



# 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**

DEC 08 2023

TIME 8:23 AM  
HOPE TRAMMELL COUNTY CLERK  
PITTSBURG COUNTY

BY \_\_\_\_\_ DEPUTY

DATE: December 11, 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 December 4, 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. Tort Claim, LaCressa Tinsley
  - ii. Exceeded Purchase Order Report
- B. COMMISSIONERS

i. Juvenile Detention Center Reports for August, September, October and November 2023

### 7. FISCAL TRANSACTIONS

- A. Claims and Purchase Orders

- B. Transfers
  - C. Monthly Reports
  - D. Blanket Purchase Orders
  - E. Payroll
- 8. UNFINISHED BUSINESS**
- None.
- 9. AGENDA ITEMS**
- A. Cresha Conklin and others with Legal Aid of Oklahoma to Address the Board regarding services provided by Legal Aid
  - B. Award Bid No. 7, One (1) or more, New Cab & Chassis – District I
  - C. Award Bid No. 7, One (1) or more, New Cab & Chassis – Emergency Management
  - D. Discussion, Consideration and Action to Accept the Resignation of Michelle Fields, Pittsburg County Assessor, Effective January 5, 2024
  - E. Resolution 24-152 to Set Filing Dates and Special Election Date for the Position of Pittsburg County Assessor, as Vacated by Michelle Fields, Effective January 5, 2024
  - F. Resolution 24-153 to Accept Donation from the Choctaw Nation of Oklahoma – BOCC
  - G. Resolution 24-154 to deposit check- Blanco VFD
  - H. Resolution 24-155 to Cancel Purchase Orders- Jail
  - I. Resolution 24-156 to Cancel Purchase Orders- Indianola FD
  - J. Discussion, Consideration and Possible Action to Approve the Designation of Purchase Cardholders for Pittsburg County
  - K. Discussion, Consideration and Possible Action to Approve Lease Agreement between Pittsburg County District I and the Lazy Horse Ranch, LLC
  - L. Discussion, Consideration and Possible Action to Approve Municipal Finance Agreement between Pittsburg County District I and Canon Financial Services Inc. for Printer/Copier System
  - M. Discussion, Consideration and Possible Action to approve transcript of proceedings; Approve/ Disapprove Resolution 24-157 for Commissioners Sale; Approve & sign county deed, all for Lot 1 Blk 13L Eufaula Sportsman Club # 25- Treasurer
  - N. Discussion, Consideration and Possible Action to approve transcript of proceedings; Approve/ Disapprove Resolution 24-158 for Commissioners Sale; Approve & sign county deed, all for S 50' of N 105' Lot 10 Blk 614 So McAlester- Treasurer
  - O. Award Bid No. 10, One (1) or More, Oil Distributor Truck to be Purchased through the Oklahoma Department of Transportation County Road Machinery & Equipment Revolving Fund
  - P. Discussion, Consideration and Approval of Purchase Contract between Pittsburg County District 3 and the Oklahoma Department of Transportation Road Machinery and Equipment Revolving Fund for a 2024 Kenworth-Etnyre Oil Distributor Truck

**10. ROAD CROSSING PERMITS**

None.

**11. NEW BUSINESS**

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

12. 10:00 A.M. – PUBLIC HEARINGS

None.

13. 10:00 A.M. – BID OPENINGS

- A. Bid No. 9, One (1) or More, Type 6 Wildland Fire Apparatus, Lease Purchase with Financing Included
- B. Bid No. 10, One (1) or More, Oil Distributor Truck to be Purchased through the Oklahoma Department of Transportation County Road Machinery & Equipment Revolving Fund

14. RECESS/ADJOURNMENT

  
\_\_\_\_\_  
Commissioners' Assistant



# Notice of Tort Claim

County of Pittsburg

County Clerk

115 E. Carl Albert Pkwy, Room 103, McAlester, OK 74501

Phone: 918-423-6865 Fax: 918-423-7304

**IMPORTANT NOTICE:** To be valid your claim must be submitted to the clerk of the entity within one year from the date of the incident. It will then be sent to County Claims for investigation. You may expect them to contact you. Other limitations to your claim may apply. (See Oklahoma Statutes Title 51, Section § 151-172)

Claimant: LaCressa D Tinsley Claimant Social Security No.: 571-11-1938  
Address: 617 W. Main City: Wilburton Zip Code: 74578  
Claimant Date of Birth: 2-18-71 Home Phone: 918-330-2769 Business Phone: \_\_\_\_\_

1. Date of Incident: 7-6-23  A.M.  P.M.

2. Location of Incident: Pittsburg County

3. Describe the Incident: driving behind gravel truck hit a pothole pebble bounced out of back of truck hit my windshield.

4. List below all persons and/or property for which you are claiming damages:

**BODILY INJURY:** Was Claimant Injured?  Yes  No If yes, complete this section

Describe Injury: \_\_\_\_\_

Were you on the job at the time of the injury?  Yes  No If so, please give name, address and phone # of company.

Name of doctor or hospital: \_\_\_\_\_

All Medical Bills (attach copies): \$ \_\_\_\_\_

List Other damages claimed: \$ \_\_\_\_\_

Total bodily injury: \$ \_\_\_\_\_

**FILED**  
NOV 28 2023  
TIME 10:43 AM  
HOPE TRAMMELL, COUNTY CLERK  
PITTSBURG COUNTY  
BY [Signature] DEPUTY

**PROPERTY DAMAGE:** Proof that you are the owner of the vehicle or property allegedly damaged as specified in your claim will be required.

Vehicle Name: Dodge Charger Body Type: \_\_\_\_\_ Year: 2022  
NOTE: If damage is to a vehicle, a photocopy of your motor vehicle title is required.

IF NOT A VEHICLE, DESCRIBE PROPERTY AND LOSS: \_\_\_\_\_

Property Damage (attach repair bill or two estimates): \$ \_\_\_\_\_

List other damages claimed: \$ \_\_\_\_\_

Total property damage: \$ \_\_\_\_\_

5. NAME OF YOUR INSURANCE CO.	POLICY NUMBER	AMOUNT CLAIMED	AMOUNT RECEIVED
<u>Cornerstone</u>	<u>PA0100856-04</u>	_____	_____

6. THE NAMES OF ANY WITNESSES KNOWN TO YOU:

Name	Address	Phone Number
_____	_____	_____
_____	_____	_____

STATE THE EXACT AMOUNT OF COMPENSATION YOU WOULD ACCEPT AS FULL SETTLEMENT OF THIS CLAIM: \$ 700.00

Signature: [Signature] Date: 11-28-23



# Notice of Tort Claim

County of Pittsburg  
County Clerk

115 E. Carl Albert Pkwy, Room 103, McAlester, OK 74501  
Phone: 918-423-6865 Fax: 918-423-7304

This section is for use by the entity which receives the claim

This notice of Tort Claim was received by Hope Trammell  
(title) County Clerk on November 28, 2023  
For further information on this claim, contact Commissioners Office  
(title) \_\_\_\_\_, by telephone at 918-423-1338

The following reports, statements or other documentation, which support our understanding of the facts relating to this claim, are attached:

Persons who have knowledge of the circumstances surrounding this claim are:

	<u>Name</u>	<u>Title/Position</u>	<u>Telephone</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

Submitted by: Hope Trammell Date: 11-28-2023  
Title: County Clerk

After you have received this claim, please provide the information requested above and immediately send to:

Association of County Commissioners of Oklahoma (ACCO)  
Attn: Denny Butler  
429 N.E. 50<sup>th</sup>  
Oklahoma City, OK 73105

**OKLAHOMA HIGHWAY PATROL  
ASSIST**

**Officer Information**

Name: Hackler      Badge: 286      Troop: D

**Location**

Date: 7/6/2023      Time: 7:10 AM  
County: PITTSBURG      Location: US-270 / .5 West SH  
63

**Person Information**

Name: TINSLEY, LACRESSA DAWN  
DOB: 2/18/1971      Phone: (918)330-2769  
Licen: 083287997      Class: D  
State:      Endorsements:  
Height: 504      Weight: 168      Race: B      Sex: F  
Address:      MAIN ST, WILBURTON, OK 74578

**Vehicle Information**

Year: 2022      Color: WHI      Make: DODG      Style: 4DR  
Tag: LOK071      State: OK      CMV:      Placard:  
HazMat:

**Reason**

**Officer Remark**

UNIT 1 WAS WESTBOUND ON US 270 APPROX. 1/2 MILE WEST OF SH 63 TRAVELING BEHIND A COUNTY DUMP TRUCK. UNIT 1 STATED SHE WAS STRUCK BY SOME TYPE OF GRAVEL OR DEBRIS THAT CAME OUT OF THE TOP OF THE DUMP TRUCK WHEN THE DUMP TRUCK HIT A DIP OR HOLE IN THE HIGHWAY.

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THIS IS NOT AN ARREST AND WILL NOT BECOME PART OF YOUR DRIVING RECORD.

This report documents that you were provided notice of a violation by a Trooper or that information pertinent to a vehicle/trailer in transit was obtained for official records.



JCI Enterprises LLC  
1022 W Cherokee Ave  
Sallisaw, OK 74955-4006

(918) 775-6650  
[jeff@jcient.com](mailto:jeff@jcient.com)



**CORNERSTONE**  
NATIONAL INSURANCE

PO Box 968  
1202 SE 1st St  
Concordia, MO 64020-0968  
(888) 735-5764 | FAX: (573) 449-6256  
[info@cornerstonenational.com](mailto:info@cornerstonenational.com)

**Named Insured / Mail To:**

Lacressa Tinsley  
617 W Main St  
Wilburton, OK 74578-3815

**FOLLOW US ON SOCIAL MEDIA**



**Manage Your Policy with the CNI Policyholder App**

**AUTO POLICY DECLARATIONS**

Policy Number: PA0100856-04

Date: 11/06/2023

Policy Period: 01/01/2024 to 07/01/2024 at 12:01 AM Standard Time

**Renewal**

Transaction Effective Date: 01/01/2024

**Vehicle Information**

Veh #	Year	Make	Model	VIN	Vehicle Usage
1	2021	CHEVROLET	SILVERADO 1500 LD CREW CAB LT TB	3GCPYFED3MG289883	Work Less Than 10 Miles
4	2016	NISSAN	MAXIMA S/SV/SL/SR/PLATINUM	1N4AA6AP3GC391501	Pleasure
5	2022	Dodge	Charger	2C3CDXMG88N139348	Pleasure

**Driver Information**

Driver Name(s)	Age	Gender	Marital Status	Relation to Insured	License State	Driver Status
LACRESSA TINSLEY	52	Female	Married	Self	OK	Rated
SCOTT L TINSLEY	52	Male	Married	Spouse	OK	Rated
Aaron Tinsley	28	Male	Unmarried	Resident	OK	Rated
Andrew S Tinsley	29	Male	Unmarried	Resident	OK	Rated

**Coverage and Premium Information**

Vehicle 1	Limit	Premium
Bodily Injury Liability – each person/each accident	25,000/50,000	\$75
Property Damage Liability – each accident	25,000	105
Transportation Expense	30/900	Included
	<b>Deductible</b>	
Comprehensive Coverage - less deductible	1000	193
Collision Coverage - less deductible	1000	371
<b>Total Premium Vehicle 1</b>		<b>\$744</b>

<b>Vehicle 4</b>	<b>Limit</b>	<b>Premium</b>
Bodily Injury Liability – each person/each accident	25,000/50,000	\$89
Property Damage Liability – each accident	25,000	75
Transportation Expense	30/900	Included
	<b>Deductible</b>	
Comprehensive Coverage - less deductible	1000	175
Collision Coverage - less deductible	1000	229
<b>Total Premium Vehicle 4</b>		<b>\$568</b>
<b>Vehicle 5</b>	<b>Limit</b>	<b>Premium</b>
Bodily Injury Liability – each person/each accident	25,000/50,000	\$86
Property Damage Liability – each accident	25,000	96
Transportation Expense	30/900	Included
	<b>Deductible</b>	
Comprehensive Coverage - less deductible	1000	259
Collision Coverage - less deductible	1000	242
<b>Total Premium Vehicle 5</b>		<b>\$683</b>
<b>Total Vehicle Premium</b>		<b>\$1,995</b>
	<b>Limit Per Policy Premium</b>	
Policy Fee		25
<b>Total</b>		<b>\$2,020</b>

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**Discounts**

Claim Free Discount, Violation Free Discount, MultiCar Discount, Homeowner Credit, Transfer Discount, Renewal Discount

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**Loss Payee / Additional Interest**

<b>Veh #</b>	<b>Type</b>	<b>Name And Address</b>
4	Loss Payee	Oklahoma Educators Credit Union 4001 NW Expressway Oklahoma City, OK 73116-1686
5	Loss Payee	1st Fidelity 30 W 21st St Tulsa, OK 74114-1116

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**Forms And Endorsements**

PN 06 21; PA 5006 06 21; PA 0001 07 16; PA 0135 07 18; PA 4501 07 16; PA 7607 07 16

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**Company Signature**

**Date**

11/06/2023

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**CORNERSTONE NATIONAL INSURANCE COMPANY**  
1202 SE First Street, Concordia, MO 64020-0968 (888) 735-5764  
NAIC No. 10783  
Oklahoma Security Verification – Personal Auto Insurance

**CORNERSTONE NATIONAL INSURANCE COMPANY**  
1202 SE First Street, Concordia, MO 64020-0968 (888) 735-5764  
NAIC No. 10783  
Oklahoma Security Verification – Personal Auto Insurance

**Policy Number:** PA0100856  
**Effective Date:** 01/01/2024  
**Expiration Date:** 07/01/2024

**Policy Number:** PA0100856  
**Effective Date:** 01/01/2024  
**Expiration Date:** 07/01/2024

**Year:** 2022  
**Make/Model:** Dodge Charger  
**VIN:** 2C3CDXMG8BN139348

**Year:** 2022  
**Make/Model:** Dodge Charger  
**VIN:** 2C3CDXMG8BN139348

**Named Insured:** Lacreasa Tinsley  
**Drivers:** SCOTT L TINSLEY  
Aaron Tinsley  
Andrew S Tinsley

**Named Insured:** Lacreasa Tinsley  
**Drivers:** SCOTT L TINSLEY  
Aaron Tinsley  
Andrew S Tinsley

**Agency:**  
JCI Enterprises LLC  
1022 W Cherokee Ave  
Sallisaw, OK 74955-4006  
(918) 775-6650

**Agency:**  
JCI Enterprises LLC  
1022 W Cherokee Ave  
Sallisaw, OK 74955-4006  
(918) 775-6650

A liability insurance policy has been issued pursuant to the Oklahoma Compulsory Insurance Law. Examine policy exclusions carefully. This form does not constitute any part of your insurance policy.

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**Warning – Oklahoma state law:**

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1. Requires a current copy of the owner's security verification form must be surrendered to the motor license agent or other registering agency upon application or renewal for a motor vehicle license plate.
2. Requires the other copy of the owner's security verification form to be carried in the motor vehicle at all times, and produced by any driver of the vehicle upon request for inspection by any peace officer or representative of the Department of Public Safety. In case of an accident, the security verification form shall be shown upon request of any person affected by the accident.

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**In case of an accident:**

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1. Check for injuries.
2. Call the police from the scene of the accident.
3. Write down the names, addresses, phone numbers and license numbers of the persons involved in the accident.
4. Write down the names, addresses and phone numbers of any witnesses to the accident. This can prevent disagreement concerning how the accident actually happened.
5. Write down the insurance information of the other drivers and a description of the other vehicles.
6. Call toll-free 877-426-4252 immediately to report the claim. Report every claim occurrence.

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6. Call toll-free 877-426-4252 immediately to report the claim. Report every claim occurrence.



Ownership Transfer Information

Federal and state law requires that the odometer reading and its accuracy be disclosed upon every transfer of ownership of a motor vehicle unless otherwise exempted. Failure to complete or providing false information may result in fines and/or imprisonment.

The presence of any lien or encumbrance on this vehicle is to be so noted where indicated on the bottom of this page.

State law requires a transfer of ownership to be completed within thirty (30) days of acquiring ownership. Failure to do so subjects the owner or possessor to the assessment of delinquent penalties, as provided by law.

ALL SELLERS SIGNATURES ON THIS DOCUMENT MUST BE SWORN TO BEFORE A NOTARY PUBLIC.

REASSIGNMENT OF TITLE BY LICENSED DEALER NUMBER: \_\_\_\_\_

PLACE OKLAHOMA MOTOR VEHICLE TAX STAMP HERE

I/we hereby assign and warrant ownership of the vehicle described on this certificate to the following, subject only to the liens or encumbrances, if any, properly noted on this certificate.

Purchaser(s) Name (Type or Print): \_\_\_\_\_

Purchaser(s) Complete Address: \_\_\_\_\_

Actual Purchase Price of Vehicle, Excluding Credit for Any Trade-In: \_\_\_\_\_

I certify to the best of my knowledge that the ODOMETER READING reflected on the vehicle's odometer and listed below is the ACTUAL MILEAGE of this vehicle UNLESS one of the accompanying statements is checked:

- 1. The odometer has exceeded its mechanical limits.
2. The odometer reading is NOT the actual mileage. Warning - Odometer Discrepancy

Signature of Seller(s): \_\_\_\_\_ Printed Name of Seller(s): \_\_\_\_\_

Subscribed and Sworn to Before me this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_

Notary Public: \_\_\_\_\_ Commission Expiration: \_\_\_\_\_

Affix Notary Seal / Stamp Here

Notarization required only of seller's signature(s). Affix notary seal/stamp to the right.

Signature of Buyer(s): \_\_\_\_\_ Printed Name of Buyer(s): \_\_\_\_\_

REASSIGNMENT OF TITLE BY LICENSED DEALER NUMBER: \_\_\_\_\_

PLACE OKLAHOMA MOTOR VEHICLE TAX STAMP HERE

I/we hereby assign and warrant ownership of the vehicle described on this certificate to the following, subject only to the liens or encumbrances, if any, properly noted on this certificate.

Purchaser(s) Name (Type or Print): \_\_\_\_\_

Purchaser(s) Complete Address: \_\_\_\_\_

Actual Purchase Price of Vehicle, Excluding Credit for Any Trade-In: \_\_\_\_\_

I certify to the best of my knowledge that the ODOMETER READING reflected on the vehicle's odometer and listed below is the ACTUAL MILEAGE of this vehicle UNLESS one of the accompanying statements is checked:

- 1. The odometer has exceeded its mechanical limits.
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Signature of Seller(s): \_\_\_\_\_ Printed Name of Seller(s): \_\_\_\_\_

Subscribed and Sworn to Before me this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_

Notary Public: \_\_\_\_\_ Commission Expiration: \_\_\_\_\_

Affix Notary Seal / Stamp Here

Notarization required only of seller's signature(s). Affix notary seal/stamp to the right.

Signature of Buyer(s): \_\_\_\_\_ Printed Name of Buyer(s): \_\_\_\_\_

LIENHOLDER INFORMATION

Any active lien or encumbrance against this vehicle is to be described below. Any active lien reflected on the face of this certificate will carry forward to any subsequent Oklahoma title issued unless a proper release of lien has been executed.

LIENHOLDER NAME: \_\_\_\_\_ DATE OF LIEN: \_\_\_\_\_

LIENHOLDER ADDRESS / CITY / STATE / ZIP: \_\_\_\_\_

NOTICE OF TRANSFER INSTRUCTIONS

THIS NOTICE OF TRANSFER IS AN OPTIONAL FORM THAT SERVES ONLY AS A NOTIFICATION TO THE OKLAHOMA TAX COMMISSION OF THE ASSIGNMENT OF OWNERSHIP OF THE DESCRIBED VEHICLE. IT IS INTENDED TO RECORD THAT ASSIGNMENT IN OTC COMPUTER FILES AND TO PREVENT CERTAIN TRANSACTIONS FROM BEING PROCESSED UNTIL A TRANSFER OF TITLE IS COMPLETED BY THE ASSIGNEE. ALL REQUESTED INFORMATION MUST BE PROVIDED IN ORDER FOR THIS NOTICE TO BE FILED.

TO RECORD THIS NOTICE OF TRANSFER, DETACH FROM TITLE CERTIFICATE AND DELIVER OR MAIL COMPLETED FORM AND FILING FEE TO ANY OKLAHOMA TAG AGENCY. COMPLETION AND FILING OF THIS FORM DOES NOT CONSTITUTE A TRANSFER OF TITLE.

NOTICE TO BUYER(S)

OKLAHOMA LAW REQUIRES TRANSFER OF TITLE WITHIN THIRTY (30) DAYS OF THE OWNERSHIP ASSIGNMENT DATE. TRANSFER MAY BE COMPLETED BY PRESENTING THE ASSIGNED CERTIFICATE OF TITLE AND PROPER REMITTANCE TO THE OKLAHOMA TAX COMMISSION OR ANY OKLAHOMA MOTOR LICENSE AGENT (TAG AGENCY). A LISTING OF TAG AGENCY LOCATIONS AND CONTACT INFORMATION IS AVAILABLE IN THE MOTOR VEHICLE INFORMATION SECTION OF THE OKLAHOMA TAX COMMISSION WEB SITE AT WWW.TAX.OK.GOV

FAILURE BY THE NEW OWNER(S) TO APPLY FOR A TRANSFER OF TITLE WITHIN THIRTY (30) DAYS WILL RESULT IN DELINQUENT PENALTIES.

NOTICE OF TRANSFER FILING FEE: \$16.00

**Hartshorne**  
**BODYSTOP**  
 COLLISION REPAIR SPECIALISTS  
 918-297-5860    918-297-5851  
 1222 Penn. ave, Hartshorne, Ok.  
 Hartshornebodyshop@gmail.com

2022 Dodge Charger

Windshield 191.98

Tax 18.71

110.69

Labor 150.00

~~Paint~~ 360.69

25.00

385.69

Total

**Tint King LLC**  
2710 N McKay  
McAlester, OK 74501 US  
(918) 916-0211  
mikebrooks\_07@yahoo.com

**INVOICE**

**BILL TO**  
Pittsburg County

**INVOICE # 2043**  
**DATE 07/24/2023**  
**DUE DATE 08/23/2023**  
**TERMS Net 30**

QTY	PRICE	AMOUNT
1	660.00	660.00
1	40.00	40.00
<b>SUBTOTAL</b>		700.00
<b>TAX</b>		0.00
<b>TOTAL</b>		700.00
<b>BALANCE DUE</b>		<b>\$700.00</b>

# PITTSBURG COUNTY CLERK'S OFFICE

**DEPUTIES**

BOBBI HARTSFIELD  
MONICA SENNETT  
VIRGINIA O'DELL  
GLADYS BLANSETT



**DEPUTIES**

LAUREN GUTHRIE  
MIRANDA BEDFORD  
SYDNEY TARRON  
JEREMY KENNEDY  
BLAKE WILLIAMSON

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

Exceeded Purchase Order: As of December 11<sup>TH</sup>, 2023.

PO #	AMOUNT	EXCEEDED AMOUNT	VENDOR	FUND	DEPARTMENT
3936	\$1,000.00	\$1.00	PEPSI-COLA BOTTLING CO	SH COMMISSARY	SHERIFF
4175	\$500.00	\$55.75	KIAMICHI AUTOMOTIVE WAREHOUSE	HWY-ST	ASPHALT PLANT

Hope Trammell  
Pittsburg County Clerk

# Pittsburg County Juvenile Detention Center

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

Monthly Report

To

Pittsburg County Commissioners

For

August 2023

August Total Population	14
Total Days of Care	267
Average Daily Population	8.61
Average Length of Stay	45.5
Counties under Contract	59

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

PITTSBURG COUNTY REGIONAL  
JUVENILE DETENTION  
August 2023

County	# of Juveniles	Total Days of Care	Amount Due
Atoka	1	4	\$ 155.88
Bryan	1	12	\$ 467.64
Haskell	2	39	\$ 1519.83
McCurtain	1	31	\$ 1208.07
Okmulgee	1	31	\$ 1208.07
Pittsburg	2	38	\$ 1480.86
Pontotoc	1	9	\$ 350.73
Seminole	3	61	\$ 2377.17
Sequoyah	1	31	\$ 1208.07
Wagoner	1	11	\$ 428.67
<b>Grand Total</b>	<b>14</b>	<b>267</b>	<b>\$ 10,404.99</b>

Detention Maintenance Fund

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



*Pittsburg County Juvenile Detention Center*  
1208 N. West Street  
McAlester, Ok. 74501  
(918) 426-1585

Monthly Report  
To  
Pittsburg County Commissioners  
For  
September 2023

September Total Population	15
Total Days of Care	282
Average Daily Population	9.4
Average Length of Stay	48.9
Counties under Contract	59

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

PITTSBURG COUNTY REGIONAL  
JUVENILE DETENTION  
September 2023

County	# of Juveniles	Total Days of Care	Amount Due
Bryan	1	30	\$ 1169.10
Choctaw	1	17	\$ 662.49
Coal	1	13	\$ 506.61
Haskell	2	60	\$ 2338.20
McCurtain	2	46	\$ 1792.62
Murray	1	14	\$ 545.58
Okmulgee	1	19	\$ 740.43
Pittsburg	2	36	\$ 1402.92
Pontotoc	1	9	\$ 350.73
Seminole	2	26	\$ 1013.22
Sequoyah	1	12	\$ 467.64
<b>Grand Total</b>	<b>15</b>	<b>282</b>	<b>\$ 10,989.54</b>

Detention Maintenance Fund

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

*Pittsburg County Juvenile Detention Center*  
1208 N. West Street  
McAlester, Ok. 74501  
(918) 426-1585

Monthly Report  
To  
Pittsburg County Commissioners  
For  
October 2023

October Total Population	18
Total Days of Care	255
Average Daily Population	8.2
Average Length of Stay	32.6
Counties under Contract	59

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

PITTSBURG COUNTY REGIONAL  
JUVENILE DETENTION  
October 2023

County	# of Juveniles	Total Days of Care	Amount Due
Bryan	2	31	\$ 1208.07
Choctaw	2	30	\$ 1169.10
Haskell	2	18	\$ 701.46
Leflore	1	5	\$ 194.85
McCurtain	2	38	\$ 1480.86
Murray	1	2	\$ 77.94
Okmulgee	3	59	\$ 2299.23
Pittsburg	2	21	\$ 818.37
Pontotoc	2	49	\$ 1909.53
Seminole	1	2	\$ 77.94
<b>Grand Total</b>	<b>18</b>	<b>255</b>	<b>\$ 9937.35</b>

Detention Maintenance Fund

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

*Pittsburg County Juvenile Detention Center*  
1208 N. West Street  
McAlester, Ok. 74501  
(918) 426-1585

Monthly Report  
To  
Pittsburg County Commissioners  
For  
November 2023

November Total Population	18
Total Days of Care	291
Average Daily Population	9.7
Average Length of Stay	17.6
Counties under Contract	59

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

PITTSBURG COUNTY REGIONAL  
JUVENILE DETENTION  
November 2023

County	# of Juveniles	Total Days of Care	Amount Due
Bryan	1	21	\$ 818.37
Choctaw	2	17	\$ 662.49
Leflore	1	16	\$ 623.52
McCurtain	3	51	\$ 1987.47
Okmulgee	3	43	\$ 1675.71
Osage	1	8	\$ 311.76
Pittsburg	3	62	\$ 2416.14
Pontotoc	2	59	\$ 2299.23
Seminole	1	7	\$ 272.79
Washington	1	7	\$ 272.79
<b>Grand Total</b>	<b>18</b>	<b>291</b>	<b>\$ 11340.27</b>

Detention Maintenance Fund

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



*Board of County Commissioners, Pittsburg County*

*Charlie Rogers  
District #1*

*Kevin Smith  
District #2*

*Ross Selman  
District #3*

December 11, 2023

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

RE: Bid No. 7, One (1) or More, New Cab & Chassis

Dear Mrs. Trammell,

Please be advised that Pittsburg County Highway District #1 wishes to award Bid No. 7, One (1) or More, New Cab & Chassis to Sam Wampler's Freedom Ford with Option 1 for a 4500 or equivalent in the amount of \$66,000.00.

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

Sincerely,

Charlie Rogers  
Commissioner

December 11, 2023

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

RE: Bid No. 7, One (1) or More, New Cab & Chassis

Dear Mrs. Trammell,

Please be advised that Pittsburg County Emergency Management wishes to award Bid No. 7, One (1) or More, New Cab & Chassis to Sam Wampler's Freedom Ford with Option 1 for a 4500 or equivalent in the amount of \$66,000.00.

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

Sincerely,

Charlie Rogers  
Chairman

A handwritten signature in black ink, appearing to read "Kevin Enloe".

Kevin Enloe  
Emergency Management Director





# PITTSBURG COUNTY ASSESSOR

MICHELLE FIELDS

115 E. CARL ALBERT PARKWAY - ROOM 101  
McALESTER, OK 74501  
OFC: (918) 423-4726 • FAX: (918) 423-7321  
E-MAIL: pittsburg\_personalproperty@yahoo.com

December 4, 2023

Pittsburg County Clerk  
Hope Trammell  
115 E Carl Albert Parkway  
McAlester, OK 74501

Commissioners;

I, Michelle Fields, Pittsburg County Assessor, am writing to give formal notice of my resignation as Pittsburg County Assessor. My last day of employment will be January 5, 2024.

It has been a pleasure to serve the constituents of Pittsburg County as the Assessor since 2017. I've enjoyed working with a very successful team dedicated to providing top level customer service to Pittsburg County.

Thank you for the opportunities that you have provided me during my tenure as the Pittsburg County Assessor.

Respectfully,

A handwritten signature in black ink that reads "Michelle Fields". The signature is written in a cursive, flowing style.

Michelle Fields  
Pittsburg County Assessor

RESOLUTION  
24-152

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, December 11, 2023.

WHEREAS, on Monday, December 4, 2023, the Board of County Commissioners were presented with the resignation of Pittsburg County Assessor, Michelle Fields, effective January 5, 2024.

WHEREAS, the Board of County Commissioners of Pittsburg County, requests that the filing period for the special election of the Pittsburg County Assessor run concurrent with the filing period for all other elective county offices with said filing period beginning Wednesday, April 3, 2024 through Friday, April 5, 2024.

WHEREAS, the Board of County Commissioners of Pittsburg County requests that the Special Primary Election for the position of Pittsburg County Assessor be set for Tuesday, June 18, 2024, the Run-off Election set for Tuesday, August 27, 2024 and the General Election set for Tuesday, November 5, 2024.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby set the filing period for April 3 - 5, 2024 and the Special Primary Election for June 18, 2024, Run-off Election for August 27, 2024 and General Election for November 5, 2024 all for the position of Pittsburg County Assessor.

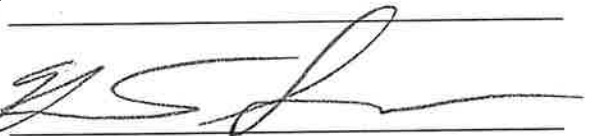
BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN

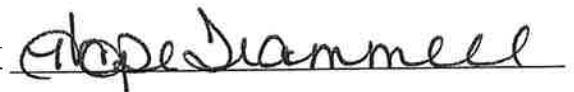


VICE-CHAIRMAN



MEMBER

COUNTY CLERK



RESOLUTION

24-153

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, December 11, 2023.


WHEREAS, Pittsburg County has received a donation from the Choctaw Nation of Oklahoma in the amount of \$8,400.00 for be used for projects approved by the Board of County Commissioners.

WHEREAS, Pittsburg County hereby accepts the donation from the Choctaw Nation of Oklahoma in the amount of \$8,400.00. (1235-1-2000-2205)

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby accept the donation from the Choctaw Nation of Oklahoma in the amount of \$8,400.00 to be used for any projects approved by the Board of County Commissioners.

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN 

VICE CHAIRMAN \_\_\_\_\_

MEMBER 

COUNTY CLERK 



Stub 1 of 2

CHOCTAW NATION OF OKLAHOMA

Invoice No	Invoice Date	Description	Gross	Discount	Net
AB87011110823	11/08/2023	CCPF DONATION	8,400.00		8,400.00

DETACH AT PERFORATION BEFORE DEPOSITING CHECK

THIS CHECK IS VOID WITHOUT A RED & BLUE BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW



CHOCTAW NATION OF OKLAHOMA  
 P.O. BOX 1550  
 DURANT, OK 74702  
 A/P Dept. (580) 924-8280 Ext:  
 2358/2359

FIRST UNITED BANK  
 DURANT, OK 74701  
 86-88/0881

NO. 4100230204

DATE

PAY EXACTLY

11/27/2023

\*\*\*\*\*8,400.00

VOID AFTER 90 DAYS

PAY EIGHT THOUSAND FOUR HUNDRED DOLLARS AND ZERO CENTS\*\*\*\*\*

TWO SIGNATURES REQUIRED

TO PITTSBURG COUNTY

THE ORDER OF

*Jay Butler*

*[Signature]*

**RESOLUTION  
NO. 24- 154**

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, December 11, 2023.

**WHEREAS**, Blanco Volunteer Fire Department has been issued a check from Armstrong Bank as a reimbursement for an overpayment of a lease purchase payoff in the amount of \$0.32. The check is to be deposited into the following account since payment for expenses came from the respective account.

FUND	ACCOUNT	AMOUNT
Fire Sales Tax	1321-2-8205-4130	\$0.32

**WHEREAS**, Blanco Volunteer Fire Department requests that the Board of County Commissioners approve this transaction of the deposit into the respective account.

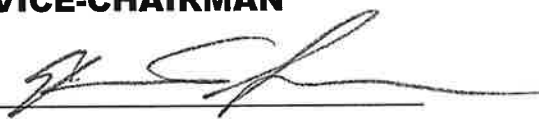
**THEREFORE BE IT RESOLVED**, that the Board of County Commissioners of Pittsburg County do hereby approve the deposit of \$0.32 from Armstrong Bank.

**ATTEST:**



  
**CHAIRMAN**

\_\_\_\_\_  
**VICE-CHAIRMAN**

  
**MEMBER**

  
**COUNTY CLERK**

010136



REMITTER: ARMSTRONG BANK-OVERAGE ON LOAN DATE 11/28/23  
PAYOFF FOR LN# 8400000769

VOID AFTER 90 DAYS

PAY TO THE ORDER OF

BLANCO VOLUNTEER FIRE DEPARTMENT \*\*\*\*\*  
EXACTLY \*\*0 AND 32/100 DOLLARS

\$ \_\_\_\_\_ \$ .32

DISBURSEMENT

AUTORIZED SIGNATURE  
*Signature*  
Two Signatures Required If More Than \$5000.00

⑆00000010136⑆ ⑆103104528⑆ 61324671⑆

010136



REMITTER: ARMSTRONG BANK-OVERAGE ON LOAN DATE 11/28/23  
PAYOFF FOR LN# 8400000769

BLANCO VOLUNTEER FIRE DEPARTMENT\*\*\*\*\*  
EXACTLY \*\*0 AND 32/100 DOLLARS

\$ \_\_\_\_\_ \$ .32

CUSTOMER - FILE COPY

DISBURSEMENT

AUTORIZED SIGNATURE  
*Signature*

NOT NEGOTIABLE

RESOLUTION

NO. 24-165

The Board of County Commissioners, Pittsburg County, Met in regular session Monday, December 11<sup>TH</sup>, 2023.


**WHEREAS**, the JAIL wishes to cancel the following Purchase Orders

**3940** to Christopher Beene M.D. dated October 30<sup>TH</sup>, 2023 in the amount of \$1,500.00 for Inmate Medical.

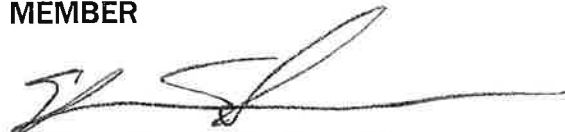
**4751** to Christopher Beene M.D. dated November 27<sup>TH</sup>, 2023 in the amount of \$1,500.00 for Inmate Medical.

**WHEREAS**, the purchase orders were not used, therefore they are no longer needed.

**THEREFORE BE IT RESOLVED**, Pittsburg County Commissioners do hereby cancel Purchase Orders 3940 and 4751 for FY 2023-2024.


  
CHAIRMAN

MEMBER

  
MEMBER

ATTEST:



  
COUNTY CLERK

RESOLUTION

NO. 24-156

The Board of County Commissioners, Pittsburg County, Met in regular session  
Monday, December 11<sup>TH</sup>, 2023

**WHEREAS**, the INDIANOLA FIRE DEPARTMENT wishes to cancel the following  
Purchase Orders

**1015** to Comdata dated July 31, 2023 in the amount of \$1,000.00 for Fuel.

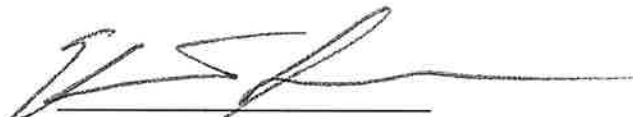
**1862** to Comdata dated August 28, 2023 in the amount of \$1,000.00 for Fuel.

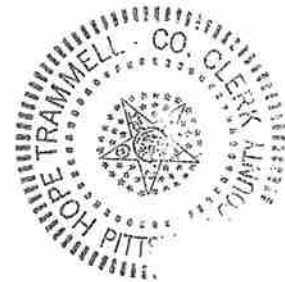
**WHEREAS**, the purchase orders were not used, therefore they are no longer needed.

**THEREFORE, BE IT RESOLVED**, the Board of County Commissioners, Pittsburg  
County do hereby cancel Purchase Orders 1015 & 1862 for FY 2023-2024.

  
CHAIRMAN

MEMBER

  
MEMBER



ATTEST:

  
COUNTY CLERK





**LEASE AGREEMENT**

This indenture made and entered into this 11<sup>TH</sup> day of December, 2023, by and between the Lazy Horse Ranch, LLC (OWNERS: LARRY & JANICE HENSLEY), hereinafter called the Party of the First Part, and the Board of County Commissioners, Pittsburg County, Oklahoma, hereinafter call the Party of the Second Part.

That the Party of the First Part is the owner of the following described real estate and premises situated in Pittsburg County, State of Oklahoma, to-wit:

BEG AT INTERSEC PT OF WLY LN BROADWAY ST & amp; NLY LN OF FT SMITH & amp; WESTERN RR ROW SAID PT BEING AT SE/C BLK 59 TH WLY ALG NLY BDRY OF FT SMITH & amp; WESTERN ROW A DIST 200' TH 90 TO LEFT 25' TO POB, TH 90 TO RIGHT 100' TO ELY BDRY OF L ST TH 90 TO LEFT ALG ELY BDRY OF L ST. 100' TH 90 TO LEFT 100' TH 90 TO LEFT 100' TO POB: BLK 59 QUINTON

**TO HAVE AND TO HOLD** the same unto the Party of the Second Part commencing on the 1<sup>st</sup> day of January, 2023 and ending of the 31st day of December, 2023, when said tenancy shall expire, unless option is made to renew the lease for the same sum. The exercise of such option shall be accomplished by the issuance of a purchase order upon or within ten (10) days after the expiration of the terms of this lease or any renewal then in effect. If either party wishes to terminate this agreement before the expiration day, a 30-day notice shall be given.

For the use of said premises for the term set out above, the said Party of the Second Part agrees to pay the sum of Two Hundred Fifty Dollars (\$250.00) per month, payable on a yearly basis.

Party of the Second Part agrees to keep and maintain said property in a businesslike manner. It is further agreed that the Party of the Second part can erect or place any buildings that are necessary, without any expense to the Party of the First Part, with the privilege of removing these buildings at the expiration of this lease. Any improvements to the said premises are to be made by the Party of the Second Part and without expense to the Party of the First Part. This lease is subject to sale of the property by the Party of the First Part. This lease may be renewed at the option of the Party of the Second Part.

**BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA**

*Party of the Second Part:*

  
Chairman

  
Vice-Chairman


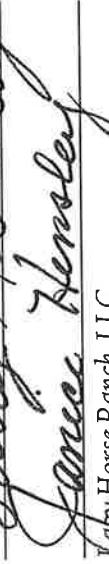
Member

ATTEST:



  
County Clerk

*Party of the First Part:*

  
  
Larry Horse Ranch, LLC  
Owners - Larry and Janice Hensley



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

### MUNICIPAL FINANCE AGREEMENT

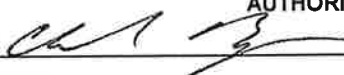
CFS-1045 (05/17)

CFS' AGREEMENT NUMBER	PHONE (918) 297-2933
-----------------------	----------------------

CUSTOMER (FULL LEGAL NAME) PITTSBURG COUNTY, OKLAHOMA		DBA DISTRICT #1	PHONE (918) 297-2933		
BILLING ADDRESS PO BOX 268		CITY HAILEYVILLE	COUNTY PITTSBURG	STATE OK	ZIP 74546
EQUIPMENT ADDRESS 200 CRAIG AVE		CITY HAILEYVILLE	COUNTY PITTSBURG	STATE OK	ZIP 74546

EQUIPMENT INFORMATION			NUMBER AND AMOUNT OF PAYMENTS	
Quantity	Serial Number	Make/Model/Description	Number of Payments	Total Payment *
1		CANON IMR-C3926i COPIER SYSTEM	60	102.00
TERM: 60 months			PAYMENT FREQUENCY: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	
				* Plus Applicable Taxes

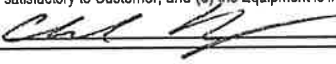
THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER EXCEPT AS DESCRIBED IN THE FISCAL FUNDING PROVISION HEREIN. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE EXECUTION OF THIS AGREEMENT ON BEHALF OF CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN. THE UNDERSIGNED HAS READ, UNDERSTANDS AND HEREBY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

<b>ACCEPTED</b>	<b>AUTHORIZED CUSTOMER SIGNATURE</b>
CANON FINANCIAL SERVICES, INC.	By: X 
By: _____	Title: _____
Title: _____	Printed Name: _____
Date: _____	Email Address: _____
	By: X _____
	Title: _____
	Printed Name: _____
	Email Address: _____

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

**ACCEPTANCE CERTIFICATE**

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

Signature:  Printed Name: \_\_\_\_\_ Title (if any): \_\_\_\_\_ Date: \_\_\_\_\_

#### TERMS AND CONDITIONS

- 1. AGREEMENT:** CFS leases to Customer, a \_\_\_\_\_ [state name or political subdivision or agency] of Oklahoma [State name] with its chief executive office at \_\_\_\_\_, and Customer leases from CFS, with its place of business at 158 Gaither Drive, Suite 200, Mount Laurel, New Jersey 08054, all the equipment described above, together with all replacement parts and substitutions for and additions to such equipment ("Equipment"), upon the terms and conditions set forth in this Municipal Finance Agreement ("Agreement").
- 2. TERM OF AGREEMENT:** This Agreement shall be effective on the date the Equipment is delivered to Customer ("Commencement Date"), provided Customer executes CFS' form of acceptance ("Acceptance Certificate") or otherwise accepts the Equipment as specified herein. The term of this Agreement begins on the date accepted by CFS or any later date that CFS designates ("Agreement Date"), and shall consist of the payment periods specified above. After acceptance of the Equipment, Customer shall have no right to revoke such acceptance or cancel this Agreement during the term hereof, except as set forth herein. The term of this Agreement shall end, unless sooner terminated by CFS after an event of default or under the Fiscal Funding provision, when all amounts required to be paid by Customer under this Agreement have been paid as provided. Except as provided herein, Customer has no right to return the Equipment to CFS.
- 3. PAYMENTS:** Customer agrees to pay to CFS, as invoiced, during the term of this Agreement, (a) the payments specified under "Number and Amount of Payments" above, and (b) such other amounts permitted hereunder as invoiced by CFS and (c) on Schedule 1 attached hereto (collectively, "Payments"). Such Payments are comprised of the principal and interest thereon. The amount of each Payment is based on the supplier's best estimate of the cost of the Equipment. Customer authorizes CFS to adjust the Payment by up to fifteen percent (15%) if the actual total cost of the Equipment, including any sales or use tax, is more or less than originally estimated. Customer's obligation to pay all amounts due under this Agreement and all other obligations hereunder shall be absolute and unconditional and is not subject to any abatements, set-off, defense or counterclaim for any reason whatsoever.
- 4. APPLICATION OF PAYMENTS:** All Payments received by CFS from Customer under this Agreement will be applied to amounts due and payable hereunder chronologically, based on the date of the charge as shown on the invoice for each such amount and among amounts having the same date in such order as CFS, in its discretion, may determine.
- 5. NO CFS WARRANTIES:** CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER DEALER OR SUPPLIER OF THE EQUIPMENT. CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED "AS IS" AND IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT CFS HAS MADE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUITABILITY OR DURABILITY OF THE EQUIPMENT, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any warranty with respect to the Equipment made by the manufacturer, dealer, or supplier is separate from, and is not a part of, this Agreement and shall be for the benefit of CFS, Customer and CFS' successors or assignees, if any. So long as Customer is not in breach or default of this Agreement, CFS assigns to Customer any warranties (including those agreed to between Customer and the manufacturer, dealer or supplier) which CFS may have with respect to any item of Equipment; provided that the scope and limitations of any such warranty shall be solely as set out in any agreement between Customer and such manufacturer, dealer, or supplier or as otherwise specified in warranty materials from such manufacturer, dealer, or supplier and shall not include any implied warranties arising solely from CFS' acquisition of the Equipment. CUSTOMER ACKNOWLEDGES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OF THIS AGREEMENT OR ANY SCHEDULE, OR TO MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THIS AGREEMENT OR THE EQUIPMENT ON BEHALF OF CFS.
- 6. FISCAL FUNDING:** Customer warrants that it has funds available to pay Payments payable pursuant to this Agreement until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of this Agreement. The officer of Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to CFS under this Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to CFS for the Equipment, Customer may, upon prior written notice to CFS, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to CFS, at Customer's expense and in accordance with this Agreement, and thereupon, Customer shall be released of its obligation to make Payments to CFS due thereafter and title to the Equipment shall be vested in CFS, provided: (1) the Equipment is returned to CFS as provided for in the Agreement; (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; (3) such notice is accompanied by payment of all amounts then due to CFS under this Agreement; and (4) Customer executes a bill of sale and other documents requested by CFS to evidence the return of title in the Equipment to CFS. In the event Customer returns the Equipment pursuant to the terms of this Agreement, CFS shall retain all sums paid by Customer. Customer's Payment obligations under this Agreement in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in this Agreement shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for this Agreement and the Equipment.
- 7. ACCEPTANCE; DELIVERY:** Customer's execution of the Acceptance Certificate, or other confirmation of Customer's acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of this Agreement and Customer may not for any reason revoke that acceptance; however, if Customer has not, within ten (10) days after delivery of such Equipment, delivered to CFS written notice of non-acceptance, specifying the reasons therefor and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted such Equipment. CFS is the lessor and Customer is the lessee of the Equipment under this Agreement. As between CFS and Customer only, this Agreement shall supersede any Customer purchase order in its entirety, notwithstanding anything to the contrary contained in any such purchase order. Customer agrees to waive any right of specific performance of this Agreement and shall hold CFS harmless from damages if for any reason the Equipment is not delivered as ordered, if the Equipment is unsatisfactory or if CFS does not execute this Agreement. Customer agrees that any delay in delivery of the Equipment shall not affect the validity of this Agreement.
- 8. LOCATION; LIENS; NAMES; OFFICES:** Customer shall not move the Equipment from the location specified herein except with the prior written consent of CFS. Customer shall keep the Equipment free and clear of all claims and liens other than those in favor of CFS. Customer's legal name (as set forth in its constituent documents filed with the appropriate governmental office or agency) is as set forth herein. The chief executive office address of Customer is as set forth herein. Customer shall provide CFS with written notice at least thirty (30) days prior to any change of its legal name or chief executive office address, and shall execute and deliver to CFS such documents as required or appropriate.
- 9. WARRANTY OF BUSINESS PURPOSE; USE; PERSONAL PROPERTY; FINANCING STATEMENTS:** Customer represents and warrants that the Equipment will not be used for personal, family, or household purposes. Customer shall comply with all laws and regulations relating to the use and maintenance of the Equipment. Customer shall put the Equipment only to the use contemplated by the manufacturer. The Equipment shall remain personal property regardless of whether it becomes affixed to real property or permanently rests upon any real property or any improvement to real property. Customer authorizes CFS (and any third party filing service designated by CFS) to execute and file (a) financing statements evidencing the interest of CFS in the Equipment (including forms containing a broader description of the Equipment than the description set forth herein), (b) continuation statements in respect thereof, and (c) amendments thereto, and Customer irrevocably waives any right to notice thereof.
- 10. INDEMNITY:** Customer shall reimburse CFS for and defend CFS against any claim for losses or injury caused by the Equipment. This Section shall survive termination of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# JENNIFER HACKLER, COUNTY TREASURER

DEPUTIES	PITTSBURG COUNTY	DEPUTIES
CINDY COOK	115 E. CARL ALBERT PKWY RM. 102	TAMMY ROBERTS
SUMMER ROGERS	MCALESTER, OK 74501	BROOKE OLIVER
KELSEY MITCHELL	918-423-6895	SUZANNA GLASCO

December 11, 2023

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY  
MCALESTER, OK 74501

## RESOLUTION FOR COUNTY COMMISSIONERS' SALE

THE COUNTY AQUIRED: SEE EXHIBIT "A" BELOW, THROUGH A RESALE PROPERTY DEED. THIS LETTER IS A REQUEST TO DECLARE THIS PROPERTY SURPLUS PROPERTY, AND APPROVE THE COMMISSIONER'S SALE HELD **DECEMBER 7, 2023** THIS PROPERTY WAS BID ON AT THE SALE HELD **DECEMBER 7, 2023**. THE SALE WAS ADVERTISED IN THE NEWSPAPER THE REQUIRED LENGTH OF TIME AND SOLD TO THE HIGHEST BIDDER. ATTACHED YOU WILL FIND A TRANSCRIPT OF THE PROCEEDINGS OF THE SALE.

EXHIBIT "A"

LOT 1 BLK 13L EUFAULA SPORTSMAN CLUB #25

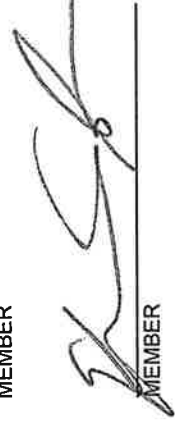
THANK YOU

  
JENNIFER HACKLER  
COUNTY TREASURER

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

  
CHAIRMAN

ATTEST:

MEMBER  
  
MEMBER

  
COUNTY CLERK



# JENNIFER HACKLER, County Treasurer

DEPUTIES

CINDY COOK  
SUMMER ROGERS  
KELSEY MITCHELL

PITTSBURG COUNTY

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

DEPUTIES

TAMMY ROBERTS  
BROOKE OLIVER  
SUZANNA GLASCO

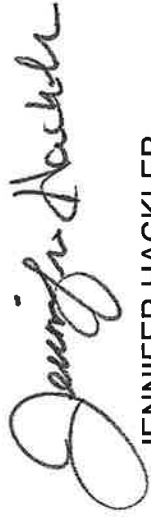
December 7, 2023

## COMMISSIONERS SALE MINUTES

LOT 1 BLK 13L EUFAULA SPORTSMAN CLUB #25

THE SALE STARTED AT 9:00 A.M. WITH BEN HEALY ATTENDING. THE  
SALE WAS CLOSED AT 9:05 A.M. WITH THE PROPERTY GOING TO  
BEN HEALY.

THANK YOU,



JENNIFER HACKLER

S. A. & I. 248 (2002)

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

To the Honorable Board of County Commissioners,

PITTSBURG County, State of Oklahoma:

I, the undersigned County Treasurer, herewith tender my report of sale to BEN HEALY of the following described tract, parcel 11130 W. 47TH ST. SOUTH, CLEARWATER, KS 67026 or lot of land, situated within said County and State, and hitherto acquired by the County at Resale, to-wit: LOT 1 BLK 13L EUFAULA SPORTSMAN CLUB #25

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

1. On 6 November, 2023, an offer was made by BEN HEALY to purchase the above described property from the County for the sum of \$200.00.
2. On receipt of said bid, I caused notice to be given by publication in the MCALISTER NEWS CAPITAL Newspaper, published at McAlester, within said County and State, which notice was published once a week for three consecutive weeks preceding the sale, as follows: (1.) November 18, 2023; (2.) November 25, 2023; (3.) December 2, 2023; a copy of which notice and proof of publication is hereto attached disclosing the foregoing description of the property, the amount bid therefore in addition to all costs, the name of the bidder, the date set for the proposed sale, a statement that said property would be sold at such price and to such bidder on the date specified, subject to approval by the Board of County Commissioners, unless higher bids were received on such date, and that the terms of sale were strictly for cash in hand.

3. On the 7 day of December, 2023, the same being the date specified in said notice, I announced that the foregoing described property was about to be sold and would be sold to the highest competitive bidder for cash in hand or to the original bidder if there be no higher price offered, whereupon, including the bid and bidder named in the published notice, the following bids were submitted:

By BEN HEALY for the sum of \$200.00

4. No further bids being offered, it was ascertained that

(a) BEN HEALY had offered the highest competitive bid.

(b) that the highest competitive bid was in the sum of \$200.00

(c) that the additional and separate charge for apporportioned cost was \$118.17

(d) that the total to be paid, including deed, was the sum of \$318.17

5. Receipt is hereby acknowledged from BEN HEALY of the sum of

\$318.17 Dollars, \$318.17 the same being tender in full of the

foregoing total bid and apporportioned costs, and the same has been deposited in the County Treasurer's Depository Account pending approval of sale and issuance of deed.

6. Sale of the foregoing described property was declared made to BEN HEALY  
11130 W. 47TH ST. SOUTH, CLEARWATER, KS 67026

the foregoing highest bidder subject to approval of the Board of County Commissioners, at its discretion.

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

Signed at McAlester, Oklahoma, this 7 day of December 2023



*Jonnie Duckler*  
County Treasurer

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

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

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

1. That BEN HEALY was the winning bidder.

There were no other bidders.

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

in as full and complete a manner as the County is authorized to convey it; and the County Treasurer is ordered and directed, upon the execution of said Deed to pay into the proper funds and accounts the monies heretofore received by him in consideration thereof.

Done at McAlester, Oklahoma, this 11 day of December, 2023.

BY ORDER OF THE BOARD OF COMMISSIONERS OF

(SEAL)  
ATTEST:



Hope Trammell  
County Clerk

\_\_\_\_\_  
County, State of Oklahoma  
Chairman  
Member  
Member

Report and Approval  
of  
SALE  
of  
COUNTY PROPERTY  
ACQUIRED AT RESALE  
SOLD TO  
Ben Healy

STATE OF OKLAHOMA  
County of PITTSBURG

Filed in the office of County Clerk for record  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and  
recorded in Book \_\_\_\_\_ Page \_\_\_\_\_

\_\_\_\_\_  
County Clerk  
Deputy



S.A.I. NO. 247A (2017)

**COUNTY DEED**  
PROPERTY ACQUIRED AT RESALE  
OFFERED FOR SALE BY BOARD OF COUNTY COMMISSIONERS  
Account #35080

KNOW ALL MEN BY THESE PRESENTS, That

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

Whereas, on the 6 day of November 20 23, the Board of County Commissioners of PITTSBURG County did direct the County Treasurer of PITTSBURG County to offer for sale designated parcels of County owned property acquired at Resale; and

Whereas, the County Treasurer caused notice of said offer to be given by publication once a week for three consecutive weeks preceding the sale in the MCALESTER NEWS CAPITAL newspaper, published at McAlester Oklahoma, which notice embraced a description of the property, and that the terms of sale were strictly for cash in hand, subject to the approval of the Board of County Commissioners and Excise Board;

Whereas, the County Treasurer, at their office in the Court House in PITTSBURG County, Oklahoma, on the 7 day of December 20 23, the same being the date stated in the foregoing notice, did announce that the hereinafter described tract, lot or parcel of land was about to be sold and would be sold to the highest competitive bidder, and ascertained officially that BEN HEALY had offered the highest competitive bid, and did declare the sale made; and transmitted to the Board of County Commissioners and Excise Board a transcript of the proceedings relating to said sale.

THEREAFTER, the Board of County Commissioners and Excise Board of the aforesaid County and State, being in legal meeting(s) at the Court House in said PITTSBURG County, Oklahoma, on the 11 day of December 20 23, and having before the Boards the transcript of proceedings of the County Treasurer in the sale of the hereinafter described tract, parcel, or lot of land as aforesaid, upon due consideration found said proceedings to be according to law, that said BEN HEALY had in fact made the highest competitive bid therefore and had made full tender in cash in hand for the amount bid and that said sale, duly made and entered on its records, approve said sale and directed its chairman to execute a deed for the same to the grantee, herein.

NOW, THEREFORE, this indenture made this 11 day of December, 20 23 between PITTSBURG County, State of Oklahoma, by Charlie Rogers the Chairman of the Board of County Commissioners of said County, of the First Part, and the said BEN HEALY; 11130 W. 47TH ST. SOUTH, CLEARWATER, KS 67026 of the second Part.

WITNESSETH, That the said Party of the First Part for and in consideration of the premises and the sum of 200.00 DOLLARS, in hand paid, the receipt whereof is hereby acknowledged hath granted, bargained and sold, and by these presents doth grant, bargain, sell and convey to the said Party of the Second Part, his heirs, and assigns forever, the tract, parcel or lot of land mentioned in said notice of sale, and described as follows, to-wit:

LOT 1 BLK 13L EUFAULA SPORTSMAN CLUB #25

In the County of PITTSBURG, State of Oklahoma.

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

IN TESTIMONY WHEREOF, the said Charlie Rogers, Chairman of the Board of County Commissioners of said County of PITTSBURG, has hereunto set his hand on the day and year aforesaid.

  
Chairman, Board of County Commissioners

of PITTSBURG County, State of Oklahoma.

(SEAL)



**COUNTY DEED**  
PROPERTY ACQUIRED AT RESALE  
OFFERED FOR SALE BY BOARD OF COUNTY COMMISSIONERS  
ACKNOWLEDGMENT

STATE OF OKLAHOMA }  
County of PITTSBURG } ss.

Before me, Hope Trammell, the County Clerk in and for said County and State, on this the 15th  
day of November, 2023 personally appeared Charlie Rogers

to me known to be the duly qualified and acting Chairman of the Board of County Commissioners of PITTSBURG County,  
State of Oklahoma, and the identical person who executed the above and foregoing instrument, and acknowledged to me that he exe-  
cuted the same as his free and voluntary act and deed as such Chairman of said Board and as the free and voluntary act and deed of  
PITTSBURG County, State of Oklahoma, for the uses and purposes therein set forth.  
WITNESS my hand and seal the date and year last above mentioned.

(SEAL) Hope Trammell  
County Clerk PITTSBURG County,  
State of Oklahoma



No. _____
<b>DEED</b>
FROM
<u>PITTSBURG</u> COUNTY
STATE OF OKLAHOMA
TO
STATE OF OKLAHOMA, SS:
COUNTY OF <u>PITTSBURG</u>
FILED IN THE OFFICE OF COUNTY CLERK
FOR RECORD THIS _____ DAY OF
_____ A.D., 20 _____ AT
_____ O'CLOCK _____ M, AND
RECORDED IN BOOK _____ OF
_____ ON PAGE _____
By _____
_____ COUNTY CLERK

# JENNIFER HACKLER, COUNTY TREASURER

DEPUTIES	PITTSBURG COUNTY	DEPUTIES
CINDY COOK	115 E. CARL ALBERT PKWY RM. 102	TAMMY ROBERTS
SUMMER ROGERS	MCALLESTER, OK 74501	BROOKE OLIVER
KELSEY MITCHELL	918-423-6895	SUZANNA GLASCO

December 11, 2023

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY  
MCALLESTER, OK 74501

## RESOLUTION FOR COUNTY COMMISSIONERS' SALE

THE COUNTY ACQUIRED: SEE EXHIBIT "A" BELOW, THROUGH A RESALE PROPERTY DEED. THIS LETTER IS A REQUEST TO DECLARE THIS PROPERTY SURPLUS PROPERTY, AND APPROVE THE COMMISSIONER'S SALE HELD **DECEMBER 7, 2023** THIS PROPERTY WAS BID ON AT THE SALE HELD **DECEMBER 7, 2023**. THE SALE WAS ADVERTISED IN THE NEWSPAPER THE REQUIRED LENGTH OF TIME AND SOLD TO THE HIGHEST BIDDER. ATTACHED YOU WILL FIND A TRANSCRIPT OF THE PROCEEDINGS OF THE SALE.

S 50' OF N 105' LOT 10 BLK 614 SO MCALLESTER

EXHIBIT "A"

THANK YOU

  
JENNIFER HACKLER  
COUNTY TREASURER


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

  
CHAIRMAN

ATTEST:

  
COUNTY CLERK

MEMBER

  
MEMBER



# JENNIFER HACKLER, County Treasurer

DEPUTIES

CINDY COOK  
SUMMER ROGERS  
KELSEY MITCHELL

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

DEPUTIES  
TAMMY ROBERTS  
BROOKE OLIVER  
SUZANNA GLASCO

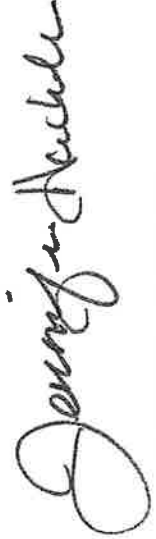
December 7, 2023

## COMMISSIONERS SALE MINUTES

S 50' OF N 105' LOT 10 BLK 614 SO MCALESTER

THE SALE STARTED AT 10:00 A.M. WITH CHRISTNON ROYAL, JR  
ATTENDING. THE SALE WAS CLOSED AT 10:05 A.M. WITH THE  
PROPERTY GOING TO CHRISTNON ROYAL, JR.

THANK YOU,



JENNIFER HACKLER

**S. A. & I. 248 (2002)**

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

To the Honorable Board of County Commissioners,

PITTSBURG County, State of Oklahoma:

I, the undersigned County Treasurer, herewith tender my report of sale to CHRISTNON ROYAL, JR  
210 FRANKLIN AVENUE, MCKINNEY, TX 75069 of the following described tract, parcel  
S 50' OF N 105' LOT 10 BLK 614 SO MCALESTER

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

1. On November 8, 2023, an offer was made by CHRISTNON ROYAL, JR  
to purchase the above described property from the County for the sum of \$250.00.
2. On receipt of said bid, I caused notice to be given by publication in the MCALESTER NEWS CAPITAL Newspaper,  
published at McAlester, within said County and State, which notice was published once a week for three consec-  
utive weeks preceding the sale, as follows: (1.) November 18, 2023; (2.) November 25, 2023;  
(3) December 2, 2023; a copy of which notice and proof of publication is hereto attached disclosing the foregoing  
description of the property, the amount bid therefore in addition to all costs, the name of the bidder, the date set for the proposed sale, a  
statement that said property would be sold at such price and to such bidder on the date specified, subject to approval by the Board of County  
Commissioners, unless higher bids were received on such date, and that the terms of sale were strictly for cash in hand.
3. On the 7 day of December, 2023, the same being the date specified in said notice, I announced that the  
foregoing described property was about to be sold and would be sold to the highest competitive bidder for cash in hand or to the original bidder  
if there be no higher price offered, whereupon, including the bid and bidder named in the published notice, the following bids were submitted:  
By CHRISTNON ROYAL, JR for the sum of \$250.00

4. No further bids being offered, it was ascertained that

(a) CHRISTNON ROYAL, JR had offered the highest competitive bid.

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

(c) that the additional and separate charge for apportioned cost was \$120.32

(d) that the total to be paid, including deed, was the sum of \$370.32

5. Receipt is hereby acknowledged from CHRISTNON ROYAL, JR of the sum of

\$370.32 Dollars, \$370.32 the same being tender in full of the

foregoing total bid and apportioned costs, and the same has been deposited in the County Treasurer's Depository Account pending approval  
of sale and issuance of deed.

6. Sale of the foregoing described property was declared made to CHRISTNON ROYAL, JR  
210 FRANKLIN AVENUE, MCKINNEY, TX 75069

the foregoing highest bidder subject to approval of the Board of County Commissioners, at its discretion.

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

Signed at McAlester, Oklahoma, this 7 day of December 2023



*Jennifer Buckler*  
County Treasurer

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

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

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

1. That CHRISTNON ROYAL, JR was the winning bidder.

There were no other bidders.

THEREFORE, so finding, the Board of County Commissioners of PITTSBURG County, State of Oklahoma, does hereby order and direct that the foregoing sale be approved; and the Chairman of said Board of County Commissioner is hereby ordered and directed : to EXECUTE A DEED conveying the foregoing described property to CHRISTNON ROYAL, JR in as full and complete a manner as the County is authorized to convey it; and the County Treasurer is ordered and directed, upon the execution of said Deed to pay into the proper funds and accounts the monies heretofore received by him in consideration thereof.

Done at McAlester, Oklahoma, this 11 day of December, 20 23.

BY ORDER OF THE BOARD OF COMISSIONERS OF

(SEAL)

ATTEST:



County Clerk



County, State of Oklahoma

Chairman

Member

Member

Report and Approval  
of  
SALE  
of  
COUNTY PROPERTY  
ACQUIRED AT RESALE

SOLD TO  
Christnon Royal Jr

STATE OF OKLAHOMA  
County of PITTSBURG

Filed in the office of County Clerk for record  
this        day of       , 20  
at        o'clock        M., and  
recorded in Book        Page       

County Clerk  
Deputy

S.A.I. NO. 247A (2017)

**COUNTY DEED**  
**PROPERTY ACQUIRED AT RESALE**  
**OFFERED FOR SALE BY BOARD OF COUNTY COMMISSIONERS**  
Account #19051

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

Whereas, on the 8 day of November 20 23, the Board of County Commissioners of PITTSBURG County did direct the County Treasurer of PITTSBURG County to offer for sale designated parcels of County owned property acquired at Resale; and

Whereas, the County Treasurer caused notice of said offer to be given by publication once a week for three consecutive weeks preceding the sale in the MCALESTER NEWS CAPITAL newspaper, published at McAlester Oklahoma, which notice embraced a description of the property, and that the terms of sale were strictly for cash in hand, subject to the approval of the Board of County Commissioners and Excise Board;

Whereas, the County Treasurer, at their office in the Court House in PITTSBURG County, Oklahoma, on the 7 day of December 20 23, the same being the date stated in the foregoing notice, did announce that the hereinafter described tract, lot or parcel of land was about to be sold and would be sold to the highest competitive bidder, and ascertained officially that CHRISTNON ROYAL, JR had offered the highest competitive bid, and did declare the sale made; and transmitted to the Board of County Commissioners and Excise Board a transcript of the proceedings relating to said sale.

THEREAFTER, the Board of County Commissioners and Excise Board of the aforesaid County and State, being in legal meeting(s) at the Court House in said PITTSBURG County, Oklahoma, on the 11 day of December 20 23, and having before the Boards the transcript of proceedings of the County Treasurer in the sale of the hereinafter described tract, parcel, or lot of land as aforesaid, upon due consideration found said proceedings to be according to law, that said CHRISTNON ROYAL, JR had in fact made the highest competitive bid therefore and had made full tender in cash in hand for the amount bid and that said sale, duly made and entered on its records, approve said sale and directed its chairman to execute a deed for the same to the grantee, herein.

NOW, THEREFORE, this indenture made this 11 day of December, 20 23 between PITTSBURG County, State of Oklahoma, by Charlie Rogers the Chairman of the Board of County Commissioners of said County, of the First Part, and the said CHRISTNON ROYAL, JR ; 210 FRANKLIN AVENUE , MCKINNEY, TX 75069 of the second Part.

WITNESSETH, That the said Party of the First Part for and in consideration of the premises and the sum of 250.00 DOLLARS, in hand paid, the receipt whereof is hereby acknowledged hath granted, bargained and sold, and by these presents doth grant, bargain, sell and convey to the said Party of the Second Part, his heirs, and assigns forever, the tract, parcel or lot of land mentioned in said notice of sale, and described as follows, to-wit:

**S 50' OF N 105' LOT 10 BLK 614 SO MCALESTER**

In the County of PITTSBURG, State of Oklahoma.

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

IN TESTIMONY WHEREOF, the said Charlie Rogers, Chairman of the Board of County Commissioners of said County of PITTSBURG, has hereunto set his hand on the day and year aforesaid.



(SEAL)

  
Chairman, Board of County Commissioners  
of PITTSBURG County, State of Oklahoma.





**PITTSBURG COUNTY COMMISSIONER  
DECEMBER 11, 2023  
MINUTES**

The Board of County Commissioners, Pittsburg County, met in regular session on December 11, 2023 at 9:00 A.M., Meeting held in County Commissioners Conference Room, after proper notice and agenda were posted indicating time and date. Agenda was posted at 8:23 A.M., December 8, 2023.

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

<b>2. ROLL CALL:</b>	Charlie Rogers	Present
	Ross Selman	Absent
	Kevin Smith	Present

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

AYE: Charlie Rogers  
Kevin Smith

NAY: None.

Motion Passed.

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

**A. REGULAR MEETING FROM DECEMBER 4, 2023:** The minutes from the previous meeting, December 4, 2023 regular meeting were read. Smith made a motion to approve the minutes; seconded by Rogers.

AYE: Charlie Rogers  
Kevin Smith

NAY: None.

Motion Passed.

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

**6. OFFICIALS – DEPARTMENT REPORTS:**

**A. COUNTY CLERK:**

**i. TORT CLAIM, LACRESSA TINSLEY:** The board reviewed the tort claim.

**ii. EXCEEDED PURCHASE ORDER REPORT:** Rogers read the exceeded purchase order report.

**B. COMMISSIONERS:**

**i. JUVENILE DETENTION CENTER REPORTS FOR AUGUST, SEPTEMBER, OCTOBER AND NOVEMBER 2023:** The board reviewed the juvenile detention center reports.

**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  
Kevin Smith

NAY: None.

Motion Passed.

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

AYE: Charlie Rogers  
Kevin Smith

NAY: None.

Motion Passed.

**C. MONTHLY REPORTS:** Rogers made a motion to approve the monthly reports of officers; seconded by Smith.

AYE: Charlie Rogers  
Kevin Smith

NAY: None.

Motion Passed.

**D. BLANKET PURCHASE ORDERS:**

DEPT	PO	AMOUNT	VENDOR
Sam's Point Fire Dept	5255	\$ 500.00	Lowes
Building Maintenance	5256	\$ 500.00	Digi Security
Jail	5257	\$ 500.00	Kiamichi Automotive
Jail	5258	\$ 500.00	Pruett's Foods
Sheriff	5259	\$ 500.00	Walmart
Sheriff	5263	\$1,500.00	Jamesco
District 1	5260	\$1,500.00	T&W Tire
District 3	5261	\$1,200.00	Unifirst
District 3	5262	\$ 500.00	O'Reilly's

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

AYE: Charlie Rogers  
Kevin Smith

NAY: None.

Motion Passed.

**E. PAYROLL:** Smith made a motion to approve the mid-month payroll and noted that the Sheriff Department payroll for needs to be increased in size and font to be more legible; seconded by Rogers .

AYE: Charlie Rogers  
Kevin Smith

NAY: None.

Motion Passed.

**8. UNFINISHED BUSINESS:** Rogers asked about drawings for a possible election board building. Smith stated that engineered drawings have not been received.

**9. AGENDA ITEMS:**

**A. CRESHA CONKLIN AND OTHERS WITH LEGAL AID OF OKLAHOMA TO ADDRESS THE BOARD REGARDING SERVICES PROVIDED BY LEGAL AID:** No one from legal aid was present. Smith made a motion to strike the item from the agenda; seconded by Rogers.

AYE: Charlie Rogers  
Kevin Smith

NAY: None.

Motion Passed.

**B. AWARD BID NO. 7, ONE (1) OR MORE, NEW CAB & CHASSIS – DISTRICT 1:** Rogers read a letter requesting that the bid be awarded to Sam Wampler’s Freedom Ford with option 1 for one 4500 or equivalent in the amount of \$66,000.00. Rogers made a motion to award the bid to Freedom Ford; seconded by Smith.

AYE: Charlie Rogers  
Kevin Smith

NAY: None.

Motion Passed.

**C. AWARD BID NO. 7, ONE (1) OR MORE, NEW CAB & CHASSIS – EMERGENCY MANAGEMENT:** Rogers read a letter from Kevin Enloe requesting that the bid be awarded to Sam Wampler’s Freedom Ford with option 1 for one 4500 or equivalent in the amount of \$66,000.00. Smith made a motion to award the bid to Freedom Ford; seconded by Rogers.

AYE: Charlie Rogers  
Kevin Smith

NAY: None.

Motion Passed.

**D. DISCUSSION, CONSIDERATION AND ACTION TO ACCEPT TH RESIGNATION OF MICHELLE FIELDS, PITTSBURG COUNTY ASSESSOR, EFFECTIVE JANUARY 5, 2024:** Rogers read a resignation letter from Michelle Fields, Pittsburg County Assessor. Smith made a motion to accept the resignation of Michelle Fields; seconded by Rogers.

AYE: Charlie Rogers  
Kevin Smith

NAY: None.

Motion Passed.

**E. RESOLUTION 24-152 TO SET FILING DATES AND SPECIAL ELECTION DATE FR THE POSITION OF PITTSBURG COUNTY ASSESSOR, AS VACATED BY MICHELLE FIELDS, EFFECTIVE JANUARY 5, 2024:** Rogers read the resolution, Rogers made a motion to approve the resolution; seconded by Smith.

AYE: Charlie Rogers  
Kevin Smith

NAY: None.

Motion Passed.

**F. RESOLUTION 24-153 TO ACCEPT DONATION FROM THE CHOCTAW NATION OF OKLAHOMA:** Rogers read the resolution. Rogers made a motion to approve the resolution; seconded by Smith.

AYE: Charlie Rogers  
Kevin Smith

NAY: None.

Motion Passed.

**G. RESOLUTION 24-154 TO DEOSIT CHECK – BLANCO VFD:** Rogers read the resolution. Rogers made a motion to approve the resolution; seconded by Smith.

AYE: Charlie Rogers  
Kevin Smith

NAY: None.

Motion Passed.

**H. RESOLUTION 24-155 TO CANCEL PURCHASE ORDERS - JAIL:** Rogers read the resolution stating purchase orders 3940 and 4751. Rogers made a motion to cancel the purchase orders; seconded by Smith.

AYE: Charlie Rogers  
Kevin Smith

NAY: None.

Motion Passed.

**I. RESOLUTION 24-156 TO CANCEL PURCHASE ORDERS – INDAINOLA FD:** Rogers read the resolution stating purchase orders 1015 and 1862. Smith made a motion to cancel the purchase orders; seconded by Rogers.

AYE: Charlie Rogers  
Kevin Smith

NAY: None.

Motion Passed.

**J. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE DESIGNATION OF PURCHASE CARD HOLDERS FOR PITTSBURG COUNTY:** Rogers read the designation of purchase card holders. Smith made a motion to approve the designation of purchase card holders; seconded by Rogers.

AYE: Charlie Rogers  
Kevin Smith

NAY: None.

Motion Passed.

**K. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE LEASE AGREEMENT BETWEEN PITTSBURG COUNTY DISTRICT 1 AND THE LAZY HORSE RANCH, LLC:** Rogers explained the lease agreement. Smith made a motion to approve the lease agreement; seconded by Rogers.

AYE: Charlie Rogers  
Kevin Smith

NAY: None.

Motion Passed.

**L. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE MUNICIPAL FINANCE AGREEMENT BETWEEN PITTSBURG COUNTY DISTRICT 1 AND CANON FINANCIAL SERVICES INC. FOR PRINTER/COPIER SYSTEM:** Smith made a motion to approve the agreement; seconded by Rogers.

AYE: Charlie Rogers  
Kevin Smith

NAY: None.

Motion Passed.

**M. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE TRANSCRIPT OF PROCEEDINGS; APPROVE/DISAPPROVE RESOLUTION 24-157 FOR COMMISSIONERS SALE; APPROVE & SIGN COUNTY DEED, ALL FOR LOT 1 BLK 131 EUFAULA SPORTSMAN CLUB #25 - TREASURER: Smith made a motion to approve; seconded by Rogers.**

AYE: Charlie Rogers  
Kevin Smith

NAY: None.

Motion Passed.

**N. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE TRANSCRIPT OF PROCEEDINGS; APPROVE/DISAPPROVE RESOLUTION 24-158 FOR COMMISSIONERS SALE; APPROVE & SIGN COUNTY DEED, ALL FOR S 50' OF N 105' LOT 10 BLK 614 SO MCALESTER - TREASURER: Smith made a motion to approve; seconded by Rogers.**

AYE: Charlie Rogers  
Kevin Smith

NAY: None.

Motion Passed.

**O. AWARD BID NO. 10, ONE (1) OR MORE, OIL DISTRIBUTOR TRUCK TO BE PURCHASED THROUGH THE OKLAHOMA DEPARTMENT OF TRANSPORTATION COUNTY ROAD MACHINERY & EQUIPMENT REVOLVING FUND:**

**P. DISCUSSION, CONSIDERATION AND APPROVAL OF PURCHASE CONTRACT BETWEEN PITTSBURG COUNTY DISTRICT 3 AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION ROAD MACHINERY AND EQUIPMENT REVOLVING FUND FOR 2024 KENWORTH-ETNYRE OIL DISTRIBUTOR TRUCK:**

Rogers made a motion to table items O and P; seconded by Smith.

AYE: Charlie Rogers  
Kevin Smith

NAY: None.

Motion Passed.

**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:** None.

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

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

**AYE:** Charlie Rogers  
Kevin Smith

**NAY:** None.

Motion Passed. Meeting Recessed.

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

**2. ROLL CALL:** Charlie Rogers Present  
Ross Selman Absent  
Kevin Smith Present

**13. 10:00 A.M. – BID OPENINGS:**

**A. BID NO. 9, ONE (1) OR MORE, TYPE 6 WILDLAND APPARATUS, LEASE PURCHASE WITH FINANCING INCLUDED:** The following bid was received.

VENDOR	AMOUNT
Watts Manufacturing	\$203,951.00

Smith made a motion to accept the bids as opened and table for review; seconded by Rogers.

**AYE:** Charlie Rogers  
Kevin Smith

**NAY:** None.

Motion Passed.

**B. BID NO. 10, ONE (1) OR MORE, OIL DISTRIBUTOR TRUCK TO BE PURCHASED THROUGH THE OKLAHOMA DEPARTMENT OF TRANSPORTATION COUNTY ROAD & EQUIPMENT REVOLVING FUND:** The following bids were received.

VENDOR	AMOUNT
Kirby Smith	\$342,555.03
Van Keppel	\$306,822.10
Technology International Inc	\$295,700.00 Item does not meet specifications

Smith made a motion to accept the bids as opened and table for review; seconded by Rogers.

AYE: Charlie Rogers  
Kevin Smith

NAY: None.

Motion Passed.

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

AYE: Charlie Rogers  
Kevin Smith

NAY: None.

Motion Passed. Meeting Adjourned.



# Purchase Orders By Account

Fiscal Year : 2023-2024

Date Range: 12/11/2023 to 12/11/2023

PO	Warrant No.	Vendor Name	Purpose	Amount
<b>Animal Shelter</b>				
<b>1316-1-8020-2005</b>				
004152	000316	COMDATA	FUEL	\$ 70.43
004176	000317	H20 DEPOT	WATER & COOLER RENT	\$ 18.70
004184	000318	UNIFIRST CORP.	MAT MAINTENANCE	\$ 92.50
004892	000319	AVID IDENTIFICATION SYSTEMS INC	MICROCHIPS	\$ 1,237.50
004893	000320	ZOETIS US LLC	VACCINES	\$ 2,289.50
004894	000321	MWI VET SUPPLY	VET SUPPLIES	\$ 966.07
004917	000322	JAMESCO ENTERPRISES LLC	JANITORIAL SUPPLIES	\$ 436.55
004955	000323	WALMART COMMUNITY CARD	DOG AND CAT FOOD ETC	\$ 842.73
004987	000324	LOWES	SAW BLADES ETC.	\$ 144.57
005090	000325	LUKER HEAT & AIR	IGNITOR	\$ 285.43
005092	000326	UNITED PACKAGING & SHIPPING	SHIPPING	\$ 27.61
005150	000327	PRO KILL INC.	PEST CONTROL SERVICE	\$ 80.00
005187	000328	CITY OF MCALESTER	MONTHLY SERVICE	\$ 777.97
005188	000329	ATWOODS	BEDDING	\$ 299.50
005197	000330	CENTER, EWELL	VET SERVICES	\$ 700.00
<b>Total:</b>				<b>\$ 8,269.06</b>

## ARPA 2021

<b>1566-1-2000-4110</b>				
001392	000024	PRIEFERT MFG. CO.	PORTABLE RODEO AREN	\$ 173,448.57
<b>Total:</b>				<b>\$ 173,448.57</b>

## Econ Dev Trust

<b>7603-4-0500-2005</b>				
004151	000182	JOHNNYS A STREET MARKET	INMATE LUNCHES	\$ 153.25
004159	000183	UNIFIRST CORP.	FLOOR MATS AND ETC	\$ 89.72
004164	000184	H20 DEPOT	WATER & COOLER RENT	\$ 18.40
004171	000185	JOHNNYS A STREET MARKET	CONCESSION SUPPLIES	\$ 133.76
004180	000186	LOWES	MAINTENANCE SUPPLIE	\$ 273.77
004182	000187	COMDATA	FUEL	\$ 337.56
004189	000188	ADA PAPER COMPANY	JANITORIAL SUPPLIES	\$ 518.05
004423	000189	LOWES	MAINTENANCE SUPPLIE	\$ 325.34
004492	000190	STAPLES ADVANTAGE	OFFICE SUPPLIES	\$ 246.13
004530	000191	STAPLES ADVANTAGE	TONER	\$ 684.72
004968	000192	PRO KILL INC.	PEST CONTROL SERVICE	\$ 390.00

PO	Warrant No.	Vendor Name	Purpose	Amount
<b>Econ Dev Trust</b>				
<b>7603-4-0500-2005</b>				
004970	000193	CITY OF MCALESTER	MONTHLY SERVICE	\$ 533.82
005009	000194	BRIGGS PRINTING	RECEIPT BOOKS	\$ 86.00
005086	000195	AT&T MOBILITY	MONTHLY SERVICE	\$ 132.21
005098	000196	CAREY, LEVENIA	SECURITY DEPOSIT RET	\$ 319.00
005156	000197	JE SYSTEMS INC	MONITORING SERVICES	\$ 111.00
			<b>Total:</b>	<b>\$ 4,352.73</b>

**Emergency Mgmt**

<b>1212-2-2700-2005</b>				
003805	000083	OSU OFFICE OF THE BURSAR	REGISTRATION FEE	\$ 100.00
004981	000084	BURCHFIELD, KYLER	INSTALLATION	\$ 3,500.00
005094	000085	AT&T MOBILITY	MONTHLY SERVICE	\$ 766.80
			<b>Total:</b>	<b>\$ 4,366.80</b>
<b>1212-2-2700-4110</b>				
002975	000086	BROWNCO MFG & SALES	SCENE LIGHT	\$ 8,897.00
			<b>Total:</b>	<b>\$ 8,897.00</b>

**Equitable Sharing - DOJ**

<b>1243-1-0200-2005</b>				
003973	000005	COMDATA	FUEL	\$ 1,081.03
			<b>Total:</b>	<b>\$ 1,081.03</b>

**General**

<b>0001-1-0100-2005</b>				
003958	001774	H2O DEPOT	BOTTLED WATER ETC.	\$ 95.20
003964	001775	OTA PIKEPASS CUSTOMER SERVICE C	TOLL	\$ 35.00
003974	001776	COMDATA	FUEL	\$ 347.49
005190	001777	OKLAHOMA BAR ASSOCIATION	ANNUAL DUES	\$ 137.50
005191	001778	THOMSON REUTERS WEST	INVESTIGATIVE RESEAR	\$ 397.30
005192	001779	VYVE BROADBAND	MONTHLY INTERNET SE	\$ 195.90
005193	001780	US CELLULAR	MONTHLY SERVICE	\$ 431.67
005253	001781	STERICYCLE INC	SHRED SERVICE	\$ 1,059.22
			<b>Total:</b>	<b>\$ 2,699.28</b>
<b>0001-1-0600-2005</b>				
004502	001782	STAPLES	OFFICE SUPPLIES	\$ 954.65

PO	Warrant No.	Vendor Name	Purpose	Amount
<b>General</b>				
<b>0001-1-0600-2005</b>				
005206	001783	CANON FINANCIAL SERVICES	COPIER LEASE	\$ 144.00
005207	001784	MILLER OFFICE EQUIPMENT	COPIER MAINTENANCE	\$ 56.72
			<b>Total:</b>	<b>\$ 1,155.37</b>
<b>0001-1-0800-2005</b>				
004532	001785	STAPLES ADVANTAGE	OFFICE SUPPLIES	\$ 168.00
005221	001786	COMPLIANCE RESOURCE GROUP	DRUG TESTING	\$ 39.00
			<b>Total:</b>	<b>\$ 207.00</b>
<b>0001-1-1000-2005</b>				
004481	001787	MIDWEST PRINTING	RECORD PAPER	\$ 2,170.00
			<b>Total:</b>	<b>\$ 2,170.00</b>
<b>0001-1-1600-2005</b>				
005077	001788	PITNEY BOWES GLOBAL FINANCIAL S	POSTAGE METER LEASE	\$ 478.29
			<b>Total:</b>	<b>\$ 478.29</b>
<b>0001-1-1700-2005</b>				
003975	001789	COMDATA	FUEL	\$ 354.92
			<b>Total:</b>	<b>\$ 354.92</b>
<b>0001-1-1700-2020</b>				
005096	001790	LEGACY ENERGY CONSULTING LLC	VISUAL INSPECTION	\$ 160.00
			<b>Total:</b>	<b>\$ 160.00</b>
<b>0001-1-2001-2010</b>				
005225	001791	MCALESTER DEFENSE SUPPORT ASS	ANNUAL MEMBERSHIP	\$ 7,500.00
			<b>Total:</b>	<b>\$ 7,500.00</b>
<b>0001-1-2200-2005</b>				
004552	001792	UNIFIRST FIRST AID CORP	FIRST AID SUPPLIES	\$ 112.57
005131	001793	PITNEY BOWES GLOBAL FINANCIAL S	POSTAGE METER LEASE	\$ 179.64
005134	001794	NEWERA LLC	MONTHLY SERVICE	\$ 224.50
005135	001795	AT&T MOBILITY	MONTHLY SERVICE	\$ 139.33
			<b>Total:</b>	<b>\$ 656.04</b>
<b>0001-1-3300-2005</b>				
003957	001796	H2O DEPOT	BOTTLED WATER ETC.	\$ 307.50
004516	001797	TROY & BANKS	AUDIT	\$ 44.07
005012	001798	COMPTON ELECTRIC LLC	ELECTRICAL WORK	\$ 2,125.00

PO	Warrant No.	Vendor Name	Purpose	Amount
<b>General</b>				
<b>0001-1-3300-2005</b>				
005087	001799	AT&T MOBILITY	MONTHLY SERVICE	\$ 295.93
005106	001800	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 3,385.38
005113	001801	VYVE BROADBAND	MONTHLY SERVICE	\$ 71.40
005201	001802	CITY OF MCALESTER	MONTHLY SERVICE	\$ 156.25
005226	001803	AT&T MOBILITY	MONTHLY SERVICE	\$ 120.12
005244	001804	TISDAL & O HARA	LEGAL SERVICES	\$ 504.75
005245	001805	TISDAL & O HARA	LEGAL SERVICES	\$ 692.25
005246	001806	TISDAL & O HARA	LEGAL SERVICES	\$ 1,055.25
<b>Total:</b>				<b>\$ 8,757.90</b>

<b>0001-2-1800-2005</b>				
005182	001807	EASTERN OK YOUTH SERVICES INC	JUVENILE DETENTION	\$ 2,416.14
005238	001808	CRAIG COUNTY DETENTION CENTER	JUVENILE DETENTION	\$ 175.00
<b>Total:</b>				<b>\$ 2,591.14</b>

<b>0001-2-2700-2005</b>				
003953	001809	OTA PIKEPASS CUSTOMER SERVICE C	TOLL	\$ 10.90
003955	001810	COMDATA	FUEL	\$ 565.76
004772	001811	PRO KILL INC.	PEST CONTROL	\$ 212.00
005062	001812	CITY OF MCALESTER	MONTHLY SERVICE	\$ 251.25
<b>Total:</b>				<b>\$ 1,039.91</b>

<b>0001-4-0500-2005</b>				
005181	001813	CITY OF MCALESTER	MONTHLY SERVICE	\$ 573.94
005203	001814	OKLAHOMA TAX COMMISSION	SALES TAX	\$ 432.51
005233	001815	HERRINGSHAW WASTE MANAGEMEN	MONTHLY SERVICE	\$ 130.00
005236	001816	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE	\$ 341.78
<b>Total:</b>				<b>\$ 1,478.23</b>

<b>0001-4-0500-4110</b>				
005200	001817	V&T TRUCK CENTER	EQUIPMENT PURCHASE	\$ 3,609.07
<b>Total:</b>				<b>\$ 3,609.07</b>

<b>0001-5-0900-2005</b>				
005114	001818	SUMMIT BUSINESS SYSTEMS INC.	COPIER LEASE	\$ 137.57
<b>Total:</b>				<b>\$ 137.57</b>

**Health**

PO	Warrant No.	Vendor Name	Purpose	Amount
<b>Health</b>				
<b>1216-3-5000-1310</b>				
005010	000185	BUSBY, TIFFANY	TRAVEL	\$ 207.64
<b>Total:</b>				<b>\$ 207.64</b>
<b>1216-3-5000-2005</b>				
002116	000186	BSN SPORTS	PAINT ETC	\$ 116.03
002971	000187	CLIFFORD POWER SYSTEMS	BATTERIES	\$ 515.50
004478	000188	5-0 MOBILE DETAIL	DETAIL SERVICE	\$ 300.00
004568	000189	MCKESSON MEDICAL SURGICAL	MEDICAL SUPPLIES	\$ 506.56
004672	000190	AMAZON CAPITAL SERVICES INC.	ROUTER	\$ 34.99
004927	000191	SANOFI PASTEUR INC	VACCINE	\$ 444.45
005071	000192	LOWES	LADDER	\$ 236.55
005105	000193	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE	\$ 43.37
005130	000194	SHRED-IT	SHRED SERVICE	\$ 285.76
005147	000195	VYVE BROADBAND	MONTHLY SERVICE	\$ 241.75
005148	000196	WALMART COMMUNITY CARD	KEYBOARD	\$ 81.92
005215	000197	CITY OF MCALESTER	MONTHLY SERVICE	\$ 499.86
005216	000198	AT&T MOBILITY	MONTHLY SERVICE	\$ 313.20
<b>Total:</b>				<b>\$ 3,619.94</b>
<b>Highway</b>				
<b>1102-6-4100-2005</b>				
005243	001161	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 214.69
<b>Total:</b>				<b>\$ 214.69</b>
<b>1102-6-4200-2005</b>				
005065	001162	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE	\$ 248.34
<b>Total:</b>				<b>\$ 248.34</b>
<b>Hwy-ST</b>				
<b>1313-6-8040-2005</b>				
003761	001262	CERTIFIED LABORATORIES	GREASE	\$ 319.90
004068	001263	DOLESE	#4 SCREENINGS	\$ 5,172.70
004155	001264	H20 DEPOT	WATER & COOLER RENT	\$ 9.20
004175	001265	KIAMICHI AUTOMOTIVE WAREHOUSE	PARTS & SHOP SUPPLIE	\$ 555.75
004185	001266	COMDATA	FUEL	\$ 284.94
004380	001267	MUSKOGEE SAND COMPANY INC	CLASS A SAND	\$ 4,613.95
005085	001268	AT&T MOBILITY	MONTHLY SERVICE	\$ 50.05
005093	001269	ATWOODS	TOOLS & ETC	\$ 479.73
005127	001270	KIAMICHI AUTOMOTIVE WAREHOUSE	FUEL FILTERS	\$ 790.71

PO	Warrant No.	Vendor Name	Purpose	Amount
<b>Hwy-ST</b>				
<b>1313-6-8040-2005</b>				
005128	001271	O REILLY AUTO PARTS	SWITCH	\$ 42.20
005231	001272	HERRINGSHAW WASTE MANAGEMEN	MONTHLY SERVICE	\$ 90.00
005232	001273	JAMES SUPPLIES	CYLINDER RENTALS	\$ 13.50
<b>Total:</b>				<b>\$ 12,422.63</b>
<b>1313-6-8040-4130</b>				
005158	001274	WELCH STATE BANK	LEASE PAYMENT	\$ 15,723.91
<b>Total:</b>				<b>\$ 15,723.91</b>
<b>1313-6-8041-2005</b>				
002178	001275	WARREN POWER & MACHINERY INC.	PARTS & SHOP SUPPLIE	\$ 623.94
002398	001276	LINDLEYS GROCERY	SHOP/OFFICE SUPPLIES	\$ 139.73
002444	001277	J&S FENCE	FENCE	\$ 14,500.00
003089	001278	YELLOW HOUSE MACHINE	PARTS & SHOP SUPPLIE	\$ 689.28
003730	001279	BRUCKNER TRUCK SALES INC	TRUCK REPAIR & SERVIC	\$ 3,112.07
003946	001280	KIAMICHI AUTOMOTIVE WAREHOUSE	PARTS & SHOP SUPPLIE	\$ 460.08
004051	001281	STIGLER STONE	1 1/2" ODOT BASE TYPE	\$ 6,291.52
004174	001282	WELDON PARTS INC	PARTS & SUPPLIES	\$ 419.03
004178	001283	UNIFIRST CORP.	UNIFORM MAINTENANCE	\$ 361.81
004186	001284	COMPLIANCE RESOURCE GROUP	DRUG TESTING	\$ 187.00
004187	001285	H2O DEPOT	WATER & COOLER RENT	\$ 18.40
004224	001286	STAPLES ADVANTAGE	LAPTOP	\$ 1,180.08
004422	001287	O REILLY AUTO PARTS	PARTS & SHOP SUPPLIE	\$ 442.79
004562	001288	STIGLER STONE	1 1/2" ODOT BASE TYPE	\$ 6,365.63
004595	001289	DOLESE	1 1/2 CRUSHER RUN	\$ 5,274.38
004785	001290	DOLESE	1 1/2 CRUSHER RUN	\$ 5,253.27
004832	001291	OK TIRE	TIRES	\$ 5,444.00
004908	001292	RAM INC	FUEL	\$ 2,455.25
004919	001293	PREMIER TRUCK GROUP	BELT ETC	\$ 332.56
004956	001294	PUTMAN, RICKY	ANTIFREEZE	\$ 661.50
004959	001295	PUTMAN, RICKY	DEF	\$ 966.00
004972	001296	TRUE VALUE HARTSHORNE	SLEDGE HAMMER	\$ 51.99
004996	001297	UNIFIRST FIRST AID CORP	FIRST AID SUPPLIES	\$ 590.04
005018	001298	TINKER MOTOR CO	ENGINE	\$ 14,870.00
005057	001299	JIM WOOD REFRIGERATION	ICE MACHINE SERVICE	\$ 197.50
005059	001300	MILLER OFFICE EQUIPMENT	COPY OVERAGE	\$ 8.90
005060	001301	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE	\$ 254.06
005061	001302	HAILEYVILLE WATER DEPT.	MONTHLY SERVICE	\$ 713.49
005063	001303	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 66.48
005064	001304	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 48.98
005076	001305	US CELLULAR	MONTHLY SERVICE	\$ 277.01
005095	001306	VYVE BROADBAND	MONTHLY SERVICE	\$ 238.70
005136	001307	CANON FINANCIAL SERVICES	COPIER LEASE	\$ 102.00

PO	Warrant No.	Vendor Name	Purpose	Amount
<b>Hwy-ST</b>				
<b>1313-6-8041-2005</b>				
005154	001308	KIRBY SMITH INC.	FILTERS ETC	\$ 895.20
005194	001309	RAM INC	FUEL	\$ 6,839.40
005210	001310	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE	\$ 64.44
<b>Total:</b>				<b>\$ 80,396.51</b>
<b>1313-6-8041-4110</b>				
004666	001311	TRAILQUIP PLUS LLC	TRUCK BED ETC.	\$ 11,495.00
<b>Total:</b>				<b>\$ 11,495.00</b>
<b>1313-6-8041-4130</b>				
005160	001312	ARMSTRONG BANK	LEASE PAYMENT	\$ 10,679.29
005164	001313	MERCEDES-BENZ FINANCIAL SVCS	LEASE PAYMENT	\$ 5,482.73
005165	001314	SECURITY STATE BANK	LEASE PAYMENT	\$ 5,827.71
005166	001315	WELCH STATE BANK	LEASE PAYMENT	\$ 14,251.03
005167	001316	OKLA. DEPT OF TRANSPORTATION	LEASE PAYMENT	\$ 5,259.17
005170	001317	CATERPILLAR FINANCIAL	LEASE PAYMENT	\$ 2,981.97
<b>Total:</b>				<b>\$ 44,481.90</b>
<b>1313-6-8042-2005</b>				
003536	001318	H2O DEPOT	WATER & COOLER RENT	\$ 56.10
003813	001319	DOLESE	1 1/2" CRUSHER RUN	\$ 10,487.95
003938	001320	H2O DEPOT	WATER & COOLER RENT	\$ 9.20
004074	001321	DOLESE	1 1/2" CRUSHER RUN	\$ 10,436.73
004149	001322	COMPLIANCE RESOURCE GROUP	DRUG TESTING	\$ 144.00
004523	001323	RAM INC	FUEL	\$ 11,059.47
004931	001324	RAM INC	DIESEL	\$ 6,578.85
004940	001325	WELDON PARTS INC.	HUB CAPS	\$ 209.92
004598	001326	OK TIRE	TIRE TUBE	\$ 82.95
004826	001327	ATWOODS	GLOVES	\$ 164.85
004886	001328	PREMIER TRUCK GROUP	WHEEL SEAL	\$ 577.80
004977	001329	WELDON PARTS INC.	AIR FILTER	\$ 372.84
004978	001330	STANDARD MACHINE & WELDING	HYDRAULIC HOSE	\$ 105.07
005074	001331	PITTSBURG PUBLIC WORKS AUTH.	MONTHLY SERVICE	\$ 373.25
005058	001332	WELDON PARTS INC.	COAX CABLE	\$ 124.38
005088	001333	AT&T MOBILITY	MONTHLY SERVICE	\$ 1,033.41
005112	001334	SOUTHEASTERN TRUCK & TRAILER	TARP PARTS	\$ 154.27
005169	001335	AT&T MOBILITY	MONTHLY SERVICE	\$ 10.93
005180	001336	AT&T MOBILITY	MONTHLY SERVICE	\$ 200.20
<b>Total:</b>				<b>\$ 42,182.17</b>

PO	Warrant No.	Vendor Name	Purpose	Amount
			EQUIPMENT PURCHASE	\$ 293,104.80
			<b>Total:</b>	<b>\$ 293,104.80</b>
<b>Hwy-ST</b>				
<b>1313-6-8042-4110</b>				
004351	001337	KIRBY SMITH INC.		
<b>1313-6-8042-4130</b>				
005161	001338	RCB BANK	LEASE PAYMENT	\$ 2,841.34
005162	001339	OKLA. DEPT OF TRANSPORTATION	LEASE PAYMENT	\$ 4,343.87
005163	001340	ARMSTRONG BANK	LEASE PAYMENT	\$ 8,496.68
005173	001341	WELCH STATE BANK	LEASE PAYMENT	\$ 15,428.99
			<b>Total:</b>	<b>\$ 31,110.88</b>
<b>1313-6-8043-2005</b>				
001260	001342	COMPLIANCE RESOURCE GROUP	DRUG TESTING	\$ 148.00
004146	001343	OTA PIKEPASS CUSTOMER SERVICE C	TOLL CHARGES	\$ 36.00
004162	001344	KIAMICHI AUTOMOTIVE WAREHOUSE	PARTS & SHOP SUPPLIE	\$ 1,346.17
004169	001345	COMDATA	FUEL	\$ 2,224.24
004179	001346	O REILLY AUTO PARTS	PARTS & SHOP SUPPLIE	\$ 487.26
004510	001347	DOLESE	1 1/2" CRUSHER RUN	\$ 5,167.18
004678	001348	MCALESTER NEWS CAPITAL & DEM.	PUBLICATION	\$ 35.70
004929	001349	KC FARM MACHINERY INC.	CLUTCH	\$ 28.29
004942	001350	KIAMICHI AUTOMOTIVE WAREHOUSE	MIRROR	\$ 213.97
004946	001351	LOWES	SCREWS	\$ 149.98
004961	001352	DALPOAS, TERRY	RADIO REPAIRS	\$ 400.00
004965	001353	KIAMICHI AUTOMOTIVE WAREHOUSE	WHEEL PARTS	\$ 302.00
004971	001354	PREMIER TRUCK GROUP	EQUIP REPAIR	\$ 1,289.65
004986	001355	FLEET PRIDE	EQUIP PARTS	\$ 453.96
004988	001356	LOWES	BUILDING MATERIALS	\$ 463.91
004995	001357	WHITES ELECTRIC	ELECTRICAL SUPPLIES	\$ 1,039.01
005056	001358	PACE HEAT & AIR	HEATER	\$ 1,750.00
005073	001359	WELDON PARTS INC.	VALVE	\$ 141.89
005075	001360	CANON FINANCIAL SERVICES	MONTHLY COPIER LEAS	\$ 102.00
005083	001361	DALPOAS, TERRY	PROGRAMMING RADIOS	\$ 200.00
005138	001362	DOBSON FIBER	INTERNET SERVICE	\$ 106.67
005151	001363	RAM INC	FUEL	\$ 5,679.10
005152	001364	O REILLY AUTO PARTS	BRAKE ROTORS	\$ 79.50
005155	001365	AT&T MOBILITY	MONTHLY SERVICE	\$ 1,215.39
005157	001366	CITY OF MCALESTER	MONTHLY SERVICE	\$ 103.34
005159	001367	CITY OF MCALESTER	MONTHLY SERVICE	\$ 23.52
005168	001368	CITY OF MCALESTER	MONTHLY SERVICE	\$ 457.72
			<b>Total:</b>	<b>\$ 23,644.45</b>
<b>1313-6-8043-4130</b>				
005172	001369	WELCH STATE BANK	LEASE PAYMENT	\$ 20,599.44
005174	001370	WARREN POWER & MACHINERY INC.	LEASE PAYMENT	\$ 2,395.00



PO	Warrant No.	Vendor Name	Purpose	Amount
<b>Hwy-ST</b>				
	<b>1313-6-8043-4130</b>			
	005175	001371	OKLA. DEPT OF TRANSPORTATION	
	005176	001372	WARREN POWER & MACHINERY INC.	
	005177	001373	WARREN POWER & MACHINERY INC.	
	005178	001374	WARREN POWER & MACHINERY INC.	
	005179	001375	WARREN POWER & MACHINERY INC.	
			<b>Total:</b>	<b>\$ 39,037.11</b>
<b>Jail-ST</b>				
	<b>1315-2-8034-2005</b>			
	005205	000378	CITY OF MCALESTER	
			MONTHLY SERVICE	\$ 3,230.03
			<b>Total:</b>	<b>\$ 3,230.03</b>
	<b>1315-2-8034-2011</b>			
	003948	000379	CARING HANDS HEALTHCARE CENTE	
			INMATE PRESCRIPTIONS	\$ 315.87
			<b>Total:</b>	<b>\$ 315.87</b>
	<b>1315-2-8034-2012</b>			
	004888	000380	SGC FOODSERVICE	
	004891	000381	PERFORMANCE FOODSERVICE - LITT	
	004896	000382	BEN E. KEITH OKLAHOMA	
	005122	000383	BEN E. KEITH OKLAHOMA	
	005123	000384	PERFORMANCE FOODSERVICE - LITT	
			<b>Total:</b>	<b>\$ 10,535.37</b>
<b>LEPC</b>				
	<b>1218-2-2700-2005</b>			
	004949	000001	STAPLES CREDIT PLAN	
			PAMPLETS	\$ 1,710.00
			<b>Total:</b>	<b>\$ 1,710.00</b>
<b>Rural Fire-ST</b>				
	<b>1321-2-8205-2005</b>			
	005099	000471	US CELLULAR	
			MONTHLY SERVICE	\$ 171.48
			<b>Total:</b>	<b>\$ 171.48</b>
	<b>1321-2-8206-2005</b>			
	005254	000472	PUBLIC SERVICE CO. OF OKLAHOMA	
			MONTHLY SERVICE	\$ 85.94

PO	Warrant No.	Vendor Name	Purpose	Amount
<b>Rural Fire-ST</b>				
	<b>1321-2-8206-2005</b>		<b>Total:</b>	<b>\$ 85.94</b>
	<b>1321-2-8207-2005</b>			
	003971	EUFAULA AUTO PARTS INC	AUTO PARTS	\$ 166.08
	<b>Total:</b>		<b>\$ 166.08</b>	
	<b>1321-2-8210-2005</b>			
	004945	000474	MCALESTER NEWS CAPITAL & DEM.	\$ 34.35
	005239	000475	COMPLIANCE RESOURCE GROUP	\$ 78.00
	<b>Total:</b>		<b>\$ 112.35</b>	
	<b>1321-2-8214-2005</b>			
	003983	000476	COMDATA	\$ 93.12
	005234	000477	REPUBLIC SERVICES # 375	\$ 162.04
	005235	000478	WAV 11	\$ 11.50
	<b>Total:</b>		<b>\$ 266.66</b>	
	<b>1321-2-8215-2005</b>			
	003984	000479	COMDATA	\$ 326.33
	004428	000480	KIAMICHI AUTOMOTIVE WAREHOUSE PARTS & SHOP SUPPLIE	\$ 233.87
	<b>Total:</b>		<b>\$ 560.20</b>	
	<b>1321-2-8216-2005</b>			
	003985	000481	COMDATA	\$ 742.57
	005241	000482	SUMMIT UTILITIES OKLAHOMA INC	\$ 52.20
	<b>Total:</b>		<b>\$ 794.77</b>	
	<b>1321-2-8217-2005</b>			
	005116	000483	KIAMICHI ELECTRIC COOPERATIVE	\$ 228.80
	005117	000484	KIAMICHI ELECTRIC COOPERATIVE	\$ 51.24
	005118	000485	CROSS TELEPHONE CO.	\$ 147.39
	005119	000486	LONGTOWN RW&S DIST.#1	\$ 67.22
	<b>Total:</b>		<b>\$ 494.65</b>	
	<b>1321-2-8218-2005</b>			
	003987	000487	COMDATA	\$ 197.39
	005227	000488	COMPLIANCE RESOURCE GROUP	\$ 39.00
	005228	000489	RURAL WATER DIST #18	\$ 200.00
	005229	000490	PITTSBURG COUNTY FIREFIGHTERS	\$ 25.00
	<b>Total:</b>		<b>\$ 461.39</b>	

PO	Warrant No.	Vendor Name	Purpose	Amount
<b>Rural Fire-ST</b>				
<b>1321-2-8219-2005</b>				
004815	000491	T & W TIRE	TIRES ETC.	\$ 2,927.92
004816	000492	T & W TIRE	TIRES ETC.	\$ 4,621.68
<b>Total:</b>				<b>\$ 7,549.60</b>
<b>1321-2-8222-2005</b>				
003970	000493	PRO KILL INC.	PEST CONTROL	\$ 126.00
004417	000494	JET TIRE SERVICE	TIRES	\$ 806.00
004419	000495	JET TIRE SERVICE	TIRES	\$ 806.00
005212	000496	PITTSBURG PUBLIC WORKS AUTH.	MONTHLY SERVICE	\$ 65.00
005213	000497	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE	\$ 102.15
005214	000498	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 61.76
<b>Total:</b>				<b>\$ 1,966.91</b>
<b>1321-2-8225-2005</b>				
003067	000499	COMDATA	FUEL	\$ 166.54
005100	000500	RURAL WATER DIST #18	MONTHLY SERVICE	\$ 200.00
005101	000501	CANADIAN VALLEY TELEPHONE	MONTHLY SERVICE	\$ 127.00
005102	000502	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 81.61
005103	000503	THE BURROWS AGENCY	INSURANCE	\$ 1,271.00
<b>Total:</b>				<b>\$ 1,846.15</b>
<b>1321-2-8227-2005</b>				
003991	000504	COMDATA	FUEL	\$ 141.27
005248	000505	RURAL WATER DIST. #9	MONTHLY SERVICE	\$ 36.75
005249	000506	HERITAGE WASTE MANAGEMENT	MONTHLY SERVICE	\$ 87.00
005250	000507	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 320.58
005251	000508	AED PROFESSIONALS	AED SUPPLIES	\$ 280.00
<b>Total:</b>				<b>\$ 865.60</b>
<b>1321-2-8228-2005</b>				
005247	000509	COMPLIANCE RESOURCE GROUP	DRUG TESTING	\$ 78.00
<b>Total:</b>				<b>\$ 78.00</b>
<b>SH Commissary</b>				
<b>1223-2-0400-2005</b>				
003936	000137	PEPSI-COLA BOTTLING CO.	INHOUSE COMMISSARY	\$ 1,001.00
004507	000138	CUSTOM TECHNOLOGIES LLC	INHOUSE COMMISSARY	\$ 1,451.73
004899	000139	COMMISSARY EXPRESS	COMMISSARY PRODUCT	\$ 2,653.59
004952	000140	COMMISSARY EXPRESS	KIOSK FEES	\$ 35.75
004554	000141	AMAZON CAPITAL SERVICES INC.	CAR DETAIL SUPPLIES	\$ 291.06

PO	Warrant No.	Vendor Name	Purpose	Amount
<b>SH Commissary</b>				
<b>1223-2-0400-2005</b>				
005078	000142	COMMISSARY EXPRESS	KIOSK FEES	\$ 39.00
005082	000143	OKLAHOMA TAX COMMISSION	SALES TAX	\$ 1,114.00
005186	000144	LYLES, CODY	TRUCK ACCESSORIES	\$ 750.00
<b>Total:</b>				<b>\$ 7,336.13</b>
<b>SH Svc Fee</b>				
<b>1226-2-0400-2005</b>				
005069	000893	BARLOW BUILT PERFORMANCE	BRAKE PADS	\$ 856.20
005109	000894	HOLMANS FAST LUBE	OIL CHANGE	\$ 80.56
005110	000895	BARLOW BUILT PERFORMANCE	BRAKE ROTORS	\$ 200.00
<b>Total:</b>				<b>\$ 1,136.76</b>
<b>1226-2-3400-2005</b>				
004257	000896	BADGEANDWALLET.COM	BADGES	\$ 1,415.00
004755	000897	COMPLIANCE RESOURCE GROUP	DRUG TESTING	\$ 117.00
004765	000898	JAMESCO ENTERPRISES LLC	JANITORIAL SUPPLIES	\$ 1,271.81
004903	000899	INDIAN NATION WHOLESale CO.	JAIL KITCHEN SUPPLIES	\$ 88.69
005066	000900	BOB BARKER COMPANY	INMATE HYGIENE SUPPLI	\$ 1,983.20
005080	000901	O REILLY AUTO PARTS	RADIATOR	\$ 284.74
005108	000902	STERICYCLE INC	SHRED SERVICE	\$ 129.85
005111	000903	AMAZON CAPITAL SERVICES INC.	FOLDERS	\$ 133.70
005115	000904	WAV 11	TROUBLESHOOTING	\$ 90.00
005185	000905	PITSTOP LOCK & SAFE	LOCK REPAIR	\$ 315.00
<b>Total:</b>				<b>\$ 5,828.99</b>
<b>1226-2-3400-2030</b>				
004442	000906	AMAZON CAPITAL SERVICES INC.	FLAGS	\$ 149.94
004953	000907	COMMISSARY EXPRESS	DEBIT PHONE TIME FEE	\$ 48.00
005067	000908	WAV 11	MONTHLY SERVICE	\$ 138.00
005068	000909	WAV 11	ANTIVIRUS SOFTWARE	\$ 1,056.00
005079	000910	COMMISSARY EXPRESS	DEBIT PHONE TIME FEE	\$ 91.00
005081	000911	ITOUCH BIOMETRICS LLC	WARRANTY AGREEMENT	\$ 1,980.00
<b>Total:</b>				<b>\$ 3,462.94</b>
<b>1226-2-3400-4130</b>				
005140	000912	WELCH STATE BANK	LEASE PAYMENT	\$ 5,000.00
005141	000913	WELCH STATE BANK	LEASE PAYMENT	\$ 5,000.00
005142	000914	WELCH STATE BANK	LEASE PAYMENT	\$ 5,000.00
005143	000915	WELCH STATE BANK	LEASE PAYMENT	\$ 5,000.00
005144	000916	WELCH STATE BANK	LEASE PAYMENT	\$ 5,000.00

PO Warrant No. Vendor Name Purpose Amount

**SH Svc Fee**

1226-2-3400-4130

005145 000917

WELCH STATE BANK

LEASE PAYMENT

\$ 5,000.00

**Total: \$ 30,000.00**

**Grand Total: \$ 910,275.75**

**PITTSBURG COUNTY COMMISSIONER  
DECEMBER 11, 2023  
MINUTES**

The Board of County Commissioners, Pittsburg County, met in regular session on December 11, 2023 at 9:00 A.M., Meeting held in County Commissioners Conference Room, after proper notice and agenda were posted indicating time and date. Agenda was posted at 8:23 A.M., December 8, 2023.

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

<b>2. ROLL CALL:</b>	Charlie Rogers	Present
	Ross Selman	Absent
	Kevin Smith	Present

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

**AYE:** Charlie Rogers  
Kevin Smith

**NAY:** None.

Motion Passed.

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

**A. REGULAR MEETING FROM DECEMBER 4, 2023:** The minutes from the previous meeting, December 4, 2023 regular meeting were read. Smith made a motion to approve the minutes; seconded by Rogers.

**AYE:** Charlie Rogers  
Kevin Smith

**NAY:** None.

Motion Passed.

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

**6. OFFICIALS – DEPARTMENT REPORTS:**

**A. COUNTY CLERK:**

**i. TORT CLAIM, LACRESSA TINSLEY:** The board reviewed the tort claim.

**ii. EXCEEDED PURCHASE ORDER REPORT:** Rogers read the exceeded purchase order report.

**B. COMMISSIONERS:**

**i. JUVENILE DETENTION CENTER REPORTS FOR AUGUST, SEPTEMBER, OCTOBER AND NOVEMBER 2023:** The board reviewed the juvenile detention center reports.

**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  
Kevin Smith

NAY: None.

Motion Passed.

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

AYE: Charlie Rogers  
Kevin Smith

NAY: None.

Motion Passed.

**C. MONTHLY REPORTS:** Rogers made a motion to approve the monthly reports of officers; seconded by Smith.

AYE: Charlie Rogers  
Kevin Smith

NAY: None.

Motion Passed.

**D. BLANKET PURCHASE ORDERS:**

DEPT	PO	AMOUNT	VENDOR
Sam's Point Fire Dept	5255	\$ 500.00	Lowes
Building Maintenance	5256	\$ 500.00	Digi Security
Jail	5257	\$ 500.00	Kiamichi Automotive
Jail	5258	\$ 500.00	Pruett's Foods
Sheriff	5259	\$ 500.00	Walmart
Sheriff	5263	\$1,500.00	Jamesco
District 1	5260	\$1,500.00	T&W Tire
District 3	5261	\$1,200.00	Unifirst
District 3	5262	\$ 500.00	O'Reilly's

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

AYE: Charlie Rogers  
Kevin Smith

NAY: None.

Motion Passed.

**E. PAYROLL:** Smith made a motion to approve the mid-month payroll and noted that the Sheriff Department payroll for needs to be increased in size and font to be more legible; seconded by Rogers .

AYE: Charlie Rogers  
Kevin Smith

NAY: None.

Motion Passed.

**8. UNFINISHED BUSINESS:** Rogers asked about drawings for a possible election board building. Smith stated that engineered drawings have not been received.

**9. AGENDA ITEMS:**

**A. CRESHA CONKLIN AND OTHERS WITH LEGAL AID OF OKLAHOMA TO ADDRESS THE BOARD REGARDING SERVICES PROVIDED BY LEGAL AID:** No one from legal aid was present. Smith made a motion to strike the item from the agenda; seconded by Rogers.

AYE: Charlie Rogers  
Kevin Smith

NAY: None.

Motion Passed.

**B. AWARD BID NO. 7, ONE (1) OR MORE, NEW CAB & CHASSIS – DISTRICT 1:** Rogers read a letter requesting that the bid be awarded to Sam Wampler’s Freedom Ford with option 1 for one 4500 or equivalent in the amount of \$66,000.00. Rogers made a motion to award the bid to Freedom Ford; seconded by Smith.

AYE: Charlie Rogers  
Kevin Smith

NAY: None.

Motion Passed.

**C. AWARD BID NO. 7, ONE (1) OR MORE, NEW CAB & CHASSIS – EMERGENCY MANAGEMENT:** Rogers read a letter from Kevin Enloe requesting that the bid be awarded to Sam Wampler’s Freedom Ford with option 1 for one 4500 or equivalent in the amount of \$66,00.00. Smith made a motion to award the bid to Freedom Ford; seconded by Rogers.