



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

NOV 03 2023

TIME 8:24 AM
HOPE TRAMMELL, COUNTY CLERK
PITTSBURG COUNTY

BY _____ DEPUTY

DATE: November 6, 2023

TIME: 9:00 A.M.

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

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

AGENDA

1. CALL MEETING TO ORDER
2. ROLL CALL: CHARLIE ROGERS - CHAIRMAN
ROSS SELMAN - VICE-CHAIRMAN
KEVIN SMITH - MEMBER
3. APPROVAL OF AGENDA
4. APPROVE/DISAPPROVE MEETING MINUTES

A. Regular Meeting from October 30, 2023

5. RECOGNITION OF GUESTS/PUBLIC COMMENTS

PERSONS ADDRESSING THE BOARD SHOULD STATE THEIR NAME AND ADDRESS FOR THE RECORD AND WILL BE LIMITED IN DURATION TO THREE (3) MINUTES. 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

E. Retro Payroll

8. UNFINISHED BUSINESS

- A. Discussion, Consideration and Possible Action to approve the Construction Contract between K & B General Construction Inc. and Pittsburg County for the Canadian Shop Project
- B. Discussion, Consideration and Possible Action to Award Vendor for the installation of closed cell insulation in the storage facility located on the north side of the Southeast Expo Center, pursuant to the Public Competitive Bidding Act of 1974

9. AGENDA ITEMS

- A. Resolution 24-130 to Advertise for the Printing of Regular Ballots, Absentee Ballots and Sample Ballots for all Elections that are called by resolution with the County Election Board
- B. Resolution 24-131 to cancel Purchase Order- District I
- C. Resolution 24-132 to Deposit Check- District I
- D. Resolution 24-133 to Declare items Junk and Remove from Inventory- Pittsburg Volunteer Fire Department
- E. Resolution 24-134 to Declare Item Surplus, to be sold at auction - Sheriff
- F. Discussion, Consideration and Possible Action to Replace Boiler at the Pittsburg County Courthouse.
- G. Discussion, Consideration and Possible Action on Bids for repairs to the Courthouse Annex Building (also know as the District Attorney Complex)
- H. Discussion, Consideration and Possible Action to Approve Inspection Service Agreements between Pittsburg County and Summit Fire & Security for the sprinkler system inspection at the Pittsburg County Courthouse
- I. Discussion, Consideration and Possible Action to Approve Inspection Service Agreement between Pittsburg County and Summit Fire & Security for the sprinkler system inspection at the Southeast Expo Center
- J. Discussion and Possible vote to enter into Executive Session pursuant to 25 O.S., Section 307.B.1.4 to discuss pending litigation and possible settlement conference filed in the United States District Court for the Eastern District of Oklahoma, in the case styled Rita Crampton, Personal Representative of the Estate of Jane Ann Martin, Deceased vs. Chris Morris, Sheriff of Pittsburg County, et al., Case No. CIV-21-53, with counsel.
 - i. Possible Executive Session pursuant to 25 O.S., Section 307.B.1.4 to discuss pending litigation and possible settlement conference filed in the United States District Court for the Eastern District of Oklahoma, in the case styled Rita Crampton, Personal Representative of the Estate of Jane Ann Martin, Deceased vs. Chris Morris, Sheriff of Pittsburg County, et al., Case No. CIV-21-53, with counsel.
- K. Discussion and possible vote to adjourn Executive Session and reconvene in Open Session
- L. Discussion and possible vote on actions related to pending litigation and possible settlement conference filed in the United States District Court for the Eastern District of Oklahoma in the case styled Rita Crampton, Personal Representative of the Estate of Jane Ann Martin, Deceased vs. Chris Morris, Sheriff of Pittsburg County, et al., Case No. CIV-21-53
- M. Discussion and Possible vote to enter into Executive Session pursuant to 25 O.S., Section 307.B.1.4 to discuss pending litigation filed in the United States District Court for the Eastern District of Oklahoma, in the case styled Donald Ray Logsdon, Jr. v. Doris Crawford, Case No. 21-CV-252, with counsel.

I. Possible Executive Session pursuant to 25 O.S., Section 307.B.1.4 to discuss pending litigation filed in the United States District Court for the Eastern District of Oklahoma, in the case styled Donald Ray Logsdon, Jr. v. Doris Crawford, Case No. 21-CV-252, with counsel.

N. Discussion and possible vote to adjourn Executive Session and reconvene in Open Session

O. Discussion and possible vote on actions related to pending litigation filed in the United States District Court for the Eastern District of Oklahoma, in the case styled Donald Ray Logsdon, Jr. v. Doris Crawford, Case No. 21-CV-252

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

A. The closing of a section line road lying between Section 1, Township 6 North, Range 16 East and Section 6, Township 6 North, Range 17 East, beginning at the SW Corner of Section 6, Township 6 North, Range 17 East, extending North approximately one-quarter mile- District 1

13. 10:00 A.M. – BID OPENINGS

None.

14. RECESS/ADJOURNMENT

Commissioners' Assistant

RESOLUTION
24-132

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, November 6, 2023.

WHEREAS, Pittsburg County District 1 has been issued a check from Security National Bank for the overpayment of lease on a 2019 Mack Truck in the amount of \$132.24. The check is to be deposited into the following account since payment for the lease came from the respective account.

FUND	ACCOUNT	AMOUNT
Highway Sales Tax	1313-6-8041-4130	132.24

WHEREAS, Pittsburg County District 1 requests that the Board of County Commissioners approve this transaction of the deposit into the respective account.

THEREFORE, BE IT RESOLVED, that the Board of County Commissioners, Pittsburg County, do hereby approve the deposit of \$132.24 from Security National Bank.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN _____

VICE-CHAIRMAN *[Signature]*

MEMBER *[Signature]*

COUNTY CLERK *[Signature]*



PITTSBURG COUNTY CLERK'S OFFICE



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

DEPUTIES
 BOBBI HARTSFIELD
 MONICA SENNETT
 VIRGINIA O'DELL
 GLADYS BLANSETT

DEPUTIES
 MIRANDA BEDFORD
 LAUREN OLIVER
 SYDNEY TARRON
 JEREMY KENNEDY
 BLAKE WILLIAMSON

Exceeded Purchase Order: As of November 6TH, 2023.

PO #	AMOUNT	EXCEEDED AMOUNT	VENDOR	FUND	DEPARTMENT
3023	\$500.00	\$4.70	BEMAC SUPPLY	SH SVC FEE	COUNTY JAIL

Hope Trammell
 Pittsburg County Clerk

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT made this 16th day of October, 2023 (the Effective Date) by and between K & B General Construction, Inc. having its principal place of business at 1930 Bache Road, McAlester, Oklahoma, 74501 (hereinafter referred to as the "Contractor") and Pittsburg County, Oklahoma (the "Owner"), 115 E. Carl Albert Parkway, McAlester, Oklahoma 74501:

PROJECT: Canadian Shop Construction Project
ADDRESS: 101 NE Tignor Street, Canadian, Oklahoma
OWNER: Pittsburg County, Oklahoma

It is agreed by and between the parties hereto as follows:

1. The Contact Documents. The Contract Documents shall mean (1) this Contract Agreement, (2) Bidding Documents, which details the scope of work to be performed by the Contractor pursuant to this Contract Agreement, attached hereto.
2. Contractor hereby represents and warrants it shall perform in good faith all of its obligations pursuant to all of the limitations and conditions imposed herein upon the Contractor.
3. The Work. Contractor agrees that it shall at its own expense perform, furnish and provide all labor, materials, equipment, tools, scaffolding, hoisting, necessary coverings, and other protection, and other facilities, items, and services necessary or proper for, or incidental to, the performance and completion of all performance specifications detailed in Exhibit A attached hereto (hereinafter referred to as the "Scope of Work" or the "Work").

Contractor shall perform the Work in a timely and workmanlike manner in accordance with the Contract Documents and all applicable statutes, ordinances and regulations, to the satisfaction of the Contractor and all parties to whom the Contractor's work shall be subject to approval.

The Contract Sum. The Owner shall pay the Contractor for the performance of the Work, One Hundred Forty Thousand, Two Hundred Dollars (\$140,200.00)

4. Payment by Owner. The Payment shall be made as follows:

- A. Pay Application #1 shall be payable at the 50% completion of the project in the amount of \$70,100.00
- B. Pay Application #2 shall be payable at 100% completion of the project in the amount of \$70,100.00

Payment to the Contractor shall in no way relieve the Contractor of liability for any defect pertaining to the Work performed by Contractor or breach of any obligation under the Contract Documents.

Site inspection and familiarity with the Work. Contractor warrants that prior to signing the Contract Agreement, Contractor has made such on-site inspections and familiarized himself with the Contract Documents and job site conditions and restrictions attending to the Work, as he deemed necessary. Contractor further warrants that he has satisfied himself as to the nature and location of the Work to be performed, the general and local conditions and all matters which in any way affect the ability of the Contractor to perform the Work, and that the Contractor can perform the Work for the Payment and within the prescribed time of performance described herein. Contractor agrees that he will make no claim for, and has no right to additional payment or extension of time for completion of the Work because of any failure on his part to acquaint himself fully with all conditions relating to the Work and the conditions and time of performance described herein.

5. Time of Performance.

- A. The work to be performed under this contract shall be commenced on, the effective date, weather permitting and shall be completed no later than 90 days, weather permitting.

6. Insurance. Contractor shall carry worker's compensation and general comprehensive liability insurance. Prior to starting Work, the Contractor shall obtain the required insurance policies from an insurer acceptable to Owner and shall furnish the Owner with a certificate of insurance showing that he/she has obtained such Insurance Policies and complied with the obligations contained herein.

7. Compliance of Law.

- A. The Contractor shall give all notices and comply with all notices and with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work. Contractor shall at

all times perform all work in accordance with the current regulations of the Occupational Health and Safety Administration (OSHA) and, where applicable, the Environmental Protection Agency (EPA) and the state agencies where requirements extend to the work performed by Contractor. Contractor shall be responsible for any citations, fines, and penalties if OSHA regulations or other regulations are violated and to take the steps necessary, at Contractor's expense to maintain compliance with all applicable regulations. The Owner shall secure and pay for all permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work.

- B. The Contractor shall at all times comply with all federal, state and local tax laws, social security acts, unemployment compensation acts and worker's compensation acts.
 - C. The Contractor shall take all reasonable safety precautions with respect to his Work, shall comply with all safety measures initiated by the Owner and with all applicable laws, ordinances, rules, regulations and orders of any public authority for the safety of persons or property in accordance with the requirements of the Contract Documents. The Contractor shall report within three (3) days to the Owner any injury to any of the Contractor's employees at the site.
8. Changes and Extra Work. The Contractor may be ordered in writing by the Owner, without invalidating this contract, to make changes in the Work within the general scope of this contract consisting of additions, deletions, or other revisions, the Contract Sum and the Contract time being adjusted accordingly, in writing by the Owner. Contractor shall not proceed to perform any work which Contractor believes to be extra work, different from or outside the scope of what is required under the Contract Documents without first receiving written authorization signed by the Owner or authorized representative of the Owner. Contractor shall submit to Owner within five (5) days of receiving a request from Owner to perform changed or extra work written copies of any requested adjustment to Contract Sum or Contract Time, in a manner consistent with the Contract Documents.
9. Liens. Contract shall keep the Project and the lands upon which it is situated free from all mechanic's liens, claims on bonds and all other liens by reason

of its Work or of any materials or other things used by the Contractor, its agents, employees, material men or subcontractors. If the Contractor fails to remove any lien by bonding it or otherwise or fails to cause the withdrawal of any claim on a payment bond, the Owner may retain sufficient funds, out of any money due or thereafter to become due by the Owner to the Contractor to pay same and all costs incurred by reasons thereof, and may pay said lien or claim on bond and costs out of any funds at any time in the hands of the Owner owing to the Contractor.

10. Warranty. The Contractor warrants its Work against all deficiencies and defects in workmanship and materials. Contractor warrants that all Work performed by the Contractor shall be of good quality, free from faults and defects, and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective. Contractor agrees also to satisfy such obligations, which appear within the Contract Documents applicable to Contractor's Work.

11. Protection of Work.

A. During performance and until final acceptance of Work by the Owner, the Contractor shall be responsible for and under a strict obligation to protect its finished and unfinished work, material, equipment and other things against any damage, loss or injury produced by any cause whatsoever, and in the event of such damage, loss or injury, the Contractor may purchase a builder's risk insurance policy against such perils as fire, vandalism, wind and extended coverage.

B. Contractor shall take all necessary precautions in carrying out his work to properly protect the work of the Contractor, and in the event of any damage, loss or injury to such Work, Contractor shall promptly replace or repair such work.

12. Indemnification. Contractor shall indemnify, pay for the defense and hold harmless the Owner and all of its directors, members, officers, employees, agents, affiliates, successors and permitted assigns from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from any act or omission or any breach or non-fulfillment of any covenant, agreement or representation made by the Contractor or

anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable.

13. Termination for Default.

A. If Contractor fails or neglects to carry out the Work in accordance with the Contract Documents, or if Contractor fails to supply enough properly skilled workmen, equipment or materials to perform the Work in a timely manner, or if Contractor fails to make prompt payment for any labor or materials and Contractor fails within three (3) days after receipt of written notice to commence and continue correction of such default or neglect with diligence and promptness, then the Owner may, without prejudice to any other right or remedy, terminate this Contract Agreement and any other Contract Documents.

B. Likewise, if the Owner fails or neglects to act in accordance with the Contract Agreement Section 3 and 4, the Contractor has the right to stop and or hold all remaining work until Owner remedies and or corrects/satisfies according to the contractual terms.

14. Clean-up. The Contractor shall at all times keep the premises clear from the accumulation of waste materials or rubbish arising out of the operations of this contract. Clean-up shall be done daily by the Contractor, and the debris hauled from the site. If daily clean-up is not done the Owner may do the clean-up and back charge the Contractor.

15. Settlement of Disputes.

A. Unless the Contractor otherwise directs by written notice to the Owner, no dispute, relating to this Agreement or the Work to be performed by the Contractor shall relieve the Contractor of the performance of any of its obligations hereunder and the Contractor agrees to continue to perform the Work at a final resolution of any such dispute is reached between the parties.

B. Any request by the Contractor or Owner, such as a request for a change order for extra work or an extension of time, must be made within a commercially reasonable time frame. Such request shall be effective until agreed to in writing by the non-requesting party.

16. Assignment. Neither party may assign their rights or obligations described herein without the prior written consent of the other party.

IN WITNESS, WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives, as of the day and year first written above.

CONTRACTOR

K&B General Construction, Inc.

OWNER

Pittsburg County, Oklahoma

By: Steve Brewer

[Signature]

Name: Stephen Brewer

Title: Owner

By:

Name: Charlie Rogers

Title: Chairman, BOCC

Southeastern Insulation and guttering LLC

548 N Bache RD

McAlester OK 74501

918-424-3295

Quote for: Basket ball building Expo

To: Shannon Stacey

Foam Insulate 30x60x12 4 in. of closed cell foam roof and walls.

Total \$26000.00

Thank you

Roy Allen

South-eastern Insulation and Guttering LLC



Oklahoma City
413 NW 12th Street
Oklahoma City, OK 73103
Phone: (405) 521-0318

Customer
Pittsburg County Commissioners
115 E Carl Albert Pkwy
McAlester, OK 74501-5020
Phone: (539) 995-0539

Project Address
McAlester Expo Storage
4500 US-270
McAlester, OK 74501

This estimate will need a site walk and measurements to confirm validity. It is based off measurements:

- 35'x60'
- with 2:12 roof pitch
- 12' walls
- 4" CCF

Base Estimate

Work Area	Description	Depth
Roofline	Closed Cell Foam	4.00
Gables	Closed Cell Foam	4.00
Exterior Walls	Closed Cell Foam	4.00
Ignition Barrier (Optional)		
Work Area	Description	Depth
Roofline	DC315 Intumescent Coating	0.00
		Add \$7,137.99
Estimate Total without Options/Upgrades		\$46,394.44

To accept this proposal, please sign and date below. Initial any option items you would like to accept.

Price includes either the use of an Appendix X foam or the installation of an approved intumescent ignition barrier. Assumes the use of foam insulation and assemblies that pass the building code requirements for foam attics as long as all following criteria is met. This estimate is valid for 60 days.

- a. Entry to the attic or crawl space is only to service utilities, and no storage is permitted.
- b. There are no interconnected attic or crawl space areas.
- c. Air in the attic or crawl space is not circulated to other parts of the building.
- d. Attic ventilation is provided when required by IBC Section 1203.2 or IRC Section R806, as applicable, except when air-impermeable insulation is permitted in unvented attics in accordance with Section R806.4 of the IRC. Under-floor (crawl space) ventilation is provided when required by IBC Section 1203.3 or IRC Section R408.1, as applicable.
- e. Combustion air is provided in accordance with IMC (International Mechanical Code) Section 701.

If one or more of the above circumstances exists an additional intumescent coating will be required to meet the requirements for "Thermal Barrier". This will be at an additional cost to the customer. Any material price increase from supplier/manufacturer or labor rate increase from the date of this estimate will automatically make this estimate/contract void and a new estimate will be issued.

Pittsburg County Commissioners - Authorized Signature

Date

Re: Fwd: Spray Foam Insulation

From: Pittsburg County <pittsburgcountyexpo@gmail.com>
Sent: Thu, Oct 26, 2023 at 5:48 pm
To: bocc@pittsburg.okcounties.org

MOFO SPRAY FOAM
Pittsburg County
Southeast Expo Center
4500 W. US Hwy. 270
McAlester, OK 74501
918-916-3737

On Thu, Oct 26, 2023 at 4:16 PM bocc@pittsburg.okcounties.org
<bocc@pittsburg.okcounties.org> wrote:

Shannon, what vendor is this? There isn't a name on it anywhere.

Sandra

-----Original Message-----

From: "Pittsburg County" <pittsburgcountyexpo@gmail.com>
Sent: Thursday, October 26, 2023 3:45pm
To: bocc@pittsburg.okcounties.org
Subject: Fwd: Spray Foam Insulation

Pittsburg County
Southeast Expo Center
4500 W. US Hwy. 270
McAlester, OK 74501
918-916-3737

----- Forwarded message -----

From: **Jason West** <dynamitewest1997@gmail.com>
Date: Thu, Oct 26, 2023 at 1:13 PM
Subject: Spray Foam Insulation
To: <pittsburgcountyexpo@gmail.com>

The estimate for 4" inches of closed cell spray foam insulation in the
35'x60'x12' is \$29,875.00
If you have any questions or want me to schedule you in, please let
me know. Thanks

RESOLUTION # 24-130
NOTICE OF BID

The Board of County Commissioners, Pittsburg County, Oklahoma, met in regular session on November 6th, 2023.


NOTICE IS HERBY GIVEN by the Pittsburg County Purchasing Agent, the Board of County Commissioners of Pittsburg County, will on the 20th day of November, 2023 at the hour of 10:00 a.m. open Sealed Bids for the following.

Printing of Regular Ballots, Absentee Ballots and Sample Ballots for all Elections that are called for by resolution with the County Election Board. Said Ballots must be printed and delivered in quantities and colors ordered, must meet all specifications for Printing and Preparing Ballots provided by the Pittsburg County Election Board, when and as needed by the Secretary of the Pittsburg County Election Board within a one year period beginning December 1, 2023 to November 30, 2024. A bid packet containing complete specifications can be obtained from the Pittsburg County Clerks Office, 115 E. Carl Albert Parkway, Room 103, McAlester, OK 74501 or online at pittsburg.okcounties.org. Each Competitive Bid form, as required by O.S.61§ 138. Bids will be awarded to the lowest and best bidder. The successful bidder will be required to sign a Ballot Printing Contract and required to provide a copy of certificate of insurance.


Sealed bids will be received and filed with the Pittsburg County Clerk, 115 E. Carl Albert Parkway, McAlester, OK 74501 until Friday, November 17, 2023 at 4:00 p.m. All bids received after 4:00 p.m. On November 17, 2023 will NOT BE OPENED. The Board of County Commissioners reserves the right to reject any and all bids and re-advertise.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA




CHAIRMAN


MEMBER


MEMBER

ATTEST:


COUNTY CLERK

BALLOT PRINTING CONTRACT

OBJECT OF CONTRACT: Digital printing and delivery of official ballots, sample ballots, and absentee ballots (if applicable) for all ballot orders placed during the period of this contract.

LENGTH OF CONTRACT: This contract will be effective for a period of 12 months. The contract period, including month/day/year, begins on December 1, 2023 and ends on November 30, 2024.

AWARD OF CONTRACT: Contracts shall only be awarded to Printers who have completed digital ballot printing certification and been approved by the State Election Board, pursuant to Subchapter 21 of Chapter 25 of Title 230 of the Okla. Administrative Code.

PARTIES INCLUDED: This contract is established between the Pittsburg County Election Board (in conjunction with its agents and appropriate officials) and the Printer to whom the bid is awarded and whose agent or representative has signed this contract.

Only one (1) vendor (Printer) shall be awarded a contract for the time period listed above, as is legally required in 26 O.S. §6-120. SPLIT CONTRACTS ARE NOT ALLOWED.

BALLOT MATERIALS: The Printer agrees to furnish all ballot stock and other materials and equipment necessary to digitally print ballots, and to incur any expense relating to the delivery of said ballots to the County Election Board.

SPECIFICATIONS: The document, *Oklahoma Specifications for Digital Ballot Printing*, is attached and shall be considered a part of this contract. All digitally printed ballots must be prepared in accordance with these specifications, and the Election Board is not required to pay for any ballots not printed accordingly.

BALLOT PRINTING CONTRACT

DELIVERY DATES:

The delivery dates will be specified by the County Election Board and are critical. For all elections conducted on the date of a federal and/or state election, all digitally printed ballots shall be delivered to the County Election Board not less than fifty (50) days prior to the election date; however, for local or county elections not a part of a federal or state election, the State Election Board may adjust the ballot delivery schedule. For other election dates, all ballots shall be delivered to the County Election Board not less than thirty (30) days prior to the election date. Any deviation must be approved by the County Election Board Secretary.

LATE DELIVERY:

If Printer breaches its obligation to deliver all digitally printed ballots by the dates specified above, the County, upon notice to the Printer, shall have the right to recover liquidated damages for each day all ballots have not been delivered by the deadline as follows: ten percent (10%) of the total cost of all ballots printed for the County per day. Any such amount of damages shall be subtracted from the original total amount billed on the Printer's invoice to the County Election Board.

BALLOT QUANTITIES/ PRICE ADJUSTMENTS:

The Secretary of the State Election Board shall determine the number of digitally printed ballots to be printed for statewide elections. The Secretary of the County Election Board shall determine the number of ballots to be printed for county, school, municipal, and other elections. The printing costs for each election shall be based on the final quantity of ballots ordered by and delivered to the County Election Board for an election. Pursuant to 26 O.S. §6-115, ballot quantity requirements for any election may be raised or reduced from the quantity originally ordered if deemed necessary by the Secretary of the County Election Board. If the quantity of any type of ballot provided is less than or more than the quantity originally ordered, the printing costs shall reflect the actual final quantity ordered, which shall be billed at the approved Ballot Printing Contract rate per each ballot printed.

Additional shipping charges may be included on small orders of 200 or fewer ballots.

BALLOT PRINTING CONTRACT

CERTIFICATE OF INSURANCE:

The Printer shall be required to provide a copy of their certificate of insurance to the County Purchasing Agent in an amount as specified by the County Purchasing Agent at the time the contract is awarded to ensure proper and prompt completion of the work in accordance with the provisions of the contract and bidding documents. The Printer shall provide proof of insurance coverage for the duration of the contract in accordance with 26 O.S. §6-120.

BALLOT SECURITY:

The Printer has an obligation to maintain security of all ballots and ballot data information in their custody at all times. The Printer will be responsible for taking advance precautions to maintain a high level of security at their print shop and to prohibit and prevent any unauthorized access to ballots, election-related computers, digital ballot data information and/or printed ballot data information, or other ballot materials provided to the Printer by the State Election Board. The Printer must prohibit the release of any ballots, digital or printed ballot data information, or other election-related materials to anyone other than an approved authority of either the State or County Election Board.

CONTACT PERSONS:

COUNTY ELECTION BOARD: Tonya Barnes, Secretary


Signature

Telephone 918-423-3877

Fax 918-423-7088

PRINTER:

Name of Firm

Owner/Agent

Signature

Telephone

Fax

**DIGITAL BALLOT PRINTING CONTRACT
BALLOT PRICING FORM**

All ballots and stubs printed, cut, and delivered shall meet size and bar-coding requirements listed in the current version of *Oklahoma Specifications for Digital Ballot Printing*.

REGULAR BALLOTS

	<u>Unit Price</u>	<u>Additional Cost for Color Distinction</u>
8.5 x 14.0 inches		
Price per ballot:	_____	_____
8.5 x 17.0 inches		
Price per ballot:	_____	_____
8.5 x 19.0 inches		
Price per ballot:	_____	_____

ABSENTEE BALLOTS (If Applicable, e.g., in Oklahoma and Tulsa Counties)

	<u>Unit Price</u>	<u>Additional Cost for Color Distinction</u>
8.5 x 14.0 inches		
Price per ballot:	_____	_____
8.5 x 17.0 inches		
Price per ballot:	_____	_____
8.5 x 19.0 inches		
Price per ballot:	_____	_____

SAMPLE BALLOTS

	<u>Unit Price</u>	<u>Additional Cost for Color Distinction</u>
8.5 x 14.0 inches		
Price per ballot:	_____	_____
8.5 x 17.0 inches		
Price per ballot:	_____	_____
8.5 x 19.0 inches		
Price per ballot:	_____	_____

SHIPPING CHARGE

Shipping charge will be included on orders of 200 or fewer ballots. \$

COLOR DISTINCTION

Describe the color distinction method to be employed where such distinction is required.

OKLAHOMA SPECIFICATIONS FOR DIGITAL BALLOT PRINTING

SECTION 1. INTRODUCTION

1.1 PURPOSE

This document specifies the requirements for the printing of digital ballots for all elections conducted in Oklahoma.

Included are the printing specifications that are to be followed by a printer (Printer) certified by the State Election Board. Only a Printer that has been certified by the State Election Board as capable of digitally printing ballots for use in Oklahoma with the Hart InterCivic eScan A/T voting device and with Hart InterCivic's Ballot Now software application may bid on ballot printing.

1.2 SCOPE

This document specifies requirements for Printers to produce digital ballots compatible with the Hart InterCivic eScan A/T and Ballot Now functionality. These specifications define the minimum requirements and the Election Board reserves the right to change or add to these specifications at any time it is deemed necessary. If any changes are made, the Printer will be provided with the new specifications prior to the time printing begins for the next scheduled election.

Ballots should not vary from the specifications without prior approval from the Election Board. The Election Board shall not be responsible for paying for any ballots not produced in accordance with all ballot specifications.

Any and all questions regarding ballot specifications and production should be immediately presented to the Election Board prior to digitally printing any ballot.

1.3 OVERVIEW

These specifications are to be used by the Printer and will be used to specify the ballot and printing requirements for certifying Printers. Ballot Now is Hart InterCivic's central count and ballot-on-demand election software component and the eScan A/T is a precinct-based component that digitally scans and tabulates ballots. Ballot Now produces the formatted ballots. Ballot Now supports both direct printing of ballots and produces a PDF file for remote printing by third parties (Printer).

SECTION 2. REQUIREMENTS

2.1 PRINTING EQUIPMENT

Hart InterCivic's Ballot Now and eScan A/T election products are designed to accept digitally printed ballots produced by laser equipment. Any equipment used in the production of ballots must be maintained in accordance with the manufacturer's specifications. Given that digital equipment continues to change and update, the Election Board does not provide a list of approved equipment since it may arbitrarily exclude new or less common equipment. Any printing equipment must produce documents at 600 dpi or higher.

2.2 FILE FORMAT

Files provided to a Printer are in Adobe .pdf format and will be accessible via an FTP website using a login and password provided by the State Election Board or other secure means as directed by the State Election Board.

2.3 BALLOTS

Ballots must be printed using digital printer(s). Each ballot will have a unique barcode and will be printed on both sides (duplex). Each regular ballot printed will include the name of the county, the entity, and the precinct for which the ballots are printed. Absentee ballots may be printed by style or by precinct.

The width of all ballots must be 8.5". All ballots in an election will be the same length. Absentee and regular ballots must be stitched into book form. The number of ballots per book shall be 100. When the number of ballots needed for a precinct is less than 25, the ballots shall be stitched in a book of 50. Sample ballots shall not be bound or stitched into books. All regular and absentee ballots shall have a line of micro perforation separating the stub (top of ballot) from the actual ballot. The micro perforation shall be placed 3 inches from the top of the stub for 14.0 and 17.0 inch ballots and 2 inches from the top of the stub for 19.0 inch ballots. The micro perforation must allow for easy removal of the ballot from the stub without tearing the ballot. The micro perforation shall be 36 perforations per inch.

The ballot files will contain all ballots for a given precinct/style including the numbers.

2.4 BARCODES

All ballots will have unique barcodes included on both faces of all ballots. Three barcodes are used:

- Unique Barcode – A barcode placed on the ballot stub and the ballot that uniquely identifies the ballot. This barcode assists in preventing multiple ballots from being processed through the scanner at the same time and prevents a ballot from being processed more than once.
- Election ID Barcode – An identification barcode that is unique for every election and used internally by the software.
- Ballot Identifier Barcode – A barcode printed on the paper ballot that indicates the precinct number, party, language, and page number of the ballot. In addition, the first three characters of the barcode identifies whether the ballot was printed from the Ballot Now application or an external ballot printer, and if the ballot is an official ballot, absentee ballot, sample ballot, or a test ballot.

2.5 BALLOT IMAGE MODIFICATION

No image may be added to the ballot without prior written approval from the Election Board.

2.6 PAPER SPECIFICATIONS

All official ballots must be printed on paper stock that meets or exceeds the specifications. All stock and supplies must be furnished by the printer. Official Ballot Paper is #1 grade bond, laser guaranteed, meeting the following minimum specifications:

Basis Weight:	28# Bond
Finish:	Smooth Xerography
Sheffield:	100-120
Brightness:	91-94
Content:	Virgin wood fiber, no recycled content
Florescent level:	4%
Moisture content:	4.5%
Packaging:	Moisture resistant ream wrap
Trim:	+/- 0.025"
Squareness:	+/- 0.025"
Toner Adhesion:	Mill treatment which allows optimum binding of toner and paper fibers
Stub:	36 micro perforations per inch
Color:	Primary election ballots must be distinguished by color as directed by the Election Board

2.7 BALLOT COLOR

Color distinction may be made by the use of colored stock or by a color bar. Colored stock recommendations by Hart InterCivic include *Domtar 70-Pound Smooth* and *International Springhill Opaque*. Approved colors from these sources include only white, ivory, pink, and yellow.

For a color bar, the printed stripes may not extend left or right beyond the vertical plane(s) of the copy box, nor anywhere inside the copy box (the rectangular outline box within which all ballot copy resides).

Specifications require the use of only laser-safe inks and a 48 hour allowance for drying purposes prior to laser imaging of ballot copy.

The printed bars must be printed in one of the following Pantone Matching System (PMS) colors:

- Green 352
- Brown 464
- Tan 468
- Blue 297
- Gray Cool #3
- Peach 163
- Cherry 183
- Purple 251

Color distinctions for ballots shall be at the discretion of the Election Board according to color availability from successful bidder. Absentee ballots of the same style or precinct shall be printed with the same color bar or on the same color ballot stock as the regular ballots.

2.8 COLOR CODING OR HIGHLIGHTS

No image, screen, tint, logo, pantograph, or any mark may be added to the ballot which encroaches upon the ballot area (rectangular outline box within which all ballot copy resides), nor within any vertical tracks from sheet edge to ballot area, top to bottom, where the barcodes exist. Highlight printing with color toner may only be performed at the same time and machine pass that the ballot image is printed. Pre-printed stock, i.e. stock which has been printed using the lithographic process, shall be printed only with laser safe inks, and allowed to dry for 48 hours prior to laser imaging.

2.9 SAMPLE BALLOTS

Files for sample ballots will be provided in the same manner as regular official ballots. Sample ballots will not be numbered, stitched or perforated. Sample ballots will be shrink-wrapped.

SECTION 3. PRODUCTION

3.1 PAPER CONDITIONING

Official Ballot Paper must be properly conditioned in accordance with the printer manufacturer specifications. Conditioning time increases proportionally to the difference in temperature between storage and production locations.

Paper that is purchased in trimmed to size reams should be prepared for a print job by removing outer skid wraps. Do not remove from cartons or remove ream wraps from paper.

The following chart should be used for conditioning ream wrapped papers:

Paper Quantity (Number of Cartons)	Cut Sheets, Ream Wrapped in Cartons Difference in Temperature (From Storage to Production Area)					
	10° F	15° F	20° F	25° F	30° F	40° F
	Number of Hours to Condition					
1	4	8	11	14	17	24
5	6	11	15	18	22	31
10	8	15	20	24	29	41
20	11	18	24	29	35	49
40	13	21	28	34	41	58

3.2 TRIMMING

Ballot Now produces a .pdf for each unique ballot and supports sizes (in inches) 8.5 x 11 (14" with 3" stub), 8.5 x 14 (17" with 3" stub), and 8.5 x 17 (19" with 2" stub). These sizes do not require trimming, and are guaranteed to meet all tolerances required.

Cutter blades should be changed every 2000 to 2500 pulls, which generally equates to every other day in two-shift production. Failure to change blades as recommended will result in inaccurate cuts and improper feeding into the digital printer and/or the scanner, ultimately resulting in rejected ballots.

Stock width must be plus or minus .025" from target. Mylar overlays shall be used for testing periodically throughout the production day. Stock must be square. Any variation in excess of 0.025" is unacceptable.

3.3 PRINT PRODUCTION

The .pdf file must be printed at 100% image size. A Mylar overlay for comparison with printed ballots may be obtained from the State Election Board or Hart InterCivic and shall be used to verify ballot format, at a minimum of every 500 ballots or for each precinct printed, whichever is less. The linearity shall be verified at the same sampling rate, using a linearity Mylar overlay supplied by the SEB. The Printer must test bar code position with the overlay every 500 ballots, and print, validate, and retain five consecutive linearity grid sheets prior to commencing production and hourly thereafter. These tests should also be re-validated during the post-production QC period after the ballots have re-acclimated to room temperature.

The image must be centered on the page within 0.060" left to right and 0.125" top to bottom. Image size must not vary from ballot to ballot more than 2.0% from actual. For general comparison, overall text or graphics stretching is not to exceed .864 cm/.0340 in. Toner "spray" must not be visible to the naked eye.

3.4 PERFORATIONS

All regular and absentee ballots shall have a line of micro perforation separating the stub (top of ballot) from the actual ballot. The micro perforation shall be placed 3 inches from the top of the stub for 14.0 and 17.0 inch ballots and 2 inches from the top of the stub for 19.0 inch ballots. The micro perforation must allow for easy removal of the ballot from the stub without tearing the ballot. The micro perforation shall be 36 perforations per inch.

3.5 GRAIN ORIENTATION

Ballots shall be printed with the paper grain parallel to the ballot width (grain short) to minimize dimensional changes.

SECTION 4. POST PRINT PRODUCTION

4.1 POST-PRINTING CONDITIONING

Digital printers fuse toner to paper using very high heat and pressure. Moisture is removed from the stock during this process. Ballots printed using digital presses require a minimum of 24 hours prior to beginning other bindery processes, in order to allow the stock to re-acclimate.

4.2 STITCHING

Absentee and regular ballots must be stitched into book form. The number of ballots per book shall be 100. When the number of ballots for a precinct is less than 25, the number of ballots per book shall be 50. Sample ballots shall not be bound or stitched into books. Each book of consecutively-numbered ballots shall be stitched together in the top 1/4 inch margin of the stub. Staples should not interfere with any number or text matter that appears on the stub.

4.3 SHRINK-WRAPPING

Printed ballots shall be shrink-wrapped by precinct number in maximum packages of no more than four books of 100 ballots each. Ballots are packaged by shrink-wrapping in such a way that edges are not damaged by flares, delamination, bends, and tears to the ballot stock.

4.4 PACKAGING

Printed ballots are to be packaged in the order provided in the transmitted files. Completed ballots shall be shrink-wrapped following post-production conditioning. Optimum package size is 200 to 400 ballots. If there are less than 200 ballots per package, turn shrink tunnel heat down to prevent full wrap shrinkage and resultant curling of ballots.

Shrink-wrapped packages shall be reinforced with index or chipboard. Packages shall be labeled to reveal enough pertinent information about the contents to ensure the package can remain sealed until ballots are ready to be voted.

4.5 CARTONS

Ballot packages shall be protected in corrugated cartons of single wall construction, #275 virgin Kraft, approximately .125”-.250” larger than the ballot size. If correct size cartons are not available, corrugated corners shall be fitted to protect the package. Chipboard or corrugated cushions shall be placed on the bottom and top of each carton to further protect ballots. Tamper-proof tape or security tape to seal cartons is required and may be specified by the customer. Fully loaded carton weight shall not exceed 60 pounds. Most “mill” paper cartons do not provide adequate protection for printed ballots, and thus should not be used for shipping completed orders.

4.6 SHIPPING

Ballots shall be boxed and shipped to the Election Board office(s). Shipping documents shall verify carton contents. The Printer must have a method of tracking shipments and of communicating package delivery status. Bid prices shall include all charges for freight, F.O.B. with inside delivery. A shipping charge may be added to orders of small quantities of ballots.

PRINTERS WHO HAVE SUCCESSFULLY COMPLETED DIGITAL BALLOT PRINTING CERTIFICATION

Digital Ballot Printing Certification is a two-step process. The following printers have successfully completed both steps of certification and are certified for printing digital ballots.

NAME	ADDRESS & TELEPHONE	CONTACT
MID-WEST PRINTING COMPANY	1227 North 9th P.O. Box 650 Sapulpa, OK 74067 1-800-375-3494 (918) 224-3666 Fax (918) 224-0636 E-mail: home@mwprint.net	Scott Seay
ROYAL PRINTING COMPANY	1830 NW 4th Drive OKC, OK 73106 1-800-422-5568 (405) 235-8581 Fax (405) 235-0868 www.royalprintingco.com E-mail: heather@royalprintingco.com ali@royalprintingco.com	Heather Thomas Ali Sevier

(Revised Nov. 2022)

RESOLUTION
24-131

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, November 6, 2023.

WHEREAS, Pittsburg County District 1, issued the following purchase order:

003569, issued on October 16, 2023 to Kirby Smith Inc, in the amount of \$303.00 for Equipment Parts.

WHEREAS, the above-mentioned Purchase Order was never used, no longer needed, and should be canceled.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby cancel Purchase Order 003569 for FY 2023-2024

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN



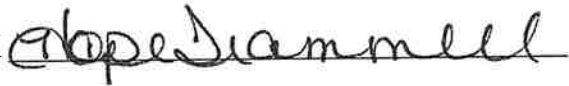
VICE-CHAIRMAN



MEMBER



COUNTY CLERK



RESOLUTION
24-132

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, November 6, 2023.

WHEREAS, Pittsburg County District 1 has been issued a check from Security National Bank for the overpayment of lease on a 2019 Mack Truck in the amount of \$132.24. The check is to be deposited into the following account since payment for the lease came from the respective account.

FUND	ACCOUNT	AMOUNT
Highway Sales Tax	1313-6-8041-4130	132.24

WHEREAS, Pittsburg County District 1 requests that the Board of County Commissioners approve this transaction of the deposit into the respective account.

THEREFORE, BE IT RESOLVED, that the Board of County Commissioners, Pittsburg County, do hereby approve the deposit of \$132.24 from Security National Bank.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN _____

VICE-CHAIRMAN *[Signature]*

MEMBER *[Signature]*

COUNTY CLERK *[Signature]*



RESOLUTION

24-183

The Board of County Commissioners, Pittsburg County, Oklahoma, met in regular session on November 6, 2023

WHEREAS, Pittsburg Area Volunteer Fire Department needs to have the following items, which are inoperable, declared junk and removed from the Inventory of Pittsburg Area Volunteer Fire Department to be disposed of at the landfill:

FD-P-622-1 MOTOROLA PAGER 136WPQ1650
FD-P-622-2 MOTOROLA PAGER 136WPQ1651
FD-P-622-3 MOTOROLA PAGER 136WPQ1652
FD-P-622-4 MOTOROLA PAGER 136WPQ1653
FD-P-622-5 MOTOROLA PAGER 136WPQ1654
FD-P-622-6 MOTOROLA PAGER 136WPQ1657
FD-P-622-7 MOTOROLA PAGER 136WPQ1660
FD-P-622-8 MOTOROLA PAGER 136WPQ1662

FD-P-601-1 MOTOROLA RADIO 018TKA 5456
FD-P-601-2 MOTOROLA RADIO 018TKA 5518
FD-P-601-3 MOTOROLA RADIO 018TKAF 138
FD-P-601-4 MOTOROLA RADIO 018TKAF 140
FD-P-601-5 MOTOROLA RADIO 018TKA 5463
FD-P-601-6 MOTOROLA RADIO 018TKAF134
FD-P-601-7 MOTOROLA RADIO 018TKAF139
FD-P-601-8 MOTOROLA RADIO 018TKGN809

FD-P-601-9 ICOM HAND HELD RADIO 107030
FD-P-601-10 ICOM HAND HELD RADIO 107355
FD-P-601-13 ICOM HAND HELD RADIO 107027
FD-P-601-16 ICOM HAND HELD RADIO 107024
FD-P-601-17 ICOM HAND HELD RADIO 107022
FD-P-601-18 ICOM HAND HELD RADIO 107025
FD-P-601-19 ICOM HAND HELD RADIO 107353
FD-P-601-20 ICOM HAND HELD RADIO 107351
FD-P-601-21 ICOM HAND HELD RADIO 106866
FD-P-601-22 ICOM HAND HELD RADIO 107354
FD-P-601-23 ICOM HAND HELD RADIO 107026

FD-P-610-50 MOTOROLA MOBILE RADIO 922TKL2122
FD-P-610-51 MOTOROLA MOBILE RADIO 922TKL2123
FD-P-610-52 MOTOROLA MOBILE RADIO 922TKL2160

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners, Pittsburg County, do hereby agree to have the above-described items declared junk and removed from the Inventory of Pittsburg Area Volunteer Fire Department to be disposed of at the landfill.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA


Chairman


Vice Chairman


Member


County Clerk



RESOLUTION
24-134
To Declare Surplus

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, November 6, 2023.

WHEREAS, the Pittsburg County Sheriff wishes to declare the following item surplus to be sold at public auction:

INVENTORY#	DESCRIPTION	SERIAL/VIN#
B-893	2018 CHEROLET TAHOE	IGNLCDEC5JR246853

WHEREAS, Pittsburg County Sheriff wishes to sell this item at McAlester Auto Auction, 1635 S. George Nigh Expy, McAlester, Oklahoma.

WHEREAS, the above-mentioned item will be sold at the McAlester Auto Auction on Thursday, December 7, 2023 during their weekly auction.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby declare the above-mentioned item surplus to be sold at public auction on Thursday, December 7, 2023 at McAlester Auto Auction, 1635 S. George Nigh Expy, McAlester, Oklahoma.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:



CHAIRMAN

VICE-CHAIRMAN

MEMBER

COUNTY CLERK



Johnson Controls, Inc.
2601 North Hemlock Court
Broken Arrow, OK 74012
Phone: 918-258-5618
Fax: 918-258-2425

Proposal

Project: Boiler Replacement

10/26/2023

Pittsburg County Courthouse
115 Carl Albert Parkway Suite 200,
McAlester, OK 74501

Mr. Ross

Johnson Controls is pleased to provide a proposal for furnishing the following work.

Scope of Work:

- Gain access to the site, lock out energy sources to the boiler.
- Remove the existing boiler.
- Provide and set the new boiler.
- Connect and route flue per manufactures specifications.
- Connect makeup air per manufactures specifications.
- Connect gas line and hot water piping to existing piping.
- Connect electrical to the boiler.
- Provide BACnet controls integration to the boiler.
- Provide factory startup of the new boiler.
- Site will be cleaned from work performed.
- Check out with site contact.

General Inclusions:

- One-year parts and labor.
- Work to be done during standard hours.
- Freight and rigging.
- Permits.

This proposal does not include:

- Replacement of any other components or any work not specified.
- Rentals
- Sales Tax
- Any asbestos abatement.

- Work done during premium time.
- Make up chemical water treatment.
- Additional insulation on the hot water piping.
- Performance and/or payment bonds.
- Connection of controls/ integration of building system by others.

We propose to perform the work described above with a Lochinvar FTX850N high efficiency gas fired boiler for the price of: \$82,258.00

30% down payment and Net 30 payment terms

If additional information is required or questions arise, please don't hesitate to call.

This proposal is hereby accepted, and Johnson Controls is authorized to proceed with the work: subject, however, to credit approval by Johnson Controls, Inc. Milwaukee, Wisconsin.

This proposal is valid until for 30 days from date of proposal

Pittsburg County
Purchaser - Company Name

JOHNSON CONTROLS, INC.

Signature

Kody Clark
Signature

Name: Charlie Rogers

Name: Kody Clark

Title: Bocc Chairman

Title: Owner Sales Executive

Date: November 6, 2023

Cell: 918-264-5810

PO #: _____

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. SCOPE OF WORK. This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson Controls, Inc. (hereinafter referred to as JCI), shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Purchaser agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge JCI for any costs or expenses without JCI's written consent unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCSs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.

2. INVOICING & PAYMENTS. JCI may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay ten percent (10%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 10% shall be included in JCI's initial invoice. All payments are due net thirty (30) days from the date of invoice. Invoices shall be paid by Purchaser via electronic delivery via EFT/ACH. Waivers of lien will be furnished upon request as the work progresses to the extent payments are received. Invoicing disputes must be identified in writing within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other undisputed amounts remain due within 30 days from the date of invoice. In the event of Purchaser's default, the balance of any outstanding amounts will be immediately due and payable. Payment is a condition precedent to JCI's obligation to perform under the agreement. Purchaser acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that failure to make payment in full when due is a material breach of this Agreement. Purchaser further acknowledges that if there is any amount outstanding on an invoice, it is material to JCI will give JCI, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JCI's obligations under or terminate this Agreement; and (ii) charge Purchaser interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. JCI's election to continue providing future services does not, in any way diminish JCI's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JCI shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the JCI otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Purchaser disputes any late payment notice or JCI's efforts to collect payment, Purchaser shall immediately notify JCI in writing and explain the basis of the dispute.

JCI may increase prices upon notice to the Purchaser to reflect increases in material and labor costs. Prices for products covered by this proposal may be adjusted by JCI, upon notice to Purchaser at any time prior to shipment and regardless of Purchaser's acceptance of JCI's proposal or quotation, to reflect any increase in JCI's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements

3. DEPOSIT. Purchaser agrees to pay a deposit equal to 30% of the project sell price (pre-tax) prior to JCI providing any labor or materials on the project. JCI will generate an invoice for the 30% deposit within three business days after JCI's receipt of a written agreement or order from Purchaser. JCI will not commence work until receipt of the deposit.

4. MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

5. LIMITED WARRANTY. JCI warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of twelve (12) months from delivery of said equipment, or if installed by JCI, for a period of twelve (12) months from installation, whichever occurs first. Alongside this limited warranty, for all new York™ air or water-cooled

chillers and/or Metasys™ building automation systems installed in the US and Canada and sold through JCI owned and operated branches, JCI also provides a Year One Service Agreement for such equipment, the scope, limitations, terms and conditions of which are at <https://www.johnsoncontrols.com/yearoneservice> (collectively, "Year One Service"). JCI will not provide a credit against purchase price if offered Year One Service is declined. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty

to Purchaser. For equipment installed by JCI, if Purchaser provides written notice to JCI of any such defect within thirty (30) days after the appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment. All transportation charges incurred in connection with the warranty for equipment not installed by JCI shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third-party product or software will be secure from cyber threats, hacking or other similar malicious activity, or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

6. **LIABILITY.** To the maximum extent permitted by law, in no event shall JCI and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to Purchaser or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, indirect, punitive or consequential damages; (b) loss of business, use, profits, revenues, customer opportunities, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement. In any case, the entire aggregate liability of the JCI Parties under this agreement for all damages, losses, causes of action, whether in contract, tort (including negligence), or otherwise, shall be limited to the amount actually received by JCI for the performance of its obligations hereunder.

7. **TAXES/TARIFFS.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. In addition to the stated price, Purchaser shall pay all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work. Pricing for products and parts covered by this proposal does not include any amounts for changes in tariffs or other similar charges imposed and/or enacted by a government. At any time prior to shipment, JCI shall be entitled to an increase in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in tariffs or similar charges due to such changes.

8. **DELAYS.** JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond JCI's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.

9. **COMPLIANCE WITH LAWS.** JCI shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

10. **SCHEDULE.** JCI and Purchaser shall mutually agree upon a schedule for completion of the work. In the event Purchaser desires to change or accelerate the schedule or the schedule is otherwise accelerated, delayed, or impacted for reasons beyond the control of JCI, JCI shall be entitled to a change order equitably adjusting the compensation of JCI to account for the increased costs associated with such schedule changes.

11. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

12. **INSURANCE.** Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

13. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.

14. OCCUPATIONAL SAFETY AND HEALTH. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.

15. LEGAL FEES. Purchaser agrees to pay and reimburse JCI for any and all reasonable legal fees which are incurred by JCI in the collection of amounts due and payable under this Agreement.

16. ONE-YEAR CLAIMS LIMITATION. No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (a) contract amounts, (b) change order amounts (approved or requested) and (c) delays and/or work inefficiencies.

17. PURCHASER RESPONSIBILITIES. Purchaser is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Purchaser and/or end user against unauthorized access. Purchaser is responsible to take appropriate

measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

18. FORCE MAJEURE. JCI shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

19. SOFTWARE AND DIGITAL SERVICES. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

20. PRIVACY.

(a) JCI as Processor: Where JCI factually acts as Processor of Personal Data on behalf of Purchaser (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa shall apply.

(b) JCI as Controller: JCI will collect, process and transfer certain personal data of Purchaser and its personnel related to the business relationship between it and Purchaser (for example names, email addresses, telephone numbers) as controller and in accordance with

JCI's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Purchaser acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Purchaser consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Purchaser's personnel under applicable law, Purchaser warrants and represents that it has obtained such consent.

21. ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

22. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.

INSPECTION SERVICE AGREEMENT

1102 E. 2nd Street
 Tulsa, OK 74120
 918.582.3736
 OK Dept of Labor #AC440824
 OKC FE #460; Tulsa FE #461
 Date: 11/2/2023



Corporate Office
 1025 Telegraph Street
 Reno, NV 89502
 775.856.1553

Summit Fire & Security LLC ("Summit Fire & Security") is presenting an **Inspection Service Agreement** ("Agreement"), in accordance with the State Fire code including the items indicated below.

CLIENT	
Name:	Pittsburg County Court House and Annex
Address:	115 East Carl Albert Pkwy #1A McAlester, OK 74501
Contact:	Sandra Crenshaw
Phone:	(918) 423-5858
E-mail:	bocc@pittsburg.okcounties.org
A/R Email:	

INSPECTION LOCATION			
Name:	Pittsburg County Court House and Annex		
Address:	115 East Carl Albert Pkwy #1A McAlester, OK 74501		
Contact 1:	Sandra Crenshaw		
Phone:	(918) 423-5858		
Contact 2:			
Phone:		Cell:	

INSPECTIONS & TESTING

DESCRIPTION	QTY	FREQUENCY	MONTH	VALUE
Annual Fire Sprinkler Inspection	2	Annual	November	\$820
Fire Sprinkler Truck Charge	1	Service	November	\$50

EXCLUSIONS:	SUMMARY:
Tax, Extinguisher & Ansul 6/12 year test, miscellaneous parts.	
Additional charges may apply if panel code(s) are not available or not reprogrammed to the factory default.	
3rd party Inspection Compliance Engine Fees (if applicable)	

Initial Term:	1 Year
From:	Thru:
Presented By:	

Quantities noted on this agreement may vary based on actual inspection. Additional unit pricing would apply.

Total Annual Investment:	\$870
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Ky Young
 kyoung1@SummitFireSecurity.com
Summit Fire & Security LLC
 1102 E. 2nd Street
 Tulsa, OK 74120
Fire Life Safety Sales Representative
 Cell Phone: (918) 830-3799
 Direct Phone: (918) 582-3736 Fax:
 Signature: *Ky Young*
 Date: 11/2/2023

ACCEPTANCE: This Agreement is limited to INSPECTION SERVICE ONLY performed in accordance with the State Fire code as indicated by items checked above. Any additional maintenance, repairs or alterations will be made only upon receipt of such orders by an authorized person, at Summit Fire & Security's prevailing rates. Payment is due 30 days from date of billing or payment at time of service. Service is contingent on completion of credit application or credit card information being submitted to Accounts Receivable Department.

GENERAL CONDITIONS: The General Conditions attached to this Agreement are incorporated herein and made a part of this Agreement. Upon acceptance of this Agreement by Client, the General Conditions will automatically be part of this Agreement between Summit Fire & Security and Client.

Contract Acceptance:

Client: <i>Pittsburg County - Charlie Rogers</i>
Signature: <i>[Signature]</i> Date: <i>11/6/2023</i>

The above prices, specifications and conditions, and the attached General Conditions, are hereby accepted. Summit Fire & Security is authorized to perform the work as specified. Client acknowledges that he/she has read and understands this Agreement.

NB *CP*

See General Conditions on Page 2

SUMMIT FIRE & SECURITY LLC INSPECTION SERVICE AGREEMENT GENERAL CONDITIONS

These General Conditions are attached to and made a part of the Inspection Service Agreement to which they are attached (collectively, the "Agreement") as if fully set forth on the front page of the Agreement. As used in these General Conditions, "Summit Fire & Security," "Client," and other words and terms used in these General Conditions shall have the same meanings as those terms have in the Agreement.

1. **Payment.** Client agrees to pay all fees (the "Fees") for the testing and inspection services (the "Services") included in the Agreement. If Client fails to pay the Fees within thirty (30) days after the date the same is due and payable, Client shall automatically be assessed and shall pay a late charge equivalent to three percent (3%) of the amount of such late payment, together with interest on such late payment at the lower of the maximum rate allowed by applicable law or the rate of eighteen percent (18%) per annum.
2. **Term/Renewal Pricing.** The initial term of the Agreement shall be a 1, 2 or 3 year term as indicated on the first page of the Agreement. The term of the Agreement shall continue to automatically renew for a like term unless either Client or Summit Fire & Security notifies the other party in writing at least sixty (60) days prior to the then expiring term that it does not want the term of the Agreement to renew. On the first annual anniversary date of this Agreement, and on each subsequent annual anniversary date thereafter during the term of the Agreement and any renewal hereof, the Fees as indicated on the first page of the Agreement shall automatically be increased by five percent (5%) per year.
3. **Changes.** Any changes to the Services to be provided by Summit Fire & Security during the term of the Agreement are to be documented by a written change order or amendment signed by Summit Fire & Security and Client, which may include, among other terms, a change in the Fees.
4. **Taxes.** Any taxes or other governmental charges related to the Agreement shall be paid by Client to Summit Fire & Security and shall be in addition to the Fees.
5. **Unavoidable Delays.** To the extent any time period for performance by Summit Fire & Security applies, Summit Fire & Security shall not be responsible for any delays due to federal, state or municipal actions or regulations, strikes or other labor shortages, equipment or other materials delays or shortages, acts or omissions of Client, or any other events or causes beyond the control of Summit Fire & Security.
6. **Access.** Client shall allow Summit Fire & Security to have reasonable access to the job location to allow the performance of the Services on the dates and at the times requested by Summit Fire & Security personnel.
7. **MECHANIC LIEN NOTICE. YOU ARE ENTITLED UNDER TEXAS LAW TO THE FOLLOWING NOTICE:**
 - a. ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THEIR CONTRIBUTIONS.
 - b. UNDER TEXAS LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.
8. **Limitation of Liability and Remedies.** The Services are not an insurance policy or a substitute for an insurance policy. The amount paid by Client for the Services is not sufficient for Summit Fire & Security to assume liability for loss or damage except as expressly set forth in this Agreement. In the event of any breach, default or negligence by Summit Fire & Security under this Agreement, Client agrees that the maximum liability of Summit Fire & Security shall not exceed \$500.00 or an amount equal to the Fees, whichever is greater, and Client expressly waives any right to make any claim in excess of that amount. Further, Client waives any right to any claims for punitive, exemplary, incidental or consequential damages. Client shall provide Summit Fire & Security with reasonable notice of any claim and a reasonable opportunity to cure any alleged breach or default. Client shall indemnify, defend and hold Summit Fire & Security harmless from and against claims, actions, costs and expenses, including reasonable legal fees and costs, arising out of any injury, death or damage occurring on or about the job site unless caused by the negligence or willful misconduct of Summit Fire & Security.
9. **Client's Failure to Pay.** If Client fails to pay any amount due to Summit Fire & Security as and when required, Summit Fire & Security shall have the right, but not the obligation, to immediately discontinue performing any Services and Summit Fire & Security may pursue any and all other rights and remedies, including the right to place a lien against the job site. In addition, Client shall be obligated to reimburse Summit Fire & Security for all reasonable legal fees and costs incurred by Summit Fire & Security in the enforcement of this Agreement.
10. **Binding Arbitration Agreement.** Except as otherwise set forth in Section 9 above, in the event of any dispute between Client and Summit Fire & Security, whether during the performance of the Services contemplated under this Agreement or after, Client and Summit Fire & Security agree to negotiate in good faith towards the resolution of the dispute. If Client and Summit Fire & Security are unable to resolve the dispute within twenty (20) days after the date the dispute arises, then Client and Summit Fire & Security agree to resolve the dispute through binding arbitration. All disputes arising out of or relating to this Agreement including, without limitation, claims relating to the formation, performance or interpretation of this Agreement, and claims of negligence, breach of contract and breach of warranty, which are not resolved either through direct negotiation as provided above, shall be resolved by binding arbitration under the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. This arbitration agreement will be governed by the Federal Arbitration Act and the Minnesota Uniform Arbitration Act. Arbitration will be commenced by written demand for arbitration filed with the American Arbitration Association and the notice of filing, together with a copy of the written demand for arbitration, be provided to the other party in accordance with the notice provisions of this Agreement. However, no arbitration or legal action will be commenced following expiration of the application statute of limitations or repose. Judgment on the arbitration award will be confirmed in any court with jurisdiction. Client and Summit Fire & Security agree that any subcontractor, material supplier, or sub-subcontractor may be made a party to the arbitration proceeding. Venue for the arbitration will be in Washoe County, Nevada. Summit Fire & Security expressly reserves all mechanics lien rights under Chapter 514 of the Minnesota Statutes and may take such other legal action as is needed to perfect such rights. The provisions contained in this paragraph will survive the completion of the Services and termination of this Agreement.
11. **Miscellaneous.** The headings used herein are for convenience only and are not to be used in interpreting this Agreement. This Agreement shall be construed, enforced and interpreted under the laws of the State of Minnesota. Except as otherwise provided herein, jurisdiction and venue for the interpretation and enforcement of this Agreement shall be solely in the courts of the State of Minnesota located in Ramsey County, Minnesota. Each party waives the right to a jury trial. This Agreement may not be modified, amended or changed orally, but only by an agreement in writing signed by the parties hereto. Neither party shall be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by such party. If any provision of this Agreement is invalid or unenforceable, such provision shall be deemed to be modified to be within the limits of enforceability or validity, if feasible; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable. This Agreement is not assignable by either party. This Agreement is the entire agreement between the parties regarding the subject matter of this Agreement; any prior or simultaneous oral or written agreement regarding the subject matter hereof is superseded by this Agreement.

INSPECTION SERVICE AGREEMENT

1102 E. 2nd Street
 Tulsa, OK 74120
 918.582.3736
 OK Dept of Labor #AC440824
 OKC FE #460; Tulsa FE #461
 Date: 11/2/2023



Corporate Office
 1025 Telegraph Street
 Reno, NV 89502
 775.856.1553

Summit Fire & Security LLC ("Summit Fire & Security") is presenting an **Inspection Service Agreement** ("Agreement"), in accordance with the State Fire code including the items indicated below.

CLIENT		INSPECTION LOCATION			
Name:	Pittsburg County Expo Center	Name:	Pittsburg County Expo Center		
Address:	4500 West US-270	Address:	4500 West US-270		
	McAlester, OK 74501		McAlester, OK 74501		
Contact:	Sandra Crenshaw	Contact 1:	Sandra Crenshaw		
Phone:	(918) 423-5858	Phone:	(918) 423-5858		
E-mail:	bocc@pittsburg.okcounties.org	Contact 2:			
A/R Email:		Phone:		Cell:	

INSPECTIONS & TESTING

DESCRIPTION	QTY	FREQUENCY	MONTH	VALUE
Annual Fire Sprinkler Inspection	1	Annual	November	\$780
Fire Sprinkler Truck Charge	1	Service	November	\$50

EXCLUSIONS:	SUMMARY:
Tax, Extinguisher & Ansul 6/12 year test, miscellaneous parts.	
Additional charges may apply if panel code(s) are not available or not reprogrammed to the factory default.	
3rd party Inspection Compliance Engine Fees (if applicable)	

Initial Term: 1 Year

From: _____ Thru: _____

Presented By: _____

Quantities noted on this agreement may vary based on actual inspection. Additional unit pricing would apply.

Total Annual Investment: \$830

Ky Young
 kyoung1@SummitFireSecurity.com
Summit Fire & Security LLC
 1102 E. 2nd Street
 Tulsa, OK 74120
Fire Life Safety Sales Representative
 Cell Phone: (918) 830-3799
 Direct Phone: (918) 582-3736 Fax: _____
 Signature: *Ky Young*
 Date: 11/2/2023

ACCEPTANCE: This Agreement is limited to INSPECTION SERVICE ONLY performed in accordance with the State Fire code as indicated by items checked above. Any additional maintenance, repairs or alterations will be made only upon receipt of such orders by an authorized person, at Summit Fire & Security's prevailing rates. Payment is due 30 days from date of billing or payment at time of service. Service is contingent on completion of credit application or credit card information being submitted to Accounts Receivable Department.

GENERAL CONDITIONS: The General Conditions attached to this Agreement are incorporated herein and made a part of this Agreement. Upon acceptance of this Agreement by Client, the General Conditions will automatically be part of this Agreement between Summit Fire & Security and Client.

Contract Acceptance:

Client: Pittsburg County - Charlie Rogers
 Signature: *CR* Date: 11/6/2023

The above prices, specifications and conditions, and the attached General Conditions, are hereby accepted. Summit Fire & Security is authorized to perform the work as specified. Client acknowledges that he/she has read and understands this Agreement.

NB *CR*

See General Conditions on Page 2

SUMMIT FIRE & SECURITY LLC INSPECTION SERVICE AGREEMENT GENERAL CONDITIONS

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 - b. UNDER TEXAS LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.
8. **Limitation of Liability and Remedies.** The Services are not an insurance policy or a substitute for an insurance policy. The amount paid by Client for the Services is not sufficient for Summit Fire & Security to assume liability for loss or damage except as expressly set forth in this Agreement. In the event of any breach, default or negligence by Summit Fire & Security under this Agreement, Client agrees that the maximum liability of Summit Fire & Security shall not exceed \$500.00 or an amount equal to the Fees, whichever is greater, and Client expressly waives any right to make any claim in excess of that amount. Further, Client waives any right to any claims for punitive, exemplary, incidental or consequential damages. Client shall provide Summit Fire & Security with reasonable notice of any claim and a reasonable opportunity to cure any alleged breach or default. Client shall indemnify, defend and hold Summit Fire & Security harmless from and against claims, actions, costs and expenses, including reasonable legal fees and costs, arising out of any injury, death or damage occurring on or about the job site unless caused by the negligence or willful misconduct of Summit Fire & Security.
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**PITTSBURG COUNTY COMMISSIONER
NOVEMBER 6, 2023
MEETING MINUTES**

The Board of County Commissioners, Pittsburg County, met in regular session on November 6, 2023 at 9:00 A.M., Meeting held in the County Commissioners Conference Room, after proper notice and agenda were posted indicating time and date. Agenda was posted at 8:24 A.M., November 3, 2023.

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

2. ROLL CALL: Roll was called.

Charlie Rogers	Present
Ross Selman	Present
Kevin Smith	Present

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

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

4. APPROVE/DISAPPROVE MINUTES FROM:

A. REGULAR MEETING, OCTOBER 30, 2023: The minutes from the previous meeting, October 30, 2023 regular meeting were read. Rogers made a motion to approve the minutes; seconded by Smith.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

5. RECOGNITION OF GUESTS/PUBLIC COMMENTS: None.

6. OFFICIALS – DEPARTMENT REPORTS:

A. COUNTY CLERK:

i. 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 Selman.

AYE: Charlie Rogers
 Ross Selman
 Kevin Smith

NAY: None.

Motion Passed.

C. OFFICIAL'S 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 3	4146	\$ 100.00	OTA Pikepass
District 1	4147	\$ 5,000.00	Comdata
District 2	4149	\$ 200.00	Compliance Resource
District 3	4150	\$ 200.00	Unifirst 1 st Aid
Expo	4151	\$ 500.00	Johnny's Market
Animal Shelter	4152	\$ 200.00	Comdata
District 1	4153	\$ 500.00	O'Reilly's
Asphalt Plant	4154	\$ 250.00	Unifirst 1 st Aid
Asphalt Plant	4155	\$ 100.00	H2O Depot
Animal Shelter	4156	\$ 200.00	Compliance Resource
Animal Shelter	4176	\$ 50.00	H2O Depot
District 3	4157	\$ 500.00	James Supply
Asphalt Plant	4158	\$10,000.00	Ahern Industries
Expo	4159	\$ 100.00	Unifirst
District 3	4160	\$ 200.00	Compliance Resource

Pittsburg County Commissioners Minutes
November 6, 2023
Page 3

DEPT	PO	AMOUNT	VENDOR
Expo	4161	\$ 500.00	Bemac
District 3	4162	\$ 1,500.00	Kiamichi Automotive
District 3	4163	\$ 300.00	Adams True Value
Expo	4164	\$ 75.00	H2O Depot
District 3	4165	\$ 1,500.00	T&W Tire
Jail	4166	\$ 400.00	Johnny's Market
District 1	4167	\$ 100.00	OTA Pikepass
District 1	4174	\$ 500.00	Weldon Parts
District 1	4177	\$ 1,500.00	T&W Tire
District 3	4168	\$ 300.00	Fastenal
District 3	4169	\$ 6,500.00	Comdata
District 3	4170	\$ 1,200.00	Unifirst
Expo	4171	\$ 500.00	Johnny's Market
District 3	4172	\$ 1,000.00	OK Tire
Jail	4173	\$ 2,500.00	Comdata
Asphalt Plant	4175	\$ 500.00	Kiamichi Automotive
District 1	4178	\$ 1,000.00	Unifirst
District 3	4179	\$ 500.00	O'Reilly's
Expo	4180	\$ 500.00	Lowes
District 2	4181	\$ 100.00	OTA Pikepass
Expo	4182	\$ 500.00	Comdata
District 1	4183	\$ 500.00	OK Tire
Animal Shelter	4184	\$ 200.00	Unifirst
Asphalt Plant	4185	\$ 500.00	Comdata
District 1	4186	\$ 200.00	Compliance Resource
District 1	4187	\$ 25.00	H2O Depot
Sheriff	4188	\$15,000.00	Comdata
Expo	4189	\$ 1,000.00	Ada Paper

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

AYE: Charlie Rogers
 Ross Selman
 Kevin Smith

NAY: None.

Motion Passed.

E. RETRO PAYROLL: Smith made a motion to approve the retro payroll; seconded by Selman.

AYE: Charlie Rogers
 Ross Selman
 Kevin Smith

NAY: None.

Motion Passed.

8. UNFINISHED BUSINESS:

A. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE CONSTRUCTION CONTRACT BETWEEN K & B GENERAL CONSTRUCTION INC. AND PITTSBURG COUNTY FOR THE CANADIAN SHOP PROJECT: Rogers made a motion to approve the construction contract; seconded by Smith.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

B. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO AWARD VENDOR FOR THE INSTALLATION OF CLOSED CELL INSULATION IN THE STORAGE FACILITY LOCATED ON THE NORTH SIDE OF THE SOUTHEAST EXPO CENTER, PURSUANT TO THE PUBLIC COMPETITIVE BIDDING ACT OF 1974: Smith stated that the project is for climate control of the storage for the basketball court. The following quotes were received.

VENDOR	AMOUNT
Southeastern Insulation and Guttering	\$26,000.00
Thrice Energy Solutions	\$46,394.44
Mofa Spray Foam	\$29,875.00

Smith stated that Roy Allen with Southeastern Insulation and Guttering cannot not start until after the first of the new year and that Mofa is the best quote due to availability. Smith made a motion to award the project to Mofa Spray Foam, seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

9. AGENDA ITEMS:

A. RESOLUTION 24-130 TO ADVERTISE FOR THE PRINTING OF REGULAR BALLOTS, ABSENTEE BALLOTS AND SAMPLE BALLOTS FOR ALL ELECTIONS THAT ARE CALLED BY RESOLUTION WITH THE COUNTY ELECTION BOARD: Smith made a motion to approve the resolution; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

B. RESOLUTION 24-131 TO CANCEL PURCHASE ORDER – DISTRICT 1: Rogers read the resolution stating purchase order 3569. Rogers made a motion to cancel the purchase order: seconded by Selman.

AYE: Charlie Rogers
 Ross Selman
 Kevin Smith

NAY: None.

Motion Passed.

The board moved down the agenda to item 9D.

D. RESOLUTION 24-133 TO DECLARE ITEMS JUNK AND REMOVE FROM INVENTORY – PITTSBURG VOLUNTEER FIRE DEPARTMENT: Rogers read the resolution stating the following items.

DESCRIPTION	INVENTORY#	SERIAL/VIN#
Motorola Pager	FD-P-622-1	136WPQ1650
Motorola Pager	FD-P-622-2	136WPQ1651
Motorola Pager	FD-P-622-3	136WPQ1652
Motorola Pager	FD-P-622-4	136WPQ1653
Motorola Pager	FD-P-622-5	136WPQ1654
Motorola Pager	FD-P-622-6	136WPQ1657
Motorola Pager	FD-P-622-7	136WPQ1660
Motorola Pager	FD-P-622-8	136WPQ1662
Motorola Radio	FD-P-601-1	018TKA5456
Motorola Radio	FD-P-601-2	018TKA5518
Motorola Radio	FD-P-601-3	018TKAF138
Motorola Radio	FD-P-601-4	018TKAF140
Motorola Radio	FD-P-601-5	018TKA5463
Motorola Radio	FD-P-601-6	018TKAF134
Motorola Radio	FD-P-601-7	018TKAF139
Motorola Radio	FD-P-601-8	018TKGN809
Icom Handheld Radio	FD-P-601-9	107030
Icom Handheld Radio	FD-P-601-10	107355
Icom Handheld Radio	FD-P-601-13	107027
Icom Handheld Radio	FD-P-601-16	107024
Icom Handheld Radio	FD-P-601-17	107022
Icom Handheld Radio	FD-P-601-18	107025
Icom Handheld Radio	FD-P-601-19	107353
Icom Handheld Radio	FD-P-601-20	107351
Icom Handheld Radio	FD-P-601-21	106866
Icom Handheld Radio	FD-P-601-22	107354
Icom Handheld Radio	FD-P-601-23	107026
Motorola Mobile Radio	FD-P-610-50	922TKL2122
Motorola Mobile Radio	FD-P-610-51	922TKL2123
Motorola Mobile Radio	FD-P-610-52	922TKL2160

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

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

The board moved down the agenda to item 9F.

F. DISCISSION CONSIDERAION AND POSSIBLE ACTION TO REPLACE THE BOILER AT THE PITTSBURG COUNTY COUTHOUSE: Sandra Crenshaw stated that the proposal is on the purchasing cooperative contract. Rogers asked why we need a boiler. Smith explained that the way the system is set up we need a boiler for the system to work properly. Rogers stated that the proposal is from Johnson Controls in the amount of \$82,258.00. Smith made a motion to award the project to Johnson Controls; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

The board moved down the agenda to item 9H.

H. DISCISSION CONSIDERAION AND POSSIBLE ACTION TO APPROVE INSPECTION SERVICE AGREEMENTS BETWEEN PITTSBURG COUNTY AND SUMMIT FIRE & SECURITY FOR THE SPRINKLER SYSTEM INSPECTION AT THE PITTSBURG COUNTY COURTHOUSE: Sandra Crenshaw stated that the agreement is in the amount of \$870.00. Smith made a motion to approve the agreement; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

I. DISCISSION CONSIDERAION AND POSSIBLE ACTION TO APPROVE INSPECTION SERVICE AGREEMENTS BETWEEN PITTSBURG COUNTY AND SUMMIT FIRE & SECURITY FOR THE SPRINKLER SYSTEM INSPECTION AT THE SOUTHEAST EXPO CENTER: Sandra Crenshaw stated that the agreement is in the amount of \$830.00. Smith made a motion to approve the agreement; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

J. DISCUSSION AND POSSIBLE VOTE TO ENTER INTO EXECUTIVE SESSION PURSUANT TO 25 O.S., SECTION 307.B.1.B TO DISCUSS PENDING LITIGATION AND POSSIBLE SETTLEMENT CONFERENCE FILED IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF OKLAHOMA, IN THE CASE STYLED RITA CRAMPTON, PERSONAL REPRESENTATIVE OF THE ESTATE OF JANE ANN MARTIN, DECEASED VS. CHRIS MORRIS, SHERIFF IF PITTSBURG COUNTY, ETAL., CASE NO. CIV-21-53, WITH COUNSEL:

i. POSSIBLE EXECUTIVE SESSION PURSUANT TO 25 O.S., SECION 307.B.1.4 TO DISCUSS PENDING LITIGATION AND POSSIBLE SETTLEMENT CONFERENCE FILED IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF OKLAHOMA, IN THE CASE STYLED RITA CRAMPTON, PERSONAL REPRESENTATIVE OF THE ESTATE IF JANE ANN MARTIN, DECEASED VS. CHRISS MORRIS, SHERIFF IF PITTSBURG COUNTY, ET AL., CASE CIV-21-53, WITH COUNSEL: Smith made a motion to go into executive session; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

K. DISCUSSION AND POSSIBLE VOTE TO ADJOURN EXECUTIVE SESSION AND RECONVENE OPEN SESSION: Rogers made a motion to move out of executive session; seconded by Smith.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

L. DISCUSSION AND POSSIBLE VOTE ON ACTIONS RELATED TO PENDING LITIGATION AND POSSIBLE SETTLEMENT CONFERENCE FILED IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF OKLAHOMA IN THE CASE STYLED RITA CRAMPTON, PERSONAL REPRESENTATIVE OF THE ESTATE OF JANE ANN MARTIN, DECEASED VS. CHRIS MORRIS, SHERIFF OF PITTSBURG COUNTY, ET AL., CASE NO. CIV-21-53: Smith made a motion to give Chairman Rogers full settlement authority; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

M. DISCUSSION AND POSSIBLE VOTE TO ENTER INTO EXECUTIVE SESSION PURSUANT TO 25 O.S., SECTION 307.B.1.4 TO DISCUSS PENDING LITIGATION FILED IN THE UNITED STATES DISTRICT COURT OF THE EASTERN DISTRICT OF OKLAHOMA, IN THE CASE STYLED DONALD RAY LOGSTON, JR. V. DORIS CRAWFORD, CASE NO. 21-CIV-252, WITH COUNSEL:

i. POSSIBLE EXECUTIVE SESSION PURSUANT TO 25 O.S., SECTION 307.B.1.4 TO DISCUSS PENDING LITIGATION FILED IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF OKLAHOMA, IN THE CASE STYLED DONALD RAY LOGSTON, JR. V. DORIS CRAWFORD, CASE NO. 21-CV-252, WITH COUNSEL: Smith made a motion to enter executive session; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

N. DISCUSSION AND POSSIBLE ACTION VOTE TO ADJOURN EXECUTIVE SESSION AND RECONVENE IN OPEN SESSION: Rogers made a motion to move out of executive session; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

O. DISCUSSION AND POSSIBLE VOTE ON ACTIONS RELATED TO PENDING LITIGATION FILED IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF OKLAHOMA, IN THE CASE STYLED DONALD RAY LOGSTON, JR. V. DORIS CRAWFORD, CASE NO. 21-CV-252: No discussion or action taken.

10. ROAD CROSSING PERMITS: None.

Rogers left the meeting at 10:14 A.M.

The board moved back up the agenda to item 9C.

C. RESOLUTION 24-132 TO DEPOSIT CHECK – DISTRICT 1: Smith read the resolution. Smith made a motion to approve the resolution; seconded by Selman.

AYE: Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

Rogers rejoined the meeting at 10:16 A.M.

The board moved down the agenda to item 9E.

E. RESOLUTION 24-134 TP DECLARE ITEM SURPLUS TO BE SOLD AT AUCTION – SHERIFF: Smith read the resolution stating the following item.

DESCRIPTION	INVENTORY#	SERIAL/VIN#
2018 Chevrolet Tahoe	B-893	1GNLCDEC5JR246853

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

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

The board moved down the agenda to item 9G.

G. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION ON BIDS FOR REPAIRS TO THE COURTHOUSE ANNEX BUILDING (ALSO KNOWN AS THE DISTRICT ATTORNEY COMPLEX): Smith stated \$284,000.00 after deduction and to repair the front soffit is \$40,219.00. Smith made a motion to table; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

11. NEW BUSINESS:

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

12. 10:00 A.M. – PUBLIC HEARINGS:

A. THE CLOSING OF A SECTION LINE ROAD LYING BETWEEN SECTION 1, TOWNSHIP 6 NORTH, RANGE 16 EAST AND SECTION 6, TOWNSHIP 6 NORTH, RANGE 17 EAST, EXTENDING NORTH APPROXIMATELY ONE-QUARTER MILE – DISTRICT 1:Chris Parker explained the section of road requesting to be closed stating that there is no public parking and that their driveways are being blocked and that they cannot get in and out. Parker also stated that they are having trash dumped there. Parker stated that there will still be access through James Collins Refuge and the road dead ends into a gas well road. Smith asked if everyone present at the hearing is in favor of the road being closed. All present are in favor. Rogers stated that the board will have an agenda item next week for their decision. Rogers also stated that to permanently close the road they would have to take action in District Court.

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

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

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed. Meeting Adjourned.

Purchase Orders By Account

Fiscal Year : 2023-2024
Date Range: 11/06/2023 to 11/06/2023

PO	Warrant No.	Vendor Name	Purpose	Amount
Animal Shelter				
1316-1-8020-2005				
004032	000254	VYVE BROADBAND	MONTHLY SERVICE	\$ 83.05
Total:				\$ 83.05
ARPA 2021				
1566-1-2000-2005				
004014	000015	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 6,205.21
Total:				\$ 6,205.21
1566-1-2000-4110				
001579	000016	WW MFG CO INC	LIVESTOCK PANELS	\$ 70,783.19
002372	000017	STONE ELECTRIC	HVAC	\$ 134,248.50
Total:				\$ 205,031.69
Assr Rev Fee				
1204-1-1600-2005				
004006	000001	COUNTY RECORDS INC	PLAT BOOKS	\$ 368.00
Total:				\$ 368.00
CBRI				
1103-6-4100-2075				
003118	000035	DOLESE	3/4" #1 COVER CHIPS	\$ 2,138.65
003120	000036	ERGON ASPHALT & EMULSIONS	CRS2 ROAD OIL	\$ 37,971.49
003421	000037	DOLESE	5/8" #3 COVER CHIPS	\$ 3,749.28
003470	000038	DOLESE	5/8" #3 COVER CHIPS	\$ 1,824.72
Total:				\$ 45,684.14
Donations				
1235-2-0400-2204				
003844	000006	WALMART COMMUNITY CARD	PROGRAM SUPPLIES	\$ 104.86
Total:				\$ 104.86

PO Warrant No. Vendor Name Purpose Amount

Drug Court

7206-1-1900-2005				
004079	000062	AT&T	MONTHLY SERVICE	\$ 433.00
004080	000063	AT&T	MONTHLY SERVICE	\$ 124.75
		LAB FEES		\$ 63.84
004082	000064	REDWOOD TOXICOLOGY LABORATOR	COPIER MAINTENANCE	\$ 83.11
004083	000065	MILLER OFFICE EQUIPMENT	COPIER LEASE	\$ 45.00
004084	000066	CANON FINANCIAL SERVICES	COPIER LEASE	\$ 145.00
004085	000067	CANON FINANCIAL SERVICES		
Total:				\$ 894.70

Econ Dev Trust

7603-4-0500-2005				
004009	000128	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 175.26
004010	000129	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 147.83
004011	000130	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 26.73
004012	000131	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 50.68
004013	000132	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 66.79
004015	000133	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 26.73
004127	000134	WILLIAMS, ADRIANNA	SECURITY DEPOSIT RET	\$ 300.00
004128	000135	MARQUEZ, DEBBIE	SECURITY DEPOSIT RET	\$ 50.00
004129	000136	ENERGY TRANSFER	SECURITY DEPOSIT RET	\$ 100.00
Total:				\$ 944.02

Emergency Mgmt

1212-2-2700-2005				
003918	000065	MILLER OFFICE EQUIPMENT	COPY OVERAGE	\$ 32.15
004093	000066	CITY OF MCALESTER	MONTHLY SERVICE	\$ 251.21
Total:				\$ 283.36

Equitable Sharing - DOJ

1243-1-0200-2005				
003050	000004	COMDATA	FUEL	\$ 1,160.46
Total:				\$ 1,160.46

General

0001-1-0100-2005				
003042	001433	OTA PIKEPASS CUSTOMER SERVICE C	TOLL	\$ 26.30
003051	001434	COMDATA	FUEL	\$ 324.34

PO	Warrant No.	Vendor Name	Purpose	Amount
General				
0001-1-0100-2005				
003465	001435	STAPLES	OFFICE SUPPLIES	\$ 30.12
003668	001436	AMAZON CAPITAL SERVICES INC.	OFFICE SUPPLIES	\$ 130.55
003669	001437	STAPLES	OFFICE SUPPLIES	\$ 38.68
004110	001438	VYVE BROADBAND	MONTHLY INTERNET SE	\$ 195.90
			Total:	\$ 745.89
0001-1-0600-2005				
003775	001439	STAPLES	OFFICE SUPPLIES	\$ 513.91
			Total:	\$ 513.91
0001-1-1600-1310				
004041	001440	FIELDS, MICHELLE D.	TRAVEL	\$ 420.87
004042	001441	RIDENOUR, CATHY L.	TRAVEL	\$ 420.87
004040	001444	EGGLESTON, BEVERELY A.	TRAVEL	\$ 265.50
			Total:	\$ 1,107.24
0001-1-1600-2005				
001819	001442	HAMPTON INN & SUITES	LODGING	\$ 214.00
			Total:	\$ 214.00
0001-1-1700-1310				
004039	001443	JONES, JALENE G.	TRAVEL	\$ 265.50
			Total:	\$ 265.50
0001-1-1700-2005				
003742	001445	T & W TIRE	FLAT REPAIR	\$ 25.00
001820	001446	HAMPTON INN & SUITES	LODGING	\$ 642.00
003412	001447	STAPLES ADVANTAGE	OFFICE SUPPLIES	\$ 288.89
			Total:	\$ 955.89
0001-1-2200-2005				
004143	001448	NEWERA LLC	MONTHLY SERVICE	\$ 224.50
			Total:	\$ 224.50
0001-1-3300-2005				
000988	001449	UNIFIRST FIRST AID CORP	FIRST AID SUPPLIES	\$ 213.68
000989	001450	BEMAC SUPPLY	HVAC SUPPLIES	\$ 452.64
000990	001451	LOCKE HEATING & COOLING SUPPLY	MAINTENANCE SUPPLIE	\$ 117.84
001838	001452	UNIFIRST FIRST AID CORP	FIRST AID SUPPLIES	\$ 179.27
003041	001453	JAMESCO ENTERPRISES LLC	JANITORIAL SUPPLIES	\$ 1,393.69

PO	Warrant No.	Vendor Name	Purpose	Amount
General				
0001-1-3300-2005				
003777	001454	PITSTOP LOCK & SAFE	REPAIR DOOR LOCK	\$ 112.50
004025	001455	MCALESTER NEWS CAPITAL & DEM.	PUBLICATION	\$ 1,060.50
004026	001456	PITSTOP LOCK & SAFE	DOOR REPAIR	\$ 135.00
004070	001457	PRO KILL INC.	PEST CONTROL SERVICE	\$ 294.00
004099	001458	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE	\$ 369.91
004120	001459	UNIFIRST CORP.	JANITORIAL SUPPLIES	\$ 43.04
004126	001460	MCALESTER NEWS CAPITAL & DEM.	PUBLICATION	\$ 1,176.60
Total:				\$ 5,548.67
0001-2-2700-2005				
000052	001461	STAPLES CREDIT PLAN	OFFICE SUPPLIES	\$ 359.06
003006	001462	OTA PIKEPASS CUSTOMER SERVICE C	TOLL	\$ 13.15
003030	001463	COMDATA	FUEL	\$ 489.15
003954	001464	CINTAS FIRST AID AND SAFETY #418	FIRST AID SUPPLIES	\$ 85.76
003956	001465	PRO KILL INC.	PEST CONTROL	\$ 212.00
Total:				\$ 1,159.12
0001-4-0501-2005				
004119	001466	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 104.67
Total:				\$ 104.67
0001-5-0900-1310				
004112	001467	CANTRELL, DAVID	TRAVEL	\$ 206.06
004113	001468	OWEN, GREGORY J.	TRAVEL	\$ 711.48
Total:				\$ 917.54
0001-5-0900-2005				
004114	001469	SUMMIT BUSINESS SYSTEMS INC.	COPIER LEASE	\$ 588.54
Total:				\$ 588.54
Health				
1216-3-5000-2005				
002805	000149	PRO KILL INC.	PEST CONTROL	\$ 158.00
003815	000150	LOWES	MAINTENANCE SUPPLIE	\$ 77.34
004030	000151	LOWES	JANITORIAL SUPPLIES	\$ 92.88
004065	000152	WALMART COMMUNITY CARD	BATTERIES ETC	\$ 112.26
004102	000153	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE	\$ 54.32
Total:				\$ 494.80

PO	Warrant No.	Vendor Name	Purpose	Amount
Highway				
1102-6-4100-2005				
002046	000935	BEST WESTERN PLUS CIMARRON HO	LODGING	\$ 214.00
003450	000936	MCALESTER NEWS CAPITAL & DEM.	PUBLICATION	\$ 58.48
Total:				\$ 272.48
1102-6-4200-2005				
002045	000937	BEST WESTERN PLUS CIMARRON HO	LODGING	\$ 107.00
Total:				\$ 107.00
1102-6-6520-2005				
001937	000938	DISCOUNT STEEL	STEEL PLATES	\$ 1,200.00
002969	000939	KC FARM MACHINERY INC.	PLASTIC PIPE	\$ 49,607.25
Total:				\$ 50,807.25
Hwy-ST				
1313-6-8040-2005				
002599	001013	YELLOW HOUSE MACHINE	FILTERS	\$ 240.76
003220	001014	MARSHALL, CRYSTAL	SHIRTS	\$ 160.00
003618	001015	YELLOW HOUSE MACHINE	OIL COOLER	\$ 2,142.36
003643	001016	DOLESE	3/8" #2 COVER CHIPS	\$ 9,497.59
003677	001017	DOLESE	3/8" #2 COVER CHIPS	\$ 9,379.26
003995	001018	RURAL WATER DIST #6	MONTHLY SERVICE	\$ 49.10
004034	001019	ASPHALT & FUEL SUPPLY	ROAD OIL	\$ 17,199.00
004116	001020	AIRGAS	CYLINDER RENTALS	\$ 42.12
004121	001021	UNIFIRST FIRST AID CORP	FIRST AID SUPPLIES	\$ 307.71
004130	001022	AHERN INDUSTRIES INCORPORATED	PARTS	\$ 9,553.32
Total:				\$ 48,571.22
1313-6-8041-2005				
002904	001023	DOLESE	1 1/2 CRUSHER RUN	\$ 5,267.74
003090	001024	KIAMICHI AUTOMOTIVE WAREHOUSE	PARTS & SHOP SUPPLIE	\$ 274.20
003092	001025	UNIFIRST CORP.	UNIFORM MAINTENANCE	\$ 540.81
003096	001026	WELDON PARTS INC.	PARTS & SUPPLIES	\$ 294.44
003101	001027	P & K EQUIPMENT	PARTS & SHOP SUPPLIE	\$ 404.48
003137	001028	STIGLER STONE	1 1/2" ODOT BASE TYPE	\$ 6,042.25
003214	001029	STIGLER STONE	1 1/2" ODOT BASE TYPE	\$ 5,986.63
003325	001030	TRUE VALUE HARTSHORNE	BUILDING SUPPLIES	\$ 215.83
003327	001031	T & W TIRE	TIRES & SERVICES	\$ 1,095.58
003379	001032	RAM INC	FUEL	\$ 1,663.55
003488	001033	STAPLES ADVANTAGE	OFFICE SUPPLIES	\$ 137.55
003577	001034	WELDON PARTS INC	TARP ETC.	\$ 482.94

PO Warrant No. Vendor Name Purpose Amount

Hwy-ST

1313-6-8041-2005

003594	001035	QUINTON PARTS SUPPLY	SOCKET SETS ETC.	\$ 211.95
003596	001036	DIRECT DISCOUNT TIRE	TIRES	\$ 827.40
003634	001037	RAM INC	FUEL	\$ 3,261.60
003638	001038	DOLESE	1 1/2 CRUSHER RUN	\$ 5,244.72
003652	001039	STIGLER STONE	1 1/2" ODOT BASE TYPE	\$ 6,217.88
003728	001040	STIGLER STONE	1 1/2" ODOT BASE TYPE	\$ 6,161.63
003996	001041	RAM INC	FUEL	\$ 3,232.77
003997	001042	CANON FINANCIAL SERVICES	COPIER LEASE	\$ 102.00
004001	001043	TINT KING LLC	WINDOW TINTING	\$ 798.00
004004	001044	CANON FINANCIAL SERVICES	COPIER LEASE	\$ 102.00
004007	001046	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 84.19
004008	001047	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 48.98
004037	001048	CROSS TELEPHONE CO.	MONTHLY SERVICE	\$ 32.46
004038	001049	HAILEYVILLE WATER DEPT.	MONTHLY SERVICE	\$ 298.72
004056	001050	UNIFIRST FIRST AID CORP	FIRST AID SUPPLIES	\$ 728.08
004072	001051	TRUE VALUE HARTSHORNE	PEST CONTROL	\$ 7.29
004075	001052	CANADIAN VALLEY TELEPHONE	MONTHLY SERVICE	\$ 46.75
004139	001053	US CELLULAR	MONTHLY SERVICE	\$ 373.51

Total: \$ 50,185.93

1313-6-8042-2005

004005	001045	MCELROY, JILL E.	CONTRACT LABOR	\$ 350.00
001611	001054	KC FARM MACHINERY INC.	PLASTIC PIPE	\$ 3,006.30
002090	001055	DOLESE	1 1/2" CRUSHER RUN	\$ 10,443.91
002634	001056	KC FARM MACHINERY INC.	PLASTIC PIPE	\$ 3,010.91
003636	001057	WARREN POWER & MACHINERY INC.	EQUIP REPAIRS ETC.	\$ 2,417.99
003650	001058	P & K EQUIPMENT	BLADES ETC.	\$ 441.59
003693	001059	P & K EQUIPMENT	BRUSH HOG PARTS	\$ 656.47
003735	001060	RAM INC	DIESEL	\$ 7,202.32
003781	001061	WELDON PARTS INC.	ALUMINUM CLEANER	\$ 119.96
003782	001062	ADAMS TRUE VALUE	SPRAYER	\$ 19.00
004073	001063	DISCOUNT STEEL	STEEL PIPE	\$ 427.15
004089	001064	KC FARM MACHINERY INC.	PLASTIC PIPE	\$ 601.26
004140	001065	PITTSBURG PUBLIC WORKS AUTH.	MONTHLY SERVICE	\$ 373.00

Total: \$ 29,069.86

1313-6-8043-2005

003253	001066	DOLESE	1 1/2" CRUSHER RUN	\$ 5,267.01
003319	001067	UNIFIRST CORP.	UNIFORM MAINTENANCE	\$ 228.30
003656	001068	ERGON ASPHALT & EMULSIONS	ROAD OIL	\$ 14,453.61

Total: \$ 19,948.92

PO	Warrant No.	Vendor Name	Purpose	Amount
Mental Health				
7207-1-1900-2005				
004081	000004	JORDAN, ARLO	REIMBURSEMENT	\$ 580.00
			Total:	\$ 580.00
Rural Fire-ST				
1321-2-8205-2005				
003545	000366	KIAMICHI AUTOMOTIVE WAREHOUSE	SHOCKS	\$ 309.96
003819	000367	T & W TIRE	TIRE ETC.	\$ 179.85
			Total:	\$ 489.81
1321-2-8207-2005				
000998	000368	EUFULA AUTO PARTS INC	AUTO PARTS	\$ 129.93
004106	000369	CANADIAN VALLEY TELEPHONE	MONTHLY SERVICE	\$ 170.14
004107	000370	OKLA. NATURAL GAS COMPANY	MONTHLY SERVICE	\$ 57.82
004108	000371	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 280.76
			Total:	\$ 638.65
1321-2-8208-2005				
004094	000372	RURAL WATER DIST #18	MONTHLY SERVICE	\$ 200.00
004096	000373	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 85.00
			Total:	\$ 285.00
1321-2-8214-2005				
004134	000374	REPUBLIC SERVICES # 375	MONTHLY SERVICE	\$ 162.70
			Total:	\$ 162.70
1321-2-8216-2005				
003062	000375	COMDATA	FUEL	\$ 252.32
004066	000376	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 173.19
004067	000377	W.E. ALLFORD PROPANE	PROPANE	\$ 398.00
			Total:	\$ 823.51
1321-2-8218-2005				
004123	000378	RURAL WATER DIST #18	MONTHLY SERVICE	\$ 200.00
			Total:	\$ 200.00
1321-2-8225-2005				
004109	000379	RURAL WATER DIST #18	MONTHLY SERVICE	\$ 200.00
004136	000380	CANADIAN VALLEY TELEPHONE	MONTHLY SERVICE	\$ 127.00
004137	000381	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 109.33

PO	Warrant No.	Vendor Name	Purpose	Amount
Rural Fire-ST				
1321-2-8225-2005			Total:	\$ 436.33
1321-2-8227-2005				
004135	000382	RURAL WATER DIST. #9	MONTHLY SERVICE	\$ 36.75
			Total:	\$ 36.75
SH Commissary				
1223-2-0400-2005				
003018	000104	T & W TIRE	TIRES & SERVICES	\$ 153.95
003034	000105	PEPSI-COLA BOTTLING CO.	INHOUSE COMMISSARY	\$ 741.00
003613	000106	COMMISSARY EXPRESS	INHOUSE COMMISSARY	\$ 2,574.08
003808	000107	SGC FOODSERVICE	INHOUSE COMMISSARY	\$ 165.60
003925	000108	CUSTOM TECHNOLOGIES LLC	INHOUSE COMMISSARY	\$ 193.61
003939	000109	COMMISSARY EXPRESS	KIOSK FEES	\$ 94.25
003949	000110	COMMISSARY EXPRESS	KIOSK FEES	\$ 52.00
003998	000111	LITTLE CAESARS	INHOUSE COMMISSARY	\$ 478.96
			Total:	\$ 4,453.45
SH Svc Fee				
1226-2-0400-2005				
003845	000688	WALMART COMMUNITY CARD	HARD DRIVE ETC	\$ 99.92
			Total:	\$ 99.92
1226-2-0400-2012				
003024	000689	FLOWERS BAKING CO. OF DENTON	INMATE GROCERIES	\$ 1,315.24
003026	000690	HILAND DAIRY	INMATE GROCERIES	\$ 720.00
003328	000691	INDIAN NATION WHOLESALE CO.	INMATE GROCERIES	\$ 752.26
003745	000692	SGC FOODSERVICE	INMATE GROCERIES	\$ 2,254.06
003809	000693	BEN E. KEITH OKLAHOMA	INMATE GROCERIES	\$ 219.22
003810	000694	BEN E. KEITH OKLAHOMA	INMATE GROCERIES	\$ 119.13
004020	000695	BEN E. KEITH OKLAHOMA	INMATE GROCERIES	\$ 3,680.19
004058	000696	BEN E. KEITH OKLAHOMA	INMATE GROCERIES	\$ 492.57
			Total:	\$ 9,552.67
1226-2-3400-2005				
001026	000697	LOCKE HEATING & COOLING SUPPLY	JAIL MAINTENANCE SUP	\$ 354.28
001030	000698	JOHNYS A STREET MARKET	INMATE WORK CREW	\$ 227.63
003000	000699	HOLMANS FAST LUBE	OIL CHANGES	\$ 100.16

PO	Warrant No.	Vendor Name	Purpose	Amount
SH Svc Fee				
1226-2-3400-2005				
	003013	LOWES	JAIL MAINTENANCE SUP	\$ 98.76
	003023	BEMAC SUPPLY	MAINTENANCE SUPPLIE	\$ 504.70
	003134	SECRETARY OF STATE	NOTARY FILING FEE	\$ 25.00
	003539	JAMESCO ENTERPRISES LLC	JANITORIAL SUPPLIES E	\$ 315.42
	003722	SGC FOODSERVICE	KITCHEN SUPPLIES	\$ 438.76
	003794	FASTENAL COMPANY	PLUMBING REPAIRS	\$ 133.54
	003807	SGC FOODSERVICE	JAIL KITCHEN SUPPLIES	\$ 382.54
	003930	BARLOW BUILT PERFORMANCE	HEADLIGHT ASSEMBLY E	\$ 345.00
	003944	WEDDLE SIGNS	VEHICLE ACCESSORIES	\$ 300.00
	004088	ATWOODS	HEATER	\$ 229.99
	004097	ADAMS TRUE VALUE	HINGES	\$ 72.00
	004117	CINTAS FIRST AID AND SAFETY #418	FIRST AID SUPPLIES	\$ 159.03
	004118	WHITES ELECTRIC	ELECTRICAL SUPPLIES	\$ 378.63
			Total:	\$ 4,065.44
1226-2-3400-2030				
	003928	COMMISSARY EXPRESS	DEBIT PHONE TIME FEE	\$ 68.00
	003951	COMMISSARY EXPRESS	DEBIT PHONE TIME FEE	\$ 89.00
	004087	WAV 11	COMPUTER SOFTWARE	\$ 138.00
			Total:	\$ 295.00
1226-2-3400-4110				
	003933	METRO EMERGENCY UPFITTERS LLC	VEHICLE ACCESSORIES	\$ 4,200.00
			Total:	\$ 4,200.00
1226-2-3400-4130				
	004043	WELCH STATE BANK	LEASE PAYMENT	\$ 5,000.00
	004044	WELCH STATE BANK	LEASE PAYMENT	\$ 5,000.00
	004045	WELCH STATE BANK	LEASE PAYMENT	\$ 5,000.00
	004046	WELCH STATE BANK	LEASE PAYMENT	\$ 5,000.00
	004047	WELCH STATE BANK	LEASE PAYMENT	\$ 5,000.00
	004048	WELCH STATE BANK	LEASE PAYMENT	\$ 5,000.00
			Total:	\$ 30,000.00
			Grand Total:	\$ 528,881.65

Purchase Orders By Account

Fiscal Year : 2022-2023

Date Range: 1/06/2023 to 11/06/2023

PO	Warrant No.	Vendor Name	Purpose	Amount
Rural Fire-ST				
1321-2-8223-4110				
010684	001189	BANNER FIRE EQUIPMENT	SKID UNIT	\$ 38,043.77
			Total:	\$ 38,043.77
			Grand Total:	\$ 38,043.77