$44
Lights	Disable Daytime Running Lights	N/A	\$0
Block Heater	Add Block Heater	41H /	\$100
Exterior			
Side Steps	Black	18B	\$300
Side Steps	Chrome	RFN V	\$700
Trailer Mirrors	Manual Telescoping Trailer Mirrors	54Y Only with 6.5' Bed and Requires 53A, 924, 57Q & 59S	\$400
Front Bumper	Add Chrome Front Bumper	86A CHROME APPEARANCE PKG	\$755
Rear Bumper	Add Chrome Rear Bumper	INCLUDED W/T FRONT BUMPER	\$0
Doors & Windows			
Door Locks & Windows	Delete Power Door Locks/Windows	N/A on SuperCrew. Standard Item	\$0
Locks	Delete Keyless Entry	N/A on SuperCrew. Standard Item	\$0
Locks	Add Burglar Alarm	Standard on SuperCrew	\$0
Keys	Cost of Additional Keys	DLR 1 KEY WITHOUT REMOTE	\$300
Tinted Windows	Add Deep Tinted Glass	DLR INSTALLED	\$350
Mirrors	Add Power Mirrors	Standard on SuperCrew	\$0
Mirrors	Trailer Mirrors	54Y MAN / TELE / FOLDING / POWER GLASS	\$400
Floor			
Floor Covering	Carpet with Floor Mats	168 - Requires 101A	\$200
Interior			
Air Conditioning	Delete AC	N/A on SuperCrew. Standard Item	\$0
Radio	Add AM/FM CD	AM/FM SiriusXM SYNC 4 w/ Enhanced Voice Recognition - Adds 101A Package	\$495
Special Services Package	Special Services Model Change	W1P F150 POLICE RESPONDER (ADD 3.5L ECOBOOST)	\$3,500
Seats			
Seat	Delete Cloth	AS Vinyl Bench	\$0
Bucket Seats	Add Bucket Seats with Console	WS 40/Console/40 Cloth Buckets	\$295
Suspension			
Suspension/Shocks	Add HD Suspension / List GVW	627 HD Payload Pkg, Requires 53C Max Trailer Tow * 163" WB 7850 lbs GVWR	\$2,995
Tires & Wheels			
Tires & Wheels	All Terrain Tires	T7C LT265/70R17C BSW A/T	\$295
Wheels	Add Chrome/Aluminium	Included in 86A Chrome Appearance Pkg	\$845
Spare Tire Lock	Add Factory Spare Tire Lock	Included	\$0
Towing			
Hitch	Add Hitch, Wiring, Receiver	53B Class IV	\$250
Electric Brake Controller	Add Electric Brake Controller	67T	\$275
Hooks	Add Front Tow Hooks	Standard only on 4x4	\$0
Delivery			
Delivery Cost	Price to Deliver Truck more than 150 miles	\$1.95 Per Mile Delivery	
Other			
Options not listed	Discount off MSRP for options not listed		4%

Dealer Name: BOB MOORE FORD
 Make Bidding: FORD
 Model Bidding: 2023 F150 CREW CAB
 Model Code: W1C / W1E / W1P

1/2 Ton Truck Crew Cab
 Item # 1000009315

		Enter Optional Equipment Description and Manufacturer Option Codes	PURCHASE PRICE	3YR LEASE PRICE	4YR LEASE PRICE	5YR LEASE PRICE
Engine Type	Larger V8 Gas Engine List /Cyl/Liters/HP	5.0L V8 E8E / TBD / TBD	\$0	\$0	\$0	\$0
Engine Type	Smaller V6 Gas Engine List /Cyl/Liters/HP	3.5L ECOBOOST TURBO / TBD / TBD	\$625	\$19	\$15	\$12
CNG Engine	List Size/Liters/HP	N/A	\$0	\$0	\$0	\$0
Body & Chassis						
Shorter Bed	Short Bed - 5 1/2'		\$0	\$0	\$0	\$0
Longer Bed	Long Bed - 6 1/2'	167" WB	\$1,305	\$39	\$30	\$25
Longer Bed	Long Bed - 8'	n/a	\$0	\$0	\$0	\$0
Bed Delete	Delete Bed	Delete Bed		\$0	\$0	\$0
Transmission						
Four Wheel Drive (4WD)	Add Four Wheel Drive (4WD) w/ skid plates	W1E & 413	\$4,500	\$136	\$104	\$86
Drive Axle						
Differential Type/Ratio	Add Limited Slip/Locking Diff	XL3 3.31 E-Lock Axle Ratio	\$600	\$18	\$14	\$11
Ratio	Optional Rear Ratio List	XL6 3.73 E-Lock available with Optional 3.3L Engine	\$570	\$17	\$13	\$11
Electrical						
Alternator	Larger Alternator List Amps	N/A	\$0	\$0	\$0	\$0
Lights	Add Spot Light Driver Side Only	RFN V	\$600	\$18	\$14	\$11
Lights	Add Daytime Running Lights	942 /	\$44	\$1	\$1	\$1
Lights	Disable Daytime Running Lights	N/A	\$0	\$0	\$0	\$0
Block Heater	Add Block Heater	41H /	\$100	\$3	\$2	\$2
Exterior						
Side Steps	Black	18B	\$300	\$9	\$7	\$6
Side Steps	Chrome	RFN V	\$700	\$21	\$16	\$13
Trailer Mirrors	Manual Telescoping Trailer Mirrors	54Y Only with 6.5' bed and requires 53A, 924, 57U & 59S	\$400	\$12	\$9	\$8
Front Bumper	Add Chrome Front Bumper	86A CHROME APPEARANCE PKG	\$755	\$23	\$18	\$14
Rear Bumper	Add Chrome Rear Bumper	INCLUDED W/IT FRONT BUMPER	\$0	\$0	\$0	\$0
Doors & Windows						
Door Locks & Windows	Delete Power Door Locks/Windows	N/A on SuperCrew. Standard Item	\$0	\$0	\$0	\$0
Locks	Delete Keyless Entry	N/A on SuperCrew. Standard Item	\$0	\$0	\$0	\$0
Locks	Add Burglar Alarm	Standard on SuperCrew	\$0	\$0	\$0	\$0
Keys	Cost of Additional Keys	DLR 1 KEY WITHOUT REMOTE	\$300	\$9	\$7	\$6
Tinted Windows	Add Deep Tinted Glass	DLR INSTALLED	\$350	\$11	\$8	\$7
Mirrors	Add Power Mirrors	Standard on SuperCrew	\$0	\$0	\$0	\$0
Mirrors	Trailer Mirrors	54Y MAN / TELE / FOLDING / POWER GLASS	\$400	\$12	\$9	\$8
Floor						
Floor Covering	Carpet with Floor Mats	168 - Requires 101A	\$200	\$6	\$5	\$4
Interior						
Air Conditioning	Delete AC	N/A on SuperCrew. Standard Item	\$0	\$0	\$0	\$0
Radio	Add AM/FM CD	AM/FM SPLITXM STNG 4 w/ Enhanced Voice Recognition - Adds 101A Package	\$495	\$15	\$11	\$9
Special Services Package	Special Services Model Change	W1P F150 POLICE RESPONDER (ADD 3.5L ECOBOOST)	\$3,500	\$106	\$81	\$67
Seats						
Seat	Delete Cloth	AS Vinyl Bench	\$0	\$0	\$0	\$0
Bucket Seats	Add Bucket Seats with Console	WS 40/Console/40 Cloth Buckets	\$295	\$9	\$7	\$6
Suspension						
Suspension/Shocks	Add HD Suspension / List GVW	6Z7 HD Payload Pkg. Requires 53C Max Trailer Tow * 163" WB 7850 lbs GVWR	\$2,995	\$90	\$70	\$57
Tires & Wheels						
Tires & Wheels	All Terrain Tires	T7C LT265/70R17C BSW AT	\$295	\$9	\$7	\$6
Wheels	Add Chrome/Aluminum	Included in 86A Chrome Appearance Pkg	\$845	\$25	\$20	\$16
Spare Tire Lock	Add Factory Spare Tire Lock	Included	\$0	\$0	\$0	\$0
Towing						
Hitch	Add Hitch, Wiring, Receiver	53B Class IV	\$250	\$8	\$6	\$5
Electric Brake Controller	Add Electric Brake Controller	67T	\$275	\$8	\$6	\$5
Hooks	Add Front Tow Hooks	Standard only on 4x4	\$0	\$0	\$0	\$0
Delivery						
Delivery Cost	Price to Deliver Truck more than 150 miles	\$1.95 Per Mile Delivery				
Other						
Options not listed	Discount off MSRP for options not listed		4%			

BASE		\$ 38,070.00		\$ 38,070.00
W1P		\$ 3,500.00		\$ 3,500.00
3.5 V6		\$ 625.00		\$ 625.00
3.31 LOCKING		\$ 600.00		\$ 600.00
A/T TIRES		\$ 295.00		\$ 295.00
BOARDS		\$ 300.00		\$ 300.00
ENGINE IDLE		\$ 260.00	96%	\$ 249.60
INT UPGRADE		\$ 595.00	96%	\$ 571.20
LINERS		\$ 200.00		\$ 200.00
LED WARNING		\$ 650.00	96%	\$ 624.00
FOG		\$ 140.00	96%	\$ 134.40
REMOTE KEY		INC		
				\$ 45,169.20

FREEDOM FORD



Preview Order P232 - W1P - 4x4 Police Crew Cab: Order Summary Time of Preview: 03/28/2023 16:16:11 Receipt: 8/18/2022

Dealership Name: Sam Wampler's Freedom Ford

Sales Code : F52660

Dealer Rep.	Jeff Caldwell	Type	Fleet	Vehicle Line	F-150	Order Code	P232
Customer Name	PITTS CNTY SD	Priority Code	M1	Model Year	2023	Price Level	340

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F150 4X4 SUPERCREW - 145	\$48875	INTERIOR UPGRADE PACKAGE	\$595
145 INCH WHEELBASE	\$0	.COLOR-COORDINATED CARPET	\$0
TOTAL BASE VEHICLE	\$48875	50 STATE EMISSIONS	\$0
AGATE BLACK METALLIC	\$0	POLICE ENGINE IDLE FEATURE	\$260
POLICE 40/CONSOLE/40	\$0	LINER-TRAY STYLE-W/CARPET MAT	\$200
BLACK	\$0	FOG LAMPS	\$140
EQUIPMENT GROUP 150A	\$0	REMOTE KEYLESS-ENTRY KEY FOB	\$340
.XL SERIES	\$0	PRICE CONCESSION INDICATOR	\$0
.18" SILVER ALUMINUM WHEELS	\$0	REMARKS TRAILER	\$0
3.5L V6 ECOBOOST	\$0	LED WARNING BEACONS-RED *ACCY	\$650
ELEC TEN-SPEED AUTO W/TOW MODE	\$0	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
.LT265/70R18C BSW ALL-TERRAIN	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
.3.31 ELECTRONIC LOCK RR AXLE	\$0	FUEL CHARGE	\$0
7050# GVWR PACKAGE	\$0	NET INVOICE FLEET OPTION (B4A)	\$0
JOB #2 ORDER	\$0	PRICED DORA	\$0
FORD FLEET SPECIAL ADJUSTMENT	\$0	ADVERTISING ASSESSMENT	\$0
FRONT LICENSE PLATE BRACKET	\$0	DESTINATION & DELIVERY	\$1895
BLACK PLATFORM RUNNING BOARDS	\$250		
			MSRP
TOTAL BASE AND OPTIONS			\$53205
DISCOUNTS			NA
TOTAL			\$53205

ORDERING FIN: QZ876 END USER FIN: QZ876

INCENTIVES

Acc. Code ID :10 Contract/Ref # :04-329P Bid Date :01/17/22State : OK

DISCOUNTS:

\$-3600.00

Customer Name:
Customer Address:

Customer Email:
Customer Phone:

PURCHASE AGREEMENT

DR

FREEDOM FORD

720 South George Nigh Expressway
 McAlester, Oklahoma 74501
 (918) 423-2800

Dealer & Stock # PKE13644 Date 05/01/2023
 Purchaser PITTSBURG CO SHERIFF DEPT SSN# _____
 Address 1210 N WEST ST Telephone: Home 918/423-5858
 City MCALESTER State OK Zip Code 74501-2306 Telephone: Work 918/423-5858
45169.20

Purchaser agrees to purchase from Dealer the following described vehicle subject to all terms and conditions set forth on the face and reverse side of this Purchase Agreement.

Salesman JEFFREY S CALDWELL
 New Truck Used Truck New Demo Truck New Car Used Car New Demo Car
 Date of Delivery 05/01/2023 Time _____ .M.
 Miles 20

VEHICLE PURCHASED DESCRIPTION					
YEAR 2023	MFG. NAME FORD	MODEL F150	BODY TYPE PU	COLOR AGATE BLACK	UPHOLSTERY
VEHICLE IDENTIFICATION NO. 1 F T F W 1 P 8 2 P K E 1 3 6 4 4			LICENSE NUMBER & STATE 12		
ENGINE TYPE <input type="checkbox"/> 4 CYL <input type="checkbox"/> 6 CYL <input type="checkbox"/> 8 CYL		TRANSMISSION <input type="checkbox"/> 4 STD. <input type="checkbox"/> 5 SPD. <input type="checkbox"/> AUTO		AIR CONDITIONER <input type="checkbox"/> FACTORY <input type="checkbox"/> OTHER	
RADIO <input type="checkbox"/> AM/FM CASSETTE <input type="checkbox"/> AM/FM <input type="checkbox"/> CD.					
TIRES: 4 TIRES <input type="checkbox"/> 6 TIRES <input type="checkbox"/> 8 TIRES <input type="checkbox"/> 12 TIRES <input type="checkbox"/> OTHER # _____ <input type="checkbox"/>					
RIM SIZE: 14" <input type="checkbox"/> 15" <input type="checkbox"/> 16" <input type="checkbox"/> 17" <input type="checkbox"/> 18" <input type="checkbox"/> 20" <input type="checkbox"/> 22" <input type="checkbox"/> 24" <input type="checkbox"/>					
ACCESSORIES TO BE INSTALLED BY DEALER OR VENDOR: \$ _____ \$ _____					
PURCHASER IS RESPONSIBLE FOR ALL COSTS FOR THE TAG, TITLE AND PAYMENT OF TAXES ON VEHICLE PURCHASED. PURCHASER: <input checked="" type="checkbox"/>					
TRADE-IN VEHICLE:					
YEAR	MFG. NAME	MODEL	BODY TYPE	COLOR	UPHOLSTERY
VEHICLE IDENTIFICATION NO.			LICENSE NUMBER & STATE		MILEAGE
LIEN IN FAVOR OF		AMOUNT OF PAYOFF \$	GOOD THROUGH	PAYOFF CONFIRMED BY	
TELEPHONE		ADDRESS			
<p>I, Purchaser, agree as a part of this sale to pay to dealership any amount owed on Trade-In Vehicle to any third party, if different from amount shown as Trade-In Payoff on purchase of vehicle. I further certify that the vehicle identified as the Trade-In Vehicle is titled in my name, and is free and clear of all other liens and encumbrances other than what is shown above. I understand that if the title is not in my name, that it is my obligation to provide dealer with a clear title in the dealers name within five days after demand upon me by the dealer. I further warrant that the title to said Trade-In is not an insurance dated, rebuilt, salvage, theft, recovery or reconditioned title. I appoint the Dealer to act as my attorney in fact to sign my name on any document necessary to place title to the above described Trade-In Vehicle in Dealer's name.</p> <p>DISPUTE RESOLUTION CLAUSE This Dispute Resolution Clause applies to any controversy, claim or dispute between the Purchaser and the Dealer arising out of, or related to this sale or transaction, including, but not limited to any and all issues or disputes arising as a result of this sale or transaction, whether said issues arise prior to, during or subsequent to the sale or attempted sale of a vehicle and whether said sale or attempted sale is a cash sale or is based upon financing or extended credit, or arises as a result of any financing contract, agreement or sales document related to the sale or attempted sale of a vehicle. The Purchaser and Dealer agree that all matters addressed within this Clause shall be submitted to binding arbitration, with an Arbitration Service or Arbitrator of the parties choosing, pursuant to the Federal Arbitration Act, Title 9 U.S.C. § 1, et seq. The parties agree and understand that all disputes arising under case law, statutory law, and all other laws, including but not limited to, all contract, tort and property disputes, including any claim regarding the use, misuse, and/or disclosure of any information or documentation, including, but not limited to, personal or financial information obtained by the dealership from the purchaser, or about the purchaser, which may arise from the sale relationship or otherwise during the sale or at any time in the future will be subject to binding arbitration in accord with this Contract. The parties specifically exclude from this Dispute Resolution Clause all claims or disputes subject to the Small Claims Procedures Act of the State of Oklahoma. The parties agree that the arbitrator shall have authority provided for by the law and contract, including but not limited to authority to grant an award or order for money damages, consequential damages, exemplary damages, declaratory relief, or injunctive relief. Arbitration shall be conducted in compliance with the Rules of an Arbitration Service or Arbitrator of the parties choosing and in conformity with the Federal Rules of Civil Procedure. Any evidence submitted shall be in conformity with the Federal Rules of Evidence. The Arbitrator's award(s) will be entered as a judgement in a court having jurisdiction over the parties. Both the Purchaser and Dealer acknowledge and understand that they are waiving their right to a jury trial by entering into this agreement. It is agreed that the party filing the arbitration claim shall be responsible for the filing fee. The arbitrator's fee shall be equally divided between the parties. The prevailing party shall be entitled to attorney's fees and costs as allowed by Oklahoma and/or Federal statutes. Dealer and Purchaser agree that if Dealer must hire legal counsel to enforce or defend Dealer's legal rights under this Dispute Resolution Clause, Purchaser will pay to Dealer its attorneys fees and costs incurred by Dealer in Dealer's successful defense of Dealer's rights hereunder.</p>					
PURCHASER: <input checked="" type="checkbox"/>			DEALER: <input checked="" type="checkbox"/>		
SECURITY AGREEMENT Purchaser grants to Dealer a security interest in the vehicle described herein to secure the payment of the purchase price or any down payment owed to Dealer and any retail installment sales contract executed herewith to secure: (1) all future advances by Dealer to Purchaser; (2) all other liabilities of Dealer (primary, secondary, direct or indirect, absolute or contingent, sole, joint or several) due or to become due or which may be hereafter contracted by or acquired, of Purchaser; and (3) the performance of all agreements, covenants and warrants of Purchaser to Dealer. This security interest also covers, in addition to the specifically described vehicle: (1) all personal property installed in or affixed to such vehicle, including additions and accessories; and (2) proceeds, including insurance proceeds payable by reason of damage to or loss of vehicle and (3) any trade-in vehicle described above. NOTICE TO PURCHASER: Do not sign this Agreement before you read it or if it contains any blank spaces. You are entitled to an exact copy of the Agreement you sign. Purchaser by his/her signature ACKNOWLEDGES that he/she has read and received a complete copy of the Agreement and that there are no other agreements between the parties oral or in writing, if not set forth herein. That, if financing is arranged through Dealer, this Purchase is subject to Purchaser's satisfactory credit rating and the acceptance and funding of this Purchase Agreement and/or any Retail Installment Sales Contract executed herewith by a qualified lender or other financial institution. PURCHASER certifies that he/she is of legal age or older and no credit has been extended except as appears above. The Dealer and the Purchaser agree that if the Dealer must hire legal counsel to enforce the terms of this Purchase Agreement, or of any of the documents relating to the same matters, between the same parties, and made as part of substantially the same transaction described herein, that the Purchaser will pay to the Dealer attorneys fees and costs incurred in obtaining judgment or enforcing Dealer's legal rights. Further, should the Dealer be forced to hire legal counsel to defend Dealer's legal rights under this Purchase Agreement, and/or of any of the documents relating to the same matters, between the same parties, and made as part of substantially the same transaction described herein, including any of said documents. Purchaser will pay to Dealer any and all legal fees and costs incurred by Dealer in Dealer's successful defense of Dealer's rights. PURCHASER: <input checked="" type="checkbox"/>					

PURCHASE PRICE DISCLOSURE	
CASH PRICE	\$ 45169.20
ACC. PURCHASED + \$	N/A
MISCELLANEOUS \$	N/A
TOTAL SELLING PRICE	\$ 45169.20
TRADE IN ALLOWANCE AND/OR DISCOUNT - \$	N/A
TRADE DIFFERENCE OR SALE PRICE	\$ 45169.20
ADP* + \$	N/A
PAYOFF ON TRADE IN + \$	N/A
FACTORY REBATES - \$	N/A
CUSTOMER CASH OR CHECK DOWN - \$	N/A
EXTENDED SERVICE CONTRACT + \$	N/A
OTHER N/A \$	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
BALANCE DUE	\$ 45169.20
MANAGER APPROVAL	
DEALER REPRESENTATIVE	
This Agreement does not bind the Dealer until approved by a Representative of the Dealer.	
<input checked="" type="checkbox"/>	PURCHASER
<input checked="" type="checkbox"/>	N/A
CO-PURCHASER	

ADDITIONAL TERMS AND CONDITIONS

1. The Dealer (Seller) reserves the right to add to the purchase price of the vehicle being purchased and identified on the face of this Agreement, a charge to offset the dealers cost incurred for servicing of the vehicle, installation, repairs, alterations, improvements, preparation for delivery of the vehicle prior to sale and for after sale follow up by Dealer of any Customer Satisfaction Program or Additional Dealer Profit. The charge will be identified as Additional Dealer Profit (ADP) on the financial disclosure portion on the face of this Agreement.
2. The vehicle described herein is purchased in an "as is" condition. The Dealer expressly disclaims all warranties whether express or implied including warranties of merchantability or fitness for a particular purpose. Purchaser by his/her signature acknowledges that the Dealer neither assumes nor authorizes anyone on its behalf to assume for it any liability in connection with the sale of the vehicle. Purchaser acknowledges the Dealer shall not be liable for any consequential damages, damages to personal or real property of Purchaser or damages for loss of time, profit, income or wages of Purchaser in connection with the sale or use of the vehicle purchased. Any used vehicle sold to Purchaser by Dealer under this Agreement is sold at the time of delivery by Dealer without any guarantee or warranty, express or implied, including any implied warranty of merchantability or fitness for a particular purpose as to its condition or the condition of any part thereof except as may be otherwise specifically provided in writing on the face of this Agreement or in a separate writing furnished to Purchaser by Dealer. Dealer and/or its agents have made no representations concerning the vehicle or the terms of the agreement to the Purchaser other than what is reflected in this Purchase Agreement and/or any of the documents relating to the same matters, between the same parties, and made as part of substantially the same transaction described herein. Purchaser has been given the opportunity to have the vehicle inspected by a representative of Purchaser's choice. Purchaser acknowledges that paint or metal work may have been performed on the vehicle and that Seller does not have knowledge as to whether or not the vehicle may have been previously involved in any accident or wreck. Purchaser acknowledges that Purchaser has not relied upon any representation of Seller as to prior ownership, prior mechanical or physical condition, but relies solely upon Purchaser's inspection of the vehicle in deciding whether to purchase the vehicle.
3. As used in this Purchase Agreement the terms: (a) "Seller" shall mean the Dealer accepting this Agreement; (b) "Purchaser" shall mean the party(ies) executing this Agreement as such on the face hereof; and (c) "Manufacturer" shall mean the Corporation that manufactured the vehicle or chassis, it being understood by Purchaser and Seller, that Seller is not the agent of or for Manufacturer, that Seller and Purchaser are the sole parties to this Agreement and that reference to the Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Seller and Manufacturer with respect to new vehicles.
4. Purchaser acknowledges that the Manufacturer may change the price to Dealer of new vehicles without notice. In the event the price to Dealer of new vehicles of the series and body type described herein is changed by Manufacturer prior to delivery of the new vehicle being sold to Purchaser, Dealer reserves the right to change the cash delivery price of such vehicle to Purchaser accordingly. If such cash delivery price is increased by Dealer, Purchaser may, if dissatisfied therewith, cancel this Agreement, in which event if a used vehicle has been traded in as a part of the consideration for such new vehicle, such used vehicle shall be returned to Purchaser upon payment of a reasonable charge for conditioning and repairs (if any) or, if such used vehicle has been previously sold by Dealer, the Dealer shall pay to Purchaser the amount the Purchaser received as Trade-In Credit less any Trade-In Payoff paid by the Dealer, and less a reasonable charge for conditioning and repairs (if any).
5. If the used vehicle which has been traded in as a part of the consideration for the vehicle purchased hereunder is not to be delivered to Dealer until delivery to Purchaser of such vehicle, the used vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for such used vehicle. If such reappraised value is lower than the original allowance therefore shown on the front of this Agreement, Purchaser may, if dissatisfied therewith, cancel this Agreement, provided however, that such right to cancel is exercised prior to the delivery of the vehicle described herein to the Purchaser and surrender of the used vehicle to Dealer.
6. Purchaser agrees to deliver to Dealer satisfactory evidence of title of any used vehicle traded in as part of the consideration of the vehicle purchased at the time of delivery of such used vehicle to Dealer. Purchaser warrants any such used vehicle to be his or her personal property free and clear of all liens and encumbrances, free from defects in the title, and warrants that the title is not an insurance dated, salvage, reconditioned or rebuilt, theft or recovery title unless noted on the face of this Agreement and approved by Dealer. Purchaser further warrants that the odometer reading on the vehicle traded in is the actual mileage of the trade-in vehicle unless otherwise stated in writing.
7. Unless this Agreement shall have been cancelled by Purchaser under and in accordance with the provisions of paragraph 4 or 5 above, Dealer shall have the right, upon failure or refusal of Purchaser to accept delivery of the vehicle purchased hereunder or to comply with the terms of this Agreement to retain as liquidated damages any cash deposit made by Purchaser, and in the event a used vehicle has been traded in as part of the consideration for the vehicle purchased hereunder, to sell such used vehicle and reimburse itself out of the proceeds of such sale for the expenses specified in paragraph 4 above and for such other expenses and losses as Dealer may incur or suffer as a result of such failure or refusal by Purchaser. In the event of cancellation of the contract, Purchaser shall forfeit any reimbursement or refund from cancellation of Credit Life and/or Disability Insurance, Warranty or Service Contracts to the extent there remains owing to Seller any unpaid down payment on vehicle being purchased, pay off difference on any trade-in vehicle or any amount owed to Seller for additions to the vehicle or accessories and any insurance on the vehicle the Seller has purchased to protect the Seller's interest in the vehicle being purchased.
8. Purchaser acknowledges that any delay of Dealer in the delivery of the vehicle title being purchased shall not entitle the Purchaser to any claim or damages or constitute a breach of this Agreement if Dealer is making a diligent effort to provide Purchaser with said Title. Purchaser also acknowledges that delay in delivery of the Manufacturer's Statement of Origin on the vehicle being purchased or title to said vehicle, shall not constitute a breach of this Agreement or entitle the Purchaser to any claim to damages or compensation of any kind if the delay is due in whole or in part to any cause beyond the control of the Dealer and the Dealer is making a diligent effort to provide Purchaser with said Manufacturer's Statement of Origin or title.
9. The price for the vehicle being purchased specified on the face of this Agreement includes reimbursement for Federal Excise taxes, but does not include sales taxes, use taxes, luxury taxes or occupational taxes based on sales volume, (Federal, State or Local), unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such sales, use, luxury or occupational taxes imposed on or applicable to the transaction covered by this Agreement, regardless of which party may have primary tax liability therefor.
10. If a charge for Credit Life Insurance is included in this Agreement or in any retail installment contract, the provisions of the Credit Life Insurance contract form subsequently executed between the parties hereto in conjunction with this Agreement shall be fully effective. If such insurance is unavailable or partly unavailable under the designated policy, the applicable portion of the charge for Credit Life Insurance specified herein, and the finance charge thereon, may be deducted from the Total Time Balance and credited to the Purchaser. If such insurance does not become effective, notice thereof will be sent to the Purchaser by the Dealer and this Agreement and any retail installment contract executed in conjunction herewith shall otherwise remain fully effective.
11. The Purchaser, before or at the time of delivery of the vehicle covered by this Agreement will execute such other forms of agreement or documents as may be required by the terms of conditions or payment indicated on the front of this Agreement.
12. This Purchase Agreement and all written contracts relating to the same transaction as evidenced on the front of this Purchase Agreement, between the same parties, and made as part of substantially the same transaction as evidenced on the front of this Purchase Agreement shall be taken together and read as one document setting forth the terms of the parties agreement. To the extent that any of the terms among the various documents are inconsistent, the financing agreement shall supersede any directly conflicting rights, language or terms.
13. **USED VEHICLE WHETHER OR NOT SUBJECT TO MANUFACTURER'S WARRANTY:** "THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE."

PURCHASE AGREEMENT

DR

FREEDOM FORD

720 South George Nigh Expressway
McAlester, Oklahoma 74501
(918) 423-2800

Dealer & Stock # PKE13541 Date 05/01/2023
Purchaser PITTSBURG CO SHERIFF DEPT SSN# _____
Address 1210 N WEST ST Telephone: Home 918/423-5858
City MCALESTER State OK Zip Code 74501-2306 Telephone: Work 918/423-5858
45169.20

Purchaser agrees to purchase from Dealer the following described vehicle subject to all terms and conditions set forth on the face and reverse side of this Purchase Agreement.

Salesman JEFFREY S CALDWELL
 New Truck Used Truck New Demo Truck Date of Delivery 05/01/2023 Time _____ .M.
 New Car Used Car New Demo Car Miles 17

VEHICLE PURCHASED DESCRIPTION					
YEAR 2023	MFG. NAME FORD	MODEL F150	BODY TYPE PU	COLOR AGATE BLACK	UPHOLSTERY
VEHICLE IDENTIFICATION NO. 1 F T F W 1 P 8 3 P K E 1 3 5 4 1			LICENSE NUMBER & STATE 12		
ENGINE TYPE <input type="checkbox"/> 4 CYL <input type="checkbox"/> 6 CYL <input type="checkbox"/> 8 CYL		TRANSMISSION <input type="checkbox"/> 4 STD. <input type="checkbox"/> 5 SPD. <input type="checkbox"/> AUTO		AIR CONDITIONER <input type="checkbox"/> FACTORY <input type="checkbox"/> OTHER	
TIRES: 4 TIRES <input type="checkbox"/> 6 TIRES <input type="checkbox"/> 8 TIRES <input type="checkbox"/> 12 TIRES <input type="checkbox"/> OTHER # _____ <input type="checkbox"/>					
RIM SIZE: 14" <input type="checkbox"/> 15" <input type="checkbox"/> 16" <input type="checkbox"/> 17" <input type="checkbox"/> 18" <input type="checkbox"/> 20" <input type="checkbox"/> 22" <input type="checkbox"/> 24" <input type="checkbox"/>					
ACCESSORIES TO BE INSTALLED BY DEALER OR VENDOR: \$ _____					
PURCHASER IS RESPONSIBLE FOR ALL COSTS FOR THE TAG, TITLE AND PAYMENT OF TAXES ON VEHICLE PURCHASED. PURCHASER: <input checked="" type="checkbox"/>					
TRADE-IN VEHICLE:					
YEAR	MFG. NAME	MODEL	BODY TYPE	COLOR	UPHOLSTERY
VEHICLE IDENTIFICATION NO.			LICENSE NUMBER & STATE		MILEAGE
LIEN IN FAVOR OF		AMOUNT OF PAYOFF \$	GOOD THROUGH	PAYOFF CONFIRMED BY	
TELEPHONE		ADDRESS			
<p>I, Purchaser, agree as a part of this sale to pay to dealership any amount owed on Trade-In Vehicle to any third party, if different from amount shown as Trade-In Payoff on purchase of vehicle. I further certify that the vehicle identified as the Trade-In Vehicle is titled in my name, and is free and clear of all other liens and encumbrances other than what is shown above. I understand that if the title is not in my name, that it is my obligation to provide dealer with a clear title in the dealers name within five days after demand upon me by the dealer. I further warrant that the title to said Trade-In is not an insurance dated, rebuilt, salvage, theft, recovery or reconditioned title. I appoint the Dealer to act as my attorney in fact to sign my name on any document necessary to place title to the above described Trade-In Vehicle in Dealer's name.</p> <p style="text-align: center;">DISPUTE RESOLUTION CLAUSE</p> <p>This Dispute Resolution Clause applies to any controversy, claim or dispute between the Purchaser and the Dealer arising out of, or related to this sale or transaction, including, but not limited to any and all issues or disputes arising as a result of this sale or transaction, whether said issues arise prior to, during or subsequent to the sale or attempted sale of a vehicle and whether said sale or attempted sale is a cash sale or is based upon financing or extended credit, or arises as a result of any financing contract, agreement or sales document related to the sale or attempted sale of a vehicle. The Purchaser and Dealer agree that all matters addressed within this Clause shall be submitted to binding arbitration, with an Arbitration Service or Arbitrator of the parties choosing, pursuant to the Federal Arbitration Act, Title 9 U.S.C. § 1, et seq. The parties agree and understand that all disputes arising under case law, statutory law, and all other laws, including but not limited to, all contract, tort and property disputes, including any claim regarding the use, misuse, and/or disclosure of any information or documentation, including, but not limited to, personal or financial information obtained by the dealership from the purchaser, or about the purchaser, which may arise from the sale relationship or otherwise during the sale or at any time in the future will be subject to binding arbitration in accord with this Contract. The parties specifically exclude from this Dispute Resolution Clause all claims or disputes subject to the Small Claims Procedures Act of the State of Oklahoma. The parties agree that the arbitrator shall have authority provided for by the law and contract, including but not limited to authority to grant an award or order for money damages, consequential damages, exemplary damages, declaratory relief, or injunctive relief. Arbitration shall be conducted in compliance with the Rules of an Arbitration Service or Arbitrator of the parties choosing and in conformity with the Federal Rules of Civil Procedure. Any evidence submitted shall be in conformity with the Federal Rules of Evidence. The Arbitrator's award(s) will be entered as a judgement in a court having jurisdiction over the parties. Both the Purchaser and Dealer acknowledge and understand that they are waiving their right to a jury trial by entering into this agreement. It is agreed that the party filing the arbitration claim shall be responsible for the filing fee. The arbitrator's fee shall be equally divided between the parties. The prevailing party shall be entitled to attorney's fees and costs as allowed by Oklahoma and/or Federal statutes. Dealer and Purchaser agree that if Dealer must hire legal counsel to enforce or defend Dealer's legal rights under this Dispute Resolution Clause, Purchaser will pay to Dealer its attorneys fees and costs incurred by Dealer in Dealer's successful defense of Dealer's rights hereunder.</p>					
PURCHASER: <input checked="" type="checkbox"/>			DEALER: <input checked="" type="checkbox"/>		
SECURITY AGREEMENT					
<p>Purchaser grants to Dealer a security interest in the vehicle described herein to secure the payment of the purchase price or any down payment owed to Dealer and any retail installment sales contract executed herewith to secure: (1) all future advances by Dealer to Purchaser; (2) all other liabilities of Dealer (primary, secondary, direct or indirect, absolute or contingent, sole, joint or several) due or to become due or which may be hereafter contracted by or acquired, of Purchaser; and (3) the performance of all agreements, covenants and warrants of Purchaser to Dealer. This security interest also covers, in addition to the specifically described vehicle: (1) all personal property installed in or affixed to such vehicle, including additions and accessories; and (2) proceeds, including insurance proceeds payable by reason of damage to or loss of vehicle and (3) any trade-in vehicle described above. NOTICE TO PURCHASER: Do not sign this Agreement before you read it or if it contains any blank spaces. You are entitled to an exact copy of the Agreement you sign. Purchaser by his/her signature ACKNOWLEDGES that he/she has read and received a complete copy of the Agreement and that there are no other agreements between the parties oral or in writing, if not set forth herein. That, if financing is arranged through Dealer, this Purchase is subject to Purchaser's satisfactory credit rating and the acceptance and funding of this Purchase Agreement and/or any Retail Installment Sales Contract executed herewith by a qualified lender or other financial institution. PURCHASER certifies that he/she is of legal age or older and no credit has been extended except as appears above. The Dealer and the Purchaser agree that if the Dealer must hire legal counsel to enforce the terms of this Purchase Agreement, or of any of the documents relating to the same matters, between the same parties, and made as part of substantially the same transaction described herein, that the Purchaser will pay to the Dealer attorneys fees and costs incurred in obtaining judgment or enforcing Dealer's legal rights. Further, should the Dealer be forced to hire legal counsel to defend Dealer's legal rights under this Purchase Agreement, and/or of any of the documents relating to the same matters, between the same parties, and made as part of substantially the same transaction described herein, including any of said documents, Purchaser will pay to Dealer any and all legal fees and costs incurred by Dealer in Dealer's successful defense of Dealer's rights.</p>					
PURCHASER: <input checked="" type="checkbox"/>					

PURCHASE PRICE DISCLOSURE	
CASH PRICE	\$ 45169.20
ACC. PURCHASED + \$	N/A
MISCELLANEOUS \$	N/A
TOTAL SELLING PRICE	\$ 45169.20
TRADE IN ALLOWANCE AND/OR DISCOUNT - \$	N/A
TRADE DIFFERENCE OR SALE PRICE	\$ 45169.20
ADP* + \$	N/A
PAYOFF ON TRADE IN + \$	N/A
FACTORY REBATES - \$	N/A
CUSTOMER CASH OR CHECK DOWN - \$	N/A
EXTENDED SERVICE CONTRACT + \$	N/A
OTHER N/A \$	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
BALANCE DUE	\$ 45169.20
MANAGER APPROVAL	
DEALER REPRESENTATIVE	
This Agreement does not bind the Dealer until approved by a Representative of the Dealer.	
<input checked="" type="checkbox"/>	PURCHASER
<input checked="" type="checkbox"/>	N/A
CO-PURCHASER	

ADDITIONAL TERMS AND CONDITIONS

1. The Dealer (Seller) reserves the right to add to the purchase price of the vehicle being purchased and identified on the face of this Agreement, a charge to offset the dealers cost incurred for servicing of the vehicle, installation, repairs, alterations, improvements, preparation for delivery of the vehicle prior to sale and for after sale follow up by Dealer of any Customer Satisfaction Program or Additional Dealer Profit. The charge will be identified as Additional Dealer Profit (ADP) on the financial disclosure portion on the face of this Agreement.

2. The vehicle described herein is purchased in an "as is" condition. The Dealer expressly disclaims all warranties whether express or implied including warranties of merchantability or fitness for a particular purpose. Purchaser by his/her signature acknowledges that the Dealer neither assumes nor authorizes anyone on its behalf to assume for it any liability in connection with the sale of the vehicle. Purchaser acknowledges the Dealer shall not be liable for any consequential damages, damages to personal or real property of Purchaser or damages for loss of time, profit, income or wages of Purchaser in connection with the sale or use of the vehicle purchased. Any used vehicle sold to Purchaser by Dealer under this Agreement is sold at the time of delivery by Dealer without any guarantee or warranty, express or implied, including any implied warranty of merchantability or fitness for a particular purpose as to its condition or the condition of any part thereof except as may be otherwise specifically provided in writing on the face of this Agreement or in a separate writing furnished to Purchaser by Dealer. Dealer and/or its agents have made no representations concerning the vehicle or the terms of the agreement to the Purchaser other than what is reflected in this Purchase Agreement and/or any of the documents relating to the same matters, between the same parties, and made as part of substantially the same transaction described herein. Purchaser has been given the opportunity to have the vehicle inspected by a representative of Purchaser's choice. Purchaser acknowledges that paint or metal work may have been performed on the vehicle and that Seller does not have knowledge as to whether or not the vehicle may have been previously involved in any accident or wreck. Purchaser acknowledges that Purchaser has not relied upon any representation of Seller as to prior ownership, prior mechanical or physical condition, but relies solely upon Purchaser's inspection of the vehicle in deciding whether to purchase the vehicle.

3. As used in this Purchase Agreement the terms: (a) "Seller" shall mean the Dealer accepting this Agreement; (b) "Purchaser" shall mean the party(ies) executing this Agreement as such on the face hereof; and (c) "Manufacturer" shall mean the Corporation that manufactured the vehicle or chassis, it being understood by Purchaser and Seller, that Seller is not the agent of or for Manufacturer, that Seller and Purchaser are the sole parties to this Agreement and that reference to the Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Seller and Manufacturer with respect to new vehicles.

4. Purchaser acknowledges that the Manufacturer may change the price to Dealer of new vehicles without notice. In the event the price to Dealer of new vehicles of the series and body type described herein is changed by Manufacturer prior to delivery of the new vehicle being sold to Purchaser, Dealer reserves the right to change the cash delivery price of such vehicle to Purchaser accordingly. If such cash delivery price is increased by Dealer, Purchaser may, if dissatisfied therewith, cancel this Agreement, in which event if a used vehicle has been traded in as a part of the consideration for such new vehicle, such used vehicle shall be returned to Purchaser upon payment of a reasonable charge for conditioning and repairs (if any) or, if such used vehicle has been previously sold by Dealer, the Dealer shall pay to Purchaser the amount the Purchaser received as Trade-In Credit less any Trade-In Payoff paid by the Dealer, and less a reasonable charge for conditioning and repairs (if any).

5. If the used vehicle which has been traded in as a part of the consideration for the vehicle purchased hereunder is not to be delivered to Dealer until delivery to Purchaser of such vehicle, the used vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for such used vehicle. If such reappraised value is lower than the original allowance therefore shown on the front of this Agreement, Purchaser may, if dissatisfied therewith, cancel this Agreement, provided however, that such right to cancel is exercised prior to the delivery of the vehicle described herein to the Purchaser and surrender of the used vehicle to Dealer.

6. Purchaser agrees to deliver to Dealer satisfactory evidence of title of any used vehicle traded in as part of the consideration of the vehicle purchased at the time of delivery of such used vehicle to Dealer. Purchaser warrants any such used vehicle to be his or her personal property free and clear of all liens and encumbrances, free from defects in the title, and warrants that the title is not an insurance dated, salvage, reconditioned or rebuilt, theft or recovery title unless noted on the face of this Agreement and approved by Dealer. Purchaser further warrants that the odometer reading on the vehicle traded in is the actual mileage of the trade-in vehicle unless otherwise stated in writing.

7. Unless this Agreement shall have been cancelled by Purchaser under and in accordance with the provisions of paragraph 4 or 5 above, Dealer shall have the right, upon failure or refusal of Purchaser to accept delivery of the vehicle purchased hereunder or to comply with the terms of this Agreement to retain as liquidated damages any cash deposit made by Purchaser, and in the event a used vehicle has been traded in as part of the consideration for the vehicle purchased hereunder, to sell such used vehicle and reimburse itself out of the proceeds of such sale for the expenses specified in paragraph 4 above and for such other expenses and losses as Dealer may incur or suffer as a result of such failure or refusal by Purchaser. In the event of cancellation of the contract, Purchaser shall forfeit any reimbursement or refund from cancellation of Credit Life and/or Disability Insurance, Warranty or Service Contracts to the extent there remains owing to Seller any unpaid down payment on vehicle being purchased, pay off difference on any trade-in vehicle or any amount owed to Seller for additions to the vehicle or accessories and any insurance on the vehicle the Seller has purchased to protect the Seller's interest in the vehicle being purchased.

8. Purchaser acknowledges that any delay of Dealer in the delivery of the vehicle title being purchased shall not entitle the Purchaser to any claim or damages or constitute a breach of this Agreement if Dealer is making a diligent effort to provide Purchaser with said Title. Purchaser also acknowledges that delay in delivery of the Manufacturer's Statement of Origin on the vehicle being purchased or title to said vehicle, shall not constitute a breach of this Agreement or entitle the Purchaser to any claim to damages or compensation of any kind if the delay is due in whole or in part to any cause beyond the control of the Dealer and the Dealer is making a diligent effort to provide Purchaser with said Manufacturer's Statement of Origin or title.

9. The price for the vehicle being purchased specified on the face of this Agreement includes reimbursement for Federal Excise taxes, but does not include sales taxes, use taxes, luxury taxes or occupational taxes based on sales volume, (Federal, State or Local), unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such sales, use, luxury or occupational taxes imposed on or applicable to the transaction covered by this Agreement, regardless of which party may have primary tax liability therefor.

10. If a charge for Credit Life Insurance is included in this Agreement or in any retail installment contract, the provisions of the Credit Life Insurance contract form subsequently executed between the parties hereto in conjunction with this Agreement shall be fully effective. If such insurance is unavailable or partly unavailable under the designated policy, the applicable portion of the charge for Credit Life Insurance specified herein, and the finance charge thereon, may be deducted from the Total Time Balance and credited to the Purchaser. If such insurance does not become effective, notice thereof will be sent to the Purchaser by the Dealer and this Agreement and any retail installment contract executed in conjunction herewith shall otherwise remain fully effective.

11. The Purchaser, before or at the time of delivery of the vehicle covered by this Agreement will execute such other forms of agreement or documents as may be required by the terms of conditions or payment indicated on the front of this Agreement.

12. This Purchase Agreement and all written contracts relating to the same transaction as evidenced on the front of this Purchase Agreement, between the same parties, and made as part of substantially the same transaction as evidenced on the front of this Purchase Agreement shall be taken together and read as one document setting forth the terms of the parties agreement. To the extent that any of the terms among the various documents are inconsistent, the financing agreement shall supersede any directly conflicting rights, language or terms.

13. USED VEHICLE WHETHER OR NOT SUBJECT TO MANUFACTURER'S WARRANTY: "THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE."

FREEDOM FORD

PURCHASE AGREEMENT

DR

720 South George Nigh Expressway
McAlester, Oklahoma 74501
(918) 423-2800

Dealer & Stock # PKE13684 Date 05/01/2023
Purchaser PITTSBURG CO SHERIFF DEPT SSN# _____
Address 1210 N WEST ST Telephone: Home 918/423-5858
City MCALESTER State OK Zip Code 74501-2300 Telephone: Work 918/423-5858
45169.20

Purchaser agrees to purchase from Dealer the following described vehicle subject to all terms and conditions set forth on the face and reverse side of this Purchase Agreement.

Salesman JEFFREY S CALDWELL New Truck Used Truck New Demo Truck New Car Used Car New Demo Car Date of Delivery 05/01/2023 Time _____:_____.M. Miles 14

VEHICLE PURCHASED DESCRIPTION					
YEAR	MFG. NAME	MODEL	BODY TYPE	COLOR	UPHOLSTERY
2023	FORD	F150	PU	AGATE BLACK	
VEHICLE IDENTIFICATION NO. <u>1 F T F W 1 P 8 3 P K E 1 3 6 8 4</u>			LICENSE NUMBER & STATE <u>12</u>		
ENGINE TYPE <input type="checkbox"/> 4 CYL <input type="checkbox"/> 6 CYL <input type="checkbox"/> 8 CYL		TRANSMISSION <input type="checkbox"/> 4 STD. <input type="checkbox"/> 5 SPD. <input type="checkbox"/> AUTO		AIR CONDITIONER <input type="checkbox"/> FACTORY <input type="checkbox"/> OTHER	
RADIO <input type="checkbox"/> AM/FM CASSETTE <input type="checkbox"/> AM/FM <input type="checkbox"/> CD.					
TIRES: 4 TIRES <input type="checkbox"/> 6 TIRES <input type="checkbox"/> 8 TIRES <input type="checkbox"/> 12 TIRES <input type="checkbox"/> OTHER # _____ <input type="checkbox"/>					
RIM SIZE: 14" <input type="checkbox"/> 15" <input type="checkbox"/> 16" <input type="checkbox"/> 17" <input type="checkbox"/> 18" <input type="checkbox"/> 20" <input type="checkbox"/> 22" <input type="checkbox"/> 24" <input type="checkbox"/>					
ACCESSORIES TO BE INSTALLED BY DEALER OR VENDOR: \$ _____ \$ _____					
PURCHASER IS RESPONSIBLE FOR ALL COSTS FOR THE TAG, TITLE AND PAYMENT OF TAXES ON VEHICLE PURCHASED. PURCHASER: <input checked="" type="checkbox"/>					
TRADE-IN VEHICLE:					
YEAR	MFG. NAME	MODEL	BODY TYPE	COLOR	UPHOLSTERY
VEHICLE IDENTIFICATION NO.			LICENSE NUMBER & STATE		MILEAGE
LIEN IN FAVOR OF		AMOUNT OF PAYOFF	GOOD THROUGH	PAYOFF CONFIRMED BY	
		\$ _____			
TELEPHONE		ADDRESS			
I, Purchaser, agree as a part of this sale to pay to dealership any amount owed on Trade-In Vehicle to any third party, if different from amount shown as Trade-In Payoff on purchase of vehicle. I further certify that the vehicle identified as the Trade-In Vehicle is titled in my name, and is free and clear of all other liens and encumbrances other than what is shown above. I understand that if the title is not in my name, that it is my obligation to provide dealer with a clear title in the dealers name within five days after demand upon me by the dealer. I further warrant that the title to said Trade-In is not an insurance dated, rebuilt, salvage, theft, recovery or reconditioned title. I appoint the Dealer to act as my attorney in fact to sign my name on any document necessary to place title to the above described Trade-In Vehicle in Dealer's name.					
DISPUTE RESOLUTION CLAUSE					
This Dispute Resolution Clause applies to any controversy, claim or dispute between the Purchaser and the Dealer arising out of, or related to this sale or transaction, including, but not limited to any and all issues or disputes arising as a result of this sale or transaction, whether said issues arise prior to, during or subsequent to the sale or attempted sale of a vehicle and whether said sale or attempted sale is a cash sale or is based upon financing or extended credit, or arises as a result of any financing contract, agreement or sales document related to the sale or attempted sale of a vehicle. The Purchaser and Dealer agree that all matters addressed within this Clause shall be submitted to binding arbitration, with an Arbitration Service or Arbitrator of the parties choosing, pursuant to the Federal Arbitration Act, Title 9 U.S.C. § 1, et seq. The parties agree and understand that all disputes arising under case law, statutory law, and all other laws, including but not limited to, all contract, tort and property disputes, including any claim regarding the use, misuse, and/ or disclosure of any information or documentation, including, but not limited to, personal or financial information obtained by the dealership from the purchaser, or about the purchaser, which may arise from the sale relationship or otherwise during the sale or at any time in the future will be subject to binding arbitration in accord with this Contract. The parties specifically exclude from this Dispute Resolution Clause all claims or disputes subject to the Small Claims Procedures Act of the State of Oklahoma. The parties agree that the arbitrator shall have authority provided for by the law and contract, including but not limited to authority to grant an award or order for money damages, consequential damages, exemplary damages, declaratory relief, or injunctive relief. Arbitration shall be conducted in compliance with the Rules of an Arbitration Service or Arbitrator of the parties choosing and in conformity with the Federal Rules of Civil Procedure. Any evidence submitted shall be in conformity with the Federal Rules of Evidence. The Arbitrator's award(s) will be entered as a judgement in a court having jurisdiction over the parties. Both the Purchaser and Dealer acknowledge and understand that they are waiving their right to a jury trial by entering into this agreement. It is agreed that the party filing the arbitration claim shall be responsible for the filing fee. The arbitrator's fee shall be equally divided between the parties. The prevailing party shall be entitled to attorney's fees and costs as allowed by Oklahoma and/or Federal statutes. Dealer and Purchaser agree that if Dealer must hire legal counsel to enforce or defend Dealer's legal rights under this Dispute Resolution Clause, Purchaser will pay to Dealer its attorneys fees and costs incurred by Dealer in Dealer's successful defense of Dealer's rights hereunder.					
PURCHASER: <input checked="" type="checkbox"/>			DEALER: <input checked="" type="checkbox"/>		
SECURITY AGREEMENT					
Purchaser grants to Dealer a security interest in the vehicle described herein to secure the payment of the purchase price or any down payment owed to Dealer and any retail installment sales contract executed herewith to secure: (1) all future advances by Dealer to Purchaser; (2) all other liabilities of Dealer (primary, secondary, direct or indirect, absolute or contingent, sole, joint or several) due or to become due or which may be hereafter contracted by or acquired, of Purchaser; and (3) the performance of all agreements, covenants and warrants of Purchaser to Dealer. This security interest also covers, in addition to the specifically described vehicle: (1) all personal property installed in or affixed to such vehicle, including additions and accessories; and (2) proceeds, including insurance proceeds payable by reason of damage to or loss of vehicle and (3) any trade-in vehicle described above. NOTICE TO PURCHASER: Do not sign this Agreement before you read it or if it contains any blank spaces. You are entitled to an exact copy of the Agreement you sign. Purchaser by his/her signature ACKNOWLEDGES that he/she has read and received a complete copy of the Agreement and that there are no other agreements between the parties oral or in writing, if not set forth herein. That, if financing is arranged through Dealer, this Purchase is subject to Purchaser's satisfactory credit rating and the acceptance and funding of this Purchase Agreement and/or any Retail Installment Sales Contract executed herewith by a qualified lender or other financial institution. PURCHASER certifies that he/she is of legal age or older and no credit has been extended except as appears above. The Dealer and the Purchaser agree that if the Dealer must hire legal counsel to enforce the terms of this Purchase Agreement, or of any of the documents relating to the same matters, between the same parties, and made as part of substantially the same transaction described herein, that the Purchaser will pay to the Dealer attorneys fees and costs incurred in obtaining judgment or enforcing Dealer's legal rights. Further, should the Dealer be forced to hire legal counsel to defend Dealer's legal rights under this Purchase Agreement, and/or of any of the documents relating to the same matters, between the same parties, and made as part of substantially the same transaction described herein, including any of said documents. Purchaser will pay to Dealer any and all legal fees and costs incurred by Dealer in Dealer's successful defense of Dealer's rights. PURCHASER: <input checked="" type="checkbox"/>					

PURCHASE PRICE DISCLOSURE	
CASH PRICE	\$ 45169.20
ACC. PURCHASED	+ \$ N/A
MISCELLANEOUS	\$ N/A
TOTAL SELLING PRICE	\$ 45169.20
TRADE IN ALLOWANCE AND/OR DISCOUNT	- \$ N/A
TRADE DIFFERENCE OR SALE PRICE	\$ 45169.20
ADP*	+ \$ N/A
PAYOFF ON TRADE IN	+ \$ N/A
FACTORY REBATES	- \$ N/A
CUSTOMER CASH OR CHECK DOWN	- \$ N/A
EXTENDED SERVICE CONTRACT	+ \$ N/A
OTHER N/A	\$ N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
BALANCE DUE	\$ 45169.20
MANAGER APPROVAL	
DEALER REPRESENTATIVE	
This Agreement does not bind the Dealer until approved by a Representative of the Dealer.	
<input checked="" type="checkbox"/>	PURCHASER
<input checked="" type="checkbox"/>	N/A
CO-PURCHASER	

ADDITIONAL TERMS AND CONDITIONS

1. The Dealer (Seller) reserves the right to add to the purchase price of the vehicle being purchased and identified on the face of this Agreement, a charge to offset the dealers cost incurred for servicing of the vehicle, installation, repairs, alterations, improvements, preparation for delivery of the vehicle prior to sale and for after sale follow up by Dealer of any Customer Satisfaction Program or Additional Dealer Profit. The charge will be identified as Additional Dealer Profit (ADP) on the financial disclosure portion on the face of this Agreement.

2. The vehicle described herein is purchased in an "as is" condition. The Dealer expressly disclaims all warranties whether express or implied including warranties of merchantability or fitness for a particular purpose. Purchaser by his/her signature acknowledges that the Dealer neither assumes nor authorizes anyone on its behalf to assume for it any liability in connection with the sale of the vehicle. Purchaser acknowledges the Dealer shall not be liable for any consequential damages, damages to personal or real property of Purchaser or damages for loss of time, profit, income or wages of Purchaser in connection with the sale or use of the vehicle purchased. Any used vehicle sold to Purchaser by Dealer under this Agreement is sold at the time of delivery by Dealer without any guarantee or warranty, express or implied, including any implied warranty of merchantability or fitness for a particular purpose as to its condition or the condition of any part thereof except as may be otherwise specifically provided in writing on the face of this Agreement or in a separate writing furnished to Purchaser by Dealer. Dealer and/or its agents have made no representations concerning the vehicle or the terms of the agreement to the Purchaser other than what is reflected in this Purchase Agreement and/or any of the documents relating to the same matters, between the same parties, and made as part of substantially the same transaction described herein. Purchaser has been given the opportunity to have the vehicle inspected by a representative of Purchaser's choice. Purchaser acknowledges that paint or metal work may have been performed on the vehicle and that Seller does not have knowledge as to whether or not the vehicle may have been previously involved in any accident or wreck. Purchaser acknowledges that Purchaser has not relied upon any representation of Seller as to prior ownership, prior mechanical or physical condition, but relies solely upon Purchaser's inspection of the vehicle in deciding whether to purchase the vehicle.

3. As used in this Purchase Agreement the terms: (a) "Seller" shall mean the Dealer accepting this Agreement; (b) "Purchaser" shall mean the party(ies) executing this Agreement as such on the face hereof; and (c) "Manufacturer" shall mean the Corporation that manufactured the vehicle or chassis, it being understood by Purchaser and Seller, that Seller is not the agent of or for Manufacturer, that Seller and Purchaser are the sole parties to this Agreement and that reference to the Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Seller and Manufacturer with respect to new vehicles.

4. Purchaser acknowledges that the Manufacturer may change the price to Dealer of new vehicles without notice. In the event the price to Dealer of new vehicles of the series and body type described herein is changed by Manufacturer prior to delivery of the new vehicle being sold to Purchaser, Dealer reserves the right to change the cash delivery price of such vehicle to Purchaser accordingly. If such cash delivery price is increased by Dealer, Purchaser may, if dissatisfied therewith, cancel this Agreement, in which event if a used vehicle has been traded in as a part of the consideration for such new vehicle, such used vehicle shall be returned to Purchaser upon payment of a reasonable charge for conditioning and repairs (if any) or, if such used vehicle has been previously sold by Dealer, the Dealer shall pay to Purchaser the amount the Purchaser received as Trade-In Credit less any Trade-In Payoff paid by the Dealer, and less a reasonable charge for conditioning and repairs (if any).

5. If the used vehicle which has been traded in as a part of the consideration for the vehicle purchased hereunder is not to be delivered to Dealer until delivery to Purchaser of such vehicle, the used vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for such used vehicle. If such reappraised value is lower than the original allowance therefore shown on the front of this Agreement, Purchaser may, if dissatisfied therewith, cancel this Agreement, provided however, that such right to cancel is exercised prior to the delivery of the vehicle described herein to the Purchaser and surrender of the used vehicle to Dealer.

6. Purchaser agrees to deliver to Dealer satisfactory evidence of title of any used vehicle traded in as part of the consideration of the vehicle purchased at the time of delivery of such used vehicle to Dealer. Purchaser warrants any such used vehicle to be his or her personal property free and clear of all liens and encumbrances, free from defects in the title, and warrants that the title is not an insurance dated, salvage, reconditioned or rebuilt, theft or recovery title unless noted on the face of this Agreement and approved by Dealer. Purchaser further warrants that the odometer reading on the vehicle traded in is the actual mileage of the trade-in vehicle unless otherwise stated in writing.

7. Unless this Agreement shall have been cancelled by Purchaser under and in accordance with the provisions of paragraph 4 or 5 above, Dealer shall have the right, upon failure or refusal of Purchaser to accept delivery of the vehicle purchased hereunder or to comply with the terms of this Agreement to retain as liquidated damages any cash deposit made by Purchaser, and in the event a used vehicle has been traded in as part of the consideration for the vehicle purchased hereunder, to sell such used vehicle and reimburse itself out of the proceeds of such sale for the expenses specified in paragraph 4 above and for such other expenses and losses as Dealer may incur or suffer as a result of such failure or refusal by Purchaser. In the event of cancellation of the contract, Purchaser shall forfeit any reimbursement or refund from cancellation of Credit Life and/or Disability Insurance, Warranty or Service Contracts to the extent there remains owing to Seller any unpaid down payment on vehicle being purchased, pay off difference on any trade-in vehicle or any amount owed to Seller for additions to the vehicle or accessories and any insurance on the vehicle the Seller has purchased to protect the Seller's interest in the vehicle being purchased.

8. Purchaser acknowledges that any delay of Dealer in the delivery of the vehicle title being purchased shall not entitle the Purchaser to any claim or damages or constitute a breach of this Agreement if Dealer is making a diligent effort to provide Purchaser with said Title. Purchaser also acknowledges that delay in delivery of the Manufacturer's Statement of Origin on the vehicle being purchased or title to said vehicle, shall not constitute a breach of this Agreement or entitle the Purchaser to any claim to damages or compensation of any kind if the delay is due in whole or in part to any cause beyond the control of the Dealer and the Dealer is making a diligent effort to provide Purchaser with said Manufacturer's Statement of Origin or title.

9. The price for the vehicle being purchased specified on the face of this Agreement includes reimbursement for Federal Excise taxes, but does not include sales taxes, use taxes, luxury taxes or occupational taxes based on sales volume, (Federal, State or Local), unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such sales, use, luxury or occupational taxes imposed on or applicable to the transaction covered by this Agreement, regardless of which party may have primary tax liability therefor.

10. If a charge for Credit Life Insurance is included in this Agreement or in any retail installment contract, the provisions of the Credit Life Insurance contract form subsequently executed between the parties hereto in conjunction with this Agreement shall be fully effective. If such insurance is unavailable or partly unavailable under the designated policy, the applicable portion of the charge for Credit Life Insurance specified herein, and the finance charge thereon, may be deducted from the Total Time Balance and credited to the Purchaser. If such insurance does not become effective, notice thereof will be sent to the Purchaser by the Dealer and this Agreement and any retail installment contract executed in conjunction herewith shall otherwise remain fully effective.

11. The Purchaser, before or at the time of delivery of the vehicle covered by this Agreement will execute such other forms of agreement or documents as may be required by the terms of conditions or payment indicated on the front of this Agreement.

12. This Purchase Agreement and all written contracts relating to the same transaction as evidenced on the front of this Purchase Agreement, between the same parties, and made as part of substantially the same transaction as evidenced on the front of this Purchase Agreement shall be taken together and read as one document setting forth the terms of the parties agreement. To the extent that any of the terms among the various documents are inconsistent, the financing agreement shall supersede any directly conflicting rights, language or terms.

13. USED VEHICLE WHETHER OR NOT SUBJECT TO MANUFACTURER'S WARRANTY: "THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE."

PURCHASE AGREEMENT

DR

FREEDOM FORD

Dealer & Stock # PKE13762 Date 05/01/2023720 South George Nigh Expressway
McAlester, Oklahoma 74501
(918) 423-2800Purchaser PITTSBURG CO SHERIFF DEPT SSN# _____Address 1210 N WEST ST Telephone: Home 918/423-5858City MCALESTER State OK Zip Code 74501-2306 Telephone: Work 918/423-5858
45169.20

Purchaser agrees to purchase from Dealer the following described vehicle subject to all terms and conditions set forth on the face and reverse side of this Purchase Agreement.

Salesman JEFFREY S CALDWELL
 New Truck Used Truck New Demo Truck New Car Used Car New Demo Car
Date of Delivery 05/01/2023 Time _____:_____:_____.M.
Miles 11

VEHICLE PURCHASED DESCRIPTION					
YEAR 2023	MFG. NAME FORD	MODEL F150	BODY TYPE PU	COLOR AGATE BLACK	UPHOLSTERY
VEHICLE IDENTIFICATION NO. 1 F T F W 1 P 8 8 P K E 1 3 7 6 2			LICENSE NUMBER & STATE 12		
ENGINE TYPE <input type="checkbox"/> 4 CYL <input type="checkbox"/> 6 CYL <input type="checkbox"/> 8 CYL	TRANSMISSION <input type="checkbox"/> 4 STD. <input type="checkbox"/> 5 SPD. <input type="checkbox"/> AUTO		AIR CONDITIONER <input type="checkbox"/> FACTORY <input type="checkbox"/> OTHER	RADIO <input type="checkbox"/> AM/FM CASSETTE <input type="checkbox"/> AM/FM <input type="checkbox"/> CD.	
TIRES: 4 TIRES <input type="checkbox"/> 6 TIRES <input type="checkbox"/> 8 TIRES <input type="checkbox"/> 12 TIRES <input type="checkbox"/> OTHER # _____ <input type="checkbox"/>					
RIM SIZE: 14" <input type="checkbox"/> 15" <input type="checkbox"/> 16" <input type="checkbox"/> 17" <input type="checkbox"/> 18" <input type="checkbox"/> 20" <input type="checkbox"/> 22" <input type="checkbox"/> 24" <input type="checkbox"/>					
ACCESSORIES TO BE INSTALLED BY DEALER OR VENDOR: \$ _____ \$ _____					
PURCHASER IS RESPONSIBLE FOR ALL COSTS FOR THE TAG, TITLE AND PAYMENT OF TAXES ON VEHICLE PURCHASED. PURCHASER: <input checked="" type="checkbox"/>					
TRADE-IN VEHICLE:					
YEAR	MFG. NAME	MODEL	BODY TYPE	COLOR	UPHOLSTERY
VEHICLE IDENTIFICATION NO.			LICENSE NUMBER & STATE		MILEAGE
LIEN IN FAVOR OF		AMOUNT OF PAYOFF \$ _____	GOOD THROUGH	PAYOFF CONFIRMED BY	
TELEPHONE		ADDRESS			
<p>I, Purchaser, agree as a part of this sale to pay to dealership any amount owed on Trade-In Vehicle to any third party, if different from amount shown as Trade-In Payoff on purchase of vehicle. I further certify that the vehicle identified as the Trade-In Vehicle is titled in my name, and is free and clear of all other liens and encumbrances other than what is shown above. I understand that if the title is not in my name, that it is my obligation to provide dealer with a clear title in the dealers name within five days after demand upon me by the dealer. I further warrant that the title to said Trade-In is not an insurance dated, rebuilt, salvage, theft, recovery or reconditioned title. I appoint the Dealer to act as my attorney in fact to sign my name on any document necessary to place title to the above described Trade-In Vehicle in Dealer's name.</p> <p style="text-align: center;">DISPUTE RESOLUTION CLAUSE</p> <p>This Dispute Resolution Clause applies to any controversy, claim or dispute between the Purchaser and the Dealer arising out of, or related to this sale or transaction, including, but not limited to any and all issues or disputes arising as a result of this sale or transaction, whether said issues arise prior to, during or subsequent to the sale or attempted sale of a vehicle and whether said sale is a cash sale or is based upon financing or extended credit, or arises as a result of any financing contract, agreement or sales document related to the sale or attempted sale of a vehicle. The Purchaser and Dealer agree that all matters addressed within this Clause shall be submitted to binding arbitration, with an Arbitration Service or Arbitrator of the parties choosing, pursuant to the Federal Arbitration Act, Title 9 U.S.C. § 1, et seq. The parties agree and understand that all disputes arising under case law, statutory law, and all other laws, including but not limited to, all contract, tort and property disputes, including any claim regarding the use, misuse, and/or disclosure of any information or documentation, including, but not limited to, personal or financial information obtained by the dealership from the purchaser, or about the purchaser, which may arise from the sale relationship or otherwise during the sale or at any time in the future will be subject to binding arbitration in accord with this Contract. The parties specifically exclude from this Dispute Resolution Clause all claims or disputes subject to the Small Claims Procedures Act of the State of Oklahoma. The parties agree that the arbitrator shall have authority provided for by the law and contract, including but not limited to authority to grant an award or order for money damages, consequential damages, exemplary damages, declaratory relief, or injunctive relief. Arbitration shall be conducted in compliance with the Rules of an Arbitration Service or Arbitrator of the parties choosing and in conformity with the Federal Rules of Civil Procedure. Any evidence submitted shall be in conformity with the Federal Rules of Evidence. The Arbitrator's award(s) will be entered as a judgement in a court having jurisdiction over the parties. Both the Purchaser and Dealer acknowledge and understand that they are waiving their right to a jury trial by entering into this agreement. It is agreed that the party filing the arbitration claim shall be responsible for the filing fee. The arbitrator's fee shall be equally divided between the parties. The prevailing party shall be entitled to attorney's fees and costs as allowed by Oklahoma and/or Federal statutes. Dealer and Purchaser agree that if Dealer must hire legal counsel to enforce or defend Dealer's legal rights under this Dispute Resolution Clause, Purchaser will pay to Dealer its attorneys fees and costs incurred by Dealer in Dealer's successful defense of Dealer's rights hereunder.</p>					
PURCHASER: <input checked="" type="checkbox"/>			DEALER: <input checked="" type="checkbox"/>		
SECURITY AGREEMENT					
<p>Purchaser grants to Dealer a security interest in the vehicle described herein to secure the payment of the purchase price or any down payment owed to Dealer and any retail installment sales contract executed herewith to secure: (1) all future advances by Dealer to Purchaser; (2) all other liabilities of Dealer (primary, secondary, direct or indirect, absolute or contingent, sole, joint or several) due or to become due or which may be hereafter contracted for or acquired, of Purchaser; and (3) the performance of all agreements, covenants and warrants of Purchaser to Dealer. This security interest also covers, in addition to the specifically described vehicle: (1) all personal property installed in or affixed to such vehicle, including additions and accessories; and (2) proceeds, including insurance proceeds payable by reason of damage to or loss of vehicle and (3) any trade-in vehicle described above. NOTICE TO PURCHASER: Do not sign this Agreement before you read it or if it contains any blank spaces. You are entitled to an exact copy of the Agreement you sign. Purchaser by his/her signature ACKNOWLEDGES that he/she has read and received a complete copy of the Agreement and that there are no other agreements between the parties oral or in writing, if not set forth herein. That, if financing is arranged through Dealer, this Purchase is subject to Purchaser's satisfactory credit rating and the acceptance and funding of this Purchase Agreement and/or any Retail Installment Sales Contract executed herewith by a qualified lender or other financial institution. PURCHASER certifies that he/she is of legal age or older and no credit has been extended except as appears above. The Dealer and the Purchaser agree that if the Dealer must hire legal counsel to enforce the terms of this Purchase Agreement, or of any of the documents relating to the same matters, between the same parties, and made as part of substantially the same transaction described herein, that the Purchaser will pay to the Dealer attorneys fees and costs incurred in obtaining judgment or enforcing Dealer's legal rights. Further, should the Dealer be forced to hire legal counsel to defend Dealer's legal rights under this Purchase Agreement, and/or of any of the documents relating to the same matters, between the same parties, and made as part of substantially the same transaction described herein, including any of said documents. Purchaser will pay to Dealer any and all legal fees and costs incurred by Dealer in Dealer's successful defense of Dealer's rights.</p>					
PURCHASER: <input checked="" type="checkbox"/>					

PURCHASE PRICE DISCLOSURE	
CASH PRICE	\$ 45169.20
ACC. PURCHASED	+ \$ N/A
MISCELLANEOUS	\$ N/A
TOTAL SELLING PRICE	\$ 45169.20
TRADE IN ALLOWANCE AND/OR DISCOUNT	- \$ N/A
TRADE DIFFERENCE OR SALE PRICE	\$ 45169.20
ADP*	+ \$ N/A
PAYOFF ON TRADE IN	+ \$ N/A
FACTORY REBATES	- \$ N/A
CUSTOMER CASH OR CHECK DOWN	- \$ N/A
EXTENDED SERVICE CONTRACT	+ \$ N/A
OTHER N/A	\$ N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
BALANCE DUE	\$ 45169.20
MANAGER APPROVAL	
DEALER REPRESENTATIVE	
This Agreement does not bind the Dealer until approved by a Representative of the Dealer.	
<input checked="" type="checkbox"/>	PURCHASER
<input checked="" type="checkbox"/>	N/A
<input type="checkbox"/>	CO-PURCHASER

ADDITIONAL TERMS AND CONDITIONS

1. The Dealer (Seller) reserves the right to add to the purchase price of the vehicle being purchased and identified on the face of this Agreement, a charge to offset the dealers cost incurred for servicing of the vehicle, installation, repairs, alterations, improvements, preparation for delivery of the vehicle prior to sale and for after sale follow up by Dealer of any Customer Satisfaction Program or Additional Dealer Profit. The charge will be identified as Additional Dealer Profit (ADP) on the financial disclosure portion on the face of this Agreement.
2. The vehicle described herein is purchased in an "as is" condition. The Dealer expressly disclaims all warranties whether express or implied including warranties of merchantability or fitness for a particular purpose. Purchaser by his/her signature acknowledges that the Dealer neither assumes nor authorizes anyone on its behalf to assume for it any liability in connection with the sale of the vehicle. Purchaser acknowledges the Dealer shall not be liable for any consequential damages, damages to personal or real property of Purchaser or damages for loss of time, profit, income or wages of Purchaser in connection with the sale or use of the vehicle purchased. Any used vehicle sold to Purchaser by Dealer under this Agreement is sold at the time of delivery by Dealer without any guarantee or warranty, express or implied, including any implied warranty of merchantability or fitness for a particular purpose as to its condition or the condition of any part thereof except as may be otherwise specifically provided in writing on the face of this Agreement or in a separate writing furnished to Purchaser by Dealer. Dealer and/or its agents have made no representations concerning the vehicle or the terms of the agreement to the Purchaser other than what is reflected in this Purchase Agreement and/or any of the documents relating to the same matters, between the same parties, and made as part of substantially the same transaction described herein. Purchaser has been given the opportunity to have the vehicle inspected by a representative of Purchaser's choice. Purchaser acknowledges that paint or metal work may have been performed on the vehicle and that Seller does not have knowledge as to whether or not the vehicle may have been previously involved in any accident or wreck. Purchaser acknowledges that Purchaser has not relied upon any representation of Seller as to prior ownership, prior mechanical or physical condition, but relies solely upon Purchaser's inspection of the vehicle in deciding whether to purchase the vehicle.
3. As used in this Purchase Agreement the terms: (a) "Seller" shall mean the Dealer accepting this Agreement; (b) "Purchaser" shall mean the party(ies) executing this Agreement as such on the face hereof; and (c) "Manufacturer" shall mean the Corporation that manufactured the vehicle or chassis, it being understood by Purchaser and Seller, that Seller is not the agent of or for Manufacturer, that Seller and Purchaser are the sole parties to this Agreement and that reference to the Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Seller and Manufacturer with respect to new vehicles.
4. Purchaser acknowledges that the Manufacturer may change the price to Dealer of new vehicles without notice. In the event the price to Dealer of new vehicles of the series and body type described herein is changed by Manufacturer prior to delivery of the new vehicle being sold to Purchaser, Dealer reserves the right to change the cash delivery price of such vehicle to Purchaser accordingly. If such cash delivery price is increased by Dealer, Purchaser may, if dissatisfied therewith, cancel this Agreement, in which event if a used vehicle has been traded in as a part of the consideration for such new vehicle, such used vehicle shall be returned to Purchaser upon payment of a reasonable charge for conditioning and repairs (if any) or, if such used vehicle has been previously sold by Dealer, the Dealer shall pay to Purchaser the amount the Purchaser received as Trade-In Credit less any Trade-In Payoff paid by the Dealer, and less a reasonable charge for conditioning and repairs (if any).
5. If the used vehicle which has been traded in as a part of the consideration for the vehicle purchased hereunder is not to be delivered to Dealer until delivery to Purchaser of such vehicle, the used vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for such used vehicle. If such reappraised value is lower than the original allowance therefore shown on the front of this Agreement, Purchaser may, if dissatisfied therewith, cancel this Agreement, provided however, that such right to cancel is exercised prior to the delivery of the vehicle described herein to the Purchaser and surrender of the used vehicle to Dealer.
6. Purchaser agrees to deliver to Dealer satisfactory evidence of title of any used vehicle traded in as part of the consideration of the vehicle purchased at the time of delivery of such used vehicle to Dealer. Purchaser warrants any such used vehicle to be his or her personal property free and clear of all liens and encumbrances, free from defects in the title, and warrants that the title is not an insurance dated, salvage, reconditioned or rebuilt, theft or recovery title unless noted on the face of this Agreement and approved by Dealer. Purchaser further warrants that the odometer reading on the vehicle traded in is the actual mileage of the trade-in vehicle unless otherwise stated in writing.
7. Unless this Agreement shall have been cancelled by Purchaser under and in accordance with the provisions of paragraph 4 or 5 above, Dealer shall have the right, upon failure or refusal of Purchaser to accept delivery of the vehicle purchased hereunder or to comply with the terms of this Agreement to retain as liquidated damages any cash deposit made by Purchaser, and in the event a used vehicle has been traded in as part of the consideration for the vehicle purchased hereunder, to sell such used vehicle and reimburse itself out of the proceeds of such sale for the expenses specified in paragraph 4 above and for such other expenses and losses as Dealer may incur or suffer as a result of such failure or refusal by Purchaser. In the event of cancellation of the contract, Purchaser shall forfeit any reimbursement or refund from cancellation of Credit Life and/or Disability Insurance, Warranty or Service Contracts to the extent there remains owing to Seller any unpaid down payment on vehicle being purchased, pay off difference on any trade-in vehicle or any amount owed to Seller for additions to the vehicle or accessories and any insurance on the vehicle the Seller has purchased to protect the Seller's interest in the vehicle being purchased.
8. Purchaser acknowledges that any delay of Dealer in the delivery of the vehicle title being purchased shall not entitle the Purchaser to any claim or damages or constitute a breach of this Agreement if Dealer is making a diligent effort to provide Purchaser with said Title. Purchaser also acknowledges that delay in delivery of the Manufacturer's Statement of Origin on the vehicle being purchased or title to said vehicle, shall not constitute a breach of this Agreement or entitle the Purchaser to any claim to damages or compensation of any kind if the delay is due in whole or in part to any cause beyond the control of the Dealer and the Dealer is making a diligent effort to provide Purchaser with said Manufacturer's Statement of Origin or title.
9. The price for the vehicle being purchased specified on the face of this Agreement includes reimbursement for Federal Excise taxes, but does not include sales taxes, use taxes, luxury taxes or occupational taxes based on sales volume, (Federal, State or Local), unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such sales, use, luxury or occupational taxes imposed on or applicable to the transaction covered by this Agreement, regardless of which party may have primary tax liability therefor.
10. If a charge for Credit Life Insurance is included in this Agreement or in any retail installment contract, the provisions of the Credit Life Insurance contract form subsequently executed between the parties hereto in conjunction with this Agreement shall be fully effective. If such insurance is unavailable or partly unavailable under the designated policy, the applicable portion of the charge for Credit Life Insurance specified herein, and the finance charge thereon, may be deducted from the Total Time Balance and credited to the Purchaser. If such insurance does not become effective, notice thereof will be sent to the Purchaser by the Dealer and this Agreement and any retail installment contract executed in conjunction herewith shall otherwise remain fully effective.
11. The Purchaser, before or at the time of delivery of the vehicle covered by this Agreement will execute such other forms of agreement or documents as may be required by the terms of conditions or payment indicated on the front of this Agreement.
12. This Purchase Agreement and all written contracts relating to the same transaction as evidenced on the front of this Purchase Agreement, between the same parties, and made as part of substantially the same transaction as evidenced on the front of this Purchase Agreement shall be taken together and read as one document setting forth the terms of the parties agreement. To the extent that any of the terms among the various documents are inconsistent, the financing agreement shall supersede any directly conflicting rights, language or terms.
13. **USED VEHICLE WHETHER OR NOT SUBJECT TO MANUFACTURER'S WARRANTY:** "THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE."

PURCHASE AGREEMENT

DR

FREEDOM FORD

720 South George Nigh Expressway
McAlester, Oklahoma 74501
(918) 423-2800

Dealer & Stock # PKE13603 Date 05/01/2023
Purchaser PITTSBURG CO SHERIFF DEPT SSN# _____
Address 1210 N WEST ST Telephone: Home 918/423-5858
City MCALESTER State OK Zip Code 74501-2306 Telephone: Work 918/423-5858
45169.20

Purchaser agrees to purchase from Dealer the following described vehicle subject to all terms and conditions set forth on the face and reverse side of this Purchase Agreement.

Salesman JEFFREY S CALDWELL
 New Truck Used Truck New Demo Truck Date of Delivery 05/01/2023 Time _____ .M.
 New Car Used Car New Demo Car Miles 8

VEHICLE PURCHASED DESCRIPTION					
YEAR 2023	MFG. NAME FORD	MODEL F150	BODY TYPE PU	COLOR AGATE BLACK	UPHOLSTERY
VEHICLE IDENTIFICATION NO. 1 F T F W 1 P 8 X P K E 1 3 6 0 3			LICENSE NUMBER & STATE 12		
ENGINE TYPE <input type="checkbox"/> 4 CYL <input type="checkbox"/> 6 CYL <input type="checkbox"/> 8 CYL		TRANSMISSION <input type="checkbox"/> 4 STD. <input type="checkbox"/> 5 SPD. <input type="checkbox"/> AUTO		AIR CONDITIONER <input type="checkbox"/> FACTORY <input type="checkbox"/> OTHER	
RADIO <input type="checkbox"/> AM/FM CASSETTE <input type="checkbox"/> AM/FM <input type="checkbox"/> CD.					
TIRES: 4 TIRES <input type="checkbox"/> 6 TIRES <input type="checkbox"/> 8 TIRES <input type="checkbox"/> 12 TIRES <input type="checkbox"/> OTHER # _____ <input type="checkbox"/>					
RIM SIZE: 14" <input type="checkbox"/> 15" <input type="checkbox"/> 16" <input type="checkbox"/> 17" <input type="checkbox"/> 18" <input type="checkbox"/> 20" <input type="checkbox"/> 22" <input type="checkbox"/> 24" <input type="checkbox"/>					
ACCESSORIES TO BE INSTALLED BY DEALER OR VENDOR: \$ _____ \$ _____					
PURCHASER IS RESPONSIBLE FOR ALL COSTS FOR THE TAG, TITLE AND PAYMENT OF TAXES ON VEHICLE PURCHASED. PURCHASER: <input checked="" type="checkbox"/>					
TRADE-IN VEHICLE:					
YEAR	MFG. NAME	MODEL	BODY TYPE	COLOR	UPHOLSTERY
VEHICLE IDENTIFICATION NO.			LICENSE NUMBER & STATE		MILEAGE
LIEN IN FAVOR OF		AMOUNT OF PAYOFF \$ _____	GOOD THROUGH	PAYOFF CONFIRMED BY	
TELEPHONE		ADDRESS			
<p>I, Purchaser, agree as a part of this sale to pay to dealership any amount owed on Trade-In Vehicle to any third party, if different from amount shown as Trade-In Payoff on purchase of vehicle. I further certify that the vehicle identified as the Trade-In Vehicle is titled in my name, and is free and clear of all other liens and encumbrances other than what is shown above. I understand that if the title is not in my name, that it is my obligation to provide dealer with a clear title in the dealers name within five days after demand upon me by the dealer. I further warrant that the title to said Trade-In is not an insurance dated, rebuilt, salvage, theft, recovery or reconditioned title. I appoint the Dealer to act as my attorney in fact to sign my name on any document necessary to place title to the above described Trade-In Vehicle in Dealer's name.</p> <p style="text-align: center;">DISPUTE RESOLUTION CLAUSE</p> <p>This Dispute Resolution Clause applies to any controversy, claim or dispute between the Purchaser and the Dealer arising out of, or related to this sale or transaction, including, but not limited to any and all issues or disputes arising as a result of this sale or transaction, whether said issues arise prior to, during or subsequent to the sale or attempted sale of a vehicle and whether said sale or attempted sale is a cash sale or is based upon financing or extended credit, or arises as a result of any financing contract, agreement or sales document related to the sale or attempted sale of a vehicle. The Purchaser and Dealer agree that all matters addressed within this Clause shall be submitted to binding arbitration, with an Arbitration Service or Arbitrator of the parties choosing, pursuant to the Federal Arbitration Act, Title 9 U.S.C. § 1, et seq. The parties agree and understand that all disputes arising under case law, statutory law, and all other laws, including but not limited to, all contract, tort and property disputes, including any claim regarding the use, misuse, and/ or disclosure of any information or documentation, including, but not limited to, personal or financial information obtained by the dealership from the purchaser, or about the purchaser, which may arise from the sale relationship or otherwise during the sale or at any time in the future will be subject to binding arbitration in accord with this Contract. The parties specifically exclude from this Dispute Resolution Clause all claims or disputes subject to the Small Claims Procedures Act of the State of Oklahoma. The parties agree that the arbitrator shall have authority provided for by the law and contract, including but not limited to authority to grant an award or order for money damages, consequential damages, exemplary damages, declaratory relief, or injunctive relief. Arbitration shall be conducted in compliance with the Rules of an Arbitration Service or Arbitrator of the parties choosing and in conformity with the Federal Rules of Civil Procedure. Any evidence submitted shall be in conformity with the Federal Rules of Evidence. The Arbitrator's award(s) will be entered as a judgement in a court having jurisdiction over the parties. Both the Purchaser and Dealer acknowledge and understand that they are waiving their right to a jury trial by entering into this agreement. It is agreed that the party filing the arbitration claim shall be responsible for the filing fee. The arbitrator's fee shall be equally divided between the parties. The prevailing party shall be entitled to attorney's fees and costs as allowed by Oklahoma and/or Federal statutes. Dealer and Purchaser agree that if Dealer must hire legal counsel to enforce or defend Dealer's legal rights under this Dispute Resolution Clause, Purchaser will pay to Dealer its attorneys fees and costs incurred by Dealer in Dealer's successful defense of Dealer's rights hereunder.</p>					
PURCHASER: <input checked="" type="checkbox"/>			DEALER: <input checked="" type="checkbox"/>		
SECURITY AGREEMENT					
<p>Purchaser grants to Dealer a security interest in the vehicle described herein to secure the payment of the purchase price or any down payment owed to Dealer and any retail installment sales contract executed herewith to secure: (1) all future advances by Dealer to Purchaser; (2) all other liabilities of Dealer (primary, secondary, direct or indirect, absolute or contingent, sole, joint or several) due or to become due or which may be hereafter contracted by or acquired, of Purchaser; and (3) the performance of all agreements, covenants and warrants of Purchaser to Dealer. This security interest also covers, in addition to the specifically described vehicle: (1) all personal property installed in or affixed to such vehicle, including additions and accessories; and (2) proceeds, including insurance proceeds payable by reason of damage to or loss of vehicle and (3) any trade-in vehicle described above. NOTICE TO PURCHASER: Do not sign this Agreement before you read it or if it contains any blank spaces. You are entitled to an exact copy of the Agreement you sign. Purchaser by his/her signature ACKNOWLEDGES that he/she has read and received a complete copy of the Agreement and that there are no other agreements between the parties oral or in writing, if not set forth herein. That, if financing is arranged through Dealer, this Purchase is subject to Purchaser's satisfactory credit rating and the acceptance and funding of this Purchase Agreement and/or any Retail Installment Sales Contract executed herewith by a qualified lender or other financial institution. PURCHASER certifies that he/she is of legal age or older and no credit has been extended except as appears above. The Dealer and the Purchaser agree that if the Dealer must hire legal counsel to enforce the terms of this Purchase Agreement, or of any of the documents relating to the same matters, between the same parties, and made as part of substantially the same transaction described herein, that the Purchaser will pay to the Dealer attorneys fees and costs incurred in obtaining judgment or enforcing Dealer's legal rights. Further, should the Dealer be forced to hire legal counsel to defend Dealer's legal rights under this Purchase Agreement, and/or of any of the documents relating to the same matters, between the same parties, and made as part of substantially the same transaction described herein, including any of said documents, Purchaser will pay to Dealer any and all legal fees and costs incurred by Dealer in Dealer's successful defense of Dealer's rights.</p>					
PURCHASER: <input checked="" type="checkbox"/>					

PURCHASE PRICE DISCLOSURE	
CASH PRICE	\$ 45169.20
ACC. PURCHASED + \$	N/A
MISCELLANEOUS \$	N/A
TOTAL SELLING PRICE	\$ 45169.20
TRADE IN ALLOWANCE AND/OR DISCOUNT - \$	N/A
TRADE DIFFERENCE OR SALE PRICE	\$ 45169.20
ADP* + \$	N/A
PAYOFF ON TRADE IN + \$	N/A
FACTORY REBATES - \$	N/A
CUSTOMER CASH OR CHECK DOWN - \$	N/A
EXTENDED SERVICE CONTRACT + \$	N/A
OTHER N/A \$	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
BALANCE DUE	\$ 45169.20
MANAGER APPROVAL	
DEALER REPRESENTATIVE	
This Agreement does not bind the Dealer until approved by a Representative of the Dealer.	
<input checked="" type="checkbox"/>	
PURCHASER	
<input checked="" type="checkbox"/>	N/A
CO-PURCHASER	

ADDITIONAL TERMS AND CONDITIONS

1. The Dealer (Seller) reserves the right to add to the purchase price of the vehicle being purchased and identified on the face of this Agreement, a charge to offset the dealers cost incurred for servicing of the vehicle, installation, repairs, alterations, improvements, preparation for delivery of the vehicle prior to sale and for after sale follow up by Dealer of any Customer Satisfaction Program or Additional Dealer Profit. The charge will be identified as Additional Dealer Profit (ADP) on the financial disclosure portion on the face of this Agreement.

2. The vehicle described herein is purchased in an "as is" condition. The Dealer expressly disclaims all warranties whether express or implied including warranties of merchantability or fitness for a particular purpose. Purchaser by his/her signature acknowledges that the Dealer neither assumes nor authorizes anyone on its behalf to assume for it any liability in connection with the sale of the vehicle. Purchaser acknowledges the Dealer shall not be liable for any consequential damages, damages to personal or real property of Purchaser or damages for loss of time, profit, income or wages of Purchaser in connection with the sale or use of the vehicle purchased. Any used vehicle sold to Purchaser by Dealer under this Agreement is sold at the time of delivery by Dealer without any guarantee or warranty, express or implied, including any implied warranty of merchantability or fitness for a particular purpose as to its condition or the condition of any part thereof except as may be otherwise specifically provided in writing on the face of this Agreement or in a separate writing furnished to Purchaser by Dealer. Dealer and/or its agents have made no representations concerning the vehicle or the terms of the agreement to the Purchaser other than what is reflected in this Purchase Agreement and/or any of the documents relating to the same matters, between the same parties, and made as part of substantially the same transaction described herein. Purchaser has been given the opportunity to have the vehicle inspected by a representative of Purchaser's choice. Purchaser acknowledges that paint or metal work may have been performed on the vehicle and that Seller does not have knowledge as to whether or not the vehicle may have been previously involved in any accident or wreck. Purchaser acknowledges that Purchaser has not relied upon any representation of Seller as to prior ownership, prior mechanical or physical condition, but relies solely upon Purchaser's inspection of the vehicle in deciding whether to purchase the vehicle.

3. As used in this Purchase Agreement the terms: (a) "Seller" shall mean the Dealer accepting this Agreement; (b) "Purchaser" shall mean the party(ies) executing this Agreement as such on the face hereof; and (c) "Manufacturer" shall mean the Corporation that manufactured the vehicle or chassis, it being understood by Purchaser and Seller, that Seller is not the agent of or for Manufacturer, that Seller and Purchaser are the sole parties to this Agreement and that reference to the Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Seller and Manufacturer with respect to new vehicles.

4. Purchaser acknowledges that the Manufacturer may change the price to Dealer of new vehicles without notice. In the event the price to Dealer of new vehicles of the series and body type described herein is changed by Manufacturer prior to delivery of the new vehicle being sold to Purchaser, Dealer reserves the right to change the cash delivery price of such vehicle to Purchaser accordingly. If such cash delivery price is increased by Dealer, Purchaser may, if dissatisfied therewith, cancel this Agreement, in which event if a used vehicle has been traded in as a part of the consideration for such new vehicle, such used vehicle shall be returned to Purchaser upon payment of a reasonable charge for conditioning and repairs (if any) or, if such used vehicle has been previously sold by Dealer, the Dealer shall pay to Purchaser the amount the Purchaser received as Trade-In Credit less any Trade-In Payoff paid by the Dealer, and less a reasonable charge for conditioning and repairs (if any).

5. If the used vehicle which has been traded in as a part of the consideration for the vehicle purchased hereunder is not to be delivered to Dealer until delivery to Purchaser of such vehicle, the used vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for such used vehicle. If such reappraised value is lower than the original allowance therefore shown on the front of this Agreement, Purchaser may, if dissatisfied therewith, cancel this Agreement, provided however, that such right to cancel is exercised prior to the delivery of the vehicle described herein to the Purchaser and surrender of the used vehicle to Dealer.

6. Purchaser agrees to deliver to Dealer satisfactory evidence of title of any used vehicle traded in as part of the consideration of the vehicle purchased at the time of delivery of such used vehicle to Dealer. Purchaser warrants any such used vehicle to be his or her personal property free and clear of all liens and encumbrances, free from defects in the title, and warrants that the title is not an insurance dated, salvage, reconditioned or rebuilt, theft or recovery title unless noted on the face of this Agreement and approved by Dealer. Purchaser further warrants that the odometer reading on the vehicle traded in is the actual mileage of the trade-in vehicle unless otherwise stated in writing.

7. Unless this Agreement shall have been cancelled by Purchaser under and in accordance with the provisions of paragraph 4 or 5 above, Dealer shall have the right, upon failure or refusal of Purchaser to accept delivery of the vehicle purchased hereunder or to comply with the terms of this Agreement to retain as liquidated damages any cash deposit made by Purchaser, and in the event a used vehicle has been traded in as part of the consideration for the vehicle purchased hereunder, to sell such used vehicle and reimburse itself out of the proceeds of such sale for the expenses specified in paragraph 4 above and for such other expenses and losses as Dealer may incur or suffer as a result of such failure or refusal by Purchaser. In the event of cancellation of the contract, Purchaser shall forfeit any reimbursement or refund from cancellation of Credit Life and/or Disability Insurance, Warranty or Service Contracts to the extent there remains owing to Seller any unpaid down payment on vehicle being purchased, pay off difference on any trade-in vehicle or any amount owed to Seller for additions to the vehicle or accessories and any insurance on the vehicle the Seller has purchased to protect the Seller's interest in the vehicle being purchased.

8. Purchaser acknowledges that any delay of Dealer in the delivery of the vehicle title being purchased shall not entitle the Purchaser to any claim or damages or constitute a breach of this Agreement if Dealer is making a diligent effort to provide Purchaser with said Title. Purchaser also acknowledges that delay in delivery of the Manufacturer's Statement of Origin on the vehicle being purchased or title to said vehicle, shall not constitute a breach of this Agreement or entitle the Purchaser to any claim to damages or compensation of any kind if the delay is due in whole or in part to any cause beyond the control of the Dealer and the Dealer is making a diligent effort to provide Purchaser with said Manufacturer's Statement of Origin or title.

9. The price for the vehicle being purchased specified on the face of this Agreement includes reimbursement for Federal Excise taxes, but does not include sales taxes, use taxes, luxury taxes or occupational taxes based on sales volume, (Federal, State or Local), unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such sales, use, luxury or occupational taxes imposed on or applicable to the transaction covered by this Agreement, regardless of which party may have primary tax liability therefor.

10. If a charge for Credit Life Insurance is included in this Agreement or in any retail installment contract, the provisions of the Credit Life Insurance contract form subsequently executed between the parties hereto in conjunction with this Agreement shall be fully effective. If such insurance is unavailable or partly unavailable under the designated policy, the applicable portion of the charge for Credit Life Insurance specified herein, and the finance charge thereon, may be deducted from the Total Time Balance and credited to the Purchaser. If such insurance does not become effective, notice thereof will be sent to the Purchaser by the Dealer and this Agreement and any retail installment contract executed in conjunction herewith shall otherwise remain fully effective.

11. The Purchaser, before or at the time of delivery of the vehicle covered by this Agreement will execute such other forms of agreement or documents as may be required by the terms of conditions or payment indicated on the front of this Agreement.

12. This Purchase Agreement and all written contracts relating to the same transaction as evidenced on the front of this Purchase Agreement, between the same parties, and made as part of substantially the same transaction as evidenced on the front of this Purchase Agreement shall be taken together and read as one document setting forth the terms of the parties agreement. To the extent that any of the terms among the various documents are inconsistent, the financing agreement shall supersede any directly conflicting rights, language or terms.

13. USED VEHICLE WHETHER OR NOT SUBJECT TO MANUFACTURER'S WARRANTY: "THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE."

PURCHASE AGREEMENT

DR

FREEDOM FORD

720 South George Nigh Expressway
 McAlester, Oklahoma 74501
 (918) 423-2800

Dealer & Stock # PKE13587 Date 04/17/2023
 Purchaser PITTSBURG CO SHERIFF DEPT SSN# _____
 Address 1210 N WEST ST Telephone: Home 918/423-5858
 City MCALESTER State OK Zip Code 74501-2300 Telephone: Work 918/423-5858
45169.20

Purchaser agrees to purchase from Dealer the following described vehicle subject to all terms and conditions set forth on the face and reverse side of this Purchase Agreement.

Salesman JEFFREY S CALDWELL
 New Truck Used Truck New Demo Truck New Car Used Car New Demo Car
 Date of Delivery 04/17/2023 Time _____ .M.
 Miles 21

VEHICLE PURCHASED DESCRIPTION					
YEAR	MFG. NAME	MODEL	BODY TYPE	COLOR	UPHOLSTERY
2023	FORD	F150	PU	AGATE_BLACK	
VEHICLE IDENTIFICATION NO.			LICENSE NUMBER & STATE		
1 F T F W 1 P 8 5 P K E 1 3 5 8 7			12		
ENGINE TYPE		TRANSMISSION		AIR CONDITIONER	
<input type="checkbox"/> 4 CYL <input type="checkbox"/> 6 CYL <input type="checkbox"/> 8 CYL		<input type="checkbox"/> 4 STD. <input type="checkbox"/> 5 SPD. <input type="checkbox"/> AUTO		<input type="checkbox"/> FACTORY <input type="checkbox"/> OTHER	
TIRES: 4 TIRES <input type="checkbox"/> 6 TIRES <input type="checkbox"/> 8 TIRES <input type="checkbox"/>		12 TIRES <input type="checkbox"/>		OTHER # <input type="checkbox"/>	
RIM SIZE: 14" <input type="checkbox"/> 15" <input type="checkbox"/> 16" <input type="checkbox"/> 17" <input type="checkbox"/> 18" <input type="checkbox"/> 20" <input type="checkbox"/> 22" <input type="checkbox"/> 24" <input type="checkbox"/>		ACCESSORIES TO BE INSTALLED BY DEALER OR VENDOR:			
				\$	
				\$	
PURCHASER IS RESPONSIBLE FOR ALL COSTS FOR THE TAG, TITLE AND PAYMENT OF TAXES ON VEHICLE PURCHASED.					
PURCHASER: <input checked="" type="checkbox"/>					
TRADE-IN VEHICLE:					
YEAR	MFG. NAME	MODEL	BODY TYPE	COLOR	UPHOLSTERY
VEHICLE IDENTIFICATION NO.			LICENSE NUMBER & STATE		MILEAGE
LIEN IN FAVOR OF			AMOUNT OF PAYOFF	GOOD THROUGH	PAYOFF CONFIRMED BY
			\$	N/A	N/A
TELEPHONE		ADDRESS			
<p>I, Purchaser, agree as a part of this sale to pay to dealership any amount owed on Trade-In Vehicle to any third party, if different from amount shown as Trade-In Payoff on purchase of vehicle. I further certify that the vehicle identified as the Trade-In Vehicle is titled in my name, and is free and clear of all other liens and encumbrances other than what is shown above. I understand that if the title is not in my name, that it is my obligation to provide a dealer with a clear title in the dealer's name within five days after demand upon me by the dealer. I further warrant that the title to said Trade-In is not an insurance dated, rebuilt, salvage, theft, recovery or reconditioned title. I appoint the Dealer to act as my attorney in fact to sign my name on any document necessary to place title to the above described Trade-In Vehicle in Dealer's name.</p>					
DISPUTE RESOLUTION CLAUSE					
<p>This Dispute Resolution Clause applies to any controversy, claim or dispute between the Purchaser and the Dealer arising out of, or related to this sale or transaction, including, but not limited to any and all issues or disputes arising as a result of this sale or transaction, whether said issues arise prior to, during or subsequent to the sale or attempted sale of a vehicle and whether said sale is a cash sale or is based upon financing or extended credit, or arises as a result of any financing contract, agreement or sales document related to the sale or attempted sale of a vehicle. The Purchaser and Dealer agree that all matters addressed within this Clause shall be submitted to binding arbitration, with an Arbitration Service or Arbitrator of the parties choosing, pursuant to the Federal Arbitration Act, Title 9 U.S.C. § 1, et seq. The parties agree and understand that all disputes arising under case law, statutory law, and all other laws, including but not limited to, all contract, tort and property disputes, including any claim regarding the use, misuse, and/or disclosure of any information or documentation, including, but not limited to, personal or financial information obtained by the dealership from the purchaser, or about the purchaser, which may arise from the sale relationship or otherwise during the sale or at any time in the future will be subject to binding arbitration in accord with this Contract. The parties specifically exclude from this Dispute Resolution Clause all claims or disputes subject to the Small Claims Procedures Act of the State of Oklahoma. The parties agree that the arbitrator shall have authority provided for by the law and contract, including but not limited to authority to grant an award or order for money damages, consequential damages, exemplary damages, declaratory relief, or injunctive relief. Arbitration shall be conducted in compliance with the Rules of an Arbitration Service or Arbitrator of the parties choosing and in conformity with the Federal Rules of Civil Procedure. Any evidence submitted shall be in conformity with the Federal Rules of Evidence. The Arbitrator's award(s) will be entered as a judgement in a court having jurisdiction over the parties. Both the Purchaser and Dealer acknowledge and understand that they are waiving their right to a jury trial by entering into this agreement. It is agreed that the party filing the arbitration claim shall be responsible for the filing fee. The arbitrator's fee shall be equally divided between the parties. The prevailing party shall be entitled to attorney's fees and costs as allowed by Oklahoma and/or Federal statutes. Dealer and Purchaser agree that if Dealer must hire legal counsel to enforce or defend Dealer's legal rights under this Dispute Resolution Clause, Purchaser will pay to Dealer its attorneys fees and costs incurred by Dealer in Dealer's successful defense of Dealer's rights hereunder.</p>					
PURCHASER: <input checked="" type="checkbox"/> DEALER: <input checked="" type="checkbox"/>					
SECURITY AGREEMENT					
<p>Purchaser grants to Dealer a security interest in the vehicle described herein to secure the payment of the purchase price or any down payment owed to Dealer and any retail installment sales contract executed herewith to secure: (1) all future advances by Dealer to Purchaser; (2) all other liabilities of Dealer (primary, secondary, direct or indirect, absolute or contingent, sole, joint or several) due or to become due or which may be hereafter contracted by or acquired, of Purchaser; and (3) the performance of all agreements, covenants and warrants of Purchaser to Dealer. This security interest also covers, in addition to the specifically described vehicle: (1) all personal property installed in or affixed to such vehicle, including additions and accessories; and (2) proceeds, including insurance proceeds payable by reason of damage to or loss of vehicle and (3) any trade-in vehicle described above. NOTICE TO PURCHASER: Do not sign this Agreement before you read it or if it contains any blank spaces. You are entitled to an exact copy of the Agreement you sign. Purchaser by his/her signature ACKNOWLEDGES that he/she has read and received a complete copy of the Agreement and that there are no other agreements between the parties oral or in writing, if not set forth herein. That, if financing is arranged through Dealer, this Purchase is subject to Purchaser's satisfactory credit rating and the acceptance and funding of this Purchase Agreement and/or any Retail Installment Sales Contract executed herewith by a qualified lender or other financial institution. PURCHASER certifies that he/she is of legal age or older and no credit has been extended except as appears above. The Dealer and the Purchaser agree that if the Dealer must hire legal counsel to enforce the terms of this Purchase Agreement, or of any of the documents relating to the same matters; between the same parties, and made as part of substantially the same transaction described herein, that the Purchaser will pay to the Dealer attorneys fees and costs incurred in obtaining judgment or enforcing Dealer's legal rights. Further, should the Dealer be forced to hire legal counsel to defend Dealer's legal rights under this Purchase Agreement, and/or of any of the documents relating to the same matters, between the same parties, and made as part of substantially the same transaction described herein, including any of said documents. Purchaser will pay to Dealer any and all legal fees and costs incurred by Dealer in Dealer's successful defense of Dealer's rights.</p>					
PURCHASER: <input checked="" type="checkbox"/>					

PURCHASE PRICE DISCLOSURE	
CASH PRICE	\$ 45169.20
ACC. PURCHASED + \$	N/A
MISCELLANEOUS \$	N/A
TOTAL SELLING PRICE	\$ 45169.20
TRADE IN ALLOWANCE AND/OR DISCOUNT - \$	N/A
TRADE DIFFERENCE OR SALE PRICE \$	45169.20
ADP* + \$	N/A
PAYOFF ON TRADE IN + \$	N/A
FACTORY REBATES - \$	N/A
CUSTOMER CASH OR CHECK DOWN - \$	N/A
EXTENDED SERVICE CONTRACT + \$	N/A
OTHER N/A \$	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
BALANCE DUE \$	45169.20
MANAGER APPROVAL	
DEALER REPRESENTATIVE	
This Agreement does not bind the Dealer until approved by a Representative of the Dealer.	
<input checked="" type="checkbox"/>	
PURCHASER	
<input checked="" type="checkbox"/>	N/A
CO-PURCHASER	

ADDITIONAL TERMS AND CONDITIONS

1. The Dealer (Seller) reserves the right to add to the purchase price of the vehicle being purchased and identified on the face of this Agreement, a charge to offset the dealers cost incurred for servicing of the vehicle, installation, repairs, alterations, improvements, preparation for delivery of the vehicle prior to sale and for after sale follow up by Dealer of any Customer Satisfaction Program or Additional Dealer Profit. The charge will be identified as Additional Dealer Profit (ADP) on the financial disclosure portion on the face of this Agreement.
2. The vehicle described herein is purchased in an "as is" condition. The Dealer expressly disclaims all warranties whether express or implied including warranties of merchantability or fitness for a particular purpose. Purchaser by his/her signature acknowledges that the Dealer neither assumes nor authorizes anyone on its behalf to assume for it any liability in connection with the sale of the vehicle. Purchaser acknowledges the Dealer shall not be liable for any consequential damages, damages to personal or real property of Purchaser or damages for loss of time, profit, income or wages of Purchaser in connection with the sale or use of the vehicle purchased. Any used vehicle sold to Purchaser by Dealer under this Agreement is sold at the time of delivery by Dealer without any guarantee or warranty, express or implied, including any implied warranty of merchantability or fitness for a particular purpose as to its condition or the condition of any part thereof except as may be otherwise specifically provided in writing on the face of this Agreement or in a separate writing furnished to Purchaser by Dealer. Dealer and/or its agents have made no representations concerning the vehicle or the terms of the agreement to the Purchaser other than what is reflected in this Purchase Agreement and/or any of the documents relating to the same matters, between the same parties, and made as part of substantially the same transaction described herein. Purchaser has been given the opportunity to have the vehicle inspected by a representative of Purchaser's choice. Purchaser acknowledges that paint or metal work may have been performed on the vehicle and that Seller does not have knowledge as to whether or not the vehicle may have been previously involved in any accident or wreck. Purchaser acknowledges that Purchaser has not relied upon any representation of Seller as to prior ownership, prior mechanical or physical condition, but relies solely upon Purchaser's inspection of the vehicle in deciding whether to purchase the vehicle.
3. As used in this Purchase Agreement the terms: (a) "Seller" shall mean the Dealer accepting this Agreement; (b) "Purchaser" shall mean the party(ies) executing this Agreement as such on the face hereof; and (c) "Manufacturer" shall mean the Corporation that manufactured the vehicle or chassis, it being understood by Purchaser and Seller, that Seller is not the agent of or for Manufacturer, that Seller and Purchaser are the sole parties to this Agreement and that reference to the Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Seller and Manufacturer with respect to new vehicles.
4. Purchaser acknowledges that the Manufacturer may change the price to Dealer of new vehicles without notice. In the event the price to Dealer of new vehicles of the series and body type described herein is changed by Manufacturer prior to delivery of the new vehicle being sold to Purchaser, Dealer reserves the right to change the cash delivery price of such vehicle to Purchaser accordingly. If such cash delivery price is increased by Dealer, Purchaser may, if dissatisfied therewith, cancel this Agreement, in which event if a used vehicle has been traded in as a part of the consideration for such new vehicle, such used vehicle shall be returned to Purchaser upon payment of a reasonable charge for conditioning and repairs (if any) or, if such used vehicle has been previously sold by Dealer, the Dealer shall pay to Purchaser the amount the Purchaser received as Trade-In Credit less any Trade-In Payoff paid by the Dealer, and less a reasonable charge for conditioning and repairs (if any).
5. If the used vehicle which has been traded in as a part of the consideration for the vehicle purchased hereunder is not to be delivered to Dealer until delivery to Purchaser of such vehicle, the used vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for such used vehicle. If such reappraised value is lower than the original allowance therefore shown on the front of this Agreement, Purchaser may, if dissatisfied therewith, cancel this Agreement, provided however, that such right to cancel is exercised prior to the delivery of the vehicle described herein to the Purchaser and surrender of the used vehicle to Dealer.
6. Purchaser agrees to deliver to Dealer satisfactory evidence of title of any used vehicle traded in as part of the consideration of the vehicle purchased at the time of delivery of such used vehicle to Dealer. Purchaser warrants any such used vehicle to be his or her personal property free and clear of all liens and encumbrances, free from defects in the title, and warrants that the title is not an insurance dated, salvage, reconditioned or rebuilt, theft or recovery title unless noted on the face of this Agreement and approved by Dealer. Purchaser further warrants that the odometer reading on the vehicle traded in is the actual mileage of the trade-in vehicle unless otherwise stated in writing.
7. Unless this Agreement shall have been cancelled by Purchaser under and in accordance with the provisions of paragraph 4 or 5 above, Dealer shall have the right, upon failure or refusal of Purchaser to accept delivery of the vehicle purchased hereunder or to comply with the terms of this Agreement to retain as liquidated damages any cash deposit made by Purchaser, and in the event a used vehicle has been traded in as part of the consideration for the vehicle purchased hereunder, to sell such used vehicle and reimburse itself out of the proceeds of such sale for the expenses specified in paragraph 4 above and for such other expenses and losses as Dealer may incur or suffer as a result of such failure or refusal by Purchaser. In the event of cancellation of the contract, Purchaser shall forfeit any reimbursement or refund from cancellation of Credit Life and/or Disability Insurance, Warranty or Service Contracts to the extent there remains owing to Seller any unpaid down payment on vehicle being purchased, pay off difference on any trade-in vehicle or any amount owed to Seller for additions to the vehicle or accessories and any insurance on the vehicle the Seller has purchased to protect the Seller's interest in the vehicle being purchased.
8. Purchaser acknowledges that any delay of Dealer in the delivery of the vehicle title being purchased shall not entitle the Purchaser to any claim or damages or constitute a breach of this Agreement if Dealer is making a diligent effort to provide Purchaser with said Title. Purchaser also acknowledges that delay in delivery of the Manufacturer's Statement of Origin on the vehicle being purchased or title to said vehicle, shall not constitute a breach of this Agreement or entitle the Purchaser to any claim to damages or compensation of any kind if the delay is due in whole or in part to any cause beyond the control of the Dealer and the Dealer is making a diligent effort to provide Purchaser with said Manufacturer's Statement of Origin or title.
9. The price for the vehicle being purchased specified on the face of this Agreement includes reimbursement for Federal Excise taxes, but does not include sales taxes, use taxes, luxury taxes or occupational taxes based on sales volume, (Federal, State or Local), unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such sales, use, luxury or occupational taxes imposed on or applicable to the transaction covered by this Agreement, regardless of which party may have primary tax liability therefor.
10. If a charge for Credit Life Insurance is included in this Agreement or in any retail installment contract, the provisions of the Credit Life Insurance contract form subsequently executed between the parties hereto in conjunction with this Agreement shall be fully effective. If such insurance is unavailable or partly unavailable under the designated policy, the applicable portion of the charge for Credit Life Insurance specified herein, and the finance charge thereon, may be deducted from the Total Time Balance and credited to the Purchaser. If such insurance does not become effective, notice thereof will be sent to the Purchaser by the Dealer and this Agreement and any retail installment contract executed in conjunction herewith shall otherwise remain fully effective.
11. The Purchaser, before or at the time of delivery of the vehicle covered by this Agreement will execute such other forms of agreement or documents as may be required by the terms of conditions or payment indicated on the front of this Agreement.
12. This Purchase Agreement and all written contracts relating to the same transaction as evidenced on the front of this Purchase Agreement, between the same parties, and made as part of substantially the same transaction as evidenced on the front of this Purchase Agreement shall be taken together and read as one document setting forth the terms of the parties agreement. To the extent that any of the terms among the various documents are inconsistent, the financing agreement shall supersede any directly conflicting rights, language or terms.
13. USED VEHICLE WHETHER OR NOT SUBJECT TO MANUFACTURER'S WARRANTY: "THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE."

PITTSBURG COUNTY COMMISSIONER
MAY 15, 2023
MINUTES

The Board of County Commissioners, Pittsburg County, met in regular session on May 15, 2023 at 9:00 A.M., Meeting held in County Commissioners Conference Room, after proper notice and agenda were posted indicating time and date. Agenda was posted at 8:09 A.M., May 12, 2023.

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

Charlie Rogers	Present
Ross Selman	Present
Kevin Smith	Present

3. APPROVAL OF AGENDA: Smith made a motion to approve the agenda with the correction to add the special meeting minutes from May 11, 2023; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

4. APPROVE/DISAPPROVE MEETING MINUTES:

A. REGULAR MEETING, FROM MAY 8, 2023: The minutes from the previous meeting, May 8, 2023 regular meeting were read. Selman made a motion to approve the minutes as read; seconded by Rogers.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

B. SPECIAL MEETING, FROM MAY 11, 2023: The minutes from the previous meeting, May 11, 2023 regular meeting were read. Smith made a motion to approve the minutes as read; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

5. RECOGNITION OF GUESTS/PUBLIC COMMENTS: None.

6. OFFICIALS – DEPARTMENT REPORTS:

A. EXCEEDED PURCHASE ORDER REPORT: Rogers read the exceeded purchase order 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 Smith.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

B. TRANSFERS: Smith made a motion to approve all transfers; seconded by Rogers.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

C. MONTHLY REPORTS: Rogers made a motion to approve the monthly reports of officers; seconded by Smith.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

D. BLANKET PURCHASE ORDERS:

DEPT	PO	AMOUNT	VENDOR
District 2	10353	\$ 300.00	H2O Depot
District 1	10355	\$ 500.00	O'Reilly's
District 2	10357	\$1,000.00	Unifirst
District 2	10360	\$ 300.00	Unifirst 1 st Aid
District 3	10364	\$ 300.00	Adams True Value
District 3	10365	\$1,500.00	Kiamichi Automotive
District 2	10366	\$ 500.00	O'Reilly's
District 2	10367	\$1,500.00	Kiamichi Automotive
Jail	10369	\$ 500.00	Locke Supply
District 2	10370	\$1,500.00	Ricky Putman

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

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

8. UNFINISHED BUSINESS:

A. DISCUSSION, CONSIDERATION AND ACTION TO APPROVE/DISAPPROVE RENEWAL ADDENDUM TO THE BENEFIT PROGRAM APPLICATION BETWEEN PITTSBURG COUNTY AND BLUE CROSS BLUE SHIELD OF OKLAHOMA FOR EMPLOYEE HEALTH INSURANCE FOR FISCAL YEAR ENDING JUNE 30, 2024:

Smith made a motion to approve the health insurance renewal; seconded by Rogers.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

9. AGENDA ITEMS:

A. RESOLUTION 23-288 TO REMOVE ITEMS FROM INVENTORY – DISTRICT 1:

Rogers read the resolution stating the following items.

DESCRIPTION	INVENTORY #	VIN/SERIAL #
1992 Freightliner Tractor Truck	D1-303.004	1FUVDXYB7PP421164
2014 Western Star Truck	D1-302.181	5KJJAVDV6EPFV1431
John Deere Excavator/Trackhoe	D1-332.111	1FF180GCLCE20096
2000 Ford Pickup	D1-301.137	1FTRX18W2YKB18147
Ryobi Lawn Mower	D1-430.001	2653104
Xerox Copier	D1-213.1	M11136LC03N
Ricoh Copier	D1-213.2	H24116C1963
Canon Copier	D1-213.3	N1109525
1998 International Dump Truck	D1-302.168	2HSFMAHR5WC044651
Caterpillar Motorgrader	D1-307.141	R9B00116
John Deere Motorgrader	D1-307.143	1DW770GXVDE651405
John Deere Motorgrader	D1-307.144	1DW770GXHDE651425
2001 Ford F-150 4x4 Pickup	D1-301.148	1FTRW08L51L066966
2007 Chevrolet Silverado	D1-301.158	1GCHK29UX7E134039
2001 Ford F-150	D1-301.149	1FTRX17L61KB48216
2008 Dodge Quad Cab Pickup	D1-301.151	3D7KR28D68G125647
2019 Ford F250	D1-301.167	1FT7W2B66KED27051
Ford F250	D1-301.165	1FT7X2B63BEA48072

DESCRIPTION	INVENTORY #	VIN/SERIAL #
Road Grooming Implement	D1-316.002	D101-1
Fuel Storage Tank	D1-413.007	N/A
Tool Box	D1-620.1	N/A
Danusen Post Hole Digger	D1-445.002	8748
105 Gallon Mobile Fuel Tank	D1-413.012	148540
Storage Tank	D1-413.008	N/A
Storage Tank	D1-413.006	N/A
Diamond Boom Mower	D1-441.001	3153 DBR
Diamond Rotary Mower	D1-441.001	2470
Diamond Mower DB50	D1-441.009	1371
1992 Ford F258 4x4	D1-301.127	1FRHF26H4NNA24788
1992 Ford F258 4x4	D1-301.128	1FTHF26HNNNA24787

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

AYE: Charlie Rogers
 Ross Selman
 Kevin Smith

NAY: None.

Motion Passed.

B. RESOLUTION 23-289 TO DECLARE ITEMS JUNK AND REMOVE FROM INVENTORY – DISTRICT 1: Rogers read the resolution stating purchase order 8869.

DESCRIPTION	INVENTORY #	VIN/SERIAL #
Gilgarco Gas Pump	D1-412.1	CG-3612
Ingersoll Impact Wrench	D1-445.1	198L
Ingersoll-Rand Impact Wrench	D1-445.003	SR15F
Mobile Fuel Tank	D1-413.013	019107
5” Multi-Purpose Vice	D1-444.003	13-025
Echo Weed Eater	D1-430.3	N/A
Gilbarco Diesel Pump	D1-412.2	KD-15059
Diesel Fuel Pump	D1-412.3	F37332
Fillrete Electric Pump	D1-412.004	811703
Bennett Diesel Pump	D1-412.5	9S11238
Bennett Gas Pump	D1-412.6	10R12082
Ryobi Lawn Mower	D1-430.2	2653111
Bottle Jack	D1-410.3	N/A
Bottle Jack	D1-410.2A	N/A
Luxaire Air Conditioning Unit	D1-209.1	WEKM039239
Office Furniture (Various)	D1-102.000	N/A
Executive Chair	D1-102.2	G23-3720ML
Office Chairs – 6	D1-201.0003	N/A
Martin Gas Heater	D1-224.1	AA-03-0054-750
Manitonic Ice Maker	D1-221.1	010865069
Diesel Fuel Pump	D1-412.003	F37332
Pressure Washer	D1-439.002	PWP00454
Black & Decker Angel Sander	D1-359.001	139655

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

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

C. RESOLUTION 23-290 TO REMOVE ITEMS FROM INVENTORY – DISTRICT 1:

Rogers read the resolution stating the following items.

DESCRIPTION	INVENTORY #	VIN/SERIAL #
Echo Weedeater	D1-330.008	681811
Stihl Polesaw	D1-330.007	270832472

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

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

D. RESOLUTION 23-291 TO REMOVE ITEMS FROM INVENTORY - TREASURER:

Rogers read the resolution stating the following items.

DESCRIPTION	INVENTORY #
Heritage Specialist L Hutch 78” Cherry	C-105-20.1

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

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

E. RESOLUTION 23-292 TO ACCEPT DONATION – ANIMAL SHELTER: Rogers read the resolution. Rogers made a motion to accept the donation; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

F. RESOLUTION 23-293 TO CANCEL PURCHASE ORDER – SHERIFF: Rogers read the resolution stating purchase order 10091. Smith made a motion to cancel the purchase order; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

G. RESOLUTION 23-294 TO CANCEL PURCHASE ORDER – SAM’S POINT VOLUNTEER FIRE DEPARTMENT: Rogers read the resolution stating purchase order 6060. Rogers made a motion to cancel the purchase order; seconded by Smith.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

H. RESOLUTION 23-295 TO CANCEL PURCHASE ORDER – COMMISSIONERS: Rogers read the resolution stating purchase order 9789. Selman made a motion to cancel the purchase order; seconded by Rogers.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

I. RESOLUTION 23-296 TO ADVERTISE FOR BIDS FOR A TYPE 6 WILDLAND FIRE APPARATUS FOR KREBS FIRE DEPARTMENT; LEASE PURCHASE WITH FINANCING INCLUDED: Rogers read the resolution. Rogers made a motion to approve the resolution; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

J. DISCUSSION, CONSIDERATION AND ACTION TO APPROVE OR DISAPPROVE TRANSCRIPT OF PROCEEDINGS; RESOLUTION 23-297 FOR COMMISSIONER'S SALE; APPROVE AND SIGN COUNTY DEED, ALL FOR EAST ½ OF LOT 7, BLK 533, SOUTH MCALESTER - TREASURER: Rogers made a motion to approve; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

K. RESOLUTION 23-298 TO CANCEL PURCHASE ORDERS - EXPO: Smith made a motion to strike the item from the agenda; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

L. DISCUSSION, CONSIDERATION AND ACTION TO APPROVE MUTUAL AGREEMENT BETWEEN PITTSBURG COUNTY DISTRICT 1 AND DONALD WADE MATHIS FPR THE DONATION OF SHALE FRO MR. MATHIS' PROPERTY: Rogers explained the agreement. Smith made a motion to approve the agreement; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

M. DISCUSSION, CONSIDERATION AND ACTION TO APPROVE OR DISAPPROVE MUNICIPAL LEASE AGREEMENT BETWEEN DISTRICT 18 DRUG COURT AND CANON FINANCIAL SERVICES, INC. FOR CANON IMR-525iF COPIER SYSTEM, SERIAL NUMBER 2WU03361 FOR THEIR MCINTOSH COUNTY OFFICE: Smith made a motion to approve the lease agreement; seconded by Rogers.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

N. DISCUSSION, CONSIDERATION AND ACTION TO AWARD VENDOR FOR THE PURCHASE AND INSTALLATION OF INSULATION AT THE ARROWHEAD ESTATES VOLUNTEER FIRE DEPARTMENT: The following quotes were received.

VENDOR	AMOUNT
Thomas Insulation	\$15,300.00
Carpenter Insulation	\$16,000.00
Tri le G Insulation	\$19,080.00

Smith made a motion to award the project to Thomas Insulation the lowest quote; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

O. DISCUSSION CONSIDERATION, AND ACTION TO APPROVE OR DISAPPROVE LEASE NUMBER 125516 FOR THE PURCHASE OF ONE (1) 2023 FOD F150 POLICE RESPONDER CREW CAB, SERIAL NUMBER 1FTFW1P83PKE13541 – SHERIFF:

P. DISCUSSION CONSIDERATION, AND ACTION TO APPROVE OR DISAPPROVE LEASE NUMBER 125517 FOR THE PURCHASE OF ONE (1) 2023 FOD F150 POLICE RESPONDER CREW CAB, SERIAL NUMBER 1FTFW1P85PKE13587 – SHERIFF:

Q. DISCUSSION CONSIDERATION, AND ACTION TO APPROVE OR DISAPPROVE LEASE NUMBER 125518 FOR THE PURCHASE OF ONE (1) 2023 FOD F150 POLICE RESPONDER CREW CAB, SERIAL NUMBER 1FTFW1P8XPKE13603 – SHERIFF:

R. DISCUSSION CONSIDERATION, AND ACTION TO APPROVE OR DISAPPROVE LEASE NUMBER 125519 FOR THE PURCHASE OF ONE (1) 2023 FOD F150 POLICE RESPONDER CREW CAB, SERIAL NUMBER 1FTFW1P82PKE13644 – SHERIFF:

S. DISCUSSION CONSIDERATION, AND ACTION TO APPROVE OR DISAPPROVE LEASE NUMBER 125520 FOR THE PURCHASE OF ONE (1) 2023 FOD F150 POLICE RESPONDER CREW CAB, SERIAL NUMBER 1FTFW1P83PKE13684 – SHERIFF:

T. DISCUSSION CONSIDERATION, AND ACTION TO APPROVE OR DISAPPROVE LEASE NUMBER 125521 FOR THE PURCHASE OF ONE (1) 2023 FOD F150 POLICE RESPONDER CREW CAB, SERIAL NUMBER 1FTFW1P88PKE13672 – SHERIFF:

Sandra Crenshaw stated that the leases are from a local vendor at or less than state contract price. Smith made a motion to items O through T; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

10. ROAD CROSSING PERMIT: 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 POSITN OF THIS AGENDA: Sandra Crenshaw stated that Emergency Management has looked at a new mass notification system called Genesis and that they have another demo this afternoon.

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

13. 10:00 A.M. – BID OPENINGS: None.

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

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed. Meeting Adjourned.

Purchase Orders By Account

Fiscal Year : 2022-2023

Date Range: 05/15/2023 to 05/15/2023

PO	Warrant No.	Vendor Name	Purpose	Amount
Animal Shelter				
1316-1-8020-2005				
009757	000673	STAPLES ADVANTAGE	OFFICE SUPPLIES	\$ 186.50
009809	000674	MWI VET SUPPLY	VET SUPPLIES	\$ 1,441.34
009826	000675	CAMPBELL PET CO	VET SUPPLIES	\$ 253.38
009830	000676	ATWOODS	KENNEL SUPPLIES	\$ 91.94
009976	000677	PRO KILL INC.	PEST CONTROL SERVIC	\$ 80.00
009985	000678	COMDATA	FUEL	\$ 60.95
009992	000679	ATWOODS	DOG AND CAT FOOD ETC	\$ 584.40
010008	000680	WALMART COMMUNITY CARD	DOG AND CAT FOOD ETC	\$ 588.92
010065	000681	CENTER, EWELL	VET SERVICES	\$ 700.00
010067	000682	LOWES	KENNEL SUPPLIES	\$ 27.76
010069	000683	JAMESCO ENTERPRISES LLC	KENNEL SUPPLIES	\$ 304.46
Total:				\$ 4,319.65
ARPA 2021				
1566-1-2000-2005				
009565	000123	DISCOUNT STEEL	WELD PLATES	\$ 200.00
010219	000124	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE	\$ 1,574.39
Total:				\$ 1,774.39
1566-1-2000-4110				
009300	000125	CARRIER ENTERPRISE LLC S.C.	HVAC	\$ 5,152.00
Total:				\$ 5,152.00
Assr Rev Fee				
1204-1-1600-2005				
010040	000002	COUNTY RECORDS INC	PLAT BOOKS	\$ 368.00
Total:				\$ 368.00
CBRI				
1103-6-4100-2075				
010063	000035	DOLESE	1 1/2" CRUSHER RUN	\$ 1,000.88
010171	000036	ADAMS TRUE VALUE	FENCE SUPPLIES	\$ 1,400.00

PO	Warrant No.	Vendor Name	Purpose	Amount
CBRI				
1103-6-4100-2075				
010182	000037	DISCOUNT STEEL	POST	\$ 264.00
			Total:	\$ 2,664.88
Drug Court				
7206-1-1900-2005				
010336	000167	US CELLULAR	MONTHLY SERVICE	\$ 73.63
010337	000168	MILLER OFFICE EQUIPMENT	COPIER MAINTENANCE	\$ 83.11
010338	000169	AT&T	MONTHLY SERVICE	\$ 83.02
			Total:	\$ 239.76
Econ Dev Trust				
7603-4-0500-2005				
008861	000354	COMDATA	FUEL	\$ 329.93
008864	000355	JOHNNYS A STREET MARKET	INMATE LUNCHES	\$ 255.78
008866	000356	JOHNNYS A STREET MARKET	CONCESSION SUPPLIES	\$ 66.43
009917	000357	TK ELEVATOR CORPORATION	INSTALLATION	\$ 1,836.00
010030	000358	JONES, TAMMY	SECURITY DEPOSIT RET	\$ 100.00
010096	000359	HATCHER, RACHELLE	CONTRACT LABOR	\$ 120.00
010097	000360	HATCHER, KHLOE	CONTRACT LABOR	\$ 60.00
010098	000361	JOHNSON, MELINDA	CONTRACT LABOR	\$ 170.00
010099	000362	STACEY, MAKAYLA	CONTRACT LABOR	\$ 200.00
010100	000363	HATCHER, SONDRA	CONTRACT LABOR	\$ 280.00
010101	000364	STACEY, NORA	CONTRACT LABOR	\$ 270.00
010134	000365	CITY OF MCALESTER	MONTHLY SERVICE	\$ 662.28
010207	000366	AT&T MOBILITY	MONTHLY SERVICE	\$ 132.86
010274	000367	HERRINGSHAW WASTE MANAGEMEN	MONTHLY SERVICE	\$ 130.00
			Total:	\$ 4,613.28
7603-4-0500-2040				
005915	000353	WALMART COMMUNITY CARD	PARTS & SUPPLIES	\$ 88.27
			Total:	\$ 88.27
Emergency Mgmt				
1212-2-2700-2005				
002453	000335	PRUETTS FOOD	EMERGENCY MEALS	\$ 454.59
008923	000336	COMDATA	FUEL	\$ 1,320.56
010227	000337	VYVE BROADBAND	MONTHLY SERVICE	\$ 171.34
010228	000338	AT&T MOBILITY	MONTHLY SERVICE	\$ 758.40

PO Warrant No. Vendor Name Purpose Amount

Emergency Mgmt

Total: \$ 2,704.89

General

0001-1-0100-2005					
007760	003744	STAPLES CREDIT PLAN	PRINTER		\$ 159.99
008898	003745	H20 DEPOT	BOTTLED WATER ETC.		\$ 69.70
008902	003746	OTA PIKEPASS CUSTOMER SERVICE	TOLL		\$ 18.50
008919	003747	COMDATA	FUEL		\$ 1,148.30
010210	003748	ACCESS	SHRED SERVICE		\$ 95.29
010211	003749	THOMSON REUTERS WEST	INVESTIGATIVE RESEAR		\$ 385.73
010212	003750	VYVE BROADBAND	MONTHLY INTERNET SE		\$ 195.90
010213	003751	THOMSON REUTERS WEST	INVESTIGATIVE RESEAR		\$ 385.73
010214	003752	CLICK STORAGE MCALESTER	STORAGE RENTAL		\$ 165.00
010215	003753	US CELLULAR	MONTHLY SERVICE		\$ 434.21
			Total:	\$ 3,058.35	

0001-1-0600-2005					
010263	003754	MILLER OFFICE EQUIPMENT	COPIER LEASE		\$ 56.72
010264	003755	CANON FINANCIAL SERVICES	COPIER LEASE		\$ 144.00
			Total:	\$ 200.72	

0001-1-1000-1310					
010352	003756	TRAMMELL, LOREN H.	TRAVEL		\$ 147.52
			Total:	\$ 147.52	

0001-1-1000-2005					
010163	003757	PITNEY BOWES GLOBAL FINANCIAL S	POSTAGE METER LEASE		\$ 473.76
			Total:	\$ 473.76	

0001-1-1600-2005					
010281	003758	PARKER, LINDSEY D.	TRAVEL		\$ 294.12
			Total:	\$ 294.12	

0001-1-1700-2005					
010121	003759	AT&T MOBILITY	MONTHLY SERVICE		\$ 336.20
010280	003760	THOMAS, ANGEL J.	TRAVEL		\$ 88.50
			Total:	\$ 424.70	

0001-1-1700-2020					
010165	003761	LEGACY ENERGY CONSULTING LLC	VISUAL INSPECTION		\$ 2,780.00

PO	Warrant No.	Vendor Name	Purpose	Amount
General				
0001-1-1700-2020			Total:	\$ 2,780.00
0001-1-2200-1310				
010132	003762	ONESKY, MARY	TRAVEL	\$ 19.65
010350	003763	BARNES, TONYA M.	TRAVEL	\$ 149.34
			Total:	\$ 168.99
0001-1-2200-2005				
010225	003764	AT&T MOBILITY	MONTHLY SERVICE	\$ 139.23
			Total:	\$ 139.23
0001-1-3300-2005				
010124	003765	VYVE BROADBAND	MONTHLY SERVICE	\$ 71.40
010161	003766	TK ELEVATOR CORPORATION	ELEVATOR MAINTENANC	\$ 2,358.42
010162	003767	AT&T MOBILITY	MONTHLY SERVICE	\$ 120.12
010183	003768	CITY OF MCALESTER	MONTHLY SERVICE	\$ 156.71
010216	003769	LOWES	MAINTENANCE SUPPLIE	\$ 264.50
010217	003770	AT&T MOBILITY	MONTHLY SERVICE	\$ 293.52
010348	003771	TISDAL & O HARA	LEGAL SERVICES	\$ 700.00
010349	003772	TISDAL & O HARA	LEGAL SERVICES	\$ 600.00
			Total:	\$ 4,564.67
0001-2-1800-2005				
010218	003773	CRAIG COUNTY DETENTION CENTER	JUVENILE DETENTION	\$ 750.00
			Total:	\$ 750.00
0001-2-2700-2005				
010049	003774	ATWOODS	NOZZLE	\$ 39.99
			Total:	\$ 39.99
0001-4-0501-2005				
010184	003775	RURAL WATER DIST. #7	MONTHLY SERVICE	\$ 29.32
			Total:	\$ 29.32
0001-5-0900-1110				
010284	003776	OSU COOPERATIVE EXTENSIVE SER.	PERSONAL SERVICES	\$ 17,333.33
010285	003777	OSU COOPERATIVE EXTENSIVE SER.	PERSONAL SERVICES	\$ 17,333.33
			Total:	\$ 34,666.66

PQ	Warrant No.	Vendor Name	Purpose	Amount
General				
0001-5-0900-1310				
010339	003778	OWEN, GREGORY J.	TRAVEL	\$ 396.01
			Total:	\$ 396.01
0001-5-0900-2005				
010261	003779	ADAMS TRUE VALUE	SPRAYER PARTS	\$ 13.00
			Total:	\$ 13.00
Health				
1216-3-5000-2005				
009617	000356	AMAZON CAPITAL SERVICES INC.	PROGRAM SUPPLIES	\$ 311.70
009704	000357	FRESH BABY	PROGRAM SUPPLIES	\$ 46.95
009707	000358	WALMART COMMUNITY CARD	PROGRAM SUPPLIES	\$ 774.68
010028	000359	AMAZON CAPITAL SERVICES INC.	HOSE ETC	\$ 110.98
010112	000360	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE	\$ 42.32
010113	000361	AT&T MOBILITY	MONTHLY SERVICE	\$ 308.58
010114	000362	PEPSI-COLA BOTTLING CO.	BOTTLED WATER	\$ 300.00
010115	000363	AT&T MOBILITY	MONTHLY SERVICE	\$ 205.72
010116	000364	VYVE BROADBAND	MONTHLY SERVICE	\$ 226.15
010117	000365	CITY OF MCALESTER	MONTHLY SERVICE	\$ 520.07
010194	000366	C R MOWING	LAWN CARE	\$ 250.00
010234	000367	MCCLENDON GARDEN CENTER	LANDSCAPING SUPPLIE	\$ 79.00
			Total:	\$ 3,176.15
1216-3-5000-4110				
010118	000368	BEMAC SUPPLY	WATER FOUNTAIN	\$ 3,091.40
			Total:	\$ 3,091.40
Highway				
1102-6-4100-2005				
009493	002805	WARREN POWER & MACHINERY INC.	FILTERS	\$ 1,231.05
010267	002806	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 289.34
			Total:	\$ 1,520.39
1102-6-4300-1310				
010265	002807	MORGAN, CASIDHE H.	MILEAGE	\$ 138.86
			Total:	\$ 138.86

PO Warrant No. Vendor Name Purpose Amount

Highway

1102-6-4300-2005

010140 002808 MCALESTER NEWS CAPITAL & DEM. NEWSPAPER SUBSCRIPT \$ 245.88

Total: \$ 245.88

Hwy-ST

1313-6-8040-2005

007520	002129	RAM INC	FUEL	\$ 7,011.00
008893	002130	COMDATA	FUEL	\$ 280.89
009168	002131	DOLESE	3/8" #2 COVER CHIPS	\$ 8,517.66
009321	002132	DOLESE	#4 SCREENINGS	\$ 5,095.32
009434	002133	MUSKOGEE SAND COMPANY INC	CLASS A SAND	\$ 4,943.06
009716	002134	DOLESE	3/8" #2 COVER CHIPS	\$ 8,494.32
010103	002135	JAMES SUPPLIES	CYLINDER RENTALS	\$ 13.50
010206	002136	AT&T MOBILITY	MONTHLY SERVICE	\$ 51.43
010224	002137	T.H. ROGERS	KEYS	\$ 5.98
010266	002138	ASPHALT & FUEL SUPPLY	ROAD OIL	\$ 17,918.64
010275	002139	HERRINGSHAW WASTE MANAGEMEN	MONTHLY SERVICE	\$ 90.00

Total: \$ 52,421.80

1313-6-8041-2005

008871	002140	COMDATA	FUEL CHARGES	\$ 3,771.15
009900	002141	PRO KILL INC.	PEST CONTROL	\$ 96.00
009972	002142	TRUE VALUE HARTSHORNE	SPRAY BOTTLES	\$ 47.97
009973	002143	CANON FINANCIAL SERVICES	MONTHLY COPIER LEAS	\$ 140.65
009991	002144	VYVE BROADBAND	MONTHLY SERVICE	\$ 228.31
010006	002145	EUFULA AUTO PARTS INC	HOSE FITTINGS ETC.	\$ 251.77
010066	002146	MILLER OFFICE EQUIPMENT	COPY OVERAGE	\$ 24.00
010068	002147	RAM INC	FUEL	\$ 2,134.86
010122	002148	RAM INC	FUEL	\$ 4,418.39
010127	002149	US CELLULAR	MONTHLY SERVICE	\$ 110.00
010135	002150	WHITES TRACTOR & EQUIP	REPAIR CYLINDER	\$ 197.70
010164	002151	O REILLY AUTO PARTS	FILTER ETC	\$ 305.29
010169	002152	AIRGAS	OXYGEN/ACETYLENE	\$ 45.47
010170	002153	TRUE VALUE HARTSHORNE	CHAINSAW CHAIN ETC.	\$ 461.53
010180	002154	O REILLY AUTO PARTS	BRAKE PADS ETC.	\$ 320.82
010193	002155	QUADIENT LEASING	POSTAGE	\$ 1,199.20
010233	002156	STIGLER MILLING COMPANY LLC	BRUSH HOG PARTS	\$ 100.00
010251	002157	WILSON TRUCK AND TIRE SERVICE	LABOR ETC	\$ 100.00
010252	002158	WILSON TRUCK AND TIRE SERVICE	LABOR ETC	\$ 100.00
010279	002159	TRUE VALUE HARTSHORNE	KEYS	\$ 10.74
010335	002160	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 112.23

Total: \$ 15,642.47

PO	Warrant No.	Vendor Name	Purpose	Amount
Hwy-ST				
1313-6-8042-2005				
007457	002161	DOLESE	#4 SCREENINGS	\$ 791.01
007810	002162	DOLESE	12" RIP RAP	\$ 1,805.65
008454	002163	DOLESE	2 1/2" CRUSHER RUN	\$ 2,005.28
008543	002164	DOLESE	1 1/2" ODOT BASE TYPE	\$ 11,598.31
008647	002165	DOLESE	2 1/2" CRUSHER RUN	\$ 1,974.14
008774	002166	DOLESE	1 1/2" CRUSHER RUN	\$ 9,985.57
008883	002167	OTA PIKEPASS	TOLL CHARGES	\$ 1.50
009497	002168	KIRBY SMITH INC.	FUEL CAP	\$ 189.79
009518	002169	WELDON PARTS INC.	U JOINTS	\$ 59.28
009559	002170	HATCO FARM & RANCH	PLUMBING PARTS	\$ 19.98
009615	002171	WELDON PARTS INC.	CYLINDER	\$ 121.05
009729	002172	RAM INC	DIESEL	\$ 7,075.05
009949	002173	OK TIRE	OIL	\$ 910.06
010137	002174	AT&T MOBILITY	MONTHLY SERVICE	\$ 10.93
010138	002175	AT&T MOBILITY	MONTHLY SERVICE	\$ 160.16
010159	002176	CANON FINANCIAL SERVICES	COPIER	\$ 150.00
010208	002177	AT&T MOBILITY	MONTHLY SERVICE	\$ 1,033.25
			Total:	\$ 37,891.01

1313-6-8043-2005				
008877	002178	OTA PIKEPASS CUSTOMER SERVICE C	TOLL	\$ 2.20
008884	002179	COMDATA	FUEL	\$ 3,226.19
009601	002180	DOLESE	1 1/2" CRUSHER RUN	\$ 4,972.75
009925	002181	DOLESE	1 1/2" CRUSHER RUN	\$ 5,019.37
009945	002182	BRUCKNER TRUCK SALES INC	VALVE ETC.	\$ 299.35
009966	002183	WELDON PARTS INC.	CLAMPS	\$ 47.64
009968	002184	STANDARD MACHINE & WELDING	COUPLERS ETC	\$ 305.36
009969	002185	STANDARD MACHINE & WELDING	ADAPTERS ETC.	\$ 709.02
010038	002186	RAM INC	FUEL	\$ 3,437.30
010039	002187	RAM INC	FUEL	\$ 928.10
010077	002188	DOLESE	1 1/2" CRUSHER RUN	\$ 4,956.87
010129	002189	CITY OF MCALESTER	MONTHLY SERVICE	\$ 76.29
010130	002190	CITY OF MCALESTER	MONTHLY SERVICE	\$ 459.17
010131	002191	CITY OF MCALESTER	MONTHLY SERVICE	\$ 23.52
010139	002192	AT&T MOBILITY	MONTHLY SERVICE	\$ 318.50
010330	002193	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 628.81
010332	002194	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 130.08
			Total:	\$ 25,540.52

1313-6-8043-4130				
010178	002195	WARREN POWER & MACHINERY INC.	LEASE PAYMENT	\$ 2,395.00
			Total:	\$ 2,395.00

PO	Warrant No.	Vendor Name	Purpose	Amount
Jail-ST				
1315-2-8034-2005	010087	000813	CITY OF MCALESTER	
			MONTHLY SERVICE	\$ 3,846.70
			Total:	\$ 3,846.70
Rural Fire-ST				
1321-2-8201-2005	008924	000985	COMDATA	\$ 200.64
	010075	000986	ADT SECURITY SERVICES	\$ 101.79
	010076	000987	OKLAHOMA TAX COMMISSION	\$ 105.10
			Total:	\$ 407.53
1321-2-8202-2005	009435	000988	BOWDEN STEEL BUILDINGS	\$ 18,057.00
			ROOF REPAIR	
			Total:	\$ 18,057.00
1321-2-8203-2005	009857	000989	PRO KILL INC.	\$ 168.00
			PEST CONTROL	
			Total:	\$ 168.00
1321-2-8205-2005	008908	000990	KIAMICHI AUTOMOTIVE WAREHOUSE	\$ 406.03
	008926	000991	COMDATA	\$ 504.66
	009657	000992	KIAMICHI AUTOMOTIVE WAREHOUSE	\$ 1,067.96
	010102	000993	US CELLULAR	\$ 151.36
	010242	000994	RURAL WATER DIST #8	\$ 24.00
			Total:	\$ 2,154.01
1321-2-8207-2005	007711	000995	COMDATA	\$ 451.82
	008929	000996	COMDATA	\$ 54.79
	010247	000997	CANADIAN VALLEY TELEPHONE	\$ 169.46
	010248	000998	THE BURROWS AGENCY	\$ 4,073.00
			Total:	\$ 4,749.07
1321-2-8208-2005	004581	000999	MYDER FIRE SUPPORT	\$ 750.00
	010244	001000	KIAMICHI ELECTRIC COOPERATIVE	\$ 100.00
	010245	001001	OKLATEL COMMUNICATIONS INC	\$ 49.06
			Total:	\$ 899.06

PO	Warrant No.	Vendor Name	Purpose	Amount
Rural Fire-ST				
1321-2-8210-4130				
010262	001002	WELCH STATE BANK	LEASE PAYMENT	\$ 3,092.21
			Total:	\$ 3,092.21
1321-2-8214-2005				
008931	001003	COMDATA	FUEL	\$ 394.41
010344	001004	REPUBLIC SERVICES # 375	MONTHLY SERVICE	\$ 452.71
			Total:	\$ 847.12
1321-2-8215-2005				
008932	001005	COMDATA	FUEL	\$ 768.29
			Total:	\$ 768.29
1321-2-8216-2005				
010109	001006	KIAMICHI AUTOMOTIVE WAREHOUSE	FILTERS	\$ 511.87
010110	001007	THE BURROWS AGENCY	INSURANCE	\$ 9,805.00
010111	001008	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE	\$ 64.40
010287	001009	KIAMICHI AUTOMOTIVE WAREHOUSE	LED LIGHTS	\$ 533.14
			Total:	\$ 10,914.41
1321-2-8217-2005				
008934	001010	COMDATA	FUEL	\$ 134.72
			Total:	\$ 134.72
1321-2-8217-4110				
009568	001011	MUSKOGEE COMMUNICATIONS	RADIOS	\$ 3,065.00
			Total:	\$ 3,065.00
1321-2-8218-2005				
010231	001012	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 58.77
			Total:	\$ 58.77
1321-2-8219-2005				
008940	001013	COMDATA	FUEL	\$ 245.37
			Total:	\$ 245.37
1321-2-8222-2005				
010204	001014	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 46.51
010205	001015	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE	\$ 124.78
			Total:	\$ 171.29

PO Warrant No. Vendor Name Purpose Amount

Rural Fire-ST

1321-2-8225-2005

009814	001016	GENERATOR SUPERCENTER OF OKLA	MAINTENANCE	\$ 425.00
010346	001017	CANADIAN VALLEY TELEPHONE	MONTHLY SERVICE	\$ 127.00
010347	001018	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 3.64
			Total:	\$ 555.64

1321-2-8226-4110

000218	001019	BANNER FIRE EQUIPMENT	WILD LAND GEAR	\$ 9,670.00
009548	001020	BROWNCO	RESCUE EQUIP.	\$ 9,269.91
009549	001021	POWER HAWK TECHNOLOGIES INC.	RESCUE EQUIP.	\$ 20,377.46
			Total:	\$ 39,317.37

1321-2-8227-2005

008938	001022	COMDATA	FUEL	\$ 105.80
010084	001023	REPUBLIC SERVICES # 375	MONTHLY SERVICE	\$ 166.64
010085	001024	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 218.07
			Total:	\$ 490.51

1321-2-8228-2005

008939	001025	COMDATA	FUEL	\$ 62.58
			Total:	\$ 62.58

SH Commissary

1223-2-0400-2005

009715	000272	COMMISSARY EXPRESS	INHOUSE COMMISSARY	\$ 2,678.91
009995	000273	COMMISSARY EXPRESS	INHOUSE COMMISSARY	\$ 2,417.51
010004	000274	SGC FOODSERVICE	INHOUSE COMMISSARY	\$ 198.72
010044	000275	CAVENDERS	UNIFORM	\$ 78.25
010048	000276	O REILLY AUTO PARTS	SHOP SUPPLIES	\$ 446.07
010186	000277	BANCFIRST	POSITIVE PAY MONTHLY	\$ 150.50
010187	000278	COMMISSARY EXPRESS	KIOSK FEES	\$ 100.75
010192	000279	T & W TIRE	TIRES	\$ 452.80
010255	000280	COMMISSARY EXPRESS	KIOSK FEES	\$ 68.25
			Total:	\$ 6,591.76

SH Svc Fee

1226-2-0400-2005

009450	001845	SECRETARY OF STATE	NOTARY FILING FEE	\$ 10.00
010086	001846	BRIGGS PRINTING	BUSINESS CARDS	\$ 35.00

PO	Warrant No.	Vendor Name	Purpose	Amount
SH Svc Fee				
1226-2-0400-2005				
010144	001847	OUTLAW TOWING & RECOVERY	TOWING	\$ 185.94
			Total:	\$ 230.94
1226-2-0400-2012				
009429	001848	FLOWERS BAKING CO. OF DENTON	INMATE GROCERIES	\$ 973.16
009632	001849	INDIAN NATION WHOLESALE CO.	INMATE GROCERIES	\$ 1,278.50
009996	001850	SGC FOODSERVICE	INMATE GROCERIES	\$ 2,326.79
009997	001851	PERFORMANCE FOODSERVICE - LITT	INMATE GROCERIES	\$ 1,629.86
009999	001852	INDIAN NATION WHOLESALE CO.	INMATE GROCERIES	\$ 1,253.55
010002	001853	SGC FOODSERVICE	INMATE GROCERIES	\$ 2,355.44
010003	001854	SGC FOODSERVICE	INMATE GROCERIES	\$ 569.38
010148	001855	INDIAN NATION WHOLESALE CO.	INMATE GROCERIES	\$ 1,698.80
010150	001856	SGC FOODSERVICE	INMATE GROCERIES	\$ 1,075.11
010152	001857	FLOWERS BAKING CO. OF DENTON	INMATE GROCERIES	\$ 454.08
010154	001858	PERFORMANCE FOODSERVICE - LITT	INMATE GROCERIES	\$ 2,391.21
010189	001859	INDIAN NATION WHOLESALE CO.	INMATE GROCERIES	\$ 1,291.30
010191	001860	INDIAN NATION WHOLESALE CO.	INMATE GROCERIES	\$ 325.01
			Total:	\$ 17,622.19
1226-2-3400-2005				
008240	001861	H2O DEPOT	BOTTLED WATER ETC.	\$ 378.30
008787	001862	GARLAND/DBS INC	DIAGNOSTIC SURVEY	\$ 2,844.30
009709	001863	STAPLES CREDIT PLAN	OFFICE SUPPLIES	\$ 216.02
009908	001864	BOB BARKER COMPANY	JAIL SUPPLIES	\$ 2,416.00
009998	001865	JAMESCO ENTERPRISES LLC	JANITORIAL SUPPLIES	\$ 1,022.29
010000	001866	INDIAN NATION WHOLESALE CO.	JAIL KITCHEN SUPPLIES	\$ 227.02
010001	001867	INDIAN NATION WHOLESALE CO.	JAIL KITCHEN SUPPLIES	\$ 66.23
010045	001868	T & W TIRE	TIRES	\$ 742.55
010046	001869	CAVENDERS	UNIFORM	\$ 86.95
010047	001870	CAVENDERS	UNIFORM	\$ 130.00
010051	001871	LOWES	JAIL MAINTENANCE SUP	\$ 579.67
010088	001872	PITNEY BOWES GLOBAL FINANCIAL S	POSTAGE METER LEASE	\$ 202.20
010089	001873	UNITED PACKAGING & SHIPPING	SHIPPING	\$ 243.38
010141	001874	BEMAC SUPPLY	PLUMBING REPAIRS	\$ 283.59
010143	001875	ALL ABOUT U PLUMBING	PLUMBING REPAIRS	\$ 125.00
010146	001876	PRUETTS FOOD	JAIL KITCHEN SUPPLIES	\$ 100.96
010147	001877	PARMED PHARMACEUTICALS	INMATE MEDICAL SUPPLI	\$ 991.66
010151	001878	INDIAN NATION WHOLESALE CO.	JANITORIAL SUPPLIES	\$ 334.52
010153	001879	PEPSI-COLA BOTTLING CO.	BOTTLED WATER	\$ 864.00
010157	001880	JAMESCO ENTERPRISES LLC	JANITORIAL SUPPLIES	\$ 747.34
010190	001881	INDIAN NATION WHOLESALE CO.	JAIL KITCHEN SUPPLIES	\$ 271.50
010253	001882	LOCKE HEATING & COOLING SUPPLY	LIGHT BULBS	\$ 37.80
010257	001883	O REILLY AUTO PARTS	WINDOW REGULATOR	\$ 61.62

